



TOWN COUNCIL MEETING
Jamestown Town Hall
Rosamond A. Tefft Council Chambers
93 Narragansett Avenue
Tuesday, February 20, 2024
6:15 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/how-do-i/watch-live-streamed-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. The Town Council hopes 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/2024meetings-minutes>

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

TIME	NAME	COMMITTEE
6:15	Cynthia Leonard	Tick Task Force Ad Hoc Committee

II. ROLL CALL

III. CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

A) 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

- B) Report of Town Officials: Review, Discussion, and/or Action and/or Vote:**
- 1) Pumping Report
 - 2) Town Project Reports
 - a) Town Wells
 - b) Water Treatment Plant
 - c) Transfer Pumping/Reservoir
 - d) Distribution System
 - e) Wastewater Treatment Facility
- C) Letters and Communication: Review, Discussion, and/or Action and/or Vote:**
- 1) None.
- D) Unfinished Business**
- 1) Review, Discussion and/or Action and/or Vote and/or Schedule a Special Meeting to review the Water Supply System Management Plan-5 Year Update prepared by Pare Corporation, continued from January 16, 2024.
 - 2) Review, Discussion and/or Action and/or Vote, and/or Schedule a Special Meeting to review the Status update of the Rules and Regulations of the Board of Water and Sewer Commissioners, prepared by PARE Corporation, continued from January 16, 2024.
- E) New Business**
- 1) Review, Discussion, and/or Action and/or Vote: Memorandum from Public Works Director Michael Gray regarding the Water Extension Application(s) of the 8” water main within East Short Road in the Rural Water District.
 - 2) Review, Discussion, and/or Action and/or Vote on the application of Jeffrey and Deborah Saletin. (Plat 7 Lot 135, 14 Seaview Avenue, for utility service connection (water).
 - 3) Review, Discussion, and/or Action and/or Vote on the letter dated 01/02/2024 from Attorney Joelle C. Rocha and the application of Glenn and Marjorie Andreoni (Plat 7 Lot 34, 10 Seaview Avenue, for utility service connection (water).
 - 4) Review, Discussion, and/or Action and/or Vote on the application of Paul Frechette (Plat 7 Lot 101, 19 Seaview Avenue, for utility service connection (water).
 - 5) Review, Discussion, and/or Action and/or Vote on the application of Stephen Zimmiski and Suzanne Gagnon (Plat 7 Lot 94, 7 Seaview Avenue, for utility service connection (water).

- 6) Review, Discussion, and/or Action and/or Vote on the application of Julie T. Berry, (Plat 12 Lot 68, Bayberry Road, for utility service connection, no extension (water only).

F) 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 sitting as the Board of Water and Sewer Commissioners for review, discussion, and/or potential action and or vote.

- 1) Adoption of Minutes:
 - a) January 16, 2024 (regular meeting).
- 2) Finance Director's Report:
 - a) Comparison of the Water Budget to Actuals as of January 31, 2024.
 - b) Comparison of the Sewer Budget to Actuals as of January 31, 2024.
- 3) Authorization to execute a multi-year lease with Dish Wireless to install equipment on the Town-owned water towers, subject to Zoning Board of Review approval.
- 4) Approval of the Legal Service Agreement between the Jamestown Water & Sewer Commission("Client") and Marin, Barrett, and Murphy Law Firm, Inc; Law Office of Kevin Madonna, PLLC; SL Environmental Law Group PC; Douglas & London, P.C.; Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr, Mougey, P.A. (collectively the"Firms") for the purpose of investigating and assessing potential claims arising out of the presence of contaminants in water supply wells affecting Client's water systems and/or Client's other property, including wastewater; and (ii) to provide for the terms and conditions for the representation of Client in any civil action that may be filed in the appropriate court and any proceeding by writ or appeal related to that action filed on behalf of Client by the Firms ("Legal Action").

The Town Council Adjourns from sitting as the Board of Water and Sewer Commissioners

V. 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: none.
- B) Non-scheduled request to address.

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

- A) Presentations
 1) Review, Discussion and/or Action and/or Vote: No items at this time.

VII. 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.
- 1) Pursuant to RIGL §3-7-14, the following license application has been received under said Act for a one-day license on March 8, 2024:
CLASS F (NON-PROFIT)
 Out of the Box Gallery & Studio
 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
 - 2) Pursuant to RIGL §3-7-14, the following license application(s) have been received under said Act for a one-day license(s) on March 6, March 8, March 16, and March 22, 2024:
CLASS F (NON-PROFIT)
 Jamestown Arts Center
 18 Valley Street
 Jamestown, RI 02835
 - a) Review, Discussion, and/or Action and/or Vote for Approval of the CLASS F (NON-PROFIT) LIQUOR LICENSE(s).

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

VIII. 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) Town Administrator's Report: Edward A. Mello
- 1) Tax Abatement (Credits) Proposed Ordinance Amendment (revised) and Public Hearing (Unfinished Business).
 - 2) Ft. Getty Seasonal RV vacant sites (New Business).
 - 3) Ft. Getty Pier storm damage assessment and repair.
 - 4) 6 West Street Property update. (Unfinished Business)
 - 5) Jamestown Art Center art display request (New Business).
 - 6) Tax Appeal 129 Walcott Avenue Settlement Agreement (Consent).
 - 7) Report on the recent meeting with Secretary of Housing Stephan Pryor.
 - 8) Multi-year Water Tower Lease (Water & Sewer Consent Agenda).

IX. UNFINISHED BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: At the request of Town Administrator Mello authorization to prepare a warrant for the Financial Town Meeting (FTM) for a bond in the amount of \$2.5 million for the plan development and renovation of the Senior Center located at 6 West Street
 - 1) Memorandum from Town Administrator Mello to the Town Council regarding the Senior Center Project and request to prepare a warrant for the 2024 FTM for a bond in the amount of \$2.5 million.

- B) Review, Discussion, and/or Action and/or Vote: At the request of Town Administrator Mello Discussion and Possible Action to Order to Advertise in the Jamestown Press; Notice of a Public Hearing to take place on March 18, 2024, at 6:30 p.m. for Proposed Amendments to the Code of Ordinances (revised) regarding Chapter 66 – Taxation and Finance:
 - 1) Memorandum from Town Administrator Mello to the Town Council regarding the proposed amendment to the Code of Ordinances regarding Chapter 66-Taxation and Finance (revised).

 - 2) Consideration of the Town of Jamestown Tax Relief Ad Hoc Committee Report to the Town Council.

- C) Review, Discussion, and/or Action and/or Vote: Review and/or Discussion of the Jamestown Affordable Housing Committee (JAH) recommendations:
 - 1) At the request and recommendation of the Jamestown Affordable Housing Committee, Town Council support of the Jamestown Affordable Housing Preservation Program and permission to develop an enabling ordinance by the Town staff with final review by the Town Solicitor.

X. NEW BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: Review of the proposed budget for the Fireworks Event to take place on Sunday, July 7, 2024 (rain date July 8, 2024):
 - 1) Memorandum to the Town Council from Parks and Recreation Director Ray DeFalco.

- B) Review, Discussion, and/or Action and/or Vote: At the recommendation of Parks and Recreation Director DeFalco approval of a temporary allocation plan for the current vacant RV sites at Fort Getty Park:
 - 1) Memorandum to the Town Council from Parks and Recreation Director Ray DeFalco.

- C) Review, Discussion and/or Action and/or Vote regarding the Jamestown Arts Center request for permission to exhibit one (1) temporary artwork outside on Town property, June-October 2024:
 - 1) Letter to the Town Council requesting permission to use Town property to host the artwork.

XI. ORDINANCES, APPOINTMENTS, VACANCIES, AND EXPIRING TERMS

- A) Appointments, Vacancies, and Expiring Terms; Review, Discussion and/or Action and/or Vote:
- 1) Tick Task Force Ad Hoc Committee, Five to Seven (5-7) member vacancy, for an unspecified term, duly advertised in the December 14th, 21st, January 11th, 18th, and February 15th editions of the Jamestown Press:
 - a) Interested Applicant(s):
 - i) Cynthia Leonard
 - Application received January 2, 2024.
 - Interviewed on February 20, 2024.

XII. 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 5, 2024 (Regular meeting).
- B) Minutes of Boards/Commissions/Committees
- 1) Board of Canvassers Attendance Report- 2023.
 - 2) Tree Preservation and Protection Committee: Final Report to the RIDEM Forest Management Division.
- C) Finance Director's Report: Comparison Budget to Actuals as of January 31, 2024.
- D) Ratification of the Administratively approved Short-Term Rental application for the period of January 1, 2024 through December 31, 2024:
- 1) Michael Abbood, STR-35, 391 Sampan Avenue
 - 2) Vishal Sharma, STR-51, 11 Bryer Avenue
 - 3) Susan Maffei Plowden, STR-33, 45 Calvert Place
 - 4) Lise Santamour, STR-95, 20 Union Street
 - 5) Amy Barclay, STR-106, 85 Westwind Drive
 - 6) Vladimir Vezikov, STR-101, 25 Lincoln Street
- E) Abutter Notifications: Notice is hereby given that the Jamestown Zoning Board of Review will hold a public hearing on February 27, 2024, at the Jamestown Town Hall 93 Narragansett Avenue, Jamestown, Rhode Island at 7:00 p.m. upon the following:
- 1) Application of VHBC, LLC (Lindsay & Stephanie Haigh) whose property is located at 2 Watson Ave. and further identified as Assessor's Plat 8, Lot 774 for a special use permit from Article 6, Section 82-601(Special Use Permits) and Article 3, VI. Commercial Retail C. Eating & Drinking Places, 3. Lunchroom or restaurant (alcoholic beverages), to obtain the right to sell alcoholic beverages (currently limited to beer and wine), with amendment requested as follows: Monday through Sunday, 7am-10pm, with alcohol served during that time, with no other changes in already permitted operation. Said property is located in a CL zone and contains 7000 sq. ft.

- 2) Application of DISH Wireless L.L.C. and property owner of Town of Jamestown whose property is located at 96 Howland Ave, and further identified as Tax Assessor's Plat 9, Lot 152 for a Variance/Special Use Permit from Article 82, Section 601, to add a new wireless carrier, DISH Wireless, to the water tank on Howland Ave. DISH has proposed to install 3 antennas, 6 radios and accompanying wireless equipment to the water tank and will require a 5x7 lease area for ground equipment. Said property is located in a R-8 zone and contains 0.5234 acres.
- F) Consent to release interest and lease of 6 West Street on behalf of the Town of Jamestown.
- G) Approval of the Settlement Agreement regarding a tax assessment for a certain property identified at 129 Walcott Avenue, Plat 9, Lot 651, between the Town of Jamestown and Mary C. Kirk, and Jonathan D. Carlisle("Owners") in their capacities as Trustees of the "Marital Trust Under Article Sixth of the Will of Rufus Bullock".
- H) One-Day Event/Entertainment License Applications: All One-Day Event/Entertainment license application approvals are subject to any COVID-19 protocols in effect at the time of the event:
- 1) Applicant: Out of the Box Gallery & Studio
Event: Rhodéo Poets 2024
Date: see attached
Location: 11 Clinton Avenue
 - 2) Applicant: Out of the Box
Event: Community in Bloom: connecting Through Art & Vision
Date: March 8, 2024
Location: 11 Clinton Avenue
 - 3) Applicant: Jamestown Arts Center
Event: Back to Bucha (film screening)
Date: February 25, 2024
Location: 18 Valley Street
 - 4) Applicant: Jamestown Arts Center
Event: Newport Film: Frida
Date: March 6, 2024
Location: 18 Valley Street
 - 5) Applicant: Jamestown Arts Center
Event: Motion State Dance Film Series
Date: March 8, 2024
Location: 18 Valley Street

- 6) Applicant: Jamestown Arts Center
Event: Newport Live Presents: Jax Hollow
Date: March 16, 2024
Location: 18 Valley Street
- 7) Applicant: Jamestown Arts Center
Event: Opening Reception: “Second Time Around”
Date: March 22, 2024
Location: 18 Valley Street
- 8) Applicant: Central Baptist Church
Event: Indoor Yard Sale
Date: April 20, 2024
Location: 99 Narragansett Avenue
- 9) Applicant: Town of Jamestown
Event: Jamestown 4th of July Fireworks
Date: July 7, 2024 (July 8, 2024 rain date)
Location: East Ferry
- 10) Applicant: Jamestown Ukraine Relief Project (JURP)
Event: Sunflower Family Festival
Date: August 24, 2024
Location: Lawn School Field
- I) Approval of the Jamestown Community Group Application for use of the Jamestown Clubhouse building:
1) Jamestown Yacht Club.
- J) Approval of the Peddler and Holiday 2024 Renewal License Application:
1) A.B. Munroe Dairy Inc., 151 Brow Street, East Providence, RI 02914.

XIII. 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 letter to: Town Council and Town Administrator
From: William and Mary Brennan
Dated: February 6, 2024
Re: Proposed Changes by the Harbor Management Commission to the West Ferry out hauls.
- 2) Copy of article to: Town Council and STR stakeholders
From: Marian Falla
Dated: February 8, 2024
Re: Short-Term Rentals Reduce School Funding.

- B) Resolutions from other Rhode Island Cities and Towns:
- 1) Resolution of the Town Council, Town of Charlestown, in Support of Full Funding of Categorical Transportation Aid as Outlined in RIGL§16-7.2-6.
 - 2) Resolution of the Town of Hopkinton, in Support of Rhode Island League of Cities and Towns 2024 Legislative Priorities.
 - 3) Resolution # 2024-2, Town of Richmond, in Opposition of Option A, Chariho Regional School District, New School Initiative & Stage II Application.

XIV. 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 Police Department. Notice is also posted 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 February 15, 2024.

Project Update February 2024

WELLS

JR-1, JR-3

- JR-1 is in service.

TREATMENT PLANT

- A licensed operator from Veolia continues to train with our staff at the water treatment plant.
- I have provided a copy of the Draft Water District Build-out Analysis prepared by Pare Corporation. This report is an update to the study performed in 2010 for planning and includes projected future population growth within the service area, projected numbers of units, and total potential connections to the Towns water system. This report will be included as part of the Water System Supply Management Plan update that must be completed by April for submission to the Water Resources Board. I would like to schedule a workshop meeting for Pare to attend to present the information to the Commission. At that meeting we can discuss the update to our Rules and Regulations.
- I met with staff from the RI Department of Health and URI to participate in the Rhode Island Coastal Hazards Analysis Modeling and Predictions (RI CHAMP) program. They will be modeling the water treatment property to determine the impacts from coastal storms and flooding.
- I have provided a notice received from the RIDOH regarding updates to state legislation and federal regulations to reduce lead in drinking water. We are required to conduct and submit a service line inventory to the RIDOH by October 16, 2024. Based upon records and existing watermain pipe information there are approximately 88 properties with services that may have lead connections or piping.

TRANSFER PUMPING/RESERVOIR

- The water department is not transferring water from south pond to north pond
- Staff from the water department and highway department repaired a leak in the transmission main that feeds water to the treatment plant. The leak was found in the pipe between South Pond and the treatment facility

DISTRIBUTION SYSTEM

South Pond @ 6 MG

Usable Storage, 6 Million Gallons

North Pond @ 60 MG

Usable Storage 60 Million Gallons

- A leak was discovered on a water service on Maple Avenue. The homeowner repaired the pipe on the property.
- Water service leaks were repaired by the water department on Conanicus Avenue and Walcott Avenue.
- Two separate leaks were found from water main piping on Knowles Court and Hamilton Avenue and repaired by the water department

WASTEWATER TREATMENT PLANT

- The monthly average daily flow at the treatment plant for January was 0.71 million gallons per day. The monthly average allowed by our discharge permit is 0.73 million gallons per day. The peak daily flow was 1.58 million gallons.
- Doug Ouellette, the wastewater superintendent, and I met with the staff from RIDEM to review the draft Discharge Permit for the wastewater facility. The Draft permit has been posted by the RIDEM for public notice to receive comments by March 21, 2024.
- Staff from Weston and Sampson met with the Wastewater staff to review the wastewater treatment facility and pump stations. The purpose of this meeting was to perform visual inspections and conditions assessment of existing equipment, piping, instruments, pumps, process controls, electrical service, etc.



Department of Health
 Center for Drinking Water Quality
 Three Capitol Hill, Rm. 209
 Providence, RI 02908-5051
 401-222-5867
 TTY: 711
www.health.ri.gov

January 18, 2024

PWS# RI1858419

MICHAEL GRAY
 JAMESTOWN WATER DEPARTMENT
 93 NARRAGANSETT AVENUE
 PO BOX 377
 JAMESTOWN, RI 02835

Re: Regulatory Update: Rhode Island Service Line Inventory and Lead Service Line Replacement Requirements

Dear Public Water System Official,

Recent updates to state legislation and federal regulations intended to reduce lead in drinking water have resulted in new service line inventory and lead service line replacement requirements. All non-transient, non-community and community public water systems (collectively referred to herein as “PWSs”) are required to conduct and submit a service line inventory to the Rhode Island Department of Health (RIDOH) by **October 16, 2024**. Please find additional information about the requirements, available technical assistance, and funding opportunities in this letter.

Lead is toxic. Exposure to even small amounts of lead during childhood can have lifelong impacts. Creating a service line inventory is an important step toward eliminating lead in drinking water. By meeting the requirements of the National Primary Drinking Water Regulations, including the Lead and Copper Rule, Rhode Island public water systems have made significant contributions to public health and safe drinking water for decades. Updates to the Lead and Copper Rule as well as to Rhode Island law will improve upon those contributions by better protecting communities from the risks of lead exposure and getting the lead out of our state’s drinking water.

Relevant Laws, Regulations, and Guidance

The new service line requirements were established by recent amendments to the *Rhode Island Lead Poisoning Prevention Act* (LPPA), R.I. Gen. Laws § 23-24.6-1 *et seq* (<http://webserver.rilin.state.ri.us/Statutes/TITLE23/23-24.6/INDEX.HTM>) and amendments to the federal Lead and Copper Rule, known as the Lead and Copper Rule Revisions (LCRR).

Please note that on December 6, 2023, the Environmental Protection Agency (EPA) proposed a new rule—the Lead and Copper Rule Improvements (LCRI)—that, when finalized, may change certain requirements and deadlines in the LCRR. EPA has said it expects to publish the final LCRI before October 16, 2024. More information about the LCRI can be found on EPA’s LCRI

webpage (<https://www.epa.gov/ground-water-and-drinking-water/proposed-lead-and-copper-rule-improvements>).

RIDOH is developing guidance for PWSs on how the LPPA and the LCRR will be implemented. RIDOH is awaiting further guidance information from EPA on the final LCRI, which may impact RIDOH's regulatory implementation plan. Please look out for additional guidance from RIDOH in the form of emails and updates to RIDOH's website (health.ri.gov/water/about/RevisedLeadCopperRule) in the coming months. Please contact the RIDOH Center for Drinking Water Quality if you have any questions.

Service Line Inventory and Replacement Requirements

Key Definitions

The following terms are necessary to understand how to designate service lines in compliance with the service line inventory and replacement requirements in Rhode Island:

- *Lead service lines* are broadly defined as any part of a public or private service line that is made of, lined with, or contains materials consisting of lead, and **importantly, includes service lines with galvanized steel or iron.**
- *Galvanized* refers to iron or steel piping that has been dipped in zinc to prevent corrosion or rusting.
- *Galvanized requiring replacement* refers to galvanized service lines that are or were at any time downstream of a lead service line or are currently downstream of a lead status unknown service line. This term may be applicable when a system is classifying a service line as "non-lead" or "lead status unknown." See the *Service Line Inventory* section below for more on galvanized requiring replacement service lines.
- *Non-lead* refers to service lines that are determined through an evidence-based record, method, or technique not to be lead or galvanized requiring replacement.
- *Lead status unknown* refers to the designation given to service lines where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line. A service line must be classified as lead status unknown if there is no documented evidence supporting material classification or if a non-lead determination cannot be made. Under the LPPA, service lines that are "lead status unknown" will be considered lead service lines.

Initial Service Line Inventory – due by October 16, 2024

In Rhode Island, PWSs must develop an inventory of **all public- and private-side service lines** connected to the public water distribution system that classifies the lines as lead service lines, non-lead service lines, or lead status unknown service lines.

PWS are also strongly encouraged to identify the specific material (e.g., copper, plastic, galvanized iron, etc.) of all components of the service lines. This information will be needed for determining whether replacement of certain service lines and components is eligible for funding under certain Drinking Water State Revolving Fund (DWSRF) sources.

PWSs must submit their initial inventories to RIDOH by October 16, 2024. Please see our website for current acceptable methods for identifying service line materials, including an

inventory template modified to meet both EPA and Rhode Island requirements:
health.ri.gov/water/about/RevisedLeadCopperRule

About classifying galvanized service lines: It is important to note that Rhode Island and EPA differ on how galvanized service lines should be classified. Rhode Island's LPPA is stricter than EPA's LCRR in how it classifies galvanized service lines as lead lines and omits the "galvanized requiring replacement" classification. RIDOH encourages systems to classify its service lines according to both the LCRR and LPPA requirements and to identify the specific material (e.g., copper, plastic, galvanized iron, etc.) of all components of the service lines. Doing so will help the PWS if and when seeking DWSRF funding for replacement of its service lines.

Because the Rhode Island LPPA's classification requirements are stricter than EPA's LCRR requirements, PWSs are required to classify service lines according to Rhode Island's classification standards. If a PWS seeks funding from certain federal pots of money, the PWS will also need to classify its service lines following EPA's specific classification requirements as further detailed below. RIDOH has created an inventory template that includes two columns for classifying service lines: (1) a "RI Service Line Material Classification" column, and (2) an "EPA Service Line Classification" column. RIDOH encourages PWSs to use this template.

Under the LPPA, PWSs must classify their service lines into one of three categories: lead, non-lead, or lead status unknown. In Rhode Island all galvanized service lines must be classified as lead service lines, with two exceptions. The PWS can classify a galvanized service line as "non-lead" if it can demonstrate that any part of the line is not and was never downstream of a lead service line and is not currently downstream of an unknown service line (i.e., that the galvanized line is not "galvanized requiring replacement"); or it can classify a galvanized service line as "lead status unknown" if applicable.

In contrast, under the LCRR, systems must classify their service lines into one of four categories: lead, galvanized requiring replacement, non-lead, or lead status unknown. Though "galvanized requiring replacement" is not a required classification in Rhode Island, knowing whether a service line is "galvanized requiring replacement" is necessary if a system seeks funding for the replacement of galvanized service lines or components under certain DWSRF sources. Under the LCRR, a galvanized service line must be classified as "galvanized requiring replacement" if it is or was at any time downstream of a lead service line or is currently downstream of a lead status unknown service line. By contrast, under Rhode Island's LPPA, such a line would be classified as "lead."

Lead Service Line Discovery, Consumer Notice, and Filters

PWSs must send written notification to property owners and the tenants of a building within 30 days of identifying a public or private lead service line or lead status unknown service line that supplies drinking water to their building or dwelling. To reach both the property owner and any tenants of the building, the PWS must send the notification to the billing address (to inform the property owner) of the building, as well as all mailing addresses at the building (to reach every unit within the affected address). The PWS must also send a copy of each notification to RIDOH within the same 30-day deadline.

PWSs are strongly encouraged to use the template notification RIDOH developed, which includes all of the elements required by LPPA. It is available in English and Spanish on the webpage: health.ri.gov/water/about/RevisedLeadCopperRule. If the PWS's community speaks a language other than English or Spanish, the PWS should seek translation services to provide the notice in the appropriate languages.

At this time, RIDOH is not requiring systems that previously detected lead service lines or lead status unknown service lines prior to the LPPA's effective date of June 24, 2023, to send consumer notifications. However, the LCRI requires a similar notification to consumers within 30 days of completion of the required inventory and a repeat notice every year thereafter. Assuming the LCRI does not change that requirement, PWSs must be prepared to comply with it. Additional guidance will be made available in the coming months.

PWSs that have identified a public or private lead service line or lead status unknown service line must provide to the consumer, upon request, a filter pitcher or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, instructions to use the filter, and six months of filter replacement cartridges. Filters that are certified to comply with NSF Standard 53 for the removal of lead will meet the certification requirement. Before distributing any filters to consumers, PWSs must get approval from RIDOH for the type of filter the PWS intends to provide. PWSs may send an email attaching the filter's specifications, including the appropriate certification, to RIDOH at DOH.RIDWQ@health.ri.gov with "Service Line Inventory" in the subject line.

Private Side Service Line Inspection, Replacement, and Consumer Notice

PWSs that have detected a public side lead service line or a public or private side lead status unknown service line, must inspect the private side service lines, at no cost to the property owner, to determine if lead, galvanized iron, or galvanized steel is present. If lead is detected in any service line, the lead service line must be replaced. Contingent on available funding, all lead service lines must be replaced over the next 10 years.

PWSs must notify RIDOH if a property owner refuses to allow an inspection or replacement of private side service lines. The form notification is available on the following webpage: health.ri.gov/water/about/RevisedLeadCopperRule. RIDOH also prepared template notifications to send the property occupants, available in English and Spanish, for an inspection refusal and for a replacement refusal. PWS are strongly encouraged to use these templates which include all required elements of the LPPA. If the PWS's community speaks a language other than English or Spanish, the PWS should seek translation services to provide the notice in the appropriate language(s). The templates are available on the webpage: health.ri.gov/water/about/RevisedLeadCopperRule.

After inventories are completed, PWSs that have identified lead or lead status unknown service lines must develop lead service line replacement plans. These plans will need to be submitted to RIDOH. RIDOH will have more guidance on the required deadline and contents of the replacement plans after EPA promulgates the LCRI.

Under the LCRR, after any disturbance to a lead service line or lead status unknown service line or after any partial or full replacement of such service lines, PWSs must notify affected consumers. RIDOH will follow up with additional guidance on notification requirements and with template notifications when available. PWSs must also provide consumers with a filter pitcher or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, instructions to use the filter, and six months of filter replacement cartridges before the affected service line is returned to service. As noted above in the "Lead Service Line Discovery, Consumer Notice, and Filters" section, PWSs must get advance approval from RIDOH for the type of filter the PWS intends to provide consumers by emailing RIDOH the filter's specifications.

Annual Reporting

PWSs must submit an annual report with information about their service line inventories and replacement statuses to the Governor, the President of the Rhode Island State Senate, the Speaker of the Rhode Island House of Representatives, the Director of Health, and the Executive Director of the Rhode Island Infrastructure Bank within 90 days of the end of each fiscal year. The State of Rhode Island's fiscal year ends on June 30 of each year. PWSs that have not begun inventory and replacement work can voluntarily submit a report for the year 2023 indicating that they are in the process of planning for future work. PWS whose initial inventories contain only non-lead service lines are not required to provide subsequent annual reports.

Technical Assistance

RIDOH has created a webpage for public water systems with information about inventory and replacement plans. health.ri.gov/water/about/RevisedLeadCopperRule. The webpage includes submission requirements, links to EPA's inventory template and guidance for PWSs (by size), instructions for getting started on the inventory and verifying service line materials, notification templates, and more.

Additionally, RIDOH will be hiring a contractor with expertise in LCRR compliance and specialized experience in service line inventory and lead service line replacement plan development. The contractor will be available to PWSs that need assistance with developing their inventories, reporting, and creating their lead service line replacement plan. Assistance will be available at no cost to the PWSs. Watch for additional communications from RIDOH as more information about the technical assistance opportunity becomes available.

Funding Opportunities

Eligible systems will be able to apply for funding through the DWSRF for service line inventory development. Funding is also available for lead service line replacement through the DWSRF.

In order to receive funding through the DWSRF for a project, PWSs must apply to have the project added to the RIDOH Project Priority List (PPL) by March 2024. Every year, RIDOH sends a letter to PWSs eligible for the PPL. For PPL applications and more information about DWSRF, you can visit the webpage health.ri.gov/DWSRF or contact the Center for Drinking Water Quality using the information below.

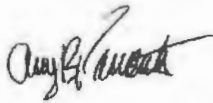
PWSs that serve a population of less than 10,000 people should consider the DWSRF as a funding source even for relatively small projects. If it is determined that the PWS is economically disadvantaged, then subsidies such as lower interest rates, zero interest rates, and/or additional forgiveness may be available.

Another possible source of funding is the *Water Infrastructure Improvements for the Nation (WIIN) Act's* Small, Underserved, and Disadvantaged Communities grant. To express interest, contact Anna Coelho Cortes at the Rhode Island Infrastructure Bank by emailing acoelho@riib.org with a project description and cost estimate by February 29, 2024. For grant details, please visit www.epa.gov/dw/capacity/wiin-grant-small-underserved-and-disadvantaged-communities-grant-program-0.

This letter will also be sent by email. If you have any questions regarding this letter, you may contact the RIDOH Center for Drinking Water Quality by emailing DOH.RIDWQ@health.ri.gov with "Service Line Inventory" in the subject line or by calling 401-222-6867.

Thank you for your cooperation and ongoing work to ensure access to safe drinking water for all Rhode Islanders.

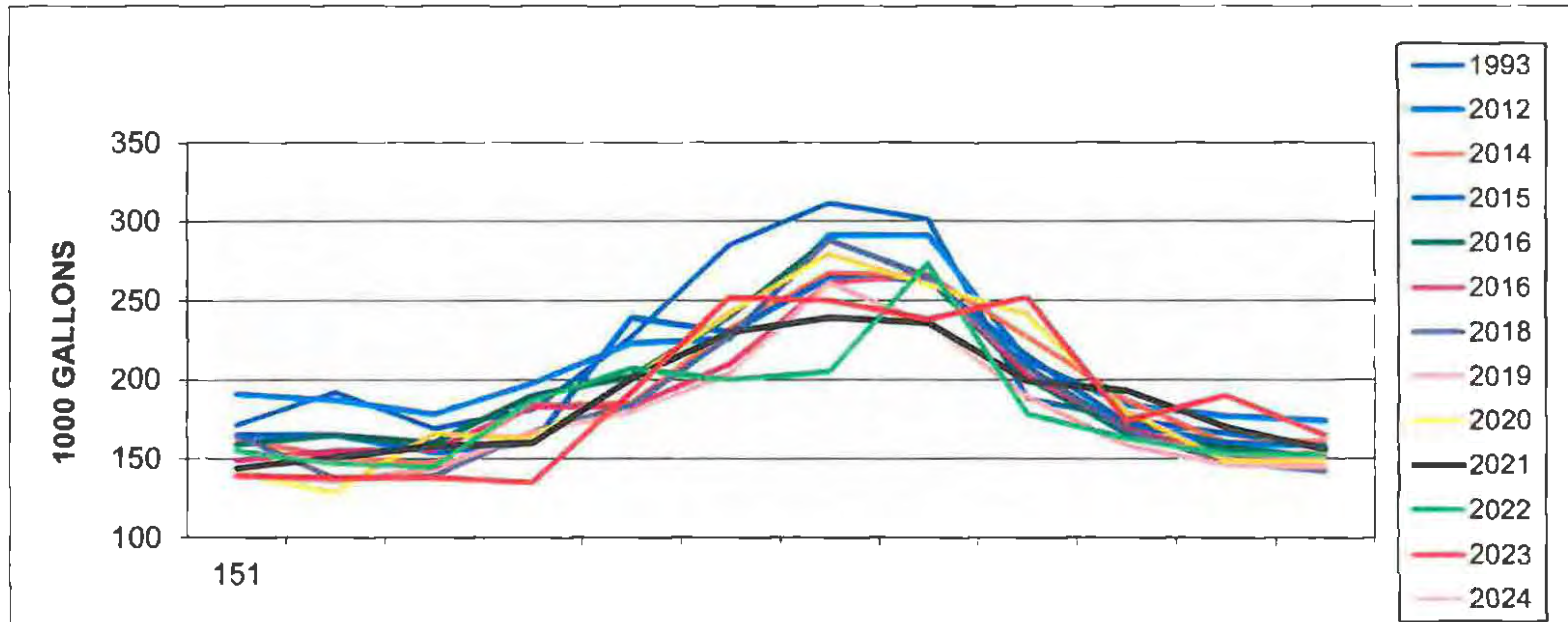
Sincerely,



Amy Parmenter
Chief Administrator
Center for Drinking Water Quality

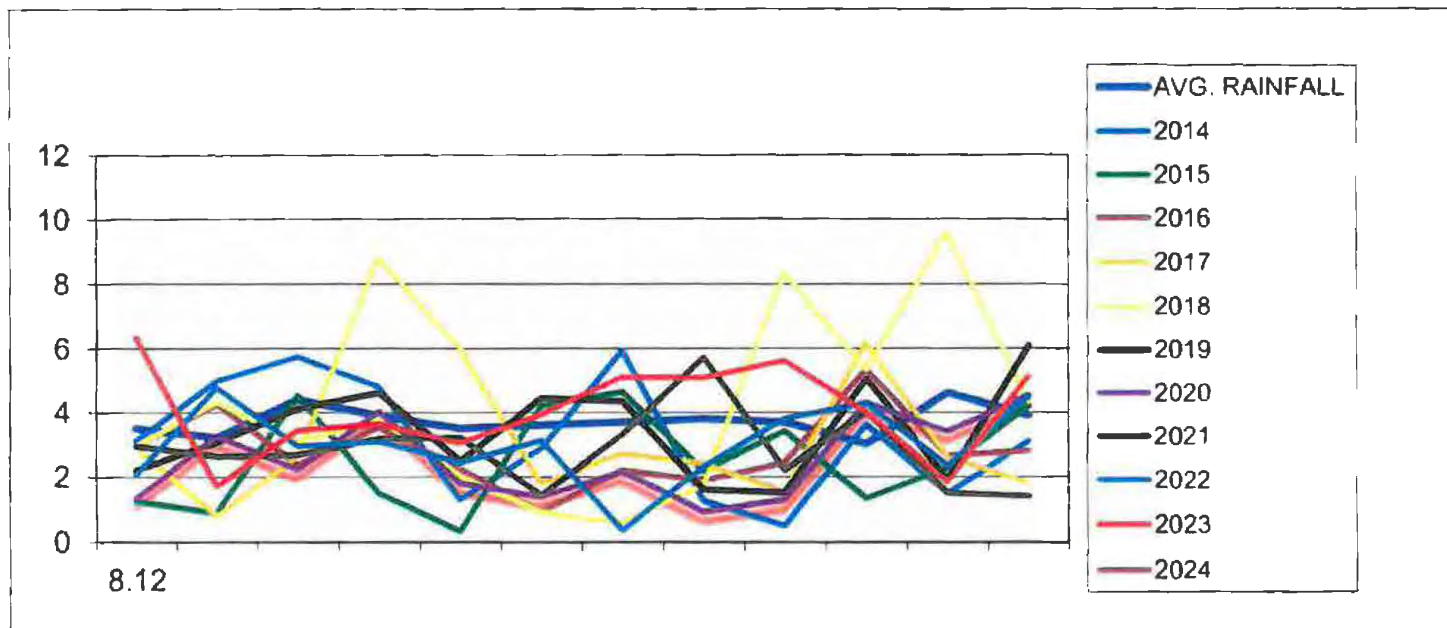
	1993	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	171	172	155	191	163	165	159	149	165	141	141	144	155	139	151
Feb	192	158	156	187	151	165	165	155	137	135	129	151	147	138	
Mar	169	157	155	178	147	154	160	156	139	144	166	158	145	138	
Apr	181	180	170	198	184	160	190	183	167	167	163	160	187	135	
May	227	212	190	223	185	239	202	183	184	179	200	201	207	192	
Jun	285	226	221	226	232	230	240	210	227	204	242	230	200	252	
Jul	311	279	278	291	267	264	288	261	288	261	279	239	205	250	
Aug	301	254	242	291	266	263	264	266	265	235	260	236	273	238	
Sep	188	205	210	212	227	215	201	203	208	189	241	199	178	252	
Oct	175	175	175	184	187	172	166	170	168	158	180	193	163	174	
Nov	166	164	167	177	160	160	157	151	148	146	149	170	153	190	
Dec	158	158	180	174	161	158	151	151	142	145	149	156	153	165	

PUMPING REPORT



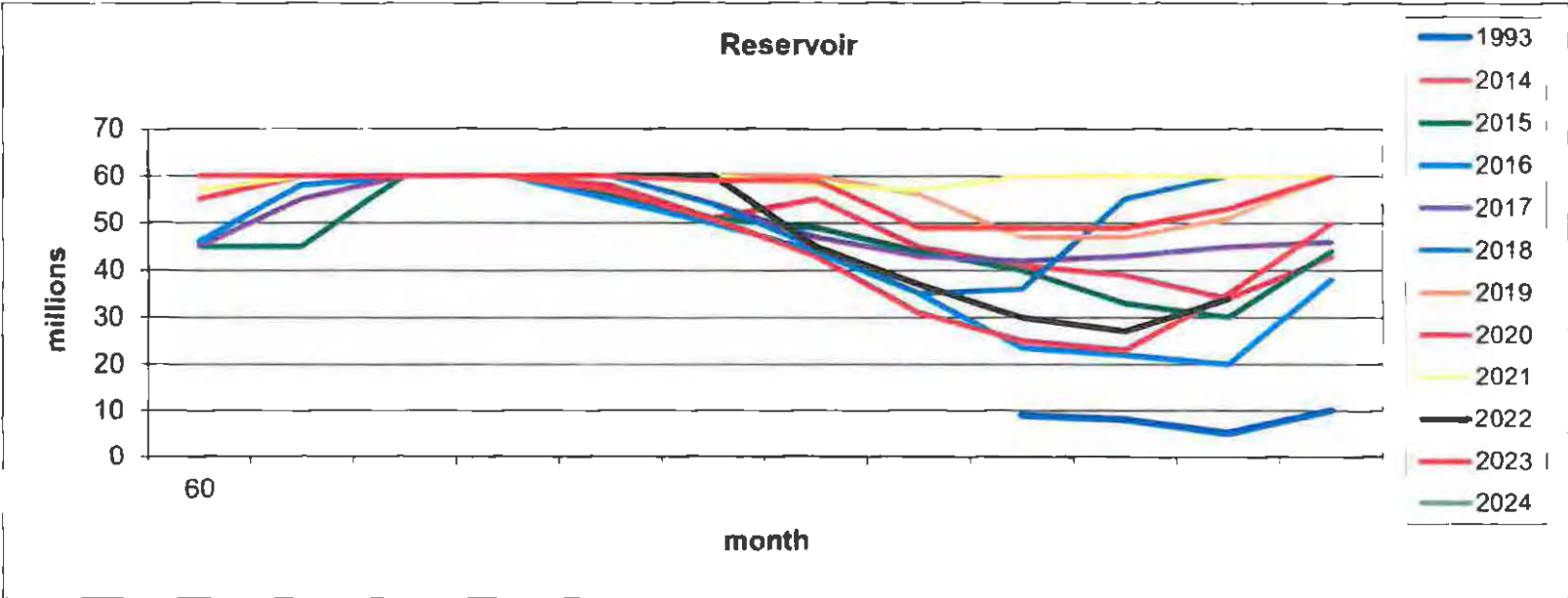
	AVG. RAINFALL	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	3.5	3.1	1.22	2.94	2.94	2.94	2.19	1.3	2.94	2.04	6.36	8.12
Feb	3.2	4.98	0.86	4.25	0.76	4.33	3.06	3.26	2.62	4.77	1.7	
Mar	4.4	5.74	4.53	2.36	2.62	3.07	4.11	2.21	2.66	2.94	3.44	
Apr	3.9	4.8	1.47	3.53	8.8	3.79	4.61	4.03	3.18	3.08	3.65	
May	3.5	1.27	0.32	2.24	6.03	2.03	2.46	1.79	3.2	2.43	3.03	
Jun	3.6	2.86	4.2	0.89	1.79	0.89	4.44	1.36	1.4	3.11	3.93	
Jul	3.7	5.93	4.63	2.19	2.7	0.61	4.33	2.16	3.3	0.35	5.1	
Aug	3.8	1.23	2.17	1.88	2.4	1.73	1.58	0.91	5.71	2.29	5.08	
Sep	3.7	0.5	3.41	2.42	1.54	8.35	1.49	1.27	2.19	3.81	5.62	
Oct	3	3.61	1.31	5.33	6.18	5.34	5.04	4.29	4.03	4.28	4	
Nov	4.6	1.47	2.27	2.63	2.61	9.61	1.89	3.39	1.47	2.33	1.83	
Dec	3.9	3.1	4.2	2.79	1.81	4.33	6.09	4.53	1.38	4.48	5.12	
Total	44.8	38.59	30.59	33.45	40.18	47.02	41.29	30.5	34.08	35.91	48.86	

RAINFALL

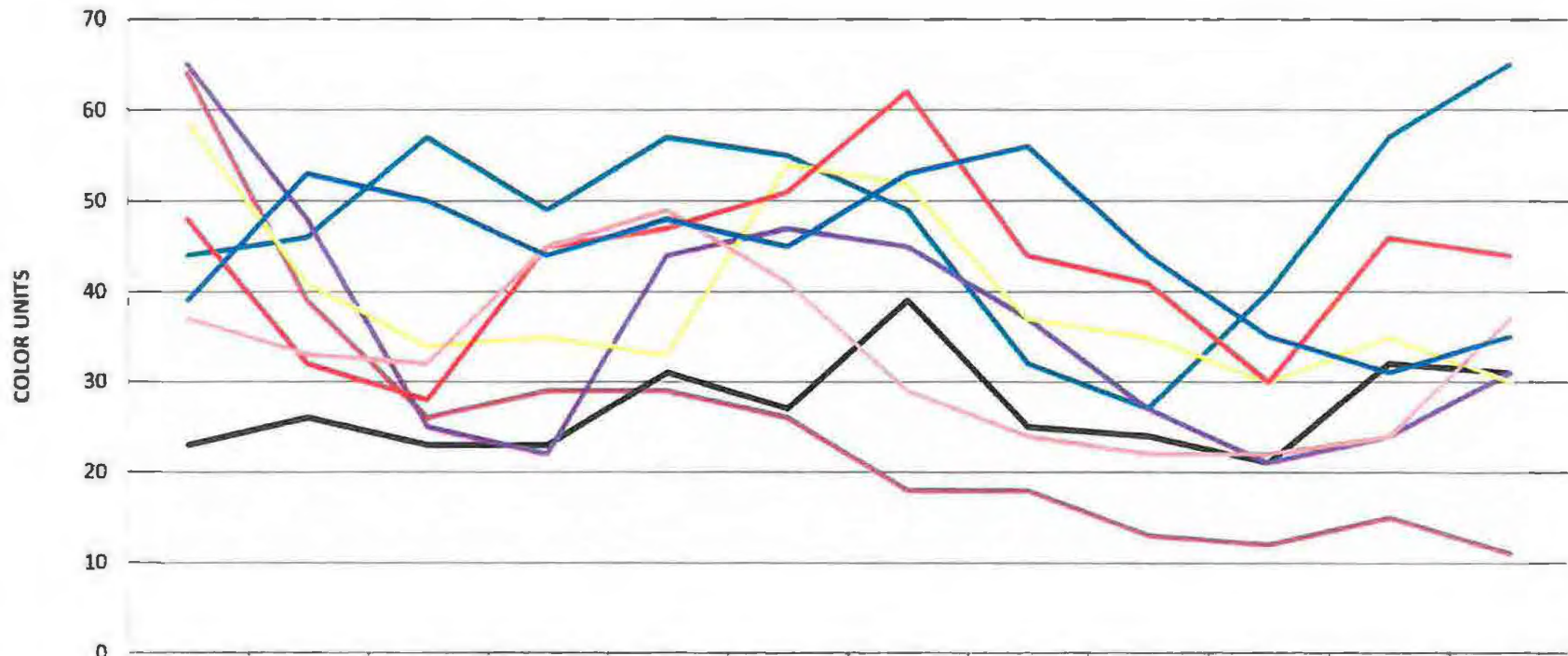


RESERVOIR LEVEL

	1993	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan		55	45	46	45	60	60	60	57	60	60	60
Feb		60	45	58	55	60	60	60	60	60	60	60
Mar		60	60	60	60	60	60	60	60	60	60	60
Apr		60	60	60	60	60	60	60	60	60	60	60
May		58	56	55	60	60	60	57	60	60	60	60
Jun		51	51	50	54	54	60	51	60	60	59	59
Jul		55	49	44	47	45	60	43	58	45	59	59
Aug		45	44	35	43	35	56	31	57	37	49	49
Sep	9	41	40	23.5	42	36	47	25	60	30	49	49
Oct	8	39	33	22	43	55	47	23	60	27	49	49
Nov	5	34	30	20	45	60	51	35	60	34	53	53
Dec	10	43	44	38	46	60	60	50	60	48	60	60



Transfer Pumping NORTH POND WATER QUALITY



	1	2	3	4	5	6	7	8	9	10	11	12
2016	64	39	26	29	29	26	18	18	13	12	15	11
2017	23	26	23	23	31	27	39	25	24	21	32	31
2018	44	46	57	49	57	55	49	32	27	40	57	65
2019	65	48	25	22	44	47	45	37	27	21	24	31
2020	59	41	34	35	33	54	52	37	35	30	35	30
2021	48	32	28	45	47	51	62	44	41	30	46	44
2022	37	33	32	45	49	41	29	24	22	22	24	37
2023	39	53	50	44	48	45	53	56	44	35	31	35
2024	38											



TOWN OF JAMESTOWN WWTF
MONTHLY REPORT
January 2024

Douglas Ouellette, Superintendent

Parameters

	<u>Monthly Avg.</u>	<u>Permit Limit</u>	<u>Notes</u>
Flow	.7104 MGD	.73 MGD	
Daily Max	1.5790 MGD		
BOD Removal	98.8%	85%	% Removed
TSS Removal	90.4%	85%	% Removed
Fecal Coliform	1.10	No limit, report only	
Enterococci	2.11	(<35 cfu/100ml Monthly)	(<276 cfu/100ml Daily)

Environmental Compliance (Violations)

There were no violations for the month of January

Complaints

There is one complaint to report for the month of January. 9 Coronado St reported trouble. Facility staff responded and determined that the problem was in the house service but still jetted the town line as a precaution.

Alarms

There are no alarms to report for the month of January.

Septage

The facility received no septage for the month.

Sludge Production

The facility did not need to process any sludge in January.

Maintenance Management

The Crew completed 69 work orders for the month of January. Inland Waters removed the scum blanket measuring between one to two feet from the top of wetwells of pump stations #1 and #2. This scum layer consists of flushable wipes and (F.O.G) fats oils and grease that come together in the wetwells to form a mat. This mat can interfere with level controls and also contributes to odors at the stations.

Chemical Use

The facility used 791 gallons of Sodium hypochlorite and 6,200 pounds of lime for process control.

Collection System

31 pump station inspections were completed. 12 Gen Set inspections were performed. All stations are operating as designed.

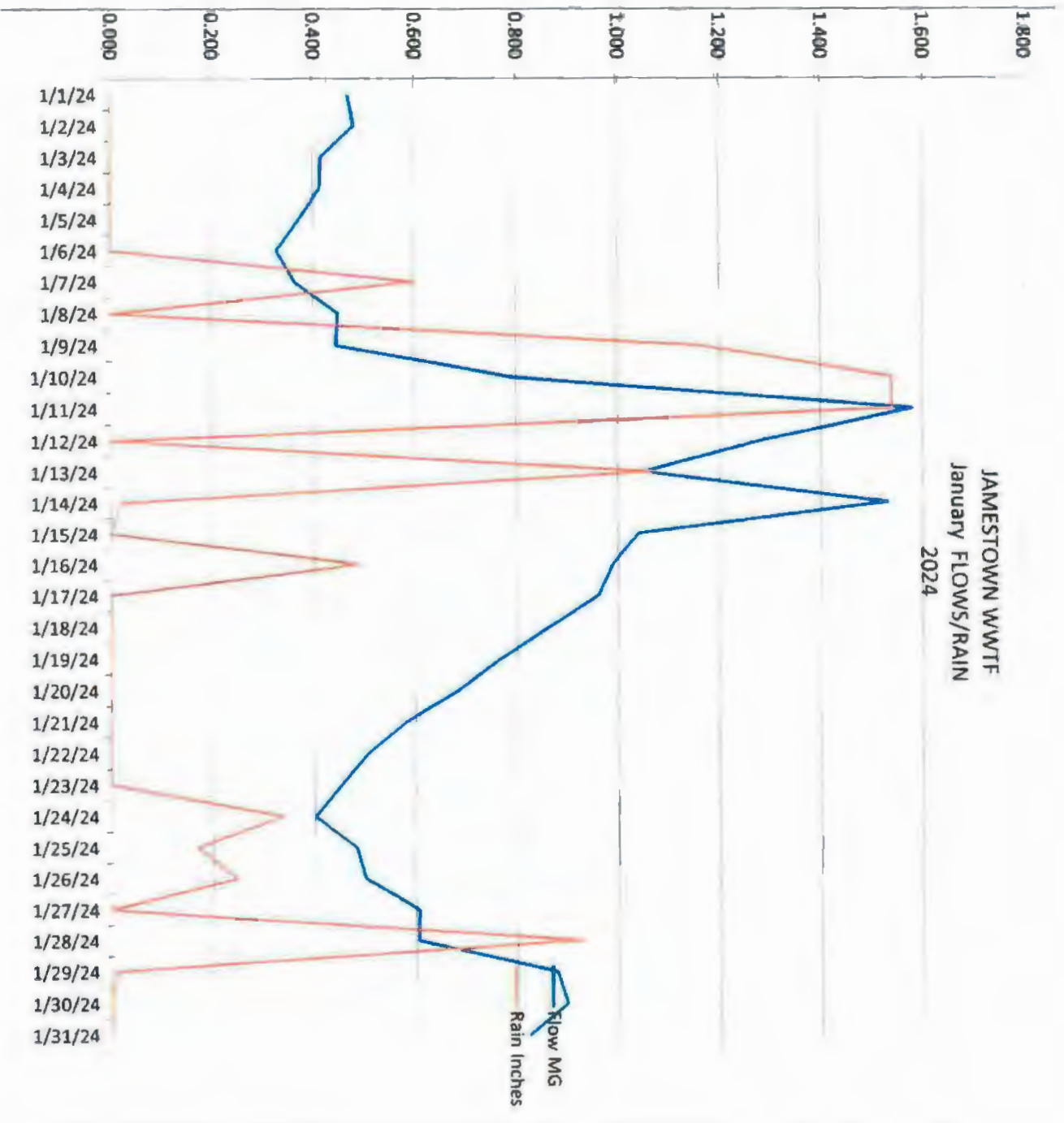
Energy Use

Energy use at the plant for the month was: 24,248 KWH

Precipitation

Precipitation measured in at 8.12"

Graphs



Pare Project No. 17103.02

**TOWN OF JAMESTOWN RHODE ISLAND
DEPARTMENT OF PUBLIC WORKS**

**WATER DISTRICT
BUILD-OUT ANALYSIS**

Prepared for:

Town of Jamestown
Department of Public Works
93 Narragansett Avenue
Jamestown, RI 02835

Prepared by:



Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865

DRAFT

FEBRUARY 2024



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Section 1 – Introduction

1.1 Project Purpose and Scope

This build-out analysis report has been prepared to reflect the most recent residential and commercial geographic information system (GIS) data that was used to determine the maximum potential future population growth over time under the current rules and regulations for the Town of Jamestown water district community.

