Date posted: MAY 18, 2021 by 4:00 P.M.
All items on this agenda are to be discussed and/or acted upon.

TOWN OF LITTLE COMPTON
TOWN COUNCIL

MEETING OF MAY 20, 2021

Virtual meeting by Zoom and teleconference
Join Zoom webinar: https://zoom.us
Webinar ID: 851 5622 7821
Password: 278741

Dial by location Toll Free numbers:
888 788 0099 or 833 548 0276 or 833 548 0282 or 877 853 5247
Or Alt. phone (NY) 1 646 558 8656

Live streaming at
https://www.youtube.com/channel/UCNoKeOBpql33aEtqzOXHO9g

AGENDA

7:00 P.M.

Approval of Minutes -

* Consent Agenda - All items listed with an asterisk (*) 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be no separate discussion of these items unless a council member or citizen so requests in which event the item will be withdrawn from the General Order of business and considered in the normal sequence on the agenda.

** These items are received and filed with no other action taken.

Announcements:

1. Commemoration of National EMS Week 2021

Department Head Report:

1. Public Works – activity report for April 2021

Old Business:

1. Proposal for extension of Special Directive 5
2. Vote to adopt an amendment to Chapter 14-5.9, a, 1 updating the Flood Rate map panel numbers as proposed during a public hearing held on May 6, 2021.
3. Report from Town Administrator, Town Solicitor and Chair of the LC Agricultural Conservancy Trust with recommended resolution subject to concerns raised regarding easement rights to Plat 30, Lot 14-3, known at 10 South of Commons Rd.
4. Communication from the Planning Board wondering if the Council wishes to have the Planning Board review and address inconsistencies regarding the treatment of dotted line lots. The subject was brought back to the planning board by the Assessor for the May meeting.

New Business:

1. Adopt June 5th to 12th 2021 as Sidney Tyman Week in Little Compton is celebration of her 100th Birthday.
2. Presentation by the BETA Group on pavement management program.
3. Request to allow a tree planted in honor of Virginia Peckham at the Peckham Lot.
4. Petition received “To have the town Shuffle Board put in a proper place for use this spring 2021”.
5. Notice of intention to post an upcoming vacancy of the position of Deputy Town Clerk as of August 1, 2021 due to the pending retirement of Sheila Oliveira.

6. Discussion of safety concerns raised by Harbor Commission regarding fishing on the town dock, referral to Solicitor for advice.

7. A member of the LC Agricultural Conservancy Trust has resigned. Letters of interest will be received through June 10, 2021 at 4 PM by the Office of the Town Clerk.
   a. Email received from Don McNaughton expressing an interest to be considered for the vacancy on the LC ACT created by a recent resignation

8. Draft proposal received from the DPW Director looking for discussion on amending the Town Code, Chapter 8 – Streets and Sanitation, specifically Transfer Station fees and policies. Not intended to be in final format, but rather for beginning discussion.

9. Memo from Town Administrator concurring with a request from the Fire Chief to promote FF Jonathan Bednarz from probationary status to 3rd class due to his satisfactory completion of his probationary period, effective May 11, 2021.

10. Request from the RI Interlocal Risk Management Trust for a Health and Dental Pool Member Equity Disbursement Election form to be completed.

Communications:

1. Copy of a letter from ICF, New York Bight Section 106 Lead, Jessica Gabriel seeking comments on the NY Bight Wind Energy Areas for the Section 106 review, providing information on the undertaking and preliminary area of potential effect and to provide information on the next steps in the Section 106 process for party participation (this letter was received by multiple town officials)

2. Electronic communication from the Sr. Development Director of Cystic Fibrosis Cycle Ride Sept. 18, 2021 seeking input on any local restrictions and/or approvals that may be necessary this year in order to conduct the cycle ride in September

3. Copy of a resolution adopted by the Warren Town Council supporting and recognizing the Warren Police Department’s professional expertise and dedicated response in investigating and protecting their community from hate crimes and condemning hate crimes, hateful acts, and public displays of hate symbols in their community, declaring that “Hate Has No Home In Warren”

4. Copy of citations and resolution received from the Barrington Town Council in support of legislation to authorize local control of tobacco policies, urging the General Assembly pass House bill 5633 and Senate bill 258

Consent:

1. Copy of a resolution adopted by the Barrington Town Council declaring the first Friday in June to be National Gun Violence Awareness Day

2. Copy of a resolution adopted by the Barrington Town Council concerning legalization of adult recreation use of marijuana

Payment of Bills

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 Town Council virtual meeting held May 6th, AD 2021 via Video and Tele-Conferencing at 7:00 o’clock PM. Councilors present: Paul J. Golembeske, Gary S. Mataronas, Andrew W. Moore, Robert L. Mushen and Anya Wallack. Also in attendance: Antonio Teixeira, Town Administrator, Richard S. Humphrey, Esq. Town Solicitor and Fire Chief Petrini.

Public Hearing held for the purpose of amending Chapter 14 of the Little Compton Town Code to update the Flood Insurance Rate Map Panel Numbers to continue to be compliant with the Flood Insurance Program. Council President Mushen opened the public hearing with a call for comments. The Town Clerk offered a brief insight as to the need to update the numbers. No comments were received.

Motion made by Councilor Mataronas, receiving a second by Councilor Wallack, voting in favor by roll call (Golembeske, Moore, Mushen and Wallack) Councilor Mataronas opposed: To close the public hearing on a proposed amendment to Chapter 14 under section 14-5.9, a, 1. Clerks notation: no action was taken to adopt. This subject will be listed on the May 20, 2021 agenda for a formal vote to adopt.

Motion made by Councilor Mataronas, receiving a second by Councilor Wallack, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To set aside the South Shore Road Safety Plan until Chief Raynes is able to sign into the meeting.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To approve, as written the Town Council meeting minutes for April 22, 2021.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To approve, as written the Town Council meeting minutes for April 27, 2021.

Announcement:

1. Annual Financial Town Meeting – to be held via Zoom on May 18, 2021 beginning at 7 PM. Budget Committee Reports should have been received earlier this week by all registered voters. Voters should call the Town Clerk’s Office 635-4400 or send an email to the Town Clerk at cwordell@littlecomptonri.org to pre-register for the meeting. As was done in 2020 the votes will be counted by asking the voters to “raise their virtual hands”. Voters will need to use separate devises in order to vote separately on matters. If a family does not have the ability to use separate devises they should speak with the Town Clerk’s Office to allow further action to be taken if a vote is deemed too close and votes need to be verified.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To place on file the following Department Head Reports for April 2021:

1. Police Department
2. Fire Department
3. Town Clerk
4. Town Administrator
5. Building Department
6. Tax Assessor
7. Finance Director

Motion made by Councilor Wallack, receiving a second by Councilor Mataronas, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To authorize the Council President to write
letters congratulation both Deputy Chief/Lt. Faria and Sergeant Harris for reaching the twenty-year mark in their careers and thanking them for their dedication and exemplary service to the Town of Little Compton.

Motion made by Councilor Mataronas, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To authorize a Request for Proposals to be advertised for Geographic Information System services to digitize Town Tax Assessor maps.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To forward copies to the Little Compton School Department and place on file the following resolutions adopted by the Smithfield School Committee:

1. Resolution expressing support for a moratorium on the expansion of Charter Schools, House bill H5193
2. Resolution requesting the RI General Assembly support any and all legislative proposals that would disallow non-law enforcement to carry concealed firearms onto school grounds.
3. Resolution expressing support for the state reimbursement of transportation services cost for public and private school pupils, House bill H6030

Discussion of the South Shore Road Safety Plan. Chief Raynes stated that he gathered statistics upon receipt of the letter of concern and acknowledges this area receives an increase of traffic in the summer months. The Safety Plan speaks to implement the usual tactics of using extra patrols, the electronic sign board, and grant funds to increase seatbelt and distracted driver watches. The electronic sign board collects data, which will assist in quantifying enforcement efforts.

Question from Rebecca Kaye, Mother to Coco Smith author of the letter of concern: Is there any consideration to install speed bumps? Chief Raynes deferred the answer to the Town Council and Administrator as he believes if the town begins installing speed bumps on one road we will receive multiple requests for other town roads. The Council did not offer their position on speed bumps at this time. Maintenance of roadside brush was mentioned as a potential area to reduce visibility problems especially on the blind curve of South Shore Road. This matter will be placed on the July 22nd agenda for a status report from the Police Chief. No votes were taken.

Motion made by Councilor Golembeske, receiving a second by Councilor Wallack, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To place on file the following resolutions adopted by the Burrillville Town Council:

1. Resolution supporting any legislation enacted by the RI General Assembly that maximizes local control on legalization of adult recreation use of marijuana
2. Resolution requesting the General Assembly to temporarily waive the state maintenance of effort requirements for local contributions to schools

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To acknowledge a date correction from June 6th to June 13th for an Antique Car Show which will be held on Veteran’s Field as sponsored by the Republican Town Committee and previously authorized by the Council and the Recreation Committee.

Motion made by Councilor Mataronas, receiving a second by Councilor Wallack, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To place on file a notice of proposed rulemaking received from Coastal Resources Management Council regarding proposed amendments to management procedures.
Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To grant a Mobile Food Establishment Permit to Hawaiian Jim’s Shave Ice & Co. II for a mobile lemonade/ice cream truck for a period to expire concurrently with his State MFE permit, which will be March 31, 2022, contingent upon meeting all state and local requirements.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To place on file consent calendar item 1 - Letter from Director of Public Works documenting the successful bidder for the purchase of a lawn mower to be Dave’s Lawnmower. Authorization given to the DPW Director and Town Administrator to award the bid by vote of Council on 4-22-2021.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): That the bills be allowed and ordered paid as follows: $34,758.66

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crystal Rock - Town Hall - Transfer Station</td>
<td>$182.75</td>
</tr>
<tr>
<td>EastBay Media Group - Council</td>
<td>$270.00</td>
</tr>
<tr>
<td>Eastbay Media Group - zoning</td>
<td>$108.00</td>
</tr>
<tr>
<td>Nationalgrid - Harbor Management Fund</td>
<td>$17.55</td>
</tr>
<tr>
<td>Nationalgrid - street lights</td>
<td>$97.51</td>
</tr>
<tr>
<td>Petro - gasoline</td>
<td>$772.98</td>
</tr>
<tr>
<td>Petro - Diesel</td>
<td>$512.04</td>
</tr>
<tr>
<td>GoTo Services - Public Safety Complex</td>
<td>$1,020.00</td>
</tr>
<tr>
<td>GoTo Services - Town Hall</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Allied Court Reporters - Zoning</td>
<td>$125.00</td>
</tr>
<tr>
<td>Kofile - Town Clerk</td>
<td>$1,299.00</td>
</tr>
<tr>
<td>CS&amp;M Tele-Systems Inc. - town hall dept phones</td>
<td>$317.25</td>
</tr>
<tr>
<td>WB Mason - Town Hall - Admin. - Clerk</td>
<td>$37.11</td>
</tr>
<tr>
<td>Sakonnet Tree Inc. - Tree Committee Funds</td>
<td>$3,980.62</td>
</tr>
<tr>
<td>Direct Mail Manager Inc. - Budget Committee funds</td>
<td>$1,313.16</td>
</tr>
<tr>
<td>Tiverton Auto Body Inc. - Fire Dept.</td>
<td>$15.00</td>
</tr>
<tr>
<td>Rob’s Auto Care Inc. - Fire Dept.</td>
<td>$140.00</td>
</tr>
<tr>
<td>AT&amp;T Mobility - Fire Dept.</td>
<td>$0.68</td>
</tr>
<tr>
<td>AT&amp;T Mobility - Fire Dept.</td>
<td>$20.09</td>
</tr>
<tr>
<td>Anna's Uniform Supply Co. - Fire Dept.</td>
<td>$677.93</td>
</tr>
<tr>
<td>Anna's Uniform Supply Co. - Fire Dept.</td>
<td>$179.99</td>
</tr>
<tr>
<td>Motorola Solutions - Fire Dept. capital funds</td>
<td>$12,870.68</td>
</tr>
<tr>
<td>Shipman’s Fire Equipment Co Inc - Amb. Reimb. Fund</td>
<td>$287.77</td>
</tr>
<tr>
<td>Bound Tree - Amb. Reimb. Fund</td>
<td>$378.04</td>
</tr>
<tr>
<td>Southcoast Hospitals Group - Amb. Reimb. Fund</td>
<td>$14.64</td>
</tr>
<tr>
<td>Countryside SignZ, LLC - Amb. Reimb. Fund</td>
<td>$625.00</td>
</tr>
<tr>
<td>Enos Home Oxygen &amp; Medical Supply - Amb. Reimb. Fund</td>
<td>$325.00</td>
</tr>
<tr>
<td>Western Oil Inc - Transfer Station</td>
<td>$42.50</td>
</tr>
<tr>
<td>Westport Winwater Works Co. - Wasterwater facility</td>
<td>$8.50</td>
</tr>
<tr>
<td>RS Rental Equip. Co. - Wastewater facility</td>
<td>$251.90</td>
</tr>
<tr>
<td>Sakonnet Plumbing &amp; Heating Inc - Highway</td>
<td>$33.10</td>
</tr>
<tr>
<td>Sakonnet Plumbing &amp; Heating Inc - 32 Commons</td>
<td>$1,073.91</td>
</tr>
<tr>
<td>Atlantic Elevator South Co Inc. - Town hall - 32 Commons</td>
<td>$342.00</td>
</tr>
<tr>
<td>Tiverton Materials - Highway</td>
<td>$185.44</td>
</tr>
<tr>
<td>Hose Connection - Highway</td>
<td>$35.07</td>
</tr>
<tr>
<td>Verizon - wastewater facility</td>
<td>$56.12</td>
</tr>
<tr>
<td>Vision Government Solutions Inc - Assessor</td>
<td>$534.57</td>
</tr>
</tbody>
</table>
WBMason - Assessor $107.02
Paul's Press - Budget Committee $3,750.00
Paychex of New York LLC - Finance Director $420.05
Tiverton Materials - Highway $39.59
Crystal Rock - Police Dept. $38.50
Verizon - Police Dept. $82.85
WBMason - Police Dept. $122.77
WBMason - Police Dept. $13.98
Pitney Bowes - Police Dept. $165.15
West Place Animal Sanctuary - Police Dept. $458.00
AT&T Mobility - Police Dept. $48.17
Rob's Auto Care Inc. - Police Dept. $26.10
State of Rhode Island - Police Dept. $90.00 $1,045.52
Verizon - Maintenance - Transfer Station $131.83
Carol A Wordell - Town Clerk $39.00
Wilbur's General Store - Maintenance $4.26
Wilbur's General Store - Town Hall $20.49

Councilor Mushen offered one final mention of the Annual Financial Town Meeting, which will be held May 18, 2021 at 7 PM by Zoom asking voters to pre-register and participate in the meeting.

Having no further business to attend to the meeting was declared adjourned at 7:33 PM.

