

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**US FISH AND WILDLIFE SERVICE  
Rhode Island National Wildlife Refuge Complex**

**AND**

**TOWN OF CHARLESTOWN  
Washington County, Rhode Island**

**I. INTRODUCTION:**

The US Fish and Wildlife Service (Service) and the Town of Charlestown (Town) seek to enhance cooperation in conservation of natural resources within the town for the benefit of the community and the Town's natural heritage.

In addition, both the Town and the Service have a unique relationship in management of what was formally the Charlestown Naval Auxiliary Landing field and what now constitutes the Ninigret National Wildlife Refuge (Refuge) and Ninigret Town Park (Park).

This MOU will facilitate collaboration in achieving our mutual goals.

Background. The Town and the Service have cooperated on limited habitat improvement proposals, invasive and nuisance species control efforts, and coordination in management of some activities within the Park. In regards to Park management, efforts have been based in part on a Record of Decision which required that management of Park lands be conducted so as to be consistent with Management of the Refuge.

In 1973 the U.S. Navy announced a realignment of Naval bases in Rhode Island, and found that the Charlestown Naval Auxiliary Landing Field (CNALF) was excess to its needs. Consequently, the U.S. General Services Administration (GSA) initiated the process of determining the disposition of this federal property.

This effort culminated with the Town and the Service now owning portions of the CNALF. The Town identified its lands as Ninigret Town Park. The Service manages its portions of the former CNALF as part of the National Wildlife Refuge System, Ninigret National Wildlife Refuge. GSA made transfer of lands to the Town subject to an obligation that subsequent uses on these lands be consistent with management of the Refuge.

**II. PURPOSE:**

The purpose of this MOU is to establish a framework of cooperation between the Town and the Refuge in regards to management of natural resources in the Park to meet the intent that these lands be managed consistent with the Refuge while facilitating the development of the Park for the benefit of the public.

**III. AUTHORITY:**

This MOU between the Town and the Service is entered into pursuant to authority contained in Section 1 of the Fish and Wildlife Coordination Act (16 U.S.C. 661); the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j); and the Endangered Species Act (16 USC 1531, 16 USC 661) which states that it is the policy of Congress and all federal departments and agencies to seek to conserve endangered and threatened species.

The original land transfer agreement to the Town and the Refuge was made under authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, as amended; "FPAS"). This process was completed consistent with the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

**IV. STATEMENT OF MUTUAL BENEFIT:**

Whereas both parties affirm the following:

A desire to control non-native or nuisance wildlife species which adversely affect native wildlife or their habitats;

A desire to improve fish and wildlife habitats where appropriate;

A desire to fully comply with the intent of the Land Transfer Decision dated in 1979 (Decision), the application of the Town to the Heritage Conservation and Recreation Service in 1980 for the property (Application), the deed between the USFW National Park Service and the Town dated in 1981 (Deed), and agreements between the Town and the Service related to management of the Park lands;

A recognition of the benefits of having a vibrant Park which provides a wide range of facilities and recreational opportunities for the benefit of the community;

A recognition of the benefit of having a National Wildlife Refuge

adjacent to the Park which can provide protection of natural resources and wildlife dependent recreational activities;

A recognition that management actions on Park and Refuge lands can potentially create conflicts and detract from the overall purpose and objectives for which these lands are managed;

A recognition that it is desirable for both parties to use their respective authorities and access to potential funding sources in furtherance of mutually benefiting goals;

A recognition that establishment of this MOU can improve communication and coordination to assure that management actions remain consistent, and to identify projects of mutual benefit.

## **V. RESPONSIBILITIES**

### **A. The USFW, Fish and Wildlife Service:**

To participate in planning and program meetings related to park management and project proposals in order to provide information related to management consistency with the refuge.

To use its authorities to promote resource management activities where appropriate and where staffing, equipment, and financial considerations are available.

To resolve differences and attempt to gain consensus on issues resolution at the lowest organizational level possible.

To assist the Town with a Vegetative Management Design Plan along the border of the Park and the Refuge (Annex A). The purpose of the Plan is to retain and restore native, multi-storied vegetation within sections of the 172-acre US Fish and Wildlife Refuge buffer that will ameliorate noise pollution and light pollution and reduce incidences of trespass with dogs and other pets onto the Refuge.

Annex A identifies, as of this date, areas the Service has selected for vegetative enhancement. With Town agreement in writing, additional areas may be selected. The need for retention of existing vegetation will also be identified in the plan. The Vegetative Management Design Plan shall establish a guide line for the Service and the Town to assist both parties in identification of areas of greatest concern to the Service and to the Town.

**B. The Town of Charlestown:**

To provide notification to the Service of planning and proposed management activities related to the Service, including, but not limited to, amendments to Park plans, specific project proposals, capital improvement plans, and event schedules prior to their approval by the Town.

To manage Park activities consistent with the original Land Transfer decision (Appendix A).

The use its authorities to promote resource management activities where appropriate and where staffing, equipment, and financial considerations are available.

