



TOWN OF JAMESTOWN

SECTION		EFFECTIVE DATE	PAGES
500-Harbor Division		TBD	4
SUBSECTION		PREVIOUSLY ISSUED DATES	
50- Rights of Way			
TITLE		POSTING	
550.10 Adoption Program			
AUTHORITY		REFERENCE	
		Town Council Approval 3/3/2025	

I. PURPOSE

The Adopt-A-ROW program’s purpose is to protect and maintain the shoreline resources and preserve natural esthetic areas within Jamestown. The intent of the Town of Jamestown’s Adopt-A-ROW program is to establish a clear understanding of what the expectations are between the entity adopting the ROW and the Town of Jamestown. The program has three main areas of focus, the application process, the maintenance responsibilities of adopting a ROW, and the termination process.

II. DEFINITIONS

Right-of-Way (ROW) - A public ROW to the shore is a parcel of land over which the public has the right to pass on foot or, if appropriate, by vehicle, in order to access the tidal waters of Rhode Island. This right of passage is consistent with the use and condition of each particular site. Accordingly, public ROWs can be used for a variety of activities such as scenic overlooks, providing access to fishing, access to mooring sites, or if appropriate launching a boat.

III. POLICY

The Role of the Town of Jamestown

The Town of Jamestown is responsible for creating and maintaining all public ROWs within its jurisdiction. The Town of Jamestown has the authority to establish policies procedures or programs that best ensure the public access and maintenance of its ROWs. Although the CRMC has an Adopt-An-Access program, since the Town of Jamestown serves as the ROW Proprietor for that program, all requests for adoption of a ROW within Jamestown, either for a CRMC-designated ROW or a Town-designated ROW shall go through Jamestown’s Adopt-A-ROW program.

The Town of Jamestown is responsible for enforcing any violations for all public ROWs within its jurisdiction. The enforcement of violations shall be at the Town’s discretion at the direction of the Town

Council and/or the Town Administrator, and may include items such as issuing warnings, cease and desist orders, restitution of areas improperly altered, fines, or other legal proceedings depending on the severity of the violation.

The Role of the CRMC

According to Rhode Island General Law, The CRMC has the authority to designate public ROWs to the tidal waters of the state (R.I.G.L. 46- 23.6). The CRMC does not create “new” public ROWs, they must already exist. The CRMC merely recognizes and places an official designation on previously existing ROWs. It is the landowner and/or a city or town that creates a public ROW; the CRMC merely identifies these sites.

The Role of the Conservation Commission

According to Rhode Island General Law, city or town councils have the authority to create a commission, to be called the conservation commission, the purpose of which is to promote and develop the natural resources, protect the watershed resources, and preserve natural esthetic areas within municipalities (R.I.G.L. 45-35-1). The Conservation Commission in Jamestown, shall be responsible for the oversight of the Town’s ROW’s and the administration of the Town of Jamestown’s Adopt-A-ROW program. The Conservation Commission shall also serve as the liaison for the Town for any person or group, such as The Friends of Jamestown ROWs, who have interest in maintaining and preserving the Town’s public ROWs.

The Role of an Adopter of an ROW

As stated under this Polices Procedure, section D, Maintenance Responsibilities, “The intent of Adopt-A-ROW program is to maintain the ROW being adopted at its current condition when adopted”. **The adopter of an ROW shall only perform the Maintenance Responsibilities explicitly listed in section D of this policy. The Adopter of an ROW shall not perform any other actions such as cutting down trees, creating stairways to the shore, or any other actions outside of those listed in section D without first consulting with the Conservation Commission and if necessary, receiving a CRMC assent permit.**

IV. PROCEDURE

A. The Application Process

For an entity to adopt a ROW in Jamestown, they shall fill out and submit an application to the Jamestown Conservation Commission. The application form to apply to the Adopt-A-ROW program is contained in Appendix 1. The Conservation Commission shall consider all applications for the Adopt-A-ROW program on an individual basis using the following guidelines:

Conservation Commission Guidelines for the Application Process

1. **Evaluation of the ROW being adopted.** The ROW being adopted shall be evaluated as to its suitability to be included in the program. Factors such as the current condition of the ROW, the benefit to the public in placing the ROW under adoption, and the benefit to the town of placing the ROW under adoption shall be considered.
2. **Evaluation of the adopting entity.** Each adopting entity shall be evaluated as to their suitability to be included in the program. Entities adopting a ROW can be an organization,

company, group, or individual. Preference shall be given to organizations whose missions are in line with the preservation of public access to the shoreline. The Conservation Commission shall also consider the motivation of the entity in applying to the program. Factors such as any benefit that the entity may derive from maintaining the ROW that is not in line with the public access to the ROW shall be considered.