The objective of this build-out analysis report is to get a sense of what the maximum potential future calculated population will be so that the Town of Jamestown can plan long-range goals for the water district community.

The last build-out analysis was conducted by the Town of Jamestown in the summer of 2010.

1.2 Assumptions and Considerations

The Town of Jamestown's build-out analysis was conducted with the following assumptions and considerations:

1. Current zoning regulations are intact.
2. The accessory dwelling units (ADUs) were determined based on any residential lot size in the water district greater than or equal to 20,000 square feet.
3. Average household size is 2.34 persons per household for 2017 through 2021 (based on 2022 U.S. Census Bureau Data - American Community Survey (ACS)).
4. An average of 15% of the land will be used for roads and infrastructure in subdivided residential area (this percentage was average for Jamestown subdivisions).
5. Wetland property protected under the Wetlands Protection Act, enforced by regulations administered by the Rhode Island Department of Environmental Management (RIDEM), and shown on the Rhode Island Geographic Information Systems (RIGIS), will not be built upon.
6. Extensions and connections into the Town of Jamestown's water system are consistent with current regulations of the Board of Water and Sewer Commissioners.
7. New residential development from urban and rural vacant lots were based on single family homes and ADUs throughout the entire water district. Developable sub-divided lots were calculated based on the minimum lot size for each vacant lot.
8. All dwelling units are year-round and not seasonal.
9. Governmental demand will remain unchanged through build-out.
10. The assessors data used in this analysis is from October 2022.



1.3 Definitions

The following definitions may be useful in interpreting the build-out analysis:

Vacant - All land, urban or rural, that does not have any structures valued over \$10,000 and includes but is not limited to undeveloped residential and commercial lands, water bodies, agricultural land, recreation land, and open space lands.

Developable Land – All land that is currently not protected from development through deed restrictions, easements, or open space zoning and does not contain natural characteristics which would prohibit development (the presence of wetlands or constraints due to soil type).

Non-Vacant Developable Sub-Dividable Properties – Properties that have structures worth more than \$10,000 and have land in excess of two-times that required by zoning for the minimum lot size.

Accessory Dwelling Units – In January 2023, Rhode Island General Law 45-24, as amended and titled, “An Act Relating to Towns and Cities – Zoning Ordinances”, allows the owner to build an ADU on any lot with a total area of 20,000 square feet or more for which the primary use is residential and where the proposed ADU is located within the existing footprint of the primary structure or existing secondary attached or detached structure and does not expand the footprint of the structure.

Persons Per Household (PPH) – Equals the total 2022 population of Jamestown divided by the total occupied housing units (statistics from the 2022 U.S. Census Bureau-ACS).

Commercial – All commercial property and property which is partly commercial and partly residential. The commercial zones include commercial downtown (CD), commercial limited (CL), and commercial waterfront (CW). CD is Jamestown’s central business district. CL is the zone of Jamestown that transitions from strictly residential to commercial use areas. CW is the district that is intended to encourage water-dependent land uses.



Section 2 – Build-Out Analysis

The tables that follow show the results of residential and commercial build-out analysis, including projected future population growth within the service area, projected numbers of units, and total potential connections to the Town's water service for water use projections. A build-out analysis reflects the greatest potential growth under the current regulatory framework (zoning and subdivision regulations). Other factors such as environmental and economic conditions influence land development and will ultimately influence the rate of population growth.

The build-out analysis is shown in detail on the spreadsheets and GIS figures provided in Appendix A. The tables presented below are a summary of the data and calculations provided in Appendix A.

2.1 Residential

The current minimum lot size for residential urban and rural single family property development are as follows:

Zone	Minimum Lot size (Square Feet)
R-8	8,000
R-20	20,000
R-40	40,000
RR-80	80,000

2.1.1 Vacant Property

The vacant developable properties were determined by creating a subset of the assessors' data which met the following criteria:

1. Were within the Rural or Urban water districts; and
2. Were zoned residential; and
3. Were vacant and developable;

Existing conforming and non-conforming lots are included in the totals for "Developable Vacant Lots".

New Lots that could be created from existing conforming vacant lots (i.e., lots that were at least 2 times the size of the minimum lot size allowed by zoning), are included under "Potential New Lots by Subdivision".

Table 1 – Residential Vacant Developable Properties (Single Family Lot Sizes)

Property Type	Developable Vacant Lots	Potential New Lots by Subdivision	Total Vacant and New Lots
Rural Vacant Residential	36	36	72
Urban Vacant Residential	23	4	27
Totals	59	40	99



2.1.2 Non-Vacant Property

The non-vacant subdividable properties were determined by creating a subset of the assessors' data which met the following criteria:

1. Were within the Rural or Urban water districts; and
2. Were zoned residential; and
3. Had an existing structure; and
4. Were at least 2 times the size of the minimum lot size allowed by zoning.

The analysis also takes into consideration the estimated 15% of land required for each lot needed for roads and infrastructure.

Table 2 – Residential Non-Vacant Developable Properties (Single Family Lot Sizes)

Property Type	Potential New Lots by Subdivision
Rural Non-Vacant Residential	188
Urban Non-Vacant Residential	99
Totals	287

2.1.3 Accessory Dwelling Units (ADUs)

The number of possible existing accessory dwelling units (ADUs) were determined by creating a subset of the assessors' data which met the following criteria and are included under "ADUs from Existing Lots":

1. Were within the Rural or Urban water districts; and
2. Were zoned residential; and
3. Had a lot size greater than or equal to 20,000 square feet.

Vacant and Non-Vacant Lots that could be subdivided (as summarized above) and met the above criteria, are included below under "New ADUs from New Lots"

Table 3 – Existing and Potential ADUs

<u>Property Type</u>	<u>ADUs from Existing Lots</u>	<u>New ADUs from New Lots</u>	<u>Total ADUs</u>
Rural ADU Residential	275	224	499
Urban ADU Residential	283	40	323
Total ADUs	558	264	822

It should be noted that the total ADUs in this analysis includes the ADUs as a result of this build-out analysis, but also includes the ADUs that are possible from existing lots.



2.1.4 Summary of Residential Property Build-Out

The following table summarizes the total potential residential build-out in the rural and urban districts.

Table 4 – Residential Property Build-Out Summary

Property Type	Lots
Developable Vacant Lots	59
Potential New Lots by Subdivision - From Vacant Lots	40
Potential New Lots by Subdivision of Non-Vacant Lots	287
Potential New ADUs from New Lots	264
ADUs from Existing Lots	558
Total Vacant Lots, Potential New Lots + ADUs	1,208

2.2 Commercial

The current minimum lot size for commercial urban and rural single family property development are as follows:

Zone	Minimum Lot size (Square Feet)
CL	8,000
CD	5,000
CW	8,000*

* The CW zone lot size represents Multi-Family Use Minimum Lot Size.

2.2.1 Vacant

The vacant developable properties were determined by creating a subset of the assessors' data which met the following criteria:

1. Were within the Rural or Urban water districts; and
2. Were zoned commercial; and
3. Were vacant and developable;

Existing conforming and non-conforming lots are included in the totals for "Developable Vacant Lots".

New Lots that could be created from existing conforming vacant lots (i.e., lots that were at least 2 times the size of the minimum lot size allowed by zoning), are included under "Potential New Lots by Subdivision".

Vacant lots that could be subdivided (i.e., were at least 2 times the size of the minimum lot size allowed by zoning) are also included below.



Table 5 – Commercial Vacant Developable Properties

Property Type	Developable Vacant Lots	Potential New Lots by Subdivision	Total Vacant and New Lots
Urban Vacant Commercial	0	0	0
Totals	0	0	0

2.2.2 Non-Vacant Property

The non-vacant subdividable commercial properties were determined by creating a subset of the assessors' data which met the following criteria:

1. Were zoned commercial; and
2. Had an existing structure; and
3. Were at least 2 times the size of the minimum lot size allowed by zoning.

The analysis also takes into consideration the estimated 15% of land required for each lot needed for roads and infrastructure.

Table 6 – Commercial Non-Vacant Developable Properties

Property Type	Potential New Lots by Subdivision
Urban Non-Vacant Commercial	78
Totals	78

2.2.3 Summary of Commercial Property Build-Out

The following table summarizes the total potential commercial build-out in the rural and urban districts.

Table 7 – Commercial Property Build-Out Summary

Property Type	Lots
Developable Vacant Lots	0
Potential New Lots by Subdivision	78
Total Vacant Lots, Potential New Lots + ADUs	78

Section 3 – Water System Impacts

3.1 Water Service Connections

Based on the analysis in Section 2, below is a summary of the potential number of new units at full build-out. For this analysis, it is assumed that each new lot or ADU will result in 1 new water service connection.

Table 8 – Residential and Commercial Property Build-Out Summary

Property Type	Lots
Total Residential Vacant Lots, Potential New Lots + ADUs	1,208
Total Commercial Vacant Lots, Potential New Lots	78
Total Additional Residential and Commercial Lots at Build-Out	1,286

The increase in the number of new residential and commercial lots will have a corresponding increase in the number of new water service connections.

Table 9 – Potential New Residential and Commercial Connections

Property Type	Connections
Current Residential Connections	1,420
Potential New Residential Connections	1,208
Potential Total Residential Connections at Build-Out	2,628
Current Commercial Connections	96
Potential New Commercial Lots	78
Potential New Commercial Connections ¹	156
Potential Total Commercial Connections at Build-Out	252
Total Residential and Commercial Connections at Build-Out	2,880

¹ Commercial zoning allows 2 units per lot by right. As such, the number of connections is calculated by multiplying the number of new lots by 2 connections per lot.



3.2 Water Service Population

3.2.1 Residential Service Area Population

The increase in the number of connections will result in an increase in residential service area population over the course of the entire build-out timeframe, as shown in the following Table:

Table 10 – Residential Service Area Population Build-Out Summary

Current Residential Service Area Population	3,323
Potential New Residential Connections from Vacant and New Lots	386
Potential New Residential Connections from ADUs	822
Potential New Residential Population at Build-Out *	3,369
Potential Total Residential Service Area Population at Build-Out	6,692
Percentage Increase at Build-Out	101%

* Average household size is 2.34 persons per household (Based on 2022 US Census Bureau Data-ACS).
ADUs are estimated to be 3 persons per ADU.

3.3 Current and Projected Water Demand

3.3.1 Residential Demand

Table 12 – Residential Current and Projected Residential Demand

<u>Demand</u>	<u>Gallons/Day</u>	<u>Gallons/Year</u>
Average Daily Demand (FY 2022)	130,987	47,810,255
Additional Daily Demand at Build-Out *	132,7487	48,453,040
Average Daily Demand at Build-Out *	263,735	96,263,295
Maximum Daily Demand (FY 2022) **	261,974	
Maximum Daily Demand at Build-Out **	527,470	

* FY 2022 usage of 39.4 gallons per capita per day

** Estimated Maximum Daily Demand = Average Daily Demand x 2.0 gpd = gallons per day



3.3.2 Commercial Demand

Table 13 – Commercial Current and Projected Demand

Number of Commercial Users		
Current Commercial Users (FY 2022)	96	
Potential New Commercial Connections	156	
Commercial Connections at Build-Out	252	
Commercial Demand		
<u>Demand</u>	<u>Gallons/Day</u>	<u>Gallons/Year</u>
Commercial Demand (FY 2022)	11,536	4,210,786
Average Commercial Demand Per Existing User	120	43,862
Average Commercial Demand Per New User *	92	33,652
Additional Commercial Demand at Build-Out	14,383	5,249,640
Total Commercial Demand at Build-Out	25,919	9,460,426

* New commercial demand assumes residential units constructed in the Commercial zone, with 2 units per lot. As such, a residential demand of 92 gpd/connection is used instead of the commercial demand of 120 gpd/connection.

3.3.3 Governmental Demand

Table 14 – Governmental Current and Projected Demand

Commercial Demand		
<u>Demand</u>	<u>Gallons/Day</u>	<u>Gallons/Year</u>
Governmental Demand (FY 2022)	5,109	1,864,804
Additional Governmental Demand at Build-Out	0	0
Total Governmental Demand at Build-Out	5,109	1,864,804



3.4 Comparison of Capacity and Demand

Table 15 – Comparison of Capacity and Demand (gallons per day)

Total Demands (gallons per day)		
<u>Demand Type</u>	<u>Current Demand</u>	<u>Demand at Build-Out</u>
Residential Average Daily Demand	130,987	263,735
Commercial Daily Demand	11,536	25,919
Governmental Daily Demand	5,109	5,109
Total Average Daily Demand	147,632	294,763
Maximum Daily Demand *	295,265	589,526
Capacity (gallons per day)		
North Pond Capacity	185,000	
Well JR-1 Capacity **	24,000 to 48,000	
JWD System Capacity (North Pond & Well JR-1)	209,000 to 233,000	
Water Treatment Facility Capacity	500,000	

* Estimated Maximum Daily Demand = Average Daily Demand x 2.0

** Well JR-1 is only used when the JWD water treatment plant is operating and has a daily permitted max flow of 50,000 GPD.



3.5 Build-Out Over Time

The information below outlines the current annual population growth as projected by the Town of Jamestown that was used by Pare for future water use projections. These projections were also the basis for use in the 5-year and 20-year water use planning projections in the latest 5-year update to the Jamestown Water Supply System Management Plan (WSSMP).

Annual estimates include that each year there will be approximately 4.0 vacant lots and 5.5 sub-dividable lots are used for new home construction which includes condominiums. As a result, yearly estimates suggest that the Jamestown population will grow by 23 people (2.34 persons per household) with the development of vacant and non-vacant developable sub-dividable properties.

Annual ADUs are estimated based on 12 new dwelling units will be constructed with half of the dwelling units being one-bedroom and the other half of the dwelling units being two-bedroom. Each year estimates that the Jamestown population will grow by 36 people (two people per bedroom) with the construction of ADUs alone. In total, each year there is an estimated population growth of 59 people in Jamestown. The table below depicts the build-out over time based on this information.

Table 16 – Projected Residential Population Growth from New Development

<u>Year</u>	<u>Vacant Lots</u>	<u>Subdividable Lots</u>	<u>ADUs</u>	<u>Total</u>
1-Year	4.0 (9)	5.5 (13)	12 (36)	21.5 (58)
5-Year	20 (47)	28 (64)	60 (180)	108 (291)
20-Year	80 (187)	110 (257)	240 (720)	430 (1,165)
Full Build-Out	99 (232)	287 (672)	822 (2,466)	1,208 (3,369)
Time to Full Build-Out	25 years	52 years	69 years	--

* Values in parenthesis estimate the population growth for each housing category.

3.6 Bedroom Count Analysis

As an alternate analysis, Pare has calculated the potential build-out of population based on the number of bedrooms in the service area. It is understood that there are currently 4,271 bedrooms in the service area. At 2 persons per bedroom, this would equate to a population of 8,542 from the existing housing alone. This is a theoretical upper limit of population based on the number of existing bedrooms and does not account for the feasibility or likelihood of such an increase.

Table 17 – Residential Service Area Population – Existing Housing

Current Residential Service Area Population	3,323
Potential New Residential Population	5,219
Potential Total Residential Service Area Population from Existing Housing	8,542
Percentage Increase in Population	157%



Section 4 – Conclusions

Currently, water from the Jamestown production sources (North Pond and Well JR-1) can produce a maximum of approximately 233,000 gallons per day. As a result, the current water system can meet the average daily demand (ADD) of 147,632 GPD of flow.

However, the current system does not produce enough water to meet the maximum daily demand (MDD) of 295,265 GPD of flow. There are currently seasonal flows during the summer months where population is at its peak and these flows can be as high as 350,000 GPD, which far exceeds the current system capacity.

Using the data forecasted in the tables above, the average daily demand at final build-out (294,763 GPD) suggests that the JWD system capacity will not have enough water to support the average daily demand at full build-out.

JWD should continue their efforts to increase supply and reduce waste in the system to address the projected deficits noted in this analysis.



APPENDICES



APPENDIX A

GIS MAPPING AND DATA TABLES



Rural Vacant Residential Properties

OBJEC TID	MSPARCELID	MSAREA CFT	ZONE	Min Lot Size	Develop able	Developa ble Vacant Lots	Excess Developa ble Area (SF)	Excess Developab le Area x 85% (SF)	Potential New Lots by Subdivision	Potential New ADUs from New Lots
200	10-108	34570	RR-80	80000	no	0	0	0	0	0
212	10-121	139745	RR-80	80000	yes	1	59745	50783	0	0
213	10-122	50614	RR-80	80000	yes	1	0	0	0	0
231	10-151	5744	RR-80	80000	yes	1	0	0	0	0
233	10-154	73542	RR-80	80000	yes	1	0	0	0	0
235	10-156	90901	RR-80	80000	yes	1	10901	9265	0	0
236	10-157	1141431	RR-80	80000	no	0	0	0	0	0
237	10-16	186801	RR-80	80000	yes	1	106801	90781	1	1
239	10-18	11547	RR-80	80000	no	0	0	0	0	0
246	10-26	52183	RR-80	80000	no	0	0	0	0	0
254	10-35	61378	RR-80	80000	yes	1	0	0	0	0
268	10-53	80373	RR-80	80000	yes	1	373	317	0	0
272	10-57	6145	RR-80	80000	no	0	0	0	0	0
292	10-83	151362	RR-80	80000	yes	1	71362	60657	0	0
296	10-88	7585	RR-80	80000	no	0	0	0	0	0
299	10-92	82705	RR-80	80000	yes	1	2705	2299	0	0
300	10-94	495371	RR-80	80000	yes	1	415371	353066	4	4
311	11-22	240915	RR-80	80000	no	0	0	0	0	0
313	11-24	3776	RR-80	80000	no	0	0	0	0	0
327	11-37	90180	RR-80	80000	yes	1	10180	8653	0	0
331	11-41	147028	RR-80	80000	no	0	0	0	0	0
336	11-46	835619	RR-80	80000	no	0	0	0	0	0
340	11-5	645370	RR-80	80000	no	0	0	0	0	0
344	11-57	710493	RR-80	80000	no	0	0	0	0	0
345	11-58	506330	RR-80	80000	no	0	0	0	0	0
346	11-59	828418	RR-80	80000	no	0	0	0	0	0
348	11-7	243165	RR-80	80000	no	0	0	0	0	0
362	12-111	13107	R-40	40000	yes	1	0	0	0	0
363	12-112	7653	R-40	40000	yes	1	0	0	0	0
370	12-120	9345	R-40	40000	yes	1	0	0	0	0
375	12-137	238751	RR-80	80000	no	0	0	0	0	0
376	12-138	113637	RR-80	80000	no	0	0	0	0	0
377	12-139	23090	RR-80	80000	no	0	0	0	0	0
378	12-140	14186	R-40	40000	yes	1	0	0	0	0
389	12-155	8727	R-40	40000	yes	1	0	0	0	0
401	12-180	12101	R-40	40000	yes	1	0	0	0	0
410	12-190	46353	R-40	40000	yes	1	6353	5400	0	0
418	12-201	390711	RR-80	80000	yes	1	310711	264104	3	3
425	12-208	497638	RR-80	80000	yes	1	417638	354993	4	4
428	12-211	46373	R-40	40000	yes	1	6373	5417	0	0
429	12-212	648030	RR-80	80000	no	0	0	0	0	0
430	12-213	516216	RR-80	80000	yes	1	436216	370783	4	4
432	12-215	253577	RR-80	80000	yes	1	173577	147540	1	1
434	12-217	159989	RR-80	80000	no	0	0	0	0	0
435	12-218	150638	RR-80	80000	no	0	0	0	0	0
436	12-23	999	RR-80	80000	no	0	0	0	0	0
443	12-3	46047	R-40	40000	yes	1	6047	5140	0	0
444	12-31	571937	RR-80	80000	yes	1	491937	418146	5	5
445	12-37	633460	RR-80	80000	yes	1	553460	470441	5	5
446	12-38	487075	RR-80	80000	yes	1	407075	346014	4	4
447	12-39	509601	RR-80	80000	yes	1	429601	365161	4	4
448	12-4	62837	R-40	40000	yes	1	22837	19411	0	0
456	12-5	212190	RR-80	80000	no	0	0	0	0	0
470	12-68	39142	R-40	40000	yes	1	0	0	0	0
479	12-82	15863	R-40	40000	no	0	0	0	0	0

OBJEC TID	MSPARCELID	MSAREA CFT	ZONE	Min Lot Size	Develop able	Developa ble Vacant Lots	Excess Developa ble Area (SF)	Excess Developab le Area x 85% (SF)	Potential New Lots by Subdivision	Potential New ADUs from New Lots
481	12-84	90711	RR-80	80000	yes	1	10711	9105	0	0
497	13-32	850038	RR-80	80000	no	0	0	0	0	0
3344	9-529	210514	R-40	40000	no	0	0	0	0	0
3420	9-630	39592	R-40	40000	no	0	0	0	0	0
3499	9-737	33467	R-40	40000	yes	1	0	0	0	0
3523	9-773	31752	R-40	40000	no	0	0	0	0	0
3558	9-816	42355	R-40	40000	yes	1	2355	2002	0	0
3596	9-860	117136	R-40	40000	yes	1	77136	65565	1	1
3632	9-743	4084	RR-80	80000	no	0	0	0	0	0
3635		11378	RR-80	80000	yes	1	0	0	0	0
3671	Median	1368	RR-80	80000	no	0	0	0	0	0
3676	Paper Street	64778	RR-80	80000	no	0	0	0	0	0
3678	Paper Street	41485	RR-80	80000	no	0	0	0	0	0
3690	Paper Street	18883	RR-80	80000	no	0	0	0	0	0
3698	Paper Street	16977	RR-80	80000	no	0	0	0	0	0
3707	Paper Street	46200	RR-80	80000	no	0	0	0	0	0
3726	ROW	9211	RR-80	80000	no	0	0	0	0	0
3727	ROW	929	R-40	40000	no	0	0	0	0	0
3728	ROW	1205	R-40	40000	no	0	0	0	0	0
						36			36	36

Summary	
Developable Vacant Lots	36
Potential New Lots by Subdivision	36
Potential New ADUs from New Lots	36
TOTAL	108



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Urban Vacant Residential Properties

OBJEC TID	MSPARCELID	MSAREA CFT	ZONE	Min Lot Size	Develop able	Developa ble Vacant	Excess Developa ble Area	Excess Developab le Area x	Potential New Lots by Subdivision	Potential New ADUs
4	8-183	15810	R-20	20000	no	0	0	0	0	0
5	8-198	54282	R-20	20000	no	0	0	0	0	0
6	8-20	8763	R-20	20000	no	0	0	0	0	0
7	8-248	28123	R-20	20000	yes	1	8123	6904	0	0
8	8-28	22978	R-20	20000	no	0	0	0	0	0
9	8-282	20513	R-20	20000	no	0	0	0	0	0
10	8-301	51194	R-20	20000	no	0	0	0	0	0
11	8-338	45054	R-20	20000	no	0	0	0	0	0
12	8-340	20446	R-20	20000	yes	1	446	379	0	0
13	8-367	38711	R-20	20000	no	0	0	0	0	0
14	8-376	23756	R-20	20000	no	0	0	0	0	0
15	8-377	18784	R-20	20000	no	0	0	0	0	0
16	8-379	390	R-20	20000	no	0	0	0	0	0
17	8-389	43555	R-20	20000	no	0	0	0	0	0
18	8-429	9762	R-20	20000	yes	1	0	0	0	0
19	8-520	29314	R-20	20000	no	0	0	0	0	0
23	8-611	6195	R-20	20000	yes	1	0	0	0	0
25	8-637	7858	R-20	20000	yes	1	0	0	0	0
27	8-776	18286	R-20	20000	yes	1	0	0	0	0
28	8-788	29388	R-20	20000	yes	1	9388	7979	0	0
29	8-803	8308	R-20	20000	yes	1	0	0	0	0
30	8-825	6578	R-20	20000	no	0	0	0	0	0
31	8-829	19995	R-20	20000	yes	1	0	0	0	0
32	8-872	28307	R-20	20000	yes	1	8307	7061	0	0
33	8-881	19995	R-20	20000	yes	1	0	0	0	0
34	8-883	18955	R-20	20000	yes	1	0	0	0	0
35	8-887	18293	R-20	20000	yes	1	0	0	0	0
40	9-316	30129	R-20	20000	yes	1	10129	8610	0	0
41	9-318	82051	R-20	20000	no	0	0	0	0	0
47	9-371	16640	R-20	20000	no	0	0	0	0	0
48	9-372	5061	R-20	20000	no	0	0	0	0	0
49	9-377	9674	R-20	20000	no	0	0	0	0	0
50	9-384	18003	R-20	20000	no	0	0	0	0	0
51	9-385	49438	R-20	20000	no	0	0	0	0	0
52	9-386	16248	R-20	20000	no	0	0	0	0	0
53	9-389	5586	R-20	20000	no	0	0	0	0	0
55	9-393	5265	R-20	20000	no	0	0	0	0	0
56	9-395	26505	R-20	20000	no	0	0	0	0	0
57	9-399	5269	R-20	20000	no	0	0	0	0	0
58	9-404	27788	R-20	20000	no	0	0	0	0	0
59	9-411	15428	R-20	20000	no	0	0	0	0	0
62	9-435	9379	R-20	20000	yes	1	0	0	0	0
66	9-677	9350	R-20	20000	no	0	0	0	0	0
68	9-8	52723	R-20	20000	no	0	0	0	0	0
69	9-818	40854	R-20	20000	no	0	0	0	0	0
70	9-819	24612	R-20	20000	no	0	0	0	0	0
71	9-820	28470	R-20	20000	no	0	0	0	0	0
75	8-888	20053	R-20	20000	yes	1	53	45	0	0
78	Paper Street	28743	R-20	20000	no	0	0	0	0	0
79	Paper Street	7948	R-20	20000	no	0	0	0	0	0
80	Paper Street	5407	R-20	20000	no	0	0	0	0	0
81	Paper Street	6879	R-20	20000	no	0	0	0	0	0
82	Paper Street	18796	R-20	20000	no	0	0	0	0	0
83	Paper Street	38294	R-20	20000	no	0	0	0	0	0
84	Paper Street	5256	R-20	20000	no	0	0	0	0	0
85	Paper Street	18938	R-20	20000	no	0	0	0	0	0

86	Paper Street	9028	R-20	20000	no	0	0	0	0	0
88	Paper Street	40405	R-20	20000	no	0	0	0	0	0
39	9-289	26254	R-40	20000	no	0	0	0	0	0
42	9-352	10820	R-40	20000	no	0	0	0	0	0
67	9-733	31542	R-40	20000	no	0	0	0	0	0
2	8-155	11702	R-8	8000	yes	1	3702	3147	0	0
20	8-526	9162	R-8	8000	yes	1	1162	988	0	0
21	8-560	10291	R-8	8000	yes	1	2291	1948	0	0
26	8-753	47673	R-8	8000	yes	1	39673	33722	4	0
36	9-103	5759	R-8	8000	yes	1	0	0	0	0
37	9-120	5823	R-8	8000	yes	1	0	0	0	0
38	9-184	11171	R-8	8000	yes	1	3171	2695	0	0
43	9-353	6532	R-8	8000	no	0	0	0	0	0
46	9-361	2105	R-8	8000	no	0	0	0	0	0
61	9-421	8376	R-8	8000	no	0	0	0	0	0
64	9-538	21358	R-8	8000	no	0	0	0	0	0
72	9-823	8868	R-8	8000	no	0	0	0	0	0
73	9-828	13077	R-8	8000	no	0	0	0	0	0
74	9-865	8394	R-8	8000	yes	1	394	335	0	0
76	Paper Street	19730	R-8	8000	no	0	0	0	0	0
87	Paper Street	7765	R-8	8000	no	0	0	0	0	0
89	ROW	2466	R-8	8000	no	0	0	0	0	0
						23			4	0

Summary	
Developable Vacant Lots	23
Potential New Lots by Subdivision	4
Potential New ADUs from New Lots	0
TOTAL	27



Rural Non-Vacant Subdividable Residential Properties

OBJECTID	MSPARCEL ID	MSAREA CFT	ZONE	Min Lot Size (SF)	Excess Area (SF)	Excess Area x 85% (SF)	Potential New Lots by Subdivision	Potential New ADUs from New lots
1173	10-10	172314	RR-80	80000	92314	78467	0	0
1203	10-14	179392	RR-80	80000	99392	84483	1	1
1210	10-15	538649	RR-80	80000	458649	389852	4	4
1232	10-33	165246	RR-80	80000	85246	72460	0	0
1253	10-59	1163042	RR-80	80000	1083042	920586	11	11
1262	10-70	194898	RR-80	80000	114898	97664	1	1
1270	10-82	177543	RR-80	80000	97543	82912	1	1
1272	10-84	524449	RR-80	80000	444449	377782	4	4
1283	11-10	212952	RR-80	80000	132952	113009	1	1
1285	11-12	322310	RR-80	80000	242310	205963	2	2
1286	11-15	284316	RR-80	80000	204316	173669	2	2
1287	11-18	299677	RR-80	80000	219677	186725	2	2
1288	11-2	205824	RR-80	80000	125824	106950	1	1
1289	11-21	400080	RR-80	80000	320080	272068	3	3
1293	11-25	262383	RR-80	80000	182383	155026	1	1
1294	11-26	361887	RR-80	80000	281887	239604	2	2
1300	11-31	240103	RR-80	80000	160103	136088	1	1
1313	11-60	400510	RR-80	80000	320510	272433	3	3
1314	11-45	1601391	RR-80	80000	1521391	1293182	16	16
1318	11-49	257142	RR-80	80000	177142	150571	1	1
1320	11-51	299672	RR-80	80000	219672	186721	2	2
1321	11-55	473742	RR-80	80000	393742	334681	4	4
1322	11-56	624442	RR-80	80000	544442	462776	5	5
1398	12-202	768249	RR-80	80000	688249	585011	7	7
1399	12-203	702476	RR-80	80000	622476	529104	6	6
1400	12-204	572477	RR-80	80000	492477	418606	5	5
1402	12-206	225900	RR-80	80000	145900	124015	1	1
1403	12-207	240050	RR-80	80000	160050	136043	1	1
1405	12-209	610609	RR-80	80000	530609	451018	5	5
1406	12-210	249072	RR-80	80000	169072	143711	1	1
1421	12-29	3250565	RR-80	80000	3170565	2694980	33	33
1428	12-41	854641	RR-80	80000	774641	658445	8	8
1429	12-42	1486492	RR-80	80000	1406492	1195518	14	14
1432	12-47	648288	RR-80	80000	568288	483045	6	6
1433	12-48	313977	RR-80	80000	233977	198880	2	2
1437	12-52	173627	R-40	40000	133627	113583	2	2
1456	12-78	172002	RR-80	80000	92002	78202	0	0
1478	13-37	374886	RR-80	80000	294886	250653	3	3
1479	13-38	406742	RR-80	80000	326742	277730	3	3
1480	13-39	354842	RR-80	80000	274842	233616	2	2
1482	13-40	294334	RR-80	80000	214334	182184	2	2
1483	13-41	389669	RR-80	80000	309669	263218	3	3
1484	13-42	250966	RR-80	80000	170966	145321	1	1
1497	9-340	88501	R-40	40000	48501	41226	1	1
1498	9-341	128143	R-40	40000	88143	74921	1	1

2

OBJECTID	MSPARCEL ID	MSAREA CFT	ZONE	Min Lot Size (SF)	Excess Area (SF)	Excess Area x 85% (SF)	Potential New Lots by Subdivision	Potential New ADUs from New lots
1499	9-346	84242	R-40	40000	44242	37606	0	0
1506	9-531	158530	R-40	40000	118530	100750	2	2
1507	9-534	572822	RR-80	80000	492822	418899	5	5
1509	9-582	81565	R-40	40000	41565	35330	0	0
1510	9-586	165564	RR-80	80000	85564	72730	0	0
1529	9-829	83930	R-40	40000	43930	37340	0	0
1539	9-859	737931	RR-80	80000	657931	559241	6	6
							188	188

Summary	
Potential New Lots by Subdivision	188
Potential New ADUs from New lots	188
TOTAL	376



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Urban Non-Vacant Subdividable Residential Properties

OBJECTID	MSPARCEL ID	MSAREA CFT	ZONE	Min Lot Size (SF)	Excess Area (SF)	Excess Area x 85% (SF)	Potential New Lots by Subdivision	Potential New ADUs from New lots	Revised New Lots by Subdivision	Revised New ADUs from New lots
9	8-115	63891	R-20	20000	43891	37307	1	1	1	1
99	8-205	51279	R-8	8000	43279	36787	4	0	4	0
149	8-258	48404	R-20	20000	28404	24144	1	1	0	0
171	8-29	109262	R-20	20000	89262	75872	3	3	0	1
246	8-385	46757	R-20	20000	26757	22743	1	1	1	1
254	8-396	54818	R-20	20000	34818	29595	1	1	0	0
441	8-635	43134	R-20	20000	23134	19664	0	0	0	0
499	8-748	77811	R-20	20000	57811	49139	2	2	0	0
529	8-828	69915	R-20	20000	49915	42428	2	2	1	1
531	8-830	102933	R-20	20000	82933	70493	3	3	3	3
549	8-879	42541	R-20	20000	22541	19160	0	0	0	0
771	9-317	41479	R-20	20000	21479	18258	0	0	0	0
823	9-4	279290	R-20	20000	161290	137096	6	6	6	6
829	9-406	52582	R-20	20000	32582	27694	1	1	0	0
832	9-409	41316	R-20	20000	21316	18119	0	0	0	0
845	9-426	43275	R-20	20000	23275	19784	0	0	0	0
890	9-5	54057	R-20	20000	34057	28948	1	1	1	1
976	9-623	62443	R-20	20000	42443	36077	1	1	0	0
979	9-626	40171	R-20	20000	20171	17145	0	0	0	0
1018	9-674	108932	R-20	20000	88932	75593	3	3	0	0
1040	9-701	40386	R-20	20000	20386	17328	0	0	0	0
1059	9-753	50780	R-20	20000	30780	26163	1	1	1	1
1099	9-809	97147	R-20	20000	77147	65575	3	3	2	3
1100	9-810	124522	R-20	20000	104522	88843	4	4	4	4
1107	9-821	44255	R-20	20000	24255	20617	1	1	1	1
1108	9-822	50137	R-20	20000	30137	25616	1	1	1	1
1118	9-832	77798	R-20	20000	57798	49129	2	2	1	1
155	8-268	87460	R-40	40000	47460	40341	1	1	1	1
157	8-270	90732	R-40	40000	50732	43122	1	1	0	0
158	8-271	108416	R-40	40000	68416	58154	1	1	1	1
159	8-272	133223	R-40	40000	93223	79239	1	1	1	1
341	8-492	116297	R-40	40000	76297	64852	1	1	1	1
450	8-645	122340	R-40	40000	82340	69989	1	1	1	1
755	9-300	96976	R-40	40000	56976	48429	1	1	1	1
778	9-324	134199	R-40	40000	94199	80069	2	2	0	0
866	9-459	166714	R-40	40000	126714	107707	2	2	1	1
1113	9-827	137811	R-40	40000	97811	83139	2	2	2	2
43	8-147	16188	R-8	8000	8188	6960	0	0	0	0
57	8-161	18433	R-8	8000	10433	8868	1	0	0	0
579	9-113	22964	R-8	8000	14964	12720	1	0	2	0
608	9-143	23162	R-8	8000	15162	12888	1	0	1	0
641	9-176	19822	R-8	8000	11822	10048	1	0	1	0
651	9-186	20830	R-8	8000	12830	10905	1	0	1	0
652	9-187	22190	R-8	8000	14190	12062	1	0	1	0
653	9-188	22779	R-8	8000	14779	12563	1	0	1	0
654	9-189	20179	R-8	8000	12179	10352	1	0	1	0
657	9-191	19583	R-8	8000	11583	9846	1	0	1	0
694	9-233	29486	R-8	8000	21486	18263	2	0	2	0
702	9-241	21348	R-8	8000	13348	11346	1	0	1	0
735	9-279	20017	R-8	8000	12017	10215	1	0	1	0
737	9-281	20320	R-8	8000	12320	10472	1	0	1	0
741	9-285	16060	R-8	8000	8060	6851	0	0	0	0
742	9-287	34102	R-8	8000	26102	22187	2	0	2	0
747	9-292	16180	R-8	8000	8180	6953	0	0	0	0
757	9-303	20922	R-8	8000	12922	10984	1	0	1	0
758	9-304	21438	R-8	8000	13438	11422	1	0	1	0
759	9-305	22814	R-8	8000	14814	12592	1	0	1	0

OBJECTID	MSPARCEL ID	MSAREA CFT	ZONE	Min Lot Size (SF)	Excess Area (SF)	Excess Area x 85% (SF)	Potential New Lots by Subdivision	Potential New ADUs from New lots	Revised New Lots by Subdivision	Revised New ADUs from New lots
760	9-306	16115	R-8	8000	8115	6898	0	0	0	0
761	9-307	31879	R-8	8000	23879	20297	2	0	0	0
762	9-308	23448	R-8	8000	15448	13131	1	0	1	0
763	9-309	20112	R-8	8000	12112	10295	1	0	0	0
765	9-311	17970	R-8	8000	9970	8474	1	0	1	0
768	9-314	23886	R-8	8000	15886	13503	1	0	1	0
769	9-315	24661	R-8	8000	16661	14162	1	0	0	0
773	9-319	33754	R-20	20000	13754	11691	0	0	0	0
837	9-418	19639	R-8	8000	11639	9893	1	0	1	0
839	9-420	21155	R-8	8000	13155	11181	1	0	1	0
865	9-458	17713	R-8	8000	9713	8256	1	0	1	0
873	9-47	18058	R-8	8000	10058	8549	1	0	1	0
883	9-490	18226	R-8	8000	10226	8692	1	0	1	0
884	9-491	164843	R-20	20000	144843	123117	6	6	6	6
887	9-495	23598	R-8	8000	15598	13258	1	0	1	0
895	9-505	30000	R-8	8000	22000	18700	2	0	0	0
920	9-545	18154	R-8	8000	10154	8631	1	0	1	0
931	9-562	24391	R-8	8000	16391	13932	1	0	1	0
950	9-59	43627	R-8	8000	35627	30283	3	0	3	0
951	9-590	29812	R-8	8000	21812	18540	2	0	1	0
959	9-60	19525	R-8	8000	11525	9796	1	0	1	0
994	9-65	17342	R-8	8000	9342	7940	0	0	0	0
997	9-654	20523	R-8	8000	12523	10644	1	0	0	0
998	9-655	24542	R-8	8000	16542	14061	1	0	1	0
999	9-656	16178	R-8	8000	8178	6951	0	0	0	0
1003	9-66	21703	R-8	8000	13703	11648	1	0	1	0
1005	9-661	32457	R-20	20000	12457	10589	0	0	0	0
1023	9-68	19487	R-8	8000	11487	9764	1	0	0	0
1029	9-690	25330	R-8	8000	17330	14731	1	0	1	0
1030	9-691	24777	R-8	8000	16777	14261	1	0	1	0
1031	9-692	18332	R-8	8000	10332	8783	1	0	1	0
1044	9-706	16909	R-8	8000	8909	7573	0	0	0	0
1050	9-72	17182	R-8	8000	9182	7805	0	0	0	0
1051	9-730	39193	R-8	8000	31193	26514	3	0	3	0
1054	9-742	25021	R-8	8000	17021	14468	1	0	1	0
1056	9-746	20455	R-8	8000	12455	10587	1	0	1	0
1066	9-768	23957	R-8	8000	15957	13564	1	0	1	0
1073	9-778	18413	R-8	8000	10413	8851	1	0	1	0
1074	9-779	22180	R-8	8000	14180	12053	1	0	1	0
1081	9-786	20049	R-8	8000	12049	10242	1	0	1	0
1090	9-795	25924	R-8	8000	17924	15236	1	0	1	0
1096	9-801	26337	R-8	8000	18337	15586	1	0	1	0
1097	9-805	23727	R-8	8000	15727	13368	1	0	1	0
1105	9-82	19944	R-8	8000	11944	10153	1	0	1	0
1111	9-825	23345	R-8	8000	15345	13043	1	0	1	0
1122	9-853	18632	R-8	8000	10632	9037	1	0	1	0
1124	9-856	18272	R-8	8000	10272	8731	1	0	1	0
1125	9-857	16032	R-8	8000	8032	6827	0	0	0	0
1129	9-862	21076	R-8	8000	13076	11114	1	0	1	0
TOTAL							127	57	99	40

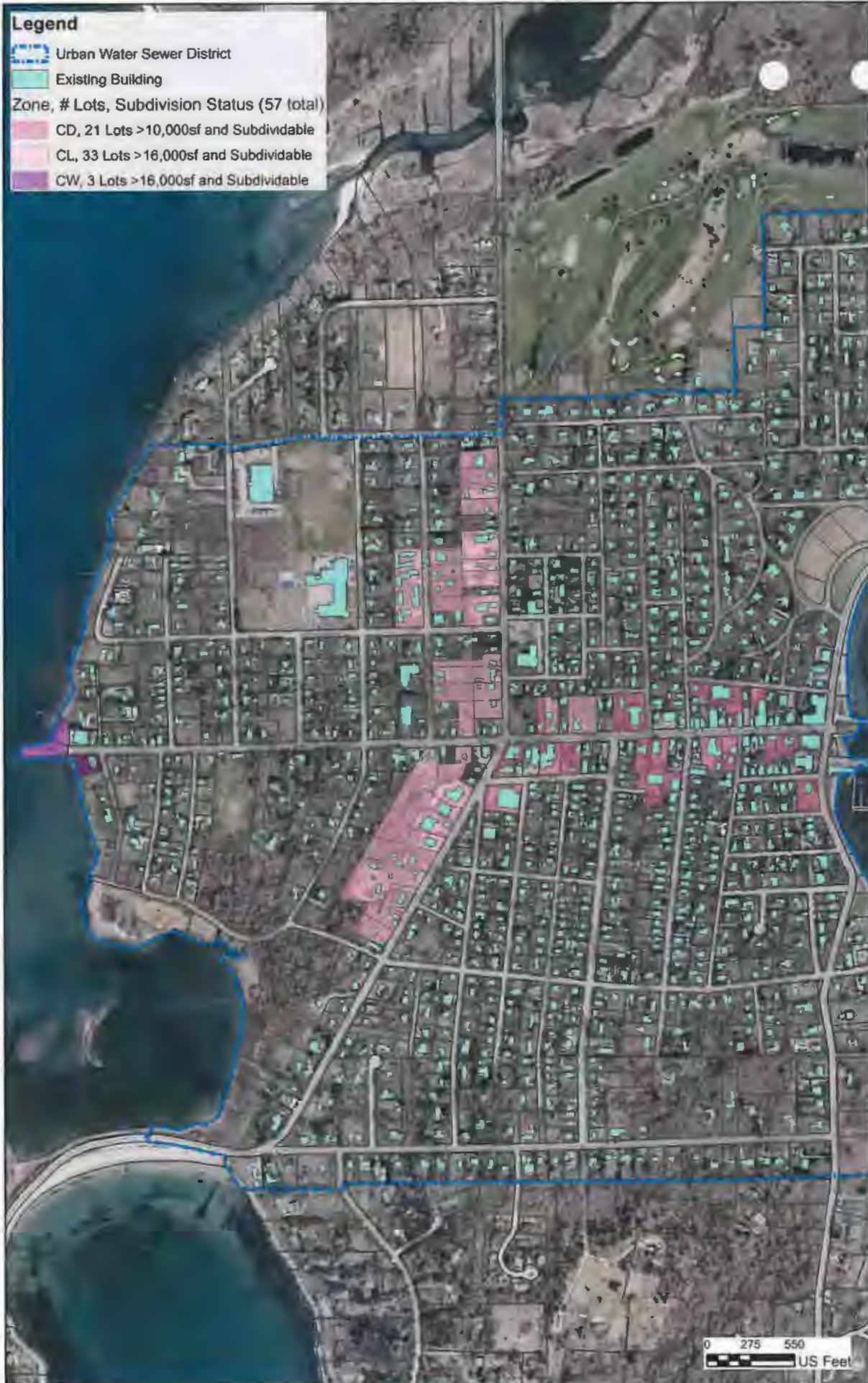
Summary	
Revised New Lots by Subdivision	99
Revised New ADUs from New lots	40
TOTAL	139



Urban Vacant Commercial Properties

OBJEC TID	MSPARCELID	MSAREA CFT	ZONE	Min Lot Size	Developable	Developable Vacant Lots	Excess Developable Area (SF)	Excess Developable Area x 85% (SF)	Potential New Lots by Subdivision	Potential New ADUs from New Lots
2379	8-122	5610	CD	5000	no	0	0	0	0	0
2772	8-573	5459	CD	5000	no	0	0	0	0	0
3217	9-356	12440	CD	5000	no	0	0	0	0	0
3394	9-595	5749	CD	5000	no	0	0	0	0	0
2803	8-614	2633	CL	8000	no	0	0	0	0	0
3677	Paper Street	1438	CL	8000	no	0	0	0	0	0
2429	8-171	24096	CW	8000	no	0	0	0	0	0
3215	9-354	16135	CW	8000	no	0	0	0	0	0
						0			0	0

Summary	
Developable Vacant Lots	0
Potential New Lots by Subdivision	0
Potential New ADUs from New Lots	0
TOTAL	0



Preliminary

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0 275 550
US Feet

Urban Non-Vacant Subdividable Commercial Properties

OBJECTID	MSPARCEL ID	MSAREAC FT	ZONE	Min Lot Size (SF)	Excess Area (SF)	Excess Area x 85% (SF)	Calculated New Lots by Subdivision	Calculated New ADUs from New Lots	Revised New Lots by Subdivision	Revised New ADUs from New Lots
4	8-102	43707	CL	8000	35707	30351	3	0	3	0
5	8-106	17571	CL	8000	9571	8135	1	0	1	0
15	8-120	42902	CD	5000	37902	32216	6	0	6	0
19	8-124	49174	CD	5000	44174	37548	7	0	1	0
59	8-163	10812	CD	5000	5812	4940	0	0	1	0
62	8-166	19297	CD	5000	14297	12153	2	0	1	0
268	8-410	23013	CL	8000	15013	12761	1	0	1	0
287	8-433	12982	CD	5000	7982	6785	1	0	1	0
290	8-438	18780	CD	5000	13780	11713	2	0	2	0
294	8-442	23585	CL	8000	15585	13247	1	0	1	0
297	8-445	18789	CL	8000	10789	9171	1	0	1	0
325	8-473	28840	CL	8000	20840	17714	2	0	2	0
337	8-488	38347	CD	5000	33347	28345	5	0	0	0
340	8-490	20663	CL	8000	12663	10763	1	0	1	0
371	8-530	26302	CW	8000	18302	15556	1	0	0	0
419	8-597	17825	CW	8000	9825	8352	1	0	1	0
431	8-616	26241	CL	8000	18241	15505	1	0	0	1
438	8-626	39206	CL	8000	31206	26525	3	0	0	0
468	8-745	19922	CL	8000	11922	10134	1	0	1	0
492	8-775	87254	CL	8000	79254	67366	8	0	0	0
497	8-780	27544	CL	8000	19544	16612	2	0	0	0
505	8-794	20644	CL	8000	12644	10748	1	0	0	0
506	8-795	21936	CL	8000	13936	11845	1	0	0	0
523	8-82	20164	CL	8000	12164	10339	1	0	1	0
543	8-87	22994	CL	8000	14994	12745	1	0	1	0
559	8-92	20024	CL	8000	12024	10221	1	0	1	0
562	8-96	24534	CL	8000	16534	14054	1	0	1	0
563	8-97	23206	CL	8000	15206	12925	1	0	1	0
564	8-98	23835	CL	8000	15835	13460	1	0	1	0
571	9-105	39698	CD	5000	34698	29493	5	0	0	0
576	9-11	102027	CL	8000	94027	79923	9	0	1	0
595	9-13	30327	CL	8000	22327	18978	2	0	0	0
645	9-180	21268	CD	5000	16268	13828	2	0	2	0
648	9-183	35199	CD	5000	30199	25670	5	0	12	0
655	9-19	26949	CL	8000	18949	16107	2	0	0	0
666	9-20	22560	CL	8000	14560	12376	1	0	1	0
668	9-201	12339	CD	5000	7339	6238	1	0	0	0
669	9-207	17585	CD	5000	12585	10697	2	0	2	0
672	9-21	92609	CL	8000	84609	71918	8	0	8	0
682	9-22	59751	CL	8000	51751	43988	5	0	5	0
692	9-23	23147	CL	8000	15147	12875	1	0	1	0
705	9-246	26547	CD	5000	21547	18315	3	0	3	0
706	9-247	10034	CD	5000	5034	4279	0	0	0	0
721	9-263	27207	CD	5000	22207	18876	3	0	0	0
774	9-32	11997	CD	5000	6997	5947	1	0	0	0
779	9-33	13618	CD	5000	8618	7325	1	0	1	0
791	9-36	27512	CD	5000	22512	19135	3	0	0	0
799	9-37	13406	CD	5000	8406	7145	1	0	1	0
804	9-375	27221	CL	8000	19221	16338	2	0	1	0
807	9-38	12347	CD	5000	7347	6245	1	0	1	0
821	9-398	23649	CW	8000	15649	13302	1	0	1	0
962	9-603	17055	CD	5000	12055	10246	2	0	2	0
963	9-605	13993	CD	5000	8993	7644	1	0	1	0
974	9-621	30894	CL	8000	22894	19460	2	0	2	0
980	9-631	11033	CD	5000	6033	5128	1	0	0	0
1101	9-814	25349	CL	8000	17349	14746	1	0	1	0
1149	9-813	29827	CL	8000	21827	18553	2	0	2	0
							126	0	78	1

Summary	
Revised New Lots by Subdivision	78
Revised New ADUs from New Lots	1
TOTAL	79



Preliminary
02/12/2024 4:20:15 PM

Rural ADU Residential Properties



Preliminary

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**Town of
Jamestown, Rhode Island**

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



Date: February 13, 2023

To: Board of Water and Sewer Commissioners

From: Michael Gray
Public Works Director

RE: Water Extension Application
East Shore Road

We have received four applications for water services that will require an extension of the 8" watermain within East Shore Road in the Rural Water District. The following applications have been received:

1. Jeffrey and Deborah Saletin, 14 Seaview Avenue
2. Glenn and Marjorie Andreoni, 10 Seaview Avenue
3. Stephen Zimmiski & Suzanne Gagnon, 7 Seaview Avenue
4. Paul Frechette, 19 Seaview Avenue

Applications for water service were previously received for 10 Seaview Avenue and 14 Seaview Avenue and were denied by the Commission in 2021. Applications for 7 Seaview Avenue and 19 Seaview Avenue are new requests for water service.

