

**TOWN COUNCIL SPECIAL MEETING**  
**March 29, 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.

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

Town Council President White called the special meeting of the Jamestown Town Council to order at 10:03 a.m. in the Rosamond A. Tefft Council Chambers of the Jamestown Town Hall at 93 Narragansett Avenue and led the Pledge of Allegiance.

**III. UNFINISHED BUSINESS**

- A) Town Council review, discussion and/or possible action and/or vote to Authorize the Town Administrator to sign a Lease Agreement for operation and management of the Jamestown Golf Course

Town Administrator Nota reviewed Golf Course discussions/negotiations with Mr. Mistowski's legal counsel Christian Infantolino. Discussion ensued of the terms to be expedited in a formal lease agreement in the coming weeks. Articulated is a five-year lease at \$125,000 per year, with a five-year renewal option at \$180,000 per year for years six through ten.

Town Administrator Nota reviewed the Operator's obligations, Town's obligations, and General Lease Provisions in detail including:

Operator Obligations

- Provide labor to rebuild 10 USGA Greens
- Expand existing practice green and construct secondary green (working with Architect Burgin)
- Provide labor to install irrigation system
- Remove 54,000 tons soils from existing greens; expansion of existing pond on 2<sup>nd</sup> fairway to generate 38,000 tons material to be used to expand approximately 17 tees
- Expand current irrigation system in rough areas (8 heads); areas to be cultivated and seeded
- Install aeration system in effluent pond
- Face of select bunkers to be constructed and sodded with tall fescue

- Sliding doors on maintenance barn to be replace and building washed and stained
- Application of 54,000 lbs. of gypsum to be applied over five-year term
- Construct a 10' x 14' shelter on the 7<sup>th</sup> Tee
- Reconstruct 12 bunkers and sod with fescue.

#### Town Obligations

- Supply materials for irrigation system
- Supply materials to rebuild 10 greens
- Permitting, engineering and construction of fresh water ponds
- Responsible for effluent pump (per existing lease); Operator responsible for damage to pumps caused by proven negligence
- Provide permit, if necessary, for electrical cable for new irrigation system.

#### General Lease Provisions to be Discussed and Agreed Upon

- Provision that work agreed to be completed by Operator during the five-year lease not completed an Operator does not exercise option for five-year renewal, Operator to complete agreed upon work
- Provision if Golf Course is able to function without effluent water the \$8,000 charge for effluent water would go away
- Possible second five-year option to be exercised by Tenant with terms agreed upon by both parties (exercisable as early as Year 9).

Open communications will continue to achieve goals outlined for the agreement. Discussion ensued of freshwater for irrigation, use of effluent water to remain in place at this time, projects articulated in the lease to be contracted during the five-year period, and mechanism for a third five-year lease included in the Agreement.

Attorney Infantolino stated his client's agreement with the terms of the Lease Agreement that provides for longevity and continuity of operations going forward.

Councilor Piva asked for a timeline. Solicitor Ruggiero stated upon authorization for the Town Administrator to sign the Lease Term Sheet, there would be a one-week to two-week time period to prepare the full Lease Agreement to go before the Town Council for ratification at the 2<sup>nd</sup> meeting in April.

**A motion was made by Councilor White with second by Vice President Meagher to authorize Andy Nota on behalf of the Town to enter into this term sheet agreement with the hope and expectation that by the second meeting in April we will have the full lease itself for our review and/or approval.**

Discussion. Vice President Meagher would like to open the discussion to the public.

Public Comment.

Sterling Dintersmith of Emerson Road commented as a twenty-year-old resident she hears this decision by the older generation and wishes to advocate for use of the golf course site for open space recreational activities that are more inclusive to all residents of Jamestown, as golf is diminishing nationwide, and a sensitive salt marsh environment exists there. She asked the Council not to sign any agreement that restricts the use as a golf course for fifteen years under one type of management, as five years would be a good time to review alternatives for future generations.

Vice President Meagher thanked Sterling for expressing her point of view. She feels this lease provides us that bridge from one use to another so that we can take a look at future uses. She feels strongly a golf course is a good use at this time, is appropriate, and she will vote that way.

