Date posted: OCTOBER 18, 2022 by 4:00 P.M.

All items on this agenda are to be discussed and/or acted upon.

TOWN OF LITTLE COMPTON
TOWN COUNCIL
Town Hall, 40 Commons

MEETING OF OCTOBER 20, 2022

Live streaming at
https://www.youtube.com/channel/UCNoKeQBPql33aEtqzOXHO9g

AGENDA

6:30PM - Interview session for police candidate

7:00 P.M.

Salute to the Flag

**Hearing** to review proposed amendments to the Little Compton Home Rule Charter which will be considered by the electorate on November 8, 2022 ballot.

Announcements:

Approval of Minutes – October 4, 2022 – special Council meeting
October 6, 2022

Department Head Reports: none

Old Business:

1. Receive a draft proposal for an ordinance amendment to allow regulation of short term rentals. Review draft and consider options for next step in the process.
   a. Comments on the aforementioned subject received from
      i. Dawn Simmons
      ii. John Garrison

2. Recommendation from the Town Administrator for the town to enter into an agreement with Southcoast Cleaning to take over janitorial services for the Town Hall, Police Station and 32 Commons Building.

3. Recommendation from the Town Administrator for the town to achieve solar energy credits on its electricity invoices by entering into relevant agreements:
   a. A credit purchase and sale agreement
   b. A leasehold easement agreement
New Business:

1. Receive letters of interest for an upcoming term on the LC Tax Assessment Board of Review. Consider appointment based on number of letters of interest received.
2. Letter from Police Chief Scott N. Raynes advising the Council of some outstanding work being done by members of the LC Police Department by Sgt. R. LeClaire and Cpl. F. Farrar on a recent investigation.
3. Letter received from the LC Fire Marshall listing deficiencies found at 40 Commons during a recent fire inspection. Deficiencies are being remediated by town employees.
4. Recommendation received from the Town Administrator for the town to consider entering into an agreement with RI Dept. of Transportation regarding RIDOT taking responsibility for the ownership, maintenance and billing of the street lights on state roads.
5. Invitation received from the Eighth Grade Class Wilbur - McMahon School to attend the Veterans Day Assembly on November 10th at 10 am in the School Gymnasium

Board of License Commissioners: none

Communications:

1. Abatement needs for Superior Court Settlement of the Sakonnet Point Marina Assoc.
   Tax Appeal case.
2. Letter received from the Tax Assessor requesting the Council consider amending Chapter 15 of the Town Code (Taxation) to amend how exemptions are given to Veterans, those who are visually impaired, and an administrative request to change “Board of Canvassers” to “Tax Assessor” to reflect the current format of the office.
3. Request from Caroline Wilkie Wordell for the Annual Christmas Tree lighting to be held on December 4th at 5 pm to coordinate with the Annual Ben Wilkie Tree Spree which will return to being held at the Wilbur McMahon School this year.
4. Copy of a resolution adopted by the Barrington Town Council urging the RI General Assembly to recognize June 19 as Juneteenth National Independence Day, as an official RI State Holiday

Consent:

1. Communications from Frank Haggerty regarding Mayflower Wind SouthCoast articles

Payment of Bills

Consent Agenda - All items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen so requests in which event the item will be withdrawn from the General Order of business and considered in the normal sequence on the agenda.

All are welcome to any meeting at the town, which is open to the public. Individuals requiring communication assistance or any accommodation to ensure equal participation will need to contact the Town Clerk at 635-4400 not less than 48 hours prior to the meeting.
Minutes of a special meeting of the Town Council held on October 4th, 2022 at 2:00 o’clock PM in the Town Council Chambers, Town Hall, 40 Commons, Little Compton, RI. Members present: Paul J. Golembeske, Patrick McHugh and Robert L. Mushen. Also in attendance: Richard S. Humphrey, Town Solicitor.

Upon opening in open session, the Town Council President polled his fellow Councilors as to their wishes to enter into executive session under RIGL Section 42-46-5(a)(2) potential litigation – Mayflower Wind. Voting in favor: Golembeske, McHugh, Mushen.

Discussion ensued related to the Mayflower Wind project. Detailed minutes pertaining to the discussion will be provided by the Town Solicitor.

At 3:10 PM the Town Council President polled his fellow Councilors as to their wishes to come out of executive session under RIGL Section 42-46-5(a)(2) potential litigation – Mayflower Wind. Voting in favor: Golembeske, McHugh, Mushen.

**Motion made by Councilor Golembeske, receiving a second by Councilor McHugh, voting in favor (Golembeske, McHugh, Mushen):** To seal the minutes of the Town Council executive session of October 4th, 2022, as drafted by the Town Solicitor.

Meeting adjourned at 3:12 PM.

Robert L. Mushen, Clerk Pro-tem

Minutes of a Town Council meeting held on October 6th, A.D. 2022 at 7:00 o’clock PM held in in-person format at the Town Hall, Council Chambers, 40 Commons, Little Compton, RI. Members present: Paul J. Golembeske, Andrew W. Iriarte-Moore, Gary S. Mataronas, Patrick McHugh and Robert L. Mushen.

At 7:00 PM the Council President called the meeting to order with a Pledge of Allegiance to the Flag.

Announcements:

1. Councilor Mushen advised the members of the Public that they are requested to use the podium microphone when addressing the council during discussion to allow those watching via live stream to hear the comments.
2. Councilor McHugh recognized the passing of Joseph Quinn expressing sympathy to the family. Councilor Mataronas asked for a moment of silence to honor Mr. Quinn.

**Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen):** To approve, as written the Town Council meeting minutes for September 22, 2022.

**Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen):** To accept the Town Clerk’s Department Head report for September 2022.
Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-Moore, all in favor
(Golebeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To accept the Finance Director, Police Department, Fire Department, Tax Assessor, and the Town Administrator’s Department Head reports for September 2022.

Councilor Mataronas commented he would like to thank the Town Administrator and Finance Department for working diligently to get tax delinquencies caught up from the last 3-4 years.

Old Business #1. Update of short term rental issue.

Council President Mushen advised that the state has implemented a website for short term rentals, at which time he presented the council a working list of short term rental ordinance suggestions that he and Councilor Mataronas have been working on for the town. The Council President stated that he believes we would want to have our own town ordinance.

Andrew Rhyne of 40 Pachet Brook Road spoke at the podium first thanking the Council for discussing short term rentals. Mr. Rhyne suggested a moratorium be put on new rentals, as well as asking to think about neighborhoods like Oak Forest that pay the same taxes as all others but maintain their own roads.

Councilor Mataronas commented that he is hopeful to have a proposed draft by the next Council meeting after which a public hearing can be set.

Salvatore Marinosci of 24 Oliver Lane spoke at the podium asking if the town had a minimum housing officer in town. Councilor Mushen commented that it has not been invoked during his tenure.

Motion made by Councilor Mataronas, receiving a second by Councilor McHugh, all in favor
(Golebeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To refer a single bid received for fall roadside grass and brush mowing from RM Construction/Rich McGee & Son Excavating for $11,000.00 to the DPW Director, William Moore; the DPW Director is requested to review and decide if the bid is sufficient to award having the authority to take that action if appropriate.

A bid submitted by McGovern Ford did not provide sufficient detail to determine an action. It was suggested that this item be re-advertised with additional specifications including leasing information to be a consideration.

Motion made by Councilor Golebeske, receiving a second by Councilor Mataronas, all in favor
(Golebeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To re-advertise a request for bids for a new truck to be used by the Department of Public Works with more detailed specifications for the needs of the town.

Motion made by Councilor Mataronas, receiving a second by Councilor Golebeske, all in favor
(Golebeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To accept a request from Police Chief and schedule an interview session on Oct. 20, 2022 at 6:30 PM to re-interview a police candidate prior to the next Council meeting.

Regarding his request to use town property in the performance of his Eagle Scout project, Alex Nimiroski came to the podium asking the Council if they had any questions. Councilor Mushen commented that the town does not have many storm drains on town roads, there are more on state roads. Councilor Golebeske suggested Mr. Nimiroski could contact RI DOT for the state drains. He replied that he also intended to use Tiverton town roads.

Motion made by Councilor Mataronas, receiving a second by Councilor Golebeske, all in favor
(Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To allow Alex Nimiroski, Life Scout, Troop 29 Tiverton/Little Compton to use town roads, specifically storm drains to place medallions deterring people from dumping waste into the drains as part of his Eagle Scout community service project.

Motion made by Councilor McHugh, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To approve the request from Pension Committee to adjust the date of hire for a town employee giving credit to that employee for years of service with the School Department.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): Based on a report from Councilor Iriarte-Moore the Council hereby concurs that the LC Housing Trust has the authority to expend funds from its Housing Trust Fund for the purpose of conducting inspections on a potential home purchase with RI Housing.

At 7:31 PM the Town Council sitting as the Board of License Commissioners voted the following:

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To authorize the Town Clerk to advertise to hear those applications received for the renewal of Retail Beverage Licenses during a hearing to be held on November 3, 2022 for the 2022-2023 license period.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To approve a request from the LC Community Center for a Class F, one day retail beverage license for both October 12th Fall Concert and October 29th Halloween Festival to be held at the Community Center.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): That the recommendation of the Tax Assessor for the cancellation of the following taxes be granted under Section 44-7-14 of the General Laws of Rhode Island, as amended:

<table>
<thead>
<tr>
<th>Acct/Name</th>
<th>Plat/Lot/MV</th>
<th>Abatement Value</th>
<th>Abatement</th>
<th>Year</th>
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</thead>
<tbody>
<tr>
<td>Talbot, Simon G &amp; Morgan, Elizabeth A</td>
<td>Plat 33, Lot 34</td>
<td>$80,100.00</td>
<td>$392.49</td>
<td>2022</td>
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<tr>
<td>Rioult-Pedotti, Mengia Serena</td>
<td>Plat 33, Lot 150</td>
<td>$57,400.00</td>
<td>$281.26</td>
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<tr>
<td>Orion Management Group</td>
<td>Tangible</td>
<td>$1,000.00</td>
<td>$9.80</td>
<td>2022</td>
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Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To accept a letter from Barbara Passmore to honor Tony Silvia for his shoreline cleaning in “a special way”.

Councilor Mataronas suggested following up with Barbara as to what she has in mind to honor Mr. Silvia.

Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file consent item #1 - Copy of emails Frank Haggerty with links for an article on Offshore Wind and Falmouth, MA Wind Turbine Demolition article.
Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-Moore, all in favor
(Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): That the bills be allowed and ordered paid
as follows: $59,919.69

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>East Bay Media Group - Zoning</td>
<td>$78.00</td>
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<td>East Bay Media Group - Canvassers</td>
<td>$117.00</td>
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<tr>
<td>East Bay Media Group - Probate</td>
<td>$45.00</td>
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<td>East Bay Media Group - Highway</td>
<td>$117.00</td>
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<td>East Bay Media Group - Charter</td>
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<td>RI Energy - Town Dock</td>
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<td>RI Energy - Street Lights</td>
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<td>Info Quick Solutions Inc. - computer</td>
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<tr>
<td>Tyler Technologies - Finance</td>
<td>$1,304.00</td>
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<tr>
<td>Tyler Technologies - Computer</td>
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<tr>
<td>Verizon - Wastewater Treatment Facility</td>
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<td>Cox - Computer</td>
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<td>Petro - Diesel</td>
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<td>Petro - Gasoline</td>
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<tr>
<td>Galvin Law - Legal other</td>
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<td>RI League of Cities &amp; Towns - Town Council</td>
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<td>Paychex - Finance</td>
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<td>Chris Osborne, Jr. - town hall</td>
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<td>Paul Borges - Public Safety Complex</td>
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<td>Jeffrey H. Lopez - Public Safety Complex</td>
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<td>Adam Yorks - Cons. Commission</td>
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<td>Home Depot - Highway Dept.</td>
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<td>Wilbur's General Store - DPW</td>
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<td>Verizon - DPW</td>
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<td>Ballard Truck Center - Highway Dept.</td>
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<td>Mello's Diesel Service, Inc. - Highway Dept.</td>
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<td>Medeiros &amp; Sons Construction, Inc. - Highway Dept.</td>
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<td>Interstate Refrigerant Recovery, Inc. -Transfer Station</td>
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<td>United Construction &amp; Forestry LLC - Highway Dept.</td>
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<tr>
<td>Paul's Press - Board of Canvassers</td>
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<td>Esquire Deposition Solutions - Zoning Board</td>
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<td>Vision Government Solutions - Tax Assessor</td>
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<td>Richard Humphrey - legal other</td>
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<td>Richard Humphrey - legal other</td>
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<td>Richard Humphrey - legal other</td>
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<td>Richard Humphrey - retainer billing</td>
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<td>RI Association of Assessing Officers - Tax Assessor</td>
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<tr>
<td>Postage - Tax Assessors</td>
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<td>RI Association of Assessing Officers - Tax Assessor</td>
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<tr>
<td>Able Engineering Inc. Wilbour Woods</td>
<td>$7,350.00</td>
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</table>
First Net - Police Dept. $40.08
Rob's Auto Care, Inc. - Police Dept. $296.95
Rob's Auto Care, Inc. - Police Dept. $2,577.97
Rob's Auto Care, Inc. - Police Dept. $471.00
West Place Animal Sanctuary - Police Dept. $458.00
W.B. Mason Co., Inc. - Police Dept. $31.92
Edward Deutch Uniforms - Police Dept. $300.00 $4,175.92
W.B. Mason Co., Inc. - Fire Dept. $100.48
First Net - Fire Dept. $283.00 $383.48
Saint Anne's Hospital - Ambulance Reimbursement Fund $37.94
Coronis - Ambulance Reimbursement Fund $613.85 $651.79
Shawn Solomito dba/Acme Sanitary Services -PSC $335.00 $335.00
W.B. Mason - Town Hall $30.96

Being no further business before the Council the meeting was declared adjourned at 7:34 PM.

Heather J. Cook, Deputy Town Clerk
DRAFT - Revision 2

§ 6-8 SHORT TERM RENTAL LICENSE.

§ 6-8.1 Purpose.

a. Under the licensing provisions of this section, the short term rental of dwelling units can have a positive effect on the health, safety and welfare of the community by providing a flexible housing stock that allows travelers safe accommodations while contributing to the local economy and by providing homeowners an opportunity to hold property in difficult economic circumstances.

b. In some cases, short term rentals in residential neighborhoods have been the source of noise, congestion and disorderly behavior involving tenants and other persons on or near the premises, as well as violations of town ordinances and state statutes. It is the intent of this licensing section to provide a framework by which all residents of Little Compton may continue to enjoy the peace and tranquility which the town provides.

§ 6-8.2 Definitions.

a. DWELLING UNIT – A structure (or portion thereof) providing complete independent living facilities for one or more persons, including permanent provisions for sleeping, eating, cooking and sanitation, and (if a portion of a larger structure) its own means of access.

b. LOCAL/LITTLE COMPTON REPRESENTATIVE – a person designated and authorized to receive any notice or demand that may be served upon the record property owner. The local/Little Compton representative may also serve as property manager.

c. RECORD PROPERTY OWNER – the person or entity which owns the real property containing the dwelling unit.

d. SHORT TERM RENTAL (STR) – the rental, lease or other contractual arrangement for the occupation of the dwelling unit by a tenant for any period of fewer than 31 days.

§ 6-8.3 Requirements.

a. At the time of registration, the dwelling unit shall be subject to inspection by the Building Official and the Fire Marshal to determine:
   • the occupancy limit
   • proper installation of smoke and fire detectors
   • the number of off-street and on-street parking spaces
b. The maximum occupancy for the dwelling unit shall be two persons per bedroom. The number of bedrooms shall not exceed the design load of the property’s septic system.

c. One off-street parking space shall be provided on the same lot on which the STR is located for each bedroom as determined by the Building Official. Each space shall be no less than 10 feet in width and 20 feet in length. When the required number of spaces cannot be provided off-street, then legal on-street spaces must be identified.

d. (Specify minimum rental period?)

e. All short term rental agreements shall state that the tenant may be held legally responsible for any violations of laws and ordinances pertaining to noise and associated sound level measurements, control of animals, trash disposal, and dwelling occupancy limits.

f. The owner shall post conspicuously in the dwelling unit a copy of the current registration with a copy of this ordinance attached.

§ 6-8-4 Registration.

a. All dwelling units that are to be rented, leased or otherwise occupied by a tenant for any period of less than 31 consecutive days shall be registered by the record property owner with the Town Clerk before any tenant occupies the premises.

b. The document used to register the dwelling unit is the Municipal STR Permit, which shall contain:
   - the address of the dwelling unit,
   - the plat and lot number assigned to the property by the Tax Assessor,
   - the name, permanent address and telephone number of the record property owner, and
   - the name, permanent address and telephone number of the local/Little Compton representative.

c. The Municipal STR Permit shall be issued annually in December of each year (or upon initial registration thereafter), and will expire on the following December 31.

d. An annual fee of $50.00 will be charged for the upcoming year.

§ 6-8-5 Enforcement.

a. Violations of this section shall be enforceable through issuance of a summons by the Zoning Official or by action of the Police Department, as circumstances may require.

b. Violations shall be subject to a fine of not more than $100 per day for a first violation, and $300 per day for a second and each subsequent violation.

c. The Zoning Official may revoke a Municipal STR Permit after three or more violations. Any such revocation may be appealed to the Zoning Board of Review, pursuant to the provisions of Chapter 14 of these ordinances.
To Whom It May Concern,

My name is Dawn Simmons and I am the granddaughter of Ellen Krupowicz. I know that the town of Little Compton is in the process of creating an ordinance to manage and regulate short term rentals and I implore you to read my letter to gain some perspective on our current situation and what it means to us.

My grandmother is Ellen Krupowicz and she built her house, along with my grandfather, Joseph Krupowicz, in 1986 - the year I was born. They both had a deep and profound love of Little Compton and put their heart and soul into making their home there. Everything in and around the house has meaning - bricks were salvaged from mills to make the patio, wood was carved and assembled by my grandfather’s hand, books collected from the Little Compton Historical Society and churches, rich in history of Little Compton homes and families. I grew up here. I grew up running around in the yard chasing bunnies, going for walks with my grandmother down to South Shore Beach and playing with the blue crabs in the creek, having cookouts on the patio, mowing the lawn, having family holiday dinners, camping in the field, hunting for Easter eggs, watching the bees on a hot summer day, and listening to the crickets at night.

My grandmother now has moderate Alzheimer’s disease and has been steadily declining for quite some time. I don’t know if any of you have had to experience the loss of a loved one who hadn’t even passed, but I don’t wish it on anyone. I remember the first time she didn’t know who I was – she didn’t remember my name and didn’t know my face. In August of 2021, my grandmother left her house in the dead of night, dressed in a formal gown with a packed bag. A concerned neighbor called the police when she ended up knocking on their windows and she was transported to Newport Hospital, and then Westerly Hospital, and then Brookdale, and then The Lighthouse of Lincoln, and then she broke both hips and needed multiple surgeries and is now permanently in a wheelchair in a nursing home – all in less than a year. My parents moved to Georgia and sold their house the same month my grandmother was hospitalized so my two aunts and I were left to make decisions that we were not yet prepared to make, regarding my grandmother’s wellbeing and assets.

6 years ago, my grandmother added me to the deed of her home and living will. She knew how much I loved Little Compton and how much her house was a part of my soul. We decided to move forward with turning the home into a short term rental to 1) generate income to help offset the nursing home and hospital costs 2) maintain the home and keep it in the family and 3) allow people to experience the special place that is Little Compton.

For 9 months, my husband and I worked to go through every item in the home and either stored it or found it a cherished home in the community on the Little Compton Buy Nothing Facebook Group. I received so many messages on Facebook once they found out that the items belonged to my grandmother – a couple had me in tears because I learned just how cherished my grandmother was as a member of the LC community.
After we cleaned out the house, we needed to furnish and fix it up. The house and yard had not seen love or care in quite some time and both my husband and I took our entire life savings and put it into fixing up the house to the best of our abilities in order to get it listed. Every minute of every day spent unoccupied with work was spent painting, sealing, cleaning, cutting, scrubbing, installing, knocking down, designing, and every other “ing” you can think of. We were bruised and scraped and sore and some days crying and angry because we weren’t ready or prepared for this monumental task. On top of trying to prep the house to be listed as an STR, I was also the medical POA for my grandmother and making medical decisions for her. I researched short term rentals until I didn’t want to hear the word “short term rental anymore.” Every night while others were reading books to their children, making dinner for their husbands, walking their dogs, vacationing, I was researching every potential risk of an STR and how to prepare for it. I researched safety, rules, regulations, what to do and what not to do, how to self-manage, how to deal with inquiries, how to make a rental agreement with a lawyer, what kind of insurance we would need and for how much, etc.

We were able to list for Memorial Day Weekend of 2022 and since then, we have maintained all five star reviews. It has been an unbelievable journey and now that our journey has started, I fear unimaginable loss due to strict regulations. Loss of our life savings, loss of my childhood home, loss of income for my grandmother, so much loss after we had finally reached the point where I knew we could do this.

We have a strict rental agreement in place that guests are required to sign, along with a copy of photo ID, we have security cameras, we enforce our very long list of rules, we screen inquiries with questions, we promote local businesses in the town, are registered with the Rhode Island Department of Business Regulation, and so far every guest has been great and some have even left reviews that were so personal and touching that it brought tears to my eyes. I read some of the reviews now and it makes this past year worth every drop of blood, sweat, and tear.

I implore the town to think about our situation and incorporate that into your decision making process with the new STR ordinance. I am pro regulation but I am hoping and praying and pleading that the town allows previous already existing STRs to operate once the new ordinance goes into effect so that we can continue to provide support to one of Little Compton’s own cherished residents and keep the house where it belongs, in the family.

Thank you,

Dawn Simmons
To Town Council members:

I was encouraged by the 9/15/22 article in the Sakonnet Times, “Little Compton May Start Regulating Short-term Rentals” and I hope that Town Council takes steps to address this problem as soon as possible.

As a homeowner in LC for many years, I strongly support regulating short-term rentals. They are a worsening problem for many of us in town. In our very small neighborhood, Little Pond Cove, we have been subjected to short-term rentals for years, but it’s gotten intolerable in the last few years-- as it seems Little Compton has been “discovered”. We now see a constant weekly or even daily turnover of new renters from spring through fall.

Several houses in our neighborhood are available for daily rental through VRBO. If a house is listed on VRBO, it’s my understanding, that because of anti discrimination laws, there is no way for an owner to screen potential renters, say to determine if they are looking for a peaceful retreat or looking to get down and party. If they can pay the nightly rate, they can rent the house. This is a huge problem for us, as we never know who will be living across the laneway from us on any given week. And sadly for us, many short-term renters view their time in LC as “party time”, inviting friends to share in the fun and having loud parties into the night.

It’s like having a hotel across the laneway-- but a hotel with no security or controls over their guests. This type of thing should not be allowed in a small neighborhood.

I plan to come to the October 20th Town Council meeting and speak up in favor of regulating these short-term rentals.

John Garrison
jmarkgarrison@gmail.com
508-561-2162
To: Honorable Town Council

From: Antonio A. Teixeira
Town Administrator

Date: October 20, 2022

Subject: Janitorial Services – Town Hall, Police and Grange

As you know we issued an RFP to search for either a company or part-time individual to perform janitorial services in the Town Hall, Police Department and clean the Grange. No one replied until recently, Southcoast Cleaning contacted me, arrangements were made and they came in for a walk through.

They agreed to provide a service contract to clean the Town Hall, Police Department and the Grange twice a week with a deep cleaning once a month.

Attached is their proposals for the weekly cleaning and monthly deep cleaning for your review and authorization for the Town Administrator to sign the contract.

I would like to express appreciation and a big thank you to the school custodians; Chris Osborne, Jr., Paul Borges and Jeff Lopez who have taken on the task in the interim.

