



**TOWN COUNCIL MEETING**  
**Jamestown Town Hall**  
**Rosamond A. Tefft Council Chambers**  
**93 Narragansett Avenue**  
**Tuesday, August 16, 2016**  
**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, 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) Town Council Sitting as the Alcoholic Beverage Licensing Board**

- 1) **NOTICE** is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3 Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended, that the following **NEW** license application has been received by the Town Council under said Act, for the period August 16, 2016 to November 30, 2016 (duly advertised in the *Newport Daily News* August 1 & 8 and *Jamestown Press* August 4 & 11 editions), and continued from the public hearing of July 19, 2016:

**CLASS B – VICTUALER – LIMITED**

PP Jamestown, LLC  
dba: Preppy Pig BBQ  
35 Narragansett Avenue  
Jamestown, RI 02835

- a) Approval of the Liquor License for a **NEW CLASS B – VICTUALER – LIMITED LICENSE**; review and discussion and/or potential action and/or vote

- b) Approval to raise the **CLASS B – VICTUALER – LIMITED LICENSE CAP** to Two (2) [Present Cap One (1)] and set the **CLASS B – VICTUALER – LIMITED LICENSE CAP** at Two (2); review and discussion and/or potential action and/or vote
    - c) Approval to raise the total number of **LIQUOR LICENSES** in the Town of Jamestown to **THIRTEEN (13)** from Twelve (12); review and discussion and/or potential action and/or vote
  - B) Licenses and Permits; review and discussion and/or potential action and/or vote
    - 1) Multi-License Application (new), continued from June 27, 2016  
Victualing and Entertainment
      - a) PP Jamestown, LLC dba: Preppy Pig BBQ  
Location: 35 D Narragansett Avenue
    - 2) Holiday License (new), continued from June 27, 2016
      - a) PP Jamestown, LLC dba: Preppy Pig BBQ  
Location: 35 D Narragansett Avenue
  - C) Public Hearings
    - 1) Proposed Amendment of the Jamestown Code of Ordinances: Chapter 14 Buildings and Building Regulations Article V. Responsibilities of Property Owners (new) Sec. 14-100 Purpose (new) Sec. 14-101 Definitions (new); Sec. 14-102 Applicability (new); Sec. 14-103 Registration Required (new); Sec. 14-104 Registration Form (new); Sec. 14-105 Registration Term; Sec. 14-106 Filing Requirements (new); Sec. 14-107 Fees (new); Sec. 14-108 Occupancy Limits (new); Sec. 14-109 Landlord/Owner’s Obligations (new); and Sec. 14-110 Enforcement: Penalty and Fines for Violation (new); review and discussion and/or potential action and/or vote

**V. OPEN FORUM**

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

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

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

- A) Administrator’s Report: Town Administrator Andrew E. Nota
  - 1) Heads Beach Improvement

**VII. UNFINISHED BUSINESS**

- A) Jamestown Seniors: Grange Lease – Town Council authorization for signing by Town Administrator; review and discussion and/or potential action and/or vote
- B) 2016 Centennial Grant: Future Native American programming and recognition; review and discussion and/or potential action and/or vote

**VIII. NEW BUSINESS**

- A) RI Resource Recover Corporation: Addendum to FY 2015-2017 Solid Waste and Recycling Services Agreement – Town Council approval and authorization for signing by the Town Administrator; review and discussion and/or potential action and/or vote

**IX. ORDINANCES AND APPOINTMENTS AND VACANCIES**

- A) Ordinances
  - 1) Amendment of the Jamestown Code of Ordinances, Chapter 38 Offenses and Miscellaneous Provisions, Article V. Weapons, Sec. 38-112 Definitions (new); Sec. 38-113 Shooting Prohibited (new); Sec. 38-114 Use of Weapons in Self-Defense (new); and Sec. 38-115 Enforcement (new); review and discussion and/or potential action and/or vote to proceed to advertise in the *Jamestown Press* for public hearing on September 20, 2016
  - 2) Amendment of the Jamestown Code of Ordinances, Chapter 10 Animals, Article VII. Non-Domesticated Animals (new) Sec. 10-200 Feeding Non-Domesticated Animals (new); Sec. 10-201 Definitions (new); Sec. 10-202 Prohibitions (new); Sec. 10-203 Exceptions (new); and Sec. 10-204 Enforcement (new); review and discussion and/or potential action and/or vote to proceed to advertise in the *Jamestown Press* for public hearing on September 20, 2016
- B) Appointments and Vacancies
  - 1) Jamestown Housing Authority (One vacancy with an unexpired five-year term ending date of December 31, 2017); duly advertised; no applicants
  - 2) Jamestown Tax Assessment Board of Review – Alternate (One vacancy with a one-year term ending date of May 31, 2017); duly advertised; no applicants
  - 3) Jamestown Tree Preservation and Protection Committee (One vacancy with an unexpired three-year term ending date of December 31, 2016); duly advertised; no applicants

**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 19, 2016 (special meeting)

- 2) July 19, 2016 (executive session)
- 3) July 19, 2016 (regular meeting)
- B) Minutes from Boards, Commissions and Committees
  - 1) Jamestown Fire Department Compensation Committee (7/12/2016)
  - 2) Jamestown Philomenian Library Board of Trustees (06/07/2016)
  - 3) Jamestown Philomenian Library Board of Trustees (07/12/2016)

C) CRMC Notices

- 1) August 2016 Calendar

D) Abatements/Addenda of Taxes

Total Abatements: \$146,605.13      Total Addenda: \$147,806.45

- 1) Motor Vehicles – Abatements to 2016 Tax Roll

**Account/Abatement Amount**

- a) 01-0471-02M      \$ 59.17
- b) 13-1281-20M      \$ 105.39

- 2) Properties – Abatements to 2016 Tax Roll

**Account/Abatement Amount**

- a) 02-0884-00      \$ 6,714.97
- b) 03-1137-70      \$ 4,603.44
- c) 03-1154-00      \$ 4,245.65
- d) 04-0349-50      \$ 782.50
- e) 04-0775-75      \$ 1,283.16
- f) 04-0775-75      \$ 796.49
- g) 04-0863-01      \$13,041.01
- h) 06-0005-00      \$ 2,667.52
- i) 06-0115-50      \$13,764.04
- j) 07-0719-50      \$ 4,055.01
- k) 08-0369-80      \$ 3,374.71
- l) 08-0415-75      \$ 4,711.50
- m) 08-0710-00      \$ 6,825.45
- n) 08-0828-12      \$ 3,712.83
- o) 08-0828-25      \$ 744.76
- p) 08-0828-25      \$19,694.44
- q) 12-0239-90      \$ 2,096.36
- r) 12-0868-36      \$ 5,565.45
- s) 13-0099-00      \$ 2,409.53
- t) 13-1194-20      \$ 3,622.16
- u) 18-0012-97      \$ 7,218.57
- v) 18-0817-25      \$ 7,436.53
- w) 18-0064-05      \$ 3,835.73
- x) 19-0365-85      \$ 4,336.49
- y) 19-0471-51      \$ 2,479.03
- z) 19-1256-10      \$ 103.82
- aa) 20-0033-50      \$ 2,792.20
- bb) 20-0622-00      \$ 3,053.89
- cc) 23-0247-01      \$ 4,210.04

- dd) 23-0247-01 \$ 2,157.49
- 3) Motor Vehicles – Addenda to 2016 Tax Roll
- Account/Addenda Amount**
- a) 06-0168-56M \$ 1,638.13
- b) 13-1281-18M \$ 105.39
- c) 13-1990-30M \$ 28.48
- 4) Properties – Addenda to 2016 Tax Roll
- Account/Addenda Amount**
- a) 01-0471-40 \$ 4,603.44
- b) 01-0680-35 \$ 3,053.89
- c) 02-0564-02 \$ 5,714.55
- d) 02-0778-90 \$ 744.76
- e) 02-0778-90 \$19,694.44
- f) 02-1776-00 \$ 2,409.53
- g) 01-1708-00 \$ 4,210.04
- h) 03-0115-00 \$13,764.04
- i) 03-0681-05 \$ 3,712.83
- j) 04-0268-00 \$13,041.01
- k) 04-0343-70 \$ 2,096.36
- l) 04-0775-75 \$ 6,825.45
- m) 04-0994-32 \$ 3,374.71
- n) 06-0161-15 \$ 4,711.50
- o) 08-0455-25 \$ 4,105.80
- p) 08-0770-70 \$ 7,436.53
- q) 13-0214-40 \$ 7,218.57
- r) 13-0406-00 \$ 796.49
- s) 13-1839-00 \$ 3,622.16
- t) 15-0247-46 \$ 103.82
- u) 15-0350-00 \$ 5,565.45
- v) 16-0286-01 \$ 4,336.49
- w) 18-0012-97 \$ 4,245.65
- x) 18-0036-00 \$ 2,667.52
- y) 19-0268-00 \$ 6,714.97
- z) 19-0763-57 \$ 2,479.03
- aa) 20-0394-90 \$ 3,835.73
- bb) 23-0246-40 \$ 2,157.49
- cc) 23-0408-12 \$ 2,792.20
- E) One Day Event/Entertainment License Applications
- 1) Applicant: Georges Gregoire  
 Event: Peter Gregoire Celebration of Life  
 Date: August 27, 2016  
 Location: Fort Getty Pavilion
- 2) Applicant: Cory C. Rosa  
 Event: Frank and Ana’s 50<sup>th</sup> Birthday Party  
 Date: September 18, 2016

- Location: Fort Getty Pavilion
- 3) Applicant: Dee Davies Lamay
  - Event: 60<sup>th</sup> Birthday Party
  - Date: September 25, 2016
  - Location: Fort Getty Pavilion
- 4) Applicant: Mark Esposito-Jamestown Police Department
  - Event: Wheels n' Steel
  - Date: October 16, 2016
  - Location: Fort Getty Campground

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

- A) Communications
  - 1) Letter of Deborah A. Foppert, Esq. re: revised proposed subdivision of Plat 8 Lot 68 (located between Arnold Avenue and Westwind Drive) into three lots being heard before the Jamestown Planning Commission on August 17, 2016

**XII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS**

**XIII. EXECUTIVE SESSION**

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

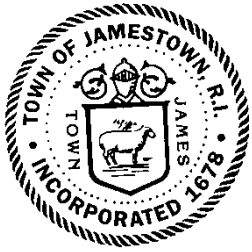
- A) Pursuant to RIGL §42-46-5(a) Subsection (1) Personnel (Town Administrator's performance review); review and discussion and/or potential action and/or vote in executive session and/or open session

**XIV. ADJOURNMENT**

***Pursuant to RIGL § 42-46-6(c) Notice of this meeting shall be posted on the Secretary of State's website and at the Town Hall and the Jamestown Philomenian Library.***

***In addition to the two above-mentioned locations, notice also may be posted, from time to time, at the following location: Jamestown Police Station; and on the Internet at [www.jamestownri.gov](http://www.jamestownri.gov).***

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



**Jamestown, Rhode Island**  
**NOTICE**

It is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended, that the following application has been received by the Town Council for the **NEW** license under said Act, for the period August 16, 2016 to November 30, 2016.

**NEW LICENSE:**

**CLASS B – VICTUALER – LIMITED**

PP Jamestown, LLC  
dba: Preppy Pig BBQ  
35 D Narragansett Avenue  
Jamestown, RI 02835

The above application will be in order for hearing at a meeting of said Licensing Board on **Tuesday, August 16, 2016 at 7:00 p.m.** at the Jamestown Town Hall, Rosamond A. Tefft Council Chambers, 93 Narragansett Avenue, in said Jamestown, at which time and place all remonstrants may make their objections against granting this license.

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

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

Advertisement: *Newport Daily News* editions of August 1<sup>st</sup> and August 8<sup>th</sup>  
*Jamestown Press* editions of August 4<sup>th</sup> and August 12<sup>th</sup>







## **Town of Jamestown**

Town Clerk's Office  
Town Hall  
93 Narragansett Avenue  
Jamestown, Rhode Island 02835-1199  
401-423-9800 Fax 401-423-7230  
Email: [cfernstrom@jamestownri.net](mailto:cfernstrom@jamestownri.net)

**Cheryl A. Fernstrom, CMC**  
Town Clerk/Probate Clerk

### **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 **Tuesday, August 16, 2016 at 7:00 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances. 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 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays.

**Section 1.** The Town Council of the Town of Jamestown hereby ordains that the Jamestown Code of Ordinances, Chapter 14 Buildings and Building Regulations Article V. Responsibilities of Property Owners (new) Sec. 14-100 through Sec. 14-110 (new), as the same may have been heretofore amended, is hereby amended.

The following is a summary description of the proposed amendments:

To provide necessary regulation and control over residential rental units to protect adjacent property owners, occupants and neighborhoods from becoming blighted as a result of inadequate maintenance and lack of security and responsibility by landlords and renters from causing harm to the peace, quiet enjoyment and tranquility of citizens of the surrounding community and town.

**Section 2.** This Ordinance amendment shall take effect upon its passage.

A copy of the entire amendment, as proposed, is available for review at the Jamestown Philomenian Library, 26 North Road; Jamestown Town Hall, 93 Narragansett Avenue; and online at [www.jamestownri.gov](http://www.jamestownri.gov).

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

**FOR ADVERTISEMENT IN THE JAMESTOWN PRESS: August 4<sup>th</sup> edition.**

**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 **Tuesday, August 16, 2016 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 14 – Buildings and Buildings Regulation**. 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 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 at [www.jamestownri.gov](http://www.jamestownri.gov).

**Section 1.** The Town Council of the Town of Jamestown does hereby resolve that the Jamestown Code Of Ordinances, **Chapter 14 – Buildings and Buildings Regulation**, as the same may have been heretofore amended, is hereby amended by changing the text of the Chapter, as follows:

NOTE: words set as ~~striketrough~~ 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.

NOTE: amendments to the terms and conditions set forth at Exhibit A may be made based on comments received during the public hearing.

**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): \_\_\_\_\_  
Publication Source:     Jamestown    Press \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
Action: \_\_\_\_\_  
Certified: \_\_\_\_\_

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Exhibit A

**CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE V. – RESPONSIBILITIES OF PROPERTY OWNERS**

Sec. 14 – 100. – Residential Rental Unit Registration - Purpose.

This chapter is enacted for the purpose of providing necessary regulation and control over residential rental units to protect adjacent property owners, occupants and neighborhoods from becoming blighted as a result of inadequate maintenance and lack of security and responsibility by landlords and renters from causing harm to the peace, quiet enjoyment and tranquility of citizens of the surrounding community and town.

Sec. 14 – 101. - Definitions.

Words and phrases used in this chapter shall have the following meanings, unless otherwise clearly indicated by the context:

RENTAL UNIT: A structure, dwelling unit or portion of a dwelling unit thereof providing living facilities for one or more persons, including provisions for sleeping.

REGISTRAR: The Town Clerk of the Town of Jamestown.

RESIDENTIAL RENTAL: A lease or other arrangement, written or verbal, for the occupation of a rental unit.

SHORT-TERM RESIDENTIAL RENTAL: A lease or other contractual arrangement for the occupation of a dwelling unit for 90 days or less; provided, however, that this term does not include an extension, including a month-to-month extension, granted without an intervening period of non-occupancy to tenants currently occupying the rental unit under a written lease for a term of more than six months.

Unless otherwise defined in this section, words and phrases shall have the meaning stated in Article 82-103 of the Zoning Code, if defined therein.

Sec. 14 – 102. - Applicability.

The provisions of this chapter shall apply to each and every Rental Unit except (1) hotels and motels; (2) group homes, community residences, family day care homes, congregate housing, and bed and breakfast establishments permitted.

1 Sec. 14 – 103. - Registration Required.

2  
3 Each and every Rental Unit, or part(s) of, which are let, leased, rented or  
4 otherwise occupied, in whole or in part, via lease or other arrangement, written or oral,  
5 shall be registered by the record property owner(s) or his or her agent with the Registrar  
6 before any tenant occupies the Rental Unit.

7  
8 Sec. 14 – 104. - Registration Form.

