

# *Schacht & McElroy*

*Michael R. McElroy  
Robert M. Schacht (retired)*

*Attorneys at Law*

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*Members of Rhode Island  
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*21 Dryden Lane  
Post Office Box 6721  
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*www.McElroyLawOffice.com  
Michael@McElroyLawOffice.com*

July 21, 2014

Luly Massaro, Clerk  
Division of Public Utilities and Carriers  
89 Jefferson Boulevard  
Warwick, RI 02888

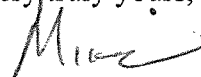
Re: A & R Marine Corp. – Docket No. D-14-105

Dear Luly:

Enclosed are an original and five copies of A & R Marine Corp.'s supplemental filing in support of its Motion for extension of time to meet the conditions imposed by Order No. 21363.

If you have any questions, please feel free to call.

Very truly yours,



Michael R. McElroy

MRMc:tmg  
cc: Service List

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DIVISION OF PUBLIC UTILITIES AND CARRIERS

IN RE: A & R MARINE CORP.

:

DOCKET No. D-14-105

**SUPPLEMENTAL FILING IN SUPPORT OF**  
**A & R MARINE CORP.'s MOTION FOR EXTENSION OF TIME**  
**TO MEET THE CONDITIONS IMPOSED BY ORDER No. 21363**

On July 9, 2014, A & R Marine Corp. (A & R) filed a Motion for an extension of time to meet the conditions imposed by Order No. 21363. That Motion sought an extension of time from August 27, 2014 through and including September 30, 2014 to meet all of the conditions imposed by Order No. 21363. The purpose of this supplemental filing is to update the Division on events which have occurred since the filing of the Motion on July 9, 2014.

1. The Advocacy Section of the Division has reviewed A & R's Motion. The Advocacy Section has made inquiry regarding A & R's ferry plans commencing September 15, 2014. As a result, the Advocacy Section has filed a letter dated July 15, 2014 supporting A & R's Motion. A copy is attached hereto as Exhibit 1.

2. A & R has received a letter from Specialty Diving Services, Inc. (SDS). SDS will be the lead contractor regarding constructing the new pier on Prudence Island. The letter is attached hereto as Exhibit 2. It states that Senesco Marine, working with SDS and Childs Engineering, has commenced the fabrication of the pier's bridge components and SDS has secured the materials so that they will be ready to commence construction and meet the necessary timeline.

3. On July 17, 2014, the Portsmouth Town Council approved, and the parties executed, a lease for the Portsmouth property on which the new pier will be built. A copy of that lease is attached as Exhibit 3.

4. A & R has obtained a copy of the Lease Agreement between Bristol and Prudence Ferry, Inc., which shows that Prudence Ferry, Inc.'s use of the Bristol dock ends on September 14, 2014. A copy is attached hereto as Exhibit 4.

5. On July 16, 2014, the Bristol Town Council met and authorized a long-term lease with A & R that commences on September 15, 2014. The lease was signed on July 21, 2012.

6. The M/V *Bonner* has been retrofitted in North Carolina and will now be hauled in Rhode Island by Senesco Marine, where the final renovations will commence on or about August 1, with the expectation that she will be available for service on or about September 1, 2014.

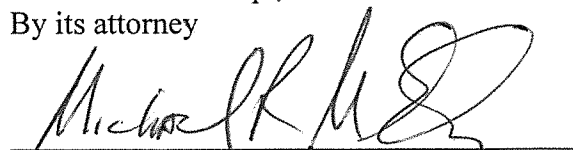
7. On July 16, 2014, CRMC staff issued a favorable report recommending approval of A & R's CRMC application for the new Prudence Island ferry pier that A & R will build. The CRMC hearing is set for July 22, 2014. The favorable staff recommendation is attached hereto as Exhibit 5.

8. A & R has filed an application with the Division for expedited approval of an SBA guaranteed loan from BankRI for a \$1 million loan to provide funds for the construction of the new Prudence Island pier, improvements to the Bristol landing facility, additional improvements on the M/V *Bonner*, the purchase of equipment, and working capital. This loan is in addition to over \$800,000 in equity that Mr. Stephen Antaya, owner and President of A & R, has already invested in A & R to date in cash. The Division hearing will be held on July 23, 2014.

A & R expects to meet the conditions imposed by the Division by September 30. A & R expects to begin passenger service with the M/V *Bonner* on September 15 and limited freight service with a landing craft that it has acquired in a related company. Full passenger and freight services should begin on or about September 30, 2014.


A & R therefore respectfully requests that its Motion for an extension of time through September 30, 2014 be granted.

Respectfully submitted,  
A & R Marine Corp.,  
By its attorney

A handwritten signature in black ink, appearing to read "Michael R. McElroy", written over a horizontal line.

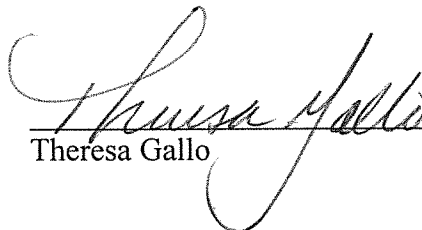
Date: July 21, 2014

Michael R. McElroy #2627  
Schacht & McElroy  
21 Dryden Lane  
P.O. Box 6721  
Providence, RI 02940-6721  
Tel: (401) 351-4100  
Fax: (401) 421-5696  
Email: [Michael@McElroyLawOffice.com](mailto:Michael@McElroyLawOffice.com)

A handwritten mark in black ink, resembling a triangle or a stylized number 7, located to the right of the contact information.

CERTIFICATE OF SERVICE

I hereby certify that on the 21<sup>st</sup> day of July, 2014, I sent a true copy of the foregoing by first class mail to the attached service list.