3. **Ability to perform the maintenance.** Each adopting entity shall be evaluated as to its ability to perform the maintenance on the ROW being adopted. Factors such as physical distance from the ROW of the entity performing the work, access to proper tools, and the amount of work required to maintain the ROW shall be considered.
4. **Alignment with program purpose.** Each application shall be evaluated in its entirety as to its fit with the program's purpose of protecting and maintaining the shoreline resources and preserving the natural esthetic areas within Jamestown

B. The Approval Process

After applications are reviewed, the Conservation Commission will make a recommendation to the Town Council as to whether to approve the application. The Town Council will discuss the application and will have the final say in the approval or denial of the application.

Upon the successful completion of the application process, the entity adopting the ROW shall complete and sign the release from liability form and the appropriate Memorandum of Understanding (MOU) depending on the type of ROW being adopted.

CRMC Designated ROWs. For CRMC designated ROWs, the entity adopting the ROW and the Town of Jamestown, serving as ROW Proprietor, shall use the CRMC Adopt-an-Access Program MOU. The template for the CRMC MOU is contained in Appendix 2.

Town Designated ROWs. For Town designated ROWs, the entity adopting the ROW and the Town of Jamestown shall use the Town of Jamestown MOU. The template for the Town of Jamestown MOU is contained in Appendix 3.

C. Training

Once an application for Jamestown Adopt-A-ROW program has been approved by the Town Council, the adopter of the ROW shall go through a training session conducted by a member of the Conservation Commission or by persons designated by the Conservation Commission to conduct the training. No maintenance on the adopted ROW shall be performed by the adopter of the ROW until the training session has been successfully completed.

D. Maintenance Responsibilities

The intent of Adopt-A-ROW program is to maintain the ROW being adopted at its current condition when adopted. Any improvements or other activity that is not consistent with the maintenance responsibilities defined in this section are considered out of scope of this program and shall not be performed unless given permission by the CRMC and the Town of Jamestown.

The Town of Jamestown defines the maintenance responsibilities for the entity adopting the ROW as follows:

- Clean up and removal of trash.
- Clean up and removal of small natural debris such as fallen tree limbs and leaves.
- Clean up and removal of storm damage that does not require anything beyond hand tools.
- Mowing of grass in already established lawn areas.
- Trimming of bushes, shrubs, and trees that does not require anything beyond hand tools.

All maintenance work performed at the ROW being adopted shall be in compliance with CRMC regulations. If an activity outside the defined maintenance responsibilities for the ROW is proposed, it is normally done so through the submission of an assent application request to the CRMC.

Generally, a CRMC assent permit is required for any construction or alteration on a [coastal feature](#) (e.g., coastal beach, barrier, dune, coastal wetlands, headlands, bluffs and cliffs, rocky shores, and manmade shorelines,) or within 200 feet of a coastal feature or tidal waters, including salt ponds, of Rhode Island. Also, permits are required for work that has a reasonable probability of conflicting with CRMC goals, management plans or programs; and have the potential to change the environment of the coastal region due to those inland activities described in [Section 1.3.3 of the Red Book](#) (650-RICR-20-00-1).

E. The Termination Process

Once an entity has adopted a ROW in Jamestown, the expectation is that the entity will maintain the ROW until such a time that either the Town of Jamestown or the entity deems that it is no longer appropriate. Either the entity adopting the ROW or the Town of Jamestown may terminate the agreement at any time. Any entity that has been terminated from the Adopt-A-ROW program may not re-apply for the program for a period of 1 year from the date of termination. In order to terminate the agreement, the party requesting the Termination shall notify the other party in writing of the desire to terminate the agreement including the reason for termination.

Appendix 1 Town of Jamestown Adopt-A-ROW program Application Form

Town of Jamestown Right of Way (ROW) Adoption Application Form

APPLICANT OR ENTITY NAME _____

STREET ADDRESS _____ CITY _____ STATE _____

EMAIL ADDRESS _____

CONTACT PHONE NO. _____

ROW NAME & NO BEING ADOPTED (SEE CURRENT ROW MAP) _____

(NOTE: ROWS INDICATED AS A POTENTIAL SITE ARE NOT ELIGIBLE TO BE ADOPTED)

As the Conservation Commission and the Town council considers your application, understanding the “why” you want to adopt this ROW will help us make an informed decision. Please be as thorough as possible describing your reason for wanting to adopt this ROW and attach it to this application.