Thank you!
Prepared For
Tony Texiera
Town of Little Compton, RI
40 Commons Street
Little Compton, RI
02837

Estimate Date
09/27/2022

Estimate Number
1005

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Qty</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly cleaning of town offices and police department (2 visits)</td>
<td>$350.00</td>
<td>1</td>
<td>$350.00</td>
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<tr>
<td>Weekly cleaning of Grange (To be completed during one regularly scheduled visit)</td>
<td>$65.00</td>
<td>1</td>
<td>$65.00</td>
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</table>

Subtotal                                    | 415.00  |
Tax                                          | 0.00

Estimate Total (USD)                        | $415.00 |

Notes
The Southcoast Cleaning Co. will provide all cleaning solvents. Customer is expected to provide paper towels and trash bags. We will use customer vacuum if available.

Terms
Service will be billed bi-weekly with net 30 payment terms.
Prepared For
Tony Texiera
Town of Little Compton, RI
40 Commons Street
Little Compton, RI
02837

Estimate Date
09/27/2022

Estimate Number
1006

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Qty</th>
<th>Line Total</th>
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</thead>
<tbody>
<tr>
<td>Monthly deep clean of town offices</td>
<td>$250.00</td>
<td>1</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

Subtotal                             | 250.00 |
Tax                                   | 0.00   |

Estimate Total (USD)                  | $250.00 |

Notes
The Southcoast Cleaning Company will provide all cleaning solvents aside from paper towels and trash bags. We will use the customer's vacuum if provided.

Terms
Service will be billed bi-weekly with net 30 payment terms.
To: Honorable Town Council

From: Antonio A. Teixeira
       Town Administrator

Date: October 20, 2022

Subject: Little Compton (remote) Solar Contract

Little Compton has been exploring solar options. With the assistance of PowerOptions providing gratis consulting services, we were able to identify a project developer Nexamp located in Warren.

We will contemplate solar bill credits in the amount of 32.5% of the total annual electric bills for the Town and the School Department. Presently, we spend approximately $109,000 annually, based on that we will save approximately $35,000 annually.

Please find attached two documents; “Credit Purchase and Sale” and “Leasehold Easement”. The Town Solicitor has reviewed the two documents.

This is a major accomplishment that would not have been possible without Town Council President Mushen, School Business Manager John McNamee and Town Administrator’s efforts.

I request your review and authorization for the Town Administrator to sign on behalf of the Town.

Thank you!
Hi Tony, John, Robert,

Following up on our conversation earlier this week, attached please find the executable contracts for the contemplated solar bill credits. Copied on this email are Matthew Dykeman and Joe Fiori from Nexamp – the project developer who I’ve been coordinating with. While I and PowerOptions remain available to you, Matt and Joe are additional resources for answering any questions as Nexamp will be your direct contract counterparty.

The first document is the “Credit Purchase and Sale” agreement with all of the business terms. The second document is the “leasehold easement” as we discussed which is necessary due to RI law around net metering which requires the off-taker to have an interest in the property on which the solar project is sited. This agreement grants you a $0 non-exclusive easement at the property which doesn’t really come with any significant rights or responsibilities. Please note that the leasehold easement has to be notarized and Nexamp needs the original copy as it will be recorded.

Please feel welcome to have your legal counsel reach out to me with any specific questions, or if they’d like a conceptual walk-through of the deal/contract. In my experience, an intro call before they dive in will greatly expedite the process.

Thanks and happy weekend!

Best,

Take a look at what PowerOptions can do for you!

Walter Gray
Program Manager

857.410.1658
wgray@poweroptions.org
www.poweroptions.org
LEASEHOLD EASEMENT AGREEMENT

This Leasehold Easement Agreement ("Agreement") is made and entered into as of [Insert Date], 2022 (the "Effective Date"), by and between TPE RI WA1, LLC, a Delaware limited liability company ("Grantor"), having an address of c/o Nexamp, Inc., 101 Summer Street, 2nd Floor, Boston MA 02110, and Town of Little Compton, a Rhode Island municipality, (the "Grantee"), having an address of 40 Commons St, Little Compton, RI 02837.

RECITALS

WHEREAS, Grantor leases certain real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Premises") pursuant to a certain Option and Ground Lease between TPE RI WA1 Land, LLC, a Delaware limited liability company ("Fee Owner") and Grantor, dated November 19, 2021, as amended or extended from time to time (the "Lease"), notice of which is recorded with the Town of Warren Recorder of Deeds in Book 1077, Page 16;

WHEREAS, the Grantor intends to develop, construct, own, operate and maintain certain solar energy generation equipment, energy storage devices, and associated equipment and facilities with a nameplate capacity of approximately 3.551 MW AC (the "Facility") to be located on the Premises;

WHEREAS, the Facility will allow the Grantee to benefit from that certain Credit Purchase and Sale Agreement dated [Insert Date] between and among Grantor and Grantee (the "NMFA"), which, as a Net Metering Financing Arrangement under Rhode Island's net metering statute (R.I.G.L. § 39-26.4-1, et. seq.) and the Rhode Island Energy (formerly Narragansett Electric Company) Net Metering Provision (R.I.P.U.C. No. 2241 and its successor tariffs) (the "Net Metering Program"), pursuant to which Grantee will purchase net metering credits to be applied against Grantee’s electrical expense;

WHEREAS, pursuant to the NMFA and the Lease, the Facility will be located on the Premises, and the Net Metering Program, as determined by the Rhode Island Public Utilities Commission, requires Grantee to have own or control the Premises on which the Facility is located, and
WHEREAS, in order to allow Grantee to benefit from the power generated on the Premises by the Facility in compliance with the Net Metering Program, Grantor and Grantee desire to enter into this Easement Agreement in order to provide the Grantee with control over the Premises, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used in this Agreement shall mean as defined in the Lease, unless otherwise defined in this Agreement.

2. Grant of Easement. Grantor hereby grants to Grantee an easement on the Premises, for the uses permitted pursuant to the Lease, for the express purposes exercising control over the Premises in connection with the operation of the Facility. The Grantee’s rights and obligations shall be governed by the terms of the NMFA and this Agreement. Grantee shall have no right of access to the Premises unless set forth in the NMFA. Further, Grantor and Grantee understand and agree that the easement granted hereby will be held jointly by the Grantee together with certain other eligible persons, each of which have or will also enter into a Net Metering Financing Arrangement with Grantor pursuant to the Net Metering Program. Title and ownership of the Facility and all associated equipment and structures shall be in the Grantor or its permitted mortgagees and assigns, and no rights therein shall be granted or transferred pursuant to this Agreement.

3. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

4. Runs with the Land; Successors Bound. This easement will run and bind the Premises and will inure to the benefit of and be binding on the Grantor and the Grantee as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them.

5. Duration. The Agreement shall terminate simultaneously and automatically upon the expiration or earlier termination of the NMFA which provides for a term running through 11:59 PM on the day preceding the twentieth (20th) anniversary of the date on which the Facility achieves Commercial Operations (as defined pursuant to the NMFA) and has obtained the final statement of qualification from the Rhode Island Public Utilities Commissions (or equivalent); or (ii) the Lease. Upon such termination Grantor shall have the unilateral right to execute and record a Notice of Termination of Easement in the Land Evidence Records for the Town in which the Facility is located. Upon termination of this Easement Agreement, neither party shall have any further rights hereunder.
6. Ownership and Operation of the Facility. Grantor shall, at its sole cost and expense, install and maintain the Facility upon, under and over the Premises. The Facility will be owned, operated and maintained exclusively by Grantor and its contractors, vendors, successors or assigns. The Facility and all alterations, additions, improvements, or installations made thereto by or for Grantor, and all personal property of Grantor used in connection with the installation, operation and maintenance of the Facility, electric lines, poles or other equipment related to the Facility are, and shall be and remain, the personal property of Grantor. All energy, including capacity, generated by the Facility shall remain the sole and exclusive property of Grantor subject to the Grantee's right to purchase net metering credits pursuant to the NMFA.

7. Easement Area. The location of the Facility described and identified in Exhibit B (the “Easement Area”), is the anticipated location of this easement. The Grantee agrees that Grantor may in the future prepare an as-built survey depicting the actual location of the Facility on the Premises and the final Easement Area as a revised Exhibit B, and that this Easement Agreement will be amended by the Grantor and Grantee to replace Exhibit B annexed hereto with the Grantor's revised Exhibit B. Grantor shall have the sole duty and responsibility to keep and maintain the Easement and the portion of the Premises over which the Easement has been granted in good order, condition and repair.

8. Non-Disturbance. Grantee shall not in any way impair the Grantor’s rights to (i) develop, install, construct, interconnect, maintain, operate, repair, replace and decommission the Facility on the Premises, (ii) to produce, deliver and sell electricity produced by the Facility on the Premises and associated Environmental Attributes and Tax Attributes, (iii) to store such equipment, supplies, tools and replacement parts as reasonably required to accomplish (i) and (ii) above on the Premises, and (iv) exercise all prior rights of record affecting the Premises. Further, Grantee will not create or permit, directly or indirectly, any damage, improvement or grant of any easement, ground lease, lease, license, sale, option, lien, mortgage, assignment of rights or other similar interest or encumbrance of or upon the Premises, by or on behalf itself, its employees, agents, contractors or subcontractors. Grantor and Grantee recognize that Grantor's rights pursuant to the Lease would be frustrated if an obstruction were built that would cause interreference with or block the Facility’s access to sunlight, or partially or completely prevent physical access and/or utilities access to and from the Facility. Grantee shall not create or permit, directly or indirectly, any encumbrance or other occurrence of any of the foregoing on the Premises and on any abutting property owned by Grantee, by or on behalf itself, its employees, agents, contractors or subcontractors. Grantor shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 8. Notwithstanding the foregoing, the rights granted herein are not intended to limit or interfere with Grantor's use of the Premises as a Facility or the rights of others holding an interest in the Premises.

9. Mortgage; Financing. Grantee acknowledges that Grantor or Fee Owner may encumber its interest in the Premises by mortgage, lease, easement, deed of trust, lien and security interest, or similar instrument or instruments. Grantee hereby acknowledges that this Agreement will be subject and subordinate to any such present or future interest in Grantor's leasehold interest in, or Fee Owner's fee interest in the Premises. Such subordination is automatic and is effective without any further action of Grantee or Fee Owner. Upon the request of Grantor, Fee Owner any
of their finance partners, the Grantee shall execute a consent and agreement in a form reasonably requested by Grantor, Fee Owner or such finance partner; such consent and agreement not to be unreasonably withheld, conditioned or delayed.

10. **Insurance.** Grantor shall obtain, keep and maintain appropriate insurance for its respective interests in, and activities on the Premises, during the Term of this Agreement, and shall provide Grantee with the appropriate certificate of insurance upon request.

11. **Indemnity.** Grantor shall indemnify, defend and hold harmless the Grantee, its agents and employees, from and against any and all liabilities, obligations, damages (other than consequential damages), penalties, claims, costs, damages or injuries to the personnel and equipment of the Grantee including its employees, agents, contractors or subcontractors within the Easement Area, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the Grantee, its agents or employees, by reason of the negligent actions or omissions or willful misconduct of Grantor or its agents, employees, contractors, or subcontractors in connection with the Grantor's activities at the Premises. Grantee shall indemnify, defend and hold harmless the Grantor, its agents and employees, from and against any and all liabilities, obligations, damages (other than consequential damages), penalties, claims, costs, damages or injuries to the personnel and equipment of the Grantor including its employees, agents, contractors or subcontractors within the Premises, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the Grantor, its agents or employees, by reason of the negligent actions or omissions or willful misconduct of Grantee or its agents, employees, contractors, or subcontractors in connection with the Grantee’s activities at the Premises. This Section 11 shall not apply to any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation brought onto, or released at, the Premises by Grantee, or any of their invitees. Except as expressly set forth herein, neither party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.

12. **Notices.** All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor:

**TPE RI WA1, LLC**

c/o Nexamp, Inc.