  
\_\_\_\_\_  
Theresa Gallo

*A & R Marine/BankRI/Supplemental Filing*

**A&R Marine Corp. d/b/a Prudence & Bay Islands – Docket No. D-13-105**  
**Updated Service List as of 1/21/14**

<b>Name/Address</b>	<b>E-mail Address</b>	<b>Phone</b>
<b>A&amp;R Marine Corp.:</b> Michael McElroy, Esq. Schacht & McElroy PO Box 6721 Providence RI 02940-6721	<a href="mailto:Michael@McElroyLawOffice.com">Michael@McElroyLawOffice.com</a>	401-351-4100
David Bebyn	<a href="mailto:dbebyn@beconsulting.biz">dbebyn@beconsulting.biz</a>	
Stephen Antaya	<a href="mailto:stephena@antaya.com">stephena@antaya.com</a>	
Daniel Antaya	<a href="mailto:danant22@my.uri.edu">danant22@my.uri.edu</a>	
John Doherty	<a href="mailto:jkdoherly61@gmail.com">jkdoherly61@gmail.com</a>	
<b>Division Advocacy:</b> Leo Wold, Esq. Dept. of Attorney General 150 South Main St. Providence, RI 02903	<a href="mailto:Lwold@riag.ri.gov">Lwold@riag.ri.gov</a> <a href="mailto:Jmunoz@riag.ri.gov">Jmunoz@riag.ri.gov</a> <a href="mailto:Chetherington@riag.ri.gov">Chetherington@riag.ri.gov</a> <a href="mailto:dmacrae@riag.ri.gov">dmacrae@riag.ri.gov</a>	401-222-2424
<b>Town of Portsmouth:</b> Terence J. Tierney, Esq. Law Office of Terence J. Tierney 35 Touro St. Newport, RI 02840	<a href="mailto:Tierneylaw@yahoo.com">Tierneylaw@yahoo.com</a>	401-316-4566
Kevin P. Gavin, Esq. Portsmouth Town Solicitor Law Office of Kevin P. Gavin 31 Harrington Ave. Portsmouth, RI 02871	<a href="mailto:KPgavin@aol.com">KPgavin@aol.com</a>	
<b>Town of Bristol:</b> Andrew M. Teitz, Esq. Assistant Town Solicitor Ursillo, Teitz & Ritch, Ltd. 2 Williams St. Providence, RI 02903	<a href="mailto:andyteitz@utrlaw.com">andyteitz@utrlaw.com</a>	401-331-2222
<b>Prudence Ferry:</b> Timothy J. Dodd, Esq., 215 Broadway Providence, RI 02903	<a href="mailto:doddlawoffices@aol.com">doddlawoffices@aol.com</a>	401-272-3900
<b>File original &amp; four (4) copies w/:</b> Luly E. Massaro, Clerk Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888	<a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov</a> <a href="mailto:Jspirito@ripuc.state.ri.us">Jspirito@ripuc.state.ri.us</a> <a href="mailto:Tmercercer@ripuc.state.ri.us">Tmercercer@ripuc.state.ri.us</a> <a href="mailto:Tkogut@ripuc.state.ri.us">Tkogut@ripuc.state.ri.us</a>	401-780-2107
Christine O'Connor, Bristol Phoenix	<a href="mailto:coconnor@eastbaynewspapers.com">coconnor@eastbaynewspapers.com</a>	



State of Rhode Island and Providence Plantations

DEPARTMENT OF ATTORNEY GENERAL

150 South Main Street • Providence, RI 02903  
(401) 274-4400 - TDD (401) 453-0410

*Peter F. Kilmartin, Attorney General*

July 15, 2014

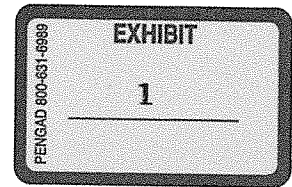
Ms. Luly Massaro  
Commission Clerk  
Division of Public Utilities and Carriers  
89 Jefferson Blvd.  
Warwick, RI 02889

**Re: A & R Marine Corp. – Docket No. D-13-105  
(Docket No. D-14-105)**

Dear Luly:

The Advocacy Section hereby offers no objection to A & R Marine Corp.'s Motion for Extension of Time to Meet the Conditions Imposed By Order No. 21363, submitted on July 9, 2014. Based on the representations of A & R Marine Corp. by and through its legal counsel, Mike McElroy, the Advocacy Section is satisfied that substantial effort is being put forth to comply with the conditions required by the Division before issuing to A & R a Certificate of Public Convenience and Necessity (CPCN) for ferry service between Bristol and Prudence and Hog Islands. It appears that A & R is working in an expeditious manner and that substantial progress has been made through these efforts. As such, A & R's request for an extension from August 27, 2014 until September 30, 2014, appears to be reasonable and made in good faith.

The Advocacy Section has made inquiry with A & R about the specifics of what it plans to do on September 15, 2014, when its lease for the Bristol dock begins. In response, A & R provided details about its plan to offer passenger-only service for approximately two weeks while necessary repairs are made. During this time, A & R plans to side load its newly retrofitted vessel, the M/V Bonner, at the Bristol dock for passengers. Additionally, A & R's "stand-by" landing craft owned by an affiliated company will be on hand to haul freight and a limited number of cars and/or trucks. The improvements that will be made at this time are safety repairs that simply must be completed. Further, A & R has communicated with the residents of Prudence Island and informed them during a public meeting on June 28, 2014 of the anticipated interruption of full service at the end of September.



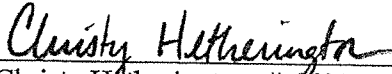
The Advocacy Section is satisfied that the additional time sought by the instant Motion is necessary and justified.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me.

ADVOCACY SECTION:

By its attorney,

PETER F. KILMARTIN  
ATTORNEY GENERAL

  
\_\_\_\_\_  
Christy Hetherington, # 6693  
Special Assistant Attorney General  
150 South Main Street  
Providence, RI 02903  
(401) 274-4400, ext. 2425  
chetherington@riag.ri.gov

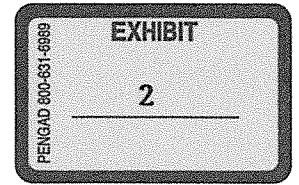
cc: Service List





# Specialty Diving Services, Inc.

*"A Full Service Marine Contractor"*



July 9, 2014  
A&R Marine

**Attn: Mr. Stephen Amtaya**

**RE: Ferry Pier Construction Prudence Island Ferry Progress Update.**

Stephen,

As per our phone conversations Specialty Diving has been working in conjunction with Childs Engineering and Senesco Marine on the proposed Pier construction plans and materials. All along this process as you are aware we were aware of the tight time line for Permit acquisition, material procurement and build out. To this end Senesco Marine has commenced the fabrication of the pier bridge components and we have secured the materials via our suppliers to be at the ready to commence construction to meet the time line as specified. Also we are aware that a request for an extension in this time line has been requested and we feel this is an asset to the project, however at present it is not a requirement from our perspective to meet the target date for completion based on the current design.

I just wanted to bring you up to speed in this regard so we receive your official Notice to Proceed we are at the ready.

We look forward to the project and hearing from you soon in this regard.

Regards,

**Nicholas Tanionos**  
***President***

LEASE

THIS LEASE (the "Lease") is made and entered into as of the 15th day of July, 2014, by and between the **TOWN OF PORTSMOUTH**, a Rhode Island Municipal Corporation (hereafter referred to as "Town" or "Lessor") and **A & R MARINE CORP.**, with its principal address at: Post Office Box 1017, Bristol, Rhode Island 02809 (hereafter referred to as "Lessee"). The Town and the Lessee, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, and for other valuable consideration, the sufficiency of which is acknowledged, agree as follows:

SECTION 1  
PREMISES

Upon the terms and conditions hereinafter set forth, and in consideration of the payment by the Lessee of the rents hereinafter set forth and in consideration of the prompt performance continuously by the Lessee of each and every of the covenants and agreements hereinafter contained, to be kept and performed by the Lessee, the performance of each and every of which is declared to be an integral part of the consideration to be furnished hereunder by the Lessee, the Lessor does hereby lease, let and demise to the Lessee, and the Lessee does hereby lease from the Lessor, the following described premises, situated, lying and being in the Town of Portsmouth, County of Newport, State of Rhode Island: That portion of Lot 111 on Tax Assessor's Plat 77, 0 Narragansett Avenue, Prudence Island, as shown in Exhibit A attached hereto and incorporated by reference herein, totaling approximately 15,000 square feet, and described as follows:

Between a line running parallel and adjacent to the south side of the boat ramp easterly from Narragansett Ave to the mean high water mark and a line from pole number 78-54 easterly running through the southwest corner of our proposed trailer to the mean high water mark.