As the above-named applicant, I hereby state that I have read and fully understand the responsibilities of the Town of Jamestown Adopt-A-ROW program and apply to adopt the ROW stated above. I also agree that if accepted, I am agreeing to perform the ROW maintenance as stated in the Town of Jamestown Adopt-A-ROW policy until such a time that the agreement is terminated.

I also hereby state that I fully understand the CRMC regulations as they apply to the maintenance of this ROW and that I will perform no improvements or other work outside the scope of the Town of Jamestown Adopt-A-ROW program.

I have attached my reason for wanting to adopt this ROW to this application

(Signature)

(Date)

(Printed Name of Adopting Entity)

Please Submit this completed form, an attachment documenting your reason for wanting to adopt this ROW and the completed release of liability form to the Jamestown Conservation Commission. Although not required, it is encouraged that the applicant schedule a time to meet with the Conservation Commission to discuss this application.

WAIVER AND RELEASE FROM LIABILITY FOR PUBLIC PROPERTY ROW MAINTENANCE

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge THE TOWN OF JAMESTOWN, RHODE ISLAND, and its agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities, conducted by, on the premises described as _____, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I have inspected the premises and believe them to be satisfactory for the purpose of this activity. I understand that the activities or function in which I participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Individual or Entity Named, _____ including but not limited to using the facility in any manner, form or fashion, and practicing and/or engaging in maintenance activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Individual or Entity Named _____, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

(Signature)

(Date)

(Printed Name)



**REGARDING THE COASTAL RESOURCES MANAGEMENT
COUNCIL ADOPT-AN-ACCESS PROGRAM**

**A MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COASTAL RESOURCES MANAGEMENT COUNCIL
AND
The Town of Jamestown RI
AND**

Applicant name

SECTION I

The Rhode Island Coastal Resources Management Council (CRMC), the **Town of Jamestown RI**, and _____ (“the “Parties” or “a Party” as applicable) agree to cooperate in the implementation of the CRMC Adopt-An-Access Program (“Program”). The Program shall be implemented in accordance with RI General Law Chapter 46-23 and the Rhode Island Coastal Resources Management Program (RICRMP). The Parties agree to fulfill their responsibilities under this Memorandum of Understanding (MOU) to the Adopt-An-Access site(s) (“Site(s)”) indicated herein:

CRMC _____	_____	_____
ROW #	ROW #	ROW NAME

SECTION II

The CRMC agrees to assume primary responsibility for the implementation and operation of the Program, including but not limited to serving as the Program Administrator. As per RIGL Chapter 46-23-7.4 the CRMC shall assume primary responsibility to prosecute violations related to blocking or posting at CRMC designated rights-of-way. The **Town of Jamestown RI** agrees to assume primary responsibility for the Sites’ maintenance, including designating tasks necessary to ensure continuous and safe public access to the shore to _____, according to each Site’s conditions. The **Town of Jamestown RI** shall assume

the primary responsibility for installing signage as specified under the CRMC Letter of Permission associated with this MOU. In the case of replacing damaged or lost signage, a Party shall only be responsible to replace signage as specified in the Letter of Permission associated with this MOU. The **Town of Jamestown RI** shall be covered by the limited liability protections of RIGL Chapter 32-6-5(b) regarding public use of private lands. _____ agrees to conduct the following task(s): **Maintenance Responsibilities listed in 550.10, section IV, subsection B of the Town of Jamestown Rights of Way-Adoption Program.**

SECTION III

It is the understanding of all Parties that this Memorandum of Understanding may be amended or modified at any time if mutually agreed to in writing by the Parties. Such written amendments or modifications shall be deemed to be incorporated in this Memorandum of Understanding and shall be executed by the Parties in the same manner as set forth below. Notwithstanding anything herein to the contrary, this Agreement may be terminated by any Party upon six months notice to the other Parties hereto. Notwithstanding anything herein to the contrary, this Memorandum of Understanding may be terminated by any Party upon six months notice to the other Parties hereto.

(insert name), CRMC Executive Director
Coastal Resources Management Council

Date

(insert name and title of signatory)
(insert name of ROW proprietor)

Date

Applicant signature

Date