



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Monday, May 6, 2019
6:30 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.

Attachments for items on this meeting agenda are available to the public on the Town website at: <http://www.jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2019-meetings-minutes/2019-meetings>

I. ROLL CALL

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

III. TOWN COUNCIL SITTING AS THE BOARD OF WATER AND SEWER COMMISSIONERS

IV. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS AND PROCLAMATIONS

A) Proclamation

- 1) No. 2019-07 National Mental Health Month; review, discussion and/or potential action and/or vote

V. PUBLIC HEARINGS, LICENSES AND PERMITS

A) Public Hearing:

- 1) Amendment of the Jamestown Code of Ordinances Chapter 70 Traffic and Vehicles, Article II. Administration and Enforcement, Sec. 70-25 Notice of Violation; Admission of Truth and Payment of Fines at Police Station; Amounts; Article III. Specific Street Regulations, Sec. 70-52 Stop Intersections; Article IV. Stopping, Standing and Parking, Sec. 70-81 Parking Area, Lots 172 and 173 (former ambulance barn); Sec. 70-82 Two-hour Parking Limit Located upon Lot 573 Plat 8; Sec. 70-83 Standing or Parking on Steel Pier and Bulkhead; Sec. 70-86 Standing or Parking on East

Ferry Wharf; and Sec. 70-87 Prohibited or Restricted Parking on Specified Streets; duly advertised in the April 25, 2019 edition of the *Jamestown Press*; review, discussion and/or potential action and/or vote

B) Licenses and Permits

The Town Council will review each license application and vote on it individually. 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.

1) One Day Event/Entertainment License Applications; review, discussion and/or potential action and/or vote

a) Applicant: Clean Ocean Access

Event: Swim Jamestown

Date: August 5, 2019

Location: Sheffield Cove

b) Applicant: Blue Wheeler (Saunderstown Yacht Club

Event: Boat Launching for Bullseye National Regatta

Date: September 8, 2019

Location: Dutch Harbor Pier

VI. OPEN FORUM

Please note that under scheduled requests to address, comments are not limited to items on this agenda. However, items not on this agenda will only be heard and not acted upon by the Town Council. Section 42-46-6 of the Open Meetings Act specifically prohibits the Town Council from considering previously unposted matters during the Open Forum portion of the agenda.

A) Scheduled request to address

B) Non-scheduled request to address

VII. COUNCIL, ADMINISTRATOR, SOLICITOR, COMMISSION/COMMITTEE COMMENTS & REPORTS

A) Town Administrator's Report: Andrew E. Nota; review, discussion and/or potential action and/or vote

1) Cell Tower Engineering Assessment and Site Review

2) AT&T Equipment Relocation – Howland Avenue Tower

3) Draft State of Rhode Island Debt Affordability Study

4) Report of the 2019 Advisory Commission on Locally Administered Pension Plans

5) RI League of Cities and Towns Legislative Update

B) Town Solicitor's Report – Review and Discussion of Open Meetings Act Ruling: Spodnik v. West Warwick Town Council

VIII. UNFINISHED BUSINESS

For past discussion documentation please visit: <http://www.jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2019-meetings-minutes/2019-meetings>

A) Town-owned Lots in the Jamestown Shores (33) to be held under a conservation easement with the Conanicut Island Land Trust for preservation, as requested by the Jamestown Conservation Commission;

review, discussion and/or potential action and/or vote

- 1) Memorandum of Town Planner Lisa Bryer
 - 2) Photographs and Maps of Proposed Conservation Easements in the Jamestown Shores
 - 3) 2012 Conservation Easement
- B) Five-Year Lease Agreement, with option for a five-year renewal, for operation and management of the Jamestown Golf Course; Town Council ratification of the Agreement and authorization for signing by the Town Administrator; review, discussion and/or potential action and/or vote, continued from April 15, 2019
- C) Upcoming Meetings and Sessions – dates and times
- 1) Town Council Meeting Schedule: May 20th and June 17th at 6:30 p.m.; Financial Town Meeting: June 3rd at 7:00 p.m.; review, discussion and/or potential action and/or vote

IX. NEW BUSINESS

- A) Town Council discussion of seasonal beach rates for Senior residents of Jamestown, as requested by Councilor Nancy A. Beye; review, discussion, and/or potential action and/or vote
- B) Town Council consideration of Amendment of the Jamestown Code of Ordinances, Chapter 22 Environment, Article IIIA. Construction Activities; Sec. 22-69 Construction Activities, Sec. 22-70 Definitions, Sec. 22-71 Exemptions, Sec. 22-72 Enforcement, Sec. 22-73 Penalties and Sec. 22-74 Sunset Clause; as requested by Vice President Mary E. Meagher; review, discussion and/or potential action and/or vote

X. ORDINANCES, APPOINTMENTS, VACANCIES AND EXPIRING TERMS

- A) Appointments, Vacancies, and Expiring Terms; review, discussion and/or potential action and/or vote on each listed appointment, vacancy and/or expiring term
 - 1) Jamestown Affordable Housing Committee (Two vacancies with three-year term ending dates of May 31, 2022); duly advertised
 - a) Letter of interest for reappointment
 - i) Fred F. Pease, III
 - 2) Jamestown Coastal Resources Management Council Representative (One vacancy with a two-year term ending date of May 31, 2021); duly advertised
 - a) Letter of interest for reappointment
 - i) Hally Beckman
 - 3) Jamestown Conservation Commission (One vacancy with an unexpired three-year term ending date of December 31, 2020); duly advertised; no applicants
 - 4) Jamestown Fire Department Compensation Committee (One Citizen-at-Large vacancy with an unexpired three-year term ending date of May 31, 2021 and One Citizen-at-Large vacancy with a

- three-year term ending date of May 31, 2022); duly advertised; no applicants
- 5) Jamestown Harbor Commission (One vacancy with an unexpired three-year term ending date of December 31, 2019)
 - a) Letter of resignation
 - i) David Cain
 - 6) Jamestown Tax Assessment Board of Review (One Full Member vacancy with a three-year term ending date of May 31, 2022 and One Alternate Member vacancy with a three-year term ending date of May 31, 2022); duly advertised; no applicants
 - a) Letter of resignation
 - i) Frank F. Sallee
 - 7) Jamestown Traffic Committee (One Harbor Commission representative vacancy with an unexpired three-year term to December 31, 2019)
 - a) Letter of resignation
 - i) David Cain

XI. 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 for review, discussion and/or potential action and/or vote. A Consent Agenda item or items may be removed by the Town Council for review, discussion and/or potential action and or vote.

- A) Adoption of Town Council Minutes
 - 1) April 15, 2019 (interview session)
 - 2) April 15, 2019 (regular meeting)
 - 3) April 22, 2019 (special meeting)
- B) Minutes of Town Boards/Commissions/Committees
 - 1) Jamestown Charter Review Committee (04-18-2019)
 - 2) Jamestown Planning Commission (02-06-2019)
 - 3) Jamestown Planning Commission (03-06-2019)
 - 4) Jamestown Planning Commission (03-20-2019)
 - 5) Jamestown Traffic Committee (04-16-2019)
 - 6) Jamestown Zoning Board of Review (03-26-2019)
- C) CRMC Notices
 - 1) Public Notice of proposed Rulemaking amendment to the Salt Pond Region Special Area Management Plan (650-RICR20-00-3), with Public Hearing on May 14, 2019
 - 2) May 2019 Calendar
- D) Abatements/Addenda of Taxes

Total Abatements: \$41,140.56; Total Addenda: \$41,140.56

 - 1) Real Estate/Tangible Abatements to 2018 Tax Roll

<u>Account/Abatement Amount</u>	
a)	03-1520-25 \$ 6,554.84

b)	07-0126-00	\$ 3,488.76
c)	07-0367-60	\$ 7,114.16
d)	13-1325-00	\$20,878.57
e)	22-0064-25	\$ 3,104.23
2)	Addenda to 2018 Tax Roll	
	<u>Account/Addenda Amount</u>	
a)	03-1623-02	\$ 3,104.23
b)	06-0299-50	\$ 7,114.16
c)	08-0140-00	\$ 6,554.84
d)	11-0119-00	\$ 3,488.76
e)	13-1930-00	\$20,878.57

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

The Council may acknowledge any of the listed Communications and Proclamations and Resolutions. Should any member wish to have a conversation on any of the matters, the item will be placed on a future agenda for review, discussion and/or potential action and/or vote.

- A) Communications
 - 1) Letter of William Munger regarding village parking observations
 - 2) Statewide Planning May 2019 Newsletter
- B) Proclamations and Resolutions from other Rhode Island Cities and Towns
 - 1) Resolution of the Charlestown Town Council in Support of Legislation to Establish an Ocean State Climate Adaptation and Resilience Fund (OSCAR)
 - 2) Proclamation of the Barrington Town Council for Small Business Week, May 5, 2019 to May 11, 2019
 - 3) Resolution of the Barrington Town Council re: Senate Bill 410 and House Bill 5671 on Plastic Bag Bans to amend the language to exclude the Uniformity Clause
 - 4) Resolution of the Burrillville Town Council declaring the Town of Burrillville a “Second Amendment Sanctuary Town”
 - 5) Resolution of the Smithfield School Committee urging the General Assembly to reject House Bill 5266 and allow current career and technical programs to continue

XIII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS

The following matters may be discussed by the Town Council for placement on a future Council agenda for review, discussion, and/or potential action and/or vote. No item listed in this section will be acted upon by the Town Council other than for scheduling purposes.

- A) Paper streets in Jamestown and water access
- B) Proposed Water Resources Protection Committee discussion (May/June)
- C) Town Council Goals and Objectives for the 2018-2020 Council Term (May/June)

- D) Taxation items: RIGL § 44-3-12 Visually Impaired Persons – Exemption and RIGL § 44-3-5 Golf Star Parents’ Exemption (May/June)
- E) Jamestown Ad Hoc Committee on Public Art Proposal (May 20)
- F) Review of Preliminary Water and Sewer Budget Programs FY2020 (May 20)

XIV. EXECUTIVE SESSION

The Town Council may seek to enter into Executive Session for review, discussion and/or potential action on the following:

- A) Pursuant to RIGL § 42-46-5(a) Subsection (2) Collective Bargaining (Union Contract Negotiations update); review, discussion and/or potential action and/or vote in executive session and/or open session
- B) Pursuant to RIGL § 42-46-5(a) Subsection (1) Personnel (Town Administrator’s Performance Review); review, discussion and/or potential action and/or vote in executive session and/or open session

XV. 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. Notice is also posted at the Jamestown Police Station and on the Internet at 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 not less than three (3) business days prior to the meeting.

Posted on the RI Secretary of State website May 1, 2019

Town of Jamestown



PROCLAMATION OF THE TOWN COUNCIL

No. 2019-07

National Mental Health Month

- WHEREAS**, Mental health is essential to everyone's overall health and well-being; and
- WHEREAS**, All Americans experience times of difficulty and stress in their lives; and
- WHEREAS**, Prevention is an effective way to reduce the burden of mental health conditions; and
- WHEREAS**, Mental health conditions are real and prevalent in our nation and with effective treatment, individuals with mental health conditions can recover and lead full, productive lives; and
- WHEREAS**, Businesses, schools, government agencies, healthcare providers, and citizens share the burden of mental health problems and have a responsibility to promote mental wellness, treatment and support prevention and mental health first aid efforts.

NOW, THEREFORE: We, the Town Council of the Town of Jamestown, do hereby proclaim May 2019 as Mental Health Month in the Town of Jamestown, Rhode Island, and call upon the citizens, government agencies, public and private institutions, businesses and schools in Jamestown and Newport County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

By Order of the Jamestown Town Council

Michael G. White, President

Mary E. Meagher, Vice President

Nancy A. Beye

Randall White

William J. Piva, Jr.

IN WITNESS WHEREOF, I hereby attach my hand and the
Official seal of the Town of Jamestown this 6th of May, 2019.

Cheryl A. Fernstrom, CMC, Town Clerk



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

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 **Monday, May 6, 2019 at 6:30 p.m.** at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding Chapter 70 Traffic and Vehicles. Opportunity shall be given to all persons interested to be heard upon the matter at the public hearing. The following proposed ordinance amendment is under consideration and may be adopted and/or altered or amended prior to the close of the public hearing without further advertising, as a result of further study, or because of the views expressed at the public hearing. Any alteration or amendment must be presented for comment in the course of the public hearing. The proposed amendment is available for review and/or purchase at the Town Clerk's Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays.

Section 1. The Town Council of the Town of Jamestown hereby ordains that the Jamestown Code of Ordinances, Chapter 70 Traffic and Vehicles Article II. Administration and Enforcement Sec. 70-25 Notice of Violation; Admission of Truth and Payment of Fines at Police Station; Amounts; Article III. Specific Street Regulations Sec. 70-52 Stop Intersections; Article IV. Stopping, Standing and Parking Sec. 70-81 Parking Area, Lots 172 and 173 (former ambulance barn); Sec. 70-82 Two-hour Parking Limit Located upon Lot 573 Plat 8; Sec. 70-83 Standing or Parking on Steel Pier and Bulkhead; Sec. 70-86 Standing or Parking on East Ferry Wharf; and Sec. 70-87 Prohibited or Restricted Parking on Specified Streets; as the same may have been heretofore amended, is hereby amended.

The following is a summary description of the proposed amendments:

To revise the schedules of fines for violations, set parking hour limits, set parking area restrictions and parking restrictions on specified streets for enforcement of Chapter 70 of the Jamestown Code of Ordinances.

Section 2. This 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 <http://www.jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2019-meetings-minutes/2019-meetings>.

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

Advertisement in the Jamestown Press April 25, 2019 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 **Monday, May 6, 2019, 6:30 p.m.**, at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding Chapter 70 – Traffic and Vehicles. Opportunity shall be given to all persons interested to be heard upon the matter at the public hearing. The following proposed ordinance amendment is under consideration and may be adopted and/or altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any alteration or amendment must be presented for comment in the course of the public hearing. The proposed amendment is available for review and/or purchase at the Town Clerk’s Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays and on the Town’s web site at www.jamestownri.gov.

Section 1. Be it hereby ordained by the Town Council of the Town of Jamestown that the Jamestown Code Of Ordinances, Chapter 70, 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.

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): April 25, 2019

Publication Source: Jamestown Press

Hearing Date: May 6, 2019

Action: _____

Certified: _____

EXHIBIT A

ARTICLE II. ADMINISTRATION AND ENFORCEMENT

Sec. 70-25. Notice of violation; admission of truth and payment of fines at police station; amounts.

Each such police officer shall attach to such vehicle or tender to the operator of such vehicle written notice that such vehicle has violated a certain provision of such traffic or parking ordinance or of such parking regulations, notifying such person to appear on a day and hour stated in such notice, to answer such charge before the district court of the second division and, except as otherwise provided in this chapter or state law, instead of personally appearing in court, such person may, in person or by mail admit the truth of such charge and pay to the officer in charge of such police station \$15.00 for parking over the posted time, \$75.00 for parking within eight feet of a fire hydrant, \$100.00 for parking within an area designated as handicap parking and \$25.00 for all other offenses.

~~Notwithstanding anything to the contrary contained in this section, any violation of [section 70-87](#), with respect to vehicular parking in the East Ferry Wharf, West Ferry Wharf, on Conanicus Avenue between the intersection with High Street and the intersection with Hawthorne Road, and boat trailer parking on Conanicus Avenue, Walcott Avenue and Knowles Court, shall be punishable by a fine of \$25.00 for the first violation, \$50.00 for the second violation, and \$75.00 for the third violation.~~

If an appeal or payment is not made within 14 days, an additional fine of \$25 shall be imposed ~~fine shall double~~. If an appeal or payment is not made with 30 days, an additional fine of \$25 shall be imposed ~~fine shall triple~~.

Five dollars of every parking fine shall be placed in a segregated account maintained by the finance department. This account shall be maintained exclusively for the purpose of establishing and maintaining municipal parking.

ARTICLE III. SPECIFIC STREET REGULATIONS

Sec. 70-52. Stop intersections.

Watson Avenue and Pemberton Avenue ~~Pemberton Avenue~~ 4-way stop

ARTICLE IV. STOPPING, STANDING AND PARKING

Sec. 70-81. Parking area, lots 172 and 173. (former ambulance barn)

~~No person shall allow, permit or suffer any vehicle registered in such person's name to stand or park in the parking area located on the south side of Knowles Court and defined as lots 172 and 173 on the tax assessor's plat 8, as presently constituted, in violation of the provisions of this section.~~

~~The provisions of this section shall be in effect during the time period from May 15 to September 30 annually.~~

~~All boat trailers are prohibited from being stored or placed in the parking area except for an area in such parking area designated by the town administrator.~~

~~All vehicles in the parking area must be registered.~~

~~No vehicle may be placed or kept in the parking area continually for more than 48 hours.~~

~~The police department is hereby authorized to remove and tow away, or have removed and towed away, by commercial towing service, any car or other vehicle illegally parked in the parking area. Cars so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such car upon payment of fee for towing and storage.~~

~~The town administrator shall reserve parking in a clearly designated area for the exclusive use of ambulances and personnel associated with the ambulance service.~~

~~No parking for more than eight hours. No boat trailer parking. No overnight parking.~~

Sec. 70-82. Two-hour parking limit located upon lot 573 plat 8

~~No person shall allow, permit or suffer any vehicle registered in such person's name to stand or park in the parking area located on Narragansett Avenue and defined as lot 573 on the tax assessor's plat 8, as presently constituted, for a period in excess of two continuous hours between the hours of 8:00 a.m. and 6:00 p.m.; four hours between the hours of 6:00 p.m. and 8:00 a.m. (no overnight parking), in violation of the provisions of this section.~~

~~Parking of any vehicle in such lot shall be limited to private passenger cars, pickup trucks, motorcycles and passenger vans, with no vehicle having more than two axles.~~

~~All boat trailers are prohibited from being parked in the parking area.~~

~~No parking for more than two hours between 10:00 a.m. and 6:00 p.m. No boat trailer parking. No overnight parking.~~

~~The police department is hereby authorized to remove and tow away, or have removed and towed away, by commercial towing service, any car or other vehicle illegally parked in the parking area for a continuous time in excess of two hours between the hours of 8:00 a.m. and 6:00 p.m.; four~~

~~hours between the hours of 6:00 p.m. and 8:00 a.m. (no overnight parking). Cars so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such car upon payment of the fine provided in subsection (e) of this section and upon payment of a fee for towing and storage.~~

~~Any violation of this section with respect to vehicles parked illegally in such parking area shall be punishable by a fine of \$25.00 for the first violation, \$50.00 for the second violation, and \$75.00 for the third violation, committed within the consecutive period of 12 months next preceding the date of such violation all in accordance with the provisions of G.L. 1956, § 12-14-10.~~

~~(Code 1982, § 18-27.1; Code 2003, § 70-82)~~

Sec. 70-83. Standing or parking on Steel Pier and Bulkhead

~~No person shall allow, permit or suffer any vehicle registered in such person's name to stand or park on the Steel Pier, which extends easterly from Conanicus Avenue to the waters of Narragansett Bay, being southerly 11 feet of such Steel Pier extending 315 feet easterly from the easterly line of Conanicus Avenue.~~

Steel Pier-No parking

Bulkhead-North side in designated areas, no parking for more than two hours between 10:00 a.m. and 6:00 p.m. No overnight parking. No boat trailer parking. No parking on south side.

Notwithstanding anything to the contrary contained in this section, it shall be permissible for cranes to park temporarily in such area on the condition that such vehicles are used in marine related activity and are attended by an operator.

The police department is hereby authorized to remove and tow away, or have removed and towed away, by commercial towing service, any car or other vehicle illegally parked in the area described in ~~subsection (a)~~ of this section. Cars so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such vehicle upon the payment of the fine, towing and storage fee.

All Town owned and emergency vehicles are exempt from all time restrictions.

Sec. 70-86. Standing or parking on East Ferry Wharf.

Prohibited generally; description of wharf area. ~~No person shall allow, permit or suffer any vehicle registered in such person's name to stand or park on the portion of East Ferry Wharf in that certain area immediately south of the sidewalk extending to the Wood Pier and particularly described as follows:~~

~~Commencing at the westerly terminus of such sidewalk and running easterly 61 feet, bounded northerly by the described sidewalk in this subsection; thence turning and running southerly 20~~

~~feet; thence turning and running westerly 61 feet; thence turning and running northerly to the point or place of beginning.~~

~~*Towing of vehicles.* The police department is authorized to remove and tow away, or have removed and towed away, by commercial towing service, any car or other vehicle illegally parked in the area described in subsection (a) of this section. Cars so towed away for illegal parking shall be stored in a safe place and shall be restored to the owner or operator of such vehicle upon the payment of the towing and storage fee.
(Code 2003, § 70-86; Ord. of 9-14-1998)~~

~~*East Ferry, town's public parking areas, no parking of any boat trailer at any time.*~~

~~*East Ferry Wharf, no parking on the easterly side and southerly side for more than two hours between 8:00 a.m. and 6:00 p.m. daily with the exception of two parking spaces at the southwesterly corner of East Ferry Wharf, where there shall be no parking for more than 15 minutes between the hours of 8:00 a.m. and 9:00 p.m. daily, and five parking spaces on the southeasterly corner where there shall be no parking for more than 30 minutes between 8:00 a.m. and 6:00 p.m. daily.*~~

~~*East Ferry Wharf, no parking on the westerly side for more than two hours between 8:00 a.m. and 6:00 p.m. of any day.*~~

~~*East Ferry Wharf, parking only for the loading and unloading of vehicles and, in no event, for more than 30 minutes, in the area designated and posted as such by the town council in the general area of the so-called "Old Ferry Dock" as more particularly described on that certain plan entitled, "Marine Perimeter Plan," prepared for Jamestown Harbor Commission, dated December 5, 1994, and filed at the office of the town clerk in Hanging File No. 126B.*~~

Southerly side, no parking for more than 30 minutes between the hours of 10:00 AM and 6:00 PM daily with the exception of two parking spaces at the southwesterly where there shall be no parking for more 15 minutes.

All other areas within the lot; no parking for more than two hours between the hours of 10:00 AM and 6:00 PM.

No boat trailer parking. No overnight parking.

All Town owned and emergency vehicles are exempt from all time restrictions.

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

Conanicus Avenue, no parking for more than eight two hours in designated parking area from 6:00-10:00 a.m. to 6:00 p.m. on east side from Narragansett Avenue north to "Boat Ramp." No boat trailer parking. No overnight parking.

Fort Getty Road, no parking on either side from the intersection of the existing boat ramp north 500 feet to the beginning of the Fort Getty Dock, except by special permit as issued by the Recreation Department. No parking on north side or within the median beginning at the intersection with Beavertail Road and continuing to the entrance of the park.

Mackerel Cove Beach Parking Area, as permitted pursuant to [section 70-90](#) or daily pass as required beginning at the eastern most end and continuing west for a distance of 660 feet. From this point continuing west for distance of 590 feet shall be restricted to resident only pass pursuant to [section 70-90](#).

No double parking entire area. No boat trailer parking. No overnight parking.

Narragansett Avenue, no parking for more than two hours between 10:00 a.m. and 6:00 p.m. on the north side from Coronado Street east to Conanicus Avenue, except as otherwise posted.

Narragansett Avenue, no parking for more than two hours between 10:00 a.m. to 6:00 p.m. on the south side from Clinton Avenue east to Conanicus Avenue, except as otherwise posted.

Narragansett Avenue, no parking for more than 30 minutes on the south side of Narragansett Avenue between New England Telephone Pole Number 2 easterly to New England Telephone Pole Number 1.

Narragansett Avenue, no parking of any boat trailer on either side for its entire length, at any time

Southwest Avenue, no parking on either side from intersection with Hamilton Avenue southwesterly along Mackerel Cove Beach to land of W. Paul O'Neill, Jr. except on the west side from the intersection of West Street to the intersection with Narragansett Avenue.

Seaside Drive, no parking on either side from Hull Street north to Spindrift Street. No parking even numbered side. Overnight parking permit required 11:00 p.m. to 6:00 a.m. in accordance with [section 70-91](#).

Seaside Drive, no parking on either side from Hull Street north to Spindrift Street. No parking even numbered side, south of Hull Street. Overnight parking permit required 11:00 p.m. to 6:00 a.m. in accordance with [section 70-91](#).

Valley Street, no parking on the south side of Valley Street from North Main Road to Douglas Street.

Valley Street, no parking for more than two-hours on south side from North Road to Douglas Street.

Walcott Avenue, no parking on ~~west~~ east side from Brook Street to High Street.

~~*Weeden Lane*, no parking on either side of its intersection with East Shore Road westerly a distance of 800 feet.~~

West Ferry, a 15-minute loading zone shall be designated by signage at the west most portion of the wharf. Restricted parking for Harbor Master only as designated. No parking of any boat trailer, at any time.



Town of Jamestown

One Day

Event/Entertainment Application

\$5.00 Application Fee

Date Rec'd _____
Office will enter date

All licenses are issued subject to the resolution of debts, taxes and appropriate signatures
(This form can be used with or without vendors)

Please complete the following information:

- Seasonal Event
- Parade
- Race:
 - Bicycle/Wheelchair
 - Run/Jog/Walk/Wheelchair
- Marine Vessel
- Art/Craft Show
- Theatre/Film Production
- Concert
- Miscellaneous Function (please explain)

One individual, Ben Tuff, will be swimming around Conanicut Island with people cheering him on as he starts and finishes.

RECEIVED
TOWN OF JAMESTOWN, R.I.
19 APR 12 PM 3:08

Name of Event: (if applicable) Swim Jamestown

Date of Event: August 5, 2019 Hours of Event: 5 AM - 3 PM

Location of Event Entering water and exiting water at Sheffield Cove Number of people attending: 300

Name of Applicant/ Business: Clean Ocean Access

Mailing Address: 23 Johnny Cake Hill Business Phone #: 401-236-2561

Contact Person: Garrett Russ Phone Number: 401-236-2561

List the type of entertainment being requested, if applicable (Band, DJ, etc.) N/A

Who will the event benefit? All proceeds will benefit Clean Ocean Access

Type of Operation: (Private, State Sponsored, Non-Profit): Non-Profit

R.I. Show Promoter's Permit Number, per RIGL § 44-19-1, (if applicable): _____

If the applicant is a Non-Profit organization, is it registered with the State? Yes

RI Tax ID #: 12003 Non-Profit ID #: 46-4894628

Number of Vendors/Peddlers: (circle one) N/A 1-10 11-20 21-30 31-40 41-50
(**\$5.00 each Vendor/Peddler in addition to Application Fee**)

A list of vendor/peddler and fee must be submitted to the Town Clerk's Office with this license. Vendor/Peddler list must include name, address, phone number, date of birth, type of merchandise to be sold and exact location of sales.

What types of items will be sold at this event? N/A

Will food be sold at the location? *If yes, you must contact the R.I. Department of Health* Yes No

Will alcohol be provided and/or served at this event? *If yes, Alcohol Liability Insurance must be provided* Yes No

Will traffic control or a public facility be needed? Yes No
If yes, Please contact the Jamestown Police Department, Public Works Department and/or the Recreation Department for rates and forms for approval

Note: All applicants must submit a liability insurance policy with coverage in the amount of \$1,000,000 (one million dollars) when using Town owned property. Certificate of insurance: Yes No

If there is additional information for the Town Council that you would like to add please attach separate correspondence.

Signature of Applicant: Garrett Russ

Please attend the Town Council meeting on the _____ day of _____ 20____ for Council review.

Department	Date	Comments
Town Administrator: <i>[Signature]</i>	4/16/19	
Chief of Police: <i>[Signature]</i>	4/15/19	USCG Approval Req'd
Fire Chief: <i>[Signature]</i>	4-15-19	
Zoning Official: <i>[Signature]</i>	4-22-19	
Director of Parks & Rec: <i>[Signature]</i> <i>[Signature]</i>	4/16/19	
Director of Public Works: <i>[Signature]</i>	4-16-19	
Water & Sewer Clerk: <i>[Signature]</i>	4/12/19	
Tax Collector: <i>[Signature]</i>	4/12/19	



This application has been **GRANTED/DENIED** by the Jamestown Town Council at a meeting held on the _____ day of _____, 20_____ for the event scheduled for: (date) _____ (time) _____ with a location of _____.

Issued: _____

Cheryl A. Fernstrom, CMC, Town Clerk



TOWN OF JAMESTOWN

One Day Event/Entertainment Application

\$5.00 Application Fee

Date Rec'd _____
Office will enter date

All licenses are issued subject to the resolution of debts, taxes and appropriate signatures
(This form can be used with or without vendors)

Please complete the following information:

- Seasonal Event
- Parade
- Race:
 - Bicycle/Wheelchair
 - Run/Jog/Walk/Wheelchair
 - Marine Vessel
- Art/Craft Show
- Theatre/Film Production
- Concert
- Miscellaneous Function (please explain)
Launching + Hauling of small sailboats at Dutch Harbor Pier

19 APR 22 PM 1:40
TOWN OF JAMESTOWN

Name of Event: (if applicable) Boat launching for Bullseye National Regatta

Date of Event: Sept 6th 1-3pm Hours of Event: Sept 8th 3-5pm

Location of Event: Dutch Harbor bulk head Number of people attending: 8-12 boats

Name of Applicant/ Business: Blue Wheeler (Scudderstown yacht club)

Mailing Address: 160 Willett Rd Scudderstown RI 02874 Business Phone #: _____

Contact Person: Blue Wheeler Phone Number: cell (401) 829-8542

List the type of entertainment being requested, if applicable (Band, DJ, etc.) Crane (Conanicut Marine)

Who will the event benefit? Bullseye Association - Regatta hosted at SYC

Type of Operation: (Private, State Sponsored, Non-Profit): Private Club - event is open to Public

R.I. Show Promoter's Permit Number, per RIGL § 44-19-1, (if applicable): _____

If the applicant is a Non-Profit organization, is it registered with the State? Yes No

RI Tax ID #: _____ Non-Profit ID #: _____

Number of Vendors/Peddlers: (circle one) N/A 1-10 11-20 21-30 31-40 41-50
(\$5.00 each Vendor/Peddler in addition to Application Fee) no vendors

A list of vendor/peddler and fee must be submitted to the Town Clerk's Office with this license.

What types of items will be sold at this event? none

Will food be sold at the location? If yes, you must contact the R.I. Department of Health Yes No

Will alcohol be provided and/or served at this event? If yes, Alcohol Liability Insurance must be provided Yes No

Will traffic control or a public facility be needed? Yes No
If yes, Please contact the Jamestown Police Department, Public Works Department and/or the Recreation Department for rates and forms for approval.

Note: All applicants must submit a liability insurance policy with coverage in the amount of \$1,000,000 (one million dollars) when using Town owned property. Certificate of insurance: Yes No

If there is additional information for the Town Council that you would like to add please attach separate correspondence.




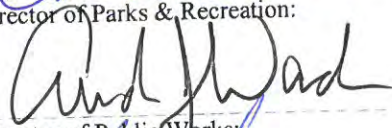



Signature of Applicant: Richard Wheeler

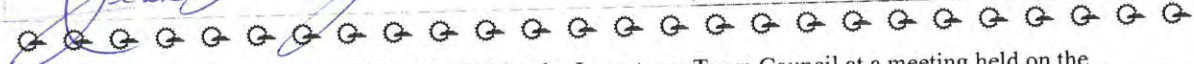
Please attend the Town Council meeting on the _____ day of _____, 20____ for Council review.

For Office Use Only

License Fee: \$ _____ Ins. Policy: _____ Ft. Getty Rental Permit: _____

For Approval: Please sign, date & provide approximate cost to Town.

Department	Date	Approximate Cost or Comments
Town Administrator:		
Chief of Police:		
Fire Chief: 	4.25.19	
Fire Marshal: 	4.25.19	
Zoning Official: 	4-22-19	
Director of Parks & Recreation: 	4/22/19	
Director of Public Works: 	4-22-19	
Water & Sewer Clerk: 	4/25/19	
Tax Collector: 	4/25/19	



This application has been **GRANTED/DENIED** by the Jamestown Town Council at a meeting held on the _____ day of _____, 20_____ for the event scheduled for: (date) _____ (time) _____ with a location of _____

Issued: _____ Cheryl A. Fernstrom, CMC, Town Clerk

Please keep this license on hand for the day of the event.



TOWN OF JAMESTOWN

93 NARRAGANSETT AVENUE

P.O. Box 377

JAMESTOWN, RHODE ISLAND 02835

TO: HONORABLE TOWN COUNCIL
FROM: ANDREW E. NOTA, TOWN ADMINISTRATOR
SUBJECT: MAY 6, 2019 - PROJECT AND BUSINESS UPDATE
DATE: May 2, 2019

The following business items are provided as part of the May 6, 2019 – Interim Administrators Report. These items reflect ongoing projects and initiatives that are under review and in various stages of development with the Town staff and some that may require further Town Council direction.

A) Proposed Cell Tower Engineering and Site Assessment :

The Town staff is moving forward with its assessment of multiple town sites for consideration in the broader conversation of a North end cell tower and site development. The Town received a viable consultant application from Dewberry Engineers, Inc. From Boston, MA. This company is prepared to provide the following:

- 1) Perform on-site assessment of two parcels
 - a. Review of possible fiber and power sources for each parcel;
 - b. Review of tower and compound placement and roadway access;
 - c. Basic design and constructability review;
 - d. Written summary of each assessment will be provided
- 2) Provide a basic site plan and elevation of the proposed facility for each parcel:
 - a. Drawings of each parcel in CAD – concept design documents will show a locus map form GIS with the general location of the tower and equipment compound overlaid on it and a larger scale generic compound plan and elevation.
- 3) Predictions will include any known nearby sites and off the island.
 - a. Model will include the Town distributed antenna system;
 - b. Plots per wireless operator;
 - c. Final report and coverage maps.

B) AT&T Equipment Relocation on Water Tower:

AT&T is prepared for an equipment upgrade and relocation on the Howland Avenue Water Tower. This proposal has been vetted by Town staff and the Building Official and the Administration is in the process of negotiating with AT&T to expand the financial aspects of the lease package.

C) **Draft - State of Rhode Island Debt Affordability Study:**

Included is Part Three of the Debt Affordability Study on Municipalities, regional authorities, fire districts and other special district debt and long-term liabilities.

D) **Report of the 2019 Advisory Commission on Locally Administered Pension Plans:**

Included is a study offered by the General Treasurers office on the health and sustainability of Rhode Island's 35 locally administered pension plans.

E) **Rhode Island League of Cities and Towns Legislative Update:**

1) **Streetlights** - The League has been in contact with the RI Department of Transportation regarding municipalities paying for state streetlights. RIDOT will be sending a letter to all communities stating that it is prepared to assume control (costs of operations/maintenance and electricity) of any streetlight on a state road that a municipality has converted (or plans to convert) to LED. They will not assume control for any lights not yet converted or that is covered by a third-party maintenance contract; communities would have to wait until the expiration of the maintenance contract or amend their service agreement to remove state lights. This development will provide additional fiscal relief to communities that have converted or are planning to convert their lights. The RIDOT letter will have contact information if you have questions.

2) **Census Complete Count Committees** - At the April board meeting of the RILCT, representatives from the RI Complete Count Committee and U.S. Census Bureau discussed the importance of the 2020 Census and encouraged every community to create a local Complete Count Committee to engage community groups to assist with the Census effort. Below are several links to assist communities with their local CCC efforts.

- Census 2020 Complete Count Committee Information Page -- https://www.census.gov/programs-surveys/decennial-census/2020-census/complete_count.html
- Complete Count Committee Guide -- <https://www.census.gov/content/dam/Census/newsroom/press-kits/2018/ccc-guide-d-1280.pdf>
- RI Census 2020 Complete Count Committee Resource Page, including links to informational reports and job postings -- <http://www.planning.ri.gov/planning-areas/Census/census-2020.php>

3) **DEM Seminar on Brownfields** – The Department of Environmental Management has invited cities and towns to a briefing on brownfields, including liability issues, redevelopment resources and case studies.

- More information and registration at <https://www.eventbrite.com/e/brownfield-liability-seminar-registration-59889528191>

4) **Grant Opportunities** – Senator Reed's office recently shared several grant opportunities for cities and towns. Detailed information is included at the end of this message.

- EPA Community Grants
- HUD Section 202 Housing for the Elderly
- HUD Choice Neighborhoods
- Water Infrastructure Finance and Innovation Act (WIFIA) loans

EPA Community Grants Available to Protect Public Health and the Environment in New England

BOSTON – The US Environmental Protection Agency is making grants available for New England communities to support EPA’s “Back-to-Basics” agenda to reduce environmental risks, protect and improve human health and improve the quality of life.

EPA New England’s Healthy Communities Grant Program is accepting applications for projects that will benefit one or more New England communities. EPA plans to award about 10 cooperative agreements, for a total of approximately \$250,000 under this funding opportunity. The deadline to submit applications is May 28.

“EPA is very pleased to continue to make funding available for New England organizations to address local environmental health concerns in their communities,” **said EPA New England Acting Regional Administrator Deborah Szaro**. “These projects can make a real difference protecting human health and the environment, and they are a great example of cooperative federalism in action.”

The Healthy Communities Grant Program will identify and fund projects that can make positive differences by focusing on target “Back-to-Basics” investment areas. Eligible projects under this program must be located in or directly impact one or more of the three “target investment areas” (areas needing to create community resilience; environmental justice areas of potential concern; or sensitive populations), and identify how the proposed project will achieve measurable environmental or public health results in one or more of the four “target program areas” (clean, green, and healthy schools; community and water infrastructure resilience; healthy indoor environments; or healthy outdoor environments).

Full descriptions of the target investment and target program areas can be found in the 2019 Healthy Communities Grant Program Request for Applications.

Eligible applicants include:

- state and local governments,
- public nonprofit institutions or organizations,
- private nonprofit institutions or organizations,
- quasi-public nonprofit institutions or organizations,
- federally recognized Indian Tribal Governments,
- K-12 schools or school districts, and
- non-profit organizations, such as grassroots and community-based organizations.

Funding will be considered for a college or university to support a project with substantial community or tribal involvement.

More information:

- To help answer questions from prospective applicants, the Healthy Communities Grant Program will host four webinars before the applications are due. The **information sessions are being offered May 1, 7, 9 and 15**. These information sessions are optional, but RSVPs are required. A registration form can be found in the Request for Applications.

- 2019 New England Healthy Communities Grant Program Request for Applications: https://www3.epa.gov/region1/eco/uep/grants_2019hc.html

- Additional background on EPA's New England Healthy Community Grants:
<http://www.epa.gov/region1/eco/uep/hcgp.html>

HUD 202:

HUD recently made \$50 million available for capital advance funding and associated project rental subsidies for the development and operation of supportive rental housing under the Section 202 Housing for the Elderly program. Below are links to both the HUD website and grants.gov which discuss details re: applying for the available funding. The closing date for these applications is August 28, 2019.

https://www.hud.gov/program_offices/spm/gmomgmt/grantsinfo/fundingopps/fy2018section202

<https://www.grants.gov/web/grants/view-opportunity.html?oppId=314547>

HUD Choice Neighborhoods:

From: FSS <FSS@HUD.GOV>
Sent: Wednesday, April 10, 2019 12:51 PM
To: FSS-L@HUDLIST.HUD.GOV
Subject: Fw: FY2019 Choice Neighborhoods Planning Grants NOFA is posted!

We're excited to announce that HUD posted the FY19 Choice Neighborhoods Planning Grants NOFA to www.grants.gov on April 10, 2019.

With this publication, HUD is making available up to \$5,000,000 for Planning Grants, including Planning and Action Grants.

1. Planning Grants are two-year grants that assist communities with severely distressed public or HUD-assisted housing in developing a successful neighborhood transformation plan and building the support necessary for that plan to be successfully implemented.
2. Planning and Action Grants are three and a half year planning grants that pair planning with action. Experience shows that tangible actions taken early on help communities build momentum for further planning and the eventual transition from planning to implementation of that plan. These actions improve neighborhood confidence, which in turn sustains the community's energy, attracts more engagement and resources, and helps convince skeptical stakeholders that positive change is possible. Under these grants, the planning process activities would take place during the first 24 months of the grant period. The planning process will identify Action Activities that will be carried out during the latter portion of the grant period. Action Activities must build upon the planning for the target housing and neighborhood.

Applications are due on Monday, June 10, 2019. The NOFA and application package must be downloaded from the www.grants.gov site. Potential applicants may submit questions to ChoiceNeighborhoods@hud.gov.

Thanks,
The Choice Neighborhoods team

Water Infrastructure Finance and Innovation Act (WIFIA) loans

EPA announced the availability of funding to provide an estimated \$6 billion in Water Infrastructure Finance and Innovation Act (WIFIA) loans in 2019.

“Through WIFIA, we are addressing several of President Trump’s top priorities simultaneously: modernizing our nation’s aging infrastructure, improving public health protections, and creating jobs,” said EPA Administrator Andrew Wheeler. “This new round of WIFIA funding provides up to \$6 billion in credit assistance which, combined with other sources, could support \$12 billion in water infrastructure projects and create more than 180,000 jobs. For this round, we are prioritizing construction-ready projects in three areas: water reuse and recycling, reducing exposure to lead and addressing emerging contaminants, and updating aging infrastructure.”

The WIFIA program plays an important role in President Donald Trump’s efforts to rebuild America’s aging water infrastructure while improving local water quality, creating jobs and better protecting public health.

WIFIA loans are available to public and private borrowers for a wide range of drinking water, wastewater, drought mitigation, and alternative water supply projects. This year’s Notice of Funding Availability (NOFA) highlights the agency’s priority to finance projects that are ready for construction in three key areas: reducing exposure to lead and addressing emerging contaminants in drinking water systems; updating aging infrastructure; and implementing water reuse and recycling.

The WIFIA program received \$68 million in funding in the Consolidated Appropriations Act of 2019, which was signed into law by President Trump on February 15, 2019. This is a \$5 million increase in the program’s funding from 2018. Leveraging private capital and other funding sources, these projects could support \$12 billion in water infrastructure investment and create more than 180,000 jobs. EPA will accept letters of interest (LOI) from prospective borrowers for 90 days after publication in the Federal Register.

To date EPA has issued eight loans totaling over \$2 billion in WIFIA credit assistance to help finance over \$4 billion for water infrastructure projects and create over 6,000 jobs. EPA has invited an additional 42 projects in 17 states and D.C. to apply for a WIFIA loan. These 38 borrowers will receive WIFIA loans totaling approximately \$5.5 billion to help finance nearly \$11 billion in water infrastructure investments and create 172,000 jobs.

Background

Established by the Water Infrastructure Finance and Innovation Act of 2014, the WIFIA program is a federal loan and guarantee program at EPA that aims to accelerate investment in the nation’s water infrastructure by providing long-term, low-cost supplemental loans for regionally and nationally significant projects.

WIFIA credit assistance can be used for a wide range of projects, including:

- drinking water treatment and distribution projects;
- wastewater conveyance and treatment projects;
- enhanced energy efficiency projects at drinking water and wastewater facilities;
- desalination, aquifer recharge, alternative water supply, and water recycling projects; and
- drought prevention, reduction, or mitigation projects.

EPA will evaluate proposed projects described in the LOIs using WIFIA's statutory and regulatory criteria as described in the NOFA. Through this competitive process, EPA will select projects that it intends to fund and invite them to continue the application process.

For more information about WIFIA and this funding announcement, visit:
<https://www.epa.gov/wifia>.