To assist the Service with a Vegetative Management Design Plan along the border of the Park and the Refuge (Annex A). The purpose of the Plan is to retain and restore native, multi-storied vegetation within sections of the 172-acre US Fish and Wildlife Refuge buffer that will ameliorate noise pollution and light pollution and reduce incidences of trespass with dogs and other pets onto the Refuge.

Annex A identifies, as of this date, areas the Service has selected for vegetative enhancement. With Town agreement in writing, additional areas may be selected. The need for retention of existing vegetation will also be identified in the plan. The Vegetative Management Design Plan shall establish a guideline for the Service and the Town to assist both parties in identification of areas of greatest concern to the Service and to the Town.

**VI. AGREEMENT TERM:**

This MOU will remain in force for a period of five years from the date of execution unless terminated by either party with 30 days written notice to all other parties.

**VII. SPECIAL PROVISIONS:**

- A. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures.
- B. This MOU may be modified or amended as necessary upon written consent of both parties.

C. The principle contacts for this MOU are:

US. Fish and Wildlife Service  
Charlie Vandemoer, Refuge Manager  
50 Bend Road  
Charlestown, RI 02813  
401-364-9124

Town of Charlestown  
Mark Stankiewicz, Town Administrator  
4540 South County Trail  
Charlestown, RI 02813

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed as of the date of last signature below:

APPROVED:

U.S. Fish and Wildlife Service, LR Region 5, RI National Wildlife Refuge Complex

BY:   
Name: Charles Vandemoer  
Title: Project Leader

DATE: 2/24/22

Town of Charlestown, Washington County, Rhode Island

BY:   
Name: Deborah A. Carney  
Title: Town Council President

DATE: 3-14-22

## **Appendix A**

### **Manage Ninigret Town Park**

#### **Compatible with the Ninigret National Wildlife Refuge**

##### **Introduction**

In 1973 the U.S. Navy announced a realignment of Naval bases in Rhode Island, and found that the Charlestown Naval Auxiliary Landing Field (CNALF) was excess to their needs. Consequently, the U. S. General Services Administration (GSA) initiated the process of determining the disposition of this federal property. GSA made transfer of lands to the Town subject to an obligation that subsequent uses on Town property be consistent with management of the Refuge.

##### **Disposal of Surplus Lands to the Town**

With declaration that CNALF was excess GSA acted under authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, as amended; "FPAS") to determine the disposition of property. GSA completed an Environmental Impact Statement (GSA 1979a) to evaluate various alternative actions, and issued a Decision Paper which documented the decision and rationale for transfer of CNALF lands, including statements of how these lands were to be managed (GSA 1979b). This process was completed consistent with the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

The Decision Paper issued by then Acting GSA Administrator Paul E. Goulding allowed for transferring portions of CNALF to (a) EPA for purposes of environmental research (60 acres), (b) the United States Department of the Interior for management of lands as a part of the National Wildlife Refuge System (307 acres) under the Fish and Wildlife Coordination Act (16 U.S.C. 667b), and (c) 237 acres to the Town for "passive" recreation purposes (GSA 1979b). The 237-acre parcel was subsequently broken into two: one 172-acre parcel for recreational purposes and a 55-acre parcel for municipal purposes, both to be managed in a manner not inconsistent with the US Fish and Wildlife Refuge.

Acting Administrator Goulding stated his decision thusly:

"ACCORDINGLY, after analyzing the record on this matter and pursuant to my authority under the circumstance, for the reasons set forth in this decision document, I hereby approve the transfer of 307 acres to the Department of the Interior for the benefit of wildlife and waterfowl to be managed in its natural state and to be administered as a portion of the National Wildlife Refuge System; 60 acres to the Environmental Protection Agency for its Environmental Research Laboratory in the interest of furthering research related to the waters of Foster Cove and Ninigret Pond, such use not to be inconsistent with the use of the 307 acres by the Fish and Wildlife Service; and the remaining 237 acres to be disposed of, if possible, to the Town of Charlestown to be used substantially in accordance with its proposal as set forth in the FEIS as alternative 5. Such use is not to be inconsistent with the use of the other 367 acres transferred to the Department of the Interior and the Environmental Protection Agency."

This decision by GSA was subsequently challenged in United States District Court by the New England Power Company, who desired to construct a Nuclear Power Plant on the property (New

England Power Co. v Goulding, No. 79-1889; No. 79-1953; GPO 2012), with the Town entering as an intervener in support of GSA. In the Court Opinion regarding this challenge, Judge Green discussed the legality of transferring lands to the Town, and found that the Acting Administrator's decision was appropriate since the Town's proposal "further effectuated the federal uses" of the remaining portions of CNALF as a wildlife preserve and for environmental research. Judge Green cited 40 U.S.C. 484 (k) (2), which states that the Secretary may transfer surplus property "when it will promote the most effective use of the property consistent with the purposes of this part or if having a lease is otherwise in the best interest of the United States, as determined by the Secretary".

The interpretation that lands transferred to the Town should be managed consistent with adjoining federal lands was cited by Koslowski (1982) in the May 1982 Law Review which states that "the remainder of the lands [referring to the Town land] was to be used in a manner consistent with the conservation purposes of the federal tracts".

