

**MEMO OF UNDERSTANDING**  
**BETWEEN**  
**THE TOWN OF BARRINGTON, RHODE ISLAND AND FJS ASSOCIATES, LTD.**  
**REGARDING DEVELOPMENT OF THE POCKET NEIGHBORHOOD**  
**AT THE FORMER CARMELITE MONASTERY SITE BETWEEN WATSON AND**  
**FREEMONT AVENUES**

This Memo of Understanding ("MOU") is entered into, as of April 1, 2024, by the Town of Barrington, a Rhode Island municipal corporation with an address of 283 County Road, Barrington, RI 02806 ("Town") and FJS Associates, Ltd. A Rhode Island corporation with an address of 79 Peckham Lane, Middletown, RI 02842 ("Proposer").

Whereas: the Town has purchased the land and buildings on that certain parcel of land located westerly of Watson Avenue and easterly of Freemont Avenue in the Town of Barrington, Rhode Island, with an address of 25 Watson Avenue, and formerly the site of the Carmelite Monastery, currently designated as Lot 4 on Map 7 of the Barrington Tax Assessor (the "Property"); and

Whereas, the Town has spent over two years exploring and debating the use of the Property and has now developed a plan to use the Property for a combination of uses including six (6) market rate single family home sites ("SF Home Sites"); a public park ("Park"); and a pocket neighborhood of twelve (12) cottage style single family homes, five of which will be affordable to low and moderate income residents, and all of which will be age restricted to residents 55 or older ("Pocket Neighborhood"); and

Whereas, on January 26, 2024, the Town issued a Request for Proposals for the development of the buildings, infrastructure, landscaping, management, etc. of the Pocket Neighborhood (the "Project") entitled "POCKET NEIGHBORHOOD AT THE FORMER CARMELITE MONASTERY SITE REQUEST FOR PROPOSALS (RFP) | Acquisition & Development" and on February 20 the Town issued Addendum #1 to such Request for Proposals (hereinafter collectively defined as the "RFP"); and

Whereas, on or before February 27, 2024, one proposal was received in response to the RFP, from FJS Associates, Ltd. (hereinbefore defined as "Proposer"), consisting of multiple documents (all which are hereinafter collectively defined as the "Proposal"); and

Whereas on March 4, 2024, the Barrington Town Council voted in Executive Session to proceed with negotiations with the Proposer; and

Whereas, due to a potential conflict of interest between a member of the Proposer's team and the Town's Town Manager, Phil Hervey, the Barrington Town Council voted in Executive Session to designate Teresa A. Crean, AICP, Director of Planning, Building, & Resilience, as the

Town's representative to negotiate with the Proposer and oversee the development of the Project; and

Whereas, on April 1, 2024, the Barrington Town Council voted in Executive Session to authorize entering into this MOU with the Proposer;

**Now, therefore, the Town and Proposer agree as follows:**

1. **Proposer selected.** The Proposer is hereby selected as the developer of the Project, as set forth in the RFP and in the Proposal, except as modified by this MOU as set forth below.
2. **RFP and Proposal Incorporated.** The RFP and Proposal are hereby incorporated in full by reference. All conditions and limitations set forth in the RFP and Proposal, except as modified by this MOU, shall remain in effect including without limitation the condition that the Town, acting by and through its Financial Town Meeting ("FTM") shall approve (1) the Proposal as modified by this MOU, (2) the demolition of the former Carmelite Monastery building, and (3) the sale of the SF Home Sites at no less than fair market value.
3. **Term of MOU – Contingent on Purchase and Sale Agreement.** As referenced in the RFP, this MOU is to be followed by a mutually acceptable Purchase and Sale Agreement ("Purchase Agreement") between the parties, and this MOU is therefore contingent upon such Purchase Agreement being executed by June 30, 2024. The Town and Proposer agree to both work diligently and in good faith to reach agreement on the Purchase Agreement, provided however that if the FTM does NOT approve the Proposal, then this MOU shall be automatically terminated and the parties shall have no obligations to each other. If the FTM DOES approve the Proposal and related actions, and the parties are unable to reach agreement on the Purchase Agreement by June 30, 2024, then this MOU shall be automatically terminated and the parties shall have no obligations to each other.
4. **Assignability.** This MU and the Purchase Agreement shall NOT be assignable, except to an entity substantially owned and controlled by the Proposer, or the Proposer and some or all of the team members set forth in the RFP. In the event of such assignment, prior notice shall be provided to the Town.
5. **Price of land.** The price of the land underlying the Project shall be One Dollar (\$1.00).
6. **Permitting Process.** The Town will not create a new zoning district for the Property, but shall join with the Proposer in applying to the Barrington Planning Board for a Comprehensive Permit ("Comp Permit Application"), with such Comp Permit Application to include all of the Property and all of the elements thereon, including the Pocket Neighborhood, the SF Home Sites, and the Park (collectively the "Entire Development Plan").