9  
10 A rental registration form shall be filed with the Registrar for each and every  
11 Residential Rental of a Rental Unit located in any property located in the town on a form  
12 prepared by and provided by the Registrar. The rental registration form shall contain at  
13 least the following information, and such other information which the Registrar deems  
14 useful and necessary to further the purposes of this chapter: the name and permanent  
15 mailing address of the record owner(s) of the Rental Unit and their emergency  
16 contact/property manager’s contact information, who must be available within thirty (30)  
17 minutes after any contact by any town official.

18  
19 Sec. 14 – 105. - Registration Term.

20  
21 A residential registration shall be valid from May 1 to the following April 30,  
22 except that an initial registration filed after May 1 shall be valid from the date of  
23 registration until the following April 30.

24  
25 Sec. 14 – 106. - Filing Requirement.

26  
27 On or before May 1 of each year, the record owner of a Rental Unit subject to this  
28 chapter shall file a rental registration form with the Registrar.

29  
30 Sec. 14 – 107. – Fees.

31  
32 Any fees assessed pertaining to this program can be found in the Town’s  
33 Schedule of Fees, Appendix C, of the Town’s Code of Ordinances.

34  
35 Sec. 14 – 108. - Occupancy Limits of Residential Rentals.

36  
37 Residential Rental of a Rental Unit shall be limited to two adult persons per  
38 bedroom, in addition to any minor child, family member or ward, between the hours of  
39 1:00 a.m. and 6:00 a.m.

40  
41 Sec. 14 – 109. – Landlord/Owner’s Obligations.

42  
43 Posting of Ordinances: The record owner(s) of any Rental Unit shall post, in plain  
44 view and in a conspicuous place at the main entrance within the Rental Unit, a notice  
45 containing the full text of any and all ordinances of the town pertaining to noise, keeping  
46 dogs on a leash, parking, trash maintenance and disposal, and occupancy limits, and any

1 other ordinance requirement which the Registrar may deem appropriate from time to  
2 time. Printed form notices to meet this requirement shall be available at the office of the  
3 Registrar.

4  
5 Sec. 14 – 110. - Enforcement: Penalty and Fines For Violations.

6  
7 Any property owner found to be in violation of any provision of this article shall  
8 be fined as follows:

- 9  
10 (1) The first offense shall be punished by a fine of \$50.00.  
11  
12 (2) The second offense within any twelve month period shall be punished by a  
13 fine of \$200.00.  
14  
15 (3) The third offense and each subsequent offense within any twelve month  
16 period shall be punished by a fine of \$500.00.  
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19 Sec. 14 – 111 – 120. – Reserved.  
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# Town of Jamestown

## Public Works Department

93 Narragansett Ave ♦ Jamestown, RI 02835

Phone: (401) 423-7225

Fax: (401) 423-7226

August 2, 2016

Coastal Resources Management Council  
Oliver Stedman Government Center  
4808 Tower Hill Road; Suite 3  
Wakefield, RI 02879

RE: Heads Beach  
CRMC Maintenance Certification Request  
Town of Jamestown  
Department of Public Works

To Whom This May Concern:

The following information is submitted in support of a Maintenance Certification Request for Heads Beach a Town owned property on Seaside Drive in Jamestown:

- (2) copies of the Completed Maintenance Certification
- (1) copy of building permit letter
- (1) copy of Proof of Property Ownership
- (2) copy of aerial photo with proposed improvements

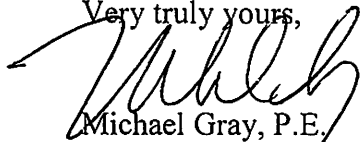
The property has a public beach, parking area, and gravel access road for unloading/loading of small boats and kayaks. The Town has been experiencing issues with vehicles parking in undesignated areas including on the beach.

The gravel access drive and parking area requires general maintenance work to prevent vehicles from parking on the beach and outside approved designated parking areas. (6) wooden posts are proposed along the beach at the terminus of the gravel access drive to prevent vehicles from parking on the beach. The distance between posts will allow for loading/unloading small boats. A wooden split rail fence is also proposed to prevent vehicles from parking on the lawn and picnic areas.

All work will be completed by the Town DPW. Posts will be installed with a small machine. Split rail fencing will be installed with hand tools. All work will be performed from the existing access drive.

If you have any questions or need additional information please call me at 423-7225.

Very truly yours,



Michael Gray, P.E.  
Public Works Director



# Town of Jamestown

## Tax Assessor



401-423-9802

93 Narragansett Avenue

Jamestown, Rhode Island 02835

August 1, 2016

TO WHOM IT MAY CONCERN:

According to the Tax Assessor's records, as of this date, the apparent owner of Plat 16, Lot 1 is the Town of Jamestown, with a mailing address of 93 Narragansett Avenue, Jamestown, RI 02835. Said property is located at Head's Beach, Seaside Drive, Jamestown, RI.

A handwritten signature in cursive script that reads "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

File No. \_\_\_\_\_

**CRMC MAINTENANCE CERTIFICATION REQUEST**

Owner's Name TOWN OF JAMESTOWN  
 Mailing Address 93 NARRAGANSETT AVENUE  
 Town JAMESTOWN State RI Zip Code 02835

**PROJECT LOCATION**

Plat 16 Lot(s) 1  
 Street SEASIDE DRIVE - HEADS BEACH (TOWN)  
 City/Town JAMESTOWN Tel. No. (Home) \_\_\_\_\_ (Bus.) 423-7225  
 Waterway NARRAGANSETT BAY Contact Person Tel. No. MICHAEL GRAY  
 Estimated Project Cost \$500

**DESCRIPTION OF FACILITY TO BE MAINTAINED, TYPE OF FACILITY AND PRESENT CONDITIONS:**

Heads Beach is a Town owned property located on Seaside Drive in Jamestown. The Property has a public beach, parking area, and gravel access road for unloading/loading of small boats and kayaks. Unfortunately vehicles are parking in undesignated areas.

Contractor Name and RI Contractor's License Number: \_\_\_\_\_

PREVIOUS CRMC OR HARBORS AND RIVERS PERMIT NO. (ATTACH COPY): \_\_\_\_\_

YEAR WHICH FACILITY WAS BUILT: \_\_\_\_\_

**PROVIDE A DETAILED DESCRIPTION OF THE PROPOSED MAINTENANCE ACTIVITY (See NOTE "A"-->)**

(6) Wooden posts are proposed along the beach at the terminus of the gravel access drive to prevent vehicles from parking on the beach. The distance between posts will allow for loading/unloading small boats. A wooden split rail fence is proposed to prevent parking on the grass.

**DESCRIBE EQUIPMENT TO BE USED, CONSTRUCTION METHODS, ACCESS ROUTES, ETC...**

Posts will be installed with a small machine. Split rail fencing will be installed with hand tools. All work will be performed from the existing access drive.

IS THIS APPLICATION BEING SUBMITTED IN RESPONSE TO A COASTAL VIOLATION? YES \_\_\_\_\_ NO X

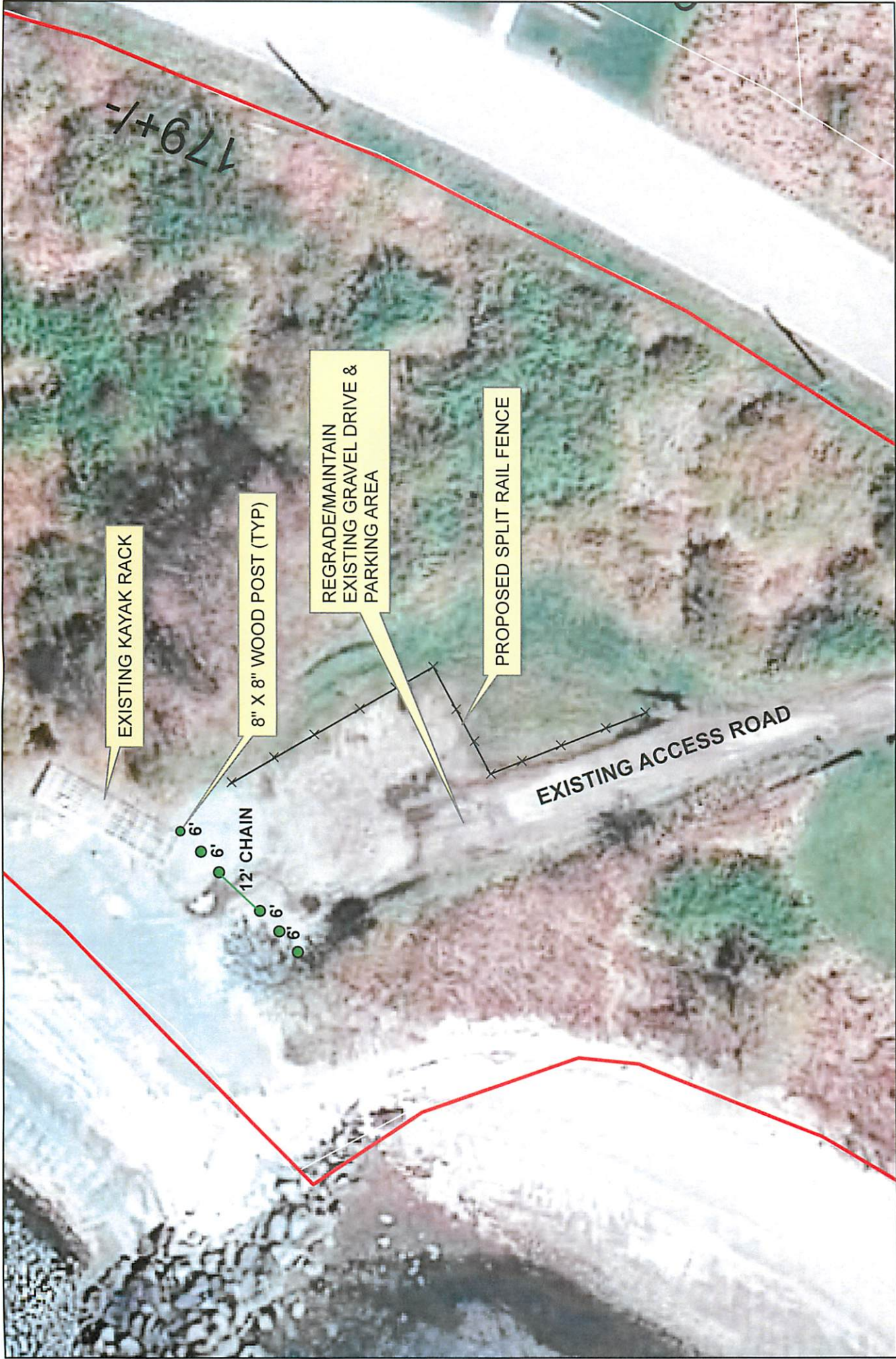
IF YES, YOU MUST INDICATE NOV OR C&D NUMBER: \_\_\_\_\_

IS THIS SITE WITHIN A DESIGNATED HISTORIC DISTRICT? \_\_\_\_\_

[Signature]  
 Owner's Signature

NOTE: The applicant acknowledges by evidence of their signature that they have reviewed the Rhode Island Coastal Resources Management Program, and have, where possible adhered to the policies and standards of the program. The applicant also acknowledges by evidence of their signature that to the best of their knowledge the information contained in the application is true and valid. The filing of false information can result in the Coastal Resources Management Council revoking state assent.

SEE REVERSE SIDE →



**Plat 16 Lot 1  
Head's Beach  
Jamestown, RI**



**Legend**

Tax Parcels





TO: Coastal Resources Management Council  
4808 Tower Hill Road Suite 3  
Wakefield, RI 02879  
Phone: (401) 783-3370



FROM: Building Official

DATE: 8-2-2016

SUBJ: Application of: TOWN OF JAMESTOWN

Location: HEADS BEACH, JAMESTOWN

Address: SEASIDE DRIVE Plat No. 16 Lot No. 1

To Construct: INSTALL WOODEN POSTS AND SPLIT RAIL FENCE

I hereby certify that I have reviewed \_\_\_\_\_ foundation plan(s).  
\_\_\_\_\_ plan(s) for entire structure  
 site plans  
Titled: HEADS BEACH

Date of Plan (last revision): AUG 2016

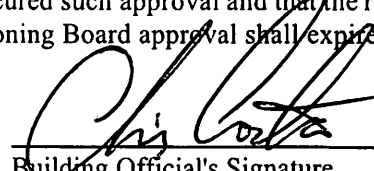
and find that the issuance of a local building permit is not required as in accordance with Section \_\_\_\_\_ of the Rhode Island State Building Code.

\_\_\_\_\_ and find that the issuance of a local building permit is required. I hereby certify that this permit shall be issued once the applicant demonstrates that the proposed construction/activity fully conforms to the applicable requirements of the RISBC.

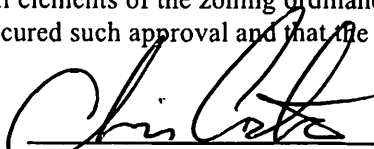
\_\_\_\_\_ and find that a Septic System Suitability Determination (SSD) must be obtained from the RI Dept. of Environmental Management.

\_\_\_\_\_ and find that a Septic System Suitability Determination (SSD) need not be obtained from the RI Dept. of Environmental Management.

\_\_\_\_\_ and find that said plans conform with all elements of the zoning ordinance, and that if said plans require zoning board approval, that the applicant has secured such approval and that the requisite appeal period has passed with no appeal filed or appeal is final. The Zoning Board approval shall expire on \_\_\_\_\_.

  
Building Official's Signature      8-2-16  
Date

and find that said plans conform with all elements of the zoning ordinance, and that if said plans require zoning board approval, that the applicant has secured such approval and that the requisite appeal period has passed with no appeal filed or appeal is final.

  
Zoning Officer's Signature      8-2-16  
Date



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) 783-2069

## Certificate of Maintenance

August 2, 2016

Town of Jamestown  
93 Narragansett Avenue  
Jamestown, RI 02835

RE: CRMC Assent No. M2016-08-015: install wood post at the end of the gravel drive. Install split rail fence to prevent vehicles from parking on the beach and the grass, as per the approved plan.  
Project Location: Seaside Drive (Head's Beach), Jamestown; Plat 16, Lot 1

Dear Applicant:

The Coastal Resources Management Council has reviewed your project proposal and has determined that it conforms to RICRMP Section 300.14 and applicable standards. Construction authorized by this approval shall be limited to replacement, reconstruction, or rebuilding to approved, pre-existing conditions and dimensions of the above noted structure. This project must be completed within three (3) years of the date of this approval. If this project involves excess construction materials or debris, these materials shall be removed from the site and disposed of at a suitable legal upland location. No equipment access or storage of equipment, construction material or debris shall occur on coastal features. If the project involves earthwork, appropriate erosion controls shall be utilized. All applicable conditions of original CRMC Assents that pertain to this property shall be upheld unless otherwise modified by the CRMC. All applicable policies, prohibitions, and standards of the RICRMP shall be upheld.

A copy of this maintenance authorization to perform maintenance work shall be kept on site and available for inspection. The maintenance (blue) card must be posted on site during the duration of the project.

Sincerely,

  
Gregory Baribault, Engineering Tech IV  
Coastal Resources Management Council

/ajt

## **CAUTION:**

Permits issued by the CRMC confer no property rights, and are valid only with the conditions and stipulations under which they are granted. Permits imply no guarantee of renewal, and may be subject to denial, revocation, or modification.

Applicant agrees that as a condition to the granting of this assent, members of the Coastal Resources Management Council or its staff shall have access to applicant's property to make on-site inspections to insure compliance with the assent.

**The limits of authorized work shall be only for that which was approved by the CRMC. Any activities or alterations in which deviate from the approved plans will require a separate application and review. If the information provided to the CRMC for this review is inaccurate or did not reveal all necessary information or data, then this permit may be found to be null and void. Plans for any future alteration of the shoreline or construction or alteration within the 200' zone of CRMC jurisdiction or in coastal waters must be submitted for review to the CRMC prior to commencing such activity.**

Permits, licenses or easements issued by the Council are valid only with the conditions and stipulation under which they are granted and imply no guarantee of renewal. The initial application or an application for renewal may be subject to denial or modification. If an application is granted, said permit, license and easement may be subject to revocation and/or modification for failure to comply with the conditions and stipulations under which the same was issued or for other good cause.