Debt Affordability Study

**Part Three: Municipalities, regional authorities, fire districts and other
special district debt and long-term liabilities**

DRAFT

Part Three – Municipalities, Fire Districts, Special Districts and Local Authorities

The third part of the debt affordability study focuses on the debt of the municipalities, municipal fire districts, special districts and other local authorities of the State. While the primary focus of this section is debt issued by these local authorities, the PFMB recognizes that pensions and OPEB are additional long-term liabilities that should be taken into account in determining appropriate levels of debt for these authorities to hold. Therefore, similar to Part 1 of this study, this section recommends limits on indebtedness and also on total liabilities for most local authorities.¹

Overall the long-term liability profiles of the state's local authorities has improved on many fronts, though there are still areas for concern. When comparing the data in this year's study to the data from the prior study published two years ago, the following trends and findings emerge:

- The liability levels of most of Rhode Island's municipalities remain within acceptable levels. This study measures municipal liabilities according to 4 separate ratios, each with recommended limits. The liabilities of 32 of Rhode Island's 39 municipalities are below all 4 recommended limits.
- In FY 2017, the liabilities of seven communities still exceeded at least one of the 4 recommended affordability limits, with four communities significantly exceeding multiple recommended limits (Central Falls, Johnston, Providence & Woonsocket).
- For most municipalities, unfunded pension liabilities are the largest and most costly liability, though OPEB liabilities are also significant for several municipalities.
- Overall municipal debt² increased by a modest \$18 million, from \$3.075 billion to \$3.093 billion between FY15 and FY17-18³. Total municipal debt service increased by approximately 7% between FY15 and FY17.
- Some of the state's most highly indebted municipalities have seen their debt burdens become more affordable since the prior study two years ago.
 - For example, Woonsocket's Overall Net Debt has fallen from 10% of Assessed Property Value in FY 2015, to 7.3% of Assessed Property Value in FY 2017. Similarly, Providence's Net Debt to Assessed Value has fallen from 4.4% to 3.7%. Improvements in these communities were due to both decreasing net debt levels and increasing assessed property values.
- Net pension liability increased by \$712.6 million, or 19.3% between FY15 and FY17-18. This increase was driven by large increases in Providence (\$161.2 million, or a 14.8% increase), East Providence (\$149.2 million, a 292.6% increase), and Warwick (\$69.4 million, or a 17.9% increase). It is worth noting however, that at least some of this increase was the result of communities adopting more realistic actuarial assumptions in calculating their pension liabilities, as opposed to negative plan experience.
- Most municipalities are meeting their full annual pension required payments; however, a few (East Providence, Jamestown, Johnston, North Providence and Smithfield) fell shy of annual required payments in their most recently reported fiscal years.

¹ This study does not include pensions or OPEB for fire districts, special districts and local authorities.

² Overall municipal debt is the sum of general obligation debt, loans payable, capital leases, enterprise debt and the debt of overlapping agencies.

³ Due to lack of FY18 data availability, FY17 data was used for a handful of communities.

- 15 of Rhode Island's 39 municipalities made their full OPEB required contributions in their most recently reported fiscal years. Of the \$192.4 million in annual required municipal OPEB contributions across all communities, \$120.5 million, or 62.6% of payments were made in FY17-FY18.

Rhode Island Municipalities

Rhode Island has 39 municipalities. The table below summarizes the current general obligation ratings of the municipalities as of Spring 2019

Obligor Name	Moody's	S&P	Fitch	Obligor Name	Moody's	S&P	Fitch
Barrington	Aa1	AAA	NR	New Shoreham	NR	AA	NR
Bristol	Aa2	AA+	NR	Newport	NR	AA+	NR
Burrillville	Aa2	NR	NR	North Kingstown	Aa2	AA+	NR
Central Falls	Ba2	BBB	NR	North Providence	A2	AA-	NR
Charlestown	Aa2	NR	NR	North Smithfield	Aa2	NR	NR
Coventry	A1	AA	NR	Pawtucket	A3	A	A+
Cranston	A1	AA-	AA+	Portsmouth	Aa2	AAA	NR
Cumberland	Aa3	AA+	NR	Providence	Baa1	BBB	A-
East Greenwich	Aa1	AA+	NR	Richmond	Aa3	NR	NR
East Providence	A2	AA	NR	Scituate	NR	AA	NR
Exeter	NR	NR	NR	Smithfield	Aa2	AA	NR
Foster	NR	NR	NR	South Kingstown	Aa1	NR	NR
Glocester	NR	AA+	NR	Tiverton	A1	AA	NR
Hopkinton	Aa3	NR	NR	Warren	Aa3	NR	NR
Jamestown	Aa1	NR	NR	Warwick	A1	AA-	NR
Johnston	A3	AA-	NR	West Greenwich	NR	AA+	NR
Lincoln	Aa2	NR	AAA	West Warwick	Baa2	NR	NR
Little Compton	NR	AAA	NR	Westerly	Aa3	AA	NR
Middletown	Aa1	NR	NR	Woonsocket	Baa3	NR	A
Narragansett	Aa2	AA+	NR				

The chart below provides a summary of the outstanding debt, net pension liability and net OPEB liability for each municipality in the most recent fiscal years for which the municipalities have published financial statements. At the time of this report's publication, most municipalities had published data for FY 2018, and the rest had published data as of FY 2017. This report includes the most recently reported data for each community.

Municipality	Governmental Activities - Tax-Supported				Business Activities		Gross Direct Debt	Overlapping Debt	Overall Debt
	General Obligation Bonds	Loans Payable	Capital Leases	Net Direct Debt	Enterprise Debt	Debt Service			
Barrington (FY18)	8,230,000	68,444,636	926,028	77,600,664	8,226,170	1,015,149	85,826,834	0	85,826,834
Bristol (FY18)	28,469,528	0	535,957	29,005,485	28,529,889	2,783,502	57,535,374	8,134,540	65,669,914
Burrillville (FY18)	10,157,229	0	0	10,157,229	7,585,000	641,727	17,742,229	4,216,788	21,959,017
Central Falls (FY17)	5,895,000	5,215,000	0	11,110,000	24,133,049	1,998,560	35,243,049	0	35,243,049
Charlestown (FY18)	4,845,000	0	351,602	5,196,602	0	0	5,196,602	11,858,681	17,055,283
Coventry (FY 18)	41,550,000	1,015,576	0	42,565,576	18,202,509	1,888,241	60,768,085	1,089,457	61,857,542
Cranston (FY18)	70,526,000	10,840,000	2,780,000	84,146,000	20,491,733	1,697,263	104,637,733	0	104,637,733
Cumberland (FY18)	28,805,000	19,093,523	5,750,232	53,648,755	45,346,361	3,412,414	98,995,116	10,452,046	109,447,162
East Greenwich (FY17)	43,400,001	1,846,500	16,943	45,263,444	23,858,946	3,046,892	69,122,390	0	69,122,390
East Providence (FY17)	44,014,349	0	1,361,274	45,375,623	93,140,377	8,029,256	138,516,000	0	138,516,000
Exeter (FY 18)	451,391	0	114,258	565,649	0	0	565,649	1,847,774	2,413,423
Foster (FY17)	0	0	25,560	25,560	0	0	25,560	11,210,471	11,236,031
Glocester (FY18)	1,620,000	320,920	0	1,940,920	0	0	1,940,920	21,129,018	23,069,938
Hopkinton (FY18)	2,529,000	na	152,339	2,681,339	0	0	2,681,339	9,427,634	12,108,973
Jamestown (FY18)	8,350,000	0	457,187	8,807,187	6,680,000	945,686	15,487,187	0	15,487,187
Johnston (FY18)	28,730,275	19,365	0	28,749,640	32,988,147	2,809,380	61,737,787	0	61,737,787
Lincoln (FY18)	22,595,000	0	123,105	22,718,105	38,199,186	3,219,481	60,917,291	1,746,182	62,663,473
Little Compton (FY18)	9,780,000	0	290,905	10,070,905	0	0	10,070,905	0	10,070,905
Middletown (FY18)	33,550,000	300,000	415,646	34,265,646	6,465,289	1,386,995	40,730,935	0	40,730,935
Narragansett (FY18)	22,284,000	1,152,837	362,737	23,799,574	1,991,112	603,209	25,790,686	0	25,790,686
New Shoreham (FY18)	15,190,305	0	136,128	15,326,433	4,233,959	245,040	19,560,392	0	19,560,392
Newport (FY18)	36,211,000	0	353,018	36,564,018	134,798,226	13,364,124	171,362,244	0	171,362,244
North Kingstown (FY17)	32,696,890	0	0	32,696,890	17,702,303	1,178,515	50,399,193	0	50,399,193
North Providence (FY17&FY18)	10,429,000	0	0	10,429,000	47,001,986	3,892,433	57,430,986	0	57,430,986
North Smithfield (FY18)	28,174,416	0	63,906	28,238,322	3,861,537	475,216	32,099,859	0	32,099,859
Pawtucket (FY18)	87,225,293	na	7,667,932	94,893,225	194,957,832	17,142,950	289,851,057	0	289,851,057
Portsmouth (FY18)	23,744,440	0	1,177,420	24,921,860	693,044	228,509	25,614,904	2,313,000	27,927,904
Providence (FY18)	105,478,000	5,102,000	319,379,000	429,959,000	391,387,829	31,891,052	821,346,829	0	821,346,829
Richmond (FY17)	2,890,000	0	8,000	2,898,000	2,030,462	91,431	4,928,462	9,289,018	14,217,480
Scituate (FY18)	3,621,000	2,711,000	50,500	6,382,500	0	0	6,382,500	0	6,382,500
Smithfield (FY18)	22,028,273	0	0	22,028,273	7,088,438	634,978	29,116,711	0	29,116,711
South Kingstown (FY18)	12,495,000	0	0	12,495,000	1,200,000	210,937	13,695,000	1,241,804	14,936,804
Tiverton (FY18)	41,030,000	0	1,043,839	42,073,839	0	0	42,073,839	5,737,176	47,811,015
Warren (FY17)	13,887,329	0	0	13,887,329	0	0	13,887,329	4,730,461	18,617,790
Warwick (FY17)	46,554,440	0	5,905,962	52,460,402	99,010,214	15,042,309	151,470,616	14,000	151,484,616
West Greenwich (FY18)	4,675,000	46,593	0	4,721,593	0	0	4,721,593	2,031,660	6,753,253
West Warwick (FY18)	43,037,000	0	1,627,000	44,664,000	21,503,000	2,880,725	66,167,000	0	66,167,000
Westerly (FY18)	43,840,000	23,456,000	2,121,462	69,417,462	6,556,691	448,146	75,974,153	2,061,119	78,035,272
Woonsocket (FY18)	139,963,462	0	255,198	140,218,660	65,470,070	6,520,695	205,688,730	0	205,688,730

State Housing Aid for North Providence reflects reimbursements for FY2018 bond issue and data for North Providence reflects FY2017. Used 2017 DAS State Housing Aid information.

Net Direct Debt: All debt of an issuer less self-supporting enterprise debt. Enterprise Debt: Debt for essential service utilities that is self-supporting from user fees. Overlapping Debt: Issuer's proportionate share of the debt of other local governmental units that either overlap or underlie it. Overall Debt: Net debt + Enterprise Debt + Overlapping Debt.

Municipality	Net Pension Liability	Net OPEB Liability	Total Liabilities: Overall Debt + Pension + OPEB
Barrington (FY18)	59,592,515	0	145,419,349
Bristol (FY18)	20,416,939	9,367,345	86,086,853
Burrillville (FY18)	31,364,063	0	53,323,080
Central Falls (FY17)	27,691,403	3,267,708	62,934,452
Charlestown (FY18)	5,383,936	1,863,558	22,439,219
Coventry (FY 18)	161,583,565	17,107,002	223,441,107
Cranston (FY18)	404,838,085	50,756,692	509,475,818
Cumberland (FY18)	82,518,148	20,986,634	191,965,310
East Greenwich (FY17)	46,489,295	39,218,245	115,611,685
East Providence (FY17)	200,150,063	26,911,297	338,666,063
Exeter (FY 18)	0	0	2,413,423
Foster (FY17)	5,000,506	240,035	16,236,537
Glocester (FY18)	10,781,359	1,757,261	33,851,297
Hopkinton (FY18)	3,671,074	0	15,780,047
Jamestown (FY18)	10,217,212	9,568,941	25,704,399
Johnston (FY18)	168,915,938	199,723,677	230,653,725
Lincoln (FY18)	61,101,947	13,343,281	123,765,420
Little Compton (FY18)	6,013,927	2,414,372	16,084,832
Middletown (FY18)	37,358,873	18,496,899	78,089,808
Narragansett (FY18)	72,130,905	35,040,392	97,921,591
New Shoreham (FY18)	5,750,355	599,456	25,310,747
Newport (FY18)	136,431,195	71,855,080	307,793,439
North Kingstown (FY17)	89,328,576	13,900,756	139,727,769
North Providence (FY17&FY18)	65,135,343	60,535,547	122,566,329
North Smithfield (FY18)	24,541,420	8,875,324	56,641,279
Pawtucket (FY18)	284,693,912	348,618,912	574,544,969
Portsmouth (FY18)	72,639,920	21,878,757	100,567,824
Providence (FY18)	1,250,276,000	1,007,294,000	2,071,622,829
Richmond (FY17)	729,680	0	14,947,160
Scituate (FY18)	34,061,717	7,424,899	40,444,217
Smithfield (FY18)	63,906,072	41,138,385	93,022,783
South Kingstown (FY18)	69,572,335	6,572,335	84,509,139
Tiverton (FY18)	32,637,591	27,611,276	80,448,606
Warren (FY17)	6,990,615	4,104,306	25,608,405
Warwick (FY17)	456,769,388	125,493,413	608,254,004
West Greenwich (FY18)	3,095,324	0	9,848,577
West Warwick (FY18)	166,779,219	63,026,019	232,946,219
Westerly (FY18)	59,845,170	27,948,460	137,880,442
Woonsocket (FY18)	159,372,077	145,101,262	365,060,807

FY17 OPEB data was used for Bristol, Burrillville, Coventry, Charlestown, Central Falls, Cranston and Jamestown

Fire Districts

Based on FY2017 information from the Division of Municipal Finance, there are 41 fire districts in Rhode Island as summarized in the table below with the corresponding town or towns that each serves.

Fire District	Town	Fire District	Town
Oakland-Mapleville	Burillville	Quinnville	Lincoln
Pascoag	Burillville	Saylesville	Lincoln
Harrisville	Burrillville	Bonnet Shores	Narragansett
Nasonville	Burrillville	Pojac Point	North Kingstown
Charlestown	Charlestown	Portsmouth Water and Fire	Portsmouth
Quonochontaug Central	Charlestown	Richmond Carolina	Richmond
Shady Harbor	Charlestown	Indian Lake	South Kingstown
Central Coventry	Coventry	Kingston	South Kingstown
Coventry	Coventry	Union	South Kingstown
Hopkins Hill	Coventry	North Tiverton	Tiverton
Western Coventry	Coventry	Stone Bridge	Tiverton
Cumberland	Cumberland	Buttonwoods	Warwick
Exeter	Exeter	Bradford	Westerly
Chepachet	Glocester	Misquamicut	Westerly
Harmony	Glocester	Shelter Harbor	Westerly
West Glocester	Glocester	Watch Hill	Westerly
Ashaway	Hopkinton	Weekapaug	Westerly
Hope Valley-Wyoming	Hopkinton-Richmond	Westerly	Westerly
Albion	Lincoln	Dunn's Corners	Westerly-Charlestown
Lime Rock	Lincoln		
Lonsdale	Lincoln		
Manville	Lincoln		

All fire districts have the authority to borrow money, and most fire district charters include a debt limit, which varies from district to district. Exhibit B summarizes the debt outstanding for 2017, as compiled by the Division of Municipal Finance (the "Division") from the data self-reported by the fire districts in the Division's FY17 Fire District Adopted Budget Survey (based on self-reported data).

Fire districts in Rhode Island have the authority to tax real property, automobiles and tangible property located within the district. The taxes assessed and collected are an additional tax to the district population, separate from annual property taxes billed by the municipality. The tax revenues generated within the districts are used for operation, capital needs and debt service (if debt has been issued) of the individual fire district. For most of the districts, property tax revenue is the primary source of revenue. However, other fees from other services such as rescue, fire hydrant rentals, inspections, fire prevention/plan review, hazardous material and hall rentals provide additional revenues to the districts.

Other Special Districts and Local Authorities

There are 17 special districts and local authorities in Rhode Island that have been rated by the three national rating agencies, as summarized with the ratings in the following table (however, some of these entities are no longer rated). Exhibit C provides a summary of the debt outstanding and debt service for FY2018 (if available).

Special Districts/Local Authorities	Moody's	S&P	Fitch
Bristol-Warren Regional School District	NR	NR	NR
Bristol County Water Authority ¹	NR	NR	NR
Burrillville Housing Authority	NR	NR	NR
Chariho Regional School District ²	Aa3	NR	NR
Coventry Housing Authority	NR	AA-	NR
Cumberland Housing Authority	NR	AA-	NR
Exeter-West Greenwich Regional School District	NR	NR	NR
Foster-Glocester Regional School District	Aa3	NR	NR
Kent County Water Authority ³	Aa2	AA-	NR
North Providence Housing Authority	NR	AA-	NR
Pascoag Utility District ⁴	NR	A-	NR
Pawtucket Housing Authority	NR	A+	NR
Providence Housing Development Corp.	NR	NR	NR
Providence Public Building Authority	NR	BBB-	NR
Providence Redevelopment Agency	NR	BBB-	NR
Providence Water Supply Board	NR	AA-	NR
Woonsocket Housing Authority	NR	AA-	NR

1. Previously rated by Moody's and Standard & Poor's. Ratings no longer outstanding.

2. Regional school district for the towns of Charlestown, Hopkinton and Richmond.

3. Provides water supply services in the communities of Coventry, Warwick, West Warwick, East Greenwich, West Greenwich, and in smaller sections of Cranston, Scituate and North Kingstown.

4. Provides electric services to Villages of Pascoag and Harrisville, both in the Town of Burrillville, and provides water services to Village of Pascoag.

Municipal Debt Classifications

In assessing the debt burden of a municipality, various types of debt should be considered, including Gross Direct Debt, Net Direct Debt, Overlapping Debt, Overall Debt and Overall Net Debt.

- *Gross Direct Debt.*
 - Definition: The sum of the total debt of the municipality and its agencies. This debt includes: (i) general obligation bonds; (ii) other obligations such as loan agreements secured by taxes; (iii) capital lease obligations that are secured by lease rental or contract payments subject to appropriation; (iv) special assessment obligations; and (v) any enterprise debt.
 - Examples: City of Providence General Obligation Debt, and Providence Water Supply debt.
- *Net Direct Debt.*
 - Definition: Gross direct debt minus all self-supporting debt. In effect, Net Direct Debt is debt paid for by general municipal funds, and does not include enterprise bonds (water, sewer, solid waste and electric revenue bonds) that are paid for by separate revenue streams like utility ratepayer charges.
 - Examples: City of Providence General Obligation Debt, but not Providence Water Supply Debt.
- *Overlapping Debt.*
 - Definition: The municipality's proportionate share of the debt of other local governmental units that overlap it (either wholly or partly). For measurement purposes in this Study, Overlapping Debt is apportioned across communities based upon some measure such as relative assessed values or student enrollment in the case of school districts.

- *Examples:* Albion Fire District, Narragansett Bay Commission, Kent County Water Authority.
- *Overall Debt.*
 - *Definition:* Gross direct debt plus the issuer's applicable share of the total debt of all overlapping jurisdictions.
 - *Examples:* Includes all examples listed for the above categories.
- *Overall Net Debt.*
 - *Definition:* Net direct debt plus the issuer's applicable share of the net direct debt of all overlapping jurisdictions. Excludes enterprise bonds (water, sewer, solid waste and electric revenue bonds), where enterprise fund revenues cover debt service by at least 1.0x for at least the last three fiscal years. In short, Overall Net Debt includes all debt paid for by taxes, whether it be municipal debt or debt of an overlapping agency, but does not include debt that is self-supporting through enterprise revenue.
 - *Examples:* Includes City of Providence General Obligation debt, Albion Fire District, but not Providence Water Supply or Narragansett Bay Commission.

Debt Affordability Measures

Statutory Debt Limitation for Municipalities

Under Rhode Island state law, municipalities are limited to a level of direct indebtedness at or below 3% of the full assessed value of the city or town. There are, however, avenues for municipalities to receive permission to take on levels of debt outside of the 3% cap, including through special legislation of the General Assembly, authorizing a voter referendum, or ministerial approval by the state Auditor General or Director of Revenue if the community satisfies certain requirements.

Rating Agency Debt Ratios for Local Governments

Rating agencies have developed criteria for rating debt of local governments. Below is a summary of the debt and liability measures used by Fitch, Moody's and Standard & Poor's, how they score these ratios and other considerations they take into account with respect to debt and other liabilities.

Fitch Ratings. Fitch uses the following metric to measure long-term liability burden for local governments:

$$\frac{\text{Overall Local Government Debt} + \text{Fitch's Adjusted Direct Unfunded Pension Liability}}{\text{Personal Income}}$$

The Fitch pension adjustment inflates the reported pension liability by 11% for every 1% by which the assumed investment return exceeds 7%. No adjustment is made if the pension's assumed return is already at or below 7.0%. To calculate a personal income for local governments, Fitch takes the U.S. Bureau of Economic Analysis (BEA) per capita personal income number that is available for counties but no other levels of local government and uses that county-level data to develop a proxy for lower levels of government.

The following table summarizes how Fitch scores the long-term liability burden:

Liability Burden	Low	Moderate	Elevated but Still in Moderate Range	High	Very High
Rating Assessment	AAA	AA	A	BBB	BB
Ratio Level	Liabilities Less than 10% of Personal Income	Liabilities Less than 20% of Personal Income	Liabilities Less than 40% of Personal Income	Liabilities Less than 60% of Personal Income	Liabilities 60% or More of Personal Income

Fitch is the only rating agency that includes an OPEB inclusive metric in its rating methodology. For local governments, Fitch’s “Carrying Cost” is calculated as follows:

$$\frac{\text{Governmental Debt Service} + \text{Pension ADC} + \text{OPEB Actual Payment}}{\text{Governmental Expenditures}}$$

The carrying cost metric isolates spending that is more fixed obligation. As for states, Fitch considers a carrying cost metric of:

- Less than 10% to be consistent with a ‘aaa’ assessment;
- Less than 20%, ‘aa’
- Less than 25%, ‘a’; and
- Less than 30%, ‘bbb’

Moody’s Investors Service. For Moody’s, debt and pensions comprise 20% of a municipality’s overall rating score. The table below summarizes the debt factors used by Moody’s.

Rating Factor / Weight	Aaa	Aa	A	Baa
Net Direct Debt/ Full Value (5%)	< 0.75%	0.75% - 1.75%	1.75% - 4%	4% - 10%
Net Direct Debt/ Operating Revenues (5%)	< 0.33x	0.33x – 0.67x	0.67x – 3x	3x – 5x
3-Year Avg of Moody’s Net Pension Liability/ Full Value (5%)	< 0.9%	0.9% - 2.1%	2.1% - 4.8%	4.8% - 12%
3-Year Avg of Moody’s Net Pension Liability/ Operating Revenues (5%)	< 0.4x	0.4x – 0.8x	0.8x – 3.6x	3.6x – 6x

To arrive at net direct debt, Moody’s measures the local government’s gross debt burden, including general obligation bonds, notes, loans, capital leases, any third-party debt backed by a local government’s general obligation guarantee, lease and other appropriation debt, special tax debt if these obligations represent future claims on operating resources. Debt for essential service utilities (such as water and sewer systems) that is self-supporting from user fees for the previous three years is subtracted out to arrive at net direct debt.

Moody’s also looks at other factors and sometimes makes adjustments (up or down) to its debt/liability scoring. These other factors include:

- Very high or low debt service relative to budget
- Very high or low overall debt burden (including overlapping debt)
- Heavy capital needs implying future debt increases
- Rapidity of debt repayment within 10 years
- High OPEB liability

Standard & Poor’s. In assessing a municipality’s debt and contingent liability Standard & Poor’s looks at the combination of two measures:

- (i) Total governmental funds debt service as a percentage of total governmental funds expenditures, and
- (ii) Net direct debt as a percentage of total governmental funds revenue

The following table summarizes how the two measures are combined to determine a score for the debt and contingent liabilities.

Total Governmental Funds Debt Service as % of Total Governmental Funds Expenditures	Net Direct Debt As % of Total Governmental Funds Revenue				
	< 30%	30% to 60%	60% to 120%	120% to 180%	≥ 180%
< 8%	1	2	3	4	5
8% to 15%	2	3	4	4	5
15% to 25%	3	4	5	5	5
25% to 35%	4	4	5	5	5
≥ 35%	4	5	5	5	5

1 = very strong, 2 = strong, 3 = adequate, 4 = weak, 5 = very weak

In addition, Standard & Poor's looks at the following qualitative factors with a positive impact on the initial score (each can increase initial debt score by 1 point):

- Overall net debt as a percentage of market value below 3%
- Overall rapid annual debt amortization with more than 65% coming due in 10 years

While the following factors would have a negative impact (each can decrease initial debt score by 1 point (or up to 2 for pension and OPEB)):

- Significant medium-term debt plans produce a higher initial score when included
- Exposure to interest rate risk or instrument provisions that could increase annual payment requirements by at least 20%
- Overall net debt as a percentage of market value exceeding 10%
- Unaddressed exposure to unfunded pension or OPEB obligations leading to accelerating payment obligations over the medium term that represent significant budget pressure

Speculative contingent liabilities or those likely to be funded on an ongoing basis by the government and representing more than 10% of total governmental revenues

PFMB Recommended Debt and Liability Affordability Limits

Considering the patchwork nature of municipal governance in Rhode Island, with dozens of overlapping districts and authorities issuing different types of debt, the PFMB ultimately determined that the most important factor in judging municipal debt affordability is the ability of each municipality's underlying population to afford the liabilities of the various governmental agencies that serve them. For the purposes of this study, affordability is measured by the assessed property value in a municipality, because property tax revenues are the primary source of income for most municipal governmental units.

The PFMB recognizes that despite applying a unified set of affordability targets to all overlapping local governmental entities in a municipality, these entities do not always act in a coordinated fashion when making financing decisions, and municipal governments often have limited ability to influence the actions of special districts in their communities. Nevertheless, the purpose of this report is to provide a greater level of transparency on public debt, and to recommend some guidelines for how much total public debt municipal residents can afford.

As with state-level debt, the PFMB believes that municipal debt must be looked at in the context of other long-term liabilities, particularly pension and OPEB liabilities.

Pension and OPEB liabilities are calculated through a series of assumptions, and thus can be difficult to estimate with precision. For the purposes of this study, municipal pension liabilities are derived from the financial statements of the municipalities, under rule 68 of the Governmental Accounting Standards Board (GASB) framework.

In setting these recommended targets, the PFMB relied heavily on Ratings Agency guidance, selecting ratios similar to those used by ratings agencies, and generally recommending a level equivalent to an A rating for each ratio.

Recommended Debt and Liability Limits

- ***Net Direct Debt to Full Assessed Property Values:*** Less than 3%
 - This ratio compares debt of the municipality, typically paid for through the municipal budget with taxpayer funds, to assessed property values. (This ratio does not include revenue bonds that are supported by ratepayers, such as water and sewer bonds).
 - **Rationale:** Moody's provides suggested levels of net direct debt to full value for each rating category. A ratio of 3% is in Moody's mid-point range for 'A' rated communities. S&P also uses 3% net direct debt as a percent of market value as a benchmark in its methodology. If a community's ratio is below 3%, S&P can improve the community's debt score by one point.

- ***Overall Net Debt to Full Assessed Property Value:*** Less than 4%
 - This ratio compares net direct debt plus the direct debt of any overlapping taxing authority to assessed property values.
 - **Rationale:** Consistent with the rationale for the 3% measure above; however instead of using Moody's mid-point range, the rationale was to reference the high-end of Moody's 'A' range, to account for the additional overlapping debt.

- ***Overall Debt + Net Pension Liability + OPEB Liability to Full Assessed Property Value:*** Less than 9.2%
 - This ratio compares total debt of the municipality and all overlapping jurisdictions, including revenue bonds, as well as total unfunded pension and OPEB liabilities, to assessed property value.
 - **Rationale:** The PFMB believes it is important to consider the total liability burdens of municipalities, including all debt, pension and OPEB, relative to the underlying population's ability to pay. Although each ratings agency considered OPEB and pension liabilities differently, the PFMB estimates that a limit of Overall Debt + Net Pension Liability + OPEB Liability to Full Value of 9.2% would approximate the ratings agencies expectations for an 'A' rated community.

- ***Governmental Debt Service + Pension ADC + OPEB Required Payment to Governmental Expenditures:*** Less than 22.5%
 - This ratio compares total governmental debt service, pension ADC (actuarial determined contribution) and OPEB required contribution of the municipality to governmental expenditures
 - **Rationale:** This ratio compares the annual cost of total liabilities to the total annual municipal budget. The formula is based off Fitch's "Carrying Cost" metric, the only OPEB inclusive rating agency methodology. The carrying cost metric isolates spending that is a more fixed obligation. As for states, Fitch considers a carrying cost metric of:
 - Less than 10% to be consistent with a 'aaa' assessment;
 - less than 20%, 'aa'
 - less than 25%, 'a' and
 - less than 30%, 'bbb'
 - PFMB recommends 22.5% consistent with the mid-point of an 'a' and "aa" rating.

The full value measurement is the gross assessed value less exemptions, which is consistent with the rating agency methodologies. Communities that choose to have large homestead exemptions might be artificially inflating their debt ratios with a lower taxable base. The PFMB considered using the gross assessed value because communities could potentially end exemptions if needed, but since all three rating agencies use assessed value net of exemptions, the PFMB decided to be consistent with the rating agency approach. The PFMB also adjusted Fitch's Carrying Cost for the last ratio measure by including OPEB *required* payments in lieu of actual payments, to avoid providing an advantage to municipalities that fail to make their full required contributions. The following table compares the actual pension and OPEB contributions to the required contributions and includes the percent of actual contributions met for each municipality.

Under Rhode Island law the State provides aid to municipalities for the cost of school building construction or renovation. The most typical type of aid the State provides to municipalities is a reimbursement for a portion of the debt service of these projects, with the amount of reimbursement determined by a formula tied to the economic conditions of the municipality.

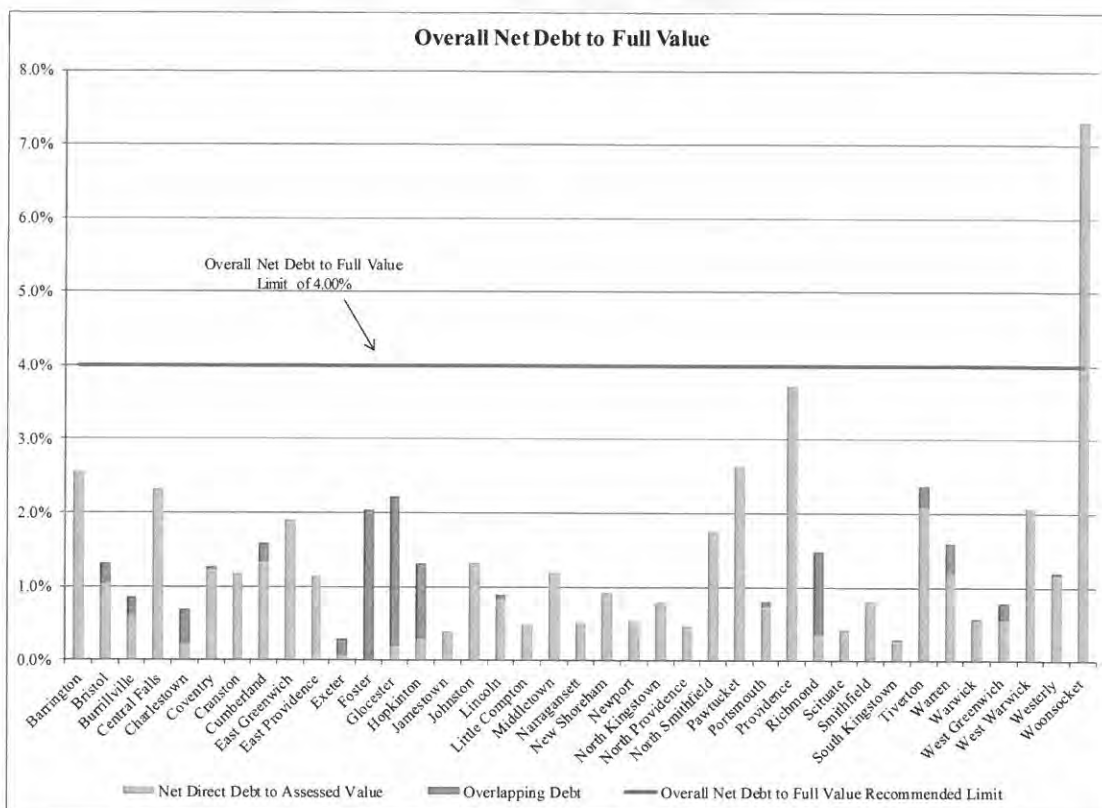
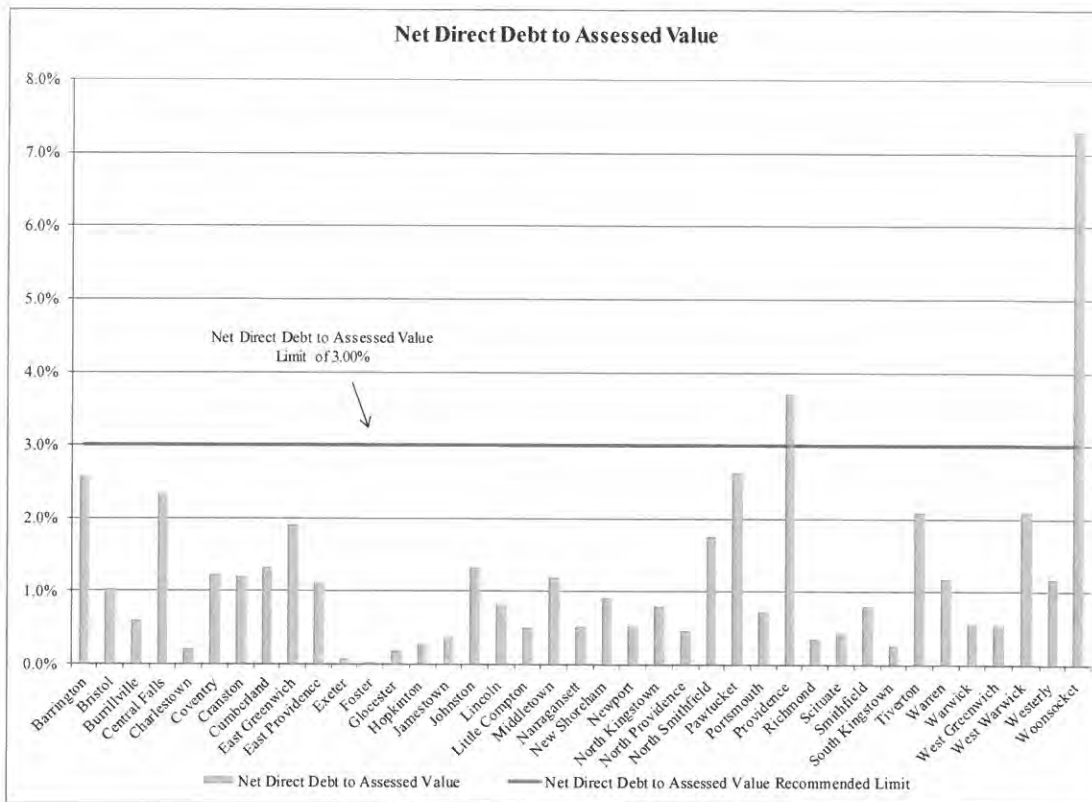
For the purpose of this study, all debt for school building projects is counted as debt of the municipality regardless of whether the municipality expects to receive state aid. Ratings agencies and other market participants tend to view this debt as municipal liability regardless of any expected state reimbursement, with the rationale being that if the state were to fail to make an appropriation for the full amount of expected housing aid, the responsibility for those debt service payments would rest with the municipality. Appendix C provides a summary of the reimbursements the State is expected to provide to each school district from FY2019 through FY2032.

The table below shows the current levels of these affordability ratios for each municipality with green shaded levels indicating the municipality is within the recommended limits, yellow shaded levels indicating current levels are approaching the respective limit (75% of target) and red shaded levels indicating the current levels exceeds the recommended limits.

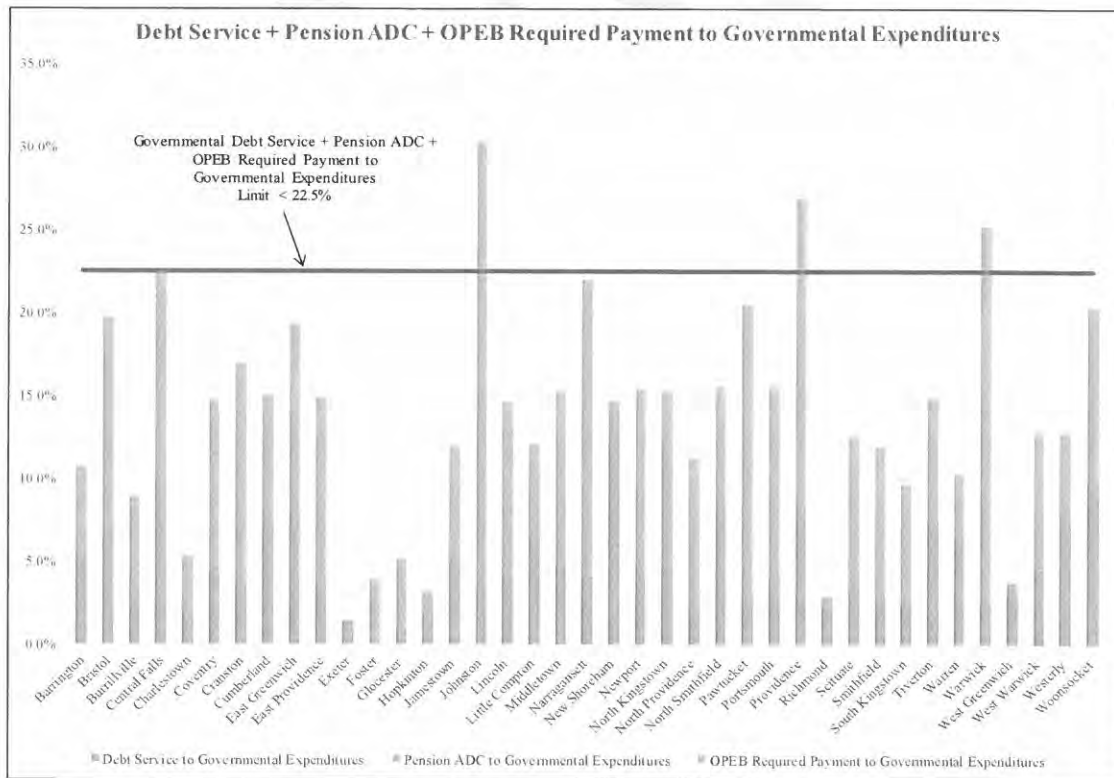
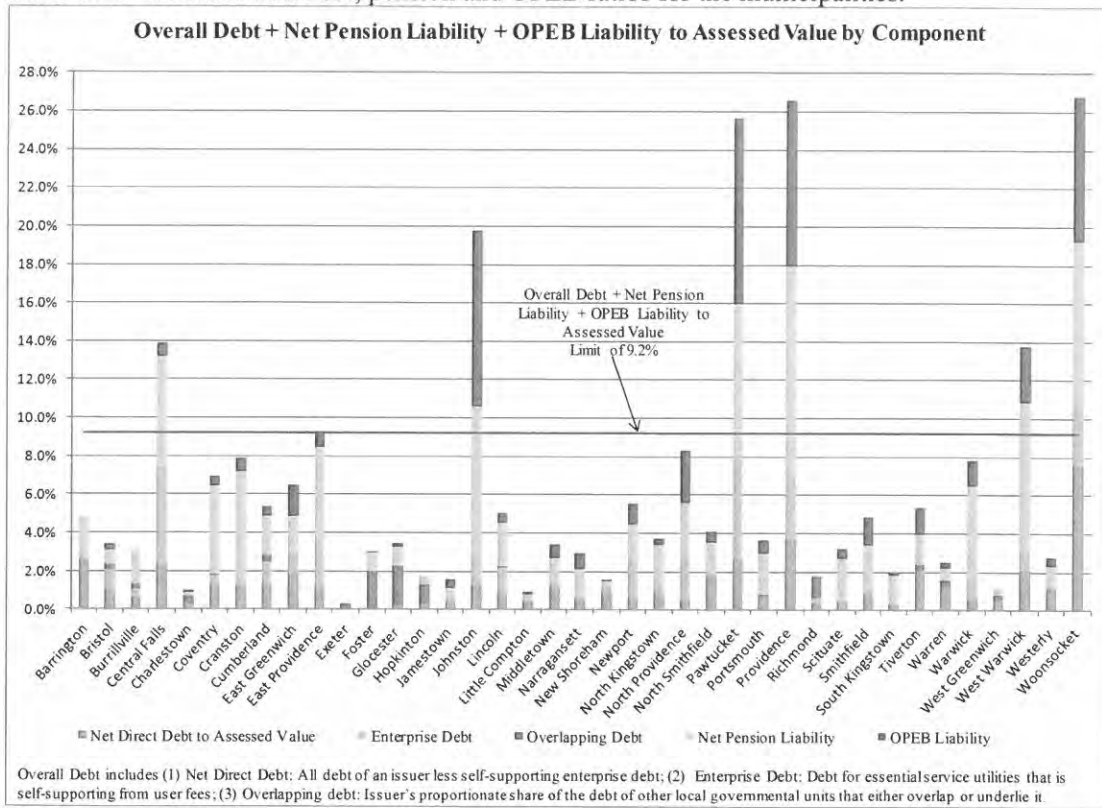
Municipality	Net Direct Debt to Assessed Value Target < 3.00%	Overall Net Debt to Assessed Value Target < 4.00%	Overall Debt + Net Pension Liability + OPEB Liability to Assessed Value Target < 9.2%	Governmental Debt Service + Pension ADC + OPEB Required Payment to Governmental Expenditures Target < 22.5%
Barrington	2.6%	2.6%	4.8%	10.8%
Bristol	1.0%	1.3%	3.4%	19.7%
Burrillville	0.6%	0.9%	3.2%	8.9%
Central Falls	2.3%	2.3%	13.9%	22.7%
Charlestown	0.2%	0.7%	1.0%	5.3%
Coventry	1.2%	1.3%	6.9%	14.7%
Cranston	1.2%	1.2%	7.9%	17.0%
Cumberland	1.3%	1.6%	5.3%	15.0%
East Greenwich	1.9%	1.9%	6.5%	19.4%
East Providence	1.1%	1.1%	9.1%	15.7%
Exeter	0.1%	0.3%	0.3%	1.3%
Foster	0.0%	2.0%	3.0%	3.9%
Glocester	0.2%	2.2%	3.4%	5.2%
Hopkinton	0.3%	1.3%	1.7%	3.2%
Jamestown	0.4%	0.4%	1.5%	11.9%
Johnston	1.3%	1.3%	19.8%	30.3%
Lincoln	0.8%	0.9%	5.0%	14.6%
Little Compton	0.5%	0.5%	0.9%	12.1%
Middletown	1.2%	1.2%	3.4%	15.2%
Narragansett	0.5%	0.5%	2.9%	22.0%
New Shoreham	0.9%	0.9%	1.5%	14.7%
Newport	0.5%	0.5%	5.5%	15.5%
North Kingstown	0.8%	0.8%	3.7%	15.2%
North Providence	0.5%	0.5%	8.3%	11.2%
North Smithfield	1.8%	1.8%	4.1%	15.6%
Pawtucket	2.6%	2.6%	25.6%	20.5%
Portsmouth	0.7%	0.8%	3.6%	15.6%
Providence	3.7%	3.7%	26.6%	26.4%
Richmond	0.4%	1.5%	1.8%	2.9%
Scituate	0.4%	0.4%	3.2%	12.6%
Smithfield	0.8%	0.8%	4.9%	11.9%
South Kingstown	0.3%	0.3%	2.0%	9.7%
Tiverton	2.1%	2.4%	5.4%	14.9%
Warren	1.2%	1.6%	2.5%	10.3%
Warwick	0.6%	0.6%	7.8%	25.3%
West Greenwich	0.6%	0.8%	1.2%	3.8%
West Warwick	2.1%	2.1%	13.8%	12.8%
Westerly	1.2%	1.2%	2.8%	12.8%
Woonsocket	7.3%	7.3%	26.6%	20.4%
	Meets recommended limit		Exceeds recommended limit	
	75% of limit reached			

(Note: above ratios include allocation of Narragansett Bay Commission debt to municipalities in its service area.) Net Direct Debt: All debt of an issuer less self-supporting enterprise debt. Enterprise Debt: Debt for essential service utilities that is self-supporting from user fees. Overlapping Debt: Issuer's proportionate share of the debt of other local governmental units that either overlap or underlie it. Overall Debt: Net debt + Enterprise Debt + Overlapping Debt. FY17 data used for Central Falls, East Greenwich, East Providence, Foster, North Kingstown, North Providence, Richmond, Warren and Warwick. FY17 OPEB data used for Bristol, Burrillville, Coventry, Charlestown, Central Falls, Cranston, and Jamestown.

