

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE CITY OF WARWICK, RHODE ISLAND**  
**and**  
**WARWICK NECK IMPROVEMENT ASSOCIATION, INC.**  
**regarding**  
**THE WARWICK NECK LIGHTHOUSE PROPERTY**

**November [ ], 2023**

For more than three decades, The City of Warwick, Rhode Island (City) and the Warwick Neck Improvement Association (WNIA), a Rhode Island non-profit corporation, have cooperated to create community projects for the benefit of residents on Warwick Neck in the City.

These projects have included use of the Warwick Neck Lighthouse property, indicated on the City's Plat Map Number 385 as Lot 1, including the buildings located there, to celebrate Veterans Day in cooperation with the United States Coast Guard, reclamation and continuing maintenance of the Warwick Neck Overlook Cove, sponsorship of annual giving for the Warwick Neck Elementary School, and sponsorship of the Warwick Neck July 4 parade that starts and ends on the grounds of the historic Aldrich Mansion on Warwick Neck.

The City and WNIA plan to continue to work cooperatively for the purpose of seeking the conveyance of the Lighthouse Property to the City, in partnership with WNIA, in the shared belief that this partnership is the best way to make the Lighthouse Property available for education, park, recreation, cultural, and historic preservation purposes for the general public consistent with the requirements and objectives of the National Historic Lighthouse Preservation Act of 2000 (NHLPA); and

In connection with and as a predicate for the joint application by the City and WNIA for the conveyance of the Lighthouse Property to the City, the City and WNIA are entering into this Memorandum of Understanding (MOU), which sets forth the agreement of the City and WNIA regarding the purposes of and guidelines for the operation of the Lighthouse Property should this application be approved and should the conveyance occur.

**THEREFORE**, in consideration of the foregoing, and specifically in consideration for the City and WNIA joining together in this application, the City and WNIA agree as follows:

**1. Legal Title.** Should the application be approved, legal title to the Lighthouse Property shall be conveyed to the City, provided that the terms of this MOU shall be recorded with the deed evidencing the conveyance, and such deed shall be subject to the terms of this MOU.

**2. Purposes for the Conveyance and Subsequent Use of the Lighthouse Property.** The conveyance and subsequent use of the Lighthouse Property shall be limited to the following and such other consistent purposes as may evolve over time and be approved by the City and WNIA:

(a) to maintain, preserve, and use the Lighthouse Property in accordance with the NHLPA;

(b) to raise funds to restore and preserve the Lighthouse Property through grants, fundraising, special event fees, group tour fees, and donations;

(c) to promote programs and activities for the general public and the City's schools focusing on the historic maritime importance of the Lighthouse Property and its ecological and environmental significance; and

(d) to promote the site as an historic tourist destination for use by residents of Warwick Neck and other areas of the City and for the general public.

**3. Obligations of the City.** The City will, consistent with the above stated purposes, do the following:

(a) accept ownership of the Lighthouse Property as the designated eligible entity in the application and under the NHLPA;

(b) restore, maintain, and preserve the interior and exterior of the Lighthouse, the single-family dwelling, and the detached garage consistent with the NHLPA requirements and objectives, including the provision to WNIA, subject to the safe condition of the single-family dwelling, with an office location, provided WNIA is in compliance with the terms of this MOU;

(c) establish the terms and conditions for insurance and provide for it, including, if appropriate and consistent with the City's practices regarding other City properties, through self-insurance, with WNIA as a named insured for liability insurance;

(d) secure grant-based funds to restore, maintain, and preserve the Lighthouse Property;

(e) support WNIA fundraising efforts, including grant opportunities, for programs and activities consistent with the application;

(f) maintain the driveway leading to the Lighthouse and the grounds at the Lighthouse, including the stone jetty on the south end of the Lighthouse Property, including snow plowing and snow removal, maintenance of safety and security infrastructure, and brush and grass cutting;

(g) provide police patrols and electronic surveillance as needed, both in conjunction with City and WNIA sponsored programs and activities;

(h) provide access to the Lighthouse Property by WNIA leadership, volunteers, and WNIA guests, at all times, and by the general public or portions of it for WNIA-sponsored programs and events, consistent with this MOU subject to a schedule to be reasonably agreed by the City and WNIA, provided WNIA is in compliance with the terms of this MOU;

(i) in the event of pending hurricanes or severe storms, provide assistance as available for safe evacuations from and safekeeping of the Lighthouse Property structures; and

(j) support and promote public access to and use of the Lighthouse Property including for events such as, but not limited to, school visits, historical artifact exhibitions, and lectures, encouraging pedestrian and bicycle access over vehicular access where possible, and developing, together with WNIA, appropriate regulations for public access to and use of the Lighthouse Property.

**4. Obligations of WNIA.** WNIA will, consistent with the above stated purposes, do the following:

(a) use good faith efforts to secure funds for programs and activities at the Lighthouse Property consistent with this application through grants, donations, fundraising, event fees, and income from a dedicated restricted fund to be established within the WNIA budget;

(b) support grant-based fundraising, including by the City, to restore, maintain, and preserve the Lighthouse Property;

(c) support and promote public access to and use of the Lighthouse Property including for events such as, but not limited to, school visits, historical artifact exhibitions, and lectures, encouraging pedestrian and bicycle access over vehicular access where possible, and developing, together with the City, appropriate regulations for public access to and use of the Lighthouse Property;

(d) abide by all guidelines established by the City with respect to the Lighthouse Property that are consistent with this MOU and all other applicable laws and regulations relating to or governing the Lighthouse Property, and ensure that its leadership and volunteers do the same;

(e) recruit volunteers to assist as needed with access to the Lighthouse Property and for events at the Lighthouse Property; and

(f) ensure through regular site visits and inspections that the maintenance, preservation, and public use of the Lighthouse Property is conducted in accordance with this application.

## **5. Miscellaneous.**

(a) The City and WNIA agree that the variety and complexity of the tasks needed to restore, preserve and use the Lighthouse Property require the broadest possible exchange of information and opinion between the City and WNIA, and that they shall communicate on a regular basis regarding the Lighthouse Property and the matters addressed in this MOU. Without limiting the foregoing, the City and WNIA agree to meet in person a minimum of three times a year to review and discuss the operation of the Lighthouse Property, including restoration, maintenance and preservation issues. The WNIA will schedule these meetings and the City will chair them.

(b) The primary contact person regarding the Lighthouse Property for the City shall be the Director of Planning of the City, and the primary contact person regarding the Lighthouse Property for WNIA shall be the President of WNIA.

(c) The City and WNIA agree that all funds raised by WNIA or through restricted-purpose grants to the City for restoration, maintenance, preservation and operation of the Lighthouse Property will be used only for such purposes and not for any other purposes.

(d) The term of this MOU shall be for a period of ten years from the date hereof and shall automatically renew for subsequent ten year terms at the end of each ten-year period so long as neither the City nor WNIA has terminated this MOU by reason of the material breach of this MOU by the other party prior to the expiration of the then-current term. This MOU may be terminated by the mutual written agreement of the parties.

(e) The parties assume full responsibility for their performance under the terms of this MOU. If at any time either party is unable to perform its duties or responsibilities as required under this MOU, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

**NOW THEREFORE**, this MOU has been executed by the duly-authorized representatives of the City and WNIA as of the date first set forth above.

**CITY OF WARWICK**

**WARWICK NECK  
IMPROVEMENT ASSOCIATION**

By: \_\_\_\_\_  
Frank J. Picozzi  
Mayor

By: \_\_\_\_\_  
Jonathan Knight  
President