



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
May 1, 2023
5:40 P.M.

THIS MEETING WILL BE CONDUCTED IN PERSON ONLY.

THIS MEETING WILL BE LIVE STREAMED: To view the meeting with no interaction:
<https://jamestownri.gov/watch-live-Town-meetings>

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/2023-meetings-minutes>

I. TOWN COUNCIL INTERVIEW SCHEDULE: The Jamestown Town Council will conduct interviews of applicants for the committee vacancies as follows:

TIME	NAME	COMMITTEE
5:40	BJ Whitehouse	Senior Services Committee
5:50	Mackenzie Richards	Library Board of Trustees
6:00	Anthony Antine	Police Pension Plan Committee
6:10	Stephen Santoro	Harbor Commission
6:20	Mark Campbell	Harbor Commission

II. ROLL CALL

III. CALL TO ORDER, PLEDGE OF ALLEGIANCE

IV. 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

V. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, PRESENTATIONS, RESOLUTIONS AND PROCLAMATIONS

- 1) No items at this time.

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

- A) **Town Council Sitting as the Alcoholic Beverage Licensing Board.**
 - 1) Pursuant to RIGL §3-7-14, that the following license application has been received under said Act for a one-day license on May 6, 2023:

CLASS F (NON-PROFIT)
Out of the Box Studio/Gallery
11 Clinton Avenue
Jamestown, RI 02835

- a) Review, Discussion, and/or Action and/or Vote for Approval of the **CLASS F (NON-PROFIT) LIQUOR LICENSE**

The Town Council adjourns from sitting as the Alcohol Beverage Licensing Board

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: Out of the Box Studio/Gallery
Event: Eat at Your Own Risk
Date: May 6, 2023, 5:00 p.m. – 7:30 p.m.
Location: 11 Clinton Avenue
 - b) Applicant: Out of the Box Studio/Gallery
Event: Crafty Sundays
Date: Every Sunday 2023 (see attached)
10:00 a.m. – 1:00 p.m.
Location: 11 Clinton Avenue
 - c) Applicant: Quononoquott Garden Club
Event: Quononoquott Garden Club Plant Sale
Date: May 20, 2023, 0:00 a.m. – 12:00 p.m.
Location: Fort Getty Pavilion (Rembijas Pavilion)
 - i) Letter from Quononoquott Garden Club Co-Chairs Nancy Sall and Martha Mulvey requesting a waiver of the Fort Getty Pavilion rental fee, as historically granted.
 - d) Applicant: American Legion Post 22/VFW 9447
Event: Hogs 4 Heroes Fundraiser BBQ contest
Date: May 5-7, 2023 (see attached schedule)
Location: Fort Getty Pavilion
 - i) Letter from Commander/Vice Commander Brad Donnelly requesting a waiver of the Fort Getty Pavilion rental fee, and reimbursement for Town employee time, as historically granted.
 - e) Applicant: Conanicut Island Art Association (C.I.A.A)
Event: C.I.A.A 50th Summer Open Art Show
Date: July 29, 2023-August 6, 2023
Location: Jamestown Recreation Center
- 2) Vendor/Peddler One-Day License Application: All Vendor/Peddler One-Day 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: Yogi Food Truck (sub-applicant to the Jamestown Chamber of Commerce event)
Event: Crossing Day
Date: May 13, 2023(*rain date May 20, 2023)
11:00 a.m. – 3:00 p.m.
Location: East Ferry (designated area)

VII. 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) Interim Town Administrator's Report: Edward A. Mello
 - 1) Solid Waste and Recycling Service Agreement between the Town of Jamestown and Rhode Island Resource Recovery Corporation (Consent agenda).
 - 2) Rescheduled Out of the Box event; application administratively approved (Consent agenda).
 - 3) Fort Getty Pavilion April 15th event; application and fee waiver administratively approved (Consent agenda).
 - 4) Rhode Island Energy Grant of Easement of Town-owned property (Consent agenda).
 - 5) Jamestown Community Farm Van Purchase request. (Consent agenda).
 - 6) Fort Wetherill Building repair project update and request. (Consent agenda).

VIII. UNFINISHED BUSINESS

- A) No items at this time.

IX. NEW BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: PFAS Assessment Investigation Results of the former Jamestown Landfill prepared by GZA, dated September 7, 2022, and submitted to the Rhode Island Department of Environmental Management (RIDEM).
 - 1) Memorandum from Public Works Director Michael Gray and presentation to review GZA report.

X. ORDINANCES, APPOINTMENTS, VACANCIES AND EXPIRING TERMS

- A) Appointments, Vacancies, and Expiring Terms; Review, Discussion, and/or Action and/or Vote:
 - 1) Affordable Housing Committee, Two (2) Member vacancy(s) with a three-year term ending date of May 31, 2026
 - a) Letter of interest for:
 - i) Quaker Case(reappointment)
 - ii) Job Toll(reappointment)
 - 2) Coastal Resource Management Council, One (1) Member vacancy with a two-year term ending date of May 31, 2025
 - a) Letter of interest:
 - i) Sheila Reilly (reappointment)
 - ii) Michael Junga

- 3) Fire Department Compensation Committee, One (1) Fire Department Representative with a three-year term ending date of May 31, 2026
 - a) Letter of interest:
 - i) Polly (Prim) Bullock

- 4) Harbor Management Commission, One (1) Member vacancy with an unexpired three-year term ending December 31, 2023
 - a) Letter of interest:
 - i) Kristopher Matthews
 - ii) Stephen K. Santoro
 - iii) Mark Campbell

- 5) Library Board of Trustees, One (1) Member vacancy(s) with an unexpired three-year term ending December 31, 2025
 - a) Letter of interest
 - i) Mackenzie Richards
 - ii) Michelle Estaphan Owen

- 6) Police Pension Plan Committee, One Citizen-at-Large Representative with a three-year term ending date of May 31, 2026
 - a) Letter of interest
 - i) Anthony Antine (term limit- seeking approval for 4th term)

- 7) Senior Services Ad Hoc Committee, Five (5) to Seven (7) Member vacancy(s), with a term ending date unspecified; review discussion and/or potential action and/or vote:
 - a) Letter of interest:
 - i) Joyce Watson-O'Neil
 - ii) BJ Whitehouse

- 8) Tax Assessment Board of Review, One (1) Full member vacancy with a three-year term ending date of May 31, 2026; and One (1) Alternate member vacancy with a three-year term ending date of May 31, 2026
 - a) Letter of interest
 - i) Dave Dolce (reappointment)
 - ii) Beth Smith (reappointment)

- 9) Tree Preservation and Protection Committee, One (1) member vacancy with an unexpired three-year term ending December 31, 2023
 - a) No applicants

- 10) Tax Relief Working Group Ad Hoc Committee, Five (5) to Seven (7) Member vacancy(s), with a term ending date unspecified; review discussion and/or potential action and/or vote:
 - a) Letter of interest:
 - i) Connie Slick
 - ii) Linda J. Jamison
 - iii) E. Edward Ross
 - iv) Michelle Estaphan Owen
 - v) Beth Smith
 - vi) David Dolce
 - vii) Dan West
 - viii) Robert Raymond
 - ix) John Coleman

XI. CONSENT AGENDA

An item on the Consent Agenda need not be removed for simple clarification or correction of typographical errors. Approval of the Consent Agenda shall be equivalent to approval of each item as if it had been acted upon separately for review, discussion and/or potential action and/or vote. A Consent Agenda item or items may be removed by the Town Council for review, discussion and/or potential action and or vote.

- A) Adoption of Town Council Minutes
 - 1) April 3, 2023 (Regular Meeting)
 - 2) April 17, 2023 (Regular Meeting)

- B) Minutes of Boards/Commissions/Committees
 - 1) Bike Committee (February 10, 2023)
 - 2) Jamestown Housing Authority Board of Commissioners (March 8, 2023)
 - 3) Jamestown Harbor Commission (March 8, 2023)
 - 4) Jamestown Planning Commission (March 15, 2023)
 - 5) Jamestown Zoning Board of Review (March 28, 2023)

- C) Tax Assessor’s Abatements and Addenda of Taxes

ABATEMENTS TO 2020 TAX ROLL		
13-1893-93M	SOLDIER & SAILOR EXEMPT	\$ 2.32
13-1893-93M	SOLDIER & SAILOR EXEMPT	\$ 5.74
ADDENDA TO 2022 TAX ROLL		
11-0177-03	REMOVED EXEMPTION- SOLD	\$ 62.50
TOTAL ABATEMENTS TO 2020 TAX ROLL		\$ 8.06
TOTAL ADDENDA TO 2022 TAX ROLL		\$ 62.50
GRAND TOTAL		\$ 54.44

- D) Permission to authorize Interim Town Administrator Mello to sign the Solid Waste and Recycling Services Agreement between the Rhode Island Resource Recovery Corporation and the Town of Jamestown for the term of July 1, 2023, through June 30, 2025.

- E) Permission to authorize Interim Town Administrator Mello to purchase an electric van through the Town's purchasing agreement with Colonial Municipal Group for a total of \$54,583.70 and resell it to the Jamestown Community Farm.
- 1) Memorandum from Interim Town Administrator Mello regarding a grant awarded to the Jamestown Community Farm for the purchase of an electric van to be used for deliveries to Rhode Island food pantries.
- F) Approval of (1) the recommendation to award the Jamestown Housing Authority(JHA) Bathroom Renovation Bid to Red-Oak Remodeling Inc., (2) entering the sub-recipient agreement contract between the Town of Jamestown and the Jamestown Housing Authority, whereby the Town will act as the fiduciary for the project, being reimbursed by the State CDBG process, and (3) Permission to authorize Interim Town Administrator Mello to sign on behalf of the Town of Jamestown for all authorities related to the project and grant, pending a full review by Solicitor Ruggiero.
- 1) Memorandum from Town Planner Lisa Bryer regarding the Contract Award Recommendation – CDBG grant funding to Renovate Jamestown Housing Authority Bathrooms.
 - 2) Letter and backup from Roy G. Messier, Senior Project Manager, Verdantas, dated April 13, 2023
 - 3) Certificate of Authority and resolution from JHA dated September 22, 2021
 - 4) Signed Jamestown CDBG Sub-Recipient Contract Agreement Signatory Sheet
- G) Permission to authorize Interim Town Administrator Mello to sign on behalf of the Town of Jamestown the Grant of Easement to The Narragansett Electric Company (Rhode Island Energy) to install a new and larger electrical transformer to be located on Town Property at the Jamestown Philomenian Library.
- H) Approval of the request from Interim Town Administrator Mello and Town staff to continue developing bid specifications for the previously approved Fort Wetherill roof repair project; and authorization to reallocate available funding at the time of the bid award as necessary.
- I) Approval of the 2023-08 Proclamation: April – Month of the Military Child
- J) Ratification of Administrative Event Approvals:
- 1) Out of the Box- April 28, 2023, rescheduled previously approved event due to inclement weather.
 - 2) Use of the Fort Getty Pavilion out of season and waiver of the rental fee as requested by the Pritchard Family.

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

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

A) Communications Received:

- 1) Copy of Memorandum to: Town Council
From: Deputy Town Clerk/Board of Canvassers Clerk Karen Montoya
Dated: April 26, 2023
Re: November Special Election
- 2) Copy of Memorandum to: Town Council
From: Deputy Town Clerk/Board of Canvassers Clerk Karen Montoya
Dated: April 17, 2023
Re: Financial Town Meeting

XIII. 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 Clubhouse 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 April 26, 2023.

RECEIVED:
APR 21 2023 12:01 PM
Robert J. F. Jamestown
TOWN OF JAMESTOWN Town Clerk
City or Town

State of Rhode Island

Board of Licensing Commissioners

Application for License by Corporation, Independent or Caterer

Retailer Class:

F X (beer/wine) -or- F1 _____ (full bar)
Liability Insurance Policy **MUST** accompany this form upon submission*

Date of Event: May/6/23 Hours of Event: 5-730

Location of Event: 11 Clinton Ave

Name of Applicant: Cassey Weibust Out of the Box

DBA: _____ Applicants Phone #: [REDACTED]

[REDACTED]

Does applicant have a draft system? YES -or- NO

02832

Will Entertainment be provided? YES -or- NO

Has an Entertainment License been requested and/or applied for? YES -or- NO

Does Applicant Own Premise? YES -or- (NO) Is Property Mortgaged? (YES) -or- NO

Is Property Leased? (YES) -or- NO Is Property Town Owned? YES -or- (NO)

Name Address, Phone # and Date of Birth of all Corporation Officers:

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

see attached

Classes of Stock: (attach additional sheet if necessary)

Amount of Each Authorized: _____ Amount of Each Issued: _____

Names and Addresses of All Registered Owners of Each Class and Amount Owned:

If any of the above stock is hypothecated or pledged provide details:

If application is on behalf of undisclosed principal or party in interest, give details:



RECEIVED:
APR 21 2023 12:50 PM
TOWN CLERK'S OFFICE
TOWN OF JAMESTOWN, RI

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) Eat at Your own RISK! (Opening)

Date of Event: May 16/23 Hours of Event: 5-739pm

Location of Event: out of the Box STUDIO/Gallery 11 Clinton Ave Jamestown RI Number of people attending: 30 (approx)

Name of Applicant/ Business: out of the Box STUDIO of Gallery 02835

Mailing Address: PO Box 263 Business Phone #: _____

11 Clinton Ave Jamestown RI Email Address: _____

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

Who will the event benefit? Community

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 #: _____ Non-Profit ID #: _____

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: Cary Weir

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

RECEIVED
APR 21, 2023 12:50 PM
Robert J. Fennell
TOWN CLERK



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) Crafty Sundays

Date of Event: Every Sunday 2023 * See Attached Hours of Event: 10-1

Location of Event: 11 Clinton Ave Jamestown RI 02835 Number of people attending: _____

Name of Applicant/ Business: Out of the Box Studio and Gallery

Mailing Address: PO Box 263 11 Clinton Ave Business Phone #: _____

Jamestown RI 02835 Email Address: [REDACTED]

Contact Person: Casey Weibust Phone Number: [REDACTED]

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

Who will the event benefit? Community

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.

RECEIVED
APR 14 2023 01:50 PM
Robert G. Rosen
TOWN OF JAMESTOWN Town Clerk

Quononoquott Garden Club
PO Box 278
Jamestown RI 02835

To the Town Council,

Our garden club is holding it's annual plant sale on
May 20,2023 from 9AM to 12 noon. It will be held at the
Rembijas Pavilion.

The proceeds of the sale will go towards the
beautification of Jamestown.

This letter is to ask that the event fee be waived, as in
the past.

Respectfully yours,

Nancy Sall & Martha Mulvey

Nancy Sall and Martha Mulvey
Co-chairmen



TOWN OF JAMESTOWN

One Day Event/Entertainment Application

\$5.00 Application Fee

RECEIVED
APR 21 2023 04:09 PM
Robert J. Pagan
TOWN OF JAMESTOWN Town Clerk

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)
Plant sale to benefit town beautification

Name of Event: (if applicable) Quononogott Garden Club Plant Sale
 Date of Event: 5-20-23 Hours of Event: 9-12 drop off night
 Location of Event: Bambusa Pavilion Number of people attending: Varies @hr before
 Name of Applicant/ Business: Quononogott Garden Club
 Mailing Address: Box 278 Business Phone #: NA
Jamestown RI 02835 Email Address: [REDACTED]
 Contact Person: Nancy Sall Phone Number: [REDACTED]

List the type of entertainment being requested, if applicable (Band, DJ, etc.)
 Who will the event benefit? Beautification of Jamestown
 Type of Operation: (Private, State Sponsored, Non Profit):
 R.I. Show Promoter's Permit Number, per RIGL § 44-19-1, (if applicable):

If the applicant [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 \$2,000,000 (two 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: Nancy Sall

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

RECEIVED
APR 12 2023 10:27 AM
Robert J. Fuson
TOWN OF JAMESTOWN Town Clerk

Arnold-Zweir Post 22, American Legion
P. O. Box 41
Jamestown, RI 02835

April 10, 2023

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

Dear Councillors:

Enclosed is the Event Application from the American Legion Post 22 and VFW Post 9447 to hold a fundraising event in the form of a BBQ Contest at Fort Getty Recreational Park on May 5th – May 7th, 2023.

This event would be held in conjunction with VFW Post 182 (North Kingstown) and managed by Inclusive BBQ Events / Kansas City BBQ Society and would directly benefit the veteran service organizations and community veterans events in Jamestown and North Kingstown. This event will also support Jamestown local businesses by attracting contest competitors from all over the country to our incredible community.

We request that all fees, reimbursements for Town employee time, and insurance requirements be waived as they have in the past.

Respectfully,



Brad Donnelly
Commander, Arnold-Zweir Post 22, American Legion
Vice Commander, Jamestown Memorial Post 9447, Veterans of Foreign Wars

Enclosures:
Permit Application
Contest Outline Addendum
Insurance Certificate



RECEIVED
APR 12 2023 10:26 AM
Robert J. Fagan
TOWN OF JAMESTOWN Town Clerk

TOWN OF JAMESTOWN

One Day Event/Entertainment Application

\$5.00 Application Fee

Date Rec
Office will enter date

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

Please complete the following information:

- Seasonal Event
- Parade
- Race:
 - Bicycle/Wheelchair
 - Run/Jog/Walk/Wheelchair
 - Marine Vessel
- Art Craft Show
- Theatre/Film Production
- Concert
- Miscellaneous Function (PLEASE EXPLAIN)
FUNDRAISING BBQ CONTEST

Name of Event: (if applicable) HOGS 4 HEROES FUNDRAISER BBQ CONTEST
 Date of Event: MAY 5 - MAY 7 Hours of Event: SEE SCHEDULE ATTACHED
 Location of Event: Fort Getty - Pavilion RV sites Number of people attending: number up to 300
 Name of Applicant/ Business: American Legion Post 22 / VFW 9447
 Mailing Address: P.O. Box 41 Business Phone #: _____
JAMESTOWN, RI 02835
 Contact Person: Brian Danahy Phone Number: _____

Who will the event benefit? VFW Post 9447, American Legion Post 22, VFW Post 152 (WV)

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Applicant: Brian Danahy

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



TOWN OF JAMESTOWN
 Parks & Recreation Office
 P.O. Box 377
 41 Conanicus Ave.
 JAMESTOWN, RHODE ISLAND 02835

Recreation Office (401) 423-7260
 Teen Center (401) 423-7261
 Fort Getty (401) 423-7211
 Fax (401) 423-7229

Jamestown Parks & Recreation Department

Application for use of Recreation Department Buildings and Grounds

Facility Requested: RECREATION CENTER - Fort Getty - Pavilion & RV Sites
 Date(s): MAY 05-07, 2023 Days of the Week: FRI, SAT, SUND
 Time Requested: 9:35 am to 9:35 am (Please Include Prep & Clean Up)
 Additional Equipment: P.A. Sports Equipment Other

Organization: American Legion Post 22 / VFW Post 9447
 Contact Person: Brad Donnelly
 Address: P.O. Box 41
 Town/City: JAMESTOWN State: RI Zip Code: 02835
 Phone: [REDACTED] email: [REDACTED]

Description of Event / Use of Facility:
charity/fundraiser for veteran service organizations.
BBQ Contest managed by Inclusive BBQ Events & Kansas City
BBQ Society.

Estimated Number of Participants: under 300 Admission to be charged: Yes No

FEE STRUCTURE

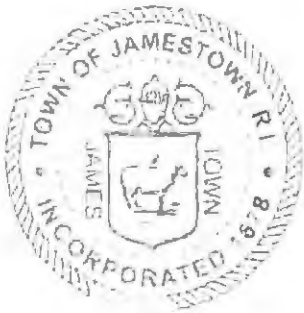
Facility	Jamestown School	Local Non-Profit	Non Local Non-Profit	Local Profit	Non-Local or Profit
Rec Center Gym	No Charge	\$20/hr	\$30/hr	\$25/hr	\$40/hr
Lobby Only	No Charge	\$15/hr	\$30/hr	\$25/hr	\$40/hr
Equipment Use	No Charge	\$5/hr	\$10/hr	\$10/hr	\$20/hr
Lawn Ave Field	No Charge	No Charge	\$10/hr	\$10/hr	\$20/hr
Eldred Ave Field	No Charge	No Charge	\$10/hr	\$10/hr	\$20/hr
Beaches	No Charge	No Charge	\$10/hr	\$10/hr	\$20/hr

- Non-Profit organizations need to provide non profit form 501(c)(3)
- All individuals / Organizations reserving facilities must supply a certificate of insurance naming the Town of Jamestown as an additionally insured party
- If your request requires the building to be opened during non-business hours a 3 hour minimum may apply

GENERAL REGULATIONS FOR FACILITIES USE

Please initial in the space provided after each regulation

1. All requests are handled on a first come, first serve basis. The Town of Jamestown activities have priority. The Jamestown Parks & Recreation Department reserves the right to deny a facility request if the activity is deemed inappropriate, dangerous, or potentially damaging to the facility or equipment. PO
2. A member of the Jamestown Parks and Recreation staff is required and must be on duty when the Recreation Center is in use. The cost to be borne by the individual/group requesting the building. The property shall not be defaced by the driving of tacks, nails, etc. into the Lobby or Gymnasium walls. PO
3. Upon receipt of this application, the Director or his/her designee shall review the request and if approved, forward the approved copy to the applicant, within (5) business days. Applications that are denied by the Director or his/her designee will be returned to the applicant stating the reason for such denial. PO
4. No alcoholic beverages may be consumed inside the Recreation Center, its property or any playing fields/courts. The use of tobacco products is prohibited inside the Recreation Center, its property and at all playing fields/courts. PO
5. Proof of \$1,000,000 liability insurance and a certificate of insurance naming the Town of Jamestown as additional insured will be required of all Non-Town organizations or Jamestown organizations whenever the public is invited or admission is charged. The certificate must be received at least 2 weeks prior to the date requested. PO
6. Screening of personnel having contact with children is the responsibility of the organization requesting use of the facility/fields. PO
7. Jamestown non-profit organizations may be entitled to a waiver of the user fee for annual public events planned and requested at least 60 days in advance, not to exceed 20 hours each calendar year. Periodic meetings and activities planned on shorter notice will be not eligible for a fee waiver. The Recreation Center may NOT be available on legal holidays. PO
8. The user agrees to collect all trash generated by the event or activity and return the facility to its original condition. All furniture and game tables will be placed in their original locations should they need to be moved. The Jamestown Parks and Recreation Department reserves the right to deny or cancel any facility request if it has been determined according to a decision of an appropriate Federal or State agency that the requestor has failed to comply with any applicable Federal or State laws with respect to discrimination based on race, gender, ethnicity, wealth or sexual orientation. PO
9. At the discretion of the Jamestown Recreation Department, and in conjunction with the respective town Police and Fire Departments, a detail officer(s) and/or fire fighter(s) may be required for a particular event. The cost of this service shall be borne by the individual/group make the application at such rate as is determined by the town's Police and Fire Departments. PO



TOWN OF JAMESTOWN
Parks & Recreation Office
P.O. Box 377
41 Conanicus Ave.
JAMESTOWN, RHODE ISLAND 02835

Recreation Office (401) 423-7260
Teen Center (401) 423-7261
Lost Getty (401) 423-7211
Fax (401) 423-7229

Facility Use Agreement and Release/Indemnification

- In consideration for being permitted to use the facilities of the Town of Jamestown, Andrew Legros Post 22 (hereinafter "Applicant"), agrees to indemnify and hold harmless, the Town of Jamestown, its officers, employees, insurers, from and against all liability, claims and demands, which are incurred, made, or bought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town of Jamestown, its officers, or its employees, of any other cause whatsoever
- By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the user is responsible for any damage to equipment or the facility/grounds. Failure to reimburse the Town for damages will result in loss of future privileges. If the facilities are not left in the original condition, the Town of Jamestown reserves the right to charge for any additional work required to return the facility back to its original condition.

The signature below indicates that the requesting group and/or individual is in agreement with the procedure listed on this form.

I HAVE READ THE PARTICIPATION WAIVER AND THE GENERAL REGULATIONS FOR FACILITIES USE FOR ATTACHED TO THIS APPLICATION AND ACCEPT THE RESPONSIBILITIES IMPOSED.

Signature: [Handwritten Signature] Date: Apr 11, 2023

Print Name: BRAD P. DONNELLY

CONTEST OUTLINE

May 05, 2023

- 3:00pm Teams may arrive and sites will be assigned upon arrival

May 06, 2023

- 6:00am Teams may arrive
- 1:00pm Meat and Safety Inspection will begin
- 4:00pm Teams Cooks Meeting to clarify rules, distribute turn-in boxes, etc.
- 5:25pm-5:35pm Kids Q Anything with Bacon Judging
- 5:55pm-6:05pm Dessert Turn in Judging

May 07, 2023

- 3:30pm Awards in the Judging Area (Pavilion) (Approximate)

Cooking Site Information

Sites will be assigned on a first-come, first-served basis

Water and power provided on-site

Trash disposal will be available on-site

Ash and Grease containers will be provided on site

Restroom facilities will be available on site. Restrooms are located at the rear of the camping area and adjacent to the Pavilion.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com														
INSURED Inclusive BBQ Events Kathryn Trainor 210 ALFRED LQRD BLVD TAUNTON MA 02780	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5474-M3711815	05/05/2023 12:01 AM	05/08/2023 12:01 AM	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
 Attendance: 100, Event Type: Charity Benefit.