101 Summer Street, 2nd Floor

Boston MA 02110

Attn: Asset Management

By e-mail to: AM@nexamp.com
To Grantee:

Town of Little Compton, Rhode Island
40 Commons, PO Box 226
Little Compton, RI 02837
Attn: Tony Teixeira

With copies to:

13. **Assignment.** Grantee may not assign this Agreement or its rights and obligations hereunder to any person without Grantor’s prior written consent. Grantor may not assign this Agreement or its rights and obligations hereunder to any person without Grantee’s prior written consent, except that Grantor may assign this Agreement, in its sole discretion, to any entity (i) as security for or in connection with a financing or other financial arrangement related to the Lease or Facility, or (ii) to any person who takes and assumes all of Grantor’s interest in the Premises and the Lease and assumes Grantor’s rights and obligations pursuant to this Agreement.

14. **Mutual Assurances.** The parties to this agreement agree to execute and deliver such additional documents and instruments and to perform any additional acts reasonably necessary or appropriate to perform or confirm the terms, provisions, and conditions of this Easement. This Agreement shall be recorded by Grantor, at Grantor’s expense, with the appropriate Recorder of Deeds.

15. **Law.** This Agreement is governed by the laws of the State of Rhode Island without application of its conflict of law rules.

16. **Authority.** Each party represents and warrants that it has full right and authority to enter into this Agreement; Grantor represents that it has full right and authority to grant to Grantee the Easement set forth in Section 2 for the purposes set forth therein and in this Agreement.

17. **Captions and Headings.** The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. **Cumulative Remedies.** Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to the Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and the benefits allowed by law or equity to Grantee.

19. **Counterparts.** This agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same
agreement.

20. **Severability.** If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case maybe.

21. ** Entire Understanding and Amendment.** This Agreement is the product of negotiations between the Parties and shall not be construed as being drafted by one Party as opposed to the other. This Agreement constitutes the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein, other than the NMFA. All Exhibits attached hereto are incorporated herein by reference as if set forth herein in full. Agreement may not be modified, amended, altered, or changed in any respect except by written agreement and signed by each of the parties hereto.

*SIGNATURE PAGES TO FOLLOW*
IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Leasehold Easement Agreement on the date first written above.

GRANTOR:

TPE RI WA1, LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

COMMONWEALTH OF MASSACHUSETTS )

) )

COUNTY OF ________________

On this ______ day of ____ 2022, before me, the undersigned notary public, personally appeared _________________________ (name of document signer), proved to me through satisfactory evidence of identification, which were _________________________, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he/she/they) signed it voluntarily, as (his/her/their) and TPE RI WA1, LLC’s free act and deed for its stated purpose as _________________________ for TPE RI WA1, LLC, a Delaware limited liability company.

_____________________________ (official signature and seal of notary)

My commission expires: ______________

[signatures continue]
GRANTEE:

Town of Little Compton, RI

By: ________________________________
Name: ________________________________
Title: ________________________________

STATE OF RHODE ISLAND  )
COUNTY OF ________________  )

On this ______ day of _____ 2022, before me, the undersigned notary public, personally appeared ________________________________, (name of document signer), proved to me through satisfactory evidence of identification, which were ________________________________, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he/she/they) signed it voluntarily, as (his/her/their) and House of Hope Community Development Corporation’s free act and deed for its stated purpose as ________________________________ for Town of Little Compton, a Rhode Island municipality.

______________________________ (official signature and seal of notary)

My commission expires: ______________

___________________________________
EXHIBIT A

Premises Description

A certain portion of that certain real property located at 35 Schoolhouse Road, the Town of Warren, Bristol County, Rhode Island, which is the property conveyed to the Fee Owner by deed from DJ Development Corp., a Rhode Island corporation, dated March 31, 2022, and recorded in the Town of Warren, Bristol County, Rhode Island Registry of Deeds at Book 1077, Page 5, as described in that certain Memorandum of Option and Ground Lease recorded in said Registry of Deeds at Book 1077, Page 16 and as follows:

PARCEL 1

Beginning at a point having coordinates of N:239171.38, E:391605.59;

Thence running easterly S 88°53'33" E a distance of Two Hundred Twenty Six Point Eight Two (226.82) feet to a point;

Thence turning and running northerly N 00°39'38" W a distance of Ninety Four Point Eight Six (94.86) feet to a point;

Thence turning and running easterly S 81°59'20" E a distance of Two Hundred Sixteen Point One Five (216.15) feet to an iron rod;

Thence continuing easterly S 78°02'04" E a distance of Two Hundred Seventy Five Point Eight Six (275.86) feet to a point;

Thence continuing easterly S 78°16'03" E a distance of One Hundred Six Point Two Three (106.23) feet to a drill hole;

Thence turning and running southerly along a stone wall S 02°46'45" W a distance of Seventy One Point Five Six (71.56) feet to a point;

Thence continuing southerly along said stone wall S 03°33'37" W a distance of Three Hundred Five Point Nine Six (305.96) feet to the corner of said stone wall;

Thence turning and running easterly along said stone wall S 80°56'34" E a distance of Forty Eight Point Six Zero (48.60) feet to the corner of said stone wall;

Thence turning and running southerly S 15°54'51" W a distance of Two Hundred Six Point Two Five (206.25) feet to a point;

Thence continuing southerly S 16°01'25" W a distance of Ninety Four Point Zero Zero (94.00) feet to a drill hole in a stone wall;
Thence turning and running westerly N 74°44'39" W a distance of Three Hundred Sixty Five Point Eight Three (365.83) feet to a point;

Thence continuing westerly N 82°21'20" W a distance of Four Hundred Nineteen Point One Two (419.12) feet to the corner of a stone wall;

Thence running northwesterly N 38°19'34" W a distance of Eleven Point Four Seven (11.47) feet to a point;

Thence turning and running northerly N 04°29'05" E a distance of Four Point Three One (4.31) feet to a point;

Thence continuing northerly N 03°38'24" E a distance of Thirty Three Point Six One (33.61) feet to a point;

Thence continuing northerly N 03°15'55" E a distance of Thirty Nine Point Six Seven (39.67) feet to a point;

Thence continuing northerly N 03°49'42" E a distance of Thirty Five Point Nine Five (35.95) feet to a point;

Thence continuing northerly N 03°42'41" E a distance of Twenty Four Point Seven Two (24.72) feet to a point;

Thence continuing northerly N 01°24'36" E a distance of Thirty Three Point One Seven (33.17) feet to a point;

Thence continuing northerly N 01°49'49" E a distance of Forty Nine Point Six Six (49.66) feet to a point;

Thence continuing northerly N 01°50'41" E a distance of Six Point One Four (6.14) feet to a point;

Thence continuing northerly N 06°14'08" E a distance of Thirty Point Seven Two (30.72) feet to a point;

Thence continuing northerly N 07°13'14" E a distance of Twenty Eight Point Zero Eight (28.08) feet to a point;

Thence continuing northerly N 07°29'45" E a distance of Five Point One One (5.11) feet to a point;

Thence continuing northerly N 02°19'18" E a distance of Nine Point Eight Seven (9.87) feet to a point;
Thence continuing northerly N 02°12'27" E a distance of Forty Six Point Three Six (46.36) feet to a point;

Thence continuing northerly N 02°23'09" E a distance of One Hundred Thirty Point Zero Seven (130.07) feet to a point;

Thence continuing northerly N 01°35'52" E a distance of Twenty Two Point Six Zero (22.60) feet to a point;

Thence running northerly N 14°41'35" W a distance of Thirty Two Point Five Seven (32.57) feet to the point of beginning.;

Said leased area containing 512,877 square feet (11.77 Ac) more or less, as shown on Windmill Hill Golf Course: ALTA Survey Plan produced by Narragansett Engineering.

PARCEL 2

Beginning at a point in a corner of a stone wall having coordinates of N:239557.42, E:390706.30;

Thence turning and running easterly along said stone wall S 70°07'41" E a distance of Fifty One Point Zero Seven (51.07) feet to the corner of a stone wall;

Thence turning and running southerly along said stone wall S 08°08'54" W a distance of Two Hundred Twenty One Point Zero Zero (221.00) feet to the corner of said stone wall;

Thence turning and running easterly along said stone wall S 68°45'24" E a distance of One Hundred Eighty Five Point Four Two (185.42) feet to the corner of said stone wall;

Thence turning and running northerly along said stone wall N 08°22'59" E a distance of Two Hundred Twenty One Point Zero Zero (221.00) feet to the corner of said stone wall;

Thence turning and running easterly along said stone wall S 73°51'39" E a distance of Thirty Four Point Three Six (34.36) feet to a point at the end of said stone wall;

Thence continuing easterly S 68°59'49" E a distance of Ninety Point Seven Five (90.75) feet to a point at the end of a stone wall;

Thence continuing easterly along said stone wall S 69°06'18" E a distance of Fifty Six Point Four Nine (56.49) feet to a point in said stone wall;

Thence continuing easterly along said stone wall S 67°15'55" E a distance of Twenty Six Point Eight-Eight (26.88) feet to a point in said stone wall;
Thence continuing easterly along said stone wall S 73°56'26" E a distance of Forty Point Three One (40.31) feet to a point at the end of said stone wall;

Thence continuing easterly S 73°51'19" E a distance of Sixty Five Point One One (65.11) feet to an iron rod;

Thence turning and running northeasterly N 66°22'09" E a distance of One Hundred Eighteen Point Six Two (118.62) feet to an iron rod;

Thence turning and running southerly S 11°03'29" W a distance of Two Hundred Forty One Point Zero Zero (241.00) feet to an iron rod;

Thence turning and running easterly S 78°56'31" E a distance of One Hundred Fifty Point Zero Zero (150.00) feet to an iron rod;

Thence turning and running northerly N 10°43'46" E a distance of One Hundred Two Point Seven Six (102.76) feet to an iron rod;

Thence turning running easterly S 79°16'14" E a distance of One Hundred Fifty Point Zero Zero (150.00) feet to an iron rod;

Thence turning and running southerly S 04°59'28" E a distance of Fifty Four Point Nine Nine (54.99) feet to a point;

Thence continuing southerly S 05°29'47" E a distance of Fifty Six Point Five Four (56.54) feet to a point;

Thence continuing southerly S 01°57'16" W a distance of Forty Three Point One Five (43.15) feet to a point;

Thence continuing southerly S 02°15'15" W a distance of Fifty Six Point Three Five (56.35) feet to a point;

Thence continuing southerly S 02°15'15" W a distance of Thirty Point Four Zero (30.40) feet to a point;

Thence continuing southerly S 02°25'44" W a distance of Twenty Point Nine Three (20.93) feet to a point;

Thence turning and running westerly S 89°59'21" W a distance of Nine Hundred Eighty Point Zero Two (980.02) feet to a point;

Thence turning and running northerly N 07°34'59" E a distance of Sixty Two Point Seven Zero (62.70) feet to a point at the end of a stone wall;
Thence continuing northerly along said stone wall N 08°40'57" E a distance of Fifty Four Point Two Four (54.24) feet to a point in said stone wall;

Thence continuing northerly along said stone wall N 06°41'09" E a distance of Eighty Nine Point Three Three (89.33) feet to a point in said stone wall;

Thence continuing northerly along said stone wall N 07°38'37" E a distance of One Hundred Twenty Point Zero Zero (120.00) feet to a point in said stone wall;

Thence continuing northerly along said stone wall N 08°12'02" E a distance of Thirty Four Point One Eight (34.18) feet to a point at the end of said stone wall;

Thence running northerly N 08°03'13" E a distance of Two Hundred Thirty Eight Point Three Three (238.33) feet to the point of beginning at the corner of the stone wall;

Said leased area containing 349,860 square feet (8.03 Ac) more or less, as shown on Windmill Hill Golf Course: ALTA Survey Plan produced by Narragansett Engineering.

