



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Tuesday, September 6, 2022
6:00 P.M.

THIS MEETING WILL BE CONDUCTED IN PERSON ONLY.

THIS MEETING WILL BE LIVE STREAMED: To view the meeting with no interaction:
<http://158.123.195.41/OTRMedia/Town2020/Others2020/StreamPrimJtown.html>

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:
<https://jamestownri.gov/town-government/town-council/town-council-meetings-minutes/2022-meetings-minutes>

I. ROLL CALL

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

III. EXECUTIVE SESSION

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

- A) Review, Discussion, and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (3) Matter of Security

IV. ADJOURNMENT OF EXECUTIVE SESSION

V. TOWN COUNCIL INTERVIEW SESSION: The Jamestown Town Council will meet in special session to conduct interviews of applicants for the committee vacancies as follows:

TIME	NAME	COMMITTEE
6:15	Gerald Precious	Jamestown Housing Authority

VII. OPEN FORUM

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.

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

VIII. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS, AND PROCLAMATIONS

- A) None

IX. PUBLIC HEARINGS, 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. Review, Discuss and/or Take Action and/or Vote on the following items:

A) Town Council Sitting as the Alcohol Beverage Licensing Board

- 1) The Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, 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 a one-day license(s), at the Jamestown Arts Center
 - a) Review, Discussion, and/or Action and/or Vote: One Day Event/Entertainment license previously approved by the Town Council on August 22, 2022, modified on August 25, 2022, to serve alcohol (CLASS P / Caterer)
 - Applicant: Jamestown Arts Center
 - Event(s): Manhattan Shorts Film Festival Screening
 - Date(s): September 23rd, September 24th, September 30th, and October 1st
 - Location: Jamestown Arts Center, 18 Valley Street

B) Licenses and Permits

- 1) One Day Event/Entertainment License: All One-Day Entertainment license application approvals are subject to any COVID-19 protocols in effect at the time of the event; Review, Discussion, and/or Take Action and/or Vote for the following:
 - a) Applicant: Jamestown Arts Center
 - Event(s): Artist Talk with Kate Barber & Wendy Mueller
 - Date(s): September 29, 2022
 - Time(s): 6:00 p.m. – 8:00 p.m.
 - Location: Narragansett Avenue

- b) Applicant: Jamestown Police Department
- Event(s): Halloween
- Date(s): October 31, 2022
- Time(s): 4:00 p.m. – 9:00 p.m.
- Location: Narragansett Avenue

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

Please Note the Following Items are Status Reports and Matters of Interest to the Council and are for Informational Purposes unless Indicated Otherwise and will be Acted upon in Accordance with Section 42-46-6 (b)

- A) Town Administrator's Report: Jamie A. Hainsworth
 - 1) Reservoir level and water restrictions

XI. UNFINISHED BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: Resolution No. 2022-11 which calls a Special Financial Town Meeting to be held on (TBD by the Town Council at this or a future meeting) such Special Financial Town Meeting to be held to consider a Resolution for the purpose of (1) making appropriations for the renovation, repair and/or expansion of the Jamestown Philomenian Library including related equipment therefor and all costs incidental thereto and (2) authorizing borrowing by issuance of \$600,000 bonds and notes of the Town to finance said appropriation; which \$600,000 amount of bonds and notes is in addition to the \$1,500,000 previously approved by the voters at the general election of November 3, 2020 by approving Local Acts 52 and 53 of the Rhode Island Acts and Resolves of 2020 and the \$1,000,000 previously approved by the voters at the general election of November 6, 2018 by approving Local Acts 148 and 151 of the Rhode Island Acts and Resolves of 2018.
 - 1) Memorandum from Jamestown Philomenian Library Director Lisa Sheley and Board of Directors Chair Eugene Mihaly to the Town Council with the following attachments: Appendix A, Appendix B, Appendix C, Appendix D and Appendix E
- B) Review, Discussion, and/or Action and/or Vote: Use of public dock at East Ferry
 - 1) Town Administrator Hainsworth to update the Town Council

XII. NEW BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: Rhode Island Statewide Planning Program amendments to the General Laws regarding land use, zoning, and planning matters; mandatory education law effective January 1, 2023
 - 1) Rhode Island Division of Statewide Planning Summary of the 2022 Legislative Session digest
- B) Review, Discussion, and/or Action, and/or Vote to increase the number of Members of the Tree Protection and Preservation Committee by Two (2), from Seven (7) Members to Nine (9) Members, with a three-year term ending date of December 31, 2025

- C) Review, Discussion, and/or Action, and/or Vote to discharge or extend the January 19, 2021 approval to Reconstitute the Traffic Committee, with 3-year terms due to expire in November 2025

XIII. ORDINANCES, APPOINTMENTS, VACANCIES AND EXPIRING TERMS

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) Appointments, Vacancies, and Expiring Terms; Review, Discussion, and/or Action and/or Vote:
 - 1) Jamestown Affordable Housing Committee, One [1] member vacancy with an unexpired term ending May 31, 2024, **permission to advertise** a vacancy to be inserted in the September 15th and 22nd, 2022 editions of the *Jamestown Press*
 - 2) Jamestown Housing Authority, One [1] Resident Commissioner vacancy with an unexpired term ending December 31, 2023
 - a) JHA Resident Commissioner voting results
 - i) Gerald Precious
 - ii) Doreen Dell
 - iii) Bernie Courtney
 - 3) Jamestown Tree Protection and Preservation Committee, Two [2] member vacancies with a term ending to be determined, and/or **permission to advertise** vacancies to be inserted in the September 15th and 22nd, 2022 editions of the *Jamestown Press*:
 - a) Letter of Interest
 - i) Donna Repko (previously interviewed)
 - 4) Jamestown Zoning Board of Review –Alternate Member One [1] vacancy with an unexpired one-year term ending date of December 31, 2022, **permission to advertise** vacancy to be inserted in the September 15th and 22nd, 2022 editions of the *Jamestown Press*:

XIV. 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) August 22, 2022 (Regular Meeting)
- B) Minutes of Boards/Commissions/Committees
 - 1) Planning Commission (August 3, 2022)
 - 2) Zoning Board of Review (July 26, 2022)

C) Tax Assessor’s Abatements and Addenda of Taxes

ABATEMENTS TO 2021-2022 TAX ROLL		
01-0002-08M	CAR SOLD(2021)	\$56.27
12-0069-05	UPDATED PROP INFORMATION(2022)	\$911.22
TOTAL ABATEMENTS TO 2021 TAX ROLL		\$56.27
TOTAL ABATEMENTS TO 2022 TAX ROLL		\$911.22
GRAND TOTAL		\$967.49

D) Authorize Town Administrator Hainsworth to sign any and all forms and applications related to the purchase of development rights for the Jamestown Community Farm

E) Authorize Town Administrator Hainsworth to sign the Memorandum of Understanding between the Town of Jamestown and the University of Rhode Island

XV. 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 Received:
 - 1) Copy of email to: Town Clerk Roberta Fagan
From: Carol Hopkins
Dated: August 24, 2022
Re: Short-Term Rental Ordinance
 - 2) Copy of email to: Town Clerk Roberta Fagan
From: Jon Whitney
Dated: August 25, 2022
Re: Short Term Rental Regulations 14-88.c

XVI. 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 rfagan@jamestownri.net not less than three (3) business days prior to the meeting.

Posted on the RI Secretary of State website on September 1, 2022

Total # of events w/ →

CLASS (10) "F"

CLASS (13) "P" - caterer

TC 9/6



TOWN OF JAMESTOWN

One Day Event/Entertainment Application

RECEIVED: 02:41 PM
Robertta J. Fasan
TOWN OF JAMESTOWN Town Clerk

\$5.00 Application Fee

All licenses are issued subject to the resolution of debts, taxes and appropriate signatures

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)
Film Screening

Name of Event: (if applicable) Manhattan Short Film Festival Screening
 Date of Event: Please see attached Hours of Event: Please see attached.
 Location of Event: 18 Valley St Number of people attending: 70 Screening
 Name of Applicant/ Business: Jamestown Arts Center
 Mailing Address: P.O. Box 97 Business Phone #: 401-560-0979
Jamestown, RI 02835 Email Address: [REDACTED]
 Contact Person: Margaret Coleman Phone Number: [REDACTED]

List the type of entertainment being requested, if applicable (Band, DJ, etc) _____

Who will the event benefit? JAC

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 No

RI Tax ID #: [REDACTED]

[REDACTED] (N/A) 1-10 11-20 21-30 31-40 41-50

All vendor/peddlers must submit an application to the Town Clerk's Office

What types of items will be sold at this event? _____

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

Will traffic control be needed? Yes No
If yes, Please contact the Jamestown Police Department

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, naming the Town of Jamestown as an additional Certificate Holder.

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: [Signature]

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

Reviewed 8/25/2022
Caterer/
CLASS P

Manhattan Shorts Film Festival Screening P Permit Application

Event	Date of Event	Hours of Event	Number of Attendees
Weekend 1			
Film Screening_Manhattan Shorts Film Festival Screening	Friday, September 23, 2022	7:00-9:30pm	70
Film Screening_Manhattan Shorts Film Festival Screening	Saturday, September 24, 2022	7:00-9:30pm	70
Film Screening_Manhattan Shorts Film Festival Screening	Sunday, September 25, 2022	2:00-4:30pm	70
Weekend 2			
Film Screening_Manhattan Shorts Film Festival Screening	Friday, September 30, 2022	7:00-9:30pm	70
Film Screening_Manhattan Shorts Film Festival Screening	Saturday, October 1, 2022	7:00-9:30pm	70



TOWN OF JAMESTOWN One Day Event/Entertainment Application

\$5.00 Application Fee

All licenses are issued subject to the resolution of debts, taxes and appropriate signatures

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)
Artist Talk

Name of Event: (if applicable) Artist Talk With Kate Barber Wendy Mueller
 Date of Event: September 29, 2022 Hours of Event: 6-8 pm
 Location of Event: 18 Valley St Number of people attending: 50
 Name of Applicant/ Business: Jamestown Arts Center
 Mailing Address: P.O. Box 97 Business Phone #: [REDACTED]

List the type of entertainment being requested, if applicable (Band, DJ, etc.) none
 Who will the event benefit? JAC
 Type of Operation: (Private, State Sponsored, Non-Profit): Non-Profit
 R.I. Show Promoter's Permit Number, per RIGL § 44-19-1, (if applicable): n/a
 If the applicant is a Non-Profit organization, is it registered with the State? Yes No
 RI Tax ID #: [REDACTED] Non-Profit ID #: [REDACTED]
 Number of Vendors/Peddlers: (circle one) N/A 1-10 11-20 21-30 31-40 41-50
 All vendor/peddlers must submit an application to the Town Clerk's Office
 What types of items will be sold at this event? _____

Will alcohol be provided and/or served at this event? If yes, Alcohol Liability Insurance must be provided Yes No
 Will traffic control be needed? Yes No
 If yes, Please contact the Jamestown Police Department

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, naming the Town of Jamestown as an additional Certificate Holder.

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: [Signature]

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



TOWN OF JAMESTOWN

One Day Event/Entertainment Application

\$5.00 Application Fee

All licenses are issued subject to the resolution of debts, taxes and appropriate signatures

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)

Name of Event: (if applicable) HALLOWEEN

Date of Event: 10/31/22 Hours of Event: 4pm-9pm

Location of Event: NARRAGANSETT AVE Number of people attending: 300+

Name of Applicant/ Business: JAMESTOWN POLICE DEPT

Mailing Address: 250 COMANICUS AVE Business Phone #: _____

JAMESTOWN RI Email Address: _____

Contact Person: CHRIS MORO Phone Number: _____

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

Who will the event benefit? _____

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

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

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

RI Tax ID #: _____ Non-Profit ID #: N/A

Number of Vendors/Peddlers: (circle one) N/A 1-10 11-20 21-30 31-40 41-50
All vendor/peddlers must submit an application to the Town Clerk's Office

What types of items will be sold at this event? FOOD

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

Will traffic control be needed? Yes No

If yes, Please contact the Jamestown Police Department

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, naming the Town of Jamestown as an additional Certificate Holder.

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: [Handwritten Signature]

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



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

August 30, 2022

NOTICE

TOWN OF JAMESTOWN WATER CONSERVATION

ALL RESIDENTS – MUNICIPAL WATER SYSTEM or PRIVATE WELLS

Please make every effort to conserve **NOW!**

**Your cooperation in preserving our natural resources is appreciated
 and necessary.**

MUNICIPAL WATER USERS

<i>STATUS</i>	<i>ACTION LEVEL</i>
Normal – June 1 – August 31	No Lawn Irrigation
Moderate - 42" spillway	NO - Lawn Irrigation, House Washing, Boat Washing or Car Washing.
Severe – 43" below spillway	NO OUTDOOR USE

RESERVOIR STATUS AS OF AUGUST 30, 2022 – 43" below spillway.

**PLEASE LIMIT USE - We are in the SEVERE
 category!**



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

August 30, 2022

NOTICE

MUNICIPAL WATER USE RESTRICTIONS

Individuals on the Municipal Water System are **prohibited from any outdoor use.**

In addition, and in accordance with the Rules and Regulations of the Board of Water and Sewer Commissioners, in-ground or underground irrigation or sprinkler system shall not be connected to the Municipal Water System. Town officials will be monitoring for use of water irrigation systems in the municipal water district.

This restriction will be in effect until further notification.

Any customer on the Municipal Water System alleged to have violated any of the conservation measures, may be required to appear at a show cause hearing.

Consequences may lead to temporary suspension of service.



Town of Jamestown

Town Clerk's Office
 Town Hall, 93 Narragansett Avenue
 Jamestown, Rhode Island 02835-1199
 401-423-9800 • Fax 423-7230
 email: rfagan@jamestownri.net

Roberta J. Fagan
 Town Clerk
 Probate Clerk

MEMORANDUM

TO: The Honorable Town Council
FROM: Town Clerk Roberta J. Fagan
DATE: September 2, 2022
SUBJECT: SFTM Potential Date

Date considerations for the Special Financial Town Meeting

A Special Financial Town Meeting requires the same procedure as the Annual Financial Town meeting and State law and Town Charter would be followed.

The Council would need to pass a Resolution at a regular or special meeting affirming their intention to put before the voters a special FTM for purposes of funding a special project with the amount of money needed for bonds or notes to accomplish it.

An advertisement is placed in a newspaper of general circulation (*Jamestown Press*) by the Canvassing Authority announcing the special FTM and outlining the voter registration process.

As required by law, voter registration (last day to vote) is required 30 days prior to the date of the FTM, which must be advertised in accordance with Title 17.

Below is a timeline for your reference:

Advertisement Date	September 8	September 15
First Potential date for the special FTM	Monday, October 17 th Tuesday, October 18 th	Monday, October 24 th **

**October 17th or 18th would be ideal. These dates do not conflict with the General Election Early Voting (October 19th-Nov 7th)



Town of Jamestown

Resolution of the Town Council

No. 2022-11

A RESOLUTION DIRECTING THE TOWN CLERK TO CALL A SPECIAL FINANCIAL TOWN MEETING AND TO PLACE A RESOLUTION ON THE WARRANT FOR THE SPECIAL FINANCIAL TOWN MEETING (TBD)

RESOLVED THAT:

SECTION 1. The Town Council hereby calls for Special Financial Town Meeting to be held on (TBD) at Lawn School Gymnasium to consider a Resolution for the purpose of making appropriations for the renovation, repair, and/or expansion of the Jamestown Philomenian Library including related equipment therefor and all costs incidental thereto and authorizing borrowing by issuance of bonds and notes of the Town to finance said appropriation;

SECTION 2. The Town Clerk shall cause the electors to be notified of the time when and the place where the meeting is to be held, and of the business proposed to be transacted which shall be the consideration of said Resolution. The form of the Resolution to be presented to the Town Meeting shall be substantially in the form attached hereto. The Town Clerk with the approval of the Town Solicitor is authorized to make any non-substantive changes to such Resolution to effectuate the purposes hereof. The due authorization of any such changes shall be conclusively demonstrated by said Clerk's issuance of the Warrant.

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

By Order of the Jamestown Town Council

Nancy A. Beye, President

IN WITNESS WHEREOF, I hereby attach my hand and the official Seal of the Town of Jamestown this ___ day of September 2022.

Roberta J. Fagan, Town Clerk

WARNING FOR TOWN MEETING

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

NEWPORT, Sc.

BY: Roberta J. Fagan, Town Clerk of the Town of Jamestown, Rhode Island

**TO: Fred Pease, Town Sergeant of the Town of Jamestown, or any of the
Constables of said Town**

GREETING:

WHEREAS the Town Council has called for special financial town meeting to be held on (TBD by the Town Council at this or a future meeting) at the Jamestown School for the purpose of making appropriations for the renovation, repair and/or expansion of the Jamestown Philomenian Library including related equipment therefor and all costs incidental thereto and authorizing borrowing by issuance of bonds and notes of the Town to finance said appropriation;

NOW, THEREFORE, pursuant to Chapter 3 - Title 45 of the General Laws of the State of Rhode Island 1956, as amended, you are hereby required to post at least seven (7) days before the (TBD by the Town Council at this or a future meeting), written notification in three or more public places in said Town of Jamestown, Rhode Island, notifying and warning the Electors of the said Town of Jamestown qualified to vote upon any proposition to impose a tax or for the expenditure of money, to assemble in Town Meeting at the Jamestown School, 55 Lawn Avenue, in said Town of Jamestown, on (TBD by the Town Council at this or a future meeting). (local time) for the purpose of considering and voting upon the following proposition any and all other purposes authorized by law:

RESOLUTION NUMBER #1

APPROPRIATION FOR THE RENOVATION, REPAIR AND/OR
EXPANSION OF THE JAMESTOWN PHILOMENIAN LIBRARY
INCLUDING RELATED EQUIPMENT THEREFOR
AND ALL COSTS INCIDENTAL THERETO
THROUGH ISSUANCE OF BONDS AND/OR NOTES

RESOLVED, that the qualified Electors of the Town of Jamestown hereby:

Appropriate for the renovation, repair and/or expansion of the Jamestown Philomenian Library including related equipment therefor and all costs incidental thereto (the "Project") Six Hundred Thousand (\$600,000.00) Dollars, which amount is in addition to the \$1,500,000 previously approved by the voters at the general election of November 3, 2020 by approving Local Acts 52 and 53 of the Rhode Island Acts and Resolves of 2020 and the \$1,000,000 previously approved by the voters at the general election of November 6, 2018 by approving Local Acts 148 and 151 of the Rhode Island Acts and Resolves of 2018. The Project shall be carried out and all contracts made therefor on behalf of the Town by the Town Council, or as may be heretofore or hereafter otherwise directed by the Town Council.