I have attached a figure indicating where the existing 8" water line terminates in East Shore Road and the extension that will be installed as part of the agreement with the property owner of 68 East Shore Road. The four properties requesting water service are located to the north of 68 East Shore Road and are outlined in red. A watermain extension will be required if any of the applications received are approved.

Applications

The following is a summary of each of the four applications that have been received. The four lots are neighboring each other and they should be reviewed individually. Each owner will be required to present their application with supporting information to the Commission.

Jeffrey and Deborah Saletin, 14 Seaview Avenue

The Owners have stated in the application that the existing well on the property has an existing yield of 1.5 gallons per minute with poor water quality due to total dissolved solids (TDS) between 1200 and 2100 mg/l. Last year the existing well ran dry on two occasions and J Lemme Wells and Water Systems were called to service the well. A copy of the invoice from J Lemme for the two service calls was provided by the applicant. A note on the invoice indicates that the well was found to be dry and that the recovery rate was insufficient to run reverse osmosis treatment.

Glenn and Marjorie Andreoni, 10 Seaview Avenue

The Owners are requesting water service to their property due to poor water quality and yield from their existing well. They have provided a report from North East Water Solutions, Inc. regarding an inspection of the existing well conducted in December 2023. Conclusions of the testing indicate the existing well had a yield of 0.6 gpm. Analytical results from a water sample collected from the well indicate the presence of TDS at 2220 mg/l. indicating the well is impacted with salt water

North East Water Solutions evaluated two alternatives for water supply on the subject property. Increasing the yield from the well through hydro-fracking and drilling of a new well. Hydro-fracking was not implemented due to limited fracturing of the bedrock within the well and the risk of degrading the water quality due to salt water intrusion. Drilling a new well was disqualified due to onsite wastewater system locations, road offset requirements, and that the property is located in a flood zone due to the elevation relative to the bay.

North East Water Solutions also investigated options for onsite treatment of the existing well. They concluded that there is insufficient well yield to support a treatment system.

Paul Frechette, 19 Seaview Avenue

The Owner is requesting water service to their property based upon the existing well capacity. He has indicated that the well runs dry when washing clothes and outdoor water use. There is no supporting information provided with the application.

Stephen Zimmiski & Suzanne Gagnon, 7 Seaview Avenue

The Owners are requesting water service to their property based upon the operation of the well. A report was provided from Wellworks LLC indicating that the water flow (yield) does not meet state requirements and that a 500 gallon storage tank be installed.

I have provide the following information to assist the Commissioners with their review.

The Rules and Regulations for the Board of Water and Sewer Commissioners, May 2009

Section 14 B Rural Water Districts. All service connections in the Rural Water District shall be subject to the following conditions:

- a. Shall be subject to the requirements described for connections in the urban district
- b. The applicants shall show to the satisfaction of the Commission that the proposed service connection requested:
 1. Is Consistent with the Comprehensive Community Plan
 2. Will not impair the available resources of the Urban Water District;
 3. Will not reduce the level of fire protection of the community; the property shall not be part of a major subdivision.
 4. Extensions to and within the rural district shall be prohibited.

The regulations allow the Board of Water and Sewer Commissioners from making such improvements, including extensions, which shall, in the opinion of the Board, improve the quality or quantity of water furnished to existing water uses.

R.I.G.L 46-15-2 Approval of public water supply facilities

I have attached a copy of the RI General Law 46-15-2 relating to the approval of water supply facilities. This law was amended in June 15, 2022 as highlighted in blue. The law requires that commission review applications for extension mains with the standards as listed in 1 through 7.

RIDOH – Reading your Water Analysis Report

I have attached information from the RI DOH regarding private well water lab reports. This information was made available to the public to educate homeowners about well testing and the standards for water quality. Tables are included that provide the maximum contaminant levels and standards for each parameter that may be tested by the lab.

RIDEM – Appendix C - Rules and Regulations Governing the Enforcement of Chapter 46-13.2 Relating to the Drilling of Drinking Water Wells.

I have attached Appendix C from the rules that provides the minimum criteria for yield based upon the minimum depth of a bedrock well.

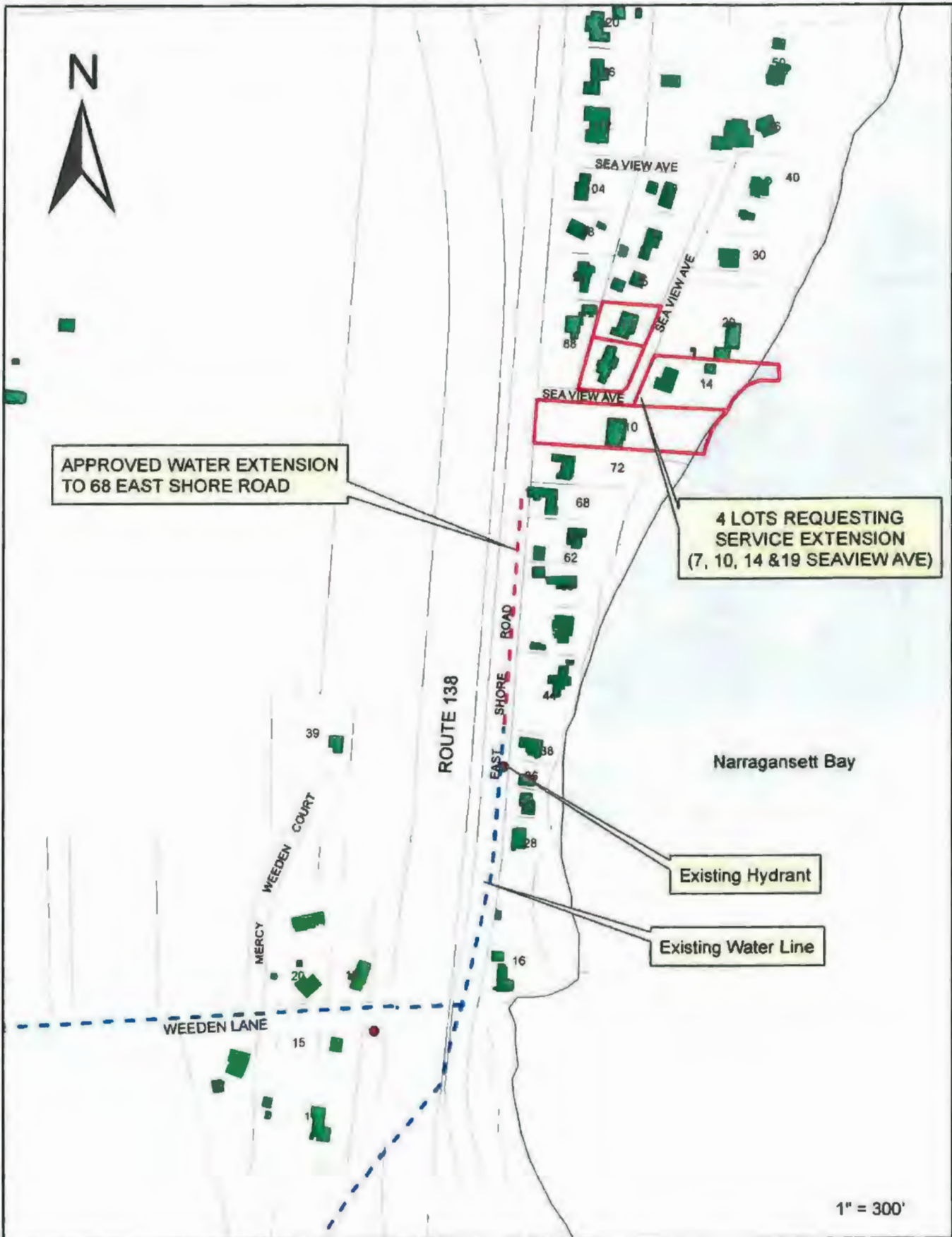
The four properties are located in the Rural Water District and do not front an existing watermain therefore an extension will be required. Section 14 b of the Rules and Regulations of the Board of Water and Sewer Commissioners prohibit extensions in the rural water district. The Regulations allow the Commissioners the ability to approve an extension if it is found to improve the quality or quantity of water to existing users. RIGL 46-15-2 includes standards for which applications must be reviewed by a water supplier.

The application for 10 Seaview Avenue includes background information prepared by a professional engineer in the field including well water testing data. The owner at 14 Seaview Avenue has hired the same professionals but a report has not been provided to support the application at this time. Applications for 7 and 19 Seaview did not include supporting information but both owners have stated they experience similar conditions with their well having low yield.

The four applications before the board have applied for a connection based upon inadequate well yield. Two applicants have also provided water testing information indicating that well water quality is poor. Options to resolve the water quantity and quality issues that involve hydro-fracking, well drilling, and onsite water treatment systems may not be feasible as the report indicates for 10 Seaview Avenue. The well inspection and pumping report for that property shows bedrock/geologic conditions produce limited yield to meet well industry standards. Laboratory reports that have been submitted show total dissolved solids detected in wells indicating salt water is impacting groundwater conditions. But low well yield impacts the ability for onsite water treatment to improve water quality.

We have been involved over the past several months in updating the Water System Supply Management Plan including a Build-Out analysis for submission to the Water Resources Board. This update includes an analysis of current and projected water demands within the water district and a review of available water supply in the system. Watermain extensions outside of the current water district limit was not part of this analysis when determining future demand on the available water supply. The current supply does not produce enough water to meet maximum day demands presently. Forecasted data indicate that average day demand at build-out within the existing district exceeds the available capacity of our reservoir and well. Extensions of watermains outside of the district boundaries will place additional demand stress on the limited supply not factored into the build-out analysis.

The attorney states in the application for 10 Seaview Avenue that their application is for one house and no other. Presently the Commission has three applications from neighboring properties claiming similar conditions with their well. The Commission may not be able to make a decision in a vacuum for one property owner. Watermain extensions must not be completed incrementally on the same street in the same neighborhood. Extensions if approved must be planned and limits must be set.



2022 -- H 7782

LC 005284

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2022

A N A C T

RELATING TO WATERS AND NAVIGATION -- WATER RESOURCES MANAGEMENT

Introduced By: Representative Joseph J. Solomon

Date Introduced: March 03, 2022

Referred To: House Corporations

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 46-15-2 of the General Laws in Chapter 46-15 entitled "Water
2 Resources Management" is hereby amended to read as follows:

3 46-15-2. Approval of public water supply facilities.

4 (a) No municipal water department or agency, public water system, including special water
5 districts or private water company, engaged in the distribution of water for potable purposes shall
6 have any power

7 (1) To acquire or take a water supply or an additional water supply from an existing
8 approved source,

9 (2) To take or condemn lands for any new or additional sources of water supply or for the
10 utilization of supplies;

11 (3) To extend its supply or distribution mains into a municipality or special water district
12 wherein it has not heretofore legally supplied water;

13 (4) To construct any extension of its transmission mains.

14 (5) To extend the boundaries of a special water district; or

15 (6) To supply water in or for use in any other municipality or civil division of the state
16 which owns and operates a water supply system therein or in any duly organized special water
17 district supplied with water by another municipal water department or agency, special water district,
18 or private water company until the municipal water department or agency, special water district,
19 or private water company has first submitted the maps and plans therefor to the director of the

1 department of health, the state planning council and the board, as hereinafter provided, and until
2 the water resources board, after receiving the recommendations of the director of the department
3 of health and the division of statewide planning, shall have approved the recommendations or
4 approved the recommendation with modifications as it may determine to be necessary; provided,
5 however, this subsection shall not apply to any area presently served by any municipal water
6 department or agency, or special water district.

7 (b) Approval shall not be necessary of any plan or work for the extension of supply or
8 distributing mains or pipes of a municipal water supply plant or special district or private water
9 company into and for the purpose of supplying water in any territory within the limits of the
10 municipality or special district or within the franchise area of the private water company, owning
11 the plant, including territory within the municipal special district or franchise limits which has not
12 been heretofore supplied with the water by the plant, nor for the reconstruction or replacement of
13 existing facilities in connection with an existing plant, wherein the capacity of the plant is in no
14 way increased, nor for the construction of filtration or other treatment facilities which will not in
15 any way increase the amount of water which can be made available from the present sources of
16 supply. Notwithstanding any provision of this section to the contrary, a municipal water
17 department, agency, public water system governed under this section shall review applications for
18 plans or work for the extension of supply or distribution mains or pipes in accordance with the
19 following standards:

20 (1) Such application must not be prohibited by the specific language of the latest water
21 supply system management plan ("WSSMP") of the public water supply system;

22 (2) Such applications must comply with the design and construction standards and
23 specifications established by the public water supply system for the sizing and location for the
24 infrastructure;

25 (3) Such extensions shall not reduce the necessary level of fire protection for the
26 community;

27 (4) All water main and service connection materials, construction and inspection required
28 hereunder shall be at the sole cost and expense of the applicant;

29 (5) The public water supply system shall be granted an easement in a form acceptable to
30 them which shall permit the maintenance, repair or replacement of water lines and all other related
31 activities;

32 (6) For applications for single-family residential lots, the applicant must show that:

33 (i) The existing or proposed well for the property does not meet the well industry standard
34 as described in the department of environmental management regulations for "yield per depth of

1 well, bar which is required by the department of health for a dwelling unit; and

2 (ii) Due to the unique characteristics of the property that the drilling of a new well is not
3 feasible;

4 (7) For applications located within a public water supply system with limited capacity,
5 applicants for commercial uses/properties shall be governed by the rules established for such
6 connections by the public water supply system, which shall be in accordance with the system's
7 approved WSSMP.

8 A public water supply system governed under this section may provide for lower standards
9 for approval for residential property if such standards meet the requirements of the agency's state-
10 approved WSSMP, and such WSSMP is not expired.

11 (c) The water resources board shall enforce the provisions of this section, and the superior
12 court by injunction may, upon application of the water resources board, prevent any action to be
13 taken by any municipal water agency or department, special district, or private water company
14 without the approval of the water resources board as required by this section.

15 SECTION 2. Chapter 46-15 of the General Laws entitled "Water Resources Management"
16 is hereby amended by adding thereto the following section:

17 **46-15-2.1. Appeals.**

18 An applicant may appeal a denial by a public water supply facility made under § 46-15-
19 2(b) which shall be reviewable by the state agency or commission having jurisdiction over the
20 public water supply facility and thereafter by superior court pursuant to the standards and
21 timeframes set forth in § 42-35-15 ("administrative procedures").

22 SECTION 3. This act shall take effect upon passage.

LC005284

EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO WATERS AND NAVIGATION -- WATER RESOURCES MANAGEMENT

- 1 This act would provide the standards for reviewing applications for plans or work for the
- 2 extension of supply or distribution mains or pipes. This act would also add an appeal of a denial by
- 3 a public water supply facility pursuant to the administrative procedures act § 42-35-15.
- 4 This act would take effect upon passage

LC005284

Reading Your Water Analysis Report



Lab reports are the lists of codes and numbers that show the results of your water testing. Here's a quick guide to understanding the different numbers and labels you may see on yours.

IMPORTANT:

This sheet is for only for educational purposes, and there are many other factors around your well and water that aren't covered here. You should talk to a qualified water professional (such as your laboratory's licensed interpreter) before making any decisions or changes to your well or home water system.

All private well water lab reports from certified laboratories will generally have the same information, though sometimes in a different order or under slightly different names.

The example here is from the Rhode Island State Health Laboratories.

1 Analytical Method	2 Test	3 Test Code	4 Flag	5 Result	Units	6 Reporting Limit	Analysis Date	Approved By
300.0	CHLORIDE	WL20		10.5	mg/L	0.20	01/03/2019	RW
4500F-C	FLUORIDE	WL21		1.66	mg/L	0.20	12/28/2018	RW
353.2	NITRITE	WL56		< 0.02	mg/L	0.02	12/21/2018	RW
200.8	LEAD	WL63		< 0.001	mg/L	0.001	12/26/2018	RW

- 1 The **Method** column shows which EPA-approved steps the lab used for each test. Some labs will put these codes on a separate page.

NOTE:

Certified labs *must* use EPA-approved methods. If your report doesn't have these codes on it, the report may not be from a certified water testing lab.

- 2 The **Test** (or sometimes **Parameter**) column lists each specific thing you tested for.
- 3 The **Test Code** column is that laboratory's own code system, if they have one.
- 4 The **Flag** (or sometimes **High**) column may have a marker show up if your result for that test is over the EPA's health limit or recommended amount.
- 5 The **Result** column shows how much was in your water sample. Be sure to look at the units when comparing them to the health limits - 1 milligram (mg/L) equals 1,000 micrograms (ug/L) and that makes a big difference!

Sometimes you might see the letters 'ND' for 'Not Detected' or a number with a 'less than' sign in front (like in the example). This means that the amount was too small to be seen by the equipment, or possibly not there at all.

Some tests, like Total Coliform Bacteria and E.coli, will only show up as Present/Positive or Absent/Negative. Others might have special unit labels on them, like pH. If you don't know what they are, the laboratory can explain them to you.

- 6 The Reporting Limit column tells you the smallest amount of something that the lab equipment can see. This is *not* your result or the health limit.

Other pages in the report

There are often other pieces of paper that come with your results. Some examples you might see:

- The Chain of Custody form shows exactly who handled your sample and when. This makes sure that there were no handling mistakes and all holding time limits were followed
- If a licensed sampler from the lab came to take your water, they may also include the sample collection sheet for your records.
- Some labs will have a separate page that explains what their labels and symbols mean. This is good to read, since all labs' reports will look at least a little different.
- If you tested for Volatile Organic Compounds (VOCs), you may also get a page that has a few chemicals labeled 'surrogates' on it. These aren't results from your water sample. They just look and act like the real VOCs, so the labs use them for comparison during analysis.

What it all means

One way to read your report is by comparing your numbers to the health limits and recommended levels (which are set by the EPA and State, provided on the next few pages). Every well and system is unique, however, so what's 'normal' for your water might not always fit the ranges for some tests.

There are many tests that look for *clues* instead - things like pH, hardness, or chloride. There are no health limits for these, but they can help you do things like find the source of a problem or choose the right treatment system.

Also, certified laboratories will have someone on staff called an Interpreter whose job it is to talk to you about your results. If you have questions, call your lab and ask to speak to them.

Next steps

If you have talked to the lab's Interpreter about your results and are thinking about treatment, the Center for Drinking Water Quality can provide resources and talk with you about options.

401-222-6867 | DOH.RIDWQ@health.ri.gov | health.ri.gov/water/for/privatewellowners/

Primary Standards

There are two sets of water quality standards. Primary Standards are for things associated with health risks, and Maximum Contaminant Levels (MCLs) are the amount where there may be health effects. RIDOH recommends looking into treatment when your results are more than half of that amount.

MICROBIOLOGICAL

Total Coliform Bacteria	'ABSENT' or 0
Fecal Coliform Bacteria (<i>E.coli</i>)	'ABSENT' or 0

INORGANIC CHEMICALS, mg/L

Antimony	0.006	Cadmium	0.005	Mercury	0.002
Arsenic	0.01	Chromium (Total)	0.1	Nitrate	10
Asbestos	7 MFL	Cyanide	0.2	Nitrite	1
Barium	2.0	Fluoride	4.0	Selenium	0.05
Beryllium	0.004	Lead	0.015	Thallium	0.002

ORGANIC CHEMICALS, mg/L

Alachlor	0.002	1,2-Dichlorobenzene	0.6	Dioxin (2,3,7,8-TCDD)	3 PPQ*
Atrazine	0.003	1,4-Dichlorobenzene	0.075	Diquat	0.02
Benzene	0.005	1,2-Dichloroethane	0.005	Endothall	0.1
Benzo(a)pyrene	0.0002	1,1-Dichloroethene	0.007	Endrin	0.002
Carbofuran	0.04	cis-1,2-Dichloroethene	0.07	Ethylbenzene	0.7
Carbon Tetrachloride	0.005	trans-1,2-Dichloroethene	0.1	Ethylene Dibromide (EDB)	0.00005
Chlordane	0.002	1,2-Dichloropropane	0.005	Glyphosate	0.7
Chlorobenzene	0.1	Di(2-ethylhexyl) adipate	0.4	Heptachlor	0.004
2,4-D	0.07	Di(2-ethylhexyl) phthalate	0.006	Heptachlor Epoxide	0.002
Dalapon	0.2	Dichloromethane	0.005	Hexachlorobenzene	0.001
1,2-Dibromo-3-chloropropane	0.0002	Dinoseb	0.007	Hexachlorocyclopentadiene	0.05

TABLE CONTINUED ON NEXT PAGE ▼

* 1 PPQ (part per quadrillion) equals 0.00000001 mg/L.

ORGANIC CHEMICALS, mg/L (continued)

Lindane	0.0002	Simazine	0.004	1,2,4-Trichlorobenzene	0.07
Methoxychlor	0.04	Styrene	0.1	1,1,1-Trichloroethane	0.2
MTBE	0.04	Tetrachloroethene	0.005	1,1,2-Trichloroethane	0.005
Oxamyl (Vydate)	0.2	Toluene	1	Trichloroethene	0.005
Polychlorinated Biphenyls (PCBs)	0.0005	Toxaphene	0.003	Vinyl Chloride	0.002
Pentachlorophenol	0.001	2,4,5-TP (Silvex)	0.5	Xylenes (Total)	10
Picloram	0.5				

RADIOCHEMISTRY

Alpha Particles	15 pCi/L	Combined Radium 226/228	5 pCi/L
Beta Particles & Photon Emitters	4 millirem/yr	Uranium	30ug/L

Secondary Standards

The Secondary Standards are also called 'Nuisance Standards.' These are things that do not typically cause major health effects (unless advised by your doctor) but may do damage to your plumbing or affect the taste and color of your water.

SECONDARY REGULATIONS

Aluminum	0.2 mg/L	Iron	0.3 mg/L	Conductivity*	1,500
Chloride	250 mg/L	Manganese	0.05 mg/L	Sulfate	250 mg/L
Color	15 CU	Odor	3 TON	Total Dissolved Solids	500 mg/L
Copper	1.0 mg/L	pH	6.5 - 8.5	Turbidity	2.0
Fluoride	2.0 mg/L	Silver	0.1 mg/L	Zinc	5.0 mg/L
Foaming Agents	0.5 mg/L	Sodium	250 mg/L		

COMMON RANGES, OTHER

Alkalinity	100 - 200
Hardness**	60 - 120

* Also sometimes listed as 'Specific Conductance.'

** Hardness is tied to calcium levels, so this might be Calcium Hardness or Hardness with calcium separately.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RULES AND REGULATIONS GOVERNING THE ENFORCEMENT
OF CHAPTER 46-13.2 RELATING TO THE DRILLING
OF DRINKING WATER WELLS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

DIVISION OF GROUNDWATER AND FRESHWATER WETLANDS
291 PROMENADE STREET
PROVIDENCE, RHODE ISLAND 02908
December 1989

APPENDIX C

For the use of an individual household, a bedrock well of 6 inches in diameter shall be satisfactory when it meets the following minimum criteria:

with a yield of 5 gallons per minute a minimum depth of 100' is required.

with a yield of 3 1/2 gpma minimum depth of 150' is required.

with a yield of 2 gpma minimum depth of 200' is required.

with a yield of 1 gpm.....a minimum depth of 300' is required.

with a yield of 1/2 gpm.....a minimum depth of 450' is required.

This is assumed that the static level is between 25 to 35 feet and the pump has been appropriately set to insure maximum productivity. The above is intended as a construction standard and does not imply or guarantee actual yield.

Special caution should be exercised in coastal areas because of potential saltwater intrusion.

**Town of
Jamestown, Rhode Island**

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



Date: February 15, 2024

To: Board of Water and Sewer Commissioners

From: Michael Gray
Public Works Director

RE: Application for Water Service
Plat 12 Lot 68
Bayberry Road

Attached is an application for a new water service for the above referenced property owned by Julie Berry. The Owner is seeking approval for a new water service connection for a proposed 4 bedroom residential dwelling to be constructed on the existing lot which is located in the Rural Water District. The rules and regulations, Section III, subsection 14B allows new service connections in the Rural Water District with approval by the Board. An 8" water main is located within Bayberry Road and all neighboring properties are connected.

The Board has granted water services to individual properties in the Rural Water District where the property has frontage on an existing main and an extension was not required. The Town has not met the full-build out projections within the District and we are below the acceptable withdrawal rate for our water supply, therefore the new dwelling will not have an adverse impact to the available water users within the Urban District. If approved the Owner is responsible for all associated fees for connection and restoration of the road for the new service installation.

**TOWN OF JAMESTOWN
TOWN COUNCIL MEETING
for
TOWN, WATER AND SEWER MATTERS**

Tuesday, January 16, 2024

A regular meeting of the Jamestown Town Council sitting as the Board of Water and Sewer Commissioners was called to order at the Jamestown Town Hall, Council Chambers, 93 Narragansett Avenue at 6:24 PM by Commission President Nancy A. Beye.

The following members were present:

- Mary E. Meagher, Commission Vice-President
- Erik G. Brine (arrived at 6:40 PM)
- Michael G. White
- Randall White

Also, present were:

- Edward Mello, Town Administrator
- Roberta J. Fagan, Town Clerk
- Michael Gray PE, Public Works Director
- Christina D. Collins, Finance Director
- Peter D. Ruggiero Esq., Town Solicitor
- Denise Jennings, Water and Sewer Clerk

AWARDS, PRESENTATIONS AND ACKNOWLEDGMENTS

(None)

OPEN FORUM

Commission President Beye noted that this open forum would be for water and sewer matters only.

- 1) Scheduled requests to address: (None)
- 2) Non-scheduled request to address: (None)

REPORT OF TOWN OFFICIALS

- 1) Pumping Report:
The Public Works Director reported the following:
 - JR-1 well is in service.
 - Transfer pumping remains inactive.
 - Pumping was down for the month of December.
 - Rainfall was up for the month of December.

- North Reservoir is @ capacity, usable storage-60 MG.
- South Pond is @ capacity, usable storage-6 MG

2) **Town project reports:** *(See attached Project Update Report dated January 2024)*

Treatment Plant-

The Public Works Director reported that a licensed operator from Veolia continues to work with our water staff at the Water Treatment Facility.

The Public Works Director further reported that he and the Town Planner continue to work with PARE Corporation to review the water district build-out analysis and that he recommends that a workshop be set up with the Board at the end of January/early February to review the new draft of the Water Supply System Management Plan-5-year update and also that a proposal has been submitted by PARE Corporation to update the Rules and Regulations of the Board of Water and Sewer Commissioners and that the proposal is before the Board later this evening.

Distribution System-

The Public Works Director reported that he has approved drawings and specifications for the proposed watermain extension to 68 East Shore Road from Diprete Engineering and that they are currently preparing the permit application to RIDOT.

It was the consensus of the Commission, to accept the Public Works Director's report, as submitted.

LETTERS AND COMMUNICATIONS

- 1) Letter dated January 4, 2024, Chris Powell, 38 Mt Hope Avenue, regarding water conservation and connections outside the Urban Water District.

The Commission President Beye acknowledged the receipt of a letter dated January 4, 2024, from Chris Powell, 38 Mt. Hope Avenue, regarding water conservation and connections outside the Urban Water District.

UNFINISHED BUSINESS

- 1) Water Supply System Management Plan-5 Year Update prepared by PARE Corporation, continued from November 20, 2023.

Previously discussed.

6:40 PM: Commissioner Brine arrived.

- 2) Approval of proposal submitted by PARE Corporation to update the Rules and Regulations of the Board of Water and Sewer Commissioners, for an amount not to exceed \$24,000, as detailed in their proposal dated December 13, 2023.

Following clarification on a few items, motion was made by Commission Vice-President Meagher, seconded by Commissioner Randall White to approve the proposal dated December 13, 2023, as submitted by PARE Corporation to update the Rules and Regulations of the Board of Water and Sewer Commissioners, for an amount not to exceed \$24,000. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye; Commissioner Randall White, Aye.

NEW BUSINESS

- 1) Permission to schedule workshops to review of the Water Supply System Management Plan and Regulations.

Motion was made by Commission Vice-President Meagher, seconded by Commissioner Brine to grant permission to the Town Clerk and the Public Works Director to schedule a workshop at the end of January or the beginning of February, to review of the Water Supply System Management Plan and Regulations. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye; Commissioner Randall White, Aye.

CONSENT AGENDA

- 1) Adoption of Minutes:
 - a) December 18, 2023 (regular meeting)
 - b) January 2, 2024 (special meeting)
- 2) Finance Director's Report: Comparison Budget to Actuals as of December 31, 2023

Motion was made by Commission Vice-President Meagher, seconded by Commissioner Michael White to accept the Consent Agenda, as presented. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye; Commissioner Randall White, Aye.

ADJOURNMENT

Motion was made by Commission Vice-President Meagher, seconded by Commissioner Michael White to adjourn the meeting of the Jamestown Town Council sitting as the Board of Water and Sewer Commissioners at 6:43 PM. Vote: President Beye, Aye; Commission Vice-President Meagher, Aye; Commissioner Brine, Aye; Commissioner Michael White, Aye; Commissioner Randall White, Aye.

Attest:

Denise Jennings
Water and Sewer Clerk

Project Update January 2024

WELLS

JR-1, JR-3

- JR-1 is in service

TREATMENT PLANT

- A licensed operator from Veolia continues to train with our staff at the water treatment plant.
- Lisa and I met with the staff from Pare to review our comments on the water district build-out analysis. Pare has completed a GIS analysis of all of the lots within the rural and urban districts for this report. They determined developable vacant lots; potential new lots by subdivision for both vacant and existing developed; potential new accessory dwelling units; and a projection of water service population based upon this analysis. A revised draft was completed and received on January 8th and we are reviewing the document for completeness. I would like to request that we schedule workshops for review of the management plan and regulations.
- Pare Corporation has provided a proposal to assist me with revisions to the Water and Sewer Regulations. I am recommending approval of this proposal.
- We received an invitation from the RI Department of Health and URI to participate in the Rhode Island Coastal Hazards Analysis Modeling and Predictions (RI_CHAMP) program to identify vulnerabilities to extreme storms and improve water system resiliency. We have a kick-off meeting scheduled for January 26th to review the water treatment facility property.

TRANSFER PUMPING/RESERVOIR

- The water department is not transferring water from south pond to north pond

DISTRIBUTION SYSTEM

South Pond @ 6 MG

Usable Storage, 6 Million Gallons

North Pond @ 60 MG

Usable Storage 60 Million Gallons

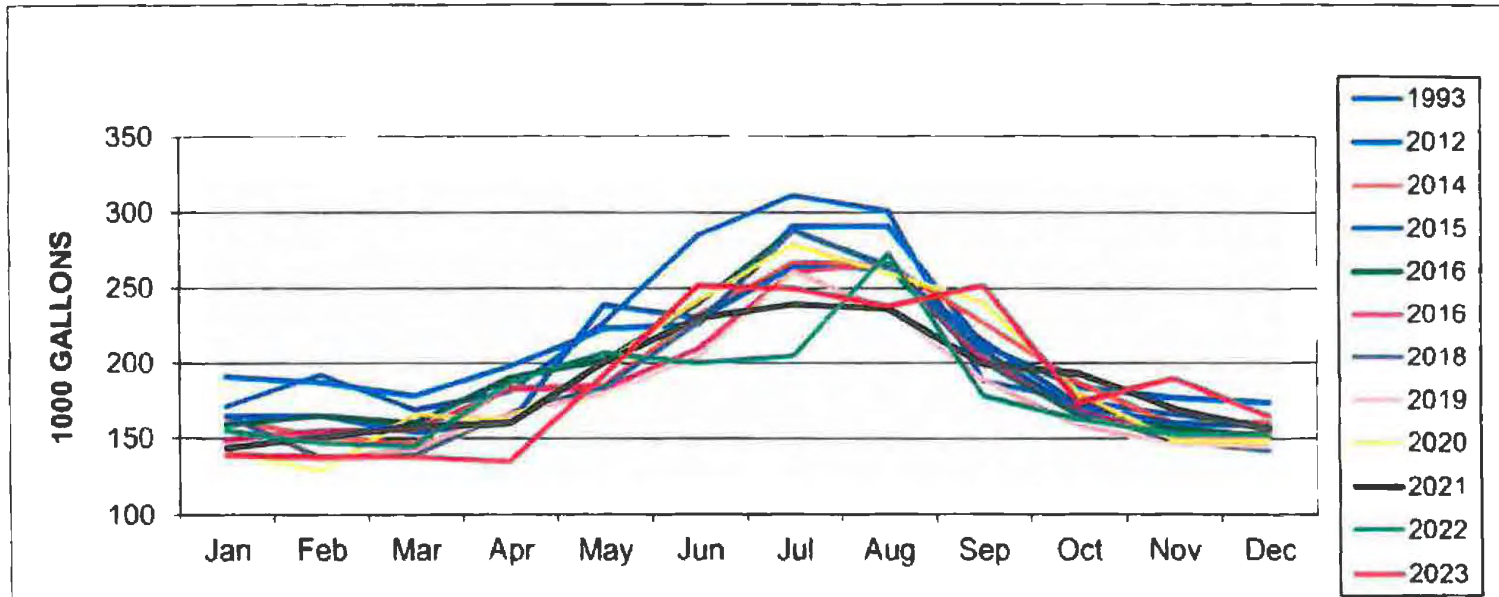
- I have approved the engineered drawings and specifications for the proposed watermain extension to 68 East Shore Road prepared by Diprete Engineering. They are preparing the permit application to RIDOT.

WASTEWATER TREATMENT PLANT

- The monthly average daily flow at the treatment plant for December was 0.402 million gallons per day. The monthly average allowed by our discharge permit is 0.73 million gallons per day. The peak daily flow was 0.722 million gallons.
- I provided comments to the RIDEM regarding our draft Discharge Permit for the wastewater facility and we have a meeting scheduled for January 11th to review our comments and the draft permit.

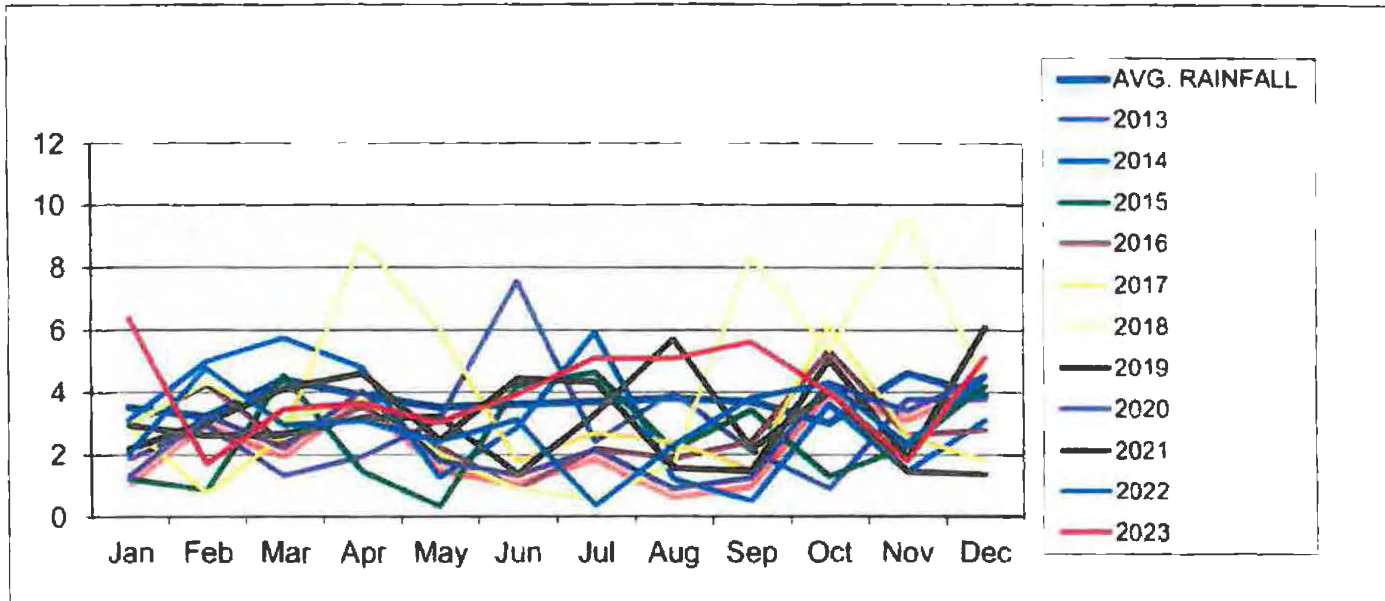
	1993	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	171	239	172	155	191	163	165	159	149	165	141	141	144	155	139
Feb	192	210	158	156	187	151	165	165	155	137	135	129	151	147	138
Mar	169	198	157	155	178	147	154	160	156	139	144	166	158	145	138
Apr	181	210	180	170	198	184	160	190	183	167	167	163	160	187	135
May	227	180	212	190	223	185	239	202	183	184	179	200	201	207	192
Jun	285	218	226	221	226	232	230	240	210	227	204	242	230	200	252
Jul	311	274	279	278	291	267	264	288	261	288	261	279	239	205	250
Aug	301	251	254	242	291	266	263	264	266	265	235	260	236	273	238
Sep	188	193	205	210	212	227	215	201	203	208	189	241	199	178	252
Oct	175	182	175	175	184	187	172	166	170	168	158	180	193	163	174
Nov	166	160	164	167	177	160	160	157	151	148	146	149	170	153	190
Dec	158	167	158	180	174	161	158	151	151	142	145	149	156	153	165

PUMPING REPORT



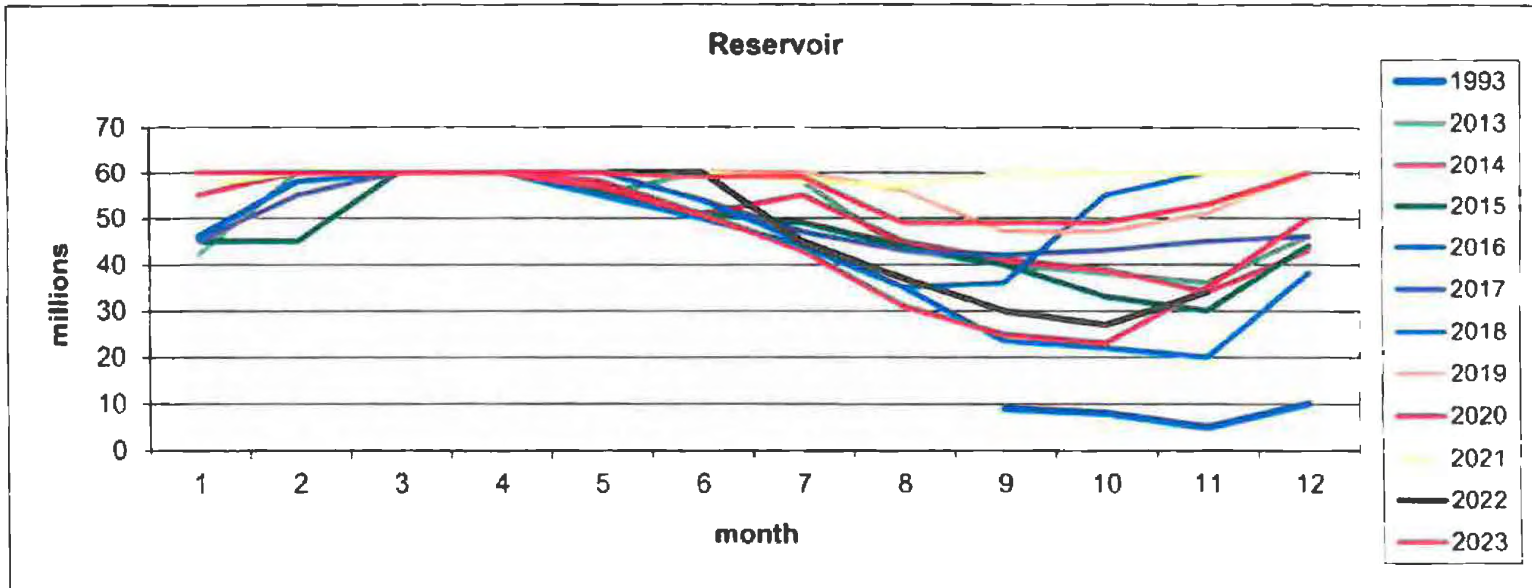
	AVG. RAINFALL	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	3.5	1.85	3.1	1.22	2.94	2.94	2.94	2.19	1.3	2.94	2.04	6.36
Feb	3.2	2.94	4.98	0.86	4.25	0.76	4.33	3.06	3.26	2.62	4.77	1.7
Mar	4.4	1.32	5.74	4.53	2.36	2.62	3.07	4.11	2.21	2.66	2.94	3.44
Apr	3.9	1.92	4.8	1.47	3.53	8.8	3.79	4.61	4.03	3.18	3.08	3.65
May	3.5	3.11	1.27	0.32	2.24	6.03	2.03	2.46	1.79	3.2	2.43	3.03
Jun	3.6	7.55	2.86	4.2	0.89	1.79	0.89	4.44	1.36	1.4	3.11	3.93
Jul	3.7	2.42	5.93	4.63	2.19	2.7	0.61	4.33	2.16	3.3	0.35	5.1
Aug	3.8	3.98	1.23	2.17	1.88	2.4	1.73	1.58	0.91	5.71	2.29	5.08
Sep	3.7	2.13	0.5	3.41	2.42	1.54	8.35	1.49	1.27	2.19	3.81	5.62
Oct	3	0.9	3.61	1.31	5.33	6.18	5.34	5.04	4.29	4.03	4.28	4
Nov	4.6	3.76	1.47	2.27	2.63	2.61	9.61	1.89	3.39	1.47	2.33	1.83
Dec	3.9	3.76	3.1	4.2	2.79	1.81	4.33	6.09	4.53	1.38	4.48	5.12
Total	44.8	35.64	38.59	30.59	33.45	40.18	47.02	41.29	30.5	34.08	35.91	48.86

RAINFALL

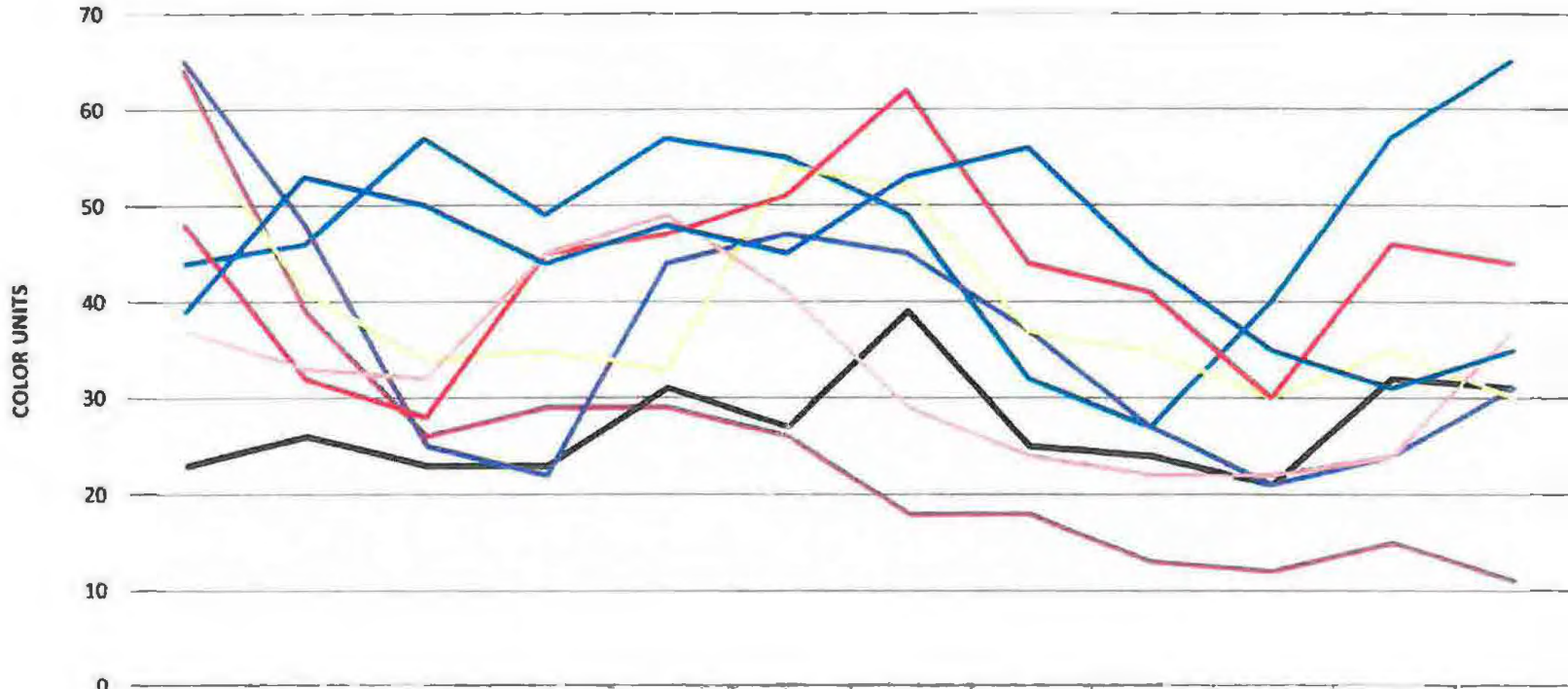


RESERVOIR LEVEL

	1993	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan		42	55	45	46	45	60	60	60	57	60	60
Feb		60	60	45	58	55	60	60	60	60	60	60
Mar		60	60	60	60	60	60	60	60	60	60	60
Apr		60	60	60	60	60	60	60	60	60	60	60
May		55	58	56	55	60	60	60	57	60	60	60
Jun		60	51	51	50	54	54	60	51	60	60	59
Jul		58	55	49	44	47	45	60	43	58	45	59
Aug		43	45	44	35	43	35	56	31	57	37	49
Sep	9	40	41	40	23.5	42	36	47	25	60	30	49
Oct	8	38	39	33	22	43	55	47	23	60	27	49
Nov	5	36	34	30	20	45	60	51	35	60	34	53
Dec	10	46	43	44	38	46	60	60	50	60	48	60



Transfer Pumping NORTH POND WATER QUALITY



	1	2	3	4	5	6	7	8	9	10	11	12
2016	64	39	26	29	29	26	18	18	13	12	15	11
2017	23	26	23	23	31	27	39	25	24	21	32	31
2018	44	46	57	49	57	55	49	32	27	40	57	65
2019	65	48	25	22	44	47	45	37	27	21	24	31
2020	59	41	34	35	33	54	52	37	35	30	35	30
2021	48	32	28	45	47	51	62	44	41	30	46	44
2022	37	33	32	45	49	41	29	24	22	22	24	37
2023	39	53	50	44	48	45	53	56	44	35	31	35



TOWN OF JAMESTOWN WWTF
MONTHLY REPORT
DECEMBER 2023

Douglas Ouellette, Superintendent

Parameters

	<u>Monthly Avr.</u>	<u>Permit Limit</u>	<u>Notes</u>
Flow	.4017 MGD	.73 MGD	
Daily Max	.7220 MGD		
BOD Removal	99.8%	85%	% Removed
TSS Removal	96.4%	85%	% Removed
Fecal Coliform	1.09	No limit, report only	
Enterococci	1.28	(<35 cfu/100ml Monthly)	(<276 cfu/100ml Daily)

Environmental Compliance (Violations)

There are 0 violations to report for the month of December.

Complaints

There are two complaints to report for the month of December. Both were related sewer backups, one was at 6 Swinburne St and the other was at 3 Plymouth Rd. Both were determined to be problems in the service lines and not the town mains.

Alarms

The facility had no alarms in December.

Septage

The facility received no septage for the month of December.