Carol A. Wordell, CMC, Town Clerk
Little Compton Department of Public Works

Monthly Report: activity

<table>
<thead>
<tr>
<th>TRANSFER STATION</th>
<th>Transaction total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse</td>
<td>144 Tons</td>
</tr>
<tr>
<td>Construction Debris</td>
<td>7 Tons</td>
</tr>
<tr>
<td>Recycling</td>
<td>37 Tons</td>
</tr>
<tr>
<td>Paint recycling</td>
<td>0 units</td>
</tr>
<tr>
<td>Tires</td>
<td>4 Tons</td>
</tr>
<tr>
<td>TOTALS</td>
<td>192</td>
</tr>
<tr>
<td>E-waste</td>
<td>0 containers</td>
</tr>
<tr>
<td>Motor oil</td>
<td>gallons</td>
</tr>
<tr>
<td>Appliance refrigerant</td>
<td></td>
</tr>
</tbody>
</table>

1. The Month of April the DPW continued to put up more parking poles on the Sakonnet point town lot

2. DPW did some grading of gravel on Grange Ave where it changes to gravel and continues to work on access

3. DPW rolled and filled outfield / septic field at Veterans field in the area we repaired last year

4. maintain refuse from outside town barrels

5. Cut lawns and cemeteries for grass season
   Preparation and cleaning of lawn area's being worked on at this time, fix any damaged area from winter

6. DPW maintenance has worked on Town fisherman's lot at sakonnet point, about 1/2 completed

7. DPW maintenance repaired and replaced out door basketball backboard at school

8. maintain town road signage

9. general maintenance of town buildings

10. maintenance of vehicles, tractors, and trucks

William L Moore, Little Compton, Director of Public Works
To: Honorable Town Council

From: Antonio A. Teixeira
      Town Administrator

Date: May 20, 2021

Subject: McKenzie/Daubmann matter, 10 South Commons Road

Ms. Johanna McKenzie has reported that she is very appreciative of all efforts that were made by all to bring some resolution to the matter with Ms. Karen Daubmann and her property.

LC Agricultural Conservancy Trust has entertain as an item in their agenda to assist with the resolution.

Police Chief Scott Raynes and Fire Chief Richard Petrin have visit the area to check for safety concerns.

Chief Raynes has made it very clear that any reports or threats will be investigated and dealt with accordingly.
May 3, 2021

Via Certified Mail, Return Receipt Requested 7020 1290 0002 2542 8246

Ms. Karen M. Daubman
10 South of Commons Road
Little Compton, RI 02837

Re: Title Update and Use of ROW for 10-12 South of Commons Rd.
   Plat 30 Lots 10 and 14-3

Dear Ms. Daubman,

As you may know, this Office currently serves as legal counsel to the Little Compton Agricultural Conservancy Trust ("LCACT"). Per the request of its Chairperson, William Richmond, we were asked to hire a title examiner on behalf of the LCAST to research the grant of Little Compton Tax Assessor’s Plat 30, Lots 10 and 14-3 from Edith B. Wislocki to you in August of 2013, with specific focus on the grant of a right of way over Plat 30 Lot 9, formerly owned by Phebe B. Chace.

I attach for your review a copy of the full Title Examination Report, which includes a deed from Robert P. Lawrence, as Trustee of the Ida Smith Wilbur Foundation in 1984 conveying lots 10 and 14-3 to Ms. Wislocki. Under the language of that deed, Mr. Lawrence granted a right of way to Edith B. Wislocki burdening Plat 30 Lot 9 as part of the conveyance, the language of which is as follows:

"Together with a right of way as appurtenant to said premises to pass and repass at all times for any and all purposes connected with the lawful use and occupation of said premises in under and upon and over of right of way extending in width 20 feet, and running northerly 153 feet from the northwesterly corner of the conveyed parcel, the westerly line of this course of said right of way being the westerly boundary of other land of Grantor and the easterly boundary of land now or lately of Phebe B. Chace, the westerly and then southerly line of said right of way turning an interior angle of 270° 33’ 06" and proceeding westerly a distance of 132.67 feet more or less to the South of Commons Road, the southerly boundary of the last described course of said 20 foot right of way bounding southerly on said Chace land."

(Emphasis added)
This same language was included in the grant of Ms. Wislocki to you when you purchased both Lots 10 and 14-3 (with development rights conveyed) from her in August of 2013. A copy of that deed is also included herein.

The right of way was also identified in a survey plan recorded in Plan Book 13 Page 25 created by John Barker in July of 1998 in order to effectuate the conservation easement grant to the LCACT in October of that same year, a copy of which is also included in the Title Examination Report.

The clear and conspicuous language of the grant of the right of way to you by Ms. Wislocki would appear to provide to you the unfettered right to pass and repass the right of way burdening Lot 9 at all times and for any lawful purpose, including but not limited to access to your residence as well as Lot 14-3, as the underlying fee owner of that parcel. By providing this Title Examination Report, the LCACT authorizes it future use by you and/or your legal counsel to further pursue your rights at law under this grant.

Sincerely,

[Signature]

Joseph R. Marion III, Esq.

Enclosures

Cc: William Richmond, Little Compton Agricultural Conservancy Trust
    Richard Humphrey, Esq., Town Solicitor, Town of Little Compton

WC57587
TITLE EXAMINATION CONCLUSION SHEET

Examiner name: LJS

Schedule A

Brand (choose one): Commonwealth Land Title

File # (do not use dashes or suffix): 9422561 Start date: 8/8/13 End date: 4/21/21

Street/Town/State/Zip Code: 10 and 12 South of Commons Road, Little Compton, RI 02837

Assessor’s Plat #: 30 Assessors Lot #: Lots 14-3 and 10 Recorded Lot/Plat Card: Plat 30 Lot 14-3 and Plat 30 Lot 10 on Survey Plan for Edith B. Wislocki Trustee in Plan Blk: 13/25

Title in: Karen M. Daubmann

Tenancy: sole

By Quitclaim Deed from: Edith B. Wislocki

Signed Date: 8/8/13 Recorded Date/Time: 8/26/13 @ 12:08PM Book/Page: 263/22

Legal Description in Book/Page (include the book/page of any drops and/or additions): 263/22

Schedule B, Section 1, Requirements

Mortgage To: MERS, Washington Trust Mortgage Company, LLC Amount: $417,000.00

Signed Date: 10/14/16 Recorded Date/Time: 10/19/16 @ 8:57AM Book/Page: 301/154

as affected by:

Mortgage To: BankNewport Amount: $91,800.00

Signed Date: 7/5/19 Recorded Date/Time: 7/12/19 @ 2:38PM Book/Page: 333/147

as affected by: From Karen M. Daubmann a/k/a Karen M. Matsil Secured by 12 South of Commons Road (Lot 10) ONLY

Mortgage To: Amount: $

Signed Date: Recorded Date/Time: Book/Page:

as affected by:
Additional Liens:

Note for informational purposes, the following deeds in the 24-month chain of title other than the deed cited above: Book __, Page __; Book __, Page __.

**Schedule B, Section 2, Exceptions**

Restrictions/Easements/Other (including all exceptions from Start).

Together with Right of Way in Book/Page: 62/56

Deed of Development Rights in Book/Page: 114/566

Subject to Right to pass and repass over right of way on plan in Book/Page: Plan Bk: 13/25

in Book/Page:

in Book/Page:

**Other:**

2. 10 South of Commons Road is Lot 14-3 and 12 South of Commons Road is Lot 10.

Choose Box: 10 Year Buyer Run: n/a Current Owner Check for Probate: no Examined Online: yes

February 1, 2019
**Schedule A**

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>Premium</th>
<th>Date &amp; Time of Policy</th>
<th>File No.</th>
<th>Owner's Policy No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of Insurance: $479,000.00</td>
<td>$702.50</td>
<td>August 26, 2013 @ 12:07 PM</td>
<td>13-339</td>
<td>01508-99021596</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>Premium</td>
<td>Date &amp; Time of Policy</td>
<td>File No.</td>
<td>Loan Policy No.</td>
</tr>
<tr>
<td>Amount of Insurance: $380,000.00</td>
<td>$950.00</td>
<td>August 26, 2013 @ 12:09 PM</td>
<td></td>
<td>01307-99021597</td>
</tr>
</tbody>
</table>

1. **Name of Insured:**
   
   (a) **Owner's Policy:** Karen M. Daubmann
   
   (b) **Loan Policy:** MERS, Inc., as nominee for Residential Mortgage Services, Inc., its successors and/or assigns as their respective interests may appear.

2. The estate or interest in the land described herein which is Fee Simple, and is at Date of Policy vested in: Karen M. Daubmann

3. The mortgage, herein referred to as the insured mortgage with respect to the Loan Policy, and any assignments thereof are described as follows:

   Mortgage from Karen M. Daubmann to Residential Mortgage Services, Inc., in the original principal amount of $380,000.00 dated August 26, 2013, recorded on August 26, 2013 at 12:09 PM in Book 283 Page 28.

4. The land referred to herein is situated in the Town of Little Compton, the County of Newport, State of Rhode Island, and is identified in accordance with Exhibit A attached hereto with a property address of:

   12 South of Commons Road, Little Compton, Rhode Island 02837

   The property address is not insured and is incorporated for the Company's Indexing purposes only.

---

*Countersigned by Authorized Agent:*  

Signature: [Signature]

Pattagian & Marinelli, PC

This Policy Valid Only if Schedule B, Face Page And Cover Page Are Attached.
Exhibit A

Owner's Policy No.: 81308-89621566
Loan Policy No.: 81307-89621567

12 SOUTH OF COMMONS ROAD
Beginning at a point in the easterly line of South of Commons Road at a drill hole in a stone wall and at the Northwesterly corner of land now or formerly of Frederick M. Bodington Jr.; thence northerly, bounded westerly on said road, 210.00 feet to a drill hole in a stone in another wall and the southwesterly corner of land now or formerly of Phoebe B. Chace, thence turning an interior angle of 90° 13' 31" and running easterly along said stone wall and in a line in range therewith and bounded northerly on said Chace land in part and land now or formerly of Robert P. Lawrence, Trustee 229.41 feet to a granite bound; thence turning an interior angle and running southerly, bounded easterly by land of this Grantee, 403.35 feet to a point; thence turning an interior angle of 76° 52' 30" and running Northwesterly, bounded Southwesterly by land now or formerly of Frederick M. Bodington, Jr., 110.00 feet to a point; thence turning an interior angle and running northerly along the center line of a stone wall, bounded westerly by land of said Frederick M. Bodington Jr., 163.82 feet to a drill hole set in a stone wall; thence turning an interior angle and running westerly along the center line of a stone wall, bounded southerly by land of said Frederick M. Bodington, Jr., 126.66 feet to the point or place of beginning.

The subject premises are also depicted as Plat 30 Lot 10 on that Plan entitled, "SURVEY PLAN FOR EDITH B. WISLOCKI TRUSTEE PLAT 30 LOTS 10 & 14-3 SOUTH OF COMMONS ROAD LITTLE COMPTON SCALE 1" = 100', DATE 9-24-97", which was prepared by John J. Barker Jr., professional land surveyor and is recorded in Plan Book 13, Page 25 of the Little Compton Land Evidence Records.

Together with and subject to an easement to pass and repass over the right-of-way as depicted on the aforesaid Plan.

10 SOUTH OF COMMONS ROAD
That certain lot or parcel of land situated easterly of South of Commons Road, in the Town of Little Compton, County of Newport, State of Rhode Island, bounded and described as follows:

Being that area designated PLAT 30 LOT 14-3 on that plan entitled, "SURVEY PLAN FOR EDITH B. WISLOCKI TRUSTEE PLAT 30 LOTS 10 AND 14-3 SOUTH OF COMMONS ROAD LITTLE COMPTON SCALE 1" = 100' date 9/24/97" which was prepared by John J. Barker, Jr., Professional Land Surveyor and is recorded in Plan Book 13, Page 25 of the Little Compton Land Evidence Records.

Together with an easement to pass and repass for stewardship purposes over the right-of-way depicted on the aforesaid plan.

It is not Grantor's intent to affect a further subdivision of Lot 14-3 by conveying the development rights to all but the cul-de-sac area of said Lot 14-3.
Loan Policy Endorsement
(Valid Only if Attached To The Loan Policy)

For Residential Purposes Only

Loan Policy No: 81397-89621557

The following coverage, as checked, is hereby given with respect to this Loan Policy to the same extent as if the endorsement checked was attached to said Policy:

☐ ALTA ENDORSEMENT 4.1 - Condominium
☐ ALTA ENDORSEMENT 5.1 - Planned Unit Development
☐ ALTA ENDORSEMENT 6 - Variable Rate Mortgage
☐ ALTA ENDORSEMENT 6.2 - Variable Rate Mortgage - Negative Amortization
☒ ALTA ENDORSEMENT 8.1 - Environmental Protection Lien "NONE" is hereby added to the end of paragraph (b) thereof.
☒ CLTIC FORM 2276 - Secondary Mortgage Market Endorsement

Countersigned by Authorized Agent:

[Signature]

PARNASIAN & MARINELLI, PC

(13-336.PFD/13-336/26)
Schedule B - Part I

Owner's Policy No.: 81305-89621566
Loan Policy No: 81397-89621567

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties other than the Insured or Mortgagor in actual possession of any or all of the land.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Undisclosed mechanisms or materialmen's liens.
4. The mortgage, if any, referred to in Item 3 of Schedule A. (This exception does NOT apply to Loan Policies.)
5. Riparian rights of other in and to the waters of any stream and/or rivers lying along and/or crossing the land, and any right, title and interest of others in and to any portion of the land consisting of filled tidal lands.
6. IF THE LAND IS A CONDOMINIUM UNIT;
   (a) Terms and provisions as set forth in the Declaration of Condominium and By-Laws as recorded, as the same may be amended.
   (b) Terms and provisions of the Condominium Ownership Act, R.I.G.L. Sec. 34-36-1, et seq., as amended, and/or the Rhode Island Condominium Act, R.I.G.L. Sec. 34-36.1-1.01, et seq., as amended.
7. IF THE LAND IS SUBJECT TO ANY RECORDED COVENANTS, CONDITIONS, AND/OR RESTRICTIONS: Any provision in any recorded covenants, conditions and restrictions which indicate any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted.
8. Taxes and assessments (including liens not yet due and payable) as follows:
   2012 Calendar Year Real estate taxes; Paid in full.
   2013 Calendar Year Real estate taxes; First quarter paid, remainder not yet due and payable.
   Any outstanding municipal taxes, water, sewer assessments, sewer use, special assessments which may constitute a lien on the insured premises.
9. Restrictions contained in Deed to Development Rights Book 114 Page 566.
10. Easements recorded in Book 62 Page 55 and as shown on face of recorded plat.
11. Easement to pass and repass for stewardship purposes over the right-of-way depicted on plan.
12. Accuracy in acreage, content and/or square footage is not insured by this policy.
13. If the land is subject to any recorded covenants, conditions and/or restrictions, any provision in any recorded covenants, conditions and restrictions which indicate any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted.

Exception(s) numbered 1, 2, and 3 are hereby deleted from the Loan Policy. (NO EXCEPTIONS are deleted from the Owner's Policy unless and endorsement is attached authorizing specific deletions.)

With the exception of the Condominium and Inflation coverage, any affirmative insurance language in Schedule B applies only to the Loan Policy. Inflation coverage applies only to the Owner's Policy.

CONDOMINIUM COVERAGE
If the land referred to in Schedule A is a condominium unit, the coverage contained in the ALTA 4-1 Condominium Endorsement is hereby given with respect to both the Owner's Policy and Loan Policy to the same extent as if it was attached to the policy.

INFLATION COVERAGE
The coverage contained in the Company's Residential Inflation Endorsement Form 91-112 is hereby given with respect to the Owner's Policy to the same extent as if it was attached to the policy.