CERTIFICATE HOLDER

CANCELLATION

Fort Getty Inclusive BBQ Events/ Kathryn Trainor Kathryn Trainor Kathryn Trainor 1050 Fort Getty Road Jamestown RI 02835	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Fort Getty Inclusive BBQ Events/ Kathryn Trainor Kathryn Trainor Kathryn Trainor 1050 Fort Getty Road Jamestown, RI 02835</p>
--

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



TOWN OF JAMESTOWN

One Day Event/Entertainment Application

RECEIVED
APR 25 2023 12:16 PM
Robert J. Mason
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)

Name of Event: (if applicable) C.I.A.A. 50th Summer Open Art Show
 Date of Event: 7/29/23 - 8/6/23 Hours of Event: 10AM - 4PM
 Location of Event: Jamestown Rec Center Number of people attending: varies
 Name of Applicant/ Business: Community Island Art Association
 Mailing Address: P.O. Box 229 Business Phone #: _____
Jamestown, RI 02835 Email Address: _____
 Contact Person: Rick Melli Phone: _____

List the type of entertainment being requested, if applicable (Band, DJ, etc.) _____
 Who will the event benefit? C.I.A.A. / out of the Box Gallery
 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 #: _____ Non-Profit ID #: _____

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? ART, Paintings, Photos, Sculpture

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 \$2,000,000 (two 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: Rick Melli

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

RECEIVED:
 APR 25 2023 02:23 PM
 Robert J. Fossil
 TOWN OF JAMESTOWN Town Clerk

TOWN OF JAMESTOWN

One Day Vendor/Peddler License Application

Please submit the following

Retail Sales Tax Permit

Vendor/Peddler Fee of \$5.00

\$2,000,000 Certificate of Insurance

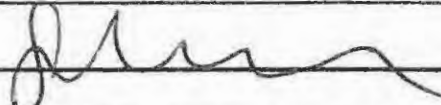
Department of Health Certificate

Please complete the following information:

MFE License # FSV35561 X4/2024

Date of Event: Crossing Day 5/13/2023	Between the hours of: 11:30am - 3:00pm
Event Location: Jamestown East Farm (* rainedate 5/20/2023)	11:00 am
Name of Applicant: Yagi Food Truck/LLC	DBA: Yagi Food Truck
Residence Mailing Address:	Business Mailing Address: [REDACTED]
Telephone Number:	Telephone Number: [REDACTED]
Email:	Email: foodtruck@yaginooodles.com
Name and Address of all Partners, Officers, Directors and/or Members:	
Tara Lee Galante / owner	39 Rhode Island Ave #3 Newport RI
Brad Gummerson / owner	39 Rhode Island Ave #3 Newport RI
Location and number of health and sanitation facilities: 1	
20 Long wharf Mall Newport, RI 02840	
Items/Products to be sold: Bao Buns, Dumplings, Noodles	

Applicant's Signature: _____



All applicants must submit a liability insurance policy with coverage in the amount of \$2,000,000 (two million dollars) when using Town owned property, naming the Town of Jamestown as an additional Certificate Holder.

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

Town of Jamestown
Town Administrator
93 Narragansett Avenue
Jamestown, Rhode Island 02835-1199
401-423-9805



Edward A. Mello
Interim Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Interim Town Administrator, Edward A. Mello
DATE: April 25, 2023
SUBJECT: Report for Town Council Meeting May 1, 2023

Solid Waste and Recycling Services Agreement: Requesting authorization to execute the agreement for the period of July 1 2023 through June 30, 2025, upon review by solicitor (consent agenda)

Event Application Out of the Box Studio: Applicant requested a date change to April 28, 2023, due to weather. Previously approved by the Town Council; Administrative Approval (consent agenda)

Ft. Getty Event April 15: Applicant (Pritchard Family) requested approval for use of Ft. Getty Pavilion out of season and to waive fee; Administrative Approval (consent agenda)

RI Energy Easement: Rhode Island Energy (Narragansett Electric Company) requesting an easement on Town property to install a new and larger electrical transformer to be located on Library property (consent agenda)

Community Farm Van Purchase: Requesting authorization to facilitate the purchase of an electric van for the Jamestown Community Farm through the Town's purchasing agreement-memo attached (consent agenda)

Fort Wetherill Building: Staff has received estimates to repair the roof at Fort Wetherill at approximately \$120,000. \$80,000 was previously approved for the project. Requesting approval to continue with developing bid specifications in anticipation to require a reallocation of other available funds when awarding bid (consent agenda)

**Town of
Jamestown, Rhode Island**

PO Box 377
Jamestown, RI 02835- 1509
Phone: (401) 423-7220
Fax: (401) 423-7229



Date: April 26, 2023

To: Ed Mello
Town Administrator

From: Michael Gray
Public Works Director

Re: PFAS Testing
Former Jamestown Landfill

It has been some time that I have reported on the Former Jamestown Landfill to the Town Council. At the May 1st regular meeting I would like to provide the Town Council with an update on recent groundwater testing that was required by the RIDEM.

In 2021 the Town of Jamestown received a notice from the RIDEM that Regulations for Solid Waste Landfills was amended requiring owners of Active and Former Landfills to monitor groundwater for the full suite of Per- and Polyfluoroalkyl Substances (PFAS). The purpose of the monitoring was to establish baseline data for groundwater conditions at all landfills in Rhode Island. Owners of landfills were required to complete one sampling round in the dry season and a second during a wet season.

In January and June of 2022 our consultant GZA collected samples for laboratory analysis as required from the ten existing groundwater monitoring wells around the perimeter of the transfer station/former landfill property. The results of the PFAS Assessment and Investigation were provided in a report completed by GZA and submitted to the RIDEM on September 13, 2022. GZA has prepared the attached letter report dated April 26, 2023 to summarize the results of the groundwater sampling which includes the PFAS Assessment Investigation report submitted to the RIDEM (laboratory sheets pages 8-233 not attached).

As summarized PFAS was detected in groundwater samples from the transfer station/former landfill property. Groundwater flows west to east across the property. Samples from onsite wells located down gradient of the landfill (western areas) exceed the EPA health advisory of 70 parts per trillion (ppt). Samples collected from onsite wells located up gradient of the landfill (eastern areas) detected PFAS but the results were below 70 ppt threshold. The GZA letter report includes information about PFAS regulations and the health effects for exposure to PFAS compounds.

This initial investigation required by RIDEM was to determine if PFAS exists in groundwater on the property and determine baseline data and conditions on the site. We have not received a formal response from the RIDEM regarding the GZA report submitted in September 2022. I reached out to Mark M. Dennen, the Supervising Environmental Scientist, in the Office of Land Revitalization and Sustainable Materials Management at RIDEM to discuss the GZA report and to determine the next course of action for the Town. Based upon the original letter from RIDEM subsequent analysis of PFAS may be required if warranted. Mark and I discussed extending the investigation and sampling program to include down gradient residential properties. Subsequently I met with our consultants at GZA to determine which properties to sample. As summarized in the attached letter report GZA has recommended that we sample wells at 12 residential properties down gradient and abutting the former landfill property. These same properties were sampled in 2006 as part of the original site investigation conducted by GZA of the former landfill for RIDEM.

Following the May 1st Town Council meeting we are prepared to send a letter to each of the 12 property owners with information about PFAS detected on the landfill and a request for the Town and GZA to access their property to collect a water sample from their well. An informational meeting has been scheduled for Monday, May 8th at 6:30 PM at the Town Hall where our consultants from GZA will be available to present information on the PFAS investigation at the former landfill and to answer any questions from the public.

BACKGROUND

The 14-acre property presently used as the Jamestown transfer station was formerly a solid waste disposal facility that closed in the early 1980s. Approximately 10 acres of the property encompasses the former landfill where trash was buried and covered with soil. In the early 2000s the Town of Jamestown began the process of remediating the site and closing the landfill through regulations prepared by RIDEM for inactive and abandoned solid waste landfills. GZA was hired to complete an extensive investigation and assessment of the conditions on the property which were presented in a May 2002 Site Investigation Report submitted to the RIDEM. Following that investigation GZA prepared a Final Remedial Action Work Plan and Landfill Closure design for submission to RIDEM in 2009 for approval.

In 2013 the Town of Jamestown DPW completed the capping of the former landfill and the Town received Regulatory Closure from RIDEM. The remediation and closure included the following:

- Increase the thickness of the soil cap for all areas that received solid waste to 2'
- Regrade the site to meet minimum drainage slope to 3% and maximum stable slope of 3:1.
- Provide a stormwater management design to improve water quality and mitigate increases in runoff from the proposed improvements
- Provide asphalt pavement for all the roadway surfaces on-site including the compost area, material storage area, and roll-off storage area
- Provide an Environmental Land Use Restriction for the property

The Town of Jamestown continues with the environmental monitoring of the former landfill property in accordance with the plan approved by RIDEM in 2004. Since 2004 GZA has completed 48 rounds of monitoring which includes collecting samples from ten groundwater monitoring wells and soil gas readings from 13 soil probes around the perimeter of the property. Monitoring was conducted on a quarterly schedule before completing the construction of the cap by the DPW and receiving regulatory closure. Since that time the environmental monitoring was reduced to semi-annually. Environmental Monitoring Reports are completed by GZA and submitted to RIDEM.

Groundwater samples collected from the wells are analyzed for Volatile Organic Compounds (VOCs) and 15 Metals. GZA also collects soil gas readings from existing probes around the perimeter of the site to monitor for landfill gases (methane). Groundwater conditions have remained relatively constant during the monitoring program and there are no exceedances of National Primary Drinking Water Regulations. Soil gas readings are consistently below the instrument detection limit of 0.1% for methane.



Know the regulations.
Built on trust.

1400 Main Street

Providence, RI 02904

401.751.8621

www.gza.com

© GeoEnvironmental, Inc.

MA 01904-0001

18A Valley Street

Costa Mesa

Providence, RI 02904

T: 401.751.8621

F: 401.751.8621

www.gza.com

April 26, 2023
File No.03.0032220.31

Mr. Michael Gray, P.E.
Public Works Director
Town of Jamestown
93 Narragansett Avenue
Jamestown, Rhode Island 02835

Re: January and June 2022 Groundwater Sampling Results
& Proposed Residential Well Sampling
Former Jamestown Landfill

Dear Mr. Gray:

At your request, GZA GeoEnvironmental, Inc. (GZA) has prepared this letter which briefly summarizes the results of groundwater samples collected and analyzed for Per- and Poly-Fluoroalkyl Substances (PFAS), from monitoring wells located around the Town of Jamestown (Town) former landfill on North Main Rd. Additionally, we have provide recommendations to sample and analyze select residential water supply wells at those properties located adjacent to the landfill in response to a recent request made by the Rhode Island Department of Environmental Management (RIDEM).

BACKGROUND

On January 19, 2021, the Rhode Island Department of Environmental Management (RIDEM) issued a letter notifying all Landfill Owners or Responsible Parties of their requirement to sample and analyze groundwater for Per- and Polyfluoroalkyl Substances (PFAS) according to Section 2.1.8.F(1)(h) of the newly promulgated Solid Waste Regulation No 2.

In accordance with RIDEM's January 2021 letter request, GZA (on behalf of the Town) conducted two rounds of groundwater monitoring, once during the approximate seasonal low time frame and once during the approximate seasonal high groundwater time frame. On January 28, and June 22, 2022, GZA collected groundwater samples for PFAS analysis from 10 existing perimeter groundwater monitoring locations (GZ-1, GZ-2, GZ-3, GZ-4, GZ-5, GZ-6, GZ-7S, GZ-7D, GZ-8 and GZ-9), at the former landfill. Well locations and other relevant Site features are shown on Figure 1 of the attached September 13, 2022, *PFAS Assessment Investigation Results Report*. Groundwater at the Site generally flows in a southwesterly direction. Groundwater samples were collected in general accordance with US EPA's September 2017 Low Stress (low flow) Purging and Sampling Procedures as well as GZA's internal PFAS Sampling SOP. The groundwater samples were submitted to Eurofins Laboratory (Eurofins) of North Kingstown, Rhode Island for analysis of 25 PFAS compounds via EPA Method 537M.

Note that the sole purpose of the initial investigation was to evaluate groundwater baseline PFAS concentrations, at the landfill. Groundwater at the Site had previously been evaluated for a broad range of other compounds.



RESULTS

PFAS results were compared to the EPA health advisory of 70 parts per trillion (ppt)¹ for PFOS and PFOA (and the sum of the PFOS and PFOA concentrations). PFOS and/or PFOA concentrations were detected in samples collected from all six downgradient monitoring wells (GZ-2, GZ-3, GZ-7S, GZ-7D, GZ-8 and GZ-9). Only at three of the six downgradient monitoring wells (GZ-2, GZ-7S and GZ-8) were the concentrations of PFOS and/or PFOA in excess of the EPA's 70 ppt Health Advisory. None of the four upgradient/cross gradient wells (GZ-1, GZ-4, GZ-5 and GZ-6) reported concentrations of PFOS/PFOA in excess of the 70 ppt Health Advisory during either the January or June 2022 sampling events.

The results from the January and June 2022 sampling events indicate that PFAS are present in groundwater at those monitoring wells within the landfill. The highest detected concentrations were identified in samples collected from downgradient well GZ-2 during both monitoring rounds.

This data indicates that concentrations of PFAS are generally elevated in downgradient wells across the Site. Two of the four upgradient/crossgradient wells were impacted by PFOS/PFOA; however, not above 70 ppt. The PFAS concentrations reported did not vary significantly between seasonal high and seasonal low groundwater conditions.

RECOMMENDED SAMPLING OF DOWNGRADIANT RESIDENTIAL WELL

After review of the baseline PFAS testing completed at the landfill, the RIDEM requested that the Town of Jamestown identify and sample select residential drinking water wells immediately downgradient (groundwater flows to the southwest) of the landfill. These wells should be analyzed for the 25 PFAS compounds via EPA Method 537M, which included PFOS/PFOA.

In review of potential subject properties, one downgradient property (Town of Jamestown Plat 2 Lot 241; 1180 North Main Road) with a private drinking water well is located approximately 0.05 miles south of the landfill. An additional five properties (lots 483, 562, 567, 480 and 545), located in a southwesterly direction from the landfill, are recommended for sampling as these well would be considered downgradient for the landfill. It should be noted that the residences on these five properties are approximately 0.25 miles downgradient and there is a wetland between the landfill and residential properties.

In addition to the RIDEM requested downgradient sampling, GZA recommends collecting samples from six upgradient residential properties that abut the landfill property (lots 10, 31, 246, 43, 44 and 45). Although PFAS was previously detected in only two of the four onsite upgradient wells, well below the 70 ppt health Advisory, the recommendation for one round of upgradient residential well sampling is to provide upgradient abutters with analytical confirmation of groundwater concentrations. Lots recommended for proposed sampling are shown of Figure 2.

GZA, Jamestown's environmental consultant, will request access to these properties to collect a representative drinking water sample for PFAS analysis. The sample will be collected from an outdoor spigot (if present) or from an interior faucet. The preferred sampling point is the first spigot after water enters the residences. Sampling will be scheduled in advance with the property owner and take approximately 30 minutes per residence. The property owners will be

¹ On June 27, 2022, Rhode Island enacted law H7223/S2298 which set an interim drinking water standard for the state of 20 parts per trillion (ppt) for six specific PFAS compounds – PFOA, PFOS, PFHxS, PFNA, PFHpA and PFDA. This law requires RIDEM to establish enforceable groundwater standards for these six compounds on or before December 31, 2023. The new law also requires Rhode Island Department of Health to establish similar standards for PFAS in drinking water on or before June 1, 2024.



provided with a copy of the laboratory testing results along with an explanation of their meaning with respect to applicable or relevant drinking water quality criteria.

PFAS REGULATIONS

The initial two rounds of baseline sampling were conducted in January and June of 2022; since then, the State passed house bill (HB7233) on June 21, 2022 and was signed by the governor shortly thereafter. It adopted a 20 ppt drinking water standard for 6 PFAS compounds and required the Rhode Island Department of Health (RIDOH) to develop regulations for public water supplies by July 1, 2023. This 20 ppt MCL is significantly lower than the previous 70 ppt EPA health advisory. This bill does have an impact on groundwater and surface water regulations. It requires RIDEM to adopt standards by Dec 31, 2023. However, because potable water supply wells rely on groundwater recharge, it is GZA's opinion that the RIDEM will implement a 20 ppt for GA/GAA groundwater (applicable to properties surrounding the landfill). In addition, on March 14, 2023, EPA issues a revised DRAFT PFAS National Primary Drinking Water Regulation for PFAS. If approved, the proposed criteria of 4 ppt for PFOA and PFOS will become enforceable. These concentrations are lower than the proposed RIDEM criteria which may impact additional wells surrounding the landfill where potable water supplies are used.

PFAS HEALTH EFFECTS

The public is primarily exposed to PFAS compounds via the ingestion pathway from drinking contaminated water, eating contaminated food, or via consumer products that have been treated with or contain PFAS compounds. In occupational settings, where workers are manufacturing or using PFAS compounds in production processes, the inhalation pathway is the primary route of exposure. After a PFAS compound enters the body, the body reacts to it in different ways depending on the specific PFAS compound. The physical structure, chain length, and chemical composition of the various PFAS compounds impact how the body reacts to or responds to the PFAS chemical. PFAS compounds that have a longer chain length, and more branching are eliminated from the body at a slower rate; whereas shorter PFAS compounds are excreted from the body more readily.²

An on-going study of the United States population, by the U.S. National Health and Nutrition Examination Survey (NHANES), has detected select PFAS compounds (PFOS, PFOA, PFHxS, and PFNA) in the blood of more than 98% of Americans.³ Possible relationships exist between exposure to PFAS compounds and health effects; however, direct causal links between human exposure and health effects have not been confirmed. According to the Agency for Toxic Substances and Disease Registry (ATSDR), some research studies have identified that exposure to high levels of certain PFAS compounds in humans may lead to:

- Increased cholesterol levels;
- Changes in liver enzymes;
- Small decreases in infant birth weights;
- Decreased vaccine response in children;
- Increased risk of high blood pressure (preeclampsia) in pregnant women; and
- Increased risk of kidney or testicular cancer.⁴

² Barlow CA, Kemp MJ, Boyd CA, Parr KAH. PFAS Toxicology – The science behind the variations in drinking water standards. The Journal of the New England Water Works Association. December 2019. Volume 133, No. 6

³ Calafat 2019. Polyfluoroalkyl Chemicals in the U.S. Population: Data from the National Health and Nutrition Examination Survey (NHANES) 2003–2004 and Comparisons with NHANES 1999–2000 - PMC (nih.gov)

⁴ ATSDR November 1, 2022. Per- and Polyfluoroalkyl Substances (PFAS) and Your Health Available at: <https://www.atsdr.cdc.gov/pfas/index.html>



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Former Jamestown Landfill
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The data set on the possible health effects associated with PFAS exposure is continually growing and evolving as new research is underway to better understand potential risks associated with exposure to the various PFAS compounds. Currently, there are not federally mandated and enforceable drinking water standards for PFAS levels in drinking water. The lack of federal guidance has led to a range of state-developed drinking water guidelines for multiple PFAS compounds.

If you should have any questions please feel to contact us at erik.beloff@gza.com or Edward.summerly@gza.com.

Very truly yours,

Handwritten signature of Erik M. Beloff in blue ink.

Erik M. Beloff
Project Manager

Handwritten signature of Richard J. Desrosiers in blue ink.

Richard J. Desrosiers, P.G.^{NH, TN}, CT-LEP
Consultant / Reviewer

Handwritten signature of Edward A. Summerly in blue ink.

Edward A. Summerly, P.G.^{NV, KY}
District Office Manager/Sr. Principal

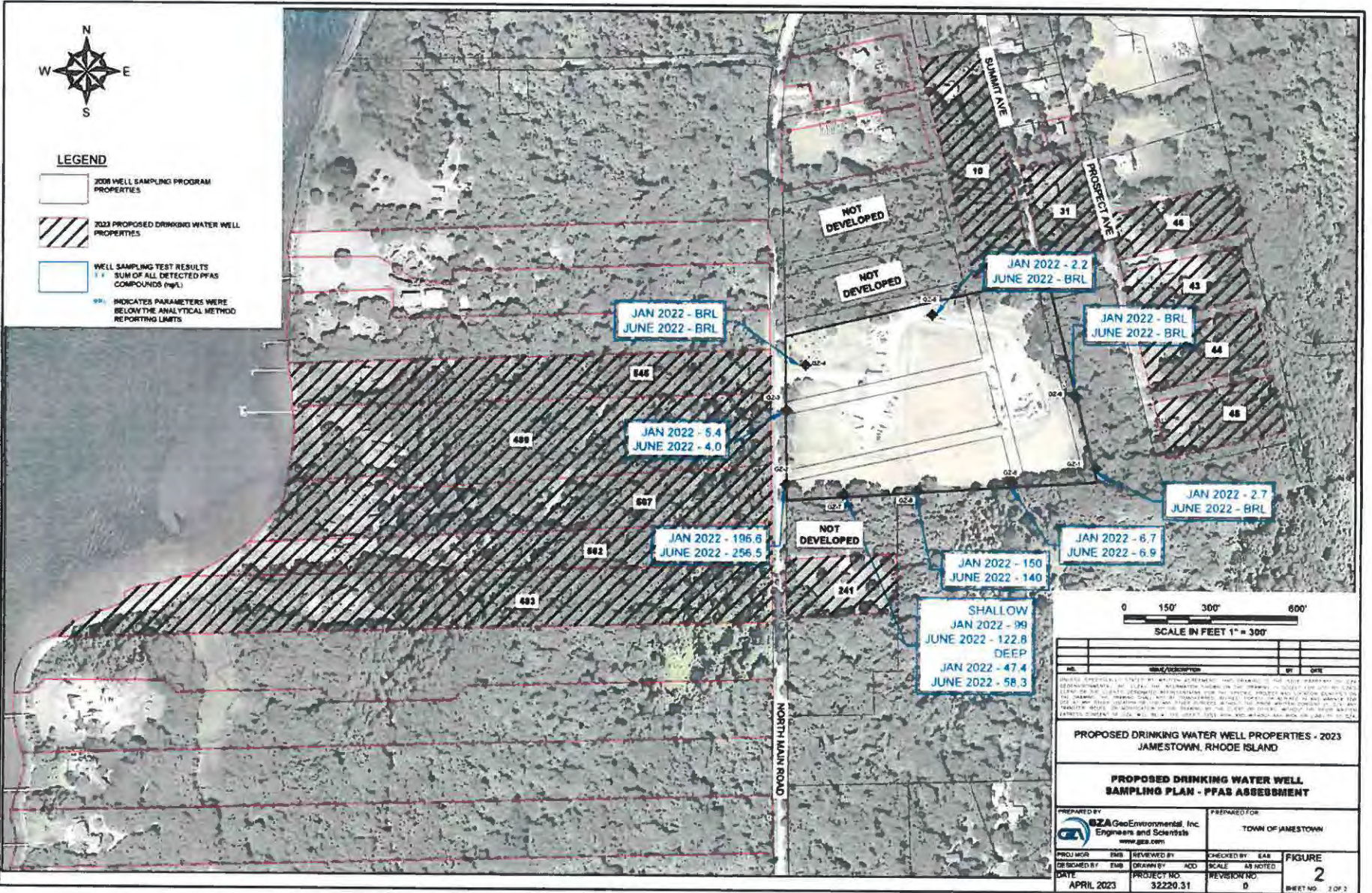
Attachment: Figure 2
PFAS Assessment Investigation Results

\\GZAPROVIDENCE\JOBS\ENV\32220.31.EMB\PFAS - RESIDENTIAL WELL SAMPLING\32220.31 JAMESTOWN RES WELL PFAS.DOCX



FIGURE 2

G20231 - 02A GeoEnvironmental, Inc. 02A-01-DMA 32220.31 0067 Properties Call (0625) 32220.31 PFAS ASSESSMENT - 2023 DRWG WELL SAMPLES APRIL 10, 2023 ANTHONY DOMIN



LEGEND

- 2008 WELL SAMPLING PROGRAM PROPERTIES
- 2023 PROPOSED DRINKING WATER WELL PROPERTIES
- WELL SAMPLING TEST RESULTS
SUM OF ALL DETECTED PFAS
COMPOUNDS (mg/L)
- INDICATES PARAMETERS WERE
BELOW THE ANALYTICAL METHOD
REPORTING LIMITS

0 150' 300' 600'
SCALE IN FEET 1" = 300'

NO.	NAME/DESCRIPTION	BY	DATE

PROPOSED DRINKING WATER WELL PROPERTIES - 2023
JAMESTOWN, RHODE ISLAND

PROPOSED DRINKING WATER WELL SAMPLING PLAN - PFAS ASSESSMENT

PREPARED BY GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com		PREPARED FOR TOWN OF JAMESTOWN	
PROJECT NO. APRIL 2023	DATE APRIL 2023	REVIEWED BY EMB PROJECT NO. 32220.31	CHECKED BY EMB SCALE AS NOTED REVISION NO. 0
FIGURE 2			SHEET NO. 2 OF 2



PFAS ASSESSMENT INVESTIGATION RESULTS



Known for excellence
Built on trust

Geo-Environmental
Engineering
Water
Construction
Management

188 Water Street
Suite 300
Providence, RI 02909
T: 401.421.4140
F: 401.751.8633
www.gza.com

September 13, 2022
File No. 03.0033320.31

Ms. Kasie McKenzie
Rhode Island Department of Environmental Management
Office of Land Revitalization & Sustainable Materials Management
235 Promenade Street
Providence, RI 02908

Re: PFAS Assessment Investigation Results
Former Jamestown Landfill
Jamestown, Rhode Island

Dear Ms. McKenzie:

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide these results associated with the *Proposal for PFAS Monitoring Services* dated September 23, 2021, conducted at the above referenced facility. GZA conducted this work in January and June 2022. This report, our findings and opinions are subject to the limitations provided in **Attachment A**.