PARCEL 3

Beginning at a mag nail having coordinates of N:239560.38, E:391664.16;

Thence running easterly N 83°01'09" E a distance of Forty Point Zero Zero (40.00) feet to an iron rod;

Thence turning and running southerly S 10°21'39" W a distance of Two Hundred Eighty Point Four Zero (280.40) feet to a punch mark in an electric hand hole;

Thence turning and running easterly S 79°38'21" E a distance of One Hundred Fifty Point Zero Zero (150.00) feet to a point in a stone wall;

Thence continuing easterly S 81°59'20" E a distance of Forty Eight Point Nine Zero (48.90) feet to a point;

Thence turning and running southerly S 00°39'38" E a distance of Ninety Four Point Eight Six (94.86) feet to a point;

Thence turning and running westerly N 88°53'33" W a distance of Two Hundred Twenty Six Point Eight Two (226.82) feet to a point;

Thence running westerly N 71°04'06" W a distance of Nineteen Point One Nine (19.19) feet to a point;

Thence turning and running northerly N 04°59'28" W a distance of Fifty Four Point Nine Nine (54.99) feet to a point;
Thence running northerly N 10°44'05" E a distance of Three Hundred Forty Point One Seven (340.17) feet to the mag nail of beginning

Said easement area containing 38,238 square feet (0.87 Ac) more or less, as shown on Windmill Hill Golf Course: ALTA Survey Plan produced by Narragansett Engineering.

PARCEL 4

Beginning at a point having coordinates of N:243,405.41, E:386,787.67;

Thence running easterly S 71°04'06" E a distance of Nineteen Point One Nine (19.19) feet to a point;

Thence turning and running southerly S 14°41'35" E a distance of Thirty Two Point Five Seven (32.57) feet to a point;

Thence running southerly S 01°35'52" W a distance of Twenty Two Point Six Zero (22.60) feet to a point;

Thence continuing southerly S 02°23'09" W a distance of One Hundred Thirty Point Zero Seven (130.07) feet to a point;

Thence continuing southerly S 02°12'27" W a distance of Forty Six Point Three Six (46.36) feet to a point;

Thence continuing southerly S 02°19'18" W a distance of Nine Point Eight Seven (9.87) feet to a point;

Thence continuing southerly S 07°29'45" W a distance of Five Point One One (5.11) feet to a point;

Thence continuing southerly S 07°13'14" W a distance of Twenty Eight Point Zero Eight (28.08) feet to a point;

Thence continuing southerly S 06°14'08" W a distance of Thirty Point Seven Two (30.72) feet to a point;

Thence continuing southerly S 01°50'41" W a distance of Six Point One Four (6.14) feet to a point;

Thence continuing southerly S 01°49'49" W a distance of Forty Nine Point Six Six (49.66) feet to a point;
Thence continuing southerly S 01°24'36" W a distance of Thirty Three Point One Seven (33.17) feet to a point;

Thence continuing southerly S 03°42'41" W a distance of Twenty Four Point Seven Two (24.72) feet to a point;

Thence continuing southerly S 03°49'42" W a distance of Thirty Five Point Nine Five (35.95) feet to a point;

Thence continuing southerly S 03°15'55" W a distance of Thirty Nine Point Six Seven (39.67) feet to a point;

Thence continuing southerly S 03°38'24" W a distance of Thirty Three Point Six One (33.61) feet to a point;

Thence continuing southerly S 04°29'05" W a distance of Four Point Three One (4.31) feet to a point;

Thence turning and running southeasterly S 38°19'34" E a distance of Eleven Point Four Seven (11.47) feet to the corner of a stone wall;

Thence turning and running southerly along said stone wall S 08°03'40" W a distance of One Hundred Sixty Three Point One Three (163.13) feet to the corner of a stone wall;

Thence turning and running easterly along said stone wall S 77°55'25" E a distance of Forty Eight Point Two One (48.21) feet to a drill hole in said stone wall;

Thence turning and running southerly S 06°32'29" W a distance of One Hundred Eighty Nine Point Four Three (189.43) feet to a point;

Thence continuing southerly S 00°53'29" W a distance of Fifty Nine Point Eight One (59.81) feet to an iron rod;

Thence turning and running easterly S 79°30'30" E a distance of One Hundred Nine Point Four Four (109.44) feet to an iron rod;

Thence turning and running southerly S 09°39'14" W a distance of Two Hundred Nineteen Point Eight Seven (219.87) feet to the corner of a stone wall;

Thence turning and running westerly along said stone wall N 74°40'41" W a distance of Sixty Four Point Five Three (64.53) feet to a point in said stone wall;

Thence continuing westerly N 73°04'50" W a distance of Fifty Four Point Six Zero (54.60) feet to a point;
Thence turning and running northerly N 12°19'35" E a distance of Sixty Three Point Three Four (63.34) feet to a point;

Thence turning and running northerly N 11°24'57" W a distance of Fifty Four Point Eight Seven (54.87) feet to a point;

Thence running northwesterly N 21°56'55" W a distance of Nine Point Six Three (9.63) feet to a point;

Thence continuing northerly N 15°00'46" W a distance of Seven Point Three Three (7.33) feet to a point;

Thence continuing northerly N 10°23'42" W a distance of Eleven Point Six Four (11.64) feet to a point;

Thence continuing northerly N 03°06'20" W a distance of Seventeen Point Six Six (17.66) feet to a point;

Thence continuing northerly N 03°03'22" W a distance of Twenty One Point Two Five (21.25) feet to a point;

Thence continuing northerly N 02°56'50" W a distance of Forty Point Zero Zero (40.00) feet to a point;

Thence continuing northerly N 03°00'14" W a distance of Thirty Seven Point Nine Two (37.92) feet to a point;

Thence continuing northerly N 02°58'01" W a distance of Thirty Nine Point Three Nine (39.39) feet to a point;

Thence continuing northerly N 02°59'06" W a distance of Thirty Four Point Zero Five (34.05) feet to a point;

Thence continuing northerly N 02°45'46" W a distance of Sixteen Point Four Seven (16.47) feet to a point;

Thence continuing northerly N 07°42'34" W a distance of Twelve Point Eight Eight (12.88) feet to a point;

Thence continuing northerly N 03°47'56" W a distance of Twenty Nine Point One Eight (29.18) feet to a point;

Thence continuing northerly N 00°44'30" W a distance of Twenty Point Six Zero (20.60) feet to a point;
Thence running northerly N 03°32'22" E a distance of Twenty Five Point Nine Two (25.92) feet to a point;

Thence continuing northerly N 08°52'50" E a distance of Twenty Eight Point Zero Seven (28.07) feet to a point;

Thence continuing northerly N 09°45'56" E a distance of Fifty Three Point Eight Five (53.85) feet to a point;

Thence continuing northerly N 10°13'06" E a distance of Sixty Three Point One Three (63.13) feet to a point;

Thence continuing northerly N 08°44'19" E a distance of Fifty Two Point Two Three (52.23) feet to a point;

Thence continuing northerly N 04°37'36" E a distance of Twenty Six Point Eight Seven (26.87) feet to a point;

Thence running northerly N 02°57'20" E a distance of Thirty Nine Point Three Eight (39.38) feet to a point;

Thence continuing northerly N 03°53'32" E a distance of Fifty Nine Point Five Two (59.52) feet to a point;

Thence continuing northerly N 01°53'44" E a distance of Fifty One Point One Eight (51.18) feet to a point;

Thence continuing northerly N 01°51'45" E a distance of Forty Nine Point Two Three (49.23) feet to a point;

Thence continuing northerly N 05°38'26" E a distance of Ten Point Eight Five (10.85) feet to a point;

Thence continuing northerly N 05°58'28" E a distance of Twenty Three Point Zero Six (23.06) feet to a point;

Thence continuing northerly N 06°33'29" E a distance of Thirteen Point Four Two (13.42) feet to a point;

Thence continuing northerly N 10°20'25" E a distance of Seven Point Three Four (7.34) feet to a point;

Thence continuing northerly N 06°31'36" E a distance of Twelve Point Four Six (12.46) feet to a point;
Thence continuing northerly N 03°27'41" E a distance of Four Point Zero Four (4.04) feet to a point;

Thence continuing northerly N 01°08'32" E a distance of Seven Point Eight Four (7.84) feet to a point;

Thence continuing northerly N 02°15'15" E a distance of Eight Point Eight Zero (8.80) feet to a point;

Thence continuing northerly N 02°02'00" E a distance of Sixteen Point Five Five (16.55) feet to a point;

Thence continuing northerly N 02°25'44" E a distance of Twenty Point Nine Three (20.93) feet to a point;

Thence continuing northerly N 02°15'15" E a distance of Eighty Six Point Seven Five (86.75) feet to a point;

Thence continuing northerly N 01°57'16" E a distance of Forty Three Point One Five (43.15) feet to a point;

Thence running northerly N 05°29'47" W a distance of Fifty Six Point Five Four (56.54) feet to the point of beginning.;

Said easement area containing 61,738 square feet (1.41 Ac) more or less, as shown on Windmill Hill Golf Course: ALTA Survey Plan produced by Narragansett Engineering.
EXHIBIT B

Easement Area

The Easement Area shall mean the Premises unless Grantor determines the boundaries of a portion of the Premises to be the final Easement Area by means of a survey, which survey shall then define the Easement Area and shall be an amendment to this Agreement as a revised Exhibit B.
CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement ("Agreement") is entered into as of ________, 2022 (the "Effective Date") by and between TPE RI WA1, LLC, a Delaware limited liability company ("Seller"), and Town of Little Compton, a Rhode Island municipality ("Buyer"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual representations, warranties, covenants, and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I
DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II
TERM

2.1 Term. The term of this Agreement (the "Term") shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operations Date (the "Termination Date"), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. This Agreement may be terminated before the Termination Date (the "Early Termination Date"):

(a) by Seller, subject to Section 5.4, upon thirty (30) days’ notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it should not construct the Facility or (ii) after the Construction Commencement Date it should abandon the Facility as a result of an event of Force Majeure.
(b) by Seller, in accordance with section 4.1 (regarding conditions precedent);

c) by either Party, in accordance with Section 4.2 (regarding regulatory change); or

d) pursuant to Section 10.3 (regarding financing);

e) by Buyer, after the Commercial Operations Date, by providing at least seven hundred and thirty (730) days’ prior written notice to Seller; or

(f) by Buyer, subject to Section 5.4, upon thirty (30) days written notice to Seller, if Seller fails to achieve commercial operations by December 31, 2023; provided that such date shall automatically be extended on a day-for-day basis, not to exceed one hundred and eighty (180) days for reasons of Force Majeure or any permitting or utility delays.”

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose before the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III
TITLE; COMMERCIAL OPERATION DATE

3.1 Title.

(a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign them to Seller, and if Buyer receives any payments for them it shall promptly pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.

(b) As between Seller and Buyer, title to, and risk of loss of, the Credits will pass from Seller to Buyer upon allocation of the Credits to Buyer’s Utility Account(s).

3.2 Notice of Commercial Operations Date. Seller shall promptly notify Buyer in writing of the Commercial Operations Date.

ARTICLE IV
CONDITIONS PRECEDENT; REGULATORY CHANGE

4.1 Conditions Precedent.

(a) Seller’s obligations under this Agreement are subject to the Facility’s connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to
generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority. If the Facility does not so qualify, then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice and Section 11.1 (Disputes) shall continue to apply notwithstanding such termination.

(b) Seller’s obligation to sell Credits is additionally subject to the Buyer, after having received such documents from Seller, delivering a copy of the executed documents required by RI-PUC (No. 2075), including system eligibility requirements as defined in “Eligible Net Metering System” and LDC.

4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the Rhode Island Public Utilities Commission or the Utility, that (i) materially restricts Seller’s ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer’s ability to receive Credits, or (iii) disallows the Facility’s qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, the imposition of any non-passable charge(s) and/or utility rate designed to recover additional costs due to Buyer’s purchase or receipt of the Credits (such as an MMRC or any similar charge) shall not trigger the obligation to amend this Agreement under this Section 4.2.