The charts below show the debt-only ratios for the municipalities.



The charts below show the combined debt, pension and OPEB ratios for the municipalities.



The following table includes Pension and OPEB contributions by municipality, detailing both actual and required payments.

Obligor Name	Total Pension - Actual Payment	Total Pension - Required Payment	Percent of actual contributions met	OPEB- Contributions in relation to the actuarially determined contribution (Actual)	OPEB- Actuarially Determined Contribution (Required)	Percent of actual contributions met
Barrington	4,609,729	4,609,729	100.00%	1,355,265	495,897	273.30%
Bristol*	5,992,607	5,992,607	100.00%	1,332,305	1,162,474	114.61%
Burrillville*	2,807,149	2,807,149	100.00%	237,959	261,152	91.12%
Central Falls*	2,692,408	2,710,764	99.32%	293,377	284,360	103.17%
Charlestown*	505,426	505,426	100.00%	694,081	449,904	154.27%
Coventry *	10,468,088	10,468,088	100.00%	952,546	1,605,868	59.32%
Cranston*	36,953,541	36,953,541	100.00%	5,923,914	5,923,914	100.00%
Cumberland	7,527,303	7,476,662	100.68%	1,503,461	1,677,202	89.64%
East Greenwich	4,141,316	4,141,316	100.00%	1,194,912	4,095,673	29.17%
East Providence	15,802,743	16,765,218	94.26%	7,374,080	5,451,057	135.28%
Exeter	-	-	-	-	-	-
Foster	525,071	525,071	100.00%	67,394	36,594	184.17%
Glocester	1,029,674	1,029,674	100.00%	139,556	174,569	79.94%
Hopkinton	369,598	369,598	100.00%	-	-	-
Jamestown*	1,192,967	1,353,733	88.12%	957,184	546,930	175.01%
Johnston	14,058,192	19,528,596	71.99%	9,367,130	18,051,553	51.89%
Lincoln	7,954,837	7,952,837	100.03%	1,804,537	1,333,965	135.28%
Little Compton	692,468	692,468	100.00%	144,114	144,114	100.00%
Middletown	5,597,087	4,325,407	129.40%	3,550,098	2,415,706	146.96%
Narragansett	7,885,538	7,745,975	101.80%	3,863,274	3,874,650	99.71%
New Shoreham	425,129	425,129	100.00%	168,761	59,397	284.12%
Newport	5,768,174	5,768,174	100.00%	6,614,215	7,162,648	92.34%
North Kingstown	8,128,793	8,128,793	100.00%	1,263,315	2,915,354	43.33%
North Providence	5,878,379	6,176,259	95.18%	2,830,961	4,073,563	69.50%
North Smithfield	2,222,801	2,222,801	100.00%	839,988	1,053,212	79.75%
Pawtucket	25,528,179	25,528,179	100.00%	14,613,247	21,155,209	69.08%
Portsmouth	6,668,668	6,668,668	100.00%	1,069,210	1,629,782	65.60%
Providence	98,870,000	97,191,000	101.73%	26,854,000	56,757,000	47.31%
Richmond	191,052	191,052	100.00%	-	-	-
Scituate	2,797,978	2,763,573	101.24%	273,226	649,403	42.07%
Smithfield	3,534,379	2,906,494	121.60%	1,280,410	3,391,137	37.76%
South Kingstown	5,115,032	5,115,032	100.00%	2,704,160	1,829,061	147.84%
Tiverton	3,071,323	2,946,786	104.23%	679,087	1,594,417	42.59%
Warren	683,813	683,813	100.00%	212,194	341,832	62.08%
Warwick	42,983,193	42,095,022	102.11%	9,522,392	30,737,358	30.98%
West Greenwich	171,730	171,730	100.00%	-	-	-
West Warwick	3,525,678	3,525,678	100.00%	4,270,977	4,956,467	86.17%
Westerly	3,655,689	3,655,689	100.00%	1,912,794	1,501,065	127.43%
Woonsocket	12,201,805	12,201,805	100.00%	4,638,340	4,638,340	100.00%
*2017 OPEB data used						

ACKNOWLEDGEMENTS

The annual production of this report is a collaborative effort involving many dedicated individuals.

The Advisory Council on Locally Administrated Pension Plans is a volunteer committee tasked with overseeing the publication of this study. The council members, Auditor General Dennis Hoyle, Director of Revenue Mark Furcolo, Town Administrator Joseph Almond, and AFL-CIO Secretary-Treasurer Maureen Martin were vital to the success of this year's undertaking. Additionally, the expertise and tireless work of staff at the Division of Municipal Finance, the Auditor General's Office, and the Rhode Island League of Cities and Towns provided valuable historical context, analysis, and contributions to this report.

The assistance of Rhode Island's municipal finance directors and their actuaries was also critical to providing the data contained within this report.

Finally, I wish to thank the members of the Rhode Island Treasury team who support the work of the Council and were instrumental in the production of this report, particularly Deputy Treasurer Kelly Rogers, Legislative Director LeeAnn Byrne, Fiscal Management Analyst Lauren Martin and intern Alexander Johnson.

Transparency and accessibility of information related to public finance is of the utmost importance, and the hard work of the individuals and organizations listed above is greatly appreciated.



Seth Magaziner
Rhode Island General Treasurer

TABLE OF CONTENTS

OVERVIEW.....3

FINDINGS.....5

METHODOLOGY.....7

OPEN
PLANS.....8

 Central Falls.....9

 Coventry.....10

 Cumberland.....12

 East Providence.....13

 Jamestown.....14

 Lincoln.....15

 Little Compton.....16

 Narragansett.....17

 Newport.....18

 North Providence.....19

 Pawtucket.....21

 Providence.....22

 Tiverton.....23

 Warwick.....24

 Westerly.....28

 West Warwick.....29

CLOSED
PLANS.....30

 Bristol.....31

 Coventry.....32

 Cranston.....33

 Johnston.....34

 Middletown.....36

 Narragansett.....37

 Newport.....38

 Portsmouth.....39

 Scituate.....40

 Smithfield.....41

 Warwick.....43

 Woonsocket.....44

APPENDIX.....45

OVERVIEW

The health and sustainability of Rhode Island's 35 locally administered pension plans is vitally important to the first responders and other municipal public servants who rely on pensions for retirement security, the taxpayers who are responsible for funding pension shortfalls, and policy makers seeking the appropriate balance between maintaining strong public retirement systems and investing in other critical priorities.

In 2016 the General Assembly established a permanent advisory council for the state's locally administered pension plans. Statute requires this council to produce an annual report that summarizes key information on the status and trends of each plan.

In managing public pensions, municipalities should develop and follow strong funding plans that are based on realistic actuarial assumptions. Benefit levels should be fair and sustainable. Investment strategies should balance the need to achieve strong returns with protecting against risk. Above all, municipalities should be transparent about the condition of their pension plans and the way in which they are managed.

There is no one measure that fully portrays the health and sustainability of a pension system. The most common metric for pension health is funded status, the ratio between assets and projected liabilities, a useful benchmark that can also be misleading if viewed in isolation.

This is the second year the advisory council has produced a "report card" for each plan, outlining how the various plans perform across a variety of key metrics, in order to provide the public with a more holistic sense of the health of each locally administered pension plan. While each plan will always have its own unique characteristics, the council hopes that the report cards in this report can provide the public with an overall sense of the health and outlook for each of Rhode Island's municipal pension systems.

The metrics scored in this year's municipal pension report cards are listed below. Further information on scoring is found in the methodology section.

- *Funded Status Ratio*- A plan's funded status ratio is determined by calculating assets as a percentage of projected liabilities. Generally speaking, the promised benefits of a pension plan can be considered more secure the higher the funded status of the plan. A funded status of 100 percent means a plan has prefunded enough to cover all future payments it is currently obligated to make if actuarial assumptions are met.
- *Funded Status Ratio Trend*- In addition to viewing funded status ratios at a point in time, it is also helpful to consider how a plan's funded status has changed across time. Trends in funded status ratios help indicate whether the ratio of assets to liabilities is improving or declining, and therefore whether the ability of the plan to meet obligations has improved or worsened over time. This report rates the change in funded status ratios at the various municipal plans between FY 2012- FY 2017, and when available, FY2018.

In some cases, funded ratios may decline as a result of pension plans adopting more realistic and up to date actuarial assumptions, which is generally a positive action that leads to a stronger funding policy. The report cards note when adoption of new assumptions may have been a contributor to a decline in reported funded status.

- *Consistency of Meeting Annual Required Contributions-* Annual Required Contribution (ARC) is the amount an employer is required to contribute to a pension plan in a given year in order for the plan to become and remain fully funded within a prescribed period of time. Failure to meet the full ARC payment is one of the most common ways a pension plan can become underfunded. This report card measures the extent to which the employer has met its required contribution annually over the past four years.
- *Amortization Period for Current Unfunded Liability-* Since pension shortfalls are usually paid off gradually through a series of annual installments, this metric assesses the amount of time remaining until the unfunded liability is scheduled to be paid off. An amortization period that is too long increases the risk that poor performance, failure to meet annual ARC payments, or other external factors could prevent that plan from achieving full funding on time. Therefore, this report card provides scoring preference to those plans that have shorter remaining amortization periods.
- *Negative Amortization-* Negative amortization is a measure of how “back-loaded” the funding plan is for a pension system. A pension with zero negative amortization would be one where the employer is required to contribute an equal dollar amount every year to keep up with the cost of new benefits earned by members in that year and the cost of keeping pace with the schedule to close any unfunded liability. A pension with significant negative amortization is one where most of the required contribution by the employer occurs in the later years of the amortization period. Significant negative amortization could be a sign that the municipality is pushing off the cost of funding the pension system to the point where the cost in the out-years could be overwhelming.
- *Investment Return Assumption-* This is the annual investment return a plan sponsor expects to achieve in the future. Plans that have investment return assumptions that are too high have the potential to understate their liabilities and increase the odds that employer contributions will not be large enough to adequately fund plan benefits. The reasonableness of this assumption is one of the most important considerations in developing a strong funding plan.
- *Payroll Growth Assumption-* This is the average annual rate at which a plan sponsor assumes the payroll of its active membership will grow. Plans with payroll growth assumptions that are too high have the risk of potentially hiding the true costs of their liabilities, thus increasing the odds that employer contributions will not be large enough to adequately fund plan benefits.
- *Net Cash Flow-* Net cash flow is the difference between cash flowing into a pension fund (from employer and employee contributions) and cash flowing out (to benefits and expenses). Pensions with high negative cash flow are more dependent on investment returns to maintain their funding, and therefore are more susceptible to investment risk.
- *Active to Retiree Ratio-* This is the ratio of members that are still paying into the plan (actives) to those who are no longer paying into the plan but receiving benefits (retirees, disabled members and beneficiaries). A low ratio of actives to retirees means that fewer members are contributing to the plan and more are drawing from it, which can be a threat to long term plan sustainability.

FINDINGS

While the health of Rhode Island's locally administered pension plans varies by community, a few positive takeaways emerge:

- The funded statuses for 29 of the 35 plans have increased since FY 2012. This general improvement in the funding levels of locally administered plans can be attributed to several factors including a rising stock market and most municipal plans consistently making their full actuarial required contributions (ARCs) in recent years.
- The recent improvements in funding status have been especially noteworthy with the East Providence Police & Fire Plan, the Scituate Police Pension Plan, the Warwick Public School Employees Plan, the Smithfield Police Plan and the Middletown Town Plan.
- Most municipalities met or exceeded their full ARC payments over the most recently reported 4 years.
- 14 plans have assumed rates of return at or below 7.0%, indicating that these plans have a strong funding policy and are less likely to face future unexpected shortfalls.
- Bristol, Coventry Schools, Lincoln, North Providence, Providence and the Warwick Police II plans have lowered their assumed rates of return since FY2012, thus strengthening their funding plans and reducing risk of underfunding.

Despite these steps forward, significant challenges remain:

- The 35 local plans reviewed carry a combined unfunded liability of approximately \$2.5 billion, a slight increase from last year.
- Twenty-one of the plans are less than 60% funded, and therefore considered to be in critical status.
- The funded statuses for 5 plans have decreased since FY 2012, and for at least one of these plans, Woonsocket, there was not a significant change of actuarial assumptions that can be identified as a contributing factor.
- Some plans have investment return and payroll growth assumptions that may not be realistic. The 8% investment return assumption used by the Providence pension plan is the highest of any public pension plan in the state.
- Johnston and Smithfield have not consistently made the full actuarially required contributions to at least one of their pension plans over the past four years. Jamestown has also made less than a full ARC payment to its Police Plan, though the Jamestown Police plan remains close to 100% funded.
- In more than a few cases, the share of the municipal ARC payment to a community's total tax levy is as high as 10-20%, suggesting that local pension liabilities are, or have the

potential for, crowding out other important budget priorities. Pension ARCs are particularly high in relation to tax levies in Providence, Johnston and West Warwick.

- Some communities' financial data reporting is behind schedule. Warwick, Central Falls and East Providence have not yet published FY2018 audits, and it is unclear if they will meet the Auditor General's April 30, 2019 deadline.

While Rhode Island has made progress in improving the health and transparency around local pension plans, more work remains to make our locally administered pension plans sustainable. The Council and Treasury remain committed to working with municipalities to help them strengthen their locally administered pension systems.

METHODOLOGY

The data in this report is from three primary sources: municipal pension valuations; municipal audits; and municipal self-reports. To the extent possible, Treasury staff verified self-reported data with other audit or valuation data.

Report card scoring was produced on a scale of 0 to 5, with 5 being the highest possible score. Metrics were scored in ranges recommended by the state's actuary, with input from the council. The following tables provides insight on metric scoring:

Open Plan Scoring

Metric	Scoring (Range 0-5)
Funded status ratio	Greater or equal to 100%=5; 80-99.9%=4; 60-79.9%=3; 50-59.9%=2; 40-49.9%=1; below 40%=0
Funded status ratio percentage point change, FY12-FY17 (and when available, FY18)	5=percentage point improvement of 10 or more; 4=percentage point improvement 9 or less; 3=percentage point improvement 7 or less; 2=percentage point improvement 5 or less; 1=percentage point improvement 3 or less; 0=decrease
Consistency of meeting 99% or more of ARC Contributions over the past 4 years	Met payments for all 4 years and exceeded requirement for at least one year=5; Met all payments for 4 years or exceeded 3 payments and missed 1 payment=4; Met 3/4 payments=3; Met 2/4 payments=2; Met 1/4 payments=1; Met no payments=0
Amortization period for current unfunded liability	15 years or less=5; 16-20 years=4; 21-25=3; 26-30=2; above 30=1; plans with open amortization are reduced by 1 point
Negative amortization	5= No negative amortization; 3=Negative amortization, but less than 25 years; 1=Between 25-30 years negative amortization
Current investment return assumption	7% or below=5; 7.01-7.25%=4; 7.26-7.5%=3; 7.6-7.75%=2; 7.76-8%=1
Payroll growth assumption	3% or below=5; 3.01%-3.99%=3; 4% or above=1
Net cash flow as % of assets	Negative 3% or less=5; negative 3.01% to negative 4%=4; negative 4.01% to negative 5%=3; negative 5.01% to negative 6%= 2; worse than negative 6%=1
Current active to retiree ratio	Greater than 1.7/1=5; between 1.4 and 1.69/1=4; between 1.2 and 1.39/1=3; between 1.0 and 1.19/1=2; under 1.0/1=1

OPEN PLANS

There are 21 open municipal pension plans in Rhode Island:

Central Falls	Police & Fire
Coventry	Police Pension Plan
Coventry	School Plan
Cumberland	Police
East Providence	Firemen's and Policemen's Pension Plan
Jamestown	Police Pension Plan
Lincoln	Town Retirement Plan
Little Compton	Town Employees (other than certified teachers)
Narragansett	Town Plan
Newport	Firemen's Pension Plan
North Providence	Police Pension Plan
North Providence	Fire COLA Plan
Pawtucket	Post 1974 Policemen and Fireman
Providence	ERS of the City of Providence
Tiverton	Policemen's Pension Plan
Warwick	City Employees
Warwick	Fire Pension II
Warwick	Police Pension II
Warwick	Warwick Public School Employees
Westerly	Police Pension
West Warwick	Town Plan



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Central Falls

Key Facts

Market Value of Assets: \$9,988,424	Number of Participants: 76 Actives; 66 Retirees; 53 Disabled
Funded Status: Critical	Valuation Date: As of 7/1/18
Total Accrued Liabilities: \$37,631,989	

Report Card

Factor	Value	Score
Funded Ratio	26.5%	☆☆☆☆☆
Funded Status Percentage Point Change (FY 2012 - FY 2018)	7.9%	★★★★☆
Consistency of meeting ARC (FY 15-FY 18; number of times met)	N/A	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	15	★★★★★
Payroll growth assumption	3.00%	★★★★★
Does this plan have negative amortization?	No	★★★★★
Current investment return assumption	7.5%	★★★★☆
Net cash flow as a % of assets	6.27%	★★★★★
Current active to retiree ratio	0.64/1	☆☆☆☆☆

**Central Falls' FY18 audit is not available as of the time of publication, and therefore the consistency of meeting 100% of ARC payments over the past 4 years is unavailable; however, the plan met 99.2%; 104.9% and 108.3% of ARC payments in the prior fiscal years.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Coventry - Police

Key Facts

Market Value of Assets: \$15,974,327	Number of Participants:	57 Actives; 64 Retirees; 11 Terminated Vested and/or Inactive lives; 15 Beneficiaries
Funded Status: Critical	Valuation Date:	As of 7/1/18
Total Accrued Liabilities: \$79,641,154		

Report Card

Factor	Value	Score
Funded Ratio	20.2%	☆☆☆☆☆
Funded Status Percentage Point Change (FY 2012 - FY 2018)	10.3%	★★★★★
Consistency of meeting ARC (FY 15-FY 18; number of times met)	3	★★★★☆
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	21	★★★★☆
Payroll growth assumption	3.50%	★★★★☆
Does this plan have negative amortization?	Yes	★★★★☆
Current investment return assumption	7.0%	★★★★★
Net cash flow as a % of assets	7.24%	★★★★★
Current active to retiree ratio	0.72/1	☆☆☆☆☆



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Coventry- School Plan

Key Facts

Market Value of Assets: \$12,462,740	Number of Participants: 224 Actives; 150 Retirees; 26 Terminated Vested
Funded Status: Critical	Valuation Date: As of 7/1/18
Total Accrued Liabilities: \$35,891,579	

Report Card

Factor	Value	Score
Funded Ratio	43.8%	★☆☆☆☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	11.2%	★★★★★
Consistency of meeting ARC (FY15-FY18; number of times met)	N/A	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	23	★★★★☆
Payroll growth assumption	4.00%	★☆☆☆☆
Does this plan have negative amortization?	Yes	★★★★☆
Current investment return assumption	6.5%	★★★★★
Net cash flow as a % of assets	-3.58%	★★★★☆
Current active to retiree ratio	1.49/1	★★★★☆

**Coventry only lists 2017 and 2018 actuarially determined contributions for its School Employees plan in its FY 2018 audit; however information about what was actually contributed in relation to the actuarially determined contribution is only available for FY 2017. Required contributions for FY 2016 and 2015 were not included in audited financials.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Cumberland - Police

Key Facts

Market Value of Assets: \$17,519,829	Number of Participants:	42 Actives; 69 Retirees; 6 Disabled; 1 Terminated Vested and/or Inactive Lives
Funded Status: Critical	Valuation Date:	For plan year ending 10/31/
Total Accrued Liabilities: \$35,862,193		

Report Card

Factor	Value	Score
Funded Ratio	48.7%	★☆☆☆☆
Funded Status Percentage Point Change (FY 2012 - FY 2018)	16.8%	★★★★★
Consistency of meeting ARC (FY 15- FY 18; number of times met)	4	★★★★★
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	14	★★★★★
Payroll growth assumption	3.50%	★★★★☆
Does this plan have negative amortization?	No	★★★★★
Current investment return assumption	7.5%	★★★★☆
Net cash flow as a % of assets	2.83%	★★★★★
Current active to retiree ratio	0.61/1	★★☆☆☆



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
East Providence - Police & Fire

Key Facts

Market Value of Assets: \$130,039,860	Number of Participants:	195 Actives; 175 Retirees; 45 Disabled; 8 Terminated Vested and/or Inactive Lives; 50 Beneficiaries
Funded Status: Critical	Valuation Date:	As of 7/1/18
Total Accrued Liabilities: \$219,314,469		

Report Card

Factor	Value	Score
Funded Ratio	58.5%	★ ★ ☆ ☆ ☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	26.9%	★ ★ ★ ★ ★
Consistency of meeting ARC (FY 15-FY 18; number of times met)	N/A	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	27	★ ★ ☆ ☆ ☆
Payroll growth assumption	3.75%	★ ★ ★ ☆ ☆
Does this plan have negative amortization?	Yes	★ ☆ ☆ ☆ ☆
Current investment return assumption	7.5%	★ ★ ★ ☆ ☆
Net cash flow as a % of assets	-2.88%	★ ★ ★ ★ ★
Current active to retiree ratio	0.72/1	★ ☆ ☆ ☆ ☆

**Though ARC data is unavailable for FY18, this plan made 87% of its FY17 ARC payment; 98% of its FY16 payment & 115% of its FY15 payment.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Jamestown - Police

Key Facts			
Market Value of Assets:	\$10,469,099	Number of Participants:	13 Actives; 14 Retirees; 2 Terminated Vested and/or Inactive Lives
Funded Status:	Non-Critical	Valuation Date:	As of 1/1/18
Total Accrued Liabilities:	\$10,589,532		

Report Card			
Factor	Value	Score	
Funded Ratio	98.9%	★ ★ ★ ★ ☆	
Funded Status Percentage Point Change (FY 2012 - FY 2018)	-9.1%	☆ ☆ ☆ ☆ ☆	
Consistency of meeting ARC (FY 15-FY 18; number of times met)	0	☆ ☆ ☆ ☆ ☆	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	N/A		
Payroll growth assumption	4.00%	★ ☆ ☆ ☆ ☆	
Does this plan have negative amortization?	N/A		
Current investment return assumption	7.0%	★ ★ ★ ★ ★	
Net cash flow as a % of assets	-2.42%	★ ★ ★ ★ ★	
Current active to retiree ratio	0.93/1	★ ☆ ☆ ☆ ☆	

**Note: The Jamestown Police plan does not have an amortization period for unfunded liability because the plan is almost fully funded. Further, even though the plan saw a decline in funded status, the decline was from 108% to 99%, which remains a near fully funded status.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Lincoln

Key Facts

Market Value of Assets: \$27,567,174	Number of Participants:	114 Active; 84 Retirees; 22 Terminated Vested and/or Inactive Lives; 14 Beneficiaries
Funded Status: Non-Critical	Valuation Date:	As of 1/1/18
Total Accrued Liabilities: \$40,011,582		

Report Card

Factor	Value	Score
Funded Ratio	66.2%	★ ★ ★ ☆ ☆
Funded Status Percentage Point Change (FY 2012 - FY 2018)	2.3%	★ ☆ ☆ ☆ ☆
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★ ★ ★ ★ ☆
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	15	★ ★ ★ ★ ☆
Payroll growth assumption	3.00%	★ ★ ★ ★ ★
Does this plan have negative amortization?	No	★ ★ ★ ★ ★
Current investment return assumption	7.0%	★ ★ ★ ★ ★
Net cash flow as a % of assets	1.30%	★ ★ ★ ★ ★
Current active to retiree ratio	1.16/1	★ ★ ☆ ☆ ☆

**Due to valuation timing, Lincoln's ARC payment history is scored on a calendar year basis. Additionally, Lincoln recently lowered its assumed rate of return from 8.0% to 7.0%, which likely was a contributing factor to its relatively small improvement in funded status over the measurement period.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Little Compton

Key Facts			
Market Value of Assets:	\$10,886,463	Number of Participants:	45 Actives; 34 Retirees; 10 Terminated Vested and/or Inactive Lives;
Funded Status:	Non-Critical	Valuation Date:	As of 7/1/17
Total Accrued Liabilities:	\$13,015,759		

Report Card			
Factor	Value	Score	
Funded Ratio	85.1%	★★★★☆	
Funded Status Percentage Point Change (FY 2012 - FY 2017)	5.2%	★★★★☆	
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★★★★★	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	30	★☆☆☆☆	
Payroll growth assumption	3.00%	★★★★★	
Does this plan have negative amortization?	Yes	★☆☆☆☆	
Current investment return assumption	7.25%	★★★★☆	
Net cash flow as a % of assets	-1.21%	★★★★★	
Current active to retiree ratio	1.32/1	★★★★☆	



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Narragansett Town Plan

Key Facts

Market Value of Assets: \$90,104,936	Number of Participants: 247 Actives; 185 Retirees; 15 Disabled; 20 Terminated Vested and/or Inactive Lives; 10 Beneficiaries
Funded Status: Non-Critical	Valuation Date: As of 7/1/18
Total Accrued Liabilities: \$140,878,874	

Report Card

Factor	Value	Score
Funded Ratio	66.8%	★ ★ ★ ☆ ☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	9.3%	★ ★ ★ ★ ☆
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★ ★ ★ ★ ★
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	16	★ ★ ★ ★ ☆
Payroll growth assumption	4.00%	★ ☆ ☆ ☆ ☆
Does this plan have negative amortization?	Yes	★ ★ ★ ☆ ☆
Current investment return assumption	7.20%	★ ★ ★ ★ ☆
Net cash flow as a % of assets	2.04%	★ ★ ★ ★ ★
Current active to retiree ratio	1.18/1	★ ★ ★ ☆ ☆



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Newport - Fire

Key Facts

Market Value of Assets: \$53,692,014	Number of Participants: 95 Actives; 87 Retirees; 7 Disabled; 1 Terminated Vested/Inactive; 21 Beneficiaries
Funded Status: Critical	Valuation Date: As of 7/1/17
Total Accrued Liabilities: \$106,788,608	

Report Card

Factor	Value	Score
Funded Ratio	51.4%	★ ★ ☆ ☆ ☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	16.7%	★ ★ ★ ★ ★
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★ ★ ★ ★ ★
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	13	★ ★ ★ ★ ★
Payroll growth assumption	2.60%	★ ★ ★ ★ ★
Does this plan have negative amortization?	No	★ ★ ★ ★ ★
Current investment return assumption	7.25%	★ ★ ★ ★ ☆
Net cash flow as a % of assets	0.92%	★ ★ ★ ★ ★
Current active to retiree ratio	0.83/1	★ ☆ ☆ ☆ ☆



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
North Providence - Police

Key Facts

Market Value of Assets: \$41,736,189	Number of Participants: 64 Actives; 69 Retirees; 18 Disabled; 3 Terminated Vested and/or Inactive Lives; 8 Beneficiaries
Funded Status: Non-Critical	Valuation Date: As of 7/1/18
Total Accrued Liabilities: \$48,668,362	

Report Card

Factor	Value	Score
Funded Ratio	86.8%	★★★★☆
Funded Status Percentage Point Change (FY 2012 - FY 2018)	-8.1%	☆☆☆☆☆
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★★★★★
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	9	★★★★☆
Payroll growth assumption	2.80%	★★★★★
Does this plan have negative amortization?	No	★★★★★
Current investment return assumption	7.00%	★★★★★
Net cash flow as a % of assets	-2.10%	★★★★★
Current active to retiree ratio	0.67/1	☆☆☆☆☆

**The decline in this plan's funded status may be partially attributable to a reduction of its assumed rate of return from 7.25% to 7.0%.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
North Providence Fire COLA Plan

Key Facts

Market Value of Assets: \$0	Number of Participants:	86 Active plan members; 80 Inactive plan members and beneficiaries currently receiving benefits; 1 Inactive plan member entitled to, but not receiving benefits
Funded Status: Pay-as-you-go	Valuation Date:	As of 6/30/18
Total Accrued Liabilities:		\$25,292,677

Report Card

Factor	Value	Score
Funded Ratio	0.0%	☆☆☆☆☆
Funded Status Percentage Point Change (FY 2012 - FY 2018)	N/A	
Consistency of meeting ARC (FY 15-FY 18; number of times met)	N/A	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	N/A	
Payroll growth assumption	3.00%	☆☆☆☆☆
Does this plan have negative amortization?	N/A	
Current investment return assumption	N/A	
Net cash flow as a % of assets	N/A	
Current active to retiree ratio	1.062/1	☆☆☆☆☆

**This is a newly reported plan and staff is still gathering information about plan assumptions.*



2018 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Pawtucket - Police and Fire

Key Facts			
Market Value of Assets:	\$114,866,911	Number of Participants:	274 Actives; 371 Retirees; 47 Disabled;
Funded Status:	Critical	Valuation Date:	As of 7/1/17
Total Accrued Liabilities:	\$267,723,250		

Report Card			
Factor	Value	Score	
Funded Ratio	43.7%	★☆☆☆☆	
Funded Status Percentage Point Change (FY 2012 - FY 2017)	9.7%	★★★★☆	
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★★★★☆	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	16	★★★★☆	
Payroll growth assumption	2.00%	★★★★★	
Does this plan have negative amortization?	No	★★★★★	
Current investment return assumption	7.5%	★★★☆☆	
Net cash flow as a % of assets	-0.07%	★★★★★	
Current active to retiree ratio	0.66/1	★★☆☆☆	

**Note: This report card is reflective of Pawtucket's "new plan." The city also has a small closed plan with 13 pensioners and an UAAL of \$2.4m.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Providence

Key Facts

Market Value of Assets: \$348,644,000	Number of Participants: 2,891 Actives; 3,234 Retirees; 533 Terminated and/or Inactive Lives
Funded Status: Critical	Valuation Date: As of 7/1/17
Total Accrued Liabilities: \$1,356,171,912	

Report Card

Factor	Value	Score
Funded Ratio	26.3%	☆☆☆☆☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	-7.4%	☆☆☆☆☆
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★★★★☆
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	23	★★★★☆
Payroll growth assumption	3.50%	★★★★☆
Does this plan have negative amortization?	Yes	★★★★☆
Current investment return assumption	8.0%	☆☆☆☆☆
Net cash flow as a % of assets	-3.92%	★★★★☆
Current active to retiree ratio	0.89/1	☆☆☆☆☆

**The decline in this plan's funded status may be partially attributable to a reduction of its assumed rate of return from 8.25% to 8.0%.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Tiverton - Police

Key Facts

Market Value of Assets: \$11,051,030	Number of Participants: 32 Actives; 30 Retirees
Funded Status: Non-Critical	Valuation Date: As of 7/1/17
Total Accrued Liabilities: \$16,938,557	

Report Card

Factor	Value	Score
Funded Ratio	65.2%	★ ★ ★ ☆ ☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	14.6%	★ ★ ★ ★ ★
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★ ★ ★ ★ ★
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	18	★ ★ ★ ★ ☆
Payroll growth assumption	3.50%	★ ★ ★ ☆ ☆
Does this plan have negative amortization?	Yes	★ ★ ★ ☆ ☆
Current investment return assumption	7.5%	★ ★ ★ ☆ ☆
Net cash flow as a % of assets	-0.37%	★ ★ ★ ★ ★
Current active to retiree ratio	1.07/1	★ ★ ☆ ☆ ☆



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Warwick - City Employees

Key Facts			
Market Value of Assets:	\$124,934,249	Number of Participants:	366 Actives; 369 Retirees; 31 Terminated Vested and/or Inactive Lives
Funded Status:	Non-Critical	Valuation Date:	As of 7/1/17
Total Accrued Liabilities:	\$171,947,157		

Report Card			
Factor	Value	Score	
Funded Ratio	72.7%	★ ★ ★ ☆ ☆	
Funded Status Percentage Point Change (FY2012 - FY2017)	3.2%	★ ★ ☆ ☆ ☆	
Consistency of meeting ARC (FY15-FY18; number of times met)	N/A		
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	12	★ ★ ★ ★ ★	
Payroll growth assumption	2.75%	★ ★ ★ ★ ★	
Does this plan have negative amortization?	No	★ ★ ★ ★ ★	
Current investment return assumption	6.9%	★ ★ ★ ★ ★	
Net cash flow as a % of assets	-1.45%	★ ★ ★ ★ ★	
Current active to retiree ratio	0.99/1	★ ☆ ☆ ☆ ☆	

**Warwick's FY18 audit was not available as of the time of publication, so the consistency of meeting ARC contributions over the past 4 years is unclear; however, the plan met 100% of its ARC in the prior three fiscal years.*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Warwick - Fire II

Key Facts

Market Value of Assets: \$64,558,640	Number of Participants: 195 Actives; 17 Retirees
Funded Status: Non-Critical	Valuation Date: As of 7/1/17
Total Accrued Liabilities: \$74,002,098	

Report Card

Factor	Value	Score
Funded Ratio	87.1%	★★★★☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	9.1%	★★★★☆
Consistency of meeting ARC (FY 15-FY 18; number of times met)	N/A	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	20	★★★★☆
Payroll growth assumption	2.75%	★★★★★
Does this plan have negative amortization?	No	★★★★★
Current investment return assumption	6.9%	★★★★★
Net cash flow as a % of assets	6.38%	★★★★★
Current active to retiree ratio	11.47/1	★★★★★

**Warwick's FY18 audit was not available as of the time of publication, so the consistency of meeting ARC contributions over the past 4 years is unclear; however, the plan met 100% of its ARC in the prior three fiscal years. □*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Warwick - Police II

Key Facts			
Market Value of Assets:	\$193,183,186	Number of Participants:	158 Actives; 184 Retirees; 4 Terminated Vested and/or Inactive Lives
Funded Status:	Non-Critical	Valuation Date:	As of 7/1/17
Total Accrued Liabilities:	\$232,361,869		

Report Card			
Factor	Value	Score	
Funded Ratio	82.9%	★★★★☆	
Funded Status Percentage Point Change (FY 2012 - FY 2017)	-3.6%	☆☆☆☆☆	
Consistency of meeting ARC (FY 15-FY 18; number of times met)	N/A		
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	23	★★★★☆	
Payroll growth assumption	2.75%	★★★★★	
Does this plan have negative amortization?	Yes	★★★★☆	
Current investment return assumption	6.9%	★★★★★	
Net cash flow as a % of assets	-1.52%	★★★★★	
Current active to retiree ratio	0.86/1	☆☆☆☆☆	

**The decline in this plan's funded status may be partially attributable to a reduction of its assumed rate of return from 7.5% to 6.9%. Also, Warwick's FY18 audit was not available as of the time of publication, so the consistency of meeting ARC contributions over the past 4 years is unclear; however, the plan met 100% of its ARC in the prior three fiscal*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Warwick - School Employees

Key Facts

Market Value of Assets: \$42,643,238	Number of Participants: 350 Actives; 103 Retirees; 28 Disabled/Other
Funded Status: Non-Critical	Valuation Date: As of 7/1/17
Total Accrued Liabilities: \$0	

Report Card

Factor	Value	Score
Funded Ratio	105.8%	★★★★★
Funded Status Percentage Point Change (FY 2012 - FY 2016)	36.4%	★★★★★
Consistency of meeting ARC (FY 15-FY 18; number of times met)	N/A	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	28	★★☆☆☆
Payroll growth assumption	3.00%	★★★★★
Does this plan have negative amortization?	Yes	★★☆☆☆
Current investment return assumption	7.0%	★★★★★
Net cash flow as a % of assets	1.74%	★★★★★
Current active to retiree ratio	2.67/1	★★★★★

**The valuation as of FY16 reflects no accrued liabilities; however the town's FY17 audit states a total pension liability for this plan of \$4,470,026*



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
Westerly - Police

Key Facts			
Market Value of Assets:	\$32,601,961	Number of Participants:	48 Actives; 48 Retirees; 1 Terminated Vested and/or Inactive Life
Funded Status:	Non-Critical	Valuation Date:	As of 7/1/17
Total Accrued Liabilities:	\$46,420,634		

Report Card		
Factor	Value	Score
Funded Ratio	71.0%	★ ★ ★ ☆ ☆
Funded Status Percentage Point Change (FY 2012 - FY 2017)	7.2%	★ ★ ★ ★ ☆
Consistency of meeting ARC (FY 15-FY 18; number of times met)	4	★ ★ ★ ★ ★
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	24	★ ★ ★ ☆ ☆
Payroll growth assumption	4.00%	★ ☆ ☆ ☆ ☆
Does this plan have negative amortization?	Yes	★ ★ ★ ☆ ☆
Current investment return assumption	7.3%	★ ★ ★ ★ ☆
Net cash flow as a % of assets	0.12%	★ ★ ★ ★ ★
Current active to retiree ratio	0.98/1	★ ☆ ☆ ☆ ☆



2019 Advisory Commission on Locally Administered Pension Plans
 Plan Characteristics Report Card for
West Warwick

Key Facts			
Market Value of Assets:	\$37,614,044	Number of Participants:	321 Actives; 348 Retired; 37 Terminated Vested and/or Inactive Lives
Funded Status:	Critical	Valuation Date:	As of 7/1/18
Total Accrued Liabilities:	\$165,637,204		

Report Card			
Factor	Value	Score	
Funded Ratio	23.3%	☆☆☆☆☆	
Funded Status Percentage Point Change (FY 2012 - FY 2017)	3.5%	☆☆☆☆☆	
Consistency of meeting ARC (FY 15-FY 18; number of times met)	3	☆☆☆☆☆	
Amortization period for the current unfunded liability based on the required contribution (time remaining in amortization period and/or single equivalent period)	22	☆☆☆☆☆	
Payroll growth assumption	3.5%	☆☆☆☆☆	
Does this plan have negative amortization?	Yes	☆☆☆☆☆	
Current investment return assumption	7.5%	☆☆☆☆☆	
Net cash flow as a % of assets	4.02%	☆☆☆☆☆	
Current active to retiree ratio	0.83/1	☆☆☆☆☆	

*This plan has met over 98% of ARC payments over the past four years.

Spodnik v. West Warwick Town Council, 122118 RIAGO, AGO OM 18-31 /**/ div.c1 {text-align:center} /**/

Spodnik

v.

West Warwick Town Council

AGO OM 18-31

No. OM 18-31

State of South Carolina Office of the Attorney General

December 21, 2018

Timothy A. Williamson, Esq.

Ms. Anna Spodnik

RE: Spodnik v. West Warwick Town Council

Dear Ms. Spodnik:

The investigation into your Open Meetings Act ("OMA") complaint filed against the West Warwick Town Council ("Town Council") is complete. By email correspondence dated May 2, 2018, you allege that the Town Council violated the OMA when it discussed items at its March 20, 2018 meeting that were not on the agenda. More specifically, you allege that under the agenda item "Ward Reports," the Town Council President delivered personal and retaliatory comments about you.

In response to your complaint, we received a substantive response from the Town Council's legal counsel, Timothy A. Williamson, Esquire. Attorney Williamson states, in pertinent part: "Town Council President exercised his rights to speak about his Ward during Ward Reports. As he is the elected Town Councilman from Ward 3, he has the ability and the right to address matters in his Ward, the Town or the State. He also has the right to address matters concerning him, especially in his position as a Town Councilman and as President of the Town Council. * * * The Complainant is wrong when she states that 'this was not part of the agenda and had no place in this meeting.' This part of the meeting is specifically listed as 'WARD REPORTS.' The Town Council [is] free to discuss issues that are of interest in their wards. The Public is not prohibited from speaking about these issues during this part of the meeting. The public can also weigh in about these issues during the 'PUBLIC COMMENT' portion of the meeting. * * * How is the Complainant aggrieved as a result of this [] violation? Where in her complaint does [Complainant] articulate this grievance. *Graziano v. State Lottery Commission*, 810 A.2d 215 (R.I. 2002). The Complainant never suggests that the Town Clerk's failure to post a more specific description of what the Ward Reports would entail; or what may be discussed, may or may not have prevented her from attending the meeting."^[1]

We acknowledge your rebuttal.

At the outset, we note that in examining whether a violation of the OMA has occurred, we are mindful that our mandate is not to substitute this Department's independent judgment concerning whether an infraction has occurred, but instead, to interpret and enforce the OMA as the General Assembly has written this law and as the Rhode Island Supreme Court has interpreted its provisions. Furthermore, our statutory mandate is limited to determining whether the Town Council

violated the OMA. See R.I. Gen. Laws § 42-46-8.

The OMA requires all public bodies provide supplemental public notice of all meetings at least forty-eight (48) hours in advance of the meeting. See R.I. Gen. Laws § 42-46-6(b). "This notice shall include the date the notice was posted, the date, time and place of the meeting, and a *statement specifying the nature of the business to be discussed.*" *Id.* (Emphasis added). The level of specificity that must be detailed for each agenda item depends on the facts and circumstances surrounding each item.

In *Tanner v. Town of East Greenwich*, 880 A.2d 784 (R.I. 2005), the Rhode Island Supreme Court examined the OMA's requirement that a public notice contain "a statement specifying the nature of the business to be discussed." The Court determined that the agenda item "Interviews for Potential Boards and Commission Appointments" did not adequately apprise the public of the nature of the business to be discussed at a Town Council meeting. Specifically, after conducting interviews as indicated on the notice, the East Greenwich Town Council proceeded to vote to appoint various individuals to the planning and zoning boards for the Town.