SECTION 2  
TERM

The term of this lease shall be for a period of ten (10) years, commencing on July 15, 2014 and terminating at midnight on July 14, 2024. Lessee shall have the option to renew this lease for one (1) additional ten (10) year term, provided no default is existing or continuing in the performance of any terms of this lease by Lessee. Said renewal term shall be on the same terms and conditions provided for in this lease. Lessee shall notify Lessor in writing, no later than six (6) months prior to the expiration of the ten (10) year term, of its election to renew this lease for said one additional ten (10) year term. Lessee shall not have the right to renew for any additional term beyond the renewal term beginning on July 15, 2024 and terminating on July 14, 2034, unless the parties mutually agree otherwise.

**SECTION 3**  
**RENT**

Lessee agrees to pay as rent for said premises the sum \$0.50 per square foot, which is Six Hundred and Twenty-five Dollars (\$625) per month for a total of Seven Thousand Five Hundred (\$7,500) per year during the initial year of the lease term. Said rental shall be payable in twelve monthly installments of Six Hundred Twenty-Five (\$625) per month each month. Monthly rental payments shall be due on the 1<sup>st</sup> day of each month.

The annual rental payment shall increase at the beginning of the second year of the initial term and in each succeeding year of the lease and any renewal term by a percentage equal to the average percentage increase in the United States Department of Labor, Bureau of-Statistics, Consumer Price Index for all Urban (CPIU) consumers for the December prior to the start of the respective lease year. Said increased rent shall be payable in equal monthly installments due on the 1<sup>st</sup> day of each month of the lease year.

**SECTION 4**  
**QUIET ENJOYMENT**

Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the nonexclusive use of the demised premises for the agreed term, subject to the Lessor's reserved rights to the continued and simultaneous use of the premises for any municipal or public purposes as may be determined by the Lessor at its sole discretion. Lessor agrees that its continued use of the premises during the term of this lease or any renewal term, as expressly reserved herein, shall not unreasonably interfere with Lessee's use of the premises and the operation of its ferry service.

**SECTION 5**  
**USE OF PREMISES**

Lessee shall be entitled to the nonexclusive use the premises for the following purposes:

A. To construct, in accordance with the plans, drawings and specifications attached hereto as Exhibit B, a new pier and related improvements, structures and facilities, including, but not limited to, a sheltered waiting area structure, portable toilets, ticket office, etc., for use as a ferry terminal to service Lessee's operation of a ferry service under a Rhode Island Division of Public Utilities and Carriers, Certificate of Public Convenience and Necessity (CPCN) for lifeline transport of residents and vehicles between Prudence Island and various nearby shores.

B. To conduct its business as a common carrier and to provide parking for patrons of the carrier. Lessee shall at all times maintain its CPCN and all licenses and permits necessary to operate as a common carrier and operator of ferry service for Prudence Island.

C. To conduct its business in such a manner as to prevent to the extent practicable pollution of the bay, fouling of the air, and the creation of any other nuisance.

D. All parking and staging must be done in a safe and orderly manner so as not to obstruct traffic on Narragansett Avenue.

E. For employee parking and standby parking for A & R Marine Corp. ferry vehicles

and temporary staging for off-loading of goods and materials being brought to and from the island by A & R Marine.

F. No fees shall be charged for parking and/or staging.

The Premises may not be used for any other purpose unless said other use is approved in writing by the Lessor.

## **SECTION 6** **REGULATORY APPROVALS AND TERMINATION**

This Lease is expressly conditioned upon the Lessee diligently pursuing all necessary regulatory approvals for its proposed ferry operation, including but not limited to final approvals from the Rhode Island Coastal Resources Management Council (CRMC) and the Department of Environmental Management (DEM) for its proposed Prudence Island dock, and final approval of a Certificate of Public Convenience and Necessity (CPCN) from the Rhode Island Division of Public Utilities and Carriers (DPUC). In the event that all such approvals are not obtained after Lessee has made its best efforts to do so, either party, at its option, may terminate this Lease upon written notice, with no further liability to the other.

## **SECTION 7** **ASSIGNMENT AND SUBLETTING**

Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof.

## **SECTION 8** **ALTERATIONS AND IMPROVEMENTS**

Lessee shall make no alterations or improvements to the Premises or the ferry terminal, piers and related improvements, structures or facilities on the Premises without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Upon the expiration or sooner termination of this lease, the ferry terminal and related improvements, structures and facilities, and the alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, or any portion thereof, shall at the sole option and discretion of Lessor: (1) become the property of Lessor and remain on the demised premises; or (2) be removed from the premises and the premises be restored to their condition as of the time of commencement of this lease, at the sole expense of the Lessee.

## **SECTION 9** **INSURANCE**

Lessee shall during the entire term hereof obtain, pay for, and keep in full force and effect: (1) a policy of public liability insurance with respect to the premises insuring Lessor and Lessee against loss from and liability for any damages on account of loss or injury suffered by any person or property within or upon the premises in which the limits of public liability shall be not less than one million dollars (\$1,000,000) of combined single limit general liability policy coverage; and (2) a title insurance policy in an amount not less than one hundred fifty thousand

dollars (\$150,000) insuring Lessor and Lessee against a loss or claim as a direct result of Lessor and Lessee entering into this Lease, which loss or claim is made on the basis of the following language in the Quitclaim Deed dated June 4, 1970 and recorded in the Town of Portsmouth Land Evidence Records at Book 68, Page 586:

The conditions of this deed are that the Town of Portsmouth is to make use of this property as it shall see fit, but preferably as a Park and/or Recreation Area and the further condition that if and when the Town shall cease to use the same that the title to these premises shall revert back to the Grantor or her heirs or assigns.

The policies shall name the Lessor and Lessee as insured as their interest appear. The public liability policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. A copy of the policies or a certificate of insurance shall be delivered to the Lessor.

**SECTION 10**  
**RIGHT OF INSPECTION**

Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all buildings and improvements thereon.

**SECTION 11**  
**HOLDOVER BY LESSEE**

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, tenants having failed to renew same, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days written notice served by either Lessor or Lessee on the other party.

