



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Monday, August 4, 2014
7:00 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

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) Public Hearings

- 1) Proposed amendment of the Jamestown Code of Ordinances, Chapter 70 Traffic and Vehicles, Sec. 70-87 Prohibited or restricted parking on specified streets and Sec. 70-52 Stop intersections; duly advertised in the Jamestown Press July 24th edition
- 2) Proposed amendment of the Jamestown Code of Ordinances Chapter 78 Waterways Article II. Harbor Management Ordinance Sec. 78-21 through Sec. 78-33; duly advertised in the Jamestown Press July 24th edition

B) Licenses and Permits

- 1) One Day Event/Entertainment Licenses
 - a) Applicant: Lydia Lis
Event: Lis Wedding
Date: August 9, 2014
Location: Fort Getty Pavilion
 - b) Applicant: Jamestown Yacht Club
Event: Fools' Rules Regatta
Date: August 16, 2014 (rain date August 17, 2014)
Location: East Ferry Beach

- c) Applicant: Michael Alper
Event: Alper Family Party
Date: August 17, 2014
Location: Fort Getty Pavilion
 - d) Applicant: Jamestown Community Chorus
Event: Jamestown Community Chorus Talent Show
Date: August 21, 2014
Location: Jamestown Recreation Center
 - e) Applicant: Serena Pyle
Event: Pyle Wedding
Date: August 24, 2014
Location: Fort Getty Pavilion
 - f) Applicant: Jamestown Yacht Club
Event: Jamestown Yacht Club Family Day
Date: September 7, 2014
- 2) Request for waiver of Fort Getty Pavilion fee by James Pementell for reunion of former students of Carr and Clarke Schools (July 12, 2014)
 - 3) Private Investigator License (new)
 - a) South Shore Investigative Agency
Malcolm Brown
203 Seaside Drive, Jamestown

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) Town Administrator's Report
 - 1) Website update
- B) 2nd Quarter 2014 GZA Monitoring Report

VII. UNFINISHED BUSINESS

- A) Jamestown Philomenian Library Board of Trustees – Library Renovation Design details; review and possible action

VIII. NEW BUSINESS

- A) Tick Task Force Recommendations to Town Council for review and possible action
- B) Review and possible approval - Recycling Contract with RI Resource Recovery Corporation

- C) Awarding of Bid: Logging Recorder for Jamestown Fire Department to Dictrionics of Needham, MA for an amount not to exceed \$10,213.20 as bid as recommended by Chief James Bryer
- D) Agenda items for September 2, 2014 regular meeting

IX. ORDINANCES AND APPOINTMENTS

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) July 7, 2014 (interview session)
 - 2) July 7, 2014 (regular meeting)
 - 3) July 7, 2014 (executive session)
- B) Minutes from Boards, Commissions and Committees
 - 1) Jamestown Conservation Commission (03/11/2014)
 - 2) Jamestown Conservation Commission (06/12/2014)
 - 3) Jamestown Fire Department Compensation Committee (07/15/2014)
 - 4) Jamestown Harbor Commission (05/14/2014)
 - 5) Jamestown Harbor Commission (05/28/2014)
 - 6) Jamestown Philomenian Library Board of Trustees (05/28/2014)
 - 7) Jamestown Philomenian Library Board of Trustees (06/26/2014)
 - 8) Jamestown Tree Preservation and Protection Committee (06/17/2014)
- C) CRMC Notices
 - 1) Public Notice of application for Assent by Mark A. Bard to construct and maintain a new 3 bedroom 24' x 62' dwelling at Clarkes Village Road, Plat 12 Lot 87
 - 2) Notice of Rescheduled Public Hearing on proposed amendments to the CRMC Program Section 210.3 and Glossary to Tuesday, August 26, 2014 at 6:00 pm. Conference Room A, One Capitol Hill, Providence
- D) Abatements/Addenda of Taxes
- E) Finance Director's Report

XI. COMMUNICATIONS AND PETITIONS

- A) Communications
 - 1) Letter of James Rugh re: Quonset Development Corporation signing of 25-year lease with Edisia (creating 65 jobs), 50-year lease with GreenCore (creating 360 jobs), significant expansions by Ocean State Job Lot and Electric Boat, and his negative vote on the option to lease to Cape Wind
 - 2) Letter of Elizabeth, William and Jarrett Brazil re: health and safety issue of target shooting at neighboring property

- 3) Letter of Elizabeth Brazil re: development of Town ordinance regulating target shooting
- 4) Letter of Marsha Brome re: Town Council support for the purchase of a sound shell for the Jamestown Community Band
- 5) Letter of C. Christopher Cannon and Carol Hopkins re: need for regulation of target shooting
- 6) Letter of Shelley G. Widoff with petition of July 16, 2014 signed by property owners of Lower Shoreby Hill opposed to the regulatory approach to historic districts and buildings of value in the draft Preservation Guidelines of June 2014 and Town Council and Planning Commission reference to “majority of residents” of Lower Shoreby Hill
- 7) Letter and petition of the Residents of Reservoir Circle objecting to use of their street as a construction staging area and parking area for vehicles working at East Shore Road properties, blocking resident access, and their request for signage: “NO TRUCK PARKING and NO THRU TRUCKING”

XII. EXECUTIVE SESSION

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

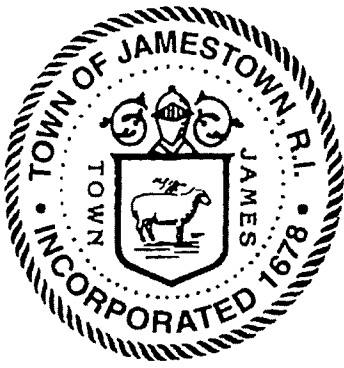
- A) Pursuant to RIGL §42-46-5(a) Subsection (2) collective bargaining (IBPO Contract); discussion and/or potential action and/or vote in executive session and/or open session
- B) Pursuant to RIGL §42-46-5(a) Subsection (2) pending litigation (Fargnoli v. Town of Jamestown); discussion and/or potential action and/or vote in executive session and/or open session
- C) Pursuant to RIGL §42-46-5(a) Subsection (2) disposition of litigation (State v. Masterson); discussion and/or potential action and/or vote in executive session and/or open session
- D) Pursuant to RIGL §42-46-5(a) Subsection (2) pending litigation (Tarbox v. Jamestown Zoning Board of Review); discussion and/or potential action and/or vote in executive session and/or open session
- E) Pursuant to RIGL §42-46-5(a) Subsection (2) pending litigation (PBH Realty, LLC and PBH Vineyards, LLC v. Jamestown Zoning Board of Review); discussion and/or potential action and/or vote in executive session and/or open session
- F) Pursuant to RIGL §42-46-5(a) Subsection (5) real estate (acquisition of property/purchase and sales agreement); discussion, and/or potential action and/or vote in executive session and/or open session
- G) Pursuant to RIGL §42-46-5(a) Subsection (1) personnel (Town Administrator); discussion and/or potential action and/or vote in executive session and/or open session

XIII. 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.net/council/council.html

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 1-800-1-800-745-5555, via facsimile to 401-423-7230, or email cfernstrom@jamestownri.net not less than three (3) business days prior to the meeting.



TOWN OF JAMESTOWN

93 NARRAGANSETT AVENUE
P.O. Box 377
JAMESTOWN, RHODE ISLAND 02835

Town Offices - 423-7201
Fax - 423-7229

July 30, 2014

To: Andrew E. Nota, Town Administrator

From: Chief James Bryer, Fire Chief

Re: Bid Award Logging Recorder

For the Council's consideration the Town of Jamestown, Jamestown Fire Department would like to award the bid for a Logging Recorder.

The Town of Jamestown solicited RFP's for a Logging Recorder. The Town received 3 bids on July 25, 2014 for the Logging Recorder to be installed at the Jamestown Fire Department. The three (3) bids were from Motorola Solutions, North Scituate, RI, Commercial Electronics, San Antonio, TX, and Dictronics, Needham, MA.

After reviewing the bids for completeness, minimum specifications and price, we would like to award the bid to Dictronics of Needham, MA for an amount not to exceed \$10,213.20.

Attachment 1

Rhode Island Resource Recovery Municipal Cap Calculation Procedure

January 12, 2012

PURPOSE:

In accordance with RIGL §23-19-13(g)(3) the Rhode Island Resource Recovery Corporation (“the Corporation”) has developed the below procedure to calculate “the maximum amount of municipal solid waste that each municipality will be entitled to deliver to the corporation at the municipal tipping fee”, known as the municipal solid waste cap (hereafter “Cap”).

OVERVIEW:

The Cap calculation procedure is based on the following criteria: (1) the total of the statewide Cap and diversion adjustments shall not exceed historical waste generation; (2) Caps shall be based on waste diversion targets, not on actual performance; and (3) the distribution should account for both year round and seasonal populations.

PROCEDURE:

On or before April 1st prior to the Corporation’s fiscal year beginning July 1st the Corporation will update the municipal solid waste disposal caps using the steps below, and notify each municipality of its Cap allocation for the upcoming fiscal year.

1. Calculate total **statewide municipal sector waste generation** by totaling all solid waste, and recyclables (i.e., refuse, MRF recyclables, yard debris, scrap metal/white goods, tires, etc.) as reported annually by municipalities to RIRRC.
2. Calculate the total **statewide Cap** by reducing the **statewide municipal sector waste generation** by the waste diversion assumption of 35%, i.e. $\{statewide\ Cap \times (1-0.35)\}$.
3. Obtain the most recent year **population estimate** for each municipality from the more current of the decennial U.S. Census or the Rhode Island Department of Administration Statewide Planning Program’s official Population Projection.
4. Calculate the year-round equivalent **seasonally adjusted population**:
 - a. Obtain the most recent **seasonal housing estimates** from the decennial census;
 - b. For each municipality assume **three occupants per seasonal household**, unless a modification to this assumption is approved by the Corporation’s Executive Director. A municipality seeking to increase the **occupants per seasonal household** assumption shall submit a formal request prior to March 1st to the Corporation’s Executive Director for consideration. Such a request should be supported by documented evidence, such as renter/realtor surveys that show a greater number of occupants per seasonal household assumption applies to the municipality. Approval of any request for an increase to the seasonal housing shall be at the discretion of the Corporation’s Executive Director and shall be granted for the duration of the fully executed Municipal Solid Waste Agreement signed by both the Corporation and the municipality;
 - c. For each municipality calculate the **seasonally adjusted population** using the following formula:
$$\{Population\ Estimate\} + \{Seasonal\ households \times occupants\ per\ seasonal\ household \times 3.5\ months / 12\ months\ per\ year\}$$
5. Calculate each municipality’s **Cap** by multiplying its percentage of the total statewide **seasonally adjusted population** by the total **statewide Cap**.



Material Specifications and Delivery Standards for Single Stream Recycling

1.1 General

- 1.1.1 Reasonable attempts must be made to keep the material dry and free of snow and ice, particularly the paper/fiber.
- 1.1.2 Food and Beverage Containers may be commingled with the paper/fiber material.
- 1.1.3 Food, beverage, aerosol and all other containers must be empty and free of liquids or other contents.
- 1.1.4 All materials must arrive loose unless approved in advance by the Corporation.
- 1.1.5 No material should be contained in plastic bags, with the exception of shredded paper.
- 1.1.6 All attempts must be made to comingle the fiber material with the container material for proper processing at the MRF.
- 1.1.7 Strictly prohibited are those materials that are capable of being tied in a knot or may wrap around sorting equipment, such as but not limited to: string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, yarn, strapping, fishing line and flexible clothes dryer vent tubing.

1.2 Paper / Fiber Material

- 1.2.1 Newspaper shall consist of newsprint and newspaper inserts, Rotogravure and colored sections are acceptable. Newspaper may arrive in paper shopping bags, or mixed with residential mixed paper. All grades of paper must be delivered without yellowing. Newspaper, magazines and cardboard should not be tied into a bundle.
- 1.2.2 Shredded paper must be contained in a clear, relatively transparent or opaque plastic bag. Double bagging of shredded paper is preferred.
- 1.2.3 White Ledger and office paper is acceptable.
- 1.2.4 Corrugated Containers shall consist of corrugated cardboard boxes, substantially clean and dry, empty and free of wood, plastic, Styrofoam and other packing materials. Large corrugated cardboard boxes shall be flattened, be less than 6 ft. x 6 ft, large flat pieces / sections are preferred to small pieces. Material may arrive loose or compacted.
- 1.2.5 Mixed Residential Paper shall consist of a mix of the following: mail, envelopes, magazines, catalogs, phone books, writing paper, paper-back books and paper bags. Thin Cardboard shall include gift-type boxes, shoe boxes, cereal boxes, cores from empty paper towel rolls and other packaged food boxes, without foil accents and devoid of ribbons or other petroleum-based ties or wraps. Brown Paper Bags shall consist of Kraft bags and packaging.
- 1.2.6 Hard cover books are acceptable although covers must be removed. Covers should be disposed of in the trash once removed from book. The paper part of the book may be recycled.

Attachment 2

1.3 Mixed Recyclables / Containers

- 1.3.1 Aluminum shall consist of beverage containers, foil, pie plates and other single-use bakeware. Aluminum beverage containers shall be rinsed, and pie plates, bakeware and foil shall be clean and empty. All aerosol cans must be completely empty of pressurized contents.
- 1.3.2 "Steel" Food, Beverage and Household Containers shall consist of tinned steel food containers, usually no greater than one gallon in size and substantially emptied of contents and contaminants, rinsed. All aerosol cans must be completely empty of pressurized contents. Empty steel latex cans are acceptable.
- 1.3.3 Glass containers (bottles) shall consist of empty, rinsed, unbroken clear, green, or brown container glass. Labels and lids may remain.
- 1.3.4 Loads containing high concentrations of glass, 50% or more, are prohibited. However, dedicated loads consisting solely of glass containers with no other comingled materials are acceptable for tipping at our glass stockpile. Advanced notice of dedicated deliveries of glass is required.
- 1.3.5 Plastic Bottles and Jugs shall include all #1 "PETE" plastic bottles (e.g. soda, salad dressing and shampoo and peanut butter containers), and #2 "HDPE" bottles and jugs (e.g. milk, water, juice and cider jugs, laundry detergent and shampoo bottles) two-gallons in size and smaller. All containers must be empty and rinsed. It is acceptable to leave caps, lids and covers loosely in place on the containers.
- 1.3.6 Paper Milk Cartons, Drink and Juice Boxes (a.k.a. "Gabletops") shall consist of dairy containers (e.g., milk, cream, Half-and-Half), aseptic soy milk, dairy, juice, and other beverage containers. All paper milk cartons and juice boxes shall be empty and rinsed. Plastic caps may be placed loosely back on the empty and rinsed cartons.
- 1.3.7 Additional plastic containers that are now acceptable include the following: #3 PVC Polyvinyl Chloride, #4 LDPE Low Density Polyethylene, #5 PP Polypropylene, #6 PS Polystyrene and #7 Other or Polycarbonate two-gallons in size and smaller. These items must be in container form; examples include frozen food trays, deli-style clam shell containers, yogurt and margarine tubs and beverage containers.

1.4 Non-recyclable Contaminant Items and Materials

The following materials are considered contaminants and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain contaminant concentrations of 10% or above by weight may be subject to immediate rejection and removal from the MRF premises at the expense of the municipality.

- 1.4.1 All other plastic packaging that is not in container shape or form.
- 1.4.2 Plastic bags (bags from retail stores, trash bags, dry cleaner bags, etc.), plastic films, bubble wrap and shrink wrap.
- 1.4.3 Textiles: all clothing, towels, blankets, sheets, linens and footwear.
- 1.4.4 String, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and clothes dryer vent tubing.
- 1.4.5 Styrofoam including coolers, cups and packing materials.
- 1.4.6 Paper towels, tissues and napkins.
- 1.4.7 Ferrous and Non-Ferrous scrap metal items which would include all items made of metal and are not considered to be household can-type containers. Such as electrical

Attachment 2

- appliances, toasters, irons, air conditioners, fans, tanks, buckets, barrels, exercise equipment, toys, bicycles, lawn mower blades, tools, auto parts, etc.
- 1.4.8 Vinyl or plastic covered folders and three ring binders.
 - 1.4.9 Any solid item longer than 3' in length – metal pipe, PVC pipe, copper tubing, wooden broom handles, etc.
 - 1.4.10 VHS tapes, cassette tapes, DVD's and their cases or packaging.
 - 1.4.11 Coated frozen food packaging and boxes.
 - 1.4.12 Multi-pack beverage container cases or boxes designed for refrigeration.
 - 1.4.13 Photographs
 - 1.4.14 Wax coated or wire reinforced cardboard.
 - 1.4.15 Wax or plastic coated paper, cigarette packs, straws or candy wrappers.
 - 1.4.16 Paper drinking cups.
 - 1.4.17 Soap or laundry detergent boxes.
 - 1.4.18 Scrap metal of any kind, in particular knives, razor blades, saw blades, drill bits; also prohibited nails, screws, nuts, bolts or other fasteners.
 - 1.4.19 Non-container glass: windows, light bulbs (incandescent and CFL type), plate glass, safety glass, cookware, drinking glasses, dishes, bowls, ceramics, pottery, milk glass, mirrors, and broken glass.
 - 1.4.20 Mixed Rigid Plastics and #3 - #7 non-container plastics – plastic shelving, lawn furniture, toys, crates, flower pots, trays, baskets, barrels, drums, trash cans, recycling bins, etc.
 - 1.4.21 Construction materials: wood, vinyl siding, vinyl gutters, bricks, drywall, concrete blocks, gravel and saw dust.
 - 1.4.22 Wrapping or packing materials – tape, plastic liners, ribbon or foil.
 - 1.4.23 Containers that once held any household hazardous materials such as pesticides or automotive fluids.
 - 1.4.24 Magnets or magnetic items.
 - 1.4.25 Rubber items such as tires, tubes and belts.
 - 1.4.26 Batteries, all types including automotive, household and rechargeable.
 - 1.4.27 Electronic Waste: Televisions, laptops, cell phones, computers, etc.
 - 1.4.28 Printers, copiers and toner cartridges.
 - 1.4.29 Hybrid packaging containers made of more than one material, such as canisters with cardboard cylinder, foil lining, and metal end caps.
 - 1.4.30 Coat hangers – metal or plastic.
 - 1.4.31 One Gallon plastic paint cans.
 - 1.4.32 Mattresses, furniture
 - 1.4.33 Incoming fiber materials that contain a moisture content in excess of 30%
 - 1.4.34 Large amounts of snow or ice, defined as 10% or more of the load by either weight or volume.

1.5 Non-recyclable Prohibitive Items and Materials

The following materials are considered prohibitive and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain these materials may be subject to immediate rejection and removal from the MRF premises, regardless of percentage of concentration, at the expense of the hauling company.

- 1.5.1 Medical waste: To include hypodermic needles and lancets, Intravenous tubing and bags, oxygen respiration tubing and masks.

Attachment 2

- 1.5.2 Containers labeled as having at one time contained a hazardous or flammable material. Chemical containers may be deemed acceptable if thoroughly washed and all HAZMAT labels have been removed and all containers are completely empty with the caps removed. Containers containing unknown fluids or other unknown materials will also be considered as prohibitive.
- 1.5.3 Pressure vessels or cylinders to include but not limited to such items as liquid propane tanks, acetylene tank, oxygen tanks or helium tanks.
- 1.5.4 Ammunition, fireworks and explosives.
- 1.5.5 Deceased animals, diapers, human or animal waste.
- 1.5.6 Municipal or Commercial solid waste, construction & demolition debris which includes large blocks of concrete, large sections or lengths of wood or large pieces of metal.
- 1.5.7 Organic waste of any kind, including food scraps, cooking oils, human or animal waste, and yard wastes such as leaves, sticks, branches, rocks, stones, mulch, compost, sand and dirt, trees, brush, grass clippings.

1.6 Additional Materials

As new markets open for recyclable items the MRF may accept the delivery of certain materials. These materials must be delivered in dedicated clean loads completely separate from the comingled single stream materials.

- 1.6.1 LDPE Plastic film and shrink wrap – accepted in dedicated loads in clean and dry condition.
- 1.6.2 Large sized (over two-gallon) HDPE and Polypropylene rigid plastic bins and containers: accepted in dedicated loads, containers must be completely empty. Note: 55 gallon drums are not included in this provision.

Questions regarding the safe or proper disposal for any item listed under the contaminants or prohibitive materials listings should be forwarded to Brian Card at (401) 942-1430 extension 140.



- Title:** RIRRC MRF Municipal Recycling Transfer Policy
- Purpose:** The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's (RIRRC) requirements for municipalities utilizing a transfer station or recycling center for shipping recyclable materials to the Johnston Materials Recycling Facility (MRF), and to establish a standard procedure to account for the transfer of municipal recyclables.
- Scope:** The provisions of this policy apply to all municipalities utilizing transfer stations or recycling centers for the shipment of recyclable materials to the Johnston MRF.
- Objectives:** The objectives of this Policy are to: 1) protect the public's investment in the Johnston MRF; 2) process recyclables of the highest possible quality; 3) maximize the return on the marketing of the recyclables; 4) assist Rhode Island municipalities in the efficient collection and shipping of recyclable materials; and 5) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality.
- Definitions:** For the purposes of this policy, all definitions contained in the RI Department of Environmental Management *Rules And Regulations For Composting Facilities And Solid Waste Management Facilities* (DEM-OWM-SW01-97 Sec 1.3.00), as well as the following definitions shall apply.
- “Municipal Transfer Station” - shall mean a transfer station accepting materials from one, and only one, municipality and no commercial entities. For the purposes of this policy, two or more municipalities may act as one municipal entity in the Corporation’s view. In such case, the municipalities involved must have a written agreement, on file with the Corporation and signed by the appropriate officials from both municipalities, indicating the responsible party for billing and crediting purposes.
- “Regional Transfer Station” – shall mean a transfer station accepting materials from more than one municipality, or, any commercial entity.
- “Transfer” – shall mean to take recyclable material from collection vehicles and ultimately place in other transportation units for movement

to another solid waste management facility.

Policy:

All municipalities utilizing transfer stations or recycling centers for shipping recyclable material to the Johnston MRF must have written approval from RIRRC and be signatory to a RIRRC Solid Waste and Recycling Services Agreement. It remains the responsibility of the municipality to ensure the quality, and prevent loss of recyclable materials delivered to the Johnston MRF.

Municipalities requesting permission to transfer recyclables must demonstrate that a significant cost savings can be achieved (i.e., the distance to the Johnston MRF is great enough to warrant transfer).

RIRRC requires that all transfer stations and recycling centers utilized in the transfer of municipal recyclables to the Johnston MRF to have the following: 1) a current and valid RI Department of Environmental Management (RIDEM) operating license including a RIDEM approved operating plan for transfer stations, or in the case of recycling centers, a letter of approval from RIDEM; 2) RIRRC approval of any and all equipment used in the storage and handling of recyclable materials including but not limited to compacting equipment, roll-off containers and tipping ramps and platforms; and 3) a written agreement allowing RIRRC to perform unannounced inspections of the facility upon issuance of a written notice by RIRRC. This notice shall contain the justification for such inspections and the time interval that the inspections will last.

Additional requirements for regional transfer stations include: 1) a working and calibrated weighing facility; 2) a plan, approved by RIRRC, for transferring weight transaction information to RIRRC for accounting purposes including a means for verification of transaction weights by the appropriate municipal officers; and 3) written agreement to allow for inspections and periodic auditing of weight transaction records by RIRRC personnel.

Certification for the transfer of municipal recyclables will be issued for a period of time so that the expiration will coincide with the expiration of the RIDEM operating license for the transfer station utilized by the municipality.

Procedure:

The municipality is responsible for developing a plan to prevent contamination and loss of recyclable materials. All municipalities that transfer recyclable material to the Johnston MRF via a transfer station or recycling center shall submit a written request to the RIRRC Recycling Manager for approval to transfer municipal recyclables.

All requests must contain the following information: 1) names and addresses of the appropriate municipal or corporate officers responsible

for the operation of said transfer station or recycling facility; 2) copies of RIDEM license and operating plans for the facility; 3) if not included in the RIDEM operating plan, descriptions and specifications of all equipment including, but not limited to, compacting equipment, roll-off containers, and tipping ramps and platforms used in the handling and storage of recyclable material to be processed at the Johnston MRF.

Requests pertaining to regional transfer stations must also include: 1) a plan for the bi-annual calibration and certification of weighing facilities; 2) a plan describing means or mechanisms for keeping municipal materials separate from commercial materials; and 3) a plan for the transfer of weight transaction information to RIRRC for accounting purposes, including a means for verification of weight transaction information by the appropriate municipal officers.

Upon receipt of a request, the RIRRC Recycling Manager will arrange to inspect the facility (within 30 business days). The inspection will consist of, but not be limited to, visual inspection of the recyclable handling process including tipping and compacting of recyclable materials, and the verification of appropriate weighing facility calibration documentation.

If the request for certification and the facility meet the approval criteria, a certification will be issued (within 30 business days) pending the signing of an agreement that allows RIRRC personnel access, at any time, to all facilities associated with the handling and storage of recyclable materials to be processed at the Johnston MRF.

Certifications for the transfer of municipal recyclables will be valid for a period of time so that renewal of the certification will coincide with the RIDEM Operating License for the said transfer station. If either the municipality or the transfer station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan associated with the transfer of recyclable material, or any plans submitted as part of the certification request, a request in writing to the RIRRC Recycling Manager, must be made. A review and response to all such requests will be made within 10 business days. All approved alterations will be documented and amended to the original certification.

Certifications for the transfer of municipal recyclables may be revoked at any time if the municipality, or any commercial entity responsible for the collection and shipping of the municipality's recyclable material, is found to be in non-compliance with any of the provisions contained in: the RIDEM Operating Plan for the said transfer station, this policy, or any plans submitted as part of the certification request. Such municipalities will be notified immediately by the RIRRC Recycling Manager, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for

such revocation.

Exceptions: The above policy may have exceptions. Requests for exceptions from specific requirements and/or criteria, however, must be approved and supported by a reasonable written explanation and justification. The municipality is responsible for the preparation of the explanation and justification for the exception.

Attachments: Attachment 1: Board Resolution.

Attachment 2: Refrenced Correspondence.

Authority to Grant Exceptions: The Executive Director or Deputy Executive Director are authorized to grant exceptions to this policy.

Effective Date: October 21st, 1998

Note: Every request to transfer must be presented to the Board of Commissioners for approval.

Attachment 1



RESOLUTION

BE IT HEREBY RESOLVED THAT THE BOARD OF COMMISSIONERS, BASED UPON THE RECOMMENDATION OF THE FINANCE SUBCOMMITTEE, ADOPTS A POLICY ALLOWING THE TRANSFERRING OF RECYCLABLES ON A CASE BY CASE BASIS. SUCH POLICY SHALL INCORPORATE THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM DATED NOVEMBER 20, 1997, AND THE MEMORANDUM OF COMMISSIONER RAGOSTA DATED OCTOBER 5, 1998. ANY MUNICIPALITIES WHICH TRANSFER RECYCLABLES CONSISTENT WITH THE TERMS OF THIS POLICY MUST EXECUTE AN AMENDED SOLID WASTE AND RECYCLING SERVICES AGREEMENT TO REFLECT THE APPLICABLE TERMS.

65 Shun Pike
Johnston, RI 02919-4512
TEL: (401) 942-1430
FAX: (401) 946-5174
www.rirrc.org

Attachment 2

Dominic L. Ragosta, CPA

25 Debbie Drive
Cranston, RI 02921

October 5, 1998

Sherry Giarrusso-Mulhearn
65 Shun Pike
Johnston, RI 02919

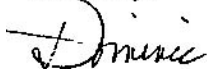
Dear Sherry:

After my review of the staff memorandum dated July 24, 1998 regarding Recycling Transfer Policy, and consideration of the macro issues involved (outlined in a separate enclosed memorandum), I am of the opinion that the finance committee should recommend to the board of commissioners the following:

RIRRC grant its approval to allow the interim disposal of materials to independently-owned transfer stations prior to their final delivery to our site. This approval should be on a case-by-case basis and be contingent upon a reaffirmation of all contractual terms with the municipality. RIRRC should build "put or pay" trash contract terms into our agreements and add language which will provide safeguards to control/prevent pilfering and mixing of materials (and give the agency recourse in the event of defaults). To that end, in addition to our own contractual amendments, I strongly suggest that we require the municipality to amend its contract with its collection company to reflect language that clearly defines the collection company's role as a transport agent and the transfer station owner's status as a mere facilitator with absolutely no title or interest in any materials temporarily held on their site.

I hope this decision shows my desire to achieve a private/public sector partnership while at the same time providing cost effective/efficient and environmentally safe disposal choices. As you know this is not an easy equation to balance in an emerging marketplace and given some statutory limits and goals.

Sincerely,



DOMINIC L. RAGOSTA



MUNICIPAL LEAF AND YARD DEBRIS CAP SHARING POLICY

EFFECTIVE 2/19/10 (Revised 2011)

1. POLICY

- 1.1. Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (the Corporation) hereby establishes the following program for the purpose of facilitating the sharing of municipal leaf and yard (L&Y) debris cap, heretofore described as L&Y cap transfer, amongst Rhode Island municipalities.
- 1.2. Rhode Island Resource Recovery Corporation will administer all provisions of this policy.

2. SCOPE

- 2.1. This policy applies to all Rhode Island municipalities.

3. RESPONSIBILITY

- 3.1. The Executive Director has overall responsibility for this policy.
- 3.2. The Director of Recycling Services is responsible for the implementation and daily administration of this policy.
- 3.3. The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.
- 3.4. The Municipalities are responsible for initiating the cap transfer process amongst themselves.

4. GENERAL GUIDELINES

- 4.1. The Corporation shall allow L&Y cap transfers as described below.
- 4.2. Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.
- 4.3. Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.

Attachment 4

- 4.4. A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
- 4.5. L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.
- 4.6. Transferred cap shall not be applied to a municipal account retroactively so as to receive a credit against already incurred over the L&Y cap charges. Additional L&Y cap should be requested before the overage occurs. No credits shall be granted.
- 4.7. Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.
 - 4.7.1. Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
 - 4.7.2. Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
 - 4.7.3. L&Y cap shall not be transferred from one fiscal year to another.
 - 4.7.4. L&Y cap shall not be borrowed from subsequent fiscal years.
 - 4.7.5. Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
 - 4.7.6. Municipalities are under no obligation to transfer L&Y cap.

5. LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES

5.1. RIRRC PROCESS

- 5.1.1. The Corporation will provide the municipalities with a list of all municipal L&Y caps for the current fiscal year (FY10) and shall make the list available for subsequent fiscal years at the same time the municipal solid waste caps are distributed. On the first list of the year, it shall be assumed that all municipalities have unused cap available to transfer. This list shall include, at a minimum, the following information:

- (a) Municipality Name
- (b) Original L&Y Cap Amount
- (c) L&Y Cap Amount Available for Transfer

Attachment 4

(d) L&Y Cap Amount Available to Receive

- 5.1.2. The Corporation shall process transfers according to Section 5.3 below.
- 5.1.3. The Corporation shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- 5.1.4. The Corporation shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

5.2. MUNICIPAL PROCESS:

- 5.2.1. Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- 5.2.2. A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- 5.2.3. The Requestor shall ask for a specific tonnage of L&Y cap when requesting a transfer. The Requestor shall sign the form provided by the Corporation authorizing the acceptance of the L&Y cap transfer.
- 5.2.4. The Owner shall sign the Requestor's form indicating approval to transfer the L&Y cap amount from the Owner's municipal L&Y cap to the Requestor's municipal L&Y cap.
- 5.2.5. Either the Owner or the Requestor shall forward the co-signed form to the Corporation in one of the following manners (if emailed, the form should be sent as a legible scan or electronically signed file. If illegible, RIRRC reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

(a) U.S. Postal Service addressed to:

RIRRC
65 Shun Pike
Johnston, RI 02919
Attn: Steve Pietrantozzi

(b) Fax to:

942-0239
Attn: Steve Pietrantozzi

Attachment 4

(c) Email to:
stevep@rirrc.org

(d) Hand delivery to Steve Pietrantozzi

5.3. RIRRC SCALEHOUSE PROCESS:

- 5.3.1. Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse Manager or his designee shall complete the transfer as agreed upon. The transferred L&Y cap shall be available to the approved Requestor no later than the following business day.
- 5.3.2. The Scalehouse Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- 5.3.3. The Scalehouse Manager shall provide an updated L&Y cap list to the Director of Recycling Services for distribution to the municipalities.
- 5.3.4. A copy of the fully executed transfer form shall be attached to both municipalities' solid waste contracts for the fiscal year in which the transfer occurred.



Rhode Island Resource Recovery Corporation Facility Rules

Ensuring the safety of our employees, customers, and visitors onsite is our top priority. These guidelines are divided into three sections –Legal, Personal and Site Safety, and Operations. Failure to follow the site rules can result in rejection of the waste load or banning of the driver from the premises.

Legal

1. All drivers shall possess an active driver's license, registration and proof of insurance in accordance with state law. RIGL 31-10-1, 31-3-1, 31-47-9.
2. All loads entering the facility must be completely covered to prevent any waste from blowing off the load and causing litter en route to the site. All tarps must be in good repair and completely cover the open top of the load. RIGL 31-25-9 and 31-25-10, \$85.00 fines by police.
3. No smoking is allowed on site except in designated smoking areas.
4. No regulated or Hazardous waste is accepted at this facility.
5. Disposing Out-of-State Waste (waste not generated in Rhode Island) at the Central Landfill is felony crime and shall be punishable by imprisonment up to (3) three years and a **\$50,000 fine**.
6. Weapons and violence of any type will not be tolerated on the premises.
7. Use of the facility is at your own risk, we do not accept responsibility for damage to vehicles.

Personal and Site Safety

1. Be prepared to stop/slow down at front entrance as security is present.
2. Tail gates and turnbuckles must be closed and latched before leaving the working areas.
3. No driver shall pass behind any vehicle or pass underneath a raised tailgate.
4. All customers will be required to wear high visibility vests at all times on site. Any customer not wearing a high visibility vest will not be allowed to use the RIRRC facility.
5. No minors are allowed out of the vehicle at any time.

Attachment 5

6. The speed limit on site is 15 MPH. All drivers are expected to follow rules and regulations regarding traffic control devices on the site premises. No passing is allowed on the premises.
7. Sturdy puncture resistant work boots are required on site, no tennis shoes or open toed shoes are allowed.
8. RIRRC requires immediate notice of any accident or incident to our security department or the nearest RIRRC employee.

Operations

1. All visitors must report to the Main Building “A” and check in with the receptionist.
2. The RIRRC facility accepts waste Monday through Friday from 6 a.m. to 3:45 p.m. and Saturday from 6 a.m. to 12 p.m. On holiday weeks the facility will remain open until 2 p.m. on Saturdays. The final loads must be on the scale no later than the last receipt times stated above.
3. Removal of tarp/cover is allowed only in the working face area, near the tipping facility or near the recovermat facility. No tarps should be removed on the scales or along roadways prior to these areas to prevent blowing litter.
4. Drivers are expected to adhere to the directions of the waste inspector/spotter.
5. All trucks will sweep open top boxes, rear tail gates and bumpers off at the designated locations before leaving the area to prevent materials from falling off outside the gate and causing a nuisance or an unsafe condition.
6. This site performs random load inspections. If you are selected for a random check please cooperate with site personnel to avoid unnecessary delays.
7. Only the driver is allowed to exit his vehicle in the working area. If the driver exits the vehicle, he/she must stay in close proximity to the truck. No wandering around, or salvaging is allowed.
8. If your truck becomes stuck we will tow your truck out of the traffic pattern with your driver’s permission. If that becomes necessary we require the driver of the truck to hook the tow chain, cable or strap to his/her vehicle to prevent damage. We will connect the tow device to the landfill equipment. All tows at the landfill are only to remove the stuck vehicle from the traffic pattern, any tow necessary beyond that is the responsibility of the hauler.
9. During inclement weather, exiting trucks may be diverted through wheel washers or may be required to hose off before leaving the site to prevent mud tracking on the public roadways. If the wheel wash diversion lane is in use, you are required to use it, no bypassing is allowed.



April 7, 2014

Greetings,

Enclosed is your municipality's *Solid Waste and Recycling Services Agreement* (Agreement) with the Rhode Island Resource Recovery Corporation (RIRRC) for **Fiscal Years 2015-17**, which encompass the one-year periods beginning July 1, 2014 and ending June 30, 2015, beginning July 1, 2015 and ending June 30, 2016, and beginning July 1, 2016 and ending June 30, 2017.

The price for Municipal Solid Waste (MSW), disposal code 201, remains unchanged from the previous years' agreement, at \$32.00 per ton. However, RIRRC expects that this will be the final contract where this price will be in effect. Landfilling currently costs RIRRC \$43.00 per ton, far above the subsidized municipal disposal fee. RIRRC's mission is to provide cost effective, efficient, and environmentally safe disposal for Rhode Island's cities and towns. We do not need to make a profit, but we do need enough revenue to pay our bills and provide for the future infrastructure needs to manage Rhode Island's waste. We are in the process of exploring municipal disposal fee financing options, and would greatly appreciate your input.

This Agreement is based on the prior years' agreement, with some modifications. There are several pricing changes to ancillary materials, as well as program initiatives expected to begin over the next two years:

Pricing:

- **Tires:** Due to the closing of the tire burning plant in Sterling, CT, per ton tire disposal prices have increased. The new price per ton is \$50.00. **You are highly encouraged to seek alternate solutions for tires.** The single tire price has decreased to \$2.50 each. We typically do not receive more than four tires at a time from the general public. More than four tires usually triggers the minimum weight/minimum disposal fee of \$25.00. If someone brings us just one or two tires, we don't want them to pay more than is reasonable. Additionally, the assessment for landfilled tires has been eliminated.
- **Mattresses:** Individual unit (mattress or box spring) pricing has increased to \$15 per unit. The per ton price remains the same. **You are highly encouraged to seek alternate solutions for mattresses.**
- **Equipment Use Fee:** Rejected loads from the Materials Recycling Facility (MRF) will now be priced at the same rate as landfill loads that require us to use our equipment to assist the customer. The old MRF rejected load rate was \$100.00 per load. The new MRF rejected load rate is \$250.00 per rejection. Loads that are considered to have excess moisture may be subject to rejection. Excess moisture is determined by the MRF Operations Supervisor, and is considered to be loads that are saturated with liquid and unable to be processed.

Program:

- **Paint:** The PaintCare paint recycling program expects to begin sometime in the summer of 2014. You may continue to direct residents to the Eco-Depot, or you may direct residents to local paint collection sites. The sites will be listed on the PaintCare website as well as the RIRRC website. There is no charge to residents to drop-off program covered products. If your community has a transfer station, you will be contacted by PaintCare soliciting your participation. You are under no obligation to participate, but are encouraged to do so.

65 Shun Pike Johnston, RI 02919-4512
Tel: (401) 942-1430 Fax: (401) 946-5174
www.rirrc.org

- **Mattresses:** The mattress producer responsibility program expects to begin in late 2015 or early 2016. As of April 2014, program details were still being developed, however when the program begins, there will no longer be a charge to municipalities for mattress disposal. You may be contacted by the Mattress Recycling Council to host a drop-off site, particularly if your community has a transfer station or recycling center. You are under no obligation to participate, but are encouraged to do so.

Other Changes:

- **Construction & Demolition Debris (C&DD):** Due to the law passed in 2012 banning RIRRC from using C&DD as alternate daily cover, we no longer grind this material and instead dispose it as solid waste. Because we do not have an alternate use for the material, we are unable to code it as such. Please be advised that any municipal C&DD brought to RIRRC will continue to be coded as MSW and will count against your municipal cap, as per the RIRRC memo to municipalities dated April 2, 2012. **You are highly encouraged to seek alternate solutions for C&DD.**
- **Recycling Profit Share Reporting Form:** A reporting form has been created to document your community's use of the recycling profit share. The form will be due August 1 the year following the profit share distribution. For example, the form due August 1, 2014 will cover the use of the profit share from September 2013-July 2014, and will be mentioned in the press materials for the profit share event in September 2014. Your community's usage may be highlighted as an example.

Please keep in mind that only materials on the DEM Mandatory Recyclables list and MSW are required to come to RIRRC facilities. You are within your rights to divert non-mandatory recyclables elsewhere. You may not, however, direct mandatory recyclables to other facilities without express written permission from RIRRC. For all materials diverted from RIRRC, please keep accurate and verifiable records detailing the weight of the diverted items to be included in your annual report, due to RIRRC each February.

Please sign and return the enclosed Agreement by close of business (4:30 PM) August 1, 2014. After the Corporation receives your signed copy, we will then sign the contract and forward to you a copy of the fully-executed agreement. For each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, the 1000-ton commercial contract solid waste disposal fee (\$54) will be charged to the municipality for all MSW, until RIRRC receives the signed Agreement. After receiving the signed Agreement, the municipal solid waste rate of \$32 per ton shall be applied. There will be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to the municipality during the time the municipality was disposing MSW without a fully executed Agreement past the Agreement execution deadline.

If you have any questions, please do not hesitate to call me at 228-3112.

Sincerely,



Sarah Kite-Reeves
Director of Recycling Services

Enclosure

CC: Michael O'Connell, Executive Director
Dean Huff, CFO

65 Shun Pike Johnston, RI 02919-4512
Tel: (401) 942-1430 Fax: (401) 946-5174
www.rirrc.org

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY THE CORPORATION

And

THE TOWN OF JAMESTOWN

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (Agreement), made and entered into as of this _____ day of _____, 2014 by and jointly between RHODE ISLAND RESOURCE RECOVERY THE CORPORATION, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and **THE TOWN OF JAMESTOWN**, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 93 Narragansett Avenue, Jamestown, RI 02835. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement is a three-year period from July 1, 2014 through June 30, 2017. **The effective date of this Agreement shall commence on the date first appearing above** and end on June 30, 2017, unless sooner terminated or extended as provided herein. Fiscal Year 2015 is the one-year period from July 1, 2014 through June 30, 2015, Fiscal Year 2016 is the one-year period from July 1, 2015 through June 30, 2016, and Fiscal Year 2017 is the one-year period from July 1, 2016 through June 30, 2017.
2. **DISPOSAL OF SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a. provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b. pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c. assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party.

This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above except where Municipality has implemented a commercial recycling program for which it has assumed responsibility for collection, either directly by municipal employees or through a

contract or license.

- 3. COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW and Recyclables delivered to the Corporation's Facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any Facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's vehicle, whether or not it has been off-loaded. The Corporation's Customer Safety Rules are attached as **Attachment 5**.
- 4. FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation \$32 per ton for the disposal of all its non-segregated MSW up to its annual Cap Tonnage.

During the term of this Agreement, Municipality agrees to pay the Corporation the lower of either \$75.00/ton OR the 1000-ton commercial solid waste contract fee, which is currently \$54/ton, for disposal of all MSW in excess of its annual Cap Tonnage.

"Cap Tonnage" means the MSW tonnage established by the Corporation for each municipality. The MSW Cap is calculated in accordance with Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure", adopted by the RI Secretary of State June 6, 2012 (**Attachment I**). The target waste diversion rate used in the cap calculation procedure is 35 percent (35%). The Cap shall be adjusted each year according to the established Rule. The new municipal Cap shall be distributed to no later than May 1 and shall constitute an addendum to this Agreement.
- 5. BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the disposal of MSW at the Landfill and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
- 6. EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly as stated in Section 5 with the issuance of each month's invoice.
- 7. AGREEMENT EXECUTION DEADLINE.** MUNICIPALITY shall return a fully executed Agreement to the Corporation by close of business **August 1, 2014**. The 1000-ton commercial contract solid waste disposal fee as referenced above shall be charged to MUNICIPALITY for each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, after which the MSW rate as set in Section 4 shall be applied. There shall be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to MUNICIPALITY during the time MUNICIPALITY was disposing MSW without a fully executed Agreement past the Agreement Execution Deadline.

8. DELIVERY OF RECYCLABLES FOR PROCESSING. MUNICIPALITY agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Recyclables which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver recyclables elsewhere. MUNICIPALITY must request in writing permission from the Director of Recycling Services to direct MRF allowable recyclables to an alternate recycler. Requests will be considered on an annual basis. The Corporation agrees to process and market one hundred percent (100%) of said Recyclables that are delivered in saleable condition, for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Recyclables" generally includes but are not limited to materials generated by a household during the normal course of the day and which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Accepted MRF recyclables, and their acceptance criteria, are listed in **Attachment 2**. MUNICIPALITY agrees to deliver these Recyclables regardless of whether these Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program pursuant to revisions of the RI Department of Environmental Management Municipal Recycling Regulations, and would therefore be subject to the terms of this Agreement.

a. Moisture Prohibition. Municipality shall take every precaution to ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet to process, meaning saturated with liquid, shall be subject to rejection. Such determination shall be made by the MRF Operations Supervisor and shall be binding. Rejected loads will be recoded as MSW, be taken to the landfill for disposal, and a disposal fee equal to \$32/ton (if under the cap) or \$54/ton (if over the cap) shall be charged to the municipality. An equipment use fee will also be applied to rejected loads.

9. TRANSFER OF RECYCLABLES. MUNICIPALITY must apply to the Corporation in writing for permission to use a transfer station to transfer Recyclables from a curbside collection vehicle to a trailer truck for transport to the MRF. Recyclables can be transferred only if the Corporation grants, in writing, permission to do so under the following conditions:

- a.** The transfer station to be used by municipality must be initially inspected and certified by the Corporation before the transfer of Recyclables can begin.
- b.** Municipality must fully comply with all terms and conditions of the Corporation's Recyclables Transfer Policy (see **Attachment 3**).
- c.** Municipality must demonstrate to the Corporation's satisfaction that the transfer of Recyclables according to the aforementioned Recyclables Transfer Policy will result in a significant cost saving.
- d.** The Corporation shall retain the right to additionally inspect the transfer station with respect to the transfer of Recyclables. If the transfer station is privately-owned, the Corporation's inspection rights must be granted before permission to transfer Recyclables is granted.
- e.** The Corporation also reserves the right to audit any weight transaction reports pertaining to the transfer of Municipality's Recyclables.
- f.** If the Recyclables Transfer Policy or any part of this Section 9 is violated in any way by Municipality or Municipality's hauler for any reason, the Corporation may terminate this Agreement.

10. MUNICIPAL RECYCLABLES TIP FEE FREE. Municipal Recyclables, as delineated in Section

8 and Attachment 2 of this Agreement, shall be delivered to the MRF at 33 Shun Pike, Johnston by Municipality and accepted for processing by the Corporation tip fee free, pursuant to RIGL 23-19-31.

11. DISPOSAL FEES FOR OTHER MATERIALS. PROPOSED FEES EFFECTIVE FISCAL YEAR 2015 (Some fees are determined by State Statute and may be subject to change as decided by the General Assembly; Fees are pending RIRRC Board of Commissioners approval):

a. White Goods. MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for white goods, and when applicable, a \$12.00 per unit Freon Removal Fee.

b. Leaf & Yard Waste. For the term of this agreement and pursuant to RIGL 23-19-3, MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&Y Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide Planning Population Projections) by .025 tons. Leaf and yard waste caps shall be adjusted annually. MUNICIPALITY agrees to pay the Corporation \$25.00 per ton for the disposal of all leaf and yard waste in excess of its annual leaf and yard waste cap. The over the cap fee for L&Y is established by the General Assembly, and as such is subject to change as they determine. The L&Y Cap shall be adjusted each year according to the established Rule, "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure". The new L&Y Cap shall be distributed to MUNICIPALITY no later than May 1 and shall constitute an addendum to this Agreement.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Leaf and Yard Waste Cap Sharing Procedure is attached to this Agreement as **Attachment 4**.

c. Tires. Municipality agrees to pay the Corporation:

- 1) A fee of \$50.00 per ton for segregated loads of waste tires, or
- 2) A fee of \$2.50 per segregated waste tire.

MUNICIPALITY is encouraged to find an alternate disposal or recycling option for tires.

d. Mattresses and Box Springs. Municipality agrees to pay the Corporation:

- 1) A fee of \$250.00 per ton for segregated loads of mattresses and/or box springs, or
- 2) A fee of \$15.00 per unit for segregated mattresses and/or box springs, or
- 3) A fee of \$50.00 per unit for landfilled mattresses and box springs.

Commencing in calendar year 2015, mattresses and box springs will be subject to RIGL 23-88, the Responsible Recycling, Reuse, and Disposal of Mattresses Act. This Act is a manufacturer financed recycling program; MUNICIPALITY shall not be required to participate in the manufacturer program, however MUNICIPALITY is highly encouraged to do so. It is the hope that the Mattress Recycling Council will be able to begin the program in late 2015, however their start date may not be until early 2016.

e. Construction and Demolition Debris (C&DD). Acceptable Municipal C&DD is only

that material as defined by RI Department of Environmental Management Solid Waste Regulation 1.3.47 that is delivered by a municipality. Municipal C&DD tonnage is considered MSW and will be applied against the municipality's annual Cap Tonnage as defined in Section 4 and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&DD.

f. Rejected Loads. There will be a **\$250 equipment use and reload fee** assessed for any load of municipal recyclables that are rejected by the MRF and that must be reloaded into a vehicle. The tonnage associated with the rejected load will be charged to the municipality at its MSW rate.

MRF Load Inspection and Rejection Procedure

Inbound loads of recyclable material are inspected by the MRF staff to ensure that the minimum quality standards are met. The minimum quality standard is defined as a load having no more than 10% of non-recyclable material by either weight or volume. (See Attachment 2 for recyclable material specifications). Loads may also be rejected upon discovery of items that would cause damage to MRF equipment or personnel, such as, but not limited to, garden hoses, chains, cables, bricks, dead animals, propane tanks, or metal pipes. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the MUNICIPALITY verbally and electronically (e-mail) regarding any rejected loads. This notification will occur verbally no later than the close of business on the day of the rejected load, with electronic detail following within 48 hours of the rejection. Rejected loads are subject to a \$250 equipment use fee, due to required cleanup of tipping floor and hauling rejected materials to the landfill. Continued failure of a customer to meet the minimum quality standards could result in the termination of the agreement. MUNICIPALITY shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

12. COMPOST FOR CONTRACT MUNICIPALITIES. The Corporation will, from time to time, make finished compost available free of charge to those municipalities with Solid Waste and Recycling Services Agreements who have **also** delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to pick up free compost for their use.

13. RECYCLING INCENTIVES.

As recommended by the RI Solid Waste Management Plan adopted by the RI Department of Administration Statewide Planning Program, the Corporation will continue its municipal recycling funding program to assist Rhode Island municipalities with the cost of improving waste reduction and recycling programs in order to achieve increased waste diversion rates. To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:

a. When Corporation finances allow, a MRF profit share shall be offered to eligible municipalities. MRF profit share that will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF Commodities less: all direct

operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. MUNICIPALITY must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Profit Share Annual Reporting Form" to record and report to the Corporation the use or intended use of the prior year's profit share. The Annual Reporting Form is available from the Recycling Program Manager and shall be due to the Corporation by August 1.

Condition - The Corporation will offset any and all profit share funds from any municipality with a receivable greater than 60 days on the Corporation's monthly Account Receivable Aged Balance Report.

- b. When Corporation finances allow, a competitive waste reduction and recycling program enhancement grant program will provide funding for RIRRC approved municipal proposals for enhanced recycling programs or procedures which support the Corporation's objectives of increasing waste diversion. Grant awards must be used solely for the purpose and program for which the municipality's grant application has been approved. Grants are not transferable, either year to year or entity to entity.
- c. A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins (excludes totes/carts, deskside, apartment sized, and other specialty recycling containers).
- d. A Fiscal Year-End Tip Fee rebate shall be applied in the following manner to those municipalities that qualify:
 - (1) Base Level Tip Fee: Thirty-two dollars (\$32.00) per ton for any municipality that recycles between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.
 - (2) One Dollar (\$1.00) Per Ton Rebate: Thirty-one dollars (\$31.00) per ton for any municipality that recycles between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
 - (3) Two Dollars (\$2.00) Per Ton Rebate: Thirty dollars (\$30.00) per ton for any municipality that recycles between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
 - (4) Three Dollars (\$3.00) Per Ton Rebate: Twenty-nine dollars (\$29.00) per ton for any municipality that recycles thirty-five percent (35%) or more of its solid waste at the MRF.
 - (5) The Corporation shall issue a rebate not later than September 1 of each year to those municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the municipality's current-year signed solid waste and recycling services agreement with the corporation.

14. **INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW, including Segregated Solid Waste and Recyclable materials, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to

abide by the terms of this Agreement.

15. TERMINATIONS AND REMEDIES.

TERMINATIONS. This Agreement may be terminated due to:

- a. Breach of any duty and/or obligation under this Agreement which is not cured within thirty days of notice by either party.
- b. Change of circumstances which prohibit or significantly impair either party's ability to perform its duties and/or obligations under this Agreement.
- c. The Corporation has the absolute right in its sole discretion to terminate this Agreement and prohibit any deliveries if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. MUNICIPALITY shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

REMEDIES. Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

- a. commence an action for damages and for injunctive relief;
- b. pursue any other remedies available to it by law; and/or
- c. The Corporation may refuse to provide Municipality with any Solid Waste Disposal or Recycling services or Municipality may refuse to bring all Solid Waste and Recyclables to The Corporation's facilities.

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

16. UNACCEPTABLE MATERIALS. Neither Solid Waste nor Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for disposal at the Central Landfill.