BACKGROUND

On January 19, 2021, the Rhode Island Department of Environmental Management (RIDEM) issued a letter notifying all Landfill Owners or Responsible Parties of their requirement to sample and analyze groundwater for Per-and Polyfluoroalkyl Substances (PFAS) according to Section 2.1.8.F(1)(h) of the newly promulgated Solid Waste Regulation No 2.

On January 28, and June 22, 2022, GZA collected groundwater samples for PFAS analysis from 10 existing groundwater monitoring locations (GZ-1, GZ-2, GZ-3, GZ-4, GZ-5, GZ-6, GZ-7S, GZ-7D, GZ-8 and GZ-9). Well locations and other relevant Site features are shown on **Figure 1**. Groundwater samples were collected in general accordance with US EPA's September 2017 Low Stress (low flow) Purging and Sampling Procedures as well as GZA's internal PFAS Sampling SOP. The groundwater samples were submitted to Eurofins Laboratory (Eurofins) of North Kingstown, Rhode Island for analysis of 25 PFAS compounds via EPA Method 537M.

Note that the sole purpose of the investigation is to evaluate baseline PFAS levels in groundwater. Groundwater at the Site has previously been evaluated for a broad range of other compounds. No other constituents were tested as part of this study.

LABORATORY RESULTS

The January and June 2022 groundwater analytical results have been summarized in attached **Table 1**. PFAS results were compared to the EPA health advisory of 70 parts per trillion (ppt) for PFOS and PFOA (and the sum of the PFOS and PFOA concentrations). PFOS and/or PFOA concentrations were detected in samples collected from all six downgradient monitoring wells. PFOS and/or PFOA concentrations in excess of the 70 ppt Health Advisory were identified in samples collected from three of the six downgradient monitoring wells (GZ-2, GZ-7S and GZ-8). None of the four upgradient/cross gradient wells contained PFOS/PFOA as concentrations in excess of the Health Advisory during either the January or June 2022 sampling rounds.

Results for the individual January and June monitoring rounds are discussed in greater detail below and the laboratory certificates of analysis are provided in **Attachment B**.



January 2022 PFAS Results

January 2022 PFOS and/or PFOA concentrations in excess of the 70 ppt Health Advisory were identified three of the 10 monitoring wells sampled (GZ-2, GZ-7S and GZ-8). Combined PFOS and PFOA results ranged from 99.6 ng/L in the sample from GZ-7S to 196.6 ng/L in GZ-2 (ng/L = ppt). Nine of the 25 target PFAS compounds analyzed were detected in one or more of the samples. The concentration range of individual compounds may be found on the attached **Table 1**. Total PFAS concentrations ranged from non-detect in two sampling locations to 309.6 ng/L in the sample from well GZ-8.

June 2022 PFAS Results

The June 2022 combined PFOS and PFOA results ranged from a low of 6.9 ng/L in the sample from downgradient well GZ-9 to a maximum of 256.5 ng/L in the downgradient well sample from GZ-2. Individual compound detections were reported in all samples with results ranging from 1.96 ng/L to 130 ng/L (ng/L = ppt). Nine of the 25 target PFAS compounds analyzed were detected in one or more of the samples. Total PFAS concentrations ranged from Below Reporting Limit (BRL) to 329.3 ng/L.

PFAS concentrations were generally very similar between the two monitoring rounds with total reported PFAS concentrations somewhat higher in June 2022 for four (GZ-2, GZ-7S, GZ-7D and GZ-9) of the 10 wells when compared to total PFAS concentrations in January 2022. Likewise, the combined PFOA and PFOS results in these same four monitoring wells were slightly higher in June 2022 compared to the January 2022 results. The largest variation reported was for the downgradient well GZ-7D which had a combined PFOA and PFOS result of 47.4 ng/L in January 2022 and a result of 58.3 ng/L in June 2022.

Quality Assurance/Quality Control

As part of RIDEMs QA/QC requirements, our Best Management Practices (BMPs), and the laboratory's requirements to maintain their National Environmental Laboratory Accreditation Conference (NELAC) certification, GZA and Eurofins prepared and analyzed a blind duplicate, field blank, equipment blank and laboratory method blanks concurrent with each round's samples. These samples were used to assess the potential for non-Site related or laboratory induced contamination. No PFAS were detected in the field or equipment blanks. No PFAS contamination was detected in the method blanks associated with these samples.

The laboratory also prepared laboratory control samples (LCS), laboratory control sample duplicates (LCSD) and evaluated surrogate recoveries during this round. LCS, LCSD and surrogate recoveries were within acceptable QC ranges for all samples with the minor exceptions noted in the attached laboratory report project narratives. All data were of suitable quality for the intended use.

FINDINGS AND CONCLUSION

The results from the January and June 2022 sampling indicate that PFAS are present in groundwater within onsite monitoring wells. Concentrations from three downgradient sampled locations were above the 70 ppt EPA health advisory. The highest detected concentrations were identified in samples collected from downgradient well GZ-2 during both monitoring rounds. In accordance with RIDEM's January 2021 letter request, GZA has conducted two rounds of monitoring, once during the approximate seasonal low time frame and once during the approximate seasonal high groundwater time frame.

This data indicates that concentrations of PFAS are generally elevated in downgradient wells across the Site with little contribution from off-Site/upgradient sources, and PFAS concentrations are not fluctuating to a meaningful degree on a seasonal basis.



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We trust this letter addresses your needs. If you have any questions or comments, or would like to discuss the study, please feel free to contact Ed or Erik at (401) 421-4140 or via email at edward.summerly@gza.com or erik.beloff@gza.com.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

A handwritten signature in blue ink that reads 'Erik Beloff'.

Erik M. Beloff
Project Manager

Richard A. Carlone, P.E.
Consultant Reviewer

A handwritten signature in blue ink that reads 'Edward Summerly'.

Edward A. Summerly, P.G. ^{NY, KY}
District Office Manager / Senior Principal

Cc: Jean Lambert – Town of Jamestown

Attachments: Table 1
Figure 1
Attachment A-Limitations
Attachment B-Laboratory Certificates

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TABLES



FIGURES

TOWN COUNCIL MEETING MINUTES Monday, April 3, 2023

I. TOWN COUNCIL INTERVIEW SCHEDULE: The Jamestown Town Council will meet to conduct interviews of applicants for the committee vacancies as follows:

David Dolce and Robert Raymond were interviewed for the Tax Relief Working Group.

The interviews were concluded at 6:20 p.m. and the Town Council took a short recess.

II. ROLL CALL

A regular meeting of the Jamestown Town Council was held on April 3, 2023. Town Council Members present were as follows: Nancy A. Beye, Mary Meagher, Michael G. White, and Randy White. Erik Brine was absent.

Also, in attendance: Interim Town Administrator Edward A. Mello, Solicitor Peter Ruggiero, Finance Director Christina Collins, Public Works Director Michael Gray, Tax Assessor Christine Brochu, and Town Clerk Roberta Fagan.

III. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Town Council President Beye called the meeting of the Jamestown Town Council to order at 6:30 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue and led the Pledge of Allegiance.

IV. 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 prohibit 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

Jane Bentley addressed the Town Council concerning updating the Zone Ordinance. She read the letter to the Town Council dated March 9, 2023.

President Beye recused herself and left the dais.

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

- A) Acknowledgements:
 - 1) Jamestown Police Life Saving Medal Awards presentation
 - a) Jamestown Police Department Dispatcher David Bento

Interim Town Administrator Mello made a presentation regarding the recently purchased drone. On February 9, 2023, thanks in great part to Dispatcher Bento, the life of an individual in distress was saved after being discovered on the rocks of Beavertail. The deployment and operation of the heat-seeking drone by Dispatcher Bento directly assisted first responders in quickly locating and

safely evacuating the individual. Interim Town Administrator Mello presented Dispatcher Bento with the Jamestown Police Saving Medal as attendees expressed their gratitude with applause.

President Beye returned to the dais.

A motion was made by Vice President Meagher with a second by Councilor M. White to convene the Town Council sitting as the Alcohol Beverage Licensing Board. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

VI. 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.

A) Public Hearing: Town Council Sitting as the Alcoholic Beverage Licensing Board.

Notice is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended that the following has been received:

- 1) Transfer Application has been received for Class B-V – Victualer Liquor License as advertised in the Jamestown Press.

FROM:

CLASS B-V – VICTUALER

Jamestown Locals, LLC (J. Colon/C. Verta)
 dba: Narragansett Café
 25 Narragansett Avenue
 Jamestown, RI 02835

TO:

CLASS B-V- VICTUALER

Jamestown Locals, LLC (M. D'Arezzo/E. D'Arezzo)
 dba: Narragansett Café
 25 Narragansett Avenue
 Jamestown, RI 02835

- a) Review, Discussion, and or Action: At the request of the applicant, permission to postpone the Public Hearing for the Jamestown Locals, LLC, dba: Narragansett Café Class B-V Victualer Liquor License Transfer application.

A motion was made by Vice President Meagher with a second by Councilor M. White to acknowledge and accept the request to withdraw the liquor license transfer request. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

- 2) Notice is hereby given by the Town Council of the Town of Jamestown, being the Licensing Board in said Town as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended: Pursuant to RIGL§ 3-7-15(b), that the following request for consent under said Act, Class G. Liquor License (State License) by Conanicut Marine Services, Inc., for service of liquor while at dockside at East Ferry for the 2023 season no more than 30 minutes prior to scheduled departure for the following

~~motor~~ marine vessels:

- a) The Jamestown, MV Katherine, The Coastal Queen
- b) Review, Discussion, and/or Take Action and/or Vote to grant their consent to the request of the CLASS G LIQUOR LICENSE.

A motion was made by Vice President Meagher with a second by Councilor R. White to approve to grant consent to the request for the Class G Liquor License for the following marine vessels Jamestown, MV Katherine, The Coastal Queen. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

- 3) Pursuant to RIGL §3-7-14, the following license application has been received under said Act for a one-day license on May 13, 2023(*rain date May 20, 2023):

CLASS F (NON-PROFIT)

Jamestown Chamber of Commerce
PO Box 35, 2023
Jamestown, RI 02835

- a) Review, Discussion, and/or Action and/or Vote for Approval of the CLASS F (NON-PROFIT) LIQUOR LICENSE

Vice President Meagher requested the applicant to avoid vendors setting up on or near the monument and grassy memorial area. Tom McNiff assured Vice President Meagher they would be mindful of the memorial area.

A motion was made by Vice President Meagher with a second by Councilor R. White to approve the Class F (NON-PROFIT) one-day liquor license on May 13, 2023 (rain date May 20, 2023) for the Jamestown Chamber of Commerce. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

The Town Council adjourns from sitting as the Alcohol Beverage Licensing Board.

A motion was made by Vice President Meagher with a second by Councilor R. White to adjourn from sitting as the Alcohol Beverage Licensing Board. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

B) License: 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 Chamber of Commerce
- Event: Crossing Day
- Date: May 13, 2023(*rain date May 20, 2023)
11:00 a.m. - 3:00 p.m.
- Location: East Ferry/Narragansett Avenue

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the one-day event license for Crossing Day, on May 13, 2023 (rain date May 20, 2023) for the Jamestown Chamber of Commerce, vendors to avoid setting up on or near the monument and grassy memorial area. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- b) Applicant: Gray Matter Marketing & RITB Foundation
 Event: Pell Bridge Run
 Date: October 15, 2023, 5:00 a.m. - 9:00 a.m.
 Location: Rhode Island Transit and Bridge Authority offices
 and East Shore Road

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the one-day event license for the Pell Bridge Run taking place on October 15, 2023, located at Rhode Island Transit and Bridge Authority offices and East Shore Road. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

VII. 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:

- A) Interim Town Administrator's Report: Edward A. Mello
 1) Appointment of the Acting Jamestown Police Chief/Acting Director of Emergency Management (consent agenda)

Lt. Angela Deneault will be appointed Acting Police Chief and Acting Director of Emergency Management, effective April 17, 2023. (consent agenda)

- 2) Jamestown Harbor Commission Executive Director update

The position has been advertised with a deadline of April 17. This will be a full-time seasonal position with off-season part-time work as necessary. Chairman Banks has agreed to assist in the process.

- 3) Opioid Settlement Authorization (consent agenda)

Authorization to execute the National Opioid Litigation Settlement Agreement upon review by Solicitor-due date April 18. (consent agenda)

- 4) Rhode Island Interlocal Trust Awards/Grants

The Town has received two grant awards from the RI Interlocal Trust. The Highway Division has been awarded \$1,000 for the purchase of Bluetooth headsets to be used for safer communications while operating heavy equipment.

The Recreation Department has been awarded \$630 for the purchase of high-visibility all-weather gear. Additionally, the School Department also received a scholarship award of \$1600 that will allow for cyber security training of staff members.

- 5) Recognition of Sgt. Joel Pinocci for 25 years of service on March 24th

- 6) Rhode Island Department of Environmental Management Pump-Out Grant

The Harbor Division has received a \$27,000 grant from RIDEM. The funds will be used to enhance public pump-out access at East Ferry and to maintain other existing pump-outs. Jamestown received 27% of all grant funds awarded.

VIII. UNFINISHED BUSINESS

- A) Review, Discussion, and/or Action and/or Vote to approve the draft Tax Relief Ad Hoc Committee Charge:
- 1) The Town Council has determined that it is necessary to encourage year-round residency for both property owners and renters alike. To pursue this initiative, the Council may appoint a Tax Relief Ad Hoc Committee whose charge shall be: Review current commercial and residential properties, including owner-occupied, short-term, and long-term rental properties; identify strategies employed by other local governments to incentivize year-round residency such as tax incentives; present recommendations to the Town Council including new or amended ordinances; investigate qualifying exemptions and opportunities; develop tax relief tiers; defined qualification requirements; and develop public education and outreach. The Committee shall consist of five (5) to seven (7) members including five (5) members of the general public, the Tax Assessor, and a Town Council Liaison.

Vice President Meagher read the draft Tax Relief Ad Hoc Committee Charge. She made the recommendation to amend the charge to reflect (7) members of the general public as voting members. Town Staff would assist the committee as needed.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the Tax Relief Ad Hoc Committee Charge as amended. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

- B) Review, Discussion, and/or Action and/or Vote to approve the draft Senior Services Committee Charge:
- 1) The Town Council has determined that it is necessary to provide a mechanism to prioritize the needs of the senior population and bring further awareness to the community. To pursue this initiative, the Council may appoint a Senior Services Committee whose charge shall be: Assist the Senior Services Director and the Friends of Jamestown Seniors Organization in the matters of the senior center, and to guide with the implementation of future projects that will help maintain the independence of our senior population. The Committee shall consist of five (5) to seven (7) members including five (5) members of the general public, the Senior Services Director, and a Town Council Liaison.

President Beye read the draft Senior Services Committee Charge. Vice President Meagher made the recommendation to amend the charge to reflect (7) members of the general public as voting members. Town Staff would assist the committee as needed.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the Senior Services Committee Charge as amended. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

IX. NEW BUSINESS

- A) Review, Discussion, and possible action on the FY2023-2024: Town Administrator's Proposed Budget; Possible action to adopt and recommend proposed FY2023-2024 Town Budget of \$28,719,156 for consideration at the Annual Financial Town Meeting on June 5, 2023:
- 1) Town Administrator's Proposed Town General Fund Budget of \$12,601,897
 - 2) Town Administrator's Proposed School Budget of \$16,177,259

Finance Director Tina Collins reviewed the proposed Town General Fund and School budgets.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the Town Administrator's Proposed Town General Fund Budget of \$12,601,897 and School Budget of \$16,177,259 as presented. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

X. ORDINANCES, APPOINTMENTS, VACANCIES, AND EXPIRING TERMS

- A) Appointments, Vacancies, and Expiring Terms; Review, Discussion, and/or Action and/or Vote:
- 1) Tax Relief Working Group Ad Hoc Committee, Five (5) to Seven (7) Member vacancy(s), with a term ending date unspecified; review discussion and/or potential action and/or vote:
 - a) Letter of interest:
 - i) Connie Slick
 - ii) Linda J. Jamison
 - iii) E. Edward Ross
 - iv) Michelle Estaphan Owen
 - v) Beth Smith
 - vi) David Dolce
 - vii) Dan West
 - viii) Robert Raymond

A motion was made by Vice President Meagher with a second by Councilor M. White to postpone appointments until Councilor Brine is present. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

- 2) Committee, Board, and Commission Vacancies and Expiring Terms have been duly advertised in the March 30th and April 6th editions of the Jamestown Press. The application deadline has been set for April 12, 2023, for current vacancies and expiring terms.

A motion was made by Vice President Meagher with a second by Councilor M. White to accept the Consent Agenda. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

XI. CONSENT AGENDA

An item on the Consent Agenda need not be removed for simple clarification or correction of typographical errors. Approval of the Consent Agenda shall be equivalent to the 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 Meeting Minutes
 - 1) February 28, 2023 (Special Meeting)
 - 2) March 6, 2023 (Regular Meeting)

- B) Minutes of Boards/Commissions/Committees
 - 1) Jamestown Housing Authority (January 19, 2023)
 - 2) Planning Commission (February 15, 2023)
 - 3) Zoning Board of Review (February 28, 2023)

- C) Approval of the Appointment of Lt. Angela Deneault as the Acting Jamestown Police Chief and Acting Director of Emergency Management, effective April 17, 2023, and approval of the compensation of \$98,268.00.

- D) Permission to authorize Interim Town Administrator Edward A. Mello to sign the National Opioid Settlement offer, Second Amendment upon review by Solicitor Ruggiero.

- E) Acceptance and Receipt of the Lawn Avenue Upper Tennis Court Resurfacing Bid: to Joyce Construction, in the amount not to exceed \$66,689.00, as recommended by Parks and Recreation Director Ray DeFalco.
 - 1) Memorandum from Parks and Recreation Director Ray DeFalco to the Town Council.

- F) Ratification of Administrative Event Approvals: JAC talk with Jean-Marc Superville Sovak and Peter Fay- March 30, 2023. Previously approved event rescheduled due to inclement weather.

Communications were acknowledged.

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

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

- A) Proclamations and Resolutions from other Rhode Island Cities and Towns:
 - 1) Town of Warren Resolutions:
 - a) Resolution in Support of Validating and Ratifying an amendment to the Home Rule Charter.
 - b) Resolution in Support of Rhode Island League of Cities and Towns

- 2023 Legislative Priorities.
- c) Resolution in Support of Housing Development & Land Use.
 - d) Resolution in Support of Enabling Legislation for a Tax Amnesty Program for Motor Vehicles and Tangible Taxes.
 - e) Resolution in Support of Periodic Review of the BWRSD Enabling Legislation.
- 2) Town of Tiverton, Resolution in Support of Housing Development & Land Use.
 - 3) Town of Hopkinton; Resolution in Support of H 6119 An Act Relating to Human Services – Medical Assistance.
 - 4) Town of Burrillville, Resolution in Support of Environmental, Social, and Governance Investing.

XIII. ADJOURNMENT

A motion was made by Vice President Meagher with a second by Councilor M. White to adjourn at 7:01 p.m. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

Attest:

Roberta J. Fagan, Town Clerk

TOWN COUNCIL MEETING MINUTES April 17, 2023

I. ROLL CALL

A regular meeting of the Jamestown Town Council was held on April 17, 2023. Town Council Members present were as follows: Nancy A. Beye, Michael G. White, and Randy White. Mary Meagher arrived at 6:38 p.m. Erik Brine was absent.

Also, in attendance: Interim Town Administrator Edward A. Mello, Solicitor Peter Ruggiero, Finance Director Christina Collins, Public Works Director Michael Gray, Town Planner Lisa Bryer, Parks and Recreation Director Ray DeFalco, Senior Services Director Molly Rose, Water and Sewer Clerk Denise Jennings and Town Clerk Roberta Fagan.

II. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Town Council President Beye called the meeting of the Jamestown Town Council to order at 6:32 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue and led the Pledge of Allegiance.

A motion was made by Councilor M. White with a second by Councilor R. White to convene the Town Council Sitting as the Board of Water and Sewer. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

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

- A) Approval of Minutes; Review, Discussion, and/or Take Action and/or Vote:
- 1) February 21, 2023 (regular meeting)
 - 2) March 20, 2023 (regular meeting)

- B) Open Forum – Water & Sewer Matters

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 prohibit the Town Council from discussing, considering, or acting on any topic, statement, or question presented. The Town Council may, if warranted, refer such matters to an appropriate committee, to another body or official, or post the matter for consideration at a properly-noticed, future meeting.

- 1) Scheduled request to address - none
- 2) Non-scheduled request to address

- C) Report of Town Officials: Review, Discussion, and/or Take Action and/or Vote:
 - 1) Pumping Report
 - 2) Town Project Reports
 - a) Town Wells
 - b) Water Treatment Plant
 - c) Transfer Pumping/Reservoir
 - i) Water Supply System Management Plan
 - d) Distribution System
 - e) Wastewater Treatment Facility

- D) Letters and Communication: Review, Discussion, and/or Take Action and/or Vote:
 - 1) None.

- E) Unfinished Business: Review, Discussion, and/or Take Action and/or Vote:
 - 1) None

- F) New Business: Review, Discussion, and/or Take Action and/or Vote:
 - 1) Finance Director's Report: Comparison of Water Budget to Actuals as of March 31, 2023.
 - 2) Finance Director's Report: Comparison of Sewer Budget to Actuals as of March 31, 2023.

The Town Council Adjourns from sitting as the Board of Water and Sewer Commissioners
 President Beye asked for a moment of silence in honor of the tragic passing of Leah C. Rosin-Pritchard.

A motion was made by Councilor M. White with a second by Vice President Meagher to adjourn from sitting as the Board of Water And Sewer Commissioners. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

IV. 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 prohibit 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

Rob Packer, 51 Pennsylvania Avenue, expressed opposition to the prospect of the Senior Services Center relocating to Knowles Court. He stated that the current location and the lease of 6 West Street with the Grange are working, so why change course now?

President Beye asked if Mr. Packer has attended programs at 6 West Street. Mr. Packer stated no, but has plans to in the near future. President Beye gestured to senior residents present in the Chambers and suggested speaking to them about 6 West Street. Town staff is requesting permission to begin exploring options. The project is at a very preliminary stage and it would be premature to comment or debate.

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

- A) Review, Discussion, and/or Take Action and/or Vote regarding a Proclamation declaring May 8th through May 12th Jamestown Teacher Appreciation Week, Proclamation 2023-06

Councilor M. White read Proclamation 2023-06 declaring May 8th through May 12th Jamestown Teacher Appreciation Week.

A motion was made by Councilor M. White with a second by Vice President Meagher to approve Proclamation 2023-06, declaring May 8th through May 12th Jamestown Teacher Appreciation Week. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

A motion was made by Vice President Meagher with a second by Councilor M. White to convene as the Town Council sitting as the Alcohol Beverage Licensing Board. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

VI. 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.

- A) **Town Council Sitting as the Alcohol Beverage Licensing Board:** Request for a motion that the application listed below will be in order for hearing at a meeting of the Town Council sitting as the Alcohol Beverage Licensing Board on Monday, May 15, 2023 at 6:30 p.m. and advertised in the Jamestown Press, as provided under Title 3, Chapters 1-12 of the General Laws of Rhode Island 1956, and as amended, for an **EXPANSION OF USE** under said Act, for the period May 15, 2023, to November 30, 2023:

CLASS B-V – VICTUALER

Our Table LLC.

dba: Our Table

53 Narragansett Avenue

Jamestown, RI 02835

A motion was made by Vice President Meagher with a second by Councilor R. White to approve the request to advertise a Public Hearing for an Expansion of Use. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

A motion was made by Vice President Meagher with a second by Councilor M. White to adjourn from sitting as the Alcohol Beverage Licensing Board. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

The Town Council adjourns from sitting as the Alcohol Beverage Licensing Board.

- 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 Rotary Club
 Event: 47th Annual Jamestown Classic
 Date(s): October 8, 2023
 Location: Fort Getty Pavilion
 ii) Letter from Mark Holland/Jamestown Rotary Club (non-profit) requesting a waiver of the Fort Getty Pavilion fee; and/or payment for the police detail, by the Town of Jamestown for the 47th Annual Jamestown Classic Bike Race taking place on Sunday, October 8, 2023.

