



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Monday, June 1, 2020
6:30 PM

**PURSUANT TO EXECUTIVE ORDER NO. 20-05 EXECUTED BY GOVERNOR
GINA RAIMONDO ON MARCH 16, 2020, THIS MEETING WILL BE
TELECONFERENCED VIA ZOOM:**

The public is invited to observe the deliberations of this meeting by accessing the meeting link set forth herein. For those without access to video observation platforms, you may also call in to listen to the deliberations of this meeting by using the call in phone number provided herein. To participate during Public Hearing or Public Input you will press *9 to raise your hand.

JOIN VIA PHONE: 1-646-558-8656 or 1-301-715-8592
WHEN PROMPTED, ENTER MEETING ID: 997 2946 2462
PRESS # AGAIN TO JOIN THE MEETING

JOIN VIA COMPUTER OR MOBILE APP:
Meeting ID: <https://zoom.us/j/99729462462>

I. ROLL CALL

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

A) Resolutions:

- 1) 2020-4 Resolution: Urging the Continued Appropriation of State & Local Revenues to Support Public Education

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

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or take Action and/or Vote on the following items:

- A) Town Administrator's Report: Jamie A. Hainsworth-**
- 1) Financial Town Meeting
 - 2) Memorial Day Parade
 - 3) Eighth Grade Processional

V. UNFINISHED BUSINESS

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or take Action and/or Vote on the following items:

- A) Upcoming Meetings and Sessions – dates and times
 - 1) Town Council Meeting Schedule: June 15, 2020

VI. NEW BUSINESS

Please Note in Accordance with Section 42-46-6 (b) the Council May Review, Discuss and/or take Action and/or Vote on the following items:

- A) Review, Discussion and Possible Action by the Town Council of documents prepared by Legal Counsel which will allow the Town to provide \$150,000 in affordable housing funding to subsidize the Purchase of a property located at 53 Narragansett Avenue (Former Bakers Pharmacy) by Church Community Housing Corporation for re-use as an Affordable/Private Housing Project.
 - 1) Deed Restriction for LMI Housing
 - 2) Affordable Housing Grant Agreement

- B) Review, Discussion and Possible Action regarding Affordable Housing Affordable Housing Project at 91 Carr Lane; potential change from 100% affordable project to Communities of Opportunity project (mixed income development) for the purpose of being more competitive with respect to grant opportunities.
 - 1) Memorandum from Lisa Bryer Town Planner with previous approvals attached.

- C) Discussion and Possible Action to Order to Advertise in the Jamestown Press; Notice of a Public Hearing for the Community Development Block Grant

VII. 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) Request of Tax Assessor for Specific Abatements & Addenda of Taxes

| MOTOR VEHICLE ABATEMENTS TO 2019 TAX ROLL | | |
|---|-----------------|------------------|
| 12-0900-48M | Motor Vehicle | \$68.91 |
| REAL ESTATE PROPERTY ABATEMENTS TO 2019 TAX ROLL | | |
| 16-0809-89 | Plat 8, Lot 465 | \$62.50 |
| TOTAL ABATEMENTS | | \$ 131.41 |

- B) Marine Vessel Beverage License – **Class G** – Renewal
 - 1) Conanicut Marine Services
dba: MV The Jamestown
Location: East Ferry Wharf

- C) Approval of Resolution 2020-5 Regarding Lease & Advances for Public Works and Sewer Department Equipment to be Financed under Leases

VIII. OPEN FORUM- To participate you will press *9 to raise your hand. The meeting moderator will coordinate your participation.

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. Note: Section 42-46-6 of the Open Meetings Act, and Department of the Attorney General Advisory Opinions relevant to this item on any public body meeting agenda specifically prohibits the Town Council from discussing, considering or acting on any topic, statement or question presented. The Town Council may, if warranted, refer such matters to an appropriate committee, to another body or official, or post the matter for consideration at a properly-noticed, future meeting.

- 1) Scheduled request to address – None
- 2) Non-scheduled request to address

IX. 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: 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 eliese@jamestownri.net not less than three (3) business days prior to the meeting.

Posted on the RI Secretary of State website on May 28, 2020



Town of Jamestown Resolution of the Town Council

RESOLUTION NO. 2020-4 RESOLUTION URGING THE CONTINUED APPROPRIATION OF STATE & LOCAL REVENUES TO SUPPORT PUBLIC EDUCATION

WHEREAS: The COVID-19 Pandemic has posed an unparalleled health threat to all Rhode Islanders, Americans, and the entire international community; and

WHEREAS: As a result of the COVID-19 Pandemic Governor Gina Raimondo declared a state of emergency in Rhode Island on March 9, 2020; and the President of the United States declared a national state of emergency on March 12, 2020; and

WHEREAS: On March 13, 2020, Governor Raimondo directed Rhode Island's 139,000 public schools students to stay at home and practice distance learning; and

WHEREAS: The Basic Education Program's "Authority, Purpose and Scope" is to determine educational standards for Rhode Island's public schools, and the maintenance of local municipal appropriations to support its implementation; and

WHEREAS: In addition to meeting the instructional requirements of the Basic Education Program, school districts provide students with a wide array of other services, including transportation, school breakfast & lunch meals, early childhood education, physical & mental health counseling, nutrition, physical education classes, services to students with special needs, enrichment programs, extracurricular activities, and other vital programs; and

WHEREAS: The COVID-19 Pandemic has resulted in an unprecedented economic downturn in the United States including Rhode Island by causing the layoff of millions of Americans and thousands of Rhode Islanders; and

WHEREAS: Education is the cornerstone to economic prosperity and will be vital to our complete recovery from the current worldwide Pandemic and accompanying economic downturn, and is essential to Rhode Island's future fiscal security; and

WHEREAS: A reduction in State and local aid due to the economic repercussions of the COVID-19 Pandemic could result in more significant financial and academic inequities, thus increasing achievement gaps; and

WHEREAS: A lack of resources will leave many school districts incapable of meeting the mandates articulated in the Rhode Island Department of Elementary and Secondary Education’s Basic Education Program;

NOW, THEREFORE, BE IT RESOLVED: That the Jamestown Town Council respectfully requests, that in order to meet its moral and legal obligation to guarantee that all students receive an adequate, equitable and meaningful education, that the Rhode Island General Assembly enact Governor Raimondo’s proposed appropriation for Education Aid, as it was initially presented to the Legislature and as currently articulated in House Bill 2020 – H 7171, introduced on January 16, 2020, by Representative Marvin Abney.

BE IT FURTHER RESOLVED: That the Jamestown Town Council urges the Rhode Island General Assembly to preserve the language and intent of RIGL §16-7-24, “Minimum appropriation by a community for approved school expenses.”, to guarantee Rhode Island’s municipalities maintain their prior year’s funding so the districts can meet the mandates required by the Basic Education Program.

RESOLVED: That a copy of this Resolution be forwarded to every Rhode Island Municipality, School Committee, State Senator, State Representative, and the Governor.

Adopted at the Town Council Meeting of : _____

By Order of the Jamestown Town Council

Michael G. White, President

IN WITNESS WHEREOF, I hereby attach my hand and the
Official seal of the Town of Jamestown this day of June, 2020.