**ATTENTION: ALL STRUCTURES AND FILLED AREAS IN THE TIDAL, COASTAL, OR NAVIGABLE WATERS OF THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS ARE SUBJECT TO:**

1. The Superior Property Rights of the State of Rhode Island and Providence Plantations in the Submerged and Submersible Lands of the Coastal, Tidal, and Navigable Waters;
2. The Superior Navigation Servitude of the United States;
3. The Police Powers of the State of Rhode Island and the United States to regulate Structures in the Tidal, Coastal, or Navigable Waters.

**THE SUBMERGED AND SUBMERSIBLE LANDS OF THE TIDAL, COASTAL, AND NAVIGABLE WATERS OF THE STATE ARE OWNED BY THE STATE AND HELD IN TRUST FOR THE PUBLIC. CONVEYANCE OF THESE LANDS IS ILLEGAL; TITLES PURPORTING TO TRANSFER SUCH LANDS ARE VOID. ASSENTS THAT INVOLVE THE FILLING OR USE OF THE STATES SUBMERGED LANDS ARE GRANTED WITH THE PROVISIO THAT IT IS SUBJECT TO THE IMPOSITION OF A USAGE FEE TO BE ESTABLISHED BY THE COASTAL RESOURCES MANAGEMENT COUNCIL.**





## AMENDED AND RESTATED LEASE

THIS INDENTURE OF AMENDED AND RESTATED LEASE made as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between CONANICUT GRANGE NO. 21, **PATRONS OF HUSBANDRY**, a Rhode Island corporation, (“Lessor”), and **FRIENDS OF JAMESTOWN SENIORS, INC.**, a Rhode Island non-profit corporation (the “Friends”), and the Town of Jamestown, a Rhode Island Municipal Corporation (the “Town”) (the Friends and Town, together, the “Lessee”);

### WITNESSETH THAT:

In consideration of the rents, covenants and agreements to be paid, kept and performed by Lessee, as hereinafter provided, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor that certain parcel of land with all buildings and improvements now or hereafter located thereon, being that parcel located on West Street, Jamestown, Rhode Island known as the Conanicut Grange, and more particularly described on Exhibit A attached hereto.

(Said premises, buildings and improvements are hereinafter collectively called the “Demised Premises”).

**TO HAVE AND TO HOLD** the Demised Premises, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Lessee for a term commencing July 1, 2016 and ending on June 30, 2066 (the “Term”), subject to extensions as hereinafter set forth. This Lease is made upon and subject to the covenants and agreements herein set forth.

### 1. RENTAL

1.1 During the Term, Lessee shall pay to Lessor a minimum annual net rental (the “Base Rent”) equal to Five Hundred Dollars (\$500) per year payable in one installment in advance on the 1<sup>st</sup> day of July of each year of the Term. Lessee covenants and agrees with the Lessor to pay said rent at the time and in the manner as aforesaid by checks or drafts payable to Lessor at 6 West St., Jamestown, Rhode Island or at such other place as Lessor may direct Lessee.

1.2 It is the purpose and intent of Lessor and Lessee that said rent shall be absolutely net to Lessor and that Lessee shall pay, without notice or demand, and without abatement, deduction or setoff, and save Lessor harmless from and against,

all costs, charges, duties, rates, license and permit fees, taxes, levies and assessments, insurance premiums, and expenses and obligations of every kind and nature whatsoever relating to the Demised Premises which may arise or become due during the term hereof (whether prior or subsequent to the date of commencement thereof), other than payment of any amounts secured by liens on the Demised Premises and created by Lessor, and in the event of any nonpayment of any of the foregoing, Lessor shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein or by law in the case of nonpayment of rent.

## 2. UTILITIES AND OTHER CHARGES.

Lessee will pay directly, before the same become delinquent, all charges, duties, rates, license and permit fees and other amounts of every description to which the Demised Premises or any part thereof or any improvement thereon, or Lessor or Lessee in respect thereof, may during the term hereof be assessed or become liable for electricity, gas, refuse collection, telephone, sewage disposal, water or any other utilities or services or any connection or meters therefor, whether assessed to or payable by Lessor or Lessee. Lessee will, within ten (10) days after written demand by Lessor, furnish Lessor with receipts or other evidence indicating that all such amounts have been paid.

## 3. TAXES AND ASSESSMENTS.

Lessee will pay to Lessor or directly to the appropriate government agency as additional rent, at least ten (10) days before the same become delinquent, all taxes, levies, assessments and other governmental charges of every description, general or special, ordinary or extraordinary, to which the Demised Premises or any part thereof or the rents therefrom or Lessor or Lessee in respect thereof, are now or may during the term hereof be assessed or become liable, whether assessed to or payable by Lessor or Lessee; provided, however, that with respect to any assessment made under a betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments of principal, together with interest on unpaid balances thereof, as shall become due and payable during the Term hereof or for any part thereof, and that current real property taxes shall be prorated between Lessor and Lessee as of the date of expiration of the Term. Lessee will, within ten (10) days after written demand by Lessor, furnish to Lessor an official receipt of the appropriate taxing or other governmental authority, or other evidence satisfactory to Lessor, evidencing the payment of the aforementioned taxes, levies and assessments.

4. COMPLIANCE WITH LAWS AND REGULATIONS.

Lessee will at all times during the Term hereof keep the Demised Premises in good order and a sanitary condition and observe and perform all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Demised Premises or any improvement thereof or use thereof, and with the orders, rules and regulations of the National Board of Fire Underwriters or similar organization so far as the same may relate to the use of the Demised Premises, and will indemnify Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of such laws, ordinances, orders, rules and regulations, or of this covenant.

5. INSPECTION.

Lessee, upon prior written notice, will permit Lessor at all reasonable times during the Term hereof to enter the Demised Premises and examine the state of repair and condition thereof, and the use being made of the same.

6. REPAIR AND MAINTENANCE.

Lessee will, at its own expense, from time to time and at all times during the Term hereof, repair and maintain and keep the Demised Premises and all buildings and other improvements now or hereafter built on the Demised Premises, together with all fixtures and items of personal property used or useful in connection therewith, with all necessary reparations and amendments whatsoever in good order and condition, reasonable wear and tear and such unavoidable casualty against which insurance is not required hereunder excepted.

7. WASTE AND UNLAWFUL USE.

Lessee will not make or suffer any strip or waste or unlawful, improper or offensive use of the Demised Premises.

8. ASSIGNMENT AND SUBLETTING.

Lessee will not assign or mortgage this Lease or sublet all or any portion of the Demised Premises, or otherwise transfer any interest herein without the prior written consent of the Lessor; **provided, however**, that this section shall not prevent rental of the Demised Premises to outsiders for various events approved by Lessee.

## 9. ALTERATIONS, CHANGES AND IMPROVEMENTS.

9.1 Lessee shall have the right, with the consent of Lessor, which consent shall not be unreasonably withheld, to make alterations, changes or improvements to the Demised Premises, including the construction of a building and an addition or additions thereto; or to acquire and install new machinery and equipment which Lessee deems necessary or expedient, the same to be made at Lessee's sole cost and expense. All such alterations, changes or improvements shall be accomplished in accordance with all applicable building codes and other state or municipal laws, rules and regulations.

9.2 All alterations, changes or improvements constituting leasehold improvements and any new building or buildings made or constructed shall be and become the property of Lessor absolutely upon the expiration of this Lease. Any machinery and equipment not permanently affixed to the Premises (as opposed to air conditioning and other leasehold improvements which as a matter of law are considered to be fixtures) shall remain the property of the Lessee subject only to the Lessor's lien thereon for the payment of rent under this Lease.

## 10. INSURANCE.

10.1 Lessee will, at its own cost and expense at all times during the Term hereof, insure and keep insured all buildings, structures, fixtures and improvements now or hereafter included in the Demised Premises and owned by Lessor against loss or damage by fire and such other perils as may be covered by the usual extended coverage endorsement to the standard fire insurance policy in the joint names of Lessor and Lessee, with an insurance company or companies approved by Lessor in an amount as near as practicable to full replacement cost of said buildings, structures, fixtures and improvements, but in any event in such amounts as to prevent the operation of standard co-insurance contract provisions, and shall pay all premiums and sums of money in respect of such insurance. Such policy or policies shall require the insurer to give Lessor at least ten (10) days' written notice of its intention to cancel, terminate or amend any such policy. In case the buildings, structures, fixtures and/or improvements, or any part thereof, which shall be located on the Demised Premises shall at any time during the Term hereof be damaged or destroyed in whole or in part by fire or other insurable casualty, all moneys received in respect of such insurance shall be paid to Lessee. Lessee shall have the right to rebuild, repair and restore the buildings, structures, fixtures and/or improvements so

destroyed or damaged. No such fire or other casualty shall result in any abatement or reduction of the rent payable hereunder, except as otherwise provided herein.

10.2 Lessee will also, at its own cost and expense, effect and maintain during the Term hereof, a policy or policies of comprehensive general liability insurance, or its equivalent, with minimum limits of not less than \$1,000,000 against claims for property damage in any one accident, such policy or policies to name Lessor as additional insured, to require the insurer to give Lessor at least ten (10) days' written notice of its intention to cancel, terminate or amend the insurance policy or policies in any material respect, and to cover the entire Demised Premises.

#### 11. LESSOR'S COSTS AND EXPENSES.

If Lessee shall fail to comply with any of its obligations hereunder, Lessor may, upon ten (10) days' prior written notice to Lessee (or without notice in case of emergency), take such action as may be required to cure any such default by Lessee. Lessee will pay to Lessor, on demand, all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in enforcing any of the covenants herein contained, in remedying any breach by Lessee of its covenants, in recovering possession of the Demised Premises, in collecting any delinquent rent, taxes or other charges payable by Lessee hereunder, or in connection with any litigation commenced by or against Lessee (other than condemnation proceedings) to which Lessor, without any fault on its part, shall be made a party.

#### 12. DESTRUCTION.

Damage to the Demised Premises, or any part thereof, by fire or any other cause, shall not terminate this Lease, and shall not entitle Lessee to surrender the Demised Premises or to any abatement or reduction in rent or otherwise affect the respective obligations of Lessor and Lessee hereunder; provided, however, that in the event that fire or other cause for which Lessee is obligated to maintain insurance hereunder shall render the Demised Premises unfit for occupancy for purposes of the conduct of a senior center and Lessor shall fail to make available to Lessee insurance proceeds in accordance with the provisions of Section 10 hereof, then the rent hereinbefore reserved, or a just and proportionate part thereof according to the nature and extent of the damage sustained, shall be abated until the Demised Premises shall have been put in proper condition by Lessor; and provided, however, that in case damage by fire or other cause cannot be repaired so as to make the Demised Premises tenantable for such purposes within ninety (90) days after the damage occurs, then

either Lessor or Lessee may cancel and terminate this Lease after thirty (30) days' written notice.

### 13. INDEMNIFICATION OF LESSOR.

13.1 Lessee shall indemnify and save harmless Lessor (regardless of Lessee's covenant to insure) against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the Lessee's negligent use, occupancy, conduct or management of or from any negligent work done in or about the Demised Premises, unless done by Lessor, any of its agents, contractors, servants, employees or licensees, and shall further indemnify and save Lessor harmless against and from any and all claims arising during the Term hereof from any hazardous condition of the Demised Premises, or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or arising from any negligent act of Lessee or any of its agents, contractors, servants, employees or licensees, to any person, firm or corporation occurring during the Term hereof in or about the Demised Premises or upon or under said areas, and from and against all reasonable costs, counsel fees, expenses or liabilities incurred in or about any such claim or action or proceeding brought thereon.

13.2 Lessee shall pay and indemnify Lessor against reasonable legal costs and charges, including reasonable counsel fees, incurred in obtaining possession of the Demised Premises after the default of Lessee or upon expiration or earlier termination of the Term hereof, other than by reason of any default of Lessor, or in enforcing any covenant or agreement of Lessee herein contained.

### 14. LIENS.

14.1 Lessee will not commit, suffer any act or neglect whereby the Demised Premises or any improvements thereon or the estate of Lessor therein shall at any time during the Term hereof become subject to any attachment, judgment, lien, charge or encumbrance whatsoever, except as herein expressly provided, and will indemnify and hold Lessor harmless from and against all loss, costs and expenses, including reasonable attorneys' fees, with respect thereto.

14.2 If any mechanic's laborer's or materialmen's lien shall at any time be filed against the Demised Premises or any part hereof, Lessee, within thirty (30) days after notice of the filing thereof shall cause the same to be discharged of record by payment, bonding or otherwise, and if Lessee, within thirty (30) days after notice of

the filing thereof shall cause the same to be discharged of record by payment , bonding or otherwise, and if Lessee shall fail to cause the same to be discharged, then Lessor may, in addition to any other right or remedy, cause the same to be discharged, either by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit or by bonding proceedings, and all amounts so paid by Lessor, together with all costs and expenses incurred in connection therewith, shall be paid by Lessee to Lessor, on demand, as additional rent hereunder.

14.3 Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied by interference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Demised Premises or any part thereof. Notice is hereby given that Lessor shall not be liable for any labor or materials or services furnished or to be furnished to Lessee upon credit, and that no mechanic's or other lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Lessor in the premises or in this Lease.

## 15. DEFAULT.

15.1 In the event that during the Term hereof any of the following events shall occur, namely:

(a) Lessee shall default in the payment of any installment of rent for fifteen (15) days after the same shall become due, during which fifteen-day period Lessee may cure the default;

(b) Lessee or any permitted assignee of Lessee shall (i) apply for or consent to an appointment of a receiver, a trustee or liquidator of it or of all or a substantial part of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated a bankrupt or insolvent; (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or corporate action shall be taken by it for the purpose of effecting any of the foregoing;

(c) An order, judgement or decree shall be entered, without the application, approval or consent of Lessee or any permitted assignee of Lessee by any court of competent jurisdiction, approving a petition seeking reorganization of Lessee or such assignee or appointing a receiver, trustee or liquidator of Lessee or such assignee or of all or a substantial part of its assets and such order, judgement or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days; or

(d) Any other default by Lessee or any permitted assignee of Lessee hereunder shall continue uncorrected for thirty (30) days after written notice thereof from Lessor, during which thirty (30) day period Lessee or such assignee may cure the default; then Lessor may, by giving written notice to Lessee at any time thereafter during the continuance of such default, either (a) terminate this Lease, or (b) re-enter the Demised Premises by summary proceedings or otherwise, expelling Lessee and removing all of Lessee's property therefrom, and relet the Demised Premises and receive the rent therefrom; but Lessee shall remain liable for the equivalent of the amount of all rent reserved herein. Lessee shall also be liable for the reasonable cost of obtaining possession of and reletting the Demised Premises and of any repairs and alterations or other payments necessary to prepare them for reletting. Any and all such amounts shall be payable to Lessor upon demand. Notwithstanding anything contained herein to the contrary, no termination of this Lease prior to the last day of the Term hereof, except as provided in Section 12 or 13 hereof, shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

15.2 Lessee hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter or notice to quit provided for in any statute, or of the institution of legal proceedings to that end, and Lessee, for and on behalf of itself and all persons claiming through or under Lessee (including any leasehold mortgage or other creditor) also waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Lessee shall be dispossessed by a judgment or by warrant of any court or judge, or in case of re-entry or repossession, or in case of any termination of the Lease. Lessor and Lessee also, so far as permitted by law, waive and will waive any and all right to a trial by jury in the event that summary possession proceedings shall be instituted by Lessor.

15.3 In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity, or by statute or otherwise, as



though re-entry, summary proceedings and other remedies were not provided for in this Lease.

15.4 Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing, at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise.

## 16. CONDEMNATION.

16.1 In case at any time or times during the Term hereof all or substantially all of the Demised Premises shall be taken or condemned by any authority having the power of eminent domain, then and in every such case, the estate and interest of Lessee in the premises so taken or condemned shall at once terminate, net rent hereunder shall be adjusted as of the date of taking, and all compensation and damages payable for or on account of any improvements made by the Lessee shall be and become the absolute property of the Lessor.

