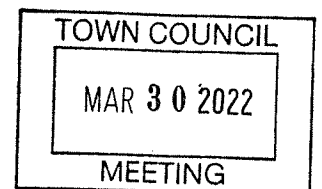


First Amendment Park Use Agreement
Colt State Park – Town of Bristol

This Amendment to the Park Use Agreement made this ____ day of _____, 2022 by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, acting by and through the DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, hereinafter called the “Department”, pursuant to and under and by virtue of the authority conferred on said Department by the provisions of Chapter 37-6-27 of the General Laws of Rhode Island of 1956, as amended, hereby transfers the care, control, maintenance and preservation of approximately ____ acres of that certain park, known as Colt State Park, in the town of Bristol, County of Bristol, State of Rhode Island, hereinafter called the “Premises”, as more particularly described in exhibit “A” attached hereto and made a part hereof, to the TOWN OF BRISTOL, RHODE ISLAND, hereinafter called the “Town”, on the terms and conditions as set forth herein. The Department transfers the care, control, maintenance and preservation of the Premises as indicated and described in the original Park Use Agreement signed March, 29th, 2011.

1. This Agreement shall continue in full force and effect commencing on the ____ day of _____, 2022 and terminating on the ____ day of _____, 2031 unless terminated earlier as provided herein. The Department, or any successor thereof, may terminate this Agreement upon one year’s written notice to the Town that the Premises are desired by the Department for an alternative public use. In the event that the conditions set forth on Sections 2, 3, 5 and 6 are not fully complied with, the Department shall give the Town written notification of the violation of any such condition and the Town shall have thirty (30) days to correct any such violation. If any such violation is not corrected within said thirty (30) day period, the Department may immediately thereafter terminate this Agreement.

2. The Premises shall be used as a park for public recreational purposes. Permitted uses shall include recreational uses such as walking, hiking, picnicking, and other related uses and such other uses as the Department may approve. Field games may be played on the existing ballfields and in the Field #1 and Field #2 as depicted in exhibit “A”. The Town may issue permits in connection with the use of the ballfields.



3. During the term of this Agreement the Town shall have the sole responsibility for the maintenance and care of the Premises. The Premises shall be maintained in good condition, suitable for use by the public for the activities specified in Section 2 above. The Town must obtain the prior written consent of the Department for any alteration or construction which is not part of the general maintenance of the Premises. The Town shall submit plans for any such construction within sixty (60) days or receipt of any such plans. The Department will respond to any such request for its consent within sixty (60) days of receipt of any such plans. The Department shall not unreasonably withhold its consent to any such construction. The Town shall provide appropriate and sufficient sanitary facilities at the Premises.

4. The Town, at its own cost and expense, shall obtain and maintain general comprehensive liability insurance running to the benefit of both the Town and the Department for personal injuries in the sum of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for any one occurrence and THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) in aggregate and FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for property damage. The Town shall furnish to the Department certificates of all insurance specified above at the commencement of this Agreement and annually by January 1 of each year and as the Department may otherwise reasonably require. Said certificates shall name the Department as an insured on a primary and non-contributory basis on the liability policy acquired and there will be a waiver of subrogation to the benefit of the Department. The policy shall cover the entire scope of Town's use of the Premises.

5. The Town agrees to, at all times, defend, protect, and save, hold harmless and indemnify DEM its agents, servants, and employees against and from: (a) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of the applicant or of the applicant's agents, employees, servants, invitees or visitors; (b) all claims, including bodily injury and death, loss, costs, damage or expenses, including attorneys' fees, arising from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by the applicant or by the applicant's agents, employees, servants, invitees or visitors; (c) all claims, including bodily injury and death, loss, costs, damage, or expenses, including attorneys' fees, arising out of or from any failure of the applicant in any respect to comply with and perform all the requirements and provisions of this Agreement.

6. The Town and the Department agree that this Agreement does not convey legal title or an ownership interest in the Premises to the Town and any and all conveyances of any legal interests, including easements, leases or otherwise, may be granted only by the Department. Any concession arrangements, where the annual gross income will exceed Five Thousand Dollars (\$5,000.00), may only be entered into after the Town has received the prior written approval of the Department. Any such concession arrangement must be related to the permitted public recreation uses set forth in Section 3 hereof.

7. The Town may not charge any fees for the use of the Premises without the prior written consent of the Department. Any fees presented to the Department for approval must be consistent with the standard fee structures then in effect for the Department and the Town. The Department will consent to any such fees within forty-five (45) days of receiving notice thereof from the Town and the Department's consent shall be granted so long as such fees are not unreasonable or excessive.