Discussion ensued. Interim Town Administrator Mello stated that in 2022 the application and request was granted for a waiver of a Jamestown Police detail. The event was moved to Sunday to reduce the financial burden on the Town for a Jamestown Police Detail. Subsequently, if a North Kingstown police detail was necessary the Jamestown Rotary Club would be responsible for that additional cost. Interim Town Administrator Mello would confirm this.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the one-day event license for the 47th Annual Jamestown Classic on October 8, 2023, at Fort Getty Pavilion; and to waive the Fort Getty Pavilion fee, and to waive the payment for a Jamestown police detail. Additional fees for North Kingstown police detail would not be waived. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- b) Applicant: Jamestown Arts Center (JAC)
 Event: In Conversation with Curator Laura Pan and Exhibition Artists
 Date(s): April 22, 2023, 3:00 p.m.-5:00 p.m.
 Location: JAC, 18 Valley Street

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the In Conversation with Curator Laura Pan and Exhibition Artists one-day event license on April 22, 2023, at the JAC, 18 Valley Street. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- c) Applicant: Jamestown Arts Center (JAC)
 Event: JAC Outloud: Poetry Reading
 Date(s): April 23, 2023, 3:00 p.m.-5:00 p.m.
 Location: JAC, 18 Valley Street

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the JAC Outloud Poetry Reading one-day event license on April 23, 2023, at the JAC, 18 Valley Street. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- d) Applicant: Jamestown Arts Center (JAC)
 Event: Trinity Brown MFA- The Taming of Hamlet & Imogen
 Date(s): April 29-30, 2023, 7:00 p.m.-8:30 p.m.
 Location: JAC, 18 Valley Street

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the Trinity Brown MFA – The Taming of Hamlet & Imogen event license on April 29-30, 2023, at the JAC, 18 Valley Street. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye

- e) Applicant: Jamestown Arts Center (JAC)
 Event: Newport Live with the Cary Morin Trio
 Date(s): May 12, 2023, 7:30 p.m.-9:30 p.m.
 Location: JAC, 18 Valley Street

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the Newport Live with the Cary Morin Trio one-day event license on May 12, 2023, at the JAC, 18 Valley Street. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye

VII. 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:

- A) Interim Town Administrator's Report: Edward A. Mello
 1) DEM Grant: Hull Cove Trail update

This was previously approved by the Town Council. We have executed the grant in the amount of \$67,000. This will allow for the purchase of the material to install a platform trail and improve trailhead and parking. The Parks and Recreation Department will be responsible for the construction with assistance from Public Works.

- 2) Safe Routes to School Grant update

This was previously approved by the Town Council. We have executed the grant in the amount of \$625,000. This project will allow for contracted work for the creation of a sidewalk in front of the library, the reconfiguration of the crosswalk on North Road at Watson Avenue, and the completion of a shared pathway connecting Watson Avenue (at Washington Avenue) to the Melrose School.

- 3) Solar Project Initiatives (New Business)

Requesting the Town Council to consider options related to solar power (new business).

- 4) Senior Center Project (New Business)

Requesting the Town Council to consider options related to a Senior Center Project (new business).

- 5) E-Permitting with OpenGov (Consent agenda)

Requesting Town Council approval of the contract with OpenGov which will allow all building permits to be filed electronically. The same project and contract will allow for the Town Clerks' Office to migrate all permits to an electronic filing process. Allow for further negotiation to migrate Harbor Permits to the new platform. (consent agenda). First-year development and implementation costs will be funded by the State of Rhode Island. Subsequent year

6) Hazard Mitigation Plan and Grant (Consent agenda)

Requesting Town Council approval to apply for a RI Emergency Management Grant in the amount of \$31,500 to be used to update the Hazard Mitigation Plan (consent agenda)

7) Golf Course Parking Lot Lighting update

The six (6) parking lot lights have been ordered with an expected installation in 6-8 weeks.

8) Arbor Day Ceremony scheduled for April 24 28, 2023

The Arbor Day Ceremony will take place at the Jamestown playground, on Friday, April 28, 2023, time to be determined. (10:00a.m.)

9) Town Clerk Roberta Fagan grant recipient

Town Clerk Roberta Fagan received two grants totaling \$700 to allow for her continued education toward certification from the New England Clerks Institute. (New England Municipal Clerk's Institute and Academy/NEMCI&A)

10) Employee Recognition: Karen Montoya, 25 years on April 20th and Denise Jennings, 35 years on April 27th

Denise Jennings and Karen Montoya were recognized for their years of service followed by applause.

VIII. UNFINISHED BUSINESS

A) Review, Discussion, and/or Action and/or Vote: Approval of the Mackerel Cove Beach Concessions Bid

1) Memorandum from Parks and Recreation Director Ray DeFalco to recommend the bid be awarded to Splash Dogz, LLC.

Director DeFalco gave a brief overview of the two bid applications received: Johnny Angels Clam Shack, LLC. bid of \$2100 and Splash Dogz, LLC. bid of \$800. It was noted that the higher bid application received from Johnny Angels Clam Shack LLC did not meet all the requirements. Splash Dogz, LLC submitted a completed bid application. He recommended awarding the 2023 Mackerel Cove Beach Concession Bid to Splash Dogz, LLC.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve awarding the 2023 Mackerel Cove Beach Concession bid to Splash Dogz, LLC.. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White. Aye.

Interim Town Administrator Mello stated a bid for lemonade concession at Mackerel Cove will be on a future agenda.

IX. NEW BUSINESS

A) Review, Discussion, and/or Action and/or Vote: Recommendation regarding the Jamestown Senior Center Future Plan as outlined in the Memorandum from Interim Town Administrator Mello:

1) Review, Discussion, and/or Action/and or Vote: Authorization of the Jamestown Senior Center initiative

2) Review, Discussion, and/or Action/and or Vote: Selection of the future site for the Jamestown Senior Center to be located at 6 West Street or 11 Knowles Court.

Discussion ensued.

Interim Town Administrator Mello gave the historic context of the Jamestown Senior Center and described potential options for the future. Town staff is requesting permission to explore options and permission to consult with an architect on the renovation of 6 West Street and/or the potential move to 11 Knowles Court. Senior Services Director Molly Rose addressed the Town Council and reviewed the current programmatic offerings. She stated she is grateful for the use of the Grange for the Senior Center. At times the use and capacity at the 6 West Street location can be limiting. Certain activities and/or health screenings would be better suited in a private room. Director Rose has visited other Rhode Island Senior Centers and noted some have a front desk. A front desk would streamline check-in, increase security, facilitate better service to visitors, and prevent disruption of programs.

Vice President Meagher suggested contacting Consultant Cathleen Carlin who assisted with the North Kingstown Senior Center.

Councilor M. White stated support for the initiative. He also encouraged Jamestowners to make suggestions in addition to objections. The proposed project is positive and necessary to better serve the community at large.

A motion was made by Vice President Meagher with a second by Councilor M. White to support the Jamestown Senior Center initiative and to explore viable options. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; Councilor R. White, Aye.

- B) Review, Discussion, and/or Action and/or Vote: Authorize Town staff to research and develop a plan for the future integration and/or adoption of solar renewable energy solutions for Town-owned facilities as outlined in the Memorandum from the Interim Town Administrator Mello.

Discussion ensued.

Interim Town Administrator Mello explained there are two options for the Town Council to explore to incorporate more renewables for town-owned properties. Five years ago Newport Renewables offered to assess Town owned assets to determine the potential of solar infrastructure buildout. Public Works Director Gray has re-engaged with Newport Renewables to explore solar infrastructure investment. The Town has also researched buying energy from solar producers through a broker. Both options could be adopted in the future.

Vice President Meagher agreed both options should be explored and stated the Town needs to lead by example.

A motion was made by Vice President Meagher with a second by Councilor M. White to authorize Town staff to research and develop a plan for the future integration and/or adoption of solar renewable energy solutions for Town-owned facilities as outlined in the Memorandum from the Interim Town Administrator Mello. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

Councilor R. White requested to pull out Consent Agenda A) Town Council Meeting Minutes, 3) March 29, 2023 (Special Meeting) and asked to amend page 3, bullet point Private Dockage which read "...the commercial rate of \$250 per season..." should be corrected to reflect "...the commercial rate of \$250 per linear foot per season (Katherine and/or Jamestown)." Town Clerk

Roberta Fagan stated that was a scrivener's error and would amend the minutes as requested.

Vice President Meagher also commented on items C) 1) and 2) under the consent agenda she found both items interesting. No further action is required.

A motion was made by Vice President Meagher with a second by Councilor M. White to accept the Consent Agenda as amended. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

X. CONSENT AGENDA

An item on the Consent Agenda need not be removed for simple clarification or correction of typographical errors. Approval of the Consent Agenda shall be equivalent to the 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 Meeting Minutes
 - 1) March 20, 2023 (Regular Meeting)
 - 2) March 23, 2023(Joint Budget Work Session)
 - 3) March 29, 2023 (Special meeting)

- B) Minutes of Boards/Commissions/Committees
 - 1) Affordable Housing Committee (February 15, 2023)

- C) Town of Jamestown as an abutter:
 - 1) Notice is hereby given that the Jamestown Zoning Board of Review will hold a Public Hearing on April 25, 2023, at the Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, Rhode Island at 7:00 p.m. upon the following:
Application of TPG Marinas Conanicut, LLC whose property is located at 260 Conanicus Avenue, and further identified as Tax Assessor's Plat 8, Lot 278-1 for a modification to a Special Use Permit granted under Article 6, Special Use Permits and Variances, Section 600 and 602. This application is made pursuant to the provisions of Section 82-302, Table 3-1, Permitted Uses of the Zoning Ordinance. The applicant seeks to create a management area and showroom inside the existing shed, known as the West Shed, for the boat yard. Said property is located in an R-20 zone and contains 433,904 square feet.
 - 2) Notice is hereby given that the Jamestown Zoning Board of Review will hold a Public Hearing on April 25, 2023, at the Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, Rhode Island at 7:00 p.m. upon the following:
Application of Scott W. Wynn and Susan H. Wynn, whose property is located at 71 Carr Lane (& 73), and further identified as Assessor's Plat 4, Lot 32 for a Special Use Permit pursuant to Article 7, Section 82-705, Alteration of Nonconforming Structure and Article 3, Section 82-303, Number of Residential Structures per lot. The applicants seek to add a 1,240-square-foot addition to the rear of 73 Carr Lane consisting of a main bedroom, main bathroom, family room, finished basement, and a swimming pool. The solitary relief sought with respect to the proposed addition and

swimming pool is to allow the continued use of the property with two residences. The 2nd building, the cottage, has always been a year-round rental. This said property is an RR200 zone and contains 80,586 square feet. All of the structures on this property, including the proposed addition and the swimming pool, are within all of the required setbacks and do not require a dimensional variance.

- D) Permission to authorize Interim Town Administrator Mello to sign the Hazard Mitigation Plan Grant Application to the Rhode Island Emergency Management Agency (RIEMA)/Federal Emergency Management Agency (FEMA)
- 1) Memorandum to the Town Council from Town Planner Lisa Bryer
 - 2) Hazard Mitigation Grant Program (HMGP) Planning Subapplication, Scope of Work, Funding Match Commitment letter, SF424-Congressional requirement, Budget Information- Non-Construction Program, and Assurances- Non-construction Program
- E) Permission to Authorize Interim Town Administrator Mello to sign the OpenGov Order Form for the design and deployment of e-permitting for the Town of Jamestown Building/Zoning Department, Town Clerk's office, and Harbor Office.
- F) Request from Public Works Director Michael Gray to the Town Council to approve the Paving Bid for the Jamestown Fire Station and Fort Getty Road at the Guard House to Cardi Corporation:
- 1) Memorandum from Public Works Director Michael Gray to recommend the bid be awarded to the lowest responsive bidder, Cardi Corporation for the following:
 - a) Item 1: Bituminous Surface Course \$150 per Ton
 - a) Item 2: Bituminous Binder Course \$150 per Ton
 - b) Item 3: Grading and Compaction \$2 per Square Yard
- G) Authorization of the Warrant and Resolutions for the June 5, 2023, Financial Town Meeting (Warrants are routine in matter as they relate to setting the tax rate.)
- 1) Resolution Number 1: Sewer Line Frontage Tax Rate (.68 cents per linear foot, included on the tax bill for homes in the Sewer district)
 - 2) Resolution Number 2: Borrowing in Anticipation of Taxes (Authorizes the Town the ability to borrow funds in anticipation of the 1st quarter's taxes being due.)
 - 3) Resolution Number 3: Disposition of Collected Back Taxes (All back taxes to be placed in the General Fund at time of receipt.)
 - 4) Resolution Number 4: Setting the Tax Rate (Actual rate to be determined within a range at the FTM.)
 - 5) Resolution Number 5: Up to \$275,000 Borrowing for Police Station Building Improvements/Efficient Building Project Through Issuance of Bonds.
 - 6) Resolution Number 6: Up to \$985,000 Borrowing for Highway Equipment

Through Issuance of Bonds.

- H) Proclamation 2023-07: Recognizing James “Jim” R. Bryer, Jr.
- I) Finance Director’s Report: Comparison Budget to Actuals as of March 31, 2023.

Communications were acknowledged.

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) Communications Received:
 - 1) Copy of Email to: Town Council
From: Dan Lilly
Dated: March 22, 2023
Re: Mackerel Cove Concession
 - 2) Copy of Email to: Town Council Members
From: Denise Rounds
Dated: April 3, 2023
Re: Combined Town and School Budget
- B) Resolutions from other Rhode Island Cities and Towns:
 - 1) Town of Charlestown: Resolution in Support of House Bill 2023- H5788 An Act Relating to State Affairs and Government Tourism and Development.
 - 2) Town of Charlestown- Resolution in Support of House Bill 2023- H 6119 and Senate Bill 2023- S 0516 An Act Relating to Human Services – Medical Assistance.
 - 3) City of Woonsocket: Resolution in Support of House Bill 5160 & Senate Bill 0175, Regarding Payday Lending Reform

XII. ADJOURNMENT

A motion was made by Vice President Meagher with a second by Councilor M. White to adjourn at 7:23 p.m. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

Attest:

Roberta J. Fagan, Town Clerk

Approved as written
BIKE COMMITTEE MINUTES
February 10, 2023
9:00 AM
Jamestown Town Hall
93 Narragansett Ave.

I. Call to Order and Roll Call

The meeting was called to order at 9:06am and the following members were present: Julie Kallfelz, Rip Smith, Jeremy Collie, Samira Hakki, Joyce Antonello, John Hammel, Lisa Bryer – Town Planner, Jean Lambert – Public Works, Erik Brine – Town Council Representative
Not present: Steve Engberg

II. Approval of Minutes from January 12, 2023 – Review, Discussion, and/or Action and/or Vote

A motion was moved by Kallfelz and seconded by Hakki to approve the minutes as written. All in favor.

III. Discuss Strengths, Weaknesses, Opportunities and Threats Analysis of Potential Bike Path - Review, Discussion, and/or Action and/or Vote

Bryer created a compiled spreadsheet with all data from individual sheets that each person was working out. The last sections were discussed. Bryer will create a draft outline of the plan. Hakki would like a priority list created so when future work is done on roads, the list can be incorporated. Smith would like to prioritize sections from the SWOT analysis.

Discussion of the plan ensued. The goal is to have a more formalized plan of North Road, have dates and who is in charge attached to road projects, educate/negotiate with land owners for bike paths, road paving, and list of priorities. Bryer is not sure what the Town's budget is for road paving. The budget will be discussed at Town Council meetings in upcoming months and committee members can go to the meetings to advocate of the bike path. Bryer will ask Mike Gray, Director of Public Works, to come to a future meeting. A question was asked if the Bike Path can be integrated into the Energy Plan? Bryer said that the Energy Plan is more about the municipality. However, there are ways to encourage residents to start looking at energy efficiency and biking is part of sustainability. Once the plan is complete the committee can ask the Town Council for funds to hire a consultant to calculate cost estimates for implementation.

Bike Path Committee Minutes
February 10, 2023
Page 2 of 2

Discussion of speed ensued. Driving 25 mph on roads in Jamestown is very slow. It feels like most people are driving at least 40 mph.

Kolb will ask Chief Mello about pedestrian accidents from East Shore Road to North Main Road to Eldred Ave?

Discussion of State roads, construction on North Road and storm drains in ditches ensued. It was decided the Eric Weis, Bicycle & Pedestrian Coordinator with RIDOT will be invited to a future meeting.

Discussion of grants ensued. Most grants require a Town Match and the Town uses funds for labor and materials when they can. The committee can not apply for a grant without the approval of the Town Council due to needing matching funds. Brine said that there are federal transportation funds available now.

Discussion about the National Bike Summit in Washington, DC ensued. Town staff members are not able to attend the summit this year. A virtual admission will be purchased so staff can attend online.

Bryer gave an update on Safe Routes to School (STRS) grant. She sent in the final bid documents and is waiting to hear back. Then the project will go out to bid. She is hoping to hear back in the next month or two.

Bryer talked with Chief Mello regarding biking across Jamestown Bridge on Earth Day. RIDOT, Turnpike Authority, and town police details would work together. A formal request needs to come from this Committee to ask the Town Council. Brine said that the Town Council will ask how much this will cost. Hakki will put together a request letter and send to Bryer.

Discussion on inventory of bike racks ensued. Committee members were asked to take notice of where bike racks are in town. The Rotary Club was the group that did the bike racks and the question was raised do they still do them?

IV. Future Meetings – Review, Discussion, and/or Action and/or Vote

The next meeting March 10, 2023. Hakki and Collie are unavailable. Brine will be sporadic from now to July.

V. Adjournment

A motion to adjourn at 10:30am was moved by Hakki and seconded by Lambert. All in favor.

JAMESTOWN HOUSING AUTHORITY
Board of Commissioners
Wednesday, March 8, 2023, Meeting Minutes

The Commissioners of the Jamestown Housing Authority met in regular session at 9:00 a.m. on March 8, 2023. The members were able to declare a quorum.

CALL TO ORDER 9:03 a.m.; ROLL CALL by Executive Director Nikki Vazquez
Chairwoman: Lisa Rafferty – Present
Vice-Chair: Joe Cannon – Present
Commissioner: Susan Romano - Present
Commissioner: Bob Plain – Present
Commissioner: Gerald Precious- Present

Also in Attendance: Nikki Vazquez- Executive Director, Louise Marcus Esq, Bethany Hashway

Public Present: Coffee Bell, Bernie Courtney

A motion was made by Commissioner Romano to approve the minutes of the regular monthly meeting held on January 18, 2023. This motion was seconded by Vice Chair Cannon and unanimously passed.

Communications

February 13, 2023 -Senator Reed Press Release
Letter of Support- Town Administrator Mello

A motion was made by Commissioner Romano to approve the communications. This motion was seconded by Vice Chair Cannon and unanimously passed.

Emergency Grant Communications - A motion was made by Commissioner Romano to approve the communications. This motion was seconded by Vice Chair Cannon and unanimously passed.

CDBG Bathroom Renovation- A motion was made by Commissioner Romano to approve the communications. This motion was seconded by Commissioner Precious and passed 4-1 with Commissioner Plain recused himself.

Executive Director's Report

A motion was made by Commissioner Romano to approve the Executive Director's Report. This motion was seconded by Commissioner Plain and unanimously passed.

Action Item

- a. Bills January 2023 Bills - A motion was made by Commissioner Romano to approve the January 2023 Bills. The motion was seconded by Vice Chair Cannon and unanimously carried.
- b. Bills February 2023 Bills- A motion was made by Commissioner Romano to approve the February 2023 Bills. The motion was seconded by Vice Chair Cannon and unanimously carried.

Commissioner Reports and Requests

Commissioner Romano mentioned that Friends of Jamestown Housing are working on a Christmas in July Fundraiser, details forthcoming.

ED Vazquez mentioned FOJHA will be listed on 401 Gives where the public can donate to Friends of Jamestown Housing.

Commissioner Plain brought up how resident Coffee Bell recently held a coat drive and 11 bags were collected. He suggested may next year we can help her out.

Chairwoman Rafferty mentioned that her and Commissioner Romano are going to be updating the Personnel Policy.

PUBLIC COMMENT:

Bernie Courtney- Gave a Congratulations to the commissioners for getting certified. Ms. Courtney mentioned she wants the board to put a parking policy in place. Would like them to be based on move-in date. Ms. Courtney mentioned that residents give spots away, and that spots opened with no one assigned to them.

Coffee Bell- Ms. Bell mentioned that the bathroom contract in the past had been awarded then let go. She also mentioned that if you need artist vendors for the Christmas in July fundraiser she is interested.

Executive Session

Per the RI OMA RIGL Section 42-46-501, the Board will meet in closed session to clarify and discuss the job performance and duties of the Executive Director. Any person to be discussed has been so notified.

Motion to go into executive session was made by Commissioner Romano. This motion was seconded by Commissioner Precious at 10:02am.

Vice Chair Cannon made a motion to close the executive session. Commissioner Precious seconded the motion and unanimously carried.

Vice Chair Cannon made a motion to Sign and Seal the closed session minutes. Commissioner Precious seconded the motion and unanimously carried.

Upon returning to Open Session Chairwoman Rafferty stated that the board approved the employment agreement for the Executive Director, and they also approved a salary change for the Executive Director with an increase in hours.

Motion to adjourn the meeting was made by Commissioner Romano, this motion was seconded by Vice Chair Cannon and unanimously carried. Meeting adjourned at 10:45am.

**TOWN OF JAMESTOWN
HARBOR COMMISSION**

Minutes of the March 8, 2023 meeting of the Jamestown Harbor Commission.

Approved: 4/12/23

A meeting of the Jamestown Harbor Commission (JHC) was held Wednesday, March 8, 2023 at 5:00 p.m. in the Town Council Chambers of the Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, Rhode Island.

I. Call to Order and Roll Call

Chairman Wayne Banks called the meeting to order at 5:00 p.m.

Present:

Wayne Banks, Chairman
Michael Junge, Vice-Chairman
Dan Wurzbacher, Commissioner
Steven Bois, Commissioner
Jessica McCarthy, Commissioner
Sue Romano, Commissioner

Absent:

Eric Lexow, Commissioner

Also in Attendance:

Edward Mello, Executive Director
Joan Rich, Harbor Clerk
Wyatt Brochu, Town Solicitor
Randall White, Town Council Liaison
Bob Laman, Conservation Commission Liaison

Chairman Banks made a motion to reorder the agenda and move discussion of Old Business to just after approval of the minutes and Vice-Chairman Junge seconded. So voted: 6 ayes, 0 nay.

II. Approval of Meeting Minutes – Review, discussion, and/or potential action and/or vote

A. Wednesday, February 8, 2023

Chairman Banks moved to accept the minutes of the February 8, 2023 meeting of the Jamestown Harbor Commission and Vice-Chairman Junge seconded. So voted: 6 ayes, 0 nay.

III. Old Business

A. Update on the use of Town-Owned Docks at East Ferry by CMS/Jamestown-Newport Ferry – Statement from Town Council President Nancy Beye – Review, discussion, and/or potential action and/or vote

Executive Director Mello summarized the status of the ongoing agenda item of the use of a town-owned dock at East Ferry by the CMS/Jamestown-Newport Ferry and how it overlaps with the Harbor Commission's objectives to the boating public. There has been significant discussion and public comment regarding the use of the docks by the ferry that were started by the Harbor Commission because of the perceived occupation at the end of 2021 by the ferry operator. CMS came to the Harbor Commission on a few different occasions to come to a resolution of the matter and those efforts were unsuccessful. At that time the then Town Administrator, Jamie Hainsworth, Executive Director Mello and Chairman Banks were tasked by the Harbor Commission and later, the Town Council, to work with CMS towards a resolution. Several meetings occurred but the discussions were unproductive. CMS then asked to meet with the Town Council in Executive Session to continue the talks. There were several more meetings, and the last one occurred on February 28, 2023 when the Town Council and CMS could not come to an agreement. The disagreements were over ownership of the concrete float, cost and term of the lease, and public access/public touch and go dock space.

Executive Director Mello prepared a power point presentation (it is currently available on the town website - www.jamestownri.gov). Michael Junge asked that a copy of the power point slides be included in the minutes. The presentation showed the location of the touch and go docks, the north and south boat basins, and who owned and leased what portion. It also includes a timeline of events that have occurred from 2017, when CMS approached the Harbor Commission with their plan to replace the public touch and go dock next to the old ferry landing with a concrete float, and reconfigure the wood-pile pier with a ramp to the concrete float, up through the use of the concrete float by the ferries in 2022. Vice-Chairman Junge pointed out that the diagram showing the delineation of marina spaces as far as the touch and go docks are concerned is not the same as the diagram contained in the lease signed in 2016.

There was a question from Commissioner Romano regarding one of the quotes listed on Slide 4 that was attributed to Bill Munger of CMS that public access was affirmed in the discussions in the December, 2017 meeting. There was also much discussion about Vice-Chairman Junge's statement regarding the marina spaces in the 2016 lease and Slide 3 in the presentation, and he objected to the use of the image in Slide 3 because it is not the same image in the 2016 lease. He also asked how the figure of \$12,000 per year for the lease was arrived at. Executive Director Mello replied that it was based on Newport's overnight dock rate of \$225/foot plus a \$750 landing fee.

Chairman Banks stated that he and Commissioner Wurzbacher were on the Harbor Commission in 2017 and at the time, the Town had a touch and go dock that was not in very good condition,

but had use of both sides for small boats. It was his understanding that they would trade that dock for the new concrete float and the Town/public would be able to use one side of it, and the Town/public didn't get anything. Commissioner Wurzbacher agreed that public access was agreed to during the discussions but it never materialized. Commissioner Bois also stated that he has articulated his concern during the discussions that for boaters trying to tie up to the outer touch and go docks, it can be dangerous when the wind and seas are up, and boaters should be able to access the inner touch and go, especially when conditions are less than ideal.

IV. Open Forum

A. Scheduled Requests to Address

There were no scheduled requests to address.

B. Non-Scheduled Requests to Address

Christian Infantolino spoke on behalf of CMS as its attorney and stated that CMS had provided the Town Council with multiple counter-offers to the licensing agreement offered by the Town. He presented another offer to the Harbor Commission and asked it to recommend that the Town Council re-open negotiations with CMS and to also recommend that the Town Council enter into mediation with CMS in order to resolve the ownership issues of the concrete floating dock.