17. LICENSE RESTRICTIONS AND REQUIREMENTS. The Corporation is currently utilizing the Phase V landfill cell to dispose of MSW and may begin to use Phase VI during the course of this agreement. Municipality agrees to be bound by any additional requirements and/or restrictions,

which may be imposed by the RI Department of Environmental Management as a requirement of the Phase V and Phase VI operating license or by a change in the regulations.

- 18. HOURS OF OPERATION.** The normal hours for receiving Solid Waste at the Landfill are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 2:00 p.m. on Saturday). Normal hours for receiving recyclables on the Tip Floor at the MRF are 6:00 a.m. to 4:00 p.m. Monday through Friday, and Saturday 6:00 a.m. to noon. Collection vehicles must be weighed in no later than 3:30 p.m. Monday through Friday, and no later than 11:30 a.m. on Saturday. The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official State of Emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the Executive Order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.
- 19. ASSIGNMENTS** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality, which shall have the option to terminate this Agreement within fifteen (15) days of receiving the notice provided, however, that Municipality shall have no termination option if the sale or assignment is to an entity or agency of the State of Rhode Island.
- 20. INDEMNIFICATION.**

 - a.** Corporation agrees to indemnify, save harmless, and defend Municipality from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, caused, in whole or in part, by any negligent or willful act or omission of Corporation's employees, agents, or contractors in the performance of this Agreement; or any violation by Corporation of any applicable law, rule, or regulation.
 - b.** Municipality agrees to indemnify, save harmless, and defend Corporation from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Corporation may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on Corporation's property or the environment, caused, in whole or in part by any negligent or willful act or omission of Municipality's employees, agents, or contractors in the performance of this contract; or any violation by Municipality of any applicable law, rule, or regulation.
- 21. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

- 22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
- 23. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing.
- 24. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: _____ Dated: _____
 Michael J. OConnell, Executive Director

BY: _____ Dated: _____
 Sarah Kite-Reeves, Director of Recycling Services

FOR THE MUNICIPALITY:

BY: _____ Dated: _____
 (SIGNATURE)

 (NAME PRINTED OR TYPED)

Title: _____

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

_____ Dated: _____
 (SIGNATURE)

 (NAME PRINTED OR TYPED)
 Solicitor for **THE TOWN OF JAMESTOWN**

FY2015 Municipal Solid Waste Cap Allotments

<i>Municipal Sector Waste Generation</i>	491,678
<i>Diversion Reduction</i>	35.00%
<i>Statewide Cap</i>	319,591
<i>Assumed Seasonal Months</i>	3.5

Municipality	FY2014 Cap Allotment	2015 Population Projection	Seasonal Housing Units	Occupants Per Seasonal Housing Unit	Seasonally Adjusted Population	FY2015 Solid Waste Cap w/Seasonal Adjustment (tons)	Increase (tons)	Percent	Yard Waste Cap
Barrington	4,813	16,068	118	3	16,171	4,863	50	1.0%	402
Bristol	6,808	22,872	300	3	23,135	6,957	150	2.2%	572
Burrillville	4,737	15,762	230	3	15,963	4,801	63	1.3%	394
Central Falls	5,683	19,408	5	3	19,413	5,838	155	2.7%	485
Charlestown	2,718	8,087	1,648	3	9,529	2,866	148	5.4%	202
Coventry	10,326	35,429	228	3	35,629	10,714	389	3.8%	886
Cranston	23,618	79,960	182	3	80,120	24,094	476	2.0%	1,999
Cumberland	9,838	33,946	53	3	33,992	10,222	384	3.9%	849
East Greenwich	3,870	13,270	61	3	13,323	4,007	136	3.5%	332
East Providence	13,812	45,342	77	3	45,409	13,656	(157)	-1.1%	1,134
Exeter	1,899	6,574	58	3	6,625	1,992	93	4.9%	164
Foster	1,354	4,633	15	3	4,646	1,397	43	3.2%	116
Glocester	2,903	9,773	177	3	9,928	2,986	82	2.8%	244
Hopkinton	2,424	8,349	88	3	8,426	2,534	110	4.6%	209
Jamestown	1,705	5,451	469	3	5,861	1,763	57	3.4%	136
Johnston	8,451	28,780	58	3	28,831	8,670	219	2.6%	719
Lincoln	6,201	21,444	47	3	21,485	6,461	261	4.2%	536
Little Compton	1,217	3,473	752	3	4,131	1,242	25	2.1%	87
Middletown	4,823	15,282	339	3	15,579	4,685	(138)	-2.9%	382
Narragansett	5,247	15,934	2,314	3	17,959	5,401	154	2.9%	398
New Shoreham	1,058	1,093	1,253	7	3,651	1,098	40	3.7%	27
Newport	7,597	23,373	1,414	3	24,610	7,401	(196)	-2.6%	584
North Kingstown	7,862	26,673	374	3	27,001	8,120	257	3.3%	667
North Providence	9,420	31,612	55	3	31,660	9,521	101	1.1%	790
North Smithfield	3,514	11,952	21	3	11,971	3,600	85	2.4%	299
Pawtucket	20,882	69,617	76	3	69,683	20,956	74	0.4%	1,740
Portsmouth	5,325	17,315	882	3	18,086	5,439	114	2.1%	433
Providence	52,299	178,519	362	3	178,836	53,780.65	1,481	2.8%	4,463
Richmond	2,271	8,199	41	3	8,235	2,476	206	9.1%	205
Scituate	3,040	10,326	42	3	10,363	3,116	77	2.5%	258
Smithfield	6,299	21,640	61	3	21,694	6,524	224	3.6%	541
South Kingstown	9,579	31,643	2,318	3	33,671	10,126	547	5.7%	791
Tiverton	4,706	15,833	308	3	16,102	4,842	136	2.9%	396
Warren	3,142	10,286	118	3	10,389	3,124	(17)	-0.6%	257
Warwick	24,366	80,619	486	3	81,044	24,372	6	0.0%	2,015
West Greenwich	1,808	6,615	36	3	6,647	1,999	191	10.5%	165
West Warwick	8,579	28,728	75	3	28,794	8,659	80	0.9%	718
Westerly	7,167	22,782	1,890	3	24,436	7,348	182	2.5%	570
Woonsocket	12,089	39,666	46	3	39,706	11,941	(148)	-1.2%	992
Total	313,450	1,046,327	17,077		1,062,731	319,591	6,140	2.0%	26,158

JPL Reorganization & Renovation

OVERVIEW

The Jamestown Public Library (JPL) currently faces some challenges and opportunities. Much was accomplished during the renovations of the 1990's. Today, **community libraries** have transformed into a third place--"spaces that are free or inexpensive, food and drink, while not essential, are important; highly accessible; proximate for many (walking distance); involve regulars – those who habitually congregate there; welcoming and comfortable; both new friends and old should be found there." ¹

We must now take JPL into the 21st century. This requires:

- renovation of the Children's space and addition of a Young Adult area,
- inclusion additional collaborative and meeting spaces,
- upgrade of technology and infrastructure,
- increased efficiency of the staff working areas, and
- redesign of the exterior spaces to expand usability of the library.

PROPOSED SOLUTIONS

After much research and investigation, the trustees of JPL conclude that the following improvements in several areas must be addressed² -

Children and Young Adult

- **Access** -direct entry without going through library
- **Stacks & displays** –proper height and “bookstore style” display (outward facing); movable and flexible
- **Flexible & multi-use YA** space (with activity room)
- **Re-equipped** new furniture & fixtures to replace old, worn and obsolete
- **Family Bathroom** – across hall from children's' room for security

Social/Collaborative Spaces

- Two new glassed-in **porches** for reading and conversation
 - **quiet reading area** – on north side of library
 - **collaborative** space– on south side
- Redesign of the Wright Room
 - Two **idea studios for collaboration**
 - One large **conference room housing Native American artifacts**
- Two semi-private **carrels–off the new North Main entrance** “restaurantbooth” style spaces

Staff

- **Offices** –improved offices for 2 librarians.
- **Work space** – improve OSL deliveries by adding a dedicated entrance.

¹ Oldenburg, Ray (1991). The Great Good Place. New York: Marlowe & Company. (Paperback) and Oldenburg, Ray (2000). Celebrating the Third Place: Inspiring Stories about the "Great Good Places" at the Heart of Our Communities. New York: Marlowe & Company.

²see architects rendering on pages 3-5

- **IT** space – dedicated and secure.
- **Self-service** checkout – located in main hallway.
- Improved **front desk** services –reference & other services.
- **Staff lounge&kitchen**– next to new delivery space.

Technology

- Prepare for use of new technologies- e.g. 3d printer, special databases, new electronic reading devices, etc.,
- Add power **charging** and **network access** stations for patrons' own computers.
- **Changing form** of books - **30%** of all books published last year appeared in digital form.

Exterior

- Covered north side **walkway**, current **porch&** new open **terrace**.
- New **entry&signage** for pedestrian entry from North Main Street.
- **Children's** garden –secure programmed space next to children's room.
- Improved **parking** on Douglas St. and added parking in current lot.

REQUIREMENTS

These improvements require the following -

Building Infrastructure

- Full mechanical **engineering analysis**,
- New **air conditioning**,
- New **lighting** throughout building,
- Roof replacement is necessary in the near future - options have been considered,
- Interior building overhaul –paint, paper, carpet, ceilings, etc.
- **Basement** storage and small elevator.

Other Elements & Considerations

- **Narragansett artifacts** – new display cases in Wright Room, consultation with the tribe is ongoing,
- Indirect **skylight** over current service desk,
- **Reference station** at center of main room to increase patron access,
- Reorganization and distribution of primary **library stacks**,
- **Investigation of improving security at the library, and**
- Continue to seek and develop **parking** solutions with town and state.

NEXT STEPS

The JPL Trustees request an endorsement to move forward with the Library Renovation/Reorganization Project from the Jamestown Town Council. This endorsement is critical to taking these next steps. With this endorsement, the next steps would then include:

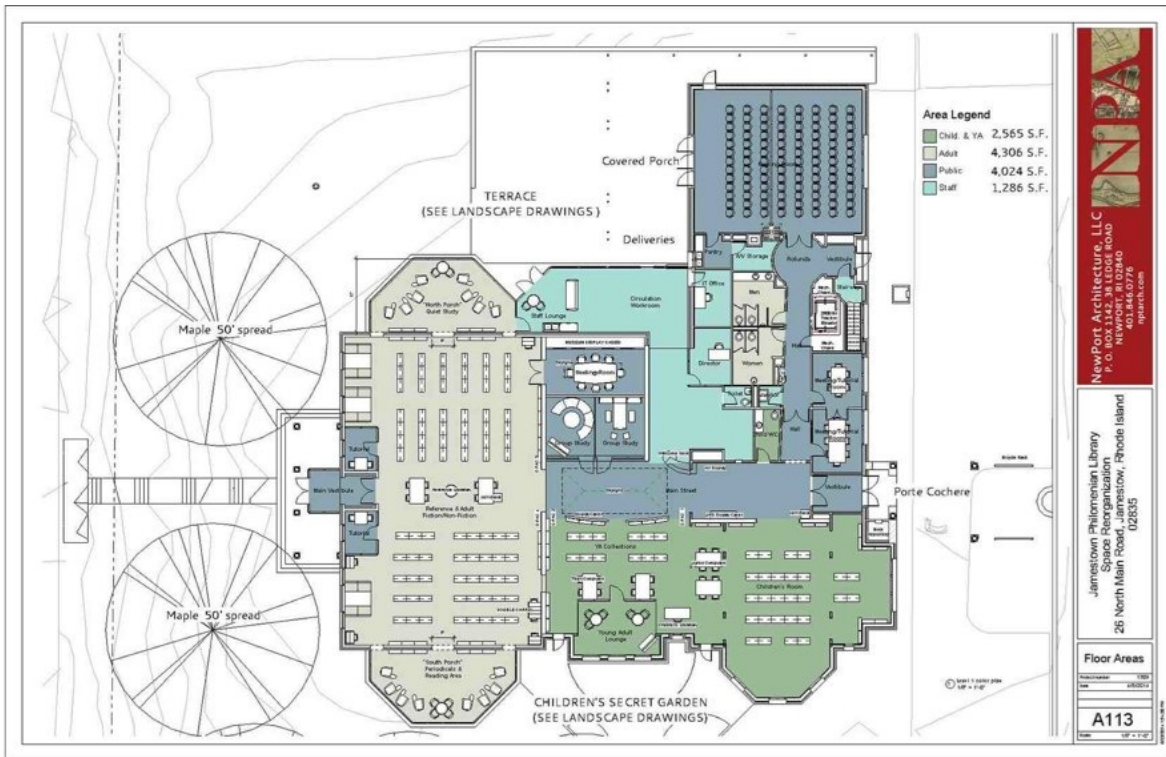
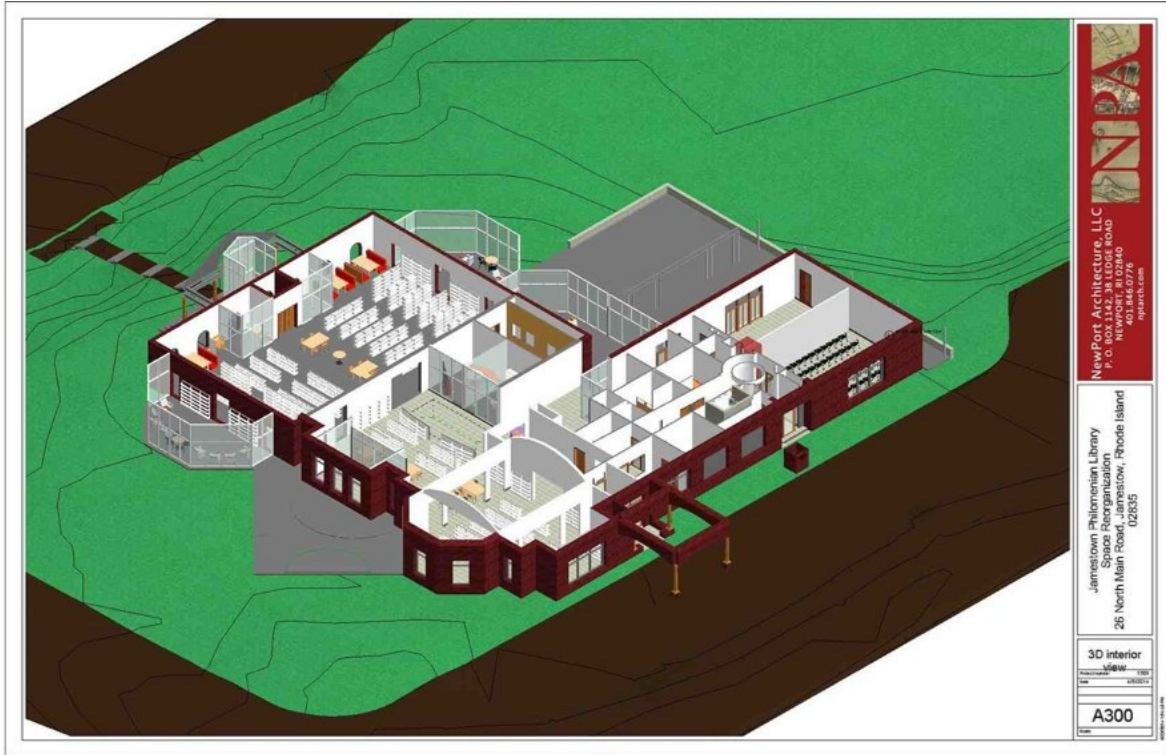
- Entering the **Design & Development Phase**–detailed designs, materials, engineering study and cost estimates.

- Conduct a **fund-raising and development assessment**—the Trustees may hire a professional fundraising consultant, or seek volunteers, to research and create a detailed assessment of the funding potential for this plan. This includes foundations, corporations & public support.
- Further investigate the **details of obtain grants**, including a grant from the **RI Office of Library and Information Services (OLIS)**, which may include securing a bond, reimbursed by OLIS, from state funds.
- Setting a date for **final public input** into the plan.

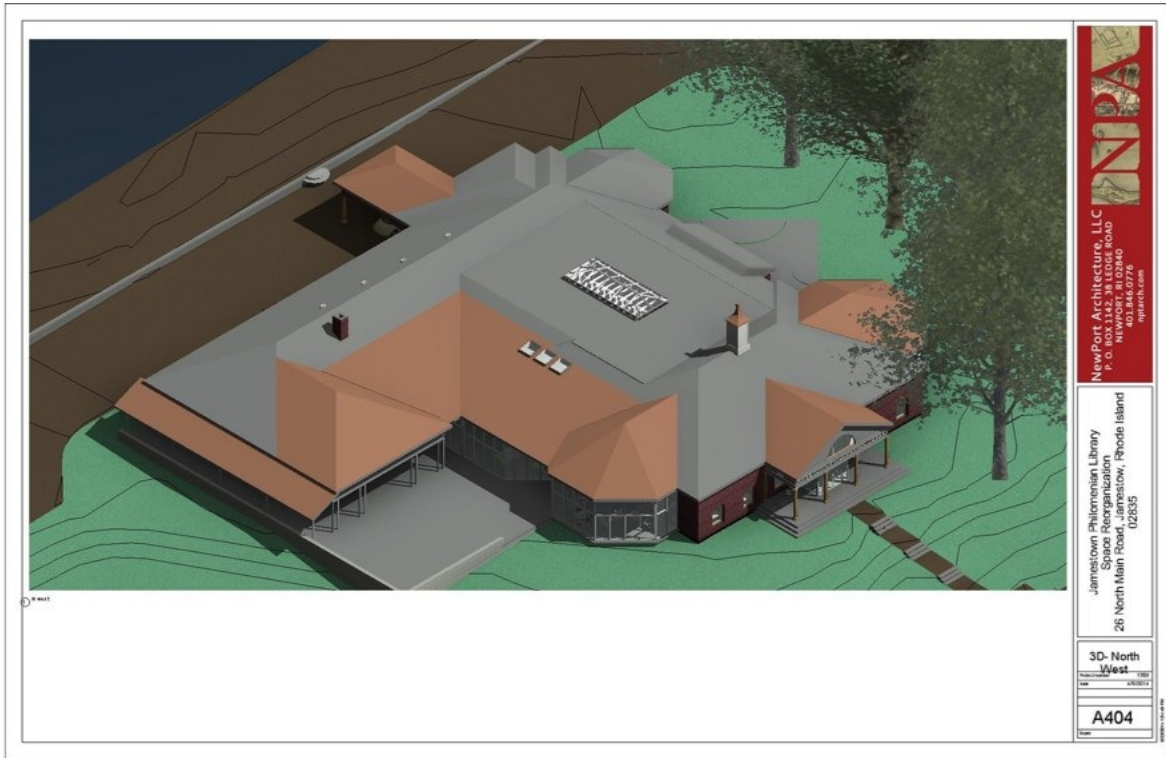


North Main Entrance

Proposed Interior Areas



Proposed Exterior Views



July 24, 2014

President Kristine Trocki
And the Honorable Jamestown Town Council
Jamestown Town Hall
93 Narragansett Avenue
Jamestown RI 02835

Dear President Trocki:

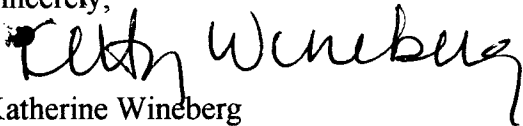
The Board of Trustees of the Jamestown Philomenian Library thanks you for the time and insight you gave to the presentation of our Reorganization and Renovation project on June 26. We found your interest in and enthusiasm for the project wonderfully motivating.

The Council presented several questions and requests to the Trustees, our responses to which are on the attached pages. We hope these documents satisfactorily answer topics that raised further interest during our presentation in June.

Finally, we would appreciate a vote of endorsement of the project that will specifically allow us to proceed on to the next stage. There are many tasks and decisions ahead and the Trustees want to represent the project as one supported by the Council and Administration. Of course, we will return to the Council with updates and further discussion as the project moves into more specific areas.

Thank you for your interest in our work and we look forward to building a library for the 21st Century with you.

Sincerely,

A handwritten signature in black ink that reads "Katherine Wineberg". The signature is written in a cursive style with a large initial "K".

Katherine Wineberg
President
Board of Trustees
Jamestown Philomenian Library

Jamestown Philomenian Library Reorganization & Renovation Project

Jamestown Philomenian Library

Notes on special concerns expressed by Town Council on June 26, 2014

1. North Road Entrance: The restored and upgraded North Main Road entrance will not be pursued until sidewalks or other accommodations have been installed at the street level. Responsibility for design and construction of such sidewalks lies with the town administration and is not within the library purview. The library may pursue new marquee signage that is not dependent on and does not require changes to North Road.
2. Parking remains a challenge in the vicinity of the library. While parking is legal on Douglas Street, and our proposal is simply to upgrade the quality of that space, we will cancel this initiative at the direction of the Council.
3. The next major structural undertaking is a mechanical engineering analysis. This analysis is designed to evaluate and rate the existing building's systems and to provide solutions and costs to those systems that need attention. As this is a process the town would undertake in any case, we are hoping that we can collaborate with the administration on financing and personnel once appropriate bids are received.
4. The Trustees will hire a fund-raising consultant to help structure our capital campaign (this cost will be paid from Trustee funds managed by the R.I. Foundation). We will be happy to provide more detail regarding fund-raising strategies, including description of funds available from the state specifically for meeting up to half the cost of design and rebuild of public libraries, as those strategies are further developed. It has been our policy to not begin such a campaign until receiving some form of project endorsement from the Council.
5. We respectfully request that the Council consider and appoint a representative or liaison to the Library's Design and Building Committee. Such an appointment would be of great value in shaping the ideas and processes to come.
6. We will make quarterly reports to the Town Council during which we will provide design, construction and financial updates on this project.

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 14 AM 11:23

William & Elizabeth Brazil
Jarrett Brazil
883 East Shore Road
Jamestown RI 02835
401-954-5668

July 11, 2014

Dear Town Council members,

We respectfully would like to bring to your attention a safety and health issue that has presented itself in our neighborhood. Due to lack of local ordinances regarding target shooting on one's own property we have endured a year of a neighbor shooting his gun into a dirt berm. The noise is loud and alarming, And there are no safety precautions being taken on behalf of the gentlemen who fire their guns.

In conjunction with gun safety some bullets are made with lead and shooting them into the ground may cause the local wells to become contaminated.

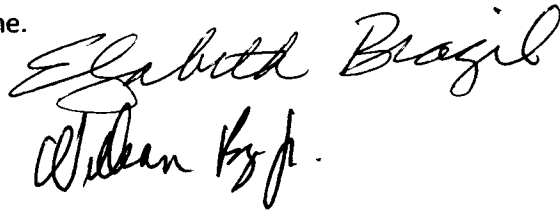
We are members of the NRA and own guns that are safely locked in a safe in our home. When my Husband fires them he does it at a gun range he does not fire on our vacant lot. I have spoken to a representative of the NRA who is senior member of range safety and design, range planning & assistance and range and procedural evaluations. He would be happy to consult with us about proper safety precautions.

This issue is separate from hunting. This is about setting guidelines for gun users and to protect quiet enjoyment and safety of the community.

We would greatly appreciate your thoughts and consideration to developing an ordinance to keep our community safe. Or designate an area on the island for controlled and safe target shooting.

Thank you for your time.

William Brazil Jr.
Elizabeth Brazil
Jarrett Brazil

Handwritten signatures of Elizabeth Brazil and William Brazil Jr. Elizabeth's signature is in cursive and reads "Elizabeth Brazil". William's signature is also in cursive and reads "William Brazil Jr.".

Cc: Chris Cannon

Elizabeth Brazil
Realtor
Jamestown RI 02835
401-954-5668

July 11, 2014

Dear Town Council members,

On July 6, 2014 I had tenants check into a property located on North Main Road in an exclusive waterfront neighborhood. I drove down the road to meet the tenants to unlock the house and a loud shot of gun fire went off. I looked over to the side of the road and a group of men were standing around while one was firing his gun (rifles not sure exactly what they were using) into a dirt berm.

The Tenants looked at me in horror and asked if that was a normal activity. Knowing the situation with target shooting, I said "they typically do it on Sundays but if it really bothers you and seems excessive we can make a call to the police".

These lovely people paid a great deal of money to rent a house for their parents 50 Anniversary. It seems unfair that they were worried about their safety while the men were just 150 to 200yards away firing guns.

As a professional person who represents Jamestown to many vacationers, I ask you to please consider developing an ordinance that is safe, reasonable and fair to all regarding target shooting.

Thanks you for your consideration,
Elizabeth Brazil



RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 14 AM 11:22

Jamestown Town Council
July 9, 2014

Dear Councilors:

Over the years our community has had the good fortune to have hosted and enjoyed numerous entertainment venues at Shoreby Hill and Memorial Square. Some performances have been enhanced by privately owned sound systems while others have performed au natural. When only one group is playing/singing there is nothing by which to compare. This past July 6th the comparative difference was beyond ignoring. Swing Lane provided amplified music, followed by the Jamestown Community Band. The band played under the canopy of the sky.

For years it has been my feeling that Jamestown should have a sound shell, preferably portable, so that a show can be enhanced naturally and numerous organizations could benefit from its use.

The Town Council is magnanimously giving money to various community organizations, private and otherwise, for projects. The JCBand is supportive of so many town functions, i.e., Opening Day, Memorial Day Parade, July 4th Parade, Concert on the Green Series and Talent Show. They rely on goodwill donations for all their performances and could definitely benefit from the Council supporting the purchase of a shell to make what is already good, better.

Thank you.

Respectfully submitted,



Marsha Brome

11 LUTHER ST
JAMESTOWN RI

**PUBLIC HEARING NOTICE
TOWN OF JAMESTOWN**

Notice is hereby given that the Town Council of the Town of Jamestown will conduct a public hearing on **Monday, August 4, 2014 at 7:00 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding Chapter 70 – Traffic and Vehicles. Opportunity shall be given to all persons interested to be heard upon the matter at the public hearing. The following proposed ordinance amendment is under consideration and may be adopted and/or altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any alteration or amendment must be presented for comment in the course of the public hearing. The proposed amendment is available for review and/or purchase at the Town Clerk’s Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays and on the Town’s web site at www.jamestownri.net.

Section 1. Be it hereby ordained by the Town Council of the Town of Jamestown that the Jamestown Code Of Ordinances, Chapter 70, Traffic and Vehicles, as the same may have been heretofore amended, is hereby amended by changing the text of the Chapter, as follows:

NOTE: words set as ~~strikethrough~~ are to be deleted from the ordinance; words underlined are to be added to the ordinance.

See Exhibit A, attached hereto and incorporated herein by reference.

Section 2. The Town Clerk is hereby authorized to cause said changes to be made to Chapter 70 of the Town of Jamestown’s Code of Ordinances.

Section 3. This Ordinance shall take effect upon its passage.

Ad Date(s): July 24, 2014

Publication Source: Jamestown Press

Hearing Date: August 4, 2014

Action: _____

Certified: _____

Exhibit A-Alternate 1

Sec. 70-87. Prohibited or restricted parking on specified streets.

On the following streets or portions of streets, parking is prohibited or restricted as indicated, and it shall be unlawful for any person to allow, permit or suffer any vehicle registered in such person's name to stand or park such vehicle in violation of this section:

Bay View Drive, west side, from Conanicus Avenue north to Davis Street, no parking any boat trailer at any time.

Sec. 70-52. Stop intersections.

Stop signs shall be erected and traffic controlled in conformance with section 70-51 on the following streets and highways within the town:

Intersection:	Location of Sign/Street Stopped:
Mast Street and Helm Street	Helm Street
Helm Street and Bow Street	Bow Street <u>4-way stop</u>
<u>Helm Street and Mast Street</u>	<u>Mast Street</u>

HAND DELIVERED

July 30, 2014

Cheryl Fernstrom
Town Clerk
Jamestown Town Hall
Jamestown, RI 02835

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 30 AM 11:25

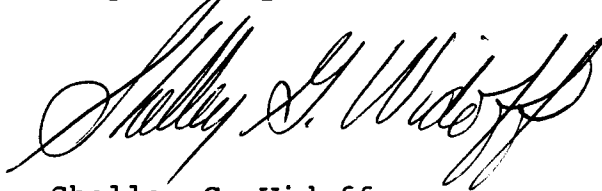
Dear Town Clerk:

Please present the attached petition dated July 16, 2014 signed by a MAJORITY of the property owners situated in Lower Shoreby Hill, to the members of the Town Council, Planning Commission and Town Planner.

To clarify what constitutes the "MAJORITY" please note that Lower Shoreby Hill, aka, First Subdivision of Shoreby Hill is described in a Plat, divided into fifty (50) lots. Twenty-eight (28) lot owners replied in support of the petition via email or signature, which is attached hereto with date and address noted.

Should there be any questions relative to this submission, please do not hesitate to contact me.

Respectfully submitted:



Shelley G. Widoff
27 Standish Road
Jamestown, RI 02835

sgwidoff@gmail.com
617-797-5019

July 16, 2014

To: Town Council, Planning Commission, and Town Planner

From: **PROPERTY OWNERS of The First Subdivision of Shoreby Hill aka LOWER SHOREBY HILL (“LSH”)**

Subject: **PETITION**

We the undersigned represent that we are the current owners of property on Lower Shoreby Hill:

First- That we are opposed to the **regulatory** approach to historic districts and buildings of value as stated in the former Shoreby Hill initiative and in the draft Preservation Guidelines of June 2014.

Furthermore, we strongly support a **voluntary, educational and advocative** approach to these matters and ask that you adopt this approach instead of the **regulatory** approach. Specifically we endorse a concept, which is analogous to the highly successful Conanicut Island Land Trust as it could apply to historic preservation and buildings of value.

Furthermore, we also believe that a focus on building density and down zoning would be useful to prevent over building.

Second- That the official town record and minutes, wherever reference has been made to “a majority of property owners in Lower Shoreby Hill” should not be relied upon as fact. Lower Shoreby Hill property owners were never individually polled to vote on matters effecting their property rights, therefore a majority of the owners of Lower Shoreby Hill property were misrepresented at presentations to the Town Council and Planning Commission, dating back to 2007.

This email reply to Shelley Widoff sgwidoff@gmail.com constitutes my support of this Petition dated July 16, 2014, as if it were an original signature for the record.

Upon receipt my Name and Address will be so noted below as to serve as the signature page attached to said Petition.

Name: _____

Address: _____

Jamestown, Rhode Island 02835

(Supporting email attached hereto)

Signature Count by Address:

Alden Road

- | | | |
|----|--------------------------------|------------|
| 1. | Susan and Jay Hoey | #5 |
| 2. | Susan and Jay Hoey | Meadow lot |
| 3. | Suzanne and Joseph Jachinowski | #11 |
| 4. | Suzanne and Joseph Jachinowski | Meadow lot |

Emerson Road

- | | | |
|----|----------------------------|-----|
| 5. | Ronald and Andy Wassel | #16 |
| 6. | Charles and Alexis J. Pyle | #46 |

Hawthorne Road

- | | | |
|-----|-------------------------------|-----|
| 7. | Charles and Donna Hazard, Jr. | #4 |
| 8. | David and Elizabeth Morris | #10 |
| 9. | Andrew and Susan Roos | #18 |
| 10. | Betsey Outerbridge | #28 |
| 11. | Michael and Leisa Hill | #29 |
| 12. | Norma Walsh | #33 |
| 13. | John Barry Walsh | #35 |
| 14. | Eric and Jody Lexow | #37 |

Holmes Court

- | | | |
|-----|------------------------------|-----|
| 15. | Lucille and Jack Whitaker | #12 |
| 16. | Albert and Renae Scartabello | #14 |

Longfellow Road

- | | | |
|-----|----------------------|------------|
| 17. | Jim and Elle Burgess | #29 |
| 18. | Jim and Elle Burgess | Meadow lot |
| 19. | Robert Welty | #63 |
| 20. | Patricia Lager | #75 |

Priscilla Road

- | | | |
|-----|---------------------------|----|
| 21. | Bruce and Hazel Underhill | #8 |
|-----|---------------------------|----|

Standish Road

- | | | |
|-----|---------------------------------------|-----|
| 22. | Pat Sullivan and Terry Vazquez | #4 |
| 23. | Harlan Stanley and Margaret K. Carton | #23 |
| 24. | Brigid M. Rooney | #24 |
| 25. | Shelley G. Widoff | #27 |
| 26. | Paul and Katherine DeMieri | #30 |
| 27. | John Heelan | #43 |
| 28. | Tom Raleigh | #47 |

28 Respondents:

From: Lucille and Jack Whitaker
See Original Signature attached in support of Petition: 12 Holmes Court
Date: July 30, 2014

From: Norma Walsh
See Original Signature attached in support of Petition: 33 Hawthorne Road
Date: July 28, 2014

From: Tom Raleigh
See Original Signature attached in support of Petition: 47 Standish Road
Date: July 27, 2014

From: "Walsh, John B ATGPAC" <john.b.walsh@navy.mil>
Subject: RE: I am in support of the attached LSH Petition dated 7-16-14
Date: July 27, 2014 at 6:50:35 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>, Jack Heelan <jtheelan@cox.net>

I am in support of the petition dtd 16 Jul 2014. Barry
Walsh 35 Hawthorne Rd

From: <jtheelan@cox.net>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 25, 2014 at 4:29:29 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>

I am in support of the LSHpetition dated 7-16-14
John T. Heelan 43 Standish Road

From: Donna Hazard <hazard.d@comcast.net>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 25, 2014 at 11:08:48 AM EDT
To: Patty Lager <plager@yahoo.com>
Cc: Shelley G Widoff <sgwidoff@gmail.com>, Jack Heelan <jtheelan@cox.net>,

Chip and I support the petition dated July 16, 2014.

Donna and Chip Hazard
4 Hawthorne Road
Jamestown, RI 02835

From: Patty Lager <plager@yahoo.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 23, 2014 at 10:42:18 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>
Cc: Jack Heelan <jtheelan@cox.net>,

I am in support of the attached LSH Petition dated 7-16-14

Patricia Lager
75 Longfellow Road
Jamestown, RI. 02835

Sent from my iPhone

From: Margaret Keating Carton <cartmar@iit.edu>
Subject: Re: I support the LSH Petition 7-16-14
Date: July 23, 2014 at 3:53:08 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>

Thanks Shelley. Harlan and I support the attached petition. I can print and scan tonight if you need our signatures.

Harlan stanley and Margaret carton
23 standish

From: ekcburgess@aol.com
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 23, 2014 at 11:21:18 AM EDT
To: sgwidoff@gmail.com, jtheelan@cox.net,

We are in support of the LSH petition dated 7/16/14
Eleanor and James Burgess
for Field Lot 8/376

From: ekcburgess@aol.com
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 23, 2014 at 11:19:50 AM EDT
To: sgwidoff@gmail.com, jtheelan@cox.net,

We are in support of the petition LSH dated 7/16/14
Eleanor and Jim Burgess
29 Longfellow Rd

From: Joseph Jachinowski <jjachinowski@me.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 4:21:15 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>
Cc: Jack Heelan <jtheelan@cox.net>,

We are in support of the petition.

Suzanne and Joseph Jachinowski - For our interest in a
"Green" lot.

From: Joseph Jachinowski <jjachinowski@me.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 4:19:43 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>
Cc: Jack Heelan <jtheelan@cox.net>,

We are in support of the petition.
Suzanne and Joseph Jachinowski - 11 Alden

From: Susan Hoey <susanhoey5@gmail.com>
Subject: We are in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 3:06:39 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>
Cc: Jack Heelan <jtheelan@cox.net>,

We are in support of the Petition dated 7/16/2014.
Susan and Jay Hoey
5 Alden Road

From: Susan Hoey <susanhoey5@gmail.com>
Subject: Re: We are in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 4:19:46 PM EDT
To: Chick <cjpyle@gmail.com>
Cc: Shelley Widoff <sgwidoff@gmail.com>, Jay Hoey <Jay.Hoey@elekta.com>

We are in support of the Petition dated 7/16/2014.
Susan and Jay Hoey
5 Alden Road - (second vote for vacant lot in the field)

From: Betsey Outerbridge <betseybridge@gmail.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 2:19:47 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>

I support the LSH Petition of 7-16-14. Betsey Coste
Outerbridge

From: Andy Wassel <awspirit2000@yahoo.com>
Subject: LSH Petition 07-16/14
Date: July 22, 2014 at 1:59:11 PM EDT
To: "sgwidoff@gmail.com" <sgwidoff@gmail.com>
Reply-To: Andy Wassel <awspirit2000@yahoo.com>

We are, Ronald A. Wassel & Andrea M. Wassel, in support of the petition. We currently live at 16 Emerson Road Jamestown, RI 02835.

Thanks you

Ron and Andy Wassel

From: Pat <pat.sullivan@century21.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 12:52:28 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>
Cc: Jack Heelan <jtheelan@cox.net>,

We support the petition dated 7-16-14

Pat Sullivan and Terry Vazquez
4 Standish Road

From: "Jody Lexow" <jl@lexowcharters.com>
Subject: RE: I am in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 11:03:57 AM EDT
To: "Shelley G Widoff" <sgwidoff@gmail.com>, "Jack Heelan"
<jtheelan@cox.net>,
After a very thoughtful and insightful conversation with Chick Pyle, Eric and I endorse
the Petition dated July 16, 2014. Jody Lexow

From: Shelley G Widoff <sgwidoff@gmail.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 9:05:30 AM EDT
To: Jack Heelan <jtheelan@cox.net>,

I am in support of the Petition dated 7/16/2014.
Shelley Widoff
27 Standish Road

From: Paul De Mieri <demieri@hotmail.com>
Subject: RE: I am in support of the attached LSH Petition dated 7-16-14
Date: July 22, 2014 at 2:35:42 AM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>, Jack Heelan <jtheelan@cox.net>,

Both Katie and I support the petition.

Paul and Katie DeMieri
30 Standish Road

Jamestown, R.I

From: AL SCARTABELLO <acsjr88@msn.com>
Subject: RE: I am in support of the attached LSH Petition dated 7-16-14
Date: July 21, 2014 at 11:02:35 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>

"I am in support of the Petition" Albert C. Scartabello Jr. 14 Holmes Ct.

From: Bruce Underhill <bwu100@msn.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 21, 2014 at 7:43:17 PM EDT
To: Dave Morris <davemjw@cox.net>
Cc: Jack Heelan <jtheelan@cox.net>,
To Whom It May Concern:

We are in support of the Petition. Bruce and Hazel
Underhill
8 Priscilla Road

Sent from my iPhone

From: andrew Roos <andrewroos@mac.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 21, 2014 at 3:49:56 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>
Cc: Jack Heelan <jtheelan@cox.net>,
Both Susan and I support the petition.

Andrew and Susan Roos
18 Hawthorne Road
Jamestown, R.I.

From: Brigid <brigidrooney@cs.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 21, 2014 at 10:13:07 AM EDT
To: Michael Hill <jmhillri@gmail.com>
Cc: Dave Morris <davemjw@cox.net>, Jack Heelan <jtheelan@cox.net>, I am in support of the petition dated July, 16, 2014.

Brigid Rooney
24 Standish Road
Jamestown, RI 02835
401.596.8815

From: Michael Hill <jmhillri@gmail.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 21, 2014 at 9:46:23 AM EDT
To: Dave Morris <davemjw@cox.net>
Cc: Jack Heelan <jtheelan@cox.net>, .com>

We are in support of the petition dated July 16 2014
Michael and Leisa Hill
29 Hawthorne Road

Michael Hill
(C) 401-447-9180
F. M. Properties, Inc.
www.fmproperties.biz

From: "Dave Morris" <davemjw@cox.net>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 20, 2014 at 7:19:13 PM EDT
To: "Jack Heelan" <jtheelan@cox.net>, To Whom It May Concern:

We are in support of the Petition.
Dave and Liz Morris
10 Hawthorne Road

From: Chick <cjpyle@gmail.com>
Subject: Re: I am in support of the attached LSH Petition dated 7-16-14
Date: July 20, 2014 at 5:54:37 PM EDT
To: Shelley G Widoff <sgwidoff@gmail.com>

To whom it may concern, please accept this email as our proxy, that we are in support of the petition dtd July 2014 to the Town Council and Planning Commission from members of LSH, opposed to the regulatory Preservation Guidelines.

Chick & Alexis Pyle
46 Emerson Road

From: Robert Welty <robwelty@cox.net>
Subject: Petition
Date: July 20, 2014 at 4:41:40 PM EDT
To: sgwidoff@gmail.com

I am in support of the petition. (signed) Robert W. Welty,
63 Longfellow Road, Jamestown, RI

July 16, 2014

To: Town Council, Planning Commission, and Town Planner

From: PROPERTY OWNERS of The First Subdivision of Shoreby Hill aka LOWER SHOREBY HILL (“LSH”)

Subject: PETITION

We the undersigned represent that we are the current owners of property on Lower Shoreby Hill:

***First-* That we are opposed to the regulatory approach to historic districts and buildings of value as stated in the former Shoreby Hill initiative and in the draft Preservation Guidelines of June 2014.**

Furthermore, we strongly support a voluntary, educational and advocative approach to these matters and ask that you adopt this approach instead of the regulatory approach. Specifically we endorse a concept, which is analogous to the highly successful Conanicut Island Land Trust as it could apply to historic preservation and buildings of value.

Furthermore, we also believe that a focus on building density and down zoning would be useful to prevent over building.

Second- That the official town record and minutes, wherever reference has been made to “a majority of property owners in Lower Shoreby Hill” should not be relied upon as fact. Lower Shoreby Hill property owners were never individually polled to vote on matters effecting their property rights, therefore a majority of the owners of Lower Shoreby Hill property were misrepresented at presentations to the Town Council and Planning Commission, dating back to 2007.

This email reply to Jack Heelan jtheelan@cox.net constitutes my support of this Petition dated July 16, 2014, as if it were an original signature for the record.

Upon receipt my Name and Address will be so noted below as to serve as the signature page attached to said Petition.

Name: Thomas M. Clergh

Address: 47 STANDISH ROAD

Jamestown, Rhode Island 02835

(Supporting email attached hereto)

rec'd 7/27/14

July 16, 2014

To: Town Council, Planning Commission, and Town Planner

From: **PROPERTY OWNERS of The First Subdivision of Shoreby Hill aka LOWER SHOREBY HILL ("LSH")**

Subject: **PETITION**

We the undersigned represent that we are the current owners of property on Lower Shoreby Hill:

First- That we are opposed to the regulatory approach to historic districts and buildings of value as stated in the former Shoreby Hill initiative and in the draft Preservation Guidelines of June 2014.

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This email reply to Jack Heelan jtheelan@cox.net constitutes my support of this Petition dated July 16, 2014, as if it were an original signature for the record.

Upon receipt my Name and Address will be so noted below as to serve as the signature page attached to said Petition.

Name: Norma Welch

Address: 93 Hawthorne Rd.,

Jamestown, Rhode Island 02835

(Supporting email attached hereto)

Rec'd 7/28/14

July 16, 2014

To: Town Council, Planning Commission, and Town Planner

From: **PROPERTY OWNERS of The First Subdivision of Shoreby Hill aka LOWER SHOREBY HILL (“LSH”)**

Subject: **PETITION**

We the undersigned represent that we are the current owners of property on Lower Shoreby Hill:

First- That we are opposed to the regulatory approach to historic districts and buildings of value as stated in the former Shoreby Hill initiative and in the draft Preservation Guidelines of June 2014.

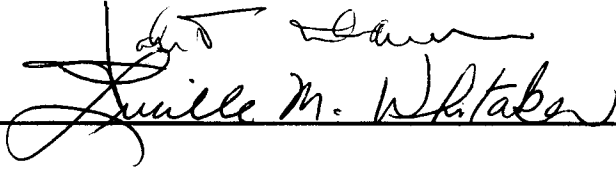
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This email reply to Jack Heelan jtheelan@cox.net constitutes my support of this Petition dated July 16, 2014, as if it were an original signature for the record.

Upon receipt my Name and Address will be so noted below as to serve as the signature page attached to said Petition.

Name: 

Address: 12 Holmes Court

Jamestown, Rhode Island 02835

(Supporting email attached hereto)

rec'd 7/30/14

**The Residents
Reservoir Circle
Jamestown, RI 02835**

July 7, 2014

Kristine S. Trocki
President, Jamestown Town Council
Members Jamestown Town Council
Traffic Commission
Jamestown Town Hall
Narragansett Ave.
Jamestown, RI 02835

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 30 PM 1:05

Dear Council President Et all:

Reservoir Circle is by far one of the best communities/neighborhoods to live in in all of Jamestown. The neighbors all know one and another and if the need arises try to help one another with whatever issue or problems there are. It is a very peaceful and tranquil neighborhood. In the evenings or on the weekends you can stand in front of your house and notice that hardly a car goes by. However on weekdays over the past several years that tranquility has given way to heavy truck traffic.

The owner's of the mega mansions on East Shore Road have turned Reservoir Circle into a staging area for the construction that seems to be ongoing in their homes. Apparently these owners don't want the trucks on their properties so they have used Reservoir Circle as their own private parking lot. Over the years the neighbors have put up with it but it has now reached a stage of being absolutely ridiculous. Several days ago a ten-wheel dump truck dumped several loads of mulch in the middle of the street and then a payloader came scooped the mulch up making numerous trips across East Shore Road to dump its load on one of the property's to be spread. Obviously the owners didn't want the mulch on their lawns or driveways so dump it on Reservoir Circle.

There are at least two problems with that: one, the street has been blocked with truck traffic, payloaders and mulch. Second, Reservoir Circle has recently been paved; scraping that pavement with the blade of a payloader can destroy the pavement. This ongoing truck traffic sometimes with heavy-duty trailers hitched to them with large construction equipment on board and six thousand gallon tanker trucks delivering water for pools or sprinkler systems will eventually destroy the pavement on Reservoir Circle. I am sure the excellent paving job that was done on Reservoir Circle by our DPW Department was not done to accommodate 80,000 lb. truck traffic. In addition Reservoir Circle has gone through a transition. Families moved here when the community was first developed. Children grew up here and now along with other young couples they have returned buying homes and raising their own children in what they hoped would be the same quiet neighborhood. However, this uncontrolled truck traffic has become a safety issue for these new young children.

The residents of Reservoir Circle are requesting relief from this problem, which is both physically destroying our road and the tranquility of our community. Residents can't get to their mailboxes, sometimes mail isn't even delivered because the carriers are denied access to the mail boxes, they the residents can't park their own cars on the street for fear of damage to their vehicles or they will further block the road and that tranquility which has been a trade mark of Reservoir Circle is gone.

What can be done? The proper signage and the cooperation of the police could go a long way to bring relief to the residents of this once peaceful community.

SIGNAGE: NO TRUCK PARKING, NO THRU TRUCKING,

Or any other appropriate signage that will alleviate this problem.

The undersigned residents of Reservoir Circle request immediate action on the part of the Jamestown Town Council To eliminate these problems.

1. Lorraine E. Garland
70 Reservoir Circle
2. Tom LaLoe
70 Reservoir Circle
3. William C. Hill
76 Reservoir Circle
4. Joe Mansfield
27 Reservoir Circle
5. Liz Mansfield
22 Reservoir Circle
6. Mary Kelly
46 Reservoir Circle
7. Ken Hill
61 Reservoir Circle

The residents of Reservoir Circle are requesting relief from this problem, which is both physically destroying our road and the tranquility of our community. Residents can't get to their mailboxes, sometimes mail isn't even delivered because the carriers are denied access to the mail boxes, they the residents can't park their own cars on the street for fear of damage to their vehicles or they will further block the road and that tranquility which has been a trade mark of Reservoir Circle is gone.

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SIGNAGE: NO TRUCK PARKING, NO THRU TRUCKING,

Or any other appropriate signage that will alleviate this problem.

The undersigned residents of Reservoir Circle request immediate action on the part of the Jamestown Town Council To eliminate these problems.

1. M. HARRISON NICKOX & JEAN COGLIA HICKER *M. H. Nickox*

87 Reservoir Circle, Jamestown RI 02835

2. JG Hickey *JG Hickey*
87 Reservoir Circle

3. Lawrence McDonald *Lawrence McDonald*
90 Reservoir Circle, Jamestown, RI 02835

4. Eric Bush
96 RESERVOIR CIR JAMESTOWN, RI 02835

5. Clement Napolitano
77 RESERVOIR CIRCLE

6. R. Zimmermann *R. Zimmermann*
86 Reservoir Circle

7. J. Zimmermann *J. Zimmermann*
80 Reservoir Circle

The residents of Reservoir Circle are requesting relief from this problem, which is both physically destroying our road and the tranquility of our community. Residents can't get to their mailboxes, sometimes mail isn't even delivered because the carriers are denied access to the mail boxes, they the residents can't park their own cars on the street for fear of damage to their vehicles or they will further block the road and that tranquility which has been a trade mark of Reservoir Circle is gone.

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Or any other appropriate signage that will alleviate this problem.

The undersigned residents of Reservoir Circle request immediate action on the part of the Jamestown Town Council To eliminate these problems.

1. Ethan Brown 16 Reservoir Circle
[Signature] 7/21/14

2. ABIGAIL ANTHONY 16 Reservoir Circle
[Signature] 7/21/14

3. Judith Sylvia 7/21/14
[Signature]

4. Meredith Sylvia 7/21/14
[Signature] 15 Reservoir Circle

5. GEORGE CADWALADER 23 RESERVOIR CIRCLE
[Signature]

6. _____

7. _____

The residents of Reservoir Circle are requesting relief from this problem, which is both physically destroying our road and the tranquility of our community. Residents can't get to their mailboxes, sometimes mail isn't even delivered because the carriers are denied access to the mail boxes, they the residents can't park their own cars on the street for fear of damage to their vehicles or they will further block the road and that tranquility which has been a trade mark of Reservoir Circle is gone.

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Or any other appropriate signage that will alleviate this problem.

The undersigned residents of Reservoir Circle request immediate action on the part of the Jamestown Town Council To eliminate these problems.

1. William VanC

9 Reservoir Circle

2. Shawn B. Reardon

9 Reservoir Circle

3. William J. Butler

9 Res. Circle

4. Mark C. Woods

9 Res. Cir.

5. Debra A Jablonski

31 Reservoir Circle

6. _____

7. _____

The residents of Reservoir Circle are requesting relief from this problem, which is both physically destroying our road and the tranquility of our community. Residents can't get to their mailboxes, sometimes mail isn't even delivered because the carriers are denied access to the mail boxes, they the residents can't park their own cars on the street for fear of damage to their vehicles or they will further block the road and that tranquility which has been a trade mark of Reservoir Circle is gone.

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SIGNAGE: NO TRUCK PARKING, NO THRU TRUCKING,

Or any other appropriate signage that will alleviate this problem.

The undersigned residents of Reservoir Circle request immediate action on the part of the Jamestown Town Council To eliminate these problems.

1. Susan J Lemby & Francis A Lemby

50 Reservoir Circle

2. Jean & Jim Button

56 Reservoir Circle

3. Susan Hoagland

45 Reservoir Circle

4. Scott & Dorey Vogel

60 Reservoir Circle

5. Richard + Robyn Burgess

46 Reservoir Circle

6. Jill Stewart

40 Reservoir Circle

7. _____

The residents of Reservoir Circle are requesting relief from this problem, which is both physically destroying our road and the tranquility of our community. Residents can't get to their mailboxes, sometimes mail isn't even delivered because the carriers are denied access to the mail boxes, they the residents can't park their own cars on the street for fear of damage to their vehicles or they will further block the road and that tranquility which has been a trade mark of Reservoir Circle is gone.

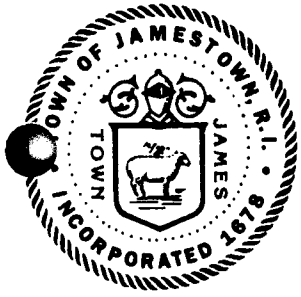
What can be done? The proper signage and the cooperation of the police could go a long way to bring relief to the residents of this once peaceful community.

SIGNAGE: NO TRUCK PARKING, NO THRU TRUCKING,

Or any other appropriate signage that will alleviate this problem.

The undersigned residents of Reservoir Circle request immediate action on the part of the Jamestown Town Council To eliminate these problems.