Authorize the Finance Director, with the consent and approval of the Town Council, pursuant to Section 45-12-2 of the General Laws of the State of Rhode Island, to borrow and issue bonds, from time to time, but not to exceed in the whole, the sum of Six Hundred Thousand (\$600,000.00) Dollars, to finance the foregoing appropriation, including payment of interest on any temporary notes; which bonds are in addition to those previously authorized as aforesaid.

Authorize the Finance Director pending any issue of bonds hereunder, or pending or in lieu of any issue of notes hereunder, to apply funds in the unreserved fund balance of the Town for the expenditure of such appropriation, such advances to be repaid without interest from the proceeds of bond or notes subsequently issued. The Town Council may by resolution authorize the issue from time to time of interest bearing or discounted notes in anticipation of the issue of bonds. Bonds and notes issued pursuant to the authority hereof shall be signed by the Finance Director and counter-signed by the President of the Town Council, and such counter-signature shall be conclusive evidence to all holders of such bonds and notes of the consent and approval of the Town Council to the borrowings evidenced thereby. All terms and conditions of the bonds and notes authorized herein including the manner of sale, amount, denominations, maturities and conversion or registration privileges and the designation of a securities depository and paying agent, not fixed by provisions of law, may be fixed by the Town Council or if not so fixed then may be determined by the Finance Director. The Finance Director is

hereby authorized to execute and deliver on behalf of the Town such additional agreements as are necessary to effect the issuance of bonds and notes hereunder, the due authorization thereof being conclusively demonstrated by his or her execution and delivery of such agreements. The Finance Director is hereby authorized to deliver such bonds and notes to the purchasers thereof and said officer is authorized and instructed to take all actions, on behalf of the Town, necessary to ensure that the interest on the bonds will be excludable from gross income for federal income tax purposes, and to refrain from all actions which would cause interest on the bonds to be subject to federal income taxes. The Finance Director is authorized to designate the bonds and notes as "qualified tax-exempt obligations" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986 as amended. The Finance Director is hereby authorized to take such action as to comply with Rule 15 c 2 – 12 (b) (5) of the Securities and Exchange Commission and is authorized to execute and deliver a Continuing Disclosure Certificate. The Town hereby declares that it reasonably expects to reimburse the expenditures authorized above with proceeds of debt to be issued by the Town. This Resolution is a declaration of official intent under Treasury Regulation 1.150-2.

Nancy A. Beye, Town Council President

Jamie A. Hainsworth, Town Administrator

Christine Brochu, Tax Assessor

Christina D. Collins, Finance Director

GIVEN UNDER MY HAND and seal this _____ day of _____ A.D. 2022.

Roberta J. Fagan, Town Clerk

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

NEWPORT, Sc.

Jamestown, Rhode Island

_____, 2022

To: Roberta J. Fagan

Town Clerk

Town of Jamestown, Rhode Island

**In Jamestown, in said County and State on this ____ day
of _____, A.D., 2022, I have posted up notices, true copies of the within
Warrant, at the following public places in said Town, to-wit:**

**One at the Town Hall
93 Narragansett Avenue**

**One at the Jamestown Philomenian Library
26 North Road**

**One at the Community Meal Site
6 West Street**

**One at the Jamestown Police Station
250 Conanicus Avenue**

**One at the Recreation Center
41 Conanicus Avenue**

**Fred Pease
Town Sergeant**

August 26, 2022

To: Town Council

From: Eugene B. Mihaly
Lisa Sheley

Subj: Library Project Background

CC: Jamie Hainsworth
Christina Collins
Michael Gray

This memorandum sets out the salient details of the library project's purposes, timeline, and financial history and current requirements.

I. Objectives

The Town last renovated the library in 1991. The building has aged notably and, equally pertinently, its role and function have evolved. Yesterday, the library was traditional – a repository of books and sources of information. It has become a community center – arguably the community center for Jamestown. It offers all the traditional fare plus a broad spectrum of programs and activities that educate and engage and give pleasure – from movies to meetings to tutoring to classes and much more.

Thus, the Trustees sought a design that would address the building's physical problems and be appropriately structured to house that community center. This comprised small additions to the building's footprint (1,711 square feet in total) and a complete overhaul of the interior to meet the heavy demand for appropriate tween/teen space plus the right kind of space for children plus a much improved setting for adult reading, connection and computer usage.

II. Timeline

Library trustees wrestled with selection of the right design starting in 2013. They began with a modest design, then explored a very ambitious and expensive design in 2016, finally settling in 2018 on a slight variation of the original plan. That plan, they concluded, would do the job.

Here is a summary of major points in this journey

- 2013
 - Trustees commission an assessment of space use by Richard Waters, a library space needs specialist
 - Trustees retain NewPort Architecture, LLC (Mohamad Farzan)

- 2014 ● Survey of public access technology by ImpactSurvey.org
- 2015 ● Trustees retain Kathryn Taylor, Library Consultant, at recommendation of the Office of Library and Information Services (OLIS)*
 - Tween and teen space needs presented to Town Council
 - Formation of library Renovation Committee
- 2016 ● Library commissions a Needs Assessment (a community wide survey)
- 2018 ● Design is in final (current) form
 - Library convenes a Town Forum on its plans
 - Launch of capital campaign and community fund raising
 - Voters approve \$1 million bond
- 2019 ● Presentation of plans to new Town Council
 - Hainsworth, Mihaly, Fogarty meet Karen Mellor of OLIS who states that application for OLIS support will be ready within “weeks”
 - First Champlin grant of \$400,000 awarded
- 2020 ● Town Council approves design and plans
 - Second Town Forum on above plans
 - Voters approve \$1.5 million bond on expectation of OLIS repayment over 20 years
 - Van Beuren Foundation grant of \$250,000 awarded
 - Champlin makes second award of \$350,000
- 2021 ● OLIS issues application. Library responds within weeks
- 2022 ● In June, OLIS approves application, thus permitting Library to go to bid

III. Fund Raising

Appendix A memorializes all fund sources

IV. Costs Over Time

The attached set of documents (*Appendix B*) tracks rising costs from 2018 forward. Note that the project was fully funded by 2020, i.e., the library had raised \$4.3 million. Equally important, the project was ready for construction then.

At that time, as shown below, the amount was quite adequate to meet costs as projected. The estimates were prepared by Bsquared LLC, a highly reputed firm. Contents of the estimates changed slightly over time through addition and subtraction of relatively minor items such as a pergola. We have edited to give a clear apples to apples picture.

At this writing, the library has \$4.04 million on hand and committed. The decrease from \$4.3 million reflects expenses over the years on architectural services (which rose steadily as OLIS asked for amendments), marketing, Narragansett Tribe payment, legal fees, and a miscellany of small items.

The bid numbers are attached as *Appendix C*. The most recent floorplan (which still reflects the glass wall and doors in the Local History area) is *Appendix D*.

In sum, the gap between the lowest bid (base number plus dumb waiter and roof) plus Furniture, Fixtures, and Equipment (FF&E) is a few dollars short of \$1 million. It is possible that further value engineering may diminish the costs by a fair amount. For example, we could reduce the project with the elimination of the sun tunnels in the Sydney Wright Room (replacing them with conventional lighting) and changing the door to the outside of the Children's room from a double-door to a more traditional fire door. Working with NewPort Architecture, we have already eliminated several elements of our design, including an elevator, a pergola, and a glass wall and doors for the local history area.

We cannot undertake a further serious value engineering effort until the project is fully funded and we can select a contractor and negotiate on specific items. We anticipate that once we are in negotiations with a contractor that other savings can be found. Thus, we made a request for extension from 60 to 90 days to the key bidders to hold their prices. If funds do not become available in that period, the project would require redesign and, of course, a new round of bids. And a redesign would mean a new round of time-consuming coordination with OLIS since they predicated their \$2.1 million award on the specific design that was approved. Not only is the loss of state funding at play, but a further delay.

The onus of a new bond is lightened by the generous commitment by OLIS to support \$2.1 million of our project through the Public Library Construction Reimbursement Program. That \$2.1 million will cover costs of the 2020 \$1.5 million bond and \$600,000 of a new \$1 million bond. Essentially, the town will be responsible for \$400,000 of this new bond, as well as the initial 2018 \$1 million bond which was essentially put forth to cover costs from delayed maintenance to the library building.

V. Library Usage

In fiscal year '20-'21, the Jamestown Philomenian Library was the second- highest visited library and has the second-highest circulation per capita in the state. Notably, the library was one of five libraries to form the online catalog between borrowing libraries that has since grown into what we know as Ocean State Libraries today – which includes more than 50 libraries.

Further, the Library has become a destination for Rhode Islanders from Aquidneck Island and the towns to our west. The totally revamped playground next door is drawing literally streams

of parents and children from here and elsewhere. The camps and other programs at the Jamestown Arts Center are another major draw to bring people through our doors, as is Beavertail State Park. The statewide access afforded by Ocean State Libraries (OSL) helps turn these casual visitors into users when they learn that library cards from other towns open doors for them here.

Usage at our Library has mounted exponentially. Every day the Library bustles with children and adults. The library is a place for kids to come after school and many parents trust that their children and t(w)eens are safe while they are here. The library, as community center, becomes a rather loud and rambunctious place after school, much to our delight. Backpacks litter the floor while groups of Melrose and Lawn students congregate to use our computers, work on a puzzle, socialize, or participate in an official program. *Appendix E* highlights library usage, both circulation and physical use, in 2020-2021. Please note that all of these numbers are lower than usual due to COVID restrictions at the time. The 2021-2022 infographic will be available in the Fall, highlighting increased numbers and usage.

The library also serves groups, hosts meetings of all types of committees and organizations and is the site for many events and programs. The library accommodates monthly board meetings and programming for most of the community's non-profit organizations and associations. These include but are not limited to the Conanicut Island Art Association, Jamestown Garden Club and Quononoquott Garden Club, the Women's Club, Beavertail Lighthouse Museum Board, local schools' robotics teams, the Boy Scouts of America, the Girl Scouts of America, and local baseball and soccer team volunteer groups.

The library has a strong and supportive Friends Group that contributes financial support for programming that includes the Annual Winter Film and Music Series, and all Youth Services programming and performances. The programs are free and open to the public, emphasizing the truly democratic nature of our organization.

*Office of Library and Information Services, a unit within the RI Department of Administration. OLIS is charged, inter alia, with support to library capital projects. In recent years, Jamestown has been its sole client and thus the test bed for OLIS's new application and approach. The Maury Loontjens Library in Narragansett is following in our footsteps.

APPENDIX A

**JAMESTOWN PHILOMENIAN LIBRARY FOUNDATION
CAPITAL FUND
as of August 19, 2022**

SOURCES	Promised	Received	Total
Jamestown Bond 2018	\$1,000,000		\$1,000,000
Jamestown Bond 2020	\$1,500,000		\$1,500,000
Jamestown Capital Fund	\$144,897		\$144,897
Community Donors		\$615,456	\$615,456
Champlin 1		\$400,000	\$400,000
Champlin 2		\$350,000	\$350,000
Van Beuren		\$250,000	\$250,000
BankNewport		\$50,000	\$50,000
Smaller Foundations		\$26,500	\$26,500
Interest Income		\$14,940	\$14,940
Sources Total	\$2,644,897	\$1,706,896	\$4,351,793

USES			
Architect Expense		(\$272,138)	(\$272,138)
Marketing Expense		(\$18,076)	(\$18,076)
Other Expenses		(\$7,150)	(\$7,150)
Lawyer Expense		(\$11,688)	(\$11,688)
PAL Expense		(\$6,467)	(\$6,467)
NITHPO Expense		(\$1,308)	(\$1,308)
Uses Total		(\$316,826)	(\$316,826)

NET AMOUNTS	\$2,644,897	\$1,390,070	\$4,034,967
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APPENDIX B Bsquared Estimates vs. Bid Actual

N/A= Not applicable

NIB=Not in cost breakdown

Add Alt=Shown in Add-alt section at bottom

In HVAC=Contractor combined categories

	06/18	01/20	03/22	Bid Actual
1 General Requirements	\$90,302	\$85,203	\$91,197	NIB
2 Demolition & Removal	\$77,050	\$124,306	\$130,921	\$52,760
3 Concrete	\$78,621	\$41,916	\$45,267	\$115,885
4 Masonry	\$227,330	\$208,720	\$215,967	\$268,000
5 Metals	\$10,408	\$9,418	\$16,272	\$58,000
Misc. Metals	\$27,164	\$10,239	\$11,035	NIB
6 Rough Carpentry	\$206,158	\$140,211	\$152,231	NIB
Finish Carpentry	\$60,796	\$69,655	\$78,401	NIB
7 Thermal & Moisture	\$156,654	\$86,657	\$90,698	NIB
8 Door, Frames & Hardware	\$42,985	\$24,091	\$29,364	NIB
Special Doors	\$790	\$782	\$782	NIB
Windows & Glass	\$75,459	\$113,294	\$128,182	\$44,950
9 Drywall & Plaster	\$63,941	\$71,583	\$82,192	NIB
Acoustics	\$33,867	\$44,602	\$45,991	NIB
Tile Flooring	\$15,820	\$19,484	\$19,985	NIB
Carpet & Resilient Flooring	\$71,513	\$84,235	\$86,672	NIB
Paint & VWC	\$63,830	\$66,868	\$71,822	NIB
10 Specialties	\$41,428	\$16,996	\$18,245	\$33,225
11 Equipment	Add Alt	Add Alt	Add Alt	Add Alt
12 Cabinets & Counters	\$7,320	\$6,857	\$7,023	NIB
Furnishings	Add Alt	Add Alt	Add Alt	Add Alt
13 Special Construction	Add Alt	Add Alt	Add Alt	Add Alt
14 Conveying	\$86,000	N/A	\$12,329	NIB
21 Fire Protection		\$98,743	\$101,873	In HVAC
22 Plumbing	\$81,452	\$73,795	\$76,238	In HVAC
23 HVAC	\$109,901	\$737,214	\$804,296	\$1,440,000
26 Electrical	\$307,494	\$452,663	\$487,903	\$610,510
31 Sitework	\$105,715	\$137,178	\$140,549	\$79,225
Cost Subtotal	\$2,041,998	\$2,724,710	\$2,945,435	\$4,266,000

General Conditions	\$312,000	\$260,000	\$260,000	Included
Insurances	\$11,299	\$14,327	\$15,386	Included
Overhead and Profit	\$82,785	\$104,966	\$112,729	Included
Building Permits and Fees	\$9,583	\$8,460	NIB	Included
Fire Code Plan and Review	\$3,801	\$4,819	NIB	Included
State of RI ADA Fee	\$2,534	\$3,213	\$3,450	Included

Total General Contract	\$2,464,000	\$3,120,495	\$3,337,000	\$4,266,000
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Design Contingency	\$147,800	\$156,000	N/A	N/A
Construction Contingency	\$98,600	\$124,800	N/A	N/A
General Contingency	N/A	N/A	\$233,590	N/A
Total Contingencies	\$246,400	\$280,800	\$233,590	\$0

Architectural Design	\$162,600	\$204,100	N/A*	\$35,000
Civil Engineering	\$25,000	\$25,000	N/A*	N/A
Owner's Rep	\$25,000	\$25,000	N/A*	\$46,800
Total Representatives	\$212,600	\$254,100	\$0	\$81,800
Total Including Contingencies &	\$2,923,000	\$3,655,395	\$3,570,590	\$4,347,800

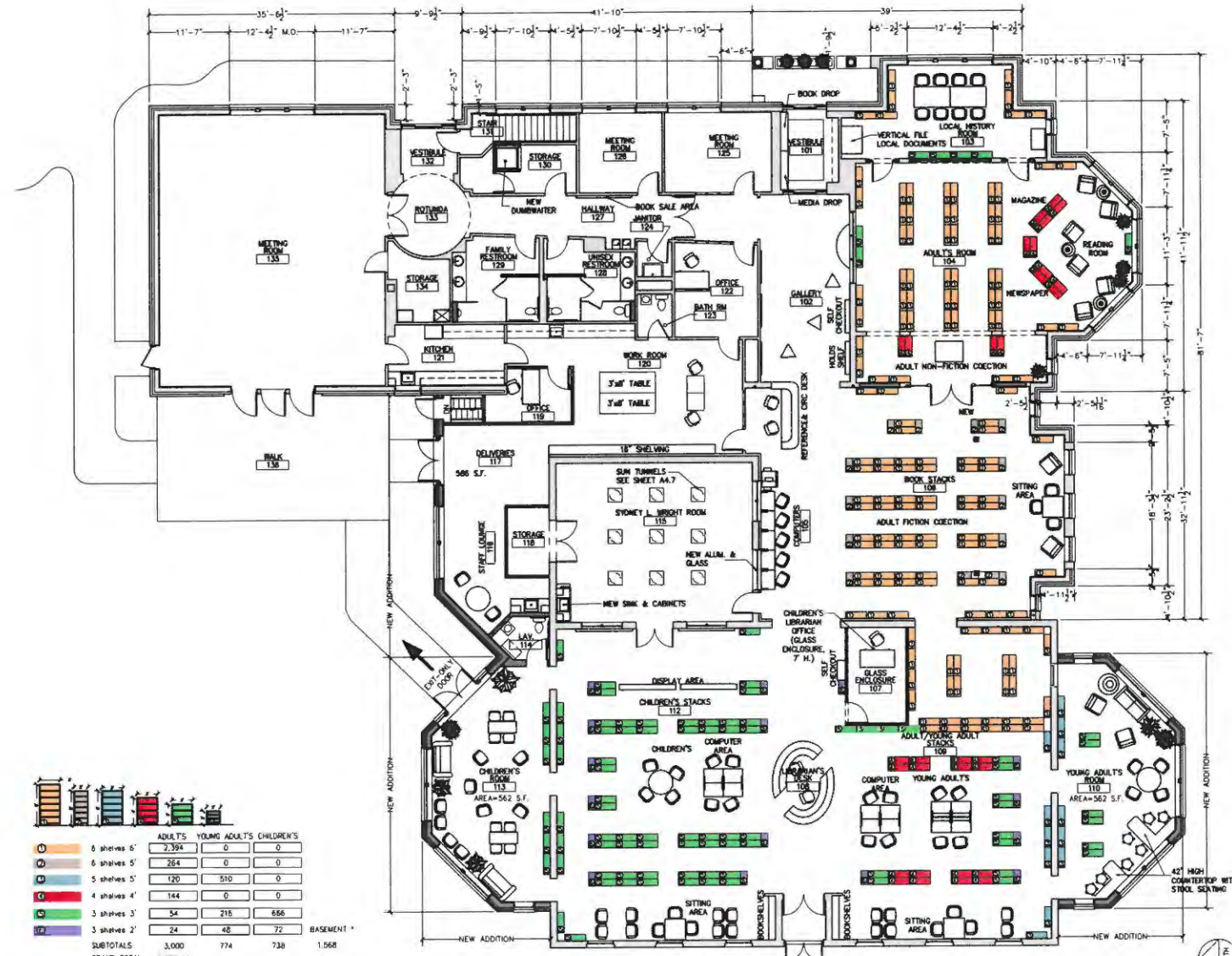
Owner Furniture & Fixtures	\$276,870	\$274,360	\$274,360	\$274,360
Photovoltaic System	\$196,120	N/A	N/A	N/A
Fire Protection System	\$180,260	N/A	N/A	In HVAC
Replace Basement AHUs	\$221,250	N/A	N/A	N/A
Replace Dx Condensors	\$52,740	N/A	N/A	N/A
Replace Dx Condensors w/piping & electrical	\$83,860	N/A	N/A	N/A
Replace EPDM & Shingle Roof	\$227,220	\$243,030	\$250,550	\$297,400
Add Dumbwaiter	Included	\$35,700	Included	\$80,000
Add Pergola	Included	\$116,870	N/A**	N/A**
Total Add-Alts	\$1,238,320	\$669,960	\$524,910	\$651,760