Erin F. Liese, CMC, Town Clerk



Town of Jamestown
Town Administrator
93 Narragansett Avenue
Jamestown, Rhode Island 02835-1199
401-423-9805
Email: jhainsworth@jamestownri.net

Jamie A. Hainsworth
Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Town Administrator, Jamie A. Hainsworth
DATE: May 28, 2020
SUBJECT: Town Administrator's Update

Memorial Day Procession, May 25th, 2020 No action: FYI: After the Town Council meeting on May 18th, I had a request from the local Veterans group to have a Memorial Day observance by using a "rolling procession". Chiefs Bryer and Mello along with Andy Wade and Mike Gray met with the Veterans and they planned and assisted with a very nice, respectful and well-deserved tribute for our Veterans. The procession rolled through most of the Town streets for about two hours, using 18 vehicles in honor of the 18 Veterans from Jamestown who have died in all of the wars. It was a beautiful event and aligned with the COVID -19 precautions and requirements.

Lawn Avenue School 8th Grade Procession, June 12, 2020 FYI and Consent Action: The Jamestown School Department has organized a rolling procession in recognition of the 8th grade Graduates of the Lawn Avenue school. They have invited all of the graduates to ride in their parent's vehicles in a procession through Town beginning on Walcott Avenue near Bank Newport, and ending at Lawn Avenue School. There are 55 graduates in the class, there will be no ceremony or gathering and all Covid-19 precautions will be in place.

Financial Town Meeting, June 22, 2020 FYI Plan Review: With the States Phase 2 regulations in place we have considered many options. By June 1st we expect gatherings will be allowed to 15 people, FTM's limited inside to 25% of total room capacity. Both of the regulations prevent any type of workable FTM indoors at our facilities. I am recommending an outdoor FTM that will be in accordance with all Health Department guidelines and precautions. The event will be held on the Lawn Avenue field, voting residents will remain in their vehicles and we will have a pedestrian area as well. With use of an FM radio transmitter, loud speaker system allowing voters to listen via their FM receiver or the loud speaker. All details are being worked out by Staff, in conjunction with our Moderator and Board of Canvass Chair.

Road Paving to Begin, FYI no action: Mike Gray and Kevin Deacon met with the Superintendent from Cardi Corporation to review the streets scheduled for paving. Cardi has scheduled to begin road construction the week of June 8th. Work will begin with pavement reclamation and grading. The roads scheduled for reconstruction include Lawn


Avenue and Watson Avenue in front of the school, Pemberton Avenue between Narragansett Avenue and Watson, Grinnell Street, Decatur, Carr Lane, Rosemary Lane, and Atlantic Circle. North Main Road will also receive the final course of paving.

Page 2 of 2

June

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----------|--|---|---|--|-----------|-------------|
| | 1 Town Council Meeting 6:30 | 2 Presidential Preference Primary | 3 Probate Court 9am Planning Commission 7pm | 4 | 5 | 6 |
| 7 | 8 | 9 Library Board of Trustees 5pm (JPL) Conservation Commission 7pm (CR) | 10 Housing Authority 10am (PA) Harbor Commission 7pm Town Council Agenda & Bills Deadline @ Noon | 11 <i>Town Council Packets</i> | 12 | 13 |
| 14 | 15 Town Council/Water & Sewer: 6:30 pm | 16 Tree Committee 6:45pm (JPL) | 17 Planning Commission 7pm | 18 Traffic Committee 6pm | 19 | 20 |
| 21 | 22 Financial Town Meeting: | 23 Zoning Board of Review 7pm | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | 2020 |

July

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----------|---|--|--|---|--|---|
| | | | 1 Probate Court 9am Planning Commission <i>Town Council Agenda & Bills Deadline @ Noon</i> | 2 <i>Town Council Packets</i> | 3 Town Hall Closed | 4  |
| 5 | 6 Town Council Meeting: 6:30 pm | 7 | 8 Housing Authority 10am (PA) Harbor Commission 7pm | 9 | 10 | 11 |
| 12 | 13 | 14 Library Board of Trustees 5pm (JPL) Conservation Commission 7pm (CR) | 15 Planning Commission 7pm <i>Town Council Agenda & Bills Deadline @ Noon</i> | 16 Traffic Committee 6pm <i>Town Council Packets</i> | 17 | 18 |
| 19 | 20 Town Council/Water & Sewer: 6:30 pm | 21 Tree Committee 6:45pm (JPL) | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 Zoning Board of Review 7pm | 29 <i>Town Council Agenda & Bills Deadline @ Noon</i> | 31 <i>Town Council Packets</i> | <div style="border: 2px solid black; padding: 5px; display: inline-block;"> 2020 </div> | |

DEED RESTRICTION FOR LMI HOUSING

This Deed Restriction is entered into as of the __ day of June, 2020, by Church Community Housing Corporation, with a mailing address of 50 Washington Square, Newport, RI 02840 (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor has developed and improved certain real property known and identified as 53 Narragansett Avenue, identified further as Plat 9 and Lot 207 in the Assessor's Records of the Town of Jamestown, State of Rhode Island, as further and more particularly described in the legal description attached hereto as Exhibit A and incorporated herein (the "Real Property"); and

WHEREAS, under the relevant provisions of the Town of Jamestown's Zoning Ordinance, including but not limited to Article 17 – Low and Moderate Income Housing (the "LMI Ordinance") and the R.I. General Laws at 45-53-*et seq*, the R.I. Low and Moderate Income Housing Act (the "LMI Act"), a specified number of dwelling units shall be affordable subject to the review and approval of the Jamestown Planning Commission, sitting in their capacity as the local review board; and

WHEREAS, the Real Property requires the creation and maintenance of three (3) affordable housing units, which are described as Units __, __ and __, in the Declaration of Condominium prepared by Grantor, created under the relevant provisions of the LMI Ordinance and LMI Act, which the Grantor agrees to produce and maintain at the Real Property; and

WHEREAS, the Grantor agrees and commits to provide no less than three low- and moderate-income dwelling units, which may be ownership or rental (the "LMI Units") at the Real Property in fulfillment of their obligations to provide affordable housing under the relevant provisions of the LMI Ordinance and LMI Act, pursuant to the approval of the local review board; and

WHEREAS, [corporation/entity name] with offices at [address], [name], Rhode Island, (the "Monitoring Agent") has been retained to monitor compliance with and to enforce the terms of this Deed Restriction. In the event that the Monitoring Agent is decertified as an Approved Monitoring Agent by Rhode Island Housing & Mortgage Finance Corporation ("RIHMFC") or is otherwise unable to carry out its monitoring responsibilities, Rhode Island Housing shall automatically act as the monitoring agent under this Deed Restriction unless or until another successor Approved Monitoring Agent has been appointed by Rhode Island Housing. The Grantor may be required to pay to the Monitoring Agent, or its successor, a fee for monitoring services, as more fully provided in the Monitoring Services Agreement.

NOW, THEREFORE, as further consideration for the rental of the LMI Rental Units the Grantor, including their heirs, successors and assigns, hereby agree that the above Condominium Units shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Town of Jamestown (the "Municipality"), the Monitoring Agent, and,

if Rhode Island Housing is the Monitoring Agent, by Rhode Island Housing.

1. Affordability Requirement.

(a) This Deed Restriction shall remain in effect for a period of thirty (30) years commencing on the date this Deed Restriction is recorded in the Land Evidence Records of the Municipality and continuing for a period of thirty (30) years thereafter (such period, the "Affordability Requirement Period") unless terminated earlier by (i) the recording of a compliance certificate and a new deed restriction executed by the purchaser in form and substance substantially identical to this Deed Restriction establishing a new term or (ii) upon the occurrence of a Termination Event as set forth in Section 2 hereof.