1. Valerie Chase
28 Reservoir Circle, Jamestown
2. John - Oscar Nitman
51 Reservoir Circle Jamestown
3. William Sprague
4. RESERVOIR CIRCLE
4. _____
5. _____
6. _____
7. _____



Town of Jamestown

Tax Assessor

93 Narragansett Avenue

Jamestown, Rhode Island 02835

401-423-9802

To: PRESIDENT, JAMESTOWN TOWN COUNCIL

From: JAMESTOWN TAX ASSESSOR

Subject: ABATEMENTS/ADDENDA OF TAXES FOR AUGUST 4, 2014 MEETING

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 29 AM 10:10

ABATEMENT TO 2010 TAX ROLL

#02-0738-40M Blakely, Kenneth	Motor Vehicle - 2002 Chrysler Reg. #915214 Soldier/Sailor Exemption	\$14.30
----------------------------------	------------------------------------------------------------------------	---------

ABATEMENT TO 2013 TAX ROLL

#02-0762-02M Blanton, Nicholas W.	Motor Vehicle - 2004 VW Reg. #810501 Registered in Maine 8-15-12	\$17.18
#07-0489-54M Glassie, Jacquelin C.	Motor Vehicle - 2008 Mazda Reg. #588949 Deceased	\$24.69

ABATEMENTS TO 2014 TAX ROLL

#01-0001-64 5 Fowler Street, LLC	Plat 8, Lot 487 - Property Transfer 7-14-14 To Account #02-0680-00	\$2,802.70
#02-0762-02M Blanton, Nicholas W.	Motor Vehicle - 2004 VW Reg. #810501 Registered in Maine 8-15-12	\$30.28
#02-1325-50 Brodin-Lennon, Dana	Plat 15, Lot 246 - Property Transfer 7-10-14 To Account #04-0648-20	\$2,398.25
#04-0842-95M Drake, Aaron	Motor Vehicle - 2009 Acura Reg. #477633 Soldier/Sailor Exemption	\$58.76
#07-0130-50 Garnett, Jane Marvel	Plat 10, Lot 91 - Property Transfer 7-18-14 To Account #10-0002-00	\$22,419.88
#07-0221-03M Geib, Shawn	Motor Vehicles - 2006 Nissan Reg. #431264 and 2010 GMC Reg. #419463 - Soldier/Sailor Exemption	\$333.88
#07-0489-54M Glassie, Jacquelin C.	Motor Vehicle - 2008 Mazda Reg. #588949 Deceased	\$29.83
#08-0625-20 Holbrook, Jill M.	Plat 9, Lot 599 - Property Transfer 7-17-14 To Account #08-0828-24	\$3,935.61
#13-0602-20M Marzano, Todd R.	Motor Vehicles - 2003 BMW Reg. #452987 and 2006 Toyota Reg. #452986 - Soldier/Sailor Exemption	\$112.97
#13-0926-50 Maxwell, Daniel Newhall & Ellen Mary	Plat 9, Lot 182 - Property Transfer 7-3-14 To Account #12-0740-75	\$2,650.25
#14-0440-50 Notarantonio, Pasquale E. & Nancy A.	Plat 5, Lot 329 - Property Transfer 7-1-14 To Account #02-0385-00	\$2,327.38
#18-0028-75M Raschke, Mark David	Motor Vehicle - 2011 BMW Reg. #468396 Soldier/Sailor Exemption	\$126.80

#20-0299-22 Thayer, Mark M., Trustee	Plat 8, Lot 265 - Property Transfer 7-14-14 To Account #02-0317-50	\$19,728.35
#20-0539-00 Travisono, Peter, Successor Trustee	Plat 4, Lot 110 - Property Transfer 7-15-14 To Account #08-0159-90	\$5,601.63
#23-0099-90M Wallace, Tye R.	Motor Vehicles - 2004 Jeep #422538, 2005 Saab #456534 2011 GMC #686600 - Soldier/Sailor Exemption	\$84.34
#26-0019-65 Zhivago, Kristin	Plat 16, Lot 235 - Property Transfer 7-8-14 To Account #19-0464-00	\$2,524.38

ADDENDA TO 2014 TAX ROLL

#02-0317-50 Bayview Properties, LLC	Plat 8, Lot 265 - Property Transfer 7-14-14 From Account #20-0299-22	\$19,728.35
#02-0385-00 Beaupre, Anastasia M.	Plat 5, Lot 329 - Property Transfer 7-1-14 From Account #14-0440-50	\$2,371.13
#02-0680-00 Bingell, Alfred B.	Plat 8, Lot 487 - Property Transfer 7-14-14 From Account #01-0001-64	\$2,802.70
#04-0648-20 Dodge, Diane M., Trustee	Plat 15, Lot 246 - Property Transfer 7-10-14 From Account #02-1325-50	\$2,398.25
#08-0159-90 Harper, Laurie J.	Plat 4, Lot 110 - Property Transfer 7-15-14 From Account #20-0539-00	\$5,645.38
#08-0828-24 Hubbard, Jill M. & Leonard F.	Plat 9, Lot 599 - Property Transfer 7-17-14 From Account #08-0625-20	\$3,935.61
#10-0002-00 Jacobsen, Margaret F. & Gary B.	Plat 10, Lot 91 - Property Transfer 7-18-14 From Account #07-0130-50	\$22,419.88
#12-0740-75 Livingston, Anne Maxwell	Plat 9, Lot 182 - Property Transfer 7-3-14 From Account #13-0926-50	\$2,650.25
#18-0264-00M Reves, Joanne	Motor Vehicle - 2008 MB Reg. #807142 78 Days - Transfer from Warwick	\$50.08
#19-0464-00 Seaside Lot 235, LLC	Plat 16, Lot 235 - Property Transfer 7-8-14 From Account #26-0019-65	\$2,524.38

TOTAL ABATEMENTS	\$65,221.46
TOTAL ADDENDA	\$64,526.01

RESPECTFULLY SUBMITTED,

Kenneth S. Gray

KENNETH S. GRAY,
TAX ASSESSOR

C. CHRISTOPHER CANNON AND CAROL HOPKINS
845 EAST SHORE ROAD
JAMESTOWN, RI 02835

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 25 AM 11:40

Town Council of Jamestown
93 Narragansett Avenue
Jamestown RI 02835

RE: Need for regulation of target shooting

Dear Council Members:

We are writing to request that the Town of Jamestown immediately adopt safety regulations governing the use of firearms for activities such as target shooting, as there are no state or local laws regulating these potentially dangerous activities at present.

Please note we are not talking about ownership of firearms or hunting, as there are laws in place covering both of these activities that provide safety to the residents of Jamestown.

Regulations need to be established covering shooting activities, such as target practice, gun and rifle sighting and similar types of gun firing on one's property. We also believe it has been a surprise to many, that presently there are no regulations, state or local, covering this potentially dangerous activity. Laws specifically covering this practice have been in place in Narragansett, Middletown and N Kingston for a long time, providing their residents with safety from random gunfire from target practice, along with the fear and terror that gunfire can cause.

Safety is one thing we can all agree on, so it seems reasonable that regulations be established prohibiting backyard gun firing.

According to the gun website Ballistics101.com, while there are different types of 9mm bullets they can travel at approximately 650 MPH (950 Feet Per Second) up to 1000 MPH (1400 Feet Per Second).

Target shooting and gun sighting practices and other shooting activities have escaped regulation over the years because most gun and rifle owners understand the dangers of using firearms on their property, but apparently some find it acceptable to put their neighbors at risk of physical harm and fear, when they should be going to a proper shooting range where safety is paramount.

Please establish regulations that will protect the safety of the people of Jamestown.

Very truly yours,


Chris Cannon and Carol Hopkins

cc: Cheryl Fernstrom, Town Clerk
Andrew Nota, Town Administrator
Edward Mello, Chief of Police
Fred Brown, Zoning Enforcement Officer
Peter Ruggiero, Town Solicitor

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 14 AM 11:23

William & Elizabeth Brazil
Jarrett Brazil
883 East Shore Road
Jamestown RI 02835
401-954-5668

July 11, 2014

Dear Town Council members,

We respectfully would like to bring to your attention a safety and health issue that has presented itself in our neighborhood. Due to lack of local ordinances regarding target shooting on one's own property we have endured a year of a neighbor shooting his gun into a dirt berm. The noise is loud and alarming, And there are no safety precautions being taken on behalf of the gentlemen who fire their guns.

In conjunction with gun safety some bullets are made with lead and shooting them into the ground may cause the local wells to become contaminated.

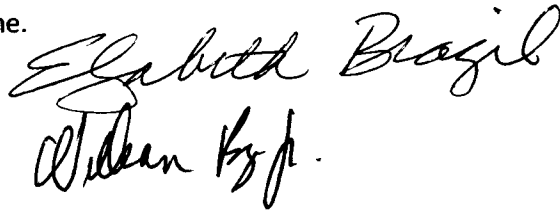
We are members of the NRA and own guns that are safely locked in a safe in our home. When my Husband fires them he does it at a gun range he does not fire on our vacant lot. I have spoken to a representative of the NRA who is senior member of range safety and design, range planning & assistance and range and procedural evaluations. He would be happy to consult with us about proper safety precautions.

This issue is separate from hunting. This is about setting guidelines for gun users and to protect quiet enjoyment and safety of the community.

We would greatly appreciate your thoughts and consideration to developing an ordinance to keep our community safe. Or designate an area on the island for controlled and safe target shooting.

Thank you for your time.

William Brazil Jr.
Elizabeth Brazil
Jarrett Brazil

Handwritten signatures of Elizabeth Brazil and William Brazil Jr. Elizabeth's signature is in cursive and reads "Elizabeth Brazil". William's signature is also in cursive and reads "William Brazil Jr.".

Cc: Chris Cannon

Elizabeth Brazil
Realtor
Jamestown RI 02835
401-954-5668

July 11, 2014

Dear Town Council members,

On July 6, 2014 I had tenants check into a property located on North Main Road in an exclusive waterfront neighborhood. I drove down the road to meet the tenants to unlock the house and a loud shot of gun fire went off. I looked over to the side of the road and a group of men were standing around while one was firing his gun (rifles not sure exactly what they were using) into a dirt berm.

The Tenants looked at me in horror and asked if that was a normal activity. Knowing the situation with target shooting, I said "they typically do it on Sundays but if it really bothers you and seems excessive we can make a call to the police".

These lovely people paid a great deal of money to rent a house for their parents 50 Anniversary. It seems unfair that they were worried about their safety while the men were just 150 to 200yards away firing guns.

As a professional person who represents Jamestown to many vacationers, I ask you to please consider developing an ordinance that is safe, reasonable and fair to all regarding target shooting.

Thanks you for your consideration,
Elizabeth Brazil



RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 14 AM 11:22

Jamestown Town Council
July 9, 2014

Dear Councilors:

Over the years our community has had the good fortune to have hosted and enjoyed numerous entertainment venues at Shoreby Hill and Memorial Square. Some performances have been enhanced by privately owned sound systems while others have performed au natural. When only one group is playing/singing there is nothing by which to compare. This past July 6th the comparative difference was beyond ignoring. Swing Lane provided amplified music, followed by the Jamestown Community Band. The band played under the canopy of the sky.

For years it has been my feeling that Jamestown should have a sound shell, preferably portable, so that a show can be enhanced naturally and numerous organizations could benefit from its use.

The Town Council is magnanimously giving money to various community organizations, private and otherwise, for projects. The JCBand is supportive of so many town functions, i.e., Opening Day, Memorial Day Parade, July 4th Parade, Concert on the Green Series and Talent Show. They rely on goodwill donations for all their performances and could definitely benefit from the Council supporting the purchase of a shell to make what is already good, better.

Thank you.

Respectfully submitted,



Marsha Brome

11 LUTHER ST
JAMESTOWN RI

**PUBLIC HEARING NOTICE
TOWN OF JAMESTOWN**

Notice is hereby given that the Town Council of the Town of Jamestown will conduct a public hearing on **Monday, August 4, 2014 at 7:00 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding Chapter 70 – Traffic and Vehicles. Opportunity shall be given to all persons interested to be heard upon the matter at the public hearing. The following proposed ordinance amendment is under consideration and may be adopted and/or altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any alteration or amendment must be presented for comment in the course of the public hearing. The proposed amendment is available for review and/or purchase at the Town Clerk’s Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays and on the Town’s web site at www.jamestownri.net.

Section 1. Be it hereby ordained by the Town Council of the Town of Jamestown that the Jamestown Code Of Ordinances, Chapter 70, Traffic and Vehicles, as the same may have been heretofore amended, is hereby amended by changing the text of the Chapter, as follows:

NOTE: words set as ~~strikethrough~~ are to be deleted from the ordinance; words underlined are to be added to the ordinance.

See Exhibit A, attached hereto and incorporated herein by reference.

Section 2. The Town Clerk is hereby authorized to cause said changes to be made to Chapter 70 of the Town of Jamestown’s Code of Ordinances.

Section 3. This Ordinance shall take effect upon its passage.

Ad Date(s): July 24, 2014

Publication Source: Jamestown Press

Hearing Date: August 4, 2014

Action: _____

Certified: _____

Exhibit A-Alternate 1

Sec. 70-87. Prohibited or restricted parking on specified streets.

On the following streets or portions of streets, parking is prohibited or restricted as indicated, and it shall be unlawful for any person to allow, permit or suffer any vehicle registered in such person's name to stand or park such vehicle in violation of this section:

Bay View Drive, west side, from Conanicus Avenue north to Davis Street, no parking any boat trailer at any time.

Sec. 70-52. Stop intersections.

Stop signs shall be erected and traffic controlled in conformance with section 70-51 on the following streets and highways within the town:

Intersection:	Location of Sign/Street Stopped:
Mast Street and Helm Street	Helm Street
Helm Street and Bow Street	Bow Street <u>4-way stop</u>
<u>Helm Street and Mast Street</u>	<u>Mast Street</u>

James B. Rugh

200 America Way | Jamestown RI 02835

July 15, 2014

To the Jamestown Town Council:

In June of this year Quonset Development Corporation signed a 25-year lease with Edesia, a maker of a nutra-ceutical food product used in humanitarian projects around the world. In addition to building a manufacturing plant on a 10-acre parcel at Quonset, Edesia is committed to bringing 65 jobs to Quonset Point. In addition, a 50-year lease was signed with GreenCore, an international manufacturer of ready to eat snack products headquartered in Ireland. They plan to build a 107,000-square-foot facility and will bring 360 jobs to Rhode Island. Ocean State Job has leased additional land and is making a significant expansion and will be adding jobs. Last year Electric leased an additional 45-acres and has embarked on a multi-year expansion that could double by 2028 their local work force to about 6,000 people. I supported all these leases.

This week I was the only Board member to vote against an "option to lease" to Cape Wind. As your representative I wanted to share with you the reasons for my vote. Quonset's finances are strong and the available parcels at the park are limited. This option to lease would encumber 17-acres with rail access in the core of the park for a maximum of three years. There is no commitment to bring any jobs to Rhode Island. In fact, as widely reported in the press, the Port of New Bedford is being rebuilt specially to accommodate Cape Wind. Clearly, the Quonset location is a back up.

I would have preferred that the parcel in question remain in inventory and be leased to a company willing to make a long-term commitment to Quonset and bring jobs to the state.

Regards,

A handwritten signature in black ink, appearing to read "Jim Rugh", written in a cursive style.

James Rugh

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
COASTAL RESOURCES MANAGEMENT COUNCIL

Oliver Stedman Government Center
4808 Tower Hill Road, Wakefield, RI 02879

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL -8 AM 10:16

PUBLIC NOTICE

File Number: 2008-11-062 Date: July 1, 2014

This office has under consideration the application of:

Mark A. Bard
125 King Tom Drive
Charlestown, RI 02813

Pursuant of the Rhode Island Superior Court decision, the applicant is submitting the current application for a State of Rhode Island Assent to construct and maintain: a new 3 bedroom 24' x 62' dwelling (1,488 sq. ft.), with a 10' x 62' second floor cantilevered deck. Dwelling will be serviced by town water and a denitrifying OWTS (septic system). The project requires a 35' (70%) buffer zone variance, the required buffer zone is 50', proposed is 15'. Additionally, a 39.7' (53%) setback variance is required, the required setback is 75', proposed is 35.3'.

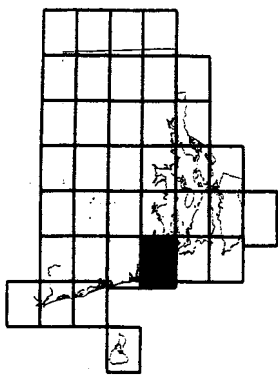
Project Location:	Clarkes Village Road
City/Town:	Jamestown
Plat/Lot:	12 / 87
Waterway:	

Plans of the proposed work may be seen at the CRMC office in Wakefield.

In accordance with the Administrative Procedures Act (Chapter 42-35 of the Rhode Island General Laws) you may request a hearing on this matter.

You are advised that if you have good reason to enter protests against the proposed work it is your privilege to do so. It is expected that objectors will review the application and plans thoroughly, visit site of proposed work if necessary, to familiarize themselves with the conditions and cite what law or laws, if any, would in their opinion be violated by the work proposed.

If you desire to protest, you must attend the scheduled hearing and give sworn testimony. A notice of the time and place of such hearing will be furnished you as soon as possible after receipt of your request for hearing. If you desire to request a hearing, to receive consideration, it should be in writing (with your correct mailing address and **e-mail address**) and be received at this office on or before August 1, 2014.



Southw

63
60

Austin Hollow

W E

60

Hull Cove

Short Pt

34

US N RES

Clarks Village

54

US NAVAL RES

Lion Head

POPE BURNSIDE

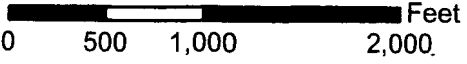
Bass Rock

BM

45

36

— Approximate Site Location
USGS Topographic Series
Contour Interval 10 Feet
National Geodetic Vertical Datum of 1929

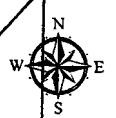


FOR ILLUSTRATIVE PURPOSES ONLY
NOT A SURVEY PLAN

USGS Topographic Map
Clarke's Village Road
A.P. 12, Lot 87
Jamestown, RI
Narragansett Pier Quad Map

RECEIVED

JUN 9 2014



Natural Resource Services, Inc.

C.R. [Logo]

p: (401) 568-7350
f: (401) 568-7490
Narragansett, RI 02882
(c) 1990 RIGIS

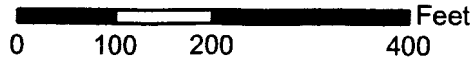


FOR INFORMATIONAL PURPOSES ONLY
NOT A SURVEY PLAN

2011 Historic Aerial Graphic
Clarke's Village Road
A.P. 12, Lot 87

Jamestown, RI

— Approximate Site Location
2011 RIDEM Multispectral
Orthophotography of RI (c) RIGIS



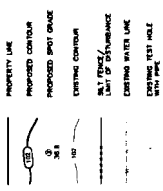
RECEIVED

JUN 9 2014

Natural Resource Services, Inc.
PO Box 311
100 Tristram Lane
Narragansett, RI 02882
C.N.M.C.

p. (401) 588-7390
f. (401) 588-7490
© 1990 RIGIS

LEGEND



LOCATION PLAN
SCALE: 1" = 200'

GENERAL NOTES:
1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND ALL CONSTRUCTION ACTIVITY ON THE SITE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND ALL CONSTRUCTION ACTIVITY ON THE SITE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND ALL CONSTRUCTION ACTIVITY ON THE SITE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

WATER SUPPLY:
ALL MUNICIPAL WATER SUPPLY LINES SHALL NOT BE DEEPER THAN 24" FROM THE SURFACE OF THE GROUND. ALL WATER SUPPLY LINES SHALL BE DEEPER THAN 24" FROM THE SURFACE OF THE GROUND. ALL WATER SUPPLY LINES SHALL BE DEEPER THAN 24" FROM THE SURFACE OF THE GROUND.

UTILITIES:
THE LOCATION OF EXISTING UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE ONLY AND HAVE BEEN SHOWN USING THE BEST AVAILABLE DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

CONSTRUCTION NOTES:
THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND ALL CONSTRUCTION ACTIVITY ON THE SITE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

FEMA DESIGNATIONS:
THE SHADDED AREAS INDICATE AREAS WITHIN WHICH THERE IS A 1% ANNUAL FLOODING CHANCE. THE UNSHADDED AREAS INDICATE AREAS WITHIN WHICH THERE IS A 0.2% ANNUAL FLOODING CHANCE.

COASTAL FEATURE FLAGGING:
THE FLAGGED AREAS INDICATE COASTAL FEATURES THAT ARE SUBJECT TO SPECIAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND ALL CONSTRUCTION ACTIVITY ON THE SITE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

APPROXIMATE ELEVATION:
THE APPROXIMATE ELEVATION OF THE GROUND SURFACE IS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL VERIFY THE ELEVATION OF THE GROUND SURFACE PRIOR TO CONSTRUCTION.

GRAPHICAL SCALE: 1" = 10'

FRISSELLA BALCH MASSACHUSETTS LAND DEVELOPMENT

PLAN OF PROPOSED SITE DEVELOPMENT

NO.	DATE	DESCRIPTION	BY

LOT 87 OF ASSESSOR'S MAP 12

MARK BARD

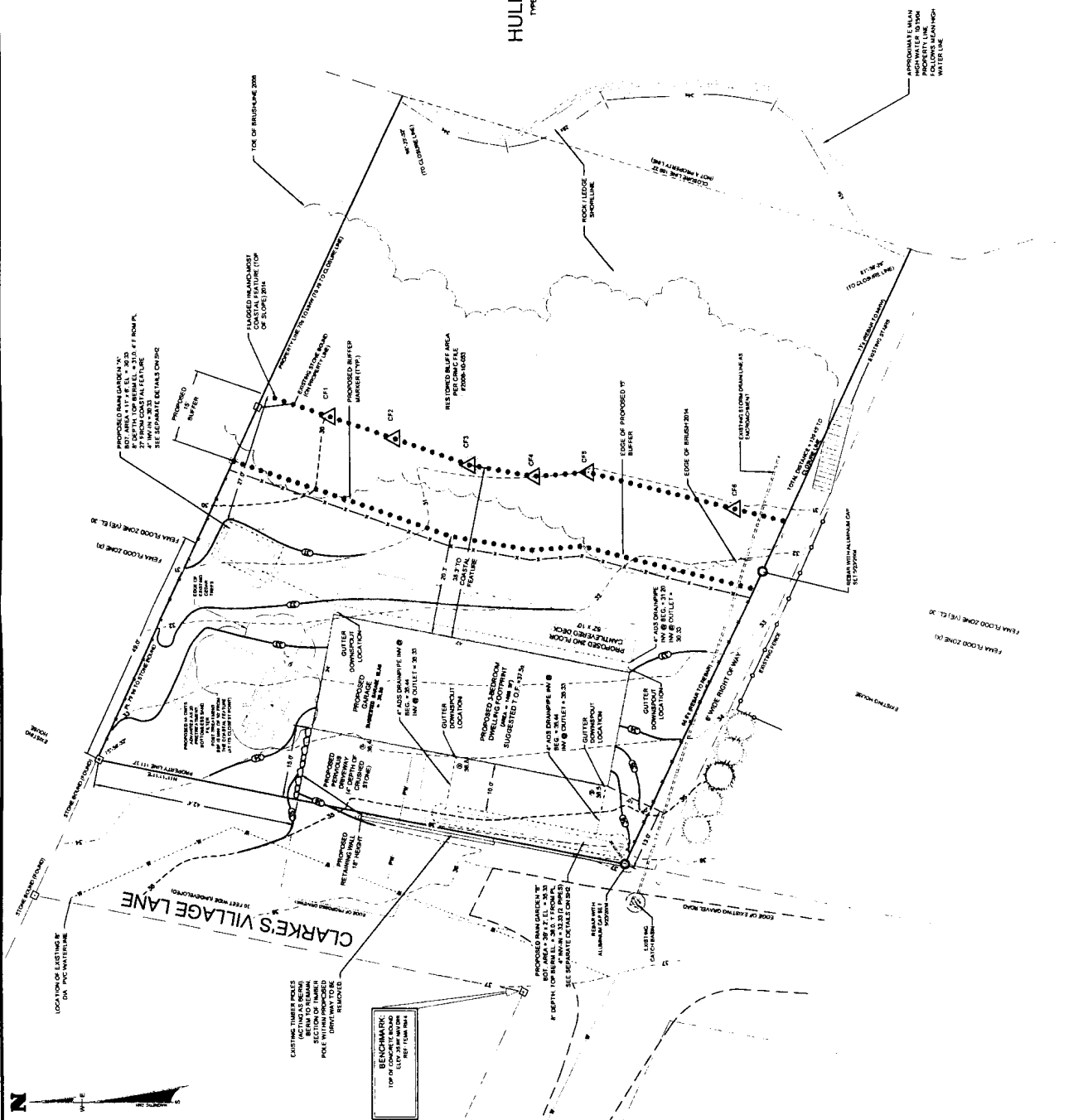
CLARKE'S VILLAGE ROAD
IN THE TOWN OF JAMESTOWN, RI

JEFFREY K. BALCH
PROFESSIONAL LAND SURVEYOR
NO. 1809
SCALE: 1" = 10'

JEFFREY K. BALCH
PROFESSIONAL LAND SURVEYOR
NO. 1809
SCALE: 1" = 10'

SHEET 1 OF 2

HULL COVE
TYPE 1 WATERS



THE BOUNDARY BETWEEN THIS LOT AND ADJACENT LOTS IS SHOWN BY THE DOTTED LINE. THE BOUNDARY BETWEEN THIS LOT AND ADJACENT LOTS IS SHOWN BY THE DOTTED LINE.

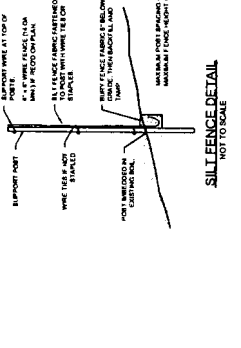
APPROXIMATE ELEVATION OF THE GROUND SURFACE IS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL VERIFY THE ELEVATION OF THE GROUND SURFACE PRIOR TO CONSTRUCTION.

EROSION AND SEDIMENTATION CONTROL NOTES:
 EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

STORMWATER AND EROSION CONTROL DETAILS
 THE CONTRACTOR SHALL PROVIDE FOR ALL SEEDING AREAS TO BE WATERED AND FERTILIZED TO PROMOTE PLANT GROWTH. SEEDING SHALL BE COMPLETED WITHIN 14 DAYS OF THE DATE OF THE CONTRACT.

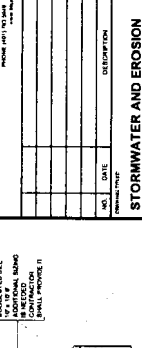
RAINFALL DETENTION BASIN
 THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS. THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS.

RAINFALL DETENTION BASIN
 THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS. THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS.



TYPICAL DETAIL PLAN VIEW OF RAIN GARDEN
 NOT TO SCALE

RAINFALL DETENTION BASIN
 THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS. THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS.



DETAIL RAIN GARDEN, TYPICAL CROSS-SECTION
 NOT TO SCALE

RAIN GARDEN SIZING (RAIN GARDEN)
 THE RAIN GARDEN SHALL BE SIZED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS. THE RAIN GARDEN SHALL BE SIZED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS.

GARDEN BOTTOM AREA CALCULATION:
 THE BOTTOM AREA OF THE RAIN GARDEN SHALL BE CALCULATED AS FOLLOWS: $A = L \times W$

PLANT SCHEDULE FOR RAIN GARDEN "A"

Code	Plant Name	Quantity	Notes
AT	Autumn-flowering shrub	1	1.0 C.C.
AT	Autumn-flowering shrub	1	1.0 C.C.
AT	Autumn-flowering shrub	1	1.0 C.C.
AT	Autumn-flowering shrub	1	1.0 C.C.

PLANT SCHEDULE FOR RAIN GARDEN "B"

Code	Plant Name	Quantity	Notes
AT	Autumn-flowering shrub	1	1.0 C.C.
AT	Autumn-flowering shrub	1	1.0 C.C.
AT	Autumn-flowering shrub	1	1.0 C.C.
AT	Autumn-flowering shrub	1	1.0 C.C.



SILT FENCE DETAIL
 NOT TO SCALE

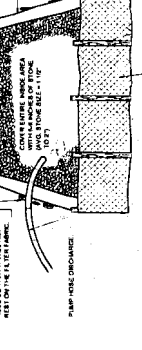
RAINFALL DETENTION BASIN
 THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS. THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS.

RAINFALL DETENTION BASIN
 THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS. THE BASIN SHALL BE CONSTRUCTED TO DETAIN RAINFALL FOR A PERIOD OF 24 HOURS.



PERSPECTIVE VIEW OF FILTER FABRIC DEWATERING BASIN
 SCALE: NONE

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CROSS-SECTION OF FILTER FABRIC DEWATERING BASIN
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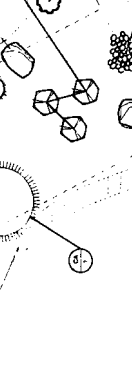
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PROJECT INFORMATION

PROJECT NO.	12345
DATE	10/20/2024
DRAWN BY	J. BALCH
CHECKED BY	M. BARD
SCALE	AS NOTED

PROJECT INFORMATION

PROJECT NO.	12345
DATE	10/20/2024
DRAWN BY	J. BALCH
CHECKED BY	M. BARD
SCALE	AS NOTED



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RAIN GARDEN SIZING

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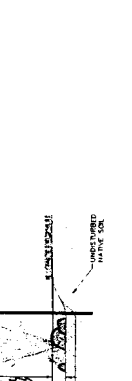
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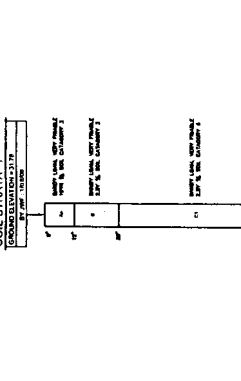
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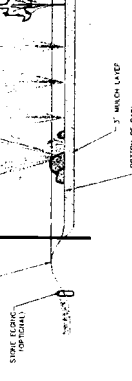
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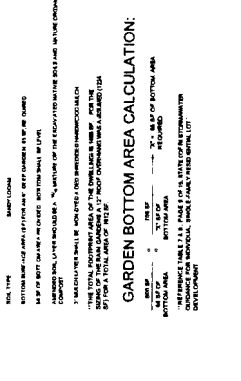
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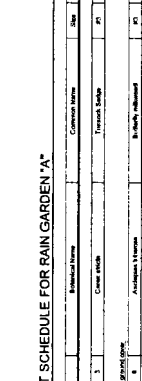
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State of Rhode Island and Providence Plantations
Coastal Resources Management Council
Oliver H. Stedman Government Center
4808 Tower Hill Road, Suite 3
Wakefield, RI 02879-1900

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

NOTICE OF RESCHEDULED PUBLIC HEARING

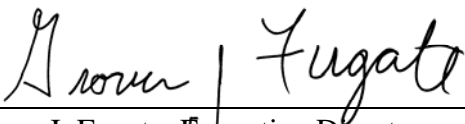
Proposed Amendments to the Coastal Resources Management Program Section 210.3 and Glossary

The Coastal Resources Management Council, in accordance with and pursuant to the RI Administrative Procedures Act (R.I.G.L. § 42-35-3) and the Rules and Regulations of the Coastal Resources Management, gave notice signed and dated June 2, 2014 to change the management plans, policies, procedures and regulations of the agency regarding planning and management of the coastal resources of the State relative to Chapter 46-23 of the State of Rhode Island and specifically in regard to the development and adoption of proposed changes to **Section 210.3** and the **Glossary** of the RI Coastal Resources Management Program as described in the attached public notice.

This Notice is being published to advertise that the Public Hearing on these proposed changes has been rescheduled to **Tuesday, August 26, 2014 at 6:00 p.m.**, in **Conference Room A at the Department of Administration, One Capitol Hill, Providence, RI**

Further information may be obtained by contacting the Coastal Resources Management Council offices at 783-3370.

Signed this 10th day of July, 2014.



Grover J. Fugate, Executive Director
Coastal Resources Management Council

/lat



Oliver Stedman Government Center
4808 Tower Hill Road; Suite 116
Wakefield, RI 02879
401-783-3370

In accordance with and pursuant to the provisions of the "Administrative Procedures Act" (Section 42-35-3 of the General Laws of Rhode Island) and the Rule and Regulations of the Coastal Resources Management Council, notice is hereby given of the intention of the Coastal Resources Management Council to change the management plans, policies, procedures and regulations of the agency regarding planning and management of the coastal resources of the State as provided in Chapter 46-23 of the State of Rhode Island.

The following changes are proposed:

(Note: new text is underlined and deleted text is ~~strikethrough~~)

RI Coastal Resources Management Program – Section 210.3 – Coastal Wetlands

Revise Section 210.3 as follows:

A. Definitions

1. Coastal wetlands include salt marshes and freshwater or brackish wetlands contiguous to salt marshes or physiological features. Areas of open water within coastal wetlands are considered a part of the wetland. In addition, coastal wetlands also include freshwater and/or brackish wetlands that are directly associated with non-tidal coastal ponds and freshwater or brackish wetlands that occur on a barrier beach or are separated from tidal waters by a barrier beach.
2. Salt marshes are areas regularly inundated by salt water through either natural or artificial water courses and where one or more of the following species predominate: smooth cordgrass (*Spartina alterniflora*), salt meadow grass (*Spartina patens*), spike grass (*Distichlis spicata*), black rush (*Juncus gerardi*), saltworts (*Salicornia* spp.), sea lavender (*Limonium carolinianum*), saltmarsh bulrush (*Scirpus* spp.), high tide bush (*Iva frutescens*).
3. Contiguous freshwater wetlands are those wetlands which border directly on salt marshes or brackish wetlands or physiological features and which, except for size limitations, meet the definition of bog, marsh, swamp, or pond under the Rhode Island Freshwater Wetlands Act (R.I.G.L. § 2-1-18 *et seq.*). All contiguous freshwater wetlands are protected under this Program, regardless of their size.
4. Contiguous brackish wetlands are those wetlands which border directly on salt marshes and where one or more of the following species predominate: tall reed (*Phragmites communis*), tall cordgrass (*Spartina pectinata*), broadleaf cattail (*Typha latifolia*), narrowleaf cattail (*Typha angustifolia*), spike rush (*Eleocharis rostellata*), chairmaker's rush (*Scirpus americana*), creeping bentgrass (*Agrostis palustris*), sweet grass (*Hierochloa odorata*), wild rye (*Elymus virginicus*).
5. High salt marsh is defined as that portion of the salt marsh that typically is flooded by spring, moon, or other flooding tides but otherwise is not flooded on a daily basis. The vegetative composition of high salt marsh typically consists of one or more of the following: salt meadow grass (*Spartina patens*); spike grass (*Distichlis spicata*); black rush (*Juncus gerardi*); tall reed (*Phragmites communis*); Sea Lavender (*Limonium carolinianum*); tall cordgrass (*Spartina pectinata*); saltmarsh bulrushes (*Scirpus* spp.); and high tide bush (*Iva frutescens*).

6. Low salt marsh is defined as that portion of the salt marsh that is flooded daily. The vegetative composition of the low salt marsh typically consists predominantly of smooth cordgrass (*Spartina alterniflora*).
7. Alterations to coastal wetlands are defined in Section 300.12.

B. Findings

1. Coastal wetlands are important for a variety of reasons. They provide food and shelter for large populations of juvenile fish and are nurseries for several species of fish. The mud flats and creeks associated with many coastal wetlands are rich in shellfish, particularly soft-shelled clams. Coastal wetlands also provide important habitat for shore birds and waterfowl, and many are among the most scenic features of the Rhode Island shore. Coastal wetlands are effective in slowing erosion along protected shores.
2. Much of the original acreage of coastal wetlands in Rhode Island has been destroyed, and the pressures to fill coastal wetlands continue. Downtown Providence, much of Quonset, and many other low-lying coastal communities are built on what was once coastal wetland. We do not know how much coastal wetland has been destroyed by development, but some 10 percent of our coastal wetlands of 40 acres or more is reported to have been filled between 1955 and 1964. Since coastal wetlands are found in sheltered waters, they frequently coincide with attractive sites for marinas and waterfront homes. The pressures to fill or otherwise alter coastal wetlands therefore remain. According to a 1975 survey, there are some 3,700 acres of salt marsh in the state, of which some 10 percent were fringe marshes less than five yards wide. Approximately 90 percent of the state's salt marshes abut Type 1 and 2 waters.
3. Many of Rhode Island's wetlands are small and, when viewed in isolation, may appear to be of insignificant value. However, these wetlands serve important ecological functions. The Council has sponsored research to investigate the feasibility of rating the relative value of individual coastal wetlands and two years of research revealed that it is not possible to rate coastal wetlands if all ecological considerations are given equal weight. The study also showed that there is little if any correlation between the perceived scenic value of a coastal wetland and its ecological characteristics.
4. Land uses and activities abutting coastal wetlands may have a strong impact upon the wetland itself and wildlife that use the wetland. Nearby drainage patterns which affect sedimentation processes and the salinity of waters may easily be altered, with detrimental effects. The construction of new shoreline protection structures and the bulkheading and filling along the inland perimeter of a marsh prevents inland migration of wetland vegetation as sea level rises, and will very likely result in the eventual permanent loss of coastal wetlands in these circumstances.
5. A study by Hancock (2009¹) using the Sea Level Affecting Marsh Model estimated that a combined 43.6%, or approximately 3300 acres, of existing salt marsh in Winnapaug, Quonochontaug and Ninigret Ponds would be lost in a 1 meter sea level rise scenario by 2100.
6. To ensure the long-term viability and ecological functions of salt marshes and other coastal wetlands, it is important to provide unobstructed pathways for these coastal wetlands to migrate landward as sea levels rise. Coastal Buffer Zones (Section 150) abutting coastal wetlands provide protected vegetated upland areas where coastal wetlands may migrate landward over time as sea levels rise.
7. In light of continuing pressures to alter coastal wetlands, and in accordance with the Council's policy of "no net loss", avoidance and minimization of impacts and mitigation for unavoidable losses are necessary tools for retaining and restoring Rhode Island's coastal wetlands.

C. Policies

1. The Council's goal is to preserve and, where possible, restore all coastal wetlands.
2. To offset past losses in coastal wetlands and unavoidable alterations to surviving coastal wetlands: (a) disturbed wetlands should be restored as directed by the Council or enhanced when possible; and (b) in areas selected on the basis of competent ecological study, the Council will encourage the building of new wetlands.
3. The Council's policy is that all alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 1 waters are prohibited except for minimal alterations required by the repair of an approved structural shoreline protection facility (see Section 300.7), or when associated with a Council-approved restoration activity. In Type 1 waters, structural shoreline protection may be permitted only when used for Council-approved coastal habitat restoration projects.
4. It is the Council's policy that alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 2 waters are prohibited except for minor disturbances associated with (a) residential docks and wetland walkover structures approved pursuant to the standards set forth in Sections 300.4 and 300.17, respectively; (b) approved repair of structural shoreline protection facilities pursuant to Section 300.14; or, (c) Council-approved restoration activities.
5. Coastal wetlands designated for preservation adjacent to Type 3, 4, 5, and 6 waters are identified on maps available for inspection at the Council's offices and at the town halls of coastal cities and towns. In these designated wetlands only the following alterations described in #4 above may be permitted: minor disturbances associated with (a) residential docks and wetland walkover structures approved pursuant to the standards set forth in Sections 300.4 and 300.17, respectively; (b) approved repair of structural shoreline protection facilities pursuant to Section 300.14; (c) Council-approved restoration activities; or (d) Council-approved limited view restoration projects for existing hospitality industry businesses. Approval of limited view restoration projects requires a public access plan consistent with Section 335 subject to CRMC approval and requires that wetlands and other shoreline natural resource areas be placed in a conservation easement at a ratio of 5:1 (e.g., 5 times the area to be restored for a view must be preserved). The area to be restored for a view shall also be included in the conservation easement along with a long-term management plan for the view restoration area. All view restoration projects must demonstrate through aerial photographic evidence that a view which supported an existing hospitality industry business has been lost over time by the growth of forested wetland vegetation. Limited view restoration projects are prohibited bordering Type 1 and 2 waters and for all existing and proposed residential projects bordering all water types. Dredging and filling in these designated coastal wetlands are prohibited. The maps of designated coastal wetlands serve to identify individual wetlands; in all cases precise boundaries shall be determined through a field inspection when proposals that could impact these features are being considered. In support of this goal, the Council supports a policy of "no net loss" of coastal wetland acreage and functions as a result of coastal development.
6. Salt marshes adjacent to Type 3, 4, 5, and 6 waters that are not designated for preservation may be altered if: (a) the alteration is made to accommodate a designated priority use for that water area; (b) the applicant has examined all reasonable alternatives and the Council has determined that the selected alternative is the most reasonable; and (c) only the minimum alteration necessary to support the priority use is made.
7. Any alteration of coastal wetlands shall be consistent with Section 300.12.
8. It is the Council's goal to provide for maximum Coastal Buffer Zone widths for projects abutting coastal wetlands that are adjacent to Type 1 and 2 waters and for coastal wetlands designated for preservation adjacent to Type 3, 4, 5, and 6 waters. In those cases where the Council may grant a variance on small lots the minimum Coastal Buffer Zone width should be no less than 25 feet.

9. It is the Council's goal to provide maximum Coastal Buffer Zone widths for projects abutting coastal wetlands that are likely, based on site conditions and best available information, to migrate landward with sea level rise. These coastal wetlands do not abut seawalls, bulkheads or other structural shoreline protection facilities or elevated landforms such as bluffs, cliffs, or rocky shorelines, among others. These unobstructed coastal wetlands will migrate landward as sea level rises and Coastal Buffer Zones provide protected upland areas that may transition to coastal wetlands in the future.

D. Prohibitions

1. Alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 1 waters are prohibited except for minimal alterations required by the repair of an approved structural shoreline protection facility, or when associated with a Council-approved restoration activity. In Type 1 waters, structural shoreline protection may be permitted only when used for Council-approved coastal habitat restoration projects.

2. Alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 2 waters are prohibited except as may be permitted in C.4 above.

3. Alterations to coastal wetlands designated for preservation adjacent to Type 3, 4, 5, and 6 are prohibited except for the activities listed in C.5 as may be permitted in C.4 above. Dredging and filling in these designated coastal wetlands are prohibited.

4. Limited view restoration projects are prohibited bordering Type 1 and 2 waters and for all existing and proposed residential projects bordering all water types

5. Any limited view restoration project which does not strictly adhere to the Council's policies and standards as stated in Sections C and E herein are prohibited. Should the hospitality use be discontinued the subject property will no longer qualify for this provision and the limited view restoration Assent will become null and void.

E. Standards

1. Limited View Restoration:

a. A public access plan shall be provided consistent with CRMP Section 335.

b. Wetlands and other shoreline natural resources areas shall be placed in a conservation easement at a ratio of 5:1 (e.g., 5 times the area to be restored for a view must be preserved within the conservation easement). The area to be preserved for a view shall also be included in the conservation easement along with a long-term management plan for the view restoration area. The management plan shall be designed to manage the view restoration area as a shrub swamp.

c. All view restoration projects must demonstrate through aerial photographic evidence that a view which supported an existing hospitality industry business has been lost over time by the growth of forested wetland vegetation, as of the effective date of this rule.

¹ Hancock, Robert. 2009. Using GIS and simulation modeling to assess the impact of sea level rise on coastal marshes. http://nrs.uri.edu/docs/nrs600/2009/AbstractsPDF/Hancock_Abstract_2009.pdf

RI Coastal Resources Management Program – Glossary

Add new definition to Glossary as follows:

Existing hospitality industry business. For CRMP purposes an existing hospitality industry business shall be a continuously operating commercial business that has lost a view of the shoreline over time through the growth of trees within a coastal buffer zone or forested wetland, as of the effective date of this rule. Qualifying hospitality industry business shall be limited to one of the following: a resort, restaurant, or hotel that provides services to the general public including tourists where such services are dependant upon a view of the shoreline to support their business.

Concise Summary of Proposed Amendment: The proposed regulation change would authorize existing hospitality industry businesses to restore views to tidal waters that have been lost over time by the growth of forested wetland vegetation. These limited view restoration projects would have to meet proposed standards and abut CRMC-designated Type 3, 4, 5 or 6 waters. The proposed amendments would also require a public access plan in accordance with Section 335 and a conservation easement at a ratio of 5:1 for the limited view restoration area. Existing hospitality industry businesses would be defined for CRMP purposes as a continuously operating commercial business that has lost a view of the shoreline over time through the growth of trees within a coastal buffer zone or forested wetland, as of the effective date of this rule. Qualifying hospitality industry business shall be limited to one of the following: a resort, restaurant, or hotel that provides services to the general public including tourists where such services are dependent upon a view of the shoreline to support their business.

The Council has complied with the requirements of R.I. Gen. Laws Section 42-35-3 by considering alternative approaches to the proposed regulations and has determined that there are no alternative approaches that would be as effective and less burdensome. The Council has also determined that the proposed regulations do not overlap or duplicate any other state regulation. The Council has complied with the requirements of R.I. General Laws §§ 42-35-3 and 42-35.1-4 and has filed copies of the proposed regulations with the Office of Regulatory Reform of the Department of Administration's Office of Management and Budget.

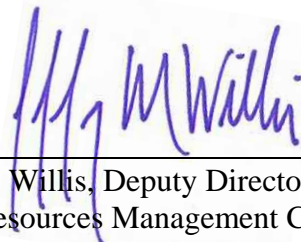
Parties interested in or concerned with the above proposed changes are invited to **submit written comments by July 3, 2014**. All such comments should be directed to Grover J. Fugate, Executive Director, at the above address.

A **public hearing** has been scheduled for these proposed changes to be held **in Conference Room A at the Department of Administration, One Capitol Hill, Providence, RI, on Tuesday, July 22, 2014, at 6:00 p.m.**

Copies of the proposed regulations are also available from the Coastal Resources Management Council offices and its website – www.crmc.ri.gov. Further information may be obtained by contacting the Coastal Resources Management Council offices at 783-3370.

Individuals requesting interpreter services for the hearing impaired must notify the Council office at 783-3370, 72 hours in advance of the hearing date.

Signed this 2nd day of June, 2014.



Jeffrey M. Willis, Deputy Director
Coastal Resources Management Council

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**PUBLIC HEARING
TOWN OF JAMESTOWN**

Notice is hereby given that the Town Council of the Town of Jamestown will conduct a public hearing on **August 4, 2014 at 7:00 p.m. at the Jamestown Town Hall, 93 Narragansett Avenue** on the following proposed amendments to the Code of Ordinances regarding the Harbor Management Ordinance. Opportunity shall be given to all persons interested to be heard upon the matter at the public hearing. The following proposed ordinance amendments are under consideration and may be adopted and/or altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any alteration or amendment must be presented for comment in the course of the public hearing. The proposed amendments are available for review and/or purchase at the Town Clerk's Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays and for review at Jamestownri.net, go to Clerkbases link on the Town's homepage.

The Town Council of the Town of Jamestown hereby ordains:

Section 1. The Jamestown Code of Ordinances is hereby amended by changing the text of the existing Harbor Management Ordinance, as follows:

NOTE: words set as ~~striketrough~~ are to be deleted from the Harbor Management Ordinance; words set in underline are to be added to the ordinance.

The Jamestown Harbor Management Ordinance is amended as set forth in the attached Exhibit A, or as may be amended during the course of the public hearing held pursuant to the proposed amendments.

Section 2. The Town Clerk is hereby authorized to cause said changes to be made to the Town of Jamestown's Code of Ordinances.

Section 3. This Ordinance shall take effect upon its passage.

ALL NOTE: This meeting location is accessible to the physically challenged. Hearing or speech impaired individuals requiring the services of an interpreter should call the Town Clerk at 401-423-7200 or by facsimile at 401-423-7230 not less than 3 business days prior to the meeting.

Ad Date(s): July 24, 2014
Publication Source: Jamestown Press
Hearing Date: August 4, 2014
Action: _____
Certified: _____

1 **Sec. 78-21. Goals.**

2 Whereas, the harbor and nonharbor tidal waters described herein within the corporate
3 boundaries of the Town of Jamestown are under the ownership and jurisdiction of the
4 state and are held in trust for all the citizens of the state; and whereas the state grants
5 the Town of Jamestown limited and specific uses of these waters; therefore the town
6 establishes the following goals for this article:

7
8 (1) To regulate uses and activities within the waters of the town, as described
9 herein; to protect the coastal environment; to minimize user conflicts; to maximize the
10 efficient use of both the water space and town-owned waterfront consistent with the
11 other goals expressed herein; and to maintain and improve public access to and from
12 the waters of the town for the benefit of all user groups, including residents and
13 nonresidents with or without boats, who seek to use town waters for passive and active
14 recreation.

15
16 (2) To distribute equitably the burdens and benefits of harbor management and
17 development among commercial mooring operators, private mooring owners, other
18 groups or individuals with special interests in the water and the waterfront, and the
19 town.

20
21 (3) To remain consistent with the authorities granted the town under G.L. 1956, §
22 46-4-6.9 and with the goals, policies, and regulations of the Jamestown Comprehensive
23 Community Plan, the Jamestown Comprehensive Harbor Management Plan, the Rhode
24 Island Coastal Resources Management Program, the Rhode Island Department of
25 Environmental Management, and the United States Army Corps of Engineers.

26
27 **Sec. 78-22. Definitions.**

28 The following words, terms, and phrases, when used in this article, shall have the
29 meanings ascribed to them in this section, except where the context clearly indicates a
30 different meaning:

31 *Abandoned Vessel:* A vessel that is inoperable and is left unattended for more
32 than seventy-two (72) hours, or a vessel that has remained illegally in the waters of
33 Jamestown for a period of more than three (3) days.

34 *Anchoring:* To secure a vessel temporarily to the bottom of a waterbody by
35 dropping an anchor or anchors or other ground tackle from a vessel.

1 *Beach(es)*: Area(s) of the shoreline designated by the harbor commission as
2 suitable for land storage of vessels capable of being removed from the water by
3 manpower alone.

4 *Beach permit*: A license authorized by the Town of Jamestown granting the
5 permittee the privilege of storing a specified vessel at a designated beach for a
6 specified season of April 1 until October 31 of each year.

7 *Channel*: Any water areas that are federally maintained and reserved for
8 unobstructed movement of vessels.

9 *Coastal waters*: All waters bordering the town from the shore to a distance of 500
10 feet seaward not included in the designation "harbor waters."

11 *Commercial mooring*: Any mooring that a marina, shipyard, yacht club, or other
12 organization has permission to lease or rent to others.

13 *Commercial vessel*: A vessel licensed and used primarily for any type of
14 commercial venture, including but not limited to, fishing, towage, salvage, and the
15 carriage of passengers for hire.

16 *Conservation zones*: Those harbor areas specially designated by the town for the
17 protection of water quality, wildlife, and plant habitat values. (Note: These zones may
18 differ from the type 1 "Conservation Areas" of the Rhode Island Coastal Resources
19 Management Council.)

20 *Developed riparian property*: Riparian property improved by the addition of a
21 permanent structure that has been approved by the building inspector of the town.

22 *Executive director*: The member of the town administration nominated by the
23 town administrator and appointed by the town council to supervise the harbor staff and
24 to administer the provisions of this article and any additional regulations subsequently
25 required for the implementation of the article.

26 *Fairway*: Any locally designated and/or maintained water areas, usually in
27 harbors or in mooring zones, reserved for the unobstructed movement of vessels.

28 *Guest mooring*: A private mooring of a riparian property owner reserved solely for
29 the use of guests.

30 *Harbor commission*: The local advisory and regulatory body authorized by the
31 town council to manage the coastal waters and harbor areas of the town.

1 *Harbormaster:* The individual, hired on approval of the town council by the town
2 administrator, who is primarily concerned with enforcement and activity on the waters of
3 the town. The harbormaster reports to the executive director.

4 *Harbor waters:* The waters in the three harbors of the town: East Harbor, West
5 (Dutch) Harbor, and South (Mackerel Cove) Harbor. The boundaries of these harbors
6 are defined in section 78-24 of this article.

7 *Headway speed:* the slowest speed at which a vessel can operate and maintain
8 steerage.

9 *Moor:* To secure a vessel to the bottom of a waterbody semi-permanently or
10 seasonally.

11 *Mooring:* All hardware or tackle used to moor a vessel. For the purposes of this
12 article, a mooring is considered either commercial or private.

13 *Mooring area:* A bounded area outside the harbor waters in which moorings may
14 be placed. Per CRMC regulation, more than four moorings (the maximum which
15 riparians may have) is considered a mooring area, and must be properly recognized in
16 the harbor ordinance.

17 ~~*Mooring inspector, qualified:* Any person or business approved as an inspector of~~
18 ~~moorings by the harbor commission upon recommendation of the harbormaster.~~

19 *Mooring permit:* A license authorized by the Town of Jamestown granting the
20 permittee the privilege of using an assigned mooring space in the waters of the town for
21 a specified season.

22 *Mooring space:* The specific space assigned by the harbormaster to the holder of
23 a valid mooring permit for the placement of a mooring.

24 *Mooring zones:* Those harbor areas designated by the town for the placement of
25 moorings, or for transient anchorage if space is available.

26 *Motorized Vessel:* Every description of a watercraft used, or capable of being
27 used, as a means of transportation on the water and which is propelled by or capable of
28 being propelled by a motor.

29 *Nonresident:* Any individual, business, corporation, or association that does not
30 meet the definition of "resident."

1 *Notice:* Notice in so far as the holder of a mooring permit is concerned shall be
2 defined as a registered and regular first class mail sent to the address of record on the
3 mooring permit from the harbor clerk.

4 *Occupation:* "Occupation" of a mooring or outhaul for a "day" as used in
5 subsection 78-26(m)(4) or (5), or 78-26(p)(1) hereof requires that the vessel be secured
6 thereto overnight.

7 *Outhaul:* A non-single-point anchoring device, for the purpose of securing a boat
8 in tidal waters and retrieving it from shore.

9 *Outhaul permit:* A license authorized by the Town of Jamestown granting the
10 permittee the privilege of storing a specified vessel on a specific outhaul for a specified
11 season.

12 *Personal watercraft:* A vessel which uses an inboard motor powering a water jet
13 pump as its primary source of motive power and which is designed to be operated by a
14 person sitting, standing, or kneeling on the vessel, rather than the conventional method
15 of sitting or standing inside the vessel.

16 *Private aid to navigation:* A buoy placed to mark a location in the water, other
17 than government marks. The location of such private aids in Jamestown waters must be
18 approved by the harbormaster. No fees will be charged for such private aids. The
19 parties placing such private aids are responsible for their proper maintenance and for
20 informing appropriate governmental authorities of their placement.

21 *Private mooring:* Any mooring that is not a commercial mooring.

22 *Qualified mooring inspector:* Any person or business approved as an inspector of
23 moorings by the harbor commission upon recommendation of the harbormaster.

24 *Rafting:* Two or more vessels, excluding dinghies or other tenders, attached to
25 each other while moored or at anchor.

26 *Recreational vessel:* Any vessel designed for self-propelled navigation on the
27 water and used primarily for pleasure.