Grand Total	\$4,161,320	\$4,325,355	\$4,095,500	\$4,999,560
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*it was decided that the reps (particularly architectural design) should not be included in the construction
 **the pergola was taken out completely for cost savings

Appendix C

Jamestown Philomenian Library				
Bid-recap				
8/10/2022				
Contractor that attended Pre-bid	E. W. Burman	Maron Const.	Tower	
Base bid	\$4,266,000.00	\$4,594,000.00	\$4,374,000.00	
Alternatives				
Add Alt. No. 1, Dumbwater	\$80,000.00	\$57,850.00	\$75,000.00	
Add Alt. No. 2, Roof Shingle	\$68,200.00	\$79,950.00	\$57,000.00	
Add Alt. No. 3, Membrane Roof	\$88,700.00	\$158,550.00	\$196,000.00	
Add Alt. No. 4, Roof Shingle	\$140,500.00	\$99,700.00	\$87,000.00	
Unit prices				
1. General and Structural earth excavation	\$250.00	\$15.00	\$72.00	
2. Hand earth excavation	\$107.00	\$320.00	\$225.00	
3. Trench and pit earth excavation	\$250.00	\$24.00	\$72.00	
4. Dewatering, including pumps & maintenance	\$1,500.00	\$625.00	\$1,250.00	
5. Extra backfill in place	\$100.00	\$12.00	\$55.00	
6. Removal of excavated material from site	\$150.00	\$15.00	\$40.00	
7. Removal of excavated rock from site	\$450.00	\$15.00	\$65.00	
8. General fill in place	\$100.00	\$34.00	\$55.00	
9. Reinforcing steel in place	\$2.00	\$3.00	\$30.00	
Addendum				
Addendum 1	Yes	Yes	Yes	
Addendum 2	Yes	Yes	Yes	
Subcontractors Work & Cost Breakdowns				
Site Work	\$79,225.00	\$88,000.00	\$95,000.00	
Demolition	\$52,760.00	\$196,500.00	\$55,000.00	
Concrete	\$115,885.00	\$164,500.00	\$125,000.00	
New Copper Gutter	In Roof		w/roof	
Masonry/Brick	\$268,000.00	\$133,250.00	\$250,000.00	
Masonry/CMU	In Brick	\$90,750.00	w/brick	
Structural Steel	\$58,000.00	\$66,000.00	\$30,000.00	
Roof @ New Building Portion	\$74,800.00	\$89,900.00	\$115,000.00	
Windows	\$44,950.00	\$53,300.00	\$75,000.00	
Kitchen Equipment	NA			
Mechanical (HVAC)	\$1,440,000.00	\$1,200,000.00	\$1,200,000.00	
Fire Protection	In HVAC	\$270,000.00	\$225,000.00	
Plumbing	In HVAC	Incl.	\$125,000.00	
Electrical	\$610,510.00	\$645,000.00	\$675,000.00	
Telephone / Data	In Elec	Incl.	w/elec	
Trees, Plants, Ground-cover	\$16,725.00	\$5,000.00	\$3,500.00	
Identifying Devices	\$4,000.00	\$4,200.00	\$2,500.00	
Concrete testing	\$5,000.00	\$19,000.00	\$2,500.00	
Adj. & Balancing Mechanical systems	\$7,500.00	\$7,000.00	\$7,500.00	
Bid Security	Yes	Yes	Yes	
Contractor Qualification A305	Yes	Yes	Yes	



	ADULTS	YOUNG ADULTS	CHILDREN'S	BASEMENT *
6 shelves 6'	2,394	0	0	
6 shelves 5'	264	0	0	
5 shelves 5'	120	510	0	
4 shelves 4'	144	0	0	
3 shelves 3'	54	215	656	
3 shelves 2'	24	48	72	
SUBTOTALS	3,000	774	728	1,568
GRAND TOTAL	6,080 (1)			

* COMPACT BOOK SHELVING 14'-0" X 8" SHELVES X 7 TWO SEED UNITS

1 FURNITURE PLAN (BY OWNER)
SCALE: 1/8"=1'-0"
SCALE: 1/8" = 1'-0"

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App. D

NewPort Architecture, LLC
P.O. BOX 3142, 38 LEGG ROAD
NEWPORT, RHODE ISLAND 02840
401.844.0776
nportarch.com

JAMESTOWN PHILOMENIAN LIBRARY
26 NORTH ROAD, JAMESTOWN, RHODE ISLAND 02835

BIDDING SET
LOOK
3/15/2022
1309
PHASE:
STATUS:
ISSUE DATE:
PROJECT NO.:
DESCRIPTION:







FY2021

Annual Report SUMMARY

Jamestown Philomenian Library

Following are selected statistics from the FY2021 library data collected through the RI Public Library Annual Survey. All data are for the period July 1, 2020 to June 30, 2021.

 Cardholders 3,219	 Library Visitors 33,888	 Curbside Transactions 173	 Reference Transactions 8,100
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JPL Physical Collection	 Books 30,060	 CDs & Audiobooks 1,307	 DVD & VHS 5,287	 Other Physical Items 452
	Circulations	53,441 Print checkouts	9,683 A/V checkouts	817 checkouts

Statewide Electronic Collection	 eAudio 49,841	 eBooks 134,823	 eVideo 3,403
	Circulations	6,265 eAudio checkouts	11,198 eBook checkouts



5

Number of Public Computers

1,035

Total Computer Uses



Library Website Visits

58,870



15,581

Items Borrowed via ILL

14,406

Items Loaned via ILL



Library WiFi Sessions

1,721



44

In-Person Onsite Programs

462

Attendance



77

Live Virtual Programs

269

Listens/Views of Recordings



\$507,565 Local Government Revenue

\$109,640 State Government Revenue

\$0 Federal Government Revenue



\$626,774

Total Operating Revenue*

\$611,923

Total Operating Expenditures

*Total Operating Revenue is the sum of government and non-government revenue sources.

2022 RI General Assembly Legislative Session

Land Use Law Summary

Peter Ruggiero, Esquire

Wyatt Brochu, Esquire

David Petrarca, Esquire

RUGGIERO, BROCHU & PETRARCA

1130 Ten Rod Road, Suite D-102

North Kingstown, RI 02852

Zoning Enabling Act

- Accessory Dwelling Units ("ADU")
- S2623 Sub A & H7942 Sub B (Effective Upon Passage)
- Repeals provisions for "Accessory Dwelling Unit" limited to primary residence and family members in R.I.G.L. § 45-24-31(2). Adds provisions for "Accessory Dwelling Unit" which may be located primary structure or accessory structure.
- Retains mandatory provisions for a by-right ADU in a primary occupied residence for disabled family members or persons 62 of age or older.

- Includes new provisions at R.I.G.L. § 45-24-73 whereby any community "which chooses to permit" ADUs within the community "shall not impose any excessive restrictions...."
- Such excessive restrictions are defined as: not limiting tenancy familiar relationship: no unreasonable fees to create an ADU: no infrastructure improvements: impose unreasonable dimension requirements; require larger lot sizes; to name a few.

- Additional revisions at R.I.G.L. § 45-24-74 which provide that a shall be permitted by-right in any residential zone with a minimum size of 20,000 sq ft or greater and that the ADU can be located primary or accessory structure.
- R.I.G.L. § 45-24-75 allows for an ADU to be included in a municipalities low and moderate income housing attainment g a one-half unit in particular circumstances.

- Further amendments at R.I.G.L. § 45-24-76 require municipalities provide annual reports to the division of statewide planning or by February 1 of each year.

Mandatory Continuing Education

- Amendments to R.I.G.L. § 45-22-7 (Subdivision and Land Development Act) require planning board and commission members and § 45-57 (Zoning Enabling Act) require zoning board members and § 45-24.1-3 (Historic Area Zoning) require historic district commission members to participate in continuing education course promoted in new R.I.G.L. § 45-70-1 *et seq.* These amendments become effective on January 1, 2023. All members have a one year grace period to comply.
- The requirements include an introductory training requirement of 2 hours and annual continuing education requirements of 1 hour thereafter. Certain exemptions are provided but limited.

Quorum and Voting Amendments

- R.I.G.L. § 45-23-63 (Subdivision and Land Development Act) was amended to provide that a decision by a planning board or commission to approve an application requires a majority "of the planning board members present at the time of the vote."
- R.I.G.L. § 45-24-56 (Zoning Enabling Act) was amended to state that members of a zoning board of review constitute a quorum (previously required 5 members)
- R.I.G.L. § 45-24-57 (Zoning Enabling Act) amended the voting requirements for zoning relief applications to a majority of the members present (previously required 4 of 5 votes to grant relief)

Low and Moderate Income Housing Act

- Amendments to R.I.G.L. § 45-53-1 *et seq* (Low and Moderate Income Housing Act) provide for changes to board quorum and voting requirements
- These amendments become effective on January 1, 2023

RI Cannabis Act

- New law enacted at R.I.G.L. § 21-28.11-1 *et seq* (RI Cannabis Act) allow for the licensing, manufacturing, sale, use and consumption of cannabis.
- Municipalities may regulate or prohibit retail sales in certain cases.
- Public property use and consumption of cannabis not addressed in the act.
- Local monitoring and enforcement, including impairment in vehicle operation, unsettled.

Rhode Island Division of Statewide Planning

SUMMARY of the 2022 LEGISLATIVE SESSION**Legislation Enacted that Affects Local, Regional and Statewide Planning**

During the 2022 Rhode Island General Assembly session, numerous bills were enacted that will impact local, regional, and statewide planning. A total of 2,511 bills were filed in 2022. Members of the House introduced 1,443 bills and, in the Senate, 1,068 bills were introduced. This year, 208 planning related bills were tracked and, of these tracked bills, more than 30 were enacted as laws. The Division scans for a variety of topics related to centralized planning responsibilities for the Division, the State Guide Plan, and other requirements as the State's single Metropolitan Planning Organization. Topics typically are related to municipal planning, energy, housing, other state government, solid waste, transportation, and water supply. Below is a brief synopsis of some of the enacted bills, accompanied by links to the actual legislation on the web. The bills that were signed into law and that affect the Division are shown first, then several key bills related to municipal planning and low-moderate-income housing requirements are highlighted. A reminder: planners will need to consult with their municipal solicitors about amendments needed to bring zoning ordinances and/or subdivision and land development regulations into compliance with the new laws.

Mandatory Education Now Required for Local Land Use Officials

House Bill No. [7023 SUB B](#) & Senate Bill No. [2649 SUB A](#) became effective without the Governor's signature on June 25, 2022 and now are Chapters 142 & 143 of the Public Laws of 2022. Originally approved in 2017, this Law requiring biennial education on sea-level rise and storm water management education, now addresses continuing education on land use planning for local planning, zoning, and historic district board members. Upon completion of training, a board member must file with the municipal clerk a statement asserting that the training has been completed. According to the new provisions, no decision of a planning, zoning or historic district board or commission will be declared invalid because of failure of a member to comply with the training requirements.



The Law requires that the State Planning Council appoint an advisory committee for education by December 2022 to advise the Division on development of an education program. The Program needs approval by the Director of Administration. The Division is required to begin offering the approved training by June 2023. The Division will be developing guidelines outlining the training to be offered and procedures for obtaining the exemptions provided by the Law.

Required training for planning, zoning, or historic district board members:

- Introductory Course – 3 hours – one time within 2 years of enactment or a new appointment
- Annual Updates – 1 hour every year


Planning Boards Only

- Sea Level Rise/Stormwater Management – 2 hours every 2 years

Exemptions possible (introductory training only):

- Ex-officio board members – all training waived
- Completion of a prior land use planning course of at least 3-hour equivalency, subject to approval by the Division
- Proof of American Institute Certified Planner or a master's degree in urban or community planning

The current ongoing free, monthly virtual training workshops of the Division will form the foundation for this new effort. In 2021, The Division trained 55 persons from 14 communities consisting of both new volunteers and seasoned veterans. 2022 training is already off to a strong start with more than a dozen individuals taking advantage of the current virtual workshops and several dozen persons registered for the remaining workshops of this year. (See the information following on upcoming workshops.)



Rhode Island Division of Statewide Planning
Free Educational Workshops for Municipal Volunteer Officials
 2022 Proposed Schedule

Workshops will be conducted by Zoom and advance registration is required

Workshop 1 – Conducting Effective Public Meetings
 An Introduction to meetings, best practices and addressing sea level rise/stormwater management in land use planning
Proposed Dates: March 30th, May 25th, August 31, October 26th

Workshop 2 – Making Land Use Decisions
 Conducting land use reviews, standards and crafting decisions
Proposed Dates: April 27th, June 29th, September 28th, November 30th

For more information or to register - send an email at least two weeks prior to the workshop you wish to attend with your name, community affiliation and level of experience to:
Nancy.Hess@doa.ri.gov or Paul.Gonsalves@doa.ri.gov



New Annual Reporting Required

S 2623 SUB A & H 7942 SUB B - Zoning Ordinances – This Act makes multiple changes. First, the definition of and standards for an accessory dwelling unit (ADU) have been changed. An ADU may be now counted towards a municipality's affordable housing goals after meeting certain conditions. An eligible ADU to be counted will count as one-half a unit for every year for which documentation of eligibility is provided to Rhode Island Housing and Mortgage Finance Corporation by the approved monitoring agent. Communities still have a choice to permit ADUs or not, they have not been mandated as earlier versions of the bills proposed. Approval would be through the development plan review process. Communities should check with their Solicitors on zoning definitions and development review regulations in regard to the new standards for ADUs.

Second, municipalities now must provide annually to the Division by February 1st - the following data:

- Any ordinances enacted related to ADU in the previous calendar year.
- All ADU permitted during the two previous calendar years, and
- All ADU issued a certificate of occupancy during the two previous calendar years.

The Division must submit an annual report of municipal activity related to ADUs on a statewide and municipal basis to the Speaker of the House, President of the Senate, and the Secretary of Housing by March 1 each year.

S 3052 & H 7947 SUB A - Low and Moderate Income Housing – This Act also established two new reporting requirements. Municipalities must provide to the Division annually, by February 1st - data for the preceding year relating to comprehensive permits, consisting of:

- The number of letters of eligibility issued for low- and moderate-income housing including the proposed subsidized units.
- The federal, state, and municipal subsidy programs under which they were eligible.
- The status of each comprehensive permit application for which a letter of eligibility was issued.
- The number of comprehensive permit applications which have had building permits issued, describing the
 - number of market rate housing units
 - number of low and moderate-income housing units, and
 - the AMI restrictions associated with the units.
- The number of comprehensive permit applications which have had certificates of occupancy issued

The Division must submit an annual report of activity related to comprehensive permits on a statewide and municipal basis to the Speaker of the House, President of the Senate, the Housing Resources Commission, and the Secretary of Housing by March 15 each year.



Laws Impacting Municipal Planning

Senate Bill [2504 SUB A as amended](#) & House Bill [6642 as amended](#) – An Act Related to Subdivision of Land/Zoning Ordinances - This Act was signed by the Governor on June 27, 2022. This act would take effect on January 1, 2023 and would be prospective only and not applicable to any current zoning or planning application, hearing or appeal.

Quorums are changed as follows:

- Planning board votes for approval of any land development or subdivision application require a majority vote of the members present at the time of the vote, not the full membership.
- The zoning board of review quorum will be four members authorized to vote which may include alternate members.

Zoning Board of Review voting is changed as follows:

- A maximum of five active zoning board members, which may include alternates, shall vote on any issue.
- The concurring vote of a majority of members is necessary to reverse any order, requirement, decision, or determination of any zoning administrative officer from whom an appeal was taken.
- The concurring vote of a majority of members sitting at a hearing is required to decide in favor of an applicant on any matter of the Board upon which it is required to review, including variances and special use permits.

[S 2088](#) & [H 7201](#) - Zoning Ordinances – This Act became effective without the Governor's signature on June 17, 2022 and is Chapters 097 and 098 of the of the Public Laws of 2022. It provides for a procedure for homeowners to submit to a municipal zoning board of review or zoning official for a review to determine whether or not a proposed use requires a special use permit. This provision enforces the existing requirement for zoning officials to answer written requests within fifteen days, through the issuance of written zoning certificates ([§ 45-24-54. Administration](#)).