(b) During the Affordability Requirement Period, the LMI Units shall be available for initial and subsequent ownership or rentals, as the case may be, at an "affordable rental price" (as hereinafter defined) only to an individual or family for which the rent, heat, and utilities other than telephone constitute no more than thirty percent (30%) of the gross annual household income for a household with eighty percent (80%) or less of area median income, determined at the time of leasing, adjusted for family size, for the Providence Metropolitan Statistical Area as established from time to time by the Department of Housing and Urban Development of the United States of America ("HUD") (an "Income Eligible") and as determined by the Monitoring Agent.

(c) Each LMI Unit shall qualify as affordable despite temporary noncompliance with Section 1(b) above if (i) such noncompliance is caused by increases in the incomes of existing tenants, and (ii) such action satisfactory to the Monitoring Agent in its sole discretion is being taken by the Grantee to ensure that all vacancies are filled in accordance with Section 1 hereof until such noncompliance is corrected. An tenant of an LMI Unit who ceases to qualify as an Income Eligible shall pay thirty percent (30%) of such tenant's adjusted monthly income, until such time as the tenant's income exceeds 100% area median income, at which time the tenant shall pay Fair Market Rent (FMR) as published by HUD on an annual basis, as recertified annually by the Monitoring Agent.

(d) Except as provided in Section 2(a) hereof, the LMI Unit shall remain affordable during the Affordability Requirement Period without regard to the term of any mortgage on such Dwelling or to any transfer of ownership thereof.

2. Resale Requirements in the Event of Foreclosure.

(a) With respect to all or any part of the Property, if the affordability restrictions set forth in this Deed Restriction are terminated before the expiration of the Affordability Requirement Period upon the occurrence of a "Termination Event" (as defined below), such affordability restrictions shall be reinstated upon the terms thereof in effect as of the date on which they were so terminated if, during the Affordability Requirement Period, the owner of record of such Property obtains a direct or indirect ownership interest in such Property. "Termination Event" shall mean, with respect to all or any part of the Property, a foreclosure thereof, transfer in lieu of foreclosure thereof, or an assignment of an FHA insured mortgage encumbering such Property to HUD, *provided that* prior to such Termination Event the mortgagee shall provide the Monitoring Agent,

the Municipality and Rhode Island Housing with notice of such proposed Termination Event and thereafter upon receipt by the Monitoring Agent, the Municipality and Rhode Island Housing of such notice, such mortgagee shall allow Rhode Island Housing the opportunity to cure the default within thirty (30) days after receipt of such notice. In addition to Rhode Island Housing's right to cure, Rhode Island Housing shall have the right on twenty (20) days' notice to purchase at par, plus any accrued and unpaid interest, such lender's loan. Such purchase shall occur within thirty (30) days of Rhode Island Housing's notice to such lender that Rhode Island Housing intends to exercise its right to purchase the loan.

(b) The Grantor shall promptly provide notice to the Monitoring Agent of any impending foreclosure or transfer in lieu of foreclosure so that the Monitoring Agent can determine whether the Affordability Period shall be suspended.

(c) If at any time following transfer by foreclosure or transfer in lieu of foreclosure, but still during the term of the Affordability Requirement Period, the owner of record prior to such foreclosure or transfer in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or has had family or business ties, (the "Related Party") obtains an ownership interest in the Property, the Affordability Requirement Period shall be reinstated according to its original terms.

(d) A certificate signed under penalties of perjury by a purchaser at a foreclosure sale (or any subsequent purchaser) certifying that such purchaser is not a Related Party shall, if recorded with the Land Evidence Records, be conclusive evidence that such purchaser is not a Related Party.

4. Recording and Filing: Covenants to Run With the Real Property.

(a) Upon execution and delivery hereof by the Grantor, the Municipality shall cause this Deed Restriction and all amendments hereto to be recorded and filed in the Land Evidence Records of Municipality. A copy of this Deed Restriction shall also be filed with the Monitoring Agent and the [municipal official] of the Town of Jamestown, Rhode Island.

(b) The Grantor intends, declares and covenants, on behalf of themselves and their heirs, transferees, successors and assigns of the Real Property, that during the Affordability Requirement Period this Deed Restriction and the covenants and restrictions set forth in this Deed Restriction (i) shall run with the Real Property, shall encumber the Real Property during the Affordability Requirement Period, and shall be binding and enforceable upon such heirs, transferees, successors and assigns, and (ii) are not merely a personal covenant of the Grantor. The Grantor hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of this Deed Restriction to become effective and constitute deed restrictions and covenants running with the Real Property are deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that these restrictions and covenants run with the Real Property. During the Affordability Requirement Period, each and every contract, deed or other instrument hereafter executed conveying the Real Property or any portion thereof shall expressly provide that such conveyance is subject to this Deed Restriction; *provided, however*, the restrictions and covenants contained herein shall survive and be effective regardless of whether

such contract, deed or other instrument provides that such conveyance is subject to this Deed Restriction.

(c) If the Grantor desires to sell, convey or otherwise transfer the Condominium Units, the Grantor shall promptly notify the Monitoring Agent, the Municipality, and Rhode Island Housing in writing of such intent ("Notice of Intent to Transfer") by certified mail return receipt requested at the addresses provided at Section 9(b) herein.

(d) Without limitation on any other rights or remedies of the Municipality, the Monitoring Agent, Rhode Island Housing and their successors and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Deed Restriction, shall, to the maximum extent permitted by law, be voidable by the Municipality, the Monitoring Agent, and/or Rhode Island Housing, their successors and assigns, by an action to enforce such rights, restrictions, covenants, and agreements.

5. Enforcement.

(a) The rights hereby granted shall include the right of the Monitoring Agent and/or the Municipality to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of the Real Property to its condition prior to any such violation and shall be in addition to, and not in limitation of, any other rights and remedies available to the Monitoring Agent and/or the Municipality.

(b) Without limitation of any other rights or remedies of the Monitoring Agent and/or the Municipality, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Real Property in violation of the provisions of this Deed Restriction the Monitoring Agent and/or the Municipality, shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Restriction;
- (ii) money damages for funds owed due to the Grantor not following the guidelines set forth in Section 1 with regard to the affordable price and/or the income eligibility of the owner, occupant or renter.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Restriction, by an action in equity to enforce this Deed Restriction; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Income Eligible owner or renter.

(c) In addition to the foregoing, in the event of a violation of the provisions of this Deed Restriction, the Monitoring Agent and/or the Municipality may take appropriate enforcement action against Grantor or Grantor's successors in title, including, without limitation, legal action to

compel Grantee to comply with the requirements of this Deed Restriction. Grantor hereby agrees to pay all fees and expenses (including legal fees and costs) of the Monitoring Agent and/or the Municipality, as the case may be, in the event successful enforcement action is taken against Grantor hereunder. Grantor hereby grants to the Monitoring Agent and the Municipality a lien on the Real Property, junior to the lien of any Permitted Mortgagee as holder of a first mortgage for Permitted Indebtedness on the Real Property, to secure payment of such fees and expenses in any successful enforcement action. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent fails to enforce this Deed Restriction as provided in this Section, Rhode Island Housing, its successors and assigns, shall have the same right to enforce this Deed Restriction as provided herein.

(d) Grantor for Grantor and Grantor's successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to enter upon the Condominium Units for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Condominium Units which such party may determine to be necessary or appropriate pursuant to court order, or with the consent of Grantor to prevent, remedy or abate any violation of this Deed Restriction.

6. Provisions of Resale. (a) When Grantor (jointly or severally) or any successor in title to Grantor shall desire to sell, dispose of or otherwise convey the Real Property, or any portion thereof, Grantor shall notify the Monitoring Agent, the Municipality and Rhode Island Housing in writing of the Grantor's intention to so convey the Real Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall promptly inform Grantor of the affordable rental price (as herein defined) for the LMI Units.