Note: There are no subordinate matters to the Loan Policy that affect title of the estate or interest referred to in Schedule A unless Schedule B Part II is attached.
Schedule B - Part II

Owner's Policy No.: 81305-89621566
Loan Policy No: 81397-88621567

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, and the Company insures the Insured in the Loan Policy that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

NONE.
TRUSTEE'S DEED

ROBERT P. LAWRENCE, TRUSTEE

TO

EDITH B. WISLOCKI

ROBERT P. LAWRENCE, of the Town of Little Compton, County of Newport, State of Rhode Island, as, and only as, Trustee of the Ida Wilbur Smith Foundation (which may also be known as the Ida Wilbur Smith Trust), under that certain Trust Agreement between Ida Wilbur Smith as Settlor and said Robert P. Lawrence as Trustee, dated August 24, 1981, and recorded in the Records of Land Evidence of said Town of Little Compton in Book 57 at page 594 by the power conferred by said Trust Agreement and by every other power and authority enabling, for Fifty Thousand Dollars ($50,000) paid, grant to EDITH B. WISLOCKI, of the Town of Mashpee, Commonwealth of Massachusetts:

That certain parcel of real estate in the Town of Little Compton, State of Rhode Island, bounded and described as follows:

Beginning at a point at the northeasterly corner of a parcel of land owned by Florence Wislocki and Edith B. Wislocki and the southeasterly corner of a parcel of land now or formerly owned by Phloe B. Chase, said parcel bounding westerly on South of Commons Road, being the northeasterly corner of the property hereinbefore described, thence proceeding easterly a distance of 70.67 feet more or less to a point, said first described course and the two immediately succeeding courses running easterly in a line parallel to and approximately 174.55 feet southerly to the southerly line of other land of Grantor, thence turning an interior angle of 178°42'13" and proceeding easterly a distance of 225.04 feet to a point; thence turning an interior angle of 180°32'43" and proceeding easterly a distance of 372.30 feet more or less to a point in a stone wall, thence turning an interior angle of 85°39'01" and proceeding, southerly in the center line of said stone wall a distance of 1072 feet more or less, bounded easterly by other land now or formerly of Alfred H. Bodington to land now or lately owned by Margaret H. Almy; thence turning an interior angle of approximately 72°59'59" and proceeding westerly a distance of 120 feet more or less to a point; thence turning an interior angle of 180°53'06" and proceeding westerly a distance of 419.58 feet to a point; thence turning an interior angle of 196°30'17" and proceeding westerly a distance of 39.74 feet to a corner, the last three courses being bounded southerly by land now or formerly of Margaret H. Almy; thence turning an interior angle of 90°49'03" and proceeding northerly a distance of 85.00 feet to a corner, bounded westerly by land known as "The Wilbur Cemetery", thence turning an interior angle of 88°34'46" and
proceeding easterly a distance of 63.00 feet to a corner, bounded northerly by land now or formerly of Frederick M. Bodington; thence turning an interior angle of 274°56′37″ and proceeding northerly a distance of 135.00 feet to a corner, bounded westerly partly by land of said Frederick M. Bodington and land now or formerly of Julia M. Bodington; thence turning an interior angle of 254°07′32″ and proceeding northwesterly 110.00 feet to a corner, bounded southerly by said land of Julia M. Bodington; thence turning an interior angle of 107°39′31″ and proceeding northerly a distance of 160.00 feet to a corner, bounded westerly by said land of Julia M. Bodington; thence turning an interior angle of 87°20′23″ and proceeding easterly a distance of 21.00 feet to a corner, bounded northerly by land now or formerly of Florence C. Wislocki and Edith B. Wislocki; thence turning an interior angle of 274°23′30″ and proceeding northerly a distance of 215.26 feet to the point or place of beginning.

Together with a right of way as appurtenant to said premises to pass and repass at all times for any and all purposes connected with the lawful use and occupation of said premises in under and upon and over a right of way extending in width 20 feet, and running northerly 153 feet from the northwesterly corner of the conveyed parcel, the westerly line of this course of said right of way being the westerly boundary of other land of Grantor and the easterly boundary of land now or lately of Phebe B. Chace, the westerly and then southerly line of said right of way turning an interior angle of 270°33′06″ and proceeding westerly a distance of 132.67 feet more or less to the end of Commons Road, the southerly boundary of the last described course of said 20 foot right of way bounding southerly on said Chace land.

Subject to taxes assessed by the Town of Little Compton on December 31, 1983.

WITNESS my hand this 20th day of July, 1984.

[Signature]

Robert P. Lawrence, as, and only as Trustee of the Ida Wilbur Smith Foundation

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Little Compton, on the 24th day of July, 1984, before me personally appeared Robert P. Lawrence, Trustee of the Ida Wilbur Smith Foundation, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed, in his said capacity, to be his free act and deed as Trustee of the Ida Wilbur Smith Foundation.

Address of Grantee:
Edith B. Wislocki
55 Summit Street
Rehoboth, Massachusetts 02769

[Signature]

Alfred B. E. [Notary Public]
Notary Public

Received for record, July 20th, A.D. 1984 at 10:20 o'clock A.M. and recorded by me.

[Signature]

Philip B. Williams
Town Clerk
WHEREAS, EDITH B. WISLOCKI, of Rehoboth, Massachusetts, hereinafter referred to as Grantor, is the owner of certain property described in Exhibit "B", "Description of Property", which is attached hereto and made a part hereof;

WHEREAS, the voters of the Town of Little Compton and the Rhode Island General Assembly have determined that land suitable for food production has become extremely scarce in this Town and State, that it is an increasingly valuable resource, and that it is in the best interest of the citizens of the Town and State that the remaining such land, which is most in danger of being lost, be maintained for farming uses.

WHEREAS, the Town of Little Compton, acting through the Little Compton Agricultural Conservancy Trust, has determined that the land described in Exhibit "B" is valuable for crop production, is a valuable resource as determined by application of the criteria set out in the Farmland Preservation Act (Title 42, Chapter 82 of the Rhode Island General Laws), or is valuable to preserve open space, as defined in Section 2.11 of the Rules and Regulations for Open Space and Agricultural Land Conservation Grants (1986) adopted February, 1987;

WHEREAS, the Grantor is willing to devote the land described in Exhibit "B" to agricultural production and/or open space and to restrict the use of said land according to the terms and conditions hereinafter set forth;

WHEREAS, the grant and conveyance of the Development Rights by the Grantor to the Little Compton Agricultural Conservancy Trust will preserve said property for crop production, and directly related uses, in accordance with the following terms and conditions;
WHEREAS, the Rhode Island General Assembly has provided for the use of "conservation restriction" to preserve land in farming and agricultural uses, among others (Title 34, Chapter 39 of the Rhode Island General Laws); and

WHEREAS, the parties hereto wish to avail themselves of the provisions of said law governing "conservation restrictions";

NOW THEREFORE, for and in consideration of One ($1.00) Dollar and other good and valuable consideration, receipt of which Grantor does hereby acknowledge, Grantor does hereby forever grant, transfer, assign and convey to the Little Compton Agricultural Conservancy Trust, Town of Little Compton, Town Hall, Little Compton, Rhode Island with Warranty Covenants the Development Rights in respect to the land described in Exhibit "A", of the nature and character described in Exhibit "C", "Covenant Regarding Restriction of Property to Agricultural Uses", which is attached hereto and made a part hereof, and covenants that said Development Rights, and the restrictions and conditions set forth in Exhibit "C" shall bind Grantor, her heirs and assigns, and that said restrictions and conditions shall run with the land;

And the Grantor further covenants that she is seized of the property described in Exhibit "A" in fee simple, has good right to grant and convey the aforesaid Development Rights, that said property is free and clear of any and all encumbrances except those she has certified as existing at the time of sale and which are set forth in Exhibit "A", "Certification of Encumbrances", and that all existing liens, attachments, mortgages or similar encumbrances on the real estate have been discharged, all of which are attached hereto and made a part

-2-
hereof and that Grantor, her heirs and assigns, henceforth agrees to pay all real estate taxes and assessments levied by competent authorities.

The consideration for this transfer is such that no documentary stamps are required and no withholding is required under R.I.G.L. 44-30-71.3. As the subject premises are unimproved, Grantor further certifies that this transfer is exempt from the Smoke Detector Law as provided in R.I.G.L. 23-28.35-14.

WITNESS my hand this _/___ day of ___/___/___, 1998.

EDITH B. WISLOCKI

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL

In ______ on the ___ day of October, 1998, before me personally appeared EDITH B. WISLOCKI to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

_____________________________________________________
NOTARY PUBLIC
NAME: __________________________ (SEAL)
EXHIBIT A
CERTIFICATION OF ENCUMBRANCES

KNOW ALL MEN BY THESE PRESENTS that EDITH B. WISLOCKI, Grantor of development rights to real property in the State of Rhode Island, which property is located easterly of South of Commons Road, Little Compton, Rhode Island, hereby declares under the penalties of perjury that she knows of no encumbrances on said property except those enumerated and described hereinafter:

1. Real Estate taxes for the current year not yet due and payable.


WITNESS my hand this __ day of __________, 1998.

EDITH B. WISLOCKI

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

In __________ on the __ day of __________, 1998, before me personally appeared EDITH B. WISLOCKI to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

NOTARY PUBLIC
NAME: [Signature]

-4-
EXHIBIT B
DESCRIPTION OF PROPERTY

That certain lot or parcel of land situated easterly of South of Commons Road, in the Town of Little Compton, County of Newport, State of Rhode Island, bounded and described as follows:

Being that area designated PLAT 30 LOT 14-3 on that plan entitled, "SURVEY PLAN FOR EDITH B. WISLOCKI TRUSTEE PLAT 30 LOTS 10 AND 14-3 SOUTH OF COMMONS ROAD LITTLE COMPTON SCALE 1"=100' DATE 9/24/97" which was prepared by John J. Barker, Jr., Professional Land Surveyor and is recorded in Plan Book 13, Page 725 of the Little Compton Land Evidence Records.

Containing 12 acres, more or less,

Together with an easement to pass and repass for stewardship purposes over the right-of-way depicted on the aforesaid plan.

It is not Grantor's intent to effect a further subdivision of Lot 14-3 by conveying the development rights to all but the cul-de-sac area of said Lot 14-3.

Being a reconfigured Lot 14-3 on Plat 30 of the Little Compton Tax Assessors' Records as presently constituted.

Being a portion of the premises conveyed to this Grantor by Trustee's Deed, dated July 20, 1984, which is recorded in Book 62, Page 56 of the Little Compton Land Evidence Records.
EXHIBIT C
COVENANT REGARDING RESTRICTION OF PROPERTY
TO AGRICULTURAL USES

A. The Grantor covenants for herself, her heirs, devisees, legal representatives, successors and assigns, that the Property will at all times be held, used and conveyed subject to, and not used in violation of, the following restrictions as said restrictions may be limited or affected by the provisions of Paragraph B below:

   (1) No building, residential dwelling, tennis court, artificial swimming pool, asphalt driveway, road, parking lot, mobile home, utility pole, tower, conduit or line or other temporary or permanent structure or improvement requiring construction shall be constructed, placed or permitted to remain on the property.

   (2) No loam, peat, gravel, soil, sand, bed rock, other natural resource or deposit, or stone wall shall be excavated, dredged, or removed from the Property unless approved by the Grantee under Section C herein.

   (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste or other substance or material whatsoever not normally used in accepted agricultural practices shall be placed, stored, dumped or permitted to remain on the Property.

   (4) No use shall be made of the Property, and no activity therein shall be permitted which is or may be inconsistent with the intent of this grant, being the perpetual protection and preservation of agricultural lands and open space lands. No activity, including, but not limited to, drainage or flood control activities shall be carried on which is detrimental to the actual or potential agricultural use of the Property, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices.

   (5) No use or development of the Property other than for agricultural purposes including, but not limited to, the cultivation and harvesting of crops and the raising and grazing of livestock and horses, shall be permitted, except that in accordance with the procedures set forth under Section C herein.

   (6) No further subdivision or division of the Property shall be permitted.
(7) Any existing fields, which are not in agricultural use, shall be mowed at least annually. If said fields are not so mowed by Grantor, her heirs and assigns, Grantee, its successors and assigns, shall have the right to go upon the property and do same.

(8) Grantee, its successors and assigns, is permitted upon reasonable notice to enter upon the subject premises to insure that the Grantor, her heirs and assigns, is complying with the aforesaid restrictions. In the event that the Grantee, its successors and assigns, becomes aware of an event or circumstance of noncompliance with the terms and conditions hereinabove set forth, the Grantee shall give notice to the Grantor, her heirs and assigns, at his, her or their last known address of such event or circumstance of noncompliance via certified mail, and request corrective action sufficient to abate such event or circumstance of noncompliance and restore the protected property to its previous condition. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by the Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this covenant, to enjoin such noncompliance by ex parte temporary or permanent injunction in a court of competent jurisdiction to enforce the terms of this covenant; and/or recover any damages arising from such noncompliance. Such damages, when recovered, shall be applied by the Grantee, in its discretion, to corrective action on the protected property. If such court determines that the Grantor, her heirs and assigns, has failed to comply with the terms and conditions hereinabove set forth, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration and reasonable attorney's fees, in addition to any other payments ordered by such court. Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors and assigns, in acting to enforce any restriction or exercise any rights under this covenant.

B. Except for any provisions of this instrument to the contrary, the Grantor hereby reserves to and for herself and her heirs, devisees, legal representatives, successors and assigns all other customary rights and privileges of ownership including the right to conduct or permit the following activities on the Property:

1. The maintenance and use of existing stone walls, trails and farm roads on the Property, substantially in their present condition or as reasonably necessary for the uses thereof or hereinafter permitted.
(2) The construction or placing of buildings or improvements for agricultural purposes, including buildings for related retail sales, all subject to the prior written approval of the Grantee as provided in Paragraph C hereof.

C. The parties hereby covenant and agree that for all other approvals required from the Grantee relative to this Covenant, the following procedure shall be followed:

(1) The Grantee shall first notify the Grantee, in writing, of any intended use or intent to engage in any activity (including construction) when such use or activity requires approval hereunder, and shall submit to the Grantee plans and such other information as the Grantee requires to reasonably determine that the use, activity, structure or building is consistent with the purposes of this Covenant. Prior to making an application for approval under this section, the Grantee shall have first obtained, in writing, all other required permits.

(2) The Grantee shall approve, with or without conditions, only upon finding that a) the proposed use, activity, structure or building is authorized by 42-32-1 et seq. of the Rhode Island General Laws, 1956, as amended and b) that said use, activity, structure or building shall not defeat or derogate from the intent of this Covenant to provide for the perpetual protection and preservation of agricultural lands. If the Grantee shall approve, or approve with conditions, said request, it shall issue a Certificate of Approval suitable for recording and no proposed use or activity shall be commenced or undertaken prior to receipt of said Certificate of Approval. If the Grantee is unable to make the finding necessary for approval it shall state in writing its reason(s) therefore to the Grantee.

(3) The Grantee reserves the right to inspect any approved use, activity, structure or building for conformity with its Certificate of Approval.

-8-

Filed in the Town Clerk's Office, Little Compton, R.I. on October 10, 1947 at 10:10 o'clock A.M. Witness.

[Signature]
Town Clerk
QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that I, EDITH B. WISLOCKI,
of Rehoboth, Massachusetts, for full consideration paid in the amount of Four Hundred
Seventy Five Thousand ($475,000.00) Dollars, grant to KAREN M. DAUBMANN, of 30
Fairview Avenue, Tuckahoe, New York 10707, with QUITCLAIM COVENANTS.

Reference Exhibit A which is attached hereto and made a part hereof.

Being the same premises conveyed to this Grantor by Quitclaim Deed, dated
February 11, 1999, which is recorded in Book 116, Page 684 of the Little Compton Land
Evidence Records and by Trustee’s Deed, dated July 20, 1984, which is recorded in Book
62, Page 56 of said Little Compton Land Evidence Records.

Being Lots 10 and 14-3 on Plat 30 of the Little Compton Tax Assessors’ Records
as presently constituted.
WITNESS my hand this 8th day of August, 2013.