28 *Resident:* Any real property taxpayer, full-time inhabitant, and/or registered voter
29 of the Town of Jamestown; any recognized nonprofit organization of the town.

30 *Right-of-way:* A legal right to use a path or corridor from a public or private
31 thoroughfare or facility that leads to the waters of Narragansett Bay.

1 *Riparian property*: A freehold estate of record in land within the town having
2 shorefront directly adjacent to waters bordering the town.

3 *Season*: ~~May~~ April 1 to October 4 31 of each year.

4 *Transient anchorage zones*: Those harbor areas designated by the town
5 exclusively for the short-term use of commercial and recreational vessels.

6 *Vessel*: Every description of watercraft used, or capable of being used, as a
7 means of transportation on water, with the exception of seaplanes, houseboats, and
8 floating businesses.

9 *Vessel in need of a mooring*: A vessel that will employ the permitted mooring as
10 the primary securing location of the vessel when not in use. A vessel that displaces less
11 than 150 pounds when empty is presumed not in need of a mooring. A person desiring
12 to apply for a mooring for a vessel that does not meet the foregoing criterion may apply
13 to the harbormaster for permission to do so.

14 *Waters of the town*: The harbor and coastal waters under town jurisdiction
15 described in sections 78-23 and 78-24 of this article.

16
17 **Sec. 78-23. Areas under jurisdiction.**

18 The Town of Jamestown hereby assumes management authority for the purposes of
19 this article consistent with the powers, duties, and authorities granted under G.L. 1956,
20 46-4-6.9 over the following waters:

21 (a) *Harbor waters*. The waters of the three harbors—East Harbor, West (Dutch) Harbor,
22 and South (Mackerel Cove) Harbor. The boundaries of these harbors are defined in
23 section 78-24 of this article.

24
25 (b) *Coastal waters*. All waters bordering the town from the shore to a distance of 500
26 feet seaward not included in the designation "harbor waters" and excluding the "mooring
27 areas" listed below, the boundaries of which are defined in section 78-24 below.

28
29 (c) *Mooring areas*. The waters within three areas defined in section 78-24 below and
30 referred to as Head's Beach, Park Dock, and Cranston Cove.

1 **Sec. 78-24. Harbor and mooring area boundaries.**

2 (See appendix A for a map of the harbor boundaries described below and for a table
3 giving Rhode Island State Plane Coordinates and lat/longs for each boundary point.)

4
5 (a) *East Harbor.* The northern boundary shall be a line extending 1,000 feet seaward
6 from the eastern extension of Weeden Lane. The eastern boundary shall be a line
7 extending 1,000 feet seaward of the shoreline. The southern boundary shall be a line
8 extending from the southern point of the Fort Wetherill Boat Basin to government
9 marker G "9" (Fort Wetherill Gong) thence to government marker G "11" (Bull Point
10 Bell). East Harbor waters are classified as follows:

11
12 (1) *Mooring zone.* All harbor waters from the Newport Bridge to a line extending
13 from: Bull Point to government marker G "11" as bounded and marked by existing
14 moorings of record;

15
16 (2) *Transient anchorage zone.* All harbor waters from the northern boundary to
17 the Newport Bridge in the band of water 500 to 1,000 feet from shore; and all harbor
18 waters south of a line extending from Bull Point to government marker G "11";

19
20 (3) *Conservation zone.* All harbor waters from the northern boundary to the
21 Newport Bridge in the band of water from the shore to 500 feet seaward.

22
23 (b) *West (Dutch) Harbor.* The northern boundary shall be a line extending 1,000 feet
24 seaward from the western extension of Orchard (Weeden) Lane. The western boundary
25 shall be a line extending from the westernmost end of the northern boundary to the pier
26 at Fort Getty. West (Dutch Island) Harbor Waters are classified as follows:

27
28 (1) *Mooring zone.* All harbor waters from a point on shore due east of the Dutch
29 Island pier ruins to the Fort Getty pier thence to a point at the southern terminus of
30 Maple Avenue;

31
32 (2) *Transient anchorage zone.* All harbor waters from Dutch Island pier ruins to a
33 point due east on shore thence to the Fort Getty pier;

34
35 (3) *North conservation zone.* All waters shoreward of a line extending from the
36 western extension of Orchard (Weeden) Lane to point R on the map provided as
37 appendix A-1 of the article, thence to point Q on that map;

1
2 (4) *South (Sheffield Cove) conservation zone*. All harbor waters south of a line
3 from the pier at Fort Getty to a point at the southern terminus of Maple Avenue.
4

5 (c) *Head's Beach mooring area*. The waters within the quadrangle defined by the
6 following points:

- 7 (1) 41⁰ 32. 276N 71⁰ 23. 233W
- 8 (2) 41⁰ 32. 293N 71⁰ 23. 391W
- 9 (3) 41⁰ 32. 457N 71⁰ 23. 333W
- 10 (4) 41⁰ 32. 449N 71⁰ 23. 216W

11
12 (d) *Park Dock mooring area*. The waters within the quadrangle defined by the following
13 points:

- 14 (1) 41⁰ 33. 805N 71⁰ 21. 671W
- 15 (2) 41⁰ 33. 799N 71⁰ 21. 602W
- 16 (3) 41⁰ 33. 962N 71⁰ 21. 648W
- 17 (4) 41⁰ 33. 962N 71⁰ 21. 725W

18
19 (e) *Cranston Cove mooring area*. The waters within the quadrangle defined by the
20 following points:

- 21 (1) 41⁰ 32. 228N 71⁰ 21. 811W
- 22 (2) 41⁰ 32. 222N 71⁰ 21. 743W
- 23 (3) 41⁰ 32. 516N 71⁰ 21. 686W
- 24 (4) 41⁰ 32. 472N 71⁰ 21. 835W

25
26 (f) *Setbacks*. No moorings shall be placed less than 100 feet from the mean low water
27 mark on shore, nor within 50 feet or three times the control depth of water, whichever is
28 greater, from all federal navigation channels, navigation fairways, shellfish management
29 areas, or shoreside structures.
30

31 **Sec. 78-25. Rights-of-way to the water.**

32 (a) No person shall block, barricade, or in any way impede the public use of or access
33 to designated public rights-of-way to the water as defined by the Rhode Island Coastal
34 Resources Management Council ("RICRMC") or the town of Jamestown.
35

36 (b) No person shall park or store a vessel, vehicle, or structure on a designated public
37 right-of-way to the water as defined by the RICRMC or the Town of Jamestown. Vessels

1 may be stored on the ground at designated beaches or in racks on town property
2 constructed with permission of the harbor commission. The harbor clerk shall issue
3 permits for doing so at fees to be set by the harbor commission and shall maintain
4 waiting lists for these privileges if appropriate.
5

6 (c) Any person in violation of this section of the ordinance after due notice shall be
7 subject to a fine in accordance with section 78-27 of this article ("regulated activities").
8 After due notice town personnel may clear a right-of-way at the violator's expense.
9

10 **Sec. 78-26. Mooring and outhaul regulations.**

11 (a) *Permitting.* No mooring or outhaul shall be located or maintained in the harbor or
12 coastal waters of Jamestown until a permit has been issued for the use of such mooring
13 or outhaul by the harbormaster. No mooring or outhaul shall be permitted until the
14 harbormaster has determined that it conforms to the specifications set forth in this
15 article and in any other conditions established by the state or town. The harbormaster is
16 responsible for the precise location of every mooring or outhaul, with due regard to
17 space available, to the maximizing of available space, and to the safety of the vessel.
18 Individuals holding a permit may renew it annually upon payment of the appropriate fee
19 subject to compliance with all of the conditions of this section. A mooring or outhaul
20 permit may, upon notice, be revoked at any time for failure to comply with conditions
21 established by this article or by any applicable state or town regulations.
22

23 (b) *Mooring density and allocation.*

24
25 (1) Harbor waters. The limit of moorings in the east harbor and west harbor
26 mooring zones shall be based on available space and the provision of adequate
27 landside facilities. No additional commercial mooring permits shall be assigned in
28 either the east or west harbor mooring zones until private mooring permits constitute
29 60 percent of the zone's total number of permits. The precise location of each
30 mooring, commercial or private, within the mooring zones shall be made by the
31 harbormaster, who shall, with the harbor commission, establish appropriate
32 fairways within the zones.
33

34 (2) Coastal waters. No mooring shall be permitted more than 500 feet from the
35 shore in coastal waters. No commercial moorings are permitted in coastal waters.
36 The precise location of each private mooring shall be made by the harbormaster.
37

1 (3) Mooring areas. Private moorings may be established in mooring areas. No
2 commercial moorings are permitted in mooring areas. The density and placement of
3 such moorings shall be established by the harbormaster.

4
5 (4) No moorings shall be established in conservation zones.

6
7 (c) *Priority for private mooring permits.* The harbor commission shall maintain a
8 chronological list of all applicants requesting a private mooring permit. The list shall be
9 updated at least twice a year and shall be available to the public at all times for
10 inspection. Within the space available, requests shall be treated in accordance with the
11 following priority guidelines:

12
13 *Class 1: Riparian.*

14 a. Owners of riparian property, including individual owners and the owners
15 or directors of profit or nonprofit associations, partnerships, corporations or such other
16 legal entities owning riparian property, are entitled to apply, with priority over other
17 mooring permit classes, for up to two moorings per property parcel directly adjacent to
18 the shorefront property parcel. They may apply for additional class 1 moorings, up to
19 four in total, without priority over other mooring permit classes. In both cases
20 applications are subject, as determined by the harbormaster, to the availability of space
21 and to state and local regulations. Contiguous lots under the same ownership shall be
22 considered as one property parcel. An individual owner may designate only immediate
23 family members (the owner or the owner's spouse, children, or parents) or the current
24 lessee of the owner's riparian property as holders of the permitted moorings. An
25 association, partnership, or corporation may designate any of its members in good
26 standing as holders of its permitted moorings. With the approval of the harbormaster,
27 mooring privileges in this category may be granted to owners whose riparian property is
28 adjacent to a town conservation zone.

29 Guest moorings: Only owners of riparian property may have guest moorings. Only one
30 of the two moorings permitted class 1a permit holders may be a guest mooring, except
31 that nonfamily associations, partnerships, or corporations owning developed riparian
32 property may designate as guest moorings one or both of their permitted moorings.
33 Guest moorings may not be rented or leased. The harbormaster may on application
34 permit a single vessel to occupy a guest mooring on a seasonal basis. Applications for
35 private guest moorings must specify the length of the largest vessel able to occupy the
36 mooring under normal conditions.

37
38 b. On coastal waters, property owners holding a freehold estate of record
39 with a deeded right of access to riparian property owned by a nonprofit association,

1 partnership, or corporation of which they are members in good standing are entitled to
2 apply for a single mooring permit per property directly adjacent to that riparian property.
3 The privilege of a mooring permit in this category is subject to the reasonable availability
4 of mooring space as determined by the harbormaster. ~~Moorings shall be limited to the~~
5 ~~area created by a parallel extension of the boundaries of the riparian water frontage into~~
6 ~~the coastal waters.~~ This category of riparian mooring is not permitted in harbor waters,
7 is dependent on available parking, may not be placed in a town conservation zone, and
8 may not be a guest mooring. All moorings in this category shall be counted toward
9 complying with the CRMC no greater than 3:1 resident to non-resident mooring
10 allocation requirement. If the This area is delineated as a mooring area and where
11 public access is available members of the general public shall be entitled to apply for a
12 mooring permit there.

13
14 This area is delineated as a mooring area and is available to members of the general
15 public.

16
17 The Town shall provide delineation of each such mooring areas to contain all Class 1b
18 moorings; Class 1b moorings existing as of April 22, 2014 shall be considered
19 “grandfathered”. Each such mooring area is available to members of the general public.
20 This does not imply any right to trespass on private property.

21
22 ~~If more than four moorings are so permitted, the area must be delimited as a mooring~~
23 ~~area, and, where public access is available, members of the general public shall be~~
24 ~~entitled to apply for mooring permits therein.~~

25
26 *Class 2: Rights-of-way.*

27
28 ~~Existing Class 2a and 2b areas should be considered grandfathered and no similar~~
29 ~~parallel extensions of ROW boundaries onto coastal waters should be established to~~
30 ~~create mooring sites for non-riparian property owners in either of these classes.~~

31
32 The Town shall provide delineation of each such mooring areas to contain all Class 2a
33 and 2b moorings; Class 2 a and 2b moorings existing as of April 22, 2014 shall be
34 considered “grandfathered”. Each such mooring area is available to members of the
35 general public. This does not imply any right to trespass on private property.

36
37
38 a. Nonriparian property owners holding a freehold estate of record with a
39 deeded private right-of-way or easement to coastal waters granted in an original

1 property subdivision are entitled to apply, per property, for a single mooring permit
2 directly adjacent to that right-of-way or easement. The privilege of a mooring permit in
3 this category is subject to the reasonable availability of space as determined by the
4 harbormaster. ~~Moorings shall be limited to the area created by a parallel extension of~~
5 ~~the boundaries of the right-of-way into the coastal waters.~~ This category of mooring is
6 not permitted in harbor waters, ~~is dependent on available parking,~~ may not be placed in
7 a town conservation zone, and may not be a guest mooring. All moorings in this
8 category shall be counted toward complying with the CRMC no greater than 3:1
9 resident to non-resident mooring allocation requirement. ~~If the area is delineated as a~~
10 ~~mooring area and where public access is available members of the general public shall~~
11 ~~be entitled to apply for a mooring permit there.~~

12
13 ~~This area is delineated as a mooring area and is available to members of the general~~
14 ~~public.~~

15
16 The Town shall provide delineation of each such mooring area. Each such mooring area
17 is available to members of the general public. This does not imply any right to trespass
18 on private property.

19
20 b. Nonriparian property owners holding a freehold estate of record within
21 1,000 feet of a public right-of-way to coastal waters are entitled to apply, per property,
22 for a single mooring permit per property directly adjacent to that right-of-way. The
23 privilege of a mooring permit in this category is subject to the reasonable availability of
24 space as determined by the harbormaster. ~~Moorings shall be limited to the area created~~
25 ~~by a parallel extension of the boundaries of the right-of-way into the coastal waters.~~ This
26 category of mooring is not permitted in harbor waters, ~~is dependent on available~~
27 ~~parking,~~ may not be placed in a town conservation zone, and may not be a guest
28 mooring. All moorings in this category shall be counted toward complying with the
29 CRMC no greater than 3:1 resident to non-resident mooring allocation requirement
30 ~~Where there are four or more such moorings adjacent to a given right-of-way no new~~
31 ~~moorings shall be permitted. If the area is delineated as a mooring area and where~~
32 ~~public access is available members of the general public shall be entitled to apply for a~~
33 ~~mooring permit there.~~

34
35 ~~This area is delineated as a mooring area and is available to members of the general~~
36 ~~public.~~

37

1 The Town shall provide delineation of each such mooring area. Each such mooring area
2 is available to members of the general public. This does not imply any right to trespass
3 on private property.
4
5

6 *Class 3: General.* All other applications for moorings, resident and nonresident,
7 will be considered in the order in which they are received. Notwithstanding, when a ratio
8 of no greater than 3:1 of resident holders of private mooring permits to non-resident
9 holders of mooring permits (riparian and commercial permits excluded) is attained, the
10 Jamestown Harbor Commission shall establish guidelines to maintain the ratio at that
11 level. ~~the ratio of nonresident holders of private mooring permits to resident holders of~~
12 ~~mooring permits (riparian and commercial permits excluded) reaches 1:3 harbor~~
13 ~~commission shall establish guidelines to maintain the ratio at that level.~~

14 All new class 3 private moorings must be located within a mooring area or harbor
15 waters as specified herein. Moorings outside such mooring areas that were permitted
16 prior to the adoption of this amendment of this article by the town council on June 17,
17 2004, shall be renewed as long as the application therefor is made in the name of the
18 then owner, a spouse, sibling, or children.

19
20 (d) *Mooring area siting standards.* All designated mooring areas sited within the coastal
21 waters and harbor areas of the town shall be setback as follows:
22

23 (1) From riparian moorings and shoreline rights-of-way, a distance sufficient to
24 allow ingress and egress and to prevent interference with the exercise of private and
25 public rights.
26

27 (2) Fifty feet from all residential or commercial docks, piers, floats and public
28 launching ramps.
29

30 (3) Public mooring areas shall be setback from federal navigation projects at
31 least three times the U.S. Army corps of Engineers authorized project depth from
32 federal navigational projects.
33

34 (4) All moorings shall be prohibited in federal navigation projects.
35

36 (5) All new and significantly expanded mooring areas shall be sited to ensure that
37 tides and currents aid in flushing the mooring area.
38

1 (6) All new and significantly expanded mooring areas shall be sited to avoid
2 adverse effects on water quality.

3
4 (7) Mooring areas shall be sited so as to not substantially interfere with
5 designated shellfish management areas, traditional fishing grounds, public recreational
6 areas and conservation areas.

7
8 (8) Mooring areas shall be sited so as to not significantly affect finfish and or
9 shellfish resources, wetlands, submerged aquatic vegetation and aquatic habitat.

10
11 (9) Moorings areas shall be adequately serviced and pump out stations shall be
12 accessible and operationally maintained.

13
14 (10) The Army Corps of Engineers (ACOE)"open to all" policy supersedes any
15 Town or State regulation, policy, ordinance, or statute.

16
17 (11) All moorings and boats shall be located within the mooring areas, except for
18 riparian moorings, and moorings permitted through a Right-of-Way (ROW), where no
19 more than four (4) moorings are permitted via each ROW.

20
21 (e) *Private mooring application procedures.*

22
23 (1) *New mooring or outhaul applications.* Every applicant, riparian and
24 nonriparian, for a new private mooring or outhaul permit shall submit a mooring permit
25 waiting list application form. This form shall contain the name, mailing address, resident
26 status, and relevant telephone numbers of the applicant and the desired location of, and
27 point of access to, the proposed mooring or outhaul. The harbormaster or executive
28 director shall notify the applicant and the harbor clerk in writing within five days whether,
29 given the availability of space, the applicant may apply on the same schedule and on
30 the same application form as renewal applicants or must be placed on a waiting list. To
31 be placed and kept on the waiting list, applicants must, on an annual basis, fill out and
32 return a brief waiting-list renewal application sent to the applicant by the harbor clerk
33 and pay any waiting list fees requested. If the renewal application and fee are not
34 received by a date set in the renewal application, a second notice will be sent; if there is
35 no response within 30 days, the applicant will be deleted from the waiting list.

36
37 (2) *Renewal permit applications.* Mooring or outhaul permits must be renewed
38 annually. Every applicant for a private mooring or outhaul permit must show ownership
39 of a vessel in need of a mooring, except for the guest moorings of owners of riparian

1 property as granted in subsection 78-26(c), above. The harbor clerk shall mail renewal
2 permit applications in March to existing individual permit holders with a return deadline
3 of May 15. The completed application forms shall contain at least the following
4 information: i) the name, summer and winter mailing address, [and] resident status, and
5 relevant telephone numbers of the applicant; ii) the type of vessel and whether it is
6 recreational or commercial; iii) the length, beam, draft, displacement, type of sanitation
7 system, and name of the vessel; iv) a copy of the vessel's registration or documentation
8 certificate in the name of the applicant or a person to whom the permit may be
9 transferred under [subsection] 78-26(h)(2); v) the size, type, proof of inspection, and
10 precise location of the existing mooring; vi) the point of access to the mooring or
11 outhaul; vii) if applicable, the storage location of the dinghy; and viii) the date the vessel
12 is expected to be on the mooring or outhaul. With the approval of the harbor
13 commission and upon public notice to all applicants the harbor clerk may from time to
14 time amend the mooring permit application.

15
16 a. *Leased vessels.* An applicant may apply for a mooring based upon a lease of
17 a vessel providing the applicant the exclusive use of the vessel for at least the period of
18 the season. Such applicants may not permit the actual owner or another third party to
19 use the leased vessel on a regular basis. The harbormaster is directed to regularly
20 monitor usage of any such leased vessel to ensure compliance with this section.

21
22 (3) *General.* A private mooring or outhaul permit may not be held by more than
23 one individual or by more than one association, partnership, or corporation, or any other
24 legal entity at a time. All applications must be accompanied by the appropriate fee and
25 shall be received at the harbor office. No private mooring or outhaul permit shall be
26 granted for any vessel that has another private mooring or outhaul in the harbor waters,
27 mooring zones or coastal waters of Jamestown. Nonresident yacht clubs or other
28 organizations applying for private moorings to be used by more than one vessel during
29 a season must list the names of all vessels eligible to use the mooring and shall be
30 charged an appropriately higher fee.

31
32 (f) *Commercial mooring application procedures.*

33
34 (1) *New permit applications.* New applications for commercial mooring permits in
35 harbor waters must be approved by the Rhode Island Coastal Resources Management
36 Council, the Army Corps of Engineers, and the harbor commission. They must conform
37 to the percentage limitations for harbor waters stated in subsection 78-26(b), above.

1 (2) *Renewal permit applications.* Commercial mooring operators who have
2 approved permits from the Rhode Island Coastal Resources Management Council and
3 the Army Corps of Engineers will be considered to have made renewal applications for
4 the purposes of this article. For vessels on moorings to be leased seasonally
5 commercial mooring operators must provide the harbor office by July 15 with the
6 registration number, name and length of each vessel and the name of each owner. For
7 moorings leased seasonally after July 15 they must provide the information as soon as
8 reasonably practicable. Commercial operators shall provide inspection reports tri-
9 annually of their existing moorings, providing the same information required in
10 subsection 78-26(l)(3) below of inspection reports of private moorings. The inspection
11 reports provided by commercial operators may be provided in spreadsheet format.
12 Commercial mooring operators shall reach a mutually satisfactory arrangement with the
13 harbor commission for the deadlines for payment of the appropriate fees.
14

15 (3) *General.* Commercial moorings are prohibited in coastal waters. In harbor
16 waters commercial mooring operators must fulfill the requirements of Section 300.4.E.1
17 (a) and (b) of the Rhode Island Coastal Resources Management Program as they relate
18 to the provision of sanitary facilities and parking. They must also fulfill any additional
19 requirements of the harbor commission and this article, or any amendments thereof.
20

21 (g) *Relocation of existing permitted mooring.*
22

23 (1) All requests for relocation of existing permitted moorings must be submitted in
24 a written request to the harbormaster. Information for such a request must meet the
25 requirements for a mooring permit application, as well as show proof of a valid mooring
26 permit issued for the previous or current year. The reasons for a mooring relocation
27 must be clearly stated in the request. To be placed and kept on the relocation list,
28 applicants must, on an annual basis, fill out a brief relocation-list renewal form and pay
29 any waiting-list fees requested.
30

31 (2) Action on the relocation request will be taken by the harbormaster based
32 upon policies—written and fully available to the public—established by the harbor
33 commission, the availability of space, the requirements of this article, and the type and
34 size characteristics of the vessel. The harbor commission shall maintain a chronological
35 list of all applicants requesting a mooring relocation. The list shall be updated at least
36 twice a year and shall be available to the public at all times.
37

1 (3) Any request received by the harbormaster that is not complete shall be
2 returned to the applicant and no action will be taken on the matter until a completed
3 form is returned.

4
5 (h) *Occupancy; transfer.*

6
7 (1) Private mooring permits and permits for outhauls on Town owned property
8 ~~outhaul permits on town property~~ : occupancy. Private permit holders may not allow any
9 vessel other than that described in the application to use the mooring or outhaul
10 permitted for more than seven consecutive days; provided, however, that i) the
11 harbormaster may permit the temporary use of a mooring or outhaul by another vessel
12 upon the written request of the mooring permit holder and ii) the harbor commission, if it
13 deems the action appropriate, may waive the restriction more generally and for a longer
14 period. Private permit holders are prohibited from charging a fee for the temporary use
15 of their moorings or outhaul. The harbormaster shall have the authority to move or
16 cause to be moved any vessel violating the provisions of these regulations, at the
17 expense and risk of the vessel owner. The vessel and/or owner of the vessel granted
18 the temporary use of a mooring may only request the temporary use of a mooring for
19 one season. In subsequent years, the vessel and/or vessel owner may not be the
20 recipient of another temporary use exemption, except by order of the harbor
21 commission.

22
23 (2) Private mooring permits, permits for outhauls on Town owned property and
24 wait list position transfer: No private mooring holder permit, outhaul space assignment
25 or wait list position, shall be sold, assigned or transferred (unless it falls under Section
26 78-26(m), below) except on a one time only basis to an immediate family member-
27 limited to sibling, parent, spouse, children or grandchildren. The immediate family
28 member to whom the permit was transferred may, under no circumstances,
29 subsequently transfer the permit. ~~Private mooring and outhaul permits: transfer. No~~
30 ~~private mooring or outhaul space assignment shall be sold, assigned, or transferred by~~
31 ~~a mooring or outhaul permit holder, except that on written notice to the harbor~~
32 ~~commission a permit holder or a person on the waiting list may transfer a mooring or~~
33 ~~outhaul permit (unless it falls under subsection 78-26(n), below) or a place on the~~
34 ~~waiting list to a spouse, sibling, or child on a one-time only basis. Any assigned mooring~~
35 ~~or outhaul space given up by a permit holder reverts to the harbor commission for~~
36 ~~assignment, by the harbormaster, to the next person on the relocation or waiting list~~
37 ~~whose vessel fits the mooring or outhaul space, the appropriate mooring or outhaul~~
38 ~~class involved, and the relevant shoreside requirements. In exceptional cases permit~~
39 ~~holders may apply to the harbor commission for relief from this provision.~~

1
2 (3) Commercial mooring ~~permits~~ and ~~outhaul permits~~ permits for outhauls on
3 Town owned property may be leased or transferred to other businesses subject to
4 review and approval by the harbor commission. The standard for review shall be the
5 ability of the proposed transferee to comply with all the provisions of [subsection] 78-
6 26(f) as a commercial operator.

7
8 (i) *Fees.* The harbor commission shall annually recommend to the town council a
9 proposed schedule of fees as part of the annual operating and capital budget; and the
10 town council shall establish such rates not later than March 15 each year. The
11 commission may charge fees for all mooring permits; for dock, storage rack, outhaul,
12 and beach permits on town-owned property; for outhauls on riparian property, and for
13 waiting and relocation list applicants. Higher fees may be charged for nonresident and
14 commercial moorings and for other special situations. The commission may assess late
15 penalty fees provided these are indicated on, or enclosed with, the appropriate
16 application forms. For billing purposes the harbor clerk may establish informal
17 classification codes for moorings grouped by different levels of fee.

18
19 (j) *Marking.* The holder of a mooring permit shall mark the mooring buoy with the current
20 mooring number thereto in letters no less than three inches high. After 14 days' notice of
21 delinquency the harbormaster may fine the owner \$5.00 a day for any mooring not
22 properly marked.

23
24 (k) *Mooring specifications.*

25
26 (1) *Responsibility for moorings.* Although the town sets the following minimum
27 standards for moorings and mooring inspections for all moorings in the waters of the
28 town, owners of moorings shall be solely responsible for the safety and reliability of their
29 moorings. Heavier tackle and more frequent inspections than the required minimum are
30 strongly recommended in all cases. This is especially so where moorings are in
31 exposed locations or are holding vessels of greater than average displacement.

32
33 (2) *Anchors.* Mushroom anchors (in mud or soft sandy bottoms) or concrete or
34 granite blocks shall be used for moorings in the waters of the town, unless otherwise
35 authorized by the harbormaster or mandated by state or federal agencies. Authorization
36 must be in writing; and the harbor office will maintain records of any mooring anchor
37 deviations authorized in accordance with this provision.

38

1 The approximate shape of block anchors shall be square, both top and bottom,
 2 with tapered sides (trapezoidal). The block shall not be allowed to become a hazard.
 3 The link shall be of material not less than one inch in diameter and shall be securely
 4 imbedded in the block. All shackles shall be one size heavier than the chain. All
 5 shackles shall be load-rated, properly seized, and shall be forged (not cast).

6
 7 (3) *Length and type of chain.* Total minimum length of chain (both bottom and
 8 top) shall be determined as follows: Depth of water at mean high tide, plus five feet for
 9 storm surge, times two. Normally, a minimum of 50 percent of the total length of chain
 10 shall be heavy chain, with the remainder being light chain, as indicated in the table
 11 below. (Where appropriate, a rode of nylon may be substituted for the light chain.) A
 12 higher percentage of heavy chain is recommended in exposed areas of relatively
 13 shallow depth. Use of greater scope is strongly recommended, especially in exposed
 14 areas and where there is sufficient space for vessels to swing without endangering each
 15 other. Excessive scope, as determined by the harbormaster, will not be allowed. A lower
 16 percentage of heavy chain may be appropriate for moorings of greater scope.

17
 18 (4) *Mooring float/buoy.* The mooring float carrying the weight of the mooring
 19 chain (or chain and rode) must be of sufficient size and buoyancy so that at least 50
 20 percent of it is visible above the surface of the water.

21
 22 (5) *Pennants.* Pennant length shall be determined as follows: take the distance
 23 from the chock to the waterline, multiply this distance by two and add the distance from
 24 the bow chock to the bow cleat. The result is the minimum pennant length.

25
 26 (6) *Chafeguards.* All pennant lines running through a chock or any other object
 27 where chafing may occur shall have adequate chafeguards.

28
 29 (7) Minimum tackle specifications for the waters of the town.
 30

Boat Length (feet)	Mushroom anchor (pounds)	Block anchor (pounds)	Bottom Chain (inches)	Top		Pennant (inches)
				Chain or Rode (inches)		
Up to 16	150	500	½	3/8	5/8	½

<u>16</u> to 18	200	800	½	3/8	5/8	½
<u>19</u> to 21	250	1,500	5/8	3/8	5/8	½ × 2
<u>22</u> to 24	300	1,500	5/8	3/8	5/8	½ × 2
25 to 29	400	2,000	5/8	½	5/8	½ × 2
<u>30</u> to 34	500	2,000	5/8	½	¾	5/8 × 2
35 to 39	600	3,000 or 2 × 1,500	¾	½	¾	¾ × 2
40 to 49	800	4,000 or 2 × 2,000	¾	½	7/8	¾ × 2
<u>50</u> to 59	1,000	4,000 or 2 × 2,000	1	½	1	1¼ × 2

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The above sizes are minimums. Use of at least one size larger for all components is strongly recommended for greater safety. On written application, the harbormaster may permit or require variances from these mooring tackle specifications in individual cases and, more generally, in specific areas, if the stated specifications seem clearly inappropriate for the area in which a mooring will be located.

(8) *Elastomeric mooring tackle.* The harbormaster is directed to encourage the use of mooring tackle including elastomeric members in lieu of chain where appropriate in view of the lesser scope required for such systems, with appropriate attention to be paid to the requirement of corresponding anchors to be employed.

(l) *Mooring inspections.*

1 (1) *New moorings.* All new moorings in the waters of the town shall be inspected
2 and approved by the harbormaster or the harbormaster's designee prior to setting the
3 mooring.
4

5 (2) *Maintenance of existing moorings.* All permit holders shall be required to
6 maintain their moorings in safe condition. Any chain, shackle, swivel, or other tackle that
7 has become warped or has become worn by one-third its original diameter shall be
8 replaced. Failure to maintain a safe mooring shall be cause for revocation of the
9 mooring permit and shall be deemed a violation of this article. The harbormaster or the
10 harbormaster's designee may inspect any moorings at any time to determine
11 compliance with this section of the ordinance. Any mooring washed ashore or having
12 moved so as to endanger another vessel shall be inspected by the harbormaster or the
13 harbormaster's designee before it is reset.
14

15 (3) *Schedule of inspections.* All moorings shall be inspected by a qualified
16 mooring inspector on behalf of the applicant at least once every three years and the
17 results of such inspection certified by the inspector and reported to the harbor office by
18 15 June of the year of inspection. The inspection process is to be carried out using the
19 "Guidelines for Establishing a Verified Mooring Location" procedure approved by the
20 Jamestown Harbor Commission on February 8, 2005. This inspection shall determine
21 compliance with the minimum mooring and tackle standards of this article. Inspections
22 may be made either by raising the mooring or by underwater inspection. The harbor
23 clerk shall establish a schedule for each mooring and indicate it clearly on the mooring
24 application. The harbor clerk shall provide a form on which information pertaining to the
25 inspection shall be provided, and such form shall be submitted by the applicant together
26 with the application and fee. The information to be reported shall include the following:
27 water depth, size and type of mooring buoy, adequacy of length, diameter and number
28 of pennant(s), adequacy of chafe guard(s), type, size and number of anchor(s), length
29 and size of bottom and top chains or top rode, number and size of shackles, the location
30 of the anchor, and the general condition of the mooring. The location of the anchor is to
31 be reported in decimal degrees, e.g., 41.234567 N, 71.456789 W. The inspection report
32 shall be signed and dated by the inspector. Commercial operators may submit multiple
33 inspection reports in spreadsheet form, but they must include all information specified
34 above.
35

36 (4) *Compliance.* Any mooring or component of a mooring reported not in
37 compliance with this section of the ordinance shall be replaced by the owner within 30
38 days of such notice. Within 45 days after the noncompliance is reported a second
39 mooring inspection must be completed to determine if the violation has been corrected.

1 The results of this second mooring inspection shall be reported to the harbormaster.
2 Failure to correct the violation within that period shall cause the mooring to be deemed
3 unsafe and, as a violation of this article, shall be cause for revocation of the mooring
4 permit and removal of the mooring from the waters of the town at the risk and expense
5 of the mooring owner. When the harbormaster deems it necessary, for the safety of a
6 vessel or of vessels nearby, to remove a vessel immediately from a noncomplying
7 mooring, and the owner is unable or unwilling to do so, the harbormaster or the
8 harbormaster's designee may remove the vessel at the owner's risk.

9
10 (5) *Costs.* All costs of any mooring inspection, of any relocation of vessels as a
11 result of noncompliance, or of any repairs or replacements required under the
12 provisions of this article shall be the responsibility of the mooring owner.

13
14 (m) *Forfeiture of mooring space.* Any holder of a mooring or outhaul permit for a
15 mooring located in the coastal or harbor waters, or in a mooring area of the town shall
16 be subject to forfeiture of that permit or the right to renew the permit by reason of any
17 the following:

18
19 (1) Failure to comply with any of the requirements of this article.

20
21 (2) Failure to respond to the harbormaster's and/or harbor commission's notice
22 that i) the mooring does not comply with the mooring specifications herein set forth, or ii)
23 that the mooring has been displaced or moved from its permitted location.

24
25 (3) Failure to resurface, repair, or replace mooring tackle within 60 days after
26 being advised to do so by the harbormaster.

27
28 (4) Occupying a mooring or outhaul with the vessel permitted for that mooring for
29 a total of fewer than 20 days during the course of a calendar year. If the vessel occupies
30 the mooring or outhaul exclusively outside the period of the season it shall be the
31 responsibility of the mooring or outhaul holder to establish to the satisfaction of the
32 harbormaster or harbor commission that the mooring or outhaul has been occupied for
33 at least 20 days.

34
35 (5) Any holder of a mooring or outhaul permit for a mooring located in the coastal
36 or harbor waters of the town shall be fined \$100.00 per month for: a) failure to renew an
37 existing valid mooring or outhaul permit by June 15 of any year; b) failure to commission
38 a mooring or outhaul by July 1; c) failure to occupy the mooring or outhaul for a least 20

1 days during the year. If the holder takes no action to comply with these requirements,
2 the permit will be deemed forfeited on October 1 and will not be subsequently renewed.

3
4 On written request the harbormaster may grant exceptions to clauses (3), (4), and (5),
5 above.

6
7 No mooring or outhaul will be deemed forfeited until notice of the violation has been first
8 mailed to the holder of the permit by registered mail, return receipt requested and
9 regular first class mail. If an appeal is not made within 30 days of the receipt of the
10 notice, the harbormaster will issue an order requiring that the mooring or outhaul be
11 removed at the owner's expense. If the owner fails to remove the mooring or outhaul
12 within 30 days upon order of the harbormaster, the owner will be billed for the cost of
13 the mooring or outhaul removal. If a vessel is tied to the mooring or outhaul, the vessel
14 will be removed and stored at the owner's expense.

15
16 *(n) Implementation of changes in mooring space assignments.*

17
18 (1) All private mooring permits and applications permitted prior to initial adoption
19 of the Harbor Management Ordinance by the town council on June 17, 2004, shall be
20 reclassified according to the criteria established in subsection 78-26(c) (above).

21
22 (2) All regulations concerning mooring permits and applications shall be applied
23 on the basis of the above reclassification.

24
25 (3) All mooring permits disallowed under this article shall be deemed permitted
26 nonconforming moorings. Rights to such moorings and use in accordance with the
27 ordinance and town rules and regulations may continue by the present owner only
28 unless the mooring is surrendered or revoked.

29
30 *(o) Implementation of changes in mooring tackle requirements.*

31
32 (1) All new moorings shall meet the minimum standards.

33
34 (2) All moorings in place shall meet the new minimum standards on the regular
35 schedule of mooring inspections required by the harbor commission.

36
37 *(p) Outhauls.*

1 (1) *On town property.* Outhauls may be established on town property where
2 recommended as appropriate by the harbor commission and approved by the town
3 council. Outhauls in existence as of the adoption of this article shall be deemed
4 conforming. Permits for the use of outhauls shall be issued by the harbor office in
5 accordance with a waiting list. If an outhaul is not occupied for a minimum of 20 days
6 during the course of the year the permit shall be deemed forfeited and will not be
7 renewed. No outhaul will be deemed forfeited until notice of the violation has been first
8 mailed to the holder of the permit by registered mail, return receipt requested and
9 regular first class mail. If an appeal is not made within 30 days of the receipt of the
10 notice, any vessel secured thereto will be removed and stored at the owner's expense.

11
12 (2) *On private property.* Up to two outhauls may be installed per riparian property.
13 Outhauls on private property may not exist in conjunction with a residential boating
14 facility on the same property. CRMC reserves the right to revoke any outhaul permit
15 that is not issued according to RICRMP. Outhauls shall be grandfathered in their
16 current location upon annual harbormaster documentation that such outhauls have
17 been in continuous use at such location since 2004, and, the contiguous property
18 owner(s) agree in writing to such, however, such "grandfathering" is extinguished
19 whenever a recreational boating facility is approved at the location.

20
21 (3) *In general.* The harbormaster shall have the power to direct that outhauls
22 deemed inadequate or unsafe be repaired or replaced. Placement of anchors for
23 outhauls is subject to approval by the harbormaster. The outhaul cabling system for all
24 riparian outhauls shall be removed between November 15 and April 15.

25
26 (g) *Miscellaneous.* Water-borne structures and anchors not specifically addressed
27 herein, such as but not limited to anchors for breast lines, are subject to approval of the
28 harbormaster.

29
30 **Sec. 78-27. Regulated activities.**

31 (a) *General.* The purpose of this section is to regulate the speed, management, and
32 control of vessels and the use of all anchorages, moorings, and town-owned waterfront
33 facilities within the jurisdiction of the Town of Jamestown as stated in section 78-23 and
34 as authorized by G.L. 1956, 46-4-6.9.

35
36 (b) *Management and control of vessels.*

37
38 (1) *Vessel operation.* Every person operating a vessel within the waters of the
39 town shall navigate in a careful and prudent manner, so as not to endanger the life,

1 limb, or property of another and not to interfere with or damage other vessels or
2 property.

3
4 (2) *Failure to stop.* It shall be a violation of this article for any person to refuse to
5 move, slow to headway speed, or stop when directed by the harbormaster or any other
6 duly authorized enforcement officer.

7
8 (3) *Prohibited areas.* No person shall operate or cause to be operated a vessel
9 within any area marked prohibited on the harbor map, except as otherwise provided for
10 in the article.

11
12 (c) *Vessel speed and operation.*

13
14 (1) Operators of vessels within the coastal and harbor waters of the Town of
15 Jamestown shall comply with all state and local laws and regulations on vessel speeds
16 and wakes that establish a maximum speed for vessels of five miles per hour, no wake
17 (G.L. 1956, 46-22-9) in the mooring zones of harbor waters.

18
19 (2) Vessel operation, mooring, or anchorage within 200 feet of the shore where
20 marked on the harbor map or by buoys is prohibited, except when a vessel is directly
21 approaching or leaving the shore, a town-approved launching ramp, or beach storage
22 area for dinghies when the sole purpose is to begin or end such activity.

23
24 (3) In all designated channels, fairways, and mooring zones of harbor waters,
25 paragliding, parasailing, windsurfing, water skiing, jet skiing, tubing, knee boarding, and
26 similar activities are limited to a five miles per hour maximum speed. In coastal waters
27 and in the transient and conservation zones of harbor waters, the named activities are
28 prohibited within 200 feet of the shore and within 100 feet of any vessels moored or
29 anchored. Any person who violates these regulations, inclusive of G.L. 1956, 46-27-2,
30 shall be subject to penalties under this article.

31
32 (4) Seaplanes and other airborne watercraft are prohibited from surface
33 operation within mooring zones or within 200 feet of the shore; they are prohibited from
34 taking off or landing in the waters under town jurisdiction as stated in section 78-24 of
35 this article.

36
37 (5) No vessel shall be moored or anchored so as to interfere with the free and
38 unobstructed use of channels, fairways, or berthing spaces within the areas under town
39 jurisdiction as defined in section 78-24 of this article.

1
2 (6) Where significant shallow water habitat is identified, boating activities shall
3 be restricted as necessary to decrease turbidity and physical destruction of such
4 habitat.

5
6 (d) *Prohibited discharges.*

7
8 (1) *Discharge of refuse.* The discharge of any waste, refuse, garbage, plastic,
9 chemicals, petroleum products or by-products, paint, varnish, dead animals, or any
10 other debris or litter into the waters of the town is prohibited under this article. The town
11 adopts G.L. 1956, 46-12-39 as part of its ordinance. Any person who violates this
12 provision shall be subject to penalties provided by G.L. 1956, 46-12-40.

13
14 (2) *Discharge of sewage.* No person shall cause or permit to pass or to be
15 discharged into the waters of the town any untreated sewage or other waste matter or
16 contaminant of any kind. The town shall monitor and report annually to the department
17 of environmental management on the effectiveness of its pumpout operations.

18
19 (e) *Other activities.*

20
21 (1) *Swimming, diving and fishing.* Swimming, diving, or fishing off town-owned
22 piers, floating docks, wharfs, and jetties is prohibited unless otherwise authorized and
23 posted by the town council. Water skiing is prohibited in harbor waters and in mooring
24 areas. Swimming and diving are prohibited in mooring areas and mooring zones more
25 than 150 feet from shore from sunset to sunrise or in periods of impaired visibility,
26 except in the immediate vicinity of a moored or anchored vessel, when accompanied by
27 an escort vessel, as part of a sanctioned swimming event, or as necessary to perform
28 service or maintenance to a vessel or mooring.

29
30 (2) *Property damage.* It shall be unlawful to destroy, damage, disturb or interfere
31 with, willfully or carelessly, any public or private property in the waters or waterfront
32 areas of Jamestown.

33
34 (3) *Litter.* Littering is prohibited on town property. Any person who violates this
35 law shall be subject to penalties under this article as provided for by local and state law.

36
37 (f) *Abandoned vessels and structures.* When, in the opinion of the harbormaster, a
38 vessel or structure has been abandoned in the waters of the town, the harbormaster
39 may take custody and control of such vessel and remove it, store it, or otherwise

1 dispose of it, all at the expense and sole risk of the vessel owner. Reasonable notice of
2 such disposal shall be publicly given. The harbormaster shall assume all of the duties
3 and powers of the commissioner of wrecks and shipwrecked goods as delineated in the
4 G.L. 1956, 46-10-1 to [46-10-]13.

5
6 (g) *Anchoring.* Vessels shall not anchor or raft in a location that interferes with a moored
7 vessel. The harbormaster may direct a vessel to move or relocate.

8
9 (1) Overnight anchoring is permitted in all town waters, except conservation
10 zones, on a space available basis. The crew may go ashore, but shall not leave the
11 area. They shall be available to tend to the vessel in the event of heavy weather. It shall
12 be the anchored vessel's responsibility to remain clear of all moored vessels. No vessel
13 shall be anchored more than three days without the permission of the harbormaster. No
14 anchoring of any kind is permitted in Conservation Zones.

15
16 (2) Rafting. Vessels are permitted to raft on a mooring or at anchor provided that
17 the rafted vessels do not endanger any other moored or anchored vessels and that they
18 do not intrude into any channel or thoroughfare. Each rafted vessel must be manned at
19 all times. Rafting is not permitted when Coast Guard small craft advisories or other
20 severe weather warnings are in effect; rafted vessels must separate when these
21 conditions are announced or at the request of the harbormaster.

22
23 (h) *Use of vessels as abodes.* In accordance with the Rhode Island Coastal Resources
24 Management Program, Section 300.5, houseboats or floating businesses, as defined
25 therein, are prohibited from mooring or anchoring unless within the boundaries of a
26 marina. Houseboats or floating businesses shall tie into fixed marina pumpout facilities.
27 Applicants for floating businesses shall fulfill the additional Category "B" requirements of
28 Section 300.5. Applicants for either houseboats or floating businesses shall meet all the
29 pertinent standards given in "Recreational Boating Facilities" (Section 300.4) under
30 standards for residential docks, piers, and floats.

31
32 (i) *Penalties; fines.* Pursuant to this article and the powers granted in the enabling
33 legislation, G.L. 1956, 46-4-6.9 and the general laws of the State of Rhode Island, a
34 person who violates any law as stated therein shall be subject to penalties and fines as
35 set forth in the attached appendix B, unless otherwise established by the General Laws
36 of the State of Rhode Island. Each day a violation continues shall be deemed a
37 separate offense subject to an additional penalty. The district court of the State of
38 Rhode Island, or such other courts as are designated in the summons, shall have
39 jurisdiction for the enforcement of regulated activities.

1
2 (j) *Informal procedure for the payment of boating fines.*

3
4 (1) *Payment without personal appearance.* The harbormaster or any other duly
5 authorized enforcement officer who charges any person with an offense under this
6 article, in addition to issuing a summons for the offense, may provide the offender with a
7 form that shall allow the offender to dispose of the charge without the necessity of
8 appearing before the district court; provided that any offender who has been guilty of a
9 third or subsequent violation within 12 months of the first offense must appear before
10 the court on the date specified on the summons, and may not dispose of the third or
11 subsequent offense administratively.

12
13 (2) *Method of payment.* An offender electing to dispose of the charge without
14 personally appearing before the district, or other, court shall execute the form indicated
15 and return it to the Jamestown police station not later than 14 days from the date of the
16 summons either by mailing or delivering the form and summons accompanied by a
17 check or money order in the amount indicated by the schedule of fines on the form. The
18 fine shall be doubled if not paid within 14 days and tripled if not paid within thirty (30) 24
19 days.

20
21 (3) *Failure to answer.* An individual who fails to answer within thirty (30) 24 days
22 shall have waived the right to dispose of the summons without personal appearance
23 and must appear before the district court on the date specified on the summons.

24
25 (k) *Enforcement.* The primary responsibility for enforcement of regulated activities,
26 including ~~detention, arrest, and~~ the issuance of summonses for violations is delegated
27 to the harbormaster and the Jamestown Police Department. Police officers and the
28 harbormaster of the Town of Jamestown shall have the power and authority to enforce
29 the rules and regulations of this article and of the General Laws of the State of Rhode
30 Island.

31
32 **Sec. 78-28. Harbor commission.**

33
34 (a) *Authority, powers, and duties.* The harbor commission shall be the local advisory
35 and regulatory body authorized by the town council to manage the coastal waters and
36 harbor areas of the town through the implementation of the comprehensive harbor
37 management plan and subsequent ordinances. The harbor commission shall enforce
38 the provisions and ordinances of the harbor management plan as well as adopt
39 additional policies, rules, and regulations for the implementation of the harbor

1 management plan and such ordinances, subject to the approval of the town council and
2 the Rhode Island Coastal Resources Management Council.

3
4 The harbor commission shall adopt rules of procedure and operation for its meetings
5 and, among its powers and duties, is authorized to:

6
7 (1) Recommend to the town council the adoption of rules, regulations, fees,
8 penalties and other amendments to the comprehensive harbor management plan and
9 its subsequent ordinances that may be necessary to fulfill the goals and objectives of
10 that plan and meet the requirements of its ordinances.

11 (2) Recommend additional authorities and duties for the harbor staff, herein
12 detailed, with the approval of the executive director and the town council.

13
14 (3) Assist in the preparation of the annual budgets in accordance with the
15 provisions of the town and this article to expend monies in the harbor funds.

16
17 (4) Sit as a board of appeals to hear any person aggrieved by any decision, act,
18 or failure to act of the executive director or harbor staff in the enforcement and
19 implementation of this article, with the exception of section 78-27 of this article
20 ("regulated activities").

21
22 (5) Review and revise as necessary the comprehensive harbor management
23 plan and its subsequent ordinances for the town council and the Rhode Island Coastal
24 Resources Management Council approval. The comprehensive harbor management
25 plan shall be reviewed and revised at least once every five years.

26
27 (6) Prepare the Harbor Commission's Asset Inventory List (Approved by the
28 Commission on 02.12. 2014 and the Town Council on 04.07.2014). Monitor the
29 condition of town-owned waterfront facilities generally and develop with the town
30 engineer an annual and five year capital maintenance, replacement and improvement
31 plan. The plans will include maintenance, repair, and improvement of town-owned
32 waterfront structures, such as docks, bulkheads, and boat ramps. No budget will be
33 approved without the capital improvement plan.

34
35 (b) *Composition.* The harbor commission shall consist of seven qualified electors and
36 residents of the town, appointed by the town council, chosen from a list of interested
37 parties maintained by the town administrator, after duly advertising the availability of
38 these positions. To achieve diversity, preference shall may be given to representatives
39 of each of the following groups:

- 1
- 2 (1) The nonriparian recreational boating community; (two persons)
- 3 ~~(2) The nonriparian recreational boating community;~~
- 4 (3) (2) Riparian property residents (harbor waters);
- 5 ~~(4) (3) Riparian property residents (coastal waters);~~
- 6 ~~(5) (4) The commercial fishing industry;~~
- 7 ~~(6) (5) The commercial mooring operators;~~
- 8 (7) (6) A nonboating resident.
- 9

10 The commission shall have, among its members, representatives of both East
11 and West Harbors.

12
13 *Ex-officio member:* The executive director shall be an ex-officio, nonvoting
14 member of the commission, and shall not count as part of the quorum.

15 *Liaisons:* The town council, the conservation commission, and the planning
16 commission shall may each appoint one liaison to the harbor commission. Liaisons may
17 sit with the commission, and may participate in all discussions, but may not vote and do
18 not count as part of the quorum.

19 (c) *Terms.* Commission members shall be appointed for overlapping three-year terms
20 so that approximately one-third of the membership terms will expire each year. In the
21 event of a vacancy during a term, the town council shall appoint a new member from the
22 same category of member, if feasible, to fill the remainder of the term.

23
24 (d) *Organization.* A chair and vice-chair of the commission shall be chosen annually
25 from the membership by vote of the commission. The chair shall be responsible for
26 calling and conducting all meetings of the commission. In the absence of the chair, the
27 vice-chair shall assume those responsibilities. A quorum shall be defined as four voting
28 members.

29
30 (e) *Finances; budget.* The executive director and the commission, in collaboration with
31 the town administrator, shall be responsible for the preparation of the annual harbor
32 operating and capital facilities budgets to be submitted to the town council for approval.
33 All revenues from harbor operations, including but not limited to mooring, beach permits
34 and outhaul fees and harbor management fines and penalties, shall be held in a harbor
35 enterprise fund maintained by the town finance department. The harbor enterprise fund
36 shall be maintained exclusively for the management and development of harbor
37 programs and maintenance and expansion of capital infrastructure. Nonbudgetary
38 expenditures from the harbor management account, including additional staff support,

1 must be authorized by the executive director with agreement of the commission and
2 must be approved by the town administrator and the town council. Annual lease
3 revenue from the properties at East Ferry, West Ferry, and Fort Wetherill shall be held
4 in a separate capital improvement fund and may be used to fund any waterfront
5 facilities, structures and assets owned by the Town, but not necessarily limited to those
6 listed in the Harbor Commission Asset Inventory List. At the end of the fiscal year,
7 unexpended harbor operating and capital budget appropriations shall be placed in a
8 harbor and waterfront capital reserve account. The executive director and the
9 commission, in collaboration with the town administrator, shall be responsible for the
10 preparation of the annual harbor/waterfront capital facilities budget to be submitted to
11 the town council for approval.