Sludge Production

The facility processed 54,000 gallons of sludge through Wastewater Services Incorporated.

Maintenance Management

Facility staff repaired the 4-20 Wiring for the aerator do probes, installed the new YSI controller on aerator #3. Placed new influent sampler fridge in service.

Chemical Use

The facility used 445.6 gallons of Sodium hypochlorite and 300 pounds of lime for process control.

Collection System

31 pump station inspections were completed. All stations are operating as designed.

Energy Use

Energy use for the month of December was: 20,556 KWH

Precipitation

Precipitation for December 2023 was 3.46"

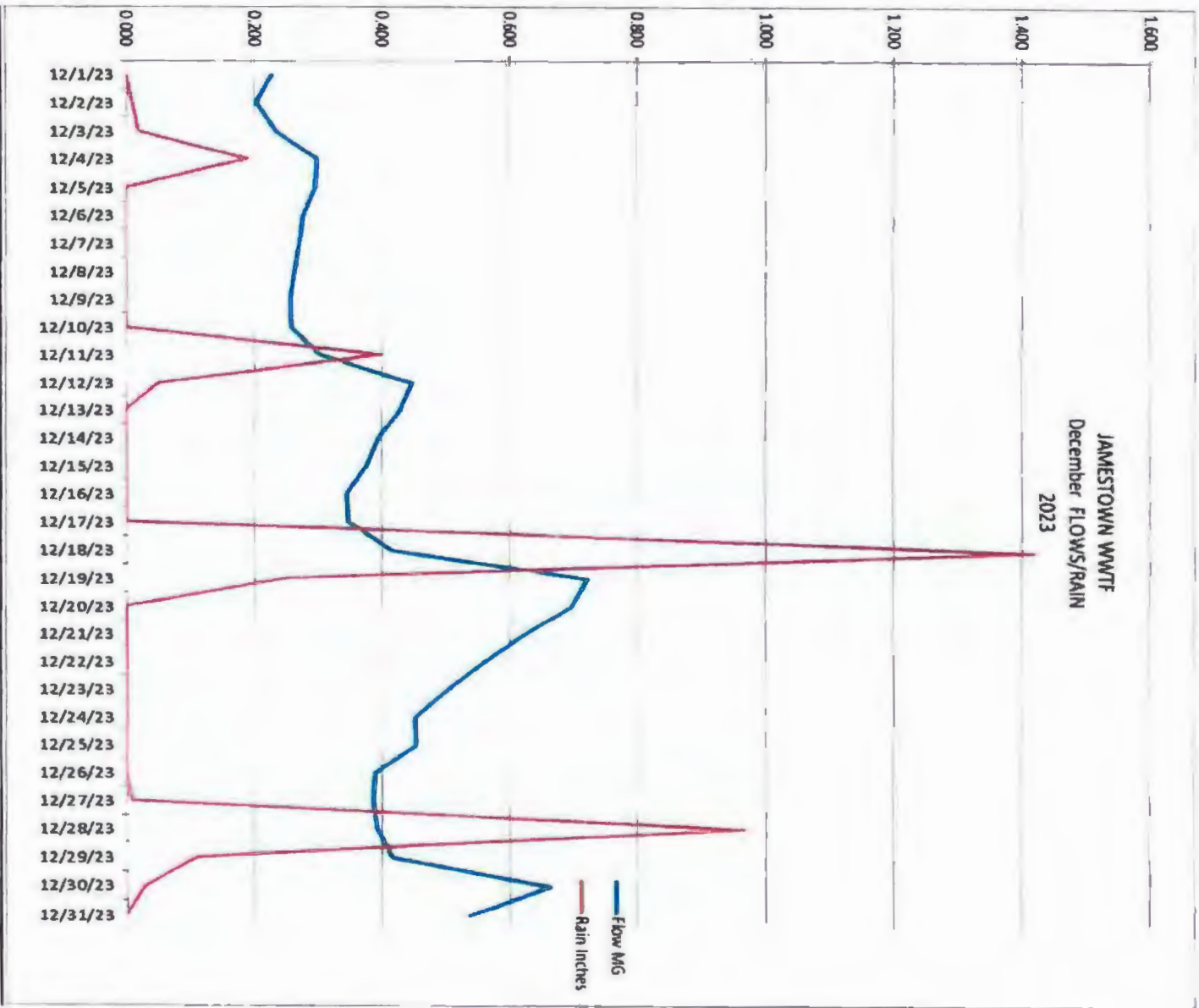
Golf Course

Pumping to the golf course has stopped for the season.

Work Orders

64 work orders were completed.

Graph



Town of Jamestown

Finance Department

Town Hall

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9809 Fax 401-423-7229

Email: ccollins@jamestownri.net



Christina D. Collins
Finance Director

MEMORANDUM

TO: Edward A. Mello, Town Administrator

FROM: Christina D. Collins, Finance Director

A handwritten signature in black ink, appearing to be "CD", is written over the "FROM:" line.

DATE: February 16, 2024

SUBJECT: Budget to Actual- Water & Sewer Budget

Attached is the Budget to Actual report for the Fiscal Year 2024. The report contains the expenses that have been paid through January 31, 2024.

Please do not hesitate to contact me with any questions or concerns.

Budget vs Actual - Water
TOWN OF JAMESTOWN, RI
For 1/31/2024

Run: 2/15/2024 at 1:15 PM

	Annual Budget	P-T-D Actual	Y-T-D Actual	Remaining \$	%
					of Budget
2102 7000 70100 00 Salary- Public Works Director	29,158.00	2,242.90	17,025.86	12,132.14	58.39
2102 7000 70102 00 Salary- Accounting	49,750.00	5,359.86	30,147.15	19,602.85	60.60
2102 7000 70103 00 Salary - Treatment Plant Operator	87,537.00	0.00	26,853.78	60,683.22	30.68
2102 7000 70104 00 Ass't Plant Operator w/longevity	80,243.00	6,412.80	54,137.29	26,105.71	67.47
2102 7000 70105 00 Salary - Plant Operator	69,742.00	5,595.73	38,850.72	30,891.28	55.71
2102 7000 70339 00 License Yrly	1,800.00	0.00	0.00	1,800.00	0.00
2102 7000 70513 00 Treatment Plant Operator - OT	15,000.00	0.00	0.00	15,000.00	0.00
2102 7000 70514 00 Ass't Treatment Plant Operator OT	15,000.00	5,634.57	27,435.27	(12,435.27)	182.90
2102 7000 70515 00 Plant Operator- OT	10,000.00	303.34	4,325.85	5,674.15	43.26
7000 Salaries	358,230.00	25,549.20	198,775.92	159,454.08	55.49
2102 7001 70900 00 SOCIAL SECURITY TAX	27,405.00	2,138.63	10,725.28	16,679.72	39.14
2102 7001 70901 00 Blue Cross/Delta Dental	50,340.00	1,479.55	12,979.92	37,360.08	25.78
2102 7001 70902 00 Worker's Compensation	20,000.00	0.00	0.00	20,000.00	0.00
2102 7001 70903 00 Retirement System	40,793.00	730.77	11,194.37	29,598.63	27.44
2102 7001 70906 00 Life Insurance	670.00	39.96	310.86	359.14	46.40
2102 7001 70910 00 Clothing	1,500.00	467.00	1,682.60	(182.60)	112.17
7001 Benefits	140,708.00	4,855.91	36,893.03	103,814.97	26.22
7000/7001 Salaries & Benefits	498,938.00	30,405.11	235,668.95	263,269.05	47.23
2102 7005 70601 00 Maintenance	6,000.00	0.00	0.00	6,000.00	0.00
2102 7005 70606 00 ALARM LINES	4,000.00	417.79	2,567.73	1,432.27	64.19
7005 Reservoirs/Rights of Way	10,000.00	417.79	2,567.73	7,432.27	25.68
2102 7006 70601 00 Maintenance	1,000.00	0.00	900.00	100.00	90.00
2102 7006 70636 00 Wells- Electricity	12,000.00	841.83	6,198.09	5,801.91	51.65
7006 Wells	13,000.00	841.83	7,098.09	5,901.91	54.60
2102 7010 70008 00 Lab Supplies - Water	15,000.00	2,483.23	8,855.37	6,144.63	59.04
2102 7010 70201 00 Consultant	100,000.00	0.00	0.00	100,000.00	0.00
2102 7010 70631 00 Chemicals	65,000.00	855.07	32,402.10	32,597.90	49.85
2102 7010 70632 00 Heat	18,000.00	3,439.68	7,018.55	10,981.45	38.99
2102 7010 70633 00 Equip. Maintenance	45,000.00	3,077.89	36,527.09	8,472.91	81.17
2102 7010 70634 00 Professional Services	5,000.00	310.50	32,235.66	(27,235.66)	644.71
2102 7010 70635 00 Telephone	3,500.00	70.11	798.80	2,701.20	22.82
2102 7010 70636 00 Pumpout- Electricity	55,000.00	4,037.25	26,696.78	28,303.22	48.54
2102 7010 70637 00 Bldg Maint	8,000.00	207.00	4,750.54	3,249.46	59.38
2102 7010 70638 00 State Testing	12,000.00	438.00	2,927.95	9,072.05	24.40
2102 7010 70639 00 License Fees	6,000.00	0.00	600.00	5,400.00	10.00
2102 7010 70643 00 PUMP OUT TREATMENT PLANT	3,500.00	500.00	1,500.00	2,000.00	42.86
2102 7010 70645 00 WATER SLUDGE DISPOSAL	16,500.00	0.00	10,880.00	5,620.00	65.94
7010 Pump Station & Treatment Plant	352,500.00	15,418.73	165,192.84	187,307.16	46.86
2102 7011 70636 00 South Pond- Electricity	5,000.00	1,988.70	4,165.53	834.47	83.31
2102 7011 70637 00 South Pond Transfer Pump	4,000.00	0.00	0.00	4,000.00	0.00
7011 South Pond Pre-Treatment Bldg	9,000.00	1,988.70	4,165.53	4,834.47	46.28
2102 7012 70636 00 Water Tower- Electricity	3,000.00	36.41	671.60	2,328.40	22.39
2102 7012 70643 00 Water Tower - Maintenance	500.00	0.00	0.00	500.00	0.00
7012 Water Tower	3,500.00	36.41	671.60	2,828.40	19.19
2102 7013 70644 00 Vehicles Gas & Oil	2,000.00	116.55	1,095.76	904.24	54.79
2102 7013 70645 00 Repair and Maintenance	4,000.00	0.00	905.89	3,094.11	22.65
7013 Vehicles	6,000.00	116.55	2,001.65	3,998.35	33.36
2102 7020 70651 00 Clamps	2,000.00	0.00	0.00	2,000.00	0.00
2102 7020 70652 00 Pipe	6,000.00	0.00	779.86	5,220.14	13.00
2102 7020 70653 00 Backfill & Excavation	2,000.00	0.00	0.00	2,000.00	0.00
7020 Maintenance & Laterials	10,000.00	0.00	779.86	9,220.14	7.80
2102 7030 70661 00 Service Repairs	10,000.00	0.00	1,745.36	8,254.64	17.45
2102 7030 70663 00 New Services	6,000.00	0.00	0.00	6,000.00	0.00
7030 Water Division Services	16,000.00	0.00	1,745.36	14,254.64	10.91
2102 7040 70672 00 Supplies/Expenses	16,000.00	3,520.00	13,521.47	2,478.53	84.51
7040 Meters	16,000.00	3,520.00	13,521.47	2,478.53	84.51
2102 7050 70681 00 Hydrants- Maintenance	8,500.00	0.00	0.00	8,500.00	0.00
7050 Hydrants	8,500.00	0.00	0.00	8,500.00	0.00

Budget vs Actual - Water
TOWN OF JAMESTOWN, RI
For 1/31/2024

	Annual Budget	P-T-D Actual	Y-T-D Actual	Remaining \$	% of Budget
2102 7060 70923 00 Billing	6,500.00	9.47	2,856.06	3,643.94	43.94
2102 7060 70924 00 Insurance	9,000.00	0.00	0.00	9,000.00	0.00
2102 7060 70925 00 Audit	3,000.00	0.00	0.00	3,000.00	0.00
2102 7060 70926 00 Supplies	7,000.00	151.48	2,793.83	4,206.17	39.91
7060 Administration	25,500.00	160.95	5,649.89	19,850.11	22.16
2102 7070 70300 00 Water Debt	367,000.00	0.00	0.00	367,000.00	0.00
2102 7070 70940 00 Interest	122,773.00	31,528.13	71,500.18	51,272.82	58.24
7070 Debt Service	489,773.00	31,528.13	71,500.18	418,272.82	14.60
2102 7080 70800 00 Water- Capital	100,000.00	0.00	0.00	100,000.00	0.00
7080 Capital	100,000.00	0.00	0.00	100,000.00	0.00
2102 7081 70603 00 Control Panel SCADA	0.00	0.00	19,964.08	(19,964.08)	0.00
2102 7081 70604 00 Distribution	0.00	0.00	12,563.77	(12,563.77)	0.00
2102 7081 71303 00 WATER MANAGEMENT PLAN	0.00	1,004.00	14,111.00	(14,111.00)	0.00
Total Expenses	0.00	1,004.00	46,638.85	(46,638.85)	0.00
 Total Expenses	 1,558,711.00	 85,438.20	 557,202.00	 1,001,509.00	 35.75

**Budget vs Actual - Sewer
TOWN OF JAMESTOWN, RI
For 1/31/2024**

Run: 2/15/2024 at 1.15 PM

	Annual Budget	P-T-D Actual	Y-T-D Actual	Remaining \$	% of Budget
2103 7000 70100 00 Salary, Public Works Director	29,158.00	2,242.88	17,025.72	12,132.28	58.39
2103 7000 70101 00 Salary- Superintendent	90,038.00	6,412.80	48,049.20	41,988.80	53.37
2103 7000 70102 00 Salary, Clerical	49,750.00	5,359.85	30,147.14	19,602.86	60.60
2103 7000 70103 00 Salaries, Ass't Superintendent	80,243.00	5,715.20	53,898.93	26,344.07	67.17
2103 7000 70104 00 Salaries- Plant Operator	70,738.00	5,108.81	42,612.71	28,125.29	60.24
2103 7000 70335 00 License- Contractual	1,800.00	0.00	1,800.00	0.00	100.00
2103 7000 70336 00 Clothing	1,500.00	0.00	380.00	1,120.00	25.33
2103 7000 70511 00 Wastewater Superintendent - OT	13,000.00	357.14	7,110.38	5,889.62	54.70
2103 7000 70513 00 Ass't Superintendent - OT	13,000.00	1,388.88	6,249.96	6,750.04	48.08
2103 7000 70514 00 Plant Operator - OT	13,000.00	1,836.54	5,509.62	7,490.38	42.38
2103 7000 70900 00 Social Security Tax	27,462.00	1,553.13	11,683.74	15,778.26	42.55
2103 7000 70901 00 Blue Cross/Delta Dental	51,602.00	3,302.82	23,310.26	28,291.74	45.17
2103 7000 70902 00 Worker'S Compensation	8,000.00	0.00	0.00	8,000.00	0.00
2103 7000 70903 00 Retirement System	42,180.00	1,012.25	15,167.50	27,012.50	35.96
2103 7000 70906 00 Life Insurance	695.00	59.94	408.24	286.76	58.74
7000 Salaries	492,166.00	34,350.24	263,353.40	228,812.60	53.51
7000/7001 Salaries & Benefits	492,166.00	34,350.24	263,353.40	228,812.60	53.51
2103 7002 70001 00 Power- Electricity	55,000.00	4,516.73	23,784.44	31,215.56	43.24
2103 7002 70002 00 Chemicals	3,000.00	0.00	2,275.14	724.86	75.84
2103 7002 70003 00 Heat	15,000.00	1,463.55	3,246.09	11,753.91	21.64
2103 7002 70004 00 Water	2,000.00	518.72	2,640.94	(640.94)	132.05
2103 7002 70005 00 Chlorine	10,000.00	0.00	2,195.63	7,804.37	21.96
2103 7002 70006 00 Equipment Maintenance	35,000.00	3,284.03	31,095.87	3,904.13	88.85
2103 7002 70007 00 Misc. Supplies, Office, Cleani	10,000.00	367.89	3,578.70	6,421.30	35.79
2103 7002 70008 00 Lab Supplies	4,000.00	0.00	22.64	3,977.36	0.57
2103 7002 70009 00 Telephone	1,000.00	23.38	214.63	785.37	21.46
2103 7002 70010 00 Alarm Line- N.E.T.	7,500.00	599.83	3,854.30	3,645.70	51.39
2103 7002 70011 00 Sludge Composting	50,000.00	0.00	21,445.86	28,554.14	42.89
2103 7002 70012 00 Truck Operation & Maintenance	2,000.00	0.00	0.00	2,000.00	0.00
2103 7002 70013 00 Gas- Truck	3,500.00	146.51	1,348.08	2,151.92	38.52
2103 7002 70014 00 State Mandated Testing	30,000.00	2,441.49	19,009.24	10,990.76	63.36
2103 7002 70201 00 Professional Services - Legal	2,500.00	0.00	0.00	2,500.00	0.00
2103 7002 70315 00 Training Of Members	1,000.00	0.00	215.00	785.00	21.50
2103 7002 70600 00 Professional Services	2,000.00	0.00	0.00	2,000.00	0.00
7002 Wastewater Treatment Facility	233,500.00	13,362.13	114,926.56	118,573.44	49.22
2103 7003 70017 00 Pumping Station #3	6,000.00	0.00	0.00	6,000.00	0.00
2103 7003 70018 00 Pumping Station #1	30,000.00	3,051.35	16,381.03	13,618.97	54.60
2103 7003 70019 00 Pumping Station #2	12,000.00	1,328.54	6,896.04	5,103.96	57.47
2103 7003 70020 00 Pumping Station #4	1,000.00	80.57	430.71	569.29	43.07
7003 Pumping Stations	49,000.00	4,460.46	23,707.78	25,292.22	48.38
2103 7004 70598 00 Equipment Insurance	7,000.00	0.00	0.00	7,000.00	0.00
7004 Insurance	7,000.00	0.00	0.00	7,000.00	0.00
2103 7005 70021 00 Maintenance Sewer Mains	12,000.00	885.50	885.50	11,114.50	7.38
2103 7005 70504 00 Payment Of Principal - Town	8,110.00	0.00	0.00	8,110.00	0.00
2103 7005 70505 00 Payment Of Interest - Town	0.00	0.00	157.83	(157.83)	0.00
2103 7005 70605 00 Interest Payments	38,625.00	0.00	36,448.04	2,176.96	94.36
7005 Sanitary Sewers, Laterials & Mains	58,735.00	885.50	37,491.37	21,243.63	63.83
2103 7081 70801 00 Sewer Capital	80,000.00	2,125.00	43,630.32	36,369.68	54.54
7081 Capital Improvements	80,000.00	2,125.00	43,630.32	36,369.68	54.54
Total Expenses	920,401.00	55,183.33	483,109.43	437,291.57	52.49

TOWER CELL SITE LEASE AGREEMENT

This Tower Cell Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between **Town of Jamestown**, a Rhode Island municipal corporation having a place of business at 93 Narragansett Avenue, Jamestown, RI 02835 (“**Landlord**”), and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112, and duly registered as a foreign limited liability company in the State of Rhode Island (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Cable Space**” means the additional leased ground space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Equipment Space, Tower Space and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located on the Property.

“**Equipment Space**” means the leased ground space where cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Property**” means that certain parcel of real property upon which the Tower and Ground Space are located.

“**Tower**” means the two (2) water tanks located on the Property upon which Tenant’s antennas, radios, and related communication equipment are mounted, but does not include the ground space used for the placement of cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located.

“**Tower Space**” means that portion of the Tower designated for use by the Tenant for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios, cables/coax, nodes, and/or related equipment, which will be comprised of a radiation center with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Tower.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord has the right to grant the rights set forth in this Agreement as they pertain to the Property located at 96 Howland Avenue, Jamestown, RI 02835, as more particularly described in Exhibit A, attached to and incorporated herein. In consideration of the obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby leases from Landlord: (i) a portion of Landlord's Tower located on the Property for the installation of Tenant's Equipment in the Tower Space; (ii) approximately 150 square feet of ground space ("**Ground Space**") for Tenant's use as Equipment Space; and (iii) additional space on the Property to be used as Cable Space. The Tower Space, Ground Space, Equipment Space and Cable Space are collectively referred to as the "**Premises**" and are depicted on the drawings attached hereto and incorporated herein as Exhibit B. Tenant shall have the right, but not the obligation, to prepare a survey of the Property, Tower Space, Equipment Space, Ground Space, Cable Space, and/or the Easements (as defined below) and said survey may, at Tenant's election, replace Exhibit B. Promptly following Tenant's request, Landlord shall provide Tenant any existing surveys of the Premises in Landlord's possession.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the earlier of either (i) the first (1st) day of the month following the commencement of Tenant's Installation or (ii) May 1, 2024 (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically be extended for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**") unless Tenant elects, in Tenant's sole and absolute discretion, not to renew the lease at the end of the then-current term by giving Landlord written Notice at least ninety days (90) days prior to the end of the then-current term. The Parties agree that each Party has vested rights hereunder and that this Agreement constitutes a binding and valid obligation of each Party as of the Effective Date, subject to the Contingencies (as defined in Section 2.4 below). The Initial Term and any applicable Renewal Term(s) may be referred to collectively as the "**Term**".

2.3 Rent. Beginning on the Commencement Date, and for each month thereafter during the Term, Tenant shall pay to Landlord rent for the Premises ("**Rent**") in advance, without Notice, demand or set-off (except as otherwise set forth herein), in the amount of Three Thousand Seven Hundred and Fifty Five Hundred Dollars and 00/100 Dollars (\$3,750.00). All payments shall be made on or before the first day of the applicable month, at such places as may be designated in writing from time to time by Landlord at least thirty (30) days in advance of the first affected payment, except that all payments due hereunder for any fractional calendar month shall be prorated based upon the number of days during said month that the payment obligation was in force (collectively, the "**Payment Terms**"). The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Section 2.3, Tenant's obligation to pay Rent or any other amount due hereunder is contingent upon Tenant's receipt of an IRS approved W-9 form setting forth the tax identification number of Landlord (or of the person or entity to whom Rent is to be made payable, if applicable). Upon the commencement of each Renewal Term, the Rent shall be automatically increased by Ten percent (10%) of the then-current Rent. In addition, Tenant shall pay Landlord, as additional rent, a one-time signing bonus in the full and final amount of Thirty Five Thousand and 00/100 Dollars (\$35,000.00) (the "**Additional Rental Payment**"). The Additional Rental Payment shall be paid within 90 days of full execution of this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining each of the following: (a) a satisfactory structural analysis showing that the Tower is suitable for Tenant's Permitted Use ("**Structural Analysis**"); and (b) all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all Governmental Approvals promptly following the Effective Date. Landlord hereby authorizes Tenant to file and submit for Governmental Approvals, at Tenant's sole cost and expense. Landlord shall: (x) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (y) promptly execute and deliver any and all documents necessary to obtain and maintain Government Approvals; and (z) take no action that would adversely affect Tenant's ability

to obtain Governmental Approvals. Prior to the Commencement Date, if: (i) a structural analysis shows that the Tower is not suitable for Tenant's Permitted Use; (ii) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (iii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner, then, following the occurrence of any of the events set forth in clauses (i) through (iii) (collectively, the "**Contingencies**"), Tenant shall have the right to terminate this Agreement immediately upon Notice to Landlord and without penalty or further obligation to Landlord, its employees, officers, agents or lenders. If this Agreement is terminated in accordance with this Section 2.4, this Agreement shall be of no further force or effect (except as set forth to the contrary herein). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right to terminate this Agreement upon ninety (90) days' written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders.

3. Use, Access and Installation.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, and management of a telecommunications facility, including, without limitation, antennas, nodes, wires, cables, conduits, piping, electrical and utility lines, and other related equipment or personal property (collectively, "**Tenant's Equipment**"), which shall include the right, subject to Section 3.3 below, to replace, repair, add, or otherwise modify Tenant's Equipment or any portion thereof and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Promptly following Tenant's request, Landlord shall provide the most recent structural analysis (if any) in Landlord's possession to facilitate Tenant or its designee's production of a Structural Analysis. Landlord hereby grants permission to Tenant to install, maintain and operate on the Property the Tenant's Equipment set forth in Exhibit C, attached hereto and incorporated herein by reference.

3.2 Access. The Parties acknowledge and agree that commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant: (i) the right of ingress and egress to the Property and the Premises; (ii) access to the Property from all public streets within and bordering the Property; and (iii) access to the Property from any and all public right-of-way(s) adjacent to the Property and the Premises.

3.3 Installation of Tenant's Equipment. Following Tenant's initial Installation, Tenant shall be permitted to: (i) modify or add additional frequencies or technologies; and (ii) replace, modify or add equipment within the Premises (as long as doing so does not cause a material adverse effect on the structural integrity of the Tower); in either case, without incurring any increase in the then-current Rent or other modification of the terms and conditions set forth in this Agreement.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant shall be solely responsible for cost of the electrical utilities used to power Tenant's Equipment. Tenant may, but is not obligated to, have its own utility meter installed in a mutually agreed upon location, and will request that Tenant's utility usage is billed directly to Tenant by the applicable utility company. If separate metering is not commercially reasonable (as determined by Tenant), then Tenant may install a utility sub meter on Landlord's main utility meter, which Landlord shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. If Tenant installs a sub meter, then Tenant's actual utility usage charges shall be paid by Tenant to Landlord (each without mark-up) within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts. Landlord grants to Tenant and its utility providers non-exclusive easement(s) for utilities, including, without limitation, fiber optic cabling and electrical power as may be

reasonably necessary for utilization of Tenant's Equipment at the Premises ("**Easement**"). The Parties acknowledge and agree that independent third-party providers of utility services, including but not limited to, fiber, gas, electric and telephone, may utilize the Easements. If required by any such third-party provider, Landlord agrees to execute a separate recordable document or other reasonable documentation evidencing such rights without the payment of additional consideration. The Parties acknowledge and agree that Tenant may wish to obtain real property rights or interests from third-parties and, if requested, Landlord shall promptly provide commercially reasonable assistance to Tenant with respect to obtaining such rights. Landlord also grants to Tenant: (a) the right to use any fiber installed at the Property to support Tenant's Installation, if available; and (b) the right to install such fiber services on, through, over and/or under the Property in available conduit. It is expressly acknowledged and agreed that independent third party providers of utility services, including, but not limited to, fiber, may utilize the Easements and conduit for the installation of lines, equipment, and all necessary appurtenances, without the execution of any further documentation. In the event that the existing electric, gas, telephone, cable or fiber utility sources located on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities on, over and/or under the Property as is necessary for Tenant's Permitted Use, provided that the location of such utilities shall be mutually agreed upon by Landlord and Tenant prior to the commencement of installation thereof. The Easements are depicted on the drawings attached hereto and incorporated herein as Exhibit B.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Property or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Real Estate Taxes. Landlord shall pay all Taxes that accrue against the Property and/or Tower during the Term to the extent the Landlord is not tax-exempt under Applicable Law, which shall be deemed to be included as part of the Rent charged to Tenant. "**Taxes**" means any present or future federal, state, county, municipal or local taxes, assessments, levies, benefit charges, and/or other governmental and/or private impositions (including business park charges and dues), levied, assessed and/or agreed to be imposed upon the Property and/or Tower, or upon the rent due and payable hereunder, whether or not now customary or within the contemplation of the Parties hereto and regardless of whether the same shall be extraordinary or ordinary, general or special, or similar or dissimilar to any of the foregoing, but shall not include any inheritance, estate, succession, income, profits or franchise tax. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority requires. Tenant shall be liable for all taxes levied or assessed against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in filing, prosecuting and perfecting any appeal or challenge to Taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference, Structure Damage and Temporary Relocation.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with the electronic equipment, operations of,

or other telecommunications equipment installed at the Property as of the Effective Date. Following Tenant's Installation, Landlord agrees not to install or to permit others to install any structure or equipment which would block or otherwise interfere with any transmission or reception by Tenant's Equipment (whether such blockage or interference is in the form of an emission, radiation, induction, harmonic, a physical barrier or otherwise ("**Interference**")). If Interference continues for a period more than seventy-two (72) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating and/or relocate the source of Interference or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied. Landlord represents, warrants and covenants that all leases, subleases, or other agreements entered into by Landlord or any Affiliate of Landlord for the installation of equipment used for any service utilizing in whole or in part the transmission or reception of any radio frequency(ies) at the Property contain or will contain language prohibiting interference to any then pre-existing use of the Property. The Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 5.1, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

5.2 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Tower is destroyed, damaged or otherwise unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Tower cannot be restored, or rebuilt, by Landlord within thirty (30) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion), then Tenant may elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders. Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Tower as soon as possible under the circumstances, but in all cases within ten (10) days following Landlord's discovery of such condition. In the event Tenant does not elect to terminate this Agreement, then Landlord shall promptly commence and diligently pursue to completion the restoration or repair of the Tower in accordance with prevailing tower industry standards, at Landlord's sole cost and expense. If such restoration or repair cannot reasonably be undertaken without moving Tenant's Equipment, then, at Landlord's sole cost and expense, Tenant may remove Tenant's Equipment from the Tower, thereafter replacing Tenant's Equipment on the Tower as soon as reasonably possible. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith, and to an abatement of its Rent obligation (and/or a pro rata refund of prepaid Rent, as applicable) until such time that the affected facility is replaced or otherwise restored to a condition fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion).

5.3 Temporary Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to the extent necessary to facilitate Landlord's performance of maintenance or repair work on the Structure, provided that: (a) Tenant pays one hundred percent (100%) of the costs incurred by Tenant in connection with relocating Tenant's Equipment to the Temporary Location, as well as back to the original location; (b) Landlord gives Tenant at least four (4) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**")), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time during the Term. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of and operation of its equipment from the Temporary Location. The Parties agree that a Temporary Location shall include, without limitation, a location on the Property for Tenant to deploy and use a mobile structure (such as a cell tower on wheels) or other temporary cell siting arrangement in such a mutually agreed upon location, along with the use of a temporary power solution.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Tower. Landlord represents and warrants that: (i) its operation of the Tower and Property (exclusive of Tenant's Equipment), including, without limitation, any required or advisable lighting systems, currently complies with, and will be maintained throughout the Term of this Agreement in accordance with, all Applicable Laws. Landlord shall at all times throughout the Term maintain, at its sole cost and expense, the Tower and the Property, including, without limitation, the lighting systems, transmission lines, equipment and building(s) in good operating condition. In no event shall Landlord access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent (email being sufficient).

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant acknowledges and agrees that Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of the Term of this Agreement (including any period(s) of renewal or extension) (the "**Equipment Removal Period**") in each case in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed on the Commencement Date, normal wear and tear excepted, together with all additions, alterations and improvements thereto provided, however, that Tenant shall have no obligation to remove any Tenant's Equipment or other objects that are below the surface of the Property (such as cables) or any concrete or equivalent installation pad. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period, provided, however, that if Tenant fails to remove Tenant's Equipment during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until such time as Tenant removes Tenant's Equipment from the Premises in accordance with this Section 7.1. Nothing herein, however, shall prohibit Tenant from accessing the Premises or removing all or any portion of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant shall repair any damage to the Premises caused by the removal of Tenant's Equipment.

7.2 Holding Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, and all of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental equal to one hundred twenty-five percent (125%) of the monthly Rent applicable hereunder at the expiration of the Term or applicable Renewal Term, prorated for the number of days of such holding over.

8. Default, Remedies and Termination.

8.1 Default. If any one (1) or more of the following events (each, an "**Event of Default**") occurs during the Term, then the non-defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available at law or in equity: (a) a Party's failure to make any payment required by this Agreement within thirty (30) days after such Party's receipt of written Notice from the other Party of such failure to pay; (b) failure by either Party to observe or perform any of the covenants or other provisions of this Agreement to which either Party is bound by this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-defaulting Party, provided, however, that if the event for which the Notice is given is of a nature that may not be reasonably cured within said thirty (30) day period, then such Party shall not be in default for so long as such Party commences to cure the failure within the thirty (30) day period and diligently

pursues it to conclusion; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies and Termination. Upon the occurrence of any uncured Event of Default, the non-defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-defaulting Party may have at law or in equity. Further, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item on the Structure, Property or an adjacent property, which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use; or (iv) at any time before the Commencement Date at Tenant's sole discretion.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible; or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances (as defined in Section 11) in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or its employees, agents, customers/invitees

or contractors. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with such negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage: (i) Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (ii) such other insurance policies as may be deemed normal and customary for substantially similar properties, including, without limitation, coverage for loss of rent. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$2,000,000 per occurrence and \$5,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured.

10.3 Insurance Requirements. All policies required to be maintained by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has good and sufficient title and interest to the Premises, whether by ownership, license, lease or otherwise and has the right to grant the rights set forth in this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to or interest in the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Property and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) in the event a third party other than Landlord owns or controls any rights to, or Landlord subleases any portion of the Property, Landlord has obtained all rights necessary to enter into

this Agreement; and (f) Landlord has not and shall not cause, knowingly permit or, fail to remediate in accordance with Applicable Law (at Landlord's sole cost and expense) any hazardous substance (as such phrase is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq. (“**Hazardous Substance**”)) to be placed, stored, treated, released, spilled, transported or disposed of on, under, at or from the Property in violation of any applicable environmental laws during the term of this Agreement. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

Tenant and Landlord each represent, warrant and covenant to the other Party that: (i) it is a duly constituted organization (corporation, limited partnership, limited liability company, partnership, non-profit corporation, etc.) in good standing in its State of organization and qualified to do business in the State in which the Premises is located to the extent required by Applicable Law; (ii) it has filed all forms, reports, fees and other documents necessary to materially comply with Applicable Laws as and when due; (iii) it has all rights, power and authority necessary to enter into and to execute and deliver this Agreement and to perform its obligations (and in the case of Landlord grant any rights) hereunder; (iv) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby or thereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it or any of its Affiliates are subject; and (v) the transaction contemplated by this Agreement does not require the consent of any other party, will not result in a breach of or default under any third party agreement, and will not otherwise cause any such third party agreement to cease to be legal, valid, binding, enforceable and in full force and effect.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets or stock; (iii) any entity in which Tenant or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment or transfer shall not be considered an assignment under this Section 12.1 requiring consent and Landlord shall have no right to delay, alter or impede such assignment or transfer. For clarity, and the avoidance of doubt, neither: (a) a change in ownership of Tenant as a result of a merger, consolidation or reorganization; nor (b) the sale of all or substantially all of the assets of Tenant shall be considered an assignment under this Section 12.1 requiring Landlord's consent, and Landlord shall have no right to delay, alter or impede any of the foregoing transactions.

12.2 Rights Upon Sale of Premises or Tower. Should Landlord, at any time during the Term, sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. In the event that Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. At Landlord's option, this Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a “**Mortgage**”) by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in

the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Event of Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage as of the Effective Date, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage. If Landlord defaults in any payment or other performance obligations under any Mortgage encumbering the Property, Tenant may, at its option (but without any obligation), cure or correct such default and, upon doing so, Tenant: (a) shall be subrogated to any and all rights, titles, liens, and/or equities of the holders of such Mortgage; and (b) may offset the full amount against any Rent or other amount owed by Tenant to Landlord under this Agreement.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right, but not the obligation, to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of said date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record, at Tenant's sole cost and expense, with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of either the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall inure to the benefit of any assignee, unless such assignment shall have been made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. Landlord and Tenant acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

12.9 Person; Gender; Number; Section Headings. As used in this Agreement, the word “person” means and includes, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.10 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.11 Waiver. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise.

12.12 Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and must be sent by facsimile transmission (solely in the case of notices or requests sent to Tenant), by email (solely in the case of notices or requests sent to Landlord), or by first-class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, addressed to such party at the address(es), email address(es) or fax number(s) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party (“**Notice**”). The sending of such Notice to the proper email address (in the case of email transmission), the sending of such Notice with confirmation of receipt of the complete transmission (in the case of facsimile transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by overnight courier service) will constitute the giving thereof.

If to be given to Landlord:

Town of Jamestown
Attn: Michael Gray

If by overnight courier service:

93 Narragansett Ave.
1st Floor Finance Office
Jamestown, RI 02835

If by first-class certified mail:

93 Narragansett Ave.
1st Floor Finance Office
Jamestown, RI 02835

If by email:

Email address: mgray@jamestownri.net

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration

If by overnight courier service:

5701 South Santa Fe Drive
Littleton, Colorado 80120

If by first-class certified mail:

5701 South Santa Fe Drive
Littleton, Colorado 80120

cc: DISH Wireless L.L.C.
Attn: Office of the General Counsel

If by overnight courier service:
9601 South Meridian Blvd.
Englewood, Colorado 80112

If by first-class certified mail:
P.O. Box 6655
Englewood, Colorado 80155

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any lease covenant and/or to enforce or interpret any provision of this Agreement, each Party shall be responsible for its own expenses and attorneys' fees.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

TOWN OF JAMESTOWN

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Certain lots situate on Howland Ave., designated as Lots No. 25, 26, and 27 on that plat entitled "The Howland Plat, Jamestown, R.I. Surveyed and laid out by F.W. Dean, C.E. and C.W. Kettell, C.E. for and under the direction of Percy M. Blake, Civil Engineer August 1873," which plat is recorded in the Office of the Town Clerk, Jamestown, Rhode Island. Said three lots together form one tract bounded and described as follows:

Beginning at a point in the westerly line of Howland Ave., two hundred forty (240) feet, more or less, southerly from the southerly line of High St., said point of beginning being at the southeasterly corner of land now or lately of Margaret T. Breen, and running thence westerly bounding Northerly on said Breen land a distance of one hundred ten (110) feet to land now or lately of Frank West and wife; thence turning and running southerly bounding Westerly in part on said West land and in part on land now or lately of Eben N. Tefft Estate et al., a distance of two hundred nineteen and six-tenths (219.6) feet to land now or lately of LeRoy F. Meredith; thence turning and running easterly bounding Southerly on said Meredith land a distance of one hundred ten and nine-tenths (110.9) feet to said Howland Ave.; thence turning and running northerly bounding Easterly on said Howland Ave., a distance of two hundred five and eight-tenths (205.8) feet, to said Breen land at the starting point.

Parcel No. 9-152 (PID: 2164)

This being the same property conveyed to the Town of Jamestown, a municipal corporation from Jamestown Water Company, a corporation in deed dated September 4, 1970 and recorded September 4, 1970 in Book 62 Page 1056.

EXHIBIT B

SITE PLAN

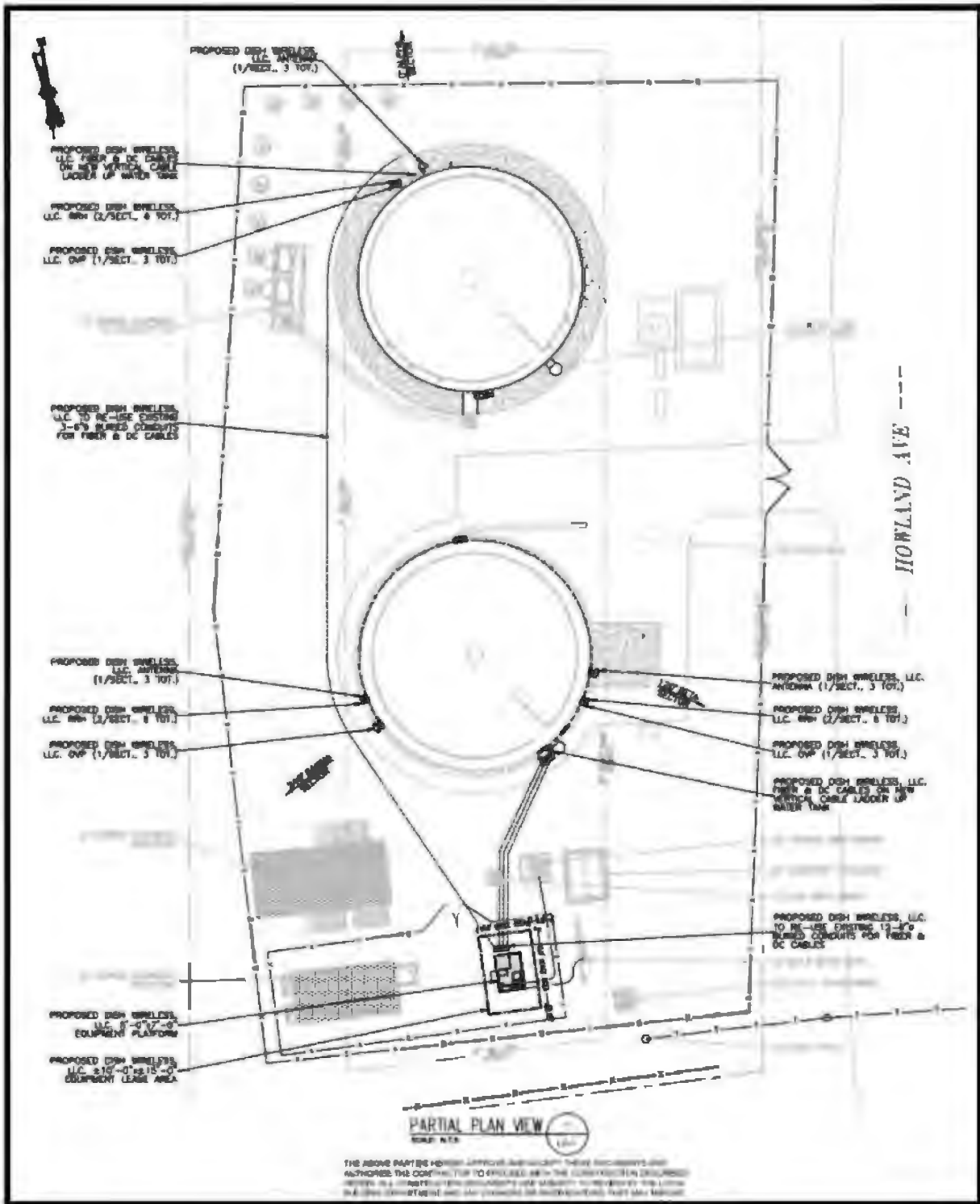


EXHIBIT B
(Continued)

SITE PLAN

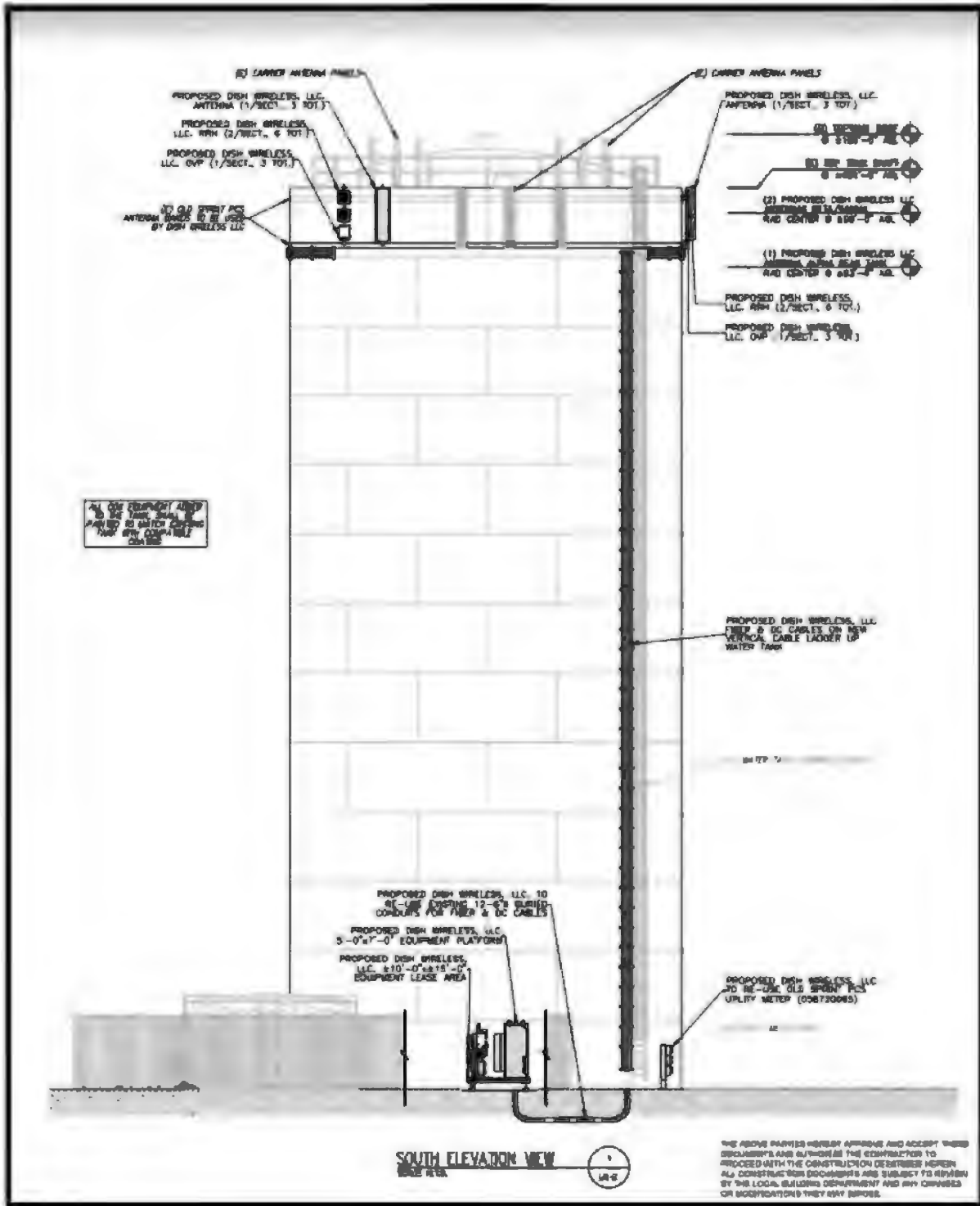


EXHIBIT C

TENANT'S EQUIPMENT

(As depicted and/or described on Exhibit B and as set forth on this Exhibit C)

On the Tower:

Centerline Height Above Ground Level: 98'

Panel Antennas: Three (3) JMA MX08FR0665-21

Radio Units: Three (3) Samsung RF4450t-71A

Radio Units: Three (3) Samsung RF4451d-70A

Junction Box: Three (3) Raycap RDIC-3045-PF-48

Power Line: Three (3) 0.790"

Fiber Line: Three (3) 0.33"

Voltage Booster: One (1) Raycap RDIDC-100-3R-1U-2

On the Ground:

Steel Platform: One (1) 5'x7'

Base Cabinet: One (1) Charles (Amphenol) -H/EX

GPS Unit: One (1)

-

**JAMESTOWN WATER AND SEWER COMMISSION,
LEGAL SERVICES AGREEMENT**

I. INTRODUCTION

A. RECITALS.

1. The Jamestown Water and Sewer Commission (“Client”) is committed to delivering clean drinking water to its citizens and protecting its property interests. Client is also committed to identifying responsible parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination in drinking water, waste water or soil.

2. Marin, Barrett, and Murphy Law Firm, Inc; Law Office of Kevin Madonna, PLLC; SL Environmental Law Group PC; Douglas & London, P.C.; Levin, Papantonio, Rafferty, Proctor, Buchanan, O’Brien, Barr, Mougey, P.A. (collectively the “Firms”) have joined together to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances (“PFAS”). The Firms are experienced both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater, waste water and property contamination.

3. The purpose of this Legal Services Agreement (“LSA” or “Agreement”) is (i) to enter into an attorney-client relationship between Client and the Firms (collectively, the “Parties”) for the purpose of investigating and assessing potential claims arising out of the presence of contaminants in **water supply wells affecting Client’s water systems and/or Client’s other property, including waste water**; and (ii) to provide for the terms and conditions for the representation of Client in any civil action that may be filed in the appropriate court and any proceeding by writ or appeal related to that action filed on behalf of Client by the Firms (“Legal Action”).

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. **Contaminants.** Client has detected the presence of several PFAS compounds (the “Contaminants” or “Contamination”) during testing of its drinking water or property, but as of 1/4/2024 those detections do not exceed the current regulatory thresholds. The engineering, construction, and operation and maintenance of systems to treat contamination in affected wells and/or remediate property will result in significant financial costs to Client.

2. **Investigation.** Client has retained the Firms to assist Client in investigating the presence of the Contaminants throughout its systems and potential sources of the Contamination, evaluate the potential to recover the costs associated with the Contamination, provide advice, and represent Client in any Legal Action against parties potentially responsible for the Contamination.

B. PRE-LITIGATION COSTS AND FEES.

1. **Client.** All costs associated with Client's pre-litigation investigation of the Contaminants, including those associated with water and soil sampling, laboratory testing and engineering expenses shall be paid directly by Client. For the avoidance of doubt, nothing contained herein shall obligate Client to incur any costs to investigate the Contaminants beyond what it has already expended.

2. **The Firms.** All costs and fees incurred by the Firms during any pre-litigation investigation shall not be charged to Client nor recoverable by the Firms against Client under this Agreement.

3. **Other.** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by either Party as part of any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firms file any Legal Action, the Firms may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS.

Client is retaining the Firms, not any particular attorney, and attorney services to be provided to Client shall not necessarily be performed by any particular attorney.

D. **DESIGNATION.** Client designates Ed Mello, Town Administrator, Town of Jamestown (Phone 401-423-9805 / Email – emello@jamestownri.net) as its authorized representative to direct the Firms and to be the primary individual to communicate with the Firms regarding the subject matter of its representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firms and other representatives of Client. Client may designate additional authorized representatives at its discretion.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. **Inclusions.** It is the intent of the Parties that the Firms shall represent Client in a civil action for damages in the appropriate court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firms consist of representation of Client with respect to:

a. The contamination of groundwater supplies, waste water and/or soil by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by Client and the Firms.

b. Claims and/or actions for damages sustained by Client as a result of actual or threatened conduct relating to contamination of groundwater, the loss of use of groundwater, and any past, present, and future costs incurred to remove the Contaminants from drinking water, groundwater, waste water and/or soil, and any related appeals in such actions.