16.2 In case at any time or times during the Term hereof less than all or substantially all of the Demised Premises shall be taken or condemned as aforesaid, then unless Lessee shall elect to terminate and cancel this Lease by sixty (60) days prior written notice to Lessor (in which case, the taking shall be treated as a taking of all or substantially all of the respective premises under Section 16.1 above), this Lease shall remain in full force and effect. In such event, the fixed rent payable hereunder shall be reduced from and after the date of the taking in the same proportion as the number of square feet in the Demised Premises lost by reason of such taking bears to the entire number of square feet in the Demised Premises prior to the taking.

## 17. CONDITION OF AND TITLE TO PROPERTY.

Lessee represents that the Demised Premises, the title thereto, the sidewalks and structures adjoining the same, and any subsurface conditions thereof, and the present uses and non-uses thereof, have been examined by Lessee, and Lessee agrees that it will accept the same in the condition or state in which they, or any of them, now are, without representation or warranty, express or implied in fact or by law, by

Lessor, and without recourse to Lessor as to the title thereto, the nature, condition or usability thereof, or the use or uses to which the Demised Premises, or any part thereof, may be put.

## 18. INDEPENDENT COVENANTS – NO WAIVER.

18.1 Each and every one of the covenants and agreements contained in this Lease shall be for all purposes construed to be separate and independent covenants and the waiver of the breach of any covenant contained herein by Lessor shall in not discharge or relieve Lessee from Lessee's obligation to perform each and every of the covenants contained herein.

18.2 If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

18.3 The failure of Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant. A receipt by Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor. All remedies to which Lessor may resort under the terms of this Lease or by law provided shall be cumulative.

## 19. MATTERS OF RECORD

This Lease and the rights of Lessee hereunder are subject and subordinate in all respects to all matters of record, including, without limitation, deeds and all other restrictions or covenants in recorded instruments.

## 20. PRIOR NEGOTIATIONS.

This Lease merges and supersedes all prior negotiations, representations and agreements and constitutes the entire contract between the parties hereto concerning the leasing of the Demised Premises, the improvements thereon and the other matters provided for herein.

21. QUIET ENJOYMENT.

Lessor covenants that Lessee, upon paying the rent and performing the covenants hereof on the part of Lessee to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privileges and easements throughout the Term hereof without any lawful hindrance by Lessor and any person claiming by, through or under it.

22. RETURN OF PREMISES.

At the expiration or other termination of the Term hereof, Lessee will remove from the Demised Premises its property and that of all claiming under it and will peaceably yield up to Lessor the Demised Premises in as good condition in all respects as the same were at the commencement of this Lease, except for ordinary wear and tear, damage by the elements, by any exercise of the right of eminent domain by any public or other authority, or damage which Lessor is required herein to replace, restore or rebuild.

23. CONSTRUCTION.

The mention of the parties hereto by name or otherwise shall be construed as including and referring to their respective successors and assigns as well as to the parties themselves whenever such construction is required or admitted by the provisions hereof; and all covenants, agreements, conditions, rights, powers and privileges hereinbefore contained shall inure to the benefit of and be binding upon the successors and assigns of such parties, unless otherwise provided.

24. MEMORANDUM OF LEASE.

At the request of either party, the other party shall duly execute and acknowledge for the recordation purposes a memorandum of this Lease, which shall recite the names of the parties, describe the Demised Premises, specify the term and provide that this Lease is made upon the rents, terms, covenants and conditions contained in an indenture of lease between the parties bearing the date hereof.

25. NOTICES.

Whenever notice shall be given under this Lease, the same shall be in writing and shall be sent by certified or registered mail as follows:

To the Lessor:

CONANICUT GRANGE NO. 21, P OF H  
c/o Conanicut Grange Hall  
6 West Street  
Jamestown, RI 02835

To the Lessee:

FRIENDS OF JAMESTOWN SENIORS, INC.  
P.O. Box 184  
Jamestown, RI 02835

Town of Jamestown  
Town Administrator  
93 Narragansett Avenue  
Jamestown, RI 02835

Or to such other address or addresses as each party may from time to time designate by like notice to the other.

## 26. LIMITATION OF LIABILITY.

It is understood and agreed that the covenants and agreements of the parties hereto run with the land and that no covenant or agreement express or implied of Lessor shall be binding upon the Lessor except in respect of any breach or breaches thereof committed during the Lessor's ownership of the Demised Premises. In no event shall Lessor ever be liable for special or consequential damages. Lessee shall neither assert nor seek to enforce any claim for breach of this lease against any of the Lessor's assets other than Lessor's interest in the Demised Premises and in the rents, issues and profits thereof, and Lessee agrees to look solely to such interest for the satisfaction of any liability of Lessor under this lease.

## 27. OPTIONS TO RENEW

The Lessee shall have the option to renew this lease for successive terms of fifty (50) years each, so long as Lessee is not in default of this Lease at the time of exercise of such option. Lessee shall exercise such option by written notice sent to

Lessor by the 30<sup>th</sup> of June of the year of expiration of the Term, or the extended term, as the case may be, and upon the sending of such notice, this Lease shall be deemed extended by an additional fifty (50) years.

## 28. SPECIAL PROVISIONS.

As part of the consideration for Lessor's willingness to enter into this Lease, Lessee agrees as follows:

(a) No liquor shall be sold on the Premises; provided, however that this provision shall not prevent an organization from bringing liquor of its members and guests onto the Premises for their own use, so long as such liquor is not sold to others.

(b) The Friends of Jamestown Seniors shall enter into arrangements with an organization of their choosing for the operation for the operation of the senior meal site and with the Town of Jamestown for the operation of the senior center.

(c) The Friends agree that for the term of this Lease the Lessee shall permit at least one member designated by the Lessor and one member designated by the VFW Jamestown Memorial Post 9447 to sit on the Lessee's Board of Directors (or Trustees).

(d) In the event, at any time during the Term, the Premises proves unsuitable for the continued operation of a senior center, Lessee shall have the right to terminate this Lease and return the Premises to the Lessor, so long as Lessee is not at the time in default under the terms of this Lease.

(e) Lessor shall have the right to use the Premises for three (3) Wednesday nights per month for Grange meetings and four (4) weekend days/nights per year (to be scheduled so as not to conflict with other activities) for Grange activities. Further, the VFW shall have the right to use the Premises at least one (1) night per month. All of the above uses shall be free of charge; however, said uses shall comply with the reasonable and customary requirements of the Town for use of Town facilities. Any additional use of the Premises by the Lessor or the VFW shall be subject to further agreement between Lessor and Lessee.

(f) Lessee shall be permitted to erect additional signage identifying the Premises as the Jamestown Senior Center. Signage shall be maintained on the building naming the building the Conanicut Grange Hall.

(g) Storage room shall be allowed to the Lessor for storage of regalia, records and similar items. Special Grange furnishings identified with a brass plate shall not be used by others for any purpose other than Grange use.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

LESSOR:

**CONANICUT GRANGE  
NO. 21, PATRONS of HUSBANDRY**

By: \_\_\_\_\_  
Title:

LESSEE:

**FRIENDS OF JAMESTOWN  
SENIORS, INC.**

By: \_\_\_\_\_  
Title:

TOWN OF JAMESTOWN

By: \_\_\_\_\_  
Title:

ACKNOWLEDGMENTS

State of Rhode Island  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, [ ] personally known to the notary, or, [ ] proved to the notary through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, and as the free act and deed of CONANICUT GRANGE No. 21, P of H, in his/her capacity as \_\_\_\_\_ of CONANICUT GRANGE No. 21, P of H.

\_\_\_\_\_  
Notary Signature MCE: \_\_\_\_\_

State of Rhode Island  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, [ ] personally known to the notary, or, [ ] proved to the notary through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, and as the free act and deed of FRIENDS OF JAMESTOWN SENIORS, INC., in his/her capacity as \_\_\_\_\_ of FRIENDS OF JAMESTOWN SENIORS, INC.

\_\_\_\_\_  
Notary Signature MCE: \_\_\_\_\_

State of Rhode Island  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, [ ] personally known to the notary, or, [ ] proved to the notary through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, and as the free act and deed of the TOWN OF JAMESTOWN, in his/her capacity as \_\_\_\_\_ of the TOWN OF JAMESTOWN.

\_\_\_\_\_  
Notary Signature MCE: \_\_\_\_\_





April 11, 2016

Good morning, all,

Please find enclosed an Addendum to the Municipal Solid Waste and Recycling Services Agreement for the Fiscal Years 2015-2017. The addendum addresses three items:

- Over the cap fees;
- Mattresses and box springs;
- Tires

#### **Over the Cap Fees:**

The current Agreement stipulates that Municipalities agree to pay the Corporation the lower of either \$75.00/ton OR the 1000-ton commercial solid waste contract fee for disposal of all MSW in excess of their annual cap. RIRRC has implemented two commercial price increases since FY2015, with another taking effect July 1, 2016. The new “gate rate” will be \$90.00/ton, and the 1000-ton commercial contract price will be \$62.00/ton. However, in an effort to maintain pricing stability, the Executive Director has authorized maintaining the municipal over the cap rate at \$54.00/ton through FY2017.

#### **Mattresses and Box Springs:**

On May 1, 2016 the Mattress Recycling Council (MRC) will assume responsibility for mattress recycling and disposal in Rhode Island. As of July 1, 2016, the price for segregated loads of unrecoverable mattresses will increase in accordance with the Board of Commissioners approved commercial pricing rate sheet. The new price per ton of segregated unrecoverable mattresses will be \$600.00/ton, and \$50.00/unit. Please note that RIRRC is not an MRC recycler, we are a disposal facility. RIRRC will no longer be able to charge a recycling fee for mattresses. We will be requiring Municipalities to divert loads of recoverable/recyclable mattresses and box springs to the MRC approved recyclers. The fee being charged is for disposal of mattresses and box springs. Municipalities delivering segregated loads will have those loads charged as unrecoverable, and will be subject to the \$600.00/ton fee.

#### **Municipalities delivering segregated recoverable loads will be redirected to the MRC facilities.**

#### **Tires:**

As you all are aware, due to the closing of the tire burn plant in Sterling, CT and to the decreasing availability of outlets for recycled, recovered, reused, or shredded tires, prices to dispose RI's tires have tripled in FY2016. These costs must be recouped via pass-through, and the increase has been in effect for commercial customers since January 1, 2016. We are exploring different options, such as Extended Producer Responsibility, to help alleviate the costs associated with managing tires. However, any new solution won't take effect for at least two years. The best option is to continue to encourage residents to return their old tires to retailers in order to recover their tire deposit (please see Kristin or Joe Rotella for program details).

**Please return the signed addendum by August 1, 2016. We will then sign the document and return a copy to you for your files. If you require an original signed document, please enclose as many signed copies as you require, with an additional original for RIRRC files.**

Thank you for your patience and understanding regarding all of these various issues. As always, please do not hesitate to call me directly with questions or concerns at 942-1430 extension 112, or Kristin Littlefield at extension 252.

Sincerely,  
Sarah Reeves  
Director of Public Policy, Programs, and Planning  
[sreeves@rirrc.org](mailto:sreeves@rirrc.org)

## **FY2015-FY2017 SOLID WASTE AND RECYCLING SERVICES AGREEMENT- Addendum**

### **Section 4 Fees for the Disposal of MSW**

This Agreement is hereby amended by this Addendum to (i) delete paragraph two, Section 4 which reads:

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.

And (ii) replace the above deleted Section with the following language:

During the term of this Agreement, Municipality agrees to pay the Corporation \$54/ton for disposal of all MSW in excess of its annual Cap Tonnage.

### **Section 11 (c) Tires**

This Agreement is hereby amended by this Addendum to add the following additional language to Section 11 (c) to read:

- c. Tires.** Effective July 1, 2016, Municipality agrees to pay the Corporation:
- 1) A fee of \$175.00 per ton for segregated loads of waste tires, or
  - 2) A fee of \$5.00 per segregated waste auto tire.
  - 3) A fee of \$10.00 per segregated waste truck tire.

### **Section 11 (d) Mattresses and Box Springs**

The Agreement is hereby amended by this Addendum to (i) delete Section 11 (d) of the Municipal Solid Waste and Recycling Services Agreement:

- d. Mattresses and Box Springs.** For the term of this Agreement, Municipality agrees to pay 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/unit for segregated mattresses and/or box springs, or
  - 3) A fee of \$50.00/unit for landfilled mattresses and box springs.

This Agreement is hereby further amended by this Addendum to (ii) add the following new Section 11 (d) to read:

- d. Mattresses and Box Springs.** For Fiscal Years 2015 and 2016, Municipality agrees to pay 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/unit for segregated mattresses and/or box springs, or
  - 3) A fee of \$50.00/unit for landfilled mattresses and box springs.

Upon implementation of RIGL 23-90 (expected May 1, 2016), Municipality agrees to divert loads of recoverable, recyclable mattresses to recyclers approved by the Mattress Recycling Council, pursuant to RIGL 23-90.

For Fiscal Year 2017, beginning July 1, 2017, Municipality agrees to pay Corporation:

- 1) A fee of \$600.00 per ton for segregated loads of unrecoverable mattresses and/or box springs, or
- 2) A fee of \$50.00/unit for unrecoverable mattresses and box springs.

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

**FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:**

BY: \_\_\_\_\_  
Michael J. OConnell, Executive Director

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Dean M. Huff, Jr., Chief Financial Officer

Dated: \_\_\_\_\_

**FOR :**

BY: \_\_\_\_\_  
(SIGNATURE)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

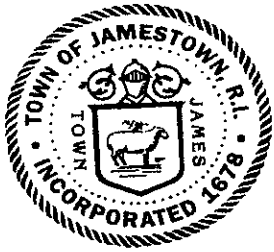
Title: \_\_\_\_\_

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

\_\_\_\_\_  
(SIGNATURE)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(NAME PRINTED OR TYPED)  
Solicitor for



## Town of Jamestown

Town Clerk's Office  
Town Hall  
93 Narragansett Avenue  
Jamestown, Rhode Island 02835-1199  
401-423-9800 Fax 401-423-7230  
Email: [cfernstrom@jamestownri.net](mailto:cfernstrom@jamestownri.net)

Cheryl A. Fernstrom, CMC  
Town Clerk/Probate Clerk

### **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 **Tuesday, September 20, 2016 at 5:30 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances. 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 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays.

**Section 1.** The Town Council of the Town of Jamestown hereby ordains that the Jamestown Code of Ordinances, Chapter 38 Offenses and Miscellaneous Provisions Article V. Weapons Sec. 38-112 Definitions (new), Sec. 38-113 Shooting Prohibited (new), Sec. 38-114 Use of Weapons in Self-Defense (new) and Sec. 38-115 Enforcement (new), as the same may have been heretofore amended, is hereby amended.

The following is a summary description of the proposed amendments:

To regulate target shooting on private property in the Town of Jamestown to protect public health and safety.

**Section 2.** This Ordinance amendment shall take effect upon its passage.

A copy of the entire amendment, as proposed, is available for review at the Jamestown Philomenian Library, 26 North Road; Jamestown Town Hall, 93 Narragansett Avenue; and online at [www.jamestownri.gov](http://www.jamestownri.gov).

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

**FOR ADVERTISEMENT IN THE JAMESTOWN PRESS:** September 8<sup>th</sup> edition.



**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 September \_\_\_\_, 2016 at \_\_\_\_ p.m. at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding Chapter 38 – Offenses and Miscellaneous Provisions, Article V - Weapons. 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.gov](http://www.jamestownri.gov).

**Section 1.** Be it hereby ordained by the Town Council of the Town of Jamestown that the Jamestown Code of Ordinances, Chapter 38, as the same may have been heretofore amended, is hereby amended by changing the text of the Chapter, as follows:

NOTE: words set as ~~strike through~~ 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 38 of the Town of Jamestown’s Code of Ordinances.