Edith B. Wislocki

STATE OF MASSACHUSETTS
COUNTY OF Bristol

In the above, on this 8th day of August, 2013, before me personally appeared Edith B. Wislocki, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

Diana M. Rochefort
Notary Public
Name: DIANA M. ROCHEFORT
My commission expires: September 17, 2015

TAX
$3,500.00
DATE: Aug 26, 2013
RECORDED: 2013
TOWN OF LITTLE COMPTON
2108
RHODE ISLAND
REAL ESTATE CONVEYANCE TAX

C130731QCD_SWE_Wislocki
EXHIBIT A

Parcel I

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the east side of South of Commons Road, in the Town of Little Compton, County of Newport, State of Rhode Island, bounded and described as follows:

Beginning at a point in the easterly line of South of Commons Road at a drill hole in a stone wall and at the Northwesterly corner of land now or lately of Frederick M. Bodington, Jr.; thence northerly, bounded westerly on said road, 218.00 feet to a drill hole in a stone in another wall and the southwesterly corner of land now or lately of Phebe B. Chace thence turning an interior angle of 90° 13' 31" and running easterly along said stone wall and in a line in range therewith and bounded northerly on said Chace land in part and land now or formerly of Robert P. Lawrence, Trustee 229.41 feet to a granite bound; thence turning an interior angle and running southerly, bounded easterly Parcel II hereinafter described, 403.35 feet to a point; thence turning an interior angle of 76° 52' 30" and running Northwesterly, bounded Southwesterly by land now or formerly of Frederick M. Bodington, Jr., 110.00 feet to a point; thence turning an interior angle and running northerly along the center line of a stone wall, bounded westerly by land of said Frederick M. Bodington, Jr., 163.82 feet to a drill hole set in a stone wall; thence turning an interior angle and running westerly along the center line of a stone wall, bounded southerly by land of said Frederick M. Bodington, Jr., 126.66 feet to the point or place of beginning.

Containing 69,888 square feet or 1.6 acres more or less.

The subject premises are also depicted as Plat 30 Lot 10 on that Plan entitled, "SURVEY PLAN FOR EDITH B. WISLOCKI TRUSTEE PLAT 30 LOTS 10 & 14-3 SOUTH OF COMMONS ROAD LITTLE COMPTON SCALE 1"=100', DATE 9-24-97," which was prepared by John J. Barker, Jr., professional land surveyor and is recorded in Plan Book 13, Page 25 of the Little Compton Land Evidence Records.

Together with and subject to an easement to pass and repass over the right-of-way as depicted on the aforesaid Plan.

Property Address
12 South of Commons Road
Little Compton, RI
Plat 30, Lot 10

C130731ExA_SWE_Wislocki
Parcel II

That certain lot or parcel of land, with all the buildings and improvements thereon, situated easterly of South of Commons Road, in the Town of Little Compton, County of Newport, State of Rhode Island, bounded and described as follows:

Beginning at a point at the northeasterly corner of a parcel of land owned by Florence Wislocki and Edith B. Wislocki and the southeasterly corner of a parcel of land now or formerly owned by Phebe B. Chace, said parcels bounding westerly on South of Commons Road, being the northwesterly corner of the property hereinafter described, thence proceeding easterly a distance of 70.67 feet more or less to a point, said first described course and the two immediately succeeding courses running easterly in a line parallel to and approximately 174.55 feet southerly to the southerly line of other land of Grantor, thence turning an interior angle of 178° 42' 13" and proceeding easterly a distance of 235.04 feet to a point; thence turning an interior angle of 180° 32' 43" and proceeding easterly a distance of 372.30 feet more or less to a point in a stone wall, thence turning an interior angle of 85° 39' 01" and proceeding southerly in the center line of said stone wall a distance of 1072 feet more or less, bounded easterly by other land now or formerly of Alfred H. Bodington to land now or lately owned by Margaret H. Almy; thence turning an interior angle of approximately 72° 59' 9" and proceeding westerly a distance of 120 feet more or less to a point; thence turning an interior angle of 180° 53' 06" and proceeding westerly a distance of 419.39 feet to a point; thence turning an interior angle of 196° 30' 17" and proceeding westerly a distance of 39.74 feet to a corner, the last three courses being bounded southerly by land now or formerly of Margaret H. Almy; thence turning an interior angle of 90° 49' 05" and proceeding northerly a distance of 85.00 feet to a corner, bounded westerly by land known as "The Wilbur Cemetery"; thence turning an interior angle of 88° 34' 46" and proceeding easterly a distance of 63.00 feet to a corner, bounded northerly by land now or formerly of Frederick M. Bodington; thence turning an interior angle of 274° 56' 37" and proceeding northerly a distance of 395.00 feet to a corner, bounded westerly partly by land of said Frederick M. Bodington and land now or formerly of Julia M. Bodington; thence turning an interior angle of 254° 07' 32" and proceeding northwesterly 110.00 feet to a corner, bounded southerly by said land of Julia M. Bodington; thence turning an interior angle of 107° 39' 31" and proceeding northerly a distance of 160.00 feet to a corner, bounded westerly by said land of Julia M. Bodington; thence turning an interior angle of 87° 20' 23" and proceeding easterly a distance of 21.00 feet to a corner, bounded northerly by land now or formerly of Florence C. Wislocki and Edith B. Wislocki; thence turning an interior angle of 272° 23' 30" and proceeding northerly a distance of 215.26 feet to the point or place of beginning.

C130731ExA_SWE_Wislocki
Together with a right of way as appurtenant to said premises to pass and repass at all times for any and all purposes connected with the lawful use and occupation of said premises in under and upon and over a right of way extending in width 20 feet, and running northerly 153 feet from the northwesterly corner of the conveyed parcel, the westerly line of this course of said right of way being the westerly boundary of other land of Grantor and the easterly boundary of land now or lately of Phebe B. Chace, the westerly and then southerly line of said right of way turning an interior angle of 270° 33' 06" and proceeding westerly a distance of 132.67 feet more or less to the South of Commons Road, the southerly boundary of the last described course of said 20 foot right of way bounding southerly on said Chace land.

Exclusive of that portion of the subject premises conveyed by this Grantor to Stetson W. Eddy, by Quitclaim Deed, dated February 11, 1999, which is recorded in Book 116, Page 683 of the Little Compton Land Evidence Records.

Subject to that Deed to Development Rights to the Little Compton Agricultural Conservancy Trust which is recorded in Book 114, Page 566 of said Little Compton Land Evidence Records.

Property Address
10 South of Commons Road
Little Compton, RI
Plat 30, Lot 14-3
LITTLE COMPTON FIRE DEPARTMENT
SMOKE / CARBON MONOXIDE DETECTOR INSPECTION

Name of Owner: Edith W. Wolsky
Address: 2 So. of Commons Rd

Realtor / Other: Little Compton Realty

The smoke and carbon monoxide detectors in this building have been inspected, and are in compliance with Chapter 24 as amended, of the Rhode Island Fire Safety Code.

Type of Inspection
☑ Transfer of Title
☐ Occupancy

Type of System
☐ A-Alarm
☐ Battery

Date of Inspection: 9/12/23
Inspector: [signature]

Inspection Fee: $30.00 ☐ No Fee ☐ Cash Check #: 2848

Town Ordinance Chapter 7, Section 2.5 (Uniform System for the Numbering of Buildings and Lots) in the Town of Little Compton requires property owners to display the following number in figures large enough to be easily read from a moving vehicle on the roadway. Where the residence or structure is over fifty (50) feet from the edge of the street or right-of-way, the assigned number shall be displayed on a post, wall, or the mailbox at the property line adjacent to the walk or access drive to the residence or structure.

HOUSE NUMBER

12

White / Owner  Yellow / Fire Department  Pink / Town Treasurer  Gold / Building Official

Filed in the Town Clerk's Office
Little Compton, RI on Aug 26, 2013 12:40:10P
Witness

[signature]

Town Clerk
RHODE ISLAND DIVISION OF TAXATION
ACKNOWLEDGEMENT OF DISCHARGE OF LIEN
UNDER R.I.G.L. 44-30-71.3

Grantor's Name:  Edith B. Wislocki
(Seller's Name)

Grantee's Name:  Karen M. Daubmann
(Buyer's Name)

The Rhode Island Division of Taxation hereby acknowledges the discharge of lien under Rhode Island
General Laws section 44-30-71.3 on the property located at:

12 South of Commons Road
Street Address

In the City or Town of:  Little Compton
and further described as:  Plat 30 Lots 10 and 14-3 in the land records of such City or Town.

Rhode Island Division of Taxation Use Only

__________________________________________
Tax Administrator

By:  ___________________________

Date:  9/5/13

RETURN TO:
Pamagian & Marinelli, P.C.
2181A Post Road
Warwick, RI 02886

RI-71.3 Acknowledgement

Rev. 12/30/2006

Filed in the Town Clerk's Office
Little Compton, RI on Sep 13/2013 12:10:11 PM

Withee

Town Clerk
MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 14, 2016, together with all Riders to this document.

(B) "Borrower" is KAREN M. DAIUMANN.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

(D) "Lender" is Washington Trust Mortgage Company LLC.

Lender is a Limited Liability Corporation, organized and existing under the laws of Rhode Island. Lender’s address is 23 Broad Street, Westerly, RI 02891.

(E) "Note" means the promissory note signed by Borrower and dated October 14, 2016, plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2046.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- Condominium Rider
- Planned Unit Development Rider
- Family Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) (specify)
- V.A. Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation; or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower as provided in Section 16. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by the Security Instrument, this Security Instrument shall become null and void. Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. No Outstanding Automatic Orders in Domestic Relations Cases. Borrower hereby represents and warrants to Lender that either: (a) there is no outstanding automatic order under Chapter 15-5 of the Rhode Island General Laws against any Borrower relating to a complaint for dissolution of marriage, legal separation, annulment, custody or visitation; or (b) there is an outstanding automatic order under Chapter 15-5 of the Rhode Island General Laws against a Borrower relating to a complaint for dissolution of marriage, legal separation, annulment, custody or visitation, and the other party that is subject to such order has consented to, or the court which issued the automatic order has issued another order authorizing such Borrower's execution of the Note and this Security Instrument.

25. Homestead Estate. If Borrower hereafter has acquired or hereafter acquires an estate of homestead in the Property, Borrower hereby agrees that such homestead estate is waived to the extent of this Security Instrument and the amount due under the Note and to the extent of all renewals, extensions and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions and modifications of this Security Instrument. Furthermore, Borrower hereby waives the benefits of any homestead or similar laws or regulations that may otherwise be applicable from time to time.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

KAREN M. DAUBMANN

DATE

State of RHODE ISLAND
County of BRISTOL

In the County of said County on the 14th day of October, 2016

before me personally appeared KAREN M. DAUBMANN, each and all to me known, and known by me to be the party(ies) executing the foregoing instrument, and he/she/they acknowledged said instrument, by him/her/them executed to be his/her/their free act and deed.

Signature of Notary, Yr

JASON R. MARINELLI

10-25-2017

Lender: Washington Trust Mortgage Company LLC
NMLS ID: 901827
Loan Originator: Marc G. Welz
NMLS ID: 5826
EXHIBIT A

Parcel I

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the east side of South of Commons Road, in the Town of Little Compton, County of Newport, State of Rhode Island, bounded and described as follows:

Beginning at a point in the easterly line of South of Commons Road at a drill hole in a stone wall and at the Northwesterly corner of land now or lately of Frederick M. Bodington, Jr.; thence northerly, bounded westerly on said road, 218.00 feet to a drill hole in a stone in another wall and the southwesterly corner of land now or lately of Phebe B. Chace thence turning an interior angle of 90° 13' 31" and running easterly along said stone wall and in a line in range therewith and bounded northerly on said Chace land in part and land now or formerly of Robert P. Lawrence, Trustee 229.41 feet to a granite bound; thence turning an interior angle and running southerly, bounded easterly Parcel II hereinafter described, 403.35 feet to a point; thence turning an interior angle of 76° 52' 30" and running Northwesterly, bounded Southwesterly by land now or formerly of Frederick M. Bodington, Jr., 110.00 feet to a point; thence turning an interior angle and running northerly along the center line of a stone wall, bounded westerly by land of said Frederick M. Bodington, Jr., 163.82 feet to a drill hole set in a stone wall; thence turning an interior angle and running westerly along the center line of a stone wall, bounded southerly by land of said Frederick M. Bodington, Jr., 126.66 feet to the point or place of beginning.

The subject premises are also depicted as Plat 30 Lot 10 on that Plan entitled, “SURVEY PLAN FOR EDITH B. WISLOCKI TRUSTEE PLAT 30 LOTS 10 & 14-3 SOUTH OF COMMONS ROAD LITTLE COMPTON SCALE 1"=100', DATE 9-24-97,” which was prepared by John J. Barker, Jr., professional land surveyor and is recorded in Plan Book 13, Page 25 of the Little Compton Land Evidence Records.

Together with and subject to an easement to pass and repass over the right-of-way as depicted on the aforesaid Plan.

Property Address
12 South of Commons Road
Little Compton, RI
Plat 30, Lot 10
Parcel II

That certain lot or parcel of land, with all the buildings and improvements thereon, situated easterly of South of Commons Road, in the Town of Little Compton, County of Newport, State of Rhode Island, bounded and described as follows:

Beginning at a point at the northeasterly corner of a parcel of land owned by Florence Wislocki and Edith B. Wislocki and the southeasterly corner of a parcel of land now or formerly owned by Phoebe B. Chace, said parcel bounding westerly on South of Commons Road, being the northwesterly corner of the property hereinafter described, thence proceeding easterly a distance of 70.67 feet more or less to a point, said first described course and the two immediately succeeding courses running easterly in a line parallel to and approximately 174.55 feet southerly to the southerly line of other land of Grantor, thence turning an interior angle of 178° 42' 13" and proceeding easterly a distance of 235.04 feet to a point; thence turning an interior angle of 180° 32' 43" and proceeding easterly a distance of 372.30 feet more or less to a point in a stone wall, thence turning an interior angle of 85° 39' 01" and proceeding southerly in the center line of said stone wall a distance of 1072 feet more or less, bounded easterly by other land now or formerly of Alfred H. Bodington to land now or lately owned by Margaret H. Almy; thence turning an interior angle of approximately 72° 59' 9" and proceeding westerly a distance of 120 feet more or less to a point; thence turning an interior angle of 180° 53' 06" and proceeding westerly a distance of 419.39 feet to a point; thence turning an interior angle of 196° 30' 17" and proceeding westerly a distance of 39.74 feet to a corner, the last three courses being bounded southerly by land now or formerly of Margaret H. Almy; thence turning an interior angle of 90° 49' 05" and proceeding northerly a distance of 85.00 feet to a corner, bounded westerly by land known as "The Wilbur Cemetery"; thence turning an interior angle of 88° 34' 46" and proceeding easterly a distance of 63.00 feet to a corner, bounded northerly by land now or formerly of Frederick M. Bodington; thence turning an interior angle of 274° 56' 37" and proceeding northerly a distance of 395.00 feet to a corner, bounded westerly partly by land of said Frederick M. Bodington and land now or formerly of Julia M. Bodington; thence turning an interior angle of 254° 07' 32" and proceeding northwesterly 110.00 feet to a corner, bounded southerly by said land of Julia M. Bodington; thence turning an interior angle of 107° 39' 31" and proceeding northerly a distance of 160.00 feet to a corner, bounded westerly by said land of Julia M. Bodington; thence turning an interior angle of 87° 20' 23" and proceeding easterly a distance of 21.00 feet to a corner, bounded northerly by land now or formerly of Florence C. Wislocki and Edith B. Wislocki; thence turning an interior angle of 272° 23' 30" and proceeding northerly a distance of 215.26 feet to the point or place of beginning.
Exhibit A

Together with a right of way as appurtenant to said premises to pass and repass at all times for any and all purposes connected with the lawful use and occupation of said premises in under and upon and over a right of way extending in width 20 feet, and running northerly 153 feet from the northwesterly corner of the conveyed parcel, the westerly line of this course of said right of way being the westerly boundary of other land of Grantor and the easterly boundary of land now or lately of Phebe B. Chace, the westerly and then southerly line of said right of way turning an interior angle of 270° 33' 06" and proceeding westerly a distance of 132.67 feet more or less to the South of Commons Road, the southerly boundary of the last described course of said 20 foot right of way bounding southerly on said Chace land.