**SECTION 12**  
**SURRENDER OF PREMISES**

At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**SECTION 13**  
**ABANDONMENT**

If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then expired term, and may receive

and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee, and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**SECTION 14**  
**MAINTENANCE AND REPAIR**

At all times during the term of this lease and any extension or renewal hereof, Lessee shall, at its sole cost and expense, keep and maintain the leased premises including all alterations, improvements, docks, piers, structures, equipment and facilities thereon in a clean, safe, sanitary, attractive and first-class condition, order and state of repair, and in compliance with all ordinances, requirements, orders, directives, rules, standards and regulations of federal, state, and municipal governments and all other governmental authorities or any national board of fire insurance underwriters. Lessee also shall, at its own cost and expense, perform all dredging, excavation and related work necessary to maintain and operate a first-class ferry terminal and docking facility in compliance with all ordinances, requirements, orders, directives, rules, standards and regulations of federal, state, and municipal governments and all other governmental authorities.

Except for continuing to grade the dirt lot as needed, Lessor shall not be required to make any repairs whatsoever to the Premises, and shall not be responsible for damages to the Lessee's business assets, equipment, inventory, fixtures or any property being held by or in the custody of the Tenant for another whatsoever.

**SECTION 15**  
**WAIVERS**

Waiver by Lessor of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

**SECTION 16**  
**LESSEE'S DEFAULT**

If Lessee defaults in the payment of rent or any part thereof at the times hereinbefore specified, or if Lessee defaults in the performance of or compliance with any other term or condition hereof, and said default shall continue for a period of ten (10) days after receipt by Lessee of a written notice of default, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and retake possession and recover damages, including costs and reasonable attorneys' fees.

**SECTION 17**  
**INDEMNITY**

Lessee agrees that it shall, at all times, defend, protect and save, and hold harmless and indemnify the Lessor, its agents, servants, and employees, against and from: (1) any penalty, damages or charges, including attorneys' fee, for any violation of any law or ordinance whether occasioned by negligence or willful act of Lessee or of Lessee's agents, employees servants, invitees or visitors; (2) all claims, including damage to property or bodily injury and death, loss, costs, damages or expenses including attorneys' fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by Lessee, or by Lessee's agents, employees, servants, invitees, or visitors; (3) all claims, including damage to property or bodily injury and death, loss, costs, damages or expenses, including attorneys' fees arising out of or from any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease; (4) all claims alleging any violation of or noncompliance with any restriction or the nonoccurrence of any condition in the Quitclaim Deed dated June 4, 1970 whereby the grantor Harriet A. Cram conveyed the subject premises to the Town of Portsmouth or alleging any circumstances resulting in an alleged reversion of title to the grantor or her heirs or assigns.

**SECTION 18**  
**UTILITIES**

Electricity, heat, gas, telephone service, water and other utilities including outside lighting shall be the responsibility of Lessee, and are not furnished as a part of this lease. Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

**SECTION 19**  
**LITTORAL RIGHTS RETAINED BY LESSOR**

Except for that access specifically set forth herein as necessary for a use authorized under this lease, nothing contained herein shall be construed as conveying Lessor's littoral rights arising out of Lessor's ownership of the demised parcel(s) and any parcels adjacent thereto.

**SECTION 20**  
**NOTICES**

All notices which may be or are required to be given pursuant to this Lease shall be deemed given when deposited in the United States mail, postage prepaid, and marked certified mail, return receipt requested, and addressed to the Lessor or to the Lessee at the addresses hereinafter set forth:

LESSOR:

Town Administrator  
Town Hall

2200 East Main Road  
Portsmouth, Rhode Island 02871

LESSEE:

A & R Marine Corp.  
P.O. Box 1017  
Bristol, RI 02809

With a copy to:

Michael R. McElroy, Esq.  
Schacht & McElroy  
P.O. Box 6721  
Providence, RI 02940-6721

In the case of notice to Lessee a copy of the notice shall also be mailed to Lessee's agent for service of process, at the time of mailing of the notice. It shall be the obligation of Lessee to deliver said agent's name and address to Lessor and advise Lessor of any change of agent.

**SECTION 21**  
**EXECUTION**

This agreement shall be executed in duplicate by the parties hereto, either of which document shall be deemed to be an original for any and all purposes.

**SECTION 22**  
**SEVERABILITY**

If any provision or clause of this lease or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this lease which can be given effect without the invalid provision or application and to this end the provisions of this lease are declared to be severable.

**SECTION 23**  
**BINDING EFFECT**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



WITNESS:

[Signature]

LESSOR:

TOWN OF PORTSMOUTH

By: [Signature]

[Signature]

LESSEE:

A & R MARINE CORP.

By: [Signature]  
Stephen Antaya  
President

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In PORTSMOUTH, on the 17<sup>th</sup> day of JULY, 2014, before me personally appeared Stephen Antaya, the President of A & R MARINE CORP., to me known and known by me to be the party executing the foregoing instrument for and on behalf of A & R MARINE CORP., and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of A & R MARINE CORP.

Joanne M. Mower, Notary Public  
County of Newport, State of RI - ID # 52632  
My Commission Expires December 26, 2015

[Signature]  
Notary Public  
My commission expires: 12/26/15

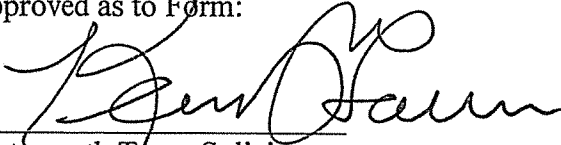
STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In PORTSMOUTH, on the 17<sup>th</sup> day of JULY, 2014, before me personally appeared JAMES SEVENEY of THE TOWN OF PORTSMOUTH, to me known and known by me to be the party executing the foregoing instrument for and on behalf of THE TOWN OF PORTSMOUTH, and (s)he acknowledged said instrument, by him/her executed to be his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of the TOWN OF PORTSMOUTH.

Joanne M. Mower, Notary Public  
County of Newport, State of RI - ID # 52632  
My Commission Expires December 26, 2015