Paul Sprague of Mast Street spoke next, apparently also on behalf of CMS, and discussed the lease between the Town and CMS, which then transferred to TPG upon the sale of the business from CMS to TPG. He claimed the ferry was leasing the concrete float from TPG and Commissioner Bois stated that he had asked Mr. Munger last summer if the ferry was leasing the space from TPG and if he could provide any evidence of such lease. Mr. Munger did not remember Commissioner Bois' request and then he and Vice-Chairman Junge asked again to see the documentation of a lease between TPG and the ferry. Mr. Sprague also stated that the concrete float is specifically for the use of the ferry, but claimed the area is public space and the public and boaters have never been barred from using the float. Vice-Chairman Junge, Commissioner Bois and Commissioner McCarthy disputed the statement that the public has not been barred using the float at the wood pile pier because they witnessed people being turned away or were told personally they could not walk down the dock.

The next speaker was Randall White of Westwood Road. Mr. White is a Town Councilman and the liaison to the Harbor Committee, but was not speaking in his role of liaison. He stated that the issue of the ferry negotiations was not on the Town Council agenda for the Monday, March 6, 2023 meeting because the Town Council had rejected Mr. Munger's latest proposal and there was nothing more to discuss. He also refuted Mr. Munger's statements that the negotiations were held behind closed door in Executive Session by stating that Mr. Munger was present at the Executive Sessions and that Mr. Munger had asked for the meetings to be in Executive Session. Mr. White also discussed the meeting of December 13, 2017 and that the mutual expectations of the Harbor Committee and Mr. Munger had perhaps not been articulated as much as they should have been. He also stated that Monday night he was served notice that

the ferry company intended to sue the Town and possibly himself personally, and that did not engender feelings of cooperation or good faith. Mr. Infantolino replied the letter was a statutory notice that must be filed 40 days prior to any suit being filed and to preserve the rights of the ferry. There was much discussion with comments from Commissioner Romano and Commissioner McCarthy that the Harbor Commission's role is to protect public access to the shore/waterfront and that decisions must be based on that protection. There was further discussion about the negotiations and the possibility of reopening them.

Joan Goldstein of Beavertail Road spoke next as a representative of the Chamber of Commerce in support of the ferry. The Chamber's mission is to preserve and support the businesses in Jamestown. She stated that many of the local businesses are concerned about the impact that not having the ferry land in Jamestown will have. Successful, thriving, businesses are a sign of a healthy community, and the ferry helps then achieve that goal. Ms. Goldstein believes that the ferry does provide public access to the water for tourists and others who do not have boats.

Ted Walls of East Shore Road stated that last summer he and his family had gotten ice cream and attempted to walk out toward the end of the dock when they were turned away by someone telling them the dock was for the ferry and they were not allowed out there. Mr. Walls got the impression Jamestown was not open for business and feels the signage at the dock should be that it is primarily for public access and secondary to that, there is a ferry.

Marilyn Munger spoke as a business owner and stated the ferry is public access. 13,000 people came to Jamestown last year on the ferry and they stop to eat, they shop, they spend money. She and her coworkers know when the ferry has arrived by the amount of people on the street. The ferry passengers support the local economy and Ms. Munger stated "you've got to fix this".

Commissioner McCarthy commented that the real issue is public access to the limited shoreline and ownership of the pier. It is not about saving the ferry. There was some discussion.

Michael White spoke next. He has been on the Town Council for 16 years and stated that, as evidenced by the discussions tonight, the Town Council and Mr. Munger do not agree, and Mr. White does not see any way of them coming to an agreement. There are differing opinions about public access and ownership, and there may not be a way of resolving the issues without some type of litigation. There was some discussion.

Vice-Chairman Junge made a motion that the Harbor Commission recommend to the Town Council that it reenter negotiations with the Jamestown-Newport Ferry and that the negotiations include the licensure or lease, whatever the appropriate legal term is, remove language about the concrete float, that they include usage of the south side of the wood pile pier for events, that they include public access to the concrete float but not to interfere with the ferry, and they include TPG as part of the agreement since TPG is the operator and leaseholder of the marine terminal. Chairman Banks seconded the motion and there was some discussion. So voted: Chairman Banks, No; Vice-Chairman Junge, Aye; Commissioner Wurzbacher, No;

Commissioner Bois, Aye; Commissioner McCarthy, No; Commissioner Romano, No. The motion failed.

Chairman Banks closed discussion in Open Forum.

Commissioner Wurzbacher made a motion that the Harbor Commission recommend to the Town Council that they reengage with CMS in mediation with the goal of trying to reimplement ferry service in a mutually agreeable form at a minimum for this season. Chairman Banks seconded the motion. Commissioner Romano wanted to amend the motion to put a validity date on the offer so there is motivation to negotiate. So voted: Chairman Banks, Aye; Vice-Chairman Junge, Aye; Commissioner Wurzbacher, Aye; Commissioner Bois, Aye; Commissioner McCarthy, Aye; Commissioner Romano, Aye. The motion carried.

V. Executive Director's Report

Executive Director Mello had nothing to report but asked for feedback on the possibility of restructuring the role of the Executive Director and the Harbor Department. He does not feel that having the Police Chief as the director is in the best interest of the division because there are management decisions, a lot of moving parts, grant opportunities, initiatives with DEM and CRMC, and the Gould and Dutch Island projects, and these could get more attention with someone who does not necessarily have to be full-time, but whose primary focus would be the Harbor Department. Some discussion ensued.

VI. Harbormaster Report

There was no Harbormaster's report this month.

VII. Year-to-Date Financial Report – Review, discussion, and/or potential action and/or vote

The year-to-date financial report was included in the monthly packets. Some discussion ensued.

VIII. Sub-Committee Reports

A. Budget – E. Lexow – Review, discussion, and/or potential action and/or vote

Commissioner Lexow was not present.

B. Facilities – W. Banks and D. Wurzbacher – Review, discussion, and/or potential action and/or vote

To be discussed under item B of New Business. Executive Director Mello received a proposal from Beta Corporation to perform a structural analysis of the Ft. Getty pier and will discuss it next month.

C. Mooring Implementation – W. Banks – Review, discussion, and/or potential action and/or vote

Chairman Banks had nothing to report.

D. Gould Island Restoration – W. Banks and S. Bois – Review, discussion, and/or potential action and/or vote

The Gould Island Restoration Committee has a meeting on Thursday, March 9, 2023 with a professor from Salve Regina University who is an environmental engineer and a meeting in two weeks with Save the Bay. These are informational meetings. Some discussion ensued.

IX. Liaison Reports

A. Conservation Commission Liaison Report – B. Laman – Review, discussion, and/or potential action and/or vote

Mr. Laman introduced himself as the new liaison from the Conservation Commission.

B. Town Council Liaison Report – R. White – Review, discussion, and/or potential action and/or vote

Mr. White had nothing to report.

X. Old Business

B. Mooring/Permit Fees of Narraganset Bay Communities – Review, discussion, and/or potential action and/or vote

Mooring rates from North Kingstown, Portsmouth, Bristol, and Newport were included in the monthly packet. Vice-Chairman Junge would like to know what the commercial operators are charging their customers. Some discussion ensued. Chairman Banks asked that mooring rates be placed on next month's agenda.

XI. Correspondence

There was no correspondence.

XII. New Business

A. Appointment of New Harbormaster – Review, discussion, and/or potential action and/or vote

Executive Director Mello welcomed Steven Bois as the new Harbormaster. Mark Campbell assisted Executive Director Mello in the interview process and several candidates were interviewed, but they felt that Steven brings the right combination of experience and qualifications. Some discussion ensued.

B. Installation of New Floats at East Ferry – Review, discussion, and/or potential action and/or vote

Chairman Banks and Commissioner Wurzbacher agreed to discuss this at next month's meeting.

C. Permit Forfeiture Appeals (if necessary) – Review, discussion, and/or potential action and/or vote

There were no forfeiture appeals.

XIII. Open Forum – Continued (if necessary) – Review, discussion, and/or potential action and/or vote

Vice-Chairman Junge asked about the Harbor Management Plan, which is due this year. Executive Director Mello has been in contact with Kevin Cute, who manages the process for CRMC and is waiting to hear from him about the deadline. There was some discussion.

Rob Packer of Pennsylvania Avenue informed the commission that the hose was missing from the inner pumpout station on the dock at East Ferry last spring when the pumpouts were commissioned. He spoke to the previous Harbormaster, Glenn Skalubinski, about the missing hose and offered to assist him in the procurement of new equipment. Apparently the hose was never installed on that pumpout station, in violation on DEM regulations, and Mr. Packer wanted to know why it was never installed. Executive Director Mello stated the hose was never installed on that pumpout because there was no access to the public for its use.

XIV. Adjournment

There being no further business, Chairman Banks adjourned the meeting at 7:22 p.m.

Attest,



Joan Rich, Harbor Clerk

Approved as amended
PLANNING COMMISSION MINUTES
March 15, 2023

6:00 PM – Planning Commission Meeting
7:00 PM - Planning Commission Public Workshop for
Zoning Ordinance Update

Jamestown Town Hall
93 Narragansett Ave.

I. Call to Order and Roll Call

The meeting was called to order at 6:00pm and the following members were present:

Michael Swistak – Chair	Duncan Pendlebury – Vice Chair
Mick Cochran	Rosemary Enright - Secretary
Diane Harrison	Bernie Pfeiffer
Dana Prestigiacomo	

Also present:

Lisa Bryer, AICP – Town Planner
Carrie Kolb – Planning Assistant
Wyatt Brochu, Esq. – Ruggiero, Brochu & Petrarca
Enrico DeGregorio – DiGregorio Corporation
Sam Crisafulli - DeGregorio – DiGregorio Corporation
Anthony DeGregorio – DiGregorio Corporation
Christian Infantolino, Esq. – Murphy, Prior & Infantolino
Robert Bailey – Lila Delman Compass
Alma Davenport
Robert Minutti
Bob Plain

II. Citizen’s Non-Agenda Item - none

III. Correspondence

1. **Memo to Zoning Board of Review - Our Table –53 Narragansett Ave., Plat 9 Lot 207, Jamestown Village Special Development district, Jamestown Zoning Ordinance Article 11, Amendment to the 2021 Development Plan -Discussion, Review and Approval and**

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Recommendation to Zoning Board on Special Use Permit for liquor (outdoor seating) and Variance for Parking (reduced due to proposed outdoor seating).
 Correspondence recognized as received.

IV. Reports

- Planner's Report
 - Future meetings – topics and applications

V. New Business

1. **Gail and John Redmond, 148 Narragansett Avenue, Plat 8 Lot 76, Jamestown, RI – Development Plan Review for construction of a detached garage in Jamestown Village Special Development District per Jamestown Zoning Ordinance Article 11 Section 82-1100 – Review, Discussion, and/or Action and/or Vote.**

Commissioner Swistak recused himself for the application and Commissioner Pendlebury assumed chair for the application.

Christian Infantolino, Esq represented the applicants. The Development Plan Review application is for an undersized corner lot located in an R-20 zone within the Jamestown Village Special Development District. The proposed plans are to construct a one-car garage. The location of the structure is proposed to be where the previous garage was and it was taken down 10 years ago. There are still cobblestone and pavers from the previous garage that the proposed structure will utilize. The proposed garage is consistent in size and location with other garages in the neighborhood.

The variances requested are:

- 2 feet on Lawn Avenue where 35 feet is required, as a secondary front
- 4 feet off Northern Property Line where 10 feet is required, as a side property line.

The three reasons for the location of the garage:

1. Applicants are trying to preserve a 50-foot Norway maple tree. A letter from arborist, Aaron Lavoie, recommends keeping the structure far enough away from the tree roots and the use of Sonotubes to reduce the amount of soil disturbance;
2. The proposed structure is similar to the structure that was there in the past, and it is consistent with other garages in the area;
3. Constructing the proposed garage where the previous garage was allows the applicants to utilize the existing brick and cobblestone.

Infantolino advised the Planning Commission that Bob Bailey was present at the meeting in the capacity of a real estate expert if there are any questions for Zoning.

Commissioner Pfeiffer was the TRC representative for the application. He stated that the amount of space available and locations for structure were discussed. The TRC voted to approve

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the Development Plan review. The TRC also stated that they did not have any objections to the variance request.

Discussion ensued about the variances requested. Commissioner Pendlebury cited previous Zoning Board rulings and asked/stated:

1. Could the structure move to the East to reduce the 33-feet of relief requested?
2. Two-foot setback is a struggle.

Infantolino replied that the primary house is 3-feet off the property line. The applicant is trying to utilize the existing driveway. The applicant is not moving the structure eastward due to the tree root system and dripline of the large 50-foot Norway maple tree in the yard. The garage will utilize Sonotubes to help preserve the tree.

Commissioner Cochran asked if the garage could be built 6-feet south to make it more in compliance with setbacks?

Infantolino said again that the location of the proposed garage is where the previous structure was and that the applicants are trying to stay as far away from the root system of the tree as possible.

Discussion of the Norway maple tree ensued. Commissioner Enright asked if the applicant knew Norway maple are an invasive species in Rhode Island? Infantolino said that there has been a lot of talk of saving the tree and he is not an expert on trees. Commissioner Prestigiacoimo noted that the applicants may have to make a choice.

Discussion of existing conditions ensued. Commissioner Pendlebury said that the fact that was a garage on the property in the past does not make it an existing condition.

Discussion regarding the fence ensued. Commissioner Harrison asked if the fence went to the end of the property line? Bailey said that the fence itself is 42-feet and it will be altered to build the garage.

Discussion on lot coverage and lot size ensued. Infantolino stated that the applicant is under the lot coverage. The lot is an undersized lot.

A motion was moved by Commissioner Pfeiffer and seconded by Commissioner Cochran as follows:

To approve the Development Plan for the construction of a detached garage in Jamestown Village Special Development District per Jamestown Zoning Ordinance Article II Section 82-1100.

The motion to approve **failed** in a 1-5 vote. The Planning Commission requests that the applicant come back with a request for **less relief**. The motion to approve, which failed, is as follows and was based on the following findings of fact, and subject to the following conditions of approval:

Findings of Fact:

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1. This application proposes to construct a one-car detached garage;
2. The application is seeking setback relief for a corner lot: secondary front (off Lawn Avenue) of 2 feet where 35 feet is required and side setback of 4 feet where 10 feet is required;
3. The Technical Review Committee (TRC) reviewed this application on March 14, 2023 and made a recommendation for approval of the development plan and did not object to the variances requested;
4. The applicant's representatives, Christian Infantolino, Esq, of Murphy, Prior and Infantolino and Robert Bailey of Lila Delman Compass were present at the Planning Commission meeting representing the application at the Planning Commission Meeting on March 15, 2023;
5. Aaron Lavoie of Stanley Tree Service, Inc., submitted a letter recommending that any proposed construction have the lowest impact as possible for the 50-foot Norway Maple tree located on the property;
6. Norway Maple is an invasive species;

Conditions of Approval:

1. The one-car garage shall be built according to the plans;
2. There is not future expansion of the garage.

So voted:

Commissioner Pendlebury – no	Commissioner Cochran – no
Commissioner Enright – no	Commissioner Harrison – no
Commissioner Pfeiffer – aye	Commissioner Prestigiacomo – no

Motion failed 1-5

Infantolino said that they will come back with an arborist, and the clients will go back to the drawing boards to have a successful application.

Commissioner Swistak asked if the applicant can or cannot go to the Zoning Board as the next step? Solicitor Brochu said that the application needs development plan approval and the applicant can appeal the Planning Board's decision to the Zoning Board if they wish.

- 2. 29 Narragansett Ave, AP 9 Lot 631, Jamestown, RI.– Development Plan Review for change to existing development plan. Addition of elevator shaft to the roof in the Jamestown Village Special Development District, CD Zoning District – Review, Discussion, and/or Action and/or Vote.**

Commissioner Swistak resumed position as Chair.

Enrico DiGregorio, DiGregorio Corporation, 23 Business Park Drive, Smithfield, RI, stated that the project at 29 Narragansett Avenue is proposing to add 4 generators on the roof and an elevator to the roof top to reach the mechanicals. The elevator shaft, as proposed, will have the

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same stone work that is at the base of the building and will look like a chimney. The door from the elevator shaft will open to Narragansett Avenue, however it will not be visible. There is a flat area on the roof and the elevator shaft comes up to the flat spot. An architect and engineer created the plans. It is common to lose power in Jamestown and it's nice to have a generator as an added feature. DeGregorio stated that there will be four propane powered generators, one for each unit. There will also be air handlers and compressors on the roof. The elevator will be a shaft driven elevator.

Discussion of height and sightlines ensued. The height of the elevator shaft will be 8 feet above the flat roof of the building, which is between ridgelines. For safety reasons, there will be a 42-inch railing around the mechanicals and the railing will not be visible due to the ridgelines and that it is set back from the edge.

Commissioner Swistak stated for the record that he and Commissioner Pfeiffer sat at the TRC meeting. They asked if there was another place for the mechanicals? If located on the ground level, the mechanicals would take up parking spaces. Air handlers (and mechanicals) on the roof are a better idea. Peter Medeiros, Jamestown Building Official, said at the meeting that an elevator to the roof is better than a hatch. An elevator on the roof is allowed by zoning and exempt in Jamestown from height restrictions; an example is at the golf course. The request is being reviewed since it is a change to the approved development plan.

Discussion of access ensued. The tenants and public will not have access to the roof. The elevators will be programmed so tenants cannot access the roof.

Discussion of maintenance and noise level ensued. The generators have to be cycled once a week. A condition of approval will be that they are cycled between Monday – Friday from 9am-5pm. The air handlers will have yearly maintenance and the generators will have twice a year maintenance. The generators will not be heard from the street due to the height of the roof. If they were located at ground level, the noise level would be similar to a lawn mower.

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

At a meeting of the Jamestown Planning Commission on March 15, 2023, the application of 29 Narragansett Avenue, AP 9 Lot 631, Jamestown, RI for the addition of an elevator shaft rising 8 feet above the flat roof of the building, was reviewed and approved and the Planning Commission hereby grants an amendment to the approved Development Plan based on the following findings of fact and subject to the following conditions of approval:

Findings of fact:

1. The application for a new building was previously reviewed under the standards of Zoning Ordinance Article 11 as a new use and granted approval by the Planning Commission on

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August 4, 2022;

2. This application was reviewed by the TRC on March 14, 2023 and the Planning Commission on March 15, 2023;
3. The use, an elevator penthouse, is permitted under Zoning Ordinance Section 305 as an exception to the height regulations since the penthouse structure meets the intent of this section in terms of its setbacks including the final height being under 50' (40' 3/8");
4. The applicant was representing by Enrico DeGregorio, DeGregorio Corporation;
5. The following information was provided for the current application:
 - 3 Elevation plans with mockup of elevator shaft
 - 7 Photographs
 - Roof plan dated revised 10-31-23 and amended to show the location of the elevator and safety fencing on the roof, handed out at the Planning Commission meeting on 3/15/23
6. The proposed improvements consist of:
 Extending the elevator shaft from the second floor up to the roof for the purposes of adding four (4) generator and air handlers to the roof;
7. If generators were installed at ground level the project would loose two (2) parking spaces;
8. The generators and air handlers will be added to the flat roof area;
9. The elevator shaft will not have the hipped roof as shown;
10. The roof will be accessed only for maintenance purposes;
11. Safety railings are necessary for access on the roof;
12. The load capacity was approved by structural engineer engaged by DiGregorio Corp:

Conditions of Approval

1. The Mechanical equipment (generators and air handlers) shall be on the flat area of the roof;
2. The tenants, residents and general public shall not have access to the roof where the generators will be serviced approximately two times per year and the air handlers as needed;
3. The elevator shaft will be approximately 8 feet above the flat roof surface;
4. The elevator shaft shall be stone faced as shown on the plans;
5. The elevator shaft shall not have a hip roof, but be flat, resembling a stone chimney;
6. The overall height of the elevator shaft shall not exceed 40 feet 3/8 inch;
7. The safety railing will be no higher than 42 inches from the flat roof and shall not be seen from the ground level;
8. The testing (cycling) of the generators shall between Monday-Friday from 9:00am-5:00pm;
9. Applicant must submit detailed plans to building inspector for approval of these improvement.

So voted:

Commissioner Pendlebury – aye	Commissioner Cochran – aye
Commissioner Enright – aye	Commissioner Harrison – aye
Commissioner Pfeiffer – aye	Commissioner Prestigiaco – aye
Commissioner Swistak – aye	

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Motion carries 7-0

VI. Old Business

1. Public Workshop - Zoning Ordinance Update review, discussion and/or action and/or vote

A. Zoning Ordinance presentation from Jeff Davis of Horsley Witten

Bryer welcomes everyone to the workshop and explained that there are two nights for workshops. Bryer explained the process for the Zoning Ordinance Update: the Planning Commission drafts the Zoning Ordinance and holds Public Workshops. Then the Zoning Ordinance goes to the Town Council, and they Approve them. Then the Zoning Official enforces the Zoning Ordinances. It is one of the rare instances in Town where three bodies are involved in the process.

Bryer introduced Jeff Davis with Horsley Witten Group.

Davis presented:

- Brief timeline of Zoning Ordinance
- Tonight's discussion outline
- Description on how definitions were updated
- Examples of definitions that are additions to the Zoning Ordinance
- Table of Permitted Uses described and shown
- R40 and R80 Zoning District dimensions reviewed
- Article 7 – this is a new section on Misc. Structures including Accessory Structures and Lighting
- Article 8 – this is a new section on Special Regulations that combines 4 sections together
- Article 10 – this is a new section on Development Plan Review that took existing practices and put them all into one article for consistency
- Article 11 – Jamestown Village Special Development Overlay District has been revised significantly but the policy intention and outcome should remain the same
- Article 12 – this is a new section on Use Performance Standards, which are a use that requires a special condition.

B. Public Comment

Alma Davenport of 99 Clinton Avenue asked these questions:

1. Asked for clarification of what is considered commercial recreational facility and she gave the example of a tennis court. Davis explained using the tennis court example that: a recreational club with tennis court is a commercial recreational facility. A tennis court in a person's backyard is a private tennis court. A town-owned facility with a tennis court is a public tennis court.

2. Why is "dark sky" term not used for Jamestown, when talking about lighting? Davis explained that "dark sky" is trademarked.

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3. In the Development Plan Review section, what is the difference between smaller and larger projects? Davis explained Article 10 Section 1004.
4. Questioned/cautioned the larger structures being built outside of town proper. Bryer replied that the Village District has availability of water and sewer.
5. There are lots of acronyms in the Zoning Ordinance and suggested that the last page be an acronym index.
6. Would the topics of B&B and parking regulations be discussed at the next workshop? Davis said yes, they can be discussed at the next meeting.

Bob Minutti, 31 Buloid Avenue questioned the consistency of the R40 and R80 and asked why it was done that way. Bryer answered that it is for non-conforming lots within those districts and gives more flexibility for the many non-conforming lots in that district. Minutti said that it creates a slippery slope and Bryer stated that it is a good point of discussion.

Comments and questions from the Planning Commission:

Commissioner Harrison asked why in design guidelines that requirements have been moved to suggestions? She thinks that a lot of the design guidelines should be required. Davis said that the conversation was had a long time ago and the thought process then was more about guidelines than standards. Bryer said that there should be more discussion on this topic. Davis will prepare a memo on the topic of design guidelines.

Commissioner Pendlebury said that he would like that ground mounted solar panels are not allowed in front yards. There are issues of front yard versus back yard that need to be discussed.

Commissioner Pendlebury asked about people who keep fish ponds that are deep enough for children to drown in. Should there be a fence if the pond is 2-feet deep? Davis said that artificial/man-made bodies of water could have fence regulations.

A question was raised regarding storage units with advertising on the sides of them that are located on properties for more than 6 months? Davis said that you can not regulate on content neutrality. The topic of temporary signage i.e., large contractor signage, was brought up. Davis said that falls into content neutrality also. Bryer noted that we already regulate portable storage units.

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

1. February 15, 2023

A motion was moved by Commissioner Swistak and seconded by Commissioner Cochran to approve the minutes from February 15, 2023 as amended. All in favor, Swistak abstained from voting.

Page 2: Paragraph 4: last sentence now reads: “The tenants who live in the apartments above...”

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Page 2: Paragraph 6: "in the winter" was added after "Thursday-Sunday from 5pm-10pm"

Page 3: Paragraph 3: now reads "Discussion on ~~the~~ when the season would start ensued.
Romash stated that the earliest ~~it~~ outdoor seating could happen is ~~in~~ June..."

VIII. Adjournment

A motion to adjourn at 8:11pm was moved by Commissioner Prestigiacomo and seconded by Commissioner Harrison. All in favor.

JAMESTOWN ZONING BOARD OF REVIEW

Minutes of the March 28, 2023 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 7:04 p.m. The clerk called the roll and noted the following members present:

Richard Boren, Chair
Dean Wagner, Vice-Chair
James King, Member
Jane Bentley, Member
Judith Bell, 1st Alternate
John Shekarchi, 2nd Alternate
James Sisson, 3rd Alternate

Also present:

Wyatt Brochu, Counsel
Peter Medeiros, Zoning Officer
Brenda Hanna, Stenographer
Pat Westall, Clerk

The Chair welcomed new member of the Board James Sisson.