2. **Retention; Filing of Legal Action.** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating Client to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action on behalf of Client.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. **Exclusions.** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board. However, at Client's election, the Firms shall appear at such administrative proceedings to protect Client's rights to pursue any Legal Action filed pursuant to this Agreement, without Client being assessed any additional attorneys' fees in connection with such appearance.

b. Defending any legal action(s) against Client commenced by any person, with the exception of any cross-complaints, counterclaims, or other third-party claims filed in a Legal Action pursuant to this Agreement.

c. Defending any claim against Client for unreasonable use of water and/or waste of water.

d. Defending any action concerning water rights.

2. **Additional Legal Services.** If Client wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms and Client shall be required.

3. **Non-PFAS Legal Services.** This Agreement only applies to PFAS litigation activities and any other/non-litigation activities that one or more of the Firms may already be providing to client, or may provide in the future, is not affected by this Agreement.

C. RESPONSIBILITIES OF ATTORNEY AND CLIENT.

1. **The Firms Responsibilities.** The Firms shall perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. The Firms shall provide status reports to Client on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of Client.

2. ***Client Responsibilities.*** Client shall cooperate with the Firms and keep the Firms reasonably informed of developments in connection with any Legal Action.

3. ***Selection of Experts.*** The Firms and Client shall meet and confer regarding selection and retention of experts in the Legal Action. Client shall not unreasonably withhold approval of selection and retention of such experts. Client shall not be required to pay for the selection or retention of experts. These costs will be advanced by the Firms and be reimbursed pursuant to this Agreement only in the event of a recovery.

4. ***Settlement.*** The Firms shall not settle any Legal Action without the approval of Client. Client shall have the absolute right to accept or reject any settlement. The Firms shall notify Client promptly of the terms of any settlement offer received by the Firms.

5. ***Client Agreement Not to Use, Share, or Disclose the Firms' Work Product Outside the Context of this Legal Action.*** Client agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which Client or their counsel acquire access through the Firms or any co-counsel of the Firms, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Company, The Chemours Company, and/or the 3M Company, without the express written prior approval and consent of the Firms and all such other co-counsel of the Firms.

D. ATTORNEYS' FEES.

1. ***Contingent Fee.*** The amount the Attorneys shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee ("Contingent Fee"), which shall be thirty (30) percent of/from the Gross Recovery.

2. ***Definitions Relevant to Attorneys' Fees.***

a. "Costs" include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by Client without being either advanced or contributed to by the Firms, include Client's expenses incurred in providing information to the Firms or defendants.

b. "Settlement" refers to any voluntary agreement executed by Client and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.

c. “Cash Recovery” means, without limitation, the total monetary amount received by Client in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by Client.

d. “Non-Cash Recovery” means, without limitation, the fair market value of any property delivered to Client, any services rendered for Client’s benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of well(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on Client, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.

e. “Present Value” means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

f. “Reasonable Fees” or “Reasonable Attorney’s Fee” means such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on Client, and the financial risk to the Firms and associate counsel by their agreeing to represent Client in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Gross Recovery or a Gross Recovery that does not fully compensate or reimburse the Firms and associate counsel for their time and advanced Costs.

3. *Calculation of Non-Cash Recovery.*

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by Client, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by Client upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, Client shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the firms accept said estimate. If the Firms object to Client’s estimate, the Parties shall proceed as set forth in Section III.G (“Disagreements Concerning Value of Recoveries”). Nothing herein shall impede or restrict Client’s right to include a Non-Cash Recovery in any Settlement, nor the Firms’ right to receive a Non-Cash Recovery.

E. DISTRIBUTION OF PROCEEDS.

1. ***Pay-if-Paid; Option for Advance Payment.*** Receipt of any Gross Recovery by Client is a condition precedent to payment of any portion of the Contingent Fee by Client to the Firms. Undisputed payment(s) of the Contingent Fee owed to the Firms in accordance with Agreement shall be made no later than seven (7) days after receipt by Client of any Gross Recovery. Notwithstanding the foregoing, Client, in its sole and absolute discretion, may choose to pay any Cash Recovery portion of the Contingent Fee prior to receipt of any Gross Recovery by Client ("Advance Payment"). Upon Client's election to make an Advance Payment, Client shall estimate the amount and timing of outstanding Cash Recoveries, treat all such outstanding payments as constructively received by Client upon the execution of a Settlement or Final Judgment requiring such payments, discount all such payments to their Present Value as of the time of said Settlement or Final Judgment, and pay the Firms the Contingent Fee due on the Present Value of such portion of the Cash Recovery at that time. Nothing herein shall be construed to modify how any amount shall be distributed or the Parties' remedies in this Agreement upon a dispute over any estimate or amount due under this Agreement.

2. ***Distribution; Revolving Fund.*** The receipt of any Gross Recovery by Client shall be distributed as follows: (i) all unpaid Costs shall be paid, including all Costs advanced by the Firms, which shall be reimbursed, (ii) the Contingent Fee shall be paid until the Firms are paid in full, and (iii) any remaining amounts shall be paid to Client. Notwithstanding the foregoing, if Client receives a Cash Recovery in a Settlement that is entered while a Legal Action remains pending, and the Cash Recovery is in excess of any unpaid Costs, the unreimbursed Costs advanced by the Firms, and the Contingent Fee, a revolving fund of \$500,000 ("Revolving Fund") shall be maintained from Client's share of said Cash Recovery to apply to subsequent Costs incurred as part of the then-ongoing Legal Action. Replenishment of the Revolving Fund shall occur within thirty (30) days of the fund becoming drawn down to \$250,000; however, in no event shall Client be required to replenish the Revolving Fund with monies in excess of Client's share of the Cash Recovery obtained to date.

Use of Monies Held in Trust. The firms are authorized to apply any funds received on behalf of Client in connection with a Settlement or Final Judgment and held in The Firms' trust account to the payment of any Costs owed to third parties to this Agreement; provided that for any payments in excess of \$1,000, the Firms shall furnish copies of third-party invoices for Client's review at least seven (7) days prior to making said payments.

F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

1. ***Reasonable Fee.*** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent Client on a Contingent Fee basis, Client shall pay a reasonable fee for the services rendered.

2. ***Fee Determination.*** The Parties shall use best efforts to negotiate a reasonable fee. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born equally by Client and the Firms.

G. COURT-AWARDED AND/OR SETTLEMENT-AWARDED ATTORNEYS' FEES.

1. ***Duty to Seek Attorneys' Fees and Costs in Legal Action.*** Client may obtain an award of Attorneys' Fees and/or Costs in a Final Judgment or Settlement. The Firms agree to seek any such award(s) in any Legal Action it files on behalf of Client.

2. ***Credit for Court-Awarded Fees and Costs.*** Any Attorneys' Fees or Costs awarded in connection with a Legal Action shall not be considered part of the Gross Recovery for purposes of calculating the Firms' Contingent Fee but said fees and costs shall be applied as a credit against Client's obligation to pay the Firms' Contingent Fee under this Agreement.

3. ***Court-Awarded Fees and Costs in Excess of Contingent Fee.*** Notwithstanding any other provision of this Agreement, if court-awarded Attorneys' Fees and costs exceed the Contingent Fee to which the Firms would otherwise be entitled under this Agreement, the amounts due to the Firms under this Agreement shall be the court-awarded fees and costs, and Client shall receive all other amounts awarded in a Legal Action.

H. DIVISION OF ATTORNEYS' FEES.

1. ***Division of Fees; Disclosure.*** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to Client. Client is informed that, under the Rules of Professional Conduct, such a division may be made only with Client's written consent after a full disclosure to Client in writing that a division of fees shall be made and of the terms of such division. The division of fees and costs between the Firms has been separately provided to Client.

2. ***Retention of Associate Counsel.*** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to Client's approval.

I. COSTS.

1. ***Costs Advanced by the Firms; Interest.*** The Firms shall advance all Costs incurred in connection with the Firms' representation of Client under this Agreement. Costs shall be advanced by the Firms and then paid by Client from any

Gross Recovery. The Firms shall notify Client of the total amount of Costs advanced every quarter.

2. ***Reimbursement; Risk of Loss.*** The Firms shall be reimbursed for any Costs before any distribution to Client. If there is no Gross Recovery or the Gross Recovery is insufficient to reimburse the Firms in full for Costs advanced, the Firms shall bear the loss for any Costs not reimbursed under this Agreement.

3. ***Defense of Attorneys' Fees and Costs to Third Party.*** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend Client in any motion seeking an award of Attorneys' Fees or costs against Client in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

IV. **REPRESENTATION OF ADVERSE INTERESTS**

A. **DISCLOSURE.**

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firms have a relationship with another party with interests adverse to Client, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms to disclose that to Client so Client can evaluate whether that relationship causes Client to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect Client's confidential information. To the extent required, the Client waives any conflict under applicable Rules of Professional Conduct.

2. ***Representation of Other Clients; Waiver of Potential Conflicts.*** Client understands that currently, and from time to time, the Firms represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, Client understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. Client understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. Client understands that the Firms would not take on this engagement if Client required the Firms to forgo representations like those described above. Client has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other water suppliers in similar litigations, because such waiver enables Client to obtain the benefits of the Firms' experience and expertise. Therefore, Client consents that the Firms may continue to handle such work, and may take on similar new clients and matters, without disclosing each such new matter to Client or seeking the consent of Client while representing it. The Firms shall not, of

course, take on such other work if it requires the Firms to be directly adverse to Client while the Firms are still representing Client under this Agreement.

V. TERMINATION

A. **DISCHARGE OF ATTORNEY.**

1. ***Right to Discharge.*** Client may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. Client shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to applicable Rules of Professional Conduct. Unless specifically agreed by the Firms and Client, the Firms shall provide no further services and advance no further Costs on Client's behalf after receipt of the notice. If any or all of the Firms are Client's attorney of record in any proceeding, the Firms shall immediately execute and return a substitution-of-attorney form.

2. ***Reimbursement of Costs; Fees.*** In the event the Firms are discharged without cause before the conclusion of a Legal Action, Client shall (i) reimburse the Firms for any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a Reasonable Attorneys' Fee for services performed up to the point of the discharge. Nothing herein shall be construed to limit Client's rights and remedies in the event of a discharge of the Firms for cause.

B. **WITHDRAWAL OF ATTORNEY.**

1. ***Right to Withdraw.*** The Firms may withdraw from representation of Client (i) with Client's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to Client. Good cause includes Client's breach of this Agreement, Client's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, Client shall remain obligated to pay the Firms and any associated counsel, out of the Gross Recovery, a Reasonable Fee for all services provided and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

2. ***Withdrawal Without Cause.*** The Firms may terminate this Agreement at any time, without cause, by giving Client not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by Client.

VI. MISCELLANEOUS

A. **LIEN.** Client hereby grants the Firms a lien on any and all claims or causes of action that are the subject of the Firms' Contingent Fee and/or Costs advanced under this Agreement. The Firms' lien shall be for sums owed to the Firms for any unpaid Contingent Fee or Costs at the conclusion of the Firms' services. The lien shall attach to any Gross Recovery Client may obtain.

B. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** Upon the conclusion of services under this Agreement, the Firms shall release promptly to Client on request all of Client's papers and property. "Client's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, regardless of whether Client has paid for said documents or property.

C. **INDEPENDENT CONTRACTOR.** The relationship to Client of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of Client, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

D. **NOTICES.** All written notices and communications to Client relating to this Agreement shall be mailed to or personally delivered to Client, addressed to: Ed Mello, Town Administrator, Town of Jamestown, 93 Narragansett Ave, Jamestown, RI 02835. Written notices and communications to the Firms relating hereto shall be mailed to or personally delivered to Law Office of Kevin Madonna, PLLC, 48 Dewitt Mills Road, Hurley, NY 12443.

E. **CONFIDENTIALITY.** This Agreement establishes the relation of attorney-client between the parties hereto. The Firms shall hold all money and property of Client in trust for Client's benefit, with all funds deposited and managed in the Firms' client trust account as required by law. The Firms shall not divulge Client's confidences and shall be entitled to the candid cooperation of all Client's employees in all matters related to the assigned files and any related actions. Furthermore, this Agreement is an attorney-client communication and shall not be disclosed by Client or the Firms to any third party, except as may otherwise be required by law including the Rhode Island Access to Public Records Act. In the event of a request, demand, or lawsuit to compel Client to provide a copy of this Agreement or a description of its terms, the Firms shall work with Client to provide an appropriate response and the Firms shall defend any such litigation at the Firms' cost. Nothing herein shall preclude the Firms and Client from agreeing together to disclose the Agreement or its terms.

F. **DISCLAIMER OF GUARANTEE.** Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot

guarantee any particular result. Client acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.

G. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

H. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

I. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

J. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

K. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be arbitrated. If a fee dispute arises, the parties shall arbitrate the dispute with the Honorable Wayne R. Andersen (Ret.) or another agreed arbitrator from the Chicago JAMS office or any other agreed upon arbitrator.

L. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be Newport County, Rhode Island.

M. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of Rhode Island.

N. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.

O. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

P. DESIGNATION OF LOCAL COUNSEL. If necessary, the Marin, Barrett, and Murphy Law Firm through Lead Attorney Matthew Marin will act as local counsel on this matter.

Q. **EXECUTION.** This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

Ed Mello Date
Jamestown Town Administrator
Jamestown Water and
Sewer Commission
93 Narragansett Ave
Jamestown, RI 02835

Matthew T. Marin Date
Marin, Barrett, and Murphy Law Firm
1000 Chapel View Blvd Suite 260
Cranston, RI 02920

Kevin J. Madonna Date
Law Office of Kevin Madonna, PLLC
48 Dewitt Mills Rd
Hurley, NY 12443

Michael A. London Date
Douglas and London, P.C.
59 Maiden Lane, 5th Floor
New York, NY 10038

Ned McWilliams Date
Levin, Papantonio, Rafferty, Proctor,
Buchanan, O'Brien, Barr, Mougey, P.A
316 S. Baylen Street
Pensacola, FL 32502

Town Administrator

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9805



Edward A. Mello
Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Town Administrator, Edward A. Mello
DATE: February 14, 2024
SUBJECT: Report for Town Council Meeting February 20, 2024

Tax Abatement (Credits): A request for the Town Council to consider a revised ordinance to support the increase of the tax abatement currently offered to members of the fire department. This would also include a transition plan. Memo and draft ordinance is attached. (Unfinished Business)

Ft Getty Campers- The deadline to renew sites as a seasonal camper was February 1. We now have 11 vacant sites. Staff is requesting permission to fill these sites for the 2024 season with no commitment beyond this season. Memo from Director DeFalco (New business)

Ft Getty Pier- We have contracted with an engineer to assess the damage to the Ft. Getty Pier related to the three recent storm events. We will be meeting with a contractor to develop a cost proposal to make the repairs. I expect that this will be presented to Harbor Commission and Town Council early March.

6 West Street Property- Update on status of property acquisition. Ratify the acquisition of the property and termination of the previous lease with the Friends of the Jamestown Seniors, the local Grange and the Town. Requesting consideration of recommendation to renovate 6 West Street and authorize \$2.5 million bond referendum for Financial Town meeting by warrant.

Jamestown Art Center- The JAC has requested permission to display an art piece at East Ferry in the same location of the Christmas tree. This has been allowed the past. The process involves Town Staff in the selection process of the art work. Letter attached. (New business)

Tax Appeal 129 Walcott Avenue- Requesting Town Council authorization to execute settlement agreement on tax appeal of Carlisle and Kirk at 129 Walcott Avenue. (Consent agenda)

Housing Meeting- Lisa Bryer and I met with the Secretary of Housing, Stephan Pryor along with his staff. We discussed a variety of housing challenges. We emphasized the desire of Jamestown to be part of future considerations related to affordable and workforce housing funding.

Water Tower Lease: Requesting approval to execute multi-year lease with Dish Wireless to install equipment on the two water towers. This is subject to final zoning approval. The annual lease payment for the first five (5) years is \$45,000 with an escalator for five (5) year term following. An additional one-time payment of \$35,000 is due upon execution of the lease. (water and sewer consent agenda)

Town Administrator

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9805



Edward A. Mello
Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Town Administrator, Edward A. Mello
DATE: February 14, 2024
SUBJECT: Senior Center Project

Since late summer, a small working group of staff members and representatives from the Friends of Jamestown Seniors and the Senior Advisory Committee have been meeting to discuss options for an improved senior center facility.

This group includes: BJ Whitehouse (Senior Advisory Committee), Fred Pease (Friends of Jamestown Seniors), Public Works Director Mike Gray, Senior Services Director Molly Rose, Town Planner Lisa Bryer and myself.

We have worked with Union Studios to conduct a spacial needs assessment and the assessment of 11 Knowles Court and 6 West Street properties. You were previously presented with those findings and report.

The group met most recently on February 13 to discuss the presumed ownership of 6 West Street by the Town. We further discussed the two properties in an effort to make a recommendation to the Town Council.

Examining the report prepared by Union Studios revealed that either property would meet the spatial needs and that either property would require a substantial investment in order to meet to the current needs of a well programmed and functional space for senior services.

After much discussion, the group reached a unanimous consensus to recommend the 6 West Street property.

Considerations included:

Additional square footage in the existing footprint of the building

Parking-although this site offered no off-street parking; it offers parking on nearby streets and parking lots which are not impacted seasonally

This site is established and known as the Senior Center

Staff has also worked to develop very preliminary budget numbers for the renovation cost of the 6 West Street property. Areas of focus were: basic square foot cost for construction renovation; windows/ doors; HVAC; complete electrical upgrades; complete reconfiguration of entrance

(possible relocation of elevator); complete rehabilitation and relocation of bathrooms; known structural issues at basement level; relocation of kitchen; kitchen equipment and fire suppression systems; fire alarm systems; furniture and technology; maintaining the current character of the building. The cost estimate is \$2.5 million.

I ask that the Town Council consider the authorization of a warrant to be prepared for the 2024 Financial Town Meeting for a bond in the amount of \$2.5 million and allow for Town staff to work with Union Studios to further develop the project and refine the budget estimates.

LOCATIONS FEASIBILITY STUDY



JAMESTOWN SENIOR CENTER

6 WEST ST - 11 KNOWLES CT
JAMESTOWN, RI

DECEMBER, 2023

Program	Avg. Participation	Daily Program	Monthly Program	Weekly Programs	Located Upstairs	Located Downstairs (meal site)	Notes
Meal Site	25-30 *avg. number increasing	X				X	
Tai Chi	20-25			X	X		
Chair Yoga	16			X			
South County Health Checks with RN	12		X		X	X	*in need of privacy
Bridge/Cards/Tile Games	8-12			X	X		
6-8 Week Workshop Sessions (topics vary)	15-30			X	X		
Movie Screenings	15-30		X		X		
Lectures/ One day Presentations	30-50		X		X		
Medicare, Resources & Counseling	4-8		X			X	* in need of privacy
Health Screenings/Various Health Related Services	8-20				X		*in need of privacy
BINGO	20-30			X	X		
Tax Assistance Program	80						*Jan-April Appointments scheduled from 9-1 PM on Tuesdays and Thursdays during these months *more privacy needed
Crafts (painting, floral arranging)	15-20		X		X		*would like to offer more, but limited availability upstairs prevents that
Holiday Meals (special luncheons)	40-50					X	*quarterly meals

- Large Gathering Programs**
- Meal Site
 - Tai Chi
 - Workshop Sessions
 - Bingo
 - Movie Screenings
 - Lectures / One day Presentations
 - Tax Assistance Program

Occupancy: 30-50
Approx. SF Required: 500 sf

- Moderate Gathering Programs**
- Chair Yoga
 - Crafts
 - Bridge / Cards / Tile Games

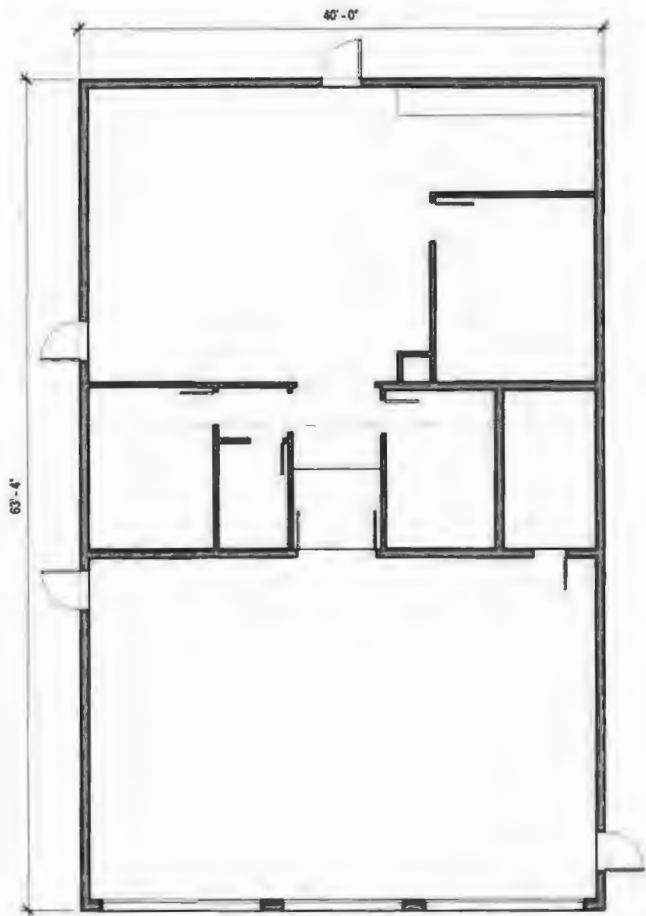
Occupancy: 8-20
Approx. SF Required: 250 sf

- Small Private Programs**
- South County Health Checks w/ RN
 - Medicare, Resources & Counseling
 - Health Screenings & Service

Occupancy: 4-20
Approx. SF Required: 100-200sf
Separate rooms where possible?

- Building Support Program Spaces**
- Kitchen
 - Public restrooms
 - Mechanical spaces
 - Coat closet/room
 - Manager's office
 - Storage space

Occupancy: N/A
Approx. SF Required: +/-100 sf ea.



EXISTING FLOOR PLAN LAYOUT



EXISTING SITE IMAGE

JAMESTOWN SENIOR CENTER

FEASIBILITY INFORMATION | DECEMBER, 2023

11 KNOWLES CT



Parking:

On-Site = 15
Street (within 250') = 14
(40 more within 500')
Handicap parking on site

Accessibility:

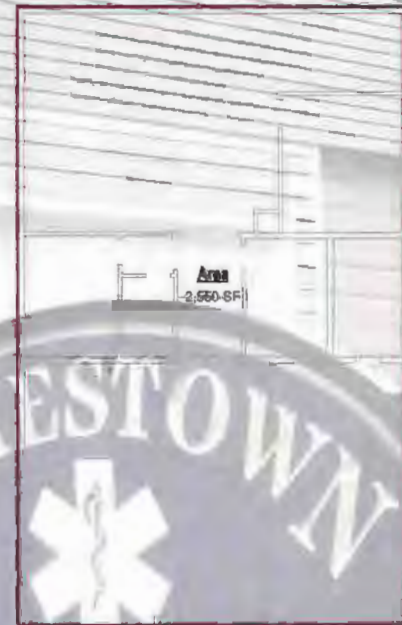
At grade entry area
At grade rear entrance/exit
All one-story building

PROS:

- More on-site parking
- One level for accessibility
- Short connection to ocean
- Durable building shell
- Good open floor plan with minimal interior bearing walls
- Town owned property
- Safer public access with adjacent municipal sidewalks and more on-site parking
- Building/Site allows for future expansion
 - ◊ Potential second floor adding as much as 2200 sf (would need structural assessment)
- Outside area for small function space

CONS:

- Need more openings for natural light
- Higher construction cost
- Smaller Sf building



GROSS AREA FLOOR PLAN

JAMESTOWN SENIOR CENTER

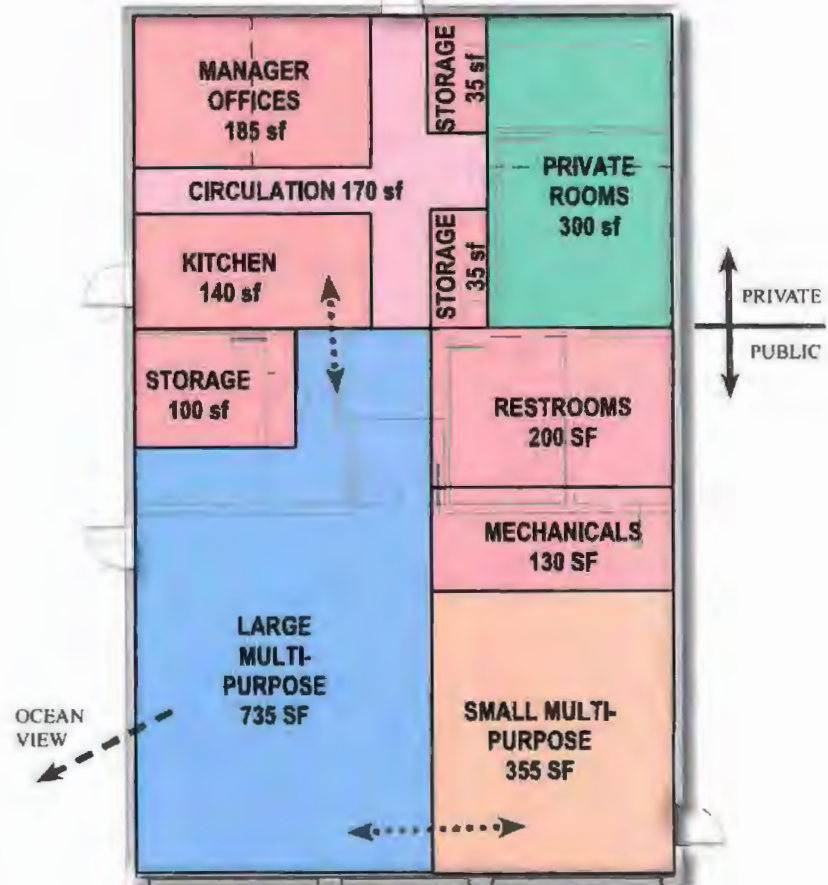
FEASIBILITY INFORMATION | DECEMBER, 2023

11 KNOWLES CT



11 Knowles Court		
Space	Sf	Type
Large Multi-purpose	735	Large Gathering
Small Multi-purpose	355	Moderate Gathering
Storage	100	Building Support
Restrooms	200	Building Support
Mechanical	130	Building Support
Kitchen	140	Building Support
Storage closet 1	35	Building Support
Storage closet 2	35	Building Support
Manager's Offices	185	Building Support
Private rooms	300	Private Programs
Circulation	170	Circulation

Total Large Gathering	735
Total Moderate Gathering	355
Total Private Program space	300
Total Building Support	825
Total Circulation	170
Total Functional space *	2215
* total spaces minus circulation	



PROPOSED PROGRAM DIAGRAM

JAMESTOWN SENIOR CENTER

FEASIBILITY INFORMATION | DECEMBER, 2023

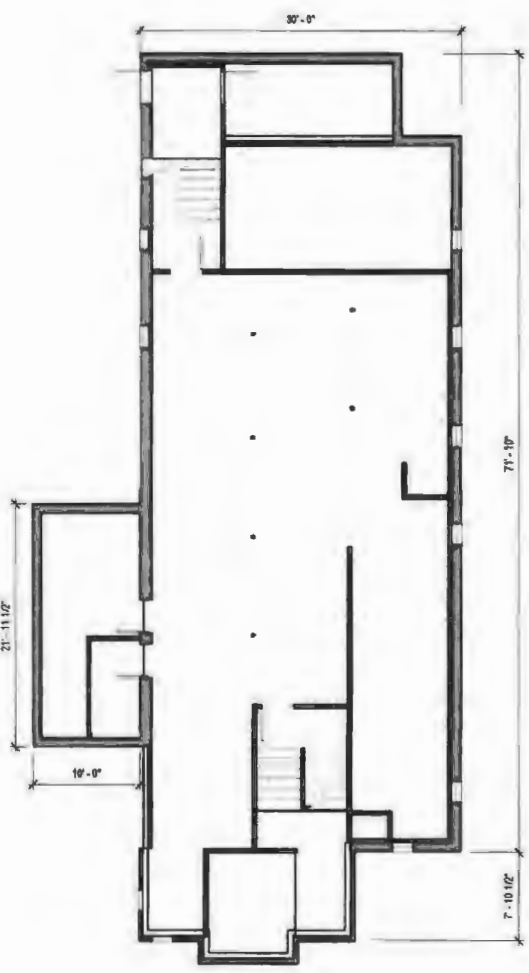
11 KNOWLES CT



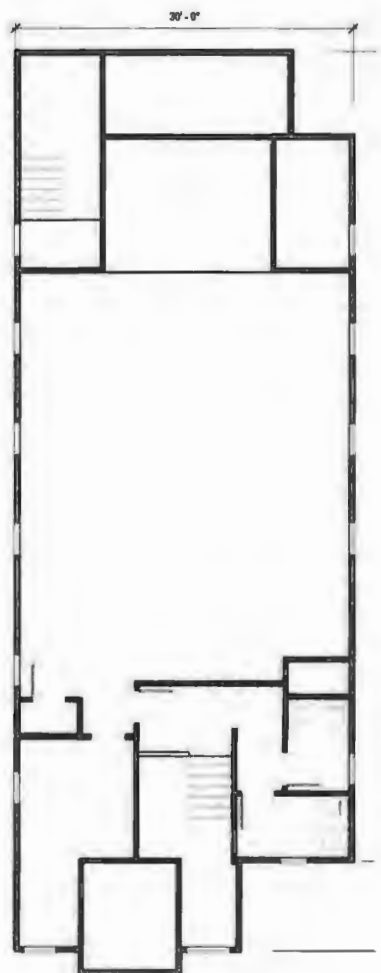
11 Knowles Ct	
High Level Cost Opinion	
Work Scope: Renovate existing structure to accommodate current senior center needs and program elements	
Task	Subtotal
Interior	
1 Selective demolition of existing walls and finishes	\$ 10,000
2 Rough carpentry	\$ 100,000
3 Finish carpentry	\$ 40,000
4 Doors and hardware	\$ 25,000
5 Painting	\$ 25,000
6 Drywall	\$ 40,000
7 Flooring	\$ 35,000
8 Electrical	\$ 60,000
9 Interior wall insulation	\$ 20,000
10 Mechanical - Electric ducted heat pump system w/ ducted ERV system (\$25/sf)	\$ 80,000
11 Add ducted ERV system to building for fresh air requirements	\$ 30,000
12 Concrete slab repairs for new layouts and plumbing	\$ 15,000
13 Fire suppression service	\$ 45,000
14 Upgrade fire alarm service	\$ 18,000
Exterior	
1 Roofing and continuous roof rigid insulation system	\$ 60,000
2 Rain screen, rigid insulation, and cedar shingle siding w/ manuf. Stone veneer base	\$ 100,000
3 Entry patio and canopy - Post & Beam, metal roof canopy, conc. patio	\$ 75,000
4 Windows - new openings, triple pane double hung	\$ 35,000
5 Doors - storefront at front, half light steel on side and rear	\$ 35,000
6 Exterior wall insulation (on interior face)	\$ 35,000
7 Gutters and downspouts	\$ 10,000
Site	
1 Entry walks	\$ 15,000
2 Electric service upgrade	\$ 75,000
3 Fire suppression water service	\$ 16,000
4 Slight regrading, sealcoating, and striping parking lot	\$ 25,000
5 Site solar lighting	\$ 15,000
6 Landscaping	\$ 20,000
7 Site sign	\$ 12,000
Total cost	\$ 1,051,000
Cost per sf (2550 SF)	\$ 412.16

THIS COST OPINION IS FOR CONSTRUCTION COSTS REQUIRED TO PROVIDE THE MINIMUM NEEDS FOR THE BUILDING USE. THIS EXCLUDES FURNISHING, FIXTURES, AND EQUIPMENT AS WELL AS ASSOCIATED SOFT COSTS.

THE ACTUAL CONSTRUCTION COST FOR THE PROJECT IN THE END SHOULD BE EXPECTED TO BE MORE LIKE \$450 TO \$500/SF WHICH IS A TOTAL OF \$1.2M TO \$1.4M WITH SOFT COSTS ADDED TO THAT



**EXISTING LOWER LEVEL
FLOOR PLAN LAYOUT**



**EXISTING UPPER LEVEL
FLOOR PLAN LAYOUT**



EXISTING SITE IMAGE

JAMESTOWN SENIOR CENTER

FEASIBILITY INFORMATION | DECEMBER, 2023

6 WEST STREET



Parking:

On-Site = 0
Street (within 250') = 25
(Additional parking with 500')
No handicap parking on site

Accessibility Notes:

Existing entry ramp into entrance
Existing Interior 2 stop elevator
Restrooms don't meet current codes
and require modifications

PROS:

- Existing established senior center
- Neighboring church with large off-street parking lot allowing use
- Has a fairly large commercial kitchen
- Is currently fully accessible, though difficult disjointed a bit
- Expected lower cost of construction

CONS:

- Multi-level creates disconnected uses
- Space adjacent to kitchen used as the cafeteria has multiple columns causing limited layout possibilities and feels like a basement space.
- Cafeteria area is only large enough for a moderate gathering area, and based on meal site occupancy should be a large gathering area size.
- Little to no private areas for needed private rooms
- No sizeable private office space for support staff
- Property ownership is in question

Note:

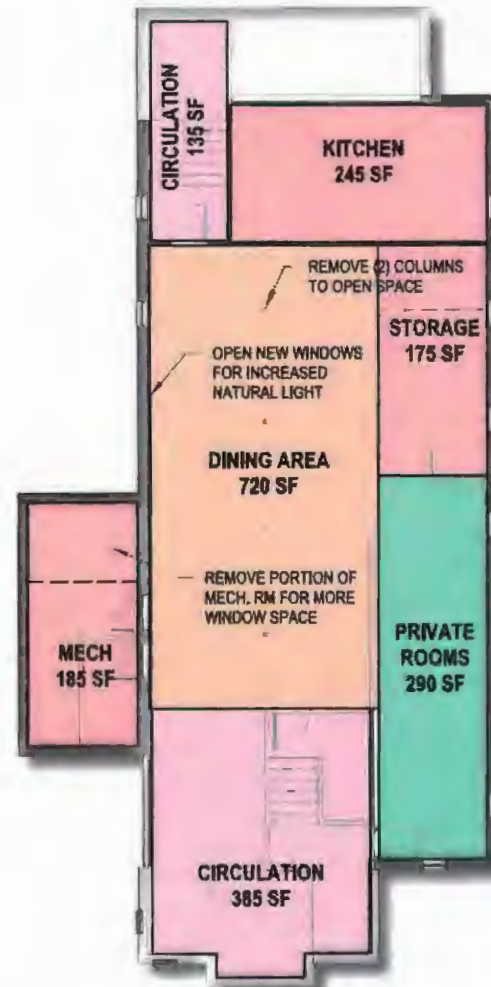
Because the property currently serves as the Senior Center, these noted renovations project would require a temporary center be established at another location for 18-24 months



GROSS AREA FLOOR PLANS

6 West St		
Space	Sf	Type
Main Open Hall	1065	Large Gathering
Office Space	250	Building Support
Storage	115	Building Support
Restrooms	100	Building Support
Rear stairs	135	Circulation
Front stairs and elevator	470	Circulation
Dining Area	720	Moderate Gathering
Kitchen	245	Building Support
Mechanical	185	Building Support
Storage	175	Building Support
Private Rooms	290	Private programs
Rear Stair	135	Circulation
Front stair and elevator	385	Circulation

Total Large Gathering	1065
Total Moderate Gathering	720
Total Private Program space	290
Total Building Support	1070
Total Circulation	1125
Total Functional space *	3145
* total spaces minus circulation	



PROPOSED LOWER LEVEL PROGRAM DIAGRAM



PROPOSED UPPER LEVEL PROGRAM DIAGRAM

JAMESTOWN SENIOR CENTER

FEASIBILITY INFORMATION | DECEMBER, 2023

6 WEST STREET



6 West St.		
High Level Cost Opinion		
Work Scope: Renovate existing structure to accommodate current senior center needs and program elements		
Task		Subtotal
Lower Level		
1	Remove 50% of columns and install supporting beams in lower level cafeteria area	\$ 70,000
2	Reduce mechanical addition to allow for more light into space (includes all work)	\$ 125,000
3	New finishes including flooring, ceiling, paint.	\$ 30,000
4	Revise mechanical distribution for updated layouts	\$ 15,000
5	Construct new private rooms, including selective demolition of exist walls	\$ 50,000
6	Update finishes within circulation spaces	\$ 22,500
7	Upgrade Mechanical systems in the building. Electric ducted heat pump system (\$25/sf)	\$ 120,000
8	Add ducted ERV system to building for fresh air requirements	\$ 50,000
9	Doors and hardware	\$ 15,000
10	Remove existing rotting raised floor structure	\$ 18,000
11	Provide new concrete slab w/ ADA compliant ramp section to elevator entrance	\$ 40,000
Upper Level		
1	Remove stage, construct office space	\$ 75,000
2	Enlarge restrooms for ADA accessibility	\$ 50,000
3	New finishes including flooring, ceiling, paint.	\$ 50,000
4	Update finishes within circulation spaces	\$ 25,000
5	Doors and hardware	\$ 15,000
Exterior		
1	Fix rear roof flashing leak	\$ 10,000
2	Minor water damage repairs to trim and siding	\$ 10,000
3	Increase electrical power for new mechanicals	\$ 40,000
Total cost		\$ 830,500
Cost per sf (4800 SF)		\$ 173.02

THIS COST OPINION IS FOR CONSTRUCTION COSTS REQUIRED TO PROVIDE THE MINIMUM NEEDS FOR THE BUILDING USE. THIS EXCLUDES FURNISHING, FIXTURES, AND EQUIPMENT AS WELL AS ASSOCIATED SOFT COSTS.

THE ACTUAL CONSTRUCTION COST FOR THE PROJECT IN THE END SHOULD BE EXPECTED TO BE MORE LIKE \$325/SF WHICH IS A TOTAL OF \$1.5M WITH SOFT COSTS ADDED TO THAT

Town of Jamestown

Town Administrator

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9805

Edward A. Mello
Town Administrator

MEMORANDUM TO: Honorable Town Council
FROM: Town Administrator, Edward A. Mello
DATE: December 15, 2023
SUBJECT: Fire Department Tax Abatement

In January of 2023, the Town Council authorized a resolution which requested the Rhode Island General Assembly to amend enabling legislation that would allow for fire and EMS members of the Jamestown Fire Department to receive a tax abatement up to \$2000.

The current abatement or cash in lieu of is \$700. Members must be in good standing in order to receive the tax abatement. The legislation was passed and require two further actions:

- The Town Council must revise the current ordinance.
- The electors of the town of Jamestown qualified to vote upon a proposition to impose a tax for the expenditure of money, must vote to accept this act.

Included is a draft ordinance revision for your consideration to be ordered for advertisement. The ordinance as revised:

- Defines previous life members as those retiring in good standing prior to July 1, 2023 and continues to be awarded the tax credit of \$700 annually.
- Clarifies that the abatement (tax credit) includes members of both fire and EMS.
- Defines eligibility based upon years of service and good standing.
- Defines a schedule of abatement (tax credit) based upon years of service.

1-9 years of completed service	\$1000
10-19 years of completed service	\$1500
20 years or more of completed service	\$2000
Life Member (July 1, 2023 or later)	\$2000
Life Member (June 30, 2023 or earlier)	\$700

The increase to the abatement will be reflected in two areas of the future budget(s). A direct tax credit to the member will result in a decrease in tax revenue. A payment in lieu of tax credit to the member will result in an increase expense to the operating budget of the fire department.

For the EMS division, the current estimated cost is \$26,000 in both categories (tax revenue and operating budget). The proposed increase will result in an estimated combined cost increase of \$19,900.

For the FIRE division, the current estimated cost is \$42,700 in both categories (tax revenue and operating budget). The proposed increase will result in a combined cost increase of \$26,400, for a total estimated cost increase of \$46,300 (67%) for both divisions.

Staff is recommending that if the tax abatement as presented is approved by the Town Council, that it be introduced over a two-year period.

For the period of July 1, 2023 through December 31, 2023, a member in good standing would receive a tax abatement (credit) or payment in lieu of on July 1, 2024 for 50% of the scheduled amount. For the 2024 calendar year and all years going forward, members in good standing would then receive the full-amount as eligible according the schedule.

**PUBLIC HEARING NOTICE
TOWN OF JAMESTOWN**

Notice is hereby given that the Town Council of the Town of Jamestown will conduct a public hearing on the ___ day of _____, 2024 at the Jamestown Town Hall, 93 Narragansett Avenue on the following proposed amendment to the Code of Ordinances regarding **Chapter 66 – Taxation and Finance**. Opportunity shall be given to all persons interested to be heard upon the matter at the public hearing. The following proposed ordinance amendment is under consideration and may be adopted and/or altered or amended prior to the close of the public hearing without further advertising, as a result of further study or because of the views expressed at the public hearing. Any alteration or amendment must be presented for comment in the course of the public hearing. The proposed amendment is available for review at the Town Clerk’s Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays and at www.Jamestownri.gov.

Section 1. The Town Council of the Town of Jamestown does hereby resolve that the Jamestown Code of Ordinances, **Chapter 66 – Taxation and Finance**, as the same may have been heretofore amended, is hereby amended by changing the text of the Chapter, as follows:

NOTE: words set as ~~strike through~~ are to be deleted from the ordinance; words underlined are to be added to the ordinance.

See Exhibit A, attached hereto and incorporated herein by reference. NOTE: amendments to the terms and conditions set forth at Exhibit A may be made based on comments received during the public hearing.

Section 2. The Town Clerk is hereby authorized to cause said changes to be made to Chapter 70 of the Town of Jamestown’s Code of Ordinances.

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

Ad Date(s): _____
Publication Source: Jamestown Press
Hearing Date: _____
Action: _____
Certified: _____

EXHIBIT A

Sec. 66-46. Gold Star parents' tax credit exemption.

- (a) The property of every person whose son or daughter has served with the Armed Forces of the United States of America and has lost his life as a result of his service with the Armed Forces of the United States of America, providing the death was determined to be in the line of duty, as designated in RIGL 44-3-5, shall be ~~exempted from taxation~~ eligible for a tax credit in the amount of \$5,000.00 as prescribed in section 66-90 of this chapter; provided, however, that there shall be but one exemption granted where both parents of the deceased son or daughter are living.
- (b) The tax credit exemption shall be applied in accordance with the provisions of applicable state law

Sec. 66-47. Veterans' tax credit exemption.

- (a) The property of each person who served in the military or naval service of the United States regardless of their qualified service dates , designated in G.L. 1956, § 44-3-4(a)1 or G.L. 1956, § 44-3-4 (a)2, and who was honorably discharged from the service, or who was discharged under conditions other than dishonorable, or who, if not discharged, served honorably, or of the unmarried widow or widower of that person, shall be eligible for a tax credit in the amount as prescribed in section 66-90 of this chapter ~~is exempted from taxation in the amount of \$5,000.00~~.
- (b) Any veteran of the United States armed services regardless of their qualified service dates, who is considered one hundred percent (100%) totally disabled through a service-connected disability and who was honorably discharged or who was discharged under conditions other than dishonorable, or to the unmarried widow or widower of that person, as designated in RIGL 44-3-4 (a)3, shall be eligible for an additional tax credit in the amount as prescribed in section 66-90 of this chapter.
- (c) An additional tax credit of \$500 may be applied to the real property of any veteran and the unmarried widow or widower of a deceased veteran of the military or naval service of the United States who is determined, under applicable federal law by the Veterans Administration of the United States, to be totally disable through service-connected disability and who, by reason of the disability, has received assistance in acquiring "specially adopted housing" under laws administered by the veterans' administration; provided, that the real estate is occupied as his or her domicile by the person; and, provided, that if the property is designed for occupancy by more than one family then only that value of so much of the house as is occupied by the person as his or her domicile is credited; and , provided, that satisfactory evidence of receipt of the assistance is furnished to the assessor. As designated in RIGL 44-3-4 (b)(10), shall be eligible for a tax credit in the amount as prescribed in section 66-90 of this chapter

- (d) Any veteran of military or naval service of the United States or the unmarried widow or widower of the person who has been or shall be classified as, or determined to be, a prisoner of war by the Veterans' Administration of the United States, as designated in RIGL 44-3-4 (e)(5), shall be eligible for an additional tax credit in the amount as prescribed in section 66-90 of this chapter.
- (e) The tax credit exemption shall be applied to the property in accordance with the provisions of applicable state law.

Sec. 66-86. Definitions.

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

Due evidence means no ~~abatement from taxation of property tax credit~~, as provided in this division, shall be allowed, except upon written application therefore, which application shall be on a form prescribed by the assessor and received by the tax assessor prior to March 15 of each tax year. The assessor may, at any time, inquire into the right of the claimant to an ~~abatement tax credit~~ under this division or any continuance of the ~~abatement~~ tax credit and, for that purpose, he/she may require the filing of a new application or the submission of such proof as he/she shall deem necessary to determine the right of the claimant to an ~~abatement~~ tax credit in the original instance or any continuance of the ~~abatement~~ tax credit.

Life member means a member of the town fire department who has achieved life membership status, ~~as such status is defined in the rules and regulations of the fire department by completing twenty-five (25) years of service in good standing~~ and who has reached the age of 55 years. ~~Should a member die before reaching their 55th birth date, and is otherwise qualified as a life member, their spouse shall commence receipt of the tax abatement in the year the life member would have attained the age of 55 years.~~

Sec. 66-87. Abatement Tax Credit.

The town council grants to every fire and/or EMS member of the Jamestown fire department, and to the surviving spouse of any deceased life member of the same who satisfies the eligibility qualifications stipulated in the incentive policies adopted by the town and the fire department, which said policies shall be reviewed and approved by the town council annually, a tax ~~abatement credit~~, on proper claim being made thereof, commencing in the year of adoption hereof, in accordance with Section 66-90 of this division ~~the amount of \$700.00~~. Such ~~abatement tax credit~~ shall be in addition to any other abatement or pay incentive to which said person shall be entitled. Provided, however, that such ~~abatement tax credit~~ shall not be allowed in favor of any person unless he or she shall have been certified by the fire department, in accordance with, established policies, rules and regulations of said organization for the year for which the ~~abatement tax credit~~ is claimed, together with due evidence that he or she is so entitled to such ~~abatement tax credit~~. In the event that a person does not own property within the town of Jamestown or is unable to take advantage of said tax ~~abatement credit~~ for any reason, the cash equivalent shall be paid up to the amount earned.

Sec. 66-88. Eligibility.

- (a) ~~To qualify for a tax abatement the member or spouse of a deceased member must own one or more taxable real estate or other property within the town as of the date of assessment for the year for which the abatement is claimed. In the event that a person does not own property within the town of Jamestown or is unable to take advantage of said tax abatement for any reason, the cash equivalent shall be paid up to the amount earned.~~
- (a) ~~(b)~~ For a member to qualify for an abatement tax credit under this division, he or she must be certified to be a member in good standing, as defined in the policies, rules and regulations of the fire department.
- (b) ~~(c)~~ The spouse of any qualified member who has not yet reached life member status and who became deceased is qualified to receive the tax credit for that qualifying year only.
- (c) A life member as defined in this section as having served twenty-five (25) of service in good standing and after reaching the age of 55. A life member shall be entitled to an abatement tax credit under this division if he or she has been entitled to an abatement tax credit under this division for 13 years or he receives an abatement tax credit under this division for not less than one-half of the years remaining between the date life membership status is acquired and the effective date of the ordinance from which this division is derived, or he has achieved life membership status as of the effective date of the ordinance from which this division is derived.
- (d) The spouse of a member who has died before reaching their 55th birth date, and had previously completed twenty-five (25) years of service in good standing shall commence receipt of the tax credit in the year in which the member would have attained the age of 55 years. This spousal tax credit shall terminate upon re-marriage or death.
- (e) ~~(d)~~ Notwithstanding any language to the contrary, any retired life member who retired on or prior to June 30, 2023, currently receiving a tax abatement credit or cash equivalent in the amount of \$700 shall continue to be eligible.

Sec. 66-89. Administration.

- (a) The town council shall appoint a compensation committee for the fire department. The committee shall consist of five persons, three of whom shall be members of the fire department and two persons who are not members. Each member shall serve for a three-year term.
- (b) Members shall be appointed for overlapping three-year terms so that no more than two membership terms will expire each year. In the event of resignation during a term, the town council shall appoint a new member to fill the unexpired portion of the term. It shall be the duty of such committees to make annual recommendations to the tax assessor regarding the eligibility for an abatement tax credit under this division of each member. Pursuant thereto, such committees shall promulgate rules and regulations for the maintenance and safekeeping of such attendance records as are reasonably calculated to provide suitable evidence of eligibility under this division.
- (c) The town council may review and approve the rules, regulations and policies of the fire department annually for compliance with the terms and provisions of these sections.