### **Recognition by Town to Manage Park Consistent with the National Wildlife Refuge**

Following the court decision, the intent that the Town manage lands consistent with the refuge was reiterated on several occasions. In February of 1980 the Town had been in discussions with GSA regarding alternative uses of the property, including light commercial activity. In a letter from J.W. O'Connell, Director of the Real Property Division for GSA to the Town of Charlestown, GAS stated that GSA would entertain any uses for the Town Park – as long as they were compatible with the adjacent National Wildlife Refuge (Sun 1980). In an interview given to the Chariho Times, Mr. James Buckley, Assistant Commissioner with GSA, indicated that some commercial or industrial uses may be found compatible with the refuge (Chariho Times 1980).

In a meeting held on August 29, 1979 at the Charlestown Town Hall, several representatives, including Town staff, discussed how the former CNALF would be managed. In that meeting, Town officials recognized that any common boundary with the Refuge would have to be kept in passive recreation (USFWS files 1979).

In a letter to Deputy Regional Director Ashe of the Service from Town Council members dated February 7, 1980 (see Attachment A), the Town indicates that, based on consultation with the Attorneys whom represented the town throughout the litigation and Town staff who had developed the proposal wrote:

“...that the integrity of Mr. Goulding's decision must be upheld”, and that “...we intend to act in accordance with the obligations outlined in the Goulding decision, which clearly states that the 172 acres is to provide a buffer for the Fish and Wildlife Refuge, and is to be used for recreational uses.”

The Service reviewed the proposed plans submitted by the Town in 1980 to the Heritage Conservation and Recreation Service and found them to be compatible with the Refuge (USFWS files). This plan developed by the Town included areas of site seeding and re-vegetation with the purpose of speeding up plant succession “especially in the area adjacent to the U.S. Fish and Wildlife Service, to act as a buffer for conservation” (Town 1980). Submission of Park plans was made a requirement as per the deed transferring these lands to the Town.

In 1981 and 1982, the Town was discussing alternative uses of the Park. Local media reported federal agency workshops were to be held with the Town, and included statements that any uses must be compatible with the Refuge (Sun 1981). In discussing what concession activities could

take place in the Park, the Town evaluated some proposed uses which were discarded because they were not compatible with Refuge needs (Sun 1982).

Other federal agencies have recognized that there was an obligation to manage the Park consistent with the Refuge. In 1983 the Town entered into partnership with the U. S. Department of Agriculture, Soil Conservation Service (SCS) to improve a small pond (now referred to as Little Nini Pond) in the Park for swimming and other recreational uses. In the Environmental Assessment and Finding of No Significant Impact completed by SCS related to creating improvements on the Town lands (USDA 1983), the agency states:

“According to the Agreement which transferred Ninigret Park to the Town of Charlestown, future use of the area must be compatible with the abutting 376 acres Ninigret National Wildlife Refuge managed by the U.S. Department of the Interior, Fish and Wildlife Service. The Town has reviewed several alternatives with the U.S. Department of the Interior Fish & Wildlife Service and has selected a management and development plan agreeable to both.”

A record of coordination with the Town to insure that activities on the Park remained compatible with the Refuge exists. In a letter dated August 5, 1985 from Refuge Manager Blair to Town Park Commissioner Bliven, Mr. Blair makes it clear that while it is the goal of the Service to “accommodate all compatible activities on the park” that action had to be taken by the Town to eliminate incompatible uses.

In a formal letter on Town letterhead dated May 1, 1985 to a model airplane group who had been using the Park, Mr. George Bliven, Park Commissioner, reiterated the fact that any activity on the property of the Town of Charlestown must not impact the federal wildlife refuge. Related to this activity, Service records indicate that the Town and the Service conducted joint law enforcement actions relative to this obligation when Town Police and a Refuge Law Enforcement Officer ordered the cessation of model airplane flights (USFWS Refuge files 1985).

In 2000 a decision was made by the Town to provide a vegetative buffer along the Refuge boundary for purposes of buffering the refuge and a historical cemetery from recreational uses on the Park (Andres personal communication, USFWS files 2000).

Until recently Town proposed actions on the Park have been generally consistent with the obligation that Park uses are compatible with the Refuge, including requesting permission for fireworks (granted), effectuating land exchanges for the benefit of Park activities, sharing of event calendars, and agreement to provide buffers adjacent to the refuge on Park property (USFWS Files).

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**ANNEX A**  
**Ninigret Town Park**

**Identified Vegetative Enhancement and Beautification Areas**

Description: Areas the U.S. Fish & Wildlife Service has selected for vegetative enhancement as of the date of the MOU.

**LEGEND**

-  Park/Refuge Boundary (shown in white)
-  Yellow Trail location / alignment
- Vegetation enhancement/beautification (possible/hypothetical):**
  -  Low grass/native wildflowers/pollinator
  -  Native shrubs / some trees

2000 ft



Soccer Fields

Westfest field

Park Boundary

Chickadee Blue Colonnade

Imbry Stone

Park Avenue

Old Mill

Lower Esplanade