MINUTES

Minutes of February 28, 2023

A motion was made by James King and seconded by Dean Wagner to accept the minutes of the February 28, 2023 meeting as presented.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, James King, Jane Bentley, and Judith Bell voted in favor of the motion.

John Shekarchi and James Sisson were not seated. Terence Livingston was absent.

CORRESPONDENCE

All correspondence was in reference to items on the agenda.

OLD BUSINESS

Knowles

A motion was made by James King and seconded by Dean Wagner to grant the request of Alexander and Linda Knowles, whose property is located at 108 Southwest Ave., and further identified as Assessor's Plat 9, Lot 26, seek to construct an outbuilding with a 20'3" roof height. A height of 20'3" meets the requirements of Article 3, Section 82-302, Table 3-2 of the Revised Code of Ordinances for the Town of Jamestown, as that ordinance applies to properties designated in R20.

This Board has determined that this application does satisfy the requirements of Article 6, Section 600, Section 606, and Section 607, Paragraph 2.

This Variance is granted with the following restriction/condition(s):

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

This motion is based on the following findings of fact:

1. The owner is trying to make the building more aesthetically pleasing and more resemble the primary structure on the property.
2. There were no objectors.
3. The Zoning Board had previously approved the same structure with a lower roof line.
4. The building height is still within the zoning regulations.
5. The building is to be used as a shop/garage and will not be permitted to be converted into an accessory residential structure/building at any time in the future.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, James King, Jane Bentley, and Judith Bell voted in favor of the motion.

John Shekarchi and James Sisson were not seated. Terence Livingston was absent.

Harvey

A motion was made by Jane Bentley and seconded by Judith Bell to grant the request of Wendy Warner Harvey whose property is located at 4 Fowler St., and further identified as Assessor's Plat 8, Lot 409 for a variance from Article 3, Section 82-302, District Dimensional Regulations, to construct a new single- family residence that is 17 feet from the rear lot line instead of the required 30 feet and whose footprint represents 35% lot coverage instead of the required 30%.

This Board has determined that this application does satisfy the requirements of Article 6, Section 600, Section 606, and Section 607, Paragraph 2.

This Variance is granted with the following restriction/condition(s):

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

This motion is based on the following findings of fact:

1. Said property is located in a R8 zone and contains 4225 sq. ft.
2. The proposed conditions plan shows that the footprint is being increased to 1399 sq. ft. with a total lot coverage of 33.1 % where 30% is required.
3. Three people spoke in favor of the plans- Dorothy Delessio, Theresa Littlefield, and Deborah Homer.
4. The north side is 11.6 feet from the side, the rear is 22 feet, and the south is 15 feet.
5. This property is located at Plat 8, Lot 409, 4 Fowler Street.
6. The Board accepts this plan and must be followed as approved.
7. The architect, Mr. Barzin testified that these plans were the least relief necessary.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, James King, Jane Bentley, and Judith Bell voted in favor of the motion.

John Shekarchi and James Sisson were not seated. Terence Livingston was absent.

NEW BUSINESS

Sanborn

A motion was made by Dean Wagner and seconded by James King to continue the request of Mary Lou Sanborn to the April 25, 2023 meeting at the request of her attorney.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, James King, Jane Bentley, and Judith Bell voted in favor of the motion.

John Shekarchi and James Sisson were not seated. Terence Livingston was absent.

Chew

A motion was made by Jane Bentley and seconded by Dean Wagner to continue the request of Franklyn Y. Chew to the April 25, 2023 meeting at their request.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, James King, Jane Bentley, and Judith Bell voted in favor of the motion.

John Shekarchi and James Sisson were not seated. Terence Livingston was absent.

Our Table

A motion was made by Richard Boren and seconded by Dean Wagner to grant the request of Our Table, LLC which subject property is located at 53 Narragansett Avenue, and further identified as Tax Assessor's Plat 9, Lot 207 for a Special Use Permit granted under Article 6 Section 82-600 and 602, pursuant to Article 3 Section 82-301, Uses and Districts, Table 3-1 Permitted Uses, section VI.C.3, Lunchroom or Restaurant serving alcohol. This application also seeks a dimensional variance granted under Article 6 Section 82-600, 605, and 606 from Article 12 Section 82-1203, Minimum Off Street Parking, where the entire site will require 33 parking spaces and there are 25 parking spaces available.

This Board has determined that this application does satisfy the requirements of Article 6, Sections 600 and 602.

This Special Use Permit is granted with the following restriction/condition(s):

1. The lines for each parking space within the lot be clearly delineated and demarcated.
2. Jersey Barriers, whether concrete or sand enclosed, be set within each planter.
3. The 2 spaces between spaces 5 and 4 remain open, except for bicycle parking.
4. The conditions of approval set forth in the 2/16/23 memorandum of the Town Planner is incorporated by reference as if set forth in full.
5. To the extent that the 8/24/21 Zoning Board decision is not inconsistent with this decision (i.e. no outdoor dining) the decision shall remain in full force and effect.

This motion is based on the following findings of fact:

1. The subject property is located in a CD zone.
2. Christopher Arno, architect credibly testified that the travel aisle in the parking lot meets the zoning ordinance requirement of 23 feet.
3. The 25 parking spaces available are sufficient.
4. 2 parking spaces will be eliminated to provide space for 5 tables, each sitting 4 seats.
5. The concerns were concentrated on the parking available in Town.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, James King, Jane Bentley, and Judith Bell voted in favor of the motion.

John Shekarchi and James Sisson were not seated. Terence Livingston was absent.

Johnson

A motion was made by Dean Wagner and seconded by Richard Boren to grant the request of Richard C Johnson and Sandra D Johnson whose property is located at 36 High St Jamestown RI 02835, and further identified as Tax Assessor's Plat 9, Lot 287 for a Variance from Article 3, Section 82-302. Table 32. To construct a carriage style 3 car garage located 11 ft. from the front lot line instead of the 20 ft minimum plus building setback requirement. Article 3 Section 82-311, to build a garage which is 40 sq. ft. (940 sq. ft.) larger than the size specification and Article 6 Sec 82-605, 606, 607.

This Board has determined that this application does satisfy the requirements of Article 6, Section 600, Section 606, and Section 607, Paragraph 2.

This Variance is granted with the following restriction/condition(s):

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

This motion is based on the following findings of fact:

1. Said property is located in a R8 zone and contains 0.7577 acres.
2. This Board previously approved a very similar application in 2021.
3. There is a stream located in the rear of the property and because of the topology of the lot there is no other place for the garage.
4. The neighbor to the west who is the closest to the proposed garage supports the application.
5. There were no objectors.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, Jane Bentley, Judith Bell, and John Shekarchi voted in favor of the motion.

James King recused himself, James Sisson was not seated and Terence Livingston was absent.

Rallis

A motion was made by Judith Bell and seconded by James King to grant the request of John G. Rallis Trustee of the John G. Rallis Revocable Living Trust and Sharon F. Rallis Trustee of the Sharon F. Rallis Revocable Living Trust of 86 Blueberry Lane, Jamestown, RI 02835 Platt # 12, Lot 61 request a variance from Article 3, section 82, 302 of Table 3-2 of Article 3 Application of District Regulations to Section 82-302 District Dimensional Regulations Table 3-2. Applicants desire to construct a walkway 43 feet by 4 feet along the rear (North) section of the existing structure that will connect the existing deck to a stairway leading to the new proposed garage (which falls within the required setback) and to add a small section (approximately 20 sq. ft.) that will connect existing dwelling to the new garage. Both the walkway and stairs will be 25.8 feet from the rear lot line. The new small section of the building (20 sq. ft.) will not extend beyond

the existing rear of the dwelling, which is a legal non-conforming structure. The required rear lot restriction is 40 feet.

This Board has determined that this application does satisfy the requirements of Article 6, Section 600, Section 606, and Section 607, Paragraph 2.

This Variance is granted with the following restriction/condition(s):

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

This motion is based on the following findings of fact:

1. Property is zoned RR-80. Total square footage of lot is 23,540 square feet.
2. The variance requested is technically an alteration of a non-conforming use.
3. The impervious lot coverage is decreased by 475 sq. ft.
4. The proposed walkway will allow access from an existing deck and rear entrance to a new garage as well as allowing emergency egress.

The motion carried by a vote of 5 – 0.

Richard Boren, Dean Wagner, James King, Jane Bentley, and Judith Bell voted in favor of the motion.

John Shekarchi and James Sisson were not seated. Terence Livingston was absent.

ADJOURNMENT

A motion was made and seconded to adjourn at 9:25 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: ABATEMENTS OF TAXES FOR THE **MAY 2, 2023** MEETING

Please see the attached.

RESPECTFULLY SUBMITTED,

Christine Brochu

CHRISTINE BROCHU
TAX ASSESSOR

Conditions:

District:

Reported Type: All

DATE: 4/25/2023

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
2020		18720M	13-1893-93M	1,312	836	161	2.32	0.00
Accept		04/19/2023	13-1893-93M-2	-1,312	-836	-161	-2.32	0.00
		SOLDIER & SAILOR	55215	0	0	0	0.00	0.00
		EXEMPT						
2020		18721M	13-1893-93M	3,242	2,066	398	5.74	0.00
Accept		04/19/2023	13-1893-93M	-3,242	-2,066	-398	-5.74	0.00
		SOLDIER & SAILOR	55214	0	0	0	0.00	0.00
		EXEMPT						
Totals For -2020 M						-559	-8.06	
						Total Inc's:	0.00	
						Total Dec's:	-8.06	
2022		18719R	11-0177-03	697,900	0	697,900	4,488.74	0.00
Accept		04/18/2023	3/63	0	0	0	62.50	0.00
		REMOVED EXEMPTION-	1665	697,900	0	697,900	4,551.24	0.00
		SOLD						
Totals For -2022 R						0	62.50	
						Total Inc's:	62.50	
						Total Dec's:	0.00	
TOTAL	# Of Accts 3					-559	54.44	
						Grand Total Inc's:	62.50	
						Grand Total Dec's:	-8.06	

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY CORPORATION

And the

TOWN OF JAMESTOWN

This solid waste and recycling services agreement (Agreement) is made and entered into by and jointly between The Rhode Island Resource Recovery Corporation, ("The Corporation" or "Corporation" or "RIRRC") a quasi-public corporation organized under the laws of the State of Rhode Island, and the Town of Jamestown, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at 93 Narragansett Avenue, Jamestown, RI 02835. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence on the date of municipal execution or July 1, 2023 whichever is the later and end on June 30, 2025, unless sooner terminated or extended as provided herein.
2. **DISPOSAL OF MUNICIPAL SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill located at 65 Shun Pike, Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL § 23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a) Provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b) Pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c) Assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party in accordance with RIGL § 23-19-13(g)(3) and 23-18.9-1(b)(3).

Ineligible Solid Waste. This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above.

3. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee set in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", § 845-RICR-00-004 (Attachment 1), as adopted by the RIRRC Board of Commissioners on November 30, 2022, for the disposal of all its MSW up to its annual MSW Cap as defined herein below. The municipal disposal fee will be fifty-eight dollars and fifty cents (\$58.50) per ton in Fiscal Year 2024 (the one-year period from July 1, 2023 through June 30, 2024) and sixty-three dollars (\$63.00) per ton in Fiscal Year 2025 (the one-year period from July 1, 2024 through June 30, 2025).
- a) **Municipal Solid Waste Cap (MSW Cap).** MSW Cap means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated each year in accordance with the Rule "Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments," § 845-RICR-00-003 (Attachment 2). The Corporation shall notify municipalities of the MSW Caps for the following fiscal year no later than April 1 of each current year.
 - b) **"Over the Cap" MSW Disposal Fee:** During Fiscal Year 2024 and Fiscal Year 2025, Municipality agrees to pay the Corporation one hundred and fifteen dollars (\$115.00) per ton for disposal of all MSW in excess of its annual MSW Cap.

There shall be a minimum charge of one (1) ton for any load of MSW.

4. **BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
5. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within twenty (20) days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice.
6. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables, as defined herein below, which are collected within its borders under its municipal recycling program.

For purposes of this Agreement, "Mixed Recyclables" includes materials defined as "Mixed Recycling" in the "Materials Acceptance Criteria," attached and incorporated herein by reference (Attachment 3). These Mixed Recyclables are generated by a household during the normal course of the day which are then placed in a recycling container set out for collection or are delivered to a recycling drop off facility or from a commercial recycling program for which Municipality has assumed responsibility for collection, either directly by municipal employees or through a contract or license. Municipality agrees to deliver all Mixed Recyclables collected under its municipal recycling program regardless of whether they are collected in a curbside program or through a drop-off program. The Corporation may allow additional materials to be accepted as Mixed Recyclables from time to time, and would therefore be subject to the terms of this Agreement.

Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said municipally collected Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the Corporation's Materials Acceptance Criteria (Attachment 3) for as long as such markets exist and it is economically beneficial to do so, at no cost to Municipality, pursuant to RIGL § 23-19-31. Loads of Mixed Recyclables that don't meet the minimum quality standards may be rejected by the Corporation.

- a) **MRF Load Inspection and Rejection Procedure:** The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 3, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically by e-mail of any rejected loads, generally within 24 hours after the close of business on the day of the load rejection. Load rejection email notifications will normally include a report identifying the material quality issue and include photographs of the contamination. Continued failure of Municipality to meet the minimum quality standards may result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.
- b) **Rejected Loads.** There will be an Equipment Use/MRF Rejected Load Handling Charge assessed for any load of municipal Mixed Recyclables that is rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its applicable MSW rate and applied to the Municipality's annual MSW Cap as defined in Section 3 of this Agreement.
7. **MUNICIPAL RECYCLING AND DIVERSION PLANS.** Pursuant to RIGL § 23-19-13(e)(3), the municipality's 2023-2024 Recycling and Diversion Plan serves as an addendum to this Agreement. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible for implementing the plan and reporting on the results. Reporting will be accomplished through completion of the Corporation's 2023 annual data survey. An updated municipal recycling and diversion plan for the 2025 and 2026 time frame will be provided to the Corporation prior to February 1, 2025.
8. **DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as set forth in the attached Fee Schedule and incorporated herein by reference (Attachment 4). Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 3 (Materials Acceptance Criteria). Municipality is encouraged to find alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, bulky rigid plastics, construction & demolition debris (C&D), leaf & yard waste (including brush, Christmas trees and stumps), scrap metal, unrecoverable (non-recyclable) mattresses, tires, and wood pallets, but excluding Mixed Recyclables as defined in Section 6.
- a) **Leaf & Yard Waste.** For the term of this agreement and pursuant to RIGL § 23-19-3(17), the Corporation shall accept segregated leaf and yard waste from Municipality at no cost for tonnage up to its annual leaf and yard waste Cap (L&YW Cap). The L&YW Cap shall mean the leaf and yard waste tonnage established by the Corporation for each municipality, calculated by multiplying the municipal population (as determined by the more current of the decennial U.S. Census or the State of Rhode Island Statewide Planning Population Projections) by 0.025 tons. The L&YW Caps for the following fiscal year shall be disseminated with the MSW Caps, as outlined in Section 3 above, no later than April 1 of each current year.
- i) **Leaf and Yard Waste Borrowing Program.** Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. Pursuant to RIGL § 23-19-3(17), municipalities can borrow up to one-half (1/2) of their established L&YW Cap from other municipalities, subject to the provisions outlined in the Municipal Leaf and Yard Waste Debris Cap Sharing Policy and Form (Attachment 5), attached and incorporated herein by reference.

- ii) “Over the Cap” L&YW Disposal Fee. In accordance with RIGL § 23-19-3(17), Municipality agrees to pay the Corporation twenty-five dollars (\$25.00) per ton for the acceptance of all leaf and yard waste in excess of its annual L&YW cap or adjusted L&YW Cap (the Municipality’s established annual L&YW Cap plus any tonnage received from the leaf and yard debris borrowing program).
 - b) **Construction and Demolition Debris (C&D).** Acceptable C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation, § 250-RICR-140-05-1 and further defined in Attachment 3 (Materials Acceptance Criteria). C&D is landfilled and tonnage will be applied against the Municipality’s annual MSW Cap as defined in Section 3 of this Agreement and charged to the Municipality at its applicable MSW rate. It is recommended that municipalities attempt to find alternate outlets for C&D.
- 9. UNACCEPTABLE MATERIALS.** No materials delivered pursuant to this Agreement may contain: any waste generated or collected outside the State of Rhode Island; hazardous waste, as defined in RIGL § 23-19.1-4 (4); or any other waste prohibited in statutes, regulations or Materials Acceptance Criteria (Attachment 3) by the U.S. Environmental Protection Agency, the R.I. Department of Environmental Management or The Corporation. This Agreement shall not apply to the disposal of any other type of solid waste as defined under “Ineligible Solid Waste” in Section 2.
- 10. TRANSFER OF MATERIALS.** Municipality must apply to the Corporation in writing for permission to utilize a transfer station for the shipment of Mixed Recyclables, MSW, or any other material(s) as defined above in Section 8 and Attachment 3 (Materials Acceptance Criteria) to Corporation facilities for the term of this Agreement. These materials can be transferred only if the Corporation grants permission in writing to do so and all transfers must comply with the Corporation’s “Municipal Transfer Policy,” Attachment 6, attached and incorporated herein by reference.
- 11. AGREEMENT INCENTIVES.** To be eligible to participate in the below incentive programs, Municipality must have fully executed this Agreement with the Corporation and meet the minimum applicable eligibility requirements of each:
- a) **Finished Compost.** Pursuant to RIGL § 23-19-3 (17) and subject to the provisions outlined in the “Compost Distribution Policy,” Attachment 7, attached and incorporated herein by reference, the Corporation will periodically make finished compost available free of charge to those municipalities that have also delivered leaf and yard waste to the Corporation during the current fiscal year.
 - b) **MRF Profit Share.** When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use “Recycling Profit Share Annual Reporting Form” (Attachment 8) to record and report to the Corporation the use or intended use of the prior year’s profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition: The Corporation will offset any and all profit share funds from any amounts due to the Corporation from the Municipality with a receivable greater than sixty (60) days on the Corporation’s monthly Account Receivable Aged Balance Report.

- c) **Municipal Grants.** When the Board of Commissioners authorizes, a competitive waste reduction and recycling enhancement grant program will provide funding for approved municipal proposals as outlined in the "Municipal Grant Policy," Attachment 9, attached and incorporated herein by reference. Grant awards must be used solely for the purpose for which they were approved. Payment of grant funds to recipients shall be as a reimbursement of approved expenditures only.
- d) **Recycling Bin Discount.** A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.
- e) **Tip Fee Rebate.** A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW Cap wastes disposed, in accordance with Sections 2, 6, and 8 of this Agreement, at the Corporation's facilities during FY24 and FY25. This Rebate is issued to those municipalities that qualify based on the following recyclable percentages, according to the actual recorded tonnage delivered to the MRF:
 - i) One Dollar (\$1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
 - ii) Two Dollars (\$2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
 - iii) Three Dollars (\$3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.

Any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF will not qualify for a Rebate.

The Corporation shall issue a Rebate not later than September 1, 2024 and 2025 to those municipalities that qualified. The tonnage eligible for the Rebate in each fiscal year shall not exceed Municipality's MSW Cap calculated for that year, as defined in Section 3.

- 12. HOURS OF OPERATION.** The normal hours of operation for receiving materials at the Corporation's facilities including the landfill and MRF are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m. The Corporation's facilities are closed on state holidays according to the Corporation's holiday schedule published annually. On the Saturday following a holiday closure, the Corporation's facilities will remain open until 1:00 p.m. The Corporation may close or modify the hours upon reasonable notice to Municipality. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests.
- 13. INFORMATION.** If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

14. TERMINATIONS AND REMEDIES.

- a) **TERMINATIONS.** The Corporation has the absolute right in its sole discretion to terminate this Agreement if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. Municipality shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.
- b) **REMEDIES.** Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:
 - i) Commence an action for damages and for injunctive relief;
 - ii) Pursue any other remedies available to it by law provided however that any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

15. **LICENSE RESTRICTIONS AND REQUIREMENTS.** Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.

16. **GENERAL RELEASE.** Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasers"), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasers in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasers materials that may be stopped from progressing for any reason whatsoever.

17. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that Releasers, and all MSW, Mixed Recyclables, as defined herein, and other materials delivered to the Corporation's facilities by Releasers will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Releasers shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Releasers shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Releasers to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its agents are grounds for the ejection of such person from Corporation property, and the removal of the Releasers vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached and incorporated herein by reference (Attachment 10).

- 18. ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without the consent of the Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality within fifteen (15) days of the assignment provided, however, that assignee agrees to undertake the obligations herein.
- 19. GOVERNING LAW.** This Agreement shall be deemed to be a contract entered into and made pursuant to the laws of the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state.
- 20. ENTIRE AGREEMENT.** This Agreement and incorporated attachments represent the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing. Any modifications hereof shall be in writing and shall be signed by appropriate authorized representatives of Municipality and Corporation.
- 21. SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
- 22. ATTACHMENTS.**
- (1) Municipal Solid Waste Disposal Fee Pricing Structure and Procedure
 - (2) Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments
 - (3) Materials Acceptance Criteria
 - (4) Fee Schedule
 - (5) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
 - (6) Municipal Transfer Policy & Form
 - (7) Compost Distribution Policy
 - (8) Recycling Profit Share Reporting Form
 - (9) Municipal Grant Policy
 - (10) On-Site Safety Policy

During the term of this Agreement, the Corporation will provide 30 days notice to the municipality prior to adopting any revisions to pertinent attachments, excepting the Fee Schedule which shall remain in effect without revision for the term of the Agreement.

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

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: _____ Dated: _____
Joseph Reposa, Executive Director

BY: _____ Dated: _____
Marc Coppolino, Director of Finance

FOR THE Town of Jamestown:

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

BY: _____ Dated: _____
(SIGNATURE)

(NAME) Title: _____

BY: _____ Dated: _____
(SIGNATURE)

(NAME) Title: _____

BY: _____ Dated: _____
(SIGNATURE)

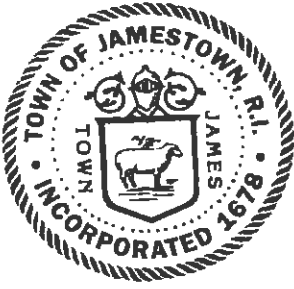
(NAME) Title: _____

Town Administrator

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9805



Edward A. Mello
Interim Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Interim Town Administrator, Edward A. Mello
DATE: April 27, 2023
SUBJECT: Grant for the Jamestown Community Farm

Mr. Sutton recently informed me of a grant awarded to the Community Farm from the Rhode Island Foundation. The grant will allow the farm to purchase a van to be used for deliveries to the various food pantries that they supply throughout the state.

The farm wishes to purchase an electric van as this is in line with their mission. The common manufacturer of electric vans is Ford. Mr. Sutton has indicated that despite his effort to purchase a van he has been unsuccessful in locating an available unit. Dealerships have indicated that Ford has limited the manufacturing and is offering most of the inventory through its fleet sales division. The Community Farm is not eligible to purchase through this division, as it is limited sales to government agencies.

I have located a van through fleet sales at Colonial Municipal Group. The van could be purchased through a recognized municipal bid contract in the State of Massachusetts allowing the Town to purchase the van at a discounted rate.

I am seeking approval to purchase the van and resell it to the Jamestown Community Farm for a total of \$54,583.70. There will be no net cost to the Town. The Farm has the funding immediately available.



COLONIAL
MUNICIPAL GROUP

DIVISION OF COLONIAL FORD, INC

Sales Order

Date: 4/21/2023

Customer ID:

TO: Jamestown
Edward Mello
401-423-9805
emello@jamestownri.net

Salesperson: **Jay Matisko**
774-556-2548
jmatisko@buycr

PCC

Qty	Item #	Description	Unit Price	Line Total
1.00	W1Y	Ford T350E Transit Low Roof 148" WB RWD		\$53,295.00
1.00	99K	.Electric motor		included
1.00		Color: Oxford White		included
1.00		Vinyl front seats		included
1.00	58B	SYNC 4		\$911.40
1.00	68H	Running Board		\$303.80
1.00	86F	2 Addt. Keys		\$73.50

Customer Acceptance: _____ Date: _____

Dealer Authorization: _____ Date: _____

Subtotal	\$ 54,583.70
Total:	\$ 54,583.70



Jamestown Planning Commission MEMORANDUM

TO: The Honorable Town Council, Nancy Beye, President
Edward A. Mello, Interim Town Administrator

FROM: Lisa W. Bryer, AICP, Town Planner

RE: Contract Award Recommendation – CDBG grant funding to
Renovate Jamestown Housing Authority Bathrooms

DATE: April 26, 2023

Finance Director Christina Collins, Public Works Director Michael Gray and myself have been working with the Jamestown Housing Authority to prepare and execute the bid for the partial bathroom renovation for the JHA units at 45 Pemberton Avenue. At this time, **we recommend approval of the attached recommendation from Verdantas to award the Bid to Red-Oak Remodeling Inc. as noted in the letter and backup attached to this memo and thereby entering into the attached sub-recipient contract between the Town of Jamestown and the Housing Authority whereby the Town will act as the fiduciary for this project, being reimbursed through the State CDBG process.**

As background, in 2019 Jamestown was awarded a CDBG grant to renovate some of the bathrooms for the Jamestown Housing Authority (JHA). This grant was confirmed, increased and extended in 2022 by the State of Rhode Island to \$286,159.