Other Land Use Related Legislative Actions

From time to time the General Assembly appoints various study commissions on contemporary topics of concern to the Legislators. There are two such commissions ongoing related to land use planning. Links to each study commission are provided below. The Division is a member of the Land Use, Preservation, Development, Housing, Environment and Regulation Commission.

House Resolution [7576](#) - Resolution 194 - HOUSE RESOLUTION EXTENDING THE REPORTING AND EXPIRATION DATES OF [THE SPECIAL LEGISLATIVE COMMISSION](#) TO STUDY THE ENTIRE AREA OF LAND USE, PRESERVATION, DEVELOPMENT, HOUSING, ENVIRONMENT, AND REGULATION - Extends the reporting and expiration dates of the commission to study the entire area of land use, preservation, development, housing, environment, and regulation, from April 30, 2022, to June 8, 2023, and would expire on June 30, 2023.

Other Commissions

House Resolution [7091](#) – Resolution 066 - HOUSE RESOLUTION EXTENDING THE REPORTING AND EXPIRATION DATES FOR THE [SPECIAL LEGISLATIVE COMMISSION TO STUDY THE LOW- AND MODERATE-INCOME HOUSING ACT](#) - Extends the reporting and expiration dates for the Commission to study the Low- and Moderate-Income Housing Act from December 16, 2021, to April 12, 2023, and would expire on May 24, 2023

House Resolution [8330](#) Resolution 399 & House Resolution [8356](#) Resolution 403 - SPECIAL LEGISLATIVE COMMISSION TO STUDY THE LOW- AND MODERATE-INCOME HOUSING ACT - A amend the membership of said commission by increasing the number of members from 18 members to 19 members by adding the Secretary of Housing, or designee



Laws impacting Housing & Municipal Planning

There were 139 bills filed related to housing in some way in the 2022 session. Topics were varied and widescale to address different housing issues in the State. The following are links to those **which were enacted** and impact land use planning.

S [2481 Sub A](#) & H [7640 SUB A](#) - RI Housing Resources Act of 1998 - This Act amends the membership of the Rhode Island Housing Resources Commission to exclude a representative of the insurers and replace it with a representative of a city or town with a population below 25,000, and requires that, in each funding round, there must be a material award that benefits a city or town with a population below 25,000, according to data from the United States Census Bureau.

S [2621 SUB A as amended](#) & H [7723 SUB A](#) – RI Housing Resources Act of 1998 – This Act changes the affordable housing eligibility standards for households in New Shoreham (only) with gross household income of less than on 140% of area median income.

H [7940 SUB A as amended](#) – State Affairs and Government - Executive Office of Commerce - This Act provides that the deputy secretary of commerce and housing becomes the secretary of housing with all the powers and duties of the deputy secretary of commerce and housing. This Act also creates a new department of housing effective January 1, 2023.

S [3044](#) - & H [7941](#) - Low and Moderate Income Housing – Defines multi-family housing as a building with 3 or more residential dwelling units or 2 or more buildings on the same lot with more than one residential dwelling unit in each building. Authorizes multi-family rental units to be built as part of a comprehensive permit and to be included in the calculation of low mod housing provided they meet the provisions of [§ 45-53-3.1](#). All non-deed restricted units developed under the same comprehensive permit shall be included in the low and moderate income housing inventory as one-half unit each.

S [3048](#) & H [7943 SUB A](#) - Low and Moderate Income Housing – Establishes a program for the repurposing of vacant and unused school buildings into affordable housing to be administered by the Secretary of Housing. Reporting requirements are established for both the Department of Elementary and Secondary Education and municipalities. The Office of Housing and Community Development must establish a database to track the program.

S [3045](#) & H [7945 SUB A](#) – Low and Moderate Income Housing – Amends the membership of the State Housing Appeals Board to include a member from the Center for Justice Rhode Island and a member from Direct Action for Rights and Equality. Two additional alternates are to be appointed by the Governor representing realtors or developers doing business in the State. Requires annual reporting from the Rhode Island Housing Resources Commission on activities of the Board.

S [3046 Sub A](#) & H [7949 SUB A as amended](#) – Low and Moderate Income Housing – Revises the time period for reviews within the comprehensive permitting process and the time period for the appeals process. Monitoring agents must be approved by the Rhode Island Housing Resources Commission. Certification of completeness for major land developments must be issued in 25 days, for preliminary plans within 25 days, and public hearing must be held within 90 days. Denial of a comprehensive permit must now include a finding that the municipality has made significant progress in implementing affordable housing goals.

S [3049](#) & H [7946 SUB A](#) - Low and Moderate Income Housing - The Rhode Island Housing and Mortgage Finance Corporation is required to prepare an annual report to the General Assembly, Housing Resources Commission, Division of Statewide Planning, and the Secretary of Housing, on Section 8 Housing Choice Vouchers.

S [3050](#) & H [7950 SUB A](#) - Low and Moderate Income Housing – The Rhode Island Housing Resources Commission must establish a monitoring agent program defining a process for the selection and approval of monitoring agents ensuring that municipally subsidized housing developments remain affordable, and that income eligible buyers and tenants are occupying these units.

S [3051](#) & H [7944 SUB A](#) - Low and Moderate Income Housing – This act would direct the Rhode Island Housing and Mortgage Finance Corporation to maintain an online database of low income rental units on the Corporation's website. The Corporation must provide an annual report to the Speaker of the House, President of the Senate, Housing Resources Commission, Division of Statewide Planning, and the Secretary of Housing.

S [3058](#) – Executive Office of Commerce - Effective January 1, 2023, a new Department of Housing is created which includes the Office of Housing and Community Development and that the Deputy Secretary of Commerce and Housing becomes the Secretary of Housing to be appointed by the Governor.

If you have any questions regarding the bills enacted, please contact either:

Nancy Hess at nancy.hess@doa.ri.gov or Paul Gonslaves at paul.gonslaves@doa.ri.gov

- D) Authorization of Town Administrator to Sign the MOU with the Jamestown Chamber of Commerce for Use of Town Municipal Parking Lot, Narragansett Avenue during the 2021 Season Due to Covid-19
- E) Finance Director's Report on Comparison of Budget to Actuals as of December 31, 2020
- F) Conanicut Island Sailing Foundation Free Sailing Program 2020 Report
- G) Conanicut Island Sailing Foundation Jamestown 2020 Sea Adventure Summer Report
- H) Conanicut Island Sailing Foundation Leadership Program & Fall Programing
- I) Reconstitute the Traffic Committee with Approval of Committee Charge as approved June 19, 2017 with Reappointment of Current Members with terms due to expire November, 2022: Chief Thomas Tighe, Vincent Moretti, William Munger, Timothy Yentsch, Michael Junge, and Valerie Southern

A motion was made by Vice President Meagher with second by Councilor M. White to acknowledge the Communications. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, aye; Councilor R. White, Aye.

XI. 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) Public Notice Received:
 - 1) Zoning Board of Review: Jamestown as an Abutter
Application of St. Marks Cemetery/ St. Mark Church
Hearing Date: January 26, 2021
- B) Communications Received:
 - 1) Copy of Letter to: Town Administrator Hainsworth/ Town Council
From: Mark Baker
Re: Decree of New Mooring Policy

XII. 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.

Approved as amended
PLANNING COMMISSION MINUTES
August 3, 2022
7:00 PM
Jamestown Town Hall
93 Narragansett Ave.

I. Call to Order and Roll Call

The meeting was called to order at 7:00pm and the following members were present:

Mike Swistak – Chair	Duncan Pendlebury – Vice Chair
Mick Cochran	Rosemary Enright – Secretary
Diane Harrison	Bernie Pfeiffer - arrived at 7:15pm
Dana Prestigiacomo	

Also Present:

Lisa Bryer, AICP – Town Planner
 Carrie Kolb, Planning Assistant
 David Petrarca, Jr., Esq. – Town Solicitor
 Sam Crisafulli, DiGregorio Corporation
 Anthony DiGregorio, DiGregorio Corporation
 Nick DiGregorio, DiGregorio Corporation
 Rico DiGregorio, Applicant – DiGregorio Corporation
 John Mancini, Esq. - Mancini Carter
 Alec Tesa, AIA, A Tesa Architecture

II. Citizen’s Non-Agenda Item - none

III. New Business

1. 29 Narragansett Ave, AP 9 Lot 631, Jamestown, RI. Application of Development Plan for proposed mixed use structure (2 commercial and 2 residential unit) within the Jamestown Village Special Development District, CD Zoning District– Review, Discussion, and/or Action and/or Vote

Attorney Mancini stated that the project has gone through several generations. They have listened to the Planning Commission and Zoning Board and have designed a new structure. It’s a smaller building of 4 units with 2 commercial and 2 residential. There are no variances requested.

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The new architect, Alec Tesa, presented his credentials. A motion was moved by Commissioner Pendlebury and seconded by Commissioner Enright to accept Alec Tesa as an expert witness. All in favor.

Tesa explained that the new building design fits in with the streetscape of Jamestown. The building is two residential and two commercial units. They submitted a plan that shows the third-floor area ratio that is at 68% under the 75%. The building will be natural wood shingles and siding to blend into Narragansett Avenue. Local fieldstone to go with Narragansett Ave.

Commissioner Swistak asked Bryer if all of the items discussed at TRC were submitted for this meeting? Bryer replied yes.

Commissioner Swistak asked the Commission if they had any questions about the design? Commissioner Pendlebury stated that they were discussed in TRC and the minutes are part of the record.

Commissioner Enright asked about the balcony railings? Tesa replied that a piece of glass would be placed behind the railings for code purposes. Pendlebury noted it would be handled at building permit stage.

Commissioner Harrison asked who decides who the retail clients are? Is it the owner? Attorney Mancini replied that the idea is to have a tenant with office space downstairs and living upstairs. The offices on the first floor are not a “destination” office.

Commissioner Swistak asked Attorney Mancini if they received the draft motion in the packet and if they had any questions. Attorney Mancini replied that he received the draft motion and there were no questions.

Commissioner Swistak reviewed the memo from Jean Lambert Re: Water and Sewer connection comments for 29 Narragansett Avenue. The Planning Commission and Attorney Mancini agree to adopt the memo. The memo became part of the conditions of approval.

A motion was moved by Commissioner Swistak and seconded by Commissioner Pendlebury as follows:

At the August 3, 2022 Planning Commission meeting, the Commission voted to Grant Development Plan approval of the application of We Dig Investments, LLC, 29 Narragansett Avenue, Plat 9, Lot 631, Jamestown, RI, to build a mixed-use structure with 2 commercial units and 2 residential units, based on the following findings and subject to the following conditions of approval.

Findings of Fact

1. At various times, representatives of the Town and the Technical Review Committee (TRC) met with the applicant 4 times over the last few months to discuss the new application of We Dig Investments and to provide comments and recommendations
 - a. June 8, 2022
 - b. July 5, 2022
 - c. July 19, 2022 (see meeting minutes)
 - d. July 26, 2022, (see TRC minutes);

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2. The Applicant submitted the following in support of this application:
 - a. An application dated 7-20-2022;
 - b. Plans by A Tesa Architecture dated 7-21-22:
 - i. First Floor Plan, 101
 - ii. Second Floor Plan, 102
 - iii. Third Floor Plan, 103
 - iv. Roof Plan, 104
 - v. Elevations, 200
 - vi. Elevations, 201
 - vii. Floor Area Ratio, 500
 - viii. Architectural Rendering (digital)
 - c. Site /Utilities/Drainage/Landscape/Soil Erosion and Sediment Control Plan for Mixed Use Development, AP 9, Lot 631 by DiGregorio Corporation Updated 6-7-2022;
 - d. Traffic Study by Pare Corporation dated 2-15-2022, Supplement dated 2-17-2022;
 - e. Hydrant Data in the vicinity of 2 Narragansett Avenue;
 - f. RIDOT Physical Alteration Permit to close the existing curb cut on Narragansett Avenue with granite curbing and sidewalks to match existing conditions surrounding site;
 - g. Vicinity Plan;
 - h. Aerial Photograph;
 - i. Soils Map;
 - j. Tax Statement;
3. The applicant was represented by Attorney John Mancini, and Alec Tesa, AIA, who was recognized by the Planning Commission as an expert witness;
4. This is the second application for the applicant and this application meets the standards previously requiring variances. This proposal meets all the standards of the Zoning Ordinance including, parking, building lot coverage, setbacks, height;
5. One to two additional parking spaces will be created along Narragansett Avenue due to closing the curb cut at Narragansett Avenue;
6. The Village Special Development District permits 2 stories maximum, where the net floor area of the third floor (attic) of a structure should not exceed 75 percent of the area of the ground floor. This proposal meets this requirement based on sheet 500 by A Tesa Architecture;
7. The Lot proposed for development is 10,258 square feet;
8. The proposed duplex/mixed use structure is permitted by right within the CD District with 5,000 square feet;
9. The Landscape plan is adequate when addressing the public realm;

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10. Refuse from the 4 units will be handled individually in the rear garage area of the building;
11. The building height in the CD district and throughout the island is 35 feet. The proposed structure is 34' 9 ¼" which is required to be measured from the average grade of the 4 corners of the building;
12. The property is serviced by municipal water and sewer. A municipal sewer line which services the dwelling at 7 Green Lane cuts across the south-east corner of the applicant's property.
13. The Traffic Analysis prepared by Pare Corporation, based on the previous proposal of 3 residential units and 3 commercial units, concluded that the proposed development will not have any significant impact to the capacity and safety of the surrounding roadway network. In addition, they concluded in a supplemental analysis that there are no crash trends in the vicinity of the proposed development site indicative of an existing safety hazard.
14. The applicant previously indicated that they do not intend to Short Term Rent the residential units. The Planning Commission accepted that commitment;
15. The applicant has, with the consent of the Public Works Director, installed a manhole at the southwest corner of the property and piped the water to Green Lane to resolve on site flooding from the property to the west;

Conditions

1. This approval is for a duplex/mixed use structure containing 2 residential units and 2 ground floor commercial units;
2. Water Service:
 - a. The water services must be appropriately sized for a commercial/residential use;
 - b. Each unit shall be independently metered;
3. Sewer Service:
 - a. A 6" sewer connection into the existing 8" Green Lane sewer is acceptable;
 - b. The sewer connection must be a "Y" connection; a drop connection will not be permitted;
 - c. If a new sewer connection is proposed, the existing sewer connection from the property must be removed. Please note that this removal may necessitate the repair and/or replacement of a section of the existing 8" Green Lane sewer;
 - d. Note that there may be a conflict with the installation of the new sewer connection and the existing 12" water in Green Lane. It is suggested that an onsite meeting with Town Water and Sewer Department personnel present be coordinated prior to and during excavation for the utilities. A test pit may be required to investigate the existing conditions;
4. Roadway:
 - a. An excavation permit will be required to conduct work within the Town roadway;
 - b. A bond will be required for the cost of all work within the Town right of way

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- (including at a minimum: road restoration, curbing, sidewalks and utility work);
- c. The Town will require complete restoration of the roadway and sidewalks. A temporary patch must be in place for a minimum of 90 days. Final curb to curb paving on Green Lane within the area of disturbance will be required;
 5. The site will be developed in strict adherence with the plans as approved by the Planning Commission as noted above prior to issuance of a Certificate of Occupancy:
 6. No structures shall be built over the underground pipes at the southeast corner of the property in the parking lot/buffer area servicing the neighbor at 6 Green Lane (two-family with 6 Green Lane, Plat 9 Lot 570). The pipe shall be shown on the final plan;
 7. The applicant shall install new concrete sidewalks and curbing along the previous curb cut at Narragansett Avenue and Green Lane frontage to match the specifications of the existing Narragansett Avenue sidewalks to include the raised aggregate feature.
 8. The following shall be included in the Condominium Documents which shall be reviewed and approved by the Planner and Solicitor prior to final approval and recording:
 - a. Landscape maintenance standards shall be developed by a registered landscape architect and submitted to the Town Planner for review and approval at final approval;
 9. Approval of the Board of Water and Sewer Commissioners shall be received prior to Final Approval; and,
 10. Final Development Plan approval shall be granted Administratively.

So voted:

Commissioner Pendlebury - aye	Commissioner Cochran – aye
Commissioner Enright – aye	Commissioner Harrison – nay
Commissioner Pfeiffer – aye	Commissioner Prestigiacomo - aye
Commissioner Swistak - aye	

Motion carries: 6-1

IV. Old Business

1. Jamestown Zoning Ordinance update - review, discussion and/or action and/or vote
 - A. July 2022 draft
 - B. One-page fact sheets
 1. Communication Towers
 2. Keeping of Chicken Hens
 3. Solar & Wind Energy Facilities
 - C. Building Height and Floor Area Ratio standards

Bryer clarified that the consultant for the zoning ordinance update is Horsley Witten (HW). Ursillo, Teitz and Ritch review all legal aspects to the zoning updates for HW.

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She commented on the summary of statewide planning related to land use. Some necessary changes will need to be made regarding Accessory Dwelling Units (ADUs) and the new state law related to cannabis.

HW has created one-page fact sheets related to sections we have done before that will help with public outreach. The website: Jamestownzoning.com is a centralized location with all the correct information in one place that residents can access.

Commissioner Prestigiaco said that Horsley Witten is doing a good job.

Commissioner Pendlebury would like to see on the fact sheet that ground mounted solar is not allowed in front yards. The same point is true for wind as well.

Commissioner Pendlebury asked what "financial surety" means in the "other requirements" section on the solar & wind energy page? Bryer will check on it. Commissioner Prestigiaco stated that "financial surety" is listed in both solar and wind.

Bryer reviewed the information on how to regulate structures looking overly large. Currently, we only have a section stating the third-floor can only be 75% of the area of the first-floor. This prevents square buildings. Regulating by Floor Area Ratio (FAR) is a well-established way. Bryer stated that it's an interesting concept and it could work fairly well in Jamestown. Jeff Davis, from HW, did not think that Jamestown's building lot coverage was overly permissive. FAR is a way to make the structures look not so large.

Commissioner Prestigiaco said that there are bigger houses on small lots, especially in The Shores. Bryer discussed the zones that FAR could apply to and that FAR could apply to lots under 20,000 sq. ft. But we could add R-40 district also.

Commissioner Pendlebury stated that the height is shown at (3) feet, but it should be (5) feet. Discussion ensued regarding calculations and definition of half-story.