7. **Applications.** The Town as “owner” and the Proposer as “applicant” shall jointly execute all applications for any permits or approvals needed for the Entire Development Plan.
8. **Division of responsibility and sharing of permitting costs.** The Proposer shall be responsible for preparing all applications, including hiring and directing all professional support personnel, including without limitation, attorneys, engineers, architects, and landscape architects. However, some of the utility infrastructure will benefit both the Proposer’s Pocket Neighborhood and the Town’s SF Home Sites, and also the Town values the provision of low and moderate income housing and thus will pay for the share of engineering certain utility infrastructure for such five units. Therefore, the cost to engineer certain utility infrastructure shall be divided as follows, with the Town reimbursing the Proposer for its share upon presentation of approved invoices from the relevant professionals.
  - A. The cost of engineering the sewer service to the Pocket Neighborhood and to Lots 5 and 7 (as shown in the RFP) which front on Freemont Avenue shall be split 50% each to the Town and the Proposer.<sup>1</sup>
  - B. The cost of engineering potable water service to the Pocket Neighborhood shall be split 50% each to the Town and the Proposer.
  - C. The cost of engineering and permitting stormwater drainage for the Entire Development Plan, which may include obtaining a RIPDES permit from RIDEM, shall be divided with the Proposer to pay seven-eighteenths (7/18) of the cost and the Town to pay eleven-eighteenths (11/18) of such cost.
  - D. The cost of engineering and permitting RI CRMC approval, if necessary, shall be divided with the Proposer to pay seven-eighteenths (7/18) of the cost and the Town to pay eleven-eighteenths (11/18) of such cost.
  - E. The Town has provided the Proposer with all surveys, plans, studies and reports in its possession, and agrees to authorize the professional providers of such materials to share all such information with the Proposer. Upon execution of the Purchase Agreement, all plans for permitting and construction shall become the property of the Proposer and the Proposer shall be responsible for verifying all information therein.
  - F. For the actual construction of utility infrastructure that benefits both the Town and the Proposer by using common infrastructure, the costs shall be shared in a like manner.
9. **Demolition of monastery building.** Notwithstanding the foregoing, the Town shall be solely responsible for all permitting and the entire cost of demolition of the former Carmelite Monastery Building.

---

<sup>1</sup> It is assumed that Lots 1 -4 as shown on the RFP will each have their own access to sewer and water in Watson Street and that no significant engineering shall be needed for such lots. If Lots 1-4 are to tie in to the same facilities used by the Pocket Neighborhood, this share will be renegotiated.

**10. Financial Responsibility for the Project.** Other than as set forth above, the Town shall have no responsibility for the provision of any financial guarantees for the completion, sale of units, or operation of the Project. The Proposer shall oversee the development and construction of the Project and assume sole responsibility for all guarantees in conjunction with Project construction, cost overruns, financing, and operations.

**11. Indemnification.** The Town and the Proposer each agree to indemnify one another for any claims that fall outside of the respective roles & responsibilities of each party as defined herein.

**12. Dual Roles of the Town.** The Town and Proposer specifically acknowledge the dual roles of the Town both as seller of the land for the Pocket Neighborhood, and as a Municipal Government exercising regulatory authority over the Proposer, the Property, and the uses thereon. Proposer shall be responsible for obtaining all necessary approvals, licenses and permits, including from councils, boards, or commissions of the Town and no guarantee of such regulatory approval shall be inferred in any way by the consent of the Town in its role as seller and co-applicant in the Comp Permit Application.

**13. Adequate Consideration.** Both Parties acknowledge that the consideration received in connection with this MOU is fair, adequate and substantial and consists only of the terms set forth in this MOU.

**14. Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this MOU, including the execution of a mutually satisfactory purchase and sale agreement with performance guarantees and fixed deadlines.

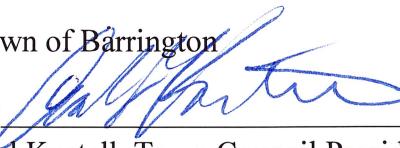
**15. Choice of Law.** This MOU shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Rhode Island without regard to Rhode Island's choice of law rules.

**16. No Interpretation of Captions or Headings.** The captions and headings within this MOU are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this MOU.

**17. Neutral Interpretation and Counterparts.** The Parties shall be deemed to have cooperated in the drafting and preparation of this MOU. Hence, any construction to be made of this MOU shall not be construed against any Party. This MOU may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this MOU constitute an original signature.

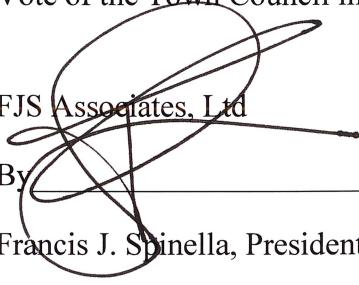
IN WITNESS WHEREOF, the Parties have executed this MOU as of the 1st day of April, 2025.

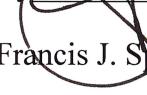
Town of Barrington

By 

Carl Kustell, Town Council President, as authorized by

Vote of the Town Council in Executive Session, April 1, 2024

 FJS Associates, Ltd.

By 

Francis J. Spinella, President

\\SERVER1\\Share\\Barrington\\25 Watson Ave - Carmelite\\Proposal - Feb 2024\\Watson MOU d3 clean.docx