The Court concluded that although the standard is "somewhat flexible," the contents of the notice "reasonably must describe the purpose of the meeting or the action proposed to be taken." *Id.* at 797-98. The Court added that a flexible "approach accounts for the range and assortment of meetings, votes, and actions covered under the OMA, and the realities of local government, while also safeguarding the public's interest in knowing and observing the workings of its governmental bodies." *Id.* at 797. Although the Court provided no bright line rule regarding the level of specificity of a posted notice, the Court determined the appropriate inquiry is "whether the [public] notice provided by the [public body] fairly informed the public, under the totality of the circumstances, of the nature of the business to be conducted." *Id.*

The Rhode Island Supreme Court re-examined this provision in *Anolik v. Zoning Board of Review of the City of Newport*, 64 A.3d 1171 (R.I. 2013). The relevant facts of that case are as follows. In November of 2008, defendants received a letter from counsel for Congregation Jeshuat Israel requesting an extension of the time in which to substantially complete certain improvements to Congregation Jeshuat Israel's property that had been approved by a previous zoning board decision. *Id.* at 1172. That previous decision expressly contained a condition to the effect that there be substantial completion of the improvements within two years. *Id.* The agenda item for the February 23, 2009 meeting stated:

"IV. Communications: Request for Extension from Turner Scott received 11/30/08 Re: Petition of Congregation Jeshuat Israel"

At the meeting, the board voted unanimously to approve the request for an extension of time, which required that the "improvements must be started and [be] substantially complete [by] February 23, 2011." *Id.* at 1173. On August 21, 2009, the plaintiffs filed a complaint in Superior Court alleging that the agenda item violated the OMA because it was "a 'vague and indefinite' notice to the public and one lacking in specificity." *Id.* The Superior Court granted defendants' motion for summary judgment. *Id.* On appeal, the Supreme Court looked to *Tanner* and noted that R.I. Gen. Laws § 42-46-6(b) requires the "public body to provide fair notice to the public under the circumstance, or such notice based on the totality of the circumstances as would fairly inform the

public of the nature of the business to be discussed or acted upon." *Id.* at 1175 (internal quotations omitted). The Court held that the agenda item was "completely silent as to which specific property was at issue; the agenda item provided no information as to a street address, a parcel or lot numbers, or even an identifying petition or case number." *Id.* (Emphasis in original). The agenda item "fails to provide any information as to exactly what was the reason for the requested extension or what would be its duration." *Id.* at 1176.

The Rhode Island Supreme Court more recently addressed this issue in *Pontarelli v. Rhode Island Board Council on Elementary and Secondary Education et al.*, 151 A.3d 301 (R.I. 2016). The pertinent agenda item stated: "7.b. Approval of RIDE's Executive Pay Plan and Organizations Chart." Next to this agenda item was a description that noted "Enclosure 7b." *Id.* at 303.

The Supreme Court analyzed the sufficiency of this agenda item as follows: "After a careful review of the record and consideration of the undisputed facts before us, it is this Court's opinion that the agenda provided by defendants, as it relates to the September 8, 2014 meeting, falls short of satisfying the statutory requirements of notice set forth in § 42-46-6(a). Although the notice placed on the Secretary of State's website undeniably informed the public that '[a]pproval of RIDE's Executive Pay Plan' was on the agenda for the council meeting, there was no indication that more than one pay plan would be considered. Moreover, there was also no indication that the additional pay plans (ultimately considered and decided by the council at the meeting) would relate to retrospective fiscal years dating back to 2012. Additionally, while the 7b enclosure that should have been attached would have informed the public that the meeting would involve pay plans from fiscal year 2012 and forward, it is undisputed that the enclosure was not available on the Secretary of State's website as required by § 42-46-6. It is our opinion that based on the totality of the circumstances of this case—including that the term 'plan' was in the singular and that the stated 'Enclosure 7b' was not actually available on the Secretary of State's website—adequate public notice was lacking. The public had the statutory right to receive a more complete notice of what would be discussed and decided at the council meeting; this is especially true where the matters relate to expenditures of taxpayer monies. The agenda did not provide the public with fair notice 'of the nature of the business to be discussed' where it completely omitted any information that one could construe to mean that more than one pay plan would be discussed." *Id.* at 306.

Accordingly, the Supreme Court concluded that the agenda item violated the OMA. *Id.*

Here, the agenda item for the Town Council's March 20, 2018 meeting was entitled "Ward Reports." Based on this Department's review of the audio recording, we note that a specific member of the Town Council spoke about, *inter alia*, two (2) specific properties in West Warwick, a vandalized vehicle and made comments about an individual. Based on the totality of the circumstances, and consistent with the Rhode Island Supreme Court's precedent, we find that the present agenda item did not sufficiently specify the nature of the business to be discussed and therefore violated the OMA. See R.I. Gen. Laws § 42-46-6(b). The agenda item provided no indication under the agenda item "Ward Reports" such comments would be made. See *Pontarelli*, 151 A.2d at 306. Indeed, similar to the agenda item in *Anolik*, the agenda item here contained "vague and indefinite notice to the public" and was "lacking in specificity[.]" providing only the

barest of information. *Anolik*, 64 A.3d at 1175. As such, "[t]he public had the statutory right to receive a more complete notice of what would be discussed and decided" at the Town Council meeting. *Id.*

Although the Town Council proffers that under the agenda item "Ward Reports" they are "free to discuss issues that are of interest in their wards," as discussed above, we respectfully disagree that this discussion can occur without proper notice. We note that the OMA expressly allows a non-school committee public body to amend its agenda. See R.I. Gen. Laws § 42-46-6(b) ("Nothing contained [in the OMA] shall prevent a public body ... from adding additional items to the agenda by majority vote of the members."). With respect to any amended matter, however, "[s]uch additional items shall be for informational purposes only and may not be voted on except where necessary to address an unexpected occurrence that requires immediate action to protect the public or to refer the matter to an appropriate committee or to another body or official." *Id.* There is no evidence that a motion to amend the agenda was made.

We have previously deemed that public bodies violate the OMA by posting broad and insufficient agenda items such as "Tax Collector's Report," "Treasurer's Report," "Chiefs Report," "Committee Reports," "Old Business," and "New Business." These broad agenda items fail to "fairly inform the public of the nature of the business to be discussed or acted upon." *Beagan v. Albion Fire District*, OM 10-27. In sum, we find that the agenda item describing "Ward Reports" did not adequately inform the public of the business to be discussed by the Town Council. Accordingly, we find that the Town Council violated the OMA. See R.I. Gen. Laws § 42-46-6(b). We note that our conclusion comports with jurisprudential trends; each of the three times our Supreme Court considered this issue it found the agenda item at issue insufficient. See *Tanner*, 880 A.2d at 798; *Anolik*, 64 A.2d at 1175; *Pontarelli*, 151 A.2d at 1175. See also *Appolonia v. West Warwick Board of Canvassers*, OM 17-06; *Clifford and Rapko v. North Smithfield Town Council*, OM 17-35.

Upon a finding of an OMA violation, the Attorney General "may file a complaint on behalf of the complainant in the superior court against the public body." R.I. Gen. Laws § 42-46-8(a). "The court may issue injunctive relief and/or "may impose a civil fine not exceeding five thousand dollars (\$5,000) against a public body or any of its members" for a willful or knowing violation. R.I. Gen. Laws § 42-46-8(d).

Here, we find insufficient evidence that the Town Council, or any Town Council member, knowingly or willfully violated the OMA. Additionally, we do not find injunctive relief appropriate, particularly in light of the fact that no action was taken. Nevertheless, this finding serves as notice to the Town Council that the conduct discussed herein is unlawful and may serve as evidence of a willful or a knowing violation in any similar future situation.

Although the Attorney General will not file suit in this matter, nothing within the OMA prohibits an individual or entity from obtaining legal counsel for the purpose of instituting injunctive or declaratory relief in Superior Court. See R.I. Gen. Laws § 42-46-8(c). We are closing this file as of the date of this correspondence.

We thank you for your interest in keeping government open and accountable to the public.
Very truly yours,

LisaPinsonneault, Special Assistant Attorney General

Notes:

[1] We pause to note that the Town Council does not think you have standing to raise this complaint because you are not aggrieved. Although we find this to be a close call, you presented sufficient evidence to demonstrate that you were an aggrieved party. See R.I. Gen. Laws § 42-46-8(a); *Graziano v. Rhode Island State Lottery Commission*, 810 A.2d 215 (R.I. 2002).



Office of the Town Planner MEMORANDUM

TO: The Honorable Town Council
Mr. Michael White, President
FROM: Lisa W. Bryer, AICP, Town Planner
RE: Additional Town Lots requested for preservation by
Conservation Easement to Conanicut Island Land Trust
DATE: May 1, 2019

The Town of Jamestown preserved 86 Lots in the Jamestown Shores in 2012 for groundwater protection by granting a conservation easement to the Conanicut Island Land Trust (CILT). The Jamestown Conservation Commission has been instrumental in administering management of these lots with the assistance of the CILT through a cooperative management plan approved by all parties in 2012.

Since that time the Town of Jamestown has secured ownership of an additional 34 lots in the Jamestown Shores. The Conservation Commission is advocating that the additional lots be preserved in a similar fashion. When we approached the Town Council in August 2018, there was some question whether some of these lots may potentially be developable and serve other essential needs in the community such as developed park, satellite fire services or affordable housing. Subsequently, of these lots have been vetted to ensure the Town had no municipal need for these properties prior to preservation. Only one lot appears to be potentially buildable; Plat 5 Lot 28 (see attached map).

I have attached mapping, photographs and description of these properties as well as the previous conservation easement for your information. If the Town Council agrees that Plat 5 Lot 28 be removed from the conservation easement for future potential community needs, the final report will be amended as such.

Given the laps of time on this project, over the next few days, I will be meeting with Quentin Anthony, President of the CILT, who will be the easement holder and Joyce Antoniello, Conservation Commission representative to update all on this important project.

I would respectfully recommend that the Town Council authorize the Town Administrator to work with the Town Solicitor, the CILT and the Conservation Commission to develop the deeds and easements necessary to protect these lots and then come back to the Town Council for final authorization.

C: Andy Nota, Town Administrator
Peter Ruggiero, Town Solicitor
Quentin Anthony, Esq. President, CILT
Joyce Antoniello, Conservation Commission





Overview of Protected Town Lots in The Jamestown Shores 2018

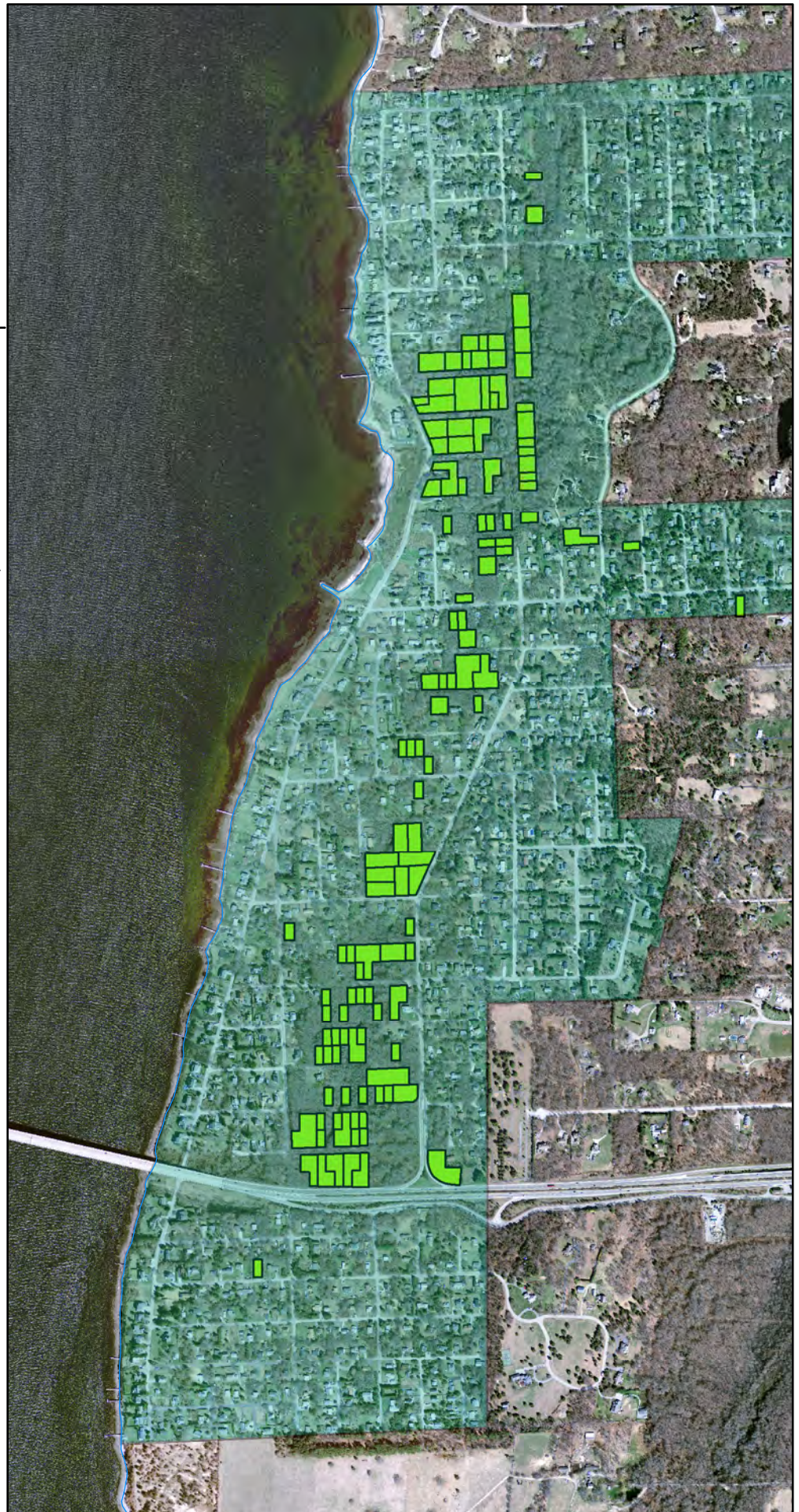


The information depicted on this map is for illustrative purposes only and is not adequate for legal boundary definition or regulatory interpretation.

Source:
RIGIS
The Town of Jamestown

Legend

-  Conservation Lots 2018
-  Jamestown Shores

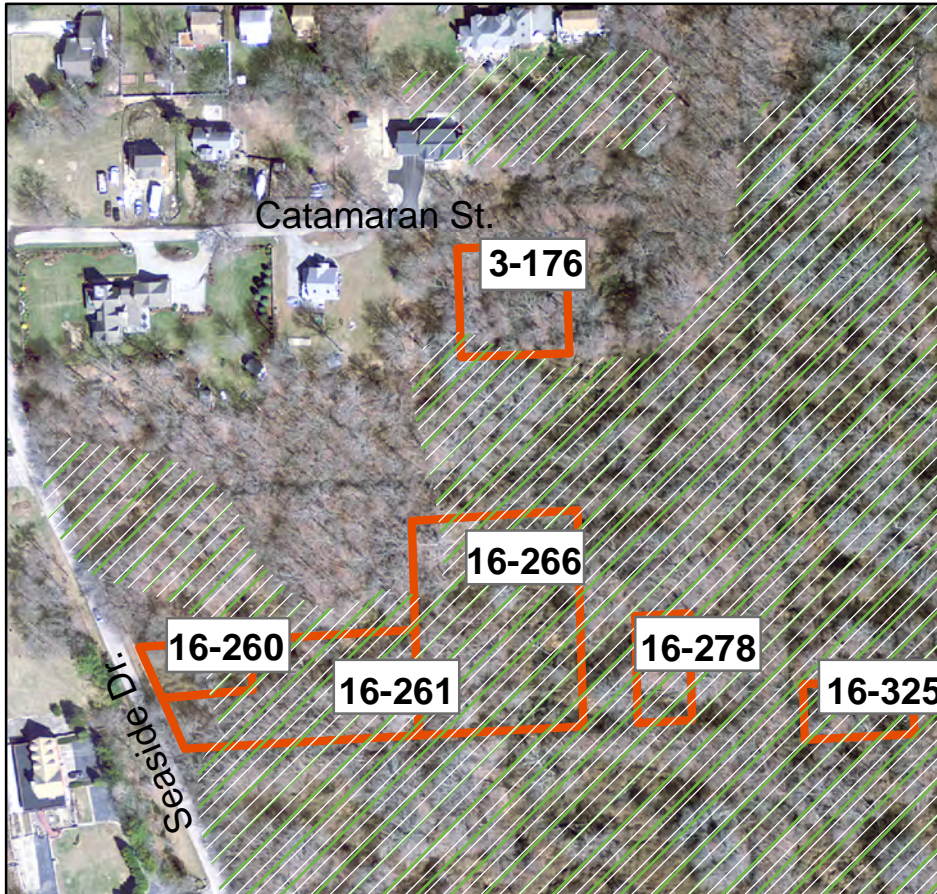


Map Created by Jamestown
GIS Dept. May 14th, 2018



1,200 600 0 1,200 Feet

The Town of Jamestown Rhode Island

Proposed Conservation Easements to CILT Area 1



Legend

-  Wetlands
-  Proposed Easements



Plat 16-260



Plat 16-261

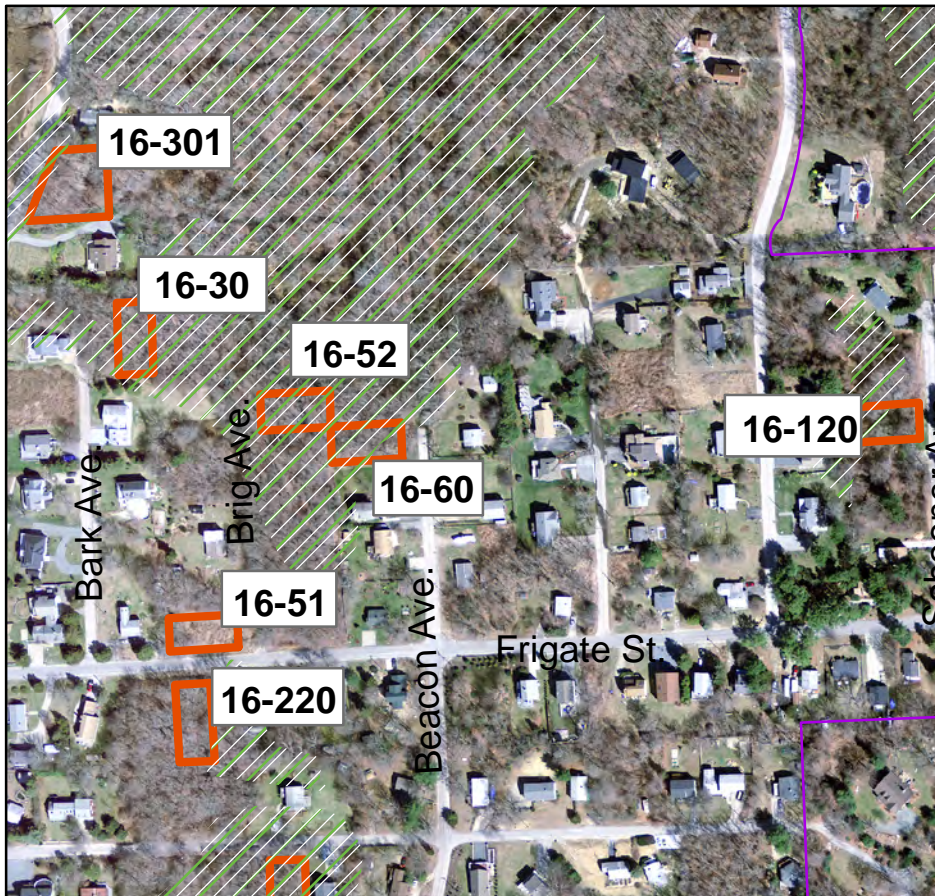


Plat 3-176

Photographs were taken between June 10th and 30th 2018

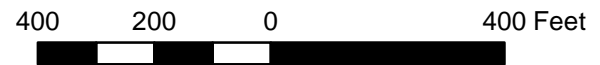
The Town of Jamestown Rhode Island

Proposed Conservation Easements to CILT *Area 2*

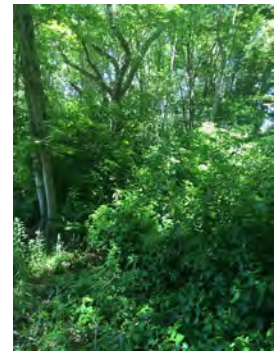


Legend

- Wetlands
- Proposed Easements



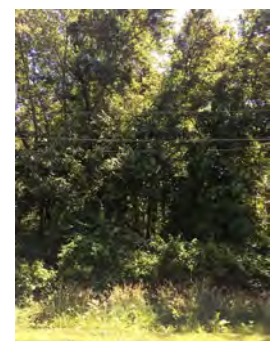
Plat 16-301



Plat 16-52



Plat 16-60



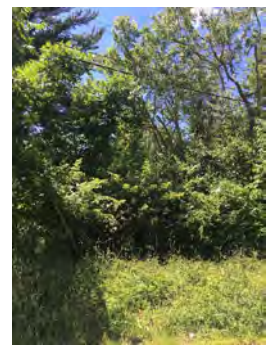
Plat 16-220



Plat 16-30



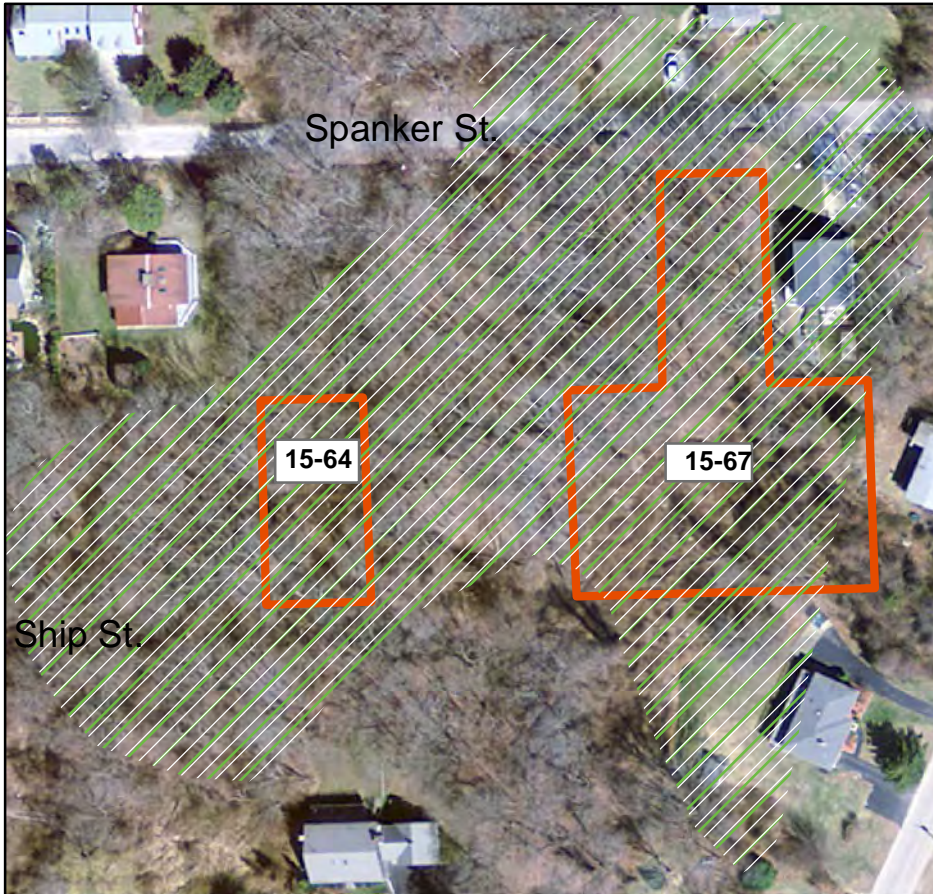
Plat 16-51





Plat 16-120

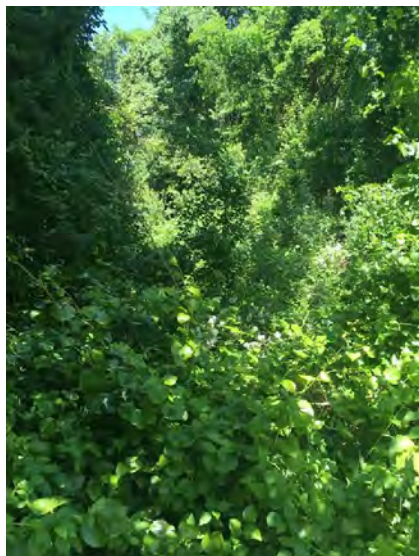
The Town of Jamestown Rhode Island

Proposed Conservation Easements to CILT Area 3



Legend

-  Wetlands
-  Proposed Easements



Plat 15-64

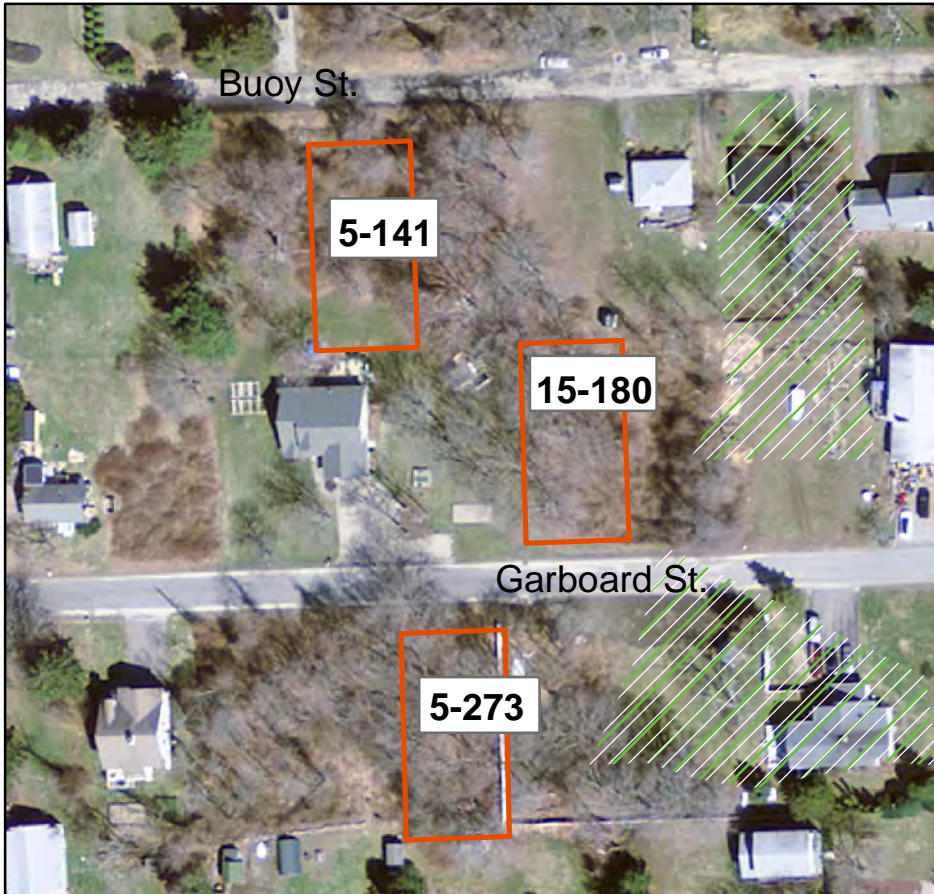
*Photographs were
taken between June
10th and 30th 2018*



Plat 15-67

The Town of Jamestown Rhode Island

Proposed Conservation Easements to CILT *Area 4*



Legend

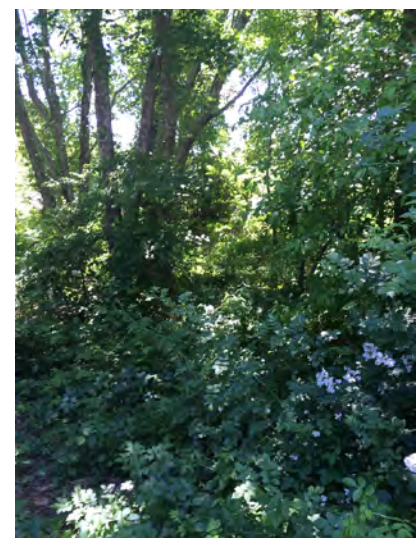
- Wetlands
- Proposed Easements



Plat 5-141



Plat 15-180



Plat 5-273

Photographs were taken between June 10th and 30th 2018

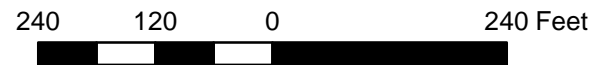
The Town of Jamestown Rhode Island

Proposed Conservation Easements to CILT Area 5

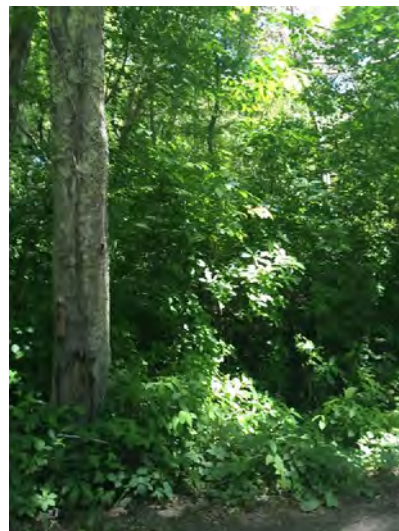


Legend

- Wetlands
- Proposed Easements



Plat 5-28



Plat 5-89

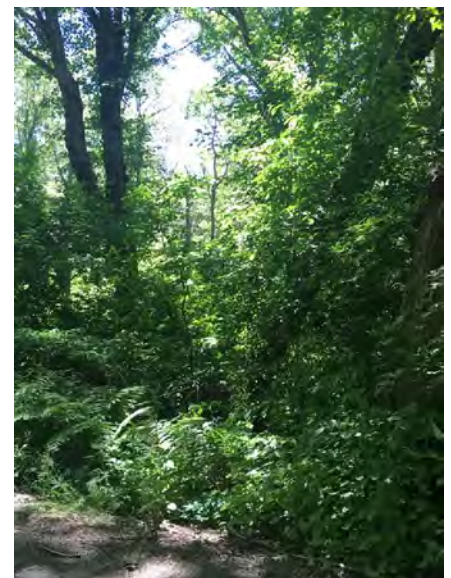


Plat 5-68

Photographs were taken between June 10th and 30th 2018



Plat 5-115



Plat 5-119

Photographs were taken between June 10th and 30th 2018

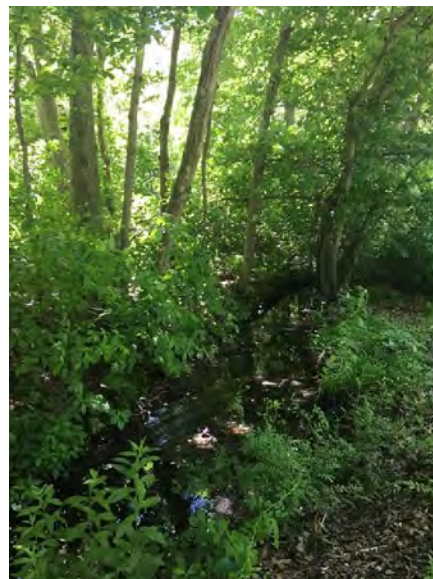


Legend

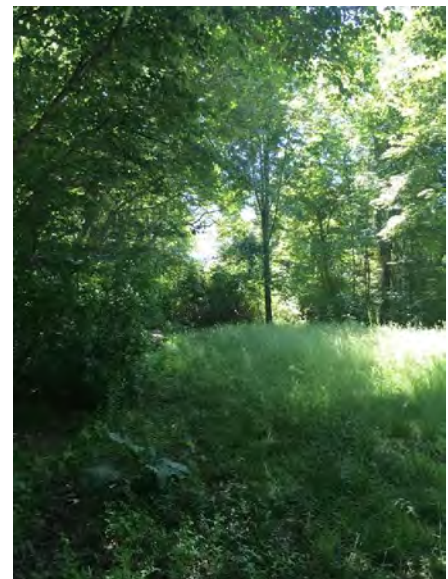
- Wetlands
- Proposed Easements



Plot 5-283



Plot 5-283



Plot 5-320

Jamestown Shores Lots Management Plan






Supplement I Proposed Easements in The Jamestown Shores 2018



Source:
RIGIS
The Town of Jamestown

Legend

-  Town Owned Lots
-  The Jamestown Shores
-  Wetlands

The information depicted on this map is for illustrative purposes only and is not adequate for legal boundary definition or regulatory interpretation.

0 1,125 2,250
Feet



Map Created by Jamestown
GIS Dept. May 14th, 2018



CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 6th day of August, 2012, by and between the TOWN OF JAMESTOWN, Rhode Island, a duly organized municipal corporation (the "Grantor") and the CONANICUT ISLAND LAND TRUST, a Rhode Island non-business corporation, having its principal office at Jamestown, Rhode Island, and the (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the Town of Jamestown, County of Newport, State of Rhode Island, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises") ; and

WHEREAS, the Premises possesses open, natural, scenic, water resource, ecological, flood control and educational value; and

WHEREAS, Grantor and Grantee recognize the value and special character of the Premises and acknowledge a common purpose to conserve the values of the Premises, and to conserve and protect the special plant and animal populations on the Premises, as well as subsurface and surface water resources and to prevent its use or development for any purpose or in any manner that would conflict with the maintenance of the Premises, in its current, natural, scenic and open condition; and

WHEREAS, Grantor as owner of the Premises intends to convey to Grantee the right to preserve and protect the conservation values of the Premises in perpetuity.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and in consideration of ONE DOLLAR (\$1.00) paid by Grantee to Grantor, the receipt and sufficiency of which is

hereby acknowledged and pursuant to the laws of the State of Rhode Island, and in particular Title 34, Chapter 39 and Title 45, Chapter 36 of the General Laws of Rhode Island, as amended, Grantor hereby voluntarily grants and conveys unto Grantee a Conservation Easement in perpetuity over the Premises, of the nature and character, and to the extent hereinafter set forth.

Purpose

It is the purpose of this Conservation Easement to assure that the Premises will be retained forever in its open, natural, scenic, water resource, ecological, flood control or educational condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. Grantor intends that this Conservation Easement will confine the use of the Premises to a Conservation Area and such uses as are consistent with the purpose of this Conservation Easement and the Management Plan developed by Grantor (the "Management Plan"), which Management Plan is incorporated herein by reference, and which sets forth specific procedures by which the Premises shall be maintained including, but not limited, to the adequate maintenance of the Premises to preserve the natural values, to provide public access as deemed appropriate and other matters as may be required and/or desirable for the conservation and preservation of the Premises. Grantor shall have the right from time to time to amend the Management Plan, subject however to the Grantee's consent, which consent shall not be unreasonably withheld.

Rights of Grantee

To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

- a. To preserve and protect the conservation values of the Premises;
- b. To enter upon the Premises at all reasonable times and, if necessary, across other lands owned by Grantor adjacent to the Premises in order to: (i) monitor and inspect Grantor's or its successors or assigns compliance with the covenants and purposes of this Conservation Easement, (ii) enforce the terms of this Conservation Easement, (iii) take any and all actions as may be necessary or appropriate, with or without order of court, to remedy or abate violation hereof; and (iv) after prior notice to Grantor, its successors or assigns, to observe and study nature, make scientific and educational observations and studies in such manner as will not disturb the quiet enjoyment of the Premises by Grantor.
- c. To prevent any activity or use of the Premises that is inconsistent with the purpose of this Conservation Easement and the Management Plan.
- d. To require restoration of such areas or features of the Premises that may be damaged by any inconsistent activity of use, pursuant to section 5 hereof.

Rights of Grantor

Grantor reserves for itself, its heirs, successors and assigns, the following reserved rights provided, however, that the exercise of such rights will not interfere with or have an adverse impact on, the essential natural, open and scenic quality of the Premises:

- a. To use the Premises for all purposes not inconsistent with this Conservation Easement and the Management Plan.
- b. To sell, give or otherwise convey the Premises or any interest in the Premises, provided such conveyance is subject to the terms of this Conservation Easement and the Management Plan.
- c. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values.

- d. Such other non-prohibited activities requested by the Grantor and expressly approved in writing by the Grantee, in its sole and exclusive discretion, which permission may only be given if the Grantee expressly finds that the activity is consistent with, and does not materially impair, the purposes or conservation values of the Premises.
- e. To allow public access to the Premises for passive recreational uses, including hiking, and for educational purposes as set forth in the Management Plan.

Restrictive Covenants/Conservation Values Protected

The conservation values of the Premises shall not be obstructed or impaired in any way.

Prohibited Activities and Uses

Any activity on or use of the Premises inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, above, and below the premises:

- a. The subdivision of the Premises or the disturbance or change in the natural habitat that would be inconsistent with the conservation values.
- b. The placement or construction of any buildings, structures, or other improvements of any kind including, without limitation, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, tennis courts, swimming pools, asphalt driveways, roads, parking lots, utility poles, towers, conduits, or lines or other structures, other than those structures currently on the Premises and as may be permitted pursuant to the Management Plan. No commercial or industrial activity of any kind shall be permitted on the Premises, except as set forth in the Management Plan.
- c. Any ditching, draining, digging, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, or any building of roads or change in the topography of the land in any manner except the maintenance of existing trails and as may be allowed in the Management Plan.
- d. Any removal, destruction or cutting of trees or plants or planting of trees or plants (except as is necessary to maintain the Premises and to construct trails or implement the requirements of the Management Plan), use of fertilizers, spraying with biocides, introduction of non-native animals, except as may be set forth in the Management Plan.

- e. The dumping or storing of ashes, trash, garbage, wastes, refuse, debris, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall any activities be conducted directly on the Premises, or on adjacent property which could cause erosion or siltation on the Premises.
- f. The manipulation or alteration of natural ponds, water courses, lake shores, marshes or other surface or subsurface water bodies, or activities which would be detrimental to water purity or to the protection of the watershed, which includes the subject property, or which could alter natural water level and/or flow.
- g. The operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles, except such motorized vehicles as are necessary for the maintenance of the Premises or to protect the Premises during an emergency.
- h. The hunting or trapping of animals except as set forth in the Management Plan.
- i. No portion of the Premises may be used towards building or development requirements on this or any other parcel.
- j. Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except as specified in the Management Plan.
- k. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises.
- l. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation.
- m. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Easement or which would materially impair its conservation interests.

Grantee's Remedies

If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor

fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, water resource protection or environmental values, and to require the restoration of the Premises to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Premises. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Premises, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate, that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or

in equity. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from any causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement.

- a. Costs of Enforcement. Any costs incurred by Grantee in prevailing to enforce the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs of restoration incurred by the Grantee necessitated by Grantor's violation of the terms of this Conservation Easement, shall be borne by Grantor.
- b. Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of Grantee, and any forbearance or delay by Grantee to exercise its rights under this Conservation Easement, in the event of any breach of any term of this Conservation Easement by Grantor, shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or any of Grantee's rights under this Conservation Easement.
- c. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

Formal Provisions

- a. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Premises free of any liens arising out of any work performed for, materials, furnished to, or obligations incurred by Grantor. Grantee shall obtain appropriate liability insurance to cover any of its employees, servants, agents or designees who enter upon the Premises for any activity related to the rights or duties arising under this agreement.
- b. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises by competent authority, and shall furnish Grantee with satisfactory evidence of payment upon request.
- c. Hold Harmless. Grantor shall defend, hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors

and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, including bodily injury or death, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with bodily injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Premises, regardless of cause.

- d. Condemnation. If the Premises is taken in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to no value of any such condemnation award paid to Grantor.

General Provisions

- a. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Premises.
- b. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- c. Rhode Island law. This Conservation Easement shall be and is deemed to be a conservation restriction under the laws of the State of Rhode Island only, and shall be construed and given effect in accordance with the laws of the State of Rhode Island and not otherwise.
- d. Severability. If any provision of this Conservation Easement or the application hereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Conservation Easement and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be effected thereby, and each term and provision of this Conservation Easement shall be valid and enforceable to the fullest extent permitted by law.
- e. Waiver. No consent or waiver, express or implied by either party to or of any breach in the performance by the other party of its agreements hereunder shall be construed as a consent or waiver to or of any breach in the performance by such party of the same or any other agreement. The failure on the part of either party to complain of any such action or inaction on the part of the other or to declare the other in default, no matter

how long such failure may continue, shall not be deemed to be a waiver by either party of any of its rights hereunder.

- f. Construction. This Conservation Easement shall not be construed, without regard to any presumption or other rule requiring construction, against the party causing this Conservation Easement to be drafted.

Amendments, Assigns and Transfers

- a. Assignment. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization authorized to acquire and hold conservation easements under R.I. General Laws 34-39-1 et seq. (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
- b. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest.

Signatory, Witness and Notary Clauses

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

Karen Montoya

By: Michael Schnack

Michael Schnack, President
Jamestown Town Council

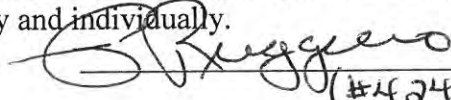
Karen Montoya

By: Quentin Anthony Pres

Quentin Anthony, President
Conanicut Island Land Trust

**STATE OF RHODE ISLAND
COUNTY OF NEWPORT**

In Jamestown, in said County and State, on the 6th day of August, 2012, before me personally appeared Michael Schnack, President of the Jamestown Town Council, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Town of Jamestown, and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, as President of and on behalf of said municipality and individually.

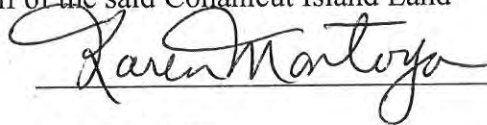

(#42475)

Notary Public
My Commission 12-4-2013

Expires: _____

**STATE OF RHODE ISLAND
COUNTY OF NEWPORT**

In Jamestown, in said County and State, on the 8 day of August, 2012, before me personally appeared Quentin Anthony, President of the Conanicut Island Land Trust, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Conanicut Island Land Trust and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, as President of and on behalf of the said Conanicut Island Land Trust and individually.



KAREN MONTOYA
NOTARY PUBLIC - RHODE ISLAND
ID #43174
MY COMMISSION EXPIRES 07-01-2014

Notary Public
My Commission

Expires: _____

Return original Conservation Easement to:

Conanicut Island Land Trust
P.O. Box 106
Jamestown, Rhode Island 02835

Exhibits:

- a. legal description of property
- b. property management plan

EXHIBIT A

Those certain lots or parcels of land, together with all the buildings and improvements thereon, situated in the Town of Jamestown, County of Newport, State of Rhode Island, bounded and described as follows:

Being located and described as Lots 178, 179, 180, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 198, 199, 200, 204, 205, 206, 217, 219, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 239, 240, 241, 248, 252, 256, 257, 264, 265, 266, 269, 294, 298, 299, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 530, 531, 532, 533, 534, 535, 536, 537 and 538 on that certain plat entitled "Jamestown Shores Plat No. 4, Owned by James G. Head, Scale 1" = 100', April 1947, E. Newman, Eng'r." and recorded in Hanging Plat Files 3A & 3B of the Land Evidence Records of said Town of Jamestown.

Being designated as Lots 42, 62, 63, 64, 65, 66, 67, 88, 111, 114, 140, 144, 168, 169, 171, 172, 193, 197, 198, 200, 201, 202, 230, 231, 232, 233, 234, 248, 249, 250, 252, 254, 256, 258, 285, 288, 289, 290, 314, 317, 318, 344, 345, 347, 348, 349, 350, 351, 358, 359, 363, 364, 365, 372, 373, 374, 375 and 378 on that certain plat entitled "Jamestown Shores Plat No. 1, Owned by James G. Head, Scale 1" = 100', March 1947, E. Newman, Eng'r." recorded in Hanging Plat File 1A of the Land Evidence Records of said Town of Jamestown, excepting those portions taken for state highway and freeway purposes on behalf of the State of Rhode Island and Providence Plantations by the Director of Transportation as shown on Plat No. 2120, recorded March 8, 1990 in Hanging Plat File 85A of the Land Evidence Records of said Town of Jamestown.

Being designated as Lots 34, 35, 37, 54, 55, 59, 66, 88, 89, 99, 189 and 221 on that certain plat entitled "Jamestown Shores Plat No. 3, Owned by James G. Head, Scale 1" = 100', April 1947, E. Newman, Eng'r." and recorded in Hanging Plat File 2A of the Land Evidence Records of said Town of Jamestown.