12
13 (f) *Compensation.* Commission members shall serve without pay, but may be
14 compensated for expenses incurred in the performance of their duties.
15

16 **Sec. 78-29. Administration.**

17 (a) *Executive director.* An executive director may be appointed by the town council to
18 supervise the harbor staff and to administer the provisions of this article and any
19 additional regulations subsequently required for the implementation of the article.
20

21 (b) *Harbor administrative staff.* The harbor administrative staff shall consist of a
22 harbormaster, a harbor clerk, and additional personnel as needed who are hired on
23 approval of the town council by the town administrator.
24

25 The responsibilities of the harbor staff under the supervision of the executive director
26 include the following:
27

28 (1) Administering and enforcing the provisions of the harbor management plan
29 and its ordinances;
30

31 (2) Processing applications for the issuance of mooring permits and assigning
32 placements of moorings in accordance with this article;
33

34 (3) Keeping proper records of all mooring application information, including the
35 locations of moorings, mooring owners and vessel usage of moorings, types of vessels
36 using moorings, etc;
37

1 (4) Preparing, keeping current, and making available a waiting list for mooring
2 permits in accordance with the provisions of this article when the demand for available
3 mooring permits is greater than the number of available mooring locations in any given
4 year, and maintaining a waiting list with respect to outhauls on town property;
5

6 (5) Keeping current and making available waiting lists for dinghy dock space and
7 outhauls on town property operated by commercial operators;
8

9 (6) Inspecting moorings and outhauls in accordance with the provisions of
10 section 78-26 of this article;
11

12 (7) Monitoring moorings and outhauls in accordance with the provisions of
13 subsections 78-26(h), (m), and (p) of this article.
14

15 (8) Carrying out all other powers and duties authorized to the harbormaster under
16 various state and federal marine laws, including but not limited to marine sanitation
17 device (MSD) inspection and discharge responsibilities afforded through the U.S. Coast
18 Guard, MARPOL Annex V, Section 312 of the Clean Water Act, G.L. 1956, tit.[ch.] 46-
19 22, and future laws yet to be enacted.
20

21 (9) Any other duties specified by the harbor commission or executive director.
22

23 (c) *Conflicts of interest.* All members of the harbor administrative staff shall adhere to
24 the requirements of the Rhode Island Code of Ethics, set forth at G.L. 1956, tit. 36, ch.
25 14, as amended, and all regulations promulgated by the Rhode Island Ethics
26 Commission.
27

28 **Sec. 78-30. Appeals.**

29 In matters other than violations of section 78-27, the harbor commission shall sit
30 as the board of appeals to hear any person aggrieved by a decision of the executive
31 director or the harbormaster. The aggrieved party shall file a written appeal with the
32 harbor clerk within 30 days following the notice of the decision. Upon receipt of the
33 appeal, the harbor clerk shall schedule a hearing at the next regularly scheduled
34 commission meeting, with written notice given to the appellant of not less than 14 days.

35 The harbor commission may hear an appeal filed out of time provided the
36 appellant demonstrates:

1 1) The matter from which the appeal is taken occurred within the past 180 days;
2 and

3
4 2) For just reasons, failure to timely file the appeal was due to mistake,
5 inadvertence, excusable neglect; or

6
7 3) Would result in a substantial injustice to the appellant rights as provided for
8 under this article.

9 Any party aggrieved by a decision of the harbor commission may make a final
10 appeal to the town council. Notice of appeal shall be made in writing and filed with the
11 town clerk within 20 days of the mailing date of the decision. The town clerk shall obtain
12 the record of the commission's proceedings and schedule a hearing with notice to the
13 appellant.

14 **Sec. 78-31. Liability.**

15 Persons using the waters of the town shall assume all risk of personal injury and
16 damage or loss to their property. The town assumes no risk on account of accident, fire,
17 theft, vandalism or acts of God.

18 **Sec. 78-32. Severability.**

19 If any provisions of this chapter are held invalid or inoperative, the remainder
20 shall continue in full force and effect as though such invalid or inoperative provisions
21 had not been made.

22 **Sec. 78-33. Effective date.**

23 This chapter shall take effect upon its passage by the town council with respect
24 to provisions that do not require approval of the coastal resource management
25 commission.



**SECOND QUARTER 2014
ENVIRONMENTAL
MONITORING REPORT
FORMER JAMESTOWN LANDFILL
JAMESTOWN, RHODE ISLAND**

PREPARED FOR:
Town of Jamestown
Jamestown, Rhode Island

PREPARED BY:
GZA GeoEnvironmental, Inc.
Providence, Rhode Island

July 2014
File No. 32220.27

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GZA
GeoEnvironmental, Inc.

*Engineers and
Scientists*

July 31, 2014
File No. 32220.27



Mr. Mark Dennen
Rhode Island Department of Environmental Management
Office of Waste Management
235 Promenade Street, 3rd Floor
Providence, Rhode Island 02908

Re: Second Quarter 2014 *Environmental Monitoring Report*
Former Jamestown Landfill
Jamestown, Rhode Island

530 Broadway
Providence
Rhode Island
02909
401-421-4140
Fax: 401-751-8613
<http://www.gza.com>

Dear Mr. Dennen:

On behalf of our client, the Town of Jamestown, GZA GeoEnvironmental, Inc. (GZA) is pleased to submit this *Environmental Monitoring Report*. The report presents the results of the Second Quarter 2014 post-closure environmental monitoring round conducted at the former Jamestown Landfill (the Site) located on North Main Road in Jamestown, Rhode Island. A summary of our findings and conclusions from this monitoring round are presented on pages 8 and 9 of the report.

Groundwater and methane monitoring were conducted in accordance with the applicable requirements of RIDEM's January 1997 *Solid Waste Regulation No. 2* (Solid Waste Landfills) and the Site's *Revised Environmental Monitoring Plan* (EMP) dated October 4, 2004, as amended through November 2005. Additionally, as requested by the Town, GZA included monitoring locations GZ-1, GZ-8 and GZ-9 in the quarterly sampling and analytical program.

We trust that this report fulfills your present needs. Please feel free to call Erik Beloff or Ed Summerly at (401) 421-4140 if you have any questions or comments.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to read "Erik M. Beloff".

Erik M. Beloff
Project Manager

A handwritten signature in black ink, appearing to read "John P. Hartley".

John P. Hartley
Consultant/Reviewer

A handwritten signature in black ink, appearing to read "Edward A. Summerly".

Edward A. Summerly, P.G.
Principal

EAS:lal

cc: Mr. Michael Gray, Town of Jamestown (2 copies and PDF)
J:\ENV\32220.27.EMB\Report\June 2014\Text\322200-27 Final Cover Letter.docx

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1.00 INTRODUCTION



This report describes the second quarterly round of post-closure groundwater and perimeter landfill gas monitoring for 2014 performed at the former Jamestown Landfill (Site) located off North Main Road in Jamestown, Rhode Island (see Figure 1 - *Locus Plan*). GZA GeoEnvironmental, Inc. (GZA) performed this monitoring on behalf of the Town of Jamestown for their submission to the Rhode Island Department of Environmental Management (RIDEM) to address applicable requirements of RIDEM's *Solid Waste Regulation No. 2* (Solid Waste Landfills) dated January 1997 and the Site's *Revised Environmental Monitoring Plan* dated October 4, 2004, as amended on November 29, 2005.

This round included the sampling of monitoring well GZ-1 as requested by the Town at a public workshop held on October 27, 2008. It also contains the laboratory results from samples collected from the two more recently installed monitoring wells; GZ-8 and GZ-9.

A summary of our findings and conclusions from this monitoring round are presented on pages 8 and 9 of this report. This report is subject to the limitations contained in Appendix A.

The purpose of this monitoring is to:

- Continue the assessment of groundwater quality at and in the vicinity of the Site including the detection and evaluation of contaminants (if any) derived from former waste disposal operations; and
- Evaluate the potential for off-Site migration of methane due to waste decomposition.

This report includes: well-specific field measurements; a summary of sampling and analytical results; methane monitoring results; a statistical evaluation of the data; and conclusions and recommendations.

Note, the substantial completion of the final landfill closure was conducted by the Town between June and November 2013. The work was managed in accordance with the RIDEM approved Remedial Action Work Plan dated December 27, 2005. A Remedial Action Closure Report (RACR) will be provided to RIDEM under separate cover.

2.00 GROUNDWATER SAMPLING AND LANDFILL GAS SURVEY

GZA personnel were on-Site to collect groundwater samples from the 11 program wells and perform the perimeter landfill gas survey (LGS) on June 23 and 25, 2014. The following paragraphs briefly describe our field procedures.

2.10 GROUNDWATER SAMPLING

On June 23, 2014, groundwater samples were collected from seven of the 11 groundwater monitoring wells. The wells included GZ-2, GZ-3, GZ-4, GZ-5, GZ-6, GZ-7S and GZ-7D.



On June 25, 2014, GZA returned to the Site to collect the four remaining groundwater samples from wells GZ-1, GZ-8, GZ-9 and POT-1/PWSW. In previous rounds, the sample from GZ-9 was turbid, which resulted, in our opinion, in elevated inorganic concentrations in the sample. To address this, monitoring well GZ-9 was purged for an extended period of time to remove solids.

Groundwater well locations are shown on Figure 2, *Groundwater Contour Plan – June 2014*. Depth to groundwater was measured and recorded at all 11 program wells prior to purging and sampling; including those that were retained in the EMP for groundwater elevation contouring purposes. Table 1 summarizes the depth to groundwater, elevation data and field-screening results.

Groundwater sampling was conducted in general accordance with the United States Environmental Protection Agency's (USEPA) July 30, 1996 *Low Stress (low flow) Purging and Sampling Procedure* (Low Flow SOP), revised January 19, 2010. The samples were screened and/or analyzed for five field-screening parameters (pH, specific conductance, temperature, dissolved oxygen and turbidity), 15 metals employing EPA Method 6020A and 47 volatile organic compounds (VOCs) by EPA Method 8260C specified for detection monitoring in Appendix A of RIDEM's *Solid Waste Regulation No. 2*. The groundwater sample from the well on Lot 47, designated POT-1/PWSW was analyzed for VOCs by EPA Method 524.2, for nitrate by Method 353.2 and total coliform bacteria by Method 9221B as required by the Site-wide EMP referenced above.

Samples were collected in preserved containers supplied by the laboratory and placed on ice for transport under chain-of-custody (attached in Appendix B) to Spectrum Analytical Inc. (formerly Mitkem) in North Kingstown, Rhode Island; a RI Department of Health certified laboratory, for testing (Certification # LAI00301).

2.20 PERIMETER LANDFILL GAS SURVEY

GZA conducted the perimeter landfill gas survey on June 23, 2014. The monitoring was conducted to evaluate the potential for migration of landfill gas (specifically methane) to off-Site receptors. The methane monitoring was conducted in general accordance with GZA's standard operating procedure (SOP) 4.5 *Soil Gas Monitoring* and the EPA's guidance document number EPA 510-B-97-001 dated March 1997 titled *Expedited Site Assessment Tools For Underground Storage Tank Sites*.

The monitoring was performed at seven of the 14 permanent landfill gas monitoring locations (see Figure 2). As previously noted in the September 2013 Monitoring Report, six LFG monitoring probes (SG-3, SG-6, SG-8, SG-10, SG-12 and SG-13) were removed/destroyed during landfill closure activities and installation of the engineered cap. In addition, LFG monitoring probe SG-2 was found to be destroyed during the December 2013 monitoring round. New probes will be installed at these seven locations prior to the next monitoring round in September of 2014.

Soil gas was extracted and screened using a LANDTEC GEM 2000® infra-red gas analyzer. The instrument was field-calibrated prior to its use with a mixture of methane (100 parts per million [ppm]) in air. The following table presents the results of the landfill gas screening for this quarter.

PERIMETER LANDFILL GAS SCREENING – JUNE 23, 2013



<u>Location</u>	<u>% Methane (CH₄)</u>	<u>% LEL</u>	<u>% Oxygen (O₂)</u>	<u>% Carbon Dioxide (CO₂)</u>
SG-1	<0.1	<0.1	18.8	1.6
SG-2	-	-	-	-
SG-3	-	-	-	-
SG-4	<0.1	<0.1	20.2	0.0
SG-6	-	-	-	-
SG-7	<0.1	<0.1	20.5	0.4
SG-8	-	-	-	-
SG-9	<0.1	<0.1	20.8	0.0
SG-10	-	-	-	-
SG-11	<0.1	<0.1	20.9	0.0
SG-12	-	-	-	-
SG-13	-	-	-	-
SG-14	<0.1	<0.1	13.8	7.6
SG-15	<0.1	<0.1	20.7	0.0

Note: 1. “-“ indicates not tested. Probes will be replaced upon completion of the landfill cap.
2. SG-5 was replaced with SG-15.

Methane was not detected in any of the seven soil gas samples screened. RIDEM regulations require that all solid waste management facilities demonstrate that methane levels do not exceed 25% of the Lower Explosive Limits (LEL) at the facility’s property boundary. The data demonstrates that all monitoring results were compliant with this requirement.

3.00 GROUNDWATER SCREENING AND ANALYTICAL RESULTS

The results of field-screening and groundwater monitoring for the last four quarterly rounds are summarized in Tables 1 and 2. The laboratory Certificates of Analysis are provided in Appendix B. A discussion of these testing results follows.

3.10 FIELD SCREENING PARAMETERS

During this sampling round, dissolved oxygen (DO), specific conductance, turbidity and temperature were screened in the field prior to sample collection at each monitoring location (see Table 1). These field parameters serve as indirect measurements of water quality and are used to assess well stabilization under the low-flow purging and sampling protocol. The screening levels observed during this monitoring round are fairly typical for New England groundwaters, but suggest that the landfill has had some impact on groundwater quality.

3.20 INORGANIC ANALYTES

As shown in Table 2, 9 of the 15 target inorganic analytes were detected in the groundwater samples collected during this sampling round. There were no exceedances of the *National Primary Drinking Water Regulation* Maximum Contaminant Levels (MCLs) for inorganics in any samples collected during this round.



The USEPA has not established *National Primary Drinking Water Regulations* for all of the detected metals. Because of this, we have also listed USEPA's Regional Screening Levels (RSLs) for the detected parameters, from the four most recent monitoring rounds, as a point of comparison. As shown on Table 2¹, the concentrations of cobalt in samples from monitoring wells GZ-2 (220 µg/L), GZ-3 (6.0 µg/L) and GZ-5 (26 µg/L) exceeded the RSL (6.0 µg/L).

Inorganic elements are naturally occurring; therefore, variability in concentrations across the Site are to some degree the result of natural variations in soil and bedrock characteristics, and the amount of suspended particles within individual samples. As noted above, low-flow/low-stress sampling methods were employed during this and all prior GZA sampling rounds to reduce the potential impact of suspended particles on sample results. Great care was taken during the purging and sampling of each location to minimize turbidity levels and achieve stabilized readings below 5 nephelometric turbidity units (NTUs) prior to sample collection. Turbidity in all groundwater samples collected during this round, other than the sample from GZ-9 (21 NTUs), stabilized below the recommended 5 NTU level before sampling. Additional purging of this location had little effect on turbidity levels and consequently inorganic analytes. If inorganic levels increase to levels above the MCL/TTs we suggest taking split samples and submitting these samples to the laboratory for total inorganics and dissolved (field filtered) inorganics to evaluate the effect of suspended particles on metals concentrations.

3.30 VOLATILE ORGANIC COMPOUND

As stated above, VOCs were analyzed by EPA Method 8260C for samples collected from monitoring wells, and by EPA Method 524.2 for the sample collected from POT-1/PWSW. The VOC sample results for the second round of 2014 show four individual VOCs detected in samples collected from wells GZ-2, GZ-8 and POT-1/PWSW. Sample concentrations were as follows:

¹ In June 2011 EPA Region 9 Preliminary Remediation Goals (PRG) were combined with similar risk-based screening levels used by Regions 3 and 6 into a single table: "Regional Screening Levels (RSL) for Chemical Contaminants". This resulted in the change in the RBC for cobalt from 730 µg/L to 11 µg/L. These RSLs were revised in April 2012 resulting in an RSL for cobalt of 4.7 µg/L. In May 2014 the RSL for cobalt was revised again resulting in an RSL of 6.0 µg/L.



Detected VOCs	RIDEM GA Groundwater Objective ^A Federal MCLs ^B (µg/l)		Location	Result (µg/l)
1,1-Dichloroethane	7/7		GZ-2	0.62 J
1,4-Dichlorobenzene	75/75		GZ-8	2.1 J
Chlorobenzene	100/100		GZ-2 GZ-8	6.7 10.0
Dichlorodifluoromethane	None/None		POT-1	0.99

Notes:

- A. Groundwater classified GA are those groundwater resources which the Director (RIDEM) has designated to be suitable for public or private drinking water use without treatment.
- B. MCL indicates the May 2009 National Primary Water Regulations maximum contaminant level.
- C. "J" indicates that the reported concentration was below the method quantitation limits (reporting limits) and is therefore an estimated value.

The data demonstrate that there were no exceedances of state or federal groundwater quality standards for VOCs during the second quarter sampling round of 2014.

For more detailed information on specific detections and their monitoring history, refer to Table 2, the laboratory certificates of analysis in Appendix B, and/or the time series plots in Appendix C.

3.40 WATER QUALITY PARAMETERS

The samples collected from POT-1/PWSW, were analyzed by EPA Method 353.2 and Standard Method SM9221B for nitrate/nitrite as (N) and total coliform bacteria, respectively.

Neither Nitrate/nitrite nor total coliform were detected above their reporting limit (RL).

3.50 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

To assess the potential for non-Site related or laboratory induced contaminants, GZA prepared and analyzed a trip blank concurrent with this round of samples. No organic analytes were detected in this blank.

Method blanks were prepared by the laboratory to provide quality assurance/quality control for the target compounds during analysis. No target inorganic analytes were noted in the method blank during this monitoring round. The laboratory also prepared laboratory control samples (LCS), laboratory control sample duplicates (LCSD), and evaluated surrogate recoveries during this sampling round for both organic and inorganic parameters. LCS, LCSD and surrogate recoveries were within acceptable limits for all parameters.

4.00 COMPARISON OF CURRENT RESULTS WITH PREVIOUS RESULTS

Table 2 presents data for detected analytes from the four most recent monitoring rounds (September 2013 through June 2014). This table also presents the applicable regulatory groundwater quality standards and EPA's RSLs for parameters where applicable water quality standards are not available.



As shown in Table 2, nine of the 15 target inorganic parameters were detected in groundwater samples collected during this round. All nine of the detected analytes were also found in groundwater samples collected during the three prior sampling rounds. The nine parameters detected in samples collected during this round (barium, chromium, cobalt, copper, lead, silver, nickel, vanadium and zinc) are naturally-occurring and are likely being detected frequently due to the very low detection and reporting limits provided by the analytical method now being employed; EPA Method 6020A.

All four of the organic parameters detected in samples collected during this round (1,1-dichloroethane, 1,4-dichlorobenzene, chlorobenzene, and dichlorodifluoromethane) were observed in one or more of the prior three rounds. Dichlorodifluoromethane was detected in the sample from POT-1/PWSW at low concentrations for the 18th consecutive round. During the previous monitoring round, naphthalene was detected in the sample from POT-1/PWSW at low concentrations for the first time since the monitoring began. Naphthalene was not detected during this round.

Time series plots were developed for each parameter detected during any of the four most recent monitoring rounds. These plots are provided in Appendix C.

4.10 INORGANIC ANALYTES

The following key observations were noted from our review of inorganic analytes detected during the second round of 2014 as compared to historical results.

- There were no MCL exceedances during this round.
- Lead was detected in the sample collected from well GZ-3, GZ-7S and GZ-9 during this round at concentrations below the MCL.
- Cobalt, as described above, was detected in samples from 10 of the 11 groundwater monitoring wells; all within historic concentration ranges. There were exceedances of the cobalt RSL in samples from 3 of the 11 monitoring wells. Note, the RSLs are not applicable groundwater quality criteria, but rather are provided as a point of reference for evaluation of detected parameters for which MCLs have not been established.

Although there have been fluctuations, refer to the trend analysis provided in Appendix C and described in the following section, inorganic constituent concentrations have remained relatively constant during the quarterly environmental monitoring program. We believe that much of the variation in metals concentrations is related to seasonal fluctuations in groundwater levels that impact the turbidity and suspended solids levels of samples as shown on Table 1.



4.20 VOLATILE ORGANIC COMPOUNDS

The following observations were noted from our review of VOCs detected in samples collected during the second round of 2014 as compared to historical results.

- There were no MCL exceedances during this round.
- Chlorobenzene has been consistently detected at low concentrations in groundwater samples collected from wells GZ-2 and G-8. The current observed chlorobenzene concentrations are within historic ranges in the samples from these locations.
- Trichloroethene (TCE), which was detected for the first time in samples collected from 10 of the 11 wells sampled during the September 2013 round, has not been detected above the method detection limit in any of the samples since. It appears that the detections represented an anomaly.
- Dichlorodifluoromethane was detected at a low concentration for the 18th consecutive time in the sample from POT-1/PWSW.
- Naphthalene was detected for the first time since monitoring began in the sample from POT-1/PWSW during the March 2014 monitoring. Naphthalene was not detected during the June 2014 round. We will further evaluate the presence of naphthalene at this location during the next quarterly monitoring round in September 2014

As was the case with inorganics, VOC concentrations have remained relatively constant during the quarterly environmental monitoring program.

5.00 STATISTICAL DATA EVALUATION

As stated in Section 5.10 of the EMP, a statistical analysis is required for all detected constituents (in groundwater) that are observed at concentrations above the EPA's MCLs. A review of the second quarter 2014 results indicates that there were no detected parameters that exceeded their action levels (*i.e.*, TT or MCL).

Time series plots were generated for detected parameters from this and the three previous sampling rounds. These plots were evaluated for trends and outliers. Sen's Test for trends was performed to evaluate statistically significant trends in the data with respect to time. Seven VOCs, 10 inorganic analytes and one water quality parameter (nitrate/nitrite as N) were evaluated resulting in 83 time series plots that are presented in Appendix C.

Eleven statistically significant trends in contaminant concentrations were identified by the Sen's Tests. They were all statistically significant decreasing trends. These trends were identified for:

- barium (in the samples from GZ-7D and GZ-9),
- cobalt (in the samples from GZ-1, GZ-6, GZ-7D and POT-1),

- nickel (in the samples from GZ-1 and GZ-2),
- zinc (in the samples from GZ-6 and GZ-7S), and
- 1, 1-dichloroethane (in the sample from GZ-2).

Time series plots were also visually evaluated for seasonality and outliers. There do not appear to be significant seasonal fluctuations in concentrations for any of the detected analytes. No outliers were observed in the samples collected during the June 2014 monitoring round.



6.00 CONCLUSIONS AND RECOMMENDATIONS

Ten groundwater monitoring wells and the Lot-47 well (POT-1/PWSW) were field-screened and sampled. The samples were analyzed for 15 inorganics and 47 VOCs listed in RIDEM's *Solid Waste Regulations*. Additionally, nitrate/nitrite (as N) and total coliform bacteria analysis was performed on the samples collected from POT-1/PWSW.

The following conclusions were developed based on the results obtained from this and previous sampling rounds.

- Four organic and nine inorganic parameters were detected in the groundwater samples collected during this round of groundwater monitoring. There were no exceedances of *National Primary Drinking Water Regulations* (i.e., MCLs or TTs) during this sampling round.
- Lead was detected in the samples from 3 of the 11 monitoring wells this round. The detections were all well below Action Level of 15 µg/L.
- TCE, which was detected for the first time in samples collected from 10 of the 11 wells sampled during the September 2013 round, has not been detected above the method detection limit in any of the samples since. The September 2013 TCE detections appear to be an anomaly; however the laboratory could not identify the source of the contaminants.
- Time series plots and trend tests identified eleven statistically significant decreasing trends and no statistically significant increasing trends in groundwater contaminant concentrations.
- Four target parameters were detected in the sample collected from POT-1/PWSW during this sampling round. All detected parameters were below their respective MCLs/TTs and/or health-based screening criteria (i.e., RSLs). Note that the drinking water analytical method was used for the analysis of VOCs for the samples collected from this well.



- Seven of the 14 landfill soil gas monitoring locations were screened for methane during this round. As stated in the prior report, seven monitoring locations had been removed/destroyed during on-going construction activities. Methane was not detected above the instrument detection limit of 0.1% in any of the seven screened perimeter soil gas monitoring locations. Therefore, methane concentrations were all below RIDEM's regulatory limit (*i.e.*, <25% of the lower explosive limits (LEL) at the property boundary). Methane has never been detected above the instrument detection limit at the majority of screening locations around the perimeter of the Site.
- Based on groundwater analytical results for samples collected during this round of monitoring, it does not appear that recent construction activities performed at the Site have had any adverse effects on groundwater quality.
- Based on the findings presented herein, assessment monitoring is not required at this time.

The next round of groundwater and soil vapor monitoring will be conducted in September of 2014.

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TABLES

TABLE 1

**SUMMARY OF STABILIZED GROUNDWATER SCREENING RESULTS
SEPTEMBER 2013 TO JUNE 2014**

Former Jamestown Landfill - Jamestown, Rhode Island

Temperature	°C	15.9	8.1	10	13.7	14.3	12.0	10.8	12.8
pH	SU	5.4	5.4	5.3	5.6	6.2	6.2	6.2	6.3
Conductance	mS/cm	0.065	0.074	0.071	0.068	0.525	0.564	0.603	0.602
Dissolved Oxygen	mg/l	6.0	8.6	8.7	2.8	0.8	0.9	0.6	0.4
Turbidity	NTU	2	5	3	5	4	2	2	5
Depth to Water	FT	17.4	15.1	8.2	14.5	9.1	7.8	6.2	9.2
Temperature	°C	13.6	12.9	10.5	10.7	12.8	10.5	9.8	12.3
pH	SU	5.2	5.3	5.3	5.4	5.3	5.3	5.2	5.5
Conductance	mS/cm	0.186	0.210	0.141	0.136	0.079	0.102	0.097	0.097
Dissolved Oxygen	mg/l	5.4	6.0	5.4	6.8	6.3	7.4	7.4	2.3
Turbidity	NTU	4	2	2	5	5	5	5	5
Depth to Water	FT	10.0	8.7	6.8	9.8	NR ³	9.9	5.5	9.7
Temperature	°C	14.1	12.4	12	15.2	16	6.2	10.3	16.2
pH	SU	6.1	5.8	6.1	6.6	5.5	5.4	5.4	5.8
Conductance	mS/cm	0.116	0.12	0.172	0.131	0.073	0.075	0.077	0.075
Dissolved Oxygen	mg/l	1.9	3.6	0.3	1.3	5.6	12.5	10.4	1.5
Turbidity	NTU	4	5	5	3	4	13	5	5
Depth to Water	FT	27.7	30.1	15.7	22.1	21.4	22.7	13.5	18.1

Notes:

1. Temperature, pH, Conductance and Dissolved Oxygen were measured in the field using a YSI Pro multimeter. Turbidity was measured in the field using a Lamotte 2000 Turbidity Meter.
2. Turbidity below 5 NTUs could not be achieved after 2 hours of well purging at a low flow rate (<0.4 L/min).
3. Depth to water not recorded due to damaged well.

TABLE 1

**SUMMARY OF STABILIZED GROUNDWATER SCREENING RESULTS
SEPTEMBER 2013 TO JUNE 2014**

Former Jamestown Landfill - Jamestown, Rhode Island

Temperature	°C	12.7	11.8	11.9	14	12.5	12	12.1	15.4
pH	SU	6.2	6.0	6.3	6.4	6.1	6.0	6.1	6.6
Conductance	mS/cm	0.339	0.414	0.403	0.293	0.633	0.643	0.680	0.680
Dissolved oxygen	mg/l	0.4	0.3	0.2	1.2	0.4	0.5	0.5	0.6
Turbidity	NTU	5	1	3	4	5	3	1	4
Depth to water	FT	24.3	23.3	21.2	24.4	23.7	22.7	19.6	23.4
Temperature	°C	11.5	11.0	10.8	12.0	12.3	12.1	12.7	13.9
pH	SU	6.9	6.4	7.1	7.2	6.2	6.1	6.0	5.9
Conductance	mS/cm	0.205	0.214	0.244	0.209	0.590	0.574	0.670	0.155
Dissolved oxygen	mg/l	0.4	0.4	0.3	0.5	0.7	0.9	1.2	0.3
Turbidity	NTU	2	2	5	5	20 ²	5	5	4
Depth to water	FT	19.0	20.4	12.3	16.7	32.8	32.4	28.1	32.6
Temperature	°C	14.2	7	11.1	13.6				
pH	SU	6.3	6.1	6.3	6.1				
Conductance	mS/cm	0.122	0.121	0.112	0.144				
Dissolved oxygen	mg/l	0.3	6.2	3.5	2.6				
Turbidity	NTU	28 ²	31 ²	18 ²	21 ²				
Depth to water	FT	19.8	20.5	15.5	19.5				

Notes:

1. Temperature, pH, Conductance and Dissolved Oxygen were measured in the field using a YSI Pro multimeter. Turbidity was measured in the field using a Lamotte 2000 Turbidity meter
2. Turbidity below 5 NTUs could not be achieved after 2 hours of well purging at a low flow rate (<0.4 L/min).
3. EA-3 was retained to aid in groundwater contouring. Depth to water during each of the last four quarters was 27.9, 7.5, 16.1 and 16.6 feet.



August 4, 2014

Honorable Town Council
93 Narragansett Avenue
Jamestown, RI 02835

Dear Fellow Councilors:

The Tick Task Force is pleased to submit its recommendations for the consideration of and action by the Town Council and the citizenry of our community – all with one overarching and urgent objective: The reduction of the incidence of tick borne disease in Jamestown.

These recommendations reflect a major way point in a lengthy and wide ranging effort to address the issues. The Task Force began its work twelve months ago and has met often and intensely. Individual members have taken on and carried out assignments to delve into elements of the task before us. We have run a series of targeted advertisements in the Jamestown Press; and worked with the Press on a fine series of articles, again covering the spectrum of issues that tick borne diseases present. Not least, the Task Force conducted six public forums which we saw as a strong start on an education campaign for Jamestown. The forums laid out the contours of the problem and the various solutions tested and evaluated by the scientific community and by a number of towns in the North East.

The recommendations enclosed here, voted unanimously by us, fall into three broad categories:

- Education
- Treatment
- Tick population reduction

The three attachments expand on and give background on the categories.

We look forward to taking this urgent matter to the next steps.

Best wishes.

Eugene B. Mihaly, Chair
For
Jamestown Tick Task Force



Jamestown Tick Task Force Recommendations
To
Jamestown Town Council
August 4, 2014

This document and its recommendations address a public health crisis in Jamestown. We have an epidemic of tick borne disease on our island: Lyme disease, Babesiosis and Anaplasmosis. Professional estimates of disease incidence by medical personnel range up to 60 percent of our population.

The Jamestown Tick Task Force (JTTF) has carefully considered a spectrum of remedial actions and after study and deliberation proposes a list of recommendations for immediate action. Each of the recommendations has a single intent: to reduce the incidence of these tick borne diseases.

Our approach has three elements: education for empowering personal tick bite protection; improved guidance regarding disease treatment; and tick reduction strategies and techniques.

This multi-faceted effort has varied time schedules: For education an immediate start, followed by an ongoing campaign to encourage vigilance. The same applies to treatment. Tick reduction has a time horizon of three years.

I. Education and Community Intervention

1. Background

Each Jamestown, acting individually, and the community working together can take immediate action to reduce greatly our risk of contracting disease – simply by minimizing encounters with ticks and by learning how to respond if we are exposed.

The challenge: correct assessment of ticks, their habitat, and their life cycles can seem very complex, as do concepts of tick borne disease epidemiology, symptoms and diagnosis. Not surprisingly, a lack of detailed knowledge and in some cases widespread misinformation are prevalent in all communities, including ours. The task is to disseminate entomologically and medically accurate health protection information that will help reduce the prevalence of tick borne disease here in Jamestown.

RECOMMENDATIONS

- A. Launch a tick-bite protection focused health education campaign that would run annually with seasonally relevant prevention messages. This campaign would be founded on a core set of achievable tick bite prevention actions. The campaign's messages would be communicated through today's

spectrum of media, including: Jamestown Town website, email, social media, local media. And it should have a separate and major schools component (see below)

- B. The Campaign would help Jamestown residents know:
- a. Where on the island people are at greatest risk and – very importantly – less likely to be at risk from tick encounters and bites
 - b. The habitats and activity seasons of vector (disease carrying) ticks
 - c. Disease associations with different kinds of ticks
 - d. How to conduct daily tick checks on oneself or others
 - e. How to safely remove a tick
 - f. How to repel ticks most effectively
 - g. How to reduce tick encounter risk around the house effectively
 - h. How to protect pets from ticks and to keep pets from transmitting ticks to people
 - i. The role of wildlife in propagating disease
- C. Create a standing coordinating committee to implement the above. Appoint a chair with proven community leadership skills.
- D. Strengthen the institutional link between the coordinating committee and the TickEncounter Resource Center at the University of Rhode Island.
- E. The campaign will need certified trainers to provide best practice guidance. Thus, an element of the campaign: Train key town employees, officials and other key “influencers” (e.g., school nurses, coaches, scout leaders, pharmacists) in tick bite prevention.
- F. Support and enhance Jamestown schools in efforts recently initiated at Melrose School and soon, JTTF hopes, at Lawn School. There is a dual logic here. Children need to learn how to protect themselves. And they are ideally suited to take home materials and otherwise get their parents fully engaged. As a key element of the schools effort, JTTF has already commissioned a tick encounter risk survey – a tick census – of school grounds, of the playing fields and the soccer field at Eldred Avenue. Results of this survey will be used to guide development of a risk-appropriate action plans to be implemented by schools and recreation department personnel in consultation with the Tick Task Force coordinating committee.
- G. In the event that intense tick populations are found, direct action steps will be considered and recommended.

II. TREATMENT

Many in our community have been fortunate to identify symptoms of Lyme disease early and to benefit from a well-established treatment regimen. Others have been unfortunate and suffer from later stages of Lyme and the other tick borne diseases. Appendix C

discusses the ins and outs of the medical community's highly diverse approaches. JTTF makes no recommendation for Town Council action. The appendix does recommend individual action.

III. Reduction of Tick Population

1. Background

Widespread tick borne disease in human populations is a fairly recent phenomenon. Starting with the arrival of settlers from England, forests in the Northeastern U.S. were progressively cleared for fuel and then cultivated. Much of the 19th century landscape was devoid of forests and woodlots. And deer!

Deer are an inherent element in the life cycle of deer ticks. Where there are few or no deer, there are few deer ticks. Over time, once cleared forest farmland reverted to forest, recreating a hospitable environment for deer and for deer ticks. Prior to the arrival of significant numbers of deer in Jamestown (circa 1987-88) scientists at Harvard and URI could find no statistically significant numbers of deer ticks on the island. The same has been the case throughout the Northeastern U.S.

Deer are unable to infect ticks with the organisms responsible for Lyme and the other tick borne diseases. Rather, they act as the reproductive host for adult stage female ticks that then fall onto the forest floor where they lay eggs, continuing the tick life cycle. Immature stage ticks attach themselves to infected mice, birds and other small mammals – which can serve as reservoirs of infection. Infected ticks then attach themselves to humans and pets and transmit disease-causing pathogens.

2. Tick Reduction Strategies

After examining all methodologies, we focused on three approaches to tick reduction that practitioners in the field advocate.

2.1 Tick Tubes. These small man-made tubes can be placed in gardens and other private and some public areas; and can be effective in reducing tick numbers within small areas. See Appendix A for details.

2.2 Professional spraying using EPA approved synthetic pyrethroids. State licensed professionals can treat land for ticks – after a tick habitat risk assessment shows moderate to high risk. Such treatment has proven very effective. However, important questions about the possible toxicity of the most effective treatments to bees and other wildlife remain unanswered. EPA enumerates the potential hazards of this widely used class of chemicals but concludes that benefits outweigh problems for mosquito control (where it dominates), various agricultural uses and other insect control. Spraying presents Jamestown with a Hobson's choice: On the one hand, it can and does limit the risk of Lyme and other disease by killing ticks; on the other, if used in large quantities, it is hazardous to aquatic life, some wildlife and, if mishandled, even harmful to humans. The JTTF reached no consensus on this issue. Thus, we make a limited recommendation here: That the Town prepare a packet of information, pro and con, for home owners, including the

The JTTF recognizes that advocates for avoiding the potential toxicity of Permethrin regardless of its potential benefit for preventing the spread of Lyme disease should be provided a voice, as should those who believe any risk is worth the health benefits. In the end, we do not believe the Town Council should be asked to adjudicate these polar positions. Instead, it should be an individual landowner's choice. The role of the Town should be to fairly present the science and the concerns to the public.

2.3 Reducing the deer herd. There are three options.

- A. Professional culling services and processing. This method was originally planned by Block Island and effected on Monhegan Island, ME. The BI cost was to have been above \$500,000 over a five year period. This was based on two weeks intensive culling per year outside the normal hunting season. The plan foundered on the illegality of silencers in Rhode Island law. The contractor considered those essential. Block Island is now considering a different approach, described below in Option C.
- B. Intensify the existing Rhode Island sanctioned recreational hunting program on Jamestown. In 2013, the documented and estimated undocumented number of deer killed by hunters was roughly 102 plus about 25 deer mortally wounded by cars. This was a typical year. This harvest rate is insufficient to reduce the Jamestown herd to the target health level of about 100 deer on the island from the current population of about 400. Many local hunters believe strongly that the cull can be increased markedly if: (a) Land owners and proficient hunters are paired. (b) Many additional private and Trust lands, DEM properties and Jamestown Town lands are opened to hunting. (c) DEM grants permission to hunt over bait. (d) Increase and/or subsidize processing. Currently, facilities for the latter are expensive (usually about \$100 per animal) and not widely available in RI. Thus, most hunters limit their take to the capacity of home freezers. Further, excess distribution of venison has legal and regulatory limitations.
- C. Block Island is exploring a variation on Option B. This would entail formation of an association of select local hunters, possibly incorporated; fully insured if need be, trained and demonstrably highly qualified. The Town would then ask DEM for a special extension of the hunting season, probably a month in winter. Only that organization's members would be permitted to hunt during that period. The town would also again petition DEM for permission to use bait.

3. Conclusion on Tick Reduction

The only communities that have reduced or eliminated tick borne disease have done so by deer herd reduction as their primary approach. JTTF examined all currently available options to achieve this aim. Our extensive analysis of efficacy and costs of all known methodologies are set out in Attachments A and B.

The conclusion is clear. The serious public health hazard in Jamestown from tick borne disease is directly related to a deer population that far exceeds the scientifically recommended level estimated to be 10 per square mile. To eliminate that hazard, we must either reduce the size of the deer herd or kill the massive populations of ticks (by providing a blood meal to adult ticks, every year each deer is responsible for producing about 450,000 larval ticks) via spraying. There are no feasible alternatives. Self-protection can make a great positive impact on individual health but the diseases will remain epidemic in our community until we reach the recommended deer population of 10 per square mile.

RECOMMENDATIONS

JTTF recommends that the Town Council:

- A. Establish a target population size for the deer herd on Jamestown at 10 per square mile or a total herd size of approximately 100.
- B. Establish a deer herd reduction program that intensifies the existing Rhode Island sanctioned recreational hunting program on Jamestown as described in Option B.
- C. Work closely with DEM to achieve herd reduction goals.
- D. Appoint a local volunteer director of the Jamestown deer reduction program. His/her charge will be to take all steps necessary to reach the goal through but not limited to pairing of available land and proficient hunters plus facilitation of legally acceptable distribution of excess harvest to land owners and any participating food pantries.
- E. Request DEM open Dutch Island (and possibly Gould Island) to hunting to prevent that island(s) from becoming a refuge for Jamestown deer who might swim there in the hunting season and return thereafter. Note: there is evidence that our herd originated in good part through migration from Prudence Island.
- F. Craft a personal letter to all landowners with parcels suitable for hunting, including non-profit boards controlling conservation lands. The letter would request their support for the Town's managed hunting program by allowing coordinated and controlled hunting on their properties to support our response to Jamestown's public health crisis.
- G. Request that the State of Rhode Island allow recreational hunting on two parcels of state land: 70 acres adjacent to the water pumping station north and west of the creek and 35 acres southeast of the North Road/Rt 138 overpass.
- H. Authorize hunting on selected parcels of land owned by the town. See list in Attachment D.

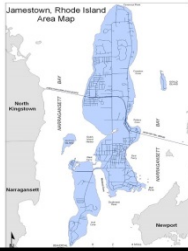
- I. Authorize and fund the use of tick tubes on selected parcels of Town land and publically encourage community members of to consider purchase and distribution of tubes on their personal properties.
- J. Authorize the Town GIS department to create an interactive map that allows the pairing and tracking of hunters with available property in Jamestown.

Jamestown Tick Task Force

Eugene Mihaly, Chair
Blake Dickinson
Maureen Coleman
Jemma Craig
Joe England, MD
David Fuqea, Col USMC ret.
Bruce Dickinson
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Randy Keck
Jeff McDonough
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Barbara Szepatowski
Thomas Mather, Phd , Science Adviser
Andy Nota, Ex Officio



Tick Task Force

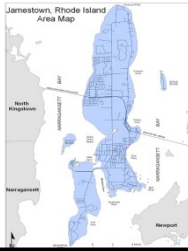


Possible Solutions Available to Combat Lyme Disease (and other Tick-borne illnesses)





Agenda

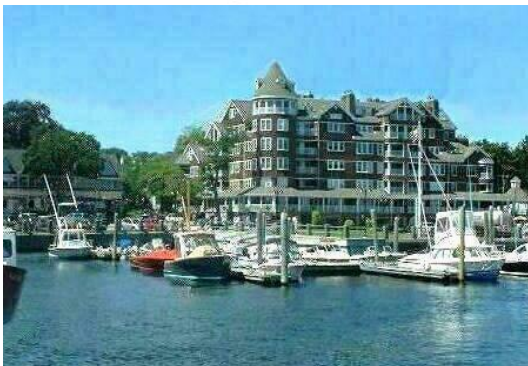
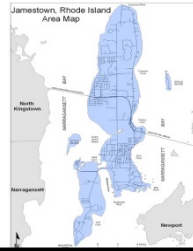


- 1. Introduction**
- 2. Tick Intervention**
 - **Area spray of pesticides**
 - **4 poster systems**
 - **Damminix Tubes**
 - **Vegetation management**
 - **Helmeted Guinea Fowl**
 - **Vaccines**
 - **Personal Protection**
- 3. Deer Intervention**
 - **Deer Reproduction**
 - **Deer Collaring**
 - **Deer Exclusion**
 - **Deer Reduction**
- 4. Summary**
- 5. Questions/Comments**





Jamestown, RI

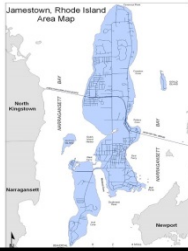


1. 9 miles long
2. 1 mile wide
3. 9.7 sq miles
4. 6208 acres
5. 5622 residents (2000)
6. 2544 Single-family residences (2014)





Tick Task Force

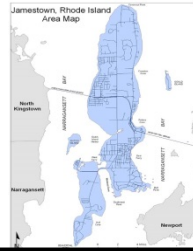


Tick Intervention





Area Spray of Pesticide

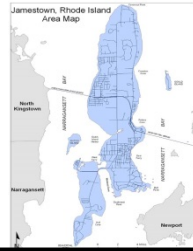


- Available from most Lawn and Garden service companies
- Multiple forms of insecticide used
- Must be applied by licensed professionals
- Companies recommend 2-3 treatments per season
- 10,000 sq ft lot: \$150/application.....\$450/year
- $2455 \times \$450 = \$1,104,000/\text{year}$
- Ecological considerations
- Shelter Island, NY refused to consider: “ecologically disastrous to all good insects and will endanger bays and waters





4 Poster System

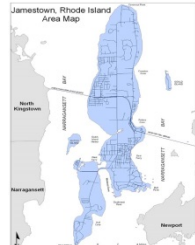


- Feed the deer (Mar-Dec)
- Deer rubs on insecticide post
- 1 system covers 50 acres
- Not within 100 yds of home/playground/children/water
- Caution signs and glove handling required
- Cost: \$425/system (2007 cost). Cost does not include replacement posts, signs, insecticide, insecticide application gun, corn for feed
- Corn: estimated to require 1 ton per year
- 2011 corn price: \$700 per ton





4 Poster System



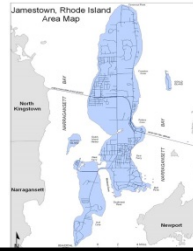
Challenges

- Insecticide control/management
- State concerns? State of NY still bans use of this device due to uncontrolled use of insecticide
- Personnel to employ systems
- Storage of systems when not in use
- Recurring annual costs
- Changes to deer behavior/Increased rate of deer starvation/"Chronic Wasting Disease" increase among deer





4 Poster System



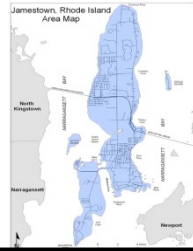
- **Cost**

- **Approx \$2500 per unit/season**
- **6200 acres total.....1/50 acres = 124 units**
- **124 x \$2500 = \$310,000 annually**
- **Cost is Personnel Exclusive**
 - **1 service per month (124 hours/month)**
 - **9-10 months (1116 – 1240 hours)**
 - **Minimum wage \$10: \$11,160 – 12,400 labor cost**
- **Shelter Island “Experiment” demonstrates inadequate coverage = no impact/wasted money**





Damminix Tubes

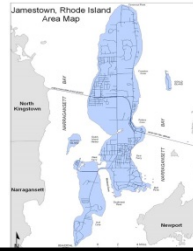


- **Developed by Harvard School of Public Health**
- **Biodegradable cardboard tube filled with permethrin (pesticide) treated cotton**
- **Permethrin highly neuro-toxic to ticks**
- **Mice use cotton in nests which kills ticks as they feed on mice**





Damminix Tubes



- **Challenges**

- Pesticide
- Requires large numbers to cover area
- Apply twice annually
- Personnel to manage

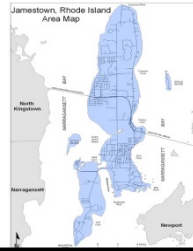
- **Benefits**

- EPA approved
- No follow up required after placement
- Professional application not required
- Permethrin reported to not hurt mice and other animals and birds





Damminix Tubes



- **Costs**

- In town house lot: 6 tubes/ \$23
- Larger house lot (1+ acre): 24 tubes/ \$75
- 2-5 acres: 96 tubes/ \$250
- Manufactured by ECOHEALTH, Inc Brookline Mass and offers reduced bulk rates



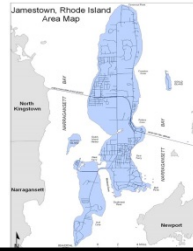
- **Estimate**

- 2544 residences
- $2544 \times \$75 = \$190,000$
- Twice annually: \$380,000





“Tick Box” Management System

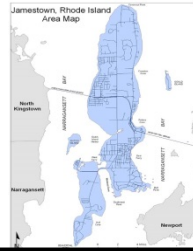


- **Developed by Bayer Co.**
- **Heavy plastic case with vial of pesticide contained inside**
- **Bait attracts mouse to pass through box where pesticide placed on mouse**
- **Uses fipofil (pesticide)**
- **One pass through box good for 40 days of protection**
- **Fipofil kills ticks as they feed on mice**





“Tick Box” Management System



- **Challenges**

- Original production ceased 2012
- Racoons breaking open boxes, uncontrolled use of pesticide
- Production renewed by CT company. Use requires metal bracket over box to prevent racoon tampering (i.e. professional installation)
- Recommended to be used in conjunction with spraying

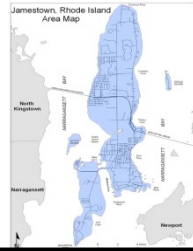
- **Benefits**

- Fipofil reported to not hurt mice and other animals and birds
- Used on Martha’s Vineyard





“Tick Box” Management System



• Costs

- 1 box per 30 feet of “tick habitat”
- Apply twice annually
- Small: 10,000 sq ft: 10 boxes
- Large: 1 acre lot: 20-25 boxes
- \$50/box; \$15/metal bracket
- Small: \$500+\$150 1st treatment
 - \$500 for 2d treatment
 - \$1150 annually
- Large: \$1250 + \$375 1st treatment
 - \$1250 for 2d treatment
 - \$2875 annually



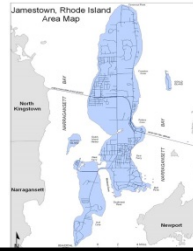
• Estimate

- 2544 residences
- 2544 x \$2000 = \$5.1 million annually





Helmeted Guinea Fowl

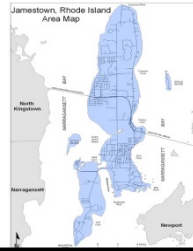


- **Large number of experiments**
 - Suffolk County, NY
 - Islip, NY
 - Nantucket, Martha's Vineyard
- **Effectiveness**
 - Reductions for areas stocked with fowl
 - Reductions limited to adult ticks, not nymphs
 - Principal environment not the same as deer
 - Noise/droppings cause problems to people
 - Vulnerable to predators
- **“Appropriate in low density housing areas, parks, school yards with custodial care”**
- **Most effective in restricted environment: fenced yard/farm**
- **Not appropriate as effective for large-scale environments that require habitat modification (change the environment)**





Vegetation Management

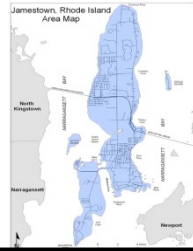


- Reduce the tick habitat
- Controlled burns
- Examined in detail by Shelter Island Tick Committee
- Not as effective as might be expected
 - Ticks live on edge of woods
 - Hard to burn safely/effectively
- Far greater impact on other animal species
- Personnel intensive to control
- When growth returns, so do ticks





Vaccines

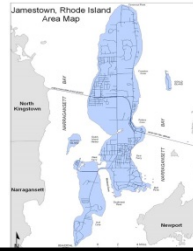


- **1998: Glaxo-Smith-Kline produces vaccine that required 3 doses and adjudged as 80% effective for one year**
- **Advisory Committee on Immunization Practices “lukewarm” on benefit and necessity**
- **Only available to adults**
- **2002: Reports of arthritic symptoms leads to class-action suit and removal from the market**
- **Studies report there is no financial benefit to drug companies for a Lyme vaccine**
- **2013: Baxter International completed Phase 1 clinical trails on new vaccine. Large Phase 2 and 3 trials still required**
- **There is NO vaccine for Lyme at this time**





Personal Protection

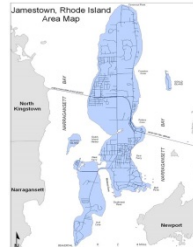


- **Repellents: Many available (\$20 per bottle)**
 - Wearing when outside in grassy/wooded areas
 - Most appropriate around ankles and waistbands
- **Wearing Appropriate Clothing**
 - Long pants/Long shirts when outdoors
 - Tuck pants into socks
- **Inspection/Removal**
 - Check yourself/family/pets daily if outside in grassy/wooded areas
 - Remove with tweezers
 - Removal within 24 hours reduces possibility of infection
- **Continual Education**
 - Dependent upon individual initiative
 - Does not address/change the environment: “Stay in your house when a gunman is on the loose”





Tick Task Force

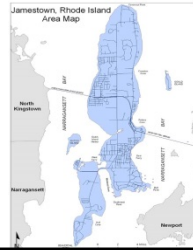


Deer Intervention





Reproduction

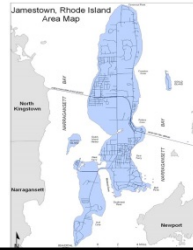


- **Single commercially available means: GonaCon**
 - EPA: GonaCon is a pesticide
 - Requires State approval
 - Long-term bioaccumulative effects still being studied
- **Requires injection of “vaccine” into does in order to prevent reproduction**
 - Deer population must be closed
 - Requires 70-90% of does to be treated
 - Requires years to have impact on a closed population
 - High level of stress on deer for the process
 - \$600-\$800 per doe treated, plus on-going maintenance may be required
 - Jamestown: approx \$150,000 to \$200,000 for single treatment. Not sure if this includes manpower costs





Reproduction

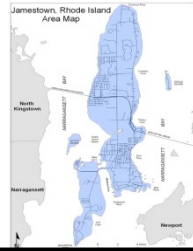


- **Groton Long Point (1997-2000)**
 - Ineffective at reducing deer herd
 - Program rejected
- **State of Indiana (2012)**
 - Stringent Requirements of Indiana Department of Natural Resources (IDNR)
 - Use of GonaCon not allowed due to concerns for secondary exposure to humans
 - Requires permitting to administer due to concerns for deer welfare
 - Evaluated as ineffective in “free-ranging” deer populations
 - Tick Committee, Bloomington, IN: “Not a viable option”
 - Cost
 - Requires closed population
 - Unknown secondary impact on humans
 - Town of Ogden Dunes: Request rejected by IDNR

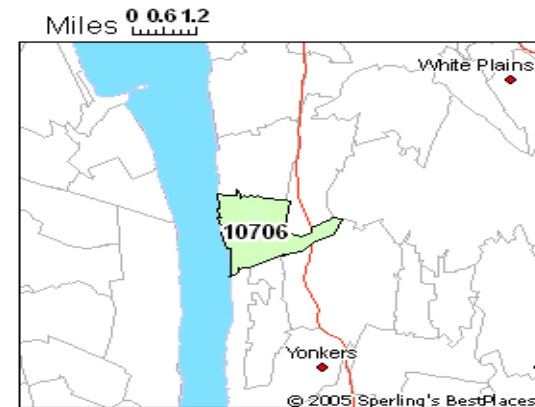




Reproduction

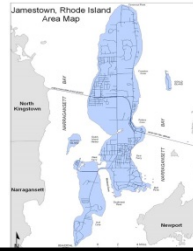


- **Hastings-On-The-Hudson(2013-2014)**
 - North of the Bronx, South of Tappan Zee bridge
 - Approximately 2 square miles
 - Deer population: 60-70/sq mile
 - Firearms prohibited throughout the county due to human population proximity
 - Alternative “Net and Bolt” technique rejected by local voters
 - Experiment to begin Mar 2014 and last 5 years
 - Requires injection and tagging of deer every two years
 - If successful: Community will be the first successful immuno-contraception program of an open population in the United States





Collaring

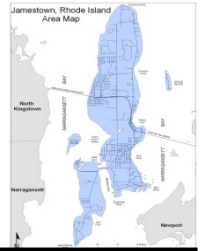


- Use collars as with cats/dogs
- Getting collar on the deer is challenge
- Automatic devices discussed as early as 1999
- Complicated mechanisms: based upon feeding
- Maintenance
- Challenges similar to the 4-poster system
- No evidence of any community attempting this on any scale





Exclusion/Deer Fencing

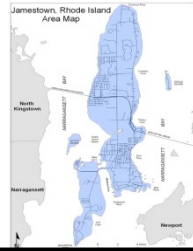


- **Readily Available**
- **Environmental Impact of large-scale fencing**
- **What do we fence?**
 - **Large areas: Jamestown Shores**
 - **Land Trust**
 - **Farms**
 - **Town Lands**
- **Cost**
 - **\$6/foot, not including install**
 - **Small Lot: \$1500**





Reduction

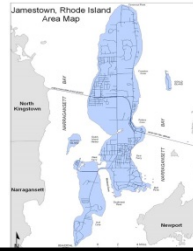


- **To be discussed in detail at the next Public Forum**





Summary



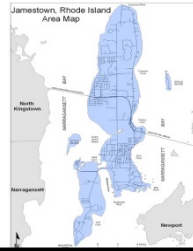
	Environ Concern	Prof Install	Personnel Cost	Individual Cost	Town Cost	Legal Concerns	Total Cost/Yr**	Implementation Time
Pesticide Spray	Yes	Yes	No	Maybe	Maybe	Yes	\$1.1 M	Years
4-Poster	Yes	No	Yes	No	Yes	Yes	\$325K	Years
Damminix	No	No	No	Maybe	Maybe	No	\$380K	Immediate
Tick Box	Yes	Yes	Yes	Maybe	Maybe	Yes	\$5.1 M	Immediate
Birds Protection	No	No	Yes	Yes	No	No	??????	Immediate
Imm-Contr	Yes	Yes	Yes	No	Yes	Yes	\$200K/Labor	Years
Collaring	No	Yes	Yes	No	Yes	No	???????	Not Feasible
Fencing	No	Yes	Yes	Maybe	Maybe	No	\$3.8 M	Immediate
Jamestown	50-60 20-30 0-10	Yes	Yes	?????		?????		???????