The attached and noted below is provided for verification of authority for the Town of Jamestown to enter into agreement with the JHA for the purpose of completing this project:

- a. Letter and backup from Roy G. Messier, Senior Project Manager, Verdantas, dated April 13, 2023
- b. Certificate of Authority and resolution from JHA dated September 22, 2021
- c. Signed Jamestown CDBG Sub-Recipient Contract Agreement Signatory Sheet

In addition, we request that you please authorize Ed Mello, Interim Town Administrator to sign on behalf of the Town for all authorities related to this project and grant.



April 13, 2023

Nikki Vasquez
Executive Director
Jamestown Housing Authority
45 Pemberton Avenue
Jamestown, Rhode Island 02835

**Subject: Contract Award Recommendation
JHA Bathroom Renovations**

Dear Ms. Vasquez:

Verdantas LLC., has tabulated and reviewed the submitted bids for the JHA Bathroom Renovation. The project was publicly advertised on the Town of Jamestown Bid Direct, along with direct solicitation of the following three (3) Contractors.

- Red Oak Remodeling;
- W.H. Peppes General Contractor, Inc.;
- Freeport General Contractor;

A mandatory pre-bid was held on March 28, 2023 with six (6) contractors attending. Please refer to the attached pre-bid sign-in sheet.

There was one (1) Addendum issued for the project.

There were two (2) bid responses received on April 11, 2023. Both were found to be responsive to the bid and provided the required bid documentation.

- Red Oak Remodeling, Inc. submitted a total base bid of **\$88,900** based on our review of unit prices and correspondence with the contractor, please see attached email correspondence for your records.
- Strategic Solutions Team submitted a total base bid of **\$171,900**; following the review, no mathematical errors were found.

Red Oak Remodeling, Inc. is the low bidder. Verdantas has reviewed the submitted bid and would recommend awarding the contract to Red Oak Remodeling, Inc. based on past work experience with Verdantas and completion of similar type projects for other Public Housing Authorities.

Based upon the unit prices submitted by Red Oak Remodeling, Inc., the total cost for bathroom renovations including demolition per unit would be:

- **\$22,200** for Type A and B; **\$28,700** if you were to include the add alternates;
- **\$25,200** for Type C; **\$31,700** if you were to include the add alternates;
- **\$25,900** for Type C with window in shower; **\$32,400** if you were to include the add alternates;



Leaving a contingency fund of approximately **\$20,000**, with a remaining budget of **\$200,000**, the number of renovations that can be performed are:

- **Nine (9)** for Type A and B; **Seven (7)** with all add alternates;
- **Eight (8)** for Type C with and without a window in the shower; **Six (6)** with all add alternates;

We recommend awarding the contract to Red-Oak Remodeling Inc.

The Jamestown Housing Authority reserves the right to reject any or all proposals or parts thereof, to waive any informality in same, or accept any proposal deemed to be in the best interest of the Owner.

Please call us at 401-728-6860 if you have any questions.

Sincerely,
Verdantas, LLC

A handwritten signature in blue ink that reads "Roy G. Messier".

Roy G. Messier
Senior Project Manager

Attached:

Pre-Bid Sign-in Sheet
Bid Summary
Email Correspondence with Red-Oak
Red Oak Remodeling, Inc., Bid Submittal
Strategic Solutions Team, Bid Submittal

Date: March 28, 2023
Project Number: 16525



Date: March 28, 2023
RE: Pre-Bid Sign-in sheet
Project Title: JHA Bathroom Renovations
Project Number: 16525

PRE-BID SIGN IN SHEET:

NO.	COMPANY NAME	CONTACT PERSON	PHONE	EMAIL
1	Martone Service Company	Robin Quinn	44-752-3847	robin@martoneinc.com
2	Red oak Remodeling	Dan Conlan	401 413 5252	red oak remodeling@cox.net
3	Town of Jamestown	MIKE GRAY	401 423-7225	mgray@jamestownri.net
4	W.H Peppel Gen Cont.	Bill Peppel	401 640 4828	bill@whpeppel-con
5	Eze Aso strategic solutions	Eze Aso Team	(401) 390-8966	info@strategicsolutionteam.com
6	James Simmons	James Simmons	401-855-2391	simmonsjames83@gmail.com
7	Verdantas VONSOL Construction	Dan Gauvin	401 934 6000	dgaavin@vonsolpartners.com
8	VERDANTAS, LLC	ROY MESSIER	714-1879	rmessier@verdantas.com
9				
10				

BID SUMMARY
April 12, 2023



Client:
 Jamestown Housing Authority
 Bathroom Renovations
 45 Pemberton Ave
 Jamestown, RI 02835

Prepared by:
 Verdantas LLC
 1005 Main Street, Suite 8120
 Pawtucket, Rhode Island

ITEM NO.	ITEM NAME	Red Oak Remodeling	Strategic Solutions Team
001	Bathroom Demolition	\$ 2,200.00	\$ 6,700.00
002	Type A Bathroom Renovation	\$ 20,000.00	\$ 40,000.00
003	Type B Bathroom Renovation	\$ 20,000.00	\$ 40,000.00
004	Type C Bathroom Renovation	\$ 23,000.00	\$ 40,000.00
005	Type C with Window in Shower Bathroom Renovation	\$ 23,700.00	\$ 45,200.00
	TOATL BASE BID	\$ 88,900.00	\$ 171,900.00

ITEM NO.	ITEM NAME	Red Oak Remodeling	Strategic Solutions Team
001	Walk-In Bathtub	\$4,000.00	\$13,000.00
002	Vanity-Sink Combo	\$1,000.00	\$1,100.00
003	Tile Walls	\$1,500.00	\$3,000.00
	TOATL ADD ALTERNATE BID	\$ 6,500.00	\$ 17,100.00

From: [Evan R. Boltrushek](#)
To: [Roy Messier](#); redoakremodeling@cox.net
Subject: RE: JHA Bathroom Renovation Bid
Date: Wednesday, April 12, 2023 3:30:37 PM
Attachments: [image001.png](#)

For our records, the information from the previous email was confirmed by Dan over the phone.

Thanks,

Evan R. Boltrushek

Staff Engineer I

O. 401.648.8910 | C. 401.649.1121

1005 Main Street, Suite 8120, Pawtucket, RI 02860



Verdantas

People. Focused. Future.

[Blog](#) | [LinkedIn](#) | [Twitter](#)

From: Roy Messier <rmessier@verdantas.com>
Sent: Wednesday, April 12, 2023 12:36 PM
To: redoakremodeling@cox.net
Cc: Evan R. Boltrushek <erboltrushek@verdantas.com>
Subject: JHA Bathroom Renovation Bid

Hi Bill / Dan,

Can you confirm the following questions:

1. The \$700 submitted bid price for "Type C with Window" would be \$700 on top of the \$23,000 for the "Type C"; so the total unit price would be \$23,700 to complete the bathroom Renovation for "Type C with Window"?
2. The \$4000 submitted bid price for "Walk-in Tub" would be an additional \$4,000 on top of the original unit bid price for any unit we would want the "Walk-in Tub"?
3. The \$1,500 submitted bid price for "Tile Walls" would be an additional \$1,500 on top of the original bid unit bid price for any unit we would want to have Tile on the walls?

Regards

Roy Messier, EIT

Senior Project Manager, Engineering

O. 401.728.6860 ext. 212 | C. 401.714.1879

1005 Main Street, Suite 8120, Pawtucket, RI 02860

Jamestown Housing Authority

CERTIFICATE OF SECRETARY

I, Michael J. Mahoney do hereby certify that I am the duly appointed and acting Clerk/Secretary of the Jamestown Housing Authority, a public body corporate and politic (the "Authority"); and that

1. The following is a true and correct copies of votes taken by the Commissioners of the Authority on September 29, 2021 and that the same have not been amended, rescinded or revoked and remain in full force and effect as of the date hereof;

RESOLVED:

The Authority is duly authorized to participate with the Town of Jamestown (the "Town") in the application for an anticipated Community Development Block Grant ("Grant") to finance the bathroom renovations at Pemberton Avenue, Jamestown, RI ("project") upon such terms and conditions, including those set forth in a SUB-RECIPIENT CONTRACT AGREEMENT in the form presented at this meeting, with such changes as the Chairperson or the Executive Director acting singly determines appropriate in his or her sole discretion; and

The Authority is duly authorized to borrow from the Town of Jamestown as lender up and including to the principal sum of \$286,159 as an advance against said Grant for said project upon such terms and conditions, and to assign to Town and to grant to Town security interests in said Grant monies receivable with respect to such project, to secure repayment of any such borrowings, as the Chairperson or the Executive Director acting singly determines in his or her sole discretion; and

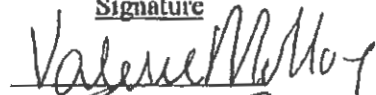
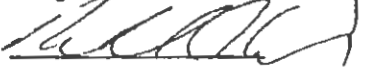
Further, each of said officers be and he or she hereby is, acting singly and as specified in this vote, authorized, empowered and directed to:

execute, acknowledge and deliver to Town, in the name and on behalf of the Authority said SUB-RECIPIENT CONTRACT AGREEMENT any and all loan agreements, promissory notes or other evidences of indebtedness of the Authority, as may be requested by Town at any time and from time to time; (ii) execute, acknowledge and deliver, in the name and on behalf of the Authority, any and all security agreements and financing statements, assignments, security agreements, and any other and all other forms of security or other documents, instruments or agreements as may be requested by the Town as lender or grant applicant at any time and from

time to time; (iii) amend, modify or supplement any and all of such loan agreements, promissory notes, assignments, and other agreements, documents or instruments at any time and from time to time, in such manner and for such purpose as such officer acting singly shall deem necessary, desirable or advisable including, without limitation, to increase from time to time the amount of borrowings from Town; (iv) execute, acknowledge and deliver any and all schedules, endorsements, contracts, agreements or other instruments as may be required by the Town from time to time; and (v) do and perform all such other acts and things and to pay all expenses deemed by such officer to be necessary, desirable or advisable with respect to any matters contemplated by this consent in order to effectuate the intent thereof.

Until the Town receives notice in writing of any change or limitation of the authority of each of said officers the Authority, the Town is authorized to rely upon the authority and power of this vote and its officers as set forth herein."

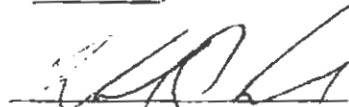
2. I further certify that the following person is, on the date hereof, the duly elected, qualified and acting officer of the Authority holding the office set forth opposite his name and signature:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Valerie Molloy	Chairperson	
Michael C. McLoughlin	Executive Director	

3. Attached is a true and accurate copy of the bylaws of the Authority as amended.

The undersigned has executed this Certificate this 5th day of October, 2021.

AFFIX SEAL


, Secretary/Clerk

**JAMESTOWN COMMUNITY DEVELOPMENT BLOCK GRANT
PART I: SUB-RECIPIENT CONTRACT AGREEMENT SIGNATORY SHEET**

This contract Agreement is entered into as of _____, 2021 by the TOWN OF JAMESTOWN (herein called TOWN) AND JAMESTOWN HOUSING AUTHORITY hereafter referred to as the SUB-RECIPIENT. The SUB-RECIPIENT agrees to provisions of this SUB-RECIPIENT Contract Agreement (herein called Contract Agreement) and the Rhode Island Community Development Block Grant Program Action Plan. The SUB-RECIPIENT shall in a satisfactory manner, to be determined by the TOWN and duly authorized officials of the State and Federal Government, perform all obligations and duties as contained in this Contract Agreement and Appendices. This Contract Agreement consists of this signatory sheet, general terms and conditions, scope of work (program activities and special conditions), program budget, certifications/assurances and the Uniform Residential Anti-displacement and Relocation Assistance Plan. This Contract Agreement is authorized by Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The grant is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time.

SUB-RECIPIENT: Jamestown Housing Authority
DUNS #: 120383265 Tax ID #: 05-0312967

Grant Amount: \$286,159.00

Term: 1/1/2020 – 12/31/2021

Fiscal Year (Source of Payment): PY '2019 CDBG-CFDA# 14.228

Program Emphasis: Support 18 bathroom renovations at Pemberton Apartments, a 35-unit public housing development for senior and non-elderly disabled residents. Renovations include new energy and water-saving bathroom fixtures and installation of new safety measures.

Special Condition(s): Clear documentation of compliance with national objective requirements must be maintained.

Method of Payment: Reimbursement, upon request approved by the Rhode Island Office of Housing and Community Development (OHCD) and advances by the TOWN to vendors of SUB-RECIPIENT as a loan to SUB-RECIPIENT under a Loan Agreement, such reimbursements from OHCD shall be paid to the TOWN and applied to loaned funds.

Funding: It is expressly understood that in no event will the total compensation and reimbursement exceed \$286,159 unless otherwise mutually agreed upon by amendment. It is expressly understood that this amount is contingent upon full federal/State/municipal funding and any reduction in federal/State/municipal funding may result in reduction or elimination of funding for this agreement.

APPROVAL BY GRANTOR:

By: _____	By: _____
TOWN OF JAMESTOWN	SUB-RECIPIENT
Date: _____	Date: _____

Names and Signatures of Persons Authorized to Request Payment on Behalf of SUB-RECIPIENT:

1. _____	_____
(Names)	(Signatures)
2. _____	_____
(Names)	(Signatures)

PART II: SUB-RECIPIENT CONTRACT AGREEMENT GENERAL TERMS AND CONDITIONS

A. LEGAL AUTHORITY AND CAPACITY

The SUB-RECIPIENT certifies that it possesses the legal authority to accept grant funds under the Rhode Island Small Cities Community Development Block Grant Program and to execute the program described in this Contract Agreement by signing Part I: Contract Agreement Signatory Sheet.

The SUB-RECIPIENT certifies it has the local administrative capacity to manage the funded program in accordance with applicable Federal and State rules and regulations. If the SUB-RECIPIENT currently lacks this capacity, it will take necessary steps to assure it is obtained prior to obligating or expending funds awarded.

B. WAIVERS, AMENDMENTS, MODIFICATIONS

No conditions or provisions of this Contract Agreement can be waived unless approved by the TOWN. The TOWN may, from time to time, permit changes in the scope of work or approved budget of the SUB-RECIPIENT to be performed hereunder. Such changes, which are mutually agreed upon by and between the TOWN and the SUB-RECIPIENT shall be made part of the Contract.

C. INTEGRATION CLAUSE

The TOWN and SUB-RECIPIENT agree that this Contract Agreement is the full and complete agreement between the two parties and that there are no oral agreements or understandings between the parties other than those covered herein **OTHER THAN AS SET FORTH FOR IN THE LOAN AGREEMENT BETWEEN THEM AND RELATED LOAN DOCUMENTS REFERENCED THEREIN**. It is intended that this Contract Agreement and the Loan Agreement be complementary, however any conflict between them shall be resolved as follows: with respect to any matter relating the loans, advances and disbursement and the rights of the parties to disbursed Grant funds, the Loan Agreement and the Loan Documents shall be controlling, with respect to any other Grant related matter this Contract Agreement shall be controlling.

D. ASSIGNABILITY

The SUB-RECIPIENT shall not assign any interest to this Contract Agreement or the Grant and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the TOWN. Notice of any such assignment or transfer shall be furnished promptly to the agency. The SUB-RECIPIENT has assigned all right to Grant funds disbursed by OHCD to the TOWN, for repayment of said loan advances made for the benefit of the SUB-RECIPIENTS to contractors/vendors for the Program described above.

E. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The SUB-RECIPIENT agrees to comply with the regulations of Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended. The SUB-RECIPIENT additionally agrees to comply with regulations promulgated relative to the HCDA and any policies/procedures established by the State regarding this contract/program. This Agreement is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, as published for effect and as may be amended from time to time.

F. PROJECT BUDGET

An approved budget is incorporated in this agreement stated in Appendix B. The TOWN may require a more detailed budget breakdown. The SUB-RECIPIENT shall provide such supplementary budget information as required by the TOWN.

The SUB-RECIPIENT shall not obligate, encumber, spend or otherwise utilize CDBG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as provided by the TOWN.

G. FUND DISBURSEMENT

The SUB-RECIPIENT may request reimbursement under this contract as frequently as once a month. The TOWN may require additional backup documentation detailing itemized expenditures by activity and cost categories. Fund disbursement will initially be made by loans from the TOWN under the terms of a Loan Agreement between the TOWN and the SUB-RECIPIENT. All CDBG funds paid or payable by the State under the Grant shall be payable solely to the TOWN and the TOWN shall reflect repayment of the loan to the SUB-RECIPIENT in such amounts actually received by the TOWN. Loan funds will be disbursed directly to vendors upon approved requisitions by SUB-RECIPIENT.

H. SCOPE OF SERVICES AND ELIGIBLE ACTIVITIES

The SUB-RECIPIENT will be responsible for administering the program activities, as described in "Program Activities."

If the SUB-RECIPIENT wishes to revise the scope of work, the SUB-RECIPIENT shall seek approval from the TOWN in writing prior to undertaking any actions relative to the change. Failure to do so may result in termination of this agreement.

The SUB-RECIPIENT will administer all tasks in connection with these activities in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the TOWN.

I. PERFORMANCE STANDARDS

The TOWN will monitor the performance of the SUB-RECIPIENT against goals and performance outcomes and objectives for each activity, found in Program Activity Descriptions.

Performance Objectives:

- Create suitable living environments
- Provide decent affordable housing
- Create economic opportunities

Performance Outcomes:

- Availability/accessibility
- Affordability
- Sustainability

Substandard performance as determined by the TOWN may constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUB-RECIPIENT to the satisfaction of the TOWN, this agreement may be suspended or terminated. In such cases, the SUB-RECIPIENT must return any ineligible and/or unused funds promptly.

The SUB-RECIPIENT is advised the TOWN may adopt additional State and/or Federal performance measures, upon which existing programs and future funding applications will be reviewed.

J. CONFLICT OF INTEREST

No elected or appointed State or municipal official (officer or member) shall, while serving as such, have any financial interest, direct or indirect, or engage in any business employment transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in Title 36, Chapter IV, of the General Laws of Rhode Island. No member of or Delegate to the Congress of the United State of America shall be admitted to any share or part thereof or to any benefit to arise herefrom.

The SUB-RECIPIENT shall fully comply with CDBG Conflict of Interest provisions outlined at 24 CFR Part 570.489(h) "Conflict of Interest" and 2 CFR 200.318(c)(1) "Standards of Conduct".

- 24 CFR 570.489 - In general, no person (who is an employee, agent, consultant, official or elected/appointed official of the State, unit of general local government or of any designed public agencies or sub-recipients which are receiving CDBG funds) who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a financial interest or benefit

from the activity, or have any interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter. Any requests for "exception" from this requirement, in accordance with the regulations, must be submitted in writing by the SUB-RECIPIENT to the TOWN prior to the obligation of funds.

- 2 CFR 200.318(c)(1) - In general, the SUB-RECIPIENT must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the SUB-RECIPIENT shall participate in selection, or in the award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

K. INTEREST OF SUB-RECIPIENT

The SUB-RECIPIENT covenants that the SUB-RECIPIENT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract Agreement. The SUB-RECIPIENT further covenants that in performance of this Contract Agreement no person having any such interest shall be employed.

L. DISCRIMINATION PROHIBITED

No person in the United States shall on the grounds of race, creed, color, national origin, gender identity, sex or sexual orientation be excluded from participation in, be denied the proceed of, or be subject to discrimination in the performance of the Contract Agreement.

M. DISCRIMINATION IN EMPLOYMENT PROHIBITED

The SUB-RECIPIENT agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USDA 794); American with Disabilities Act of 1990 (42 USDA 12101 et seq.); Title IX of the Education Amendments of 1972 (20 USDA 1681 et seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, the United States Dept. of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; The United States Dept. of Education Implementing Regulations (34 CFR, Parts 104 and 106); and the United States Dept. of Agriculture, Food and Nutrition Services (7 CFR 272.6).

The SUB-RECIPIENT agrees to comply with all other provisions applicable to law, including but not limited to the Governor's Executive Order No. 96-14, which prohibits discrimination on the basis of sexual orientation, and RIGL 28-5-5 and 28-5-41.1, relating to gender identity or expression.

The SUB-RECIPIENT will take affirmative action and not discriminate against any employee in the performance of this contract, or against any applicant for employment in the performance of this grant. The SUB-RECIPIENT will not discriminate on the basis of race, creed, color, national origin, (limited English proficiency persons), age, sex, sexual

orientation, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in education or other programs or activities. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The SUB-RECIPIENT also agrees to comply with the requirements of the RI Dept. of Human Services for safeguarding of client and/or beneficiary information.

Failure to comply with this item may be a basis for cancellation of this agreement.

N. ACCESS TO RECORDS

The SUB-RECIPIENT agrees to make such accessible and to maintain all fiscal and activity records relating to this Contract Agreement to the TOWN and duly authorized officials of the State and Federal government. The TOWN and duly authorized officials of the State and Federal Government have the right to examine any pertinent documents, papers, records, and books of the SUB-RECIPIENT and of persons or organizations the SUB-RECIPIENT may contract with, which involves transactions related to this Contract Agreement. This grant and all subgrants of such are covered by all State and Federal rules/regulations regarding access to public information, including but not limited to the Freedom of Information Act and RIGL 38-2 "Access to public Records".

O. RECORDS RETENTION

The SUB-RECIPIENT shall retain all documents, papers, records and books that are pertinent to this Contract Agreement for a period of three years from the date the State closes out the grant with the U.S. Department of HUD which funded this agreement, or until all audit findings have been resolved, whichever is later. The TOWN will notify the SUB-RECIPIENT in writing, of the effective date by which all records may be disposed.

P. DEFAULT

If there is any question as to the local compliance with applicable Federal/State rules or regulations, all/some activity under this grant may be suspended by the TOWN until the matter is resolved to the satisfaction of the TOWN. If the TOWN determines that the SUB-RECIPIENT has failed to comply with the terms of the Contract Agreement, or failed to use the Contract Agreement for only those purposes set forth herein, the TOWN may after notice to the SUB-RECIPIENT immediately suspend the Contract Agreement and withhold further payment or prohibit the SUB-RECIPIENT from incurring additional obligations of contract funds, pending corrective action by the SUB-RECIPIENT or a decision to terminate in accordance with the following:

- a) The TOWN may terminate the grant in whole, or in part, at any time before the final grant payment is made. The TOWN shall promptly notify the SUB-RECIPIENT in writing of the determination to terminate, the reason for such termination, and the

effective date of the termination. Payments made to the SUB-RECIPIENT from the United States or Rhode Island Treasury Department with the approval of OHCD and the TOWN or recoveries by OHCD and the TOWN shall be in accordance with the legal rights and liabilities of the parties, and specifically shall be the sole property of the TOWN to the extent of loan monies advanced by the TOWN.

- b) The SUB-RECIPIENT may not terminate this Contract Agreement except with the consent of the TOWN.

Q. TERMINATION OF AGREEMENT

The TOWN may terminate this Contract Agreement, in whole or part, if it determines such termination is necessary to assure the protection of public funds. In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the TOWN may reduce or eliminate any line item(s). Notwithstanding the above, SUB-RECIPIENT shall not be relieved of liability of the TOWN for damages sustained by the TOWN by virtue of any breach of the agreement by the SUB-RECIPIENT, and the TOWN may withhold payment to the SUB-RECIPIENT for the purpose of setoff until such time as the exact amount of damages due to the TOWN from the SUB-RECIPIENT is determined.

R. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this Contract Agreement shall be the subject of an application for copyright by or on behalf of the SUB-RECIPIENT.

S. GOVERNING LAW

This Contract Agreement is deemed executed and delivered in the TOWN OF JAMESTOWN State of Rhode Island, and all questions arising out of or under this Contract Agreement shall be governed by the Laws of the State of Rhode Island.

T. SEVERABILITY CLAUSE

Each article of this Contract Agreement and each part of each section are hereby declared to be an independent section. If any article or section is held to be void, ineffective or unconstitutional for any cause, it shall not be deemed to affect any other article or section thereof; and all other parts shall continue in full force and effect.

U. LEGAL LIABILITY

The SUB-RECIPIENT agrees to hold the State of Rhode Island, the Department of Housing and Community Development and the TOWN harmless from any legal liability associated with activities funded by the TOWN, either through annual award, loan guarantee, or program income. The SUB-RECIPIENT will indemnify and hold the State of Rhode Island, the

Department of Housing and Community Development, the TOWN, and its officials harmless against any claims for injury or damage of any kind to persons or property occurring or arising during the period of this agreement.

V. REPORTING

The SUB-RECIPIENT will provide to the TOWN, regular progress reports (on provided forms) and on the schedule provided by the TOWN, for each grant which contains unexpended/undrawn funds. In addition, within 90 days of the final drawdown of funds or 30 days of the final expenditure of funds at the local level, whichever is earlier, under each grant, the SUB-RECIPIENT must submit to the TOWN a close-out report.

W. EXTENSIONS

If a project/activity cannot be completed within one year of this award, the SUB-RECIPIENT must request an extension in writing to the TOWN within 30 days prior to the expiration. The letter should include an explanation of any delays experienced or anticipated, the current status of the project(s), and a schedule for completion. Requests for grant extensions must be forwarded to OHCD by the TOWN. Failure to submit this request may result in the withholding of payments relative to awards made herein.