Being designated as Lot 104 on that certain plat entitled "Jamestown Shores Plat No. 2", Owned by James G. Head, Scale 1" = 100', April 1947, E. Newman, Eng'r." and recorded in Hanging Plat File 1B of the Land Evidence Records of said Town of Jamestown.

Being designated as Lots 12, 13, 39, 40, 41, 61, 62, 63, 65, 66, 90, 91, 95, 140 and 142 on that certain plat entitled "Jamestown Shores Plat No. 5, Owned by James G. Head, Scale 1" = 100', July 1947, E. Newman, Eng'r." and recorded in Hanging Plat File 4A of the Land Evidence Records of said Town of Jamestown.

Being that certain parcel containing 166,786 square feet, or 3.82 acres, commencing at the intersection of the westerly line of Beacon Avenue and the northerly line of Spirketing Street; thence running westerly in the northerly line of Spirketing Street for a distance of 284.62 feet to a point; thence turning an interior angle of 90° and running northerly in the easterly line of Stanchion Avenue for a distance of 305.36' to a point; thence turning an interior angle of 90° and running easterly for a distance of 200' to a point, bounded northerly by land now or formerly of State of Rhode Island Group Home; thence turning an interior angle of 270° and running northerly for a distance of 200', bounded westerly by land now or formerly of State of Rhode Island Group Home; thence turning an interior angle of 90° and running easterly in the southerly line of Backstay Street for a distance 200'; thence turning an interior angle of 90° and running southerly for a distance of 200', bounded easterly by land now or formerly of Vincent I. Moretti et ux; thence turning an interior angle of 270° and running easterly for a distance of 89.38' to a point, bounded northerly by land now or formerly of Vincent I. Moretti et ux; thence turning an interior angle of 64°-00'-49" and running southerly in the westerly line of Beacon Avenue for a distance of 279.66' to the point of curvature; thence, continuing southerly along the arc of a curve to the left, said curve having a radius of 463.39' and a central angle of 7°-13'-19" to the point and place of beginning; the first course and the chord of the last course forming an interior angle of 112°-22'-31". Being the same premises conveyed by deed of West Passage Development Corporation to the Town of Jamestown, dated and recorded January 31, 1984 in Book 82 at Page 667 and being a portion of the so-called "Pond" lot as shown on the above-referenced "Jamestown Shores Plat No. 5".

All of the above-referenced lots or parcels are subject to restrictions, conditions, easements and assessments of record; insofar as the same may be in force an applicable.

LEASE AGREEMENT

This Lease is made on this ~~1st~~ day of ~~April 2019~~~~April, 2007~~, by and between THE TOWN OF JAMESTOWN, a municipal corporation organized under the laws of the State of Rhode Island, hereinafter called Lessor, and NEW ENGLAND GOLF COURSE MANAGEMENT, INC., a duly organized and validly existing Rhode Island Business Corporation, hereinafter called Lessee, upon the following TERMS and CONDITIONS:

LEASE/USE

Lessor does, by these presents, lease and demise unto the Lessee the following described premises, hereinafter called the Demised Premises:

- a. All those certain lots or parcels of land located in the Town of Jamestown, County of Newport, State of Rhode Island, and further described as Assessor's Lot **283** on Plat **8** of the Tax Assessor for the Town of Jamestown.
- b. The ground floor of that certain building known as the Jamestown Country Club, including the pro shop, snack bar, locker room and garage. ~~Lessor and Lessee agree to execute an addendum to this Lease in order to update the definition of the Demised Premises upon the completion of the "New Golf Course Building". Said definition shall include, at a minimum, an area to be designated as a pro shop, snack bar, locker room, storage, garage, restroom and outside seating area. A new and garage.~~
- c. The primary use of that certain area known as the parking lot of the Jamestown Golf Course, said parking lot to be shared with the Lessor.

Formatted: Indent: Left: 1", First line: 0"

TERM OF LEASE

The initial term of this Lease shall be five (5) years from the date hereof, said period being that between ~~April 1~~~~April, 2019~~~~07~~ through December 31, ~~2024~~~~91~~. An option to extend this Lease for one additional five (5) year term may be exercised by the Lessee by giving written notice to the Lessor not more than twelve (12) months nor less than six (6) months prior to the expiration of the initial term of this Lease ~~and pursuant to the provisions of paragraph e. herein.~~ Such extended term shall be upon the same terms, covenants, and conditions as the initial term ~~except as explicitly stated herein. A second option to extend this Lease for an additional five (5) year term may be exercised by the Lessee by giving written notice to the Lessor not more than twelve (12) months nor less than six (6) months prior to the expiration of the option term. Such~~

second extension term shall be negotiated by the parties at the time of said extension and subject to terms and conditions being agreed upon by both the Lessee and Lessor.

RENT

The Lessee covenants and agrees to pay rent as follows:

a. Base Rent For Initial Term: One Hundred ~~Twenty-Five~~~~Seventy-two~~ Thousand (\$~~12572~~,000.00) Dollars per year for each of the first five (5) years of this Lease. Such amount shall be payable in four installments each year. The first installment of ~~Thirty-one~~~~Forty-three~~ Thousand ~~Two Hundred Fifty~~ (\$~~31,25043,000~~.00) Dollars shall be due on June 1st of each year of the Lease. The second installment of ~~Thirty-one~~~~Forty-two~~ Thousand ~~Two Hundred Fifty~~ (\$~~31,25043,000~~.00) shall be due and payable on August 1st of each year of this lease. The third installment of ~~Thirty-one~~~~Forty-two~~ Thousand ~~Two Hundred Fifty~~ (\$~~31,25043,000~~.00) shall be due and payable on October 1st of each year of this lease. The fourth (4th) installment of ~~Thirty-one~~~~Forty-two~~ Thousand ~~Two Hundred Fifty~~ (\$~~31,25043,000~~.00) Dollars shall be due and payable on January 1st of each year of this Lease. The rent shall be payable at the office of the Lessor or at such other place as the Lessor may designate in writing.

b. Additional Rent For Initial Term: Lessee shall be obligated to pay for the wastewater effluent water provided to Lessee from Lessor's waste water treatment facility, ~~water only when a wastewater effluent water filter is put in place by the Lessor and is made operational by the Lessor.~~ Said obligation to pay for effluent filter water, once due, shall be made along with the quarterly rent payments. ~~Lessee's obligation will not be prorated for that quarterly rental period if said filter is not in operational condition at the time the quarterly rental period begins.~~ Lessee is guaranteed to be the first source of effluent filtered water. Lessee agrees to pay to Lessor ~~Eight~~~~Four~~ Thousand (\$~~84,000~~.00) Dollars per year as additional rent paid on a quarterly basis, ~~for the first initial five (5) year term of this lease, to compensate the Lessor for the annual expenditures made by Lessor in order to amortize the costs of installing an wastewater effluent filter at its Sewer Treatment Plant, such filter permitting the Lessor to provide treated water for irrigation purposes to the golf course.~~ Such additional rental payments shall be made by the Lessee to the Lessor with each quarterly base rent payment. ~~In the event that Lessee discontinues the use of effluent water, said payment shall no longer be due and payable by Lessee, and shall commence upon the Lessee's receipt of written notice from Lessor of the commencement date. In addition, the Lessee shall successfully complete the items listed on Exhibit "A", referred to as "Golf Course Improvements".~~

e. ~~At the end of each year, the Lessee shall present a written statement to the Lessor, together with supporting evidence itemizing its expenditures, and describing all capital improvements made during those years. If Lessee exercises its option for the successive period of five (5) years and is determined by the Lessor not in default with the terms of the Lease and has substantially completed its capital improvements listed on Exhibit A, the Lessee shall be granted the extension for the second five (5) year term of this Lease.~~

c. ~~Base Rent~~ ~~For the First Five (5) Year Option Term shall be as follows:~~ One Hundred ~~EightySeventy-five~~ Thousand (\$~~18705,000.00~~) Dollars per year for each year during the five (5) year option, running from April 1, 20~~2512~~ through December 31, 20~~3016~~. Such amount shall be payable in four (4) installments each year. Said installment will be in the amount of Forty-~~Fivethree~~ Thousand ~~Seven Hundred Fifty~~ (\$~~453,70050.00~~) Dollars on June 1, 2012. The quarterly annual dates will be the same monthly dates as contained in the base rent section of this lease (a).

d. There shall be no change to the Rent payments in this Lease upon the completion and use of the New Golf Course Building.

e. ~~Additional rent For 5 Year Option Term: If the initial Lease term is extended for an addition five (5) year term, Lessee agrees to pay Lessor Twelve Thousand (\$12,000.00) Dollars per year for the effluent water filter, to be paid with the quarterly rent payments in the amount of Three Thousand (\$3,000.00) per payment as additional rent to compensate the Lessor for the annual expenses made by Lessor in providing said treated wastewater to Lessee for golf course irrigation purposes. This additional rent payment will be owed by Lessee provided said wastewater treatment filter is in operation and that Lessee is guaranteed to be the first source of effluent filtered water. In addition, the Lessee shall during the five (5) year option term complete the items listed on Exhibit "B" referred to as "new construction on the golf course". If, at any time during the initial or option term hereof, the Lessee, in good faith determines that it is desirable for the benefit of the golf course to substitute the installation or completion of any item referenced on Exhibit "B" with another item, the Lessee shall make such request in writing to the Lessor. Lessor shall not unreasonably withhold its consent to any such request provided that the times to be substituted are of approximately equal value and the Lessee provides such detail's descriptions and plans as the Lessor may reasonably request.~~

USE

The Lessee agrees to use the Demised Premises exclusively as a golf course, including but not limited to pro shop, and light service restaurant/snack bar with liquor license-snack bar for at least seveeight (78) months during each Lease year. Lease shall be permitted to use the Demised Premises for events and functions without requiring additional permission from Lessor. The Lessee may use the Demised Premises for only such other recreational uses as are approved in writing by the Lessor. The Lessee agrees not to discriminate against any person in the use of the premises because of his/her race, sex, religion, nationality, handicap, age, sexual preference or any other matter provided by applicable law.

CONSTRUCTION AND/OR IMPROVEMENTS MADE BY LESSEE DURING THE TERM OF THE LEASE

The Lessee may, from time to time, at its own cost and expense, alter, remodel, or change the interior of the Demised Premises, provided, however, that the same shall first be approved in writing by the Lessor, which approval shall not be unreasonably withheld. Lessee shall not make any substantial change in the configuration of the tees, greens, or holes or other changes to the overall configuration of the course without the prior written consent of the Lessor. Any such improvements shall be considered a part of the real estate and property of the Lessor. All capital improvements made by the Lessee during the term of this Lease shall remain the property of Lessor at the expiration of this Lease.

FEE SCHEDULE/TEE TERMS

~~Lessee shall set greens' fees and tee terms in Lessee's sole discretion. Lessee shall offer a discount on green fees to residents of the Town of Jamestown. The Lessee agrees that daily greens' fees and seasonal pass fees for golfing by Jamestown residents during the term of this Lease shall not increase by more than ten (10) percent over the fees charged to Jamestown residents in the year immediately preceding any lease year hereof and to continue to provide residents of Jamestown with a one (\$1.00) dollar discount on all green fees.~~

MAINTENANCE BY LESSOR

The Lessor shall maintain the building of which the Demises Premises are a part in good order, repair and condition and in compliance with all building and fire codes during the term of this Lease, including, but not limited to the roof, floor, exterior doors and window frames, gutters and down-spouts, plumbing, heating, septic, and electrical systems installed by the Lessor (but not including any machinery and equipment owned and installed by the Lessee), and the structure of said building, including foundation, footings, columns, exterior walls and stairways, and all public areas, elevators, sidewalks drainage facilities, the sewer plant pump, the pump next to the irrigation pond, the irrigation pond liner and fence, gasoline tank, and its pump, and cooking exhaust fan, except for wear and tear and damage by any act or negligence of the Lessee or any person or persons for which it is legally responsible. Lessor's duty to maintain the structure shall not include any item identified by Lessee as a "golf course improvement". The Lessor shall also provide and maintain the necessary mains and conduits carrying utility services to the Demised Premises. In the event of any damage caused by Lessor to the Demised Premises, Lessor shall repair said damage in a good and workman like manner.

MAINTENANCE BY LESSEE

The Lessee shall, at its sole cost and expense, keep and maintain the interior of the building of the Demised Premises in good order during the term of this Lease, including, without limitation, lighting, all fixtures, interior walls, floor coverings, ceilings, all wire and equipment, building appliances and similar equipment, except for reasonable wear and tear and damages by any act or negligence of the Lessor or any person or person for which it is legally responsible, and shall also replace and install any broken glass in windows and doors; provided, however, that if any damage to the interior of the Demised Premises or broken glass in windows and doors shall be caused by the occurrence of any risk insured against by the Lessor's insurance, the costs of which repairs of the replacement of such broken glass shall be borne by the Lessor to the extent of its recovery insurance proceeds therefore. In addition, the Lessee shall be responsible for maintaining any and all changes to the Demises Premises and equipment installed as "golf course improvements".

MAINTENANCE OF PARKING LOT

The Lessee agrees further to maintain said parking lot in good order, repair and condition and in a manner consistent with the safety of all vehicles and pedestrians, provided nevertheless, that Lessee shall not be responsible for the cost of snow plowing when the golf course and/or restaurant/snack bar is closed for the season. During the months and hours of operation of the Demised Premises, Lessee shall have priority with regards to available parking spaces.

MAINTENANCE OF GOLF COURSE

Lessee agrees to maintain the Demised Premises in a state of good condition and repair consistent with the standards of comparable golf courses in New England. The Lessee agrees that all chemicals used in connection with the maintenance and improvement of the premises shall be approved by federal, state and municipal governments, and the application of the same shall comply with all federal, state and municipal rules and regulations.

UTILITY CHARGES

The Lessee shall provide and pay for all heat, air-conditioning and electricity as may be required for the lease premises. The Lessee shall pay for its telephone or other service or

services furnished to the Demised Premises or to the Lessee with respect to its operations therein during the term of this Lease.

INDEMNIFICATION OF LESSOR BY LESSEE

The Lessee agrees to indemnify and defend the Lessor against, and to save it harmless from any and all claims of whatever nature, for injury or damage to persons or property in or about the Demised Premises from any cause, or arising from any accident, injury or damage, arising outside of the Demised Premises, resulting from an act, default, omission or any cause on the part of the Lessee or its employees, agents, contractors, licensees, business invitees, or guests.

PUBLIC LIABILITY INSURANCE

The Lessee shall, at its own cost and expense, obtain and maintain in continuous effect, a policy or policies of insurance with such company or companies as may be satisfactory to the Lessor, insuring against public liability on the Demised Premises, including the parking lot, in an amount not less than ~~Two~~ Two Million (\$2,000,000.00) Dollars per person, and Two Million (\$2,000,000.00) Dollars per accident, and against property damage in an amount of not less than One Hundred Thousand (\$100,000.00) Dollars. The Lessor shall be named as an insured in such insurance, and the certificate or certificates of such insurance shall be delivered to the Lessor. Said insurance shall not be cancelable, except upon ten (10) days' written notice to the Lessor. In the event Lessee is unable to obtain liability insurance, it may close its doors until it is able to acquire insurance.

FIRE, ETC. INSURANCE BY LESSOR

The Lessor shall, at all times during the term of this Lease, keep the building or other improvements on the Demised Premises continuously insured to the full replacement cost thereof under so-called all-risk insurance policies, which insure against fire, vandalism and malicious mischief, risks commonly insured against by extended coverage insurance and other perils and which contain a special replacement cost endorsement, such policies to be written by companies of recognized responsibility and financial standing duly-authorized to do business in the State of Rhode Island. Neither party hereto shall be liable to the other party of any insurer of any such other party with respect to any loss or damage to the real estate or tangible personal property of such other party resulting from or caused by the occurrence of any risk which is commonly

insured against such as fire, lightning, explosion, riot, smoke, civil commotion, aircraft, windstorm or vehicles, whether the occurrence of such risk shall be caused by any act or omission of a party hereto or any of its or their agents, servants, invitees, or contractors. The Lessor shall (a) cause the policies of insurance required to be carried hereunder to be endorsed to evidence the waiver of any liability under the preceding sentence; (b) cause the Demised Premises to be appraised for insurance purposes every three (3) years to determine the adequacy of the amount of insurance to be maintained by the Lessor hereunder; and (c) furnish to the Lessee upon request a certificate evidencing the insurance coverage maintained from time to time hereunder.

ENTRY BY LESSOR FOR REPAIRS

The Lessor, its servants and contractors, may at all reasonable times, and subject to the reasonable requirements of the Lessee, enter the Demised Premises to view and make, or arrange for the making of, such repairs to said premises as may be necessary or required by this Lease for it to make.

REPAIRS TO UTILITIES, ETC.

The Lessor reserves the right to place, maintain, repair and replace such utility facilities or lines, pipes, wires, and the like, over, upon and through the Demised Premises as may be necessary or advisable for servicing the Demised Premises or the entire building of which the Demised Premises are a part, including any public areas and the parking lot; provided, however that the Lessee's use of the Demised Premises shall be interfered with only temporarily by such placing, maintaining, repairing, and replacing.

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor may elect to repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. In the event that repairs cannot be made within sixty (60) days, Lessor, may, at its option, either make the repairs within a

reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, or terminate the Lease.

TAKING BY EMINENT DOMAIN

In case of a taking by eminent domain of the whole of the Demised Premises, then this Lease shall terminate as of the date of the actual taking of possession by the public authorities. In case of a taking as aforesaid of such portion of the Demised Premises as shall preclude the reasonable use of the premises as a golf course, either the Lessor or the Lessee may terminate this Lease by notice given to the other with thirty (30) days after the Lessee has been deprived by the taking authorities of physical possession of the premises taken.

ABATEMENT OF RENT

In the event that the Demised Premises or any part thereof shall be taken for any street or other public use, or the interior of the premise shall be destroyed or damaged by fire or other cause beyond the control of Lessee, or the exterior of the Demised Premises shall be damaged or out of repair during the term of this Lease, or any extension thereof, a just proportion of the rent reserved according to the nature, location and extent of the injuries sustained by the Demised Premises, or their lack of repair, shall be abated until the Lessor shall have repaired and restored the premises and put them in proper condition and made available for the Lessee's use and occupation; and in case of a taking as aforesaid; a just proportion of said rent, according to the size, location and use of the space taken, shall be abated during the remainder of the term of this Lease.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet any portion of the Demised Premises without the prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease. The transfer of a majority ownership interest of Lessee shall ~~constitute~~ constitute such an assignment. Notwithstanding the above, Lessee shall be permitted to assign, sell, or transfer any amount of ownership interest to a direct family member. Said transfer to a family member shall not void or terminate this Lease.

LESSOR'S REMEDIES ON DEFAULT

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the

performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and, if Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within that period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. If the Lessee shall be declared insolvent according to law, or if a receiver or other similar officer shall be appointed to take charge of the Lessee's property, or a substantial party thereof, then, and in each of the said cases, the Lessor lawfully may (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other situation as aforesaid continues, and without further demand or notice, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects, at Lessee's expense, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and, upon entry as aforesaid, this Lease shall terminate, and the Lessee shall remain obligated for all rental monies due for the remainder of the term. No failure to enforce any term of this Lease shall be deemed a waiver. Lessee agrees that Lessor shall have a security interest in, and a lien upon all personal property of Lessee for any and all monies due to Lessor, which are, from time to time during the time hereof, outstanding, which lien and/or security interest may be enforced by the sale of said property in accordance with the provisions and procedures set forth in Title 6A, Chapter 9 of the General Laws of Rhode Island 1956, as amended.

WAIVER

Failure on the part of the Lessor or the Lessee to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by either party of any of *its* right hereunder. A waiver of any provision hereof shall not be construed to be a waiver of any other provision hereof.

SERVICES BY LESSOR

With respect to any services to be furnished to Lessee, the Lessor shall in no event be liable for failure or delay to furnish the same when prevented from doing so by war, strikes, labor difficulties, lockouts, breakdown, accident, order or regulation of governmental authority, failure of supply, or inability, by exercise of reasonable diligence, to obtain supplies, parts or employees necessary to perform such services, or for any cause beyond Lessor's reasonable control, or for any cause due to any act or neglect on the part of the Lessee or its servants, agents, employees, licensees or any person claiming by, through or under the Lessee, or any termination for any reason of Lessor's occupancy of the premises from which the service is being supplied by the Lessor.

QUIET ENJOYMENT

The Lessee, subject to the terms *and* provisions of this Lease, on payment of the rent and observing, keeping and performing all of the terms and provisions herein contained on Lessee's part to be performed, kept and observed, shall peaceably and quietly hold and enjoy the premises hereby demised without hindrance, ejection or interruption by the Lessor or any person or persons claiming under it.

LESSEE'S ADDITIONAL COVENANTS

In addition to all other covenants and agreements of the Lessee contained in this Lease, the Lessee covenants and agrees at all times during the term hereof, and for any further time as it shall hold said premises or any part thereof, to pay when due all rent provided for herein; to make all necessary repairs to or replacements for the interior of the Demised Premises, pursuant to the terms of this agreement, and to keep the same in as good order, repair and condition as the same are in at the commencement of the term, or may be put in thereafter, reasonable wear and tear and damage by fire excepted; to make all those capital improvements and to do those projects as the same are described herein; to save the Lessor harmless from all loss and damage occasioned by the use of water in or the escape of water from the Demised Premises, or by the bursting or cracking of the water pipes within the Demised Premises, or the stopping or leakage of water, gas, sewer, stream or other pipes within the Demised Premises, including the sprinkler system; provided nevertheless, that as to piping installed by the Lessor, the Lessee shall only by

liable if such bursting, cracking or stoppage is the result of negligence of the Lessee; to remove its goods and effects, and those of all persons claiming under it, at the termination of expiration of this Lease, and will peaceably yield up said premises and all additions thereto to the Lessor, and leave the same clean and in such repair, order and condition as the same were in at the commencement of the term or may be put in during the continuance thereof, excepting only such alterations as are made or authorized by the Lessor, reasonable wear and tear, and damage by fire; not commit any nuisance, or overload the premises, not to carry on any business or occupation which shall be unlawful or contrary to any law or ordinance in force for the time being; not to do any act or things upon the premises which will make them un-insurable against fire or which is liable to increase the premium for fire insurance on the building; to keep the premises equipped with cash registers as required by law or ordinances, or any other regulation of any public authority because of the use made of said premises by the Lessee, and will make all repairs, alterations, replacements or additions as required (except for repairs, alterations, replacements or additions to the structure of the Demised Premises, which shall be the obligation of the Lessor); and will procure any authorizations or licenses required for Lessee's use of the premises; will permit the Lessor or its agents to enter at reasonable time to view the premises and make repairs or alterations necessary for the preservation and safety of the Demised Premises; will permit the Lessor to show the premises to others, and at any time within ninety (90) days before the expiration of the term to affix to any suitable part of the exterior of the premises as notice for letting or selling the premises.

REMOVAL OF PERSONAL PROPERTY

The Lessee may, at the termination of this Lease, remove all of its items of personal property which are not affixed to the real estate. All fixtures which are permanently attached to the premises shall remain in place and shall become the property of the Lessor upon the attaching of the same. The Lessee shall, at its own expense, remove all of its items of personal property at the termination of this Lease and shall repair any and all damage to the premises which may result from or be caused by the removal of such items of equipment or personal property from the Lessee.

HOLDING OVER

If Lessee holds over or continues in possession of the premises after the expiration of this Lease and without the execution of a new Lease, the tenancy thus created shall be at sufferance. All covenants, obligations, condition and agreements herein contained shall, so far as applicable, apply to all extensions of the terms hereof and to all holding over by the Lessee as a tenant at sufferance.

NOTICES

All notices that may be given hereunder by Lessor or Lessee shall be by registered or certified mail; address in the case of Lessor to Town of Jamestown, C/o Town Administrator, PO Box 377, Jamestown, Rhode Island 02835, or to such other address as Lessor may from time to time in writing give Lessee for this purpose; and all notices that may be given to Lessee shall be addressed to New England Golf Course Management, Inc., c/o Joseph Mistowski, 245 Conanicus Avenue, Jamestown, Rhode Island 02835.

RIGHTS OF LESSEE WITH RESPECT TO MORTGAGES

The Lessee agrees that its rights under this Lease shall be subordinate to the rights of any mortgage, provided that (a) the Lessee shall not be disturbed in its possession of the Demised Premises so long as the Lessee continues to pay all rental herein provided for and otherwise comply with the terms and conditions of this Lease, (b) anyone acquiring the Demised Premises or any part thereof from or through any mortgage, whether by exercise of power of sale, judicial foreclosure, or otherwise, shall take the Demised Premises or such part thereof subject in all respect to this Lease, provided that the Lease shall not at the time be in default under the term hereof.

RIGHT OF EACH PARTY TO PERFORM OTHER'S COVENANTS

Each party shall have the right at any time, after ten (10) days notice to the other party (or without notice in case of emergency or in case of any fine, penalty, interest or cost which may otherwise be imposed or incurred), to make any payment or perform any act required of such other party under any provision of this Lease, and in exercising such right, to incur necessary and

incidental costs and expenses, including reasonable counsel fees. Nothing herein shall imply any obligation on the part of the party, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed by the other party within ten (10) days after such payments, together with interest at the annual rate of twelve (12%) percent from the respective dates of the making of such payments or the incurring of such costs and expenses, to the party making and paying the same.

PERSONAL GUARANTEES

Joseph Mistowski and Harriet Mistowski, husband and wife and principals of Lessee, hereby guarantee, unconditionally and at all times, the payment when due of any and all indebtedness or liability of Lessee due to Lessor under the terms of this Lease. It shall not be necessary for Lessor, in order to enforce the terms of this Lease, to first institute suit or exhaust its legal remedies against Lessee. In the event of default of payment by Lessee, Lessor may proceed directly against Joseph Mistowski and Harriet Mistowski for the full amount due to Lessor.

ADDITIONAL PROVISIONS

Lessor and Lessee agree as follows:

1. Lessee shall provide the following improvements within the Initial term of this

Lease:

- Provide all related labor necessary to rebuild 10 USGA Greens;
- Expand the existing practice green by 1,000 square feet and construct a secondary practice green. Lessee shall work with Lessor regarding the location of the second practice green in relation to the new building;
- Provide all related labor necessary for the installation of a complete and automated irrigation system resulting in the distribution of fresh water to all greens on the course;
- Remove approximately 4,000 tons of spoils from the existing greens. The expansion of the existing pond on the second fairway is expected to generate approximately thirty-eight thousand (38,000) tons of materials. Lessee will use material from the expansion of the pond to expand the tees. Lessee shall

Commented [PR1]: I have no comment on these additional provisions and let it to the Town staff to evaluate and confirm these are the agreed upon terms of the parties.

not be obligated to use more material than is produced through the expansion as mentioned above;

- Construct an eighteen thousand square foot sod nursery
- Expand the current irrigation system by eight (8) heads in the immediate rough areas. Said areas to be cultivated and seeded.
- Install aeration system in effluent pond
- Reconstruct bunker faces and sod with tall fescue;
- Sliding doors on the maintenance barn will be replaced and the building will be washed and stained;
- Application of approximately fifty-four thousand (54,000) pounds of gypsum to be applied over a five (5) year term;
- Construct a 10 foot by 14 foot shelter on the 7th tee;

In the event that Lessee does not complete the above mentioned within the Initial period of this Lease, and Lessee does not exercises its first option to renew, Lessee shall complete any remaining items and Lessor shall allow Lessee access to the property to complete the same.

2. Lessor shall provide the following:

- All related Materials necessary for the irrigation system mentioned above;
- All related Materials necessary to rebuild ten (10) greens mentioned above;
- All related Permitting, engineering, and construction of the fresh water ponds;
- To provide permit, if necessary, for the electrical cable for the new irrigation system mentioned above.

3. Lessee agrees to communicate with Lessor when it appears that fresh water, non-effluent water, looks to be running low. At such time both parties agree to work together to formulate a watering plan in order to preserve the current and new greens.

SUCCESSORS AND ASSIGNS

All the covenants, conditions and provisions of this Lease shall apply to and inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the said Lessor and said Lessee, both as to rights and as to duties and liabilities, except with respect to the right of the Lessee to assign or sublet, which shall be subject to that paragraph entitled

Formatted: Superscript

Formatted: No bullets or numbering

Formatted: Left

Formatted: Left, Indent: Left: 2.25", First line: 0.25"

"ASSIGNMENT AND SUBLETTING" of this Lease.

ORDINANCES AND STATUTES

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

ATTORNEY'S FEES

In case suit should be brought for the recovery of the Demised Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

PARAGRAPH HEADINGS

The paragraph headings contained in this Lease are not a part hereof, but are inserted only for reference.

JURISDICTION

The parties agree that this Lease shall be deemed a Rhode Island contract and shall be governed by the laws of the State of Rhode Island.

RELEASE AT EXPIRATION

At the expiration of the term of this lease, provided the Lessee shall not be in default hereof, the Lessee shall be held harmless and indemnified from any liability which may arise at any point in time thereafter due to Lessee’s installation of the capital improvements.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, ~~Bruce Keiser~~Andrew Nota (as Manager of the Town Council of the Town of Jamestown), Joseph Mistowski (as President of New England Golf Course Management, Inc.) Joseph Mistowski (individually and as Guarantor), and Harriet Mistowski (individually and as Guarantor) have executed this Lease in triplicate on the date first above written.

TOWN OF JAMESTOWN

Witness
Administrator

By: _____
~~Bruce Keiser~~Andrew Nota, Town
Town of Jamestown
(Duly Authorized By The Town
Council)

Witness

By: _____
Joseph Mistowski, President
New England Golf Course
Management, Inc. (Duly Authorized)

Witness

By: _____
Joseph Mistowski, individually and
as guarantor

Witness

By: _____
Harriet Mistowski, individually and
as guarantor

Commented [PR2]: Same comment as before regarding officer status in the entity.

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, on the ____ day of _____, 201907, before me personally appeared ~~Andrew Nota Bruce Keiser~~, Town of Jamestown Town Administrator, to me known and known by me to be the party executing the foregoing instrument which he acknowledged said instrument, by him so executed, to be his free act and deed in said capacity as Town Administrator of the Town of Jamestown, and his free act and deed individually as well.

Notary Public
My Commission Expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, on the __ day of _____, 201907, before me personally appeared Joseph Mistowski, individually and in his capacity as President of New England Golf Course Management, Inc., to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him so executed, to be his free act and deed on behalf of said corporation and his free act and deed individually as well.

Notary Public
My Commission Expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, in said County, on the
____ day of _____, 2007, before
me personally appeared Joseph
Mistowski, to me known and known
by me to be the party executing the
foregoing instrument, and he
acknowledged said instrument, by
him so executed, to be his free act
and deed.

Notary Public:
My Commission Expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, in said County, on the
____ day of _____, 2007, before me
personally appeared Harriet
Mistowski, to me known and known
by me to be the party executing the
foregoing instrument, and she
acknowledged said instrument, by
her so executed, to be her free act
and deed.

Notary Public:
My Commission Expires:

Formatted: Style 5, Widow/Orphan control

Formatted: Style 5

Formatted: Style 5, Indent: Left: 0"

Formatted: Style 5

Formatted: Style 5, Indent: Left: 0"

Term Sheet

The undersigned hereby agree to enter into a long-term lease based upon the following general terms. The parties hereby acknowledge that the final lease will include more terms to be agreed upon by both parties prior to final execution.

1. Five-year lease: Base rent \$125,000.00
2. Option exercisable by Tenant for another 5 years
3. Base rent for Years 6-10: \$180,000

Operator Obligations:

- Provide the labor to rebuild 10 USGA Greens
- Expand existing practice green by 1,000 sq feet and construct a secondary 3,000 sq foot. (working with architect to locate 2nd practice green with new building-size)
- Provide labor to install irrigation system (town to supply materials)
- Remove 4,000 tons of spoils from existing greens. The expansion of the existing pond on the 2nd fairway will generate approximately 38,000 tons of material, said material will be used to expand approximately 17 tees, until spoil materials run out.
- Construct 18,000 square foot sod nursery.
- Expand current irrigation system by 8 heads in immediate rough areas. Areas to be cultivated and seeded.
- Install aeration system in effluent pond.
- Face of some bunkers will be reconstructed and sodded with tall fescue.
- Sliding doors on maintenance barn will be replaced and building washed and stained.
- Application of 54,000 lbs of gypsum to be applied over a 5 year term.
- Construct a 10'x14' shelter on the 7th tee.
- Reconstruct 12 bunkers and sod with Fescuse

Town Obligations:

- Supply materials for irrigation system
- Supply materials to rebuild 10 greens
- Permitting, engineering, and construction of fresh water ponds
- Town responsible for effluent pump per existing lease. Operator responsible for any damage to pumps caused by its proven negligence in operation.
- Town to provide permit, if necessary, for the electrical cable for the new irrigation system.

General Lease Provisions to be discussed and agreed upon:

- Provision in the lease that if the work agreed to be completed was not after the 5 years and the operator decided to not exercise his option that Joe would complete the work as agreed.
- Provision in the lease that if the course is able to function without the effluent water then the \$8,000 charge for effluent water would go away.

- Possible 2nd 5 year option to be exercised by Tenant with terms agreed upon by both parties (exercisable as early as year 9).

Executed in Jamestown, Rhode Island as of the _____ day of _____, 2019:

TOWN OF JAMESTOWN (Lessor)

By: Andrew E. Nota, Town Administrator
(Duly authorized representative)

New England Golf Course Management, Inc. (Lessee)

By: Joseph Mistowski, President
(Duly authorized representative)

LEASE AGREEMENT

This Lease is made on this 1st day of June, 2007, by and between THE TOWN OF JAMESTOWN, a municipal corporation organized under the laws of the State of Rhode Island, hereinafter called Lessor, and NEW ENGLAND GOLF COURSE MANAGEMENT, INC., a duly organized and validly existing Rhode Island Business Corporation, hereinafter called Lessee, upon the following TERMS and CONDITIONS:

LEASE/USE

Lessor does, by these presents, lease and demise unto the Lessee the following described premises, hereinafter called the Demised Premises:

- a. All those certain lots or parcels of land located in the Town of Jamestown, County of Newport, State of Rhode Island, and further described as Assessor's Lots 283 on Plat 8 of the Tax Assessor for the Town of Jamestown.
- b. The ground floor of that certain building known as the Jamestown Country Club, including the pro shop, snack bar, locker room and garage.
- c. The primary use of that certain area known as the parking lot of the Jamestown Golf Course, said parking lot to be shared with the Lessor.

TERM OF LEASE

The initial term of this Lease shall be five (5) years from the date hereof, said period being that between April 1, 2007 through December 31, 2011. An option to extend this Lease for one additional five (5) year term may be exercised by the Lessee by giving written notice to the Lessor not more than twelve (12) months nor less than six (6) months prior to the expiration of the initial term of this Lease and pursuant to the provisions of paragraph c. herein. Such extended term shall be upon the same terms, covenants, and conditions as the initial term.

RENT

The Lessee covenants and agrees to pay rent as follows:

- a. Base Rent For Initial Term: One Hundred Seventy-two Thousand (\$172,000.00) Dollars per year for each of the first five (5) years of this Lease. Such amount shall be payable in four installments each year. The first installment of Forty-three Thousand (\$43,000.00) Dollars shall be due on June 1st of each year of the Lease. The second installment of Forty-three Thousand (\$43,000.00) shall be due and payable on August 1st of each year of this lease. The third installment of Forty-three Thousand (\$43,000.00) shall be due and payable on October 1st

of each year of this lease. The fourth (4th) installment of Forty-three Thousand (\$43,000.00) Dollars shall be due and payable on January 1st of each year of this Lease. The rent shall be payable at the office of the Lessor or at such other place as the Lessor may designate in writing.

b. **Additional Rent For Initial Term:** Lessee shall be obligated to pay for the wastewater effluent water provided to Lessee from Lessor's waste water treatment facility water only when a wastewater effluent water filter is put in place by the Lessor and is made operational by the Lessor. Said obligation to pay for effluent filter water, once due, shall be made along with the quarterly rent payments. Lessee's obligation will not be prorated for that quarterly rental period if said filter is not in operational condition at the time the quarterly rental period begins. Lessee is guaranteed to be the first source of effluent filtered water. Lessee agrees to pay to Lessor Eight Thousand (\$8,000.00) Dollars per year as additional rent, paid on a quarterly basis for the first initial five (5) year term of this lease to compensate the Lessor for the annual expenditures made by Lessor in order to amortize the costs of installing an wastewater effluent filter at its Sewer Treatment Plant, such filter permitting the Lessor to provide treated water for irrigation purposes to the golf course. Such additional rental payments shall be made by the Lessee to the Lessor with each quarterly base rent payment and shall commence upon the Lessee's receipt of written notice from Lessor of the commencement date. In addition, the Lessee shall successfully complete the items listed on Exhibit "A", referred to as "Golf Course Improvements".

c. At the end of each year, the Lessee shall present a written statement to the Lessor, together with supporting evidence itemizing its expenditures, and describing all capital improvements made during those years. If Lessee exercises its option for the successive period of five (5) years and is determined by the Lessor not in default with the terms of the Lease and has substantially completed its capital improvements listed on Exhibit A, the Lessee shall be granted the extension for the second five (5) year term of this Lease.

d. **Base Rent For Five (5) Year Option Term:** One Hundred Seventy-five Thousand (\$175,000.00) Dollars per year for each year during the five (5) year option, running from April 1, 2012 through December 31, 2016. Such amount shall be payable in four (4) installments each year. Said installment will be in the amount of Forty-three Thousand Seven Hundred Fifty (\$43,750.00) Dollars on June 1, 2012. The quarterly annual dates will be the same monthly dates as contained in the base rent section of this lease (a).

e. **Additional rent For 5 Year Option Term:** If the initial Lease term is extended for an addition five (5) year term, Lessee agrees to pay Lessor Eight Thousand (\$8,000.00) Dollars per year for the effluent water filter, to be paid with the quarterly rent payments in the amount of Two Thousand (\$2,000.00) per payment as additional rent to compensate the Lessor for the annual expenses made by Lessor in providing said treated wastewater to Lessee for golf course irrigation purposes. This additional rent payment will be owed by Lessee provided said wastewater treatment filter is in operation and that Lessee is guaranteed to be the first source of effluent filtered water. In addition, the Lessee shall during the five (5) year option term complete the items listed on Exhibit "B" referred to as "new construction on the golf course". If, at any time during the initial or option term hereof, the Lessee, in good faith determines that it is desirable for the benefit of the golf course to substitute the installation or completion of any item

referenced on Exhibit "B" with another item, the Lessee shall make such request in writing to the Lessor. Lessor shall not unreasonably withhold its consent to any such request provided that the times to be substituted are of approximately equal value and the Lessee provides such detail's descriptions and plans as the Lessor may reasonably request.

USE

The Lessee agrees to use the Demised Premises exclusively as a golf course and snack bar for at least eight (8) months during each Lease year. The Lessee may use the Demised Premises for only such other recreational uses as are approved in writing by the Lessor. The Lessee agrees not to discriminate against any person in the use of the premises because of his/her race, sex, religion, nationality, handicap, age, sexual preference or any other matter provided by applicable law.

CONSTRUCTION AND/OR IMPROVEMENTS MADE BY LESSEE DURING THE TERM OF THE LEASE

The Lessee may, from time to time, at its own cost and expense, alter, remodel, or change the interior of the Demised Premises, provided, however, that the same shall first be approved in writing by the Lessor, which approval shall not be unreasonably withheld. Lessee shall not make any substantial change in the configuration of the tees, greens, or holes or other changes to the overall configuration of the course without the prior written consent of the Lessor. Any such improvements shall be considered a part of the real estate and property of the Lessor. All capital improvements made by the Lessee during the term of this Lease shall remain the property of Lessor at the expiration of this Lease.

FEE SCHEDULE/TEE TERMS

The Lessee agrees that daily greens' fees and seasonal pass fees for golfing by Jamestown residents during the term of this Lease shall not increase by more than ten (10) percent over the fees charged to Jamestown residents in the year immediately preceding any lease year hereof and to continue to provide residents of Jamestown with a one (\$1.00) dollar discount on all green fees.

MAINTENANCE BY LESSOR

The Lessor shall maintain the building of which the Demises Premises are a part in good order, repair and condition and in compliance with all building and fire codes during the term of this Lease, including, but not limited to the roof, floor, exterior doors and window frames, gutters and down-spouts, plumbing, heating, septic, and electrical systems installed by the Lessor (but

not including any machinery and equipment owned and installed by the Lessee), and the structure of said building, including foundation, footings, columns, exterior walls and stairways, and all public areas, elevators, sidewalks drainage facilities, the sewer plant pump, the pump next to the irrigation pond, the irrigation pond liner and fence, gasoline tank, and its pump, and cooking exhaust fan, except for wear and tear and damage by any act or negligence of the Lessee or any person or persons for which it is legally responsible. Lessor's duty to maintain the structure shall not include any item identified by Lessee as a "golf course improvement". The Lessor shall also provide and maintain the necessary mains and conduits carrying utility services to the Demised Premises.

MAINTENANCE BY LESSEE

The Lessee shall, at its sole cost and expense, keep and maintain the interior of the building of the Demised Premises in good order during the term of this Lease, including, without limitation, lighting, all fixtures, interior walls, floor coverings, ceilings, all wire and equipment, building appliances and similar equipment, except for reasonable wear and tear and damages by any act or negligence of the Lessor or any person or person for which it is legally responsible, and shall also replace and install any broken glass in windows and doors; provided, however, that if any damage to the interior of the Demised Premises or broken glass in windows and doors shall be caused by the occurrence of any risk insured against by the Lessor's insurance, the costs of which repairs of the replacement of such broken glass shall be borne by the Lessor to the extent of its recovery insurance proceeds therefore. In addition, the Lessee shall be responsible for maintaining any and all changes to the Demises Premises and equipment installed as "golf course improvements".

MAINTENANCE OF PARKING LOT

The Lessee agrees further to maintain said parking lot in good order, repair and condition and in a manner consistent with the safety of all vehicles and pedestrians, provided nevertheless, that Lessee shall not be responsible for the cost of snow plowing when the golf course and/or snack bar is closed for the season.

MAINTENANCE OF GOLF COURSE

Lessee agrees to maintain the Demised Premises in a state of good condition and repair consistent with the standards of comparable golf courses in New England. The Lessee agrees that all chemicals used in connection with the maintenance and improvement of the premises

shall be approved by federal, state and municipal governments, and the application of the same shall comply with all federal, state and municipal rules and regulations.

UTILITY CHARGES

The Lessee shall provide and pay for all heat, air-conditioning and electricity as may be required for the lease premises. The Lessee shall pay for its telephone or other service or services furnished to the Demised Premises or to the Lessee with respect to its operations therein during the term of this Lease.

INDEMNIFICATION OF LESSOR BY LESSEE

The Lessee agrees to indemnify and defend the Lessor against, and to save it harmless from any and all claims of whatever nature, for injury or damage to persons or property in or about the Demised Premises from any cause, or arising from any accident, injury or damage, arising outside of the Demised Premises, resulting from an act, default, omission or any cause on the part of the Lessee or its employees, agents, contractors, licensees, business invitees, or guests.

PUBLIC LIABILITY INSURANCE

The Lessee shall, at its own cost and expense, obtain and maintain in continuous effect, a policy or policies of insurance with such company or companies as may be satisfactory to the Lessor, insuring against public liability on the Demised Premises, including the parking lot, in an amount not less than Two Million (\$2,000,000.00) Dollars per person, and Two Million (\$2,000,000.00) Dollars per accident, and against property damage in an amount of not less than One Hundred Thousand (\$100,000.00) Dollars. The Lessor shall be named as an insured in such insurance, and the certificate or certificates of such insurance shall be delivered to the Lessor. Said insurance shall not be cancelable, except upon ten (10) days' written notice to the Lessor. In the event Lessee is unable to obtain liability insurance, it may close its doors until it is able to acquire insurance.