ARTICLE V
PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES

5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to pay the Price to Seller for the Quantity of Credits associated with the Energy, as determined by the Meter. The Price is stated on Exhibit A, attached hereto, and incorporated herein.

5.2 Delivery; Indemnification. Seller shall, in its sole discretion, direct the Utility to deliver the Credits to Buyer.

(a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer’s Utility Account(s) (as
determined by a process established by the Utility pursuant to the Tariff or other similar rules adopted by the Utility).

(b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer’s Utility Statement as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility’s billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits.

(c) Buyer acknowledges that Seller is relying on commitments made by Buyer under this Agreement for the Facility to receive and maintain qualification as an Eligible Net Metering System. Buyer agrees that it shall not take any action that would cause the Facility not to be qualified as an Eligible Net Metering System and shall cooperate with Seller to assure the Facility’s continued qualification.

(d) Seller will attempt to correct any Utility allocation error and Buyer agrees to cooperate in a timely manner as needed.

5.3 Governmental Charges.

(a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.

(b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party’s written request, provide the other Party with all necessary documentation to evidence the exemption or exclusion.

5.4 Contract Adjustments.

(a) If the Seller determines in its sole discretion that it’s beneficial to submit a revised Exhibit A and B designating a new Facility, then Seller may submit a revised Exhibit A and B designating a new Facility and this Agreement shall be modified to account for the revisions, provided that the alternate Facility (i) is located within the same Utility service territory, (ii) has a Commercial Operations Date that is not substantially later than is anticipated for the original Facility (iii) satisfies the program qualification requirements, and (iv) does not materially change the estimated Quantity to be delivered to the Buyer. Upon designation of a new Facility pursuant to this section, Buyer and Seller shall execute a Site Control Agreement with respect to the new Facility pursuant to Section 7.4 of this Agreement. Notwithstanding the foregoing, no adjustments pursuant to this section will increase the Price.

(b) Buyer may request in writing an update to the Utility Accounts, and upon consent by Seller (such consent not to be unreasonably withheld, conditioned, or delayed), such
updated Utility Accounts shall automatically become effective within ninety (90) days after Seller’s consent. Buyer represents that all Utility Accounts are (i) controlled directly by Buyer or (ii) for subsidiaries or Affiliates of Buyer for which Buyer is duly authorized to execute on behalf of. Notwithstanding the above, any requested amendments must be to Utility Accounts within the same [utility area / load zone] and the aggregate Purchase Percentage shall not be adjusted. Buyer further acknowledges that all invoices and payments for Credits with respect to allocations made to Utility accounts prior to the effective date of any updated Utility Account list shall not be affected by any such update or amendment.

ARTICLE VI
PAYMENT

6.1 Payment.

(a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the “Invoice”) for the amount due based on the Price multiplied by the Quantity. Invoices will be issued by Seller to Buyer monthly, within thirty (30) days after the Credits are allocated to Buyer’s Utility Accounts. Buyer will have no liability to pay for Credits which are allocated to Buyer’s Utility Accounts and not invoiced for within 60 days of such Credits being applied to Buyer’s Utility Accounts as reflected on Buyer’s Utility Account Statement(s).

(b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within forty-five (45) days following Buyer’s receipt of each Invoice. If Buyer does not pay an Invoice within forty-five (45) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual interest accrual rate is the Interest Rate.

(c) Before the Commercial Operations Date, Buyer shall take all actions necessary to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller’s obligations under this Agreement.

(d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

(a) Seller shall maintain accurate operating records in order to properly administer this Agreement.

(b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations, and payments for
the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records regarding the transactions during the other Party's normal business hours.

6.3 Invoice Disputes; Invoice Discrepancies.

(a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and Buyer shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall be returned by the receiving Party promptly following the request or, deducted from subsequent payments with interest accrued at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twelve (12) calendar months from the Invoice date. If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

(b) If the Parties determine that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility. If the discrepancy is due to an accounting or administrative error by the Utility, Buyer, as the Utility Account holder, and with Seller's cooperation, shall resolve the discrepancy with the Utility.

ARTICLE VII
REPRESENTATIONS, WARRANTIES, COVENANTS; SITE CONTROL

7.1 Each Party represents and warrants to the other Party as follows.

(a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the State of Rhode Island.

(b) The Party has full legal capacity to enter into and perform this Agreement.

(c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

(d) It shall perform its obligations under this Agreement in material compliance with Applicable Law.

7.2 The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this
Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

7.3 To the extent the financial statements are not publicly available, or if Buyer's credit rating is withdrawn or greater than two years old, Buyer shall provide to Seller, on or prior to the Effective Date and annually thereafter, a copy of the most recent year's financial statements for Buyer.

7.4 The Buyer shall promptly fulfill all obligations under the Tariff required to obtain and authorize the Facility to interconnect and produce Credits under the Net Metering Regulations. Within ten (10) business days after Seller's written request, Buyer agrees to execute and deliver an agreement in substantially the form of document attached hereto as Exhibit C and incorporated herein by reference (the "Site Control Agreement"), granting Buyer certain rights with respect to the portion of the property upon which the Facility is located as set forth in the Site Control Agreement (the "Facility Premises") for the purpose of ensuring that Buyer will have rights in the Facility Premises sufficient to meet the applicable requirements of the Net Metering Regulations, Net Metering Provision and Tariff (the "Permitted Use"). Buyer's access to the Facility Premises under the Site Control Agreement shall be limited as follows:

(a) Buyer shall request authorization from Seller in writing a minimum of fifteen business (15) days prior to any planned access to the Facility Premises by Buyer.

(b) Buyer may not access the Facility Premises without the express prior written authorization of Seller and Buyer shall comply with all terms of access provided by Seller in the written authorization.

(c) Buyer will not, and will not permit its employees, invitees, agents or contractors to, conduct activities on, in or about the Facility Premises that Buyer knows or reasonably should know may damage, impair or otherwise adversely affect the Facility or its function.

Buyer shall indemnify, protect, defend and hold harmless the Facility Premises, Seller and its agents, partners and lenders, from and against any and all claims, loss of rents or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and liabilities to the extent caused by Buyer's negligence or willful misconduct in connection with the use or occupancy of the Facility Premises by Buyer.

ARTICLE VIII
TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

(a) The Party fails to make any material payment due under this Agreement within thirty
(30) days after such payment is due unless the specific amount of the payment not made is being disputed.

(b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same.

(c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.

(d) The Party:

   i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);

   ii. makes a general assignment, arrangement, or composition with or for the benefit of its creditors; or

   iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of Force Majeure, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the Force Majeure event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.
(a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.

(b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date.

ARTICLE IX
REMEDIES; LIMITATION OF LIABILITY; WAIVER

9.1 Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer any loss in revenues including as a result from such sales; and/or pursue other remedies available at law or in equity. Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take commercially reasonable actions available to it to mitigate damages it may incur as a result of the other Party’s non-performance under this Agreement.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Waivers.

(a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party’s agent. A Party’s consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party’s failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy.
or election, but the same shall continue and remain in full force and effect. Any Party’s right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate, and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

(b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X
ASSIGNMENT

10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion.

10.2 Collateral Assignment; Financing Provisions:

(a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller’s obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:

(i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller’s right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement.
in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller’s interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties’ respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller’s assets and shall, within the time periods
described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) **Lender a Third-Party Beneficiary.** Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) **Entry to Consent to Assignment.** Buyer agrees to (i) execute any consents to assignment or acknowledgements as reasonably necessary and which do not materially alter the terms of this Agreement and (ii) provide such opinions of counsel as may be reasonably requested by Seller and/or Lender in connection with such financing or sale of the Facility. Seller will reimburse Buyer for reasonable legal costs incurred by Buyer due to compliance with this section, such costs to be paid by Seller to Buyer within thirty (30) days of Buyer providing substantiation of such costs.

10.3 **Obligation to Modify Agreement.** If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller’s ability to deliver Credits to Buyer, (ii) materially restrict Buyer’s ability to receive Credits, (iii) materially diminish the Credit value to Buyer, or (iv) disallow the Facility’s qualification under the Net Metering Program, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination.

**ARTICLE XI**

**DISPUTE RESOLUTION**

11.1 **Dispute Resolution.** The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

(a) **Negotiation.** Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between a senior executive of Seller, and a senior executive of Buyer, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it
is modified by written agreement of the Parties.

(b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute.

(c) Arbitration.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall (except as provided in Section 11.2(d)) be settled by binding arbitration between the Parties conducted in Boston, Massachusetts, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the AAA in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than $250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is $250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The
two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, “Panel” means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) **Discovery.** Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) **Decision.** Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) **Expenses.** Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel’s costs shall be made on a monthly basis prior to the Award.

(d) **Exceptions to Arbitration.** The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) **Survival of Dispute Resolution Provisions.** The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

**ARTICLE XII**

Town of Little Compton, RI – TPE RI WA1 - Credit Sales Agreement

Proprietary & Confidential
12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses:

If to Seller: TPE RI WA1, LLC
ATTN: Asset Management
101 Summer Street, 2nd Floor
Boston, MA 02110
Email: AM@nexamp.com

With a copy to: Nexamp, Inc.
ATTN: General Counsel
101 Summer Street
Boston, MA 02110
Email: legal@nexamp.com

If to Buyer: Town of Little Compton, RI
ATTN: Tony Teixeira
40 Commons, PO Box 226
Little Compton, RI 02837
Email: tteixeira@littlecomptonri.org

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, and to the extent allowed by law, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent; provided that Seller may disclose the existence of this Agreement with Buyer to lenders and potential financing parties.

(a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, lenders and financing parties, representatives, agents and employees who have a need to know related to this Agreement.
(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing Party shall promptly notify the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 11 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Rhode Island without regard to principles of conflicts of law.

12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.6 Press Releases. The Parties shall cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits and no Party shall issue any public announcement or statement with respect to the foregoing without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed.

12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit
of and is binding upon the Parties and their respective successors and permitted assigns.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other to effect or confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.

12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

BUYER

Town of Little Compton, RI

on behalf of itself and all
Utility Account holders

By: __________________________
Name: _________________________
Title: __________________________

SELLER

TPE RI WA1, LLC

By: __________________________
Name: _________________________
Title: __________________________

Town of Little Compton, RI – TPE RI WA1 - Credit Sales Agreement
Proprietary & Confidential

Page 17 of 24
Glossary of Terms

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

“Billing Period” shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

“Business Day” means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Commercial Operations” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply electricity to the Utility’s electricity distribution system, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

“Commercial Operations Date” means the date on which the Facility achieves Commercial Operations and has obtained the final statement of qualification from the Rhode Island Public Utilities Commission (or equivalent).

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing.
process in connection with the conduct of its business or in accordance with any statute or
regulations; (e) is disclosed by the disclosing Party to a third party without a duty of
confidentiality; and (f) is disclosed by the receiving Party with the written permission of the
disclosing Party’s prior written approval.

“Construction Commencement Date” means the date of commencement of site
preparation or construction activities on the property upon which the Facility is located.

“Credits”, shall include "Renewable Net Metering Credits" and "Excess Renewable Net
Metering Credits" (each as defined in the Net Metering Provision) and excluding, for the
avoidance of doubt, any Tax Attributes and Environmental Attributes.

“Credit Value” shall be as determined under Net Metering Regulations and shall equal
the actual dollar value of the Net Metering Credits allocated to Buyer pursuant to this
Agreement.

“Energy” means the amount of electricity the Facility generates over a period of time,
expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attribute” means GIS Certificates, Renewable Energy Certificates,
carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e
certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the
Facility and its displacement of conventional energy generation, or any other entitlement
pursuant to any federal, state, or local program applicable to renewable energy sources, whether
legislative or regulatory in origin, as amended from time to time, and excluding, for the
avoidance of doubt, any Tax Attributes and the Credits.

“Facility” means the solar (PV) power electrical generation facility or facilities identified
on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment
required to interconnect the Facility to the Utility’s electric distribution system.

“Facility Premises” has the meaning given in Section 7.4 of this Agreement.