(b) Within ten (10) days of the closing of the conveyance of the Condominium Units, the buyer shall deliver to the Monitoring Agent and the Director of Community Development of the Town of Jamestown a copy of a new deed restriction executed by the purchaser which new deed restriction is identical in form and substance to this Deed Restriction, together with recording information. Failure of Grantor or Grantor's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance. A copy of the new deed restriction shall also be recorded in the Land Evidence Records of the Town of Jamestown, Rhode Island.

9. Miscellaneous Provisions.

(a) Amendments. This Deed Restriction may only be amended by written agreement executed by each of the then current owners of the Condominium Units, the Monitoring Agent, and the Municipality and acknowledged by Rhode Island Housing.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below. All notices shall be deemed delivered and received two business days after the deposit in the United States mail if sent by certified or registered mail and on the next business day if sent by overnight

courier:

To Grantor:
Church Community Housing Corporation
50 Washington Square
Newport, RI 02840

To Monitoring Agent:
[name and address]

To the Municipality:
Jamie Hainsworth, Town Administrator
93 Narragansett Avenue
Jamestown, RI 02835

with a copy to:

Rhode Island Housing:
Rhode Island Housing
44 Washington Street
Providence, Rhode Island 02903
Attn: Deputy Director or Policy and Planning

Any party may, by notice given as aforesaid, change its address for all subsequent notices.

(c) Further Assurances. Grantor agrees from time to time, as may be reasonably required by the Monitoring Agent, the Municipality and/or Rhode Island Housing, to furnish the Monitoring Agent, the Municipality and/or Rhode Island Housing with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Condominium Units, information concerning the resale of the Real Property and all other material information pertaining to the Condominium Units or Grantor' conformance with the terms of this Deed Restriction.

(d) Monitoring Agent Services. The Monitoring Agent has been engaged to monitor compliance of the Condominium Units with ongoing requirements of this Deed Restriction.

(e) Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(f) Gender. The use of the plural in this Deed Restriction shall include the singular, the singular the plural and the use of any gender shall be deemed to include all genders.

(g) Waiver by Monitoring Agent, Municipality, or Rhode Island Housing; Counterparts: No waiver by the Monitoring Agent, Municipality, or Rhode Island Housing of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach. This Deed Restriction may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

(h) Captions. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(i) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns; *provided that* Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of the Monitoring Agent, Municipality and/or Rhode Island Housing pursuant to the terms of this Deed Restriction.

(j) Governing Law. This Deed Restriction is being executed and delivered in the State of Rhode Island and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to its conflict of laws principles.

(k) Third Party Beneficiary. The Monitoring Agent, Municipality and/or Rhode Island Housing shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by their respective duly authorized representatives as of the day and year set forth above.

| | |
|--|-------------------------|
| | |
| | TOWN OF JAMESTOWN, R.I. |
| | |
| | |
| | By: |
| | Name: |
| | Title: |
| | |

[*corporate notary*]
 STATE OF RHODE ISLAND
 County of [name]

In [name], in said County and State, on the ____ day of _____, 2019, before me personally appeared the within-named _____, to me known and known by me to be the _____ of _____, the party executing the foregoing instrument, and he/she acknowledged said instrument by him/her so executed to be his free act and deed in such capacity and the free act and deed of Grantor.

 Notary Public:
 My Commission Expires:

[signatures continued on next page]

| | |
|--|--------------------------------------|
| | GRANTOR: |
| | Church Community Housing Corporation |
| | By: _____ |
| | Name: Christian Belden |
| | |
| | |
| | By: _____ |
| | Name: _____ |
| | |

[individual notary]
STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In [name], in said County and State, on the ____ day of _____, 2019, before me personally appeared the within-named _____ to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed.

Notary Public:
My Commission Expires:

The terms of this Deed Restriction are acknowledged by:

| | |
|--|---|
| | |
| | RHODE ISLAND HOUSING AND MORTGAGE FINANCING CORPORATION |
| | |
| | |
| | By: |
| | Name: |
| | Title: |
| | |

STATE OF RHODE ISLAND
County of Providence

In Providence, in said County and State, on the _____ day of _____, 2019, before me personally appeared the within-named _____, to me known and known by me to be the _____ of Rhode Island Housing and Mortgage Finance Corporation and the person executing these presents on behalf of Rhode Island Housing and Mortgage Finance Corporation, the party executing the foregoing instrument, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in such capacity and the free act and deed of Rhode Island Housing and Mortgage Finance Corporation.

Notary Public:
My Commission Expires:

[signatures continued on next page]

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| | |
| | |
| | |
| | By: |
| | Name: |
| | Title: |
| | |

STATE OF RHODE ISLAND

County of [name]

In [name], in said County and State, on the ____ day of _____, 2019, before me personally appeared the within-named _____, to me known and known by me to be the _____ of (the Monitoring Agent). and the person executing these presents on behalf of the Monitoring Agent the party executing the foregoing instrument, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in such capacity and the free act and deed of .

 Notary Public:
 My Commission Expires:

Exhibit A

Legal Description

Property Address:

Assessor's Plat ____ Lot ____

EXHIBIT A

[Insert Property Description]

AFFORDABLE HOUSING GRANT AGREEMENT

This Agreement is made and entered into on this _____ day of June, 2020 between the Church Community Housing Corporation, a Rhode Island corporation with an office at 50 Washington Square, Newport, Rhode Island 02840 (collectively, “Buyer”), and the Town of Jamestown, Rhode Island (“Town”), a Rhode Island municipal corporation.

Whereas, this Agreement relates to that certain parcel of land identified as Assessor’s Plat 9, Lot 207 – 53 Narragansett Avenue, more particularly described in Exhibit A, (the “Premises”); and

Whereas, the Buyer desires to create a nine (9) unit condominium and construct an affordable housing development comprised of nine (9) dwelling units, six units (6) of which shall be market rate and three units (3) of which shall be restricted to low and/or moderate income eligible owners or tenants, in accordance with a Comprehensive Permit application sought for the Premises, which shall be submitted to the local review board no later than October 1, 2020 (the “Affordable Housing Development”)(Exhibit B); and

Whereas, the Town Council of the Town of Jamestown at their duly held meeting on May 4, 2020, authorized the use of \$150,000 from the Town’s affordable housing funds (the “Funds”) by the Buyer for the Affordable Housing Development.

Now, therefore, the Buyer accepts the Funds for the Affordable Housing Development from the Town and agrees to the following terms and conditions of receipt of the Funds.

I. TERMS AND CONDITIONS

- a. The amount of the Funds provided by the Town to the Buyer shall total one hundred fifty thousand dollars (\$150,000) to be used for the purchase of the Premises (the “Purchase Assistance”) to implement the Affordable Housing Development.
- b. The Town, through its Treasurer, shall make certain disbursements of the Purchase Assistance Funds, to the Buyer at the time of closing on the Premises, with adequate supporting documentation submitted no less than two weeks before the anticipated closing date. The total Purchase Assistance disbursement shall not exceed the one hundred fifty thousand dollars (\$150,000) authorized by the Town Council.
- c. The entire Premises itself, shall be encumbered by an affordable housing deed restriction which shall run with the land and be in the favor of the Town of Jamestown prior to the issuance of any occupancy permit for any dwelling unit located on the Premises, substantially and materially consistent with and in accordance with the provisions of attached sample Affordable Housing Deed Restriction (the “Deed Restriction”) (Exhibit C). Upon the creation and recording of the condominium declaration for the premises, the Town shall release the premises from the affordable housing restrictions and place the same upon the three (3) condominium units designated for low and/or moderate-income eligible owners or

tenants. The Affordable Housing Deed Restriction shall each contain an Exhibit which sets forth the responsibilities of the Buyer or Buyer's successor-in-interest and qualified owner or tenant set forth in the recorded restrictions, conditions, association bylaws and/or all the terms set forth in the Comprehensive Permit regarding the establishment and maintenance of Affordable Housing Development on the Premises. The Buyer shall record annually an affidavit in the Town's Land Evidence Records which sets forth the representations and warranties made to the Town as to the income limits of a qualified tenant(s) and for the continuous use of the qualified low and moderate income housing condominium units and the Town's rights and remedies in the event of a change in the qualified tenant(s) status and at the time of the expiration or termination of the Deed Restriction for the Premises.