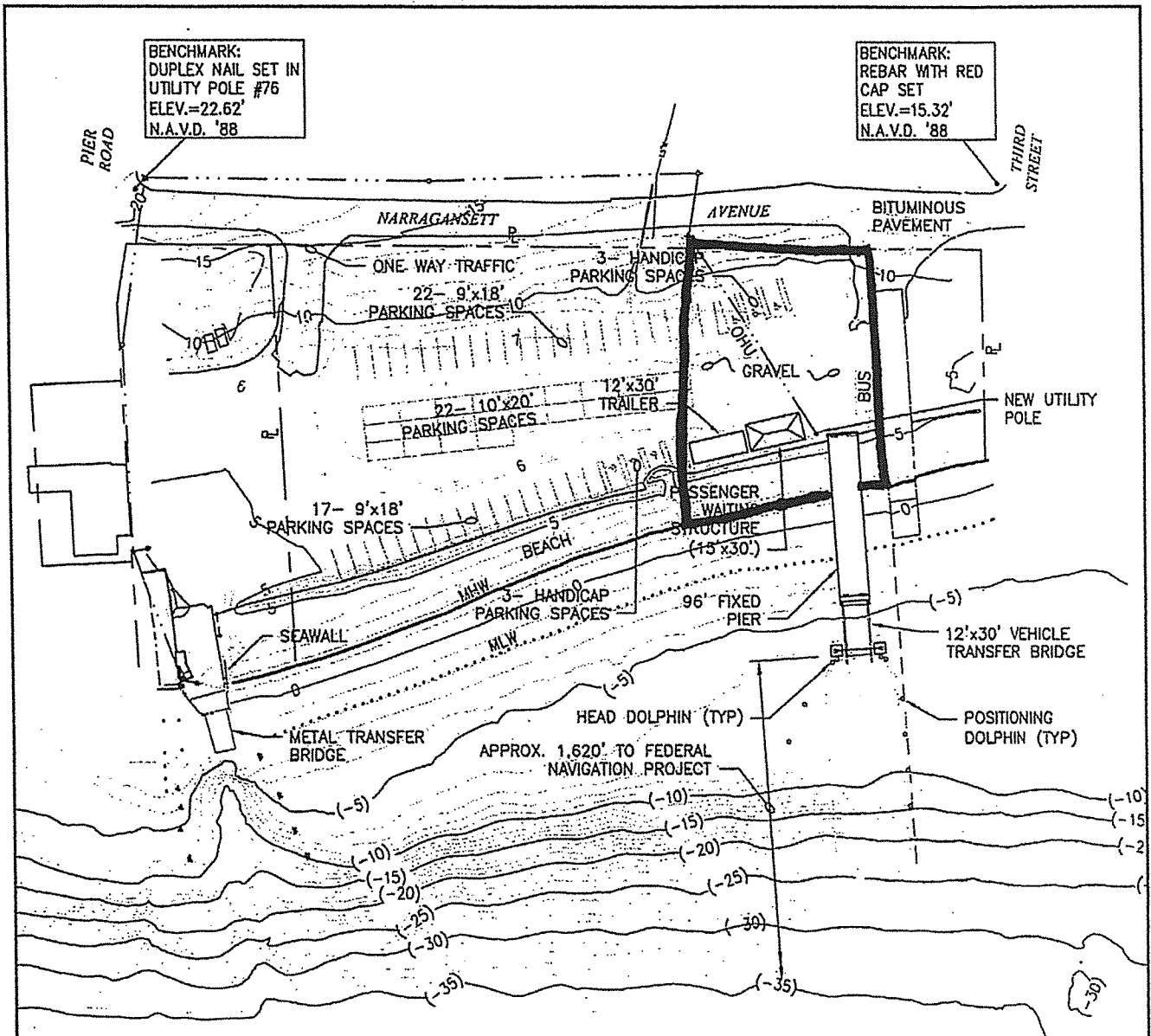
[Signature]  
Notary Public  
My commission expires: 12/26/15

Approved as to Form:

A handwritten signature in cursive script, appearing to read "Ben Ham". The signature is written in black ink and is positioned above a horizontal line.

Portsmouth Town Solicitor

DRAFT



BENCHMARK:  
 DUPLEX NAIL SET IN  
 UTILITY POLE #76  
 ELEV.=22.62'  
 N.A.V.D. '88

BENCHMARK:  
 REBAR WITH RED  
 CAP SET  
 ELEV.=15.32'  
 N.A.V.D. '88



DATUM: NAVD 88 = 0.0' (+2.32' MLLW)  
 HTL EL. = +3.18' (+5.50' MLLW)  
 MHHW EL. = +2.16' (+4.48' MLLW)  
 MLLW EL. = -2.32' (+0.00' MLLW)

NOTE: NO PROPOSED CHANGES TO GRADE.

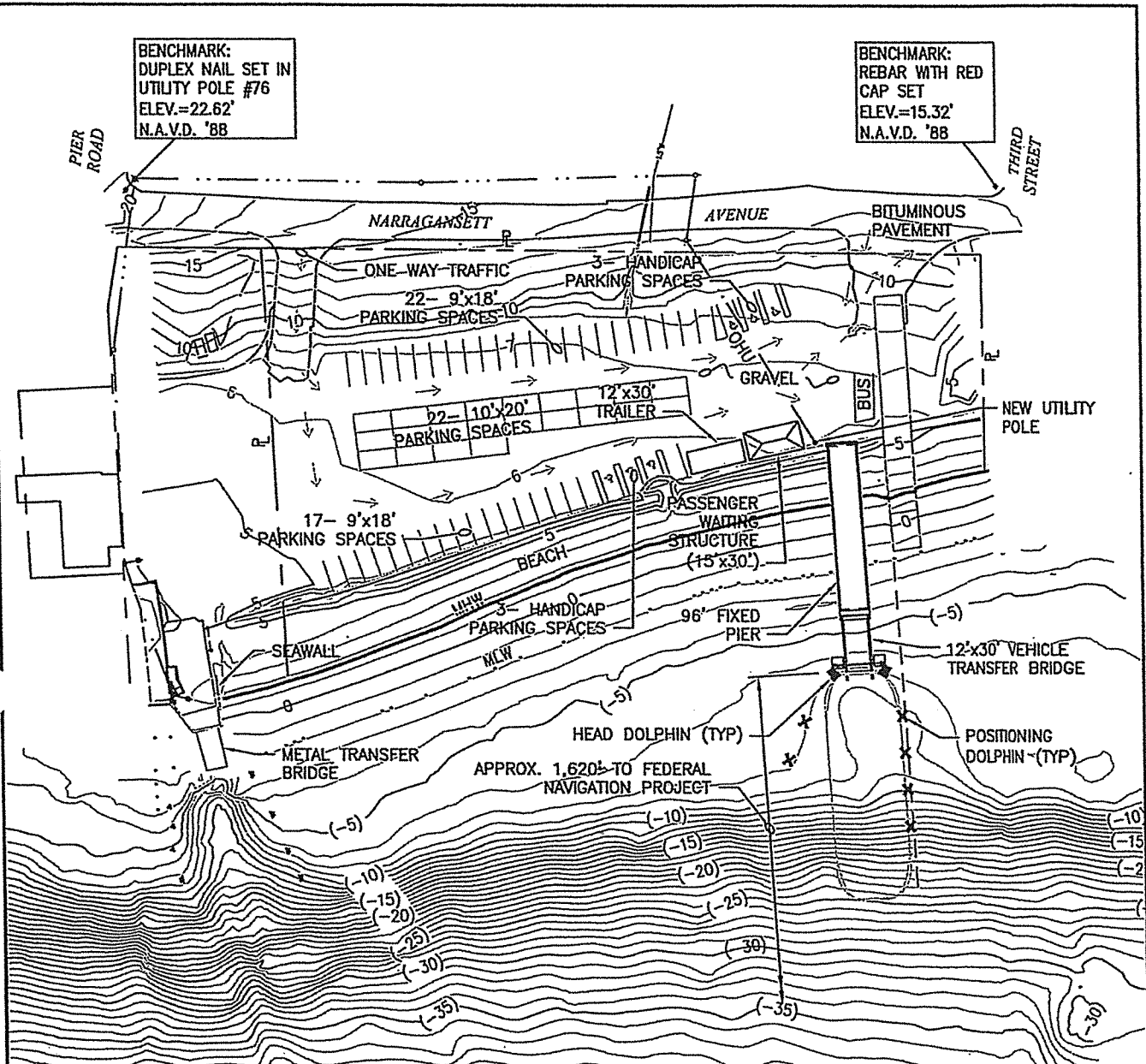
PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.  
 DATUM: NAVD 88 = 0.0'  
 CHILDS ENGINEERING CORPORATION  
 34 WILLIAM WAY, BELLINGHAM, MA 02019