Commissioner Enright asked if FAR is in lieu of the 75% rule? Bryer stated FAR would be in place of 75% rule. Commissioner Pendlebury stated that its easier to figure out the calculations.

Commissioner Swistak asked if FAR is for residential only? Bryer stated that it can also apply to CL and CD. Commissioner Swistak stated that an applicant can ask for a variance if needed. Bryer said that Article 11 allows for flat roofs and once they are approved there is no way to ensure that a flat roof is maintained as a green roof.

Commissioner Swistak asked if FAR covers when residential space gets too large, due to an extra bathroom or living space above a garage? Commissioner Pendlebury stated with FAR the size of the lot and the setbacks determine the amount of square feet allowed.

Commissioner Swistak asked what is next? Bryer will ask Davis to write a paragraph on FAR and see if he can provide a case study.

Bryer discussed process and potential schedule. For the Zoning change, the Planning Commission makes a recommendation to the Town Council and the Town Council holds a public hearing. Our public outreach is the website and workshop(s) to explain major changes to the ordinance to the public. Potential dates for the workshops are September 7 or October 5. We can have one or two workshops, assuming no applications on those dates. Commissioner Swistak asked if that was enough time for HW? Bryer will speak to Davis to confirm.

Bryer, if we have a workshop in September or October and get a recommendation to the Town Council, then they can have their hearing in November. Just some things to think about and we do not have a to make a decision tonight. Commissioner Prestigiaco would like to see the

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process wrapped up before the start of the building season next year. Commissioner Swistak asked if there are complications with statewide changes, will they be incorporated into the zoning changes or be approved after? Bryer stated that we do not have to incorporate the changes, and if the law isn't clear, they might not be ready to go into the ordinances. Commissioner Swistak is leaning towards October 5 not September 7.

V. Correspondence

1. Memo to Zoning Board for High Groundwater Table and Impervious Overlay District Sub-District A, Lot 469 Sloop, LLC: AP 3, Lot 369; Sloop Street, Jamestown, RI
2. Final Approval – Administrative Subdivision for Palo Alto LLC, to move lot lines between Plat 1 Lots 234 and 302.

Correspondence was acknowledged as received.

3. Summary of RI Division of Statewide Planning 2022 Legislative Session

Solicitor Petrarca stated that there has been a lot of action in land use law. Some of the laws are crystal clear and some as clear as mud. Ruggiero, Brochu and Petrarca are preparing a presentation to benefit everyone. There are some issues that may require action or review, for example, a topic of discussion at a future meeting should the new cannabis law. The default condition is that its allowed. If the voters of the town say yes – the Planning Commission's task is to enact an ordinance from a land use perspective. He cited the memo from UTR to start the process now as a contingency. The Planning Commission needs the ability to talk about cannabis – sooner rather than later. He counseled that if the Planning Commission waits and the voters say yes in November, and the law takes effect in December, there will only be a month for an ordinance to be written.

Solicitor Petrarca brought up another topic to discuss on a future agenda is Accessory Dwelling Units (ADU). Accessory Family Dwelling Units (AFDU) no longer exist and the law says it's just an ADU. AFDU can convert to ADU OR not.

Solicitor Petrarca explained that majority on boards has changes. For a board of 7, it is now 4 members present for a quorum. A simple majority of board present is needed a motion to pass. Example – 4 members present need 3 votes for motion to pass. Bryer asked if this over rides supermajority needed in the subdivisions? The answer is yes.

Commissioner Swistak discussed cannabis and how most people believe it only relates to retail. The Town Council cannot take a stand as a body. There needs to be education prior to the cannabis vote so the public knows what they are voting on. The Planning Commission should take a stand one way and let the Town Council know about this. Cannabis discussion needs to be on the next agenda, and hopefully Chief Mello can come talk to us. Bryer stated they need to formally ask Chief Mello to the next meeting. Commissioner Cochran asked who else should be asked to attend so both sides can be represented? Commissioner Harrison agreed that this was a good idea. There are no local people to ask, only national organizations. Solicitor Petrarca explained that the Town Council voted on the language: "Shall new cannabis related licenses for

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businesses involved in the cultivation, manufacture, laboratory testing and for the retail sale of adult recreational use cannabis be issued in the Town of Jamestown?"

Commissioner Pendlebury asked if the law includes smoking in public places? Solicitor Petrarca stated that is a separate issue and that it is akin to public drinking of alcohol and regulation could be similar to public drinking. Also, given the varied use – brownies or gummy bears – is it hard to enforce. Solicitor Petrarca encourages looking at medical marijuana decision that was discussed by the Planning Commission, and this is where the advisory capacity comes into play. Commissioner Enright asked what the legal age is? Solicitor Petrarca answered 21.

Commissioner Swistak asked if the town votes no, can the Town Council put it on the ballot at a later date? Solicitor Petrarca replied he will look into. The law set the date for November 8, 2022.

Commissioner Cochran asked if there was any other revenue for the Town in manufacturing or testing, aside from the 3% tax in retail sales? Solicitor Petrarca is not aware of any additional revenue.

Commissioner Swistak said that he would like to expedite talking about cannabis so an opinion can be given to the Town Council. The next meeting agenda has CCHC's preliminary permit. Bryer stated that they can start the meeting at 6:00pm instead of 7:00pm. Everyone was in favor of starting meeting at 6:00pm. Commissioner Swistak stated that they will have to work quick as, they have 60 minutes and they should review the minutes from the previous medical marijuana before the meeting. Commissioner Harrison asked if they should have Chief Mello attend? The answer was yes.

Commissioner Enright asked if the other major issue with zoning is ADUs? Solicitor Petrarca said that the legislative summary should be done by then and to put ADUs at the bottom of the agenda for the next meeting, to address if there is time.

He answered a question from earlier in the meeting, that yes, the town can put cannabis on the ballot at a later date if it does not pass, however the tax implications are more complicated.

Commissioner Harrison asked if the ballot question could just be for retail? Solicitor Petrarca stated that the ballot language is dictated by the law and cannot be changed.

Commissioner Cochran asked about public use? Solicitor Petrarca said that the general public inebriation ordinances should be amended to include cannabis.

Commissioner Pendlebury asked if the business is still cash only? Is cannabis still illegal at a Federal level? Solicitor Petrarca said, yes, that an FDIC insured bank will not insure the funds because still illegal at federal level

VI. Reports

1. Planner's Report –

- Future meetings – topics and applications

Town Council formed a new Bike Committee, which will start meeting in September. The charge is to update the bike master plan for the island.

On August 22, the Town Council will be taking up Short Term Rentals. They will also be taking up pet grooming ordinance that you reviewed and gave a recommendation on.

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Bryer will be out of town in September and will not have time to prep for the second meeting of the month on the 21st. She recommends cancelling the meeting of September 21.

Commissioner Swistak asked Solicitor Petrarca if his presentation will be ready by then?

Solicitor Petrarca stated it will be ready by then. Commissioner Swistak asked if it would be ok to have Petrarca or Ruggiero present at the meeting on September 21. Or 91 Carr Lane may be continued to that date.

VII. Approval of Minutes – review, discussion and/or action and/or vote

1. July 6, 2022

A motion was moved by Commissioner Enright and seconded by Commissioner Harrison to approve the minutes as written. All in favor.

VIII. Adjournment

A motion to adjourn was moved by Commissioner Enright and seconded by Commissioner Cochran at 8:31pm. All in favor.

Attest:

Carrie Kolb

JAMESTOWN ZONING BOARD OF REVIEW

Minutes of the July 26, 2022 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
 Terence Livingston, Member
 James King, Member
 John Shekarchi, 2nd Alternate

Also present: William L. Moore, Zoning Officer
 Wyatt Brochu, Counsel
 Brenda Hanna, Stenographer
 Pat Westall, Zoning Clerk

MINUTESMinutes of June 28, 2022

A motion was made by James King and seconded by Dean Wagner to accept the minutes of the June 28, 2022 meeting as presented.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, James King, and John Shekarchi voted in favor of the motion.

Jane Bentley and Judith Bell were absent.

CORRESPONDENCEGaynor

A request for a one-year extension of a previously granted variance, granted July 27, 2021, of Peter & Susan Gaynor (Grace D. Gaynor, Trustee), whose property is located at 100 Southwest Ave., and further identified as Assessor's Plat 9, Lot 28 for a variance from Article 3, Section 82-302

entitled "District Dimensional Regulations", Table 3-2 for the Village Special Development District Zones R8, R20, CL & CD authorized by this Ordinance, and Article 6, Section 82-605 entitled "Variances Authorized by this Ordinance" to build a single-family residence, abutting Lot 406, Plat 9, where 10 ft. is required on the north side and 30 ft. on the west side of the property and abutting Lot 806/Plat 9 where 10 ft. is required on the south side. A variance is also requested from Article 11, entitled "Jamestown Village Special Development District", Section 82-1106 C.3.A-F and Section 82-1107A. Said property is located in a R20 zone and contains 14,601 sq. ft.

A motion was made by Dean Wagner and seconded by James King to grant the request for a one-year extension of the previously granted variance of Peter and Susan Gaynor.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, James King, and John Shekarchi voted in favor of the motion.

Jane Bentley and Judith Bell were absent.

OLD BUSINESS

CYC

Commodore Charles Beal requested that the application of CYC be continued to the next regular meeting of the Zoning Board as they try to work out concerns of the neighbors.

A motion was made by Terence Livingston and seconded by Dean Wagner to continue the application of CYC to the August 23, 2022 Zoning Board meeting.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, James King, and John Shekarchi voted in favor of the motion.

Jane Bentley and Judith Bell were absent.

Martins-Botelho

A motion was made by John Shekarchi and seconded by Terence Livingston to grant the request of Michelle Martins-Botelho whose property is located on Buoy Street, and further identified as Assessor's Plat 15, Lot 143 for a Special Use Permit granted under Article 6, Special Use Permits and Variances, pursuant to Section 82-314, High groundwater table and impervious layer overlay district, sub district A, to construct a 30 x 24 two-bedroom single-family home, OWTS and associated storm water control.

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 conditions:

This project must be constructed in strict accordance with the site and building plans duly approved by this Board.

The approval is subject to the conditions as recommended in the Planning Board Memorandum of June 9, 2022, recommended conditions 1 through 4, which are incorporated by reference.

This motion is based on the following findings of fact:

1. Said property is located in a RR40 zone and contains 7,200 square feet.
2. One neighbor had concerns about water drainage.

The motion carried by a vote of 5 -0.

Richard Boren, Dean Wagner, Terence Livingston, James King, and John Shekarchi voted in favor of the motion.

Jane Bentley and Judith Bell were absent.

ADJOURNMENT

A motion was made and seconded to adjourn at 7:17 p.m. The motion carried unanimously.



**Town of Jamestown
Tax Assessor**

**93 Narragansett Avenue
Jamestown, RI 02835**

**Phone: 401-423-9802
Email: cbrochu@jamestownri.net**

To: COUNCIL PRESIDENT BEYE, JAMESTOWN TOWN COUNCIL

From: CHRISTINE BROCHU, JAMESTOWN TAX ASSESSOR

Subject: ABATEMENT OF TAXES FOR THE **SEPTEMBER 6, 2022** MEETING

Please see the attached.

RESPECTFULLY SUBMITTED,

Christine Brochu

CHRISTINE BROCHU
TAX ASSESSOR

YEAR	NAME/ADDRESS	COC INFO	ACCOUNT #	GROSS OLD	EXEMPT OLD	NET OLD	TAX OLD	SEWER OLD
			UNIQUE ID	GROSS CHANGE	EXEMPT CHANGE	NET CHANGE	TAX CHANGE	SEWER CHANGE
			LIST NUMBER	GROSS NEW	EXEMPT NEW	NET NEW	TAX NEW	SEWER NEW
2021		18652M	01-0002-08M	12,375	6,000	6,375	91.93	0.00
		08/22/2022	01-0002-08M	-7,574	-3,672	-3,902	-56.27	0.00
		CAR SOLD	57650	4,801	2,328	2,473	35.66	0.00
Totals For -2021 M						-3,902	-56.27	
							Total Inc's:	0.00
							Total Dec's:	-56.27
2022		18653R	12-0069-05	813,000	0	813,000	5,520.27	0.00
		08/31/2022	2/168	-134,200	0	-134,200	-911.22	0.00
		UPDATED PROP. INFORMATION	1742	678,800	0	678,800	4,609.05	0.00
Totals For -2022 R						-134,200	-911.22	
							Total Inc's:	0.00
							Total Dec's:	-911.22
TOTAL	# Of Accts 2					-138,102	-967.49	
							Grand Total Inc's:	0.00
							Grand Total Dec's:	-967.49



Town of Jamestown

Resolution of the Town Council

No. 2022-12

RESOLUTION AUTHORIZING TOWN ADMINISTRATOR JAMIE HAINSWORTH, TO SIGN ALL AGREEMENTS AND AUTHORIZATIONS ON BEHALF OF THE TOWN OF JAMESTOWN AND THE TOWN COUNCIL RELATED TO THE U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE – AGRICULTURAL CONSERVATION EASEMENT PROGRAM (ACEP), AGRICULTURAL LAND EASEMENT (ALE) FOR THE JAMESTOWN COMMUNITY FARM (CEPPI PROPERTY)

WHEREAS: funds are available from the US Department of Agriculture Natural Resources Conservation Service for the purchase of development rights for farmland; and

WHEREAS: The Town of Jamestown and the residents have supported this project in concept and financially through the FY 2022/2023 annual budget; and

WHEREAS: The Town of Jamestown will be the easement holder along with other funding agencies; and

WHEREAS: it is desirous to grant the Town Administrator the authorization to sign any and all forms, agreements, and authorizations for this project while still keeping the Town Council informed as to the project's progress;

NOW, THEREFORE, LET IT HEREBY BE RESOLVED: that the Town Council of the Town of Jamestown does hereby authorize Jamie Hainsworth, in his capacity as Town Administrator of the Town of Jamestown, to sign any and all agreements, forms, and authorizations related to the purchase of development rights for the Jamestown Community Farm property located at the north-west corner of Eldred Avenue and East Shore Road.

By Order of the Jamestown Town Council,

Nancy A. Beye, President

IN WITNESS WHEREOF, I hereby attach my hand and the
Official seal of the Town of Jamestown this 6th day of September 2022.

Roberta J. Fagan, Town Clerk



United States Department of Agriculture

8/23/2022

SUBJECT: Rhode Island Agricultural Conservation Easement Program – Agricultural Land Easements (ACEP-ALE) Program Agreement 541106220LL

TO: Richard “Phou” Vongkhamdy File Code: 300
State Conservationist
Warwick, Rhode Island

The Easement Programs Division (EPD) has reviewed and approved the draft Town of Jamestown ACEP-ALE Program Agreement, 541106220LL. Please keep the Enclosure A, ACEP-ALE program agreement checklist in your official agreement file. The Eligible Entities and Natural Resources Conservation Service (NRCS) State Conservationist can execute the enclosure C, Program Agreement Exhibit 1.

Rhode Island NRCS may begin pre-approvals and obligations of individual ACEP-ALE parcel cost-share contracts, after the full execution of the Program Agreement.

If you have any questions related to the Program Agreement, ProTracts, or the individual cost-share contract implementation, please contact Jerome Faulkner, National ACEP-ALE Program Manager, by email at jerome.faulkner@usda.gov.

A handwritten signature in blue ink that reads "Kelly L Ireland".

KELLY IRELAND
Easement Policy Branch Chief

Enclosures

Enclosure A – ACEP-ALE Program Agreement Checklist

Enclosure B – Program Agreement

Enclosure C – Program Agreement Exhibit 1

cc:

Emily Fife, Acting Regional Conservationist, Northeast, NRCS, Washington, DC

Myron Taylor, Chief of Staff, Regional Conservationist, NRCS, Washington, DC

Carrie Lindig, Director, EPD, NRCS, Washington, DC

Jeff White, Acting Implementation & Stewardship Branch Chief, EPD, NRCS, Washington, DC

Jerome Faulkner, National ACEP-ALE Program Manager, EPD, NRCS, Washington, DC

Danielle Balduff, Natural Resources Specialist, EPD, NRCS, Washington, DC

Natural Resources Conservation Service
P.O. Box 2890
Washington, D.C. 20013

USDA is an Equal Opportunity Provider, Employer, and Lender.

ACEP-ALE Program Agreement Number: 541106220LL

PROGRAM AGREEMENT
between
USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
and the
TOWN OF JAMESTOWN
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENTS

This PROGRAM AGREEMENT is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the **Town of Jamestown** (hereinafter, whether singular or plural, **ENTITY**). NRCS and **ENTITY** are engaged in complementary and compatible activities related to purchasing agricultural land easements to secure the long-term protection of the agricultural use and future viability, and related conservation values, of eligible land by limiting the nonagricultural uses of that land that negatively affect the agricultural uses and conservation values, or protecting grazing uses and related conservation values by restoring or conserving eligible land. These activities are accomplished through the provisions of the agricultural land easement component of the Agricultural Conservation Easement Program (ACEP-ALE). To accomplish these activities, financial and technical assistance may be provided by NRCS and **ENTITY**, whose assistance may include qualified contributions from others.

I. AUTHORITY

NRCS enters this PROGRAM AGREEMENT under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq. This PROGRAM AGREEMENT will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 1468).

Town of Jamestown enters this PROGRAM AGREEMENT under the authorities of **Code of Ordinances Part I Charter (Town of Jamestown) and Related Laws Subpart A Charter and RIGL Title 45-2 Cities and Towns-General Powers**.