Exclusive of that portion of the subject premises conveyed to Stetson W. Eddy by Quitclaim Deed dated February 11, 1999 and recorded in the Land Evidence Records of the Town of Little Compton in Book 116 at Page 683.

Subject to that Deed to Development Rights recorded in Book 114 at Page 566.

Meaning and intending to encumber the same premises as described in that certain Quitclaim Deed from Edith B. Wislocki to Karen M. Daubmann, dated August 8, 2013 and recorded in the Land Evidence Records of the Town of Little Compton in Book 263 at Page 22.

(For Reference Only)
Property Address:
10 South of Commons Road
Little Compton, RI 02837
AP 30 Lot 14-3

Filed in the Town Clerk's Office
Little Compton, RI on Oct 19, 2016 00:57 AM
Witness

[Signature]
Town Clerk
MORTGAGE

Open-end Mortgage to Secure Present and Future Loans under Chapter 25 of Title 34 of the Rhode Island General Laws

MAXIMUM LIEN. The stated maximum amount of principal secured by this Open-end Mortgage is $91,800.00.

THIS MORTGAGE dated July 5, 2019, is made and executed between Karen M. Daubmann, and Karen M. Matall, whose address is 12 South Of Commons Road, Little Compton, RI 02837 (referred to below as "Grantor") and BANKEWPWORTH, whose address is 184 John Clarke Road, Middletown, RI 02842 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration paid, Grantor, mortgagee, grants, and conveys to Lender, with the STATUTORY POWER OF SALE, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, and easements, rights of way, and appurtenances, all water, water rights, watercourses and other easements, and all other rights, privileges, and profits pertaining to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Newport County, State of Rhode Island:

All that certain lot or parcel of land, together with the buildings and improvements thereon, situated on the east side of South of Commons Road, in the Towns of Little Compton, County of Newport, State of Rhode Island and bounded and described as follows:

BEGINNING at a point in the easterly line of South of Commons Road at a drill hole in a stone wall at the Northerly corner of land now or lately of Frederick M. Bodington, Jr., thence northerly, bounded westerly by the drill hole in a stone wall at the southwestern corner of land now or lately of Robert F. Lawrence, Trustee 229.41 feet to a concrete post; thence turning an interior angle and running northerly by said concrete post and a line in a range therewith and bounded northerly on said concrete post; thence turning an interior angle and running northerly by the NW corner of said land now or lately of Robert P. Lawrence, Trustee 229.41 feet to a granite bound; thence turning an interior angle and running northerly by the NW corner of said land now or lately of Karen M. Daubmann, Trustee 403.55 feet to a point; thence northerly, bounded easterly by other land now or lately of Karen M. Daubmann, Trustee 110.00 feet to a point; thence turning an interior angle and running northerly along the center line of a stone wall, bounded westerly by land now or lately of Frederick M. Bodington, Jr. 153.82 feet to a drill hole in a stone wall; thence turning an interior angle and running westerly along the center line of a stone wall, bounded southerly by land now or lately of Frederick M. Bodington, Jr. 128.66 feet to the point or place of beginning.

BE ALL said measurements more or less or however otherwise the same may be bounded and described.

RE记ge designated as Plat 30 Lot 10 on that certain plan entitled "SURVEY PLAN OF EDITH B. WISLOCKI DATE 9-24-97," which was prepared by John J. Barker, Jr., professional land surveyor and is recorded in Plan Book 13 at page 25 in the Little Compton Land Evidence Records.

ALSO BEING designated as Lot 10 and Plat 30 of the Little Compton Tax Assessor's Plat, as presently constituted, for reference purposes only.

MEANING AND INTENDING TO BE the same premises conveyed to this mortgage by deed of Edith B. Wislocki dated August 8, 2013 and recorded in Book 293 at page 22 in the Little Compton Land Evidence Records.

SUBJECT TO easements, restrictions or prior mortgages of record, if any.

The Real Property is the address is commonly known as 12 South of Commons Road, Little Compton, RI 02837.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit, which obligates to make future advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and renewed from time to time, subject to the limitation that the total outstanding balance owing at any one time, including and until any minimum, required or advanced or advanced as provided in the Credit Agreement, may not exceed the face amount of the Credit Agreement. This is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time zero up to the Credit Limit provided in the Credit Agreement and any intermediate balances.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all items from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Property and rents.

This Mortgage, including the assignment of rents and the security interest in the rents and personal property, is given to secure (A) payment of the Indebtedness and (B) performance of each of Grantor's agreements and accepted on the following terms:

GRANTOR'S WAIVERS. Grantee waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law, a claim for deficiency before or after Lender's commencement of collection of any foreclosing action, either judicial or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantee warrants that: (a) this Mortgage is executed at Borrower's request; and at the request of Lender, (b) Grantee has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property, (c) the request is not a violation of any law or regulation governing or applicable to Grantee. Borrower's financial condition, and (d) Lender has made no representation to Grantor about Borrower's information about Borrower's financial condition, and (e) Lender has made no representation to Grantor about Borrower's financial condition, and (f) Lender has made no representation to Grantor about Borrower's financial condition, and (g) Lender has made no representation to Grantor about Borrower's financial condition, and (h) Lender has made no representation to Grantor about Borrower's financial condition, and (i) Lender has made no representation to Grantor about Borrower's financial condition, and (j) Lender has made no representation to Grantor about Borrower's financial condition, and (k) Lender has made no representation to Grantor about Borrower's financial condition, and (l) Lender has made no representation to Grantor about Borrower's financial condition, and (m) Lender has made no representation to Grantor about Borrower's financial condition, and (n) Lender has made no representation to Grantor about Borrower's financial condition, and (o) Lender has made no representation to Grantor about Borrower's financial condition, and (p) Lender has made no representation to Grantor about Borrower's financial conditio
Loan No: 922010322
MORTGAGE (Continued)

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Newport County, State of Rhode Island.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentation, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under this Mortgage.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means Karen M. Daubmann and/or Karen M. Matis and Matthew D. Matis and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated July 5, 2010, with credit limit of $91,800.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is July 5, 2044. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means Karen M Daubmann and/or Karen M. Matis.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infective characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The word "Hazardous" as defined by or listed under the Environmental Laws includes, without limitation, petroleum by-products of any fraction thereof and asbestos.

Improvements. The word "Improvements" mean all existing and future improvements, buildings, structures, mobile homes, faciliated, additions, replacements and other additions on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Indebtedness incurred by Lender to enforce Grantors' obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means BANKNEWPORT, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and any other articles of personal property now or hereafter attached or affixed to the Real Property, together with all additions to, or modifications of, such personal property, and all replacements of, and all substitutions for, any of such property, and all proceeds of (including without limitation all insurance proceeds). The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements and documents whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" mean all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Karen M. Daubmann and/or Karen M. Matis

OWN OF LITTLE COMPTON, RI 07/12/2010 02:38 PM VCL 333 PG 151 Page 5 of 8
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Rhode Island

COUNTY OF Newport

On this 5th day of July 2019, before me, the undersigned Notary Public, personally appeared Karen M. Banfield, also known as Karen M. Auger, to me known and known by me to be the individual described in and who executed the foregoing Mortgage, and he or she acknowledged said Mortgage, by him or her executed, to be his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of July 2019.

By: Dawn E. Boucharde
Notary Public in and for the State of R.I.

My commission expires 1-31-21

DAWN E. BOUCHARD
Notary Public - ID #40534


My Commission Expires 1-31-21

Filing in the Town Clerk's Office
Little Compton, RI
on Jul 12, 2019 02:38 PM
Witness

IOAN CLARK

AN OF LITTLE COMPTON, RI 07/12/2019 02:38 PM VOL 333 PG 152 Page 6 of 6
<table>
<thead>
<tr>
<th>DATE</th>
<th>PLANT &amp; MFR</th>
<th>S/N</th>
<th>DISCHARGES &amp; OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/3/65</td>
<td>4619</td>
<td>1</td>
<td>1,900.00</td>
</tr>
</tbody>
</table>

**Property Locate:**

- **Owner:** Daubmann
- **Address:** South of Commons Rd., Lot C
- **Location:** Karen M. aka Natsi, Karen M.

<table>
<thead>
<tr>
<th>BOOK</th>
<th>PAGE</th>
<th>INST</th>
<th>DATE</th>
<th>UNLI</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>263</td>
<td>8</td>
<td>8/23/63 L</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>263</td>
<td>321</td>
<td>1/23/63 L</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>263</td>
<td>301</td>
<td>4/24/63 L</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>301</td>
<td>154</td>
<td>8/23/63 L</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>301</td>
<td>117</td>
<td>8/23/63 L</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>333</td>
<td>127</td>
<td>8/23/63 L</td>
<td></td>
</tr>
</tbody>
</table>

**Discharges:**

- **Disch. 301/114**
- **Disch. 301/14**
- **Disch. 301/14**
- **Disch. 301/14**
Dear Bob,

The Planning Board, at it’s May 4th meeting, asked me to write you to see if the Town Council wished the Planning Board to address inconsistencies regarding the treatment of Dotted Line Lots.

We discussed the subject at some length (see attached material). These Lots range from a sliver of land to several acres. They are generally the result of a deeded portion of land being transferred, and not a subdivision of land. For tax purposes, these Lots are combined with the same owner’s adjacent property and taxed as one lot.

The Planning Board treats these Lots as individual lots of record for subdivision purposes. Most often, the application is for an Administrative Subdivision requesting the addition of land to reduce a substandard condition.

Denise Cosgrove, the Town Assessor briefed the Board on some of the history and past attempts to address the subject (see attachment). I believe there are over 200 Lots in this category. She also mentioned that the Assessor’s office is preparing for a Town wide revaluation and advertising an RFP for a Town GIS System. In light of the Assessor’s activities, this may be a good time to review Dotted Line Lots and how they should be taxed and identified in GIS.

The Planning Board is ready to help if the Council wishes to explore this subject.

Thank you,
Mike
September 25, 2017

To: Town Council President, Robert Mushen
   A. Michael Steers, Planning Board Chair
   Frederick G. Buhrendorf, Jr. Zoning Board Chair

Re: Lot mergers and encroachments

I have discovered that there are numerous situations where a home has been built over a property line. I have also found where properties that were, at one time, separate lots but over time have been transferred on one deed to a single owner.

Clearly, if a home is constructed over a property line, the owner does not have a second vacant lot that they can sell. I would like to notify these taxpayers that they must legally combine these lots, to avoid being subject to the taxation of each separately created parcel. Many communities require combination prior to the issuance of a building permit; it is possible that most of these were built years ago.

I also feel it is unfair to the rest of the community to subsidize another’s investment. When a property owner has the ability to sell a lot (a portion of a larger lot) at any point, without the need for approvals simply because it was a separate lot at one point in the past, they should not be assessed as one single lot. Certainly not at the same rate as an identical property that does not have this ability.

I propose to notify each property owner on the list that their property will be assessed according to what is recorded in Town Hall, during the 2018 revaluation, unless they correct the records.

Around 1990 the State of Rhode Island created the ability for each City and Town to adopt a merger law that allowed the community to combine non-conforming lots that are held in single ownership. I do not believe the Town of Little Compton adopted this ordinance. The State sub-division law 45-23-37 allows the community to adopt an ordinance for subdivisions and combinations. Many communities require a survey be provided for approval to combine or subdivide any property.

I would ask the solicitor if he would look at the current ordinances, and see if we can address the properties on my list on a case by case basis, allow those cases where assessment, zoning and the property owner agree, to combine their properties by a simple combination document. The wording of such document will need to meet the legal requirements determined by the solicitor.

Sincerely,

Allan Booth,
Interim Assessor
January 17, 2003

To the Honorable Town Council
Little Compton, RI 02837

Dear Council Members:

The Board of Assessors would like to meet with the Town Council to discuss the parcels of land on our plat maps that contain dotted lines. We refer to these as “dotted line” properties and inquiries into separating these lots into individual lots are becoming more and more frequent. We would like the council’s input and to discuss establishing a policy that addresses the issue of these lots.

Attached is a letter from Stanley Engineering concerning these lots.

We appreciate your attention to this matter.

Respectfully,

Board of Assessors
January 13, 2003

Attn: William N. Makepeace
Board of Assessors
P.O. Box 226
Little Compton, R.I. 02837

Re: Lots or Parcels of Record:

Dear Bill:

This is to try to explain the relevance of the dotted lots that run through some parcels on the assessors’ plats.

When we began the plats, the process of combining undersize lots of record was discussed. Many towns, especially when starting new plat maps, usually combine undersize lots of record in order to more easily and fairly tax contiguous lots of record. However, it was decided by the Board of Assessors of that time, that we would try to show all parcels. The intent was that the owners would combine them in order to get a lower tax. It was assumed that each lot, regardless of size, would be taxed as a parcel, with an additional tax based on the area of the parcel. It was never intended that an undersized parcel would be considered as an unbuildable lot if it was contiguous to other parcels of the owner.

Factually, several undersized contiguous parcels may actually be more valuable for development purposes than a larger parcel that cannot be subdivided! For example: someone with six 30’ x 100’ parcels could possibly sell two separate buildable lots being 90’ x 100’ parcels without any planning board action. Meanwhile, someone with a larger parcel with an area of three and one half acres and one hundred fifty feet of frontage could not subdivide his property at all! Undersized lots should not necessarily be considered unbuildable if they are contiguous.

The dotted lines were established as an informative way to indicate to the assessors (and others) that a possible lot of record may exist and perhaps could be shown as a separate parcel. They show the following:

* lots of record as shown on recorded maps, but not necessarily indicated in the deed transfers
* parcels of record as identified by deed, but usually relatively small or with no apparent access
* where parcel lines may have formerly been, but have been combined or altered by deed
* anyone doing research to find the individually described parcels
* where platted streets may exist or where the edge of water (river) used to be
* where boundaries seemed to appear once, but have now vanished
In many cases the parcels are very small and are not feasible to be considered anything but an enlargement of the principle parcel. Often the combined parcels have buildings crossing lot lines or are a part of a complex.

It would seem that anyone applying to build across a lot line should be required make that property into a single parcel of record.

For tax purposes, it would seem to be most practical to combine contiguous lots of record with the same ownership into one parcel, as opposed to creating many more parcels, some of which would be unable to stand on their own.

If you have any further questions, please do not hesitate to contact me.

Sincerely,
STANLEY ENGINEERING, INC.

Elliott W. Stanley
TOWN OF WEST GREENWICH

Date: ____________________

To:       Tax Assessor's Office

From: _____________________________________________________________

Property Owner(s)

Re:       Combination of Lots for Assessment Purposes

Plat ____________________  Lots ____________________

Location Of Property: _____________________________________________

Please combine the plat and lots listed above. It is understood that this combination is being done for tax assessment purposes and that once these lots are combined, they cannot be uncombined without the approval of the appropriate Town Authority (Planning or Zoning).

THIS LOT COMBINATION WILL NOT TAKE AFFECT UNTIL THE NEXT TAX ROLL. YOU WILL CONTINUE TO RECEIVE TAX BILLS FOR THE CURRENT YEAR.

Signed: _________________________________________________________

_______________________________________________________________

Property Owner(s)

Subscribed and sworn to before me this _____ day of ___________, 20__.

________________________________________________________________

NOTARY PUBLIC
MY COMMISSION EXPIRES __________________

Reviewed by Planning:
Date: _______________  Signed ______________________________________

Approved by Assessor:
Date: _______________  Signed ______________________________________

TAX ASSESSOR'S USE ONLY
PLAT/LOT NUMBER AFTER COMBINATION: ___________________________
§ 45-24-38 General provisions – Substandard lots of record. – Any city or town adopting or amending a zoning ordinance under this chapter shall regulate the use or uses of any single substandard lot of record or contiguous lots of record at the effective date of adoption or amendment of the zoning ordinance notwithstanding the failure of that lot or those lots to meet the dimensional and/or quantitative requirements, and/or road frontage or other access requirements, applicable in the district as stated in the ordinance. Provisions may be made for the merger of contiguous unimproved, or improved and unimproved, substandard lots of record in the same ownership to create dimensionally conforming lots or to reduce the extent of dimensional nonconformance. The ordinance shall specify the standards, on a district by district basis, which determine the mergers. The standards include, but are not to be limited to, the availability of infrastructure, the character of the neighborhood, and the consistency with the comprehensive plan.