- d. In consideration of disbursement of Purchase Assistance Funds for the establishment of the Affordable Housing Development on the Premises, the Town will retain a lien on the Premises, in the form of a mortgage, from the time of the Premises' acquisition by the Buyer. This lien and the Deed Restriction shall remain in full force and effect, cannot be subordinated, released, or compromised unless provided for in writing by the Town Council of the Town of Jamestown. Upon the recording of the condominium declaration, the Town of Jamestown shall release the six (6) market rates units from mortgage and Deed Restrictions.
- e. In the event of a breach of this agreement which results in the loss of an affordable dwelling unit at the Premises for any reason whatsoever, the Buyer and any successor-in-interest shall be jointly and severally liable to the Town for reimbursement of the Purchase Assistance Funds expended for the Affordable Housing Development. Repayment shall be amortized over a thirty (30) year, reverse depreciation basis and include interest at the rate of 12 percent per annum from the time of loss, plus any costs, expenses and reasonable attorney fees incurred by the Town to collect the repayment. (For example: $\$150,000 / 30 = \$5,000$ per year repayment reduction obligation, plus interest on the outstanding principal at 12 percent per annum).
- f. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.
- g. The internal law, not the law of conflicts, of the State of Rhode Island, shall govern all questions concerning the construction validity, and interpretation of this Agreement and the performance of the duties and obligations imposed by this Agreement.
- h. The headings and party name references herein are inserted and utilized as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.
- i. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any

existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement, which are valid.

- j. This Agreement shall be effective when signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed under seal this ____ day of _____, 2020.

Church Community Housing Corporation:

By: _____
Christian Belden
Executive Director

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, on the ____ day of _____, 2014, before me personally appeared the above-named Christian Belden, Executive Director of Church Community Housing Corporation, to me known and known by me to be the party executing the foregoing instrument in his said capacity, and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity, and the free act and deed of Church Community Housing Corporation.

Notary Public
My commission expires: _____

Town of Jamestown, Rhode Island:

By: _____
Michael G. White
Town Council President

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, on the ____ day of _____, 2014, before me personally appeared the above-named Michael G. White, Town Council President of the Town of Jamestown, Rhode Island, to me known and known by me to be the party executing the foregoing instrument in his said capacity, and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity, and the free act and deed of the Town of Jamestown, Rhode Island.

Notary Public
My commission expires: _____

EXHIBIT A

[Property Description]

EXHIBIT B

[Application-Site Plan]

EXHIBIT C

[Affordable Housing Deed Restriction]



Office of the Town Planner MEMORANDUM

TO: The Honorable Town Council, Mr. Michael White, President
Jamie A. Hainsworth, Town Administrator

FROM: Lisa W. Bryer, AICP, Town Planner

RE: Affordable Housing Project at 91 Carr Lane – regarding potential change from 100% affordable project to Communities of Opportunity project (mixed income development) for the purpose of being more competitive with respect to grant opportunities

DATE: May 27, 2020

As discussed previously, Church Community Housing Corporation continues to pursue grant funds for the 91 Carr Lane project, which as a 100% affordable project, requires multiple funding sources to bring the project to fruition. To date, they have not been successful.

In discussions with the Executive Director and staff at the RI Office of Housing and Community Development, the main funding source, Jamestown is not successful due to high land and housing costs and the fact that our demographic prefers 2-3 bedroom homes and our community prefers homes that fit into the character of our community, all which raise the cost per unit. Given that we often compete for funding with more urban areas where large scale, high density developments are acceptable, Jamestown's "cost per unit", a major factor in awarding funds, has not been competitive to receive grant funding.

Christian Belden, Executive Director of Church Community Housing Corporation and I will be available by Zoom to discuss new housing models and innovative ideas for helping to get the 91 Carr Lane project off the ground sooner rather than later.

We have spent a lot of time discussing this project internally and with funding agencies and would like to discuss the potential change in strategy with the Town Council prior to commencing with any additional grant funding.

Attached:

- 1) Town Council Authorization
- 2) Planning Commission approval for the 2-lot subdivision, separating the open space from the Affordable Housing parcel to be sold to CCHC
- 3) Zoning Board of Review approval of the 2-lot subdivision



Office of the Town Planner MEMORANDUM

TO: The Honorable Town Council
Ms. Kristine S. Trocki, Esq., President
FROM: Lisa W. Bryer, AICP, Town Planner
RE: 91 Carr Lane - Approval of Purchase and Sales Agreement and Certificate of Authority
DATE: June 18, 2018

Town Council
Authorization

This project has been moving along since you authorized Andy Nota and myself to negotiate a price with the owners, Jim and Lisa Rafferty. We recommend purchase of the property for the purpose of open space preservation and affordable housing based on the following facts:

1. The Town has received the grant for \$153,750;
2. The appraisal has justified the \$150,000 grant offer;
3. The Rafferty's have agreed to a purchase price of \$450,000;
4. The subdivision has been designed for the two lots for affordable housing and open space and is being heard as a joint application between the Town of Jamestown and the Rafferty's by the Planning Commission on June 20;
5. The Town has received an acceptable water soil evaluation from RIDEM for the existing house to replace the existing OWTS;
6. The Zoning Variances will be heard by the Zoning Board of Review on July 24;
7. The property is assessed for \$547,50 and the appraisal came in at \$490,000;

We are recommending purchase of the property for an amount of \$450,000. We request the Town Council act on the following items:

1. Authorization for Andy Nota to sign the Purchase and Sales Agreement as written by Town Solicitors Peter Ruggiero and Wyatt Brochu;
- 1) Authorization for Andy Nota to apply to the Planning Commission for the two-lot subdivision and the Zoning Board for Zoning Variances - 1) Lot Size: Parcel A - 59,119 square feet, where 200,000 square feet are required, and, Conservation Parcel (meets lot size but does not have 200,000 square feet of upland) 2) Frontage for the Conservation Parcel (10 feet where 300 feet are required)
2. Certificate of Authority" - a vote of the town council which authorizes the acquisition and certifies that the person signing the Conservation Easement has been authorized to do so by the Town Council - Required by RIDEM

approval by the Citizens of RI and Endorsing this legislation and initiatives

XIII. AGENDA ITEMS FOR THE NEXT MEETING AND FUTURE MEETINGS

- A) Five-year Renewal of the Island Rubbish Recycling Contract
- B) Cell Tower development in the north end
- C) Veterans' Exemptions
- D) Part-time employee salaries – on the July or August agenda

Vice President White continues to speak with the Ethics Commission on the Veterans Exemption issue. Their verbal opinion is he should recuse, based on his exemption and the small number of veterans in that category. For Councilor Mihaly the verbal opinion is he shouldn't have to recuse as there are over 300 veterans receiving the same level of exemption.

The Cell Tower discussion should be on the July agenda in open session. The Island Rubbish contract is under negotiation. Golf Course issues should be on the next agenda. Part time salaries should be on the July or August agenda.