II. BACKGROUND AND PURPOSE

- A. ACEP-ALE is a voluntary conservation program that establishes specific parameters for NRCS to work with and provide ACEP-ALE cost-share assistance to eligible entities for the purchase of an agricultural land easement on eligible land from eligible landowners (Grantors) and for NRCS personnel to conduct technical assistance activities to implement the program. The purpose of this PROGRAM AGREEMENT is to establish the framework by which NRCS and **ENTITY** may implement the activities necessary to acquire agricultural land easements and ensure the long-term protection of the natural resources and agricultural nature of the lands under easement with ACEP-ALE assistance. The term “Parties” as used herein refers collectively to NRCS and **ENTITY**.
- B. **ENTITY** has submitted an entity application for NRCS program assistance through ACEP-ALE and has been determined by NRCS to meet the statutory and regulatory requirements to participate in ACEP-ALE as an “eligible entity.” **ENTITY** will carry out activities specified in this PROGRAM AGREEMENT by working with NRCS and eligible landowners to acquire agricultural land easements on lands determined by NRCS to be eligible for ACEP-ALE. The land on which an agricultural land easement may be acquired is herein referred to collectively as “Parcels” or individually as “Parcel.”
- C. The Parties agree that the principal purpose of this PROGRAM AGREEMENT is to identify, describe, and document the Parties’ acknowledgement and agreement of—
 - 1. The roles and responsibilities of the NRCS and **ENTITY** related to the acquisition and long-term stewardship of agricultural land easements.

NRCS Representative Initial _____

Entity Representative Initial _____

ACEP-ALE Program Agreement Number: 541106220LL

2. The requirements and limitations for providing and receiving ACEP-ALE financial assistance funds (cost-share) and technical assistance services.
3. The procedures for executing and administering individual “ACEP-ALE Parcel Cost-Share Contracts” through which NRCS may provide ACEP-ALE cost-share assistance to **ENTITY** for the purchase of an agricultural land easement on an individual Parcel.
4. The list of eligible entities that are party to this PROGRAM AGREEMENT and the designation of the eligible entities that will individually or collectively be party to individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT.
5. The list of potential easement co-holders or third-party right holders that may be identified in an individual ACEP-ALE Parcel Cost-Share Contract and the associated agricultural land easement deed and the respective roles and responsibilities of such holders.
6. Supplemental provisions to the framework established in this PROGRAM AGREEMENT included as an attachment to this PROGRAM AGREEMENT and used to identify additional specific requirements, procedures, roles, and responsibilities as agreed to by NRCS and **ENTITY**.

III. PROGRAM AGREEMENT AND ASSOCIATED ACEP-ALE PARCEL COST-SHARE CONTRACTS

- A. This PROGRAM AGREEMENT will expire on the date identified below. The term of this PROGRAM AGREEMENT may be for a period of:
1. At least 3 fiscal years and not to exceed 5 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed; or
 2. If a certified eligible entity, as determined by NRCS, is identified on EXHIBIT 1 and party to this PROGRAM AGREEMENT, at least 5 fiscal years and not to exceed 7 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed.

Program Agreement Expiration Date: September 30, 2027

- B. **ENTITY** may submit individual parcel applications to NRCS for ACEP-ALE cost-share assistance for the purchase of an agricultural land easement at any time during the life of the PROGRAM AGREEMENT. Individual parcel applications associated with this PROGRAM AGREEMENT and determined by NRCS to meet eligibility, enrollment, and prioritization criteria may be selected for funding by NRCS on a continuous basis or during announced signup and batching periods.
- C. ACEP-ALE cost-share assistance (Federal share) for individual Parcels selected for funding will be obligated and provided through individual ACEP-ALE Parcel Cost-Share Contracts (Parcel Contract) entered into by NRCS and **ENTITY** (see exhibit 3 of this agreement for sample Parcel Contract forms, these are provided for informational purposes, NRCS will provide the actual Parcel Contract forms appropriate for the specific transaction type prior to the execution of an individual Parcel Contract). Individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT are assured of funding for the entire length of the approved Parcel Contract in accordance with the terms of the Parcel Contract.
- D. Each Parcel Contract may identify only one Parcel and will document the Parties' agreement to the Parcel-specific information as required in the Parcel Contract, which includes identifying the enrollment type of the Parcel as either a ‘General ALE’ enrollment or a ‘Grasslands of Special Environmental Significance’ enrollment, as determined by NRCS, and identifying the transaction type as either a ‘standard ALE transaction,’ a ‘Pre-closing transfer buy-protect-sell transaction,’ or a ‘Post-closing transfer buy-protect-sell transaction.’
- E. For standard ALE transactions: The standard expiration date for all individual Parcel Contracts is March 31 of the third fiscal year following the fiscal year the Parcel Contract is executed. Prior to

NRCS Representative Initial _____

Entity Representative Initial _____

ACEP-ALE Program Agreement Number: 541106220LL

expiration of a Parcel Contract and upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, a maximum of two individual 12-month extensions may be approved. No Parcel Contract may extend beyond March 31 of the fifth fiscal year following the original fiscal year of the Parcel Contract execution. For buy-protect-sell transactions, the standard expiration date is September 30 of the fifth fiscal year following the fiscal year the Parcel Contract is executed and may not be extended except as specified in the terms of a Parcel Contract for a post-closing transfer buy-protect-sell transaction.

- F. Upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract during its term, NRCS may allow the substitution of a Parcel on which an agricultural land easement is being acquired through a standard ALE transaction at any time, provided that as determined by NRCS, the substitute Parcel and all of its landowners meet all ACEP-ALE eligibility requirements, the substitute Parcel is of comparable conservation value and is the same enrollment type as the original Parcel, and sufficient funds are available. The modification of an individual Parcel Contract for the substitution of a Parcel on which an agricultural land easement is being acquired through a buy-protect-sell transaction is not authorized.
- G. Upon modification, completion, expiration, termination, or cancellation of an individual Parcel Contract, the excess or remaining funds will be deobligated from the individual Parcel Contract.
- H. Nothing in this PROGRAM AGREEMENT obligates NRCS or **ENTITY** to purchase an agricultural land easement on any Parcel submitted for funding.

IV. CONTRIBUTION REQUIREMENTS AND LIMITATIONS

- A. The fair market value of the agricultural land easement must be determined using one of the methods set forth in 7 CFR Part 1468. The resultant fair market value of the agricultural land easement will be identified in the individual Parcel Contract and used to establish the amount of the ACEP-ALE cost-share assistance that may be provided by NRCS as the Federal share and the corresponding non-Federal share amount provided by **ENTITY** based on the enrollment type of the individual Parcel as follows:
 - i. For General-ALE Enrollments.—The Federal share will not exceed the lesser of 50 percent of the fair market value of the agricultural land easement or the non-Federal share provided by **ENTITY**, as described in paragraph B below of this section (IV). At the time of execution of this PROGRAM AGREEMENT, **ENTITY** must agree to provide, for each General ALE Parcel, a non-Federal share in an amount at least equivalent to the Federal share.
 - ii. For Grasslands of Special Environmental Significance (GSS) Enrollments.—The Federal share will not exceed 75 percent of the fair market value of the agricultural land easement and the non-Federal share provided by **ENTITY**, as described in paragraph B below of this section (IV), must comprise the remainder of the fair market value of the agricultural land easement or an amount at least equivalent to the Federal share, whichever is less. At the time of execution of this PROGRAM AGREEMENT, **ENTITY** must agree to provide for each ACEP-ALE GSS Parcel, a non-Federal share that meets the requirements of this section (IV).
- B. The non-Federal share for an individual easement may be comprised of one or more of the following items:
 - 1. **ENTITY**'s contribution of its own cash resources for payment of easement compensation to the landowner, or for a buy-protect-sell transaction, the amount of the fair market value of the agricultural land easement, less the amount of the Federal share, that is provided through the conveyance of the agricultural land easement by the eligible entity.
 - 2. A landowner donation toward the easement value in the form of a charitable donation or a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) that reduces the easement purchase price.

NRCS Representative Initial _____

Entity Representative Initial _____

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3. If taken together, items (1) and (2) are not sufficient to meet the required non-Federal share amount for that easement, **ENTITY** may also include the procured costs paid by **ENTITY** to a third-party for the provision of the following easement acquisition related reports or services that meet applicable ACEP-ALE requirements:
 - i. agricultural land easement appraisal.
 - ii. legal boundary survey of the easement area.
 - iii. full phase-I environmental site assessment that meets the requirements of 40 CFR Part 312.
 - iv. title commitment or report, title insurance, easement closing costs.
 - v. baseline report.
 - vi. mineral assessment.
 4. If taken together, items (1), (2), and (3) are not sufficient to meet the required non-Federal share amount for that easement, **ENTITY** may also include **ENTITY**'s own contribution for easement stewardship and monitoring costs in an amount up to 2 percent of the fair market value of the agricultural land easement, as determined in accordance with section VI(A)(16) and (17) below.
- C. On an individual Parcel basis, **ENTITY** must self-certify on the appropriate Form NRCS-CPA-230, "Statement to Confirm Matching Funds" as provided by NRCS, that **ENTITY**'s own contributions toward items 1, 3, or 4 above have not come from additional donations, payments, loans, or fees made by or charged to the landowner (Grantor or qualified farmer or rancher) of the agricultural land easement, immediate family members of the landowner (Grantor or qualified farmer or rancher), or organizations controlled by or funded by the landowner (Grantor or qualified farmer or rancher), either through formal or informal agreements. **ENTITY** must provide to NRCS a completed Form NRCS-CPA-230 signed by **ENTITY** and the landowner prior to the closing of an easement, or an advance of the Federal share for the purchase of an easement, on the Parcel identified in an individual Parcel Contract. The appropriate version of the Form NRCS-CPA-230 must be submitted and must identify the amount and sources of the items included in the non-Federal share.

V. PAYMENT OF ACEP-ALE COST-SHARE ASSISTANCE

- A. **ENTITY** must meet the terms and conditions set forth in this PROGRAM AGREEMENT and provide NRCS with the items identified in this PROGRAM AGREEMENT and the individual Parcel Contract in order to receive the Federal share for the purchase of an agricultural land easement on the Parcel identified in a valid Parcel Contract.
- B. Pursuant to the terms of the individual Parcel Contract, **ENTITY** may request payment of the Federal share as reimbursement after closing of an agricultural land easement, or for standard ALE transactions only, as an advance payment prior to closing of an agricultural land easement. If an advance of the Federal share will be requested, **ENTITY** must submit to NRCS a complete payment request package, including all required documents, prior to closing on the agricultural land easement.
- C. For any eligible procured costs as identified in section IV(B)(3) above, relied upon by **ENTITY** to meet the applicable minimum non-Federal share requirement as identified in section IV(A) above, **ENTITY** must include evidence of such procured cost amounts, including copies of paid invoices or receipts (or unpaid invoices if an advance of the Federal share is requested) as part of the payment request package submitted to NRCS.

VI. RESPONSIBILITIES

A. **ENTITY** Responsibilities:

1. **ENTITY** will acquire and hold agricultural land easements on eligible land with eligible landowners as identified in an individual Parcel Contract consistent with the requirements identified therein and consistent with the provisions of this PROGRAM AGREEMENT. **ENTITY** may conduct such activities pursuant to the 'Certified Eligible Entity' provisions of this

NRCS Representative Initial _____

Entity Representative Initial _____

ACEP-ALE Program Agreement Number: 541106220LL

PROGRAM AGREEMENT and associated Parcel Contracts, only if an eligible entity that is party to this PROGRAM AGREEMENT has been certified by NRCS and only for those Parcels on which such certified eligible entity is party to the individual Parcel Contract and **ENTITY** has designated in such Parcel Contract that the agricultural land easement will be acquired in accordance with the certified eligible entity provisions. **ENTITY** must be identified as a Grantee (holder) under the terms of the agricultural land easement deed.

2. An agricultural land easement deed may also include legal entities that are co-holders (identified as Grantees in the easement deed) or third-party right holders (not identified as Grantees in the easement deed). Exhibit 1 to this PROGRAM AGREEMENT specifies the requirements, limitations, roles, and responsibilities of co-holders or third-party right holders. **ENTITY** must list on exhibit 1 of this agreement the legal entities that may be identified as a co-holder or third-party right holder on any agricultural land easement deed that may be acquired pursuant to a Parcel Contract executed under this PROGRAM AGREEMENT. **ENTITY** must list the specific co-holders or third-party right holders for an individual Parcel on the individual Parcel Contract and obtain any required signatures from a sufficiently authorized representative of the legal entity as follows:
 - i. All potential co-holders must be listed on and must sign Exhibit 1 to this PROGRAM AGREEMENT and any individual Parcel Contracts for Parcels on which the co-holder will be identified in the agricultural land easement deed. **ENTITY** will list the potential co-holders and obtain required signatures on Exhibit 1 of this agreement, at the time of execution of this PROGRAM AGREEMENT or through a subsequent amendment to this PROGRAM AGREEMENT to update Exhibit 1, prior to the execution of an individual Parcel Contract or modification thereto that identifies the listed co-holder.
 - ii. **ENTITY** will list all potential third-party right holders on Exhibit 1, as known at the time of execution of this PROGRAM AGREEMENT. An amendment to this PROGRAM AGREEMENT to update Exhibit 1 is not required to list subsequently identified third-party right holders. All third-party right holders must be identified on the individual Parcel Contracts for Parcels on which the third-party right holder will be identified in the agricultural land easement deed. Third-party right holders may be required to sign Exhibit 1 of this agreement or individual Program Contracts at **ENTITY** discretion.
3. **ENTITY** must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this PROGRAM AGREEMENT and any active Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. These DUNS and SAM registration requirements also apply to all legal entities identified as co-holders (Grantees) in Exhibit 1 of this agreement.
4. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. **ENTITY** must notify NRCS as soon as possible if there is a change in landownership after the individual Parcel Contract is executed and prior to closing on the easement. Changes to landownership prior to closing must be documented through the execution of a modification to the Parcel Contract. For a buy-protect-sell transaction, the Parcel Contract must identify as landowners the qualified farmer or rancher to whom ownership of the parcel is transferred as specified therein.
5. **ENTITY** must ensure that the agricultural land easements acquired with ACEP-ALE cost-share assistance provided by NRCS through a Parcel Contract and the agricultural land easement deeds satisfy the requirements listed in items (i) through (x) below and in the applicable paragraph (6) or (7) below of this section (VI)(A):
 - i. Address all regulatory deed requirements identified at 7 CFR Part 1468.25(d);
 - ii. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;

NRCS Representative Initial _____

Entity Representative Initial _____

ACEP-ALE Program Agreement Number: 541106220LL

- iii. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses, including where applicable, grazing uses and related conservation values, by restoring or conserving grassland;
- iv. Run with the land in perpetuity or where State law prohibits or does not authorize a permanent easement, for the maximum duration allowed under State law;
- v. Protect the agricultural use and future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land, including grasslands of special environmental significance;
- vi. Provide for the effective administration, management, and enforcement of the agricultural land easement by **ENTITY** or its successors and assigns; and
- vii. Permit effective enforcement of the conservation purposes of such easements;
- viii. A highly erodible land (HEL) conservation plan is required pursuant to the terms of 7 CFR 1468.25(d)(9) for any portion of the Parcel that is highly erodible cropland.
- ix. For ACEP-ALE-GSS enrollments: Protects the grasslands of special environmental significance as defined in 7 CFR 1468.3, by identifying in the baseline documentation report the grassland, habitat, species, sensitive natural resources or other GSS attributes identified on the Parcel;
- x. Includes the required United States Right of Enforcement clause, as provided below:

Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

ACEP-ALE Program Agreement Number: 541106220LL

6. For Non-Certified Eligible Entities.—**ENTITY** is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the agricultural land easement deed contains the “Minimum Terms for the Protection of Agricultural Use” (ALE Minimum Deed Terms). For ACEP-ALE-GSS enrollments, the grassland and GSS-specific options provided in the ALE Minimum Deed Terms addendum must be used. **ENTITY**’s own terms and conditions in the deed may not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE Minimum Deed Terms, ACEP, or the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT.

i. **ENTITY** has the following three options for ensuring the agricultural land easement deed for an individual Parcel contains the ALE Minimum Deed Terms and **ENTITY** must identify the selected option upon execution of an individual Parcel Contract. The selected option may be changed upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, provided all provisions of this PROGRAM AGREEMENT and the Parcel Contract are met.

a. Attach the ALE Minimum Deed Terms Addendum as an exhibit to the Agricultural Land Easement Deed.—Under this option, NRCS at the State level, may approve the individual agricultural land easement deed after verifying, prior to **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement, that **ENTITY** satisfies all of the following requirements:

- The ALE Minimum Deed Terms addendum, using the version attached as an exhibit to the individual Parcel Contract, will be attached to the agricultural land easement deed at the time of closing and recordation in accordance with the ‘Instructions for Appending’ provided in the ALE Minimum Deed Terms addendum;
- The terms of the ALE Minimum Deed Terms addendum are not modified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the ALE deed, baseline documentation report, Protected Property, and the Parties; and
- The paragraph below, or equivalent paragraph contained in the version of the ALE Minimum Deed Terms addendum attached as an exhibit to an individual Parcel Contract, is inserted at the bottom of the agricultural land easement deed:

This [INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program, (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT _____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT _____ entitled “Minimum Terms For The Protection Of Agricultural Use” that is appended to and made a part of this easement deed.

b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed.—Under this option, **ENTITY** must ensure the ALE Minimum Deed Terms, as stated in the ALE Minimum Deed Terms addendum are incorporated into the body of the agricultural land easement deed in accordance with ‘Instructions for Incorporation’ provided in the ALE Minimum Deed Terms addendum. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed submitted under this option must be reviewed and approved by NRCS National Headquarters (NHQ) and

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attached as an exhibit to the individual Parcel Contract prior to **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement.