- ****Based upon this treatment for 2544 single family parcels in Jamestown**





Conclusion



- All 6 communities identified Lyme/Ticks as a Serious Public Health Problem (1992-2013)
- All 6 communities took actions to affect a deer population in excess of acceptable numbers
- Environment/Deer populations very different today than 20th Century

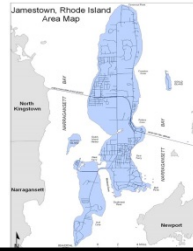
- Jamestown has a very different environment/deer population than during the 20th Century
- Jamestown has a serious public health problem related to all tick-borne disease (Lyme included)
- Jamestown has at least 6 examples of actions being taken by surrounding communities
- Jamestown must take action to change the ability of deers/ticks to threaten residents

• **What will that action be??????**





Tick Task Force

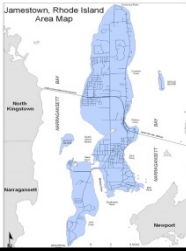


New England Communities' Actions
In Response to
The Public Health Crisis of Lyme Disease
and
Other Tick-Borne Diseases





Agenda

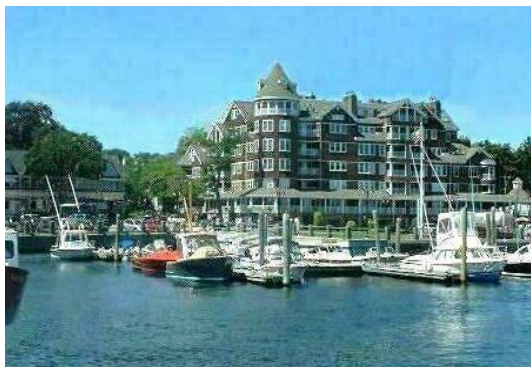
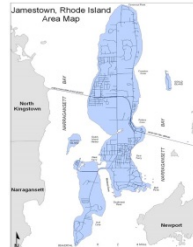


- 1. Introduction**
- 2. Monhegan Island, ME**
- 3. Isleboro, ME**
- 4. Shelter Island, NY**
- 5. Groton Long Point, CT**
- 6. Nantucket, MA**
- 7. Block Island, RI**
- 8. Summary**
- 9. Questions/Comments**





Jamestown, RI

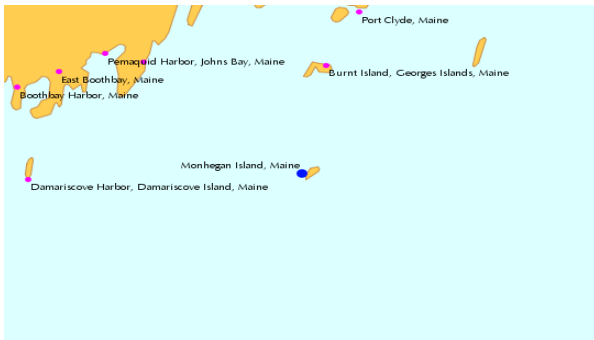
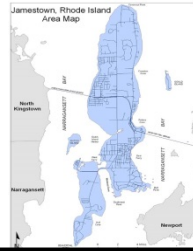


1. 9 miles long
2. 1 mile wide
3. 9.7 sq miles
4. 6208 acres
5. 5622 residents (2000)
6. Less than 1 mile from mainland





Monhegan Island, ME

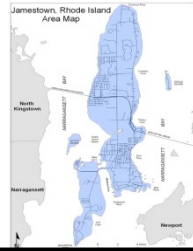


1. 1.75 miles long
2. .75 mile wide
3. 1 sq mile
4. 640 acres
5. 75 residents (2000)
6. Approx 12 miles from mainland
7. Mostly uninhabited





Monhegan Island, ME

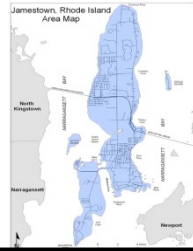


- **Deer not an indigenous species**
- **1955: Deer introduced to island**
- **1996: Deer in excess of 100/ sq mile (Approx 110 deer)**
- **1996: 13% of population have Lyme**
- **Norway Rat (Not white mouse) is the host for Lyme bacteria**
- **60% of ticks carry Lyme bacteria**
- **1996: Residents approve plan to eliminate deer from the island**
- **1996-1999 Sharpshooters contracted to remove deer**
- **Nov 1996: Cost \$20,000, take 52 deer in several days**
- **Mar 1999: No deer remain on the island**





Monhegan Island, ME

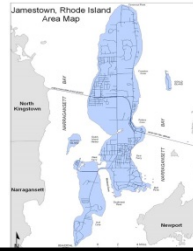


- **Norway rats remain on the island**
- **2002-2007: Tick collection averages 1.5/hour as compared to 40/hour prior to elimination of deer**
- **2002-2007: Of ticks collected, only 27% carry Lyme bacteria**
- **2009: No larval ticks found on Norway rats since 2001**
- **2009: One case of Lyme reported in 11 years between 1999-2008**





Monhegan Island, ME

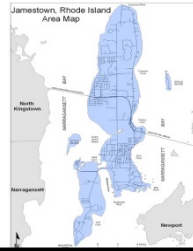


- 2008 “Without the deer to feed on, the ticks stopped reproducing. They won’t rebound. In order to complete their life cycle, they need deer. Without the final meal, they cannot lay eggs; they’re not sterile, but they don’t reproduce.” [Dr. Peter Rand; Maine Medical center Vector-Borne Disease Laboratory](#)
- 2009: “Further study revealed a 90% reduction in the number of “questing” ticks following the complete extirpation of deer from an offshore island and has demonstrated the quintessential role of this host (deer) in the maintenance of tick populations.”





The Changing Environment

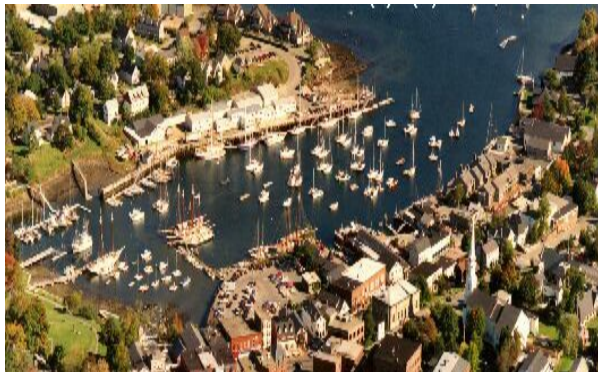
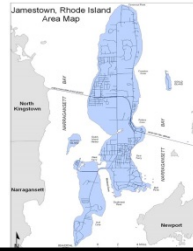


- **1998:** In the late 19th/early 20th Century, 90% of land in New England was cleared for agriculture. Today, only 10% remains cleared for agriculture **Mr. Bill Bryson, author of [A Walk in the Woods](#)**
- **2010:** The deer population in Connecticut in 1896 was 12. Today, the deer population numbers over 75,000. **Connecticut Agricultural Experimentation Station (CAES) Bulletin 1010**
- **2013:** National deer population 1930, 300,000. National deer population 2013, 30 million. **Associated Press Report, 28 Feb 2013**





Isleboro, ME

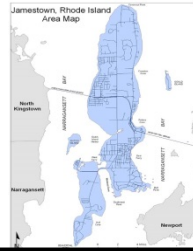


1. 11.4 miles long
2. 2.3 mile wide
3. 14.3 sq miles
4. 9152 acres
5. 566 residents (2000)
6. Approx 2 miles from mainland





Isleboro, ME

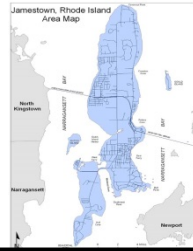


- **Distance from mainland allows deer to migrate to island**
- **2006-2010: % ticks carrying Lyme increases from 24% to 49%**
- **2007-2011 Number of Lyme disease cases increases by 4X in year-round residents (7 to 27)**
- **2010: Deer herd approx 744 (62/sq mile)**
- **2011: Deer herd numbers confirmed by “pellet” count**
- **2011: Town Wildlife Management Plan calls for expanded archery season and special firearms season to reduce deer herd density to 10/sq mile**
- **Nov 2012: Voters approve (100-28) to enact plan**





Isleboro, ME

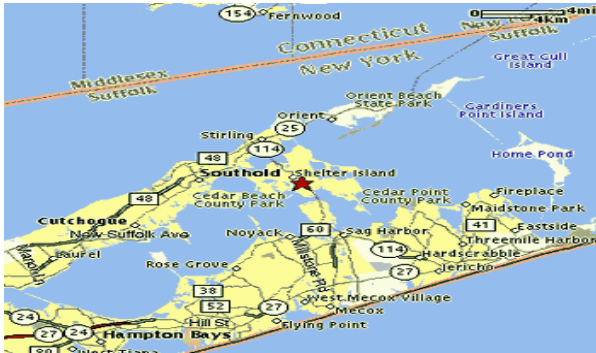
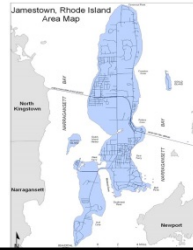


- **Previous attempts to reduce deer herds by archery only were unsuccessful**
- **Aug 2013: Detailed Plan Approved**
 - **Special Shotgun Hunt: 10-31 Dec 2013**
 - **Residents only, with demonstrated proficiency from 25 yards**
 - **30 hunters approved to be in field at any one time in the period. No limit on number of deer**
 - **Goal for 2013: 100 deer**
- **13 Dec 2013: 50 hunters participating in plan. 52 deer taken in first 3 days**
- **13 Dec 2013: Island/State authorities expand time for plan through 28 Feb**
- **Detailed plan authorized by state for three years. Following 2014-15 season, island residents will reconsider**





Shelter Island, NY

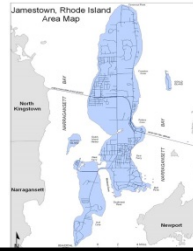


1. 6.6 miles long
2. 4.3 mile wide
3. 12.1 sq miles
4. 7744 acres
5. 2392 residents (2000)
6. Less than 1 mile from mainland
7. Nature Conservancy owns 1/3 of island





Shelter Island, NY

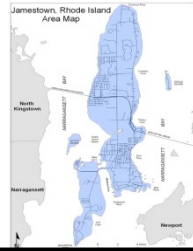


- **Distance from mainland allows deer to migrate to island**
- **2000: Island residents suffer 23 reported cases annually. Twice the rate of towns around them.**
- **2004: Deer herd estimated at 80/sq mile**
- **2004: Shelter Island Tick Task Force formed and considers**
 - **Hunting to reduce herd**
 - **Immuno-Contraception: 1 dose-3 years**
 - **Controlled burns of tick habitats**
 - **Insecticide sprays of the island**
 - **Devices to kill larval ticks on white-footed mouse**
 - **Deer collars**
 - **4-poster insecticide feeding system**
- **2004: Task Force recommends the 4-poster system**





Shelter Island, NY

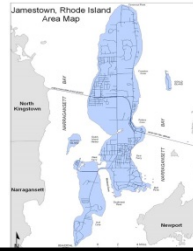


- **4-poster system**
 - **Feed the deer**
 - **Deer rubs on insecticide post**
 - **1 system covers 50 acres**
 - **Not within 100 yds of home/playground/children/water**
 - **Caution signs and glove handling required**
 - **Cost: \$425/system (2007 cost). Cost does not include replacement posts, signs, insecticide, insecticide application gun, corn for feed**
 - **Corn: estimated to require 1 ton per year**
 - **2011 corn price: \$700 per ton**





Shelter Island, NY

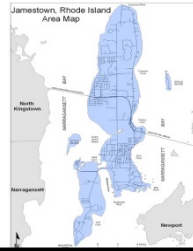


- **2004: Task Force 4-poster plan**
 - 5 year plan; purchase 150 systems to adequately cover the island
 - Systems in place March-Mid December, years 1-3 & 5
 - Initial cost estimate: \$538,301
 - Town seeking grants to offset cost
 - Tax increase would require additional \$40/year from 3281 taxable parcels
- **2004: NY State Bureau of Pesticides Management refuses to grant permission**
 - Uncontrolled use of pesticide
 - Changes to deer behavior
 - Increases rate of deer starvation in winter





Shelter Island, NY

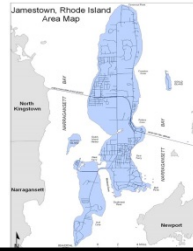


- **2008-2011 State authorizes a 3-year experiment**
 - Town conducts a private charitable fund-raising campaign (Approx \$420,000)
 - Deploys only 60 systems for three years
 - Total cost of 3-year experiment approx \$1.6 million
- **2011**
 - Initial reports indicate tick population reduced within range of systems
 - Town residents demand any future program be a public expense, not charitable fund raising
 - Tick Task Force recommends \$300,000 for 60 units for 2012/2013
 - Mr Mike Schubel recommends the hiring of a full-time employee to manage 60 systems if they are to be effective
 - Town Supervisor Jim Dougherty: “It looks like the systems work but we are broke, and we have to compromise”
 - Town authorizes 15 units (approx \$37,500) for 2 years (2012/2013)

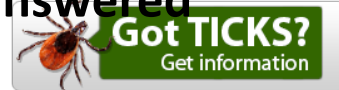




Shelter Island, NY

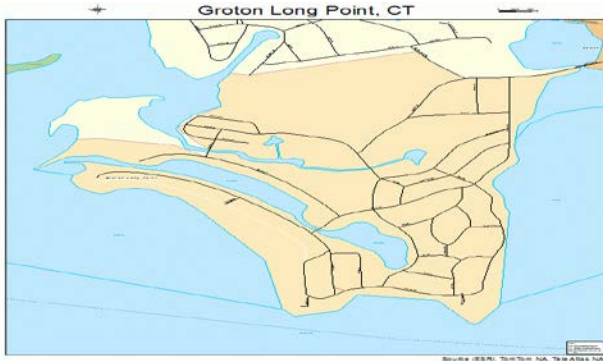
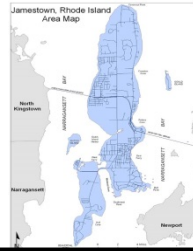


- **2011 State never approves use other than for Shelter Island “experiment”**
 - Pesticide detected leeching into hides and neck muscles of SOME deer
 - Close proximity of deer to each other contributes to “chronic wasting” disease
 - To continue for 2012/2013 required Shelter Island resident, former Governor George Pataki to request special dispensation
- **2013: NY State Legislature continues to ban use of 4-poster system in rest of state as uncontrolled use of pesticide**
- **2014**
 - Deployment of only 15 units in 2012/2013 results in major increase in tick numbers on island
 - Town plans to deploy 34 units in 2014
 - Decision regarding a full-time employee to manage still unanswered





Groton Long Point, CT



Connecticut

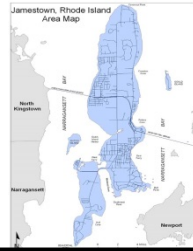


1. Less than 1 mile long
2. Less than 1 mile wide
3. .4 sq miles
4. 256 acres
5. 677 residents (2000)
6. Connected to mainland





Groton Long Point, CT

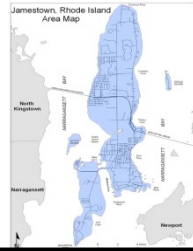


- **1996: Deer herd approx 60/sq mile**
- **1997-2000 Community chooses Immuno-Contraception to fight Lyme.**
- **1998: Deer herd peaks at 100/sq mile. Lyme disease cases reported doubles (13 in 1996 to 30 in 1998)**
- **2000: Community evaluates immuno-contraception as having no impact on size of deer herd**
 - Deer herd remains in excess of 65-70/sq mile
 - Lyme disease cases reported exceed 1996-97 levels
- **2000: Community chooses to use hunting to reduce deer herd**





Groton Long Point, CT

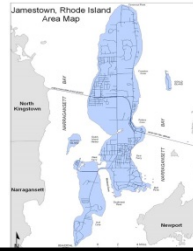


- **2000: Community Plan**
 - Combined shotgun/archery hunt by local hunters
 - Committee gains permission from 39 residents to hunt with firearms within 500 ft of houses
 - Hunters ASSIGNED elevated stands: 1 per 2.5 acres
 - 92% of deer herd eliminated in 6 days
- **2001: Community maintains deer population at 2.5/sq mile through 2 bow hunters reducing the herd annually**
- **2007: Resident sightings of deer reduced from 79% daily (2000) to 1% daily (2007)**





Nantucket, MA

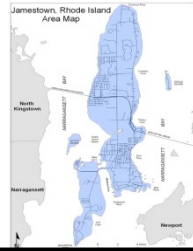


1. 16 miles long
2. 9 mile wide
3. 47.8 sq miles
4. 30,592 acres
5. 10,172 residents (2000)
6. 30 miles from mainland





Nantucket, MA

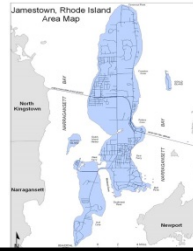


- **1992-2001: Nantucket maintains the highest incident rate of Lyme for any county in the country**
- **2007-2008: Number of Lyme cases nearly doubles (190 to 325)**
- **2007-2008: Town conducts 4-poster experiment. Four locations. Ticks on deers reduced from 22% to 48%**
- **2008: 61.3% of households have Lyme. “Tick-borne disease is a significant public health issue on the island.”**
- **2008: Town forms Nantucket Tick –Borne Disease Committee: 12 Members**





Nantucket, MA



- **2008: Committee Views**

- Ticks directly related to deer abundance
- Deer population 2500+, approx 60/ sq mile (500 deer = 10/ sq mile)
- 94% of all ticks use deer as main reproductive host
- Goal: Present a sustainable, integrated, comprehensive approach to reduce the incident of tick-borne disease on Nantucket by Dec 2009

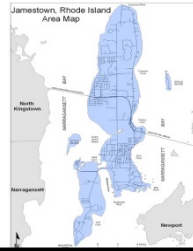
- **2008: Committee Actions (similar to Shelter Island)**

- **Tick Interventions**
 - Area spray of pesticides
 - 4 poster systems
 - Damminix Tubes
 - Vegetation management
 - Repellents
 - Inspection/Removal
- **Deer Interventions**
 - Deer Reduction
 - Deer Exclusion





Nantucket, MA

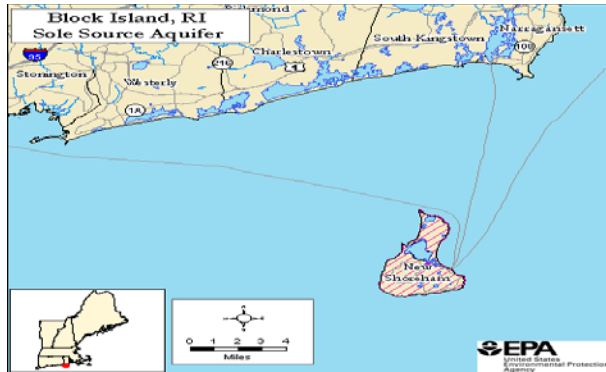
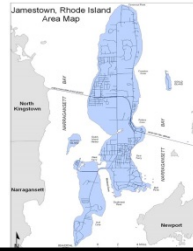


- **2008: Considerations**
 - Capture/Relocate: approx \$400-\$3200/deer. Approx \$800,000 to \$6,400,000 total cost for 2000 deer. Who would take them?
 - Paid exterminators: \$200-\$650/deer. Approx \$400,000 to \$1,300,000. Must comply with State Laws (no suppressors)
 - Immuno-Contraception: \$1000/deer. No oral option. Must reach 80% of females. Approx \$1,000,000
- **2010: Committee recommends culling the deer herd from 2500 to 500**
 - Integrated plan with State Division of Fisheries and Wildlife: 10 years
 - Goal: harvest 35% of population annually
- **2013: Deer hunts carried out**
 - Averaging 549 deer/year
 - Deer reduced from 70+/sq mile to approx 40/ sq mile
 - State increases number in herd to 750
 - 1 year total of tick-borne disease (Not just Lyme) reports: 417





Block Island, RI

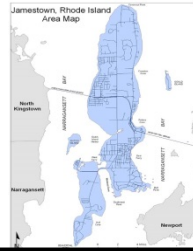


1. 6 miles long
2. 3.5 mile wide
3. 9.734 sq miles
4. 6229 acres
5. 1051 residents (2000)
6. 13 miles from mainland





Block Island, RI

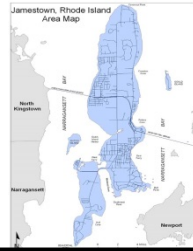


- **Deer not an indigenous species**
- **1967: 4 Deer introduced to island**
- **1994: Lyme disease identified as a serious public health concern on the island and survey residents about possible solutions**
- **2010: Block Island has more reported cases of Lyme than anywhere else in RI**
- **2012: Deer population in excess of 500 (approx 60/sq mile)**
- **2012: Town decides to pursue “Monhegan Island” solution**





Block Island, RI

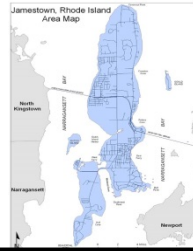


- **RI DEM intervenes and will not allow extirpation of deer from Block Island**
- **Oct 2013: Block Island officials and RI State Dept of Health agree to meet to discuss state taking a more active role in fighting tick-borne diseases**
- **Dec 2013: Block Island publishes a plan (in agreement with RI DEM) for culling the deer herd on Block Island**
 - **Goal: reduce herd to 10-15/sq mile within 4 years**
 - **Requires reducing the herd from 800-1000 to 100-150**
 - **Initial desire to use local hunters**
 - **DEM turns down plan due to public safety concerns regarding level of skill of hunters**





Block Island, RI



- **RI DEM amended plan**
 - Establishes “emergency regulations” to establish “non-recreational” program to reduce “an imminent risk to health, safety, and welfare of Block Island’s natural resources.”
 - Recommends hiring: White Buffalo (Same as Monhegan Island 1996-1999)
- **Dec 2013: Town approves detailed plan**
 - 15/20 sites in lesser developed part of SW island
 - Lure deer to sites
 - Hunters in elevated platforms shooting down for safety
 - Use rifles with sound suppressors
 - Plan to start Feb 2014 and cull 200 deer this season
 - Butcher Shop from Maine hired to process deer
 - Venison cannot be sold, plan to offer to islanders first, then Food Banks
 - Estimated Cost:
 - \$99,000 for contracted hunters
 - \$29,000 for processing of 200 deer





Block Island, RI

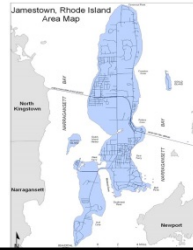


- **High level of local “push back” to use of contracted sharpshooters rather than local hunters**
- **RI Government refuses to allow use of sound suppressors (Nantucket)**
- **Block Island Plan on hold**
 - **Amended plan to begin before deer season in fall RI DEM amended plan**





Summary



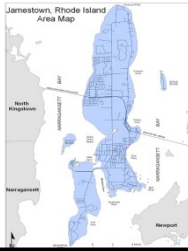
	Deer Pop per sq mile	Cmtee	DEM	Imm-Contra	4 Poster	Hunting
Monhegan Is	100+	No	No	No	No	Contracted
Isleboro	62	No	No	No	No	Sport(Res)
Shelter Is	80	Yes	Yes	No	Yes	No
Groton	60	Yes	No	Yes Failed	No	Contracted Residents
Nantucket	60	Yes	Yes	No	Yes	Sport By invitation
Block Is	60	Yes	Yes	No	No	Contracted
Jamestown	50-60 20-30 0-10	Yes	Yes	?????	?????	?????????

- All 6 communities identified Lyme/Ticks as a Serious Public Health Problem (1992-2013)
- All 6 communities took actions to affect Deer population in excess of acceptable numbers
- Environment/Deer populations very different today than 20th Century





Conclusion



- Jamestown has a very different environment/deer population than during the 20th Century
- Jamestown has a serious public health problem related to all tick-borne disease (Lyme included)
- Jamestown has at least 6 examples of actions being taken by surrounding communities
- Jamestown must take action to change the ability of deers/ticks to threaten residents

• **What will that action be??????**



Appendix C Treatment

The JTTF recommends that all members of the community become proactive in educating themselves regarding Lyme disease and associated other tick born diseases referred to as co-infections which can include Babesiosis and Anaplasmosis. It is crucial to learn about potential symptoms, diagnostic testing, and various treatment options available. Less than 50% of Lyme patients recall ever having a tick bite or seeing the telltale rash.

Presently there are conflicting recommendations on treating Lyme (*Borrelia burgdorferi*) as well as identifying the cause of relapsing or persistent symptoms. Two important medical organizations, The Infectious Disease Society of America (IDSA) and the International Lyme and Associated Disease Society (ILADS) have published guidelines for diagnosis and treatment. To date there is a definite lack of consensus between the two organizations, thus adding to the confusion in addressing this public health crisis.

Examining the websites listed below will assist the public in better understanding the approaches of both organizations when discussing possible treatment with health care practitioners.

Lyme is referred to as the "great imitator," often mimicking other illnesses including neurological and autoimmune disorders. When discussing the possibility of Lyme with your health care practitioner understand that he/she may be wedded to one possible diagnosis and treatment, depending on his/her professional exposure.

Unfortunately many people are mis-diagnosed. International Lyme and Associated Diseases Society (ILADS) reports the standard Elisa Lyme screening test used by many physicians "misses 35% of culture-proven Lyme disease." The western blot, a second test in a two-step protocol, also has limitations. When Lyme is suspected, screening for other co-infections should be considered.

Be vigilant. Make sure your health care practitioner is well informed on current data including treatment guidelines and protocols of both ILADS, the non-profit, international, multidisciplinary medical society dedicated to the appropriate diagnosis and treatment of Lyme and associated diseases and the Infectious Disease Society of America, (IDSA).

<http://www.ilads.org/lyme/treatment-guideline.php>

http://www.ilads.org/lyme_disease/treatment_guidelines_summary.html

http://www.idsociety.org/uploadedfiles/idsa/guidelines-patient_care/pdf_library/lyme%20disease.pdf

Technical Addendum: The criteria for a "positive" Lyme test differ among practitioners and organizations. The CDC sanctioned "Western Blot" blood test does not include band numbers 31 and 34, which are strong indicators of Lyme disease. Know that you will get either a NEGATIVE or POSITIVE test result depending on the lab you go to, and contingent on the set of guidelines your practitioner is following. Although the "Western Blot" is more sensitive than the ELISA or 3 Titer test, it is important to know that antibody tests are not static and change over time. In summary, labs, testing and interpretations of the results vary widely. As a result,

many people are misdiagnosed with other neurological and autoimmune diseases. A "Lyme Literate" practitioner will make a clinical assessment in conjunction with a full battery of tests to rule out Lyme disease and associated co-infections.

Attachment 1

Rhode Island Resource Recovery Municipal Cap Calculation Procedure

January 12, 2012

PURPOSE:

In accordance with RIGL §23-19-13(g)(3) the Rhode Island Resource Recovery Corporation (“the Corporation”) has developed the below procedure to calculate “the maximum amount of municipal solid waste that each municipality will be entitled to deliver to the corporation at the municipal tipping fee”, known as the municipal solid waste cap (hereafter “Cap”).

OVERVIEW:

The Cap calculation procedure is based on the following criteria: (1) the total of the statewide Cap and diversion adjustments shall not exceed historical waste generation; (2) Caps shall be based on waste diversion targets, not on actual performance; and (3) the distribution should account for both year round and seasonal populations.

PROCEDURE:

On or before April 1st prior to the Corporation’s fiscal year beginning July 1st the Corporation will update the municipal solid waste disposal caps using the steps below, and notify each municipality of its Cap allocation for the upcoming fiscal year.

1. Calculate total **statewide municipal sector waste generation** by totaling all solid waste, and recyclables (i.e., refuse, MRF recyclables, yard debris, scrap metal/white goods, tires, etc.) as reported annually by municipalities to RIRRC.
2. Calculate the total **statewide Cap** by reducing the **statewide municipal sector waste generation** by the waste diversion assumption of 35%, i.e. $\{statewide\ Cap \times (1-0.35)\}$.
3. Obtain the most recent year **population estimate** for each municipality from the more current of the decennial U.S. Census or the Rhode Island Department of Administration Statewide Planning Program’s official Population Projection.
4. Calculate the year-round equivalent **seasonally adjusted population**:
 - a. Obtain the most recent **seasonal housing estimates** from the decennial census;
 - b. For each municipality assume **three occupants per seasonal household**, unless a modification to this assumption is approved by the Corporation’s Executive Director. A municipality seeking to increase the **occupants per seasonal household** assumption shall submit a formal request prior to March 1st to the Corporation’s Executive Director for consideration. Such a request should be supported by documented evidence, such as renter/realtor surveys that show a greater number of occupants per seasonal household assumption applies to the municipality. Approval of any request for an increase to the seasonal housing shall be at the discretion of the Corporation’s Executive Director and shall be granted for the duration of the fully executed Municipal Solid Waste Agreement signed by both the Corporation and the municipality;
 - c. For each municipality calculate the **seasonally adjusted population** using the following formula:
$$\{Population\ Estimate\} + \{Seasonal\ households \times occupants\ per\ seasonal\ household \times 3.5\ months / 12\ months\ per\ year\}$$
5. Calculate each municipality’s **Cap** by multiplying its percentage of the total statewide **seasonally adjusted population** by the total **statewide Cap**.



Material Specifications and Delivery Standards for Single Stream Recycling

1.1 General

- 1.1.1 Reasonable attempts must be made to keep the material dry and free of snow and ice, particularly the paper/fiber.
- 1.1.2 Food and Beverage Containers may be commingled with the paper/fiber material.
- 1.1.3 Food, beverage, aerosol and all other containers must be empty and free of liquids or other contents.
- 1.1.4 All materials must arrive loose unless approved in advance by the Corporation.
- 1.1.5 No material should be contained in plastic bags, with the exception of shredded paper.
- 1.1.6 All attempts must be made to comingle the fiber material with the container material for proper processing at the MRF.
- 1.1.7 Strictly prohibited are those materials that are capable of being tied in a knot or may wrap around sorting equipment, such as but not limited to: string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, yarn, strapping, fishing line and flexible clothes dryer vent tubing.

1.2 Paper / Fiber Material

- 1.2.1 Newspaper shall consist of newsprint and newspaper inserts, Rotogravure and colored sections are acceptable. Newspaper may arrive in paper shopping bags, or mixed with residential mixed paper. All grades of paper must be delivered without yellowing. Newspaper, magazines and cardboard should not be tied into a bundle.
- 1.2.2 Shredded paper must be contained in a clear, relatively transparent or opaque plastic bag. Double bagging of shredded paper is preferred.
- 1.2.3 White Ledger and office paper is acceptable.
- 1.2.4 Corrugated Containers shall consist of corrugated cardboard boxes, substantially clean and dry, empty and free of wood, plastic, Styrofoam and other packing materials. Large corrugated cardboard boxes shall be flattened, be less than 6 ft. x 6 ft, large flat pieces / sections are preferred to small pieces. Material may arrive loose or compacted.
- 1.2.5 Mixed Residential Paper shall consist of a mix of the following: mail, envelopes, magazines, catalogs, phone books, writing paper, paper-back books and paper bags. Thin Cardboard shall include gift-type boxes, shoe boxes, cereal boxes, cores from empty paper towel rolls and other packaged food boxes, without foil accents and devoid of ribbons or other petroleum-based ties or wraps. Brown Paper Bags shall consist of Kraft bags and packaging.
- 1.2.6 Hard cover books are acceptable although covers must be removed. Covers should be disposed of in the trash once removed from book. The paper part of the book may be recycled.

Attachment 2

1.3 Mixed Recyclables / Containers

- 1.3.1 Aluminum shall consist of beverage containers, foil, pie plates and other single-use bakeware. Aluminum beverage containers shall be rinsed, and pie plates, bakeware and foil shall be clean and empty. All aerosol cans must be completely empty of pressurized contents.
- 1.3.2 "Steel" Food, Beverage and Household Containers shall consist of tinned steel food containers, usually no greater than one gallon in size and substantially emptied of contents and contaminants, rinsed. All aerosol cans must be completely empty of pressurized contents. Empty steel latex cans are acceptable.
- 1.3.3 Glass containers (bottles) shall consist of empty, rinsed, unbroken clear, green, or brown container glass. Labels and lids may remain.
- 1.3.4 Loads containing high concentrations of glass, 50% or more, are prohibited. However, dedicated loads consisting solely of glass containers with no other comingled materials are acceptable for tipping at our glass stockpile. Advanced notice of dedicated deliveries of glass is required.
- 1.3.5 Plastic Bottles and Jugs shall include all #1 "PETE" plastic bottles (e.g. soda, salad dressing and shampoo and peanut butter containers), and #2 "HDPE" bottles and jugs (e.g. milk, water, juice and cider jugs, laundry detergent and shampoo bottles) two-gallons in size and smaller. All containers must be empty and rinsed. It is acceptable to leave caps, lids and covers loosely in place on the containers.
- 1.3.6 Paper Milk Cartons, Drink and Juice Boxes (a.k.a. "Gabletops") shall consist of dairy containers (e.g., milk, cream, Half-and-Half), aseptic soy milk, dairy, juice, and other beverage containers. All paper milk cartons and juice boxes shall be empty and rinsed. Plastic caps may be placed loosely back on the empty and rinsed cartons.
- 1.3.7 Additional plastic containers that are now acceptable include the following: #3 PVC Polyvinyl Chloride, #4 LDPE Low Density Polyethylene, #5 PP Polypropylene, #6 PS Polystyrene and #7 Other or Polycarbonate two-gallons in size and smaller. These items must be in container form; examples include frozen food trays, deli-style clam shell containers, yogurt and margarine tubs and beverage containers.

1.4 Non-recyclable Contaminant Items and Materials

The following materials are considered contaminants and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain contaminant concentrations of 10% or above by weight may be subject to immediate rejection and removal from the MRF premises at the expense of the municipality.

- 1.4.1 All other plastic packaging that is not in container shape or form.
- 1.4.2 Plastic bags (bags from retail stores, trash bags, dry cleaner bags, etc.), plastic films, bubble wrap and shrink wrap.
- 1.4.3 Textiles: all clothing, towels, blankets, sheets, linens and footwear.
- 1.4.4 String, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and clothes dryer vent tubing.
- 1.4.5 Styrofoam including coolers, cups and packing materials.
- 1.4.6 Paper towels, tissues and napkins.
- 1.4.7 Ferrous and Non-Ferrous scrap metal items which would include all items made of metal and are not considered to be household can-type containers. Such as electrical

Attachment 2

- appliances, toasters, irons, air conditioners, fans, tanks, buckets, barrels, exercise equipment, toys, bicycles, lawn mower blades, tools, auto parts, etc.
- 1.4.8 Vinyl or plastic covered folders and three ring binders.
 - 1.4.9 Any solid item longer than 3' in length – metal pipe, PVC pipe, copper tubing, wooden broom handles, etc.
 - 1.4.10 VHS tapes, cassette tapes, DVD's and their cases or packaging.
 - 1.4.11 Coated frozen food packaging and boxes.
 - 1.4.12 Multi-pack beverage container cases or boxes designed for refrigeration.
 - 1.4.13 Photographs
 - 1.4.14 Wax coated or wire reinforced cardboard.
 - 1.4.15 Wax or plastic coated paper, cigarette packs, straws or candy wrappers.
 - 1.4.16 Paper drinking cups.
 - 1.4.17 Soap or laundry detergent boxes.
 - 1.4.18 Scrap metal of any kind, in particular knives, razor blades, saw blades, drill bits; also prohibited nails, screws, nuts, bolts or other fasteners.
 - 1.4.19 Non-container glass: windows, light bulbs (incandescent and CFL type), plate glass, safety glass, cookware, drinking glasses, dishes, bowls, ceramics, pottery, milk glass, mirrors, and broken glass.
 - 1.4.20 Mixed Rigid Plastics and #3 - #7 non-container plastics – plastic shelving, lawn furniture, toys, crates, flower pots, trays, baskets, barrels, drums, trash cans, recycling bins, etc.
 - 1.4.21 Construction materials: wood, vinyl siding, vinyl gutters, bricks, drywall, concrete blocks, gravel and saw dust.
 - 1.4.22 Wrapping or packing materials – tape, plastic liners, ribbon or foil.
 - 1.4.23 Containers that once held any household hazardous materials such as pesticides or automotive fluids.
 - 1.4.24 Magnets or magnetic items.
 - 1.4.25 Rubber items such as tires, tubes and belts.
 - 1.4.26 Batteries, all types including automotive, household and rechargeable.
 - 1.4.27 Electronic Waste: Televisions, laptops, cell phones, computers, etc.
 - 1.4.28 Printers, copiers and toner cartridges.
 - 1.4.29 Hybrid packaging containers made of more than one material, such as canisters with cardboard cylinder, foil lining, and metal end caps.
 - 1.4.30 Coat hangers – metal or plastic.
 - 1.4.31 One Gallon plastic paint cans.
 - 1.4.32 Mattresses, furniture
 - 1.4.33 Incoming fiber materials that contain a moisture content in excess of 30%
 - 1.4.34 Large amounts of snow or ice, defined as 10% or more of the load by either weight or volume.

1.5 Non-recyclable Prohibitive Items and Materials

The following materials are considered prohibitive and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain these materials may be subject to immediate rejection and removal from the MRF premises, regardless of percentage of concentration, at the expense of the hauling company.

- 1.5.1 Medical waste: To include hypodermic needles and lancets, Intravenous tubing and bags, oxygen respiration tubing and masks.

Attachment 2

- 1.5.2 Containers labeled as having at one time contained a hazardous or flammable material. Chemical containers may be deemed acceptable if thoroughly washed and all HAZMAT labels have been removed and all containers are completely empty with the caps removed. Containers containing unknown fluids or other unknown materials will also be considered as prohibitive.
- 1.5.3 Pressure vessels or cylinders to include but not limited to such items as liquid propane tanks, acetylene tank, oxygen tanks or helium tanks.
- 1.5.4 Ammunition, fireworks and explosives.
- 1.5.5 Deceased animals, diapers, human or animal waste.
- 1.5.6 Municipal or Commercial solid waste, construction & demolition debris which includes large blocks of concrete, large sections or lengths of wood or large pieces of metal.
- 1.5.7 Organic waste of any kind, including food scraps, cooking oils, human or animal waste, and yard wastes such as leaves, sticks, branches, rocks, stones, mulch, compost, sand and dirt, trees, brush, grass clippings.

1.6 Additional Materials

As new markets open for recyclable items the MRF may accept the delivery of certain materials. These materials must be delivered in dedicated clean loads completely separate from the comingled single stream materials.

- 1.6.1 LDPE Plastic film and shrink wrap – accepted in dedicated loads in clean and dry condition.
- 1.6.2 Large sized (over two-gallon) HDPE and Polypropylene rigid plastic bins and containers: accepted in dedicated loads, containers must be completely empty. Note: 55 gallon drums are not included in this provision.

Questions regarding the safe or proper disposal for any item listed under the contaminants or prohibitive materials listings should be forwarded to Brian Card at (401) 942-1430 extension 140.



- Title:** **RIRRC MRF Municipal Recycling Transfer Policy**
- Purpose:** The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's (RIRRC) requirements for municipalities utilizing a transfer station or recycling center for shipping recyclable materials to the Johnston Materials Recycling Facility (MRF), and to establish a standard procedure to account for the transfer of municipal recyclables.
- Scope:** The provisions of this policy apply to all municipalities utilizing transfer stations or recycling centers for the shipment of recyclable materials to the Johnston MRF.
- Objectives:** The objectives of this Policy are to: 1) protect the public's investment in the Johnston MRF; 2) process recyclables of the highest possible quality; 3) maximize the return on the marketing of the recyclables; 4) assist Rhode Island municipalities in the efficient collection and shipping of recyclable materials; and 5) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality.
- Definitions:** For the purposes of this policy, all definitions contained in the RI Department of Environmental Management *Rules And Regulations For Composting Facilities And Solid Waste Management Facilities* (DEM-OWM-SW01-97 Sec 1.3.00), as well as the following definitions shall apply.
- “Municipal Transfer Station”** - shall mean a transfer station accepting materials from one, and only one, municipality and no commercial entities. For the purposes of this policy, two or more municipalities may act as one municipal entity in the Corporation’s view. In such case, the municipalities involved must have a written agreement, on file with the Corporation and signed by the appropriate officials from both municipalities, indicating the responsible party for billing and crediting purposes.
- “Regional Transfer Station”** – shall mean a transfer station accepting materials from more than one municipality, or, any commercial entity.
- “Transfer”** – shall mean to take recyclable material from collection vehicles and ultimately place in other transportation units for movement

to another solid waste management facility.

Policy:

All municipalities utilizing transfer stations or recycling centers for shipping recyclable material to the Johnston MRF must have written approval from RIRRC and be signatory to a RIRRC Solid Waste and Recycling Services Agreement. It remains the responsibility of the municipality to ensure the quality, and prevent loss of recyclable materials delivered to the Johnston MRF.

Municipalities requesting permission to transfer recyclables must demonstrate that a significant cost savings can be achieved (i.e., the distance to the Johnston MRF is great enough to warrant transfer).

RIRRC requires that all transfer stations and recycling centers utilized in the transfer of municipal recyclables to the Johnston MRF to have the following: 1) a current and valid RI Department of Environmental Management (RIDEM) operating license including a RIDEM approved operating plan for transfer stations, or in the case of recycling centers, a letter of approval from RIDEM; 2) RIRRC approval of any and all equipment used in the storage and handling of recyclable materials including but not limited to compacting equipment, roll-off containers and tipping ramps and platforms; and 3) a written agreement allowing RIRRC to perform unannounced inspections of the facility upon issuance of a written notice by RIRRC. This notice shall contain the justification for such inspections and the time interval that the inspections will last.

Additional requirements for regional transfer stations include: 1) a working and calibrated weighing facility; 2) a plan, approved by RIRRC, for transferring weight transaction information to RIRRC for accounting purposes including a means for verification of transaction weights by the appropriate municipal officers; and 3) written agreement to allow for inspections and periodic auditing of weight transaction records by RIRRC personnel.

Certification for the transfer of municipal recyclables will be issued for a period of time so that the expiration will coincide with the expiration of the RIDEM operating license for the transfer station utilized by the municipality.

Procedure:

The municipality is responsible for developing a plan to prevent contamination and loss of recyclable materials. All municipalities that transfer recyclable material to the Johnston MRF via a transfer station or recycling center shall submit a written request to the RIRRC Recycling Manager for approval to transfer municipal recyclables.

All requests must contain the following information: 1) names and addresses of the appropriate municipal or corporate officers responsible

for the operation of said transfer station or recycling facility; 2) copies of RIDEM license and operating plans for the facility; 3) if not included in the RIDEM operating plan, descriptions and specifications of all equipment including, but not limited to, compacting equipment, roll-off containers, and tipping ramps and platforms used in the handling and storage of recyclable material to be processed at the Johnston MRF.

Requests pertaining to regional transfer stations must also include: 1) a plan for the bi-annual calibration and certification of weighing facilities; 2) a plan describing means or mechanisms for keeping municipal materials separate from commercial materials; and 3) a plan for the transfer of weight transaction information to RIRRC for accounting purposes, including a means for verification of weight transaction information by the appropriate municipal officers.

Upon receipt of a request, the RIRRC Recycling Manager will arrange to inspect the facility (within 30 business days). The inspection will consist of, but not be limited to, visual inspection of the recyclable handling process including tipping and compacting of recyclable materials, and the verification of appropriate weighing facility calibration documentation.

If the request for certification and the facility meet the approval criteria, a certification will be issued (within 30 business days) pending the signing of an agreement that allows RIRRC personnel access, at any time, to all facilities associated with the handling and storage of recyclable materials to be processed at the Johnston MRF.

Certifications for the transfer of municipal recyclables will be valid for a period of time so that renewal of the certification will coincide with the RIDEM Operating License for the said transfer station. If either the municipality or the transfer station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan associated with the transfer of recyclable material, or any plans submitted as part of the certification request, a request in writing to the RIRRC Recycling Manager, must be made. A review and response to all such requests will be made within 10 business days. All approved alterations will be documented and amended to the original certification.

Certifications for the transfer of municipal recyclables may be revoked at any time if the municipality, or any commercial entity responsible for the collection and shipping of the municipality's recyclable material, is found to be in non-compliance with any of the provisions contained in: the RIDEM Operating Plan for the said transfer station, this policy, or any plans submitted as part of the certification request. Such municipalities will be notified immediately by the RIRRC Recycling Manager, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for

such revocation.

Exceptions: The above policy may have exceptions. Requests for exceptions from specific requirements and/or criteria, however, must be approved and supported by a reasonable written explanation and justification. The municipality is responsible for the preparation of the explanation and justification for the exception.

Attachments: Attachment 1: Board Resolution.

Attachment 2: Refrenced Correspondence.

Authority to Grant Exceptions: The Executive Director or Deputy Executive Director are authorized to grant exceptions to this policy.

Effective Date: October 21st, 1998

Note: Every request to transfer must be presented to the Board of Commissioners for approval.

Attachment 1



RESOLUTION

BE IT HEREBY RESOLVED THAT THE BOARD OF COMMISSIONERS, BASED UPON THE RECOMMENDATION OF THE FINANCE SUBCOMMITTEE, ADOPTS A POLICY ALLOWING THE TRANSFERRING OF RECYCLABLES ON A CASE BY CASE BASIS. SUCH POLICY SHALL INCORPORATE THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM DATED NOVEMBER 20, 1997, AND THE MEMORANDUM OF COMMISSIONER RAGOSTA DATED OCTOBER 5, 1998. ANY MUNICIPALITIES WHICH TRANSFER RECYCLABLES CONSISTENT WITH THE TERMS OF THIS POLICY MUST EXECUTE AN AMENDED SOLID WASTE AND RECYCLING SERVICES AGREEMENT TO REFLECT THE APPLICABLE TERMS.

65 Shun Pike
Johnston, RI 02919-4512
TEL: (401) 942-1430
FAX: (401) 946-5174
www.rirrc.org

Attachment 2

Dominic L. Ragosta, CPA

25 Debbie Drive
Cranston, RI 02921

October 5, 1998

Sherry Giarrusso-Mulhearn
65 Shun Pike
Johnston, RI 02919

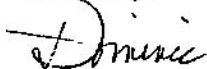
Dear Sherry:

After my review of the staff memorandum dated July 24, 1998 regarding Recycling Transfer Policy, and consideration of the macro issues involved (outlined in a separate enclosed memorandum), I am of the opinion that the finance committee should recommend to the board of commissioners the following:

RIRRC grant its approval to allow the interim disposal of materials to independently-owned transfer stations prior to their final delivery to our site. This approval should be on a case-by-case basis and be contingent upon a reaffirmation of all contractual terms with the municipality. RIRRC should build "put or pay" trash contract terms into our agreements and add language which will provide safeguards to control/prevent pilfering and mixing of materials (and give the agency recourse in the event of defaults). To that end, in addition to our own contractual amendments, I strongly suggest that we require the municipality to amend its contract with its collection company to reflect language that clearly defines the collection company's role as a transport agent and the transfer station owner's status as a mere facilitator with absolutely no title or interest in any materials temporarily held on their site.

I hope this decision shows my desire to achieve a private/public sector partnership while at the same time providing cost effective/efficient and environmentally safe disposal choices. As you know this is not an easy equation to balance in an emerging marketplace and given some statutory limits and goals.

Sincerely,



DOMINIC L. RAGOSTA



MUNICIPAL LEAF AND YARD DEBRIS CAP SHARING POLICY

EFFECTIVE 2/19/10 (Revised 2011)

1. POLICY

- 1.1. Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (the Corporation) hereby establishes the following program for the purpose of facilitating the sharing of municipal leaf and yard (L&Y) debris cap, heretofore described as L&Y cap transfer, amongst Rhode Island municipalities.
- 1.2. Rhode Island Resource Recovery Corporation will administer all provisions of this policy.

2. SCOPE

- 2.1. This policy applies to all Rhode Island municipalities.

3. RESPONSIBILITY

- 3.1. The Executive Director has overall responsibility for this policy.
- 3.2. The Director of Recycling Services is responsible for the implementation and daily administration of this policy.
- 3.3. The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.
- 3.4. The Municipalities are responsible for initiating the cap transfer process amongst themselves.

4. GENERAL GUIDELINES

- 4.1. The Corporation shall allow L&Y cap transfers as described below.
- 4.2. Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.
- 4.3. Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.

Attachment 4

- 4.4. A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
- 4.5. L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.
- 4.6. Transferred cap shall not be applied to a municipal account retroactively so as to receive a credit against already incurred over the L&Y cap charges. Additional L&Y cap should be requested before the overage occurs. No credits shall be granted.
- 4.7. Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.
 - 4.7.1. Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
 - 4.7.2. Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
 - 4.7.3. L&Y cap shall not be transferred from one fiscal year to another.
 - 4.7.4. L&Y cap shall not be borrowed from subsequent fiscal years.
 - 4.7.5. Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
 - 4.7.6. Municipalities are under no obligation to transfer L&Y cap.

5. LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES

5.1. RIRRC PROCESS

- 5.1.1. The Corporation will provide the municipalities with a list of all municipal L&Y caps for the current fiscal year (FY10) and shall make the list available for subsequent fiscal years at the same time the municipal solid waste caps are distributed. On the first list of the year, it shall be assumed that all municipalities have unused cap available to transfer. This list shall include, at a minimum, the following information:

- (a) Municipality Name
- (b) Original L&Y Cap Amount
- (c) L&Y Cap Amount Available for Transfer

Attachment 4

(d) L&Y Cap Amount Available to Receive

- 5.1.2. The Corporation shall process transfers according to Section 5.3 below.
- 5.1.3. The Corporation shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- 5.1.4. The Corporation shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

5.2. MUNICIPAL PROCESS:

- 5.2.1. Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- 5.2.2. A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- 5.2.3. The Requestor shall ask for a specific tonnage of L&Y cap when requesting a transfer. The Requestor shall sign the form provided by the Corporation authorizing the acceptance of the L&Y cap transfer.
- 5.2.4. The Owner shall sign the Requestor's form indicating approval to transfer the L&Y cap amount from the Owner's municipal L&Y cap to the Requestor's municipal L&Y cap.
- 5.2.5. Either the Owner or the Requestor shall forward the co-signed form to the Corporation in one of the following manners (if emailed, the form should be sent as a legible scan or electronically signed file. If illegible, RIRRC reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

(a) U.S. Postal Service addressed to:

RIRRC
65 Shun Pike
Johnston, RI 02919
Attn: Steve Pietrantozzi

(b) Fax to:

942-0239
Attn: Steve Pietrantozzi

Attachment 4

(c) Email to:
stevep@rirrc.org

(d) Hand delivery to Steve Pietrantozzi

5.3. RIRRC SCALEHOUSE PROCESS:

- 5.3.1. Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse Manager or his designee shall complete the transfer as agreed upon. The transferred L&Y cap shall be available to the approved Requestor no later than the following business day.
- 5.3.2. The Scalehouse Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- 5.3.3. The Scalehouse Manager shall provide an updated L&Y cap list to the Director of Recycling Services for distribution to the municipalities.
- 5.3.4. A copy of the fully executed transfer form shall be attached to both municipalities' solid waste contracts for the fiscal year in which the transfer occurred.



Rhode Island Resource Recovery Corporation Facility Rules

Ensuring the safety of our employees, customers, and visitors onsite is our top priority. These guidelines are divided into three sections –Legal, Personal and Site Safety, and Operations. Failure to follow the site rules can result in rejection of the waste load or banning of the driver from the premises.