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

Ad Date(s): \_\_\_\_\_

Publication Source: Jamestown Press

Hearing Date: \_\_\_\_\_

Action: \_\_\_\_\_

Certified: \_\_\_\_\_

1 **Exhibit A**

2 **Sec. 38-111. - Use of rifled firearm while hunting.**

3 No person shall, while hunting within the town, use a rifled firearm, other than a shotgun  
4 outfitted with a rifled barrel or a muzzleloader with a rifled barrel.

5 **Sec. 38-112. Definitions.**

6 The following definitions shall have the following meanings for the purposes of this chapter:

7 “Accessory Building”: any building which is customarily incidental and subordinate to the  
8 principal building and does not share a common wall and roof with the principal building.

9 “Building”: any structure used or intended for supporting or sheltering any use or occupancy.

10 “Discharge”: the operation of a firearm as to cause the ignition of the powder charge with or  
11 without the expulsion of a projectile from the firearm.

12 “Dwelling”: a structure to live in as a place of residence.

13 “Immediate Family Member”: a sibling, parent, spouse, child or grandchild.

14 “Firearm”: includes any machine gun, pistol, rifle, air rifle, air pistol, "blank gun," "BB gun," or  
15 other instrument from which steel or metal projectiles are propelled, or which may readily be  
16 converted to expel a projectile, except crossbows, recurve, compound, or longbows, and except  
17 instruments propelling projectiles which are designed or normally used for a primary purpose  
18 other than as a weapon. The frame or receiver of the weapon shall be construed as a firearm  
19 under the provisions of this section.

20 “Principal Building”: the main building on a Lot, usually located toward the frontage.

21 “Recreational Target Range”: a non-commercial target range which may be located indoors or  
22 outdoors to practice the discharge of weapons aimed at a target.

23 “Registrar”: the Jamestown Town Clerk.

24 **Sec. 38-113 Registration Required.**

25 Every Recreational Target Range in the Town of Jamestown shall be registered by the record  
26 property owner(s) or his or her agent with the Registrar before any use of the property for  
27 recreational target shooting.

28 When a property is sold or transferred to another property owner where an existing, permitted  
29 Recreational Target Range already exists, any such future use on the property will be considered  
30 a new application and fall under the limitations as established in Section 38-118 unless the  
31 property transfer is limited to an Immediate Family Member. Any property transfer limited to an  
32 Immediate Family Member shall be considered a pre-existing Recreational Target Range.



1 **Sec. 38-114 Registration Form**

2 The Recreational Target Range shall be prepared and maintained by the Registrar and shall, at a  
3 minimum, contain the following information: the tax assessor's plat and lot number; local  
4 address of the range location; the name and permanent mailing address of the record owner(s);  
5 and the contact information for the owner and/or manager of the property who must be available  
6 for any inquiries regarding the property. The Registrar is authorized to obtain such other relevant  
7 information as is needed to effect the purposes and objectives of this ordinance.

8 **Sec. 38-115 Registration Term**

9 A Recreational Target Range registration shall be valid from January 1<sup>st</sup> to the following  
10 December 31<sup>st</sup> of each year, unless the property is transferred during this period and becomes  
11 subject to the provisions of 38-113 and 38-118. A Recreational Target Range shall not be  
12 operated unless it is in compliance with the terms and provisions of this ordinance

13 **Sec. 38-116 Registration Filing Requirement**

14 On or before January 1<sup>st</sup> of each year, the record owner of any property with a Recreational  
15 Target Range shall file a registration form with the Registrar.

16 **Sec. 38-117 Shooting Prohibited.**

17 No person, not being at the time under police or military duty, shall discharge any firearm in the  
18 Town of Jamestown, except as follows:

- 19 1. Legal hunting activity as defined by state and local regulations.
- 20 2. Target shooting on private property by the property owner or guest, with written  
21 permission of the property owner on a Recreational Target Range which is registered  
22 pursuant to the provisions of this Chapter.
- 23 3. Use of a Recreational Target Range is restricted to the period between 9:00 AM to  
24 6:00 PM, Monday through Saturday and 12:00pm to 4:00pm on Sundays; provided,  
25 however, that all activity must cease 30 minutes before sunset on a year-round basis.
- 26 4. All prudent safety measures shall be exercised to protect the public health, safety and  
27 welfare.
- 28 5. The point of discharge of any firearm shall be a minimum distance of 500' feet from:  
29 a) Any dwelling or principal or accessory building;  
30 b) Berm or backstop location;
- 31 6. The maximum distance from the point of discharge to the backstop structure is  
32 limited to 100' feet.

33 The setback requirements set forth in this section must be complied with if the shooter does not  
34 possess the specific written permission of the owner and occupant of the property subject to any  
35 setback provisions set forth in this ordinance to discharge a weapon within the specified setback  
36 distance.

1 No person shall discharge any firearm in such fashion that the shot, bullets, arrows, darts or other  
2 missiles shall in their flight carry over, along or across the land of another, any public roadway,  
3 designated public walking path, access way, sidewalk, hiking trail, park area, or bike path, into  
4 which they shall not have written permission of the owner and occupant thereof to shoot. Such  
5 written permission shall be carried on the person at all times when engaged in the activity and  
6 shall be shown and exhibited upon request by the police.

7 **Sec. 38-118 Shooting Prohibited. (Ranges Established after the Effective Date of This**  
8 **Ordinance)**

9  
10 The following provisions are applicable to all Recreational Target Ranges established as of the  
11 effective date of this ordinance.

- 12 1) A Recreational Target Range located on private property must contain a minimum  
13 land area of no less than two (2) acres;
- 14 2) A Recreational Target Range must be specifically permitted by the property owner;
- 15 3) The point of discharge of any firearm shall be a minimum distance of 1000' feet from  
16 any dwelling or principal or accessory building, any public property, including but  
17 not limited to, public roadways, public walking/bicycling path, access way, sidewalk,  
18 hiking trail, park area, picnic area, right of way or beach.

19  
20 The above noted setback requirements must be complied with if the shooter does not possess the  
21 specific written permission of the owner and occupant of the property within the specified  
22 setback distance.

23 No person shall discharge any firearm in such fashion that the shot, bullets, arrows, darts or other  
24 missiles shall in their flight carry over, along or across the land of another, any public roadway,  
25 designated public walking path, access way, sidewalk, hiking trail, park area, or bike path, into  
26 which they shall not have written permission of the owner and occupant thereof to shoot. Such  
27 written permission shall be carried on the person at all times when engaged in the activity and  
28 shall be shown and exhibited upon request by the police.

29 **Sec 38-115. Use of weapons in self-defense.**

30 No provision of this chapter shall be construed as prohibiting the use of licensed armed guards or  
31 of firearms by private persons in the Town for the protection or defense of person or property in  
32 accordance with Rhode Island Law.

33 **Sec. 38-116. Enforcement.**

34 Any person violating the provisions of this section shall be punished as provided in Section 1-15.



## **Town of Jamestown**

Town Clerk's Office

Town Hall

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9800 Fax 401-423-7230

Email: [cfernstrom@jamestownri.net](mailto:cfernstrom@jamestownri.net)

**Cheryl A. Fernstrom, CMC**  
Town Clerk/Probate Clerk

### **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 **Tuesday, September 20, 2016 at 5:30 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances. 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 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays.

**Section 1.** The Town Council of the Town of Jamestown hereby ordains that the Jamestown Code of Ordinances, Chapter 10 Animals, Article VII. Non-Domesticated Animals (new) Sec. 10-200 through Sec. 10-204 (new), as the same may have been heretofore amended, is hereby amended.

The following is a summary description of the proposed amendments:

To protect the health and safety of residents in the Town of Jamestown with respect to dangers associated with coyotes and other non-domesticated animals by minimizing opportunities for such animals to obtain food from sources controlled or controllable by humans.

**Section 2.** This Ordinance amendment shall take effect upon its passage.

A copy of the entire amendment, as proposed, is available for review at the Jamestown Philomenian Library, 26 North Road; Jamestown Town Hall, 93 Narragansett Avenue; and online at [www.jamestownri.gov](http://www.jamestownri.gov).

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

**FOR ADVERTISEMENT IN THE JAMESTOWN PRESS:** September 8<sup>th</sup> edition.

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**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 **Tuesday, September 20, 2016 at 5:30 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding Chapter 10 – Animals. 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.

**Section 1.** The Jamestown Code Of Ordinances, Chapter 10, Animals, 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 10 of the Town of Jamestown’s Code of Ordinances.

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

Ad Date(s): \_\_\_\_\_  
Publication Source: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
Action: \_\_\_\_\_  
Certified: \_\_\_\_\_

1 EXHIBIT A

2  
3 CHAPTER 10 – ANIMALS

4  
5 ARTICLE VII. – NON-DOMESTICATED ANIMALS

6  
7 Sec. 10-200. – Feeding Non-Domesticated Animals – Purpose.

8  
9 The purpose of this ordinance is to protect the health and safety of residents in the Town  
10 of Jamestown with respect to dangers associated with coyotes and other non-domesticated  
11 animals by minimizing opportunities for such animals to obtain food from sources controlled or  
12 controllable by humans.

13  
14 Sec. 10-201. – Definitions.

15  
16 Words and phrases used in this chapter shall have the following meanings, unless  
17 otherwise clearly indicated by the context:

18  
19 ATTRACTANT: Means any substance which could reasonably be expected to attract or  
20 does attract coyotes or other non-domesticated animals.

21  
22 FEEDING: Means the leaving of food of any kind where it is accessible to coyotes or  
23 other non-domesticated animals.

24  
25 FOOD: Means all substances consumed by humans or animals for nourishment except  
26 grass and other vegetation, growing crops, and food that is canned or stored in sealed or  
27 closable containers.

28  
29 Sec. 10-202. – Prohibitions.

30  
31 A) No person shall feed or in any manner provide an attractant to coyotes or other  
32 non-domesticated animals; provided that domestic pets are not attractants, and feeding pets  
33 outdoors does not create an attractant if the pet eats all the food immediately, or the remaining  
34 food is removed as soon as the pet stops eating, or the pet is fed in a secure cage or other  
35 enclosure.

36 B) No person shall leave, store, or maintain any food or attractant in a manner, area,  
37 or location accessible to coyotes or other non-domesticated animals.

38  
39 Sec. 10-203. – Exceptions.

40  
41 A) Food for birds or squirrels that is in a feeder located within 100 feet of a residence  
42 and elevated to be inaccessible to coyotes.

43 B) Outdoor feeding of farm animals, provided (1) animal food, when not being fed to  
44 animals, is stored in a building or a closed container; (2) excessive amounts of food, based on the  
45 animals' eating history, are not provided to the animals; (3) injured, old, feeble, or pre-sized  
46 animals are not left outside unattended; and (4) all other reasonable efforts are made to reduce

1 attractants to coyotes and other non-domesticated animals.

2

3 Sec. 10-204. – Enforcement.

4

5 Violations of this ordinance are punishable by a civil penalty of from one hundred dollars  
6 (\$100) to five hundred dollars (\$500) for each day of violation.

7

8 Sec. 10 – 211 - 220. – Reserved.

9

10

11

12

13

**TOWN COUNCIL SPECIAL MEETING  
July 19, 2016**

**I. ROLL CALL**

Town Council Members present:

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

Town Council Members absent:

Thomas P. Tighe

Also in attendance:

Peter D. Ruggiero, Town Solicitor  
Cheryl A. Fernstrom, Town Clerk

**II. CALL TO ORDER**

Council President Trocki called the special meeting of the Jamestown Town Council to order at 5:32 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue.

**III. NEW BUSINESS/EXECUTIVE SESSION**

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

- A) Pursuant to RIGL §42-46-5(a) Subsection (1) Personnel (Town Administrator's performance review); review and 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) Litigation (King v Town of Jamestown, NC 2016-0120); review and discussion and/or potential action and/or vote in executive session and/or open session

**A motion was made by Councilor Dickinson with second by Vice President Meagher to enter into Executive Session at 5:33 p.m. pursuant to RIGL §42-46-5(a) Subsection (1) Personnel and Subsection (2) Litigation.**

**Pursuant to RIGL §42-46-5(a) Subsection (1) Personnel and Subsection (2) Litigation the following vote was taken: President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

It was announced the Town Council moved the Executive Session to the Town Hall Conference Room.

The Jamestown Town Council reconvened the special meeting at 6:31 p.m. President Trocki announced that a vote was taken in Executive Session to authorize the Town Solicitor to settle the King v Jamestown litigation. It was announced that no other votes were taken in Executive Session.

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

#### **IV. ADJOURNMENT**

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

The special meeting was adjourned at 6:32 p.m.

Attest:

---

Cheryl A. Fernstrom, CMC, Town Clerk

Copies to:     Town Council  
                  Town Administrator  
                  Finance Director  
                  Solicitor



**TOWN COUNCIL MEETING  
July 19, 2016**

**I. ROLL CALL**

Town Council Members present:

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

Town Council Members absent:

Thomas P. Tighe

Also in attendance:

Andrew E. Nota, Town Administrator  
Christina D. Collins, Finance Director  
Edward A. Mello, Police Chief  
Lisa Bryer, Town Planner  
Arlene Petit, Charter Review Committee Chair  
Mary Lou Sanborn, Library Board of Trustees Chair  
Cathy Kaiser, School Committee Chair  
Peter D. Ruggiero, Town Solicitor  
Cheryl A. Fernstrom, Town Clerk

**II. CALL TO ORDER, PLEDGE OF ALLEGIANCE**

Council President Trocki called the regular meeting of the Jamestown Town Council to order at 6:38 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue, and Councilor Dickinson led the Pledge of Allegiance.

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

None.

**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 motion was made by Vice President Meagher with second by Councilor White to convene as the Alcoholic Beverage Licensing Board for the Town of Jamestown and open the Public Hearing at 6:39 p.m. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

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

- 1) **NOTICE** is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3 Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended, that the following **NEW** license application has been received by the Town Council under said Act, for the period May 17, 2016 to November 30, 2016 (duly advertised in the *Jamestown Press* April 28<sup>th</sup> and May 5<sup>th</sup> editions), and continued from the public hearing of June 27, 2016:

**CLASS B – VICTUALER – LIMITED**

PP Jamestown, LLC  
dba: Preppy Pig BBQ  
35 Narragansett Avenue  
Jamestown, RI 02835

President Trocki announced this liquor license application was advertised for public hearing on May 17<sup>th</sup>, and continued to June 14<sup>th</sup>, June 27<sup>th</sup>, and this evening. Mr. Pannone of Preppy Pig BBQ confirmed that the facility is not ready to open. Discussion ensued that a good deal of time has passed since the initial advertisement and public hearing.

**A motion was made by Vice President Meagher with second by Councilor White to readvertise this for the August 16<sup>th</sup> meeting. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

- a) Approval of the Liquor License for a **NEW CLASS B – VICTUALER – LIMITED LICENSE**; review and discussion and/or potential action and/or vote
- b) Approval to raise the **CLASS B – VICTUALER – LIMITED LICENSE CAP** to Two (2) [Present Cap One (1)] and set the **CLASS B – VICTUALER – LIMITED LICENSE CAP** at Two (2); review and discussion and/or potential action and/or vote
- c) Approval to raise the total number of **LIQUOR LICENSES** in the Town of Jamestown to **THIRTEEN (13)** from Twelve (12); review and discussion and/or potential action and/or vote

**A motion was made by Vice President Meagher with second by Councilor White to move a), b), and c) under the Liquor License approval to the August 16<sup>th</sup> meeting also. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

**A motion was made by Vice President Meagher with second by Councilor White to adjourn as the Alcoholic Beverage Licensing Board for the Town of Jamestown at 6:42 p.m. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

- B) Licenses and Permits; review and discussion and/or potential action and/or vote
  - 1) Multi-License Application (new), continued from June 27, 2016  
Victualing and Entertainment
    - a) PP Jamestown, LLC dba: Preppy Pig BBQ  
Location: 35 D Narragansett Avenue
  - 2) Holiday License (new), continued from June 27, 2016
    - a) PP Jamestown, LLC dba: Preppy Pig BBQ  
Location: 35 D Narragansett Avenue

**A motion was made by Vice President Meagher with second by Councilor White to continue the Multi-License and Holiday License to August 16<sup>th</sup>. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

- 3) Private Investigator License Application (new)\*
  - a) Santino Campo, Jr. dba: Santino Campo, Jr.  
Address: 9 Lawn Avenue, Jamestown, RI 02835  
(\*Previous License Holder #4, 1992-2001)

Mr. Campo, in attendance, is reapplying for the Private Investigator License he held previously. Police Chief Mello has reviewed this application.