- c. Entity Agricultural Land Easement Deed Template Approved by NRCS.—Under this option, **ENTITY** may use an agricultural land easement deed template, the terms and conditions of which must address the ALE Minimum Deed Terms and be approved by NRCS NHQ prior to its use. The agricultural land easement template approved by NRCS NHQ must be attached as an exhibit to the individual Parcel Contract at the time of its execution or through subsequent modification thereto. Subsequent to the attachment of the NRCS NHQ-approved deed template as an exhibit to the individual Parcel Contract for which such template will be used, each individual agricultural land easement submitted under this option must be reviewed and approved by NRCS prior to **ENTITY** requesting an advance of the Federal share or prior to closing on an agricultural land easement. NRCS, at the State level, must verify, that the individual final agricultural land easement deed exactly matches the NRCS NHQ-approved template without any changes except in accordance with drafter's notes contained within the NRCS NHQ-approved template.
- ii. **ENTITY** must provide to NRCS a copy of the agricultural land easement deed and all exhibits, including the legal description or survey, at least 90 days before the planned easement closing date.
7. For Certified Eligible Entities.—**ENTITY** is authorized to use its own terms and conditions for the agricultural land easement deed and is required to ensure and certify to NRCS as a condition of payment that the agricultural land easement meets the minimum conditions in section VI(A)(5) above. For standard ALE transactions, NRCS review of the agricultural land easement deed will not occur prior to payment or closing. If NRCS determines that an agricultural land easement deed fails to meet the minimum conditions in section VI(A)(5) above after **ENTITY** has acquired the agricultural land easement, then **ENTITY** must correct the agricultural land easement deed within 180 days of receiving written notice from NRCS. For buy-protect-sell transactions, each individual agricultural land easement deed must be reviewed and approved by NRCS NHQ and attached as an exhibit to the individual Parcel Contract prior to **ENTITY** closing on an agricultural land easement.
8. NRCS may require adjustments to the provisions identified in section VI(A)(5) above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.
9. **ENTITY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements, and for buy-protect-sell transactions, to ensure the proper transfer of ownership of the parcel to the qualified farmer or rancher subject to the requirements set forth in this Program Agreement and in the terms of the individual Parcel Contract.
10. **ENTITY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this PROGRAM AGREEMENT, the terms of the individual Parcel Contract, 16 U.S.C. Section 3865 et seq., and 7 CFR Part 1468. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by **ENTITY**.
11. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of **ENTITY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT and associated, fully executed Parcel Contracts. This includes but is not limited to acts and omissions of **ENTITY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.
12. **ENTITY** must prepare a baseline documentation report documenting the condition of each Parcel as of the time the agricultural land easement is acquired and include a completed baseline

NRCS Representative Initial _____

Entity Representative Initial _____

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documentation report in the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract. **ENTITY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement, except for those easements being acquired under a standard ALE transaction by a certified eligible entity as identified in the individual Parcel Contract. The baseline documentation report must contain maps, full descriptions, and pictures of—

- i. the Parcel location;
- ii. existing structures and infrastructure, including barns, sheds, corrals, fences, ponds, watering facilities, and waste storage facilities;
- iii. land use, land cover and its condition, including crops and crop rotations or for grasslands, the condition of the grassland, pasture, range, hay or forest lands, and animal inventories;
- iv. any problem areas;
- v. any special features for which the Parcel is being protected, including, for ACEP-ALE-GSS enrollments, the grasslands of special environmental significance as designated in accordance with the definition in 7 CFR Part 1468.3, and the habitat, species, or sensitive natural resources that were the basis for such designation of the Parcel;
- vi. as applicable, irrigation rights and volume of irrigation water rights to be retained for the easement, and
- vii. for grasslands, any critical nesting habitat and the associated nesting seasons for grassland-dependent birds whose populations are in significant decline.

13. **ENTITY** must ensure completion of a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland. The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved by NRCS prior to closing. The development and maintenance of an agricultural land easement plan that includes a broad, comprehensive agricultural land easement plan, a grasslands management plan, or a forest land management plan, or any combination thereof, is not required unless agreed to by **ENTITY** as a condition of the selection of a Parcel for funding. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that **ENTITY** must ensure that the agricultural land easement deed addresses compliance requirements associated with HEL conservation plans pursuant to 7 CFR Part 12. Agricultural land easement plans developed as required or agreed-to must be signed by the **ENTITY** and the Grantors prior to closing and a copy provided with the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract.

For ACEP-ALE-GSS enrollments.—If **ENTITY** has agreed to develop and maintain a grasslands management plan, **ENTITY** must ensure such grasslands management plan describes the grassland resource, the management system and practices that conserve, protect, or enhance the viability of the grassland, and the habitat, species, or sensitive natural resources that were the basis of the designation of a Parcel as grasslands of special environmental significance, permissible and prohibited activities, and any associated restoration plan.

14. In acquiring agricultural land easements, **ENTITY** must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement.

- i. For Non-Certified Eligible Entities.—**ENTITY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow uses of the property that are not acceptable to **ENTITY** or NRCS. **ENTITY** must provide NRCS a copy of the title commitment, including a copy of documents to support each title exception, a summary of **ENTITY** title review findings, and any other requested documentation related to title at least 90 days before the planned easement closing date. **ENTITY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are not acceptable to **ENTITY** or NRCS. Any exceptions to the

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- requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on Form NRCS-LTP-23, "Certificate of Use and Consent" (or successor form).
- ii. For Certified Eligible Entities.—**ENTITY** must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. **ENTITY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and **ENTITY**'s determination and basis of acceptability documented on a "Certificate of Use and Consent" (**ENTITY** may use Form NRCS-LTP-23) or substantively similar document. **ENTITY** must provide NRCS a copy of the title commitment including a copy of documents to support each title exception, a summary of **ENTITY** title review findings, and any other requested documentation related to title. **ENTITY** must provide this information to NRCS for standard ALE transactions at the time the payment request package is submitted and for buy-protect-sell transactions at least 90 days prior to the planned easement closing date.
15. **ENTITY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner's Policy with **ENTITY** listed as the insured on the policy and the policy issued for at least the full amount of the agricultural land easement purchase price.
16. **ENTITY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Part 1468.24. Individual appraisals must be conducted by a State-certified general appraiser and must conform to the NRCS Appraisal Specifications provided as Exhibit 2 to this PROGRAM AGREEMENT and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (UASFLA). The effective date of the appraised value must no earlier than 6 months prior to the date the individual Parcel Contract is executed for the individual Parcel, or no earlier than 6 months prior to the date the individual Parcel Contract is modified to identify a substitute Parcel, and prior to the closing date of the agricultural land easement on the Parcel. Use of a fair market valuation methodology other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to the execution of a Parcel Contract or modification thereto for a Parcel that would rely upon such methodology.
17. **ENTITY** must provide the appraiser the NRCS appraisal specifications (Exhibit 2) and all of the items required to be provided by **ENTITY** as identified in the NRCS appraisal specifications. **ENTITY** must receive a separate appraisal report for each Parcel with an executed Parcel Contract. Under no circumstances may **ENTITY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.
- i. For Non-certified Eligible Entities and for all Buy-Protect-Sell Transactions: **ENTITY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. **ENTITY** may not close the agricultural land easement until the technical reviewer approves the appraisal report.
- ii. For Standard ALE Transactions under the Certified Eligible Entity provisions: The determination of fair market value of the agricultural land easement must meet NRCS specifications and the requirements of 7 CFR Part 1468, must be provided at the time the payment request package is submitted, and will not be reviewed by NRCS prior to payment or closing.

NRCS Representative Initial _____

Entity Representative Initial _____

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18. **ENTITY** may close on the agricultural land easement on a Parcel identified in the individual Parcel Contract, only after **ENTITY** has received the NRCS-signed Fonn NRCS-CPA-230, "Statement to Confirm Matching Funds," and except for standard ALE transactions with a certified eligible entity, only after **ENTITY** has been notified that NRCS has completed its reviews as identified in section VI(B) below and has received from NRCS the "NRCS Approval to Proceed with ALE Acquisition" letter. If **ENTITY** closes an agricultural land easement prior to the receipt of the required documents from NRCS, NRCS may decline to provide the Federal share for the agricultural land easement and may terminate the individual Parcel Contract. Due to Federal fiscal year-end accounting and reporting requirements, if possible, **ENTITY** should avoid closing on an agricultural land easement between the dates of August 15 and September 30 and must notify NRCS immediately of any agricultural land easements closed during this period.
19. **ENTITY** must provide NRCS a copy of the final recorded agricultural land easement deed and all exhibits, including the legal description or survey, a copy of the final policy of title insurance for the conveyance of the agricultural land easement, and any associated title clearance documents (e.g., recorded subordination agreements), within 30 days of easement recordation or request for reimbursement, whichever is sooner. For buy-protect sell transactions and as specified in the terms of the Parcel Contract, **ENTITY** must also provide required documents related to the transfer of ownership of the parcel to the qualified farmer or rancher, recorded evidence that **ENTITY** is a holder of the agricultural land easement, and for post-closing transfers, a copy of the title insurance policy issued for the sale of the parcel to the qualified farmer or rancher, and as requested by NRCS, any associated title documents for the period between the initial conveyance of the agricultural land easement and the completion of the buy-protect-sell transaction.
20. **ENTITY** may not use ACEP funds to acquire an easement on a property in which **ENTITY**'s employee or board member, with decision-making involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest. **ENTITY** agrees to conduct itself in a manner so as to protect the integrity of the agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.
21. **ENTITY** may not at any time, when **ENTITY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if **ENTITY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, **ENTITY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel. No individual eligible entity identified in Exhibit 1 to this PROGRAM AGREEMENT may at any time hold the agricultural land easement and the remaining fee interest in the Parcel.
22. **ENTITY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to **ENTITY**. **ENTITY** enforcement procedures resulting from a violation of an HEL conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.
23. **ENTITY** must submit a list of all successfully closed easements on Parcels funded through individual Parcel Contracts associated with this PROGRAM AGREEMENT within 30 days of the closing date of the last Parcel.
24. At a minimum, **ENTITY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed provisions. Each year **ENTITY** must submit to NRCS the annual monitoring report for that year.
25. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Part 1468 for the entire term of this agreement.
26. This paragraph and paragraphs 5, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, with the addition of paragraph 7 for certified eligible entities, of this section VI(A) will survive the closing of the agricultural land easement and the termination or expiration of this PROGRAM AGREEMENT.

B. NRCS Responsibilities:

NRCS Representative Initial _____

Entity Representative Initial _____

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1. The United States, by and through NRCS, will announce funding availability, application batching periods, publish ranking criteria, and select eligible applications for funding in accordance with published procedures.
2. NRCS will review Parcel applications submitted by **ENTITY**, determine eligibility, rank eligible applications, obtain and review a hazardous materials record search, conduct onsite visits, and obligate funds for individual Parcels selected for funding through the execution of individual Parcel Contracts. NRCS will prepare the individual Parcel Contract documents or modifications thereto, for review and execution by all required Parties.
3. NRCS will provide technical assistance to develop any required HEL conservation plans, and to the extent its resources allow, be available for consultation and review of any agricultural land easement plans developed by **ENTITY** and submitted to NRCS at least 90 days before the planned closing date of an individual Parcel.
4. After the required materials have been submitted by **ENTITY** and prior to closing on the agricultural land easement, NRCS will pursuant to the terms of this PROGRAM AGREEMENT and the individual Parcel Contract —
 - i. For Noncertified Eligible Entities and for all Buy-Protect-Sell transactions (as designated in the individual Parcel Contract):
 - a. Review the agricultural land easement deed and associated deed exhibits to ensure that they meet the requirements of this PROGRAM AGREEMENT and the individual Parcel Contract and provide **ENTITY** any approval instructions or items requiring resolution;
 - b. Review the title documents submitted by **ENTITY**, provide the findings to **ENTITY** for information or remedy as necessary, and for noncertified eligible entities complete a Form NRCS-LTP-23, “Certificate of Use and Consent” (or successor form);
 - c. Conduct a technical review of the appraisal submitted by **ENTITY** and provide the findings to **ENTITY** for information or resolution as necessary;
 - d. Develop or review an HEL conservation plan on any highly erodible cropland and, if requested by **ENTITY** and as resources allow, review any agricultural land easement plans developed by **ENTITY** and identify any items for resolution to **ENTITY**;
 - e. Review the draft baseline documentation report provided by **ENTITY** and notify **ENTITY** if additional information is needed;
 - f. Review and provide notice of determination on any waiver requests submitted by **ENTITY** in accordance with ACEP regulations and policy;
 - g. After NRCS reviews are completed and the materials are determined acceptable, provide **ENTITY** with an “NRCS Approval to Proceed with the ALE Acquisition” letter and the NRCS-signed Form NRCS-CPA-230, “Statement to Confirm Matching Funds”; and
 - h. For pre-closing transfer buy-protect-sell transactions: Review the information submitted by **ENTITY** related to the transfer of ownership of the parcel to the qualified farmer or rancher and provide findings to **ENTITY** documenting compliance or requiring remedy.
 - ii. For Standard ALE Transactions under the Certified Eligible Entity provisions (as designated in the individual Parcel Contract), NRCS will review and provide **ENTITY** with the NRCS-signed Form NRCS-CPA-230.
5. If **ENTITY** requests an advance payment of the Federal share (available for standard ALE transactions only), NRCS will provide **ENTITY** a copy of the “NRCS Closing Agent Requirements” to be signed and returned to NRCS.
6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by sections IV, V, and VI(A) above and as identified in the individual Parcel Contract. Additionally, for noncertified eligible entity transactions and for all buy-protect-sell transactions, NRCS will conduct an internal review of the payment request package in accordance with the terms of this PROGRAM AGREEMENT and the individual Parcel Contract and NRCS easement acquisition internal controls policy.
7. NRCS will certify payment and disburse funds, for Parcels with a valid, executed Parcel Contract when **ENTITY** has submitted all required documents and requested payment prior to the

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expiration date of the individual Parcel Contract and consistent with the requirements of this PROGRAM AGREEMENT and the terms of the Parcel Contract.

8. NRCS will review the annual monitoring reports provided by **ENTITY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by **ENTITY**
9. For Certified Eligible Entities:
 - i. For standard ALE transactions, NRCS will conduct annual quality assurance reviews on at least 15 percent of the completed agricultural land easement transactions submitted for payment each fiscal year. NRCS will review the agricultural land easement deed, title clearance and final policy of title insurance, appraisal, and the baseline documentation report for every Parcel selected for quality assurance review to determine whether the agricultural land easement is valid and compliant with the terms of this PROGRAM AGREEMENT. NRCS will notify **ENTITY** of deficiencies in writing and provide **ENTITY** a specified period of time to correct the deficiencies. If deficiencies are not corrected to NRCS satisfaction, NRCS may pursue remedies including but not limited to the return of cost-share funds, decertification of **ENTITY**, termination of remaining Parcel Contracts, or termination of the PROGRAM AGREEMENT.
 - ii. NRCS will assess **ENTITY** certification status pursuant to 7 CFR Section 1468.26 and the terms and conditions of this PROGRAM AGREEMENT. If during the quality assurance review or at any other time, NRCS finds that **ENTITY** no longer meets the criteria in 7 CFR Section 1468.26 and this PROGRAM AGREEMENT, NRCS will send written notice of proposed decertification, a list of outstanding deficiencies, and required remedies. **ENTITY** will be provided a specified period of time, at a minimum 180 days unless a shorter timeframe is agreed to by the Parties, to correct the deficiencies. **ENTITY** may contest the notice of decertification in writing to the Chief of NRCS within 20 calendar days of receipt of the notice of proposed decertification. The Chief will make a final determination and send formal notice to **ENTITY**. NRCS may also determine if any further administrative action is necessary, including whether suspension and debarment action under 7 CFR Part 1407 should be initiated.
10. For all buy-protect-sell transactions: NRCS will determine and document whether the buy-protect-sell transaction, which includes both the acquisition of the agricultural land easement and the transfer of ownership of the parcel to the qualified farmer or rancher, has been completed in compliance with all applicable requirements as set forth in the terms of this PROGRAM AGREEMENT and the individual Parcel Contract. NRCS will notify **ENTITY** of its findings including any corrective actions needed. NRCS will provide notice of the buy-protect-sell transaction final compliance and completion determination to **ENTITY** in writing.

VII. PUBLIC INFORMATION

- A. **ENTITY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired under the framework of this PROGRAM AGREEMENT and to provide draft copies of such information to the NRCS State office for review and comment before public release.
- B. **ENTITY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Section 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Section 8791).

VIII. GENERAL PROVISIONS

- A. It is the intent of NRCS to fulfill its responsibilities under this PROGRAM AGREEMENT and specific obligations made in any individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its

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responsibilities under this PROGRAM AGREEMENT or specific obligations made in any associated, valid Parcel Contracts because of the unavailability of funds, the affected Parcel Contracts will automatically terminate, and this PROGRAM AGREEMENT may also be terminated.

- B. No assignment, in whole or in part, will be made of any right or obligation under this PROGRAM AGREEMENT without the joint approval of both NRCS and **ENTITY**. Nothing herein will preclude NRCS or **ENTITY** from entering into other mutually acceptable arrangements or agreements, except as identified in section VI(A)(20) and (21) of this PROGRAM AGREEMENT. Such documents must be in writing, must reference this PROGRAM AGREEMENT, and must be maintained as part of the official PROGRAM AGREEMENT file.
- C. This PROGRAM AGREEMENT may only be amended or modified by written amendment signed by the authorized officials of the NRCS and **ENTITY**.
- D. **ENTITY** agrees to give the NRCS, the Office of the Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this PROGRAM AGREEMENT or any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **ENTITY** agrees to retain all records related to this PROGRAM AGREEMENT or associated Parcel Contracts, as applicable, for a period of three years after completion of the terms of this PROGRAM AGREEMENT, in accordance with the applicable Office of Management and Budget circular.
- E. NRCS may terminate this PROGRAM AGREEMENT if NRCS determines that **ENTITY** has failed to comply with the provisions of this PROGRAM AGREEMENT or if it determines that it is in the best interests of the Federal Government to terminate.
- F. If any recipient of Federal funds through the Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT fails to comply with the terms and conditions of this PROGRAM AGREEMENT or such Parcel Contracts, NRCS reserves the right to wholly or partially recapture funds provided under such Parcel Contracts in accordance with applicable regulations.
- G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (7 CFR Part 1407, as applicable)
 - 1. By executing this PROGRAM AGREEMENT, **ENTITY** certifies that, to the best of **ENTITY**'s knowledge and belief, **ENTITY** and his or her principals—
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - ii. Have not had, within the 3-year period preceding this PROGRAM AGREEMENT, a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in paragraph G(1)(ii) of this certification; and
 - iv. Have not within the 3-year period preceding this PROGRAM AGREEMENT had one or more public contracts (Federal, State, or local) terminated for cause or default.
 - 2. If **ENTITY** is unable to certify to any of the statements set forth in section VIII(G)(1) above, **ENTITY** must attach an explanation to this PROGRAM AGREEMENT. **ENTITY** must notify NRCS immediately if the circumstances supporting certification of any of such statements change or **ENTITY** may incur additional liability or penalties in accordance with applicable law.
- H. Misrepresentation and Scheme or Device
 - 1. An **ENTITY** who is determined to have erroneously represented any fact affecting a determination with respect to this PROGRAM AGREEMENT or any individual ACEP-ALE

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Parcel Cost-Share Contract executed pursuant to this PROGRAM AGREEMENT and the regulations applicable to such PROGRAM AGREEMENT or associated Parcel Contract, adopted any scheme or device which tends to defeat the purposes of this PROGRAM AGREEMENT or associated Parcel Contract, or made any fraudulent representation with respect to this PROGRAM AGREEMENT or associated Parcel Contract, will not be entitled to payments or any other benefits made under any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **ENTITY** must refund to NRCS all payment received under affected Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. In addition, NRCS may terminate **ENTITY**'s interest in all Parcel Contracts.