XIV. EXECUTIVE SESSION

- A) Pursuant to RIGL §42-46-5(a) Subsection (1) Personnel (former employee pension eligibility); 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 (5) Real Estate (acquisition of property for affordable housing and open space); review, discussion and/or potential action and/or vote in executive session and/or open session

A motion was made by Councilor Dickinson with second by Councilor Meagher to enter into Executive Session at 10:18 p.m. pursuant to RIGL §42-46-5(a) Subsection (1) Personnel and Subsection (5) Real Estate.

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

The Town Council reconvened the regular meeting at 10:35 p.m. Vice President White announced the Town Council took action in Executive Session in the form of two motions. The Council voted to approve the purchase of property on Carr Lane for Affordable Housing and Open Space and authorized the Town Administrator to sign a Purchase and Sales Agreement and take any actions necessary to facilitate purchase the property. The Town Council voted to authorize the Town Administrator to apply to the Planning Commission for a two-lot subdivision of the property and to the Zoning Board of Review for Zoning Variances for Parcel A for affordable housing and for the Conservation Parcel

approval by the Citizens of RI and Endorsing this legislation and initiatives

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and to authorize the Town Administrator to sign the Conservation Easement.

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

XV. ADJOURNMENT

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

The Jamestown Town Council adjourned the regular meeting at 10:37 p.m.

Attest:

Cheryl A. Fernstrom, CMC, Town Clerk

Copies to: Town Council
 Town Administrator
 Finance Director
 Town Solicitor



TOWN OF JAMESTOWN
P.O. Box 377
93 Narragansett Ave.
JAMESTOWN, RHODE ISLAND 02835

June 21, 2018

Planning Office - 423-7210
Fax - 423-7226

Lisa and James Rafferty
P.O. Box 138
Jamestown, RI 02835

Re: Preliminary Approval for Subdivision of Plat 4 Lot 52

Planning
Commission
Approval

Dear Mr. and Mrs. Rafferty:

At the June 20, 2018 Planning Commission meeting, a motion was made by Commissioner Swistak and seconded by Commissioner Cochran to Grant Preliminary Plan approval in accordance with the Town of Jamestown Subdivision Regulations, RIGL 45-23-37 and the plans entitled "**Subdivision Plan for James T. & Lisa M. Rafferty, Plat 4 Lot 52, 91 Carr Lane, Jamestown, RI**; prepared by **Darveau Land Survey, Inc., P.O. Box 7918, Cumberland, RI 02864, Phone 401-475-5700; dated June 14, 2018** based on the following Findings of Fact and subject to the following Conditions of Approval:

A. Findings of Fact

The Planning Commission makes the following findings:

1. This application proposes to subdivide a 6.8929-acre (300,256 square foot) parcel with an existing house in the RR-200 (minimum lot size 200,000 square feet) with frontage on Carr Lane into 2 lots.
2. The Town of Jamestown is the Co-applicant with James T. and Lisa M. Rafferty, owners of 91 Carr Lane. The Town has an active purchase and sales agreement with the Rafferty's, for the purpose of protecting approximately 5.5 acres (241,133 square feet) of vacant drinking water watershed property as well as selling the house lot, approximately 1.36 acres (59,119 square feet) to Church Community Housing Corporation for the purpose of affordable housing.
3. The existing house on Carr Lane has an existing garage. The existing house and garage will remain on a separate lot and a new conservation lot will be created. The conservation lot will be protected through a RIDEM conservation easement, supported by a RIDEM grant for 50% of the value of the land. For access purposes, required by RIDEM, the Town desires to create the conservation parcel as a potentially developable lot which will require a lot frontage variance.
4. The subdivision is consistent with the requirements of the Jamestown Comprehensive Plan;

5. Neither lot in the subdivision conforms to the standards and provisions of the Jamestown Zoning Ordinance and are seeking relief from the Zoning Board of Review for the following elements:
 - a. Lot Size: Parcel A 59,119 square feet (1.36 acres), where 200,000 square feet (4.59 acres) are required, and,
 - b. Frontage: Conservation Parcel (10 feet where 300 feet are required)
6. The subdivision as proposed will not result in the creation of individual lots with such physical constraints to development that building on those lots according to pertinent regulations and buildings standards would be impracticable. The Conservation Parcel has 241,133 square feet (5.5 acres) including approximately 90,000 square feet of upland and approximately 151,133 square feet of freshwater wetland;
7. All subdivision lots have adequate and permanent physical access to a public street, namely, Carr Lane;
8. The subdivision provides for safe circulation of pedestrian and vehicular traffic, for adequate surface water runoff, for suitable building sites and for preservation of natural, historical, or cultural features that contribute to the attractiveness of the community;
9. The design and location of streets, building lots, utilities, drainage improvements, and other improvements in the subdivision minimize flooding and soil erosion;
10. The only lot in the subdivision intended for building has access to sufficient potable water for the intended use through a private well;
11. Michael Darveau, PLS, testified as an expert witness on behalf of the applicants; and,
12. James Rafferty testified that he approves of the project.

B. Conditions of Approval

1. The approval is for a total of 2 lots;
2. That payment of a fee in-lieu-of land dedication shall not be required for this subdivision since no new lots for development are being created.
3. Suitable survey markers other than concrete, shall be placed at all corner points at the new property line;
4. The temporary easement for the OWTS shall be extinguished once approval is granted for the new OWTS on the house lot;
5. Approval shall be granted by the Zoning Board for the following variances prior to final Planning Commission approval:
 - a. Lot Size:
 - 1) Parcel A 59,119 square feet, where 200,000 square feet are required, and,
 - 2) Conservation Parcel (meets lot size but does not have 200,000 square feet of upland)
 - b. Frontage for the Conservation Parcel (10 feet where 300 feet are required)
6. This approval shall be recorded with the Town Clerk within 30 days of signature; and,
7. This approval shall expire one year from the date of approval by the Planning Commission unless final approval is granted.

So unanimously voted:

Michael Swistak – Aye
Rosemary Enright – Aye
Bernie Pfeiffer - Aye
Michael Smith - Aye

Duncan Pendlebury – Aye
Mick Cochran - Aye
Dana Prestigiacomio - Aye

This approval shall expire in one year unless the final plan is recorded in the office of the Town Clerk prior to that time.

Sincerely,



Michael Swistak, Chair
Jamestown Planning Commission

C: Town of Jamestown
Planning Commission



TOWN OF JAMESTOWN
P.O. Box 377
93 Narragansett Ave.
JAMESTOWN, RHODE ISLAND 02835

August 16, 2018

Planning Office - 423-7210
Fax - 423-7226

Lisa and James Rafferty
P.O. Box 138
Jamestown, RI 02835

Re: Final Approval for Subdivision of Plat 4 Lot 52

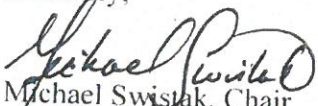
Dear Mr. and Mrs. Rafferty:

At the August 15, 2018 Planning Commission meeting, the Planning Commission voted unanimously to Grant Final Plan approval in accordance with the Town of Jamestown Subdivision Regulations, RIGL 45-23-37 and the plans entitled "**Final Plan, Subdivision Plan for The Town of Jamestown, Plat 4 Lot 52, 91 Carr Lane, Jamestown, RI**; prepared by **Darveau Land Survey, Inc., P.O. Box 7918, Cumberland, RI 02864, Phone 401-475-5700; dated August 8, 2018**. The Conditions of Preliminary Approval, as granted on June 20, 2018 have been met as follows:

1. The Final Plan is for 2 lots, one conservation lot and one lot for affordable housing;
2. That payment of a fee in-lieu-of land dedication shall not be required for this subdivision since no new lots for development are being created.
3. Survey markers have been placed at all corner points at the new property line;
4. The temporary easement for the OWTS shall be extinguished once approval is granted for the new OWTS on the house lot and the OWTS is constructed;
5. Approval was granted by the Zoning Board on July 24, 2018 for the following variances:
 - a. Parcel A has 59,119 square feet, where 200,000 square feet are required, and
 - b. Frontage for the Conservation Parcel (10 feet where 300 feet are required)

This approval shall expire in 90 days unless the final plan is recorded in the office of the Town Clerk prior to that time.