FIRE, ETC. INSURANCE BY LESSOR

The Lessor shall, at all times during the term of this Lease, keep the building or other improvements on the Demised Premises continuously insured to the full replacement cost thereof under so-called all-risk insurance policies, which insure against fire, vandalism and malicious mischief, risks commonly insured against by extended coverage insurance and other perils and which contain a special replacement cost endorsement, such policies to be written by companies

of recognized responsibility and financial standing duly-authorized to do business in the State of Rhode Island. Neither party hereto shall be liable to the other party of any insurer of any such other party with respect to any loss or damage to the real estate or tangible personal property of such other party resulting from or caused by the occurrence of any risk which is commonly insured against such as fire, lightning, explosion, riot, smoke, civil commotion, aircraft, windstorm or vehicles, whether the occurrence of such risk shall be caused by any act or omission of a party hereto or any of its or their agents, servants, invitees, or contractors. The Lessor shall (a) cause the policies of insurance required to be carried hereunder to be endorsed to evidence the waiver of any liability under the preceding sentence; (b) cause the Demised Premises to be appraised for insurance purposes every three (3) years to determine the adequacy of the amount of insurance to be maintained by the Lessor hereunder; and (c) furnish to the Lessee upon request a certificate evidencing the insurance coverage maintained from time to time hereunder.

ENTRY BY LESSOR FOR REPAIRS

The Lessor, its servants and contractors, may at all reasonable times, and subject to the reasonable requirements of the Lessee, enter the Demised Premises to view and make, or arrange for the making of, such repairs to said premises as may be necessary or required by this Lease for it to make.

REPAIRS TO UTILITIES, ETC.

The Lessor reserves the right to place, maintain, repair and replace such utility facilities or lines, pipes, wires, and the like, over, upon and through the Demised Premises as may be necessary or advisable for servicing the Demised Premises or the entire building of which the Demised Premises are a part, including any public areas and the parking lot; provided, however that the Lessee's use of the Demised Premises shall be interfered with only temporarily by such placing, maintaining, repairing, and replacing.

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor may elect to repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs

shall interfere with the business of Lessee on the premises. In the event that repairs cannot be made within sixty (60) days, Lessor, may, at its option, either make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, or terminate the Lease.

TAKING BY EMINENT DOMAIN

In case of a taking by eminent domain of the whole of the Demised Premises, then this Lease shall terminate as of the date of the actual taking of possession by the public authorities. In case of a taking as aforesaid of such portion of the Demised Premises as shall preclude the reasonable use of the premises as a golf course, either the Lessor or the Lessee may terminate this Lease by notice given to the other with thirty (30) days after the Lessee has been deprived by the taking authorities of physical possession of the premises taken.

ABATEMENT OF RENT

In the event that the Demised Premises or any part thereof shall be taken for any street or other public use, or the interior of the premise shall be destroyed or damaged by fire or other cause beyond the control of Lessee, or the exterior of the Demised Premises shall be damaged or out of repair during the term of this Lease, or any extension thereof, a just proportion of the rent reserved according to the nature, location and extent of the injuries sustained by the Demised Premises, or their lack of repair, shall be abated until the Lessor shall have repaired and restored the premises and put them in proper condition and made available for the Lessee's use and occupation; and in case of a taking as aforesaid; a just proportion of said rent, according to the size, location and use of the space taken, shall be abated during the remainder of the term of this Lease.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet any portion of the Demised Premises without the prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease. The transfer of a majority ownership interest of Lessee shall continue such an assignment.

LESSOR'S REMEDIES ON DEFAULT

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and, if Lessee does not cure any such default within ten (10) days, after the giving

of such notice (or if such other default is of such nature that it cannot be completely cured within that period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. If the Lessee shall be declared insolvent according to law, or if a receiver or other similar officer shall be appointed to take charge of the Lessee's property, or a substantial party thereof, then, and in each of the said cases, the Lessor lawfully may (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other situation as aforesaid continues, and without further demand or notice, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects, at Lessee's expense, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and, upon entry as aforesaid, this Lease shall terminate, and the Lessee shall remain obligated for all rental monies due for the remainder of the term. No failure to enforce any term of this Lease shall be deemed a waiver. Lessee agrees that Lessor shall have a security interest in, and a lien upon all personal property of Lessee for any and all monies due to Lessor, which are, from time to time during the time hereof, outstanding, which lien and/or security interest may be enforced by the sale of said property in accordance with the provisions and procedures set forth in Title 6A, Chapter 9 of the General Laws of Rhode Island 1956, as amended.

WAIVER

Failure on the part of the Lessor or the Lessee to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by either party of any of *its* right hereunder. A waiver of any provision hereof shall not be construed to be a waiver of any other provision hereof.

SERVICES BY LESSOR

With respect to any services to be furnished to Lessee, the Lessor shall in no event be

liable for failure or delay to furnish the same when prevented from doing so by war, strikes, labor difficulties, lockouts, breakdown, accident, order or regulation of governmental authority, failure of supply, or inability, by exercise of reasonable diligence, to obtain supplies, parts or employees necessary to perform such services, or for any cause beyond Lessor's reasonable control, or for any cause due to any act or neglect on the part of the Lessee or its servants, agents, employees, licensees or any person claiming by, through or under the Lessee, or any termination for any reason of Lessor's occupancy of the premises from which the service is being supplied by the Lessor.

QUIET ENJOYMENT

The Lessee, subject to the terms *and* provisions of this Lease, on payment of the rent and observing, keeping and performing all of the terms and provisions herein contained on Lessee's part to be performed, kept and observed, shall peaceably and quietly hold and enjoy the premises hereby demised without hindrance, ejection or interruption by the Lessor or any person or persons claiming under it.

LESSEE'S ADDITIONAL COVENANTS

In addition to all other covenants and agreements of the Lessee contained in this Lease, the Lessee covenants and agrees at all times during the term hereof, and for any further time as it shall hold said premises or any part thereof, to pay when due all rent provided for herein; to make all necessary repairs to or replacements for the interior of the Demised Premises and to keep the same in as good order, repair and condition as the same are in at the commencement of the term, or may be put in thereafter, reasonable wear and tear and damage by fire excepted; to make all those capital improvements and to do those projects as the same are described herein; to save the Lessor harmless from all loss and damage occasioned by the use of water in or the escape of water from the Demised Premises, or by the bursting or cracking of the water pipes within the Demised Premises, or the stopping or leakage of water, gas, sewer, stream or other pipes within the Demised Premises, including the sprinkler system; provided nevertheless, that as to piping installed by the Lessor, the Lessee shall only be liable if such bursting, cracking or stoppage is the result of negligence of the Lessee; to remove its goods and effects, and those of all persons claiming under it, at the termination or expiration of this Lease, and will peaceably yield up said premises and all additions thereto to the Lessor, and leave the same clean and in

such repair, order and condition as the same were in at the commencement of the term or may be put in during the continuance thereof, excepting only such alterations as are made or authorized by the Lessor, reasonable wear and tear, and damage by fire; not commit any nuisance, or overload the premises, not to carry on any business or occupation which shall be unlawful or contrary to any law or ordinance in force for the time being; not to do any act or things upon the premises which will make them un-insurable against fire or which is liable to increase the premium for fire insurance on the building; to keep the premises equipped with cash registers as required by law or ordinances, or any other regulation of any public authority because of the use made of said premises by the Lessee, and will make all repairs, alterations, replacements or additions as required (except for repairs, alterations, replacements or additions to the structure of the Demised Premises, which shall be the obligation of the Lessor); and will procure any authorizations or licenses required for Lessee's use of the premises; will permit the Lessor or its agents to enter at reasonable time to view the premises and make repairs or alterations necessary for the preservation and safety of the Demised Premises; will permit the Lessor to show the premises to others, and at any time within ninety (90) days before the expiration of the term to affix to any suitable part of the exterior of the premises as notice for letting or selling the premises.

REMOVAL OF PERSONAL PROPERTY

The Lessee may, at the termination of this Lease, remove all of its items of personal property which are not affixed to the real estate. All fixtures which are permanently attached to the premises shall remain in place and shall become the property of the Lessor upon the attaching of the same. The Lessee shall, at its own expense, remove all of its items of personal property at the termination of this Lease and shall repair any and all damage to the premises which may result from or be caused by the removal of such items of equipment or personal property from the Lessee.

HOLDING OVER

If Lessee holds over or continues in possession of the premises after the expiration of this Lease and without the execution of a new Lease, the tenancy thus created shall be at sufferance. All covenants, obligations, condition and agreements herein contained shall, so far as applicable, apply to all extensions of the terms hereof and to all holding over by the Lessee as a tenant at

sufferance.

NOTICES

All notices that may be given hereunder by Lessor or Lessee shall be by registered or certified mail; address in the case of Lessor to Town of Jamestown, C/o Town Administrator, PO Box 377, Jamestown, Rhode Island 02835, or to such other address as Lessor may from time to time in writing give Lessee for this purpose; and all notices that may be given to Lessee shall be addressed to New England Golf Course Management, Inc., c/o Joseph Mistowski, 245 Conanicus Avenue, Jamestown, Rhode Island 02835.

RIGHTS OF LESSEE WITH RESPECT TO MORTGAGES

The Lessee agrees that its rights under this Lease shall be subordinate to the rights of any mortgage, provided that (a) the Lessee shall not be disturbed in its possession of the Demised Premises so long as the Lessee continues to pay all rental herein provided for and otherwise comply with the terms and conditions of this Lease, (b) anyone acquiring the Demised Premises or any part thereof from or through any mortgage, whether by exercise of power of sale, judicial foreclosure, or otherwise, shall take the Demised Premises or such part thereof subject in all respect to this Lease, provided that the Lease shall not at the time be in default under the term hereof.

RIGHT OF EACH PARTY TO PERFORM OTHER'S COVENANTS

Each party shall have the right at any time, after ten (10) days notice to the other party (or without notice in case of emergency or in case of any fine, penalty, interest or cost which may otherwise be imposed or incurred), to make any payment or perform any act required of such other party under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable counsel fees. Nothing herein shall imply any obligation on the part of the party, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed by the other party within ten (10) days after such payments, together with interest at the annual rate of twelve

(12%) percent from the respective dates of the making of such payments or the incurring of such costs and expenses, to the party making and paying the same.

PERSONAL GUARANTEES

Joseph Mistowski and Harriet Mistowski, husband and wife and principals of Lessee, hereby guarantee, unconditionally and at all times, the payment when due of any and all indebtedness or liability of Lessee due to Lessor under the terms of this Lease. It shall not be necessary for Lessor, in order to enforce the terms of this Lease, to first institute suit or exhaust its legal remedies against Lessee. In the event of default of payment by Lessee, Lessor may proceed directly against Joseph Mistowski and Harriet Mistowski for the full amount due to Lessor.

SUCCESSORS AND ASSIGNS

All the covenants, conditions and provisions of this Lease shall apply to and inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the said Lessor and said Lessee, both as to rights and as to duties and liabilities, except with respect to the right of the Lessee to assign or sublet, which shall be subject to that paragraph entitled "**ASSIGNMENT AND SUBLETTING**" of this Lease.

ORDINANCES AND STATUTES

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

ATTORNEY'S FEES

In case suit should be brought for the recovery of the Demised Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

PARAGRAPH HEADINGS

The paragraph headings contained in this Lease are not a part hereof, but are inserted only for reference.

JURISDICTION

The parties agree that this Lease shall be deemed a Rhode Island contract and shall be governed by the laws of the State of Rhode Island.

RELEASE AT EXPIRATION


At the expiration of the term of this lease, provided the Lessee shall not be in default hereof, the Lessee shall be held harmless and indemnified from any liability which may arise at any point in time thereafter due to Lessee's installation of the capital improvements.

ENTIRE AGREEMENT

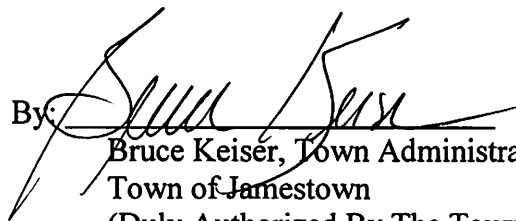
The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, Bruce Keiser (as Manager of the Town Council of the Town of Jamestown), Joseph Mistowski (as President of New England Golf Course Management, Inc.) Joseph Mistowski (individually), and Harriet Mistowski (individually and as Guarantor) have executed this Lease in triplicate on the date first above written.

TOWN OF JAMESTOWN



Witness

By: 

Bruce Keiser, Town Administrator
Town of Jamestown
(Duly Authorized By The Town Council)

Debra A. Shea
Witness

By: Joseph Mistowski
Joseph Mistowski, President
New England Golf Course
Management, Inc. (Duly Authorized)

Debra A. Shea
Witness

By: Joseph Mistowski
Joseph Mistowski, individually and
as guarantor

Debra A. Shea
Witness

By: Harriet Mistowski
Harriet Mistowski, individually and
as guarantor

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, on the 5 day of July, 2007, before me personally appeared Bruce Keiser, Town of Jamestown Town Administrator, to me known and known by me to be the party executing the foregoing instrument which he acknowledged said instrument, by him so executed, to be his free act and deed in said capacity as Town Administrator of the Town of Jamestown, and his free act and deed individually as well.

Denise A. Jennings
Notary Public
My Commission Expires:

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

DENISE A. JENNINGS
NOTARY PUBLIC
STATE OF RHODE ISLAND
COMMISSION EXPIRES
AUGUST 6, 2009

In Jamestown, on the 5 day of July, 2007, before me personally appeared Joseph Mistowski, President of New England Golf Course Management, Inc., to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him so executed, to be his free act and deed on behalf of said corporation and his free act and deed individually as well.

Denise A. Jennings
Notary Public
My Commission Expires:

DENISE A. JENNINGS
NOTARY PUBLIC
STATE OF RHODE ISLAND
COMMISSION EXPIRES
AUGUST 6, 2009

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, in said County, on the 5 day of July, 2007, before me personally appeared Joseph Mistowski, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him so executed, to be his free act and deed.

Denise A. Jennings
Notary Public:

My Commission Expires:

DENISE A. JENNINGS
NOTARY PUBLIC
STATE OF RHODE ISLAND
COMMISSION EXPIRES
AUGUST 6, 2009

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Jamestown, in said County, on the day of 5th July, 2007, before me personally appeared Harriet Mistowski, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her so executed, to be her free act and deed.

Denise A. Jennings
Notary Public:

My Commission Expires:

DENISE A. JENNINGS
NOTARY PUBLIC
STATE OF RHODE ISLAND
COMMISSION EXPIRES
AUGUST 6, 2009

Golf Course Improvements

Lease Years 2007-2011

Exhibit A

Tree Planting

\$26,500-

Transplant using a tree spade 25 cedar trees (30 ft. +) tall
Berm, stake, water as required, spray with an anti-transpirants and maintain
Trees are located on Town property next to Seppe Farm

Plant 25 (8-10ft) spruce and fir trees.

Haul, plant using backhoe, berm, water as required, spray with anti-transpirants, and maintain.

Plant 10 (8-10 ft) deciduous trees. Haul, plant using backhoe, berm, stake, fertilize and water as required. These accent trees will be planted throughout the course.

Planting sites are selected where liability issues exist. Golf course design and hole playability will have second preference.

Trees will be planted behind #1 green, along left side #2 fairway, rough area between holes 3 and 4, left side of #6 fairway, left side #8 fairway, left corner of #8 green and behind and to the left of #9 green.

Plant 20 full grown (5' diameter) Pfitzers and Hedsi Junipers. Areas include behind practice green, left side #1 fairway, right side #2 fairway to screen brush pile. Left side #2 fairway along mounds.

Plant and establish ornamental grasses throughout the golf course. (Approx. 15 sites)
Most areas will be around huge boulders too big to move.

Stump, Boulders, Tree Removal & Aerial Tree Sanitizing

\$68,000-

Remove approx. 77 stumps

Remove approx. 180 boulders.

Backfill holes, tamp, settle, seed/sod, fertilize and establish turf. Follow with multiple top dressings.

Remove approx. 20 dead trees (30 Ft+ tall)

Purchase telescopic power tree trimmer. Trim tops of approx. 20 deciduous trees.

Backfill approx. 25 sink holes. Tamp, settle, seed/sod, fertilize, and establish turf.
Follow with multiple top dressings.

Tee and Bunker Expansion

\$30,000-

Expand red tees on holes # 1-2-4-7-8-9
Approx. 2,870 Sq. Ft. (Additional tee surface)

Rebuild and expand existing blue tees on holes #3 and #9. Approx. 2,500 sq ft
(new tee surface)

Add approx. 300 cu. yds. topsoil

Add Toro 730 automatic sprinkler head on blue tee #3

Grade, shape, fertilize, sod and topdress several times.

Extend fairway bunker on hole #1 Approx 200 sq ft to the East. Cut, shape and add 10
yards of bunker sand.

Construct berms along 9 bunkers on holes # 1-3-6-7-8. Purpose is to prevent washout
during heavy rains.

Install approx. 3120 linear feet of drainage pipe

\$45,000-

Areas include:

#1 Fairway 747 linear feet

#2 Fairway 663 linear feet

#2 Behind green 180 linear feet

#3 Fairway 180 linear feet

#4 Rough 468 linear feet

#9 Fairway 890 linear feet

Material will include 4" perforated ADS pipe encompassed in pea stone with 3"-4" top
layer coarse sand.

Approximately 30 catch basins incorporated throughout design.

Trenches to be seeded with appropriate seed for each area.

Trenches to be topdressed using straight sand.

A 1,500 gallon concrete tank will be used on #9 hole as a catch basin. Water will be
pumped from tank to adjacent pond using 115 volt sump pump.

Tank area to be bowled out and sodded.

Greens Covers

\$16,000-

Install 26,000 sq ft of specially manufactured greens covers with 7 year warranty.

Covers will be used during the winter months on an annual basis. Covers will be
removed daily during late winter and early spring to enable turf to harden.

Greens # 1,4, 5, 8 and 9 will be covered.

Purchase new 30x50 vinyl tent. \$6,000
Area in back of clubhouse will be further landscaped, including rebuilding lattice work..

Construct 10 concrete pads. \$1,500-
Pads will be located at each ball washer/trash can station. This will improve aesthetics and extend life of the cans.

Apply 80,000 lbs of Calcium Magnesium to all fairways and immediate rough over a 5 year period. \$12,000-

Apply 40,000 lbs. Gypsum to all greens, tees, collars and approaches over a 10 year period. \$14,000-

Parking Lot \$7,000-

Stripe entire parking lot 2 times..
Construct 2 berms using asphalt at both entrances from Conanicus Ave. to prevent rain water from coming into parking area and eventually to the golf course.
Construct berm along entrance into clubhouse to divert rain water and prevent inside flooding.
Pave approx. 2,000 sq. ft. under new pavilion area. Construct 10'x20' pressured treated deck on west side of clubhouse.
Purchase and grade approx 20 tons of washed stone along west side of parking lot.

Clubhouse \$24,000-

Replace 660 sq. ft. of existing rubber mats.
Sand surface area to rid old glue and paint
Tile men's and women's restrooms.

J.P.M.

~~Install air conditioning.~~

Install 20 gal. commercial electric hot water heater for front counter use.
Install 2 wall mounted exhaust fans located on the north and south ends of the clubhouse.

Remove existing carpeting. Replace with new carpeting.
Repair, wash, paint/varnish all walls and ceilings.
Replace lighting fixtures in dining area with 17 recessed lighting fixtures.
Construct 20 linear feet shelves in storage room.
Replace existing 60 amp service behind bar area with 125 amp service.
Replace propane lines into building.
Replace 6' radiator in men's restroom.
Replace 3x6 wall board and tile in men's restroom.

*J.P.M. - Install EXHAUST FAN in clubhouse in place of AC.
- Install SCREEN DOOR in clubhouse entry way with double acting hinges.*

Rebuild foot and handrail along entire bar area.
Replace 8' of cabinetry and sinks behind bar.
Replace 18' sewer line behind bar.

Maintenance Building and Adjacent Outside Area \$10,000-

Construct 7x24 ft built-in shelving inside building
Install eye wash station to meet OSHA requirements.
Construct 15'x15' equipment wash-off pad. System will use effluent water for equipment washing.

Install 500 gal. diesel fuel tank

1. Build concrete pad to set tank on
2. Install (4) 4 foot by 4" diameter concrete filled metal pipe around perimeter of pad.
3. Tank will have 115 volt electric pump.
4. Area will be landscaped.
5. Lessee will retain possession of tank.
6. Screen propane tank (used for heating shop) and diesel fuel tank with plant materials.

Irrigation Expansion & Rough Re-Construction \$8,000-

Install 3 Toro automatic 670 heads on left side of #8 rough. Cultivate, overseed, smooth with multiple topdressings 30,000 sq ft of rough.

Install 2 Toro automatic 670 heads along right side #4 rough. Smooth with multiple topdressings approx. 20,000 sq ft of rough.

Install 1 Toro 670 automatic sprinkler head on #3 Blue Tee.
Install quick coupling valves on greens #3, #7 and #8

Greens Overseeding Program \$10,000-

Overseed all greens twice annually using a Quad Tine Overseeder
Apply 25 lbs. Creeping Bentgrass annually.
Apply growth regulator annually.
Purpose is to effectively change 30%-40% turf species from Annual Bluegrass (a weed) to Creeping Bentgrass. \$2,000-yr. X 10 yr. = \$20,000-

Landscape Front of Clubhouse \$24,000-

Remove and replant existing yews in front and on the south side of building. No guarantee of establishment.

Remove existing sod.
 Add topsoil.
 Install 150 linear feet of underground irrigation system.
 Incorporate plant materials.
 Install new sod.
 Take over maintaining this area from the Recreation Dept.(\$1500-/yr x 10 yrs) \$15,000-

Landscape North Entrance of Clubhouse \$7,500-

Area is 6'x250' and is located at the top of #1 tee and runs west to fuel tanks.
 Install 250 linear feet of underground irrigation.
 Amend existing topsoil and rototill.
 Install 250 linear feet of pressure treated timber used for curbing.
 Install 200 linear feet of split rail fencing.
 Plant various types of plant materials.
 Fertilize, mulch and maintain.

Outdoor Restroom Restoration \$1500-

Replace shingles on roof.
 Replace sky light.
 Replace hardware on both doors.
 Wash and paint both inside and outside of building.

Deep Tine Aeration \$90,000-

Purchase 50 hp. four wheel drive tractor with turf tires.
 Purchase deep tine PTO Driven fairway aerator.
 Aerate 10 acres of greens, tees, approaches, fairways and rough annually.
 $\$1800/\text{acre} \times 10 \text{ acres} = \$18,000\text{- per year} \times 10 \text{ years} = \$180,000\text{-}$

Rebuild drainage area in front of #3 tee \$6,000-

Remove existing deteriorated culvert.
 Grub out and regrade 100 feet of slope and bottom.
 Install rap and plant materials.
 Construct 10'x16' bridge across ditch.

Bunker Sand \$15,000-

Apply 300 tons of USGA approved bunker sand to all bunkers over a 10 year period.

Landscape Teeing Areas \$9,000-

#1 white, #1 red, #2 blue, #3 blue, #4 red, #4 blue, #5 blue, #5 white, #6 blue, #6 red,
 #8 blue and #9 white

Cut out sod-mostly from sloped areas.
Establish raised beds.
Use various plant materials, such as trees, shrubs, and flowers.
Mulch and maintain.

Work with S.C.S. in establishing 6 acres of Big Blue Stem Grasses at remote areas
throughout the golf course. \$5,000-

Total Price for Improvements \$436,000-

Golf Course Improvements
Lease Years 2012-2016
Exhibit B

New Practice Green \$25,000-

Construct 4,000 sq. ft. Bentgrass pushup practice green south of #1 tee
Install 500' of 2" underground P.V.C. irrigation pipe
Install 2 Toro 670 Automatic sprinkler heads
Add approx. 40 yds. top soil
Add approx. 400 linear ft. drainage pipe encapsulated in pea stone
Add approx 25 tons coarse sand
Add approx 10 tons root zone mix
Seed, establish, topdress 10 times and maintain

Existing practice green will be used as a sod nursery and chipping green.

Cart Path Construction \$8,000-

Excavate 790 linear feet of topsoil to a depth of 8"
Replace with roadbed material (reprocessed asphalt) pack

Paths to be built are located along #1 green, #2 green and the maintenance building area.

Power wash and paint entire outside Clubhouse building. \$5,000-

Power wash and paint/stain maintenance building \$5,000-

Fairway Overseeding \$8,000-

Overseed approx. 5 acres of fairway using Quad type overseeder.
Apply 1000 lbs. of Bent, Rye, Fescue seed mixture.
Apply 2000 lbs. starter fertilizer

Rough Overseeding \$13,000-

6 acres of rough using a Toro type overseeder
Apply 2,000 lbs. Of endophytic enhanced Perennial Rye-Fescue seed
Apply 3,000 lbs. Of starter fertilizer.

Green Overseeding Program \$10,000-

Overseed all greens twice annually using a Quad Tine Overseeder

Apply 25 lbs. Creeping Bentgrass annually.
Apply growth regulator annually.
Purpose is to effectively change 30%-40% turf species from Annual Bluegrass (a weed) to Creeping Bentgrass. \$2,000-yr. X 10 yr.=\$20,000-

Landscape Pond on #2 Hole \$4,000-

Regrade, sod and seed along east side of pond on #2 Hole. This will help prevent further erosion, define the actual water hazard, improve aesthetics and provide ease of maintenance.

Deep Tine Aeration \$90,000-

Aerate 10 acres of greens, tees, approaches, fairways and rough annually.
\$1800/acre x 10 acres=\$18,000- per year x 10 years=\$190,000-

Bunker Sand \$15,000-

Apply 300 tons of USGA approved bunker sand to all bunkers over a 10 year period

Total price for years 2011-2016. \$183,000-

Total price for previous 5 years. \$436,000-

Total cost of improvements. \$619,000-

ARTICLE IIIA. - CONSTRUCTION *and HOME and LANDSCAPE MAINTENANCE* ACTIVITIES

Sec. 22-69. - Activities related to Building *and Landscape* Construction , *Home and Landscape Maintenance*

No person shall operate or permit the operation of any tools, vehicles or equipment involved or related to any construction or demolition work during the following hours:

Monday through Thursday between 8:00 p.m. to 7:00 a.m. the following day;

Friday between 7 pm and 8 am the following day,

Saturday from 6:00 p.m. to 7:00 a.m. the following day;

and Sunday from 7:00 a.m. to 7:00 a.m. the following day.

Such activities are also prohibited from 7:00 a.m. to 7:00 a.m. the following day on all federal and state holidays.

(Ord. of 12-15-2008, § 22-69)

Sec. 22-70. - Definitions.

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

Construction means any and all outside activity necessary or incidental to the erection, assembling, altering, installing, repair or equipping of buildings, *landscape and landscape features*, roadways, infrastructure, or utilities including drilling, blasting, mining, land clearing, grading, excavating and filling.

Demolition means any dismantling, intentional destruction or removal of structures, infrastructure, *earth, trees, shrubs or other landscape elements* utilities, public or private right-of-way surfaces, or similar property.

Home maintenance means the activities required to preserve, repair or ensure proper functioning of a residential structure .

Landscape maintenance means the activities required to keep the yard or landscape surrounding a residence in clean and orderly appearance and functioning in service to the home and neighborhood.

(Sec. 22-71. - Exemptions.

The provisions of this article shall not apply to:

*(1) was (5)*Public emergency activities required to ensure the health, safety and welfare of the citizenry.

*(2) was (1)*The operation of snow removal equipment at any time provided that such equipment shall be maintained in good repair so as to minimize noise. Noise discharged from exhausts shall be adequately muffled so as to prevent loud and/or explosive sounds.

~~*(3)Lawn care and grounds maintenance equipment in normal daytime use if used and maintained in accordance with the manufacturer's specifications.*~~

*(3) was (4)*The normal day to day agricultural activities associated with the raising of livestock and crops on properties .

~~(4)was (5)~~ Ordinary or routine maintenance and/or repair performed by the owner or resident of a property. *This shall include repair or replacement of building features but not the construction of new additions. Renovations that take place within a residence itself shall be exempt from the restrictions of this ordinance. This shall also include the maintenance of lawns, yards and gardens but not the construction or demolition of any landscape feature that requires the use of heavy equipment or other mechanical or power equipment other than lawnmower, weed whacker or residential (non commercial) grade leaf blowers.*

Sec. 22-72. - Enforcement.

This article shall be implemented, administered and enforced by the town police department.

(Ord. of 12-15-2008, § 22-72)

Sec. 22-73. - Penalties.

Any person found to be in violation of this article shall be punished as follows:

(1)

The first offense shall be punished by the issuance of a written warning to cease and desist the violation.

(2)

The second offense shall be punished by a fine of \$250.00 and a notice to cease and desist the violation.

(3)

The third offense and each subsequent offense shall be punished by a fine of \$500.00 and a notice to cease and desist the violation.

(Ord. of 12-15-2008, § 22-73)

State Law reference— Limitation on penalties generally, G.L. 1956, § 45-6-2.

~~Sec. 22-74.— Sunset clause.~~

~~The provisions of this article shall expire on December 14, 2010, unless the town council takes affirmative action to extend this article.~~

~~(Ord. of 12-15-2008, § 22-74)~~

JAMESTOWN CODE OF ORDINANCE
CHAPTER 22 ENVIRONMENT

ARTICLE IIIA. - CONSTRUCTION ACTIVITIES

Sec. 22-69. - Construction activities.

No person shall operate or permit the operation of any tools, vehicles or equipment involved or related to any construction or demolition work during the following hours: Monday through Friday between 8:00 p.m. to 7:00 a.m. the following day; Saturday from 6:00 p.m. to 7:00 a.m. the following day; and Sunday from 7:00 a.m. to 7:00 a.m. the following day. Such activities are also prohibited from 7:00 a.m. to 7:00 a.m. the following day on all federal and state holidays.

(Ord. of 12-15-2008, § 22-69)

Sec. 22-70. - Definitions.

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

Construction means any and all outside activity necessary or incidental to the erection, assembling, altering, installing, repair or equipping of buildings, roadways, infrastructure, or utilities including drilling, blasting, mining, land clearing, grading, excavating and filling.

Demolition means any dismantling, intentional destruction or removal of structures, infrastructure, utilities, public or private right-of-way surfaces, or similar property.

(Ord. of 12-15-2008, § 22-70)

Sec. 22-71. - Exemptions.

The provisions of this article shall not apply to:

- (1) The operation of snow removal equipment at any time provided that such equipment shall be maintained in good repair so as to minimize noise. Noise discharged from exhausts shall be adequately muffled so as to prevent loud and/or explosive sounds.
- (2) Lawn care and grounds maintenance equipment in normal daytime use if used and maintained in accordance with the manufacturer's specifications.
- (3) Public emergency activities required to ensure the health, safety and welfare of the citizenry.
- (4) The normal day to day agricultural activities associated with the raising of livestock and crops.
- (5) Ordinary or routine maintenance and/or repair performed by the owner or resident of a property.

(Ord. of 12-15-2008, § 22-71)

Sec. 22-72. - Enforcement.

This article shall be implemented, administered and enforced by the town police department.

(Ord. of 12-15-2008, § 22-72)

Sec. 22-73. - Penalties.

Any person found to be in violation of this article shall be punished as follows:

- (1) The first offense shall be punished by the issuance of a written warning to cease and desist the violation.
- (2) The second offense shall be punished by a fine of \$250.00 and a notice to cease and desist the violation.
- (3) The third offense and each subsequent offense shall be punished by a fine of \$500.00 and a notice to cease and desist the violation.

(Ord. of 12-15-2008, § 22-73)

State Law reference— Limitation on penalties generally, G.L. 1956, § 45-6-2.

Sec. 22-74. - Sunset clause.

The provisions of this article shall expire on December 14, 2010, unless the town council takes affirmative action to extend this article.

(Ord. of 12-15-2008, § 22-74)

Secs. 22-75—22-85. - Reserved.

**TOWN COUNCIL BOARD/COMMISSION/COMMITTEE
INTERVIEW SESSION
April 15, 2019**

I. CALL TO ORDER

The Town Council interview session for Board/Commission/Committee vacancies was called to order at 6:00 p.m. on Monday, April 15, 2019, in the Rosamond A. Tefft Council Chambers of the Jamestown Town Hall at 93 Narragansett Avenue.

II. ROLL CALL

Town Council members present:

Michael G. White, President
Mary E. Meagher, Vice President
Nancy A. Beye
Randall White
William J. Piva, Jr.

III. INTERVIEW SESSION

The following candidates were interviewed for Town Board/Commission/Committee vacancies:

Joseph Cannon, Jr.	Juvenile Hearing Board
Bruce J. Whitehouse	Juvenile Hearing Board

IV. ADJOURNMENT

Town Council interviews were concluded at 6:25 p.m.

Attest:

Cheryl A. Fernstrom, CMC, Town Clerk

Copies to: Town Council
 Town Administrator
 Town Solicitor
 Finance Director

TOWN COUNCIL MEETING

April 15, 2019

I. ROLL CALL

Town Council Members present:

Michael G. White, President
Mary E. Meagher, Vice-President
Nancy A. Beye
William J. Piva, Jr.
Randall White

Also in attendance:

Andrew E. Nota, Town Administrator
Peter D. Ruggiero Esq., Town Solicitor
Edward A. Mello, Police Chief
Michael Gray PE, Public Works Director
Christina D. Collins, Finance Director
Andrew Wade, Recreation Director
Denise Jennings, Water and Sewer Clerk

Absent:

Cheryl Fernstrom, Town Clerk

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Town Council President White called the regular meeting of the Jamestown Town Council to order at 6:33 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue, and led the Pledge of Allegiance.

III. TOWN COUNCIL SITTING AS THE BOARD OF WATER AND SEWER COMMISSIONERS

The Town Council convened as the Board of Water and Sewer Commissioners at 6:34 p.m. and adjourned from sitting as the Board of Water and Sewer Commissioners at 6:44 p.m. See Board of Water and Sewer Commissioners Meeting Minutes.

IV. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS AND PROCLAMATIONS

- A) Proclamation
 - 1) No. 2019-06: Teacher Appreciation Week, May 6 – May 10
- President White read the Proclamation.

A motion was made by Vice President Meagher with second by Councilor Piva to adopt the Proclamation. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

V. PUBLIC HEARINGS, LICENSES AND PERMITS

- A) Town Council Sitting as the Alcoholic Licensing Board
- 1) Pursuant to Title 3 Chapter 7 of the General Laws of Rhode Island 1956 and as amended the following license application has been received under said Act for September 21, 2019;

CLASS F (NON-PROFIT)

Saint Mark Church
60 Narragansett Avenue
Jamestown, RI 02835

A motion was made by Vice President Meagher with second by Councilor Piva to convene as the Alcoholic Beverage Licensing Board and open the Public Hearing at 6:46 p.m. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

- a) Approval of the CLASS F (NON-PROFIT) LIQUOR LICENSE; review and discussion and/or potential action and/or vote

A motion was made by Vice President Meagher with second by Councilor Piva to approve the Class F Liquor License for a one time use permit. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

- b) Request for waiver of the Class F (Non-Profit) Liquor License Fee (\$15.00); review, discussion and/or potential action and/or vote

A motion was made by Vice President Meagher with second by Councilor Piva to waive the fee, as requested by the applicant. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

A motion was made by Vice President Meagher with second by Councilor Piva to adjourn as the Alcoholic Beverage Licensing Board at 6:49 p.m. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

- B) Licenses and Permits
 - 1) One Day Event/Entertainment License Application
 - a) Applicant: Saint Mark Church
 - Event: Saint Mark Summer Festival
 - Date: September 21, 2019
 - Location: 60 Narragansett Avenue

A motion was made by Vice President Meagher with second by Councilor Beye to approve the On Day Event License. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

VI. OPEN FORUM

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

VII. COUNCIL, ADMINISTRATOR, SOLICITOR, COMMISSION/COMMITTEE COMMENTS & REPORTS

- A) Town Administrator's Report: Andrew E. Nota

Town Administrator Nota reported on the following:

- 1) 2020 Census

Included for Council's review are census material and a sample of the actual census form. This 2020 Census will be the first census where one will have the ability to process online. An applicant will be able to call in and will also be able to file by mail. This census is very important, as it impacts congressional seats and federal funding.

- 2) Town Clerk's Position – Advertisement

The position of Town Clerk has been officially advertised in a number of areas in RI only.

- 3) RTG Load Evaluation Report – Steel Pile Pier

The Public Works Director met with William Munger of Conanicut Marine Services to discuss a change in the crane type and size used by CMS. Councilor Piva asked for clarification regarding the liability on a larger crane.

The Public Works Director reported that RTG Group, who has been the Towns consultant for a number of years, was asked to perform an engineering assessment of the Steel Pier and this new crane will allow one to have the ability to pick from a better location. The Public Works Director stated that he had met with Mr. Munger today and that he is onboard with keeping the pier safe. The Public Works Director commended Conanicut Marine Service with the restoration the where the tank was installed and the area

surrounding the Veteran's Memorial.

4) Project Updates – East Ferry, Bike Path, North Road

There are several ongoing projects that will be coming to a close this summer.

East Ferry: The Public Works Department will be working with Cardi Corporation to complete paving, stripping and installation of curb stops. Town staff will also be working on landscaping and we hope to have all completed by Memorial Day.

Bike/Shared Pedestrian Path: The Public Works Department has completed a significant amount of work at the reservoir site. Supplies for the bridge abutment have been ordered.

The Public Works Director reported that staff will resume working on the North Road drainage project which they began last fall and will continue to work on the Bike/Shared Pedestrian Path, with hopes to be completed this summer.

5) RI League of Cities and Towns Legislative Update

Firefighter overtime bills (H5662 ad H5663): Met with Representative Deb Ruggiero and Senator Dawn Euer to discuss this matter.

Briefly outlined the bills that are coming up for review in the near future.

VIII. UNFINISHED BUSINESS

A) Upcoming Meetings and Sessions – dates and times

- 1) Town Council Meeting Schedule: May 6th, May 20th and June 17th at 6:30 p.m.; Special Meeting with Adoption of FY 2019-2020 Town Budget: April 22nd at 5:30 p.m.; Statistical Revaluation Public Information Session: April 22nd at 6:00 p.m.; Financial Town Meeting: June 3rd at 7:00 p.m.; review, discussion and/or potential action and/or vote

Council President White briefly outlined the upcoming meetings.

Statistical Revaluation Public Information Session: April 22nd at 6:00 p.m.-

Administrator Nota reported that the Tax Assessor, Christine Brochu will be present; along with Steve Ferrara from Vision and that he hopes following this presentation that the Town will have a better understanding on how this process works. The Town Administrator further reported that the Town has carried a ten million dollar reserve in this process and that the proposed budget will not change, although there may be a rate change at the Financial Town Meeting on June 3rd.

- B) Five-Year Lease Agreement, with option for a five-year renewal, for operation and management of the Jamestown Golf Course; Town Council ratification of the Agreement; and authorization for signing by the Town Administrator; review, discussion and/or potential action and/or vote, continued from April 1, 2019

Town Administrator Nota reported that he had spoken to Attorney Infantolino from Morneau and Murphy and he stated that he will have a document for the Town to review for the Town Council meeting on May 6th.

A motion was made by Vice President Meagher with second by Councilor Piva to continue discussion on this matter to the Town Council meeting on May 6th. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

IX. NEW BUSINESS

- A) Connect Greater Newport Economic Development Initiative, as led by the Newport County Chamber of Commerce, Update Report by Consultant Ashley Medeiros, and Town Council consideration of their request for funding in the amount of \$5,000; review, discussion and/or potential action and/or vote

Ashley Medeiros, Business Consultant for Connect Greater Newport gave a brief presentation on the Regional Economic Development initiative, Connect Greater Newport and stated that this is being led by the Newport County Chamber of Commerce.

Ms. Medeiros stated the following:

- Connect Greater Newport was established in 2018 as a regional economic development partnership to concentrate on obstacles that are reducing the region's economic strength and stability.
- The initiative seeks to support the growth of existing businesses and will also like to attract new businesses.
- In the past year, Connect Greater Newport has created a five-year strategy to include workforce housing, internet connectivity (broadband) and communication with businesses.
- The week of May 6th is "Small Business Week" and Connect Greater Newport will conducting a breakfast meeting with business owners on May 7th.
- The Town of Jamestown has joined the initiative and is one of seven communities, who are actively participating and she hopes that the Town of Jamestown will continue with this partnership and consider a contribution in the amount \$5000 in support of this effort.

Following clarification on a few items as presented by Ms. Medeiros, Council President White thanked Ms. Medeiros for her presentation.

- B) Appointment to the Jamestown Board of Canvassers (One Member with a six-year term expiring March 2025), pursuant to RIGL § 17-8-1 and RIGL §17-8-2; Democratic or Republican appointment; review, discussion and/or potential action and/or vote
 - 1) Letter of recommendation from Democratic Town Committee Co-Chair Anne Maxwell-Livingston and Co-Chair Melody Drnach
 - a) Board of Canvassers Member
 - i) Kenneth Newman
 - ii) Kitty Wineberg
 - iii) George Newman
 - iv) Marcia Lindsay
 - v) Dennis Webster
 - 2) Letter of recommendation from Republican Town Committee Chair Blake Dickinson
 - a) Board of Canvassers Member
 - i) Tyler Fandetti
 - ii) Linda Jamison
 - iii) Nancy Semco
 - 3) Letter of recommendation from Board of Canvassers Chair Carol Nelson-Lee
- C) Democratic Appointment to the Jamestown Board of Canvassers (One Alternate Member with a six-year term expiring March 2025), pursuant to RIGL § 17-8-1 and RIGL §17-8-2; review, discussion and/or potential action and/or vote
 - 1) Letter of recommendation from Democratic Town Committee Co-Chair Anne Maxwell-Livingston and Co-Chair Melody Drnach
 - i) Katherine Wineberg
 - ii) Kenneth Newman
 - iii) Marcia Lindsay
 - iv) George Newman
 - v) Dennis Webster
 - 2) Letter of recommendation from Board of Canvassers Chair Carol Nelson-Lee

Council President White stated that as president, he is authorized to nominate for appointments to the Jamestown Board of Canvassers.

A motion was made by Council President White with second by Councilor Meagher to nominate Katherine Wineberg for reappointment as alternate member and

Kenneth Newman for reappointment as full member to the Jamestown Board of Canvassers.

Councilors White, Meagher and Beye stated that they supported the nomination by President White. Councilor Piva expressed his concerns and stated that appointment should be put off until a decision is made on the complaint currently at the State. Brief discussion ensued regarding the complaint and the Town Charter.

Motion so voted. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Nay.