“Force Majeure” means any cause not within the reasonable control of the affected
Party which precludes that Party from carrying out, in whole or in part, its obligations under this
Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires;
edemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other
industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any
Governmental Authority acting in its regulatory or judicial capacity (including permitting
delays); acts or failures to act of the Utility, including disconnections of the Facility from the
Utility system or delays in interconnection; insurrections; military action; war, whether or not it
is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of
Force Majeure to excuse it from performing due to any governmental act, failure to act, or order,
where it was reasonably within such Party’s power to prevent such act, failure to act, or order.
Economic hardship of either Party shall not constitute an event of Force Majeure.
“**Governmental Authority**” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“**Governmental Charges**” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits, but does not include any non-bypassable charge(s) designed to recover additional costs due to Buyer’s purchase or receipt of the Credits and/or any similar utility rate or any charge imposed in its place, regardless of how named or characterized (such as a “monthly minimum reliability contribution” or “MMRC”).

“**Interest Rate**” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

“**Lender**” means the entity or person(s) (or any affiliate of any thereof) from time to time providing any debt or equity financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor.

“**Losses**” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“**Meter**” means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

“**Net Metering**” shall have the meaning set forth in the Net Metering Provision.

"**Net Metering Provision**" means RI PUC No. 2150 Net Metering Provision, as amended from time to time.

“**Net Metering Regulations or Program**” means the Applicable Law found as of the Effective Date at Rhode Island General Laws Section 39-26.4 and the Net Metering Provision, as each may be amended from time to time, and including all regulatory agency orders pertaining...
thereof.

"Permitted Use" has the meaning given in Section 7.4 of this Agreement.

"Public Entity Net Metering Financing Arrangement" shall have the meaning set forth in Rhode Island General Laws Section 39-26.4.

"Price" is defined on Exhibit A.

"Purchase Percentage" is defined on Exhibit A.

"Quantity" means quantity of Credits purchased by Buyer, and equals the total Credits associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes, and the Credits.

"Site Control Agreement" has the meaning given in Section 7.4 of this Agreement.

"Tariff" means either the Utility tariff for interconnection for distributed generation and net metering services, each as approved by the Rhode Island Public Utilities Commission, together with any subsequent amendments and approvals thereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

"Utility" means the electric distribution company providing service to the Facility.

"Utility Account(s)" means the Utility accounts designated by Buyer and listed on the Schedule Z.

"Utility Statement(s)" means the statements from the Utility, which accompanies the Buyer's Utility Account(s).
EXHIBIT A

PRICE; and PURCHASE PERCENTAGE

"Price" equals sixty five percent (65%) of the Credit Value for that Billing Period.

"Purchase Percentage" equals seven and eight tenths' percent (7.8%) of the Energy generated during the relevant Billing Period.
EXHIBIT B

FACILITY

The Facility is the approximately 3.551 MW (AC) solar (PV) power electrical generation facility located at 35 Schoolhouse Rd, Warren RI 02885 also described, as of the date hereof, in ISA# 290986.
EXHIBIT C

FORM OF SITE CONTROL AGREEMENT
Carol Wordell

dunhamhil@aol.com
Wednesday, October 12, 2022 12:12 PM
Carol Wordell
Re: follow up term due for renewal

Carol

I would like to be considered for re-appointment to the Tax Assessment Board of Review, for a second term.

Thank you,

David DeSouza

-----Original Message------
From: Carol Wordell <cwordell@littlecomptonri.org>
To: David DeSouza (Dunhamhil@aol.com) <Dunhamhil@aol.com>
Sent: Thu, Sep 29, 2022 8:34 am
Subject: follow up term due for renewal

David

Are you interested in renewing your appointment on the Tax Assessment Board of Review? I will need a letter of interest by October 20th if you are interested.

If you are not interested please drop me a note to let us know. We will need to reach out to people to find someone else if you are not returning.

Carol

Carol A Wordell, Town Clerk, CMC
40 Commons - PO Box 226
Little Compton, RI 02837
401-635-4400 office
401-635-2470 fax
cwordell@littlecomptonri.org
October 17, 2022

The Honorable Town Council
Little Compton Town Hall
40 Commons
Little Compton, RI 02837

Honorable Town Council members,

I am writing to advise you of some of the outstanding work that is being done by members of the Little Compton Police Department. During the months of August and September Sergeant Ryan LeClaire and Corporal Caitlin Farrar worked tirelessly on an investigation involving the exploitation of one of Little Compton’s elderly residents. This extensive investigation resulted in a felony arrest, which continues to prove their dedication to the residents of Little Compton.

I have attached the Letter of Commendation for your review.

Please join me in congratulating these dedicated professionals.

Respectfully,

Scott N. Raynes
Chief of Police
COMMENDATION

On August 8, 2022, an employee of Stay at Home in Little Compton responded to the Little Compton Public Safety Complex to report a possible fraud and exploitation incident involving an elderly client.

The caregiver/employee reported concern about two (2) separate unauthorized credit card transactions that were discovered on an 86-year-old elderly client's credit card statement. Sergeant Ryan LeClaire and Corporal Caitlin Farrar began an investigation and discovered that on June 27, 2022, two (2) separate monetary payments were made from the elderly client's credit card to a PayPal account. These transactions were not authorized by the client or her Power of Attorney/Health Care Proxy.

Sergeant LeClaire and Corporal Farrar obtained six (6) separate court authorized search warrants for PayPal account information, credit card account information and the IP addresses used to perform the two transactions. These search warrants resulted in overwhelming evidence against a current employee of Stay at Home in Little Compton, who was in fact a caregiver for the elderly party involved.

Sergeant LeClaire and Corporal Farrar prepared an affidavit and were able to obtain an arrest warrant charging the employee with one (1) felony count of Exploitation of an Elder and two (2) felony counts of Fraudulent Use of a Credit Card.

Sergeant LeClaire and Corporal Farrar are being commended for the copious amounts of administrative work and investigation which led to this arrest. Our elders are one of Little Compton's most precious resources and the efforts of these two officers reinforces that to our community.

By Order of the Chief

Chief Scott N. Raynes
07 October 2022

Town of Little Compton
C/O Mr. Robert L. Mushen
40 Commons
Little Compton, RI 02837

Dear Mr. Mushen:

Enclosed is a list of deficiencies found during our 05 October 2022 inspection of the property located at 40 Commons in Little Compton, Rhode Island.

Under the authority granted by section 23-28.2-20.1 of the Rhode Island Fire Safety Code, you are hereby notified that the violations cited shall be corrected as soon as possible, but not later than thirty (30) days from the receipt of this notice.

If you feel that there will be practical difficulties in correcting the violations, or if for any reason you wish to have a hearing on the violations, or to have your concerns addressed, you may apply in writing to the Rhode Island State Fire Safety Board of Appeal and Review for a variation. Applications for variations are completed on a separate form available from this office. Requests for variation or hearing before the Rhode Island State Fire Safety Board of Appeal and Review must be submitted within thirty (30) days of the receipt of this notice. Failure to apply within the thirty (30) day period will cause this notice to become a compliance order and will subject you to prosecution under the Rhode Island State Fire Safety Code should you fail to correct all of the violations noted in the enclosed report.

Please contact of this office and refer to file # 22-0510 should you need any assistance on this matter.

Sincerely,

[Signature]

Randall Watt
Fire Marshal
Building Owner: Town of Little Compton
              40 Commons
              Little Compton, RI 02837

Occupant: Little Compton Town Hall

Location: Same as above

File Number: 22-0510

Inspected By: Randall A. Watt, ADSFM

Date of Inspection: 05 October 2022

Basis for Inspection: Annual Inspection

Any violation, deficiency or requirement, which may have been overlooked in the course of this inspection, is also subject to correction under the provisions of any applicable code.

Building Description
This building has been inspected under NFPA 1, Rhode Island Uniform Fire Code, 2018 Edition, and NFPA 101, Rhode Island Life Safety Code, 2018 Edition, Chapter 39 for Existing Business Occupancies, with business offices occupying approximately 5000 sq. ft. on the first floor and a 1600 sq. ft. assembly hall, incidental to the main occupancy, on the second floor. This building is unprotected wood frame construction and is classified as Type V (000). The floors of this building are of wood joist construction. There are multiple types of roof construction used on this building with the two main parts of the building having gable style roofs of heavy timber trusses with board underlayment and asphalt shingles. The roof of the center section of the building is flat and constructed of nominal size wood joists supporting a wood underlayment with oil and stone roofing material. The heating system in this building consists of an oil-fired hot water boiler with<200,000 BTU. This building has a local fire alarm system, emergency lighting and lighted exit signs.

** Building is soon to be renovated**

Building Deficiencies:
The following deficiencies are to be corrected:

ITEM # 01 Storage of combustibles in front foyer
RILSC 7.2.2.5.3.1
Open space within the exit enclosure shall not be used for any purpose that has the potential to interfere with egress

ITEM # 02 Fire extinguisher not mounted sitting on floor in DPW Office
RIUFC 13.6.3.1.3.3.4
Portable fire extinguishers other than wheeled extinguishers shall be installed using any of the following means:
- (1) Securely on a hanger intended for the extinguisher
- (2) In a bracket incorporating releasing straps or bands supplied by the extinguisher manufacturer 
- (3) In a listed bracket incorporating releasing straps or bands approved for such purpose
- (4) In approved cabinets or wall recesses

ITEM # 03 Penetrations in walls in boiler room has foam instead of proper fire-resistant caulk
RIUFC 12.3.2 Maintenance of Fire-Resistive Construction.
12.3.3.1 Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.
12.3.3.2 Where required fire-rated gypsum wallboard walls or ceilings are damaged to the extent that through openings exist, the damaged gypsum wallboard shall be replaced or returned to the required level of fire resistance using a listed repair system or using materials and methods equivalent to the original construction.

ITEM#04 Egress lights in building are not working
The emergency lighting system shall be arranged to provide the required illumination automatically in the event of any interruption of normal lighting due to any of the following:
- (1) Failure of a public utility or other outside electrical power supply
- (2) Opening of a circuit breaker or fuse
- (3) Manual act(s), including accidental opening of a switch controlling normal lighting facilities

ITEM#05 13.6.4.3.4.2
Each extinguisher that has undergone maintenance that includes internal examination, except extinguishers identified in 13.6.4.3.3 and 13.6.4.3.3.5, shall have a verification-of-service collar located around the neck of the container.

ITEM#06 Storage of ladders and other items in rear egress stairwell from Council Chambers
7.1.10.1* Maintenance.
Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use in the case of fire or other emergency.
7.1.10.2.1
No furnishings, decorations, or other objects shall obstruct exits or their access thereto, egress therefrom, or visibility thereof.

ITEM#07 Storage in hall at west end of the building across from building officials office
7.1.10.1* Maintenance.
Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use in the case of fire or other emergency.
7.1.10.2.1
No furnishings, decorations, or other objects shall obstruct exits or their access thereto, egress therefrom, or visibility thereof.
ITEM# 08  Excessive storage of unused equipment in IT room
RILSC 4.5.8 Maintenance
Whenever or wherever any device, equipment, system, condition, arrangement, level of protection, or any other feature is required for compliance with the provisions of this Code, such device, equipment, system, condition, arrangement, level of protection, or other feature shall thereafter be maintained unless the Code exempts such maintenance.

ITEM#09  Building Currently lacks a sprinkler system
RIUFC 3.1.6 Minimum Construction Requirements.
Assembly occupancies shall be limited to the building construction types specified in Table 13.1.6, based on the number of stories in height as defined in 4.6.3, unless otherwise permitted by the following (see 8.2.1):

- (1) This requirement shall not apply to outdoor grandstands of Type I or Type II construction.
- (2) This requirement shall not apply to outdoor grandstands of Type III, Type IV, or Type V construction that meet the requirements of 13.4.9.
- (3) This requirement shall not apply to grandstands of noncombustible construction supported by the floor in a building meeting the construction requirements of Table 13.1.6.
- (4) This requirement shall not apply to assembly occupancies within mall structures in accordance with 37.4.4.