Legal

1. All drivers shall possess an active driver's license, registration and proof of insurance in accordance with state law. RIGL 31-10-1, 31-3-1, 31-47-9.
2. All loads entering the facility must be completely covered to prevent any waste from blowing off the load and causing litter en route to the site. All tarps must be in good repair and completely cover the open top of the load. RIGL 31-25-9 and 31-25-10, \$85.00 fines by police.
3. No smoking is allowed on site except in designated smoking areas.
4. No regulated or Hazardous waste is accepted at this facility.
5. Disposing Out-of-State Waste (waste not generated in Rhode Island) at the Central Landfill is felony crime and shall be punishable by imprisonment up to (3) three years and a **\$50,000 fine**.
6. Weapons and violence of any type will not be tolerated on the premises.
7. Use of the facility is at your own risk, we do not accept responsibility for damage to vehicles.

Personal and Site Safety

1. Be prepared to stop/slow down at front entrance as security is present.
2. Tail gates and turnbuckles must be closed and latched before leaving the working areas.
3. No driver shall pass behind any vehicle or pass underneath a raised tailgate.
4. All customers will be required to wear high visibility vests at all times on site. Any customer not wearing a high visibility vest will not be allowed to use the RIRRC facility.
5. No minors are allowed out of the vehicle at any time.

Attachment 5

6. The speed limit on site is 15 MPH. All drivers are expected to follow rules and regulations regarding traffic control devices on the site premises. No passing is allowed on the premises.
7. Sturdy puncture resistant work boots are required on site, no tennis shoes or open toed shoes are allowed.
8. RIRRC requires immediate notice of any accident or incident to our security department or the nearest RIRRC employee.

Operations

1. All visitors must report to the Main Building “A” and check in with the receptionist.
2. The RIRRC facility accepts waste Monday through Friday from 6 a.m. to 3:45 p.m. and Saturday from 6 a.m. to 12 p.m. On holiday weeks the facility will remain open until 2 p.m. on Saturdays. The final loads must be on the scale no later than the last receipt times stated above.
3. Removal of tarp/cover is allowed only in the working face area, near the tipping facility or near the recovermat facility. No tarps should be removed on the scales or along roadways prior to these areas to prevent blowing litter.
4. Drivers are expected to adhere to the directions of the waste inspector/spotter.
5. All trucks will sweep open top boxes, rear tail gates and bumpers off at the designated locations before leaving the area to prevent materials from falling off outside the gate and causing a nuisance or an unsafe condition.
6. This site performs random load inspections. If you are selected for a random check please cooperate with site personnel to avoid unnecessary delays.
7. Only the driver is allowed to exit his vehicle in the working area. If the driver exits the vehicle, he/she must stay in close proximity to the truck. No wandering around, or salvaging is allowed.
8. If your truck becomes stuck we will tow your truck out of the traffic pattern with your driver’s permission. If that becomes necessary we require the driver of the truck to hook the tow chain, cable or strap to his/her vehicle to prevent damage. We will connect the tow device to the landfill equipment. All tows at the landfill are only to remove the stuck vehicle from the traffic pattern, any tow necessary beyond that is the responsibility of the hauler.
9. During inclement weather, exiting trucks may be diverted through wheel washers or may be required to hose off before leaving the site to prevent mud tracking on the public roadways. If the wheel wash diversion lane is in use, you are required to use it, no bypassing is allowed.

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY THE CORPORATION

And

THE TOWN OF JAMESTOWN

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (Agreement), made and entered into as of this _____ day of _____, 2014 by and jointly between RHODE ISLAND RESOURCE RECOVERY THE CORPORATION, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and **THE TOWN OF JAMESTOWN**, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 93 Narragansett Avenue, Jamestown, RI 02835. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement is a three-year period from July 1, 2014 through June 30, 2017. **The effective date of this Agreement shall commence on the date first appearing above** and end on June 30, 2017, unless sooner terminated or extended as provided herein. Fiscal Year 2015 is the one-year period from July 1, 2014 through June 30, 2015, Fiscal Year 2016 is the one-year period from July 1, 2015 through June 30, 2016, and Fiscal Year 2017 is the one-year period from July 1, 2016 through June 30, 2017.
2. **DISPOSAL OF SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a. provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b. pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c. assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party.

This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above except where Municipality has implemented a commercial recycling program for which it has assumed responsibility for collection, either directly by municipal employees or through a

contract or license.

- 3. COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW and Recyclables delivered to the Corporation's Facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any Facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's vehicle, whether or not it has been off-loaded. The Corporation's Customer Safety Rules are attached as **Attachment 5**.
- 4. FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation \$32 per ton for the disposal of all its non-segregated MSW up to its annual Cap Tonnage.

During the term of this Agreement, Municipality agrees to pay the Corporation the lower of either \$75.00/ton OR the 1000-ton commercial solid waste contract fee, which is currently \$54/ton, for disposal of all MSW in excess of its annual Cap Tonnage.

"Cap Tonnage" means the MSW tonnage established by the Corporation for each municipality. The MSW Cap is calculated in accordance with Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure", adopted by the RI Secretary of State June 6, 2012 (**Attachment I**). The target waste diversion rate used in the cap calculation procedure is 35 percent (35%). The Cap shall be adjusted each year according to the established Rule. The new municipal Cap shall be distributed to no later than May 1 and shall constitute an addendum to this Agreement.
- 5. BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the disposal of MSW at the Landfill and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
- 6. EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly as stated in Section 5 with the issuance of each month's invoice.
- 7. AGREEMENT EXECUTION DEADLINE.** MUNICIPALITY shall return a fully executed Agreement to the Corporation by close of business **August 1, 2014**. The 1000-ton commercial contract solid waste disposal fee as referenced above shall be charged to MUNICIPALITY for each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, after which the MSW rate as set in Section 4 shall be applied. There shall be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to MUNICIPALITY during the time MUNICIPALITY was disposing MSW without a fully executed Agreement past the Agreement Execution Deadline.

8. DELIVERY OF RECYCLABLES FOR PROCESSING. MUNICIPALITY agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Recyclables which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver recyclables elsewhere. MUNICIPALITY must request in writing permission from the Director of Recycling Services to direct MRF allowable recyclables to an alternate recycler. Requests will be considered on an annual basis. The Corporation agrees to process and market one hundred percent (100%) of said Recyclables that are delivered in saleable condition, for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Recyclables" generally includes but are not limited to materials generated by a household during the normal course of the day and which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Accepted MRF recyclables, and their acceptance criteria, are listed in **Attachment 2**. MUNICIPALITY agrees to deliver these Recyclables regardless of whether these Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program pursuant to revisions of the RI Department of Environmental Management Municipal Recycling Regulations, and would therefore be subject to the terms of this Agreement.

a. Moisture Prohibition. Municipality shall take every precaution to ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet to process, meaning saturated with liquid, shall be subject to rejection. Such determination shall be made by the MRF Operations Supervisor and shall be binding. Rejected loads will be recoded as MSW, be taken to the landfill for disposal, and a disposal fee equal to \$32/ton (if under the cap) or \$54/ton (if over the cap) shall be charged to the municipality. An equipment use fee will also be applied to rejected loads.

9. TRANSFER OF RECYCLABLES. MUNICIPALITY must apply to the Corporation in writing for permission to use a transfer station to transfer Recyclables from a curbside collection vehicle to a trailer truck for transport to the MRF. Recyclables can be transferred only if the Corporation grants, in writing, permission to do so under the following conditions:

- a.** The transfer station to be used by municipality must be initially inspected and certified by the Corporation before the transfer of Recyclables can begin.
- b.** Municipality must fully comply with all terms and conditions of the Corporation's Recyclables Transfer Policy (see **Attachment 3**).
- c.** Municipality must demonstrate to the Corporation's satisfaction that the transfer of Recyclables according to the aforementioned Recyclables Transfer Policy will result in a significant cost saving.
- d.** The Corporation shall retain the right to additionally inspect the transfer station with respect to the transfer of Recyclables. If the transfer station is privately-owned, the Corporation's inspection rights must be granted before permission to transfer Recyclables is granted.
- e.** The Corporation also reserves the right to audit any weight transaction reports pertaining to the transfer of Municipality's Recyclables.
- f.** If the Recyclables Transfer Policy or any part of this Section 9 is violated in any way by Municipality or Municipality's hauler for any reason, the Corporation may terminate this Agreement.

10. MUNICIPAL RECYCLABLES TIP FEE FREE. Municipal Recyclables, as delineated in Section

8 and Attachment 2 of this Agreement, shall be delivered to the MRF at 33 Shun Pike, Johnston by Municipality and accepted for processing by the Corporation tip fee free, pursuant to RIGL 23-19-31.

11. DISPOSAL FEES FOR OTHER MATERIALS. PROPOSED FEES EFFECTIVE FISCAL YEAR 2015 (Some fees are determined by State Statute and may be subject to change as decided by the General Assembly; Fees are pending RIRRC Board of Commissioners approval):

a. White Goods. MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for white goods, and when applicable, a \$12.00 per unit Freon Removal Fee.

b. Leaf & Yard Waste. For the term of this agreement and pursuant to RIGL 23-19-3, MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&Y Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide Planning Population Projections) by .025 tons. Leaf and yard waste caps shall be adjusted annually. MUNICIPALITY agrees to pay the Corporation \$25.00 per ton for the disposal of all leaf and yard waste in excess of its annual leaf and yard waste cap. The over the cap fee for L&Y is established by the General Assembly, and as such is subject to change as they determine. The L&Y Cap shall be adjusted each year according to the established Rule, "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure". The new L&Y Cap shall be distributed to MUNICIPALITY no later than May 1 and shall constitute an addendum to this Agreement.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Leaf and Yard Waste Cap Sharing Procedure is attached to this Agreement as **Attachment 4**.

c. Tires. Municipality agrees to pay the Corporation:

- 1) A fee of \$50.00 per ton for segregated loads of waste tires, or
- 2) A fee of \$2.50 per segregated waste tire.

MUNICIPALITY is encouraged to find an alternate disposal or recycling option for tires.

d. Mattresses and Box Springs. Municipality agrees to pay the Corporation:

- 1) A fee of \$250.00 per ton for segregated loads of mattresses and/or box springs, or
- 2) A fee of \$15.00 per unit for segregated mattresses and/or box springs, or
- 3) A fee of \$50.00 per unit for landfilled mattresses and box springs.

Commencing in calendar year 2015, mattresses and box springs will be subject to RIGL 23-88, the Responsible Recycling, Reuse, and Disposal of Mattresses Act. This Act is a manufacturer financed recycling program; MUNICIPALITY shall not be required to participate in the manufacturer program, however MUNICIPALITY is highly encouraged to do so. It is the hope that the Mattress Recycling Council will be able to begin the program in late 2015, however their start date may not be until early 2016.

e. Construction and Demolition Debris (C&DD). Acceptable Municipal C&DD is only

that material as defined by RI Department of Environmental Management Solid Waste Regulation 1.3.47 that is delivered by a municipality. Municipal C&DD tonnage is considered MSW and will be applied against the municipality's annual Cap Tonnage as defined in Section 4 and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&DD.

f. Rejected Loads. There will be a **\$250 equipment use and reload fee** assessed for any load of municipal recyclables that are rejected by the MRF and that must be reloaded into a vehicle. The tonnage associated with the rejected load will be charged to the municipality at its MSW rate.

MRF Load Inspection and Rejection Procedure

Inbound loads of recyclable material are inspected by the MRF staff to ensure that the minimum quality standards are met. The minimum quality standard is defined as a load having no more than 10% of non-recyclable material by either weight or volume. (See Attachment 2 for recyclable material specifications). Loads may also be rejected upon discovery of items that would cause damage to MRF equipment or personnel, such as, but not limited to, garden hoses, chains, cables, bricks, dead animals, propane tanks, or metal pipes. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the MUNICIPALITY verbally and electronically (e-mail) regarding any rejected loads. This notification will occur verbally no later than the close of business on the day of the rejected load, with electronic detail following within 48 hours of the rejection. Rejected loads are subject to a \$250 equipment use fee, due to required cleanup of tipping floor and hauling rejected materials to the landfill. Continued failure of a customer to meet the minimum quality standards could result in the termination of the agreement. MUNICIPALITY shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

12. COMPOST FOR CONTRACT MUNICIPALITIES. The Corporation will, from time to time, make finished compost available free of charge to those municipalities with Solid Waste and Recycling Services Agreements who have **also** delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to pick up free compost for their use.

13. RECYCLING INCENTIVES.

As recommended by the RI Solid Waste Management Plan adopted by the RI Department of Administration Statewide Planning Program, the Corporation will continue its municipal recycling funding program to assist Rhode Island municipalities with the cost of improving waste reduction and recycling programs in order to achieve increased waste diversion rates. To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:

a. When Corporation finances allow, a MRF profit share shall be offered to eligible municipalities. MRF profit share that will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF Commodities less: all direct

operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. MUNICIPALITY must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Profit Share Annual Reporting Form" to record and report to the Corporation the use or intended use of the prior year's profit share. The Annual Reporting Form is available from the Recycling Program Manager and shall be due to the Corporation by August 1.

Condition - The Corporation will offset any and all profit share funds from any municipality with a receivable greater than 60 days on the Corporation's monthly Account Receivable Aged Balance Report.

- b. When Corporation finances allow, a competitive waste reduction and recycling program enhancement grant program will provide funding for RIRRC approved municipal proposals for enhanced recycling programs or procedures which support the Corporation's objectives of increasing waste diversion. Grant awards must be used solely for the purpose and program for which the municipality's grant application has been approved. Grants are not transferable, either year to year or entity to entity.
- c. A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins (excludes totes/carts, deskside, apartment sized, and other specialty recycling containers).
- d. A Fiscal Year-End Tip Fee rebate shall be applied in the following manner to those municipalities that qualify:
 - (1) Base Level Tip Fee: Thirty-two dollars (\$32.00) per ton for any municipality that recycles between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.
 - (2) One Dollar (\$1.00) Per Ton Rebate: Thirty-one dollars (\$31.00) per ton for any municipality that recycles between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
 - (3) Two Dollars (\$2.00) Per Ton Rebate: Thirty dollars (\$30.00) per ton for any municipality that recycles between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
 - (4) Three Dollars (\$3.00) Per Ton Rebate: Twenty-nine dollars (\$29.00) per ton for any municipality that recycles thirty-five percent (35%) or more of its solid waste at the MRF.
 - (5) The Corporation shall issue a rebate not later than September 1 of each year to those municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the municipality's current-year signed solid waste and recycling services agreement with the corporation.

14. **INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW, including Segregated Solid Waste and Recyclable materials, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to

abide by the terms of this Agreement.

15. TERMINATIONS AND REMEDIES.

TERMINATIONS. This Agreement may be terminated due to:

- a. Breach of any duty and/or obligation under this Agreement which is not cured within thirty days of notice by either party.
- b. Change of circumstances which prohibit or significantly impair either party's ability to perform its duties and/or obligations under this Agreement.
- c. The Corporation has the absolute right in its sole discretion to terminate this Agreement and prohibit any deliveries if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. MUNICIPALITY shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

REMEDIES. Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

- a. commence an action for damages and for injunctive relief;
- b. pursue any other remedies available to it by law; and/or
- c. The Corporation may refuse to provide Municipality with any Solid Waste Disposal or Recycling services or Municipality may refuse to bring all Solid Waste and Recyclables to The Corporation's facilities.

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

16. UNACCEPTABLE MATERIALS. Neither Solid Waste nor Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for disposal at the Central Landfill.

17. LICENSE RESTRICTIONS AND REQUIREMENTS. The Corporation is currently utilizing the Phase V landfill cell to dispose of MSW and may begin to use Phase VI during the course of this agreement. Municipality agrees to be bound by any additional requirements and/or restrictions,

which may be imposed by the RI Department of Environmental Management as a requirement of the Phase V and Phase VI operating license or by a change in the regulations.

- 18. HOURS OF OPERATION.** The normal hours for receiving Solid Waste at the Landfill are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 2:00 p.m. on Saturday). Normal hours for receiving recyclables on the Tip Floor at the MRF are 6:00 a.m. to 4:00 p.m. Monday through Friday, and Saturday 6:00 a.m. to noon. Collection vehicles must be weighed in no later than 3:30 p.m. Monday through Friday, and no later than 11:30 a.m. on Saturday. The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official State of Emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the Executive Order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.
- 19. ASSIGNMENTS** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality, which shall have the option to terminate this Agreement within fifteen (15) days of receiving the notice provided, however, that Municipality shall have no termination option if the sale or assignment is to an entity or agency of the State of Rhode Island.
- 20. INDEMNIFICATION.**

 - a.** Corporation agrees to indemnify, save harmless, and defend Municipality from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, caused, in whole or in part, by any negligent or willful act or omission of Corporation's employees, agents, or contractors in the performance of this Agreement; or any violation by Corporation of any applicable law, rule, or regulation.
 - b.** Municipality agrees to indemnify, save harmless, and defend Corporation from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Corporation may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on Corporation's property or the environment, caused, in whole or in part by any negligent or willful act or omission of Municipality's employees, agents, or contractors in the performance of this contract; or any violation by Municipality of any applicable law, rule, or regulation.
- 21. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

- 22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
- 23. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing.
- 24. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: _____ Dated: _____
 Michael J. OConnell, Executive Director

BY: _____ Dated: _____
 Sarah Kite-Reeves, Director of Recycling Services

FOR THE MUNICIPALITY:

BY: _____ Dated: _____
 (SIGNATURE)

 (NAME PRINTED OR TYPED)

Title: _____

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

_____ Dated: _____
 (SIGNATURE)

 (NAME PRINTED OR TYPED)
 Solicitor for **THE TOWN OF JAMESTOWN**



April 7, 2014

Greetings,

Enclosed is your municipality's *Solid Waste and Recycling Services Agreement* (Agreement) with the Rhode Island Resource Recovery Corporation (RIRRC) for **Fiscal Years 2015-17**, which encompass the one-year periods beginning July 1, 2014 and ending June 30, 2015, beginning July 1, 2015 and ending June 30, 2016, and beginning July 1, 2016 and ending June 30, 2017.

The price for Municipal Solid Waste (MSW), disposal code 201, remains unchanged from the previous years' agreement, at \$32.00 per ton. However, RIRRC expects that this will be the final contract where this price will be in effect. Landfilling currently costs RIRRC \$43.00 per ton, far above the subsidized municipal disposal fee. RIRRC's mission is to provide cost effective, efficient, and environmentally safe disposal for Rhode Island's cities and towns. We do not need to make a profit, but we do need enough revenue to pay our bills and provide for the future infrastructure needs to manage Rhode Island's waste. We are in the process of exploring municipal disposal fee financing options, and would greatly appreciate your input.

This Agreement is based on the prior years' agreement, with some modifications. There are several pricing changes to ancillary materials, as well as program initiatives expected to begin over the next two years:

Pricing:

- **Tires:** Due to the closing of the tire burning plant in Sterling, CT, per ton tire disposal prices have increased. The new price per ton is \$50.00. You are highly encouraged to seek alternate solutions for tires. The single tire price has decreased to \$2.50 each. We typically do not receive more than four tires at a time from the general public. More than four tires usually triggers the minimum weight/minimum disposal fee of \$25.00. If someone brings us just one or two tires, we don't want them to pay more than is reasonable. Additionally, the assessment for landfilled tires has been eliminated.
- **Mattresses:** Individual unit (mattress or box spring) pricing has increased to \$15 per unit. The per ton price remains the same. You are highly encouraged to seek alternate solutions for mattresses.
- **Equipment Use Fee:** Rejected loads from the Materials Recycling Facility (MRF) will now be priced at the same rate as landfill loads that require us to use our equipment to assist the customer. The old MRF rejected load rate was \$100.00 per load. The new MRF rejected load rate is \$250.00 per rejection. Loads that are considered to have excess moisture may be subject to rejection. Excess moisture is determined by the MRF Operations Supervisor, and is considered to be loads that are saturated with liquid and unable to be processed.

Program:

- **Paint:** The PaintCare paint recycling program expects to begin sometime in the summer of 2014. You may continue to direct residents to the Eco-Depot, or you may direct residents to local paint collection sites. The sites will be listed on the PaintCare website as well as the RIRRC website. There is no charge to residents to drop-off program covered products. If your community has a transfer station, you will be contacted by PaintCare soliciting your participation. You are under no obligation to participate, but are encouraged to do so.

65 Shun Pike Johnston, RI 02919-4512
Tel: (401) 942-1430 Fax: (401) 946-5174
www.rirrc.org

- **Mattresses:** The mattress producer responsibility program expects to begin in late 2015 or early 2016. As of April 2014, program details were still being developed, however when the program begins, there will no longer be a charge to municipalities for mattress disposal. You may be contacted by the Mattress Recycling Council to host a drop-off site, particularly if your community has a transfer station or recycling center. You are under no obligation to participate, but are encouraged to do so.

Other Changes:

- **Construction & Demolition Debris (C&DD):** Due to the law passed in 2012 banning RIRRC from using C&DD as alternate daily cover, we no longer grind this material and instead dispose it as solid waste. Because we do not have an alternate use for the material, we are unable to code it as such. Please be advised that any municipal C&DD brought to RIRRC will continue to be coded as MSW and will count against your municipal cap, as per the RIRRC memo to municipalities dated April 2, 2012. **You are highly encouraged to seek alternate solutions for C&DD.**
- **Recycling Profit Share Reporting Form:** A reporting form has been created to document your community's use of the recycling profit share. The form will be due August 1 the year following the profit share distribution. For example, the form due August 1, 2014 will cover the use of the profit share from September 2013-July 2014, and will be mentioned in the press materials for the profit share event in September 2014. Your community's usage may be highlighted as an example.

Please keep in mind that only materials on the DEM Mandatory Recyclables list and MSW are required to come to RIRRC facilities. You are within your rights to divert non-mandatory recyclables elsewhere. You may not, however, direct mandatory recyclables to other facilities without express written permission from RIRRC. For all materials diverted from RIRRC, please keep accurate and verifiable records detailing the weight of the diverted items to be included in your annual report, due to RIRRC each February.

Please sign and return the enclosed Agreement by close of business (4:30 PM) August 1, 2014. After the Corporation receives your signed copy, we will then sign the contract and forward to you a copy of the fully-executed agreement. For each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, the 1000-ton commercial contract solid waste disposal fee (\$54) will be charged to the municipality for all MSW, until RIRRC receives the signed Agreement. After receiving the signed Agreement, the municipal solid waste rate of \$32 per ton shall be applied. There will be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to the municipality during the time the municipality was disposing MSW without a fully executed Agreement past the Agreement execution deadline.

If you have any questions, please do not hesitate to call me at 228-3112.

Sincerely,



Sarah Kite-Reeves
Director of Recycling Services

Enclosure

CC: Michael O'Connell, Executive Director
Dean Huff, CFO

65 Shun Pike Johnston, RI 02919-4512
Tel: (401) 942-1430 Fax: (401) 946-5174
www.rirrc.org

FY2015 Municipal Solid Waste Cap Allotments

<i>Municipal Sector Waste Generation</i>	491,678
<i>Diversion Reduction</i>	35.00%
<i>Statewide Cap</i>	319,591
<i>Assumed Seasonal Months</i>	3.5

Municipality	FY2014 Cap Allotment	2015 Population Projection	Seasonal Housing Units	Occupants Per Seasonal Housing Unit	Seasonally Adjusted Population	FY2015 Solid Waste Cap w/Seasonal Adjustment (tons)	Increase (tons)	Percent	Yard Waste Cap
Barrington	4,813	16,068	118	3	16,171	4,863	50	1.0%	402
Bristol	6,808	22,872	300	3	23,135	6,957	150	2.2%	572
Burrillville	4,737	15,762	230	3	15,963	4,801	63	1.3%	394
Central Falls	5,683	19,408	5	3	19,413	5,838	155	2.7%	485
Charlestown	2,718	8,087	1,648	3	9,529	2,866	148	5.4%	202
Coventry	10,326	35,429	228	3	35,629	10,714	389	3.8%	886
Cranston	23,618	79,960	182	3	80,120	24,094	476	2.0%	1,999
Cumberland	9,838	33,946	53	3	33,992	10,222	384	3.9%	849
East Greenwich	3,870	13,270	61	3	13,323	4,007	136	3.5%	332
East Providence	13,812	45,342	77	3	45,409	13,656	(157)	-1.1%	1,134
Exeter	1,899	6,574	58	3	6,625	1,992	93	4.9%	164
Foster	1,354	4,633	15	3	4,646	1,397	43	3.2%	116
Glocester	2,903	9,773	177	3	9,928	2,986	82	2.8%	244
Hopkinton	2,424	8,349	88	3	8,426	2,534	110	4.6%	209
Jamestown	1,705	5,451	469	3	5,861	1,763	57	3.4%	136
Johnston	8,451	28,780	58	3	28,831	8,670	219	2.6%	719
Lincoln	6,201	21,444	47	3	21,485	6,461	261	4.2%	536
Little Compton	1,217	3,473	752	3	4,131	1,242	25	2.1%	87
Middletown	4,823	15,282	339	3	15,579	4,685	(138)	-2.9%	382
Narragansett	5,247	15,934	2,314	3	17,959	5,401	154	2.9%	398
New Shoreham	1,058	1,093	1,253	7	3,651	1,098	40	3.7%	27
Newport	7,597	23,373	1,414	3	24,610	7,401	(196)	-2.6%	584
North Kingstown	7,862	26,673	374	3	27,001	8,120	257	3.3%	667
North Providence	9,420	31,612	55	3	31,660	9,521	101	1.1%	790
North Smithfield	3,514	11,952	21	3	11,971	3,600	85	2.4%	299
Pawtucket	20,882	69,617	76	3	69,683	20,956	74	0.4%	1,740
Portsmouth	5,325	17,315	882	3	18,086	5,439	114	2.1%	433
Providence	52,299	178,519	362	3	178,836	53,780.65	1,481	2.8%	4,463
Richmond	2,271	8,199	41	3	8,235	2,476	206	9.1%	205
Scituate	3,040	10,326	42	3	10,363	3,116	77	2.5%	258
Smithfield	6,299	21,640	61	3	21,694	6,524	224	3.6%	541
South Kingstown	9,579	31,643	2,318	3	33,671	10,126	547	5.7%	791
Tiverton	4,706	15,833	308	3	16,102	4,842	136	2.9%	396
Warren	3,142	10,286	118	3	10,389	3,124	(17)	-0.6%	257
Warwick	24,366	80,619	486	3	81,044	24,372	6	0.0%	2,015
West Greenwich	1,808	6,615	36	3	6,647	1,999	191	10.5%	165
West Warwick	8,579	28,728	75	3	28,794	8,659	80	0.9%	718
Westerly	7,167	22,782	1,890	3	24,436	7,348	182	2.5%	570
Woonsocket	12,089	39,666	46	3	39,706	11,941	(148)	-1.2%	992
Total	313,450	1,046,327	17,077		1,062,731	319,591	6,140	2.0%	26,158

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY THE CORPORATION

And

THE TOWN OF JAMESTOWN

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (Agreement), made and entered into as of this _____ day of _____, 2014 by and jointly between RHODE ISLAND RESOURCE RECOVERY THE CORPORATION, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and **THE TOWN OF JAMESTOWN**, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 93 Narragansett Avenue, Jamestown, RI 02835. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement is a three-year period from July 1, 2014 through June 30, 2017. **The effective date of this Agreement shall commence on the date first appearing above** and end on June 30, 2017, unless sooner terminated or extended as provided herein. Fiscal Year 2015 is the one-year period from July 1, 2014 through June 30, 2015, Fiscal Year 2016 is the one-year period from July 1, 2015 through June 30, 2016, and Fiscal Year 2017 is the one-year period from July 1, 2016 through June 30, 2017.
2. **DISPOSAL OF SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a. provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b. pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c. assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party.

This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above except where Municipality has implemented a commercial recycling program for which it has assumed responsibility for collection, either directly by municipal employees or through a

contract or license.

- 3. COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW and Recyclables delivered to the Corporation's Facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any Facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's vehicle, whether or not it has been off-loaded. The Corporation's Customer Safety Rules are attached as **Attachment 5**.
- 4. FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation \$32 per ton for the disposal of all its non-segregated MSW up to its annual Cap Tonnage.

During the term of this Agreement, Municipality agrees to pay the Corporation the lower of either \$75.00/ton OR the 1000-ton commercial solid waste contract fee, which is currently \$54/ton, for disposal of all MSW in excess of its annual Cap Tonnage.

"Cap Tonnage" means the MSW tonnage established by the Corporation for each municipality. The MSW Cap is calculated in accordance with Rule "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure", adopted by the RI Secretary of State June 6, 2012 (**Attachment I**). The target waste diversion rate used in the cap calculation procedure is 35 percent (35%). The Cap shall be adjusted each year according to the established Rule. The new municipal Cap shall be distributed to no later than May 1 and shall constitute an addendum to this Agreement.
- 5. BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the disposal of MSW at the Landfill and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
- 6. EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within 20 days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly as stated in Section 5 with the issuance of each month's invoice.
- 7. AGREEMENT EXECUTION DEADLINE.** MUNICIPALITY shall return a fully executed Agreement to the Corporation by close of business **August 1, 2014**. The 1000-ton commercial contract solid waste disposal fee as referenced above shall be charged to MUNICIPALITY for each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, after which the MSW rate as set in Section 4 shall be applied. There shall be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to MUNICIPALITY during the time MUNICIPALITY was disposing MSW without a fully executed Agreement past the Agreement Execution Deadline.

8. DELIVERY OF RECYCLABLES FOR PROCESSING. MUNICIPALITY agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Recyclables which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver recyclables elsewhere. MUNICIPALITY must request in writing permission from the Director of Recycling Services to direct MRF allowable recyclables to an alternate recycler. Requests will be considered on an annual basis. The Corporation agrees to process and market one hundred percent (100%) of said Recyclables that are delivered in saleable condition, for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Recyclables" generally includes but are not limited to materials generated by a household during the normal course of the day and which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Accepted MRF recyclables, and their acceptance criteria, are listed in **Attachment 2**. MUNICIPALITY agrees to deliver these Recyclables regardless of whether these Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program pursuant to revisions of the RI Department of Environmental Management Municipal Recycling Regulations, and would therefore be subject to the terms of this Agreement.

a. Moisture Prohibition. Municipality shall take every precaution to ensure that recyclables are delivered to the MRF free of excess moisture. Loads that are determined to be too wet to process, meaning saturated with liquid, shall be subject to rejection. Such determination shall be made by the MRF Operations Supervisor and shall be binding. Rejected loads will be recoded as MSW, be taken to the landfill for disposal, and a disposal fee equal to \$32/ton (if under the cap) or \$54/ton (if over the cap) shall be charged to the municipality. An equipment use fee will also be applied to rejected loads.

9. TRANSFER OF RECYCLABLES. MUNICIPALITY must apply to the Corporation in writing for permission to use a transfer station to transfer Recyclables from a curbside collection vehicle to a trailer truck for transport to the MRF. Recyclables can be transferred only if the Corporation grants, in writing, permission to do so under the following conditions:

- a.** The transfer station to be used by municipality must be initially inspected and certified by the Corporation before the transfer of Recyclables can begin.
- b.** Municipality must fully comply with all terms and conditions of the Corporation's Recyclables Transfer Policy (see **Attachment 3**).
- c.** Municipality must demonstrate to the Corporation's satisfaction that the transfer of Recyclables according to the aforementioned Recyclables Transfer Policy will result in a significant cost saving.
- d.** The Corporation shall retain the right to additionally inspect the transfer station with respect to the transfer of Recyclables. If the transfer station is privately-owned, the Corporation's inspection rights must be granted before permission to transfer Recyclables is granted.
- e.** The Corporation also reserves the right to audit any weight transaction reports pertaining to the transfer of Municipality's Recyclables.
- f.** If the Recyclables Transfer Policy or any part of this Section 9 is violated in any way by Municipality or Municipality's hauler for any reason, the Corporation may terminate this Agreement.

10. MUNICIPAL RECYCLABLES TIP FEE FREE. Municipal Recyclables, as delineated in Section

8 and Attachment 2 of this Agreement, shall be delivered to the MRF at 33 Shun Pike, Johnston by Municipality and accepted for processing by the Corporation tip fee free, pursuant to RIGL 23-19-31.

11. DISPOSAL FEES FOR OTHER MATERIALS. PROPOSED FEES EFFECTIVE FISCAL YEAR 2015 (Some fees are determined by State Statute and may be subject to change as decided by the General Assembly; Fees are pending RIRRC Board of Commissioners approval):

a. White Goods. MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for white goods, and when applicable, a \$12.00 per unit Freon Removal Fee.

b. Leaf & Yard Waste. For the term of this agreement and pursuant to RIGL 23-19-3, MUNICIPALITY agrees to pay the Corporation a fee of \$0.00 per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&Y Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide Planning Population Projections) by .025 tons. Leaf and yard waste caps shall be adjusted annually. MUNICIPALITY agrees to pay the Corporation \$25.00 per ton for the disposal of all leaf and yard waste in excess of its annual leaf and yard waste cap. The over the cap fee for L&Y is established by the General Assembly, and as such is subject to change as they determine. The L&Y Cap shall be adjusted each year according to the established Rule, "Rhode Island Resource Recovery Corporation Municipal Cap Calculation Procedure". The new L&Y Cap shall be distributed to MUNICIPALITY no later than May 1 and shall constitute an addendum to this Agreement.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Leaf and Yard Waste Cap Sharing Procedure is attached to this Agreement as **Attachment 4**.

c. Tires. Municipality agrees to pay the Corporation:

- 1) A fee of \$50.00 per ton for segregated loads of waste tires, or
- 2) A fee of \$2.50 per segregated waste tire.

MUNICIPALITY is encouraged to find an alternate disposal or recycling option for tires.

d. Mattresses and Box Springs. Municipality agrees to pay the Corporation:

- 1) A fee of \$250.00 per ton for segregated loads of mattresses and/or box springs, or
- 2) A fee of \$15.00 per unit for segregated mattresses and/or box springs, or
- 3) A fee of \$50.00 per unit for landfilled mattresses and box springs.

Commencing in calendar year 2015, mattresses and box springs will be subject to RIGL 23-88, the Responsible Recycling, Reuse, and Disposal of Mattresses Act. This Act is a manufacturer financed recycling program; MUNICIPALITY shall not be required to participate in the manufacturer program, however MUNICIPALITY is highly encouraged to do so. It is the hope that the Mattress Recycling Council will be able to begin the program in late 2015, however their start date may not be until early 2016.

e. Construction and Demolition Debris (C&DD). Acceptable Municipal C&DD is only

that material as defined by RI Department of Environmental Management Solid Waste Regulation 1.3.47 that is delivered by a municipality. Municipal C&DD tonnage is considered MSW and will be applied against the municipality's annual Cap Tonnage as defined in Section 4 and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&DD.

f. Rejected Loads. There will be a **\$250 equipment use and reload fee** assessed for any load of municipal recyclables that are rejected by the MRF and that must be reloaded into a vehicle. The tonnage associated with the rejected load will be charged to the municipality at its MSW rate.

MRF Load Inspection and Rejection Procedure

Inbound loads of recyclable material are inspected by the MRF staff to ensure that the minimum quality standards are met. The minimum quality standard is defined as a load having no more than 10% of non-recyclable material by either weight or volume. (See Attachment 2 for recyclable material specifications). Loads may also be rejected upon discovery of items that would cause damage to MRF equipment or personnel, such as, but not limited to, garden hoses, chains, cables, bricks, dead animals, propane tanks, or metal pipes. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the MUNICIPALITY verbally and electronically (e-mail) regarding any rejected loads. This notification will occur verbally no later than the close of business on the day of the rejected load, with electronic detail following within 48 hours of the rejection. Rejected loads are subject to a \$250 equipment use fee, due to required cleanup of tipping floor and hauling rejected materials to the landfill. Continued failure of a customer to meet the minimum quality standards could result in the termination of the agreement. MUNICIPALITY shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

12. COMPOST FOR CONTRACT MUNICIPALITIES. The Corporation will, from time to time, make finished compost available free of charge to those municipalities with Solid Waste and Recycling Services Agreements who have **also** delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to pick up free compost for their use.

13. RECYCLING INCENTIVES.

As recommended by the RI Solid Waste Management Plan adopted by the RI Department of Administration Statewide Planning Program, the Corporation will continue its municipal recycling funding program to assist Rhode Island municipalities with the cost of improving waste reduction and recycling programs in order to achieve increased waste diversion rates. To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:

a. When Corporation finances allow, a MRF profit share shall be offered to eligible municipalities. MRF profit share that will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF Commodities less: all direct

operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. MUNICIPALITY must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Profit Share Annual Reporting Form" to record and report to the Corporation the use or intended use of the prior year's profit share. The Annual Reporting Form is available from the Recycling Program Manager and shall be due to the Corporation by August 1.

Condition - The Corporation will offset any and all profit share funds from any municipality with a receivable greater than 60 days on the Corporation's monthly Account Receivable Aged Balance Report.

- b. When Corporation finances allow, a competitive waste reduction and recycling program enhancement grant program will provide funding for RIRRC approved municipal proposals for enhanced recycling programs or procedures which support the Corporation's objectives of increasing waste diversion. Grant awards must be used solely for the purpose and program for which the municipality's grant application has been approved. Grants are not transferable, either year to year or entity to entity.
- c. A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins (excludes totes/carts, deskside, apartment sized, and other specialty recycling containers).
- d. A Fiscal Year-End Tip Fee rebate shall be applied in the following manner to those municipalities that qualify:
 - (1) Base Level Tip Fee: Thirty-two dollars (\$32.00) per ton for any municipality that recycles between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.
 - (2) One Dollar (\$1.00) Per Ton Rebate: Thirty-one dollars (\$31.00) per ton for any municipality that recycles between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
 - (3) Two Dollars (\$2.00) Per Ton Rebate: Thirty dollars (\$30.00) per ton for any municipality that recycles between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
 - (4) Three Dollars (\$3.00) Per Ton Rebate: Twenty-nine dollars (\$29.00) per ton for any municipality that recycles thirty-five percent (35%) or more of its solid waste at the MRF.
 - (5) The Corporation shall issue a rebate not later than September 1 of each year to those municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the municipality's current-year signed solid waste and recycling services agreement with the corporation.

14. **INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW, including Segregated Solid Waste and Recyclable materials, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to

abide by the terms of this Agreement.

15. TERMINATIONS AND REMEDIES.

TERMINATIONS. This Agreement may be terminated due to:

- a. Breach of any duty and/or obligation under this Agreement which is not cured within thirty days of notice by either party.
- b. Change of circumstances which prohibit or significantly impair either party's ability to perform its duties and/or obligations under this Agreement.
- c. The Corporation has the absolute right in its sole discretion to terminate this Agreement and prohibit any deliveries if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. MUNICIPALITY shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

REMEDIES. Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

- a. commence an action for damages and for injunctive relief;
- b. pursue any other remedies available to it by law; and/or
- c. The Corporation may refuse to provide Municipality with any Solid Waste Disposal or Recycling services or Municipality may refuse to bring all Solid Waste and Recyclables to The Corporation's facilities.

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

16. UNACCEPTABLE MATERIALS. Neither Solid Waste nor Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for disposal at the Central Landfill.

17. LICENSE RESTRICTIONS AND REQUIREMENTS. The Corporation is currently utilizing the Phase V landfill cell to dispose of MSW and may begin to use Phase VI during the course of this agreement. Municipality agrees to be bound by any additional requirements and/or restrictions,

which may be imposed by the RI Department of Environmental Management as a requirement of the Phase V and Phase VI operating license or by a change in the regulations.

- 18. HOURS OF OPERATION.** The normal hours for receiving Solid Waste at the Landfill are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 2:00 p.m. on Saturday). Normal hours for receiving recyclables on the Tip Floor at the MRF are 6:00 a.m. to 4:00 p.m. Monday through Friday, and Saturday 6:00 a.m. to noon. Collection vehicles must be weighed in no later than 3:30 p.m. Monday through Friday, and no later than 11:30 a.m. on Saturday. The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official State of Emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the Executive Order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.
- 19. ASSIGNMENTS** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without first obtaining the prior written consent of Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality, which shall have the option to terminate this Agreement within fifteen (15) days of receiving the notice provided, however, that Municipality shall have no termination option if the sale or assignment is to an entity or agency of the State of Rhode Island.
- 20. INDEMNIFICATION.**

 - a.** Corporation agrees to indemnify, save harmless, and defend Municipality from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, caused, in whole or in part, by any negligent or willful act or omission of Corporation's employees, agents, or contractors in the performance of this Agreement; or any violation by Corporation of any applicable law, rule, or regulation.
 - b.** Municipality agrees to indemnify, save harmless, and defend Corporation from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which Corporation may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on Corporation's property or the environment, caused, in whole or in part by any negligent or willful act or omission of Municipality's employees, agents, or contractors in the performance of this contract; or any violation by Municipality of any applicable law, rule, or regulation.
- 21. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

- 22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
- 23. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing.
- 24. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: _____ Dated: _____
 Michael J. OConnell, Executive Director

BY: _____ Dated: _____
 Sarah Kite-Reeves, Director of Recycling Services

FOR THE MUNICIPALITY:

BY: _____ Dated: _____
 (SIGNATURE)

 (NAME PRINTED OR TYPED)

Title: _____

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

_____ Dated: _____
 (SIGNATURE)

 (NAME PRINTED OR TYPED)
 Solicitor for **THE TOWN OF JAMESTOWN**

Attachment 1

Rhode Island Resource Recovery Municipal Cap Calculation Procedure

January 12, 2012

PURPOSE:

In accordance with RIGL §23-19-13(g)(3) the Rhode Island Resource Recovery Corporation (“the Corporation”) has developed the below procedure to calculate “the maximum amount of municipal solid waste that each municipality will be entitled to deliver to the corporation at the municipal tipping fee”, known as the municipal solid waste cap (hereafter “Cap”).

OVERVIEW:

The Cap calculation procedure is based on the following criteria: (1) the total of the statewide Cap and diversion adjustments shall not exceed historical waste generation; (2) Caps shall be based on waste diversion targets, not on actual performance; and (3) the distribution should account for both year round and seasonal populations.

PROCEDURE:

On or before April 1st prior to the Corporation’s fiscal year beginning July 1st the Corporation will update the municipal solid waste disposal caps using the steps below, and notify each municipality of its Cap allocation for the upcoming fiscal year.

1. Calculate total **statewide municipal sector waste generation** by totaling all solid waste, and recyclables (i.e., refuse, MRF recyclables, yard debris, scrap metal/white goods, tires, etc.) as reported annually by municipalities to RIRRC.
2. Calculate the total **statewide Cap** by reducing the **statewide municipal sector waste generation** by the waste diversion assumption of 35%, i.e. $\{statewide\ Cap \times (1-0.35)\}$.
3. Obtain the most recent year **population estimate** for each municipality from the more current of the decennial U.S. Census or the Rhode Island Department of Administration Statewide Planning Program’s official Population Projection.
4. Calculate the year-round equivalent **seasonally adjusted population**:
 - a. Obtain the most recent **seasonal housing estimates** from the decennial census;
 - b. For each municipality assume **three occupants per seasonal household**, unless a modification to this assumption is approved by the Corporation’s Executive Director. A municipality seeking to increase the **occupants per seasonal household** assumption shall submit a formal request prior to March 1st to the Corporation’s Executive Director for consideration. Such a request should be supported by documented evidence, such as renter/realtor surveys that show a greater number of occupants per seasonal household assumption applies to the municipality. Approval of any request for an increase to the seasonal housing shall be at the discretion of the Corporation’s Executive Director and shall be granted for the duration of the fully executed Municipal Solid Waste Agreement signed by both the Corporation and the municipality;
 - c. For each municipality calculate the **seasonally adjusted population** using the following formula:
$$\{Population\ Estimate\} + \{Seasonal\ households \times occupants\ per\ seasonal\ household \times 3.5\ months / 12\ months\ per\ year\}$$
5. Calculate each municipality’s **Cap** by multiplying its percentage of the total statewide **seasonally adjusted population** by the total **statewide Cap**.



Material Specifications and Delivery Standards for Single Stream Recycling

1.1 General

- 1.1.1 Reasonable attempts must be made to keep the material dry and free of snow and ice, particularly the paper/fiber.
- 1.1.2 Food and Beverage Containers may be commingled with the paper/fiber material.
- 1.1.3 Food, beverage, aerosol and all other containers must be empty and free of liquids or other contents.
- 1.1.4 All materials must arrive loose unless approved in advance by the Corporation.
- 1.1.5 No material should be contained in plastic bags, with the exception of shredded paper.
- 1.1.6 All attempts must be made to comingle the fiber material with the container material for proper processing at the MRF.
- 1.1.7 Strictly prohibited are those materials that are capable of being tied in a knot or may wrap around sorting equipment, such as but not limited to: string, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, yarn, strapping, fishing line and flexible clothes dryer vent tubing.

1.2 Paper / Fiber Material

- 1.2.1 Newspaper shall consist of newsprint and newspaper inserts, Rotogravure and colored sections are acceptable. Newspaper may arrive in paper shopping bags, or mixed with residential mixed paper. All grades of paper must be delivered without yellowing. Newspaper, magazines and cardboard should not be tied into a bundle.
- 1.2.2 Shredded paper must be contained in a clear, relatively transparent or opaque plastic bag. Double bagging of shredded paper is preferred.
- 1.2.3 White Ledger and office paper is acceptable.
- 1.2.4 Corrugated Containers shall consist of corrugated cardboard boxes, substantially clean and dry, empty and free of wood, plastic, Styrofoam and other packing materials. Large corrugated cardboard boxes shall be flattened, be less than 6 ft. x 6 ft, large flat pieces / sections are preferred to small pieces. Material may arrive loose or compacted.
- 1.2.5 Mixed Residential Paper shall consist of a mix of the following: mail, envelopes, magazines, catalogs, phone books, writing paper, paper-back books and paper bags. Thin Cardboard shall include gift-type boxes, shoe boxes, cereal boxes, cores from empty paper towel rolls and other packaged food boxes, without foil accents and devoid of ribbons or other petroleum-based ties or wraps. Brown Paper Bags shall consist of Kraft bags and packaging.
- 1.2.6 Hard cover books are acceptable although covers must be removed. Covers should be disposed of in the trash once removed from book. The paper part of the book may be recycled.

Attachment 2

1.3 Mixed Recyclables / Containers

- 1.3.1 Aluminum shall consist of beverage containers, foil, pie plates and other single-use bakeware. Aluminum beverage containers shall be rinsed, and pie plates, bakeware and foil shall be clean and empty. All aerosol cans must be completely empty of pressurized contents.
- 1.3.2 "Steel" Food, Beverage and Household Containers shall consist of tinned steel food containers, usually no greater than one gallon in size and substantially emptied of contents and contaminants, rinsed. All aerosol cans must be completely empty of pressurized contents. Empty steel latex cans are acceptable.
- 1.3.3 Glass containers (bottles) shall consist of empty, rinsed, unbroken clear, green, or brown container glass. Labels and lids may remain.
- 1.3.4 Loads containing high concentrations of glass, 50% or more, are prohibited. However, dedicated loads consisting solely of glass containers with no other comingled materials are acceptable for tipping at our glass stockpile. Advanced notice of dedicated deliveries of glass is required.
- 1.3.5 Plastic Bottles and Jugs shall include all #1 "PETE" plastic bottles (e.g. soda, salad dressing and shampoo and peanut butter containers), and #2 "HDPE" bottles and jugs (e.g. milk, water, juice and cider jugs, laundry detergent and shampoo bottles) two-gallons in size and smaller. All containers must be empty and rinsed. It is acceptable to leave caps, lids and covers loosely in place on the containers.
- 1.3.6 Paper Milk Cartons, Drink and Juice Boxes (a.k.a. "Gabletops") shall consist of dairy containers (e.g., milk, cream, Half-and-Half), aseptic soy milk, dairy, juice, and other beverage containers. All paper milk cartons and juice boxes shall be empty and rinsed. Plastic caps may be placed loosely back on the empty and rinsed cartons.
- 1.3.7 Additional plastic containers that are now acceptable include the following: #3 PVC Polyvinyl Chloride, #4 LDPE Low Density Polyethylene, #5 PP Polypropylene, #6 PS Polystyrene and #7 Other or Polycarbonate two-gallons in size and smaller. These items must be in container form; examples include frozen food trays, deli-style clam shell containers, yogurt and margarine tubs and beverage containers.

1.4 Non-recyclable Contaminant Items and Materials

The following materials are considered contaminants and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain contaminant concentrations of 10% or above by weight may be subject to immediate rejection and removal from the MRF premises at the expense of the municipality.

- 1.4.1 All other plastic packaging that is not in container shape or form.
- 1.4.2 Plastic bags (bags from retail stores, trash bags, dry cleaner bags, etc.), plastic films, bubble wrap and shrink wrap.
- 1.4.3 Textiles: all clothing, towels, blankets, sheets, linens and footwear.
- 1.4.4 String, twine, rope, cables, chain, wire, hose, tubing, electrical cords, Christmas tree lights, fishing line and clothes dryer vent tubing.
- 1.4.5 Styrofoam including coolers, cups and packing materials.
- 1.4.6 Paper towels, tissues and napkins.
- 1.4.7 Ferrous and Non-Ferrous scrap metal items which would include all items made of metal and are not considered to be household can-type containers. Such as electrical

Attachment 2

appliances, toasters, irons, air conditioners, fans, tanks, buckets, barrels, exercise equipment, toys, bicycles, lawn mower blades, tools, auto parts, etc.

- 1.4.8 Vinyl or plastic covered folders and three ring binders.
- 1.4.9 Any solid item longer than 3' in length – metal pipe, PVC pipe, copper tubing, wooden broom handles, etc.
- 1.4.10 VHS tapes, cassette tapes, DVD's and their cases or packaging.
- 1.4.11 Coated frozen food packaging and boxes.
- 1.4.12 Multi-pack beverage container cases or boxes designed for refrigeration.
- 1.4.13 Photographs
- 1.4.14 Wax coated or wire reinforced cardboard.
- 1.4.15 Wax or plastic coated paper, cigarette packs, straws or candy wrappers.
- 1.4.16 Paper drinking cups.
- 1.4.17 Soap or laundry detergent boxes.
- 1.4.18 Scrap metal of any kind, in particular knives, razor blades, saw blades, drill bits; also prohibited nails, screws, nuts, bolts or other fasteners.
- 1.4.19 Non-container glass: windows, light bulbs (incandescent and CFL type), plate glass, safety glass, cookware, drinking glasses, dishes, bowls, ceramics, pottery, milk glass, mirrors, and broken glass.
- 1.4.20 Mixed Rigid Plastics and #3 - #7 non-container plastics – plastic shelving, lawn furniture, toys, crates, flower pots, trays, baskets, barrels, drums, trash cans, recycling bins, etc.
- 1.4.21 Construction materials: wood, vinyl siding, vinyl gutters, bricks, drywall, concrete blocks, gravel and saw dust.
- 1.4.22 Wrapping or packing materials – tape, plastic liners, ribbon or foil.
- 1.4.23 Containers that once held any household hazardous materials such as pesticides or automotive fluids.
- 1.4.24 Magnets or magnetic items.
- 1.4.25 Rubber items such as tires, tubes and belts.
- 1.4.26 Batteries, all types including automotive, household and rechargeable.
- 1.4.27 Electronic Waste: Televisions, laptops, cell phones, computers, etc.
- 1.4.28 Printers, copiers and toner cartridges.
- 1.4.29 Hybrid packaging containers made of more than one material, such as canisters with cardboard cylinder, foil lining, and metal end caps.
- 1.4.30 Coat hangers – metal or plastic.
- 1.4.31 One Gallon plastic paint cans.
- 1.4.32 Mattresses, furniture
- 1.4.33 Incoming fiber materials that contain a moisture content in excess of 30%
- 1.4.34 Large amounts of snow or ice, defined as 10% or more of the load by either weight or volume.

1.5 Non-recyclable Prohibitive Items and Materials

The following materials are considered prohibitive and should not be included with deliveries of recyclable material loads to the RIRRC MRF. Loads found to contain these materials may be subject to immediate rejection and removal from the MRF premises, regardless of percentage of concentration, at the expense of the hauling company.

- 1.5.1 Medical waste: To include hypodermic needles and lancets, Intravenous tubing and bags, oxygen respiration tubing and masks.

Attachment 2

- 1.5.2 Containers labeled as having at one time contained a hazardous or flammable material. Chemical containers may be deemed acceptable if thoroughly washed and all HAZMAT labels have been removed and all containers are completely empty with the caps removed. Containers containing unknown fluids or other unknown materials will also be considered as prohibitive.
- 1.5.3 Pressure vessels or cylinders to include but not limited to such items as liquid propane tanks, acetylene tank, oxygen tanks or helium tanks.
- 1.5.4 Ammunition, fireworks and explosives.
- 1.5.5 Deceased animals, diapers, human or animal waste.
- 1.5.6 Municipal or Commercial solid waste, construction & demolition debris which includes large blocks of concrete, large sections or lengths of wood or large pieces of metal.
- 1.5.7 Organic waste of any kind, including food scraps, cooking oils, human or animal waste, and yard wastes such as leaves, sticks, branches, rocks, stones, mulch, compost, sand and dirt, trees, brush, grass clippings.

1.6 Additional Materials

As new markets open for recyclable items the MRF may accept the delivery of certain materials. These materials must be delivered in dedicated clean loads completely separate from the comingled single stream materials.

- 1.6.1 LDPE Plastic film and shrink wrap – accepted in dedicated loads in clean and dry condition.
- 1.6.2 Large sized (over two-gallon) HDPE and Polypropylene rigid plastic bins and containers: accepted in dedicated loads, containers must be completely empty. Note: 55 gallon drums are not included in this provision.