History of Section.
(P.L. 1991, ch. 307, § 1.)
DOTTED LINE PROPERTIES

PLAT 1
LOTS: 22, 28, 113, 125, 273, 275, 276

PLAT 2
LOTS: 2

PLAT 3
LOTS: 4

PLAT 4
LOTS: 9, 26, 28

PLAT 5
LOTS: 4, 7, 31

PLAT 6
LOTS: 6, 16, 20, 35, 36, 40, 50, 53, 57, 63, 66, 74, 77, 78, 79, 81, 82, 85

PLAT 7
NONE

PLAT 8
LOTS: 15, 31, 35, 41, 67, 71, 78, 80, 91

PLAT 9
LOTS: 238, 244, 250, 259, 303, 304, 385, 426, 427

PLAT 10
NONE

PLAT 11
LOTS: 7, 12

PLAT 12
LOTS: 60, 80

PLAT 13
NONE

PLAT 14
NONE

PLAT 15
LOTS: 9, 10, 11, 49, 163

PLAT 16
LOTS: 46, 55

Ruler
- Building or land usage
- Dotted line bisects 2 usable acres
- 1 acre tax on building lot
- Contoured area
- Dotted area <= 1/4 acre 18242
PLAT 17
LOTS: 3, 20

PLAT 18
LOTS: 6, 14, 24, 27

PLAT 19
LOTS: 12, 18, 32, 36

PLAT 20
LOTS: 34, 55

PLAT 21
LOTS: 8, 13-1, 22, 31, 44, 45, 61, 63, 64

PLAT 22 NONE

PLAT 23 NONE

PLAT 24 NONE

PLAT 25
LOTS: 9, 45

PLAT 26 NONE

PLAT 27
LOTS: 28, 29, 39, 49, 51, 72

PLAT 28
LOTS: 27, 41-1, 61, 63

PLAT 29
LOTS: 8, 41, 50, 51

PLAT 30
LOTS: 11, 47

PLAT 31
LOTS: 5, 7, 10, 19, 29, 42-6, 57

PLAT 32
LOTS: 3, 26, 44-1
Little Compton Town Council

Tuesday, May 4, 2021

Dear Sirs;

I am seeking permission from the Little Compton Town Council to plant a red maple sapling to replace a dying maple scheduled for removal this month by the Little Compton Tree Warden, Jason Burchard.

The location of the tree to be removed is between the 2 ball fields on Meeting House Lane, and the sapling replacing it will be in the same vicinity as determined by Mr. Burchard.

The cost of the sapling and its planting will be paid for privately. I also ask permission to dedicate the sapling in honor of Ms. Virginia Peckham, longtime resident of our town, with a small sign to the effect of "Virginia Peckham’s Maple, planted in her honor May, 2021."

Thank you for your consideration,

Respectfully submitted,

[Signature]

Cynthia Sheldon

336 West Main Road,
Little Compton, R.I.
02837
Petition
To have the town Shuffle Board put in a proper place for
use this spring 2021:

[Signatures]
May 13, 2021

Honorable Town Council
40 Commons
Little Compton, RI 02837

RE: Upcoming Vacancy

Dear Honorable Town Councillor Members,

The Town’s Deputy Town Clerk, Sheila Oliveira has announced her intention to retire after 23 years of service to the Town, effective August 1, 2021. Due to her retirement I will be posting the upcoming Deputy Town Clerk vacancy on the LC Municipal Employees Union bulletin and notifying their Union President as per Article 8, Section 2. After the mandatory posting of seven calendar days I intend to return to the Council for the June 10 meeting with a recommendation.

During the meeting of June 10th I will also seek permission to advertise to fill the newly vacant position of Office Clerk. I will seek applications from interested parties through June 24th, conduct interviews and return to the July 8th meeting with a recommendation. The incoming employee will potentially need to give any current employer a two (2) week notice prior to taking on this new role. It is my hope that we can hire a new employee to begin on or about August 1.

I respectfully ask that you offer your congratulations to Sheila on her upcoming retirement and acknowledge the hiring process detailed above.

Sincerely,

Carol A. Wordell

Carol A. Wordell, CMC, Town Clerk
Little Compton Town Council
Dear Members,

At the May 12, 2021 the Little Compton Harbor Commission unanimously voted to ask the Little Compton Town Council to look into legal remedies to close rod & reel fishing at the Town Dock.

Motion:

To authorize the Chair of the Harbor Commission to draft a letter expressing the concerns of the Harbor Commission over the use of the Town Dock for fishing and to seek an opinion on how this may be curtailed or stopped all together.

The reasons for this are:

After many years of complaints with the dock lights being on all the time, motion light sensors were installed which remedied the lighting issue. Because of all the fishing activity the motion sensors are tripped all night long which makes the lights stay on all night long.

The rod & reeles are using all the Town electrical boxes for electricity to light their enormous lights. Some of the commercial fishermen have tripped on the cords which makes an unsafe situation when hoisting with the crane. There was an instance a few years back when one of the ladders caught fire from the heat of one of the drop lights.

They cut the dock lines so when fishermen come in there are no dock lines to tie to which makes a very unsafe situation when docking.

There is a safety issue when the fishermen are lifting 1000 pound vats of fish into their trucks and the rod & reeles will not move out of the way. If one of these vats drops someone will be seriously hurt. It's very unsafe when the rod & reeles won't move when the commercial fishermen are using the hoist to load & unload their boats. They refuse to move out of the way while commercial fishermen are unloading because they will lose their spot on the dock. The purpose of the dock being built was to support our local fishermen to have a place to load supplies and unload their catch. It was never intended to be a fishing pier.

When the commercial fisherman come into the dock, the rod & reeles refuse to pull their lines in which makes and unsafe situation for the commercial fishermen.

The rod & reeles discard their trash all over the dock and parking lot which the commercial fishermen have to clean up, along with the DPW workers.

We also believe there is a tremendous liability issue with someone falling off the dock and hurting themselves or drowning.

Sincerely,

Greg Mataronas
Chairman, LC Harbor Commission
From: Don McNaughton <mcnaughton.don@gmail.com>
Sent: Monday, May 17, 2021 7:40 PM
To: Carol Wordell
Subject: Ag Trust Opening

Carol,

I would like to be considered for the Trustee seat that is opening up on the Little Compton Agricultural Conservancy Trust.

Please let me know if the Town Council would like more information about my candidacy at this point. I look forward to hearing about next steps in the selection process.

Best regards,

Don McNaughton
TOWN OF LITTLE COMPTON
P.O. Box 226
Little Compton, RI 02837

5/17/2021

WILLIAM L. MOORE
Director of Public Works
Phone 401-592-0076, Email wmoore@littlecomptonri.org

To: Little Compton Town Council

Dear Honorable Town Council,

I would like to propose several changes to Chapter 8 streets and Sanitation, of the Town Code. There are fees and policy in this section for the Transfer Station. The changes are to address Construction and Debris permits we issue for contractors and homeowners, Transfer Station Stickers, and addressing used tires.

Below I have written a new version of section 8-1.6. This is of course a Draft and may need changes at your direction.

Chapter 8. Streets and Sanitation

a. Transfer station stickers shall be issued annually to residents of the Town of Little Compton. Each sticker shall carry a fee of $5 and shall be permanently affixed by the resident to the driver’s side windshield lower corner (only location). Proof of vehicle registration and residency within the Town of Little Compton will be required.

b. Coupons may be purchase for the use by temporary residents, such as short term or seasonal rentals. Said coupons shall carry a fee of $3 dollars per coupon expiring on December 31st Annually. The coupon will allow the holder to deliver household trash and recyling to the Town Transfer Station by surrendering one coupon each trip to the Transfer Station Attendant. Proof of temporary residency will be required. Coupons may be purchased by homeowners and local realtors to be utilized with Little Compton rental properties.

c. Seasonal passes may be purchased for use by summer residents that will allow passage into the transfer station from Memorial Day-September 30 during each year. Said passes shall require a fee of $5. Proof of seasonal residency and vehicle registration will be required.

d. All tires used or otherwise may be dropped at the Transfer Station with a permit from the Town Clerk. The permit fee will be as follows:
(a) Car tires without rims will be $3.00 fee per tire. Multiple tires may be paid for with each permit. Tires with rims will be 2 times the fee.
(b) Truck tires which are used for trucks with larger than 20,000 GVW will be $5.00 fee per tire. Multiple tires may be paid for with each permit. Tires with rims will be 2 times the fee.
(c) Large tractor tires, and backhoe tires larger than 42” in height will be $15.00 fee per tire. Multiple tires may be paid for with each permit. Tires with rims will be 2 times the fee.
(d) All tires larger than 65” in height shall be $30.00 fee per tire. Multiple tires may be paid for with each permit. Tires with rims shall be 2 times the fee.
(e) All tires smaller than typical car tires, like lawn tractors, bicycles, motorcycles, shall be free of charge to dispose at the Transfer Station.

e. All other vehicles, except vehicles which collect waste in the Town for hire, may use the Town Transfer Station under the following conditions:

1. They may only deposit trash and Construction and debris which was generated in the Town of Little Compton
2. A permit shall be obtained from the Town Clerk for each trip to the Transfer Station and shall pay the following fee for each permit. Contractors and or persons with Construction debris must provide Home Owners name and Building Permit number.

   (a) A fee for $75 per trip for vehicles with no more than 8’ pick up bed which does not have dumping capabilities
   (b) A fee of $150 for any bed or trailer larger than a 8’ pick up bed which do not have dumping capabilities
   (c) A fee of $225 for any truck with Dump body, or trailer with dump body no larger than 7’x9’
   (d) All other larger sized vehicles and or trailers will not be allowed to use the Little Compton Transfer Station for Construction and debris if larger than a,b,or c, above.
3. For convenience, one or more permits may be purchased from the Town Clerk at one time.
4. Permits must be provided to the Transfer Attendant at the Transfer Station upon entry

**NOTE** the current section involving the business of collecting and hauling refuse in this code is to stay the same.

**NOTE** All fees are highlighted to allow changes and discussion.

Sincerely,

William D’Moore, Director of Public Works
To: Honorable Town Council

From: Antonio A. Teixeira  
Town Administrator

Date: May 20, 2021

Subject: Firefighter Jonathan Bednarz’s promotion

I concur with Fire Chief Richard Petrin’s recommendation to promoted Firefighter Jonathan Bednarz from probationary to 3rd class with the completion of his twelve (12) months of duty.

I take the opportunity to thank OUR Fire Department for their service but in particular Jonathan for his first year of service.

I request that the Town Council approve this promotion.

Thank you!
14 May 2021

Antonio A. Teixeira Town Administrator
Town of Little Compton, Rhode Island
Town Hall, 40 Commons
Little Compton, Rhode Island 02837

Re: Completion of Probationary Status

Dear Mr. Teixeira:

As established in the Codified Ordinances of the Town of Little Compton, Section XIVXIXV 3.13-6, all regular employees shall serve a probationary period of twelve (12) months after probationary appointment.

Based on his satisfactory completion of his probationary period, I recommend Probationary Firefighter Jonathan Bednarz be appointed as a permanent member of the Little Compton Fire Department as a Firefighter. Firefighter Bednarz will be promoted to Firefighter 3rd Class. This action will become effective on 11 May 2021.

Sincerely,

[Signature]

Richard G. Petrin
Fire Chief
May 7, 2021

Robert L. Mushen
Town Council President
Town of Little Compton
P.O. Box 226
Little Compton, RI 02837

Antonio A. Teixeira
Town Administrator
Town of Little Compton
P.O. Box 226
Little Compton, RI 02837

Dear Mr. Mushen and Mr. Teixeira:

Given the financial results for the Health and Dental Pools in Policy Year 2020-2021, Trust Management recommended to the Employee Benefits Committee (the “EBC”) that it endorse two distributions from both the Health Pool and the Dental Pool. Trust Management’s recommendation to the EBC was that a $4,000,000 Health Pool disbursement be allocated as a Member Equity Rate Credit (to be built into the Policy Year 2021-2022 premium rate development) and, also, an “Other Member Equity Disbursement” of $4,000,000. Trust Management further recommended that a $500,000 Dental Pool disbursement be allocated as a Member Equity Rate Credit (to be built into the Policy Year 2021-2022 premium rate development) and that an “Other Member Equity Disbursement” in the amount of $1,000,000 be made from the Dental Pool. Those recommendations were unanimously approved by the EBC.

At the subsequent meeting of the Board of Trustees (the “Board”), the Board endorsed Trust Management’s Member Equity Disbursement recommendations that were endorsed by the EBC and are outlined above. Both the EBC and the Board also approved a request by Trust Management that it be permitted to deviate slightly from the language of the existing Member Equity Disbursement Policy in order to calculate the “Other Member Equity Disbursement” in the most equitable way that reflects the original intent of the Policy.

As you may recall, with respect to the “Other Member Equity Disbursement”, Members have the ability to choose between two types of disbursement (or a combination of the two):

- A contribution made directly to the Member’s Other Post Employment Benefit (“OPEB”) Trust; and/or
- A deposit into the Member’s Health or Dental Premium Offset Account (“POA”), respectively.

If a Member elects to deposit its share of the distribution into a POA and withdraw it at a later date as a billing invoice credit, or if it elects to place the funds in a POA because it does not have an OPEB Trust, Trust Management advises that the Member calculate the employees’ share of the distribution and pass it along to them. To assist Members with this process, The Trust will calculate “working rates” (separate...
from the fully insured billing rates), which would include the reduction for the billing invoice credit, for the Member to use when calculating its employees’ co-shares.

Pursuant to the Member Equity Disbursement Policy, in order for a Member to be eligible for any equity disbursement, it would need to be a participating Member of the Pool during the Measurement Period in which the Member Equity is calculated. Given that the Town of Little Compton was a Member of the Health and Dental Pool for all, or a portion of, Policy Year 2020-2021, in addition to the Member Equity Rate Credit, the Town is eligible to receive its share of the $4,000,000 portion of the Health Pool “Other Member Equity Disbursement” allocation and its share of the $1,000,000 portion of the Dental Pool “Other Member Equity Disbursement” allocation. Again, pursuant to the Member Equity Disbursement Policy, those shares are calculated generally in accordance with The Trust’s Equity Allocation Policy formula. Under that formula, the apportionment of these allocated dollars is a direct function of the number of months that a Member has been part of the respective Pool times the number of Subscribers for that Member for each corresponding month relative to the total Subscriber months for all respective Pool Members combined.

For the Town of Little Compton, the share of the $4,000,000 Health Pool allocation is: $14,535.
For the Town of Little Compton, the share of the $1,000,000 Dental Pool allocation is: $5,324.

Enclosed, please find the Health and Dental Pool Member Equity Disbursement Election Form. The completed form must be returned to The Trust within fifteen (15) days of your receipt of this letter and form. Once The Trust receives the Disbursement Election Form back from you, it shall, within fifteen (15) days, disburse the funds in the manner selected by you. Please also be advised that once funds are disbursed to you, they are available for use immediately. As such, if you choose to apply any or all of the disbursed funds to reduce your June premium billing, please respond as soon as possible. In addition to returning the Election Form, we ask that you notify Accounts Receivable at accountsreceivable@ritrust.com that you will be reducing your June premium payment(s) in the amount selected.

We are pleased to be able to make these Member Equity Disbursements to our Health and Dental Pool Members. Should you have any questions regarding this matter, please do not hesitate to contact me at your earliest convenience. I can be reached at (401) 438-6511, Ext. 563 or at blavallee@ritrust.com.