Sincerely,


Michael Swistak, Chair
Jamestown Planning Commission

C: Town of Jamestown
Planning Commission



ZONING BOARD OF REVIEW
Town of Jamestown

93 Narragansett Avenue
401-423-7200

Jamestown, Rhode Island
02835-1199

Andrew Nota
Town of Jamestown
93 Narragansett Avenue
Jamestown, RI 02835

July 25, 2018

Zoning
Approval

Dear Mr. Nota,

The following is the decision on your Petition heard by the Town of Jamestown Zoning Board of Review on July 24, 2018.

After testimony was completed at the public hearing for which due notice was given and a record kept, the Town of Jamestown Zoning Board of Review, after taking into consideration all of the testimony and exhibits at the public hearing, makes the following determination:

A motion was made by Dean Wagner and seconded by Terence Livingston to grant the request of the Town of Jamestown (James T. and Lisa M Rafferty, owners) whose property is located at 91 Carr Lane and further identified as Assessors Plat 4, Lot 52 for variances from Article 3 Section 302 - District Dimensional Regulations and Table 3-2 to subdivide a 6.89 acre/300,252 square foot property located in the RR-200 zoning district into two parcels 1) residential parcel with existing house and 2) Conservation parcel to be permanently protected by Rhode Island Department of Environmental Management conservation easement. The following variances are requested: Parcel 1 (Residential Lot) - Lot Size, 59,119 square feet where 200,000 square feet are required. Parcel 2 (Conservation Lot) - Lot Width (frontage), 10 feet proposed where 300 feet are 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. The creation of a new conservation lot of approximately 5.5 acres is aligned with the Town's goals of pursuing watershed and open space protection and is consistent with the Comprehensive Plan.
2. Selling parcel A to Church Community Housing Corp. an affordable housing developer is aligned with the Town's goals of developing more affordable housing and is consistent with the Comprehensive Plan.
3. The lot sizes are compatible with other lots in the area.
4. The density of the existing lots will not change with this subdivision.
5. The water use will not change as a result of the granting of the variances.
6. Two abutters testified and there were no objections.
7. The "Condition of Approval" set forth in the Memorandum from the office of the Town Planner dated June 22, 2018 are incorporated herein and adopted by the Board.

The motion carried by a vote of 5 - 0.

Richard Boren, Dean Wagner, Terence Livingston, Edward Gromada, and Judith Bell voted in favor of the motion.

Lisa Hough was not seated and Joseph Logan and Marcy Coleman were absent.

Very truly yours,



Chris N. Costa
Zoning Official
CNC/pw



Office of the Town Planner
MEMORANDUM

TO: Jamestown Zoning Board of Review
FROM: Lisa Bryer, AICP, Town Planner
RE: Plat 4 Lot 52 - Two Lot Minor Subdivision with variances
91 Carr Lane
DATE: June 22, 2018

At the June 20, 2018 Planning Commission meeting, the Planning Commission voted to Grant Preliminary Plan approval in accordance with the Town of Jamestown Subdivision Regulations, RIGL 45-23-37 and the plans entitled "**Subdivision Plan for James T. & Lisa M. Rafferty, Plat 4 Lot 52, 91 Carr Lane, Jamestown, RI**; prepared by **Darveau Land Survey, Inc., P.O. Box 7918, Cumberland, RI 02864, Phone 401-475-5700; dated June 14, 2018** based on the following Findings of Fact and subject to the following Conditions of Approval:

A. Findings of Fact

The Planning Commission makes the following findings:

1. This application proposes to subdivide a 6.8929 acre (300,256 square foot) parcel with an existing house in the RR-200 (minimum lot size 200,000 square feet) with frontage on Carr Lane into 2 lots.
2. The Town of Jamestown is the Co-applicant with James T. and Lisa M. Rafferty, owners of 91 Carr Lane. The Town has an active purchase and sales agreement with the Rafferty's, for the purpose of protecting approximately 5.5 acres (241,133 square feet) of vacant drinking water watershed property as well as selling the house lot, approximately 1.36 acres (59,119 square feet) to Church Community Housing Corporation for the purpose of affordable housing.
3. The existing house on Carr Lane has an existing garage. The existing house and garage will remain on a separate lot and a new conservation lot will be created. The conservation lot will be protected through a RIDEM conservation easement, supported by a RIDEM grant for 50% of the value of the land. For access purposes, required by RIDEM, the Town desires to create the conservation parcel as a potentially developable lot which will require a lot frontage variance.
4. The subdivision is consistent with the requirements of the Jamestown Comprehensive Plan;
5. Neither lot in the subdivision conforms to the standards and provisions of the Jamestown Zoning Ordinance and are seeking relief from the Zoning Board of Review for the following elements:
 - a. Lot Size: Parcel A 59,119 square feet (1.36 acres), where 200,000 square feet (4.59 acres) are required, and,
 - b. Frontage: Conservation Parcel (10 feet where 300 feet are required)
6. The subdivision as proposed will not result in the creation of individual lots with such physical constraints to development that building on those lots according to pertinent regulations and buildings standards would be impracticable. The Conservation Parcel has

- 241,133 square feet (5.5 acres) including approximately 90,000 square feet of upland and approximately 151,133 square feet of freshwater wetland;
7. All subdivision lots have adequate and permanent physical access to a public street, namely, Carr Lane;
 8. The subdivision provides for safe circulation of pedestrian and vehicular traffic, for adequate surface water runoff, for suitable building sites and for preservation of natural, historical, or cultural features that contribute to the attractiveness of the community;
 9. The design and location of streets, building lots, utilities, drainage improvements, and other improvements in the subdivision minimize flooding and soil erosion;
 10. The only lot in the subdivision intended for building has access to sufficient potable water for the intended use through a private well;
 11. Michael Darveau, PLS, testified as an expert witness on behalf of the applicants; and,
 12. James Rafferty testified that he approves of the project.

B. Conditions of Approval

1. The approval is for a total of 2 lots;
2. That payment of a fee in-lieu-of land dedication shall not be required for this subdivision since no new lots for development are being created.
3. Suitable survey markers other than concrete, shall be placed at all corner points at the new property line;
4. The temporary easement for the OWTS shall be extinguished once approval is granted for the new OWTS on the house lot;
5. Approval shall be granted by the Zoning Board for the following variances prior to final Planning Commission approval:
 - a. Lot Size:
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 - 2) Conservation Parcel (meets lot size but does not have 200,000 square feet of upland)
 - b. Frontage for the Conservation Parcel (10 feet where 300 feet are required)
6. This approval shall be recorded with the Town Clerk within 30 days of signature; and,
7. This approval shall expire one year from the date of approval by the Planning Commission unless final approval is granted.