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X: Permitted for assembly of any occupant load.
X1: Permitted for assembly of any occupant load, but limited to one story below the level of exit discharge.
X2: Permitted for assembly limited to an occupant load of 1000 or less, and limited to one story below the level of exit discharge.
X3: Permitted for assembly limited to an occupant load of 1000 or less.
X4: Permitted for assembly limited to an occupant load of 300 or less.
NP: Not permitted.

<sup>a</sup>Protected by an approved automatic sprinkler system in accordance with Section 9.7 in the following locations:
(1) Throughout the story of the assembly occupancy
(2) Throughout all stories intervening between the story of the assembly occupancy and the level of exit discharge
(3) Throughout the level of exit discharge if there are any openings between the level of exit discharge and the exit

<sup>b</sup>See 4.6.3.

<sup>c</sup>Where every part of the structural framework of roofs in Type I or Type II construction is 20 ft (6100 mm) or more, all fire protection of the structural members is permitted, including protection of trusses, roof framing, decking, etc.

<sup>d</sup>In open-air fixed seating facilities, including stadia, omission of fire protection of structural members exposed to substantiated by an approved engineering analysis.
To: Honorable Town Council

From: Antonio A. Teixeira
Town Administrator

Date: October 20, 2022

Subject: RIDOT Street Lights Proposal

Rhode Island Department of Transportation (RIDOT) is proposing to take responsibility for the ownership, maintenance and billing of the lights located on state roads.

The lights must have been converted to LED's in order for them to take over.

The proposed terms in the attached document have been reviewed by the Solicitor. If the Town Council approves the proposal, an agreement will be provided for signature.

I recommend that the Town Council approve the terms for the following reasons:

- Savings with billing
- Savings with maintenance

Thank you!
June 10, 2021

Mr. Antonio A. Teixeria
Town Administrator
Little Compton Town Hall
40 Commons, P.O. Box 226
Little Compton, RI 02837

Dear Mr. Teixeria:

As you know, municipalities in Rhode Island are currently paying for all roadway lighting within their borders, including streetlights located on or adjacent to state roads. As part of its mission to keep roads safe for the traveling public, the Rhode Island Department of Transportation (RIDOT) is proposing to take responsibility for the ownership, maintenance and billing of certain streetlights located on state roads within the Town of Little Compton ("Town"). RIDOT’s takeover of the streetlights will include without limitation the following conditions:

1. Town has purchased streetlights from the Narragansett Electric Company, d/b/a National Grid
2. Town has already converted the streetlights to light emitting diode (LED) technology and assumed all costs for such conversions
3. Town agrees to transfer ownership of the streetlights to RIDOT gratis
4. Town consents to assign any existing attachment agreements to RIDOT
5. Town understands and agrees that if the Town is party to any third-party maintenance contracts for the maintenance and upkeep of the lights, RIDOT will not assume any such maintenance contract
6. Town agrees to transfer the lights free and clear of any and all encumbrances
7. Town understands and agrees that RIDOT will not assume responsibility for flood lights serving properties which are not owned by RIDOT
8. Town agrees to inspect all streetlights prior to transfer to ensure the same are in good and proper working condition and not in a state of disrepair
9. Town council approval of any and all agreements.

RIDOT’s proposal would apply to approximately 30 streetlights located on state roads within the Town of Little Compton. Please find enclosed map and corresponding approximate light counts showing the location of these lights for your review.

If you are interested in RIDOT’s proposal on the terms set forth above, please contact the Office of Legal Counsel, Amy D’Alessandro, Esq. (401) 563-4162 or Stephen Almagno (401) 563-4503 within 30 days of the date of this letter.

Sincerely,

Peter Alviras, P.E.
Director

cc Richard Humphrey, Esquire, John J Iglozzi Esquire, Robert Rocchio, Steven Pristawa, Amy D’Alessandro Esquire, Stephen Almagno
Rhode Island Department of Transportation  
Local Lights on State Roads  
Little Compton

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Dear Town Council Members,

We would like to invite you to our annual Veterans Day Assembly. It will take place at the Wilbur and McMahon School gymnasium on Thursday, November 10th, 2022 at 10am. It has been a few years since this assembly has been held and our school is very excited to finally bring it back! We would be more than happy if you are able to attend!

Sincerely,

8th grade representatives Lexi Owen and Deirdre Tullson
October 20, 2022

To The Honorable Town Council

Dear Council Members:

The Assessor of the Town of Little Compton submits herewith the names of the taxpayers' whose debts come within the provisions of Section 44-7-14 of the General Laws of Rhode Island, 1956, as amended, with the recommendation that the taxes as herein set forth, together with any interest due on proposed taxes, be canceled by the Honorable Body.

ABATEMENTS: See attached list totaling one hundred and twenty-nine thousand, two hundred and thirty-nine dollars and ninety-three cents ($129,239.93).

Respectfully Submitted

[Signature]

Denise M Cosgrove, RICA
Tax Assessor
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Abatement to Town Council 10/20/2022
October 17, 2022

To The Honorable Town Council

Dear Council Members:

I propose the following amendments be considered to Chapter 15 (Taxation) of the Little Compton Town Code:

1) Amend 15-2.1 (Exemption for Veteran) to replace “an exemption of $18,000 on real property owned” with “a reduction of $250 of real property taxes owed”.

2) Amend 15-4.1 (Exemption for person visually impaired) to replace “an exemption of $18,000 on real property owned” with “a reduction of $250 of real property taxes owed”.

3) In every place it appears in Chapter 15 replace “Board of Assessors” with “Tax Assessor”.

Respectfully Submitted

Denise M Cosgrove, RICA
Tax Assessor
Little Compton Town Council
P.O. Box
Little Compton, R.I. 02837

Dear Council Members:

I am writing once again to request that the town’s annual Christmas tree lighting be held on Sunday, December 4th at 5 P.M. in conjunction with the 29th annual Ben & Chet Wilkie Memorial Tree Spree. I will be responsible for the caroling.

Thanking you in advance for your consideration of this matter, I remain

Sincerely,

Caroline Wilkie Wordell
RESOLUTION OF THE TOWN OF BARRINGTON
URGING THE RHODE ISLAND GENERAL ASSEMBLY TO RECOGNIZE JUNE 19,
JUNETEENTH NATIONAL INDEPENDENCE DAY, AS AN OFFICIAL RHODE ISLAND
STATE HOLIDAY

WHEREAS, in 2021, the United States Congress enacted the Juneteenth National Independence Day Act, codified into law at Title 5, Sec. 6103(a) of the U.S. Code; and

WHEREAS, the Juneteenth National Independence Day Act recognizes Juneteenth National Independence Day, June 19, as a federal holiday, commemorating the anniversary of the last African American slaves being freed in Texas on June 19, 1865; and

WHEREAS, in recognition of the importance of celebrating Juneteenth National Independence Day, the Barrington Town Council has enacted an Ordinance making Juneteenth a Town holiday; and

WHEREAS, to date, the Rhode Island General Assembly has not yet enacted a law-making Juneteenth an official State holiday;

NOW, THEREFORE, BE IT RESOLVED that the Barrington Town Council respectfully urges the Rhode Island General Assembly to adopt legislation making Juneteenth a State holiday.

AND, BE IT FURTHER RESOLVED that copies of this resolution be sent to the clerks of all cities and towns in Rhode Island, and on January 4, 2023 to Barrington’s members of the RI General Assembly, The Speaker of the RI House of Representatives, President of the RI Senate, and the Governor of the State of RI.

Passed as a resolution of the Barrington Town Council this 3 day of OCT, 2022.

ATTEST:
Meredith J. DeSisto, CMC
Barrington Town Clerk

Michael Carroll,
Barrington Town Council President

S:\Barrington\Resolutions\Resolution re Juneteenth.docx
Mayflower Wind SouthCoast

EFSB 22-04/D.P.U. 22-67/22-68: Mayflower Wind petitions for approval to construct 2.7 miles of high voltage export cables offshore in Massachusetts state waters, making landfall at Brayton Point, and continuing onshore at Brayton Point in the Town of Somerset, Massachusetts along with a new high voltage converter substation, and 0.2 miles of high voltage underground transmission lines onshore in the Town of Somerset, Massachusetts.

Brayton Point & Portsmouth Detail
EFSB Grants Towns’ Request to Intervene in Mayflower Wind Offshore Energy Project

October 2022

WARWICK, R.I. – State regulators on Tuesday granted a limited motion from the towns of Little Compton and Middletown to intervene over the proposed Mayflower Wind offshore project.

As approved by the Energy Facility Siting Board (EFSB), the two municipalities will act as a joint party (to be named the “Coastal Communities”) with their scope limited to local economic impacts from construction activities on the Sakonnet River from the Mayflower Wind Energy LLC project. The decision comes just a month after the three parties announced they could not reach an equitable arrangement outside the board’s process.

“I have no reason to doubt that the towns are intervening because they have concerns that something is taking place in the water nearby that they’ve never experienced before,” said EFSB chairman Ronald Gerwatowski.

During a preliminary hearing last month, legal counsel for Middletown and Little Compton, Marisa Desautel said construction and maintenance of the proposed export cable to be buried under the Sakonnet River would have direct economic impacts on both towns’ tourism, boating, recreational fishing and tax revenue.

“The public comment period is not satisfactory for the town’s involvement,” said Desautel.

An attorney for the town of Portsmouth, Terrence Tierney, did not object to the motion for intervention, but refused to comment whether town leadership would support the project.

“The town is open to the project, we just want to take a look at it,” said Tierney.
As proposed, the Mayflower Wind project will place over 100 wind turbines and substations in a lease area roughly 30 miles south of Martha’s Vineyard, generating 2,400 megawatts of renewable energy – enough to power 800,000 homes across New England.

The project has a local twist: developers have asked to bury one of two export cables from the project underneath Rhode Island Sound, running into the Sakonnet River, before turning left around Boyd’s Lane in Portsmouth and running underground across to Mount Hope Bay, exiting somewhere east of the Mount Hope Bridge. The specific path of the cable has yet to be approved by federal or state regulators.

Portsmouth is expected to receive some form of payment from Mayflower Wind for hosting the buried cable, but the figure has yet to be announced.
Local recreational fishermen have expressed concerns over the impacts to marine wildlife, arguing that the electromagnetic field from the buried cable may impact fish in the river. In late August, the Rhode Island Saltwater Angler’s Association laid out its concerns in a letter, listing among other things the impact to cod stocks, with the river having just been designated as an inshore juvenile cod habitat area of particular concern by the New England Fishery Management Council.

Mayflower Wind officials say the impact of the buried cable would be minimal, and the only expected future intrusions would be an annual seabed survey of the areas surrounding the cable.

The proposed wind farm proposal is still far from complete, awaiting approval from federal, state and local authorities. The EFSB’s final decision includes 10 government agencies that must provide advisory opinions on the project before it can go forward.

The government agencies include the Portsmouth Town Council, department of public works, planning board, zoning board of review and the town building inspector. State agencies asked to weigh in include the Rhode Island Historical and Preservation Commission, Rhode Island Department of Public Management, the state Division of Statewide Planning, the state Department of Health and the Public Utilities Commission itself.

Each opinion must be related to that government organization’s oversight, the project’s harm to the environment and how it will affect the Act on Climate passed last year, which set mandatory, enforceable climate emissions reduction goals leading the state toward net-zero emissions by 2050.

Gerwatowski advised caution over the EFSB decision.

“I think we have to be careful how we set precedents on intervention. There could be other parties that want to intervene in future cases, and it would be easy for them to intervene and gain leverage over the applicant,” he said.

Mayflower Wind expects to have completed all environmental reviews and permitting by early 2024, with the project expected to become operational sometime in 2028.

See OFFSHORE WIND OBJECTIONS AT : RHODE ISLAND ENERGY FACILITY SITING BOARD

Docket No. SB-2022-02 – Mayflower Wind Energy LLC Application for a License to Construct Major Energy Facilities (Portsmouth, RI)

https://ripuc.ri.gov/Docket-SB-2022-02