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Sec 66-90 TAX EXEMPT SCHEDULE

The following tax exemption shall be available as defined in this chapter:

Gold Star Parent (s)	Section 66-46	\$300
Veteran	Section 66-47	\$250
Widow/widower of Veteran	Section 66-47	\$250
100% Disabled Veteran	Section 66-47	\$500
Widow/widower 100% Disabled Veteran	Section 66-47	\$500
Veteran specially adopted housing	Section 66-47	\$500
Prisoner of War	Section 66-47	\$500
Visually Impaired	Section 66-48	\$125
Fire Department Members	Section 66-88	
1-9 years of completed service		\$1000
10-19 years of completed service		\$1500
20 years or more of completed service		\$2000
Life Member (July 1, 2023 or later)		\$2000
Life Member (June 30, 2023 or earlier)		\$700

January 30, 2024

Town of Jamestown Tax Relief Ad Hoc Committee Report to the Town Council

The Tax Relief Ad Hoc Committee consisting of seven (7) voting members: Erik Brine, JD Coleman, David Dolce, Michelle Estephan-Owen, Robert Raymond, Edward Ross, Beth Smith; and one (1) non-voting ex-officio member: Christine Brochu was charged by the Council with seeking opportunities to encourage year-round residency and make Jamestown more affordable for both property owners and renters alike. The committee was directed to review current commercial and residential property taxes, including owner-occupied, short-term and long-term rental properties and identify strategies employed by other local governments to incentivize year-round residency and affordability such as tax exemptions and incentives. Upon completion, the committee should present recommendations to the Town Council which may include new or amended ordinances; qualifying exemptions and incentives; tax relief tiers; defined qualification requirements; and/or suggested public education and outreach strategies.

The committee met ten times between September 20th 2023 and January 30th 2024 in order to develop recommendations that could be acted upon by the Council and the Rhode Island State Legislature in the 2024 legislative cycle. This report intends to outline those recommendations agreed upon by the committee.

From the onset of discussions, the members of the Tax Committee agreed that it was important to first agree on the goals and priorities of the committee in order to develop a framework in which tax strategies and policy recommendations could be made.

Goals and Priorities of the Tax Committee

- 1 – Make Jamestown more affordable for primary residents
- 2 – Create opportunities to meet town budgetary objectives while minimizing impact on Jamestown residents
- 3 – Protect and/or support Jamestown businesses
- 4 – Keep taxes low for elderly and need-based populations on fixed budgets
- 5 – Make Jamestown more affordable for town employees whose salaries have not risen commensurate with property values and who the community depends on
- 6 – Incentivize long-term rentals

To that end, the committee has developed a list of recommendations for the Jamestown Council that we believe support these goals and priorities. We recognize that some of these recommendations could have significant impact on revenue generation and some may not have significant fiscal implications but are policy positions that we believe represent the values of our town.

Recommendations

- 1- Update Current Exemptions

- a. **Veterans Exemptions (table below)** – The current veteran’s exemptions are credits and not currently tied to any index, so they are static and in reality, worth less every year due inflation, until specifically voted on, and in most case sent to the State Legislature to change. The committee recommends instead tying these exemptions to an index, such as the Consumer Price Index (CPI) to ensure that these credits increase annually commensurate with the general rise in costs. The committee believes that most current credits are in-line with other Rhode Island cities and towns however, the value of the Gold Star Parent and Prisoner of War credit seem low compared to the other veteran exemptions. The committee recommends that these credits should be raised dramatically to represent the tremendous sacrifice by those eligible. This change will have extremely low to no budget impact, but we feel will fall more in line with Jamestown values.

	Real Estate	Motor Vehicle
Regular Exemption	\$250 Credit	N/A
Unmarried Widow/Widower	\$250 Credit	N/A
Totally Disabled/Service Connected	\$500 Credit	N/A
Partially Disabled Service Connected	None	N/A
Gold Star Parent	\$300 Credit	N/A
Prisoner of War	\$500 Credit	N/A
Specially Adapted Housing	\$500 Credit	N/A

- b. **Senior Exemptions (table below)** – The income based senior exemptions are tied to published poverty income rates, which is helpful because it allows for those income requirements to change year to year. The qualifying incomes are capped at 220% of the poverty level which means that at income levels above \$29,898 for an individual or \$40,282 a family of more than one individual (in 2022 dollars as shown in the table) exemptions are fully phased out. The committee recommends that the Council consider shifting each of the categories to a higher percentage of poverty level to commensurately increase the income level caps.

Type of Program	Amount of Exemption or Tax Credit	Household Income Requirements	Age	Residency/ Occupancy Requirement	Length of Ownership Requirement
Income Based Exemption	61% to 100% of assessed value	1 resident-\$13,590 or less	65+	5 Years	5 Years
		More than 1 resident-\$18,310 or less			
Income Based Exemption	60% of assessed value	1 resident-\$13,591 to \$19,026	65+	5 Years	5 Years
		1+ residents-\$18,311 to \$25,634			
Income Based Exemption	50% of assessed value	1 resident-\$19,027 to \$21,744	65+	5 Years	5 Years
		1+ residents-\$25,635 to \$29,296			
Income Based Exemption	40% of assessed value	1 resident-\$21,745 to \$24,462	65+	5 Years	5 Years
		1+ residents-\$29,297 to \$32,958			
Income Based Exemption	30% of assessed value	1 resident-\$24,463 to \$27,180	65+	5 Years	5 Years
		1+ residents-\$32,959 to \$36,620			
Income Based Exemption	20% of assessed value	1 resident-\$27,181 to \$29,898	65+	5 Years	5 Years
		1+ residents-\$36,621 to \$40,282			
Disability Based Exemption	\$10,000 to \$25,000	Less than \$25,000	No Age	2 Years	2 Years

- c. Disability Based Exemption (table above) – The Disability Based exemption correctly is not tied to an age but is also not tied to any index and therefore is not updated regularly. The committee recommends changing the Disability exemption to match the Senior exemption and tie it to the same income-based exemption. This entire table would then apply to those who are 65+ and/or disabled.
- d. Firefighters Exemption – The Committee recognizes that the town just updated the tax exemption for firefighter and commends the Council for doing so. Jamestown is very lucky to have a superb group of volunteer firefighters, and which not only helps keep the town safe but also keeps our taxes significantly lower than they would be if Jamestown had to fund a full-time firefighting organization.

2- Add New Exemptions

a. **Town Employee Exemption** – The Committee recognized that there are a diminishing number of Jamestown employees, including police officers, public works, and teachers who also live in our community due to the rapidly rising costs of housing in Jamestown and pay increases not keeping pace with inflation. We also believe there are real benefits to people who work in our community being able to live in our community. The Committee recommends considering an exemption in the form of a credit, similar to the firefighter exemption, for all full-time Jamestown employees. We believe this will help the town recruit and retain talent, show our town employees that they are appreciated, and make them more accessible to the community they serve.

b. **Homestead Exemption** – Homestead exemptions have become very popular especially in communities that are vacation destinations and have a large non-resident population. An estimate created by cross referencing property tax rolls with voter registration rolls show that of the approximately 2,700 residences in Jamestown, nearly 50% of them are owned by non-residents. These exemptions provide an opportunity to keep taxes low for residents while leveraging the popularity of their communities for vacation goers and multiple-home owners to provide the necessary funding to maintain the infrastructure and management of the town. The Committee recommends that the Council adopt a homestead exemption as 12 other Rhode Island Communities have. (RI municipalities that offer a homestead exemption are Central Falls, East Providence, Johnston, Lincoln, Middletown, Narragansett, Newport, North Kingstown, North Providence, Providence, West Greenwich, and Woonsocket) Homestead exemptions can be instituted in a variety of way and can become both complicated to understand and onerous for the town to oversee. With that in mind the Committee recommends the Council consider two possible options.

(1) Provide a flat percentage of home value as an exemption for all residents. *Example – If a home is assessed at \$500,000 and the exemption rate is 20%, the resident homeowner would have the first \$100,000 of their home value exempted from their property tax bill therefore resetting their property assessed value at \$400,000. If a resident's home is worth \$1,200,000 the property assessed value would be decreased by \$240,000 to \$960,000. This could be capped at a certain level (for example the median home value) to ensure the amount of tax savings is not dramatically skewed by outliers with extremely high-valued homes.*

or

(2) Provide all residents a flat exempted amount off the value of their homes. *Example - If a home is assessed at \$500,000 and the exemption amount is \$200,000 the resident homeowner would have the first \$200,000 of their home value exempted from their*

property tax bill therefore resetting their property assessed value at \$300,000. If a resident's home is worth \$1,200,000 the property tax value would be decreased by \$200,000 to \$1,000,000. If this option is chosen, the Committee recommends that the Council ties the amount of the exemption to the change in median home valuation made during every revaluation assessment.

And

- (3) In order to incentivize long-term rentals and increase the availability of full-time housing options in Jamestown, the Committee recommends that the Council offer the Homestead Exemption to non-residents who provide a current 12-month lease on an annual basis.

3- Tax Stabilization Program

The Committee recommends the Council consider a Tax Stabilization Program to allow residents on fixed income to defer taxes that are more than 5% of their income. Taxes deferred are held, as a receivable, by the town until a triggering event occurs (sale of property, deceased etc.) which requires a full payment of deferred taxes. Amounts deferred can be charged interest and are accounted for in the Tax Collection Office. Applicants file on a yearly basis as this deferral is based on household income that can fluctuate year to year. North Smithfield has such a program that has benefited many older low-income property owners.

4- Reverse Mortgage Options

The Committee considered town-sponsored reverse mortgage options to allow aging residents on a fixed income to stay in their homes as tax rates rise. Since a similar program is being pursued through affordable housing policy, the Committee did not want to interrupt that progress and commends the Council for supporting such efforts.

5- Ensure Exemptions are Stackable

The Committee recommends that eligibility for any exemption should not eliminate the eligibility for another, especially for those that are need-based. *For Example, residents may be eligible for a Homestead Exemption, a Firefighter credit and an age-based senior exemption.*

- 6- The Committee recommends that the Council does not make any changes to commercial properties or businesses in Jamestown. Commercial property tax makes up a fairly small part of tax revenue in Jamestown and the Committee believes it is more important for Jamestown to keep the businesses that are here, especially those that stay open year-round, in town, rather than chase them off with higher taxes.

- 7- Seek greater revenue from fees and leasing of town properties and facilities.

While the committee recognizes that revenue generation from fees and leases may fall outside the charge of this committee, we did discuss it as it directly relates to the need for the town to primarily rely on property taxes for funding. The Committee therefore makes the following recommendations that pertain revenue creation that can offset or supplement revenue from taxes.

- a. Property leases – Avoid long leases with one-sided renewal options that prevent the town from receiving competitive rent for high-value properties. *For Example - golf course, harbors, pier/dock access to commercial operations.*
- b. Facility Use – The Committee commends the Council’s recent increase in rates at Fort Getty at a rate higher than in years past but urges it to continue to look at raising rates especially for non-residents to those similar in surrounding similar communities.
- c. Parking – The Committee recommends that the Council consider instituting online/ap-based paid parking throughout commercial and recreational areas in town both to limit parking congestion by non-residents and bring in revenue for the town. Rather than selling summer beach parking passes to residents the Committee recommends selling annual town parking passes that allow residents to park without additional cost in all commercial and recreational areas in town, all year round. Additionally, the town should increase the cost of beach parking for non-passholders to be commensurate to beach parking prices in Narragansett and Newport.
- d. The Committee recommends that the Council publish the balances of all other funds outside the general fund, which only appear in the town’s audit report, in the annual budget documents for greater transparency and public education of the town’s financial position. *(Example – Golf Course Fund, Harbor Management Fund, etc.)*

The Tax Relief Ad Hoc Committee strongly believes that Jamestown’s tax policies and exemptions are not only a necessary tool to provide resources to maintain and manage the town, but also a means to incentivize or influence desired behavior or outcomes in the community. We believe that the slate of recommendations provided does just that while meeting the goals and priorities for our community laid out at the beginning of this report. While the charge of the Committee is complete, we stand ready to answer your questions and support you as you move to the next phase of implementation of any or all of these recommendations.

The Jamestown Ad Hoc Tax Relief Committee - Erik Brine, JD Coleman, David Dolce, Michelle Estephan-Owen, Robert Raymond, Edward Ross, Beth Smith

Jamestown's Affordable Housing Preservation Program**1/11/24**

This program seeks to transform existing homes in Jamestown into affordable properties by enabling the town of Jamestown to purchase the land upon which existing homes in Jamestown are located. Payments for the land will be made over time, not to exceed 20 years. Existing residents are encouraged to stay in their homes as they age or raise families. They will continue to pay taxes on the home itself and will maintain their use of the land through a ground lease with the town or its designee. The land remains owned by the town in perpetuity, guaranteeing these properties to remain affordable. Among the features of this program:

- The purchase amount for the land will be determined by agreement with the owner of an amount that considers the fair market appraisal for the land (land only) and the assessed value as determined by the Tax Assessor.
- The purchase amount will be paid by the town to the seller over a term of no more than 20 years at no more than \$25000 per year. It will be paid to the seller or their heirs over the full term regardless of whether the owner remains in the house, leaves it to their heirs or sells the property.
- Upon the closing, the land will be owned by the Town of Jamestown or a Community Housing Land Trust for perpetuity. This is similar to the methodology of Church Community Housing in Newport.
- The existing homeowners may remain in the home and will engage in a ground lease with the town, land trust or its representative, for the continued use and maintenance of the land. This is similar to the methodology of Church Community Housing in Newport.
- The homeowners may leave the house (with its relationship to the town) to their heirs. The ground lease will continue. Neither the current homeowners with whom the town has made this relationship nor their heirs must fulfill the criteria of "affordable" as determined by RI Housing. (see chart below)
- The current homeowners or their heirs who live in the house may sell the house/improvements but such a sale must comply with the following terms: the house and the right to a ground lease is to be sold for the lesser of an appraised fair market value or the assessed value (as determined by Jamestown's Tax Assessor) of the house/improvements only. The town's ownership of the land will continue into perpetuity. Buyers of an Affordable Housing Preservation program property must have an income less than or equal to 100% of the median income as determined by Rhode Island Housing. The ground lease will continue as will the town's ownership of the land.

Applicants can pick up applications at Jamestown's Planning Office. Applicants should provide the address and proof of ownership of a residential property in Jamestown. The program will be administered by Church Community Housing under the auspices of the Town Planner, the Affordable Housing Committee and the Town Council.

Approved applications will be limited to a maximum of four per year, unless, due to the interest in and support of the program by the community, the town council votes to increase the financial support dedicated to this effort.

Criteria for Acceptance into Jamestown's Affordable Housing Preservation Program

Preference will be given to applicants who themselves satisfy RI income limits for Low and Moderate Income Households. Preference will first be given to applicants at 80% or below, then 100%, then 120%, then on a sliding scale upward to those whose income is greater than 120% of median income as described in the chart by RI Housing below.

Providence--Fall River, RI-MA HMFA 2023								
MUNICIPALITIES: Barrington, Bristol, Burrillville, Central Falls, Charlestown, Coventry, Cranston, Cumberland, East Greenwich, East Providence, Exeter, Foster, Gloucester, Jamestown, Johnston, Lincoln, Little Compton, Narragansett, North Kingstown, North Providence, North Smithfield, Pawtucket, Providence, Richmond, Scituate, Smithfield, South Kingstown, Tiverton, Warren, Warwick, West Greenwich, West Warwick, Woonsocket								
	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
30%	\$21,500	\$24,600	\$27,650	\$30,700	\$35,140	\$40,280	\$45,420	\$50,560
50%	\$35,850	\$41,000	\$46,100	\$51,200	\$55,300	\$59,400	\$63,500	\$67,600
60%	\$43,020	\$49,200	\$55,320	\$61,440	\$66,360	\$71,280	\$76,200	\$81,120
80%	\$57,350	\$65,550	\$73,750	\$81,900	\$88,500	\$95,050	\$101,600	\$108,150
100%	\$74,200	\$84,800	\$95,400	\$106,000	\$114,500	\$122,950	\$131,450	\$139,900
115%	\$82,460	\$94,300	\$106,030	\$117,760	\$127,190	\$136,620	\$146,050	\$155,480
120%	\$86,040	\$98,400	\$110,640	\$122,880	\$132,720	\$142,560	\$152,400	\$162,240

- Preference may be given to less expensive properties.
- Preference may be given to properties near services and amenities such as the market, library, post office, a bus line.
- Preference may be given to properties that are mortgage free or if still under a mortgage, where that mortgage is sufficiently small that it may be absorbed in the agreement or where the house exhibits sufficient equity that the mortgage can be renegotiated or maintained.
- Preference may be given to properties in which the lot is potentially subdividable for additional affordable housing

Application Process Applicants should submit a preliminary application by October 15. This will include

- a signed application form
- a provision that allows access to the property by the town or its designee
- documentation of the property and its ownership including the deed, mortgage(s), a registered survey, if available.

Since preference will be given to those applicants who satisfy RI income limits for low and moderate housing, applicants are encouraged to provide information regarding their income. Such information would include:

- Three years of Federal tax returns including W2 and attached schedules
- Verification of sources of income including (as relevant) Most recent pay stub (if income varies please submit last three months,) Social Security, Social Security Disability, pension
- A copy of Savings account statement for all accounts
- A copy of most recent statement from all other assets (IRA,)

(This financial information will remain confidential and is not part of the public record. The address of the property and confirmation that the applicant satisfies the income limits will be part of the public record.)

Applications will be reviewed by the town official entrusted with this task or its designee for completeness and prioritized as per the criteria above and assessed for approval. If the assessed applications number more than four, they will be anonymized (names and addresses removed) and submitted to the Town's Affordable Housing Committee by January 10 or in time to be on that Committee's agenda for its January meeting for review. After review, the Affordable Housing Committee will then submit four finalists to the Town Council for funding. The Affordable Housing Committee reserves the right to not recommend a project or any projects based on the information about the properties and income.



Affordable Housing Committee MEMORANDUM

TO: The Honorable Town Council, Nancy Beye, President
Edward A. Mello, Town Administrator
FROM: Bob Plain, Chair, Jamestown Affordable Housing Committee
RE: Budget Request – Funding Mechanisms for Affordable Housing
DATE: January 3, 2024

The lack of local affordable housing and fast-evaporating economic diversity in Jamestown is an emergency situation for our community.

As an island, affordable housing and economic diversity are critical resiliency and sustainability issues for Jamestown. Our ability to maintain volunteer fire and EMS services is in danger because of our lack of housing diversity and affordability. If something were to happen to the bridges, we would not be able to educate our children, police our streets, or even plow our snow. Our dearth of diverse housing options has the very real potential of putting Jamestowners in jeopardy.

As such, the Affordable Housing Committee strongly believes the time is right to make an important investment in preserving economic diversity in Jamestown. This Town Council and others have helped by making annual investments of \$100,000, on average, into our Affordable Housing Trust Fund each year. The need has become so severe that Jamestown must now take bold action. We urge the Town Council to take the following immediate actions to begin to address this issue:

- 1) Propose and pass a \$3 million bond earmarked for affordable housing in FY 24-25.
- 2) Increase the yearly allocation to the Affordable Housing Trust Fund to \$225,000.

This investment is necessary in many important ways. It would serve as seed money for the newly-created Affordable Housing Preservation Program, which will help existing Jamestowners of modest means resist the market forces enticing them to sell their property to the highest bidder. It could be used to help build workforce housing for town employees. It could be used to create a housing component to a new senior center, as other communities such as Portsmouth, are doing. The options and needs are myriad, but without financial resources we can't move forward on any of them.

Because of Jamestown's strong bond rating and strong state real estate transfer tax, we think this is a very cost-effective long-term strategy. Jamestown has borrowed more than twice as much to preserve open space. Both open space and housing diversity are critical pieces of the puzzle that will make Jamestown special. It is time for Jamestown to make the same kind of investment in economic diversity that we have made in open space. This combination will ensure that we are able to keep our longtime residents, ensuring generational continuity and guarantee that Jamestown remains the best place to live in Rhode Island long into the future.

Most sincerely,
The Jamestown Affordable Housing Committee

Memo

To: Town Council
From: Ray DeFalco; Parks and Recreation Director
cc: Ed Mello; Town Administrator, Roberta Fagan; Town Clerk
Date: 2/8/2024
Re: Budget Overview for Fireworks Event on July 7th

As we are finalizing the plans for our event scheduled around the 4th of July celebrations, we have identified Sunday, July 7th, as our primary date, with a contingency plan for a rain date on Monday, July 8th.

Below is a brief outline of the anticipated costs associated with hosting the event:

Fireworks: \$16,500

Barge Rental: \$10,000'

Live Band Performance: \$500

Portable Restrooms: \$475

Total Estimated Cost: \$27,475

These funds are traditionally raised by donations from private donors.

Memo

To: Town Council

From: Ray DeFalco; Parks and Recreation Director

cc: Ed Mello; Town Administrator

Date: 2/14/2024

Re: Fort Getty RV Sites 2024

I am writing to propose a temporary allocation plan for the currently vacant RV sites at Fort Getty Park. As of now, we have 11 open RV sites available for the upcoming 2024 season. Given the ongoing discussions regarding the future development and utilization of Fort Getty Park, I recommend that we offer these sites on a one-season-only basis, drawing from our existing waitlist. This approach is designed to maintain current revenue and maximize flexibility in our planning and decision-making processes for the future of Fort Getty.

11 Sites X \$6,250.00 (non-resident Seasonal Fee) = \$68,750.00 projected revenue

I respectfully request the Council's consideration of this proposal and welcome any discussion or suggestions regarding its implementation.



OPEN SITES

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Jamestown Arts Center

February 1, 2024

Executive Director

Christine Cocca

Dear Mr. Mello

Board of Directors

Didi Suydam, Chair

Jody Saarmaa, Vice Chair

Susan Hackman, Treasurer

Kate Barber, Secretary

Erica Connolly

Bob Dilworth

Diane Harrison

Courtney Hunter

Mary Hall Keen

Kara McCarney

Devi Ross

Marie Samuels

The Jamestown Arts Center requests to partner again with the Town of Jamestown during the summer season 2024 to exhibit temporary artworks on town property, as follows:

The JAC would like to exhibit one (1) artwork at the East Ferry Christmas tree location. Proposals will be solicited for artwork to sit where the Christmas tree sits within the garden. Artworks will be limited to 12' high. The JAC will pay the selected artist an honorarium for the loan of the work, will arrange and pay for all installation and removal requirements, and will provide liability insurance for the duration of the exhibition within which the Town of Jamestown is additionally named as insured. Exhibition period is anticipated to be early June through late October 2024.

Format would be similar to 2022's "Outdoor Arts Experience," but this time JAC will invite at least ten artists to submit proposals for the "Christmas tree" location. For all projects, proposals will first be screened by JAC and town staff for feasibility. Then, following public art best practices, finalists will be selected by a committee consisting of members of the Jamestown and artistic communities. As before, final selections for exhibitions will be presented to the Town Council as a consent item prior to installation.

Please let me know what the next steps are and if you need any more information.

Thank you for your time.
Best regards,

Karen Conway
Exhibitions Director

TOWN COUNCIL MEETING MINUTES
Monday, February 5, 2024
5:30 P.M.

A motion was made by Vice President Meagher to move into Executive Session with a second by Councilor M. White. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

I. EXECUTIVE SESSION

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

- A) Review, Discussion, and/or Action and/or Vote in Executive Session and/or open session pursuant to RIGL § 42-46-5(a) Subsection (5) Acquisition or lease of real property.

A motion was made by Vice President Meagher to seal the minutes and adjourn from Executive Session with a second by Councilor M. White. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

It was announced that one vote was taken.

A motion was made by Vice President Meagher with a second by Councilor Brine to enable Town staff and the Town Solicitor to take the necessary actions needed to accept the donation of 6 West Street. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

II. ROLL CALL

A regular meeting of the Jamestown Town Council was held on February 5, 2024. Town Council Members present were as follows: Nancy A. Beye, Mary Meagher, Michael G. White, Randy White, and Erik Brine.

Also, in attendance: Town Administrator Edward A. Mello, Solicitor Peter Ruggiero, Chief Jamie Campbell, Town Planner Lisa Bryer, 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 6:05 p.m. in the Jamestown Town Hall Rosamond A. Tefft Council Chambers at 93 Narragansett Avenue and led the Pledge of Allegiance.

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

- A) Presentations:
 - 1) Senator Dawn Euer and Representative Alex Finkelman: 2024 General Assembly Legislative Priorities.

Senator Euer and Representative Finkelman reviewed their 2024 General Assembly Legislative priorities and specific impacts and initiatives relative to the Town of Jamestown. Topics discussed

ranged from nursing home transparency, lead paint prevention, regulating short-term rentals, water supply legislation, infrastructure needs related to climate change; and municipal resiliency.

Bob Plain, Calvert Place, a member of the Jamestown Affordable Housing Committee, stated the AHC has discussed the possibility of new impact fees on high-end development(s). Senator Euer commented a Community Impact fee legislation has been introduced. The fee would be assessed to the Short-Term Rental market and could support Affordable Housing initiatives.

Stuart Ross, 1026 E. Shore Road, commented appointments to the CRMC should be a priority. The Great Creek proposed bridge could qualify for funding through the 2022 Inflation Reduction Act.

- 2) Jamestown Community Farm letter, report, and presentation on the Jamestown Community Farm Financial Terms for Purchase of the Ceppi Property.

Bob Sutton, chair of the Jamestown Community Farm made a presentation to the Town Council (attached). An agreement was signed in December between the Jamestown Community Farm and Peter Ceppi, for the purchase of 15 of the 17 acres, which will span 15 years. The details of the agreement were reviewed. The parties have agreed to also file a Memorandum of Understanding in Jamestown Land Evidence memorializing the purchase and sale of the property.

- B) Resolutions and Proclamations: Review, Discussion, and/or Action and/or Vote:
 - 1) Resolution 2024-05, A Resolution in Support of Amendments to Rhode Island League of Cities and Towns 2024 Legislative Priorities

Councilor M. White read the Resolution 2024-05.

A motion was made by Councilor M. White with a second by Vice President Meagher to approve Resolution 2024-05 in Support of Amendments to Rhode Island League of Cities and Towns 2024 Legislative Priorities. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

Councilor M. White read the Resolution 2024-06.

- 2) Resolution 2024-06: Formation of the Jamestown 250th Commission.

A motion was made by Councilor M. White with a second by Vice President Meagher to approve Resolution 2024-06: Formation of the Jamestown 250th Commission. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

V. OPEN FORUM

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

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) No items at this time.

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) Town Administrator's Report: Edward A. Mello

1) Library reopening update.

The temporary library location at the golf course has closed. Library staff continue to work to prepare for the opening of the facility on North Road. Sub-contractor delays related to internet access, heating, and fire suppression have contributed to the postponement of the library reopening. A mid to late February opening is anticipated.

Once the golf course function room has been cleaned and painted, the recreation department will manage the use of the space, according to the approved use policy.

2) Municipal Resilience Grant Program application for South Pond Dam.

Town Planner Bryer and Public Works Director Gray submitted a \$1 million grant application through the RI Infrastructure Bank to fund the remainder of the work to be completed at the South Pond dam. Unfortunately, the grant was not awarded. Staff will assess other funding options and possible reapplication to complete the project.

3) Tax Abatement (Credits) Proposed Ordinance Amendment and Public Hearing (new business).

A request for the Town Council to consider a revised ordinance to support the increase of the tax abatements currently offered to members of the fire department. This would also include a transition plan. Subject to Council approval, an enabling Resolution and public hearing will be prepared. A memorandum and draft ordinance have been included in the packet. (new business)

4) Broadband Project update.

As previously approved by the Town Council, the Town of Jamestown has engaged Mission Broadband in partnership with the Greater Newport Chamber of Commerce to analyze broadband services available to Jamestown residents and businesses. The report will enable the Town and developers to explore additional funding opportunities. A plan for public participation is in development.

5) Ft. Getty Seasonal Camper Renewal February 1st deadline.

The seasonal camper site renewal deadline was February 1. There are a limited number of sites that have not renewed. An update will be presented at the February 20th Town Council meeting.

6) Hazard Mitigation Plan update and report.

The Hazard Mitigation Plan Update contract has been executed with consultants Weston and Sampson. The update will include public input allowing residents to share concerns regarding Mackerel Cove, Zeeks Creek, and any other areas. Once the updated plan is approved and potential mitigation funding, this should enable the Town to develop any future engineering plans.

Additionally, Town Administrator Mello has met with Senator Reed to discuss the impacts of the recent storms and the need for funding related to recovery and future mitigation projects. This would require that the event(s) be declared by FEMA, which has not yet happened. Town Administrator Mello met with FEMA to discuss recovery efforts and potential funding. The process requires (1) FEMA to determine if the event(s) will be declared; and (2) if the event(s) are declared, two funding streams are likely. The first for recovery. The second for mitigation planning

and projects.

Town Administrator Mello also contacted the Army Corps of Engineers (ACOE) to begin a conversation about the concerns specific to Mackerel Cove. Once the Hazard Mitigation Plan process has been completed and approved, the Town can then request that ACOE consider mitigation projects.

7) PBS- "Our Town" featuring the Town of Jamestown.

PBS has selected Jamestown to be the next community to be featured in their program "Our Town" They have been in contact with Lisa Sheley who will take the lead in the Town participation. Residents can join a virtual informational Town Meeting on Thursday, February 15, at 5:30 p.m. Residents should visit RIPBS.org to register for the meeting and learn more about the program.

8) Equipment purchase for the Harbor Division (consent agenda).

Harbor Division Executive Director Steven Bois and the Harbor Commission (JHC) have submitted a request for authorization to purchase a new vessel, declaring an existing vessel as surplus and offering it for sale by a public bid process. The net cost of the purchase is estimated at \$50,000 and would be funded through the Jamestown Harbor Capital Reserve Fund. The JHC has reviewed the request and recommended approval by the Town Council. Executive Director Steven Bois' memo is enclosed (consent agenda)

9) Water Tower Lease: additional cell phone provider.

Town staff are negotiating a lease with an additional cell phone provider for space on the water tower. A lease is expected to be presented for Town Council consideration in March. In the meantime, the application is going through the zoning approval process. Negotiations are ongoing with additional potential service providers for the use of shared equipment on the towers. These negotiations will be presented to the Water and Sewer Commission in the coming months.

10) CRMC plans to brief the Town Council and Harbor Commission in March regarding Aqua Farms.

CRMC is the only agency that permits the lease of state waters for the purpose of aqua farms. The Town has requested CRMC to develop a plan that would guide farmers, residents, and Town staff regarding the likely locations for these farms to reside. Town staff recently met with CRMC staff and DEM about the draft plan. CRMC plans to brief both the Town Council and the Harbor Commission on the proposed plan in March.

VIII. UNFINISHED BUSINESS

A) Review, Discussion, and/or Action and/or Vote: Review and/or Discussion of the Jamestown Tax Relief Ad Hoc Committee report and implementation recommendations:

1) Town of Jamestown Tax Relief Ad Hoc Committee Report to the Town Council.

See the attached report presented by Tax Relief Ad Hoc Committee members Robert Raymond and Michelle Estaphan Owen.

A lengthy discussion ensued. Vice President Meagher pointed out that a flat amount credit versus a percentage may be seen as not equitable.

A motion was made by Vice President Meagher with a second by Councilor M. White to review current exemptions will be reviewed at the February 20th Town Council meeting; and to schedule workshop(s) for further discussion and/or development of new concepts as presented. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- B) Review, Discussion, and/or Action and/or Vote: Review and/or Discussion of the Jamestown Affordable Housing Committee (JAH) recommendations:
 - 1) At the request and recommendation of the Jamestown Affordable Housing Committee, Town Council support of the Jamestown Affordable Housing Preservation Program and permission to develop an enabling ordinance by the Town staff with final review by the Town Solicitor.

A lengthy discussion ensued.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the request to support the Jamestown Affordable Housing Preservation Program rules as presented and permission to develop an enabling ordinance by the Town staff with final review by the Town Solicitor.

Discussion ensued. Councilor R. White had questions regarding some of the plan particulars. Specifically, when an eligible applicant sells their land to the Town and then leaves the property to an heir who may not qualify according to the plan guidelines. How does the program prevent the property from being occupied by an individual who may not qualify for affordable housing?

Affordable Housing member Bob Plain made clarifying statements. The program intends to ensure the property would need to be occupied by an eligible affordable housing applicant. The property would be deeded affordable in perpetuity. Either the qualifying eligible property owner or an eligible tenant would occupy the property.

Vice President Meagher rescinded the prior motion and amended it as follows. A motion was made by Vice President Meagher with a second by Councilor M. White to continue the agenda item to the February 20th Town Council meeting. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- C) Review, Discussion, and/or Action and/or Vote: Vice President Meagher and the Jamestown Charter Review Committee recommended amendments, additions, and/or deletions for Charter revisions:
 - 1) At the request and recommendation of the Jamestown Charter Review Committee permission to develop an enabling ordinance by the Town staff with final review by the Town Solicitor for proposed Amendments to the Jamestown Charter.

Solicitor Peter Ruggiero reviewed the next steps. The Town Council would have a public hearing to review the recommended amendments, additions, and/or deletions for Charter revisions. Any approved amendments to the Charter would then be prepared as questions on the General Election ballot in November 2024 or at a Special Referendum.

Charter Review Committee members Sav Rebecchi, 13 Sail Street, and Jim Rugh, America Way, addressed the Town Council. To clarify, the Committee is recommending a non-partisan ballot, not a non-partisan election. Several Rhode Island municipalities have non-partisan ballots. Mr. Rugh suggested rearranging the order of the recommendations at the Public Hearing for the sake of ease.

A motion was made by Councilor M. White with a second by Councilor R. White to schedule a Public Hearing on March 4th to review the recommended amendments, additions, and/or deletions for Charter revisions. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

IX. NEW BUSINESS

- A) Review, Discussion, and/or Action and/or Vote: At the request of Vice President Meagher a recommendation to members of the various Jamestown Boards, Commissions, and Committees to review the Open Meetings Act (OMA) compliance requirements and review of the ACLU report regarding public comment at public body meetings:
- 1) When the OMA applies whenever a quorum of a public body convenes for a meeting. The OMA applies when the three elements are present:
 - a public body: means any department, agency, commission, committee, board, council, bureau, or authority, or any subdivision thereof, of state or municipal government or the board of directors of any library that funded at least twenty-five percent (25%) of its operational budget in the prior budget year with public funds, and shall include all authorities defined in § 42-35-1. For purposes of this section, any political party, organization, or unit thereof meeting or convening is not and should not be considered to be a public body; provided, however, that no such meeting shall be used to circumvent the requirements of this chapter.
 - a meeting: means the convening of a public body to discuss and/or act upon a matter over which the public body has supervision, control, jurisdiction, or advisory power. As used herein, the term “meeting” expressly includes, without limiting the generality of the foregoing, so-called “workshop,” “working,” or “work” sessions.
 - A quorum: unless otherwise defined by applicable law, means a simple majority of the membership of a public body (RIGL§ 42-46-2).
 - 2) Notice Requirements: Annual notice (RIGL§ 42-46-6(a)) and Supplemental Notice/Agenda of meetings (RIGL§ 42-46-6(b)) includes the date the notice was published; the date(s), time(s), and locations(s) of the meetings; and a statement specifying the nature of the business for each matter to be discussed
 - 3) Open Meetings: All meetings must be open to the public unless closed in

accordance with the OMA. RIGL § 42-46-3).

4) ACLU report findings on public comment at town meetings

The Town Council received the ACLU report findings. Vice President Meagher expressed the need to remind members of the various Jamestown Boards, Committees, and Commissions the requirements of the Open Meetings Act, the importance of transparency, public notice requirements, and the definition of rolling quorums.

Solicitor Peter Ruggiero stated training will be offered in the near future by Solicitor David Petrarca.

- B) Review, Discussion, and/or Action and/or Vote: At the request of Town Administrator Mello Discussion and Possible Action to Order to Advertise in the Jamestown Press; Notice of a Public Hearing to take place on March 4, 2024, at 6:30 p.m. for Proposed Amendments to the Code of Ordinances regarding Chapter 66 – Taxation and Finance.

No action was taken. The proposed amendments to the Code of Ordinances regarding Chapter 66- Taxation and Finance will be reviewed with Town staff, and placed on a future agenda.

- C) Review, Discussion, and/or Action and/or Vote: At the request of the Town Council information regarding short-term rental (STR) serviced by onsite wastewater treatment systems (OWTS):
- 1) Memorandum from Town Engineer Jean Lambert re: information request for Short-Term Rentals with Onsite Wastewater Systems

Discussion ensued. The Town Council agrees amendments to the Short-Term Rental Ordinance are necessary, and may require showing proof of an OWTS and/or updated OWTS at the time of property transfer.

No action was taken.

X. ORDINANCES, APPOINTMENTS, VACANCIES, AND EXPIRING TERMS

- A) Appointments, Vacancies, and Expiring Terms; Review, Discussion, and/or Action and/or Vote:
- 1) Elections Training and Advisory Ad hoc Committee, One (1) Jamestown Board of Canvassers Member; Four to Six (4-6) Jamestown Citizen-at-Large Members; and One (1) Jamestown Town Council Ex-Officio Member with a term not to exceed 6 months, duly advertised in the December 14th, 21st, January 11th and 18th editions of the Jamestown Press:
- a) Interested Citizens-at-Large Applicants:
- i) Daphne G. Meredith
- Application received December 19, 2023
 - Interviewed on January 16, 2024.
- ii) Laura Goldstein
- Application received December 26, 2023
 - Interviewed on January 16, 2024.

- iii) Linda Jamison
 - Application received December 28, 2023
- iv) Marlene B. Murphy
 - Application received January 31, 2024.
 - Interview to be scheduled if the Town Council considers it necessary.

A motion was made by Vice President Meagher with a second by Councilor M. White to appoint Daphne G. Meredith, Laura Goldstein, Linda Jamison, and Marlene Murphy to the Elections Training and Advisory Ad hoc Committee with a term not to exceed 6 months. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- b) Board of Canvasser Applicants:
 - i) Kenneth Newman
 - Email expressing interest received December 28, 2023
 - ii) Carol Nelson-Lee
 - Rescinded application (see Board of Canvassers January 19, 2024 draft minutes)

A motion was made by Councilor M. White with a second by Councilor R. White to appoint Jamestown Board of Canvass member Ken Newman to the Elections Training and Advisory Ad Hoc Committee with a term not to exceed 6 months. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- 2) Library Board of Trustees, One (1) member vacancy, with a three-year term ending December 31, 2026, duly advertised in the December 14th and 21st editions of the Jamestown Press:
 - a) Interested Applicant(s):
 - i) Gordon Rapkin
 - Application received November 6, 2023
 - Interview on December 4, 2023
 - i) Janet Schachtel Baker
 - Application received December 4, 2023
 - Interviewed on January 16, 2024
 - ii) Jean Burditt
 - Application received December 22, 2023
 - Interviewed on January 16, 2024

A motion was made by Vice President Meagher with a second by Councilor M. White to appoint Jean Burditt Library Board of Trustees, with a three-year term ending December 31, 2026, Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

- 3) Tick Task Force Ad hoc Committee, Five to Seven (5-7) member vacancy, for an unspecified term, duly advertised in the December 14th, 21st, January 11th and 18th editions of the Jamestown Press:
 - a) Interested Applicant(s):
 - i) Taryn Breneman
 - Application received December 22, 2023
 - Interviewed on January 16, 2024
 - ii) Wayne C. Breneman
 - Application received December 22, 2023
 - Interviewed on January 16, 2024
 - iii) Cynthia Leonard
 - Application received January 2, 2024
 - Interview to be scheduled
 - b) Request to Order to re-advertise the vacancy(s)

A motion was made by Vice President Meagher with a second by Councilor R. White to appoint Taryn Breneman and Wanye Breneman to the Tick Task Force Ad Hoc Committee; to order to re-advertise the Tick Task Force Ad Hoc Committee vacancy(s) and to schedule an interview with Cynthia Leonard. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and 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) Town Council Minutes
 - 1) January 16, 2024
- B) Minutes of Boards/Commissions/Committees
 - 1) Board of Canvassers (November 7, 2023)
 - 2) Board of Canvassers (November 8, 2023)
 - 3) Harbor Management Commission (December 13, 2023)
 - 4) Planning Commission (January 3, 2024)
 - 5) Police Pension Plan Committee (October 18, 2023)
 - 6) Tree Preservation and Protection (October 18, 2023)
 - 7) Tree Preservation and Protection (November 15, 2023)
 - 8) Tree Preservation and Protection (December 20, 2023)
 - 9) Tree Preservation and Protection 2023 Attendance Log
 - 10) Tax Assessment Board of Review- 2023/2024 Attendance Log
 - 11) Tax Assessment Board of Review (January 23, 2024)

- C) At the recommendation of the Harbor Division Executive Director and the Harbor Management Commission grant approval of the sale of the Harbor Division 21' Freedom vessel, trailer, and motor via the municipal surplus equipment resale process; and authorization to purchase a new 21.5' Ribcraft vessel, trailer and motor from Ribcraft Corp., Marblehead MA for an amount not to exceed \$116,431.

D) Tax Assessor's Abatements and Addenda of Taxes

ADDENDA TO THE TAX ROLL			
ACCT	TAX YEAR	ACCOUNT INFORMATION	AMOUNT
01-0002-28	2023	TOWN SOLD-NOW TAXABLE	\$ 2,215.45
01-0002-28	2023	SW/ISDS CHANGE	\$ 20.00
TOTAL ABATEMENTS TO TAX ROLL			-\$ 0.00
TOTAL ADDENDA TO TAX ROLL			\$ 2,235.45
GRAND TOTAL TO THE TAX ROLL			\$ 2,235.45

- E) Ratification of the Administratively approved Short-Term Rental application for the period of January 1, 2024 through December 31, 2024:

- 1) Norma Walsh, STR-97, 33 Hawthorne Road
- 2) Mary Ann Smith-Janias, STR-105, 8 Clinton Avenue
- 3) David Crompton, STR-41, 18 Neptune Street
- 4) Leopold Martini, STR-13, 11 Nun Avenue
- 5) Cheryl Levesque, STR-107, 6 Coronado Street
- 6) Pamela Storey, STR-64, 32 Pemberton Avenue
- 7) Justine Maciel, STR-49, 144 Narragansett Avenue
- 8) Adam Wright, STR-28, 46 Carr Lane

- F) Trash Collector License 2024 Renewal Application(s):

- 1) Island Rubbish Service, Inc. dba: Island Rubbish, 8 Swinburne Street, Jamestown, RI 02835
- 2) Allied Waste Services, LLC. dba: Republic Services, Airport Road, Fall River, MA 02720

- G) One-Day Event/Entertainment License Applications: All One-Day Event/Entertainment license application approvals are subject to any COVID-19 protocols in effect at the time of the event:

- 1) Applicant: Conanicut Island Sailing Foundation (CISF)
 Event: Bay Day
 Date: June 9, 2024
 Location: Ft. Getty/CISF area

Discussion ensued.

Vice President Meagher asked for clarification on item C. There has been some discussion about having two safety boats on the east and west sides of the island. Town Administrator Mello stated Town staff (police, fire, and harbor) are coordinating logistics and protocol on the availability of response vessels.

Vice President Meagher read aloud each Short-Term Rental host application name and address, asking those in attendance for any objections or comments to be known.

A motion was made by Vice President Meagher with a second by Councilor M. White to approve the Short-Term Rental applications for licensing as listed on the Consent Agenda. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor R. White, Aye; and Councilor M. White, Aye.

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; and Councilor Brine, Aye.

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) Communications Received:

- 1) Copy of report to: Town Council
From: Bram Gallagher/AIRDNA
Dated: January 2024
Re: US and Rhode Island STR Markets,
- 2) Copy of memo to: Town Council, Jamestown Zoning Board, Jamestown Town Planner, Lisa Bryer
From: Jamestown Conservation Commission (JCC)
Dated: January 22, 2024
Re: JCC Advisory Review and Objection to Proposed Ordinance Section 82-12-6- Communication Towers and Open Space
- 3) Copy of email to: Town Council
From: Frank Meyer
Dated: January 14, 2024
Re: Mackerel Cove and the storms
- 4) Copy of email to: Town Council
From: Marian Falla
Dated: January 16, 2024
Re: Easton Beach Storms/JT beach impacted by storm
- 5) Copy of letter to: Town Council
From: Alma Davenport
Dated: January 26, 2024
Re: Proposed zoning ordinance Section 82-1207. Keeping of Chicken Hens

6) Copy of letter to: Town Council
From: United Way
Dated: January 2024
Re: 2024 Legislative Agenda

- B) Proclamations and Resolutions from Other Rhode Island Cities and Towns:
- 1) Town of Hopkinton, Resolution in Support of Full Funding of Categorical Transportation Aid as outlined in RIGL §16-7.2-6
 - 2) At the regular meeting of the Burrillville Town Council held Wednesday, January 24, 2024, for and within the Town of Burrillville, at which time a quorum was present and acting throughout, the Burrillville Town Council voted to support the resolution from the Water and Sewer Commission of the Town of Jamestown (Resolution No.: 2024-01) requesting the Rhode Island General Assembly to amend RIGL §46-15 relative to a public water system's obligation.

XIII. ADJOURNMENT

A motion was made by Vice President Meagher with a second by Councilor Brine to adjourn at 8:35 p.m. Vote: President Beye, Aye; Vice President Meagher, Aye; Councilor Brine, Aye; Councilor M. White, Aye; and Councilor R. White, Aye.

Attest:

Roberta J. Fagan, Town Clerk

Jamestown Community Farm

To: Jamestown Town Council
From: Bob Sutton
Subject: Financial Terms for Purchase of Ceppi Property
Date January 31, 2024



Subj. Major terms relevant and specific to the land acquisition portion of the lease/purchase agreement between The Jamestown Community Farm Inc. and owner Peter Ceppi (aka John Eldred Farm 1,2,3, LLC)

The agreement was signed on December 17 2023 but is effective as of January 1, 2023 and is in effect through December 2037. specific terms are as follows:

JCF paid the owner on or about December 17, 2023 the sum of \$76,000.00. (\$26,000 rent, \$50,000.00 option to buy). The entire option payment and one half of the rent payment are applied to the purchase price upon exercise of the Option to purchase. The rent changes annually based on increases in the consumer price index.

The option may be exercised upon the death of the owner. When the owner's estate notifies JCF of the owner's death, JCF then has up to six months to exercise the option. A closing must take place within the one year period following exercise of the option. It is possible that the owner may elect to sell during his lifetime, in which case JCF will proceed to exercise the option under the same timetable. (The JCF Board of Directors has already agreed to begin fund raising immediately.)

The entire property is a little over 17 acres. Carved out of the option are two lots of about one acre each fronting on East Shore Road. The owner is keeping these lots for his daughter and granddaughter. JCF presently has a registered survey of the entire property and intends to get this survey revised to properly describe the property to be purchased and the property retained by the owner. Over the course of the negotiation the owner has shown some inclination to sell the entirety of the 17 acres to the JCF and we are prepared to consider that. However, the option applies to the remaining 15 acres.

If the option is exercised, the final sale price will be determined by certified appraisal as follows: JCF hires a certified appraiser to complete a full appraisal of the 15 acres. If the owner does not accept the appraised value, the owner selects his own certified appraiser to provide a second appraisal. If the two appraisals differ by less than 10%, the selling price value is the average of the two. If the two appraisals differ by more than 10%, the two appraisers select a third appraiser, and the selling price will be the average of the three.

The signed lease/purchase agreement is for 15 years with some cost increases at five-year intervals. The JCF has already covered our costs through the first 5 years. Thanks to the generosity of one of our board members (Fox Hill Farm) who has donated \$50,000.00 each year for the next five years, (\$250,000.00) and our fund-raising efforts to date, have raised the necessary funding for the balance of the first five-year period. First year payment in full was wired to owner December 17 2023.

The JCF attorney has filed a "Memorandum of Lease" signed by both parties in the Town of Jamestown Land Evidence Records. The purpose in doing so is to provide notice to anyone researching ownership of this parcel that the property is encumbered by a lease and option to purchase.

JCF Inc. is responsible for paying local property taxes (approximately \$350.00 annually) and the seller is responsible for all other administrative fees, taxes, etc. associated with his ownership of the land. There are annual "cost of living" adjustments to the rent and 5 year adjustments (\$10,000) to the cost of the option. However, all additional costs except for one half of the rents will be credited against the final cost of the acquisition.

The agreement was negotiated by an attorney employed by the farm and an attorney employed by the seller. The final document is professionally written with safeguards for both parties and I can make it available to you, if you wish.

Conanicut Island

A Culture of Farming

Although we tend to think of Jamestown as both a residential and summer community, there is another functioning community of which we may not be completely aware. Coming back from the

Beavertail Lighthouse there is a continuous six-mile stretch of roads along which seven active working farms are located. Each of these farms have farmhands and grow and sell agriculture produce. Also, along this same route there are two hi-tunnel greenhouse hobby farmers and throughout the town a number of beekeepers and chicken coups housing small flocks of egg-laying chickens. Jamestown residents are clearly continuing a culture of growing in Conanicut Island's rich soils. A culture that extends back thousands of years.



*Bob Sullivan
Jamestown Community Farm*

Jamestown Community Farm Inc. (JCF)

Vegetable	Weight
Lettuces	12 lbs
Broccoli	10 lbs
Sp. Veg	7 lbs
Elderberries	17 lbs
Tomatoes	348 lbs
Peppers	35 lbs
Onions	497 lbs
Butter nut Squash	371 lbs
Onions	497 lbs
Delicata Squash	232 lbs
Zucchini	3,024 lbs
Summer Squash	210 lbs
Eggplant	29 lbs
Collards	299 lbs
Eggs	73 2 eggs
TOTAL	16,250 lbs

Thank You!!

The JCF was created 23 years ago with the mission to grow fresh vegetables and deliver this produce to food pantries throughout the state. Originally organized as an element of the Conanicut Island Land Trust, we reorganized as a 501 c(3) in 2009-2010 and we are now producing and distributing 9 to 13 tons of fresh vegetables annually. We do not use chemical fertilizers, pesticides or herbicides. We are primarily a volunteer organization (100 + volunteers annually). We also have a private foundation grant to employ 4 high school/college student interns annually. We have had the same unpaid volunteer farm manager for 23 years, a stable Board of Directors, no debt and we are presently in the final stages of purchasing the 17 acre parcel of land that we have been farming for 23 years. We have committed from the outset to extending and improving our agricultural practices creating a minimum impact on the Island's resources with a primary focus on healthy soil. (i.e. regenerative

agriculture). We have been a successful organization and we have achieved longevity. It is now time to consider and create the next generation of leadership.