**A motion was made by Vice President Meagher with second by Councilor White to approve the Private Investigator's License for Santino Campo, Jr. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

- C) Public Hearings:
  - 1) Proposed Amendment of the Jamestown Code of Ordinances, Chapter 70 Traffic and Vehicles, Article III. Specific Street Regulations, Sec. 70-55 Restrictions on Certain Streets; duly advertised in the *Jamestown Press* July 7<sup>th</sup> edition; review and discussion and/or potential action and/or vote

President Trocki stated this amendment has been vetted before the Traffic Committee. Vice President Meagher stated the language was reviewed and changed at the last Council meeting so that the restriction occurs only between the hours of 3:00 p.m. to 5:00 a.m. and not during the time when trucks make deliveries to McQuade's, which is a good compromise. President Trocki referenced email from Mr. Bartlett, who unable to be here this evening. The Town Administrator will follow-up with Mr. Bartlett. Mr. Bartlett's concerns regard trucks not stopping at stop signs and enforcement may help.

**A motion was made by Vice President Meagher with second by Councilor White to approve the amendment to the Jamestown Code of Ordinances Chapter 70 Traffic and Vehicles Specific Street Regulations.**

Discussion.

Cynthia Levesque of Coronado Street commented she attended this meeting as the trucks issue was on the agenda. Previously she and her husband sent letters to the town requesting that limits on vehicle size be imposed, as the large trucks, especially 18-wheelers, can't safely navigate through our narrow streets. She requests posting of vehicle weight limit signs in the area. Though she doesn't know all the issues with McQuade's, she has sympathy for the area residents. She asked the Council to address the restriction of vehicle size on our downtown streets.

Vice President Meagher, who serves on the Traffic Committee along with Councilor Tighe, recommends sending a letter expressing her concerns, as the Traffic Committee is a public mechanism for citizens where such issues are vetted prior to submission to the Council. Discussion continued.

Back to the vote on the motion. **President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

- 2) Proposed Amendments to the Jamestown Town Charter, Article II. Town Council, Sec. 206 Special Meetings and Sec. 216 Procedure for Adopting Ordinance; Article III. Town Administrator Sec. 301 Appointments and Qualifications; Article IV. Administrative Departments Sec. 404 Tax Assessor, Sec. 405 Board of Assessment Review, Sec. 406 Town Moderator, and Sec. 422 Library Trustees; Article V. Schools Sec. 503 Vacancies; Article VIII. Miscellany Sec. 805 Elected Officials; Article X. Boards, Commissions and Committees Sec. 1002 Membership and Terms; duly advertised in the *Jamestown Press* and *Newport Daily News* July 7<sup>th</sup> edition; review and discussion and/or potential action and/or vote

President Trocki noted the history of what led to this evening's public hearing for the housekeeping revisions before us for review and discussion. The goal is to get the Charter Amendments on the ballot for the November election, with a deadline of August 10<sup>th</sup>. President Trocki opened discussion on the Charter amendments as noted in the packet provided.

Vice President Meagher commended the Charter Review Committee and acknowledged its members in attendance, as they worked very hard and would like to see the amendments on the November ballot.

**A motion was made by Vice President Meagher with second by Councilor White to approve these amendments so that they can be put on the ballot and voted on by the public.**

Discussion. Councilor Dickinson would like to hear public discussion before voting on this.

Sav Rebecchi of Sail Street stated he reviewed the amendments, and he would like Council to reconsider Sec. 1002 Membership and Terms. Mr. Rebecchi, a former Charter Review Committee member in 2001-2002, gave the history of Sec. 1002 outlining term limits for boards, commissions and committees. Discussion ensued of legacy appointees, or those with a special skill, continuing uninterrupted on a board, commission or committee. Mr. Rebecchi noted as proposed a person could be reappointed to serve after being off of a board, commission or committee for one year. If a person does not serve on a particular committee they do not have a vote, but they can still share their skills and expertise and attend meetings and provide input. He asks the Council to retain the original language and make it clear people can continue to serve, but will not have a vote, and have input as any citizen can.

Arlene Petit of Bryer Avenue, Charter Review Committee Chair, understands Mr. Rebecchi's point. However, for a number of years it has been difficult getting a full membership for boards, commissions and committees, requiring numerous advertisements to fill vacancies. On occasion there could be an exception for someone remaining on the board. Perhaps a member working on a project could continue for as long as needed, and not necessarily for the full term or to complete a project. This would require a unanimous vote of the Council and would give the Council the opportunity to make a decision.

Jim Rugh of America Way, Charter Review Committee Vice Chair, stated there are two parts to the change as suggested. First there is a flaw in the original Charter, which is ambiguous, and does not state when a person can be reappointed after serving three consecutive terms, and the proposed amendment specifies the opportunity for reappointment after one year. The unanimous vote of the Council required to retain a member is another tool for the Council. Other towns have this provision, it is not unique to Jamestown, as they realized there are members with special skills that are needed and should be retained.

Mary Lou Sanborn of Bay View Drive, Charter Review Committee Member, referenced the Committee's recommendation regarding the annual Financial Town Meeting. She knows it is not part of this evening's discussion but wanted to know the process to address that recommendation. President Trocki stated it would be after the discussion of recommended amendments.

Town Planner Lisa Bryer of Clinton Avenue commented on the difficulty to get people to volunteer to serve on committees, and after a one-year hiatus people lose interest. Our

sister towns have longevity on their boards and commissions; as town employees, we are rewarded for longevity, as it has value. We are going to lose two valuable Planning Commission members in the next year, due to term limits, and going forward this should be considered.

Vice President Meagher noted as Mr. Rugh did that since the current language is silent, volunteers think that after three terms they are no longer eligible to serve, and the amendment clarifies they can serve again.

President Trocki commented on the difficulty in getting good candidates to apply as evidenced by the three vacancies that have been advertised for quite some time with no applicants.

Sav Rebecchi commented that the 2001-2002 Charter Commission addressed this issue and recommended the reduction of the number of board, commission and committee member from nine to five. The exception for Zoning Board of Review Alternate members was noted, which is governed by State law.

Councilor Dickinson commented he was fortunate enough to serve on the Charter Review Committee and is comfortable moving the revisions forward and having the voters decide whether or not they want to approve these amendments.

Back to the vote on the motion. **President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

President Trocki noted there will be opportunity to vote on the amendments on the election ballot in November.

Arlene Petit asks about the process going forward for Article XI Financial Provisions regarding the Financial Town Meeting. The TCRC recommendation needs to be discussed with the Town Solicitor, and she would like to know whether the process will go forward or if the Council has decided not to address it.

Vice President Meagher read the recommendation: “The TCRC strongly recommends the implementation of a paper ballot or electronic ballot to approve the Town, School, and combined budgets and any warrant item exceeding \$50,000, whether through a Financial Town Meeting or through an all-day Referendum.” When this was presented to the Town Council by the CRC it was decided to go forward with the housekeeping items, but felt this was a question that warrants a larger discussion with the community. President Trocki noted this is something that will require multiple meetings, with research by the Town Solicitor and Town Administrator. As a body we can make decisions and changes without a referendum on an election ballot. This is a larger issue to determine what the public wants and what our options are. The discussion is worthy if there is public interest. There is no time line, but this could be scheduled in the fall, perhaps September.

Arlene Petit stated she is not trying to hold the Council to a date, but wants them to address it. She believes the last two Charter Review Committees brought this forward. This is a legal decision and should be discussed.

Councilor White stated a Charter revision is not required to change how we do the Financial Town Meeting, which may be easier than going through a Charter revision.

Dennis Webster of Mount Hope Avenue referenced changes to Sec. 406. The current Charter provision (Sec. 212 and Sec. 503) requires the Council to fill vacancies on the Council and School Committee with the next highest vote getter. This made sense when we ran full slates of candidates and doesn't make sense now when there will not be a next highest vote getter in 2016, except for a few write-in votes, which does not express the feeling of the electorate to support someone as it was intended. The proposed amendment (Sec. 406) solves the problem for the Town Moderator, but does address the problem for a Town Council or School Committee vacancy. He suggests extending the change to Sec. 212 and Sec. 503 for Town Council and School Committee vacancies. The Town needs safeguards, perhaps requiring a minimum number of votes or other mechanisms and flexibility, such as Council appointment or seeking recommendations from the political parties. Discussion continued.

Vice President Meagher questioned what would happen if a 2016 candidate could not serve. Solicitor Ruggiero stated there are several alternative models that other communities use. For example if an elected official resigns or cannot serve and it is more than half way to the next election, a special election is held; if it is after the half way point, sometimes it is an appointment by the Council; when there are partisan parties, there are nominations by Town committees and the Council picks the successor. There is no standard. The language cannot be changed at this time as it would circumvent the process the Council established. A Charter Review is required at least every six years, and a Committee could be appointed at any time to address the issue for placement on a future ballot or special referendum. Discussion continued.

Discussion ensued of the five Council candidates for 2016 and what happens in one of them cannot continue to serve. Solicitor Ruggiero referenced Sec. 212 of the Charter which provides that in the event of a vacancy in the Town Council, the remaining members shall appoint the next highest vote getter. If there is none, the Council would serve with four members, unless there is a legitimate write-in candidate.

Charter Review Member Jim Rugh stated one of the issues discussed was that by the time someone resigns, there may only be a few months left in the term, and that is why this was not recommended for revision.

Sav Rebecchi asked for clarity as it was his understanding the process to get an amendment on the ballot is through the public hearing process, and he assumes his recommendations are not going on the ballot. The Council stated that is correct. Vice President Meagher stated his recommendations were addressed at the last meeting

regarding procedures on how meetings are run. President Trocki stated the Council can revise its internal operating procedures at any time by vote.

**A motion was made by Councilor Dickinson with second by Vice President Meagher to adjourn the Public Hearing at 7:22 p.m. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

## V. OPEN FORUM

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

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

Chris Cannon of East Shore Road asked about the Target Shooting Ordinance which was slated for review and notice of advertising at the July 19<sup>th</sup> meeting and public hearing on August 16<sup>th</sup>.

Town Administrator Nota stated based on other ordinances and matters that needed to be addressed the schedule was restructured. The Target Shooting Ordinance was directed back to the Town Administrator's Office for revision. The Ordinance should be back on the Council agenda review and notice of advertising at the August 16<sup>th</sup> meeting, and based on Council review, it will be continued or go forward for public hearing at the September meeting. Mr. Cannon's letter appears under Communications on the agenda.

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

- A) Administrator's Report: Town Administrator Andrew E. Nota
  - 1) Goals and Objectives: Update

Town Administrator Nota gave an update on the Goals and Objectives established. The Council adopted three main goals: To Promote Quality of Life in the Community, Ensure Effective and Accountable Town Government, and Ensure Public Health and Safety. Numerous objectives were established to accomplish the goals during the two-year term and staff has been working on this to achieve the goals. The Goals and Objectives are reported on quarterly to give an update on the progress of achieving them. There should be a significant update in September or October. He and Town staff are here to answer any questions. Discussion continued.

- 2) Tax Exemptions for Disabled Veterans

Mr. Nota reported on the letter from a local resident regarding tax exemptions for the veteran population. Veterans receive a \$5,000 exemption on their property, and totally disabled service-connected veterans receive a \$2,000 exemption on their property. Standards set many years ago may need to be updated. The Finance Director and Tax Assessor have started to compile information on our veteran population. The Tax



Assessor's Disability Exemption Report and recommendation to increase the exemption for totally disabled veterans with service-connected disabilities was noted. Town Administrator Nota will come back to Council with more information and recommendations at the August or September meeting.

Mr. Nota reports on recent communications with the RI Turnpike and Bridge Authority regarding RITBA projects of interest to the Town of Jamestown, including property in and around RITBA property, solar energy project, and collaborating on access to the cabling network the Town has in place. These issues will be vetted over the next few weeks and an Executive Session may be in order. RITBA representatives have been a great partner, and both sides can benefit from this relationship. A report should be ready for the next meeting.

## VII. UNFINISHED BUSINESS

- A) Jamestown Fire Station Expansion Project – contingencies and add alternates, continued from June 27, 2016; review and discussion and/or potential action and/or vote

Mr. Nota reported on a couple of open issues since the last meeting. There have been two meetings with contractor Iron Construction and the Town staff committee, and we are close to having the contract awarded at the last meeting signed. Once signed, it is expected the contractor will be on site in a week to ten days. Discussion ensued of roofing and siding and whether Council wants to address contingencies and add alternates. Vice President Meagher noted it would be nice to see other options and costs.

## VIII. NEW BUSINESS

None.

## IX. ORDINANCES AND APPOINTMENTS AND VACANCIES

- A) Ordinances
  - 1) Amendment of the Jamestown Code of Ordinances: Chapter 14 Buildings and Building Regulations Article V. Responsibilities of Property Owners (add new) Sec. 14-100 through Sec. 14-110 (add new); review and discussion and/or potential action and/or vote to proceed to advertise in the *Jamestown Press* for public hearing on August 16, 2016

President Trocki reported the Ordinance Review Committee met and there is a proposed ordinance and registration form for Council review.

**A motion was made by Vice President Meagher with second by Councilor White to advertise for Public Hearing. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

Discussion. Vice President Meagher inquired about the Registration Form. Town Administrator Nota stated the ordinance specifies the form is prepared by the Registrar,

the Town Clerk, and will be revised as needed based on input from the Ordinance Review Committee and Town staff. The Town Clerk's Office will be handling the registrations and working with the public, property owners, and real estate agents and sharing information that may indicate the form requires revision.

Vice President Meagher noted that the ordinance requires registration, at no cost, so that there is a record of all rentals in town and emergency contact telephone numbers so that any problems that arise can be addressed in an expeditious manner. Councilor Dickinson asked if all rentals are to be registered and he was informed they are required to be registered.

President Trocki commented the registration would be for all rentals located in town so that the information is available for the Town Administrator, Building Official, and Police Chief and an emergency contact is known in the event of a problem or issue. The ordinance puts a mechanism in place to develop the registry. A placard will be placed at each short-term rental so that all rights, responsibilities and regulating ordinances are available so that tenants know what is expected of them and landlords will know their responsibilities and will be notified of problems in a timely.

Councilor White commented on the process and fees and the posting a placard. He expressed concern for the administrative expense for all parties involved with the rental and registration process and the additional burden for Town staff. Discussion continued.

Back to the vote on the motion. **President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

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

President Trocki encouraged citizens to apply. Advertising of committee vacancies will continue.