**X. ORDINANCES, APPOINTMENTS, VACANCIES
AND EXPIRING TERMS**

A) Ordinances

- 1) Proposed Amendments to the Jamestown Code of Ordinances Chapter 70 Traffic and Vehicles, Article II. Administration and Enforcement, Sec. 70-25 Notice of Violation; Admission of Truth and Payment of Fines at Police Station; Amounts; Article III. Specific Street Regulations, Sec. 70-52 Stop Intersections; Article IV. Stopping, Standing and Parking, Sec. 70-81 Parking Area, Lots 172 and 173 (former ambulance barn); Sec. 70-82 Two-hour Parking Limit Located upon Lot 573 Plat 8; Sec. 70-83 Standing or Parking on Steel Pier and Bulkhead; Sec. 70-86 Standing or Parking on East Ferry Wharf; and Sec. 70-87 Prohibited or Restricted Parking on Specified Streets; review, discussion and/or potential action and/or vote to proceed to advertise in the *Jamestown Press* April 25, 2019 edition for public hearing on May 6, 2019

Town Administrator Nota reported on the revised ordinance prepared by Chief Mello as continued from the April 1st meeting. Police Chief Mello

A motion was made by Vice President Meagher with second by Councilor White to proceed to advertise the proposed amendments to the Code of Ordinances for public hearing on May 6, 2019. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

- B) Appointments, Vacancies, and Expiring Terms; review, discussion and/or potential action and/or vote on each listed appointment, vacancy and/or expiring term
 - 1) Jamestown Conservation Commission (One vacancy with an unexpired three-year term ending date of December 31, 2020);

1. Letter of resignation

- i) Ken Schadeegg

A letter of thanks should be sent to Ken Schadeegg.

A motion was made by Vice President Meagher with second by Councilor Piva to accept the resignation of Ken Schadeegg from the Jamestown Conservation Commission. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

- 2) Jamestown Fire Department Compensation Committee (One Citizen-at-Large vacancy with a three-year term ending date of May 31, 2021); duly advertised; no applicants
- 3) Jamestown Juvenile Hearing Board (One Alternate Member vacancy with a two-year term ending date of December 31, 2020); duly advertised; interviews conducted
- a) Letters of interest
- i) Joseph Cannon
- ii) Bruce J. Whitehouse

A motion was made by Councilor Piva with second by Council Vice President Meagher to appoint Joseph Cannon to the Juvenile Hearing Board. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

XI. CONSENT AGENDA

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

The Consent Agenda approved consists of the following:

- A) Adoption of Town Council Minutes
- 1) March 29, 2019 (special meeting)
- 2) April 1, 2019 (regular meeting)
- 3) April 1, 2019 (executive session)
- 4) April 2, 2019 (operating budget work session #2)
- B) Minutes of Town Boards/Commissions/Committees
- 1) Jamestown Housing Authority (01-10-2018)
- 2) Jamestown Housing Authority (02-14-2018)
- 3) Jamestown Housing Authority (03-07-2018)
- 4) Jamestown Housing Authority (05-15-2018)
- 5) Jamestown Housing Authority (06-13-2018)

- 6) Jamestown Housing Authority (07-11-2018)
- 7) Jamestown Housing Authority (09-18-2018)
- 8) Jamestown Housing Authority (10-10-2018)
- 9) Jamestown Housing Authority (11-19-2018)
- 10) Jamestown Housing Authority (12-19-2018)
- 11) Jamestown Library Board of Trustees (12-11-2018)
- 12) Jamestown Library Board of Trustees (12-18-2018)
- 13) Jamestown Library Board of Trustees (01-08-2019)
- 14) Jamestown Library Board of Trustees (02-12-2019)
- 15) Jamestown Library Board of Trustees (03-12-2019)
- 16) Jamestown Tree Preservation and Protection (12-04-2018)
- C) Board/Commission/Committee Attendance Records
 - 1) Jamestown Conservation Commission
 - 2) Jamestown Harbor Commission
 - 3) Jamestown Housing Authority
 - 4) Jamestown Traffic Committee
- D) Finance Director's Report: Comparison of Budget to Actuals as of March 31, 2019

XII. 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 Piva to receive the Communications, Petitions, and Proclamations and Resolutions from other RI Cities and Towns. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

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

- A) Communications
 - 1) Statewide Planning April 2019 Newsletter
 - 2) Letter of Newport County YMCA announcing Annual Golf Tournament Fundraiser for YMCA Adaptive Physical Activity and Special Olympics Team, June 10th, Montaup Country Club, Portsmouth
 - 3) Request of Newport Mental Health for Town Council adoption of a Proclamation for May 2019 as Mental Health Month in Jamestown
- B) Proclamations and Resolutions from other Rhode Island Cities and Towns
 - 1) Resolution of the Smithfield School Committee requesting the RI General Assembly Support House Bill 5033 and Senate Bill 0112
 - 2) Resolution of the Smithfield School Committee requesting the RI General Assembly support legislative proposals that ban bringing

firearms onto school grounds except by Peace Officers as defined in § 12-7-21

- 3) Resolution of the Smithfield School Committee requesting the RI General Assembly pass House Bill 5252 and Senate Bill 0042 calling for a referendum amending Article XII before the voters at the November 3, 2020 general election
- 4) Resolution of the Smithfield School Committee requesting the RI General Assembly oppose House Bill 5437 and any legislative proposals that would mandate expired teacher contracts continue at the existing terms and conditions
- 5) Resolution of the Smithfield School Committee requesting the RI General Assembly oppose House Bill 5260 calling for binding arbitration for teacher and school employee contracts Resolution of the Charlestown Town Council in Support of additional State Funding for Education
- 6) Resolution of the Foster Town Council in Support of Additional Funding for Education
- 7) Resolution of the Pawtucket School Committee requesting the RI General Assembly support House Bill 5252 and Senate Bill 0042 calling for a referendum amending Article XII. at the November 3, 2020 General Election
- 8) Resolution of the Westerly Town Council in support of House Bill 5383 and Senate Bill 0139 Sub A “Comprehensive Discharge Planning”

XIII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS

A motion was made by Vice President Meagher with second by Councilor Piva to accept the agenda items, as presented. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

- A) Paper streets in Jamestown and water access
- B) Review and Discussion of Conservation Easement on Shores Lots (May 6)
- C) Proposed Water Resources Protection Committee discussion (May)
- D) Open Meetings Act Ruling: Spodnik v. West Warwick Town Council
- E) Town Council Goals and Objectives for the 2018-2020 Council Term (May/June)
- F) Taxation items: RIGL § 44-3-12 Visually Impaired Persons – Exemption and RIGL § 44-3-5 Golf Star Parents’ Exemption (May)

No items were added to the upcoming agendas. Solicitor Ruggiero noted that the Town will need to tighten up on agenda content and will need to add more detail, regarding open meetings.

XIV. EXECUTIVE SESSION

None.

XV. ADJOURNMENT

A motion was made by Vice-President Meagher with second by Councilor Piva to adjourn. President White, Aye; Vice-President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

The regular meeting was adjourned at 8:03 p.m.

Attest:

Denise Jennings, Water and Sewer Clerk

Copies to: Town Council
 Town Administrator
 Town Solicitor
 Finance Director

TOWN COUNCIL SPECIAL MEETING
April 22, 2019

I. ROLL CALL

Town Council Members present:

Michael G. White, President
Mary E. Meagher, Vice President
Nancy A. Beye
Randall White
William J. Piva, Jr.

Also in attendance:

Andrew E. Nota, Town Administrator
Christina D. Collins, Finance Director
Michael C. Gray, Public Works Director
Edward A. Mello, Police Chief
Lisa W. Bryer, Town Planner
James Bryer, Fire Chief
Andrew J. Wade, Parks and Recreation Director
Christine Brochu, Tax Assessor
Peter D. Ruggiero, Town Solicitor
Cheryl A. Fernstrom, Town Clerk

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Town Council President White called the special meeting of the Jamestown Town Council to order at 5:33 p.m. on Monday, April 22, 2019 in the Rosamond A. Tefft Council Chambers of the Jamestown Town Hall at 93 Narragansett Avenue and led the Pledge of Allegiance.

III. OPEN FORUM

- A) Scheduled Request to Address. None.
- B) Non-scheduled Request to Address. None.

IV. NEW BUSINESS

A) Adoption of the FY 2020 (July 1, 2019 to June 30, 2020) Town, School, and Capital Budgets; review, discussion and/or potential action and/or vote
Town Administrator Nota gave an overview of the final budget review and adoption opportunity for the Town Council. The cover memorandum was reviewed that reflects adjustments made to the budget including:

- \$50,000 increase in the capital funds to support affordable housing initiatives

- \$25,000 reduction in Town revenue to increase the Golf Course Capital Fund for course improvements
- \$7,500 reduction in Tick Task Force program funding
- Elimination of \$4,000 funding for the Jamestown Prevention Coalition

The adjustments result in a total proposed FY 2019-2020 Budget Program of \$25,494,330 representing an increase of \$1,191,772 or 4.9%. The total actual Tax Levy amount is \$20,653,096, an increase of \$854,288 or 4.31% over the FY 2019 Tax Levy. The FY 2020 Tax Levy is \$20,644,221, an increase of \$631,869 or an actual increase 3.05%, \$189,425 below the 4% Tax Levy Cap. The estimated tax rate is \$8.04, reflecting an increase of 4 cents, which may fluctuate between now and the FTM on June 3, 2019.

Council comments.

Council members asked if more adjustments were needed would it come from surplus funds. Town Administrator Nota reviewed scenarios of potential funding sources if adjustments are needed. Originally there was \$10,000,000 in an appeal reserve and over \$9,500,000 has been utilized. Discussion ensued of the statistical revaluation, the appeal process, growth in the tax roll and what we might see between now and December that may have an impact on the reserve we decide to carry. Finance has been in contact with the State Department of Revenue and they have verified the budget submitted.

Council members asked how many of the 3,700 properties assessed does the \$9,500,000 encompass and how that relates to prior years. Town Administrator Nota stated normally there is \$1,000,000 to \$2,000,000 in reserve for appeals, but normally we don't have over \$360,000,000 in growth on the tax roll. This is a proportional adjustment based on significant growth and this type of growth has been seen across the State. The new valuations set by Vision Government Solutions averaged a 15% increase and are very close to actual property values. The average increase during the last statistical revaluation was 6%. Jamestown experienced more appeal sessions than other communities. The current tax rate is \$8.85 and will drop to \$8.04. Jamestown has the 3rd lowest real estate and 4th lowest motor vehicle tax rate in the State.

Public comments.

Mary Lou Sanborn of Bay View Drive referenced last week's letter from the Taxpayer's Association of Jamestown to the Town Council. She is here to ask the Town Council to consider vetoing this budget. TAJ did a sampling of citizens in town and everybody's assessments went up. Please take into consideration our citizens on fixed incomes, as many things increase in addition to the tax rate, and want does not equate to need.

President White noted the Council always takes into account what this means to all the people and taxpayers. It is nice to know properties have increased, but you can only take advantage of that when you sell your property. When Council reviews a budget we always take what the Town and Schools needs into account. We perused the budget, tried our best, and we are at where we should be.

A motion was made President White with second by Vice President Meagher that we pass the budget for the Town of Jamestown as follows: Town Budget \$11,063,235; School Budget \$14,431,095; Total Budget \$25,494,330.

Discussion. Council members echoed some of Ms. Sanborn's concerns recognizing the connection to and disconnection from the budget of the overall assessment of properties on the Island. In the last election candidates repeated the mantra of transparency, and there should be a relationship to how a property is assessed, who assesses it, how they come to the numbers, and those subject to taxation should know how it is done and the process. Citizens deserve to know the formula used and it should be reviewed. Government is only as good as the faith in it, and that is being tested. In the past we had the ability to remove items from the budgets, but this year we watched Administration scramble. Things we wanted to do were not done, and things postponed now have to be done. The Town held the line as best we could, and the School Budget reflects that they held the line, and we know how hard the Administrator and Finance Director worked to pare this budget down. As far as need vs. want, department heads go into this process with need not want. A great deal of thought went into this budget and the methodology should be applauded.

Back to the vote on the motion. **President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.**

V. ADJOURNMENT

A motion was made by Vice President Meagher with second by Councilor Piva to adjourn. President White, Aye; Vice President Meagher, Aye; Councilor Beye, Aye; Councilor White, Aye; Councilor Piva, Aye.

The special meeting was adjourned at 5:57 p.m.

Attest:

Cheryl A. Fernstrom, CMC, Town Clerk

Copies to: Town Council
 Town Administrator
 Town Solicitor
 Finance Director

CHARTER REVIEW COMMITTEE MINUTES
APRIL 18, 2019

I. CALL TO ORDER

Meeting called to order at 5:15 pm by Chair White

II. ROLL CALL

Randall White, Chair
James Rugh, Co-Chair
Katherine Wineberg, Secretary
Sav Rebecchi, Member-at-Large
Robert Tormey, Member-at-Large

Also in attendance:

Andrew Nota, Town Administrator
Wyatt Brochu, Town Solicitor

III. APPROVAL OF MINUTES

Minutes of April 11, 2019

A motion was made by Chair White with second by member Robert Tormey to accept the minutes as presented. Chair White, Aye; Co-Chair Rugh, Aye; Secretary Wineberg, Aye; Member Rebecchi, Aye; Member Tormey, Aye.

IV. COMMUNICATIONS

No communications

V. UNFINISHED BUSINESS

No unfinished business

VI. NEW BUSINESS

A. Review of Initiative And Referendum procedures from other Rhode Island cities and towns and review of Charter sections 218, 219, 220.

Individual review began with comments by member Rugh. Topics included initiation of petition process by a committee, language regarding exceptions of various town financial processes and zoning, petition blanks, petition form, circulator affidavit, time period to gather signatures, withdrawal of petition. Discussion regarding path of proposed ordinance: content, hearings, mechanisms to move proposal along with deliberate steps such as review by Town Solicitor. Language regarding review by Town Solicitor to be very specific, to assure proposed ordinance doesn't conflict with any applicable state laws, other ordinances and Constitution.

Comments regarding process: deliberate comparison of our charter to other town charters, issue by issue as the document we propose is written versus discussion of general

overview. Conversations with each town and their experience with their charter should be considered. Question raised regarding the form our recommendation to Town Council will take.

Conversation regarding whether or not to make any changes to section 218 and 220. There is confusion regarding what are initiatives, referenda and legislative proposals. Point made that section 220 is procedural. Distinction between citizen initiated ordinance and Town Council initiated ordinance made. Including process for recall of town officials briefly considered.

Discussion returned to orderly process for ordinance proposal, step by step, flow chart style. Mr. Nota referenced section of town Charter regarding the Town Council and management of many specific forms of ordinances effectively narrowing our focus to *citizen initiated ordinance proposals*.

Return to discussion regarding recall provisions. Long length of time to initiate and complete petition and short Town Council office terms negate the need for recall provisions. Recall provision is not part of our formal charge from the Town Council.

Motion made by member Rebecchi to not add recall provisions to our discussion.

Return to 'legislative proposals' and consideration of Section 218. In legal perspective legislative proposals are ordinances.

Revisited **motion made by member Rebecchi to not consider recall provisions in our discussion or amend charter to address. Second from Co-Chair Rugh. Chair White, Aye; Co-Chair Rugh, Aye; Secretary Wineberg, Aye; member Rebecchi, Aye; Member Tormey, Aye.**

Motion made by Co-Chair Rugh to recommend no changes to Section 218, seconded by Member Rebecchi. Chair White, Aye; Co-Chair Rugh, Aye; Secretary Wineberg, Aye; member Rebecchi, Aye; Member Tormey, Aye.

Comments made by public observer Carol Nelson-Lee regarding guide to town government vs charter and proposed ordinance review by neutral outside attorney rather than town solicitor would be preferable.

Clarification of Town Solicitor's role in review of proposed ordinance as legal opinion of effect, as written, on Town Charter, ordinances, etc. not as guidance for petitioners. Chair White requested further discussion to be tabled to later time and consideration of solicitor role in initiative petitions. Brief discussion regarding judicial review.

Motion made by Chair White to leave section 220 'as is', seconded by Co-Chair Rugh.

Extended discussion of the fine points regarding new ordinance nullifying provisions of existing ordinance and new ordinance repealing existing ordinance. Discussion to clarify section 219 to encompass citizen initiated proposed ordinances and Town Council ordinances submitted for referendum. Discussion of whether or not charter should enable citizen repeal of existing ordinances. Need to define 'referendum' and 'legislative proposal' in the rewritten section. 'Referendum' misused in our charter?

Motion to leave section 220 'as is' was withdrawn.

B) Agenda items for the next and/or future agendas.

Plan to discuss only section 219 at the next meeting, focus on the beginning of the initiative process. Review other town charters for procedures and language we might use in our rewrite.

VII. PUBLIC COMMENT

As above.

VIII. ADJOURNMENT

Member Tormey motioned to adjourn at 7:02pm. Second by _____ .

Respectfully submitted,

Katherine Wineberg, Secretary, Jamestown Charter Review Committee

Next meeting is scheduled for Tuesday, April 23, 2019, 3 pm at the Town Hall Conference Room.

Approved As Amended
PLANNING COMMISSION MINUTES
February 6, 2019
7:00 PM
Jamestown Town Hall
93 Narragansett Ave.

I. Call to Order and Roll Call

The meeting was called to order at 7:00 p.m. and the following members were present:

Duncan Pendlebury – Vice Chair	Rosemary Enright – Secretary
Mick Cochran	Bernie Pfeiffer
Dana Prestigiacomio	Michael Smith

Not present: Michael Swistak – Chair

Also present:

Lisa Bryer, AICP – Town Planner
David Petrarca– Town Solicitor
Mike Gray – Public Works Director
Cinthia Reppe – Planning Assistant
Bill Burgin – Architect – Burgin Lambert

II. Approval of Minutes January 2, 2019 and January 16, 2019; review, discussion and/or action and/or vote

A motion was made by Commissioner Cochran and seconded by Commissioner Pfeiffer to accept the minutes of January 2, 2019 as amended:

Page 2, before new business: **Commissioner Pendlebury recused for this New Business agenda proposal.**

So unanimously voted.

A motion was made by Commissioner Enright and seconded by Commissioner Cochran to accept the minutes of January 16, 2019 as amended:

Page 1, Call to Order and Roll Call:

The meeting was called to order at 7:00 p.m. and the following members were present:

<u>Michael Swistak – Chair</u>	<u>Duncan Pendlebury – Vice Chair</u>
<u>Rosemary Enright – Secretary</u>	<u>Bernie Pfeiffer</u>
<u>Dana Prestigiacomio</u>	<u>Michael Smith</u>
<u>Mick Cochran</u>	

Also present:

Lisa Bryer, AICP – Town Planner

Wyatt Brochu – Town Solicitor

Nate Kelly – Horsley Witten Consultant

So unanimously voted.

III. Correspondence

1. FYI – Letter Final Approval – Christopher – Bryer Ave. - Received

IV. Citizen's Non-Agenda Item – nothing at this time

V. Reports

1. Town Planner's Report
2. Chairpersons report
3. Town Committees
4. Sub Committees

VI. Old Business

VII. New Business

1. **Jamestown Golf Course – New Facility, 245 Conanicus Ave. Plat 8 Lot 283 – Development Plan Review, recommendation to Zoning Board; review, discussion and/or action and/or vote**

Public Works Director Michael Gray presented the history and site plan to the planning commission. He gave a brief history of information that was in a summary that was included in Ms. Bryer's memo to the commission and also on the powerpoint. He explained the parking layout and showed where the building is, the orientation, and the walkways. Parking will increase with this plan.

A question by Vice Chair Pendlebury regarding an extra building that was shown on a previous plan. Mr. Gray explained that was an additional maintenance garage that is not part of this program. Currently Mr. Mistowski (current operator of the golf course) lives next door to the golf course and stores equipment at a garage on his lot. To be self sufficient as a golf course we need to ~~be in that position if in the future~~ to construct an additional **maintenance/storage** facility and that may be part of the lease negotiations going forward.

Commissioner Enright asked about **salting** ~~sanding~~ the parking lot, will that be happening? Mr. Gray is not sure. We don't currently do it but we will look into that. He pointed out the spotlights and mentioned they will be downlit. Signage will be the existing sign which will move towards the entrance.

Bill Burgin explained some of the outside areas in the site plan including the terrace and decks. Commissioner Pendlebury asked about handicap parking area which Mr. Burgin showed him on the plan.

Commissioner Pfeiffer asked about the same entrance and exit. Commissioner Smith said it is proposed with one in and out and feels it will be too confusing. He thinks there should be both entrance and exit with each driveway. Pfeiffer agrees and said it seems safer.

There was an accident in the parking lot with a cart. Carts will not be allowed in the parking lot anymore and that is why there is a golf cart path around the parking lot. Mr. Mistowski said it is a liability. The consultant reviewed this issue and was involved in the design.

A full basement is being proposed so far but we have to see, it may be smaller due to budget.

Mr. Gray went over the building specs with the commission and the differences between existing and proposed. They debated a lot about the kitchen and other things involved during the design of the building. Gray said first and foremost it is a golf course.

Bill Burgin presented the design of the building to the commission. He showed the floor plans of both floors. The elevator goes all the way to the basement too for the tables and chairs. Bar and kitchen on first floor with the sales shop and front entry way.

Commissioner Pendlebury said he had a comment at the TRC meeting regarding the code allowing the horizontal railings and he thinks it needs to be something different. It's a safety issue for him.

Any questions for Mr. Gray or Mr. Burgin Commissioner Pendlebury asked. We need to make a motion to make a recommendation to zoning as an advisory opinion and include the minutes in our recommendation. Mr. Gray said they will go back after this meeting and review the comments and make amendments if it seems warranted before it goes to zoning.

Solicitor David Petrarca said planning can make a recommendation for a special use permit. Burgin asked if the Planning Commission would not hold them to the exact building plans and to please leave the door open just in case we need to make changes due to budget considerations.

Commissioner Pendlebury made a motion that the Jamestown Planning Commission accepts and approves the request for a special use permit for 245 Conanicus Ave. Jamestown Golf Course, with the recommendation to consider comments in the minutes of the meeting of February 6th, 2019. Commissioner Cochran seconds the motion.

So unanimously voted:

Duncan Pendlebury – Aye

Mick Cochran - Aye

Dana Prestigiacomo - Aye

Rosemary Enright – Aye

Bernie Pfeiffer - Aye

Michael Smith - Aye

VIII. Adjournment

A motion was made by Commissioner Enright and seconded by Commissioner Pfeiffer to adjourn the meeting at 8:19 p.m.. So unanimously voted.

Attest:

A handwritten signature in cursive script that reads "Cinthia L Reppe".

Cinthia L Reppe
Planning Assistant

Approved As Written
PLANNING COMMISSION MINUTES
March 6, 2019
7:00 PM
Jamestown Town Hall
93 Narragansett Ave.

I. Call to Order and Roll Call

The meeting was called to order and the following members were present:

Michael Swistak – Chair – arrived 7:14	Duncan Pendlebury – Vice Chair
Rosemary Enright – Secretary	Mick Cochran
Bernie Pfeiffer	Michael Smith

Not present: Dana Prestigiacomio

Also present:

Lisa Bryer, AICP – Town Planner
Wyatt Brochu – Town Solicitor
Cinthia Reppe – Planning Assistant
Jeff Davis – Horsley Witten – Consultant
Town Solicitor David Petrarca

II. Approval of Minutes February 6, 2019; review, discussion and/or action and/or vote

A motion was made by Commissioner Enright and seconded by Commissioner Cochran to accept the minutes with the following changes:

Page 2, paragraph 2 last sentence under New Business - To be self sufficient as a golf course we need to ~~be in that position if in the future to~~ construct an additional maintenance/storage facility and that may be part of the lease negotiations going forward.

Page 2, paragraph 3 first sentence under New Business - Commissioner Enright asked about salting ~~sanding~~ the parking lot

So unanimously voted.

III. Correspondence – nothing at this time

IV. Citizen’s Non-Agenda Item – nothing at this time

V. Reports

1. Town Planner’s Report
2. Chairpersons report

3. Town Committees
4. Sub Committees

VI. Old Business

1. **Zoning Ordinance Update – Solar, Wind, Undersized Lots:** Horsley Witten Group review, discussion and/or action and/or vote

Jeff Davis, Planner from Horsley Witten presented regarding renewable energy and zoning considerations. The consultants have been tracking what is going on at the state level with regards to renewable energy regulation. The state has come out with a model ordinance. In order to receive funds for renewable energy we need to have an ordinance of some kind or the state will withhold funding.

The proposed legislation is available now. Jeff will provide and Town Planner Lisa Bryer will share with the planning commission.

Jeff Davis presented these following questions:

- What types (residential scale to large scale) of solar energy systems are appropriate on Jamestown?
- Where do opportunities exist to locate these types of solar energy systems in Jamestown?
- How should the Town balance the permitting of solar development with protecting other valuable local resources?
- What standards should be in place to make sure solar energy systems function well, are good neighbors, and can be properly decommissioned?

Commissioner Pendlebury asked shouldn't we be looking at the locations? Where should we put them? Jeff said yes, by district.

Jeff said we should be concerned about accessory structure setbacks. Town Planner Lisa Bryer said to her a ground mounted system would be a structure and could be within accessory setbacks and it should be behind the main plane of the structure. For residential use the user should not be creating more then what they use, otherwise it is a commercial operation. It can be flexible and assume increased energy use after the solar installation due to converting to electrical heat or an electric car.

Jeff Davis said from a land use perspective it is about size and scale. Commissioner Pendlebury said it needs to be clarified. Lisa said that it is clear in the Comprehensive Plan, commercial use should not be in a residential area.

Chair Swistak arrived at 7:14

Commissioner Enright asked how do you determine how much each should use? What is needed. The solar companies figure that out.

The same rules as accessory structures for ground mounted. It could restrict someone who wants to use it for their house that they may not get enough panels that covers their usage. Can

we tell people how big their swimming pools can be? Tennis Courts? Shuffleboard? Swistak asked. The Commission noted that this is different, swimming pools do not generate income.

We have a lot coverage limit for all residential properties. Commissioner Pfeiffer said the HGWTO will limit these in the shores.

Swistak noted that maybe we do not want to see them on the front side of roofs. Solicitor David Petrarca said make sure you do not regulate which side of the roof it is on.

Swistak asked do association rules trump what the town regulations are? Lisa Bryer said if the developments have stricter rules then it would have to be regulated by that but they have to be at least as strict as town and state regulations.

We do not have any review process for solar at this time. Only if it meets the criteria of Development Plan Review in the commercial districts. For example, McQuades has a big solar system and it went through the TRC. Pfeiffer says it needs to be looked at by the officials to make sure there are not any issues.

Swistak asked about smaller scale systems; do we want to limit it in commercial districts. Are there certain areas where we do not want a commercial use? Commissioner Cochran said yes.

What Solicitor Petrarca is seeing in other communities is the solar fields have a 20-25 year life span and this is what they pitch to the agricultural zones. We do not have any agricultural zones here.

Commissioner Swistak asked if they would come to planning and zoning for public use so the voters would get a chance to weigh in on the project. He also asked why would the town do this? Lisa Bryer said to offset taxes.

Maintenance needs to be addressed Cochran said. Where would we address safety issues and accessibility?

They will work on this and get back to Planning Commission Jeff Davis noted.

Wind Generation is next subject to discuss. There is less of a demand for this, since it is not super productive here on land and it is mostly offshore. We have already had proposals so where is it appropriate here.

How feasible are they? One of the farms was very interested. How big are they asked Cochran? Not sure noted Lisa but they are looking at 100 kw systems. Jeff said these are the sorts of things we can set limits on. Setback, however tall the structure is, like 1 ½ times. If they are being used for excess in residential it is not allowed, it would have to be a use variance which is harder to get. For agriculture they can make money so they can help the farm be viable.

Visual impact: Swistak asked would you rather see the solar or the wind turbines?

Some other things to consider is setbacks, noise, shadow flicker, visual impacts signal interference.

Environmental impacts, animals etc.

Who decides? Planning, Administrative?

What Standards?

Commissioner Enright said having it 1.5 times the size away from property lines restricts where it can go.

Higher level of review if you do not meet the standards should be required.

Swistak said should it be allowed if the neighbors are onboard? Should we put in provisions that it is permitted even if it needs a variance if the neighbors give permission?

Jeff Davis said this gives him what he needs to draft it and he thinks they will have it for the April meeting. Lisa will not be here for the second meeting in April she will be at the National Planning Conference. They will not meet then.

Town Planner Lisa Bryer addressed the Undersized lots provision. Cochran said it doesn't make sense to him. Lisa Bryer said it was developed years ago because the shores had so many undersized lots so instead of having all these lots come in for variances they will allow them to adhere to a smaller setback. Pendlebury suggested rewording.

She is suggesting that the RR80 district areas in Reservoir Circle and Conanicut Park put the same kind of provision in it. Smith said it is already built out just rezone for R40 or possible R20. Bryer said she does not see the benefit in rezoning.

All undersized lots in R8 and R20 they have to come for Technical review and most in Shoreby Hill where we review Chris Cosa brought up today do we want to provide thresholds. Swistak says there have only been a handful in 10 years leave it as it is for R8 and R20.

No 2nd meeting in April

Commissioner Swistak asked about the Sustainability plan that was presented at the Town Council meeting. He asked if we will have a meeting for the planning commission too with notificatoin. Lisa will set that up.

VII. New Business – nothing at this time

VIII. Adjournment

Commissioner Cochran made a motion that was seconded by Commissioner Enright to adjourn the meeting at 8:40 p.m. So unanimously voted.

Attest:



Cynthia L. Reppe

Approved As written
PLANNING COMMISSION MINUTES
March 20, 2019
7:00 PM
Jamestown Town Hall
93 Narragansett Ave.

I. Call to Order and Roll Call

The meeting was called to order and the following members were present:

Michael Swistak – Chair	Duncan Pendlebury – Vice Chair
Rosemary Enright – Secretary	Bernie Pfeiffer
Dana Prestigiacomio	Michael Smith

Not present: Mick Cochran

Also present:

Lisa Bryer, AICP – Town Planner
Wyatt Brochu – Town Solicitor
Cinthia Reppe – Planning Assistant
Krista Moravec – Horsley Witten Consultant

II. Approval of Minutes March 6, 2019; review, discussion and/or action and/or vote

A motion was made by Commissioner Smith and seconded by Commissioner Enright to accept the minutes as written. So unanimously voted.

III. Correspondence – nothing at this time

IV. Citizen’s Non-Agenda Item – nothing at this time

V. Reports

1. Town Planner’s Report
2. Chairpersons report
3. Town Committees
4. Sub Committees

VI. Old Business

1. **Sustainable Jamestown, Presentation of Final Website, baseline report and progress report By Horsley Witten Group;** review, discussion and/or action and/or vote

Town Planner Lisa Bryer briefly addressed the Planning Commission and audience. This plan has been in the works for a while even before we hired the consultant. We had over 100 people participate in the workshops, meetings and online. That participation assisted the Planning Commission in setting goals and prioritizing actions.

Lisa Bryer introduced our consultant Krista Moravec, Planner from Horsley Witten and turned the meeting over to her. Ms. Moravec provided a bit of background for how we got here. We held many public meetings at the Planning Commission, public workshops, an open house and a sustainability fair. In addition we held interviews and meetings with community groups to come up with Jamestown's sustainability goals and outcomes.

Krista presented Sustainable Jamestown home page on the website and reviewed the website. Most of the information is on the website she noted.

Commissioner Swistak asked about action items and Krista noted that she did bring some handouts and the goals for each topic.

Ms. Bryer mentioned that 2 local Jamestown women brought forth a food composting initiative during the process and we now have a vendor for food composting that will pick-up curbside. A flyer is on the back table. In the beginning people will get a subsidy. You can choose every 2 weeks or every week. They will provide pick-up for restaurants also. This is provided by Rhodside Revival for Jamestown and a discount will be provided by Clean Ocean Access and 11th hour racing. On April 1st a movie "Wasted" is at Jane Pickens Theatre, Ms. Bryer saw the movie last year and said it is so informative and if you can get there it is worth seeing.

VII. Adjournment

A motion was made by Commissioner Enright and seconded by Commissioner Smith to adjourn the meeting at 8:00 p.m. So unanimously voted.

Attest:



Cinthia L. Reppe

JAMESTOWN TRAFFIC COMMITTEE

Meeting Minutes

Thursday, April 16, 2019

Approved:

I. A regular meeting of the Jamestown Traffic Committee was called to order at the Jamestown Town Hall, Conference Room, 93 Narragansett Avenue at 6:03 PM by Chairman Tighe.

II. The following members were present:

Thomas Tighe, Chairman
Mary Meagher, Vice-Chairman
Valerie Southern
Timothy Yentsch
William Munger

The following members were absent:

Vincent Moretti
David Cain

Also present:

Police Chief Edward Mello
Kim Devlin, Clerk

III. READING AND APPROVAL OF MIUNTES

A) March 21, 2019 (regular meeting)

Member Munger moved to approve the minutes; Chairman Tighe seconded. So voted; 4 ayes, 0 nays (Vice-Chairman Meagher abstained).

IV. OPEN FORUM

A) Scheduled Requests to Address

There were no Scheduled Requests to Address.

B) Non-Scheduled Requests to Address

There were no Non-Scheduled Requests to Address.

V. COMMUNICATIONS

A) Letter of Janice Bell requesting more crosswalk safety measures at the intersection of Laen Avenue and Watson Avenue; review and discussion and/or potential action and/or vote

Vice-Chairman Meagher moved to accept the correspondence; Member Munger seconded. So voted; 5 ayes, 0 nays.

VI. UNFINISHED BUSINESS

A) Increasing the speed limit on North Road; review and discussion and/or potential action and/or vote (Continued from 2/21/2019)

Member Southern suggested removing this item from the agenda until the project is further along.

The committee and Chief Mello agreed.

B) Neighborhood Traffic Calming Concepts; review and discussion and/or potential action and/or vote

Member Southern stated that the committee has not had a chance to meet yet so there is nothing to report.

C) RIDOT Report Re: Downtown Pedestrian Crossing; review and discussion and/or potential action and/or vote

Chief Mello stated that this item should not be on the agenda again; Member Munger only asked for it to be added to the last agenda to clarify details about the DOT request in the event that the item is ever revisited by the committee.

D) Stop Signs on High and Howland as requested by Sandy Sorlien; review and discussion and/or potential action and/or vote

Chairman Tighe stated that the residents in the neighborhood were not notified of this agenda item so it will be continued until after the community can provide feedback.

Sandy Sorlien addressed the committee about her concerns for safety at the intersection and why she is requesting a four way stop at this intersection.

A discussion ensued.

Member Southern clarified that the neighbors will be notified that this will be an agenda item for the next meeting.

Chairman Tighe confirmed there would be notice sent to the neighbors.

E) Open Meetings Act and Access to Public Records Act: Future Training Session by a Member of Ruggiero, Brochu & Petrarca, Town Solicitors; review and discussion and/or potential action and/or vote

No action was taken.

VII. NEW BUSINESS

A) Pedestrian crosswalks on State Roads in the Town of Jamestown; review, discussion and/or potential action

Executive Director Chief Mello stated that he has been working with the state DOT on marking and signage on a number of state roads in town. Executive Director Chief Mello provided the committee with pictures of the crosswalk by the playground as an example of the signage and markings he is requesting from the state.

Chief Mello informed the committee that the reconfiguration of the intersection at Hamilton and Southwest that he requested from the state two and a half years ago will begin on Monday.

Chief Mello went through his inventory of crosswalks and the plan for each location. Chief Mello stated that when the public works department added the one new sign at the crosswalk by the playground they removed three old signs.

Member Yentsch asked Chief Mello if there would be any special attention given to the crosswalk by the playground.

Chief Mello stated that the intersection there will be completely redesigned under the safe routes to school program.

B) Review of Proposed Amendments to the Jamestown Code of Ordinances Chapter 70 Traffic and Vehicles, Article II Administration and Enforcement, Sec. 70-25 Notice of Violation; Admission of Truth and Payment of Fines at Police Station; Amounts; Article III. Specific Street Regulations, Sec. 70-52 Stop Intersections; Article IV. Stopping, Standing and Parking, Sec. 70-81 Parking Area, Lots 172 and 173 (former ambulance barn); Sec. 70-82 Two-hour Parking Limit Located upon Lot 573 Plat 8; Sec. 70-83 Standing or Parking on Steel Pier and Bulkhead; Sec. 70-86 Standing or Parking on East Ferry Wharf; Sec. 70-87 Prohibited or Restricted Parking on Specified Streets; prepared by Police Chief Edward A. Mello; advertisement in the Jamestown Press April 25, 2019 edition for public hearing on May 6, 2019; review, discussion and/or potential action and/or vote

Vice-Chairman Meagher asked that this item be placed on the agenda because she felt the Traffic Committee should be aware of the Public Hearing on May 6th. Much of the changes are administrative but there are some things the committee should be aware of, such as proposed changes to parking on Ft. Getty road and Melrose Avenue, and the stop sign on Pemberton Avenue and Watson Avenue.

Chief Mello stated that the proposed changes to the ordinance were a collaborative effort through Town Administration and included many meetings with the Town Planner, Public Works Director, Town Administrator and the Recreation Director, along with suggestion from staff.

Chief Mello stated that the Melrose Avenue parking changes were brought to the Traffic Committee and the Traffic Committee already voted on the changes, but once the proposal was brought to the Town Council, the council decided that the Traffic Committee should re-examine the proposed changes, so it was removed from the Public Hearing.

Chief Mello reviewed the proposed changes with the Traffic Committee:

- Sec. 70-81: The reconfiguration of the former ambulance barn should provide 16 to 18 spaces and it is proposed to be an 8 hour lot with no boat trailer parking and no overnight parking
- Sec. 70-82: The parking lot across from the Narragansett Café is proposed to be a two hour lot with no boat trailer parking and no overnight parking
- Sec. 70-83: The proposal separates the steel pier from the bulkhead. The steel pier is regulated in the lease between the Town and Conanicut Marine
- Sec. 70-86: The proposed changes take away the ability to tow cars from the East Ferry lot and clean up the language
- Sec. 70-87: Specific Street Parking Regulations; Conanicut Avenue - The proposed changes reduce the parking time to two hours and promote the eight hour parking at the former ambulance barn lot and restrict boat trailer parking and overnight parking; Ft. Getty Road - The proposed changes will allow for overflow parking from Mackerel Cove with a resident sticker; Mackerel Cove Beach Parking - The proposed changes designate where vehicles may park and restrict double parking, boat trailer parking and overnight parking; Narragansett Avenue - The proposed changes restrict boat trailer parking; Southwest Avenue - The proposed changes will allow parking on the east side from West Street to Narragansett Avenue; Seaside Drive - The proposed changes restrict parking on the even numbered side

south of Hull Street; Valley Street – The proposed changes allow for two hour parking on the south side from North Road to Douglas Street; Weeden Lane – The proposed changes remove parking restrictions for this road; West Ferry – The proposed changes include a designated Harbormaster parking spot and restrict boat trailer parking.

Christian Infantolino addressed the Traffic Committee on behalf of five clients who live on Ft. Getty Road. Mr. Infantolino requested that the Traffic Committee vote to not allow parking on Ft. Getty road because private property abuts the asphalt and there are safety concerns, as the street isn't very wide and also environmental and emergency vehicle access concerns if parking is allowed.

Member Southern stated that she feels that the Town Planner and the Planning Commission be involved in and aware of the proposed changes.

Chief Mello stated that the Town Planner was involved in all of the discussions and clarified the process the town went through to develop the proposed changes. Chief Mello stated that many of the proposed changes are housekeeping issues, where the roads and signs were changed and the ordinance was never updated. The Ft. Getty Road parking was born from a discussion with the Town Council and when this was presented to the Town Council two weeks ago the Town Council removed some items from the proposed ordinance for the Traffic Committee to revisit. There was no intent to circumvent the Traffic Committee or the Planning Commission, the intent was to manage the space we have in the best manner possible.

Town Administrator Andy Nota clarified that the discussion of allowing parking on Ft. Getty Road was not to sanction parking on private property, but that the Town is looking into a reconstruction project on Ft. Getty Road that will widen the road and possibly bury power lines to allow for an increase of space that could support parking.

Chairman Tighe stated that the issue before the committee is whether we want to allow parking on Ft. Getty Road.

Member Munger moved to have no parking on Ft. Getty Road; Chairman Tighe seconded.

Member Southern stated that she feels added Police enforcement would also be beneficial.

Member Munger amended his motion to include "with increased Police enforcement."

So voted; 4 ayes, 0 nays (Vice-Chairman Meagher abstained).

Member Southern asked Chief Mello to clarify overnight parking.

Chief Mello stated that overnight parking is when a car is parked continuously from 11PM to 7AM.

Member Munger stated that he has concerns about the language regarding the crane we (Conanicut Marine) use on the Steel Pier.

Chief Mello stated that there were no changes to the language that the language Member Munger is concerned about is existing language, not an amendment. Chief Mello suggested that maybe the

language regarding the Steel Pier should be removed from the ordinance altogether, as the Steel Pier is regulated in the lease Conanicut Marine has with the Town.

Vice-Chairman Meagher moved to recommend holding off on items 70-83 and 70-87 Conanicus Avenue; Chairman Tighe seconded. So voted; 5 ayes, 0 nays.

C) Review of On-street Parking and Overnight Parking in neighborhoods throughout the Town of Jamestown; review, discussion and/or potential action and/or vote

Vice-Chairman Meagher stated that she asked for this item to be back on the agenda, as she feels the island should be looked at as a whole to see if there are other areas that should be looked at. When we added the restrictions for the south shores and began to look at the north shores, we received significant push back from the residents and then we (Traffic Committee) dropped the issue pretty quickly.

Chief Mello stated that the Traffic Committee rejected pretty much all of the recommendations he made the last time this was an agenda item and it will be an extensive process to restart. The committee should ask the Fire Chief for his input more so than the Police Chief, as Police cars are much smaller than Fire trucks and can pass through tight roads much easier.

Vice-Chairman Meagher stated that she would write a letter to the Fire Chief asking which streets he has concerns about.

Chief Mello stated that that action does not address the overnight parking part of the item.

D) Agenda items for the next and/or future agendas; review, discussion and/or potential action and/or vote

Agenda items to be continued are: Neighborhood Traffic Calming Concepts and Stop Signs on High and Howland.

E) Upcoming meeting schedule; review, discussion and/or potential action and/or vote

The next meeting will be held on May 16th.

VIII. ADJOURNMENT

There being no further business before the Committee, a motion was made by Member Moretti and seconded by Member Munger to adjourn the meeting at 7:56 PM. So unanimously voted.

Attest:

Kim Devlin
Clerk

JAMESTOWN ZONING BOARD OF REVIEW

Minutes of the March 26, 2019 Meeting

A regular meeting of the Jamestown Zoning Board of Review was held at the Jamestown Town Hall, 93 Narragansett Avenue. The Chairman called the meeting to order at 7:00 p.m. The clerk called the roll and noted the following members present:

Richard Boren, Chair
Dean Wagner, Vice-Chair
Edward Gromada, Member
Marcy Coleman, Member
Judith Bell, 1st Alt.
James King, 3rd Alt.

Also present:

Brenda Hanna, Stenographer
Chris Costa, Zoning Officer
Pat Westall, Zoning Clerk
Wyatt Brochu, Counsel
Andrew Nota, Town Administrator
Mike Gray, Public Works Director
Lisa Bryer, Town Planner

Richard Boren welcomed James King to the Board.

MINUTES

Minutes of February 26, 2019

A motion was made by Edward Gromada and seconded by Marcy Coleman to accept the minutes of the February 26, 2019 meeting as presented.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Edward Gromada, Marcy Coleman and Judith Bell voted in favor of the motion.

James King was not seated and Terence Livingston and Erik Brine were absent.

CORRESPONDENCE

Nothing at this time.

Terence Livingston, Member, arrived approximately 7:05.

NEW BUSINESS

Flanagan

A motion was made by Marcy Coleman and seconded by Dean Wagner to grant the request of Jay G. Flanagan, whose property is located at 63 Whale Rock Rd., and further identified as Assessor's Plat 12, Lot 192 for a variance from Article 3, Section 82-302, Table 3-2 Setbacks and Article 6, Section 82-605 Variances to construct a 2 story garage 24 x 36 with a front yard setback of 36.7 ft. where 40 ft. is required.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTION 600, SECTION 606, and SECTION 607, PARAGRAPH 2.