RECEIVED FOR RECORD
JUL 25 2018 09:07A
JAMESTOWN TOWN CLERK
CHERYL A. FERNSTROM, CMC



**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: ABATEMENT OF TAXES FOR THE JUNE 1, 2020 MEETING

MOTOR VEHICLE ABATEMENTS TO 2019 TAX ROLL

| | | |
|--------------------------------|--|---------|
| 12-0900-48M Lubas, Debra G. | Motor Vehicle – 2014 Mercedes – Reg# DN 137, registered in Florida on 10/21/2016. | \$68.91 |
|--------------------------------|--|---------|

REAL ESTATE PROPERTY ABATEMENTS TO 2019 TAX ROLL

| | | |
|-----------------------------------|--|---------|
| 16-0809-89 Pike, Christopher D | Plat 8, Lot 465-A – Widow of a Veteran keeping life estate in property. Portion of exemption. | \$62.50 |
|-----------------------------------|--|---------|

| | | |
|-------------------------|--|------------------|
| TOTAL ABATEMENTS | | \$ 131.41 |
|-------------------------|--|------------------|

RESPECTFULLY SUBMITTED,

Christine Brochu

CHRISTINE BROCHU
TAX ASSESSOR

Erin Liese

From: Christian Infantolino <cinfantolino@jamestownlawyer.com>
Sent: Monday, May 18, 2020 10:47 AM
To: Erin Liese
Cc: Peter Ruggiero; Jamie Hainsworth; Monica Martins
Subject: m/v Jamestown

Erin,
Per our conversation, Conanicut Marine Services respectfully requests that a special meeting be held in order to approve the liquor license for the M/V Jamestown. All three licenses were sent and requested to be on the agenda for this evening, 5/18/2020, however the Jamestown was inadvertently left off of the agenda. This vessel and its license are important to the operation of the ferry as this is one of the go to vessels in the fleet.

Thanks in advance for your prompt attention to bringing a quick resolution to this matter.
Best,
Christian

Christian S. Infantolino
Attorney at Law
Morneau & Murphy
77 Narragansett Ave.
Jamestown RI, 02835
Tel: (401)423-0400 ext. 14
Fax: (401) 423-7059
cinfantolino@jamestownlawyer.com
www.Murphys-law.net

To comply with IRS regulations, we advise that any discussion of Federal tax issues in this e-mail is not intended or written to be used, and cannot be used, (i) to avoid any penalties imposed under the Internal Revenue Code or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

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MAY - 8 2020

MORNEAU & MURPHY
ATTORNEYS AT LAW

JOHN AUSTIN MURPHY *of counsel*
JOHN B. MURPHY

EMILY J. MURPHY PRIOR*
CHRISTIAN S. INFANTOLINO**

NEALE D. MURPHY
1904-2003

RICHARD N. MORNEAU
1949-2018

77 NARRAGANSETT AVENUE
JAMESTOWN, RI 02835-1149
(401) 423-0400 TELEPHONE
(401) 423-7059 FACSIMILE

38 NORTH COURT STREET
PROVIDENCE, RI 02903-1217
(401) 453-0500 TELEPHONE
(401) 453-0505 FACSIMILE

*ALSO ADMITTED IN CONNECTICUT
**ALSO ADMITTED IN MASSACHUSETTS

May 4, 2020

Alcoholic Beverage Licensing Commission
Jamestown Town Hall
93 Narragansett Avenue
Jamestown, RI 02835

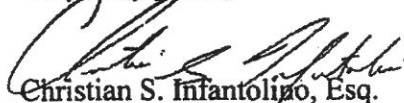
Re: Conanicut Marine Services, Inc./Class G. Liquor License

Dear Commissioners:

This letter constitutes our formal request that pursuant to RIGL § 3-7-15, the Town of Jamestown grant us permission to serve alcoholic beverages to our patrons aboard our ferries, The Jamestown and the MV Katherine and the Coastal Queen, while at dockside at East Ferry in Jamestown for the 2020 season.

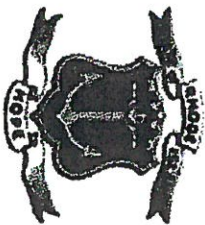
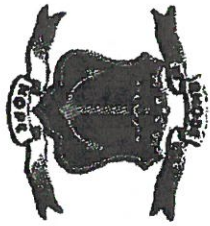
Should the Commission wish to discuss any aspect of this request, we would be pleased to appear at its convenience. Please let us know if this will be required.

Very truly yours,


Christian S. Infantolino, Esq.
Morneau & Murphy

Enclosure: Class G Liquor Licenses
Copy of RIGL 3-7-15

Cc: William S. Munger



*State of Rhode Island and Providence Plantations
 Department of Business Regulation
 Liquor Section*

Marine Vessel Class G Beverage License

Conanicut Marine Services, Inc. **MV** The Jamestown a corporation of Rhode Island
 has been granted this, a retailer's beverage license Class G, under 3-7-15, Title 3, of the General Laws of Rhode Island, 1956 as amended, authorizing the holder hereof within the State of Rhode Island, to keep for sale and to serve in its passenger carrying marine vessels, beverages for the consumption therein or thereon, but only when actually en route.

This license shall expire one year from its date and be good throughout the State of Rhode Island, and it shall be kept posted in the passenger carrying marine vessel of the licensee where such beverages are sold.

This license is subject to such conditions, rules and regulations of the Department Business Regulation as established, or shall in the future establish, and to the terms and provisions of Title 3 of the General Laws of Rhode Island, 1956, as amended.

IN WITNESS WHEREOF, the Associate Director has caused this license to be issued and authenticated by his/her signature.

LICENSE NUMBER: CG.0000688-MV
 DATE OF ISSUANCE: 03/13/2020

Donald F. Costanzo

 ASSOCIATE DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE



Town of Jamestown
Resolution of the Town Council

RESOLUTION NO: 2020-5

**RESOLUTION RE: LEASE AND ADVANCES FOR PUBLIC WORKS AND
SEWER DEPARTMENT EQUIPMENT TO BE FINANCED UNDER
LEASE(S)**

WHEREAS, the Town has budgeted to obtain public works equipment the estimated cost of which is approximately \$925,000.00 and in addition sewer equipment in the amount of \$53,055.00;

WHEREAS, funding of lease principal and interest of \$145,813.00 for the public works equipment and \$8,125.00 for sewer equipment was provided in the budget for the fiscal year ending June 30, 2020; and

WHEREAS, continued funding of lease principal and interest is anticipated to be provided for the public works equipment in the budget for the fiscal year ending June 30, 2021 in the amount of \$116,813.00 and in addition approximately \$8,000.00 in the sewer fund budget;

WHEREAS, pursuant to the 2019/2020 budget the Town Council made awards for the acquisition of certain of the equipment on September 16, 2019;

WHEREAS, the Town will be soliciting requests for proposals from potential lessors for a Lease / Purchase for such equipment which lease is to be awarded by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jamestown, Rhode Island, that;

Section 1. Pending the execution of the Lease, the Town Treasurer has advanced and will advance funds from the general treasury of the Town for the acquisition of such equipment pursuant to equipment award(s) made by this Council from time to time. Any advances made under this resolution shall be repaid without interest from the lessor under Leases. Monies appropriated in the 2019/2020 Budget may be applied to principal, interest, costs of issuance or down payments in the discretion of the Town Treasurer.

Section 2. This Resolution is a declaration of official intent under Treasury Regulation 1.150-2, to reimburse the Town from lease funds and proceeds for the capital expenditures for said equipment, in addition to that intention declared in the 2019/2020 Budget.

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

Adopted at the Town Council Meeting of: _____

By Order of the Jamestown Town Council

Michael G. White, President

IN WITNESS WHEREOF, I hereby attach my hand and the
Official seal of the Town of Jamestown this day of June, 2020.

Erin F. Liese, CMC, Town Clerk