**PROPOSED PLAN**

80    40    0    80  
 SCALE IN FEET

APPLICATION BY:  
 TOWN OF PORTSMOUTH, RI  
 NARRAGANSETT AVE.  
 PORTSMOUTH, RI 02835

INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE  
 IN: NARRAGANSETT BAY  
 AT: NARRAGANSETT AVE.  
 PRUDENCE ISLAND  
 COUNTY: NEWPORT STATE: RI  
 SHEET 3 OF 7 DATE: 3/12/14



DATUM: NAVD 88 = 0.0' (+2.32' MLLW)  
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 MHHW EL = +2.16' (+4.48' MLLW)  
 MLLW EL = -2.32' (+0.00' MLLW)

NOTE: NO PROPOSED CHANGES TO GRADE.

PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.  
 DATUM: NAVD 88 = 0.0'  
 CHILDS ENGINEERING CORPORATION  
 34 WILLIAM WAY, BELLINGHAM, MA 02019

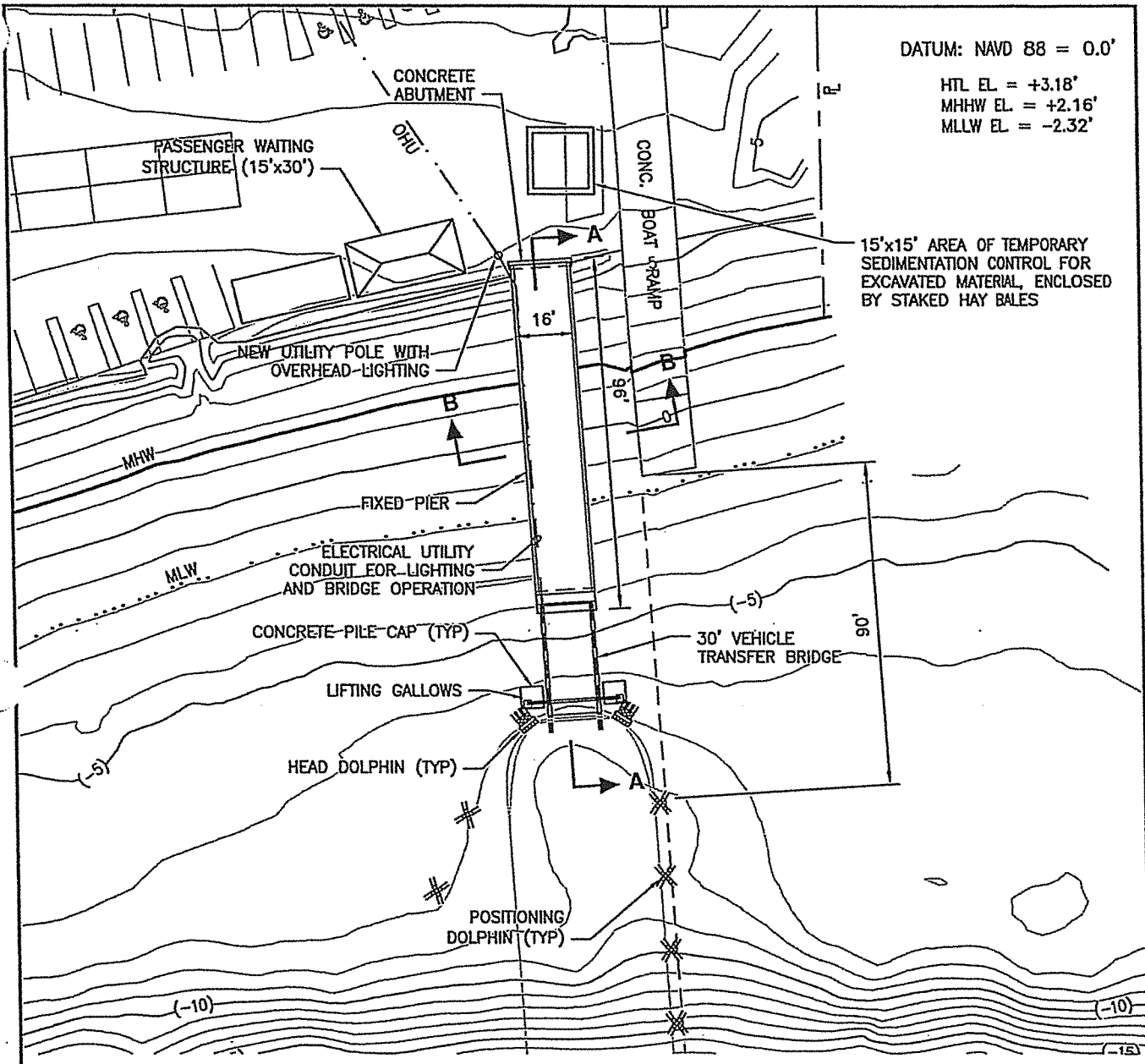
**PROPOSED PLAN**

80    40    0    40    80

SCALE IN FEET

APPLICATION BY:  
 TOWN OF PORTSMOUTH, RI  
 NARRAGANSETT AVE.  
 PORTSMOUTH, RI 02835

INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE  
 IN: NARRAGANSETT BAY  
 AT: NARRAGANSETT AVE. PRUDENCE ISLAND  
 COUNTY: NEWPORT STATE: RI  
 SHEET 3 OF 9 DATE: 4/22/14



DATUM: NAVD 88 = 0.0'  
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MLLW EL = -2.32'

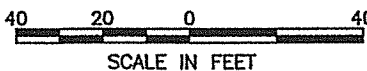
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PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: NAVD 88 = 0.0'