This Variance is granted with the following restriction/condition(s):

This project must be constructed in strict accordance with the site and building plans duly approved by this Board.

This detached garage shall not have a kitchen.

This motion is based on the following findings of fact:

1. Said property is located in a R40 zone and contains 23,522 sq. ft.
2. The current property does not have a garage.
3. The home is built on a slab so there is little storage available to the homeowner.
4. The applicant was limited in where the garage could be placed based on the layout of the lot, potential interference with an existing heat pump and encroachment on the coastal buffer zone.
5. The relief sought is the least relief necessary as a front setback of 36.7 ft. where 40' is required is the only relief needed.
6. The proposed garage will not be visible from the street due to natural vegetation.
7. No one spoke against the request.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Marcy Coleman voted in favor of the motion.

Judith Bell and James King were not seated and Erik Brine was absent.

Town of Jamestown

A motion was made by Edward Gromada and seconded by Marcy Coleman to grant the request of The Town of Jamestown whose property is located at 245 Conanicus Ave., and further identified as Assessor's Plat 8, Lot 283 for a Special Use Permit from Article 3, Section 82-301, Uses & Districts, Table 3-1 VI Commercial Retail, F.1. Golf Course, including Clubhouse. Also, Article 6, Section 82-600, 601 & 602 - Relating to Special Use Permit to raze existing and construct a new Golf Course Clubhouse Facility.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTIONS 600 and 602.

This Special Use Permit is granted with the following restriction/condition(s):

This project must be constructed in strict accordance with the site and building plans duly approved by this Board.

This motion is based on the following findings of fact:

1. Said property is located in an OS-II zone and contains 74.5 acres.
2. Ingress and egress to the parking lot will be through one-curb cut with parking configured to an east-west orientation.
3. Cape Cod berming added to the north & south sides of the parking lot to further direct storm water flow to the catch basins.
4. The scenic view shed to be maintained with low shrubs and planting to provide definition to the parking lot. In all cases Rhode Island native plants should be used wherever possible.
5. The proposed buildings meet all required zoning setbacks and requires no variances.
6. The existing sign will be relocated to better fit the curb cut.

7. The new golf facility must be compatible with the existing environment where that environment is paramount to its success.
8. The new golf course will not generate any unwanted electrical, electronic or noise interference.
9. The new facility will be outfitted with all new water saving devices required by building code and town regulations.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Marcy Coleman voted in favor of the motion.

Judith Bell and James King were not seated and Erik Brine was absent.

Haskell

A motion was made by Dean Wagner and seconded by Terence Livingston to grant the modified request of Linda S. Haskell, whose property is located at 74 Summit Ave., and further identified as Assessor's Plat 1, Lot 44 for a variance from Article 3, Section 82-302, Table 3-2 setbacks, Article 6, Section 82-605, variances to replace existing 8 x 8 shed with a 8 x 12 shed with an east side of 2'6" where a 20' setback is required.

The applicant has withdrawn her request for a variance from the south setback and agreed to place the new shed 20 feet from the south lot line.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTION 600, SECTION 606, and SECTION 607, PARAGRAPH 2.

This project must be constructed in strict accordance with the site and building plans duly approved by this Board. That is, the shed will be 2'6" from the east lot line and 20' from the south lot line.

This motion is based on the following findings of fact:

1. Said property is located in a R80 zone and contains 16,115 sq. ft.
2. The applicant will replace an existing shed that is 2'6" from the south lot line.
3. The new shed will not increase the nonconformity.

4. The shape of the lot allows few choices for the location of the new shed.
5. The applicant has no basement and is unable to use her attic for storage so she needs a larger shed for storage.
6. The relief sought is the least relief necessary.
7. There were no objections to the application.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Marcy Coleman voted in favor of the motion.

Judith Bell and James King were not seated and Erik Brine was absent.

Bachetti

It was determined beforehand that the property is in the High Groundwater District and therefore needs to go before the Planning Board first.

A motion was made by Marcy Coleman and seconded by Terence Livingston to continue the request of Louis Bachetti to the April 23, 2019 meeting.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Marcy Coleman voted in favor of the motion.

Judith Bell and James King were not seated and Erik Brine was absent.

Lyons

The request was heard and it was determined that more information was needed and more detailed drawings were necessary.

A motion was made by Terence Livingston and seconded by Marcy Coleman to continue the request of Matthew T. Lyons to the April 23, 2019 meeting.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Marcy Coleman voted in favor of the motion.

Judith Bell and James King were not seated and Erik Brine was absent.

Taylor

A motion was made by Richard Boren and seconded by Dean Wagner to grant the request of Angus and Pauline Taylor whose property is located at 43 Marine Avenue, and further identified as Assessor's Plat 9 Lot 428 for a Variance from Article 3, Section 302, Table 3-2 "District Dimensional Regulations" for Front Setback - Principal Building, and Article 6, Section 82-606 "Variances Authorized by ordinance [chapter]" to raze an existing garage with living space above, and to construct a new two car garage with living space above. The proposed setback is 15' where 30' is required.

This Board has determined that this application does satisfy the requirements of ARTICLE 6, SECTION 600, SECTION 606, and SECTION 607, PARAGRAPH 2.

This Variance is granted with the following restriction/condition(s):

This project must be constructed in strict accordance with the site and building plans duly approved by this Board.

This motion is based on the following findings of fact:

1. Said property is located in a R20 zone and contains 17,364 square feet.
2. Four abutters provided correspondence in favor of the application.
3. The applicant's purchased the house in 6/18.
4. The existing building is 1131 sq. ft.
5. The proposed alteration is 403 sq. ft.
6. Ingress and egress will be better suited with the addition.
7. To modify the garage and continue its present location would require tree removal.
8. Rotating the garage to face toward Marine Ave. will be safer.
9. The wetlands edge is 50 feet and the addition will be outside the setback.
10. The garage cannot be placed farther away from the street because of the house location.

11. The garage will be 21 feet, where 24 feet is common.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Marcy Coleman voted in favor of the motion.

Judith Bell and James King were not seated and Erik Brine was absent.

DiOrio

A motion was made by Terence Livingston and seconded by Marcy Coleman to **deny** the request of Christopher DiOrio, whose property is located at 109 Longfellow Rd., and further identified as Assessor's Plat 8, Lot 143 for a variance from Article 3, Section 82-302, Table 3-2 Setbacks, and Article 6, Section 82-605 Variances to construct a new 2 story garage that is 5' from rear setback and 5' from side setback, where 10' is required for both.

This Board has determined that this application **does not** satisfy the requirements of ARTICLE 6, SECTION 600, SECTION 606, and SECTION 607, PARAGRAPH 2.

This motion is based on the following findings of fact:

1. Said property is located in a R20 zone and contains 12,567 sq. ft.
2. There is nothing unique about the character of the subject property that would require a variance.
3. Four neighbors opposed the project:
Mr. Kazan, 95 Longfellow Rd.
Mr. Pratt, an abutter at 101 Longfellow Rd.
Owen McEntee, 109 Longfellow Rd.
Harry & Laurie Cole, 74 Grinnell St.
4. The Board finds that there is no hardship.
5. That the Board finds that according to the plans submitted the garage could be built in an area that would not encroach on the setback.

The motion to **deny** carried by a vote of 5 - 0.

Dean Wagner, Terence Livingston, Edward Gromada, Marcy Coleman and Judith Bell voted in favor of the motion.

Richard Boren recused himself, James King was not seated and Erik Brine was absent.

Brayton

The request was heard and it was determined that more information was needed in regards to TRC paperwork and the OWTS.

A motion was made by Terence Livingston and seconded by Marcy Coleman to continue the request of Benjamin Brayton to the April 23, 2019 meeting.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Marcy Coleman voted in favor of the motion.

Judith Bell and James King were not seated and Erik Brine was absent.

ADJOURNMENT

A motion was made and seconded to adjourn at 9:15 p.m.
The motion carried unanimously.

**RHODE ISLAND GOVERNMENT REGISTER
PUBLIC NOTICE OF PROPOSED RULEMAKING**

COASTAL RESOURCES MANAGEMENT COUNCIL

Title of Rule: Salt Pond Region Special Area Management Plan (650-RICR-20-00-3)

Rule Identifier: 650-RICR-20-00-3

Rulemaking Action: Proposed Amendment

Important Dates:

Date of Public Notice: 04/25/2019

Hearing Date: 05/14/2019

End of Public Comment: 05/27/2019

Authority for this Rulemaking:

R.I. Gen. Laws § 46-23-6

Summary of Rulemaking Action:

Amend § 3.4.12(A)(1) to extend the existing regulatory deadline of 10/7/19 by five (5) years until 10/7/2024 for the filing of an experimental coastal erosion control application.

Additional Information and Comments:

All interested parties are invited to request additional information or submit written or oral comments concerning the proposed amendment until May 27, 2019 by contacting the appropriate party at the address listed below:

James Boyd
Coastal Resources Management Council
Stedman Government Center
4808 Tower Hill Road
Wakefield, RI 02879
jboyd@crmc.ri.gov

Public Hearing:

A public hearing, in accordance with R.I. Gen. Laws § 42-35-2.8, to consider the proposed amendment shall be held on May 14, 2019 at 6:00 pm at Department of Administration, Conference Room A, One Capitol Hill, Providence, RI 02908 at which time and place all persons interested therein will be heard. The seating capacity of the room will be enforced and therefore the number of persons participating in the hearing may be limited at any given time by the hearing officer, in order to comply with safety and fire codes.

The place of the public hearing is accessible to individuals who are handicapped. If communication assistance (readers/interpreters/captioners) is needed, or any other accommodation to ensure equal participation, please call 401-783-3370 or RI Relay 711 at least three (3) business days prior to the meeting so arrangements can be made to provide such assistance at no cost to the person requesting.

Regulatory Analysis Summary and Supporting Documentation:

The purpose of the Salt Pond Region Special Area Management Plan (SAMP) is to provide for the integration and coordination of the protection of natural resources, the promotion of reasonable coastal-dependent economic growth, and the improved protection of life and property within the coastal watershed area within the municipalities of Westerly, Charlestown, South Kingstown and Narragansett. The proposed amendment to § 3.4.12(A)(1) does not change the status quo of the existing regulations, but merely extends the deadline for eligible coastal property owners to file an application for experimental coastal erosion control methods to protect shoreline property.

For full regulatory analysis or supporting documentation see agency contact person above.



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

MAY 2019 CALENDAR

- Tuesday, May 14** **Policy & Planning Subcommittee Meeting.** Cervenka Green Ducharme Antonelli, LLC; 235 Promenade Street, Suite 475; Providence, RI.
4:00 p.m.
- Tuesday, May 14** **CRMC Semimonthly Meeting.** Administration Building, Conference Rm A, One Capitol Hill, Providence, RI.
6:00 p.m.
- Friday, May 24** **Administrative Fine Hearings.** CRMC Conference Room, Oliver Stedman Government Center, 4808 Tower Hill Road, Wakefield, RI.
9:30 a.m.
- Tuesday, May 28** **ROW Subcommittee Meeting.** Administration Building, Conference Room A, One Capitol Hill, Providence, RI.
5:45 p.m.
- Tuesday, May 28** **Semimonthly Meeting.** Administration Bldg, Conference Rm A, One Capitol Hill, Providence, RI.
6:00 p.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.



**Town of Jamestown
Tax Assessor**

**93 Narragansett Avenue
Jamestown, RI 02835**

**Phone: 401-423-9802
Email: cbrochu@jamestownri.net**

To: COUNCIL PRESIDENT WHITE, JAMESTOWN TOWN COUNCIL

From: CHRISTINE BROCHU, JAMESTOWN TAX ASSESSOR

Subject: ABATEMENTS/ADDENDA OF TAXES FOR THE **MAY 6, 2019** MEETING

REAL PROPERTY/TANGIBLE ABATEMENTS TO 2018 TAX ROLL

03-1520-25 Crawford, Christopher & Maryanne	Plat 2, Lot 147 transferred on 3-25- 2019 to Account 08-0140-00	\$6,554.84
07-0126-00 Garlick, Judith E.	Plat 8, Lot 502 transferred on 4-5-2019 to Account 11-0119-00	\$3,488.76
07-0367-60 Gillespie, Sara & John	Plat 3, Lot 153 transferred on 4-1- 2019 to Account 06-0299-50	\$7,114.16
13-1325-00 Mecca, Stephen & Linda, Trustees	Plat 2, Lot 247 transferred on 4-2- 2019 to Account 13-1930-00	\$20,878.57
22-0064-25 Veltri, Nicholas & Antonio	Plat 5, Lot 215 transferred on 3-26- 2019 to Account 03-1623-02	\$3,104.23

ADDENDA TO 2018 TAX ROLL

03-1623-02 Cummings, Kristopher & Jessica	Plat 5, Lot 215 transferred on 3-26-2019 from Account22-0064-25	\$3,104.23
06-0299-50 Fleming, James & Leslie	Plat 3, Lot 153 transferred on 4-1- 2019 from Account 07-0367-60	\$7,114.16
08-0140-00 Hanson, Alfred & Nicholas	Plat 2, Lot 147 transferred on 3-25- 2019 from Account 03-1520-25	\$6,554.84
11-0119-00 Keen, Martin & Mary	Plat 8, Lot 502 transferred on 4-5-2019 from Account 07-0126-00	\$3,488.76
13-1930-00 Monti, Peter & Sylvia	Plat 2, Lot 247 transferred on 4-2- 2019 from Account13-1325-00	\$20,878.57

TOTAL ABATEMENTS	\$ 41,140.56
TOTAL ADDENDA	\$ 41,140.56

RESPECTFULLY SUBMITTED,

Christine Brochu

CHRISTINE BROCHU
TAX ASSESSOR

To: The Jamestown Chamber of Commerce
From: Bill Munger
Date: 16 April 2019
RE: Village parking observations

I was appointed to the traffic committee to represent the interests of the Jamestown Chamber.

I have witnessed how the village has evolved over the last 60 years from a time when large (muddy) lots existed for parking before Bank Newport and before the Ambulance barn was built. Few time limits existed then on available spaces. To now, when we must all share and balance the needs of many user groups.

In my professional career as founder of Conanicut Marine Services and my educational training in being a Certified Marina Manager I have vast experience in understanding the variables associated with parking and circulation.

-So today ...Please be aware that Jamestown village is now in very, very fragile state. It would be foolhardy to just guess that we need more 2 hr. spaces without first analyzing closely the actual needs of the businesses, the needs of the public and the needs of many employees that also need access to the village.

-Please note ...The Preppy Pig, Jamestown Fish & Bay Voyage restaurants all closed in the Fall of 2018. Chopmist & Simpatico have reduced operating hours from the previous robust years. Angels Kitchen has yet to gain traction after Freddie Bings Pizza closed.
The above closure / impacts WERE NOT at all from any lack of 2 hr parking spaces ,but from a LACK OF PEOPLE.

Today , the East Ferry Public access to the Bay is by far our communities strongest economic engine . Today it may be our ONLY economic engine .Numerous user groups require various times from 10 minutes to 10 hrs. Currently today's "as is "time limits attempt to balance the accommodations to most user groups relative to the space available. However ,currently, a large shortage of 10 hr spots in the heart of the village to accommodate day trippers and employees contributes to an over all negative economic impact .

We must be aware that those arriving to access the Bay spend considerable dollars and if we do not rush them away on their return they spend even more before departing.

-We must also be aware that the very heavily used bank lot in the heart of the village now FOR SALE currently accommodates 24 - 25 cars from various user groups . Today, with no time limit ,spaces are occupied from 10 min - overnight. How will we plan for the eminent transition?

Ambulance lot:

I support returning the proposed 10 plus spaces to 10 hrs /No overnight.

Further, I support a vote from the TC that the Town will convert the ambulance lot to accommodate a nicely landscaped Town parking lot that would also include a modest restroom facility.

The "Betty Hubbard planning board " had a concept plan in place some time ago to accommodate some 40 cars. The TC should vote now to approve funding for an architect to immediately begin work on a concept plan.

Conanicus Ave beach parking:

For now ,I support NO CHANGE to the existing 8 hrs / no overnight .This space currently accommodates workers and day visitors.

In time ,I could support a time reduction to 4 hrs. But ONLY AFTER the ambulance lot 40 car plan is in place as the current need is for more day spaces .

Village working people:

This is a big problem taking a vast number of spaces away from short term visitors. Workers need 9-10 hours . Where do we want them to park? Many village businesses have NO parking spaces at all of their own to accommodate their employees.Currently too many employees have no choice but to keep moving around to any other available short term space.

The ambulance lot could accommodate many workers only if the TC takes action to convert the use COMPLETELY to parking.

Respectfully,
Bill Munger
1 Ferry Wharf
20 Narragansett Ave



May 2019

RI Transit Master Plan Update



Transit Forward RI 2040, Rhode Island's first ever multimodal transit planning effort, is approaching the halfway mark and celebrating a major milestone: publication of a comprehensive State of the System report. Launched in 2018, *Transit Forward RI* envisions a passenger transportation network designed specifically to meet the needs of Rhode Island communities today and in the future. Using data, public input, and nationwide best practices, the plan will recommend a program of short-, mid-, and long-term

projects, as well as an implementation strategy identifying potential partnerships, policies and needed investments. The project is being led by RIPTA, in partnership with RIDOT and the Division of Statewide Planning.

The "State of the System" report details how well current transit services – including bus, rail and water transportation – are performing today, and where more or different service may be warranted. It looks at who uses transit in Rhode Island, which routes have the highest ridership, and where there will be a need for new or expanded services over the next few decades. The report also examines the connection between economic development and transit, infrastructure improvements that can be made to support transit, and challenges the state might face. "The Division of Statewide Planning looks forward to continuing a close working relationship with RIPTA and RIDOT as we develop components of the *Long Range Transportation Plan* that address both present capabilities and future needs," said Meredith Brady, Associate Director of Statewide Planning. "This 'State of the System' report is an important component of the *Transit Master Plan* that

stands alone as a comprehensive evaluation of existing service, but will also inform future updates to the State Guide Plan.” Please visit www.TransitForwardRI.com to view the report and to get more information on the *Transit Master Plan*.

RI Planning's Map Gallery

Do you love maps? Do you need information about transportation and land use in Rhode Island? Then check out our [Statewide Planning on-line map gallery](#)! You will find maps for:

- The Rhode Island Transportation Improvement Program, FFY 2017-2025
- The Rhode Island State Transportation Improvement Program, FFY 2018-2027
- Rhode Island Sea Level Rise and Its Impacts on Transportation Assets
- RI Highway Functional Classifications



If you want to make your own map, you can use the [RI Planning Mapping Application](#): it's a great tool that represents a wide range of RI Geographic Information System ([RIGIS](#)) data with appropriate symbology already set up for you to use.

For more information about these maps (and other maps), please contact Christina Delage Baza, Data Analyst I, at Christina.DelageBaza@doa.ri.gov.

From the Associate Director

Mayday, Mayday... So, today is the first of May, and I've found a lot of meaning in looking up the term "May Day", for there are two distinct and separate meanings that happen to join quite nicely together and also act as a complement to my April column.

The term "mayday", as a distress signal, originated in 1923. It was made official in 1948. It was the idea of Frederick Mockford, who was a senior radio officer at [Croydon Airport](#) in London. He came up with the idea for "mayday" because it sounded like the French word m'aider, "help me". I wrote last month about feeling overwhelmed and trying to learn to delegate. Easier said than done, right? Only sometimes the universe sends you a message that you can't ignore, in the form of a nasty little virus. I've been out of commission for

three days now and have had to take my hands off the wheel and trust that the bright, energetic, dedicated staff at Division of Statewide Planning will take care of the critical issues, and the rest can wait until I don't feel like I've been run over by an eighteen wheeler (can I collect a toll for that?) and I'm not coughing up a lung.

What can you do to help me, and help the Division of Statewide Planning? First of all, local planners, please make sure you've reviewed the January public draft of the [Bicycle Mobility Plan](#) and have provided [Michael D'Alessandro](#) with any comments or requested an in-person meeting to go over salient points: we may be grouping some communities together for efficiency's sake if there are a number of requests, but we're moving to finalize the plan, so don't delay!

Secondly, you can send us some great candidates for the raft of open positions we will be advertising over the next few weeks, everything from principal planners to data analysts and everything between. My easiest way to have my mayday call answered? Build my team!

Last but not least, what's that other meaning of May Day I was talking about? Well, yes, it's May 1st, which started as a Roman and Pagan holiday and has come to represent not only spring, and growth, but also workers everywhere. So I'd like to acknowledge my team for their dedication. Things move slowly, sometimes glacially, in government, and not everybody gets along all day every day, but I think we have an amazing group of planners and support staff in the Division of Statewide Planning and I am constantly grateful for their assistance.

Next time you see them, thank them, and thank the staff around you for continuing to care about their work product, ethics, and vision for the future of all the communities in Rhode Island.

RI Planner Spotlight

Diane Feather, AICP is the Acting Planning Director for the City of East Providence; she has worked for the City for twenty-nine years. With the change in form of government in early-2019, she is the first Planning Director in East Providence to report to a Mayor. Diane is currently is working on: project concept design for the Henderson Bridge reconstruction; administration of a U.S. EDA Economic Adjustment Grant; transportation system improvements to the waterfront; Opportunity Zone implementation; subdivision and land development projects; updates to the Zoning Ordinance; and



preparing for the 2020 US Census. Diane oversees the work of three planners and the CDBG Division. Diane served as the President of the RI chapter of the American Planning Association from 2006-2010. Her interests include genealogy, reading Civil War and WWII history, beach combing along the Riverside waterfront, textiles and design, and archery. Contact Diane at DFeather@cityofeastprov.com.

Upcoming Meetings

Technical Committee

May 3 at 9AM

DOA Conference Room 2A
One Capitol Hill, Providence

PHOTO TRIVIA:

Do you know where in RI is this located?
See the answer at the bottom
of the newsletter.

State Planning Council

May 9 at 9AM

DOA Conference Room 2A
One Capitol Hill, Providence

Transportation Advisory Committee

May 23 at 5:30PM

DOA Conference Room 2A
One Capitol Hill, Providence



All meetings are open to the public!

Upcoming Events

May 3 Planners' Round-table: New RIDEM wetland regs. Join RIDEM staff and fellow planners for a presentation and discussion about the new State wetlands regulations. Time: 2:30PM-4PM (and then adjourn to Duffy's Tavern for happy hour). Sponsored by the RI Division of Statewide Planning. Please RSVP to Roberta.Groch@doa.RI.gov.

- Location: North Kingstown Public Library, 100 Boone Street.

May 3-5 Jane's Walk- Providence Jane's Walk is a global festival on the first weekend in May, inspired by urban activist Jane Jacobs, to encourage people to get out and explore their neighborhoods. These free walks are led by volunteer guides who share knowledge of their own communities. Click on the links for locations and more information. Some of the walks include:

May 3

- ["Skin Deep: Downtown Building Facades."](#) Time: 5P-7P

May 4

- ["Downtown Providence: LGBTQ History."](#) Time: 10A-11:30A
- ["The Neighborhoods of the North Burial Ground."](#) Time: 10A-11:30A
- ["Downtown Providence."](#) Time: 10:30A-12:30P.
- ["Barrio Tours: Cranston St. and the West End."](#) Time: 10:30A-12P
- ["Cathedral Square/Market Square: A Study in Contrasts."](#) Time: 10:30A-12:30P
- ["College Hill and the International Slave Trade."](#) Time: 2P-4P

May 5

- ["Providence's Historic Chinatown, American Connections."](#) Time: 12P-1:15P
- ["The Historic Jewelry District: Past, Present and Future."](#) Time: 12P-2P
- ["Gargoyles: The Faces and Beasts of Downcity."](#) Time: 3P-4:30P
- ["Discovering Roger Williams Park."](#) Time: 3P-4:30P

May 10 ["Change Your Downtown Development Thinking."](#) Join Roger Brooks, President and Founder of Destination Development Associates, for a workshop about how to make a city or town a better place to live, work and visit. Time: 8:20A-11:45A. Free: [registration](#) is requested.

- Location: Blackstone Valley Visitor Center, 175 Main Street, Pawtucket.

May 14 [2019 Green RI Sustainable Product Showcase](#). Companies producing earth-friendly building materials set up shop to display their latest and greatest products for industry members to view. In addition to exploring the tradeshow floor, attendees have the opportunity to attend CEU presentations, network with peers, and learn about the latest innovations regarding sustainable products from various vendors. Time: 5PM-8:30PM.

- Location: WaterFire Arts Center, 475 Valley Street, Providence.

May 20 [Solar Siting in RI Municipalities](#) workshop. Speakers: Scott Millar, Grow Smart RI; Paul Raduca, Kearsarge Energy; Chelsea Siefert, Town of South Kingstown; Ashley Sweet, Town of Exeter; Jim Lamphere, Town of Hopkinton. Time: 5P-8:30P. A light supper will be served. Sponsored by the Narragansett Bay Research Reserve and Grow Smart RI (2.5CM). Free, but [registration](#) is required.

- Location: TBD.

Grant Opportunities

May 10 [NRCS Conservation Stewardship Program \(CSP\)](#) application deadline. This critical USDA Natural Resources Conservation Service (NRCS) program covers part of the cost for producers implementing new conservation activities and maintaining their existing activities. NRCS now enrolls eligible, high-ranking applications based on dollars rather than acres, and higher payment rates are now available for certain conservation activities, including cover crops and resource conserving crop rotations. CSP also provides specific support for organic and transitioning to organic production activities. Contact Diane Petit, RI Public Affairs Officer, at diane.petit@usda.gov or 401-822-8843.

May 15 [NEH Infrastructure and Capacity Building Challenge Grants](#) deadline. The National Endowment for the Humanities' (NEH) Challenge Grants program aims to help institutions secure long-term support for their core activities and expand efforts to preserve and create access to outstanding humanities materials. Applications are welcome from historical societies and historic sites, public libraries, museums, colleges and universities, scholarly associations, and other public and nonprofit humanities entities.

May 20 [NFWF National Coastal Resilience Fund](#) pre-proposal deadline. The National Fish and Wildlife Foundation (NFWF) will make investments to restore and strengthen natural systems to protect coastal communities from the impacts of storms, floods, and other natural hazards. Funding will enable quicker recovery, while also enhancing habitats for important fish and wildlife populations. Grants are expected to average approximately \$125,000, depending upon the scale and scope of the project.

June 3 [The van Beuren Charitable Foundation grant](#) application deadline. Aquidneck Island and Newport County are priorities for The Foundation, but proposals from outside this region that can make a clear case for the benefit to their target communities are welcome. Preference is given to proposals that demonstrate the greatest likelihood of achieving measurable results in four priority areas: strong starts, healthy lifestyles, community prosperity and excellence in the commons. Successful grant applications will present a realistic and persuasive case statement describing the positive impact potential funding will have on the targeted constituency or community.

June 12 [National Archives' Publishing Historical Records](#) application deadline. The National Historical Publications and Records Commission of the National Archives seeks proposals to publish documentary editions of historical records. Projects may focus on broad historical movements in U.S. history, such as politics, law (including the social and cultural history of the law), social reform, business, military, the arts, and other aspects of the national experience, or may be centered on the papers of major figures from American history. Local government agencies and Federally-acknowledged or state-recognized Native American tribes or groups are eligible.

Planning Articles of Interest

[Bye-bye bikes? Many mobility companies quietly shift their focus to scooters](#)

[Portsmouth Zoning Board green lights Ragged Island brewery plan](#)

[As Americans spread out, immigration plays a crucial role in local population growth](#)

[The best kept—and dirtiest—secret about 5G](#)

[IRS publishes second round of proposed Opportunity Zone guidance](#)

[Wind turbine project has residents up in arms](#)

[Whither the McMansion?](#)

[Council will hold separate meetings on TOD affordable housing mandate](#)

Check out our website for plans, maps, publications, and more!
www.planning.ri.gov

RI Statewide Planning contacts:

Meredith Brady, Associate Director
(401) 222-6496
Meredith.Brady@doa.ri.gov

Benny Bergantino, Senior Planner
(401) 222-1755
Benny.Bergantino@doa.ri.gov

Linsey Callaghan, Assistant Chief
401/222-6479
Linsey.Callaghan@doa.ri.gov

Paul Capotosto, Fiscal Management Officer
(401) 222-6170
Paul.Capotosto@doa.ri.gov

Michael D'Alessandro, AICP- Principal Planner
(401) 222-2177
Michael.Dalessandro@doa.ri.gov

Christina Delage Baza, Data Analyst I
(401) 222-6481
Christina.DelageBaza@doa.ri.gov

Vincent Flood, Supervising Planner
(401) 222-1243
Vincent.Flood@doa.ri.gov

Kim Gelfuso, Information Services Technician II
(401) 222-5764
Kim.Gelfuso@doa.ri.gov

Caitlin Greeley, Principal Planner
(401) 222-2848
Caitlin.Greeley@doa.ri.gov

Roberta Groch, AICP- Assistant Chief
401/222-4720
Roberta.Groch@doa.ri.gov

Nancy Hess, Supervising Planner
(401) 222-6480
Nancy.Hess@doa.ri.gov

Benjamin Jacobs, Principal Research Technician
401-222-3949
Benjamin.Jacobs@doa.ri.gov

Michael Moan, Principal Planner
(401) 222-1236
Michael.Moan@doa.ri.gov

Kevin Nelson, Supervising Planner
(401) 222-2093
Kevin.Nelson@doa.ri.gov

Josh O'Neill, AICP- Supervising Planner
(401) 222-4849
Josh.Oneill@doa.ri.gov

Catherine Pitassi, Executive Assistant
401-222-7901
Catherine.Pitassi@doa.ri.gov

PHOTO TRIVIA ANSWER:

New York, New Haven & Hartford RR caboose (circa 1929)
Washington Secondary Bike Path, West Warwick

Photo: Google Earth

**TOWN OF CHARLESTOWN, RI
RESOLUTION IN SUPPORT OF LEGISLATION TO ESTABLISH AN
OCEAN STATE CLIMATE ADAPTATION AND RESILIENCE FUND (OSCAR)**

WHEREAS, the impacts of climate change upon Rhode Island's built and natural environments are wide-ranging, discernible and documented, and, in many cases growing in severity and include sea level rise, coastal erosion, flooding and storm surge;

WHEREAS, as of 2016, maximum sea level rise is projected by the National Oceanic and Atmospheric Administration (NOAA) to be approximately one foot (1') in 2035, two feet (2') in 2050 and up to nine feet (9') by 2100;

WHEREAS, the production, transport and use of fossil fuels have significant impacts on the environment;

WHEREAS, the use of fossil fuels releases carbon dioxide and methane, two greenhouse gases that trap the earth's heat within the atmosphere leading to climate change impacts;

WHEREAS, climate change has and will continue to pose significant risks for state and municipal infrastructure and our environment, public health, welfare, and economic well-being;

WHEREAS, providing areas for coastal and river habitats to migrate is essential to preserving coastal and marine wildlife resources;

WHEREAS, public access to the shoreline will be threatened by sea level rise and coastal erosion;

WHEREAS, Rhode Island's coastal infrastructure is at risk and cities and towns, along with the state, must begin to plan and implement projects that adapt infrastructure on public lands to the impacts of climate change, including sea level rise, coastal erosion, flooding and storm surge;

WHEREAS, adaptation projects will reduce the vulnerability of low-lying infrastructure through measures that include removal, relocation, and redesign of infrastructure, re-grading of banks and re-vegetation, acquisition of that area of land necessary to maintain public access, and preserving or securing lateral access along the shoreline;

WHEREAS, reducing the vulnerability of our infrastructure is vital to the economic prosperity and quality of life of the citizens of the state; and,

WHEREAS, the state of Rhode Island and its cities and towns need assistance in addressing the impacts of climate change including removing and relocating vulnerable infrastructure,

THEREFORE, BE IT RESOLVED, that the Charlestown Town Council supports passage of the House Bill 5628 and Senate Bill 412, Ocean State Climate Adaptation and Resilience Fund legislation by the RI General Assembly.

BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized to provide a copy of this resolution to the Town of Charlestown's representatives in the R.I. General Assembly and to all municipalities within the State of Rhode Island.

The RESOLUTION shall take effect upon passage.

By resolution of the Charlestown Town Council at a meeting held on April 8, 2019.


Amy Rose Weinreich, CMC Town Clerk



TOWN OF BARRINGTON, RHODE ISLAND
A TOWN COUNCIL PROCLAMATION FOR SMALL BUSINESS WEEK
MAY 5, 2019 - MAY 11, 2019

WHEREAS, every year, our Nation and State set aside a week to honor small business owners, advocates and workers for their important role in ensuring that America remains the economic leader of the world; and

WHEREAS, every day, small businesses help enhance the lives of our citizens and lead the way in our economy by providing jobs and opportunities while being the fastest growth sector; and

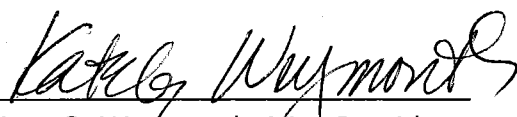
WHEREAS, small businesses are the lifeblood of the cities and towns across the country and state, and continue to be the backbone of the economy; and

WHEREAS, we salute small business owners, entrepreneurs and employees for enhancing our communities and expanding opportunities for all; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of Barrington does proclaim May 5 – May 11, 2019 as: **Rhode Island Small Business Week** in the Town of Barrington;

BE IT FURTHER RESOLVED, that, upon passage, copies of this resolution be sent to the Town of Barrington's State Senators and State Representatives in the Rhode Island General Assembly, the Senate President, the Speaker of the House, the Executive Director of the Rhode Island League of Cities and Towns, the Governor of the State of Rhode Island and all the Cities and Towns in the State of Rhode Island.

Adopted by the Town Council of the Town of Barrington on April 16, 2019.



Kate G. Weymouth, Vice President
Barrington Town Council

ATTEST:



Meredith DeSisto, Town Clerk

TOWN OF BARRINGTON, RI

RESOLUTION REGARDING SB 410 AND HB 5671 ON PLASTIC BAG BANS TO AMEND THE LANGUAGE TO EXCLUDE THE UNIFORMITY CLAUSE

WHEREAS, the Town of Barrington passed the first single-use plastic bag ban in the State of Rhode Island in 2013, and

WHEREAS, this ordinance was amended in 2015 to close a loophole in the original boiler plate language which unintentionally allowed for the distribution of thicker, single-use plastic bags, thus violating the intention of the ordinance which was to reduce the amount of plastic bags in circulation, and

WHEREAS, plastic pollution has been recognized as a global crisis, dangerous to the health of our oceans, ocean species, environment and wildlife, contributes to climate change, puts Rhode Island's fishing industries and aquatic ecosystems at risk, human health at risk, and is the major component of litter, and

WHEREAS, bills proposed in both the RI Senate (SB 410) and the House of Representatives (HB 5671) called "Plastic Waste Reduction Act" have been proposed to help eliminate single-use plastic bags, and

WHEREAS, we, the Town of Barrington applaud the intent of these bills to reduce the amount of plastic pollution in our State, in our environment, in our ocean and waterways and in our single landfill, and

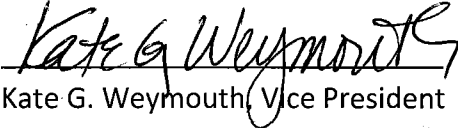
WHEREAS, both bills as currently written are weaker than Barrington's 2015 amended ordinance in that they will allow for thicker, single-use plastic bags to be reintroduced into our community as well as into the ten other RI communities having consistent, uniform existing plastic bag bans; and

WHEREAS, the statewide ban will do very little to encourage the re-use of shopping bags and will increase the volume of plastic waste.

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Barrington will support these bills only on the condition that **both bills be amended to exclude the uniformity clause**, specifically the language that states that this law will supersede all local laws, which would prohibit the Town of Barrington from continuing to take the lead on this critical issue and set the State on a path backwards, not forward in its effort to reduce plastic pollution.

BE IT FURTHER RESOLVED, that, upon passage, copies of this resolution be sent to the Town of Barrington's State Senators and State Representatives in the Rhode Island General Assembly, the Senate President, the Speaker of the House, the Executive Director of the Rhode Island League of Cities and Towns, the Governor of the State of Rhode Island and specifically to the municipalities of Warren, Bristol, Portsmouth, Middletown, Newport, Jamestown, South Kingstown, North Kingstown and New Shoreham as well as Westerly, Cranston and Providence, all municipalities with uniform and consistent plastic bag bans (the latter three (3) municipalities pending) and to the remaining Cities and Towns in the State of Rhode Island.

Adopted by the Town Council of the Town of Barrington on April 20, 2019.


Kate G. Weymouth, Vice President
Barrington Town Council


Attested by: Meredith DeSisto, Town Clerk

Burrillville Town Council
Resolution declaring the Town of Burrillville a
“SECOND AMENDMENT SANCTUARY TOWN”

- Whereas, the Town of Burrillville Town Council pursuant to Rhode Island statute and the Town of Burrillville Charter, is vested with the authority of administering the affairs of the Town of Burrillville, RI and
- Whereas, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms, and
- Whereas, the United States Supreme Court in *District of Columbia v. Heller*, 554 U.S.570 (2008), affirmed an individual’s right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home, and
- Whereas, the United States Supreme Court in *McDonald v. Chicago*, 561 U.S. 742(2010), affirmed that the right of an individual to “keep and bear arms,” as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment and is applicable to the states, and
- Whereas, the United States Supreme Court in *United States v. Miller*, 307 U.S. 174(1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment, and
- Whereas, Article I, Section 22 of the Rhode Island Constitution provides that “The right of the people to keep and bear arms shall not be infringed.”; and
- Whereas, Article I, Section 6 of the Rhode Island Constitution provides that “The right of the people to be secure in their persons, papers and possessions, against unreasonable searches and seizures, shall not be violated; and no warrant shall issue, but on complaint in writing, upon probable cause, supported by oath or affirmation and describing as nearly as many as may be, the place to be searched and the persons or things to be seized.”; and
- Whereas, Rhode Island gun sales already require in-state residency, background checks, an eight-day waiting period and a “Blue Card” [RI Department of Environmental Management Pistol/Revolver Certification] for handgun purchases; and prohibits all gun purchases
- on the behalf of another person,
 - or for anyone under indictment or convicted of a felony or any crime for which the judge could imprison said person for more than one year.
 - or for anyone who is a fugitive from justice,
 - or for any unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug or any controlled substance regardless of whether it has been legalized or decriminalized for medicinal or recreational purposes,
 - or for anyone adjudicated as a mental defective OR has ever been committed to a mental institution,
 - or for anyone who has been discharged from the Armed Forces under dishonorable conditions,
 - or for anyone who is subject to a court order restraining said person from harassing, stalking, or threatening their child or an intimate partner or child of such partner,
 - or for anyone who has been convicted in any court of a misdemeanor crime of domestic violence,

- or for anyone who has renounced their United States citizenship,
- or for anyone who is an alien illegally or unlawfully in the United States, and

Whereas, it is the desire of the Burrillville Town Council to declare its support of the Second Amendment to the United States Constitution and to the provisions of the Rhode Island Constitution which protect Burrillville Citizens' inalienable and individual right to keep and bear arms, and

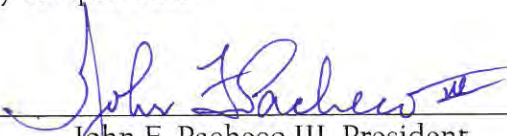
Whereas, the Burrillville Town Council Members each took an oath to support and defend the United States Constitution, the Rhode Island Constitution, and the laws of the State of Rhode Island which are not deemed unconstitutional by a court of competent jurisdiction, and the Charter of the Town of Burrillville.

NOW, THEREFORE, BE IT RESOLVED by the Burrillville Town Council that the Town of Burrillville be, and hereby is, declared to be a "Second Amendment Sanctuary Town."

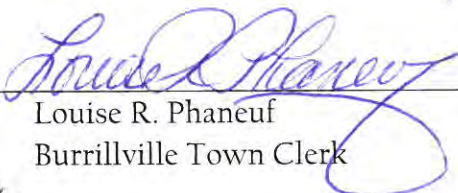
BE IT FURTHER RESOLVED that the Burrillville Town Council affirms its support for the Burrillville Police Department to exercise sound discretion when enforcing laws impacting the rights of citizens under the second amendment.

BE IT FURTHER RESOLVED that the Burrillville Town Council will not appropriate funds for capital construction of building space or purchase of storage systems to store weapons seized pursuant to the requirements set forth in any legislation if such bill is enacted by the Rhode Island General Assembly and/or for the purpose of enforcing any other law that unconstitutionally infringes upon the right of the People of the Town of Burrillville to keep and bear arms.

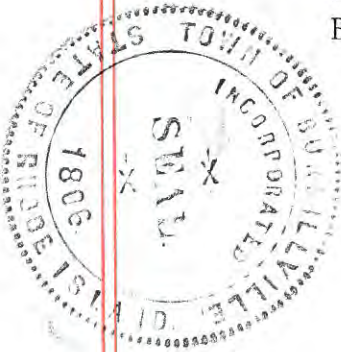
Adopted as a resolution this 24th day of April 2019



John F. Pacheco III, President
Burrillville Town Council

Attest: 

Louise R. Phaneuf
Burrillville Town Clerk





Smithfield School Department

Administration Office
49 Farnum Pike
Smithfield, RI 02917
(401) 231-6606 / Fax (401) 232-0870
www.smithfield-ps.org

Judith Paolucci, Ph. D.
Superintendent

Sara Monaco, Ed. D.
Assistant Superintendent

School Committee Resolution On Career and Technical Education in Comprehensive High Schools

WHEREAS: Current state law allows comprehensive public high schools to offer career and technical education (CTE) programs and career pathways; and

WHEREAS: The majority of comprehensive high schools across the state offer at least one CTE program and/or career pathways; and

WHEREAS: 90% of students in Rhode Island attend comprehensive public high schools;

WHEREAS: The CTE and pathway programs located within comprehensive high schools and CTE centers support the economic growth and development of high-wage career paths as defined by Governor Raimondo's Work Force Development Council; and

WHEREAS: No evidence exists to suggest that a study has been conducted to determine whether regional centers could support this level of new-enrollment; and

WHEREAS: No evidence exists that a study has been conducted to determine if requiring students to leave their comprehensive high schools to pursue would result in an overall decline in CTE and pathway enrollment and, thus, also decrease the number of students graduating prepared to enter high-yield, high-wage career fields; and

WHEREAS: The current regulations allow for local education agencies to determine programmatic needs rather than being directed by the discretion of regional CTE Centers, potentially leading to the dissolution of successful programs located within comprehensive high schools; and

WHEREAS: Current regulations do not include a mechanism to determine the quality of CTE programs and pathways; and

WHEREAS: Comprehensive high schools are required to pay the tuition and transportation costs for students attending CTE centers, similar to the requirement that districts fund the transportation and tuition for their students attending CTE programs in comprehensive high schools:

NOW, THEREFORE, BE IT RESOLVED: That the Smithfield School Committee respectfully requests the Rhode Island General Assembly to reject H-S266, allow current programs to continue, develop an evaluation metric to determine the quality of CTE and pathway programs, and encourage districts to come together to determine a solution that meets the needs of all students, rather than asserting that an economic solution is what Rhode Island needs.

WHERETO: The Following bear witness:

Rose Marie Cigiano, School Committee Chair

Lisa Petrone, Clerk

4-22-19

Date Passed

The Smithfield Public Schools: A Partnership of Schools, Families and Community

The Smithfield Public Schools does not discriminate on the basis of age, sex, race, religion, national origin, color, sexual orientation or disability in accordance with applicable federal and state laws and regulations.