Steve Heath of Columbia Avenue stated he doesn't hear anything in the lease that addresses recreation options for future use of the Golf Course. He feels there is a way to integrate recreational use along with the operation of a golf course, including a walking path, bike path or other options.

President White stated the Town is always looking at options and alternatives and we have committed to the Golf Course. The effluent has been used successfully for many years and saved money, and perhaps its use can continue in another format. The pathway could be used, and the Town is not forgetting there are alternatives for use of Town properties. We need more young people to come forward to volunteer, become involved, attend meetings, and serve on Town boards/commissions/committees.

Mel Whittaker of Friendship Street stated he plays golf and it is a great pastime. The Operator should be given an opportunity to continue, based on their willingness to make improvements to the Golf Course. He would like to see the revenue derived from the golf operation.

Councilor White noted his appreciation for efforts put into the negotiations. He noted the second five-year option described on Page 2 of the terms, and suggests it be eliminated.

Attorney Infantolino explained that option must be agreed upon by both parties and there is no obligation to continue. Lengthy discussion ensued.

Solicitor Ruggiero stated there is no obligation to continue for the second five-year lease option, neither party is required to give a reason for not continuing, but to avoid any entanglement that phrase could be removed.

Town Administrator Nota gave further explanation of the lease and the option for renewal. The Operator will know in Year 9 if the Town is looking in a different direction for the future.

Councilor White asked if this would be a deal breaker to remove the option.

Attorney Infantolino stated the intent was to provide a mechanism for discussion, was never to bind either party, and if either party is not comfortable, it would not continue. Councilor Piva stated he has no problem with the renewal options. Vice President Meagher noted this gives an option for both parties and would facilitate an easy transition.

Councilor White stated the second five-year option would be an incentive for the tenant to make the golf operation work, and if it didn't, the lease could be terminated by the Town. Vice President Meagher commented it gives the Town the opportunity to think about other options and uses.

Councilor White noted alternate uses that could be negotiated during the lease that do not interfere with golf operations.

Attorney Infantolino stated leases can be amended at any time, the lessee is open to discussions and working together, and language could be included to allow collaboration and mutual agreement.

Councilor Piva asked why such language needs to be included. Councilor White stated he would like language that allows for negotiation. Lengthy discussion ensued of language that allows discussions/negotiations for other uses.

Town Administrator Nota stated such flexible language could be included in the final Lease Agreement. President White feels this should go forward.

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

#### **IV. OPEN FORUM**

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

John Plowden of Calvert Place, an abutter for over 20 years, stated the Operator has had very generous contracts in the past with no oversight by the Town over day-to-day operations with no benefits for us as citizens of Jamestown. Often you are denied golf privileges as golf leagues have tee times reserved, and other municipal golf courses give a preference to residents. Vice President Meagher stated the Golf Course was purchased for open space by a unanimous vote at a cost of \$1.7 million, as the prior owner threatened to divide the property into house lots. Any concerns should be addressed with Town Administration.

Town Administrator Nota explained this is not a municipally-run golf course, this is a commercial lease, the Operator maintains insurance, the liability is on the Operator not the Town, and past legal actions were covered by the Operator's insurance carrier. Past leases have paid for the property. Since 2007 the Town has generated net income of \$150,000 per

year that goes into the general fund. If there are issues they can be brought to Town Administration to be addressed with the Operator. The new building will have non-golf related access for Town residents. Discussion continued.

Steve Heath asked what happens in Year 5 or Year 10. Is this rubber stamped? Vice President Meagher stated no, and other visions for the Golf Course need to be brought to the attention of the Town. Town Administrator Nota explained the renewal option following Year 5, and unless there are significant issues, the lease will be renewed. That is not the case with Year 10, where the Town or Operator can option not to continue without explanation.

Sterling Dinkersmith asked that the lease language be clear the Town is not bound to renew at Year 10.

## 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 10:58 a.m.

Attest:

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Cheryl A. Fernstrom, CMC, Town Clerk

Copies to:     Town Council Members  
                  Town Administrator  
                  Town Solicitor  
                  Finance Director