## **X. CONSENT AGENDA**

*An item on the Consent Agenda need not be removed for simple clarification or correction of typographical errors. Approval of the Consent Agenda shall be equivalent to approval of each item as if it had been acted upon separately.*

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

**Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

The Consent Agenda approved consists of the following:

- A) Adoption of Council Minutes
  - 1) June 27, 2016 (interview session)
  - 2) June 27, 2016 (regular meeting)
  - 3) June 27, 2016 (executive session)
- B) Minutes from Boards, Commissions and Committees
  - 1) Jamestown Harbor Commission (05/11/2016)
  - 2) Jamestown Harbor Commission (06/08/2016)
  - 3) Jamestown Ordinance Review Committee (02/22/2016)
  - 4) Jamestown Ordinance Review Committee (03/08/2016)
  - 5) Jamestown Ordinance Review Committee (03/17/2016)
  - 6) Jamestown Ordinance Review Committee (04/05/2016)
  - 7) Jamestown Planning Commission (05/04/2016)
  - 8) Jamestown Planning Commission (06/01/2016)
  - 9) Jamestown Zoning Board of Review (05/24/2016)
- C) CRMC Notices
  - 1) July 2016 Calendar
- D) Abatements/Addenda of Taxes
  - Total Abatements: \$227.52
  - 1) Motor Vehicles – Abatements to 2012 Tax Roll
    - Account/Abatement Amount**
    - a) 19-1509-25M \$118.91
  - 2) Motor Vehicles – Abatements to 2015 Tax Roll
    - Account/Addenda Amount**
    - a) 16-0155-00M \$ 81.07
    - b) 19-1483-75M \$ 27.54
- E) Finance Director’s Report
- F) One Day Event/Entertainment License Applications
  - 1) Applicant: Jamestown Striper Club  
Event: Annual Kid’s Fishing Derby  
Date: August 6, 2016  
Location: North Reservoir
  - 2) Applicant: Jamestown Yacht Club  
Event: Fools’ Rules Regatta  
Date: August 13, 2016  
Location: East Ferry Beach
  - 3) Applicant: Melissa Petrillo  
Event: Bridal Shower/Dance Event  
Date: August 28, 2016  
Location: Fort Getty Pavilion
  - 4) Applicant: Perry Heath  
Event: Heath/Brown Wedding

- Date: September 2, 2016
- Location: Fort Getty Pavilion
- 5) Applicant: Arthur Washburn, Jr.
- Event: Seaside Family Cruise
- Date: September 4, 2016
- Location: Fort Getty
- 6) RI Turnpike and Bridge Authority
- Event: 4 Bridges Ride
- Date: September 18, 2016
- Location: Route 138
- 7) Applicant: Emily Anthony
- Event: Anthony Wedding
- Date: September 24, 2016
- Location: Fort Getty Pavilion
- 8) Applicant: Deborah Barone
- Event: Demeter Party
- Date: October 2, 2016
- Location: Fort Getty Pavilion
- 9) Applicant: Shamus Flaherty
- Event: Party
- Date: October 8, 2016
- Location: Fort Getty Pavilion
- 10) Applicant: RI Turnpike and Bridge Authority
- Event: Citizens Bank Pell Bridge Run
- Date: October 23, 2016
- Location: East Shore Rd/Freebody Dr/Pell Bridge

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

**A motion was made by Vice President Meagher with second by Councilor White to receive the Communications, Petitions, and Proclamations and Resolutions from other RI Cities and Towns, including Mr. Cannon’s letter. President Trocki, Aye; Vice President Meagher, Aye; Councilor Dickinson, Aye; Councilor White, Aye; Councilor Tighe, Absent.**

The Communications and Resolutions and Proclamations received consists of the following:

- A) Communications
  - 1) Letter of Chris Cannon re: regulating “backyard” target shooting in Jamestown, with links to websites (unable to be shown at 4/12 public hearing) on target shooting
  - 2) Letter of Newport County YMCA Special Olympics Booster Club re: advertising in YMCA Adaptive Program and Special Olympics Team Yearbook

- B) Resolutions and Proclamations from other Rhode Island Cities and Towns
  - 1) Resolution of the Newport City Council commemorating the 226<sup>th</sup> Anniversary Celebration of “Hope Day: Birth of Our Nation” supporting Senate Resolution 2016-3039 passed by the Rhode Island General Assembly

**XII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS**

None.

**XIII. EXECUTIVE SESSION**

None.

**XIV. ADJOURNMENT**

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

The Jamestown Town Council adjourned the regular meeting at 7:46 p.m.

Attest:

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Cheryl A. Fernstrom, CMC, Town Clerk

Copies to:   Town Council  
                  Town Administrator  
                  Finance Director  
                  Town Solicitor



# JFD Incentive Committee Meeting Minutes

Date/Time : July 12, 2016

Location : Jamestown Fire Dept (7PM)

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

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

Non-Members:

**Cheryl Barber**, **Bev Barber**

OPENING:

Nothing new

TRAINING RECORD REVIEW:

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

RUN/INCIDENT RECORD REVIEW:

Committee reviewed and approved RUN records through June 2016 (ending at run #815). That completes the RUN count for the FY. These totals will be used to determine incentive amount to be distributed in Q3 of 2016.

Committee reviewed and approved RUN records starting July 1 (new FY) into mid-July 2016 (ending at run #909). These totals will be used to determine incentive/compensation amount to be distributed in Q3 of 2017.

CLOSING

No new issues. Next meeting will be **Tuesday, October 11, 2016... 7PM** at JFD





JAMESTOWN PHILOMENIAN LIBRARY  
Board of Trustees  
June 7, 2016 Meeting Minutes

**Call to order:** Chair Sanborn called the meeting to order at 5:00PM. In attendance were: Peter Carson, Jennifer Cloud, Donna Fogarty (library director), Paul Housberg, Christian Infantolino, Marianne Kirby, Mary Meagher (Town Council member), Mary Lou Sanborn, Chris Walsh

**Report of the Chair:** Chair Sanborn reported she has spoken with Pebbles Armstrong who is coordinating the Jamestown Arts and Culture Initiative. No date has been set for the organizational meeting. Chair Sanborn also mentioned there will be a Park and Rec Workshop to be held on June 22 @ 6:00PM in the Town Hall to discuss the upcoming development of the community playground and Lawn Avenue School complex. Board members Walsh and Cloud will attend the workshop and report to the LBOT at the July meeting. Sanborn also informed the LBOT that Scott Grace, liaison from the "Friends", has resigned from the "Friends". The LBOT will ask for another representative from the "Friends" to be the liaison. Chair Sanborn has requested Donna Fogarty establish an email address for the LBOT. That address is [JamestownLibraryTrustees@gmail.com](mailto:JamestownLibraryTrustees@gmail.com).

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

**Friends of the Library Report:** No meeting of the Friends has been held since the last LBOT meeting. Therefore there is no report. The "Friends" annual meeting will be held on Wednesday, June 8<sup>th</sup>. All are invited to attend.

**Unfinished Business:**

**1. Board of Trustees sub-committee updates:**

- i. **Finance/Budget:** Board members Carson and Infantolino reported the "Friends" are not opposed to the LBOT using their 501(c)3 for fundraising purposes. They will make a presentation at their July meeting and report back to the LBOT.
- ii. **Policy:** Board members Kirby and Housberg requested that the by-laws previously distributed be reviewed for any revisions for our July meeting.

- iii. **Facilities:** Board members Walsh and Cloud reported they had met with Donna Fogarty to determine facilities issues with the library building. Board member Walsh has contacted Mike Gray, director of the DPW, for cost estimates. Board members Walsh and Cloud felt the current process is a duplication of effort. The process will need to be re-defined.
2. **2016-2017 Proposed CIP/Operational Budgets:** Chair Sanborn reported the 2016-2017 town and school budgets were approved by the town voters at the Annual Financial Meeting on Monday, June 6<sup>th</sup>. The annual library budget CIP budget is \$70,000 and the Operational Budget is \$429,649. To date there is no confirmation as to the COLA increases.
3. **Library Renovation Project:**
- a. **Project outline:** Chair Sanborn reported that the original date of June 30<sup>th</sup> scheduled as a combined presentation to the Town Council and public has been postponed due to meeting conflicts with Town Council members. A public forum will be held at a later date. Once the Building Assessment report is reviewed and approved, the next step in the project will be to form a building committee which will be discussed at the LBOT July meeting.
  - b. **Building Space Committee:** Board members Walsh and Cloud reviewed the Building Assessment report and Essential Findings Assessment Report. Both documents were discussed with several minor revisions made. Discussion took place regarding a date to present the report to the Town Council. A motion was made by board member Cloud, seconded by board member Housberg to have the Building Space Committee determine the dates to present the reports to the Town Council and Public Forum. The motion passed unanimously. A motion was made by board member Kirby, seconded by board member Housberg to accept the Building Assessment report as presented with several revisions indicated. The motion passes unanimously. Chair Sanborn asked board members Walsh and Cloud to provide her with a list of members of the Building Space Committee so she could send thank you letters on behalf of the LBOT for their participation. The Building Assessment report will be included on the library web site. Discussion took place regarding the retention of the current architect to draft the next set of schematic drawings. This discussion will continue at the July meeting.
  - c. **Survey Budget:** Board member Walsh reported there is another \$26.00 charge for the use of Survey Monkey. A final report will be made at the July meeting.
4. **Library Director's Annual Review:** Board member Kirby reported she has met with Donna Fogarty, library director, and have reviewed the evaluation document. Board member Kirby requested that all LBOT members completed the evaluation form by the July meeting. She will then compile the results and the LBOT executive board will meet with the library director to review the evaluation. A motion was made by board member Carson, seconded by board member Housberg to accept the evaluation documents as presented and the

executive board will meet and review the results of the evaluation before September 1, 2016. The motion passed unanimously.

5. **LBOT Secretary Position:** Chair Sanborn reported that board member Infantolino has provided her with information regarding the hiring of a secretary for the LBOT. She will review the information and report on it at the July meeting.
6. **LBOT Meeting Minutes/Library web site:** Donna Fogarty, library director, indicated she has been able to include the LBOT meeting minutes on the library web site under the section "About Us". Currently, the web site only has the ability to store the current meeting minutes.

**New Business:** None discussed

**Future Agenda Items:**

1. **Weather Emergency Policy (August)**
2. **Strategic Plan (July)**
3. **Letter to Town Council regarding vacancies**
4. **Evaluation of Library Director Policy (September)**

**Public Comment:** None

**Executive Session:** A motion was made by board member Kirby, seconded by board member Walsh to adjourn the open meeting of the Library Board of Trustees and move into Executive Session. The motion passed unanimously. The meeting was adjourned at 6:47PM.

A motion was made by board member Carson, seconded by board member Cloud to adjourn the Executive Session and return to the open meeting. The motion passed unanimously. The Executive Session was adjourned at 7:18PM. No votes were taken while in Executive Session

**Adjournment:** A motion was made by board member Carson, seconded by board member Infantolino to adjourn the open meeting. The motion passed unanimously. The meeting was adjourned at 7:19PM. The next meeting of the LBOT will be held on Tuesday, July 12, 2016.

Respectfully submitted,

Mary Lou Sanborn  
Secretary Pro Temp



JAMESTOWN PHILOMENIAN LIBRARY  
Board of Trustees  
July 12, 2016 Meeting Minutes

**Call to order:** Chair Sanborn called the meeting to order at 5:00PM. In attendance were: Peter Carson, Jennifer Cloud, Donna Fogarty (library director), Paul Housberg, Christian Infantolino, Marianne Kirby, Mary Meagher (Town Council member), Mary Lou Sanborn, Kristine Trocki (Town Council member), Chris Walsh

**Report of the Chair:** Chair Sanborn thanked Donna Fogarty and the library staff for organizing the annual book sale. Many hours were spent in the preparation and operation of the sale. Chair Sanborn also reported she had spoken with BJ Whitehouse relative to the "Library Flash Mob". The organizational meeting was held on July 6th at the library. He indicated the insurance and waiver of liability forms were in place for all participants. The "Library Flash Mob" is expected to be completed by the end of July. Sanborn mentioned the Jamestown Arts Initiative was scheduling their organizational meeting for Monday, July 25th at 6:30PM in the Town Hall. Paul Housberg was asked and confirmed he would be the LBOT's representative at the meeting and report to the LBOT at its August meeting. Sanborn indicated she has been checking the LBOT email address, but none have been received to this date. She asked Donna to include the email address on the library web site "About Us" and at the end of the Building Assessment Report also on the library web site.

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

**Friends of the Library report:** Donna Forgarty reported an annual membership drive is underway. Mailings have been sent to each homeowner in Jamestown. A potluck dinner will be held at the Friends Annual Meeting on Wednesday, August 3rd at which time officers of the board will be elected. Peter Carson will attend the Friends meeting as the representative from the LBOT.

**Unfinished Business:**

**1. Board of Trustee sub-committee updates:**

**i. Finance/Budget** - Board member Carson spoke with the "Friends" regarding the LBOT using their 501(c)3 non-profit status. The "Friends" are reluctant to include the LBOT as part of their filing status. Board members Carson and Infantolino presented other options to the LBOT: 1) create own LBOT 501(c)3, 2) reach agreement with Town to use their municipal status. Discussion took place regarding the various options. A motion was made by board member Kirby, seconded by board member Housberg to have board members Carson and Infantolino research other libraries to determine their fundraising structure, including by-laws, and report their findings at the August LBOT meeting.

**ii. Policy:** Board members Kirby and Housberg initiated discussion and review of the LBOT By-Laws, Code of Conduct and Governing Style policies. It was agreed that ByLaw revisions would be collected at the August 9th meeting with the proposed Trustees Governing Style policy as a first read and proposed trustees Code of Conduct policy as a second read. Board member Kirby will email LBOT members the by-laws and policies to make revisions and return to her.

**iii. Facilities:** Board members Cloud and Walsh reported the building gutters in need of repair will be replaced shortly. The other priorities include adding a speed bump to the driveway and repairing the sidewalk. The signs at the end of the driveway need to be lowered for better visibility to drivers.

**2. 2016-2017 CIP/Operational budget update:** Chair Sanborn indicated she had emailed Town Administrator, Andy Nota, asking him for an update to the contract negotiations. Several meetings had to be cancelled and re-scheduled. The contract should be finalized by the end of July or beginning of August.

### **3. Library Renovation Project:**

#### **a. Project outline:**

##### **i. Update of project outline/timeframe/public forum/project funding and management:**

Chair Sanborn reported the Building Assessment Report was presented to the Town Council on Monday, June 27th. Thank you to Jennifer Cloud, Dorothy Strang, and Chris Walsh. Sanborn has emailed the report to Kathryn Taylor for her review. Donna Fogarty and Sanborn will be meeting with Kathryn Taylor to review the report and determine the next steps in the process. Board members Cloud and Walsh asked to be included in the meeting. Board chair Sanborn had asked board member Infantolino to review the outstanding architect's contract. Board member Infantolin found the contract was never suspended by the LBOT, therefore it is still a legal and binding contract. LBOT members agreed to remain with Mohamad Farzan as the building architect. Board chair Sanborn will email the Building Assessment report to the architect. Discussion took place regarding the formation of a Library Renovation Building Committee. There is a need to be inclusive to give other LBOT members and community members an opportunity to participate in the project. Board chair Sanborn said she has emailed Scott Grace, noting his previous interest, and Aileen Flath for suggestions for members. It was decided to include an ad in the Jamestown Press asking interested parties to contact the LBOT via its web site. Board chair Sanborn will then contact them for participation. She also asked LBOT members to email her their suggestions by August 1st and she will also contact them. The Library Renovation Building Committee will be determined by the LBOT at its August 9th meeting. Board chair Sanborn also mentioned the LBOT should form the Library Renovation Fundraising Committee at its September 13th meeting in order to plan a calendar of events for 2017.

**ii. Building Space Committee:** Board members Cloud and Walsh provided the specifics of the presentation of the Building Assessment Report to the Town Council. They also mentioned Lisa Bryer, Town Planner, has summarized the results of the survey. It was decided to schedule a public forum for Wednesday, July 27th at 7:00PM to highlight the results of the Building Assessment report and the survey. The public forum will also include a tour of the library. A motion was made by board member Kirby, seconded by board member Carson to submit an article in the Jamestown Press. The motion passed unanimously. Revisions to the article should be sent to board member Cloud by Friday, July 15th.

**iii. Survey budget:** Board chair Sanborn asked board members Cloud and Walsh to finalize and submit the budget for the survey etc. at the LBOT August meeting.

**4. Library Director's Annual Review:** Board member Kirby said she has received completed evaluations from all LBOT members. She will summarize and email to board chair Sanborn and board

member Carson to meet and review with the library director. The summary will be discussed with the LBOT at the August meeting.

**5. LBOT Secretary:** Board chair Sanborn reported that she reviewed the information board member Infantolino had emailed to her regarding the hiring of a secretary for the LBOT. This position would need to be hired as an independent contractor technically through the town as the library is a town owned building. Discussion took place and it was decided that the board chair would continue to be secretary pro temp until such time it was determined that more help was needed. Board chair Sanborn will contact the three applicants and provide them with the results of the discussion.

**F. New Business:**

**1. Park and Recreation Workshop:** Board members Walsh and Cloud provided the LBOT with an update of the workshop. Park and Rec director, Andy Wade, presented a Powerpoint presentation that included the proposed new community playground and equipment. A grant has been applied for. Board chair Sanborn will email the Powerpoint presentation to the architect so he is familiar with any revisions to the same parcel of land.