Questions regarding the safe or proper disposal for any item listed under the contaminants or prohibitive materials listings should be forwarded to Brian Card at (401) 942-1430 extension 140.



- Title:** **RIRRC MRF Municipal Recycling Transfer Policy**
- Purpose:** The purpose of this policy is to delineate the Rhode Island Resource Recovery Corporation's (RIRRC) requirements for municipalities utilizing a transfer station or recycling center for shipping recyclable materials to the Johnston Materials Recycling Facility (MRF), and to establish a standard procedure to account for the transfer of municipal recyclables.
- Scope:** The provisions of this policy apply to all municipalities utilizing transfer stations or recycling centers for the shipment of recyclable materials to the Johnston MRF.
- Objectives:** The objectives of this Policy are to: 1) protect the public's investment in the Johnston MRF; 2) process recyclables of the highest possible quality; 3) maximize the return on the marketing of the recyclables; 4) assist Rhode Island municipalities in the efficient collection and shipping of recyclable materials; and 5) ensure that recyclables delivered to the MRF are attributed to the appropriate municipality.
- Definitions:** For the purposes of this policy, all definitions contained in the RI Department of Environmental Management *Rules And Regulations For Composting Facilities And Solid Waste Management Facilities* (DEM-OWM-SW01-97 Sec 1.3.00), as well as the following definitions shall apply.
- “Municipal Transfer Station”** - shall mean a transfer station accepting materials from one, and only one, municipality and no commercial entities. For the purposes of this policy, two or more municipalities may act as one municipal entity in the Corporation’s view. In such case, the municipalities involved must have a written agreement, on file with the Corporation and signed by the appropriate officials from both municipalities, indicating the responsible party for billing and crediting purposes.
- “Regional Transfer Station”** – shall mean a transfer station accepting materials from more than one municipality, or, any commercial entity.
- “Transfer”** – shall mean to take recyclable material from collection vehicles and ultimately place in other transportation units for movement

to another solid waste management facility.

Policy:

All municipalities utilizing transfer stations or recycling centers for shipping recyclable material to the Johnston MRF must have written approval from RIRRC and be signatory to a RIRRC Solid Waste and Recycling Services Agreement. It remains the responsibility of the municipality to ensure the quality, and prevent loss of recyclable materials delivered to the Johnston MRF.

Municipalities requesting permission to transfer recyclables must demonstrate that a significant cost savings can be achieved (i.e., the distance to the Johnston MRF is great enough to warrant transfer).

RIRRC requires that all transfer stations and recycling centers utilized in the transfer of municipal recyclables to the Johnston MRF to have the following: 1) a current and valid RI Department of Environmental Management (RIDEM) operating license including a RIDEM approved operating plan for transfer stations, or in the case of recycling centers, a letter of approval from RIDEM; 2) RIRRC approval of any and all equipment used in the storage and handling of recyclable materials including but not limited to compacting equipment, roll-off containers and tipping ramps and platforms; and 3) a written agreement allowing RIRRC to perform unannounced inspections of the facility upon issuance of a written notice by RIRRC. This notice shall contain the justification for such inspections and the time interval that the inspections will last.

Additional requirements for regional transfer stations include: 1) a working and calibrated weighing facility; 2) a plan, approved by RIRRC, for transferring weight transaction information to RIRRC for accounting purposes including a means for verification of transaction weights by the appropriate municipal officers; and 3) written agreement to allow for inspections and periodic auditing of weight transaction records by RIRRC personnel.

Certification for the transfer of municipal recyclables will be issued for a period of time so that the expiration will coincide with the expiration of the RIDEM operating license for the transfer station utilized by the municipality.

Procedure:

The municipality is responsible for developing a plan to prevent contamination and loss of recyclable materials. All municipalities that transfer recyclable material to the Johnston MRF via a transfer station or recycling center shall submit a written request to the RIRRC Recycling Manager for approval to transfer municipal recyclables.

All requests must contain the following information: 1) names and addresses of the appropriate municipal or corporate officers responsible

for the operation of said transfer station or recycling facility; 2) copies of RIDEM license and operating plans for the facility; 3) if not included in the RIDEM operating plan, descriptions and specifications of all equipment including, but not limited to, compacting equipment, roll-off containers, and tipping ramps and platforms used in the handling and storage of recyclable material to be processed at the Johnston MRF.

Requests pertaining to regional transfer stations must also include: 1) a plan for the bi-annual calibration and certification of weighing facilities; 2) a plan describing means or mechanisms for keeping municipal materials separate from commercial materials; and 3) a plan for the transfer of weight transaction information to RIRRC for accounting purposes, including a means for verification of weight transaction information by the appropriate municipal officers.

Upon receipt of a request, the RIRRC Recycling Manager will arrange to inspect the facility (within 30 business days). The inspection will consist of, but not be limited to, visual inspection of the recyclable handling process including tipping and compacting of recyclable materials, and the verification of appropriate weighing facility calibration documentation.

If the request for certification and the facility meet the approval criteria, a certification will be issued (within 30 business days) pending the signing of an agreement that allows RIRRC personnel access, at any time, to all facilities associated with the handling and storage of recyclable materials to be processed at the Johnston MRF.

Certifications for the transfer of municipal recyclables will be valid for a period of time so that renewal of the certification will coincide with the RIDEM Operating License for the said transfer station. If either the municipality or the transfer station operator desires to alter any of the procedures or plans described in the RIDEM Operating Plan associated with the transfer of recyclable material, or any plans submitted as part of the certification request, a request in writing to the RIRRC Recycling Manager, must be made. A review and response to all such requests will be made within 10 business days. All approved alterations will be documented and amended to the original certification.

Certifications for the transfer of municipal recyclables may be revoked at any time if the municipality, or any commercial entity responsible for the collection and shipping of the municipality's recyclable material, is found to be in non-compliance with any of the provisions contained in: the RIDEM Operating Plan for the said transfer station, this policy, or any plans submitted as part of the certification request. Such municipalities will be notified immediately by the RIRRC Recycling Manager, in writing, of any such certification revocation, including a reasonable description of events or conditions which provide a basis for

such revocation.

Exceptions: The above policy may have exceptions. Requests for exceptions from specific requirements and/or criteria, however, must be approved and supported by a reasonable written explanation and justification. The municipality is responsible for the preparation of the explanation and justification for the exception.

Attachments: Attachment 1: Board Resolution.

Attachment 2: Refrenced Correspondence.

Authority to Grant Exceptions: The Executive Director or Deputy Executive Director are authorized to grant exceptions to this policy.

Effective Date: October 21st, 1998

Note: Every request to transfer must be presented to the Board of Commissioners for approval.

Attachment 1



RESOLUTION

BE IT HEREBY RESOLVED THAT THE BOARD OF COMMISSIONERS, BASED UPON THE RECOMMENDATION OF THE FINANCE SUBCOMMITTEE, ADOPTS A POLICY ALLOWING THE TRANSFERRING OF RECYCLABLES ON A CASE BY CASE BASIS. SUCH POLICY SHALL INCORPORATE THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM DATED NOVEMBER 20, 1997, AND THE MEMORANDUM OF COMMISSIONER RAGOSTA DATED OCTOBER 5, 1998. ANY MUNICIPALITIES WHICH TRANSFER RECYCLABLES CONSISTENT WITH THE TERMS OF THIS POLICY MUST EXECUTE AN AMENDED SOLID WASTE AND RECYCLING SERVICES AGREEMENT TO REFLECT THE APPLICABLE TERMS.

65 Shun Pike
Johnston, RI 02919-4512
TEL: (401) 942-1430
FAX: (401) 946-5174
www.rirrc.org

Attachment 2

Dominic L. Ragosta, CPA

25 Debbie Drive
Cranston, RI 02921

October 5, 1998

Sherry Giarrusso-Mulhearn
65 Shun Pike
Johnston, RI 02919

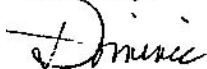
Dear Sherry:

After my review of the staff memorandum dated July 24, 1998 regarding Recycling Transfer Policy, and consideration of the macro issues involved (outlined in a separate enclosed memorandum), I am of the opinion that the finance committee should recommend to the board of commissioners the following:

RIRRC grant its approval to allow the interim disposal of materials to independently-owned transfer stations prior to their final delivery to our site. This approval should be on a case-by-case basis and be contingent upon a reaffirmation of all contractual terms with the municipality. RIRRC should build "put or pay" trash contract terms into our agreements and add language which will provide safeguards to control/prevent pilfering and mixing of materials (and give the agency recourse in the event of defaults). To that end, in addition to our own contractual amendments, I strongly suggest that we require the municipality to amend its contract with its collection company to reflect language that clearly defines the collection company's role as a transport agent and the transfer station owner's status as a mere facilitator with absolutely no title or interest in any materials temporarily held on their site.

I hope this decision shows my desire to achieve a private/public sector partnership while at the same time providing cost effective/efficient and environmentally safe disposal choices. As you know this is not an easy equation to balance in an emerging marketplace and given some statutory limits and goals.

Sincerely,



DOMINIC L. RAGOSTA



MUNICIPAL LEAF AND YARD DEBRIS CAP SHARING POLICY

EFFECTIVE 2/19/10 (Revised 2011)

1. POLICY

- 1.1. Pursuant to RIGL § 23-19-3 (17), Rhode Island Resource Recovery Corporation (the Corporation) hereby establishes the following program for the purpose of facilitating the sharing of municipal leaf and yard (L&Y) debris cap, heretofore described as L&Y cap transfer, amongst Rhode Island municipalities.
- 1.2. Rhode Island Resource Recovery Corporation will administer all provisions of this policy.

2. SCOPE

- 2.1. This policy applies to all Rhode Island municipalities.

3. RESPONSIBILITY

- 3.1. The Executive Director has overall responsibility for this policy.
- 3.2. The Director of Recycling Services is responsible for the implementation and daily administration of this policy.
- 3.3. The Chief Financial Officer is responsible for maintaining the integrity of the cap transfers.
- 3.4. The Municipalities are responsible for initiating the cap transfer process amongst themselves.

4. GENERAL GUIDELINES

- 4.1. The Corporation shall allow L&Y cap transfers as described below.
- 4.2. Municipalities shall be allowed to transfer 100% of their L&Y cap to other municipalities, either in part or in total.
- 4.3. Municipalities shall be allowed to accept up to 50% of their statutorily calculated L&Y cap as a transfer.

Attachment 4

- 4.4. A municipality in need of additional L&Y cap (the Requestor) shall be solely responsible for initiating a request to transfer L&Y cap.
- 4.5. L&Y cap transfers shall be effective for the fiscal year in which they are granted. L&Y caps shall reset each fiscal year to the statutorily calculated amount, nullifying any and all previous years' L&Y cap transfer agreements. Unused portions of a transferred L&Y cap shall not be allowed to carry forward to subsequent fiscal years.
- 4.6. Transferred cap shall not be applied to a municipal account retroactively so as to receive a credit against already incurred over the L&Y cap charges. Additional L&Y cap should be requested before the overage occurs. No credits shall be granted.
- 4.7. Municipalities shall decide at the local level if they will participate in the L&Y cap sharing program.
 - 4.7.1. Each municipality may elect to transfer some, or all, of their L&Y cap to another RI municipality.
 - 4.7.2. Municipalities may not place any restrictions, conditions, or encumbrances of any kind upon the transfer of the L&Y cap.
 - 4.7.3. L&Y cap shall not be transferred from one fiscal year to another.
 - 4.7.4. L&Y cap shall not be borrowed from subsequent fiscal years.
 - 4.7.5. Once L&Y cap is transferred, the tonnage is irretrievable by the previous Owner.
 - 4.7.6. Municipalities are under no obligation to transfer L&Y cap.

5. LEAF AND YARD DEBRIS CAP TRANSFER GUIDELINES

5.1. RIRRC PROCESS

- 5.1.1. The Corporation will provide the municipalities with a list of all municipal L&Y caps for the current fiscal year (FY10) and shall make the list available for subsequent fiscal years at the same time the municipal solid waste caps are distributed. On the first list of the year, it shall be assumed that all municipalities have unused cap available to transfer. This list shall include, at a minimum, the following information:

- (a) Municipality Name
- (b) Original L&Y Cap Amount
- (c) L&Y Cap Amount Available for Transfer

Attachment 4

(d) L&Y Cap Amount Available to Receive

- 5.1.2. The Corporation shall process transfers according to Section 5.3 below.
- 5.1.3. The Corporation shall update the L&Y cap list as transfers occur, and shall distribute the updated list to the municipalities.
- 5.1.4. The Corporation shall provide a form for use by the municipalities to record the agreed upon L&Y cap transfer.

5.2. MUNICIPAL PROCESS:

- 5.2.1. Upon receipt of the L&Y Cap list, municipalities willing to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email of the amount they wish to make available for transfer. Municipalities unwilling to transfer cap shall notify the Director of Recycling Services and the Scalehouse Manager in writing or by email to show zero tons available for transfer against their L&Y cap.
- 5.2.2. A municipality in need of additional L&Y cap (the Requestor) shall initiate a cap transfer transaction with a participating municipality (the Owner).
- 5.2.3. The Requestor shall ask for a specific tonnage of L&Y cap when requesting a transfer. The Requestor shall sign the form provided by the Corporation authorizing the acceptance of the L&Y cap transfer.
- 5.2.4. The Owner shall sign the Requestor's form indicating approval to transfer the L&Y cap amount from the Owner's municipal L&Y cap to the Requestor's municipal L&Y cap.
- 5.2.5. Either the Owner or the Requestor shall forward the co-signed form to the Corporation in one of the following manners (if emailed, the form should be sent as a legible scan or electronically signed file. If illegible, RIRRC reserves the right to delay the cap transfer until a hard-copy of the co-signed document is received):

(a) U.S. Postal Service addressed to:

RIRRC
65 Shun Pike
Johnston, RI 02919
Attn: Steve Pietrantozzi

(b) Fax to:

942-0239
Attn: Steve Pietrantozzi

Attachment 4

(c) Email to:
stevep@rirrc.org

(d) Hand delivery to Steve Pietrantozzi

5.3. RIRRC SCALEHOUSE PROCESS:

- 5.3.1. Upon receipt of the co-signed L&Y cap transfer form, the Scalehouse Manager or his designee shall complete the transfer as agreed upon. The transferred L&Y cap shall be available to the approved Requestor no later than the following business day.
- 5.3.2. The Scalehouse Manager or his designee shall sign the form and note the date of the L&Y cap transfer.
- 5.3.3. The Scalehouse Manager shall provide an updated L&Y cap list to the Director of Recycling Services for distribution to the municipalities.
- 5.3.4. A copy of the fully executed transfer form shall be attached to both municipalities' solid waste contracts for the fiscal year in which the transfer occurred.



Rhode Island Resource Recovery Corporation Facility Rules

Ensuring the safety of our employees, customers, and visitors onsite is our top priority. These guidelines are divided into three sections –Legal, Personal and Site Safety, and Operations. Failure to follow the site rules can result in rejection of the waste load or banning of the driver from the premises.

Legal

1. All drivers shall possess an active driver's license, registration and proof of insurance in accordance with state law. RIGL 31-10-1, 31-3-1, 31-47-9.
2. All loads entering the facility must be completely covered to prevent any waste from blowing off the load and causing litter en route to the site. All tarps must be in good repair and completely cover the open top of the load. RIGL 31-25-9 and 31-25-10, \$85.00 fines by police.
3. No smoking is allowed on site except in designated smoking areas.
4. No regulated or Hazardous waste is accepted at this facility.
5. Disposing Out-of-State Waste (waste not generated in Rhode Island) at the Central Landfill is felony crime and shall be punishable by imprisonment up to (3) three years and a **\$50,000 fine**.
6. Weapons and violence of any type will not be tolerated on the premises.
7. Use of the facility is at your own risk, we do not accept responsibility for damage to vehicles.

Personal and Site Safety

1. Be prepared to stop/slow down at front entrance as security is present.
2. Tail gates and turnbuckles must be closed and latched before leaving the working areas.
3. No driver shall pass behind any vehicle or pass underneath a raised tailgate.
4. All customers will be required to wear high visibility vests at all times on site. Any customer not wearing a high visibility vest will not be allowed to use the RIRRC facility.
5. No minors are allowed out of the vehicle at any time.

Attachment 5

6. The speed limit on site is 15 MPH. All drivers are expected to follow rules and regulations regarding traffic control devices on the site premises. No passing is allowed on the premises.
7. Sturdy puncture resistant work boots are required on site, no tennis shoes or open toed shoes are allowed.
8. RIRRC requires immediate notice of any accident or incident to our security department or the nearest RIRRC employee.

Operations

1. All visitors must report to the Main Building “A” and check in with the receptionist.
2. The RIRRC facility accepts waste Monday through Friday from 6 a.m. to 3:45 p.m. and Saturday from 6 a.m. to 12 p.m. On holiday weeks the facility will remain open until 2 p.m. on Saturdays. The final loads must be on the scale no later than the last receipt times stated above.
3. Removal of tarp/cover is allowed only in the working face area, near the tipping facility or near the recovermat facility. No tarps should be removed on the scales or along roadways prior to these areas to prevent blowing litter.
4. Drivers are expected to adhere to the directions of the waste inspector/spotter.
5. All trucks will sweep open top boxes, rear tail gates and bumpers off at the designated locations before leaving the area to prevent materials from falling off outside the gate and causing a nuisance or an unsafe condition.
6. This site performs random load inspections. If you are selected for a random check please cooperate with site personnel to avoid unnecessary delays.
7. Only the driver is allowed to exit his vehicle in the working area. If the driver exits the vehicle, he/she must stay in close proximity to the truck. No wandering around, or salvaging is allowed.
8. If your truck becomes stuck we will tow your truck out of the traffic pattern with your driver’s permission. If that becomes necessary we require the driver of the truck to hook the tow chain, cable or strap to his/her vehicle to prevent damage. We will connect the tow device to the landfill equipment. All tows at the landfill are only to remove the stuck vehicle from the traffic pattern, any tow necessary beyond that is the responsibility of the hauler.
9. During inclement weather, exiting trucks may be diverted through wheel washers or may be required to hose off before leaving the site to prevent mud tracking on the public roadways. If the wheel wash diversion lane is in use, you are required to use it, no bypassing is allowed.



April 7, 2014

Greetings,

Enclosed is your municipality's *Solid Waste and Recycling Services Agreement* (Agreement) with the Rhode Island Resource Recovery Corporation (RIRRC) for **Fiscal Years 2015-17**, which encompass the one-year periods beginning July 1, 2014 and ending June 30, 2015, beginning July 1, 2015 and ending June 30, 2016, and beginning July 1, 2016 and ending June 30, 2017.

The price for Municipal Solid Waste (MSW), disposal code 201, remains unchanged from the previous years' agreement, at \$32.00 per ton. However, RIRRC expects that this will be the final contract where this price will be in effect. Landfilling currently costs RIRRC \$43.00 per ton, far above the subsidized municipal disposal fee. RIRRC's mission is to provide cost effective, efficient, and environmentally safe disposal for Rhode Island's cities and towns. We do not need to make a profit, but we do need enough revenue to pay our bills and provide for the future infrastructure needs to manage Rhode Island's waste. We are in the process of exploring municipal disposal fee financing options, and would greatly appreciate your input.

This Agreement is based on the prior years' agreement, with some modifications. There are several pricing changes to ancillary materials, as well as program initiatives expected to begin over the next two years:

Pricing:

- **Tires:** Due to the closing of the tire burning plant in Sterling, CT, per ton tire disposal prices have increased. The new price per ton is \$50.00. **You are highly encouraged to seek alternate solutions for tires.** The single tire price has decreased to \$2.50 each. We typically do not receive more than four tires at a time from the general public. More than four tires usually triggers the minimum weight/minimum disposal fee of \$25.00. If someone brings us just one or two tires, we don't want them to pay more than is reasonable. Additionally, the assessment for landfilled tires has been eliminated.
- **Mattresses:** Individual unit (mattress or box spring) pricing has increased to \$15 per unit. The per ton price remains the same. **You are highly encouraged to seek alternate solutions for mattresses.**
- **Equipment Use Fee:** Rejected loads from the Materials Recycling Facility (MRF) will now be priced at the same rate as landfill loads that require us to use our equipment to assist the customer. The old MRF rejected load rate was \$100.00 per load. The new MRF rejected load rate is \$250.00 per rejection. Loads that are considered to have excess moisture may be subject to rejection. Excess moisture is determined by the MRF Operations Supervisor, and is considered to be loads that are saturated with liquid and unable to be processed.

Program:

- **Paint:** The PaintCare paint recycling program expects to begin sometime in the summer of 2014. You may continue to direct residents to the Eco-Depot, or you may direct residents to local paint collection sites. The sites will be listed on the PaintCare website as well as the RIRRC website. There is no charge to residents to drop-off program covered products. If your community has a transfer station, you will be contacted by PaintCare soliciting your participation. You are under no obligation to participate, but are encouraged to do so.

65 Shun Pike Johnston, RI 02919-4512
Tel: (401) 942-1430 Fax: (401) 946-5174
www.rirrc.org

- **Mattresses:** The mattress producer responsibility program expects to begin in late 2015 or early 2016. As of April 2014, program details were still being developed, however when the program begins, there will no longer be a charge to municipalities for mattress disposal. You may be contacted by the Mattress Recycling Council to host a drop-off site, particularly if your community has a transfer station or recycling center. You are under no obligation to participate, but are encouraged to do so.

Other Changes:

- **Construction & Demolition Debris (C&DD):** Due to the law passed in 2012 banning RIRRC from using C&DD as alternate daily cover, we no longer grind this material and instead dispose it as solid waste. Because we do not have an alternate use for the material, we are unable to code it as such. Please be advised that any municipal C&DD brought to RIRRC will continue to be coded as MSW and will count against your municipal cap, as per the RIRRC memo to municipalities dated April 2, 2012. **You are highly encouraged to seek alternate solutions for C&DD.**
- **Recycling Profit Share Reporting Form:** A reporting form has been created to document your community's use of the recycling profit share. The form will be due August 1 the year following the profit share distribution. For example, the form due August 1, 2014 will cover the use of the profit share from September 2013-July 2014, and will be mentioned in the press materials for the profit share event in September 2014. Your community's usage may be highlighted as an example.

Please keep in mind that only materials on the DEM Mandatory Recyclables list and MSW are required to come to RIRRC facilities. You are within your rights to divert non-mandatory recyclables elsewhere. You may not, however, direct mandatory recyclables to other facilities without express written permission from RIRRC. For all materials diverted from RIRRC, please keep accurate and verifiable records detailing the weight of the diverted items to be included in your annual report, due to RIRRC each February.

Please sign and return the enclosed Agreement by close of business (4:30 PM) August 1, 2014. After the Corporation receives your signed copy, we will then sign the contract and forward to you a copy of the fully-executed agreement. For each ton disposed beyond August 1, 2014 and up to the date the Agreement is fully executed, the 1000-ton commercial contract solid waste disposal fee (\$54) will be charged to the municipality for all MSW, until RIRRC receives the signed Agreement. After receiving the signed Agreement, the municipal solid waste rate of \$32 per ton shall be applied. There will be no retroactive adjustments made to any contract commercial solid waste disposal fees charged to the municipality during the time the municipality was disposing MSW without a fully executed Agreement past the Agreement execution deadline.

If you have any questions, please do not hesitate to call me at 228-3112.

Sincerely,

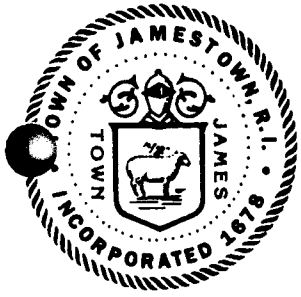


Sarah Kite-Reeves
Director of Recycling Services

Enclosure

CC: Michael O'Connell, Executive Director
Dean Huff, CFO

65 Shun Pike Johnston, RI 02919-4512
Tel: (401) 942-1430 Fax: (401) 946-5174
www.rirrc.org



Town of Jamestown

Tax Assessor

93 Narragansett Avenue

Jamestown, Rhode Island 02835

401-423-9802

To: PRESIDENT, JAMESTOWN TOWN COUNCIL

From: JAMESTOWN TAX ASSESSOR

Subject: ABATEMENTS/ADDENDA OF TAXES FOR AUGUST 4, 2014 MEETING

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL 29 AM 10:10

ABATEMENT TO 2010 TAX ROLL

#02-0738-40M Blakely, Kenneth	Motor Vehicle - 2002 Chrysler Reg. #915214 Soldier/Sailor Exemption	\$14.30
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ABATEMENT TO 2013 TAX ROLL

#02-0762-02M Blanton, Nicholas W.	Motor Vehicle - 2004 VW Reg. #810501 Registered in Maine 8-15-12	\$17.18
#07-0489-54M Glassie, Jacquelin C.	Motor Vehicle - 2008 Mazda Reg. #588949 Deceased	\$24.69

ABATEMENTS TO 2014 TAX ROLL

#01-0001-64 5 Fowler Street, LLC	Plat 8, Lot 487 - Property Transfer 7-14-14 To Account #02-0680-00	\$2,802.70
#02-0762-02M Blanton, Nicholas W.	Motor Vehicle - 2004 VW Reg. #810501 Registered in Maine 8-15-12	\$30.28
#02-1325-50 Brodin-Lennon, Dana	Plat 15, Lot 246 - Property Transfer 7-10-14 To Account #04-0648-20	\$2,398.25
#04-0842-95M Drake, Aaron	Motor Vehicle - 2009 Acura Reg. #477633 Soldier/Sailor Exemption	\$58.76
#07-0130-50 Garnett, Jane Marvel	Plat 10, Lot 91 - Property Transfer 7-18-14 To Account #10-0002-00	\$22,419.88
#07-0221-03M Geib, Shawn	Motor Vehicles - 2006 Nissan Reg. #431264 and 2010 GMC Reg. #419463 - Soldier/Sailor Exemption	\$333.88
#07-0489-54M Glassie, Jacquelin C.	Motor Vehicle - 2008 Mazda Reg. #588949 Deceased	\$29.83
#08-0625-20 Holbrook, Jill M.	Plat 9, Lot 599 - Property Transfer 7-17-14 To Account #08-0828-24	\$3,935.61
#13-0602-20M Marzano, Todd R.	Motor Vehicles - 2003 BMW Reg. #452987 and 2006 Toyota Reg. #452986 - Soldier/Sailor Exemption	\$112.97
#13-0926-50 Maxwell, Daniel Newhall & Ellen Mary	Plat 9, Lot 182 - Property Transfer 7-3-14 To Account #12-0740-75	\$2,650.25
#14-0440-50 Notarantonio, Pasquale E. & Nancy A.	Plat 5, Lot 329 - Property Transfer 7-1-14 To Account #02-0385-00	\$2,327.38
#18-0028-75M Raschke, Mark David	Motor Vehicle - 2011 BMW Reg. #468396 Soldier/Sailor Exemption	\$126.80

#20-0299-22 Thayer, Mark M., Trustee	Plat 8, Lot 265 - Property Transfer 7-14-14 To Account #02-0317-50	\$19,728.35
#20-0539-00 Travisono, Peter, Successor Trustee	Plat 4, Lot 110 - Property Transfer 7-15-14 To Account #08-0159-90	\$5,601.63
#23-0099-90M Wallace, Tye R.	Motor Vehicles - 2004 Jeep #422538, 2005 Saab #456534 2011 GMC #686600 - Soldier/Sailor Exemption	\$84.34
#26-0019-65 Zhivago, Kristin	Plat 16, Lot 235 - Property Transfer 7-8-14 To Account #19-0464-00	\$2,524.38

ADDENDA TO 2014 TAX ROLL

#02-0317-50 Bayview Properties, LLC	Plat 8, Lot 265 - Property Transfer 7-14-14 From Account #20-0299-22	\$19,728.35
#02-0385-00 Beaupre, Anastasia M.	Plat 5, Lot 329 - Property Transfer 7-1-14 From Account #14-0440-50	\$2,371.13
#02-0680-00 Bingell, Alfred B.	Plat 8, Lot 487 - Property Transfer 7-14-14 From Account #01-0001-64	\$2,802.70
#04-0648-20 Dodge, Diane M., Trustee	Plat 15, Lot 246 - Property Transfer 7-10-14 From Account #02-1325-50	\$2,398.25
#08-0159-90 Harper, Laurie J.	Plat 4, Lot 110 - Property Transfer 7-15-14 From Account #20-0539-00	\$5,645.38
#08-0828-24 Hubbard, Jill M. & Leonard F.	Plat 9, Lot 599 - Property Transfer 7-17-14 From Account #08-0625-20	\$3,935.61
#10-0002-00 Jacobsen, Margaret F. & Gary B.	Plat 10, Lot 91 - Property Transfer 7-18-14 From Account #07-0130-50	\$22,419.88
#12-0740-75 Livingston, Anne Maxwell	Plat 9, Lot 182 - Property Transfer 7-3-14 From Account #13-0926-50	\$2,650.25
#18-0264-00M Reves, Joanne	Motor Vehicle - 2008 MB Reg. #807142 78 Days - Transfer from Warwick	\$50.08
#19-0464-00 Seaside Lot 235, LLC	Plat 16, Lot 235 - Property Transfer 7-8-14 From Account #26-0019-65	\$2,524.38

TOTAL ABATEMENTS	\$65,221.46
TOTAL ADDENDA	\$64,526.01

RESPECTFULLY SUBMITTED,

Kenneth S. Gray

KENNETH S. GRAY,
TAX ASSESSOR



State of Rhode Island and Providence Plantations
Coastal Resources Management Council
Oliver H. Stedman Government Center
4808 Tower Hill Road, Suite 3
Wakefield, RI 02879-1900

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

NOTICE OF RESCHEDULED PUBLIC HEARING

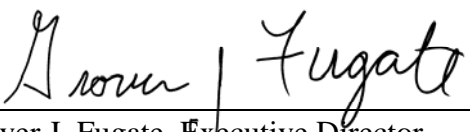
Proposed Amendments to the Coastal Resources Management Program Section 210.3 and Glossary

The Coastal Resources Management Council, in accordance with and pursuant to the RI Administrative Procedures Act (R.I.G.L. § 42-35-3) and the Rules and Regulations of the Coastal Resources Management, gave notice signed and dated June 2, 2014 to change the management plans, policies, procedures and regulations of the agency regarding planning and management of the coastal resources of the State relative to Chapter 46-23 of the State of Rhode Island and specifically in regard to the development and adoption of proposed changes to **Section 210.3** and the **Glossary** of the RI Coastal Resources Management Program as described in the attached public notice.

This Notice is being published to advertise that the Public Hearing on these proposed changes has been rescheduled to **Tuesday, August 26, 2014 at 6:00 p.m.**, in **Conference Room A at the Department of Administration, One Capitol Hill, Providence, RI**

Further information may be obtained by contacting the Coastal Resources Management Council offices at 783-3370.

Signed this 10th day of July, 2014.



Grover J. Fugate, Executive Director
Coastal Resources Management Council

/lat



Oliver Stedman Government Center
4808 Tower Hill Road; Suite 116
Wakefield, RI 02879
401-783-3370

In accordance with and pursuant to the provisions of the "Administrative Procedures Act" (Section 42-35-3 of the General Laws of Rhode Island) and the Rule and Regulations of the Coastal Resources Management Council, notice is hereby given of the intention of the Coastal Resources Management Council to change the management plans, policies, procedures and regulations of the agency regarding planning and management of the coastal resources of the State as provided in Chapter 46-23 of the State of Rhode Island.

The following changes are proposed:

(Note: new text is underlined and deleted text is ~~strikethrough~~)

RI Coastal Resources Management Program – Section 210.3 – Coastal Wetlands

Revise Section 210.3 as follows:

A. Definitions

1. Coastal wetlands include salt marshes and freshwater or brackish wetlands contiguous to salt marshes or physiological features. Areas of open water within coastal wetlands are considered a part of the wetland. In addition, coastal wetlands also include freshwater and/or brackish wetlands that are directly associated with non-tidal coastal ponds and freshwater or brackish wetlands that occur on a barrier beach or are separated from tidal waters by a barrier beach.
2. Salt marshes are areas regularly inundated by salt water through either natural or artificial water courses and where one or more of the following species predominate: smooth cordgrass (*Spartina alterniflora*), salt meadow grass (*Spartina patens*), spike grass (*Distichlis spicata*), black rush (*Juncus gerardi*), saltworts (*Salicornia* spp.), sea lavender (*Limonium carolinianum*), saltmarsh bulrush (*Scirpus* spp.), high tide bush (*Iva frutescens*).
3. Contiguous freshwater wetlands are those wetlands which border directly on salt marshes or brackish wetlands or physiological features and which, except for size limitations, meet the definition of bog, marsh, swamp, or pond under the Rhode Island Freshwater Wetlands Act (R.I.G.L. § 2-1-18 *et seq.*). All contiguous freshwater wetlands are protected under this Program, regardless of their size.
4. Contiguous brackish wetlands are those wetlands which border directly on salt marshes and where one or more of the following species predominate: tall reed (*Phragmites communis*), tall cordgrass (*Spartina pectinata*), broadleaf cattail (*Typha latifolia*), narrowleaf cattail (*Typha angustifolia*), spike rush (*Eleocharis rostellata*), chairmaker's rush (*Scirpus americana*), creeping bentgrass (*Agrostis palustris*), sweet grass (*Hierochloa odorata*), wild rye (*Elymus virginicus*).
5. High salt marsh is defined as that portion of the salt marsh that typically is flooded by spring, moon, or other flooding tides but otherwise is not flooded on a daily basis. The vegetative composition of high salt marsh typically consists of one or more of the following: salt meadow grass (*Spartina patens*); spike grass (*Distichlis spicata*); black rush (*Juncus gerardi*); tall reed (*Phragmites communis*); Sea Lavender (*Limonium carolinianum*); tall cordgrass (*Spartina pectinata*); saltmarsh bulrushes (*Scirpus* spp.); and high tide bush (*Iva frutescens*).

6. Low salt marsh is defined as that portion of the salt marsh that is flooded daily. The vegetative composition of the low salt marsh typically consists predominantly of smooth cordgrass (*Spartina alterniflora*).
7. Alterations to coastal wetlands are defined in Section 300.12.

B. Findings

1. Coastal wetlands are important for a variety of reasons. They provide food and shelter for large populations of juvenile fish and are nurseries for several species of fish. The mud flats and creeks associated with many coastal wetlands are rich in shellfish, particularly soft-shelled clams. Coastal wetlands also provide important habitat for shore birds and waterfowl, and many are among the most scenic features of the Rhode Island shore. Coastal wetlands are effective in slowing erosion along protected shores.
2. Much of the original acreage of coastal wetlands in Rhode Island has been destroyed, and the pressures to fill coastal wetlands continue. Downtown Providence, much of Quonset, and many other low-lying coastal communities are built on what was once coastal wetland. We do not know how much coastal wetland has been destroyed by development, but some 10 percent of our coastal wetlands of 40 acres or more is reported to have been filled between 1955 and 1964. Since coastal wetlands are found in sheltered waters, they frequently coincide with attractive sites for marinas and waterfront homes. The pressures to fill or otherwise alter coastal wetlands therefore remain. According to a 1975 survey, there are some 3,700 acres of salt marsh in the state, of which some 10 percent were fringe marshes less than five yards wide. Approximately 90 percent of the state's salt marshes abut Type 1 and 2 waters.
3. Many of Rhode Island's wetlands are small and, when viewed in isolation, may appear to be of insignificant value. However, these wetlands serve important ecological functions. The Council has sponsored research to investigate the feasibility of rating the relative value of individual coastal wetlands and two years of research revealed that it is not possible to rate coastal wetlands if all ecological considerations are given equal weight. The study also showed that there is little if any correlation between the perceived scenic value of a coastal wetland and its ecological characteristics.
4. Land uses and activities abutting coastal wetlands may have a strong impact upon the wetland itself and wildlife that use the wetland. Nearby drainage patterns which affect sedimentation processes and the salinity of waters may easily be altered, with detrimental effects. The construction of new shoreline protection structures and the bulkheading and filling along the inland perimeter of a marsh prevents inland migration of wetland vegetation as sea level rises, and will very likely result in the eventual permanent loss of coastal wetlands in these circumstances.
5. A study by Hancock (2009¹) using the Sea Level Affecting Marsh Model estimated that a combined 43.6%, or approximately 3300 acres, of existing salt marsh in Winnapaug, Quonochontaug and Ninigret Ponds would be lost in a 1 meter sea level rise scenario by 2100.
6. To ensure the long-term viability and ecological functions of salt marshes and other coastal wetlands, it is important to provide unobstructed pathways for these coastal wetlands to migrate landward as sea levels rise. Coastal Buffer Zones (Section 150) abutting coastal wetlands provide protected vegetated upland areas where coastal wetlands may migrate landward over time as sea levels rise.
7. In light of continuing pressures to alter coastal wetlands, and in accordance with the Council's policy of "no net loss", avoidance and minimization of impacts and mitigation for unavoidable losses are necessary tools for retaining and restoring Rhode Island's coastal wetlands.

C. Policies

1. The Council's goal is to preserve and, where possible, restore all coastal wetlands.
2. To offset past losses in coastal wetlands and unavoidable alterations to surviving coastal wetlands: (a) disturbed wetlands should be restored as directed by the Council or enhanced when possible; and (b) in areas selected on the basis of competent ecological study, the Council will encourage the building of new wetlands.
3. The Council's policy is that all alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 1 waters are prohibited except for minimal alterations required by the repair of an approved structural shoreline protection facility (see Section 300.7), or when associated with a Council-approved restoration activity. In Type 1 waters, structural shoreline protection may be permitted only when used for Council-approved coastal habitat restoration projects.
4. It is the Council's policy that alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 2 waters are prohibited except for minor disturbances associated with (a) residential docks and wetland walkover structures approved pursuant to the standards set forth in Sections 300.4 and 300.17, respectively; (b) approved repair of structural shoreline protection facilities pursuant to Section 300.14; or, (c) Council-approved restoration activities.
5. Coastal wetlands designated for preservation adjacent to Type 3, 4, 5, and 6 waters are identified on maps available for inspection at the Council's offices and at the town halls of coastal cities and towns. In these designated wetlands only the following alterations described in #4 above may be permitted: minor disturbances associated with (a) residential docks and wetland walkover structures approved pursuant to the standards set forth in Sections 300.4 and 300.17, respectively; (b) approved repair of structural shoreline protection facilities pursuant to Section 300.14; (c) Council-approved restoration activities; or (d) Council-approved limited view restoration projects for existing hospitality industry businesses. Approval of limited view restoration projects requires a public access plan consistent with Section 335 subject to CRMC approval and requires that wetlands and other shoreline natural resource areas be placed in a conservation easement at a ratio of 5:1 (e.g., 5 times the area to be restored for a view must be preserved). The area to be restored for a view shall also be included in the conservation easement along with a long-term management plan for the view restoration area. All view restoration projects must demonstrate through aerial photographic evidence that a view which supported an existing hospitality industry business has been lost over time by the growth of forested wetland vegetation. Limited view restoration projects are prohibited bordering Type 1 and 2 waters and for all existing and proposed residential projects bordering all water types. Dredging and filling in these designated coastal wetlands are prohibited. The maps of designated coastal wetlands serve to identify individual wetlands; in all cases precise boundaries shall be determined through a field inspection when proposals that could impact these features are being considered. In support of this goal, the Council supports a policy of "no net loss" of coastal wetland acreage and functions as a result of coastal development.
6. Salt marshes adjacent to Type 3, 4, 5, and 6 waters that are not designated for preservation may be altered if: (a) the alteration is made to accommodate a designated priority use for that water area; (b) the applicant has examined all reasonable alternatives and the Council has determined that the selected alternative is the most reasonable; and (c) only the minimum alteration necessary to support the priority use is made.
7. Any alteration of coastal wetlands shall be consistent with Section 300.12.
8. It is the Council's goal to provide for maximum Coastal Buffer Zone widths for projects abutting coastal wetlands that are adjacent to Type 1 and 2 waters and for coastal wetlands designated for preservation adjacent to Type 3, 4, 5, and 6 waters. In those cases where the Council may grant a variance on small lots the minimum Coastal Buffer Zone width should be no less than 25 feet.

9. It is the Council's goal to provide maximum Coastal Buffer Zone widths for projects abutting coastal wetlands that are likely, based on site conditions and best available information, to migrate landward with sea level rise. These coastal wetlands do not abut seawalls, bulkheads or other structural shoreline protection facilities or elevated landforms such as bluffs, cliffs, or rocky shorelines, among others. These unobstructed coastal wetlands will migrate landward as sea level rises and Coastal Buffer Zones provide protected upland areas that may transition to coastal wetlands in the future.

D. Prohibitions

1. Alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 1 waters are prohibited except for minimal alterations required by the repair of an approved structural shoreline protection facility, or when associated with a Council-approved restoration activity. In Type 1 waters, structural shoreline protection may be permitted only when used for Council-approved coastal habitat restoration projects.

2. Alterations to salt marshes and contiguous freshwater or brackish wetlands abutting Type 2 waters are prohibited except as may be permitted in C.4 above.

3. Alterations to coastal wetlands designated for preservation adjacent to Type 3, 4, 5, and 6 are prohibited except for the activities listed in C.5 as may be permitted in C.4 above. Dredging and filling in these designated coastal wetlands are prohibited.

4. Limited view restoration projects are prohibited bordering Type 1 and 2 waters and for all existing and proposed residential projects bordering all water types

5. Any limited view restoration project which does not strictly adhere to the Council's policies and standards as stated in Sections C and E herein are prohibited. Should the hospitality use be discontinued the subject property will no longer qualify for this provision and the limited view restoration Assent will become null and void.

E. Standards

1. Limited View Restoration:

a. A public access plan shall be provided consistent with CRMP Section 335.

b. Wetlands and other shoreline natural resources areas shall be placed in a conservation easement at a ratio of 5:1 (e.g., 5 times the area to be restored for a view must be preserved within the conservation easement). The area to be preserved for a view shall also be included in the conservation easement along with a long-term management plan for the view restoration area. The management plan shall be designed to manage the view restoration area as a shrub swamp.

c. All view restoration projects must demonstrate through aerial photographic evidence that a view which supported an existing hospitality industry business has been lost over time by the growth of forested wetland vegetation, as of the effective date of this rule.

¹ Hancock, Robert. 2009. Using GIS and simulation modeling to assess the impact of sea level rise on coastal marshes. http://nrs.uri.edu/docs/nrs600/2009/AbstractsPDF/Hancock_Abstract_2009.pdf

RI Coastal Resources Management Program – Glossary

Add new definition to Glossary as follows:

Existing hospitality industry business. For CRMP purposes an existing hospitality industry business shall be a continuously operating commercial business that has lost a view of the shoreline over time through the growth of trees within a coastal buffer zone or forested wetland, as of the effective date of this rule. Qualifying hospitality industry business shall be limited to one of the following: a resort, restaurant, or hotel that provides services to the general public including tourists where such services are dependant upon a view of the shoreline to support their business.

Concise Summary of Proposed Amendment: The proposed regulation change would authorize existing hospitality industry businesses to restore views to tidal waters that have been lost over time by the growth of forested wetland vegetation. These limited view restoration projects would have to meet proposed standards and abut CRMC-designated Type 3, 4, 5 or 6 waters. The proposed amendments would also require a public access plan in accordance with Section 335 and a conservation easement at a ratio of 5:1 for the limited view restoration area. Existing hospitality industry businesses would be defined for CRMP purposes as a continuously operating commercial business that has lost a view of the shoreline over time through the growth of trees within a coastal buffer zone or forested wetland, as of the effective date of this rule. Qualifying hospitality industry business shall be limited to one of the following: a resort, restaurant, or hotel that provides services to the general public including tourists where such services are dependent upon a view of the shoreline to support their business.

The Council has complied with the requirements of R.I. Gen. Laws Section 42-35-3 by considering alternative approaches to the proposed regulations and has determined that there are no alternative approaches that would be as effective and less burdensome. The Council has also determined that the proposed regulations do not overlap or duplicate any other state regulation. The Council has complied with the requirements of R.I. General Laws §§ 42-35-3 and 42-35.1-4 and has filed copies of the proposed regulations with the Office of Regulatory Reform of the Department of Administration's Office of Management and Budget.

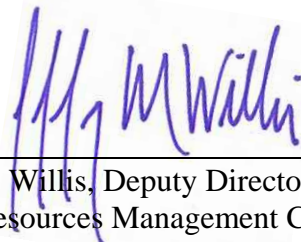
Parties interested in or concerned with the above proposed changes are invited to **submit written comments by July 3, 2014**. All such comments should be directed to Grover J. Fugate, Executive Director, at the above address.

A **public hearing** has been scheduled for these proposed changes to be held **in Conference Room A at the Department of Administration, One Capitol Hill, Providence, RI, on Tuesday, July 22, 2014, at 6:00 p.m.**

Copies of the proposed regulations are also available from the Coastal Resources Management Council offices and its website – www.crmc.ri.gov. Further information may be obtained by contacting the Coastal Resources Management Council offices at 783-3370.

Individuals requesting interpreter services for the hearing impaired must notify the Council office at 783-3370, 72 hours in advance of the hearing date.

Signed this 2nd day of June, 2014.



Jeffrey M. Willis, Deputy Director
Coastal Resources Management Council

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
COASTAL RESOURCES MANAGEMENT COUNCIL

Oliver Stedman Government Center
4808 Tower Hill Road, Wakefield, RI 02879

RECEIVED
TOWN OF JAMESTOWN, R.I.
14 JUL -8 AM 10:16

PUBLIC NOTICE

File Number: 2008-11-062 Date: July 1, 2014

This office has under consideration the application of:

Mark A. Bard
125 King Tom Drive
Charlestown, RI 02813

Pursuant of the Rhode Island Superior Court decision, the applicant is submitting the current application for a State of Rhode Island Assent to construct and maintain: a new 3 bedroom 24' x 62' dwelling (1,488 sq. ft.), with a 10' x 62' second floor cantilevered deck. Dwelling will be serviced by town water and a denitrifying OWTS (septic system). The project requires a 35' (70%) buffer zone variance, the required buffer zone is 50', proposed is 15'. Additionally, a 39.7' (53%) setback variance is required, the required setback is 75', proposed is 35.3'.

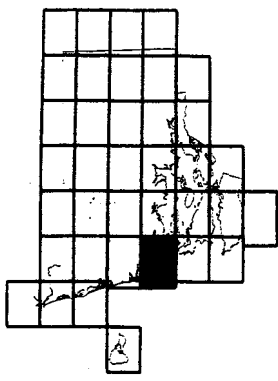
Project Location:	Clarkes Village Road
City/Town:	Jamestown
Plat/Lot:	12 / 87
Waterway:	

Plans of the proposed work may be seen at the CRMC office in Wakefield.

In accordance with the Administrative Procedures Act (Chapter 42-35 of the Rhode Island General Laws) you may request a hearing on this matter.

You are advised that if you have good reason to enter protests against the proposed work it is your privilege to do so. It is expected that objectors will review the application and plans thoroughly, visit site of proposed work if necessary, to familiarize themselves with the conditions and cite what law or laws, if any, would in their opinion be violated by the work proposed.

If you desire to protest, you must attend the scheduled hearing and give sworn testimony. A notice of the time and place of such hearing will be furnished you as soon as possible after receipt of your request for hearing. If you desire to request a hearing, to receive consideration, it should be in writing (with your correct mailing address and **e-mail address**) and be received at this office on or before August 1, 2014.



Southw

63
60

Austin Hollow

W E

60

Hull Cove

Short Pt

34

US N RES

Clarks Village

54

US NAVAL RES

Lion Head

POPE BURNSIDE

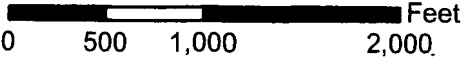
Bass Rock

BM

45

36

— Approximate Site Location
USGS Topographic Series
Contour Interval 10 Feet
National Geodetic Vertical Datum of 1929

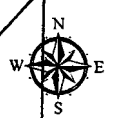


FOR ILLUSTRATIVE PURPOSES ONLY
NOT A SURVEY PLAN

USGS Topographic Map
Clarke's Village Road
A.P. 12, Lot 87
Jamestown, RI
Narragansett Pier Quad Map

RECEIVED

JUN 9 2014



Natural Resource Services, Inc.

C.R. [Logo]

p: (401) 568-7350
f: (401) 568-7490
Narragansett, RI 02882
(c) 1990 RIGIS

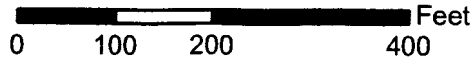


FOR INFORMATIONAL PURPOSES ONLY
NOT A SURVEY PLAN

2011 Historic Aerial Graphic
Clarke's Village Road
A.P. 12, Lot 87

Jamestown, RI

— Approximate Site Location
2011 RIDEM Multispectral
Orthophotography of RI (c) RIGIS



RECEIVED

JUN 9 2014

Natural Resource Services, Inc.
PO Box 311
100 Tristram Lane
Narragansett, RI 02882
C.N.M.C.

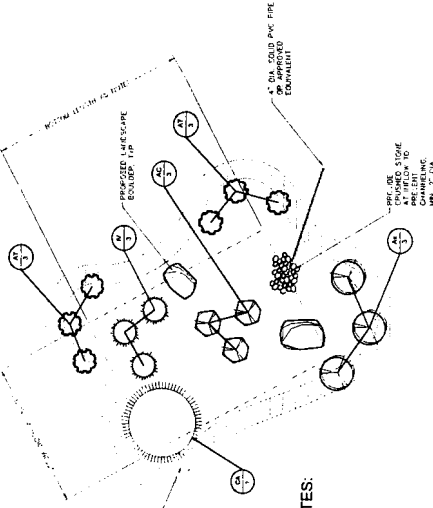
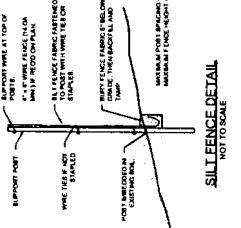
(401) 588-7390
(401) 588-7490
© 1990 RIGIS

EROSION AND SEDIMENTATION CONTROL NOTES:
 EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

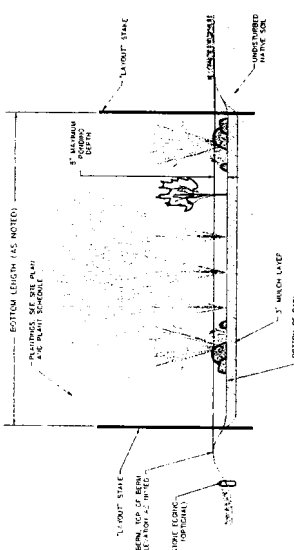
ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

THE CONTRACTOR SHALL PROVIDE FOR ALL SEEDING AREAS TO BE WATERED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

THE CONTRACTOR SHALL PROVIDE FOR ALL SEEDING AREAS TO BE WATERED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.



TYPICAL DETAIL PLAN VIEW OF RAIN GARDEN
 NOT TO SCALE



DETAIL RAIN GARDEN, TYPICAL CROSS-SECTION
 NOT TO SCALE

RAIN GARDEN SIZING (RAIN GARDEN)

RAIN GARDEN SIZING (RAIN GARDEN)
 1. DETERMINE THE DESIGN FLOW RATE (Q) IN GPM.
 2. DETERMINE THE DESIGN FLOW RATE (Q) IN GPM.
 3. DETERMINE THE DESIGN FLOW RATE (Q) IN GPM.

GARDEN BOTTOM AREA CALCULATION:

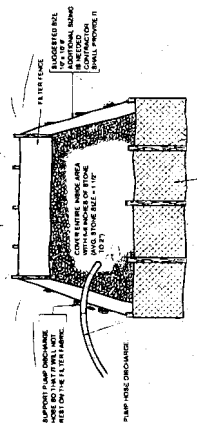
GARDEN BOTTOM AREA CALCULATION:
 1. DETERMINE THE DESIGN FLOW RATE (Q) IN GPM.
 2. DETERMINE THE DESIGN FLOW RATE (Q) IN GPM.

PLANT SCHEDULE FOR RAIN GARDEN "A"

Code	Species	Quantity	Notes
AT	Asplenium Platyneuron	10	10\"/>

PLANT SCHEDULE FOR RAIN GARDEN "B"

Code	Species	Quantity	Notes
AT	Asplenium Platyneuron	10	10\"/>



FILTER FABRIC DEWATER BASIN
 SCALE: NONE

DEWATERING EXCAVATION
 IF THE WATER TABLE IS ENCOUNTERED DURING EXCAVATION THE WATER TABLE SHALL BE LOWERED TO THE LEVEL OF THE DEWATERING BASIN AS SHOWN IN THE DEWATERING BASIN DETAIL.

THE PUMP DISCHARGE SHALL BE DIRECTED TO THIS BASIN TO PREVENT BIODOMESTIC CONTAMINATION. THE CONTRACTOR SHALL INSTALL A DEWATERING BASIN AS SHOWN IN THE DEWATERING BASIN DETAIL.

FRISSELLA-BALCH & ASSOCIATES
 LAND SURVEYORS

STATEMENT MADE IN ACCORDANCE WITH THE PROFESSIONAL SEAL OF THE SURVEYOR

DATE: APRIL 2014
 PROJECT: STORMWATER AND EROSION CONTROL DETAILS

LOT 87 OF ASSESSOR'S MAP 12

MARK BARD
 CLARKES VILLAGE ROAD
 IN THE TOWN OF JAMESTOWN, RI

JEFFREY K. BALCH, P.E.
 SCALE: AS NOTED

SHEET 2 OF 2