Sincerely,

Brian Lavallee
Director of Employee Benefits Programs

Enclosure

cc:   Ian C. Ridlon, Esq., President and Executive Director, The Trust
      Heather A. Sheley, ARM, Chief Financial and Administrative Officer, The Trust
      Colleen M. Bodziony, Director of Operations and Member Services, The Trust
      Katie L. McGrath, Employee Benefits Consultant, The Trust
Health & Dental Pool Member Equity Disbursement

Election Form

_Important Deadline: Election Form due to The Trust no later than 15 days from date of notice._

Member Entity Name: Town of Little Compton

<table>
<thead>
<tr>
<th>2020-2021 Board Declared Health Pool Other Member Equity Disbursement: $4,000,000.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Share of the Declared Health Pool Disbursement: $14,535</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2020-2021 Board Declared Dental Pool Other Member Equity Disbursement: $1,000,000.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Share of the Declared Dental Pool Disbursement: $5,324</td>
</tr>
</tbody>
</table>

The applicable provisions and procedures which govern this Election and the below mentioned Premium Offset Account ("POA") are set forth in detail in The Trust Board approved policy documents entitled: _Health & Dental Pool Member Equity Disbursement Policy_ and the _Health & Dental Pool Premium Offset Account Policy_.

Of particular importance, please note that any Reserves established and held in the Health and Dental POAs will be forfeited if the Member Entity exits The Trust Health Pool or Dental Pool before exhausting its Reserves. Furthermore, the amount of Reserves at the close of a given Policy Year cannot exceed an amount equal to one (1) month of premium for that Policy Year. Notwithstanding the foregoing, at the close of Policy Year 2020-2021, Reserves exceeding the amount of one (1) month’s premium may be retained in the POA if they are allocated as premium offsets for Policy Year 2021-2022.

Please select one Health Pool Other Member Equity Distribution option:

☐ Convert the Member Entity’s 2020-2021 Disbursement into Premium Reserves in the amount of $14,535 and deposit this amount into a POA for future use.

☐ Deposit the Member Entity’s 2020-2021 Disbursement into the Member Entity’s Other Post Employment Benefit ("OPEB") Trust in the amount of $14,535. Any deposits into an OPEB Trust will be sent directly to the OPEB Custodian as designated by the Member Entity on the next page.

☐ Convert a portion of the Member Entity’s 2020-2021 Disbursement into Premium Reserves in the amount of $______________ and deposit this amount into a POA for future use. The balance of $______________ shall be sent to the Member Entity’s OPEB Trust Custodian listed on the next page.
Please select one Dental Pool Other Member Equity Distribution option:

☐ Convert the Member Entity’s 2020-2021 Disbursement into Premium Reserves in the amount of $5,324 and deposit this amount into a POA for future use.

☐ Deposit the Member Entity’s 2020-2021 Disbursement into the Member Entity’s Other Post Employment Benefit (“OPEB”) Trust in the amount of $5,324. Any deposits into an OPEB Trust will be sent directly to the OPEB Custodian as designated by the Member Entity on the next page.

☐ Convert a portion of the Member Entity’s 2020-2021 Disbursement into Premium Reserves in the amount of $_________________________ and deposit this amount into a POA for future use. The balance of $_________________________ shall be sent to the Member Entity’s OPEB Trust Custodian listed on the next page.

Withdrawals from the Premium Offset Account:

Withdrawals from either Pool’s POA may be used to reduce monthly health or dental insurance premiums only. However, any funds that are subject to forfeiture for any reason other than termination of membership in the Trust Health or Dental Pool may be deposited into the Member’s OPEB account if one exists. In addition, if a Member elects to have the distribution placed into its POA and then wishes to transfer those funds into its OPEB account at any time, it may do so by notifying The Trust at least sixty (60) days before the funds are to be moved to allow The Trust sufficient time to recalculate the Member’s premium without the benefit of the funds in the POA.

The Member Entity must notify The Trust by June 1, 2021 of its intent to apply a withdrawal from Reserves held in its POA.

☐ Withdraw from the Health Pool POA the amount of $_________________________ and apply it against the June 2021 health insurance invoice.

☐ Withdraw from the Health Pool POA the amount of $_________________________ and apply it against the June 2021 dental insurance invoice.

☐ Withdraw from the Dental Pool POA the amount of $_________________________ and apply it against the June 2021 dental insurance invoice.

☐ Withdraw from the Dental Pool POA the amount of $_________________________ and apply it against the June 2021 health insurance invoice.

☐ Withdraw from the Health Pool POA the amount of $_________________________ and apply it against health insurance premiums for the Policy Year from July 2021 through June 2022. The reduction will be applied as a single line item credit on your monthly premium invoice, and will represent a uniform reduction on a percentage basis to all benefit plans in force for the remaining months of the Policy Year such that the designated amount is used in full by June 30, 2022.

☐ Withdraw from the Health Pool POA the amount of $_________________________ and apply it against dental insurance premiums for the Policy Year from July 2021 through June 2022. The reduction will be applied as a single line item credit on your monthly premium invoice, and will represent a uniform reduction on a percentage basis to all benefit plans in force for the remaining months of the Policy Year such that the designated amount is used in full by June 30, 2022.
Health & Dental Pool 2020-2021 Member Equity Disbursement Election Form
Page 3 of 4

☐ Withdraw from the Dental Pool POA the amount of $_________ and apply it against dental insurance premiums for the Policy Year from July 2021 through June 2022. The reduction will be applied as a single line item credit on your monthly premium invoice, and will represent a uniform reduction on a percentage basis to all benefit plans in force for the remaining months of the Policy Year such that the designated amount is used in full by June 30, 2022.

☐ Withdraw from the Dental Pool POA the amount of $_________ and apply it against health insurance premiums for the Policy Year from July 2021 through June 2022. The reduction will be applied as a single line item credit on your monthly premium invoice, and will represent a uniform reduction on a percentage basis to all benefit plans in force for the remaining months of the Policy Year such that the designated amount is used in full by June 30, 2022.

Balances equal to or less than one (1) month’s premium for the 2021-2022 Policy Year that are not withdrawn shall be carried over to Policy Year 2022-2023 in the Member’s POA so long as the carried over amount does not exceed one (1) month of premium for that Policy Year. These balances may be withdrawn and applied against the Member’s 2022-2023 premiums only if the Member Entity purchases its health or dental insurance coverage from The Trust for Policy Year 2022-2023. Balances remaining will be forfeited if the Member Entity does not renew health or dental insurance coverage through The Trust.

OPEB Trust Custodian Information

All or a portion of the Member’s Disbursement has been elected to be deposited into the Member Entity’s OPEB Trust Account, as such, The Trust is instructed to:

☐ Deposit the Member Entity’s 2020-2021 Disbursement into the Member’s OPEB Trust Account at The Trust.

☐ Forward the Member Entity’s 2020-2021 Disbursement to the OPEB Custodian as designated by the Member Entity below:

OPEB Custodian Name: ________________________________

Custodian Address: ________________________________

_________________________________________________

_________________________________________________

Account Number: ________________________________

Please indicate if there are any special instructions.
Member Signature Block

The above represents the Member Entity’s selections for the Policy Year 2020-2021 Disbursement in accordance with the document attached entitled: “Health & Dental Pool Member Equity Disbursement Policy”.

Name of Member Entity: Town of Little Compton

Name of Authorized Member Entity Official: __________________________________________

Title of Authorized Member Entity Official: __________________________________________

Signature of Authorized Member Entity Official: ______________________________________

Date: __________________________
May 3, 2021

Carol A. Wordell, CMC  
Town Clerk  
Little Compton  
40 Commons, P.O. Box 226  
Little Compton, RI 02837

RE: Invitation to consult on the New York Bight Lease and Right-of-Way/Right-of-Use Issuance located off the coast of New York, New Jersey, and Rhode Island; response requested by no later than 30 days of receipt of this letter

Dear Carol A. Wordell, CMC,

On March 29, 2021, the Bureau of Ocean Energy Management (BOEM) announced that it had completed the Area Identification process to delineate the New York Bight Wind Energy Areas (WEAs), pursuant to 30 Code of Federal Regulations Part 585.211(b). Upon completion of National Historic Preservation Act (NHPA) Section 106 and National Environmental Policy Act (NEPA) reviews, BOEM may issue commercial wind energy leases within the New York Bight WEAs and grant rights-of-way or rights-of-use in support of wind energy development. BOEM has determined that the issuance of commercial and research wind energy leases and the potential granting of rights-of-way or rights-of-use constitutes an undertaking subject to Section 106 of the NHPA and, as such, BOEM will serve as the lead Federal agency for the NHPA Section 106 review.

This letter has three purposes:

- first, to invite Little Compton to be a consulting party to the Section 106 review;
- second, to provide information on the undertaking and the Preliminary Area of Potential Effect (PAPE) (Figure 1) to help inform your decision as to whether or not you wish to be a consulting party; and
- third, to provide information on next the next steps in the Section 106 process for parties choosing to participate.

BOEM retained the services of ICF Jones & Stokes, Inc (hereinafter ICF) as the contractor to facilitate the Section 106 consultation process. All Federal oversight and decisions will remain with BOEM. ICF’s role in this Section 106 review is to execute various administrative and logistical tasks, including but not limited to coordinating communication with the consulting parties; distributing BOEM-approved documents; providing technical assistance; and hosting and facilitating meetings, webinars, or calls with consulting parties.

Invitation to Consult Under Section 106 of the NHPA

With this letter, BOEM invites you to be a consulting party to this project regarding potential impacts on historic properties. Consulting parties have certain rights and obligations under the NHPA and its implementing regulations at 36 Code of Federal Regulations Part 800. The review
process, known as Section 106 review, is described at: https://www.achp.gov/digital-library-section-106-landing/citizens-guide-section-106-review.

By becoming a consulting party, you will be actively informed of steps in the review process, including public meetings, and your views will be actively sought. If you would like to be a consulting party to this project, please respond to Jessica Gabriel at NewYorkBight@icf.com or (503) 412-0431.

Definition of the Undertaking and Area of Potential Effect for the Undertaking

The proposed undertaking includes the issuance of commercial wind energy leases within the Final New York Bight WEAs and takes into account the execution of associated site assessment and site characterization activities within these commercial leases. Site assessment activities would most likely include the temporary placement of meteorological ocean buoys. Site characterization activities would most likely include geophysical and geotechnical, biological, and oceanographic surveys. Additionally, the retrieval of lost equipment may occur as necessary.

In addition to conducting surveys in the New York Bight WEAs, lessees and grantees would survey a minimum 300-meter-wide corridor centered on any anticipated cable locations to characterize the seabed locations where physical disturbances may occur (e.g., anchoring of vessels installing the cable or movement of the proposed cable location, if necessary). Because the leases or right-of-way grants considered as part of this undertaking have not been issued, BOEM is uncertain of the exact location of these cable surveys. However, BOEM can anticipate their geographic extent.

Power generated from potential New York Bight lease areas would need to be transmitted to shore, either directly from the lease areas by individual export cables to onshore cable landings and/or to offshore regional transmission system(s). Because power may be purchased from nearby states, these potential export cables and regional transmission system(s) are anticipated to be located offshore New Jersey, New York, and Rhode Island. Therefore, for the purposes of this undertaking, BOEM estimates cable surveys would occur in the PAPE between shore and the WEAs as far south as a line drawn between the southwestern corner of the Hudson South WEAs to Cape May, New Jersey and as far north as a line drawn between the northeast corner of the Fairways North WEA to the eastern edge of Narragansett Bay (Figure 1).

Next Steps

Please submit your request to become a consulting party no later than 30 days of receipt of this letter. While you may also request to be a consulting party at a later date, this consultation may advance without your input and your opportunity to fully comment on each step of the process may be affected. If you are requesting consulting party status, please also include the contact information of one representative and one alternate from your organization to receive correspondence and attend meetings and indicate the nature of your organization’s demonstrated interest in the undertaking or historic properties that may be affected by the undertaking. We
also request that you indicate your preferred correspondence method: hard copy correspondence by mail, via email, or both.

In your response, please provide any known information on regarding additional historic properties that may be present with the PAPE. This will help inform BOEM's Finding of Effect, which will be developed and distributed in August 2021. BOEM will then request comments and feedback within 30 days and distribute the Final Finding of Effect in September 2021.

Sincerely,

[Signature]

Jessica Gabriel
New York Bight Section 106 Lead
ICF
Figure 1. Preliminary Area of Potential Effect
New York Bight Lease and Right-of-Way/Right-of-Use Issuance
Hello Carol, What a ride this past year was for all of us!!! I hope you and your family are all safe and staying healthy these days.

I am reaching out on a couple of things. This will mark our 10th year in doing the Cystic Fibrosis Cycle for Life Ride. It is schedule for September 18, 2021 and we are really hoping to do the ride in-person this year, but know that we must keep all involved, riders and volunteers safe.

1) Can you tell me if we do go ahead with an in-person ride (and it will start and finish at Westport Rivers Vineyard) do you have any Covid rules that we must go by?
2) We will comply with Town and CDC rules as well as our CF Foundations rules to keep all safe.
3) We might only do all three routes or one route this year I have maps and routes attached (will let you know if we do the 3 routes as soon as we know and probably in June I will have a better idea)
4) I will reach out to DPW but do you know if there are any roads being worked on upon review of the routes I have attached.

I thank you in advance and appreciate your help and support with this. We have lost thousands of dollars due to covid and the CF community children and adults are counting on us.

Thanks so much and stay safe.