**G. Future Agenda Items:** None discussed

**H. Public Comment:** None

**I. Executive Session:** A motion was made by board member Cloud, seconded by board member Walsh to adjourn the open meeting of the Library Board of Trustees and move into Executive Session. The motion passed unanimously. The meeting was adjourned at 6:43PM. A motion was made by board member Cloud, seconded by board member Carson to adjourn the Executive Session and return to the open meeting. The motion passed unanimously. The Executive Session was adjourned at 7:10PM. No votes were taken while in Executive Session.

**J. Adjournment:** A motion was made by board member Carson, seconded by board member Walsh to adjourn the open meeting. The motion passed unanimously. The meeting was adjourned at 7:11PM. The next meeting of the LBOT will be held on August 9, 2016.

Respectfully submitted,

Mary Lou Sanborn

Secretary Pro Temp







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

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

## **AUGUST 2016 CALENDAR**

- Tuesday, August 16**      **Policy and Planning Subcommittee Meeting.** CRMC Conference Room, Oliver Stedman Government Center, 4808 Tower Hill Road, Wakefield, RI.  
**8:30 a.m.**
- Tuesday, August 23**      **ROW Subcommittee Meeting.** Administration Building, Conference Room A, One Capitol Hill, Providence, RI.  
**5:45 p.m.**
- Tuesday, August 23**      **Semimonthly Meeting.** Administration Building, Conference Room A, One Capitol Hill, Providence, RI.  
**6:00 p.m.**
- Friday, August 26**      **Administrative Fine Hearings.** CRMC Conference Room, Oliver Stedman Government Center, 4808 Tower Hill Road, Wakefield, RI.  
**9:30 a.m.**

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

/lat



**TOWN OF JAMESTOWN  
TAX ASSESSOR  
93 Narragansett Avenue  
Jamestown, RI 02835**

To: PRESIDENT, JAMESTOWN TOWN COUNCIL

From: JAMESTOWN TAX ASSESSOR

Subject: ABATEMENTS/ADDENDA OF TAXES FOR **AUGUST 16, 2016** MEETING

**MOTOR VEHICLE ABATEMENTS TO 2016 TAX ROLL**

#01-0471-02M Andreozzi (Fox), Megan C.	Motor Vehicle – 2014 Jeep Reg. #BT 305 Duplication by RI Registry	\$59.17
#13-1281-20M McNamee, Joanne	Motor Vehicles – 2010 Nissan & 2011 Infinity Transfer to correct Account #13-1281-18M	\$105.39

**REAL PROPERTY ABATEMENTS TO 2016 TAX ROLL**

#02-0884-00 Bolster, Wendy J. Andrews Trust	Plat 7, Lot 32 – Property transfer 7-1-16 to Account #19-0268-00	\$6,714.97
#03-1137-70 Conanicut Island Cottage, LLC	Plat 8, Lot 158 - Property transfer 7-1-16 to Account #01-0471-40	\$4,603.44
#03-1154-00 Connor, Thomas J. & Ellen A.	Plat 1, Lot 99 - Property transfer 7-14-16 to Account #18-0012-97	\$4,245.65
#04-0349-50 Delude-Dix, Elizabeth	Plat 1, Lot 373 - Tax appeal - Assessment reduced based on interior inspection – NV \$2,598,400	\$782.50
#04-0775-75 Douglas Enterprises, Ltd.	Plat 8, Lot 79 – Assessment reduced based on demolition – Prorated 148 days – NV \$417,000	\$1,283.16
#04-0775-75 Douglas Enterprises, Ltd.	Plat 14, Lot 153 - Property transfer 7-22-16 to Account #13-0406-00	\$796.49
#04-0863-01 Driscoll, Patrick M. & Craig, Jemma L.	Plat 12, Lot 24 - Property transfer 7-7-16 to Account #04-0268-00	\$13,041.01
#06-0005-00 Fadden, Robert & Susan	Plat 4, Lot 118 - Property transfer 7-18-16 to Account #18-0036-00	\$2,667.52
#06-0115-50 Fazio, George J. & Susan E.	Plat 8, Lot 14 - Property transfer 7-1-16 to Account #03-0115-00	\$13,764.04
#07-0719-50 Gotauco, Chester A.	Plat 10, Lot 80 - Property transfer 7-29-16 to Account #02-0564-02	\$4,055.01
#07-0880-50 Greene, Paul F., Trustee	Plat 3, Lot 520 - Property transfer 7-28-16 to Account #08-0445-25	\$4,105.80
#08-0369-80 Heelan, John Patrick & Beth Ann	Plat 8, Lot 128 - Property transfer 7-29-16 to Account #04-0994-32	\$3,374.71
#08-0415-75 Helms, Susan E. & McCraw, Janet L.	Plat 9, Lot 765 - Property transfer 7-8-16 to Account #06-0161-15	\$4,711.50

#08-0710-00 Holy Ghost Society of Jamestown	Plat8 , Lot 79 - Property transfer 7-28-16 to Account #04-0775-75	\$6,825.45
#08-0828-12 HSBC Bank USA, N.A.	Plat 5, Lot 480 - Property transfer 7-18-16 to Account #03-0681-05	\$3,712.83
#08-0828-25 Hubbard, John H. & Betty L.	Plat 8, Lot 367 - Property transfer 7-20-16 to Account #02-0777-90	\$744.76
#08-0828-25 Hubbard, John H. & Betty L.	Plat 8, Lot 202 - Property transfer 7-20-16 to Account #02-0777-90	\$19,694.44
#12-0239-90 Lavoie, Donald E. & Alison E.	Plat 14, Lot 361 - Property transfer 7-7-16 to Account #04-0343-70	\$2,096.36
#12-0868-36 M.T. Lott, LLC	Plat 9, Lot 193 - Property transfer 7-11-16 to Account #15-0350-00	\$5,565.45
#13-0099-00 MacLeod, Freda W.	Plat 14, Lot 350 - Property transfer 7-12-16 to Account #02-1276-00	\$2,409.53
#13-1194-20 McIntosh, Keri Lynn	Plat 8, Lot 75 - Property transfer 8-1-16 to Account #13-1839-00	\$3,622.16
#18-0012-97 Raleigh, Thomas M.	Plat 8, Lot 484 - Property transfer 7-14-16 to Account #13-0214-40	\$7,218.57
#18-0817-25 Rozes, James S. & Maureen A.	Plat 9, Lot 342 - Property transfer 8-1-16 to Account #08-0770-70	\$7,436.53
#19-0064-05 Sanderson, Stuart W.	Plat 9, Lot 40 - Property transfer 7-29-16 to Account #20-0394-90	\$3,835.73
#19-0365-85 Schultz (Gladding), Nikki C.	Plat 9, Lot 130 - Property transfer 7-7-16 to Account #16-0286-01	\$4,336.49
#19-0471-51 Semco, Robert S. & Nancy R.	Plat 3, Lot 327 - Property transfer 7-21-16 to Account #19-0763-57	\$2,479.03
#19-1256-10 Somyk, John P. & Shannon	Plat 5, Lot 175 - Property transfer 7-1-16 to Account #15-0247-46	\$103.82
#20-0033-50 Tanguay, Marc W. & Cynthia M.	Plat 16, Lot 186 - Property transfer 7-29-16 to Account #23-0408-12	\$2,792.20
#20-0622-00 Tutsch, Joseph T. & Rosemary	Plat 5, Lot 277 - Property transfer 7-20-16 to Account #01-0680-35	\$3,053.89
#23-0247-01 Warner, Linda & George	Plat 8, Lot 118 - Property transfer 8-1-16 to Account #02-1708-00	\$4,210.04
#23-0247-01 Warner, Linda & George	Plat 8, Lot 409 - Property transfer 8-1-16 to Account #23-0246-40	\$2,157.49

**MOTOR VEHICLE ADDENDA TO 2016 TAX ROLL**

#06-0168-56M Ferri, Vito F.	Motor Vehicle – 2014 BMW Reg. # VF Transfer from Cranston	\$1,638.13
#13-1281-18M McNamee, Joan A.	Motor Vehicles – 2010 Nissan & 2011 Infinity Transfer from wrong Account #13-1281-20M	\$105.39
#13-1990-30M Morgan, David J.	Motor Vehicle – 2005 Jeep Reg. #636702 Transfer from North Kingstown	\$28.48

**REAL PROPERTY ADDENDA TO 2016 TAX ROLL**

#01-0471-40 Andrew, John J. & Wixted, Julie A.	Plat 8. Lot 158 – Property transfer 7-1-16 from Account #03-1137-70	\$4,603.44
#01-0680-35 Arusso, Dominic D. & Rayna P.	Plat 5. Lot 277 – Property transfer 7-20-16 from Account #20-0622-00	\$3,053.89

#02-0564-02 Beretta, David III & Beckett, Joan T.	Plat 10. Lot 80 – Property transfer 7-29-16 from Account #07-0719-50	\$5,714.55
#02-0778-90 Blue Rock, LLC	Plat 8. Lot 367 – Property transfer 7-20-16 from Account #08-0828-25	\$744.76
#02-0778-90 Blue Rock, LLC	Plat 8. Lot 202 – Property transfer 7-20-16 from Account #08-0828-25	\$19,694.44
#02-1276-00 Brighton, Isis & Wilson, William H.	Plat 14. Lot 350 – Property transfer 7-12-16 from Account #13-0099-00	\$2,409.53
#02-1708-00 Burrows, Melissa & Edward	Plat 8. Lot 118 – Property transfer 8-1-16 from Account #23-0247-01	\$4,210.04
#03-0115-00 Cammans, Jeffrey R. & Kathleen L.	Plat 8. Lot 14 – Property transfer 7-1-16 from Account #06-0115-50	\$13,764.04
#03-0681-05 Cho, Haemi	Plat 5. Lot 480 – Property transfer 7-18-16 from Account #08-0828-12	\$3,712.83
\$04-0268-00 DeAngelo, Richard & Leslie	Plat 12. Lot 24 – Property transfer 7-7-16 from Account #04-0863-01	\$13,041.01
#04-0343-70 Delsesto, David J. & Geraldine D.	Plat 14. Lot 361 – Property transfer 7-7-16 from Account #12-0239-90	\$2,096.36
#04-0775-75 Douglas Enterprises, Ltd.	Plat 8. Lot 79 – Property transfer 7-28-16 from Account #08-0710-00	\$6,825.45
#04-0994-32 Dursi, Brian A. & Maria C.	Plat 8. Lot 128 – Property transfer 7-29-16 from Account #08-0369-80	\$3,374.71
#06-0161-15 Felton, Jill P. & Christopher J.	Plat 9. Lot 765 – Property transfer 7-8-16 from Account #08-0415-75	\$4,711.50
#08-0455-25 Herman, Brad J. & Stacey	Plat 3. Lot 520 – Property transfer 7-28-16 from Account #07-0880-50	\$4,105.80
#08-0770-70 Horton, Edward S. & Alison H.	Plat 9. Lot 342 – Property transfer 8-1-16 from Account #18-0817-25	\$7,436.53
#13-0214-40 Magarian, Jana P. & Christopher M.	Plat 8. Lot 484 – Property transfer 7-14-16 from Account #18-0012-97	\$7,218.57
#13-0406-00 Manni, John	Plat 14. Lot 153 – Property transfer 7-22-16 from Account #04-0775-75	\$796.49
#13-1839-00 Molinari, Sarah J.	Plat 8. Lot 75 – Property transfer 8-1-16 from Account #13-1194-20	\$3,622.16
#15-0247-46 Olejniczak, Robert J.	Plat 5. Lot 175 – Property transfer 7-1-16 from Account #19-1256-10	\$103.82
#15-0350-00 O'Reilly, Paul F.	Plat 9. Lot 193 – Property transfer 7-11-16 from Account #12-0868-36	\$5,565.45
#16-0286-01 Pazera, Kathy G.	Plat 9. Lot 130 – Property transfer 7-7-16 from Account #19-0365-85	\$4,336.49
#18-0012-97 Raleigh, Thomas M.	Plat 1. Lot 99 – Property transfer 7-14-16 from Account #03-1154-00	\$4,245.65
#18-0036-00 Rathbun, Christa N. & Ernest L.	Plat 4. Lot 118 – Property transfer 7-18-16 from Account #06-0005-00	\$2,667.52
#19-0268-00 Schadegg, Kenneth A. & Upham, Robt C	Plat 7. Lot 32 – Property transfer 7-1-16 from Account #02-0884-00	\$6,714.97
#19-0763-57 Shults, Zackary R. & Andrea E.	Plat 3. Lot 327 – Property transfer 7-21-16 from Account #19-0471-51	\$2,479.03
#20-0394-90 Tieri, Christine M.	Plat 9. Lot 40 – Property transfer 7-29-16 from Account #19-0064-05	\$3,835.73
#23-0246-40 Warner, Christopher & Harvey, Wendy	Plat 8. Lot 409 – Property transfer 8-1-16 from Account #23-0247-01	\$2,157.49
#23-0408-12 Weaver, Alan D. Jr. & Laura M.	Plat 16. Lot 186 – Property transfer 7-29-16 from Account #20-0033-50	\$2,792.20

<b>TOTAL ABATEMENTS</b>	<b>\$146,605.13</b>
<b>TOTAL ADDENDA</b>	<b>\$147,806.45</b>

RESPECTFULLY SUBMITTED,

*Kenneth S. Gray*

KENNETH S. GRAY,  
TAX ASSESSOR

# Archer & Foppert

Mailing: 20 Ocean Avenue, Jamestown, RI 02835  
Office: 57 Narragansett Avenue, Jamestown, RI 02835  
Fax: 401.423.9700

Deborah A. Foppert, Esq.  
Deb.Foppert@gmail.com  
401.423.2329

August 4, 2016

Cheryl Fernstrom, Town Clerk  
Town Council of the Town of Jamestown  
93 Narragansett Avenue  
Jamestown, Rhode Island 02835

Re: Revised Proposed Subdivision of Plat 8 Lot 68

Dear Members of the Town Council,

I am writing to seek your consideration of certain aspects of the Proposed Subdivision of Plat 8 Lot 68 (the "Property"), which is a 248,000 (5.6933 acre) parcel located between Arnold Avenue and Westwind Drive. Pursuant to the requirements of the Jamestown Subdivision Regulations, Dutch Harbor Development, LLC (the "Applicant") is proposing a subdivision of the Property into a total of three (3) lots. The Applicant is working closely with the professional staff of the Jamestown Planning Department, the Public Works Department and the Town's Technical Review Committee to insure that all of the criteria of the Town's Subdivision Regulations are met and that the proposal is a well-planned minor subdivision that minimizes the impact to the community, abutters and the environment, while maintaining public safety, health and welfare.

The revised subdivision plan does not include the construction of any new roadways. However, the plan does provide for access from Westwind Drive for two of the lots, with the third lot being accessed from Arnold Avenue. In order for the property to have sufficient frontage on Westwind Drive, the one (1) strip of land currently owned by the Town of Jamestown (and burdened by an easement for the benefit of the Jamestown Estates Homeowner's Association) would be added to the current Westwind Drive roadway thus making that road fifty-one (51) feet wide (an increase from the current fifty (50) foot wide roadway). This plan also anticipates the extinguishment of the easement currently benefitting the Jamestown Estates Homeowner's Association.

In addition, the proposal anticipates that a sewer line will run beneath the currently unimproved portion of Pemberton Avenue. Likewise, the drainage plan includes piping running beneath the currently unimproved portion of Lawn Avenue.

The subdivision proposal is scheduled for a public hearing before the Jamestown Planning Commission on August 17th. If approved and the easement is subsequently extinguished, the Applicant will be seeking the approval of this Town Council for acceptance of the one (1) foot strip to be added to Westwind Drive as frontage and for approval of the sewer and drainage systems running under the unimproved roads as shown on the proposed plans at the September meeting of the Town Council.

Thank you in advance for your consideration.

Sincerely,



Deborah A. Foppert  
Attorney for the Owners/Applicant

cc. Steve Perry

Lisa Bryer, Town Planner

Michael Darveau