X. COMPETITIVE BIDS

All bidding must be conducted in a manner to promote open and free competition. The SUB-RECIPIENT agrees to comply with procurement standards set forth in 2 CFR 200.319. Evidence of competitive bids and/or cost reasonableness in procurement must be retained in accordance with Section K., Retention of Records. The SUB-RECIPIENT must observe state and local procurement requirements and cost thresholds for competitive bidding if these are more restrictive than the federal regulation specifies.

Y. AUDITS

All SUB-RECIPIENT records with respect to any matters covered by this Contract Agreement shall be made available to the TOWN, OHCD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUB-RECIPIENT within 30 days after receipt by the SUB-RECIPIENT. Failure of the SUB-RECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUB-RECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning SUB-RECIPIENT audits and OMB Circular A-133.

Z. DRUG FREE WORKPLACE

The SUB-RECIPIENT agrees to comply with the requirements of the Governor's Executive Order No. 89-14 and the Federal Anti-Drug Abuse Act of 1988. Furthermore, the SUB-RECIPIENT agrees to submit to the State any report on forms which may from time-to-time be required to determine the SUB-RECIPIENT's compliance with this policy.

The SUB-RECIPIENT acknowledges that a violation of the drug-free workplace policy may, at the TOWN's option; result in a termination of this Contract Agreement.

AA. PRO-CHILDREN ACT OF 1994

As a condition of contracting, the SUB-RECIPIENT hereby agrees to abide by the State's Tobacco Smoke programs as set forth in Public Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking is not permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local government, by federal grant, contract, loan or loan guarantee.

BB. MONITORING

The TOWN or any of their authorized representatives agrees to conduct in-office and on-site monitoring of SUB-RECIPIENT to assure compliance with federal and State rules and regulations, contract terms and conditions and State policies in implementation of funded CDBG activities. All SUB-RECIPIENT must be monitored at least once during activity implementation. Documentation of such reviews and compliance must be maintained in local CDBG files for review by State/federal officials.

CC. HISTORIC PRESERVATION

Section 106 of the National Historic Preservation Act (36 CFR 800) directs municipalities to consult with the Rhode Island Historical Preservation and Heritage Commission (RIHPHC) on any programs to be funded by a Community Development Block Grant during the program planning stage so that any potential effects to significant historical resources can be properly addressed. To comply with Section 106, the information on specific properties where development activities are proposed, must be submitted by the TOWN to RIHPHC so that RIHPHC can determine whether significant historic resources might be affected. The Section 106 regulations require that this review be completed and documented before any CDBG funds are obligated. The TOWN must also consult with the Tribal Historic Preservation Office (THPO), as necessary. The SUB-RECIPIENT agrees to comply with Section 106 of the National Historic Preservation Act (36 CFR 800) and the requirements set forth by the THPO and RIHPHC.

PART III: CONTRACTUAL AGREEMENT SCOPE OF WORK

GENERAL DESCRIPTION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (INCLUDING SUB-RECIPIENT ACTIVITIES) AND ANTICIPATED ACCOMPLISHMENTS

APPENDIX A: ASSURANCES

DESCRIPTION OF SCOPE OF WORK AND SPECIAL CONDITIONS:

DESCRIPTION OF SPECIAL CONDITIONS:

1. The SUB-RECIPIENT may not obligate any funds on an activity until all requirements of the Environmental Review procedures for Title I, Community Development Block Grant Program (24 CFR Part 58) and the National Environmental Policy Act- Regulations (40 CFR 1500-1508) are satisfied. Violation of this requirement may disqualify the activity from CDBG support.

CDBG reimbursement of costs incurred prior to the completion of the environmental review process and receipt of Release of Funds by the Office of Housing and Community Development (for applicable activities) is not permissible.

2. The SUB-RECIPIENT agrees to comply with statements and certifications assured to by the State of Rhode Island to the U.S. Department of Housing and Urban Development.
3. Anti-displacement – The SUB-RECIPIENT shall sign and return to the Office of Housing and Community Development (OHCD), the Resident Anti-displacement and Relocation Assistance Plan. This document is included as part of the Assurances, Attachment B, and shall be returned with the contract.
4. Reporting- In accordance with procedures developed by the TOWN, the SUB-RECIPIENT shall submit quarterly progress reports detailing financial and beneficiary accomplishment data relative to the award made herein. Quarterly reports are due 15 days after the final day of each completed quarter:

Quarter 1: January 1 through March 31 – report due April 15

Quarter 2: April 1 through June 30 – report due July 15

Quarter 3: July 1 through September 30 – report due October 15

Quarter 4: October 1 through December 31 – report due January 15 of following year

At completion, the SUB-RECIPIENT will submit a Completion Certification and Report, detailing final accomplishment and required information, including activity-specific documentation to demonstrate national objective and eligibility.

5. National Objective/Eligibility- The SUB-RECIPIENT is advised adequate documentation must be maintained to demonstrate compliance with the National Objective and Eligibility categories noted on the Program Activities/Budget page for each funded activity, the details

of which are outlined at 24 CFR Part 570. The primary National Objective is predominate benefit to low and moderate income persons. If an activity is ultimately unable to meet the National Objective/Eligibility category indicated in accordance with the regulations, the community must not obligate CDBG funds to such. Any activity determined to be in non-compliance with National Objective/Eligibility requirements will be designated "ineligible for CDBG assistance" funds will be returned by the SUB-RECIPIENT and/or de-obligated by the TOWN as necessary. If an activity does not complete and fully document compliance, any/all funds expended must be returned to the TOWN. The interpretation of compliance with National Objectives and Eligibility Requirements is at the sole discretion of the TOWN and OHCD.

6. Lead Requirements- The SUB-RECIPIENT is advised that all housing acquisition and rehabilitation activities funded with resources awarded herein are subject to the federal (24 CFR Part 35) and State (Rules and Regulation for Lead Poisoning Prevention R 23-24.6-PB) lead paint requirements. In situations where both regulations are applicable, the stricter will apply. Adherence to these regulations should be clearly documented in the local files. The SUB-RECIPIENT will comply with all State and federal laws, rules and regulations related to Lead Based Paint Hazards.
7. Debarred Contractors- Prior to awarding any contract, the SUB-RECIPIENT shall provide the TOWN with information such that the TOWN can verify and document that contractors selected are not included on System for Award Management (SAM) List of Parties Excluded from Federal Procurement and Nonprocurement programs. Documentation must be maintained to demonstrate Contractors have been reviewed. The SUB-RECIPIENT further certifies it is not a party excluded from federal procurement and nonprocurement programs.
8. The term of this contract is 1/1/2020 through 12/31/2021. The SUB-RECIPIENT may request extensions to this contract through 12/31/2022. If the funded activity is unable to demonstrate progress significantly within one year of award it will be subject to de-obligation and/or recapture, unless it can be shown that the activity will complete in a timely fashion. The granting of a contract extension and/or any determination to de-obligate/recapture are at the sole discretion of the TOWN and OHCD.

The SUB-RECIPIENT shall notify the TOWN immediately, if in the SUB-RECIPIENT's reasonable determination, it will be unable to comply with the term of this Contract Agreement or any reporting, eligibility or performance requirements listed herein. Contract Agreement extension requests must be submitted to the TOWN no later than 11/30/2021.

9. The State is adopting the following minimum standards for continued affordability (lien term) relative any unit acquired or rehabilitated with CDBG resources.

CDBG Assistance:

Under \$15,000: 5 years
 \$15,000- \$40,000: 10 years
 \$40,001 - \$100,000: 15 years
 Over \$100,000: 30 years

10. **Timeliness** – Good program management strategies will ensure that the SUB-RECIPIENT moves activities forward and draw down funds at an acceptable rate. Whenever possible, activities should be completed within one year of contract date. Activities that do not proceed in a timely manner may be de-obligated by OHCD. After four years, funds not expended will be automatically de-obligated by OHCD.
11. **Disclosure Pursuant to the False Claims Act**- The SUB-RECIPIENT shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving activities supported under this agreement.
12. **Disclosure of Fraud, Waste, and Mismanagement to State Authorities** The SUB-RECIPIENT shall promptly refer to OHCD any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of State or Federal laws and regulations in connection with the activities funded under this Contract Agreement.
13. **Drug Free Workplace**- The SUB-RECIPIENT agrees to comply with the requirements of the Governor's Executive Order No. 89-14 and the Federal Anti-Drug Abuse Act of 1988. The SUB-RECIPIENT hereby agrees to abide by Exhibit 8- the State's Drug Free Workplace Policy. Furthermore, the SUB-RECIPIENT agrees to submit to the TOWN any report or forms which may from time be required to determine the SUB-RECIPIENT's compliance with this policy.

The SUB-RECIPIENT acknowledges that a violation of the Drug-Free Workplace Policy may, at the TOWN's option; result in termination of this agreement.

SCOPE OF WORK

Program Emphasis: Support bathroom renovations at Pemberton Apartments, a 35-unit public housing development for senior and non-elderly disabled residents. Renovations include new energy and water-saving bathroom fixtures and installation of new safety measures.

Eligibility: HCDA 105(a)(4) Rehabilitation of Buildings (incl Housing); **Objective:** Low/Moderate Income Housing – 24 CFR Part 570.483(b)(3)

Special Condition(s): Clear documentation of compliance with national objective requirements must be maintained.

ATTACHMENT A

RI. SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CERTIFICATIONS/ASSURANCES


The SUB-RECIPIENT hereby certifies and assures that:

1. It possesses the legal authority to make application for a grant under this program and to execute the program as approved. It also possesses the necessary administrative capacity to carry out the funded activities.
2. It consents to assume the status of a responsible official under the National Environmental Policy Act of 1969 and under other provisions of law which further the purpose of said Act. It shall also comply with 24 CFR Part 58 as an entity assuming HUD's responsibility under the environmental review process.
3. It will comply with the regulations, policies, guidelines and requirements of 2 CFR 200 which specifies financial /cost management principles.
4. It will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the FLSA and the Copeland "Anti-Kickback Act."
5. It will comply with the residential anti-displacement and relocation assistance plan adopted by the State and comply with acquisition and notification regulations as outlined in the Uniform Relocation and Renewal Properties Acquisition Act (URA).
6. Its programs will be conducted and administered in conformity with Public Law 88-352 (Title VI Civil Rights Act of 1964, 42 USC 2000d et. seq. and implementing regulations at 24 CFR Part 1) and Public Law 90-284 (Fair Housing Act (42 USC 3601-362), and that it will affirmatively further fair housing.
7. It has been provided opportunities for citizens' participation, hearings, and access to information with respect to its community development program in accordance with the requirements of the RI CDBG Application Handbook and the citizens' participation plan of the State of Rhode Island and the applicable provision of Section 102 of the Reform Act of 1989.
8. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with Community Development Block Grant funds by assessing any amounts against properties owned and occupied by persons of low and moderate income, including any fee charged for assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income,

the SUB-RECIPIENT certifies that it lacks sufficient funds to comply with the requirements of clause (i).

9. It will comply with:
 - a. Section 109 of the Housing and Community Development Act of 1974, as amended, which provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.
 - b. Executive Order #11063 as amended by Executive Order #12259 and #12892, directing entities to take appropriate action to promote the abandonment of discriminatory practices with respect to property or facilities provided with Federal assistance in the sale, leasing, rental, or other disposition of such property or facilities.
 - c. Executive Order #11246 as amended by Executive Order #11375, #11248 and #12086, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin.
10. It will comply with the provisions of the Hatch Act, placing limitations on political activities.
11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
12. It will comply with the Uniform Relocation Assistance Real Property Acquisition Policy Act of 1970, as amended and implementing regulations at 49 CFR 24. It will comply with all State and federal laws, rules and regulations generally prohibiting the power of eminent domain.
13. It will give the Department of Housing and Urban Development, the State of Rhode Island and the Comptroller General access to and the right to examine all records, papers, documents and other materials related to the grant.
14. It will comply with the flood insurance purchase requirements of Section 202 (a) of the Flood Disaster Protection Act of 1973 and implementing regulations at 44 CFR Parts 59-79. The Contractor will protect public funds invested in the project through the purchase of flood insurance.
15. The activities under this program are consistent with national program objectives to give maximum feasible priority to activities which benefit low and moderate income families and individuals, aid in the prevention of slums and blight or address other community development needs having a particular urgency because existing conditions pose a serious threat to health or welfare and no other financial resources are available to meet such needs.
16. The activities under this program are consistent with State program objectives, as identified in the State's CDBG Action Plan applicable to this grant program year.

17. It will comply with subsection 104(d) of the Housing and Community Development Act and adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and will enforce state and local laws against physically barring entrance to or from a facility or location which is the subject of such non-violent civil rights demonstrations.
18. It will comply with all applicable laws, requirements and criteria prescribed by the Office of Housing and Community Development in the administration of this program.
19. Its notification inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR Part 35 et al (Federal Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Property and Housing Receiving Federal Assistance) and R23-24.6-PB (State Rules and Regulations for Lead Poisoning Prevention). Documentation of compliance is to be maintained in the local files.
20. It will comply with State and federal audit requirements (2 CFR 200.501).
21. It shall comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and HUD's implementing regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability and establish requirements for program accessibility and physical accessibility in connection with housing programs. The SUB-RECIPIENT must maintain records on the disability status of program participants and beneficiaries and inform persons with impairments of the programs being carried out.
22. The SUB-RECIPIENT hereby certifies that it is not a "Party Excluded from Federal Procurement and NonProcurement Programs". The SUB-RECIPIENT will maintain documentation in local files that all contractors/subcontractors used in implementation of the funded program have been verified they are not a "Party Excluded from Federal Procurement and NonProcurement Programs."

Date: 9-30-2021 Signed: 
Title: Acting Manager

GRANT OF EASEMENT

TOWN OF JAMESTOWN, a Rhode Island municipal corporation with a usual place of business at 93 Narragansett Avenue, Jamestown, Rhode Island, 02835 ("Grantor") for consideration paid, grants to THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation having a principal place of business at 280 Melrose Street, Providence, Rhode Island 02907, ("Grantee"), its successors and assigns, with Quitclaim Covenants, a perpetual right and easement as described in Section 1 below ("Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below ("Grantor's Land").

Section 1 – Description of Easement

The "Easement" granted by the Grantor to the Grantee consists of the perpetual right and easement:

- a) To install, construct, reconstruct, repair, replace, add to, maintain and operate an underground distribution system ("Distribution System") for the distribution of electric current to include a padmounted transformer, together with all the necessary wires, cables, conduits, transformers, handholes, pedestals, switches, anchors, guys, equipment, fixtures and appurtenances installed therein and attached thereto, in, under, through, over, across and upon the Grantor's land, as may from time to time be required for the purpose of supplying electric service to the Grantor's Land and the land of others adjoining the Grantor's Land;
- b) To clear and keep cleared from time to time the portions of the Grantor's Land wherein the Distribution System is located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces as may in the opinion and judgment of the Grantee, its successors and assigns, interfere with the safe and proper operation of the Distribution System;
- c) To make such excavation or excavations as may be reasonable and necessary to construct, reconstruct, repair and remove the Distribution System. But the Grantee shall properly backfill any excavation and restore the surface of the Grantor's Land in as good condition as before the excavation was made; and
- d) To pass over and across the Grantor's Land as reasonable and necessary for all the purposes described in this Section.

Section 2 – Description of Grantor's Land

The "Grantor's Land" consists of land situated on the easterly side of North Street in the Town of Jamestown, County of Newport, State of Rhode Island, designated as Lot 440, Jamestown Tax Assessor's Map 8, being that certain tract or parcel of land conveyed to the Grantor by deed from United States Housing Corporation duly recorded with the Records of Land Evidence in Jamestown on September 2, 1921, in Book 23, Page 270.

WR#30707625

TO BE RECORDED AT:
Town of Jamestown, Town Clerk's Office
93 Narragansett Avenue, Jamestown, RI 02835

After recording return to:
Rhode Island Energy
Real Estate Department
280 Melrose Street
Providence RI 02907

Property Address: 26 North Road, Jamestown, R.I.

Section 3 – Location of the Distribution System

The “Distribution System” shall extend underground in a general northerly direction from existing Pole 2, which is located on the northerly side of Swinburne Street, to the proposed padmounted transformer, which is to be located within certain portions of the Grantor’s Land, with an easement area around the padmounted transformer measuring fifteen (15) feet wide by fifteen (15) feet deep, as approximately shown on a sketch attached hereto as “Exhibit A” and recorded herewith, copies of which are in the possession of the Grantor and the Grantee herein. Final definitive locations of said “Distribution System” shall become established by the installation and erection thereof by the Grantee. Said Distribution System shall be located in a location on the Grantor’s Land mutually satisfactory to the Grantor and to the Grantee and such location shall become established by and upon the installation thereof by the Grantee. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

Section 4 – Distribution System Ownership

It is agreed that the Distribution System shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns shall pay all taxes assessed thereon.

IN WITNESS WHEREOF, TOWN OF JAMESTOWN has caused these presents to be signed by its proper officer for that purpose duly authorized this ____ day of _____, 2023.

In the presence of:

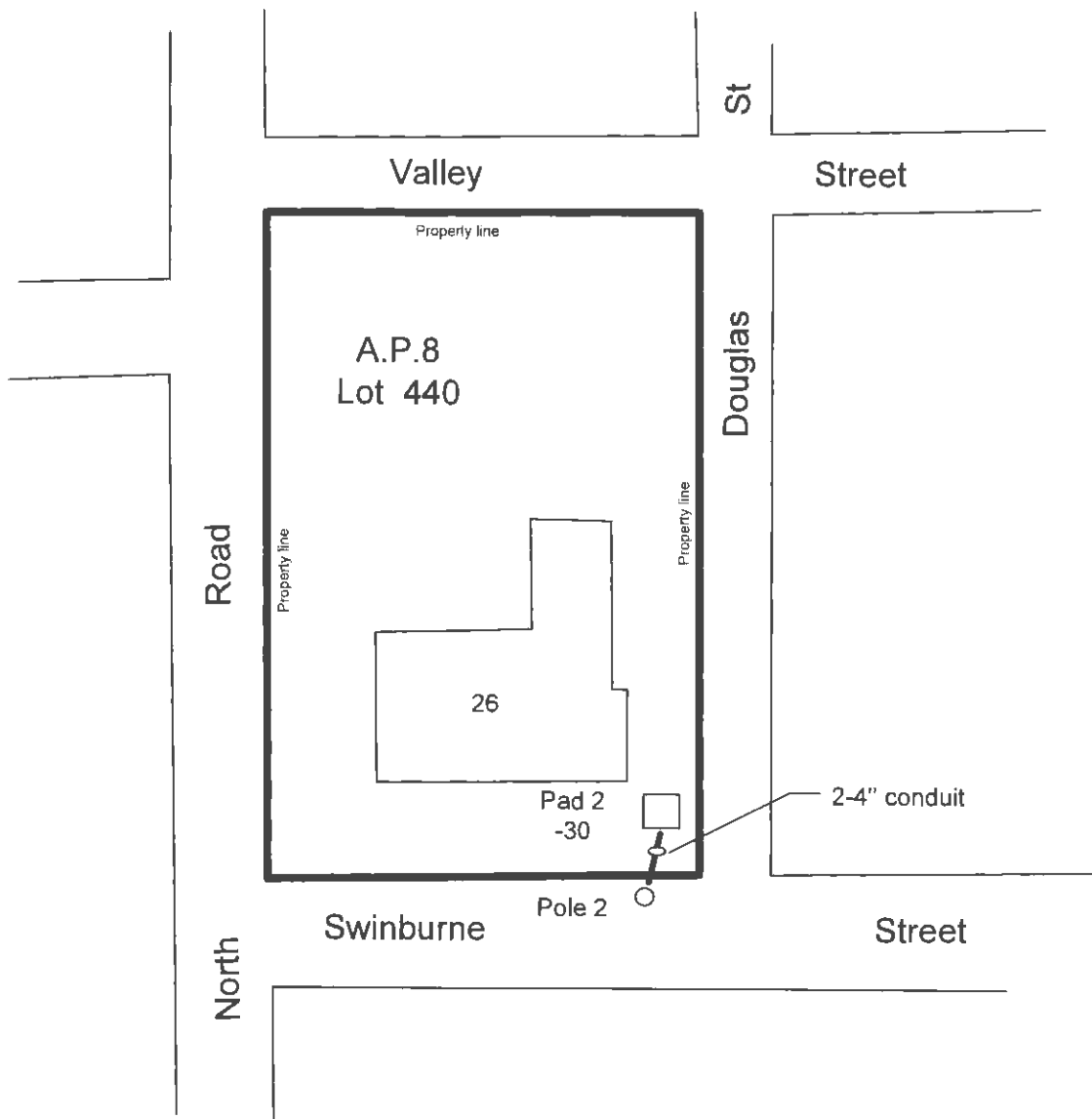
TOWN OF JAMESTOWN

By:
Its: Town Administrator

STATE OF _____
COUNTY OF _____

In _____ in said County on the ____ day of _____, 2023, before me personally appeared the above named _____, to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed, to be his/her free act and deed, individually and in said capacity, and the free act and deed of TOWN OF JAMESTOWN.

Notary Public
Printed Name: _____
My Commission expires: _____



Easement

nationalgrid

LEGEND

- Existing Pole
- Proposed Pad
- Underground Electric wire

Designer: Russ Nelson 401.255-7894

Date: 4/17/2023

Plan Number: 30707625

Description:

Narragansett Electric proposes to install 1-transformer pad 3 - 50 and 40 feet of 2- 4 " conduit on A.P. 8 Lot 440 for the purpose of supplying electric at 26 North Road, Jamestown, R.I.

EXHIBIT 'A' NOT TO SCALE
DISTANCES ARE APPROXIMATE

TOWN OF JAMESTOWN



PROCLAMATION OF THE TOWN COUNCIL

No. 2023-08

APRIL - MONTH OF THE MILITARY CHILD

WHEREAS: since 1986, the Department of Defense has recognized military children during the month of April. Because of their service, commitment, and sacrifice to supporting the Army's mission, it is important to honor and celebrate our military's youngest heroes; and

WHEREAS: the month of the Military Child is an opportunity to remember children's roles in strengthening the military family; and

WHEREAS: living in different states, countries, and continents, military children face unique challenges that most youth their age do not experience. They are equipped to adapt to present and future changes, such as permanent changes of station, deployments, reintegration, care of their wounded warrior parent, or coping with the loss of a fallen parent. Through each new step in life, they always remain ready and resilient; and

WHEREAS: we, the leaders of the Town of Jamestown along with the Jamestown School Committee, are thankful for the positivity and enthusiasm of military children as we keep moving forward. We are committed to maintaining excellence in schools, youth services, and childcare to ensure that families always receive the best programming, no matter where their next adventure takes them.

NOW, THEREFORE, the Town Council of the Town of Jamestown, Rhode Island does hereby proclaim that **April 2023** is the **Month of the Military Child** and encourage the residents of our town, to observe the month with appropriate ceremonies and activities in Jamestown and at the Jamestown Schools that honor, support and thank our military children.

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 ___th day of ____, 2023.

Roberta J. Fagan, Town Clerk

Memo

To: Town Administrator; Ed Mello
From: Parks and Recreation Director; Ray DeFalco
cc:
Date: 4/10/2023
Re: Pre-Season Use of Fort Getty Pavilion for Leah Rosin Pritchard Memorial

I am writing to recommend fee waiver and pre-season use of the Fort Getty Pavilion on Saturday, April 15th 2023 to hold a memorial for the recently passed Leah Rosin Pritchard, a beloved member of the Jamestown community. Leah made significant contributions to the town in various ways, and the organizers would like to honor her memory with a memorial gathering.

Leah's impact on the Jamestown community was far-reaching and included the following:

Founder of the Jamestown Farmers Market: Leah established the Jamestown Farmers Market, which continues to thrive today. She made the market accessible to local artisans and crafters, in addition to farmers, and promoted local produce.

Promotion of Healthy Eating: Leah volunteered her time to promote healthy eating among the youth of Jamestown. She was actively involved in the Parks and Recreation "Culinary Kids" program, where she helped teach healthy cooking.

Local Business Owner: Leah owned and operated the Jamestown Mercantile on Narragansett Ave., supporting local businesses and contributing to the local economy.

Community Involvement: Leah was involved in numerous community groups and worked tirelessly to promote wellness and a healthy lifestyle within our community.

Given Leah's significant contributions to Jamestown and the nature of her passing I feel it is appropriate to allow the use of the Fort Getty Pavilion for a memorial gathering in her honor within the short timeframe requested.

The department has no conflicts for the date requested and Parks Maintenance staff will be able to get the pavilion ready for the proposed date of the memorial. Organizers have also provided insurance for use.



Town of Jamestown

CANVASSING AUTHORITY
Town Hall, 93 Narragansett Avenue
Jamestown, Rhode Island 02835-1199
www.jamestownri.gov

MEMORANDUM

To: Honorable Town Council

CC: Edward Mello, Town Administrator

Please be advised that the last day to submit a local Question for the November Special Election ballot to the Secretary of State's Office is September 18, 2023. Also please keep in mind that monetary or bond questions need to go before the General Assembly first. All others can be ratified after the November vote.

A handwritten signature in cursive script that reads "Karen Montoya".

Karen Montoya

Deputy Town Clerk/Clerk to the Board of Canvassers

Memorandum

To: Roberta Fagan
From: Karen Montoya
Date: 4/17/2023
Re: Financial Town Meeting

Please advise me who from the Administration needs permission from the Board of Canvassers to attend the Town Financial Meeting to be held on June 5, 2023. I will need this by May 10th.

Thank you



Communications 5/2/2022