Phil

Philomena Santos-Higgins
Sr. Development Director
O: 508-655-6000 C: 401-662-1925
psantoshiggins@cff.org

Pawtucket Walk
Newport Walk
South Coast Walk
Sandwich Walk

Cycle for Life RI Ride

CYSTIC FIBROSIS FOUNDATION™

220 North Main Street, Suite 104, Natick, MA 01760

DISCLAIMER: This email may contain confidential information, which may be protected by applicable privileges and may constitute non-public information. It is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient of this message, please notify the sender. Unauthorized use, dissemination, distribution, or reproduction of this message is strictly prohibited and may be unlawful.
<table>
<thead>
<tr>
<th>Num</th>
<th>Dist</th>
<th>Prev</th>
<th>Type</th>
<th>Note</th>
<th>Next</th>
<th>Dist</th>
<th>Prev</th>
<th>Type</th>
<th>Note</th>
<th>Next</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td>Start of route</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>0.0</td>
<td>0.0</td>
<td>R</td>
<td>R onto Hixbridge Rd</td>
<td>1.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>1.3</td>
<td>1.3</td>
<td>L</td>
<td>L onto White Oak Run</td>
<td>1.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>2.7</td>
<td>1.3</td>
<td>L</td>
<td>L onto Fisher Rd</td>
<td>1.7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>4.4</td>
<td>1.7</td>
<td>L</td>
<td>L onto Old County Rd</td>
<td>1.2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>5.6</td>
<td>1.2</td>
<td>L</td>
<td>L onto Drift Rd</td>
<td>3.8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>9.5</td>
<td>3.8</td>
<td>L</td>
<td>L onto Hixbridge Rd</td>
<td>1.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>10.5</td>
<td>1.0</td>
<td>R</td>
<td>R onto Horseneck Rd</td>
<td>5.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>15.5</td>
<td>5.0</td>
<td></td>
<td>Horseneck Rd turns slightly R and becomes E Beach Rd</td>
<td>0.8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>16.3</td>
<td>0.8</td>
<td>Slight R</td>
<td></td>
<td>2.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>18.3</td>
<td>2.0</td>
<td>↑</td>
<td>Continue onto MA-88 N</td>
<td>0.9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>19.2</td>
<td>0.9</td>
<td>L</td>
<td>L onto Drift Rd</td>
<td>0.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>19.3</td>
<td>0.1</td>
<td>↑</td>
<td>Continue onto Hotel Hill Rd</td>
<td>0.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>19.4</td>
<td>0.1</td>
<td>R</td>
<td>R onto Main Rd</td>
<td>1.7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

19.4 miles. +510/-519 feet
<table>
<thead>
<tr>
<th>Num</th>
<th>Dist</th>
<th>Prev</th>
<th>Type</th>
<th>Note</th>
<th>Next</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.</td>
<td>37.5</td>
<td>1.3</td>
<td>L onto Pond Bridge Rd</td>
<td>0.6</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>38.0</td>
<td>0.6</td>
<td>R onto RI-77 S</td>
<td>5.0</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>43.0</td>
<td>5.0</td>
<td>L onto Swamp Rd</td>
<td>1.2</td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>44.2</td>
<td>1.2</td>
<td>Continu e onto Brownel I Rd</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>44.3</td>
<td>0.1</td>
<td>L onto S of Commons Rd/S of the Commons Rd</td>
<td>1.2</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>45.4</td>
<td>1.2</td>
<td>Continu e straight onto Commo ns</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>45.5</td>
<td>0.1</td>
<td>Continu e onto S of Commons Rd</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>45.5</td>
<td>0.0</td>
<td>R onto Simmons Rd</td>
<td>0.6</td>
<td></td>
</tr>
<tr>
<td>36.</td>
<td>46.1</td>
<td>0.6</td>
<td>L onto E Main Rd</td>
<td>0.5</td>
<td></td>
</tr>
<tr>
<td>37.</td>
<td>46.6</td>
<td>0.5</td>
<td>Continu e onto Snell Rd</td>
<td>0.6</td>
<td></td>
</tr>
<tr>
<td>38.</td>
<td>47.2</td>
<td>0.6</td>
<td>L onto Long Hwy</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>39.</td>
<td>47.3</td>
<td>0.1</td>
<td>Slight R onto Crosby Rd/Pott ersville Rd</td>
<td>1.0</td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>48.2</td>
<td>1.0</td>
<td>Slight R onto Mullin Hill Rd</td>
<td>0.8</td>
<td></td>
</tr>
<tr>
<td>41.</td>
<td>49.0</td>
<td>0.8</td>
<td>R onto Old Harbor Rd</td>
<td>0.6</td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>49.5</td>
<td>0.6</td>
<td>R onto Howlan d Rd</td>
<td>1.1</td>
<td></td>
</tr>
<tr>
<td>43.</td>
<td>50.6</td>
<td>1.1</td>
<td>L onto Atlantic Ave</td>
<td>0.7</td>
<td></td>
</tr>
<tr>
<td>44.</td>
<td>51.3</td>
<td>0.7</td>
<td>L onto Acoaxet Rd</td>
<td>0.2</td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td>51.5</td>
<td>0.2</td>
<td>Continu e onto River Rd</td>
<td>3.2</td>
<td></td>
</tr>
<tr>
<td>46.</td>
<td>54.8</td>
<td>3.2</td>
<td>Slight R onto Old Harbor Rd</td>
<td>0.5</td>
<td></td>
</tr>
<tr>
<td>47.</td>
<td>55.2</td>
<td>0.5</td>
<td>R onto Adamsville Rd</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>48.</td>
<td>57.8</td>
<td>2.5</td>
<td>Continu e onto Main Rd</td>
<td>0.2</td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td>58.0</td>
<td>0.2</td>
<td>L onto Hixbrid ge Rd</td>
<td>1.6</td>
<td></td>
</tr>
<tr>
<td>50.</td>
<td>59.6</td>
<td>1.6</td>
<td>End of route</td>
<td>0.0</td>
<td></td>
</tr>
</tbody>
</table>

11.0 miles. +301/-286 feet

12.4 miles. +501/-543 feet
 RI Cycle for Life 2018 23 Mile AND 2019; 2021

A. START/FINISH
B. REST STOP 1

[Map of the route with markers for key locations and a profile chart showing elevation changes along the route.]
<table>
<thead>
<tr>
<th>Num</th>
<th>Dist</th>
<th>Prev</th>
<th>Type</th>
<th>Note</th>
<th>Next</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td>Start of route</td>
<td>1.3</td>
</tr>
<tr>
<td>2.</td>
<td>1.3</td>
<td>1.3</td>
<td>←</td>
<td>L onto White Oak Run</td>
<td>1.3</td>
</tr>
<tr>
<td>3.</td>
<td>2.7</td>
<td>1.3</td>
<td>←</td>
<td>L onto Fisher Rd</td>
<td>1.7</td>
</tr>
<tr>
<td>4.</td>
<td>4.4</td>
<td>1.7</td>
<td>←</td>
<td>L onto Old County Rd</td>
<td>1.2</td>
</tr>
<tr>
<td>5.</td>
<td>5.6</td>
<td>1.2</td>
<td>←</td>
<td>L onto Drift Rd</td>
<td>3.8</td>
</tr>
<tr>
<td>6.</td>
<td>9.5</td>
<td>3.8</td>
<td>←</td>
<td>L onto Hixbridge Rd</td>
<td>1.0</td>
</tr>
<tr>
<td>7.</td>
<td>10.5</td>
<td>1.0</td>
<td>→</td>
<td>R onto Horseneck Rd</td>
<td>5.0</td>
</tr>
<tr>
<td>8.</td>
<td>15.5</td>
<td>5.0</td>
<td>→</td>
<td>Horseneck Rd turns slightly R and becomes E Beach Rd</td>
<td>0.8</td>
</tr>
<tr>
<td>9.</td>
<td>16.3</td>
<td>0.8</td>
<td>→</td>
<td>R onto John Reed Rd</td>
<td>2.0</td>
</tr>
<tr>
<td>10.</td>
<td>18.3</td>
<td>2.0</td>
<td>↑</td>
<td>Continue onto MA-88 N</td>
<td>0.9</td>
</tr>
<tr>
<td>11.</td>
<td>19.2</td>
<td>0.9</td>
<td>→</td>
<td>R onto Drift Rd</td>
<td>3.3</td>
</tr>
<tr>
<td>12.</td>
<td>22.5</td>
<td>3.3</td>
<td>→</td>
<td>R onto Hixbridge Rd</td>
<td>0.8</td>
</tr>
<tr>
<td>13.</td>
<td>23.3</td>
<td>0.8</td>
<td>×</td>
<td>End of route</td>
<td>0.0</td>
</tr>
</tbody>
</table>

23.3 miles. +639/-648 feet
A. Start/Finish
B. Rest Stop
C. Westport Rivers Vineyard
<table>
<thead>
<tr>
<th>Num</th>
<th>Dist</th>
<th>Prev</th>
<th>Type</th>
<th>Note</th>
<th>Next</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>0.0</td>
<td>0.0</td>
<td>![Marker]</td>
<td>Start of route</td>
<td>0.2</td>
</tr>
<tr>
<td>2.</td>
<td>0.2</td>
<td>0.2</td>
<td>![Arrow]</td>
<td>R onto Horseneck Rd</td>
<td>5.0</td>
</tr>
<tr>
<td>3.</td>
<td>5.2</td>
<td>5.0</td>
<td>![Arrow]</td>
<td>Horseneck Rd turns slightly R and becomes E Beach Rd</td>
<td>0.8</td>
</tr>
<tr>
<td>4.</td>
<td>6.0</td>
<td>0.8</td>
<td>![Arrow]</td>
<td>R onto John Reed Rd</td>
<td>2.0</td>
</tr>
<tr>
<td>5.</td>
<td>8.1</td>
<td>2.0</td>
<td>![Marker]</td>
<td>Continue onto MA-88 N</td>
<td>0.9</td>
</tr>
<tr>
<td>6.</td>
<td>9.0</td>
<td>0.9</td>
<td>![Arrow]</td>
<td>R onto Drift Rd</td>
<td>3.3</td>
</tr>
<tr>
<td>7.</td>
<td>12.3</td>
<td>3.3</td>
<td>![Arrow]</td>
<td>R onto Hixbridge Rd</td>
<td>0.8</td>
</tr>
<tr>
<td>8.</td>
<td>13.0</td>
<td>0.8</td>
<td>![Marker]</td>
<td>End of route</td>
<td>0.0</td>
</tr>
</tbody>
</table>

13.0 miles. +274/-279 feet
TOWN OF WARREN, RI

RESOLUTION OF THE WARREN TOWN COUNCIL

HATE HAS NO HOME IN WARREN

WHEREAS, the Town of Warren recognizes the harm caused by Nazism, neo-Nazism, and nationalist extremism to hate crime survivors, their communities, and the many veterans who fought and defeated Nazism and live today with the hidden scars of World War II; and,

WHEREAS, stickers, vandalism and other propaganda celebrating Nazism, neo-Nazism, and nationalist extremism have recently been found in Warren, Bristol, and Barrington; and,

WHEREAS, these symbols of hate are used to glorify unfathomable atrocities committed under Nazism and by other White Supremacist groups against Black, Indigenous, and other People of Color, people who are Jewish, people of Asian and Pacific Island descent, refugees and immigrants, people who have disabilities, and members of the LGBTQIA+ community; and,

WHEREAS, we have concern for the people who live, work, learn in, visit or pass-through Warren and we strive to be a welcoming and affirming town that celebrates the humanity of all who wish to be a part of the community.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Warren supports and recognizes the Warren Police Department’s professional expertise and dedicated response in investigating and protecting our community from hate crimes; and be it further,

RESOLVED, that the Town of Warren condemns hate crimes, hateful acts, and public displays of hate symbols in our community in the strongest possible terms, and unequivocally declares that “Hate Has No Home in Warren”.

Passed as a resolution of the Warren Town Council this 11th day of May,

Keri Cronin, President Warren Town Council

ATTEST:
Sandra J. Speroni, Town Clerk
Resolution of the Barrington Town Council Requesting That The Rhode Island General Assembly Allow Local Control of Tobacco Policies

WHEREAS, cigarette smoking and exposure to secondhand smoke cause approximately one out of every five deaths in the U.S., and more than 480,000 premature deaths each year. This includes at least 28 percent of all cancer deaths and 90 percent of lung cancer deaths; and

WHEREAS, in Rhode Island, cigarette smoking kills 1,800 adults annually and 16,000 young people, currently under the age of 18, will die prematurely due to smoking, and

WHEREAS, each year, Rhode Island spends $640 million on health care costs, $217 million on Medicaid costs and $459 million on lost worker productivity directly caused by cigarette smoking; and

WHEREAS, the tobacco industry, in an effort to negate local laws, has developed as its chief strategy the removal of local authority to regulate tobacco; and

WHEREAS, in Rhode Island, several cities and towns have been sued by the tobacco and vaping industries, including Barrington, and the courts have ruled that municipalities do not have the authority to pass or enforce local ordinances that regulate the use and sale of any tobacco or nicotine products; and

WHEREAS, in order to address community-specific public health issues, it is important that local communities retain the power to adopt public health measures tailored to their needs; and

WHEREAS, from a health equity standpoint, the use of local knowledge to forge community-specific solutions enables localities to employ a targeted approach to combat health disparities and ensure equitable access to better public health; and

WHEREAS, protecting people from the harmful effects of tobacco and secondhand smoke is best accomplished by local communities working directly with the people most affected by tobacco control laws; and

WHEREAS, the National Academy of Medicine recommends that states avoid preempting local public health policies through ‘ceiling preemption’ and instead should set minimum requirements that would allow localities to further protect the public’s health, and

WHEREAS, citations for the information provided in this resolution is on the following page.

NOW, THEREFORE, BE IT RESOLVED, that the Barrington Town Council urges the Rhode Island General Assembly to pass House Bill 5633 and Senate Bill 258, allowing cities and towns the authority to regulate the use and sale of cigarettes, other tobacco products and electronic nicotine delivery systems AND enforce local tobacco control laws; and, be it further

RESOLVED that the Barrington Town Council encourages other municipalities in Rhode Island to adopt similar resolutions, and that this resolution be distributed to the Councils of all municipalities in RI, the Speaker of the RI House, the RI Senate President, Barrington’s General Assembly members and Governor McKee.

Submitted to the Council by: Councillor Jacob N. S. Brier, Liaison to the BAY Team
Adopted by the Barrington Town Council: May 3, 2021

Michael W. Carroll, President, Barrington Town Council
Meredith J. DeSisto, Town Clerk
CITATIONS for Barrington Town Council Resolution in support of Legislation to authorize local control of tobacco policies


Frank J. Goodnow, City Government In the United States 39 (1908) State v. Hutchinson, 624 P.2d 1116, 1122


TOWN OF BARRINGTON, RI
2021 PROCLAMATION OF THE BARRINGTON TOWN COUNCIL
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Town of Barrington to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000-gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Rhode Island has an average of 46-gun deaths every year, with a rate of 4.1 deaths per 100,000 people. Rhode Island has the 48th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS cities across the nation, including in Barrington, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is a town managers’ and mayors’ highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, town managers, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -
(1) Hadiya Pendleton and other victims of gun violence; and
(2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya’s friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to
announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that the Town Council of Barrington, RI declares the Friday, June 4, 2021, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities’ efforts to prevent the tragic effects of gun violence and to honor and value human lives.


Michael W. Carroll, President
Barrington Town Council

ATTESTED:

Meredith J. DeSisto, Town Clerk
RESOLUTION OF THE TOWN OF BARRINGTON, RI
LEGALIZATION OF ADULT RECREATION USE MARIJUANA

WHEREAS, if Rhode Island legalizes recreational marijuana, our cities and towns will bear most of the direct burden to pay for and deal with implementation and public consequences; and

WHEREAS, neighboring states, such as Massachusetts, have seen that retail stores often bring traffic and congestion, while local public safety will need to respond to emergency calls, complaints and other impacts including but not limited to nuisance properties; and

WHEREAS, local governments must have sufficient operational control, oversight and resources in any legalization process; and

WHEREAS, the Governor’s proposal requires a special election by November 2021 if a community wants to opt-out; and

WHEREAS, special elections are costly to administer, have historically low turnout and are highly influenced by special interests; and

WHEREAS, all communities in Rhode Island, including those that opt-out, will still need to address public safety concerns; and

WHEREAS, licensing retail establishments on a per capita basis, as recommended in the Senate proposal (S0568) could authorize over 250 retail establishments statewide, overwhelming all cities and towns; and

WHEREAS, any state authority must ensure equitable geographic distribution of retail establishments so that some communities do not bear disproportionate impacts; and

WHEREAS, any legalization proposal must seriously address public education on substance use disorders through community-based health initiatives, in addition to enhancing treatment, prevention, and surveillance capacity; and

WHEREAS, any legalization proposal must seriously address concerns about the impact of impairment in the workforce.

NOW, THEREFORE, BE IT RESOLVED that the Rhode Island General Assembly should adopt the following recommendations regarding the legalization of adult recreational use marijuana:

1. To properly support local obligations, cities and towns should directly receive a minimum of 3% local sales tax.
2. Cities and towns should be able to opt-out through their respective councils rather than through a ballot referendum.
3. Municipal safety grants and expanded temporary impact fees should extend beyond three months as proposed in the Governor’s budget.
4. Any state licensing authority should set reasonable limits on the number and location of licensed establishments and ensure that all facilities comply with local zoning, public safety and other relevant requirements.
5. Funding should be included in the budget to increase public education on substance use disorders through community-based health initiatives.
6. Employer safeguards must be allowed to ensure a safe work environment.

BE IT FURTHER RESOLVED that the Town Council of the Town of Barrington supports the position taken by the Rhode Island League of Cities and Towns that any legislation enacted by the Rhode Island General Assembly regarding the legalization of adult recreational use marijuana should maximize local control.

Passed as a resolution of the Barrington Town Council this 3rd day of May, 2021.

Michael Carroll, President
Barrington Town Council

ATTEST:
Meredith DeSisto, Town Clerk