2. NRCS will charge interest on monies it determines to be due and owing to NRCS under this PROGRAM AGREEMENT or associated Parcel Contracts. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the *Federal Register* by the United States Department of the Treasury.
3. The provisions of this section VIII(H) above will be applicable in addition to any other criminal and civil fraud statutes.

XII. ATTACHMENTS and EXHIBITS

Exhibit 1 – Signature Page with List of Eligible Entities, and Potential Co-Holders and Third-Party Right Holders

Exhibit 2 – Appraisal – NRCS Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 3 – Sample “ACEP-ALE Parcel Cost-Share Contract” for individual Parcel acquisition under a Standard ALE Transaction including:

- a. Form NRCS-CPA-1265, “ACEP-ALE Parcel Cost-Share Contract”
- b. Form NRCS-CPA-1265-Appendix, “Appendix to the ACEP-ALE Parcel Cost-Share Contract for Standard ALE transactions”
- c. Form NRCS-CPA-1266, “Schedule of Acquisition for Easements”
- d. Form NRCS-CPA-1267, “Modification of the Schedule of Acquisition for Easements”
- e. Form NRCS-CPA-230E, “Statement to Confirm Matching Funds for General ALE”
- f. Form NRCS-CPA-230F, “Statement to Confirm Matching Funds for ACEP-ALE-GSS”
- g. Form NRCS-CPA-1268, “Conservation Activity Approval and Payment Application for Acquisition of Easements”

Exhibit 4 – Optional Attachments providing additional Agreement Provisions (e.g., Parameters for Substitutions, Minimum Deed Terms Addendum, or NRCS NHQ-Approved Template Deed)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF JAMESTOWN
AND
UNIVERSITY OF RHODE ISLAND**

THIS Memorandum of Understanding (“MOU”) is entered into this ___ day of September 2022 between the University of Rhode Island, a public university located at 70 College Road, in Kingston, Rhode Island, 02881 (URI) and the Town of Jamestown, located at 93 Narraganset Ave, Jamestown, Rhode Island, 02835 (Jamestown).

BACKGROUND

URI is a leading public research university with distinctive research and educational programs in many areas including oceanography, marine sciences, and undersea technologies. URI has a strong history of working with neighboring towns to advance water research and undersea studies.

Jamestown is a historic shoreline town in Newport County. It is situated almost entirely on the Conanicut Island. It also includes the uninhabited Dutch Island and Gould Island. As an island community, Jamestown is particularly interested in coastal resilience, the effects of climate change, protecting our environment, and pursuing new technology or solutions to help us conserve or provide drinking water to our population.

PURPOSE

URI and Jamestown wish to participate in a wide range of educational partnerships and research projects conducted in Jamestown and the Narragansett Bay. The present MOU authorizes and establishes a framework for cooperation and coordination between URI and Jamestown, referred to individually as “Participant” and collectively as “Participants” for collaborative research of mutual interests throughout Jamestown.

TERMS AND CONDITIONS

The Participants mutually agree as follows:

1. **STATEMENT OF WORK.** Through informal past working relationships, Participants already have established complementary resources and networks and they emphasize the value of continued interaction. Participants understand that additional and more detailed descriptions of specific collaborations, and additional terms and conditions that may apply to them, are generally expected to be set forth in various future “Collaborative Project Statements of Work” that will be issued under, and subject to the terms of this MOU.
2. **TERM AND TERMINATION.** This MOU shall remain in full force and effect September ___ 2025, and either Party may terminate this MOU with or without cause at any time by giving thirty (30) days written notice.
3. **BUDGET.** There is no budget for this MOU. Participants shall collaborate at their own cost and expense.

4. **INDEPENDENT CONTRACTOR.** Each Participant shall be deemed to be an independent contractor and not an agent, employee, joint venture or partner of the other. Neither Participant shall have authority to make warranties or representations or enter agreements on behalf of the other, nor shall either Participant be bound by the acts, statements or conduct of the other. None of the provisions set forth in this MOU shall be interpreted to make the other party liable for the debts, responsibilities and/or obligations of the other Participant. The Participants agree not to undertake or exercise any action or perform any acts that (i) causes any obligation to arise with the other Participant or (ii) causes any third party to believe one of the Participants is a representative of the other or is authorized to act on its behalf.
5. **INSURANCE.** Each Participant will have insurance coverage for risks associated with third party bodily injury, death and property damage for the activities contemplated under this MOU. URI warrants and represents to Jamestown that it has valid insurance coverage for all URI owned equipment. Participants shall exchange copies of their Certificate of Insurance which shall evidence insurance coverages as set forth in this term.
6. **INDEMNIFICATION.** Each Participant hereby agrees to defend, indemnify, and hold harmless the other Participant and its governing board and members, their officers, employees, agents, representatives and contractors, from and against any and all claims, except for any negligence acts and to the extent not prohibited by applicable law, for all damages costs, and expenses, arising out of this MOU.
7. **CONFIDENTIALLY.** Participants will exercise reasonable effort to maintain in confidence information disclosed which is designated as confidential information at the time of disclosure (Confidential Information). Confidential Information does not include information which was (i) known prior to the disclosure (ii) was received from a third party not under an obligation of confidence (iii) is in the public domain at the time of disclosure or subsequently entered the public domain or (iv) is required to be disclosed by law, including the Access to Public Records Act in Rhode Island (APRA).
8. **INTELLECTUAL PROPERTY.** URI retains all title, ownership rights, and intellectual property rights arising from research conducted solely by URI personnel and related to this MOU. Jamestown retains all title, ownership rights, and intellectual property rights arising from research conducted solely by Jamestown personnel and related to this MOU.
9. **MODIFICATIONS.** This MOU may be modified only by written agreement of the authorized representatives of URI and Jamestown.
10. **ASSIGNMENT.** This MOU shall not be assignable without prior written consent of both URI and Jamestown.
11. **NOTICES.** Any notices required to be given or which shall be given under this of MOU shall be in writing and be addressed to the Participants as indicated below. Notices shall be delivered by certified or registered first class mail or by commercial courier service and shall be deemed to have been given or made as the date received.

URI:

Peter J. Snyder, PhD
University of Rhode Island
Vice President for Research & Economic Development
75 Lower College Road
University of Rhode Island, Kingston, RI 02881

Jamestown:

- 12. **GOVERNING LAW AND VENUE.** This MOU shall be construed shall be governed exclusively by the laws and jurisdiction of the State of Rhode Island without regard to conflicts or choice of law principles. Venue for any litigation between the Parties relating to this MOU shall be exclusively in Providence County.
- 13. **APPLICABLE LAWS.** The Participants shall fully comply with all relevant statutes, executive orders as well as the regulations, orders and rules relevant to this MOU.
- 14. **GOOD FAITH.** The Participants commit to resolving, in good faith, any differences or disputes arising out of the application or the interpretation of this MOU through direct engagement.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed by their duly authorized officers as of the dates indicated below.

Accepted by:

Town of Jamestown

_____ Date

University of Rhode Island

Dr. Peter Snyder, Vice President for Research

_____ Date

EXHIBIT A-1

COLLABORATIVE PROJECT STATEMENT OF WORK

PRINCIPAL INVESTIGATOR: Dr. Colleen B. Mouw, Associate Dean for Diversity and Academic Affairs, Graduate School.

OVERVIEW. Narragansett Bay and coastal New England have seen an increase in frequency and expansion in the time frame and species causing harmful algal bloom (HAB) events. This has led to toxic conditions that impact recreation, human health, and fisheries. Dr. Mouw proposes to collect samples from Narragansett Bay via continuous pumping. The pump and sampling equipment will be housed in a shed near Dutch Harbor Boat Yard, located at 252 Narragansett Ave., Jamestown, RI 02835, which the town of Jamestown has already constructed and owns.

SCHEDULE AND PROCESS: Dr. Mouw intends to use the shed from September 1, 2022, through September 1, 2024. The sampling equipment housed in the shed will consist of an Imaging FlowCytobot (IFCB, <https://mclanelabs.com/imaging-flowcytobot/>) that observes individual phytoplankton cells. The University of Rhode Island owns and operates the IFCB. The IFCB will be paired with an Environmental Sample Processor (ESP, <https://mclanelabs.com/environmentalsample-processor/>) to observe toxin concentrations coincidentally, triggered based on the IFCB's observations. The ESP is owned and operated by Woods Hole Oceanographic Institution (WHOI). In the winter months, a space heater will be running with its own thermostat to ensure the fluidics inside these instruments do not freeze. The IFCB data will be telemetered to the URI Bay campus via line-of-sight radio ethernet. The Town of Jamestown has provided surplus ethernet equipment and URI IT Services has ensured communication on the URI side. The ESP data will be transferred via cellular networks with equipment and costs incurred paid by WHOI.

Dr. Mouw proposes to analyze a continuous record of phytoplankton and associated toxicity and environmental parameters to determine the environmental triggers of HAB events and the expression of toxicity. The results of this analysis will build an understanding of the environmental conditions that lead to their prolific growth and further when toxicity is expressed or not, which is a critical piece of the puzzle in predicting the potential occurrence of future HABs. The observations will be used to inform a daily alert system disseminated to area stakeholders.

SUMMARY: URI and Jamestown will mutually benefit from this project to support research activities affiliated with protecting our water and environment including but not limited to protecting our human health and fisheries.

Roberta Fagan

From: Carol Hopkins [REDACTED]
Sent: Wednesday, August 24, 2022 3:48 PM
To: Roberta Fagan
Subject: Rental Ordinance

Hi Roberta,

I am following up with our conversation yesterday at the town hall. I had several questions regarding the new short term rental ordinance. You were able to answer a few but the other questions that I had that you couldn't answer. Can you pass this onto the town council?

They are as follows:

1. When does the ordinance go into effect? We at Island Realty have leases already in place for the summer of 2023. Some of these properties will have more leases to come so we already understand those properties will have to be registered and inspected but some properties only rent for maybe a week or two and those leases were written before you passed the ordinance the other night.
2. After a landlord fills out the registration form (available September 15, 2022), I was told that they must be inspected by November 15, 2022. Who is inspecting them? We don't have a building inspector. I was told today Jim Bryer was asked to do the inspections. He wasn't given any criteria. How is a landlord supposed to know what is expected to pass if he doesn't even know? When might the specific requirements be available?

Thanks,
Carol

Carol Hopkins

Island Realty, Broker Owner
[REDACTED]

4 E. FERRY WHARF

JAMESTOWN, RI 02835

<http://www.islandrealtyri.com>

Your referrals are greatly appreciated. If you would like to be removed from my email list, please reply and let me know.

Confidentiality Note: This email message and any attachments to it are intended only for the named recipient (s) and may contain legally privileged and/or confidential information. If you are not one of the intended recipients, please do not duplicate or forward this email message. Immediately delete it from your computer and notify the sender.

Wire Fraud Alert: If you receive an email from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.

Note: Please do not send personal information (such as social security numbers, account numbers, and loan numbers) via unsecure email as this may lead to fraud. Please either send via your own secure email or facsimile transmission.

Roberta Fagan

From: Jamie Hainsworth
Sent: Thursday, August 25, 2022 7:32 AM
To: carol@islandrealtyri.com
Cc: Roberta Fagan
Subject: FW: Rental Ordinance

Carol, Good Morning

I received your questions from Roberta.

The "Short Term Rental Ordinance" (STR) was passed by the Town Council earlier this week. The ordinance only applies to a residence that is **renting a home for less than 30 days**. It was passed with two minor revisions (Parking & resident fee change) staff is working on as well revising/finalizing the registration and inspection forms.

The ordinance took effect immediately upon its passage for the first license period to begin January 1, 2023 to December 31, 2023. The licensing process will begin within the next couple of weeks. We anticipate have the forms ready and the staff trained also within the next couple of weeks. If you have contracts for STR's after January 1st, 2023 then those homes will require the registration.

This ordinance being just passed and considering the date restrictions, once we get the process moving if needed, I will look into an extension of those due dates. The dates you were given were used as example of what we may have to use this year. We will have the staff ready to conduct the inspections as outlined in the ordinance. The inspections for the fire marshal are very similar to those conducted when selling a home.

I have included some of the definitions below taken from the ordinance that may be of help to you.

Thank you for your inquiry. Please contact me if you have any further questions.

Jamie

Sec. 14-82. Definitions. For this chapter, the following definitions shall apply:

- a) Bedroom or Sleeping Accommodation: Any room in a residential structure which is greater than 70 square feet in area, which is susceptible to present or future use as a private sleeping area, which has at least one window and one interior method of entry and egress but excluding closets, shared spaces open to the house, and bathrooms.
- b) Dwelling Unit: A structure or portion thereof providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and containing a separate means of ingress and egress.
- c) Licensing Authority: The Town Council of the Town of Jamestown.
- d) Local Representative: A person designated on a registration form filed under this chapter as the person authorized to receive any process, notice or demand required or permitted to be served upon the owner of the premises and required to respond to questions/complaints from tenants, neighbors, and Town staff on a 24/7 basis. A local representative may, but need not, also serve as property manager.
- e) Registrar: The Town Clerk.

- Residence. The record owner of a parcel of real estate who (1) physically resides in the subject property in the Town for no less than 183 days per year; and (2) has designated the subject a property in the Town as their legal residence for a driver's license, voter registration, State identification card or other suitable form as proof of domicile. A business entity and/or trust is not defined as a resident for the purposes of this ordinance.
- g) Short-term Rental: The rental, lease, or other contractual arrangement for the occupation of a dwelling unit, or any portion thereof, by a tenant or occupant for residential and/or dwelling purposes, for any period of less than thirty (30) consecutive days. Short-term Rental shall not include duly licensed and permitted hotel, motel, bed and breakfast homes, and community residences.

Sec. 14-83. Registration, inspection and license required.

- a) Every Short-term Rental unit shall obtain a compliance certificate issued by the Building Official, shall be registered by the record property owner thereof with the Registrar, and shall apply for and be issued a license from the Licensing Authority before any use of the Short-term Rental Unit occurs.
- b) Prior to registration and licensing of a Short-term Rental unit, the Short-term Rental unit shall be inspected for a fee by the Building Official or his/her designee and the Jamestown Fire Marshal. Thereafter, the dwelling unit shall be inspected by the Building Official each two (2) years thereafter, and by the Fire Marshall each two (2) years thereafter, to be completed no later than the application period filing of the requisite year. The purpose of the inspection is to determine the occupancy limit of the unit pursuant to Sec 14-87 of this chapter and compliance with the relevant State Building Codes, Fire Codes and Town Ordinances, including, but not limited to smoke and C.O. detectors are installed and compliance with the State Fire Code for dwelling units and Short-term Rental units and to determine the number of off-street and on-street parking spaces required and available. The Building Official or his/her designee shall issue a Short-term Rental compliance certificate stating that the unit has passed the required inspections and shall state the maximum occupancy for the Short-term Rental and dwelling unit. The Building Official and/or Fire Marshall may conduct an inspection of any Short-term Rental unit upon complaint or for any other proper reason pursuant to the General Laws, applicable regulations and/or Town Ordinances. Failure of the record owner of the Short-term Rental unit to allow inspections shall constitute a violation of this chapter.
- c) Any deficiencies found by the Building Official or Fire Marshall must be satisfactorily addressed by the record owner prior to issuance of a compliance certificate or the use or re-use of the Short-term Rental unit; engaging or continuing the Short-term Rental while deficiencies are outstanding shall be a violation of this chapter.
- d) A Short-term Rental unit compliance certificate shall expire on December 31st of each year and must be renewed by the holder, unless revoked, rescinded and/or returned. Any Short-term Rental compliance certificate issued prior to December 31st of any year shall thereafter expire and require renewal annually prior to December 31st of the year issued.

Jamie A. Hainsworth
Town Administrator
Town of Jamestown
93 Narragansett Avenue
Jamestown, RI 02835
401-423-9805

From: Carol [REDACTED]
Sent: Wednesday, August 24, 2022 3:48 PM

Roberta Fagan

From: Jon Whitney [REDACTED]
Sent: Thursday, August 25, 2022 8:49 AM
To: Roberta Fagan
Subject: Short Term Rental Regulations - 14-88.c

Hi Roberta-

It was nice speaking with you on Tuesday morning.

As I noted, I was at the town meeting Monday night with the discussion on the new Short Term Rental Regulations. There were many concerns voiced at this meeting and I'm glad that the parking section was struck from the adopted regulations pending further review.

One item I was not able to get a chance to question was section 14-88 paragraph c which concerns the collection of state issued driver's licenses or passports from the "renter and any tenants or guests" and holding it for 90 days after the rental.

While I, and I'm sure most all owners of rental properties, vet our guests and collect their basic information, it is a much more onerous burden to require renters and their guests to provide copies of government identification documents; and owner/operators to now be responsible for holding and safeguarding these documents for 90 days after the rental.

As an owner/operator of a rental property, I would have already collected an email address, phone number, home address, as well as bank account or credit card information (including the security code on the back of the card) from the person signing my Rental Agreement. Requiring each renter and all their guests to provide a copy of government identification would be very intrusive, redundant and difficult.

Additionally, many of my guests stay in Jamestown for family reunions or family gatherings, there are often times they may not know who will be able to come due to family and work commitments until the week of their arrival.

Furthermore, I believe most guests will have concerns with providing this additional government documentation due to concerns with identity theft. I think they may legitimately question why I am asking for hard copies of this documentation which is seldom asked for when booking a B&B or hotel room anywhere else. And when it is asked for, it is visually checked to confirm ID for a credit card.

I believe this regulation needs modification, as I fear that most owners and operators will have a difficult time complying and guests coming to Jamestown to vacation may perceive an overbearing police presence.

Jon Whitney
[Redacted]