Succession:

Our commitment to growing and delivering fresh vegetables to food pantries is a long-term commitment. We know that our commitment to grow these vegetables utilizing regenerative agricultural is very long term. And, although we are a private non-profit 501c(3), we are now confronting the same problems of farm succession facing many farmers throughout the state and the nation: How do we keep our land, our ideas, ideals and our efforts alive, beyond our own individual leadership and individual participation?

We have had the same organizational structure for all 23 years. We have also had the same farm manager. Our farm manager is well educated, and experienced and still very active but he is also 82 years old. We all recognize that succession of both organizational leadership and maintaining our committed direction is essential and we are not ignoring the inevitable. We have created a viable working farm that fills a need and now we must develop the next generations of leadership.



Regenerative Agriculture and Carbon Capture

Regenerative agriculture is a way of thinking about and acting upon better methods of

managing the soil.

Regenerative agriculture prioritizes the critical importance of soil health and maintaining and improving soil nutrient values. Successful regenerative agriculture pursues solutions to agricultural production that are much less reliant on chemistry, mechanization and economics. Instead, it emphasizes farming and growing practices that recognize, respond to and maximize the Earth's natural order. Although not perfect, though perfectly intended, the Jamestown Community Farm is pursuing farming methods that respond to these ideals.

The Plow

The plow as an agricultural tool goes back thousands of years. What most likely started by dragging a heavy wooden pointed stick through the soil evolved over time into a modern piece of essential farm equipment. The man associated with developing the modern plow was a talented blacksmith named John Deere who in 1838 designed and hammered out a shiny surfaced plow blade from a large discarded saw blade. The shiny blade steel plowed deeper and kept the soil from sticking to the plow blade.

In concert with the development of mass production techniques created by the industrial revolution; the mass transportation opportunities created by the new continental railroads; made the "Deere" plow available throughout the country.

At the time no one understood the fragility of soil structure and soil stability. No one understood how quickly that stability could be destroyed; how quickly wind and water erosion would blow and wash these soils down the rivers to the oceans and the Gulf of Mexico.

No one knew how this invasive soil- impact farming would systematically diminish the naturally formed nutrient value of the soils, forcing the farmer to rely increasingly on manufactured chemicals in an attempt to replace and rebuild soil fertility. And, no one could have possibly known that this very type of soil- impact farming would be a major contributor to global warming.

Now we know.

At the Jamestown Community Farm we are using our "One Chance" to eliminate soil destruction. We will concentrate our agricultural efforts on methods that understand, reflect and take seriously the irreplaceable value of our natural earth.

Several years ago, the United Nations published a report on "global warming" and in that document they identified atmospheric carbon as one of the critical causal elements.



Along with identifying "big business" agriculture as a significant contributor to atmospheric carbon; they identified the ability of properly managed plants and soil, to capture and retain carbon as a major solution to reducing atmospheric carbon. Since that report was published the JCF has completely changed its' methods and the equipment needed to more effectively capture and store atmospheric carbon. These methods and equipment are completely consistent with regenerative agricultural practices.

Land Ownership



There can be no meaningful plan of succession without the farm first having an ownership interest in the land. The 17 acres of land that we farm is some of the best farmland in Rhode Island. It is also presently sub-divided into 6 one-acre house lots and an 11-acre lot that could be further sub-divided into 5 additional house lots.

In 2022, with the owner's consent, we began negotiations for the outright purchase of 15 acres of the farm. The two attorneys have been negotiating over the past 18 months and on December 17, 2023 we signed an agreement to purchase the 15 acres. We have also reached an agreement that the Farm will hold title to the land and the Town will hold a permanent development rights easement.

The Board of Directors has no illusions about what this acquisition will cost. We have created a fund-raising program and have already witnessed community enthusiasm and a generous willingness to contribute. We intend to fund the acquisition with governments grants, private foundation grants and private donations,

Volunteerism

For 23 years the Farm has utilized volunteers for a major portion of the farm work, primarily planting and harvesting on Tuesday and Thursday evenings and summer Saturday mornings. We generally average between 12 to 20 volunteers on every occasion. We have never had a volunteer event where no-one showed up, nor have we failed to accomplish a task for lack of volunteers.



Volunteerism is an important element of our organization; it creates community support for our mission and it provides a very important element of how we get the necessary work done. Successful volunteerism does not happen by accident, it is built into our organizational mentality. A succession plan has to recognize volunteers' critical importance and commits to a volunteer program that is reflective of our existing program success and is actively and conscientiously managed.

Powering the Farm

Although we use diesel and gasoline powered tractors, we are increasingly looking for ways of reducing our carbon footprint. In 2012 we installed a 3.5-kilowatt solar array which during day light provides all our power requirements. In fact we have a \$1500 credit with the power company. We sell back to the power company much more than we use, In 2023 we purchased an electric powered van which recharges directly from the solar panels. One of our members also purchased an electric powered tricycle that we can use for short commutes and also for work errands within the farm property.



Recycling/ Composting. Water Management

We purposely involve the Town's commercial community in our overall farm plan. We intentionally search out areas where the farm can fill a community need and also provide value to the farm.

About 10 years ago we made an agreement with Atlantic Landscaping to bring their autumn leaf pick up to the Community Farm. Tons of leaves are composted over a one-year period and make an excellent soil additive for the next growing season.

Several years ago, McQuade's Market, the only super market in Jamestown, contacted us about the State's requirement for disposal of "out of date" or spoiled fruits and vegetables. They would no longer be allowed to throw them in a dumpster and truck them to a landfill. We agreed to pick up the spoiled produce for our composting operation three times a week and mix it with the Atlantic Landscaping leaves along with our chicken manure, We rotate the pile for one year and at the end of that year have tons of a beautiful compost mixture which we annually add to our farm soils.



We rely entirely on annual rainfall for all farm irrigation. We have no wells, and we do not pump from any surface water areas. We irrigate approximately 4000 square feet of high tunnel greenhouse and a 60-tree apple orchard with stored rainwater. We have the capability to capture, store and distribute approximately 7000 gallons of rainwater annually. The field crops rely upon the annual rain fall and compost rich soil that provides nutrient value and holds moisture necessary for plant growth.

We also work from time to time with the Conservation Commission. Presently we are starting a test growing area to start sea grass that if successful, will be transplanted on local beach erosion areas. This outreach to the Town's commercial community and the Town government administration must be incorporated into our succession and recognized as critical to our own organizational strength and longevity. We fill a community need and we act totally consistent with our regenerative agriculture commitment.

The Community Connection

The word "Community" in our name is no accident. Not only do we need and depend upon the people as volunteer workers on the farm, we need a community of people who understand the importance of our mission, our agricultural direction and are supportive of our land and water protection. And, we need a community of people that are willing to support financially both our "food security mission" and our agricultural direction.



We work closely with the local newspaper to keep townspeople aware of our projects and we encourage people to walk around the farm at their leisure.

We participate in the Memorial Day Parade and the winter holiday celebrations, assisting other organizations with their events and maintaining a presence/visibility and an attitude of helpfulness in the Jamestown community.

Financial Stability

The October 2023 financial statement is provided to give an example of spending by the month. Generally speaking, the Board does not prepare an annual operating budget. Instead, it uses the previous 12-month statement of expenditures as a budget guide for the upcoming fiscal year. This has proven over the years to be an adequate guide to provide spending control.

Additionally, our public "farm patron" fund raising campaign is held in February of our calendar fiscal year so that we have a solid understanding of our available funds early in the year and can make adjustments in spending, if necessary. If foundation or governmental grants are anticipated in our annual budget, no spending on those grants occurs until the grant is verified.

Jamestown Community Farm
Profit and Loss YTD Comparison
October 2023

	TOTAL	
	OCT 2023	JAN - OCT, 2023 (YTD)
Income		
43425 Fund Raising - Land Purchase		45,729.00
Direct Public Grants		
43300 Grants - Other		2,558.00
43330 Foundation and Trust Grants		75,359.00
Total Direct Public Grants		77,917.00
Direct Public Support		
43450 Individual & Bus Contributions	700.00	11,518.70
43454 Patron Donations		14,050.00
47246 Farm Sales - Eggs & Produce	302.00	6,874.50
Total Direct Public Support	1,002.00	32,443.20
Total Income	\$1,002.00	\$168,098.20
GROSS PROFIT	\$1,002.00	\$168,098.20
Expenses		
62100 Contract Services		
62110 Accounting Fees		250.00
62150 Ongoing Contract Services		57.88
Total 62100 Contract Services		\$317.88
62800 Facilities & Equipment		
62841 Equipment Maintenance	275.55	481.46
62842 Misc Repairs	152.89	1,874.37
62843 Delivery Vehicle Maintenance		2,444.50
62870 Property Insurance	925.50	3,556.00
62980 Rent, Parking, Utilities		9,161.88
Total 62800 Facilities & Equipment	1,353.94	17,318.21
65000 Operations		
65020 Postage	65.00	430.84
65022 Office Supplies & Expenses		1,056.01
65030 Printing & Copying		114.04
65040 Volunteer Supplies & Expenses	19.51	89.85
65041 Seeds & Plants	821.12	2,948.52
65043 Diesel Fuel and Gasoline	197.88	908.44
65044 Crocuses		1,956.59
65049 Misc Supplies		269.33
65056 Farm Labor	660.00	15,822.00
65080 Payroll Taxes	66.89	1,575.51
65085 Payroll Processing Fees	91.60	1,513.84
65100 Insurance - D&O and W/C		1,772.45
65210 Class & Demo Expenses		300.00
Total 65000 Operations	1,828.30	38,857.55

Capital Budgeting

Generally speaking, we do not budget for capital expenditures. We keep a list of costly capital items that are in need of replacement or significant repair and we search out grant opportunities to fund all or a significant portion of the cost.

A general rule for non-profits is to hold enough cash in savings to fund operating costs for two years. The JCF has never ended a fiscal year in debt and has more than enough savings to cover operating expenses for that two-year period of time. Some of our infrastructure and our farm equipment is old but is well maintained. However, we are in the process of purchasing the property and given the dynamics of the purchase and of the anticipated purchase price, our annual budget will have significant new demands placed upon it that cannot be ignored. How we meet the demands of the land acquisition without diminishing the farm's annual operating costs can be accomplished but it will require significant attention to our

fund-raising apparatus and careful attention to our annual spending. It is important that the farm continue to appoint and employ professional accounting s

Greenway Protection:

Landowners, residents and the local government administration have long been committed to the protection of land on Conanicut Island. One of the major protected areas is the Center Island Greenway, a 1000-acre+ contiguous land area that extends from the golf course on the south all the way north to Carr Lane. This 1000 acres contains 2 recreational areas, a 3-mile bike/walking path, sanctuary walking paths, 5 farms, acres of salt and fresh water marshes, contiguous forest land, 2 public drinking water reservoirs and their corresponding watershed, a great diversity of wildlife, bird habitat and the Windmill Hill Historic District.

Presently, this 17-acre Jamestown Community Farm is one of the largest unprotected properties in this greenway. The successors to the leadership of the



Presently, this 17-acre Jamestown Community Farm is one of the largest unprotected properties in this greenway. The successors to the leadership of the JCF must recognize their responsibility to the beautiful contiguous land that surrounds our farmland. They must protect and build upon the farm's commitment to regenerative farming practices and refuse the use of chemical fertilizers, pesticides, herbicides etc.

The JCF: A Demonstration Farm

Jamestown is today considered a "high-end" residential and summer home community; however, its' historical routes are deep in its excellent agricultural soils. The Narragansett's used the island as a summer encampment and actively farmed much of the island. The first European settlers in Newport used Conanicut Island as common sheep and cattle grazing ground which quickly evolved into privately owned large active-farm subdivisions, and continued that way until the early 1900's.

Although farming is no longer a major occupational pursuit, there remains a small, strong and diverse agricultural community in Jamestown. Because the community of Jamestown has, over the years, made a strong commitment to permanently protecting farmland and critical open-space there remains significant opportunity to support and sustain agricultural production on the island.

<u>Active Farms,</u>	<u>Acreage</u>	<u>Location</u>	<u>Years Protected</u>		<u>Com. Crop</u>
Wine Grape Vineyard	25	Beavertail Road	20	No	Yes
Orchard, Grazing, Bees	50	Fort Getty Road	200+	Yes	Yes
Hay Production	50	North Road	200+	Yes	Yes
Veggies. Cattle, Sheep, Hogs	40	Weeden Lane	100+	Yes	Yes
Hay, Vegetables	120+	Weeden Lane	250+	Yes	Yes
Sheep, Cattle, Oyster	250	North Road	200+	Yes	Yes
Horses, Vegetables	10+	Carr Lane	40+	No	No
Vegetables, orchard, chickens	17	Eldred Ave.	23+	Yes**	Yes
** Signed permanent protection agreement 12/17/23					
<u>Inactive/ Protected Farmland</u>	20	Fort Getty Rd	30	Yes	
Total Farmland Acreage	582	Jamestown RI			

Opportunity

The end of WWII initiated a major transition in farming. What was labeled the "green revolution" took shape primarily in post-WWII era, taking advantage of much of the chemical technology and mechanical inventiveness created during the War. Farmers and farmhands- the labor supply- left the farms after the war in pursuit of better paying jobs in the cities. In order to keep going, and replace the lost manpower the remaining farms turned almost completely to chemical solutions, larger mechanized equipment and much larger landholdings . Small family farms disappeared and large-acreage, mono-crop corporate farming, supported by large government, increasingly dominated the food-supply business.

The interstate highway system and high-speed trucking rearranged totally the location and profitability of farm production. It was no longer essential to have farms on the outer edge of the city. Trucks loaded with farm produce from corporate farms can

deliver to any US city in less than 40 hours. Huge, fast moving container ships travel across the oceans, in both directions, delivering incredible amounts of agricultural produce and agricultural equipment. Satellites far out in space, steer the tractors and direct the operation of huge farm equipment through the massive fields; Giant chemical and seed companies determine what the farmer plants; large financial institutions loan the farmer the money to pay for it. Farming has become a corporate “bottom-line” business with all major decisions being made in Chicago, New York City and Washington DC, and not by the farmer and his family, sitting around the kitchen table.

John Deere, (the person, not the lawn mower) started the problem. In 1838 as a young man, he moved his blacksmith shop from Vermont to Illinois. He had an idea that changed the agricultural world. He designed and hammered out the first moldboard plow, from a used sawmill blade. The plow blade, with its shiny surface and new design, was exactly what was needed to break through tough native midwestern soils. The plow made it possible for a single farm family, with a couple of horses, to till the rich native soils and grow their crops. Unfortunately, neither the famers nor anyone else in 1838 could know, understand or protect against the negative aspects of plowing these soils.

A new study in the journal *Earth's Future* led by the University of Massachusetts Amherst shows that, since Euro-American settlement approximately 160 years ago, agricultural fields in the midwestern U.S. have lost, on average, two millimeters of soil per year totaling 57.6 billion tons (over that 160-year time period) The study's authors conclude that plowing, rather than the work of wind and water, is the major culprit.” Science Daily, March 2022

And, when you consider that the act of plowing releases thousands of tons of stored carbon back into the atmosphere, you begin to understand why regenerative agriculture addresses a very real positive response to very immediate critical problems.



The Jamestown Community Farm has a unique opportunity to demonstrate actual regenerative farming techniques and growing methods that are not at war with our Earth. The Jamestown Community Farm cannot change the world. But maybe some young girl bikes to the farm to help pick beans or a young lad stops by to help with the weeding. They pick and weed in the farm's deep rich composted soil and they think, "this is good." This is the generation that is going to have to solve the agricultural problems that we leave behind. The JCF must continue to provide support and opportunity to this next generation.



Conclusion: The Jamestown Community Farm has been in existence for 24 years. Over the years we have had the financial support of major charitable foundations, federal state and local government agencies, and most importantly, the people. Currently, the JCF Board of Directors is moving forward successfully on two extremely important additional projects:

A plan for administrative succession;

Fund support for acquiring the property that the farm is located upon.

We truly believe in what we are doing and we look forward to your continued participation and support.

January 30, 2024

Town of Jamestown Tax Relief Ad Hoc Committee Report to the Town Council

The Tax Relief Ad Hoc Committee consisting of seven (7) voting members: Erik Brine, JD Coleman, David Dolce, Michelle Estephan-Owen, Robert Raymond, Edward Ross, Beth Smith; and one (1) non-voting ex-officio member: Christine Brochu was charged by the Council with seeking opportunities to encourage year-round residency and make Jamestown more affordable for both property owners and renters alike. The committee was directed to review current commercial and residential property taxes, including owner-occupied, short-term and long-term rental properties and identify strategies employed by other local governments to incentivize year-round residency and affordability such as tax exemptions and incentives. Upon completion, the committee should present recommendations to the Town Council which may include new or amended ordinances; qualifying exemptions and incentives; tax relief tiers; defined qualification requirements; and/or suggested public education and outreach strategies.

The committee met ten times between September 20th 2023 and January 30th 2024 in order to develop recommendations that could be acted upon by the Council and the Rhode Island State Legislature in the 2024 legislative cycle. This report intends to outline those recommendations agreed upon by the committee.

From the onset of discussions, the members of the Tax Committee agreed that it was important to first agree on the goals and priorities of the committee in order to develop a framework in which tax strategies and policy recommendations could be made.

Goals and Priorities of the Tax Committee

- 1 – Make Jamestown more affordable for primary residents
- 2 – Create opportunities to meet town budgetary objectives while minimizing impact on Jamestown residents
- 3 – Protect and/or support Jamestown businesses
- 4 – Keep taxes low for elderly and need-based populations on fixed budgets
- 5 – Make Jamestown more affordable for town employees whose salaries have not risen commensurate with property values and who the community depends on
- 6 – Incentivize long-term rentals

To that end, the committee has developed a list of recommendations for the Jamestown Council that we believe support these goals and priorities. We recognize that some of these recommendations could have significant impact on revenue generation and some may not have significant fiscal implications but are policy positions that we believe represent the values of our town.

Recommendations

- 1- Update Current Exemptions

- a. Veterans Exemptions (table below) – The current veteran’s exemptions are credits and not currently tied to any index, so they are static and in reality, worth less every year due inflation, until specifically voted on, and in most case sent to the State Legislature to change. The committee recommends instead tying these exemptions to an index, such as the Consumer Price Index (CPI) to ensure that these credits increase annually commensurate with the general rise in costs. The committee believes that most current credits are in-line with other Rhode Island cities and towns however, the value of the Gold Star Parent and Prisoner of War credit seem low compared to the other veteran exemptions. The committee recommends that these credits should be raised dramatically to represent the tremendous sacrifice by those eligible. This change will have extremely low to no budget impact, but we feel will fall more in line with Jamestown values.

	Real Estate	Motor Vehicle
Regular Exemption	\$250 Credit	N/A
Unmarried Widow/Widower	\$250 Credit	N/A
Totally Disabled/Service Connected	\$500 Credit	N/A
Partially Disabled Service Connected	None	N/A
Gold Star Parent	\$300 Credit	N/A
Prisoner of War	\$500 Credit	N/A
Specially Adapted Housing	\$500 Credit	N/A

- b. Senior Exemptions (table below) – The income based senior exemptions are tied to published poverty income rates, which is helpful because it allows for those income requirements to change year to year. The qualifying incomes are capped at 220% of the poverty level which means that at income levels above \$29,898 for an individual or \$40,282 a family of more than one individual (in 2022 dollars as shown in the table) exemptions are fully phased out. The committee recommends that the Council consider shifting each of the categories to a higher percentage of poverty level to commensurately increase the income level caps.

Type of Program	Amount of Exemption or Tax Credit	Household Income Requirements	Age	Residency/ Occupancy Requirement	Length of Ownership Requirement
Income Based Exemption	61% to 100% of assessed value	1 resident-\$13,590 or less	65+	5 Years	5 Years
		More than 1 resident-\$18,310 or less			
Income Based Exemption	60% of assessed value	1 resident-\$13,591 to \$19,026	65+	5 Years	5 Years
		1+ residents-\$18,311 to \$25,634			
Income Based Exemption	50% of assessed value	1 resident-\$19,027 to \$21,744	65+	5 Years	5 Years
		1+ residents-\$25,635 to \$29,296			
Income Based Exemption	40% of assessed value	1 resident-\$21,745 to \$24,462	65+	5 Years	5 Years
		1+ residents-\$29,297 to \$32,958			
Income Based Exemption	30% of assessed value	1 resident-\$24,463 to \$27,180	65+	5 Years	5 Years
		1+ residents-\$32,959 to \$36,620			
Income Based Exemption	20% of assessed value	1 resident-\$27,181 to \$29,898	65+	5 Years	5 Years
		1+ residents-\$36,621 to \$40,282			
Disability Based Exemption	\$10,000 to \$25,000	Less than \$25,000	No Age	2 Years	2 Years

- c. Disability Based Exemption (table above) – The Disability Based exemption correctly is not tied to an age but is also not tied to any index and therefore is not updated regularly. The committee recommends changing the Disability exemption to match the Senior exemption and tie it to the same income-based exemption. This entire table would then apply to those who are 65+ and/or disabled.
- d. Firefighters Exemption – The Committee recognizes that the town just updated the tax exemption for firefighter and commends the Council for doing so. Jamestown is very lucky to have a superb group of volunteer firefighters, and which not only helps keep the town safe but also keeps our taxes significantly lower than they would be if Jamestown had to fund a full-time firefighting organization.

2- Add New Exemptions

- a. Town Employee Exemption – The Committee recognized that there are a diminishing number of Jamestown employees, including police officers, public works, and teachers who also live in our community due to the rapidly rising costs of housing in Jamestown and pay increases not keeping pace with inflation. We also believe there are real benefits to people who work in our community being able to live in our community. The Committee recommends considering an exemption in the form of a credit, similar to the firefighter exemption, for all full-time Jamestown employees. We believe this will help the town recruit and retain talent, show our town employees that they are appreciated, and make them more accessible to the community they serve.

- b. Homestead Exemption – Homestead exemptions have become very popular especially in communities that are vacation destinations and have a large non-resident population. An estimate created by cross referencing property tax rolls c with voter registration rolls show that of the approximately 2,700 residences in Jamestown, nearly 50% of them are owned by non-residents. These exemptions provide an opportunity to keep taxes low for residents while leveraging the popularity of their communities for vacation goers and multiple-home owners to provide the necessary funding to maintain the infrastructure and management of the town. The Committee recommends that the Council adopt a homestead exemption as 12 other Rhode Island Communities have. (RI municipalities that offer a homestead exemption are Central Falls, East Providence, Johnston, Lincoln, Middletown, Narragansett, Newport, North Kingstown, North Providence, Providence, West Greenwich, and Woonsocket) Homestead exemptions can be instituted in a variety of way and can become both complicated to understand and onerous for the town to oversee. With that in mind the Committee recommends the Council consider two possible options.

(1) Provide a flat percentage of home value as an exemption for all residents. *Example – If a home is assessed at \$500,000 and the exemption rate is 20%, the resident homeowner would have the first \$100,0000 of their home value exempted from their property tax bill therefore resetting their property assessed value at \$400,000. If a resident's home is worth \$1,200,000 the property assessed value would be decreased by \$240,000 to \$960,000. This could be capped at a certain level (for example the median home value) to ensure the amount of tax savings is not dramatically skewed by outliers with extremely high-valued homes.*

or

(2) Provide all residents a flat exempted amount off the value of their homes. *Example - If a home is assessed at \$500,000 and the exemption amount is \$200,000 the resident homeowner would have the first \$200,0000 of their home value exempted from their*

property tax bill therefore resetting their property assessed value at \$300,000. If a resident's home is worth \$1,200,000 the property tax value would be decreased by \$200,000 to \$1,000,000. If this option is chosen, the Committee recommends that the Council ties the amount of the exemption to the change in median home valuation made during every revaluation assessment.

And

- (3) In order to incentivize long-term rentals and increase the availability of full-time housing options in Jamestown, the Committee recommends that the Council offer the Homestead Exemption to non-residents who provide a current 12-month lease on an annual basis.

3- Tax Stabilization Program

The Committee recommends the Council consider a Tax Stabilization Program to allow residents on fixed income to defer taxes that are more than 5% of their income. Taxes deferred are held, as a receivable, by the town until a triggering event occurs (sale of property, deceased etc.) which requires a full payment of deferred taxes. Amounts deferred can be charged interest and are accounted for in the Tax Collection Office. Applicants file on a yearly basis as this deferral is based on household income that can fluctuate year to year. North Smithfield has such a program that has benefited many older low-income property owners.

4- Reverse Mortgage Options

The Committee considered town-sponsored reverse mortgage options to allow aging residents on a fixed income to stay in their homes as tax rates rise. Since a similar program is being pursued through affordable housing policy, the Committee did not want to interrupt that progress and commends the Council for supporting such efforts.

5- Ensure Exemptions are Stackable

The Committee recommends that eligibility for any exemption should not eliminate the eligibility for another, especially for those that are need-based. *For Example, residents may be eligible for a Homestead Exemption, a Firefighter credit and an age-based senior exemption.*

- 6- The Committee recommends that the Council does not make any changes to commercial properties or businesses in Jamestown. Commercial property tax makes up a fairly small part of tax revenue in Jamestown and the Committee believes it is more important for Jamestown to keep the businesses that are here, especially those that stay open year-round, in town, rather than chase them off with higher taxes.

- 7- Seek greater revenue from fees and leasing of town properties and facilities.

While the committee recognizes that revenue generation from fees and leases may fall outside the charge of this committee, we did discuss it as it directly relates to the need for the town to primarily rely on property taxes for funding. The Committee therefore makes the following recommendations that pertain revenue creation that can offset or supplement revenue from taxes.

- a. Property leases – Avoid long leases with one-sided renewal options that prevent the town from receiving competitive rent for high-value properties. *For Example - golf course, harbors, pier/dock access to commercial operations.*
- b. Facility Use – The Committee commends the Council’s recent increase in rates at Fort Getty at a rate higher than in years past but urges it to continue to look at raising rates especially for non-residents to those similar in surrounding similar communities.
- c. Parking – The Committee recommends that the Council consider instituting online/ap-based paid parking throughout commercial and recreational areas in town both to limit parking congestion by non-residents and bring in revenue for the town. Rather than selling summer beach parking passes to residents the Committee recommends selling annual town parking passes that allow residents to park without additional cost in all commercial and recreational areas in town, all year round. Additionally, the town should increase the cost of beach parking for non-passholders to be commensurate to beach parking prices in Narragansett and Newport.
- d. The Committee recommends that the Council publish the balances of all other funds outside the general fund, which only appear in the town’s audit report, in the annual budget documents for greater transparency and public education of the town’s financial position. (*Example – Golf Course Fund, Harbor Management Fund, etc.*)

The Tax Relief Ad Hoc Committee strongly believes that Jamestown’s tax policies and exemptions are not only a necessary tool to provide resources to maintain and manage the town, but also a means to incentivize or influence desired behavior or outcomes in the community. We believe that the slate of recommendations provided does just that while meeting the goals and priorities for our community laid out at the beginning of this report. While the charge of the Committee is complete, we stand ready to answer your questions and support you as you move to the next phase of implementation of any or all of these recommendations.

The Jamestown Ad Hoc Tax Relief Committee - Erik Brine, JD Coleman, David Dolce, Michelle Estephan-Owen, Robert Raymond, Edward Ross, Beth Smith

Board of Canvassers Attendance Report - 2023

	1/12/2023	5/15/2023	6/28/2023	7/6/2023	7/17/2023	7/21/2023
Carol Nelson-Lee (D)	P	P	P	P	P	P
Kenneth Newman (D)	A	P	P	P	P	P
Hugh Murphy (R)	P	P	A	P	P	P
Katherine Wineberg (D) Alt.	A	P	A	A	A	A
Linda Jamison (R Alt.	A	A	P	A		
Jennifer Thran (R) Alt						

	8/11/2023	8/15/2023	8/17/2023	9/1/2023	9/5/2023	9/15/2023
Carol Nelson-Lee (D)	P	P	P	P	P	P
Kenneth Newman (D)	P	P	A	P	P	P
Hugh Murphy (R)	A	A	P	P	P	A
Katherine Wineberg (D) Alt.	A	A	A	A	P	A
Linda Jamison (R Alt.						
Jennifer Thran (R) Alt						
				CD1 Primary		

	10/17/2023	11/1/2023	11/7/2023	11/8/2023
Carol Nelson-Lee (D)	P	P	P	A
Kenneth Newman (D)	A	P	P	P
Hugh Murphy (R)	P	P	P	P
Katherine Wineberg (D) Alt.	P	A	P	P
Linda Jamison (R Alt.				
Jennifer Thran (R) Alt		A	P	P
			CD1 Election	

Trainings				
	8/15/2023	8/24/2023	10/24/2023	12/11/2023
Carol Nelson-Lee (D)	P	A		P
Kenneth Newman (D)	A	A		P
Hugh Murphy (R)	A	A		A- Completed 1/13/2024
Katherine Wineberg (D) Alt.	A	A		A- Completed 2/5/2024
Linda Jamison (R Alt.				
Jennifer Thran (R) Alt			P	A- Completed 1/26/2024
	Poll Worker Training - Supervisor	Poll Worker Training - Mod/Clerk	Poll Worker Training - Supervisor	Signature Verification Training

P = Present
A = Absent



Final Report

for DEM Division of Environmental Management Division of Forest Management
Urban and Community Forest Grant #20-DG-182
to the
Town of Jamestown, RI
Conducting a Public Tree Inventory Program in Jamestown



Jamestown Tree Preservation and Protection Committee
James Simmons, Chair / Richard Kingsley, Vice-Chair / Beth Herman, Secretary
February 2024

Final Report for DEM Division of Environmental Management Division of Forest Management – Urban and Community Forest grant #20-DG-182 to the town of Jamestown, RI

Conducting a Public Tree Inventory Program in Jamestown

This document is a final report to the RI Department of Environmental Management Division of Forest Management, which in 2021 generously awarded a grant to the Town of Jamestown, RI for the purpose of conducting an inventory of all trees located on property controlled by the town.

1) Overview, implementation, and results of the project.

The original purpose of the grant was for the Jamestown Tree Preservation and Protection Committee (Jamestown Tree Committee) to conduct an inventory of town trees during the 2022 year. Due to complications of the pandemic, RIDEM graciously amended the end-date to be August 31, 2023. Thus, this task was accomplished during the Fall of 2022 and the first half of 2023.

It was determined that a “town tree” was one situated on town property, such as in town-owned parks, on public school property, on property surrounding town facilities (e.g. the Library), on public right-of-ways to Narragansett Bay, and on along-road right-of-ways (e.g. up to ten feet in from the road edge).

The inventory of town trees was accomplished using a Filemaker database program using a version of The Urban Forest Metrix program called The Accessible Urban Tree Inventory program (AUTI) running on an Apple iPad. Four hundred and fifty trees have been visited and described by volunteers from the Jamestown Tree Committee, grade school and high school students, and with help from the Jamestown Tree Warden. The characteristics recorded were the species of tree, its size (measured by its trunk diameter at breast height or DBH), its location (latitude, longitude, nearby street address), its condition (good, fair, poor, dead, removed – and see Figure 1 and Table 1), and any notes regarding conflicts (utility lines), or needed maintenance (pruning). The inventory database can now be searched in any manner to identify the characteristics of any single town tree or any multiple number of town trees. Table 2 describes the types and number of trees located on town property that has been surveyed.

The town of Jamestown is home to a diverse variety and large number of trees (Table 2). This fact adds to the livability of our residents and provides huge benefits to the beauty and sustainability of our environment. We found that by far the most prevalent tree was the red maple (*Acer rubrum*) (see Table 2). Many of these trees have been planted. This is not surprising considering the beauty of these trees especially in the Spring and Fall

(red seeds and foliage), and the fact that it has been designated as the “Rhode Island state tree”. In addition, we found that there are several other species we feel are easily reproduced and spread (some would call them “invasive”). These are: Norway maple (*Acer Norway*), eastern redcedar (*Juniperus virginiana*), black cherry (*Prunus serotina*), Butternut (*Juglans cinerea*), and English oak (*Quercus robur*). Thus, these abundant “invasive” species probably should not be planted with any effort.

The future of this inventory will be to continue it and keep it as a reference searchable at any time and by any characteristic. Although most of the town property has been visited for the purpose of inventorying trees (see Figure 2), there still exists portions of the town that need to be visited. This task is ongoing and we plan to identify other parts of the town to be visited on a yearly basis. For example: in September and October of 2023 we plan to survey roads south of Hamilton Avenue (Beavertail Road, Highland Drive, Walcott Avenue, etc.), and the Golf Course. In the Spring and early Summer of 2024 we plan to survey remaining unvisited roads and town property north of Narragansett Avenue. Thus, in a year, we expect the entire town will be visited and all of its trees described.

2) Recommendations to the Town of Jamestown for maintenance, pruning, and removal of the inventoried trees.

We found that a number of trees are dead and should be removed (Figure 1 and Table 1). Also, a number are in “poor” condition and could be pruned, removed, or replaced. The inventory database can be easily searched for these trees.

3) Recommendations to the Town of Jamestown for future plantings.

In general, the Committee recommends that fewer exotic Asian species and more native species of trees be planted because we believe our wildlife, pollinators, and citizens will benefit more from the planting of native species. However, we defer to the judgment of the Jamestown Tree Warden regarding this recommendation.

There is a large empty tree pit in front of 47 Conanicus Avenue (East Ferry Deli) in which a tree should be planted. There are several indentations in the stone wall on North Main Road near the town reservoir that should also contain trees.

The planting of new trees should be contemplated along well-traveled roads, e.g. Beavertail Road, Southwest Avenue, Conanicus Avenue, Walcott Avenue, North Main Road, and East Shore Road.

Narragansett Avenue: This street is the main street in Jamestown. Along Narragansett Avenue, some zelkova trees should be replaced with trees that might have fewer conflicts with overhead utility lines.

4) Notification to the Town of Jamestown regarding a budget and timeline for implementing maintenance and planting of trees.

<u>Description of work</u>	<u>Possible timing</u>	<u>Estimated cost to DPW</u>
Planting of tree in tree pit in front of 47 Conanicus Avenue with supervision from tree warden and director of Jamestown DPW	Fall 2023	\$250
Planting of trees west of the town reservoir (stone wall indentations) with supervision from tree warden and director of Jamestown DPW	Fall 2023	\$750
Removal of several dead trees See the inventory - under supervision of tree warden and the director of Jamestown DPW	Winter 2023-24	\$0
Pruning of trees rated as "poor" in tree inventory and under supervision of tree warden and director of Jamestown DPW	Spring-Summer 2024	\$0

5) Budget and reimbursement:

See attached

6) How this report is to be distributed and made publicly available

This report will be distributed to the public in several ways:

- a) A PDF version will be placed on the Town Tree Committee web site (www.Jamestowntree.org)
- b) A PDF version will be placed on the Town web site (www.Jamestownri.org)
- c) Printed versions of this report will be available (via mail) to the public for any resident who asks the Town Clerk or any member of the Tree Committee for a copy.

Also, additional copies of this report will be provided to the Town Administrator, the director of public works, the tree warden, and every member of the town council.

Tree Condition

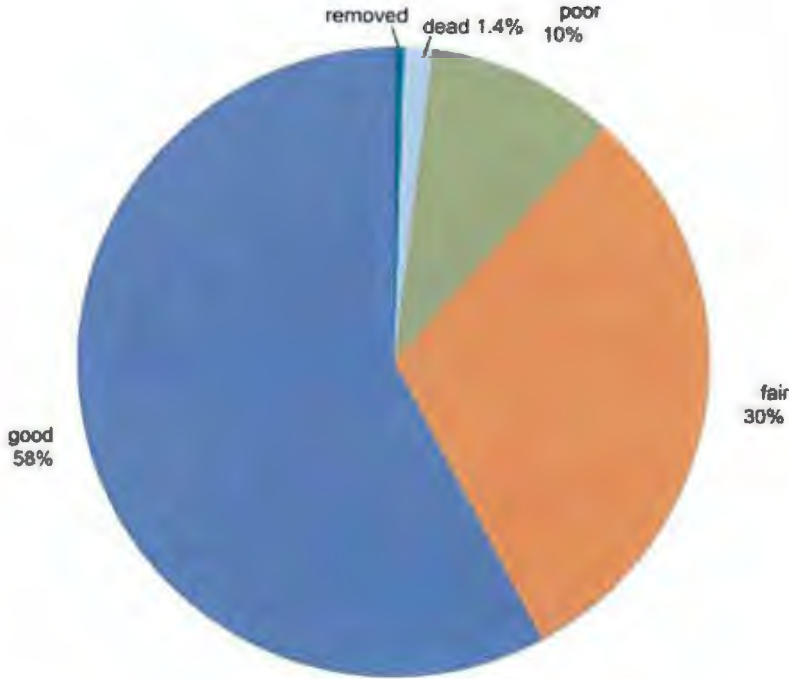


Figure 1: Relative conditions of Jamestown trees.

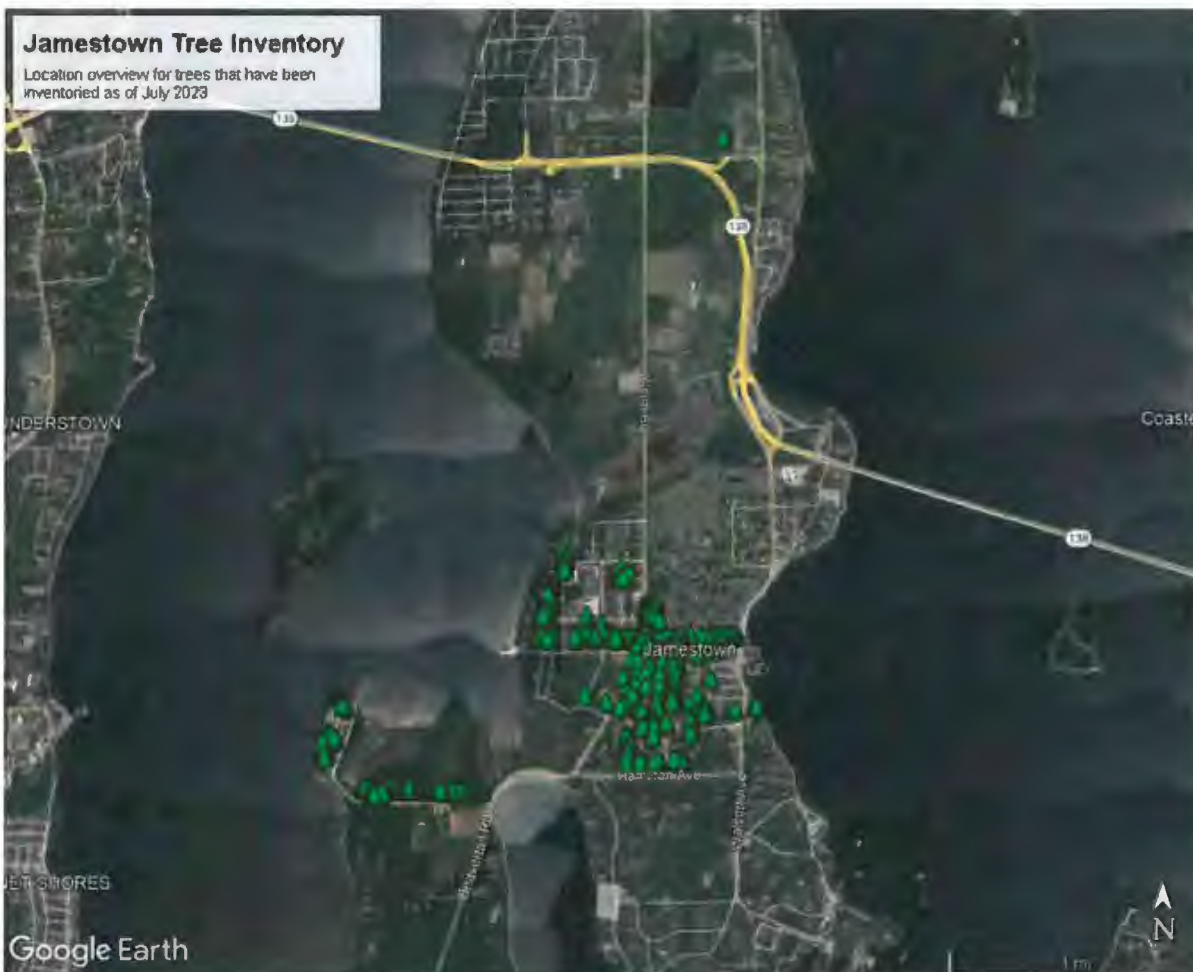


Figure 2: Map of Jamestown, RI using the Google Earth program showing trees Already inventoried. Note: 1) 450 trees have been visited and described in the most densely populated portion of the town; 2) trees on town-owned property south of Hamilton Ave will be inventoried during the Fall of 2023; 3) trees on town-owned property north of Narragansett Ave will be inventoried during the Spring of 2024.

Table 1: Jamestown trees dead, or in poor condition.

Common name	DBH	Lat deg N	Long deg E	Condition	Address
maple species	14	41.495610000	-71.373140000	1 dead	St. Mathew's Church West Street
cherry black		41.487437000	-71.395155000	1 dead	1003 Fort Getty Rd
cherry black		41.487416000	-71.394600000	1 dead	1003 Fort Getty Rd
cherry black		41.487436000	-71.394279000	1 dead	1003 Fort Getty Rd
maple Norway	7.6	41.487291000	-71.388690000	1 dead	Ft Getty Rd south side
Unknown		41.497775000	-71.374443000	1 dead	Library
cherry Jap. Flowr.	2	41.496304323	-71.372259075	2 poor	68 Narragansett Ave
maple red	2	41.496333991	-71.371846358	2 poor	70 Narragansett Ave
eastern redcedar	8.25	41.527426000	-71.368450000	2 poor	Jamestown
eastern redcedar	8.9	41.526721000	-71.368544000	2 poor	Jamestown
cherry black		41.496276211	-71.375280710	2 poor	116 Narragansett Ave
Zelkova	6.7	41.496317422	-71.378567819	2 poor	160 Narragansett Ave
maple Norway	30.5	41.496231036	-71.379165951	2 poor	170 Narragansett Ave
eastern redbud	13	41.494961012	-71.372430874	2 poor	22 Howland Ave
maple Norway	6	41.497409300	-71.382646100	2 poor	26 Ocean Ave
cherry black	14	41.497787800	-71.382572000	2 poor	26 Ocean Ave
cherry black	14.3	41.496608900	-71.379213300	2 poor	8 Washington Street
maple Norway	8.6	41.497573000	-71.382439000	2 poor	26 Ocean Ave
maple red	12.4	41.494829000	-71.375775000	2 poor	Southwest Avenue
cherry black	40.7	41.490480000	-71.373990000	2 poor	98 Cole Street
linden species	18.5	41.492370000	-71.373690000	2 poor	56 Cole Street
eastern redcedar	24	41.405136000	-71.373166000	2 poor	5 Cole Street
Apple	12	41.494004000	-71.373501000	2 poor	24 Cole Street
spruce white	13	41.495411000	-71.373590000	2 poor	15 West Street
walnut black	24	41.494980000	-71.375400000	2 poor	27 Southwest Ave
eastern redcedar	30	41.492242000	-71.365812000	2 poor	10 High St
maple Norway	11.4	41.492288000	-71.365839000	2 poor	10 High St
fir balsam	3.18	41.492238000	-71.365741000	2 poor	10 High St
Douglas-fir	3.18	41.492223000	-71.365858000	2 poor	10 High St
maple Norway	36.6	41.492101000	-71.376548000	2 poor	5 Pleasant View Ave
maple red	30	41.491851000	-71.374794000	2 poor	66 Columbia Ave
maple Norway	19	41.494172000	-71.374309000	2 poor	21 Columbia Ave
eastern redcedar	3.8	41.489592000	-71.375875000	2 poor	89 Clarke St
maple Norway	4.7	41.489481253	-71.375980528	2 poor	102 Clarke St
eastern redcedar	11.4	41.489114000	-71.374890000	2 poor	102 Hamilton Ave,
eastern redcedar	10.8	41.489095000	-71.374869000	2 poor	102 Hamilton Ave
cherry black	5.7	41.487424000	-71.396320000	2 poor	Jamestown
cherry black	20	41.487438000	-71.395904000	2 poor	Jamestown
cherry black	7	41.487409000	-71.394504000	2 poor	1003 Fort Getty Rd,
maple red	2	41.487344000	-71.392594000	2 poor	1003 Fort Getty Rd
cherry black	7.3	41.487426000	-71.391920000	2 poor	Ft Getty Rd north side

Table 1 continued

maple Norway	14	41.487378000	-71.390741000	2 poor	Ft Getty Rd north side
maple Norway	11	41.487198000	-71.388642000	2 poor	Ft Getty Rd south side
zelkova	11	41.496216000	-71.369848000	2 poor	Narragansett Ave south side
zelkova	10	41.496277000	-71.369717000	2 poor	Narragansett Ave south side
zelkova	12	41.496435000	-71.368995000	2 poor	24 Narragansett Ave north side
zelkova	20	41.496333000	-71.369193000	2 poor	28 Narragansett Ave north side

Table 2: Distribution of trees in the Jamestown, RI inventory

Tree name	# of trees	% of total
maple red	79	18
maple Norway	62	14
eastern redcedar	42	9
zelkova	34	8
cherry black	26	6
maple sugar	15	3
American sycamore	14	3
linden species	14	3
dogwood kousa	12	3
pear Callery	9	2
cherry Japanese flowering	8	2
maple silver	8	2
Apple common	7	2
arborvitae species	7	2
Unknown	6	1
oak pin	5	1
spruce Norway	5	1
beech American	4	1
crabapple species	4	1
dogwood flowering	4	1
Katsuratree	4	1
maple Japanese	4	1
oak laurel	4	1
magnolia saucer	3	1
magnolia species	3	1
oak English	3	1
beech European	2	<1
cedar Japanese	2	<1
cherry species	2	<1
elm American	2	<1
elm lacebark	2	<1
ginkgo	2	<1
hawthorn Washington	2	<1
holly American	2	<1
honeylocust thornless	2	<1
London planetree	2	<1
magnolia star	2	<1

Table 2: continued

oak black	2	<1
spruce blue	2	<1
spruce species	2	<1
tree lilac Japanese	2	<1
tuliptree	2	<1
tupelo	2	<1
ash white	1	<1
birch grey	1	<1
birch species	1	<1
black locust	1	<1
cedar species	1	<1
dawn redwood	1	<1
dogwood species	1	<1
Douglas-fir	1	<1
eastern redbud	1	<1
fir balsam	1	<1
holly species	1	<1
hornbeam American	1	<1
hornbeam European	1	<1
horsechestnut	1	<1
juniper common	1	<1
magnolia sweetbay	1	<1
maple paperbark	1	<1
maple species	1	<1
oak northern red	1	<1
oak scarlet	1	<1
oak white	1	<1
Pagodatree Japanese	1	<1
pine species	1	<1
sassafras	1	<1
sourwood	1	<1
spruce white	1	<1
stewartia Japanese	1	<1
walnut black	1	<1
willow pussy	1	<1
willow species	1	<1
Yew canada	1	<1

GRANT AGREEMENT

between the

Rhode Island Department of Environmental Management
Division of Forest Environment
235 Promenade Street
Providence, Rhode Island 02908

and

Town of Jamestown
93 Narragansett Ave
Jamestown, Rhode Island 02835

In the Amount of:

\$3,000.00

Urban & Community Forestry Grant 20-DG-182

For the Period of:

May 1, 2021 – August 31, 2022

For the Purpose of

Conducting a Public Tree Inventory Program in Jamestown



State Of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

Standard Purchase Order
3727949, 0

V E N D O R	TOWN OF JAMESTOWN 93 NARRAGANSETT AVE JAMESTOWN, RI 02835-1149 United States
----------------------------	---

Purchase Order Number	3727949
Revision Number	0
Reference Contract Number	
PO Date	25-JUN-2021
Approved PO Date	25-JUN-2021
Buyer	Grants, *

S H I P T O	DEM-DIVISION OF FOREST ENVIRONMENT 235 PROMENADE STREET, SUITE 394 PROVIDENCE, RI 02908 United States
----------------------------	--

Type of Requisition	GRANTS
Requisition Number	1709412
Change Order Requisition Number	
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Vendor Number	2680
Requester Name	Aiello, Debra A
Work Telephone	401-222-2445

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/pact/220-30-00-13>

Reference Documents: 1709412 GR Agreement.pdf

PO DESCRIPTION: COOP AGREEMENT BETWEEN DEM FORESTRY AND TOWN OF JAMESTOWN - PROMOTING URBAN CARE MANAGEMENT

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
1		DA FY21 COOPERATIVE AGREEMENT BETWEEN DEM FORESTRY AND TOWN OF JAMESTOWN FOR THE PURPOSE OF PROMOTING URBAN CARE MANAGEMENT	3000	Each	1	3,000.00
Total: 3,000.00 (USD)						

INVOICE TO

IMMEDIATE VENDOR ACTION REQUIRED:

Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :

http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf

REGISTRATION REQUIREMENTS

IMMEDIATE VENDOR ACTION REQUIRED:

ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :

<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

STATE PURCHASING AGENT

Nancy R. McIntyre
Nancy R McIntyre

**Rhode Island Urban & Community Forestry Grant Program
REQUEST FOR REIMBURSEMENT**

PO # 20-DG-182

Contract start date: May 1, 2021

Date Invoice Submitted to DFE: 8/09/2023

<p>Town of Jamestown</p> <hr/> <p>Grantee Name 056000202</p> <hr/> <p>Federal Tax ID Number (FEIN)</p> <hr/> <p><u>REMIT TO ADDRESS:</u></p> <p>93 Narragansett Avenue</p> <hr/> <p>Street or PO Box Number Jamestown RI 02835</p> <hr/> <p>City / State / Zip</p>	<p><u>Reimbursement Request</u></p> <p>A. Federal Funds Requested for Reimbursement \$ <u>1,866.05</u></p> <p><u>Grantee Match</u></p> <p>B. Cash Match \$ <u>4,331.25</u></p> <p>C. In-Kind Match \$ <u>4,331.25</u></p> <p>Total Match (B+C) \$ <u>6,197.30</u> (must equal or exceed reimbursement request amount)</p> <p><u>TOTAL PROJECT COST</u> \$ <u>6,197.30</u> (A+B+C)</p>
<p><u>For RIDEM-DFE Official Use Only</u></p> <p>Payment Approved by: _____ Date: _____</p> <p>Amount Awarded: \$ _____ Amount Reimbursed: \$ _____</p>	

Grantee Certification: I certify that this request for reimbursement of funds is in accordance with the terms and conditions of the Rhode Island Urban & Community Forestry Grant Program and the rules and regulations set forth by the USDA Forest Service and the United States Office of Management and Budget. I also certify that matching requirements have been met and sufficient documentation exists in our files and are available upon request, or in the event of an audit. I also certify that all data and accomplishments reported are correct.