8. The Town may not sub-let or otherwise make the Premises available to others for fund-raising purposes without the prior written approval of the Department. The town shall be required to obtain a Special Use Permit from the Department for all non-recreation events held on the Premises. The Town will provide timely notification to Department of its scheduled activities to ensure that conflicts in use are minimized or eliminated. Understanding that certain of the Town's activities require the use of more of Colt State Park than the Premises, the Town agrees that it will cooperate with the Department, on reasonable advance notice and subject to availability and compatibility with other authorized activities, as determined by the Department, to allow the Town the use of such additional land and fixtures as may be necessary for the Town's activities. The Town will notify the Department not less than six (6) months in advance of any plans for major events the Town intends to conduct on the Premises and shall obtain a Special Use Permit for activities which require use of land or facilities outside of the Premises. For any special use requests for Colt State Park property outside of this agreement, the Department will have priority in scheduling any such use or events.

9. The Town will not be permitted to alter the Premises depicted in exhibit "A" designated as the Overflow Lot. The Town will be authorized to install a gate system at the Colt Drive entrance to the field. The Town will ensure that the Department has complete access to this gate system. This portion of the premises is to be utilized for parking and passive

recreational use only.

10. The Town and Town organizations shall have priority in the scheduling of events at and for the use of the Premises depicted in exhibit "A" as Field #1, Field #2. The Department shall have priority in scheduling any use for the area depicted as the Overflow Lot. The Department will coordinate with the Town on the use of the Overflow Lot.

11. The Town will be authorized to construct a Thirty-two (32) foot by Thirty-six (36) foot permanent stage that will be located within Field #2 and depicted in exhibit "A". The Town must submit complete plans for approval to DEM following procedures set forth in Item 3. The plans shall include all structural, building, electrical and other components and shall also address site design, including stormwater management, if applicable. Building permits shall be secured by a qualified contractor through the State Building Commission identifying the property as owned by the Department and the Town shall secure all inspections and approvals. Construction and Occupancy permits and shall provide copies to the Department upon receipt. The stage will be used seasonally from July to September during day light hours for Summer concerts, Summer Camp talent shows, fitness classes, and other special events per procedures set forth in Section 8 hereof.

AGENCY CONTACTS:

Department of Environmental Management:

Alan Comello 401-639-3297/ alan.comello@dem.ri.gov (Colt Park Regional Manager-Special Use Permit Request & Use Coordination)

Megan DiPrete 401-222-2776 Ext 2774307/ megan.diprete@dem.ri.gov (Planning & Development-Construction Plan Review)

Jennifer Ogren 401-667-6203/ jennifer.ogren@dem.ri.gov (Division of Parks & Recreation-Park Use Agreement Coordinator)

Town of Bristol

Steve Contente 401-253-7000/ scontente@bristolri.gov (Town Manager)

Timothy Shaw 401-253-1611/ tshaw@bristolri.gov (Assistant Director of Parks & Recreation)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

TOWN OF BRISTOL

By: _____
Steven Contente, Town Administrator

STATE OF RHODE ISLAND, DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

By: _____
Terrence Gray, P.E., Acting Director

STATE OF RHODE ISLAND
COUNTY OF BRISTOL

In the Town of Bristol, in said County and State, on the _____ day of _____, 2022, before me personally appeared **STEVEN CONTENTE** the Town Administrator of the TOWN OF BRISTOL, to me known and known by me to be the party executing the foregoing instrument for and on behalf of TOWN OF BRISTOL and he acknowledged said instrument by his executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of TOWN OF BRISTOL.

Notary Public: _____

My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the _____ day of _____, 2022, before me personally appeared Terrence Gray, P.E. , the Acting Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and he acknowledged said instrument by his executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public: _____

My Commission Expires: _____

Return original Agreement to:

State of Rhode Island

Department of Environmental Management

Division of Parks & Recreation C/O Jennifer Ogren, Assistant Administrator

1100 Tower Hill Road, North Kingstown, RI 02852

Exhibit A

32 x 36 Stage

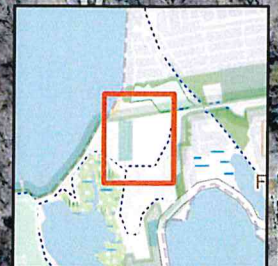
ASYLUM RD

Field 2
4.2 ac

Field 1
7.3 ac

Overflow
Parking
3.6 ac

COLT STATE PK



Title:	
Scale:	1:2,400
Date:	3/15/2022
Drawn by:	paj



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