Beth M. Herman

Print Name of Authorized Representative
Secretary, Jamestown Tree Committee

Title of Authorized Representative

Signature of Authorized Representative

Instructions

1. Attach copies of documentation for grant expenses: receipts, paid invoices, front and back of cancelled checks, credit card or bank statements, payroll records, etc. **for grant expenses and for match items.**
2. Keep a copy of everything submitted.
3. All project records, including financial records, must be maintained for 5 years beyond project completion.

08/09/2023

Date

Town of Jamestown

Finance Department

Town Hall

93 Narragansett Avenue

Jamestown, Rhode Island 02835-1199

401-423-9809 Fax 401-423-7229

Email: ccollins@jamestownri.net



Christina D. Collins
Finance Director

MEMORANDUM

TO: Edward A. Mello, Town Administrator

FROM: Christina D. Collins, Finance Director

A handwritten signature in black ink, appearing to be "Christina D. Collins", is written over the "FROM:" line.

DATE: February 16, 2024

SUBJECT: Budget to Actual- Town General Fund

Attached is the Budget to Actual report for the Fiscal Year 2024. The report contains the expenses that have been paid through January 31, 2024.

Please do not hesitate to contact me with any questions or concerns.

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 1/31/2024

Run: 2/16/2024 at 9:52 AM

	Annual Budget	P-T-D Actual	Y-T-D Actual	Remaining \$	% of Budget
1100 7001 70101 00 Salaries	13,800.00	0.00	6,900.00	6,900.00	50.00
1100 7001 70302 00 Fees And Supplies	500.00	0.00	117.32	382.68	23.46
1100 7001 70305 00 Advertising	750.00	0.00	666.00	84.00	88.80
Town Council Expenses	15,050.00	0.00	7,683.32	7,366.68	51.05
1100 7002 70101 00 Salary, Town Administrator	123,000.00	9,846.16	80,029.40	42,970.60	65.06
1100 7002 70102 00 Salary, Clerical	70,700.00	5,438.40	39,428.42	31,271.58	55.77
1100 7002 70302 00 Fees And Supplies	2,500.00	137.30	2,644.69	(144.69)	105.79
1100 7002 70303 00 Travel Expenses	5,000.00	350.00	2,450.00	2,550.00	49.00
Town Administrator Expenses	201,200.00	15,771.86	124,552.51	76,647.49	61.90
1100 7003 70101 00 Salaries	5,636.00	433.48	3,251.10	2,384.90	57.68
1100 7003 70302 00 Fees And Supplies	1,200.00	(272.13)	(520.64)	1,720.64	(43.39)
Probate Court Expenses	6,836.00	161.35	2,730.46	4,105.54	39.94
1100 7004 70101 00 Salaries	5,234.00	0.00	2,434.25	2,799.75	46.51
1100 7004 70102 00 Salary, Clerical	1,878.00	0.00	0.00	1,878.00	0.00
1100 7004 70103 00 Salaries, Moderator & Sergeant	1,450.00	0.00	647.36	802.64	44.65
1100 7004 70104 00 Election Supervisors	7,922.00	0.00	5,650.50	2,271.50	71.33
1100 7004 70112 00 Election - OT	1,326.00	0.00	295.62	1,030.38	22.29
1100 7004 70302 00 Fees And Supplies	3,250.00	30.00	3,014.69	235.31	92.76
1100 7004 70305 00 Advertising And Printing	700.00	0.00	607.50	92.50	86.79
Election and Town Meeting Expenses	21,760.00	30.00	12,649.92	9,110.08	58.13
1100 7005 70201 00 Professional Services - Legal	125,000.00	7,175.00	57,187.00	67,813.00	45.75
Legal Expenses	125,000.00	7,175.00	57,187.00	67,813.00	45.75
1100 7006 70101 00 Salaries	76,011.00	5,843.10	43,823.25	32,187.75	57.65
1100 7006 70102 00 Salary, Clerical	114,173.00	8,073.00	94,024.26	20,148.74	82.35
1100 7006 70104 00 Clerk - OT	540.00	0.00	707.22	(167.22)	130.97
1100 7006 70302 00 Fees, Supplies & Dues	29,000.00	809.96	18,738.72	10,261.28	64.62
100 7006 70305 00 Advertising	3,800.00	0.00	(12.00)	3,812.00	(0.32)
Clerks And Records Expenses	223,524.00	14,726.06	157,281.45	66,242.55	70.36
1100 7007 70101 00 Salaries	96,694.00	6,809.92	59,239.69	37,454.31	61.27
1100 7007 70102 00 Salary, Clerical	40,170.00	3,090.01	22,402.55	17,767.45	55.77
1100 7007 70201 00 Planning Commission	7,000.00	0.00	0.00	7,000.00	0.00
1100 7007 70302 00 Fees, Supplies & Dues	4,500.00	97.07	1,548.21	2,951.79	34.40
Planning Expenses	148,364.00	9,997.00	83,190.45	65,173.55	56.07
1100 7008 70201 00 Salaries, Zoning Board	8,000.00	0.00	1,300.00	6,700.00	16.25
1100 7008 70302 00 Fees, Supplies & Dues	2,500.00	(340.91)	2,011.01	488.99	80.44
Zoning Expenses	10,500.00	(340.91)	3,311.01	7,188.99	31.53
1100 7009 70900 00 Social Security Tax	361,550.00	26,912.20	197,141.57	164,408.43	54.53
1100 7009 70901 00 Blue Cross/Delta Dental	702,712.00	35,340.77	330,196.99	372,515.01	46.99
1100 7009 70902 00 Worker's Compensation	85,000.00	4,977.00	4,977.00	80,023.00	5.86
1100 7009 70903 00 Retirement System	350,000.00	10,033.68	145,778.76	204,221.24	41.65
1100 7009 70906 00 Life Insurance	12,320.00	902.96	6,702.68	5,617.32	54.40
1100 7009 70907 00 General Liability Insurance	110,000.00	2,500.00	2,500.00	107,500.00	2.27
1100 7009 70910 00 Salary Adjustment	53,500.00	0.00	0.00	53,500.00	0.00
1100 7009 70912 00 OPEB	25,000.00	0.00	0.00	25,000.00	0.00
1100 7009 70920 00 Police Retiree Health	104,550.00	9,693.60	67,265.00	37,285.00	64.34
Personnel Expenses	1,804,632.00	90,360.21	754,562.00	1,050,070.00	41.81
1100 7010 70100 00 Salary, Finance Director	119,566.00	8,399.46	73,369.29	46,196.71	61.36
1100 7010 70101 00 Salaries- Dep. Tax Collector	83,181.00	5,811.00	42,129.77	41,051.23	50.65
1100 7010 70201 00 Professional Services	21,000.00	1,294.44	11,491.92	9,508.08	54.72
1100 7010 70302 00 Fees, Supplies & Dues	22,000.00	272.22	4,582.86	17,417.14	20.83
Finance Expenses	245,747.00	15,777.12	131,573.84	114,173.16	53.54
1100 7011 70101 00 Salaries	85,327.00	6,408.12	50,082.88	35,244.12	58.70
1100 7011 70302 00 Fees, Supplies, Dues	13,880.00	579.07	9,211.08	4,668.92	66.36
1100 7011 70305 00 Advertising	900.00	0.00	225.00	675.00	25.00
Tax Assessor Expenses	100,107.00	6,987.19	59,518.96	40,588.04	59.46
1100 7012 70201 00 Professional Services	25,000.00	1,750.00	27,300.00	(2,300.00)	109.20
Audit of Accounts Expenses	25,000.00	1,750.00	27,300.00	(2,300.00)	109.20
1100 7013 70201 00 IT- Consultant	60,000.00	2,670.00	45,225.00	14,775.00	75.38
1100 7013 70303 00 Software	50,000.00	6,399.15	50,198.13	(198.13)	100.40
Total Expenses	110,000.00	9,069.15	95,423.13	14,576.87	86.75

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 1/31/2024

Run: 2/16/2024 at 9:52 AM

	Annual Budget	P-T-D Actual	Y-T-D Actual	Remaining \$	% of Budget
1100 7030 70302 00 EMA- SUPPLIES	7,500.00	0.00	1,225.00	6,275.00	16.33
EMA Expenses	7,500.00	0.00	1,225.00	6,275.00	16.33
1100 7031 70100 00 Salary, Police Chief	116,402.00	8,000.00	36,000.00	80,402.00	30.93
1100 7031 70101 00 Salaries - Police	939,003.00	75,743.77	634,525.58	304,477.42	67.57
1100 7031 70102 00 Police Longevity	68,680.00	0.00	31,908.75	36,771.25	46.46
1100 7031 70103 00 Police Benefits	57,396.00	13,586.94	43,945.29	13,450.71	76.57
1100 7031 70104 00 Police - OT	185,000.00	18,860.88	124,606.72	60,393.28	67.35
1100 7031 70105 00 Police Retirement	300,000.00	0.00	0.00	300,000.00	0.00
1100 7031 70111 00 Salary - Dispatch/Admin/Seasonal	228,364.00	14,385.33	111,695.22	116,668.78	48.91
1100 7031 70112 00 Dispatch, Longevity	12,432.00	0.00	5,083.52	7,348.48	40.89
1100 7031 70113 00 Dispatch - Benefits	13,148.00	2,407.03	8,039.87	5,108.13	61.15
1100 7031 70114 00 Dispatch - OT	25,000.00	5,421.96	34,760.56	(9,760.56)	139.04
1100 7031 70302 00 Fees & Supplies	21,000.00	832.85	9,004.61	11,995.39	42.88
1100 7031 70303 00 Computer Maintenance	24,200.00	120.00	24,255.69	(55.69)	100.23
1100 7031 70307 00 Building Maintenance	5,000.00	92.00	3,022.21	1,977.79	60.44
1100 7031 70308 00 Vehicle Insurance	9,017.00	0.00	0.00	9,017.00	0.00
1100 7031 70309 00 Telephone	12,500.00	423.19	5,524.01	6,975.99	44.19
1100 7031 70310 00 Personal Equipment	2,500.00	769.36	4,762.95	(2,262.95)	190.52
1100 7031 70311 00 Maintenance Of Uniforms	30,150.00	0.00	1,958.51	28,191.49	6.50
1100 7031 70312 00 Ammunition And Supplies	3,500.00	0.00	2,256.00	1,244.00	64.46
1100 7031 70313 00 Maintenance Of Police Cars	15,000.00	245.18	8,452.97	6,547.03	56.35
1100 7031 70314 00 Gas & Tires	23,000.00	2,191.65	17,211.41	5,788.59	74.83
1100 7031 70315 00 Training Of Members	15,000.00	312.80	5,012.00	9,988.00	33.41
1100 7031 70317 00 Maintenance Of Radio System	3,500.00	0.00	2,020.48	1,479.52	57.73
1100 7031 70318 00 Equipment	5,000.00	595.18	925.18	4,074.82	18.50
1100 7031 70322 00 Dispatch Uniforms	2,000.00	0.00	1,500.00	500.00	75.00
Police Protection Expenses	2,116,792.00	143,988.12	1,116,471.53	1,000,320.47	52.74
1100 7032 70100 00 Fire Chief/Fire Inspector	71,490.00	5,538.80	41,541.00	29,949.00	58.11
1100 7032 70101 00 Fire Inspector/Clerk	18,720.00	0.00	0.00	18,720.00	0.00
1100 7032 70102 00 Stipend, Deputy Fire Chief	6,000.00	0.00	0.00	6,000.00	0.00
1100 7032 70103 00 Stipend - Fire Inspector	31,200.00	3,840.00	24,443.80	6,756.20	78.35
1100 7032 70104 00 Fire Dept. Incentive Program	75,000.00	14,400.00	37,072.45	37,927.55	49.43
1100 7032 70105 00 Equip/Safety Maint. - Per Diem	26,000.00	2,000.00	19,143.80	6,856.20	73.63
1100 7032 70201 00 Service Cleaning Contract	6,720.00	559.00	3,913.00	2,807.00	58.23
1100 7032 70302 00 Fees And Supplies	9,200.00	989.36	13,772.74	(4,572.74)	149.70
1100 7032 70308 00 Vehicle Insurance	68,000.00	0.00	5,164.00	62,836.00	7.59
1100 7032 70309 00 Telephone	10,000.00	465.23	4,881.97	5,118.03	48.82
1100 7032 70313 00 Maintenance Of Fire Apparatus	35,000.00	1,931.36	30,834.44	4,165.56	88.10
1100 7032 70314 00 Gas, Tires & Oil	13,000.00	691.40	7,415.53	5,584.47	57.04
1100 7032 70315 00 Training Of Members	7,000.00	0.00	977.80	6,022.20	13.97
1100 7032 70317 00 Maintenance Of Radio System	5,500.00	700.00	1,741.00	3,759.00	31.65
1100 7032 70321 00 Electricity	18,000.00	0.00	8,974.02	9,025.98	49.86
1100 7032 70323 00 Oxygen & Air Packs	4,500.00	0.00	3,690.27	809.73	82.01
1100 7032 70324 00 Water	1,600.00	351.32	700.04	899.96	43.75
1100 7032 70325 00 Fire Equipment	17,000.00	0.00	15,679.98	1,320.02	92.24
1100 7032 70326 00 Fire Ext. Agent	2,500.00	0.00	142.92	2,357.08	5.72
1100 7032 70343 00 Heating	14,000.00	1,169.60	3,749.97	10,250.03	26.79
1100 7032 70344 00 Repairs And Maintenance	13,500.00	285.00	10,218.76	3,281.24	75.69
1100 7032 70399 00 Subscriptions & Journals	425.00	0.00	0.00	425.00	0.00
1100 7032 70900 00 Social Security Tax	11,277.00	0.00	0.00	11,277.00	0.00
1100 7032 70903 00 Fire Chief - Benefit	7,149.00	0.00	0.00	7,149.00	0.00
Fire Protection Expenses	472,781.00	32,921.07	234,057.49	238,723.51	49.51
1100 7033 70102 00 Salary, EMS Director	0.00	4,620.00	4,620.00	(4,620.00)	0.00
1100 7033 70103 00 Stipend - Medical Director	12,000.00	0.00	6,000.00	6,000.00	50.00
1100 7033 70104 00 ALS - Per Diem	397,200.00	25,375.00	203,123.00	194,077.00	51.14
1100 7033 70105 00 EMS Incentive Program	77,800.00	12,977.50	28,000.00	49,800.00	35.99
1100 7033 70106 00 EMT INSTRUCTORS	0.00	(15,383.18)	(15,383.18)	15,383.18	0.00
1100 7033 70302 00 Fees And Supplies	6,800.00	411.62	7,782.61	(982.61)	114.45
1100 7033 70308 00 Vehicle Insurance	31,460.00	0.00	0.00	31,460.00	0.00
1100 7033 70311 00 Maintenance Of Uniforms	8,000.00	0.00	656.00	7,344.00	8.20
1100 7033 70313 00 Maintenance of Vehicles	9,000.00	0.00	4,175.91	4,824.09	46.40
1100 7033 70315 00 Training Of Members	14,500.00	0.00	12,475.42	2,024.58	86.04
1100 7033 70330 00 EMS Building	6,000.00	487.58	1,152.81	4,847.19	19.21
1100 7033 70333 00 Ambulance Medical	20,000.00	1,409.21	15,655.08	4,344.92	78.28
1100 7033 70900 00 Social Security Tax	32,802.00	3,174.27	22,592.14	10,209.86	68.87
EMS Expenses	615,562.00	33,072.00	290,849.79	324,712.21	47.25
1100 7034 70101 00 Salary - Building Inspector	88,580.00	7,093.84	51,383.80	37,196.20	58.01
1100 7034 70102 00 Salary, Clerical	31,159.00	2,176.80	19,090.18	12,068.82	61.27
1100 7034 70103 00 Salary - Zoning Enforcement	15,000.00	560.00	840.00	14,160.00	5.60

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 1/31/2024

Run: 2/16/2024 at 9:52 AM

	Annual Budget	P-T-D Actual	Y-T-D Actual	Remaining \$	% of Budget
1100 7034 70117 00 Salary, Electrical Inspector	11,500.00	958.33	6,908.31	4,591.69	60.07
1100 7034 70118 00 Salary, Plumbing Inspector	5,750.00	479.16	3,604.54	2,145.46	62.69
1100 7034 70119 00 Salary, Mechanical Inspector	5,750.00	479.16	3,114.54	2,635.46	54.17
1100 7034 70302 00 Supplies And Expenses	5,250.00	60.73	1,624.49	3,625.51	30.94
1100 7034 70303 00 E-PERMITTING	10,000.00	0.00	0.00	10,000.00	0.00
1100 7034 70328 00 Hydrant Rental	170,000.00	0.00	0.00	170,000.00	0.00
Protection Services Expenses	342,989.00	11,808.02	86,565.86	256,423.14	25.24
1100 7041 70101 00 Salaries	69,395.00	4,485.80	34,051.71	35,343.29	49.07
1100 7041 70302 00 Fees And Supplies	1,000.00	0.00	92.90	907.10	9.29
Public Works Administration Expenses	70,395.00	4,485.80	34,144.61	36,250.39	48.50
1100 7042 70101 00 Salaries	49,861.00	3,709.44	26,893.44	22,967.56	53.94
1100 7042 70103 00 Intern	15,000.00	0.00	2,881.00	12,119.00	19.21
1100 7042 70302 00 Fees And Supplies	1,200.00	69.13	331.86	868.14	27.66
Engineering Expenses	66,061.00	3,778.57	30,106.30	35,954.70	45.57
1100 7043 70100 00 Salary, Highway Supervisor	82,820.00	6,651.06	45,132.75	37,687.25	54.49
1100 7043 70101 00 Salaries - Public Works	754,559.00	53,499.04	382,828.03	371,730.97	50.74
1100 7043 70104 00 Highway -OT	45,000.00	4,374.83	15,198.13	29,801.87	33.77
1100 7043 70308 00 Vehicle Insurance	19,300.00	0.00	0.00	19,300.00	0.00
1100 7043 70313 00 Upkeep Of Equipment	100,000.00	6,663.86	57,901.25	42,098.75	57.90
1100 7043 70314 00 Oil And Gas	75,000.00	2,665.21	30,176.38	44,823.62	40.24
1100 7043 70330 00 Sand And Gravel	17,000.00	0.00	5,046.70	11,953.30	29.69
1100 7043 70331 00 Cold Patch	13,500.00	0.00	963.20	12,536.80	7.13
1100 7043 70333 00 Other Road Supplies	14,000.00	1,665.02	5,149.10	8,850.90	36.78
1100 7043 70334 00 Equipment Rental	2,500.00	0.00	3,272.66	(772.66)	130.91
1100 7043 70335 00 License - Contractual	6,000.00	0.00	6,000.00	0.00	100.00
1100 7043 70336 00 Clothing	6,000.00	0.00	0.00	6,000.00	0.00
1100 7043 70399 00 Safety And Licensing	5,500.00	0.00	2,735.15	2,764.85	49.73
Highway Expenses	1,141,179.00	75,519.02	554,403.35	586,775.65	48.58
1100 7044 70101 00 Snow Removal - OT	34,000.00	12,345.83	12,345.83	21,654.17	36.31
1100 7044 70337 00 Equipment And Supplies	54,000.00	3,685.38	5,632.86	48,367.14	10.43
Snow Removal Expenses	88,000.00	16,031.21	17,978.69	70,021.31	20.43
1100 7045 70101 00 Salaries	69,589.00	5,621.07	40,983.80	28,605.20	58.89
1100 7045 70104 00 Transfer Station -Sunday OT	7,983.00	0.00	0.00	7,983.00	0.00
1100 7045 70309 00 Telephone	800.00	69.74	413.73	386.27	51.72
1100 7045 70321 00 Electricity	1,400.00	194.28	1,274.82	125.18	91.06
1100 7045 70340 00 Maintenance And Testing	44,000.00	769.95	34,296.36	9,703.64	77.95
1100 7045 70341 00 Transfer And Trucking	410,000.00	28,156.15	208,291.26	201,708.74	50.80
1100 7045 70350 00 Hazardous Waste Recycling	300.00	0.00	0.00	300.00	0.00
Waste Removal Expenses	534,072.00	34,811.19	285,259.97	248,812.03	53.41
1100 7046 70321 00 Electricity	64,000.00	1,791.66	7,026.52	56,973.48	10.98
Street Lighting Expenses	64,000.00	1,791.66	7,026.52	56,973.48	10.98
1100 7047 70101 00 Salaries	10,000.00	0.00	5,075.00	4,925.00	50.75
1100 7047 70302 00 Fees And Supplies	1,800.00	0.00	186.00	1,614.00	10.33
1100 7047 70360 00 Tree Pruning	18,250.00	3,396.00	12,230.96	6,019.04	67.02
1100 7047 70370 00 Purchase Of Trees	5,000.00	0.00	2,743.50	2,256.50	54.87
Tree Warden Expenses	35,050.00	3,396.00	20,235.46	14,814.54	57.73
1100 7048 70342 00 Town Cemetery And Parade	2,500.00	145.00	1,336.68	1,163.32	53.47
Other Public Works Expenses	2,500.00	145.00	1,336.68	1,163.32	53.47
1100 7049 70101 00 Cleaning Contracts	60,000.00	0.00	23,614.58	36,385.42	39.36
1100 7049 70302 00 Supplies	8,000.00	206.18	2,352.42	5,647.58	29.41
1100 7049 70309 00 Telephone	16,000.00	79.17	3,538.23	12,461.77	22.11
1100 7049 70321 00 Electricity	65,000.00	6,451.80	41,733.66	23,266.34	64.21
1100 7049 70324 00 Water	11,000.00	1,119.06	3,936.07	7,063.93	35.78
1100 7049 70343 00 Heating	50,000.00	2,555.23	14,439.64	35,560.36	28.88
1100 7049 70344 00 Repairs And Maintenance	65,000.00	9,914.84	36,222.76	28,777.24	55.73
1100 7049 70375 00 Landscape	9,000.00	0.00	5,124.75	3,875.25	56.94
Public Buildings Expenses	284,000.00	20,326.28	130,962.11	153,037.89	46.11
1100 7060 70456 00 Visiting Nurse/Mental Health	35,000.00	8,000.00	22,000.00	13,000.00	62.86
General Expenses	35,000.00	8,000.00	22,000.00	13,000.00	62.86
1100 7061 70302 00 Fees And Supplies	5,000.00	0.00	0.00	5,000.00	0.00
1100 7061 70306 00 Tick Tack Force	2,500.00	0.00	0.00	2,500.00	0.00
Animal Control Expenses	7,500.00	0.00	0.00	7,500.00	0.00

Budget vs Actual - Expenditures
TOWN OF JAMESTOWN, RI
For 1/31/2024

Run: 2/16/2024 at 9:52 AM

	Annual Budget	P-T-D Actual	Y-T-D Actual	Remaining \$	% of Budget
1100 7065 70101 00 Salaries	66,867.00	4,875.46	40,051.91	26,815.09	59.90
1100 7065 70102 00 Meal Site Aid	28,000.00	2,269.19	16,867.97	11,132.03	60.24
1100 7065 70201 00 Cleaning Contract	9,096.00	793.00	5,411.00	3,685.00	59.49
1100 7065 70202 00 Wellness Coord.	10,000.00	350.00	6,750.00	3,250.00	67.50
1100 7065 70302 00 Fees, Supplies & Dues	4,000.00	597.73	2,775.53	1,224.47	69.39
1100 7065 70305 00 Advertising	2,500.00	0.00	266.00	2,234.00	10.64
1100 7065 70309 00 Telephones	500.00	0.00	45.52	454.48	9.10
1100 7065 70321 00 Electricity	4,500.00	0.00	0.00	4,500.00	0.00
1100 7065 70324 00 Water	1,345.00	334.24	633.72	711.28	47.12
1100 7065 70341 00 Trash Removal	466.00	144.00	372.00	94.00	79.83
1100 7065 70343 00 Heat	5,000.00	0.00	1,348.62	3,651.38	26.97
1100 7065 70344 00 Repairs & Maintenance	6,720.00	160.96	2,925.96	3,794.04	43.54
1100 7065 70380 00 Program	10,000.00	108.13	2,634.94	7,365.06	26.35
Total Expenses	148,994.00	9,632.71	80,083.17	68,910.83	53.75
1100 7070 70100 00 Salary, Library Director	87,182.00	6,308.26	47,311.95	39,870.05	54.27
1100 7070 70101 00 Salaries	186,552.00	16,661.36	105,226.48	81,325.52	56.41
1100 7070 70104 00 Library-OT	600.00	0.00	114.84	485.16	19.14
1100 7070 70302 00 Fees And Supplies	8,500.00	1,039.56	5,017.46	3,482.54	59.03
1100 7070 70308 00 Insurance	20,694.00	0.00	0.00	20,694.00	0.00
1100 7070 70309 00 Telephone	750.00	0.00	166.88	583.12	22.25
1100 7070 70310 00 Equipment	1,000.00	0.00	0.00	1,000.00	0.00
1100 7070 70321 00 Electricity	10,500.00	167.76	8,559.67	1,940.33	81.52
1100 7070 70343 00 Heating	7,000.00	0.00	5,319.67	1,680.33	76.00
1100 7070 70344 00 Repairs And Maintenance	15,000.00	2,849.02	5,629.58	9,370.42	37.53
1100 7070 70345 00 Computer Repairs And Maintenan	10,000.00	7,909.19	12,856.68	(2,856.68)	128.57
1100 7070 70351 00 Books And Periodicals	19,000.00	913.73	8,876.00	10,124.00	46.72
1100 7070 70352 00 Books - State Aid	120,781.00	9,261.20	61,657.96	59,123.04	51.05
1100 7070 70354 00 Construction move	0.00	581.35	2,204.59	(2,204.59)	0.00
1100 7070 70355 00 CREDITS (LIB SALES & GIFTS)	0.00	(991.65)	(7,604.33)	7,604.33	0.00
1100 7070 70356 00 Library Renovation	0.00	0.00	776.97	(776.97)	0.00
1100 7070 70375 00 Landscaping	2,500.00	0.00	0.00	2,500.00	0.00
Library Expenses	490,059.00	44,699.78	256,114.40	233,944.60	52.26
1100 7080 70101 00 Salary- Recreation Director	78,294.00	6,022.64	45,169.80	33,124.20	57.69
1100 7080 70102 00 Salaries- Recreation Staff	255,447.00	14,054.28	131,057.76	124,389.24	51.31
1100 7080 70104 00 Salaries -Teen Center Support Staff	16,720.00	1,658.50	8,128.13	8,591.87	48.61
1100 7080 70105 00 Seasonal Support Staff	134,103.00	0.00	107,900.62	26,202.38	80.46
1100 7080 70112 00 Recreation - OT	3,000.00	0.00	1,922.80	1,077.20	64.09
1100 7080 70302 00 Supplies	6,200.00	76.76	1,474.04	4,725.96	23.77
1100 7080 70305 00 Advertising	3,000.00	0.00	2,770.00	230.00	92.33
1100 7080 70308 00 Vehicle Insurance	10,000.00	0.00	0.00	10,000.00	0.00
1100 7080 70309 00 Telephone	1,900.00	0.00	884.25	1,015.75	46.54
1100 7080 70310 00 Equipment	4,500.00	0.00	2,242.54	2,257.46	49.83
1100 7080 70314 00 Gas And Oil	11,000.00	332.96	6,643.43	4,356.57	60.39
1100 7080 70321 00 Electricity	31,000.00	175.67	23,257.11	7,742.89	75.02
1100 7080 70322 00 Fort Getty Water Removal	10,500.00	0.00	7,325.00	3,175.00	69.76
1100 7080 70323 00 Shores Beach/Sanitary Faciliti	5,000.00	0.00	430.00	4,570.00	8.60
1100 7080 70324 00 Water	13,000.00	15,999.87	16,127.31	(3,127.31)	124.06
1100 7080 70341 00 Trash Removal	12,000.00	0.00	6,702.00	5,298.00	55.85
1100 7080 70344 00 Repairs, Maintenance And Impro	24,000.00	685.72	14,818.00	9,182.00	61.74
1100 7080 70345 00 Eldred Ave. Field Improvements	25,611.00	0.00	13,753.00	11,858.00	53.70
1100 7080 70382 00 Summer Program	3,500.00	0.00	4,350.00	(850.00)	124.29
1100 7080 70383 00 Winter Program	1,200.00	0.00	402.59	797.41	33.55
Parks, Beaches & Recreation Expenses	649,975.00	39,006.40	395,358.38	254,616.62	60.83
1100 7090 70504 00 Payment Of Principal - Town	1,107,206.00	165,000.00	725,000.00	382,206.00	65.48
1100 7090 70505 00 Payment Of Interest - Town	439,362.00	86,996.25	183,829.70	255,532.30	41.84
1100 7090 70506 00 School- Principal	0.00	0.00	68,394.29	(68,394.29)	0.00
Debt Service Expenses	1,546,568.00	251,996.25	977,223.99	569,344.01	63.19
1100 7092 70527 00 Incidentals And Emergencies	50,000.00	0.00	2,690.00	47,310.00	5.38
1100 7092 70530 00 Conservation Commission	2,200.00	1,185.00	6,155.00	(3,955.00)	279.77
1100 7092 70533 00 Eastern RI Conservation District	2,000.00	0.00	2,000.00	0.00	100.00
1100 7092 70550 00 CHAMBER OF COMMERCE	4,000.00	1,130.00	4,138.89	(138.89)	103.47
Other Expenses	58,200.00	2,315.00	14,983.89	43,216.11	25.75
Total Department Expenses	11,814,897.00	909,188.11	6,073,351.24	5,741,545.76	51.40

TOWN OF JAMESTOWN AS AN ABUTTER.

TOWN OF JAMESTOWN
ZONING BOARD OF REVIEW
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE JAMESTOWN ZONING BOARD OF REVIEW WILL HOLD A PUBLIC HEARING FEBRUARY 27, 2024, AT THE JAMESTOWN TOWN HALL 93 NARRAGANSETT AVENUE, JAMESTOWN, RHODE ISLAND AT 7:00 P.M. UPON THE FOLLOWING:

Application of VHBC, LLC (Lindsay & Stephanie Haigh) whose property is located at 2 Watson Ave. and further identified as Assessor's Plat 8, Lot 774 for a special use permit from Article 6, Section 82-601(Special Use Permits) and Article 3, VI. Commercial Retail C. Eating & Drinking Places, 3. Lunchroom or restaurant (alcoholic beverages), to obtain the right to sell alcoholic beverages (currently limited to beer and wine), with amendment requested as follows: Monday through Sunday, 7am-10pm, with alcohol served during that time, with no other changes in already permitted operation. Said property is located in a CL zone and contains 7000 sq. ft.

BY ORDER OF THE ZONING BOARD OF REVIEW
RICHARD BOREN, CHAIRMAN
PETER MEDEIROS, ZONING OFFICER

THIS MEETING WILL BE CONDUCTED IN PERSON ONLY.

The public is invited to observe and participate in the deliberations of this meeting, in person @ Town Hall.

TO VIEW THE MEETING LIVE STREAM WITH NO INTERACTION, PLEASE VISIT THE FOLLOWING LINK:

<https://jamestownri.gov/how-do-i/watch-live-streamed-town-meetings>

PLEASE NOTE: All Correspondence you wish the Board to consider on any of the above matters must be received by the Zoning Office no later than February 13, 2024. Email to pwestall@jamestownri.net or via drop box located on the West Street side entrance of Town Hall, or by regular mail 93 Narragansett Avenue, Jamestown, RI 02835.

This meeting location is accessible to the physically challenged. Hearing or speech impaired individuals requiring the services of an interpreter should call 1-800-745-5555 not less than 3 business days prior to the meeting.

TOWN OF JAMESTOWN AS AN ABUTTER.

TOWN OF JAMESTOWN
ZONING BOARD OF REVIEW
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Application of DISH Wireless L.L.C. and property owner of Town of Jamestown whose property is located at 96 Howland Ave, and further identified as Tax Assessor's Plat 9, Lot 152 for a Variance/Special Use Permit from Article 82, Section 601, to add a new wireless carrier, DISH Wireless, to the water tank on Howland Ave. DISH has proposed to install 3 antennas, 6 radios and accompanying wireless equipment to the water tank and will require a 5x7 lease area for ground equipment. Said property is located in a R-8 zone and contains 0.5234 acres.

BY ORDER OF THE ZONING BOARD OF REVIEW

RICHARD BOREN, CHAIRMAN

PETER MEDEIROS, ZONING OFFICER

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SETTLEMENT AGREEMENT

This Settlement Agreement regarding a tax assessment for certain property identified, subsequently, herein, (the "Agreement"), is made this ___ day of January 2024, by and between the TOWN OF JAMESTOWN, RHODE ISLAND (the "Town") and MARY C. KIRK and JONATHAN D. CARLISLE ("Owners"), in their capacities as Trustees of the "Marital Trust Under Article Sixth of the Will of Rufus Bullock".

WHEREAS Owners own that certain parcel of real estate located at 129 Walcott Avenue in Jamestown, Rhode Island which is designated as Assessor's Plat 9, Lot 651 (the "Property"); and

WHEREAS Owners filed a civil action in the Superior Court for Newport County, Rhode Island alleging an over-assessment of the Property, which action is designated as C.A. No. NC-2023-0062 (the "Complaint"); and

WHEREAS the Town has denied all the material allegations in the Complaint; and

WHEREAS the parties wish to resolve the Complaint without the cost and burdens associated with further litigation.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties hereby agree and promise as follows:

1. **Credit Provided By Town.** The Town shall recognize and apply a credit (the "Credit") in the amount of One Thousand Two Hundred Twenty-five dollars and 53/100 cents (\$1,225.53) against the 2022 and 2023 tax bill for property taxes due and owing on the Property based on the tax assessment of the Property listed in 2., herein. The Town shall apply the Credit to all tax liability for tax year 2024 as an off-set. Owners shall owe the balance of the 2024 real property taxes, less the credit off-set. At this time, the 2024 tax rate has not been set.

2. **Assessed Value Of Property.** The Town shall set the assessed value of the Property at \$1,511,000 for tax years 2022, 2023 and 2024. The Town shall maintain this assessment until tax year 2024. Thereafter the Town shall set the assessment of the Property in accordance with its normal tax assessment procedures.

3. **Dismissal Of Actions.** Within ten business days after the Jamestown Town Council has approved this settlement, Owners shall cause the Complaint to be dismissed with prejudice. In addition, execution of this Settlement Agreement by the Owners constitutes a complete and full settlement and satisfaction of any and all claims regarding the tax assessment and/or property taxes regarding the Property.

4. **Costs And Fees.** Owners and the Town shall each bear their own costs and attorney fees with respect to the Complaint.

5. **Representations And Warranties.** Owners and the Town represent and warrant that they have the authority to enter into this Agreement, that they have received independent legal advice of their choosing with respect to the advisability of entering into this Agreement and execute this Agreement freely and without reservation.

6. **Governing Law.** This Agreement is to be governed and interpreted in accordance with the laws of the State of Rhode Island.

7. **Drafting Parties.** Each party and its counsel have reviewed and revised this Agreement. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof. This Agreement shall be deemed to have been drafted by each party hereto.

8. **Enforcement.** The parties hereto may take any action in law or in equity required to enforce their rights under this Agreement. The prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorney fees, costs and expenses incurred in prosecuting such action.

This Agreement is subject to approval by the Town Council of the Town of Jamestown and is not effective and binding until or unless that approval is granted.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first written above.

TOWN OF JAMESTOWN

By: Edward A. Mello, Town Administrator
(Duly Authorized by Town Council)

Date: _____

RUFUS BULLOCK MARITAL TRUST

By: Jonathan D. Carlise, Trustee

Date: JAN. 31, 2024

RUFUS BULLOCK MARITAL TRUST

By: Mary C. Kirk, Trustee

Date: _____

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TOWN OF JAMESTOWN

RUFUS BULLOCK MARITAL TRUST

By: Edward A. Mello, Town Administrator
(Duly Authorized by Town Council)

By: Jonathan D. Carlise, Trustee

Date: _____

Date: _____

RUFUS BULLOCK MARITAL TRUST

Mary C Kirk
By: Mary C. Kirk, Trustee

Date: Jan. 31, 2024

Jamestown Community Group Application

Name of Community Group: Jamestown Yacht Club

Name of Representative: Polly Alfonso

Contact Phone: [REDACTED] Contact Email: [REDACTED]

Approximate Number of Participants: 120

How many of the group are Jamestown Residents? 3/4 of members

How long has your group been in operation? since 1977

Please describe your community group

JYC is a family-oriented yacht club that is involved in an active weekly racing schedule (spring, summer, fall), cruising trips and sailing social events. We sponsor community events including the annual Fools Rules regatta. We have no clubhouse so most often use Jamestown venues.

Does your group hold Non-Profit 501-3C status? No

If your group is a non-profit 501-3c please provide documentation

All community groups must provide All organizations and/or residents leasing the function room/s within the Clubhouse building shall secure and maintain, at no expense to the Town of Jamestown, a comprehensive general liability policy with policy limits not less than \$2,000,000 per occurrence. The Town of Jamestown shall be named as additionally insured and the insurance must be maintained throughout the period of use of the permit. A copy of proof of insurance must be submitted to the Parks and Recreation Department no less than 7 days prior to the event date.

Town of Jamestown

Town Clerk's Office
93 Narragansett Avenue
Jamestown, RI 02835
423-7282 ~ fax: 423-7230

March 1, 2024 – February 28, 2025

Peddler and Holiday License Application

Please provide the Town Clerk's office with the following:

- Retail Sales Tax Permit
- Department of Health Certificate
- \$2,000,000.00 Insurance Policy
- Holiday License Fee: \$20.00 ✓
- Peddler License Fee: \$25.00 ✓

Name of Applicant(Corporation Name): A. B. Munroe Dairy Inc

DBA: _____

Business Address: 151 Brow St., East Providence,
R.I. 02914

Business Phone: 401-438-4450

Hours of Operation: Office 8AM-5 PM, Other Operations 12:30 AM to 6 PM

Mailing Address (if different from above): _____

Partnerships & Corporations: Please list names, addresses & dates of birth for all Partners and principal officers/stockholders:

Name	Address	Date of Birth	
<u>Robert C Armstrong Jr.</u>	<u>125 Perryville Rd, Rehoboth, MA 02769</u>	<u>6/28/1950</u>	<u>Pres & Treas</u>
<u>Elizabeth Armstrong</u>	<u>102 Naples Rd, Harrison, ME 04040</u>	<u>8/30/1948</u>	<u>VP + Sec.</u>

Signature of Applicant: Richard Gregoire

Print Name: Richard Gregoire

Tax & Water Assessments must be paid to date prior to any Town Council Action. All licenses are subject to the resolution of debts, taxes and appropriate signatures.

February 6, 2024

Edward A. Mello and the
Honorable Jamestown Town Council Members
Town of Jamestown
250 Conanicus Avenue
Jamestown, RI 02835

Dear Town Administrator Mello and Town Council Members,

We are writing to express our concerns with the proposed changes by the Harbor Management Commission to the West Ferry outhauls.

We have been communicating with the Harbormaster and Commission since last December regarding proposed changes to the West Ferry Outhauls. From what we understand, we are approved for outhaul #11 (which we have had for many years) but changes to the ordinance have been passed by the Harbor Commission. Apparently the Harbor Commission still must vote to send the changes to the Town Council and a public forum may be scheduled to discuss the changes, and then the changes must ultimately be passed by the Town Council before they can take effect.

We are unable to attend meetings in person and wanted to go on record with the Council regarding our concerns prior to the public forum.

We owned and lived in 238 Narragansett Avenue next to DHBV for approximately 30 years, relocating to Wakefield 2 years ago. In the early 1990's, we placed our name on a mooring list and waited our turn. We now have a wonderful mooring. For many years we purchased launch services through DHBV to access the mooring. At one point there was a disagreement with a previous DHBV owner, who consequently denied us launch service. In order to access our mooring we placed our name on the outhaul list since access to our mooring was denied.

We waited patiently for approximately 15 years for an outhaul space to become available and finally received approval for an outhaul 3 or 4 years ago. We purchased a 11 foot Puffin rowing dinghy specifically for the outhaul and access to our mooring. During our 30 years living at West Ferry most of the boats on the outhauls were a mix of dinghies, smaller skiff/quahogging/ work vessels and smaller sail and outboard boats. The varied mix of boat sizes made outhauls work for everyone, as smaller vessels were intermingled with larger, and during stormy weather most boats rode out the storms un-damaged.

As you are aware, there is not a lot of width at the outhauls and with the proposed mandatory 13 foot or greater length means wider/ beamier boats and increased risk of potential collision problems during storms.

We renewed both our mooring and outhaul in January 2024 and paid the associated fees. The harbor clerk has informed us that our 11 foot vessel on the outhaul (Puffin rowing dinghy) may become non compliant because it is less than 13 feet in length.

This is concerning to us. We specifically purchased a smaller rowing dinghy and at no point in time were told that our vessel was an inappropriate size for the outhaul. In addition, we were Jamestown residents for 30 years and were very active citizens serving the town on various boards and committees for many years. For various reasons we sold our home, and now we may be considered non compliant because we moved off of the island. For all the years we lived on the Island both residents and non residents had access to the West Ferry outhauls. We waited our turn for 15 years for an outhaul to become available. We feel that we should not be penalized because it took so long for our names to move on the list, perhaps now to be replaced by a person who may only have resided in Jamestown for a short time.

We appreciate your consideration of our comments. We realize the pressure and demand for water access and are firm believers that the water is a resource to be enjoyed by all. However, we do feel that the current outhaul holders should not be penalized and lose their outhaul or be forced to purchase a new boat because others with larger vessels desire a space. It's almost like a parking garage refusing to park mini coopers because they want box trucks in the spaces. The revenue to the town does not change with boat size.

It is our request that you grandfather existing vessels of outhaul permit holders and have the new regulations apply to new applicants.

Thank you for your consideration.

Sincerely,

William and Mary Brennan

William and Mary Brennan

cc:Jamestown Harbor Commission Members, Jamestown HarborMaster, Jamestown Harbor Clerk

Short-term Rentals Reduce School Funding

By Newport This Week Staff | on February 08, 2024

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At the Jan. 16 Town Council meeting, Middletown School Superintendent Rosemarie Kraeger reported that the Middletown High School student census will decline by 30 students. The Middletown Schools website reports that there are 606 enrolled high school students. This is a decline of 4 percent.

According to the Middletown financial office, each student represents an average loss of state funding of \$14,000. The 30-student decline means a loss of \$420,000 to the town.

HousingWorks RI reports that the housing stock in Middletown is comprised of 7,270 households occupied by year-round residents. The 606 high school students come from 8 percent of the households.

There are now 460 short-term rentals registered in Middletown. When Middletown finally prohibits the presence of short-term rentals in residential parts of town (as it must), that will add 460 new households to the town. Using the same percentage of 8 percent, the 460 new households will add 37 new high school students.

The result will be an additional state payment of \$518,000 to the town. However, that is just the beginning.

Again, there are 460 registered short-term rentals in Middletown. If these houses were occupied by year-round residents, they would be paying Rhode Island income taxes. (Short-term rental real estate investors, by contrast, pay little or no state or federal income taxes, but that is a discussion best reserved for another time.)

Taking four income levels, \$90,000, \$70,000, \$50,000 and \$30,000, the average annual income tax would be \$2,298 per household. The income tax revenue for the state would be over \$1,000,000.

So, taking all this together, the town would receive \$518,000 from the state. The state would increase its annual tax collections by \$1,000,000. That means a net gain for the state of almost \$500,000.

In addition, year-round residents will generate sales taxes in excess of those paid by visitors to short-term rentals.

With the elimination of shortterm rentals, over 400 houses will be immediately available for families to rent or buy. Compare this to the time period and uncertainty of the town's current housing projects.

And consider the immediate downward pressure on housing prices, as well as rents, with these newly available homes

**RESOLUTION IN SUPPORT OF FULL FUNDING OF
CATEGORICAL TRANSPORTATION AID
AS OUTLINED IN RIGL § 16-7.2-6**

WHEREAS: the Chariho Regional School District Committee passed a Resolution in support of full funding of Categorical Transportation Aid as outlined in RIGL §16-7.2-6, dated January 9, 2024; and

WHEREAS: Chariho is a regional school district serving the Towns of Charlestown, Richmond, and Hopkinton, which each contribute tax payments to Chariho; and

WHEREAS: State funding obligations for regional school districts have been reduced, including fund payments to Chariho, which has been left to member communities' taxpayers to make up for the shortfalls; and

WHEREAS: Chariho is faced with the horrible choices of whether to fully absorb the funding shortfalls, request more taxpayer contributions from member communities and/or reduce student programming; and

WHEREAS: It is vital that students at Chariho be provided a high-quality public education without overburdening member community taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Charlestown hereby requests that the General Assembly fully fund the Transportation Categorical Funds between state and regional school districts pursuant to the relevant requirements of RIGL 16-7.2-6(e); and

BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized to provide a copy of this resolution to the Town of Charlestown's representatives in the R.I. General Assembly, all regional school districts, and the 38 cities and towns.

The RESOLUTION shall take effect upon passage.

By resolution of the Charlestown Town Council at a meeting held on January 22, 2024.

Amy Rose Weinreich, CMC
Amy Rose Weinreich, CMC Town Clerk





INCORPORATED 1757

Town of Hopkinton

HOPKINTON, RHODE ISLAND 02833

RESOLUTION OF THE TOWN OF HOPKINTON IN SUPPORT OF RHODE ISLAND LEAGUE OF CITIES AND TOWNS 2024 LEGISLATIVE PRIORITIES

WHEREAS, all 39 cities and towns are members of the Rhode Island League of Cities and Towns; and

WHEREAS, the Rhode Island League of Cities and Towns serves as a convener and advocates to the Governor and General Assembly to support the needs of municipalities throughout the state; and

WHEREAS, the Rhode Island League of Cities and Towns believes in:

- Supporting robust local government funding through municipal aid programs, education aid and grants.
- Increasing opportunities, through various methods, to raise local revenues.
- Fully funded policy proposals and programs, particularly related to workforce management and personnel costs.
- Adopting policies that support 39 distinct communities, avoiding one-size-fits-all solutions, especially regarding land use, business licensing and other important policy areas.
- Maintaining local control and decision-making that reflects community needs, including land use, business operations, licensing, etc.
- Supporting greater flexibility for local government to innovate, improve efficiency and save tax dollars.

WHEREAS, the Rhode Island League of Cities and Towns surveyed all 39 members to develop legislative priorities for the 2024 session of the Rhode Island General Assembly; and

WHEREAS, stable local and education aid from the state will ensure that cities and towns can maintain municipal operations while investing one-time Federal funds toward necessary capital improvements and economic recovery; and

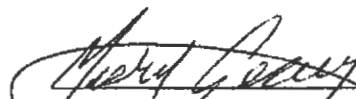
WHEREAS, property taxes represent approximately two-thirds of revenue for municipal budgets statewide, and Rhode Island has the eighth-highest property tax burden in the nation; and

WHEREAS, any reduction in state funding would exacerbate a dependence on property taxes, ultimately leading to service reductions, layoffs and property tax increases; and

WHEREAS, Rhode Island's municipalities are an important piece of Rhode Island's economic success.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Hopkinton supports the priorities identified by the Rhode Island League of Cities and Towns on behalf of the 39 cities and towns in Rhode Island.

Passed as a resolution of the Hopkinton Town Council this 5th day of February, 2024.


 Michael Geary, President
 Hopkinton Town Council



ATTEST: Marita D. Murray
 Marita D. Murray, Town Clerk



**TOWN OF RICHMOND, RHODE ISLAND
RICHMOND TOWN COUNCIL
RESOLUTION # 2024-2
In Opposition of
Option A
Chariho Regional School District
New School Initiative & Stage II Application**

WHEREAS, the Richmond Town Council met on February 6, 2024, to discuss the Chariho New School Initiative and Stage II RIDE Application.

NOW, THEREFORE, BE IT RESOLVED The Richmond Town Council opposes the 3 New Elementary School Initiative; known as "Option A", as proposed by the Chariho Regional School District Administration and School Committee.

BE IT FURTHER RESOLVED that the following motion was made on February 6, 2024:

A motion was made by President Trimmer, seconded by Councilor Colasante regarding a Resolution in Opposition of Option A of the Chariho Regional School District New School Initiative & Stage II Application, as proposed. Vote: President Trimmer, Aye; Vice President Nassaney, Nay; Councilor Sheehan, Aye; Councilor Colasante, Aye; Councilor Wilcox, Nay.

**GIVEN UNDER THE SEAL OF THE TOWN COUNCIL OF THE TOWN OF RICHMOND THIS
8th Day of February 2024.**



MARK H. TRIMMER,
Richmond Town Council President

ATTEST:

ERIN F. LIESE, C.M.C.
Richmond Town Clerk