CHILDS ENGINEERING CORPORATION  
34 WILLIAM WAY, BELLINGHAM, MA 02019

**PROPOSED PLAN**

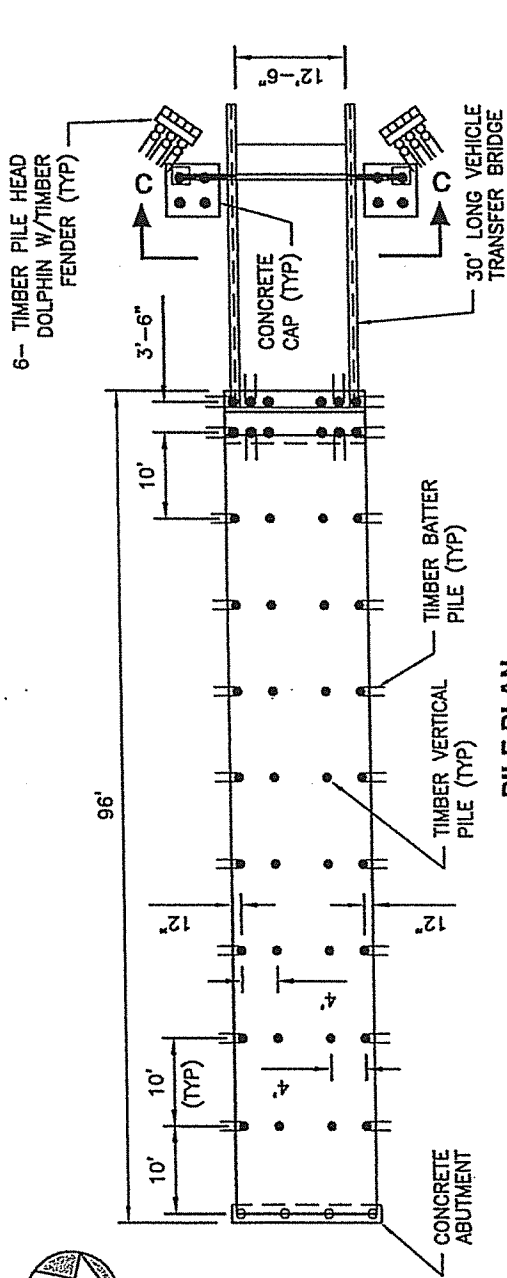


APPLICATION BY:  
TOWN OF PORTSMOUTH, RI  
NARRAGANSETT AVE.  
PORTSMOUTH, RI 02835

INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

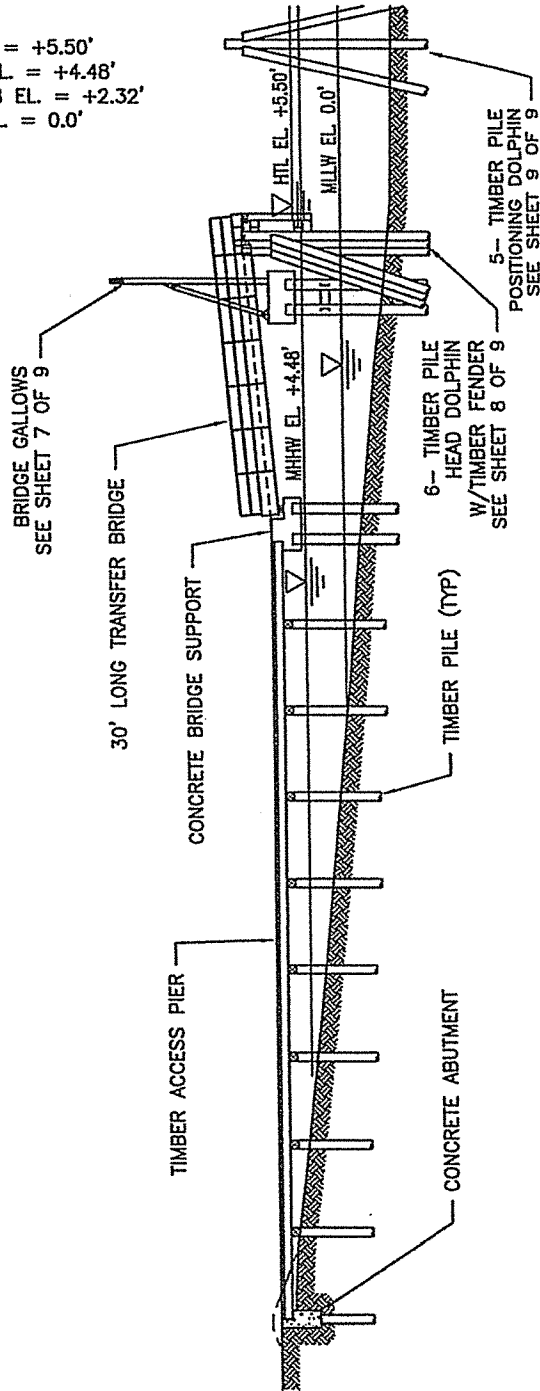
IN: NARRAGANSETT BAY  
AT: NARRAGANSETT AVE.  
PRUDENCE ISLAND  
COUNTY: NEWPORT STATE: RI

SHEET 4 OF 9 DATE: 4/22/14



HTL EL = +5.50'  
MHHW EL = +4.48'  
NAVD 88 EL. = +2.32'  
MLLW EL = 0.0'

**PILE PLAN**  
SCALE: 1"=20'-0"



**SECTION A-A**  
SCALE: 1"=20'-0"



PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

CHILDS ENGINEERING CORPORATION  
34 WILLIAM WAY, BELLINGHAM, MA 02019

**PILE PLAN/SECTION**



SCALE IN FEET

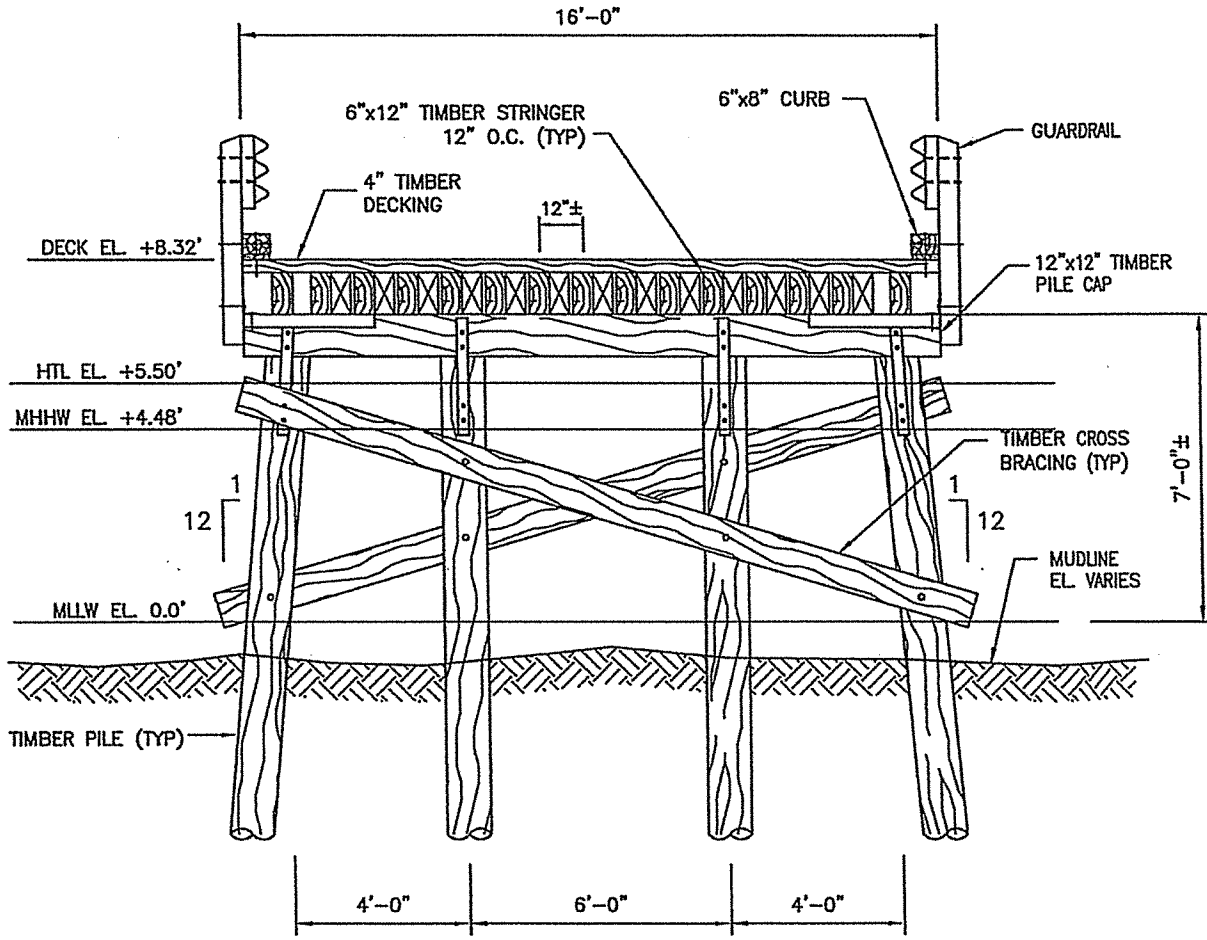
APPLICATION BY:  
TOWN OF PORTSMOUTH, RI  
NARRAGANSETT AVE.  
PORTSMOUTH, RI 02835

INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

IN: NARRAGANSETT BAY  
AT: NARRAGANSETT AVE.  
PRUDENCE ISLAND  
COUNTY: NEWPORT STATE: RI  
SHEET 5 OF 9 DATE: 4/22/14

DRAFT 4-23-14

HTL EL. = +5.50'  
MHHW EL. = +4.48'  
NAVD 88 EL. = +2.32'  
MLLW EL. = 0.0'



**SECTION B-B**

SCALE: 1/4"=1'-0"

PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

CHILDS ENGINEERING CORPORATION  
34 WILLIAM WAY, BELLINGHAM, MA 02019

**SECTION B-B**



SCALE IN FEET

APPLICATION BY:  
TOWN OF PORTSMOUTH, RI  
NARRAGANSETT AVE.  
PORTSMOUTH, RI 02835

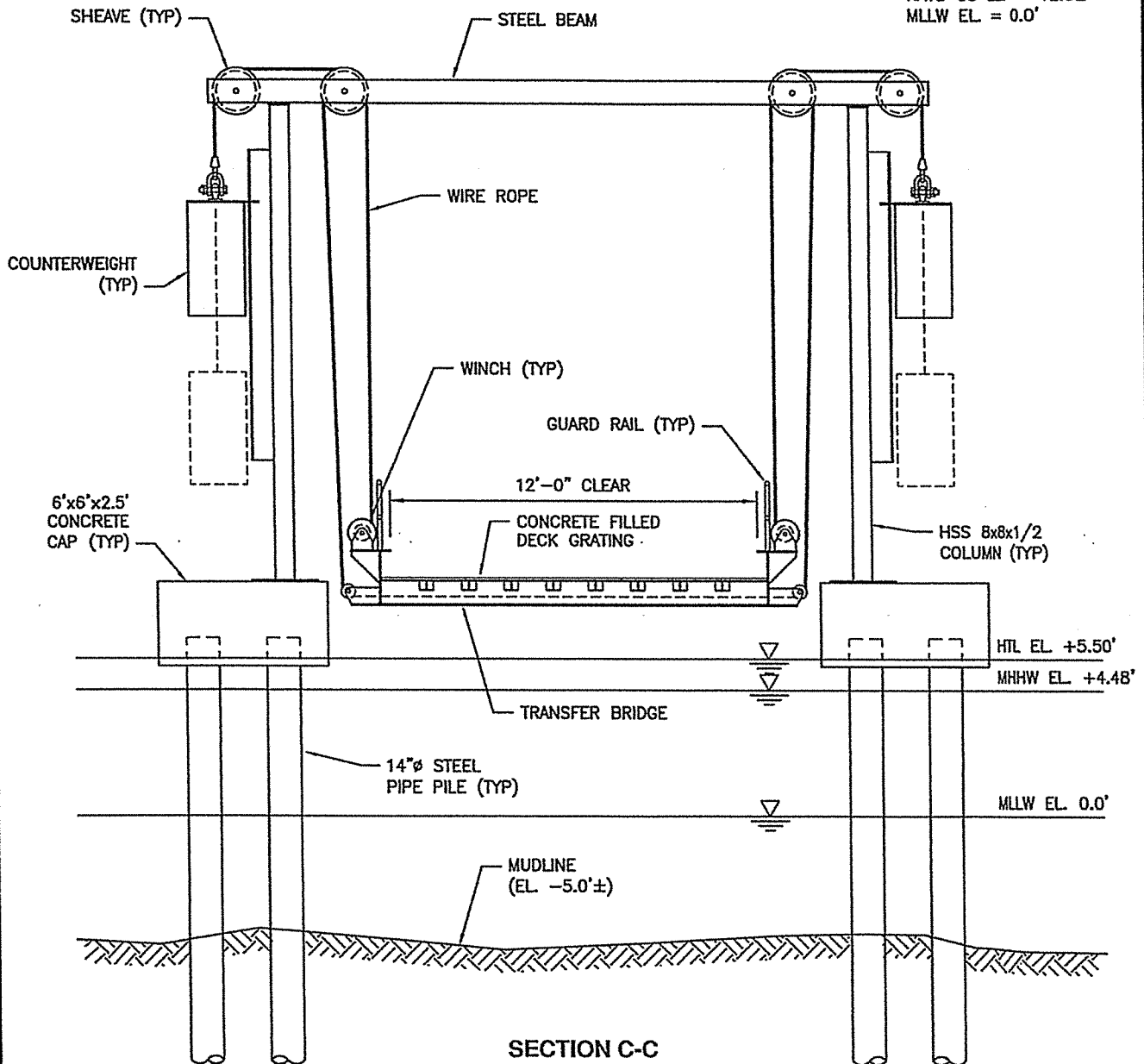
INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

IN: NARRAGANSETT BAY  
AT: NARRAGANSETT AVE.

PRUDENCE ISLAND  
COUNTY: NEWPORT STATE: RI

SHEET 6 OF 9 DATE: 4/22/14

HTL EL. = +5.50'  
MHHW EL. = +4.48'  
NAVD 88 EL. = +2.32'  
MLLW EL. = 0.0'



**SECTION C-C**

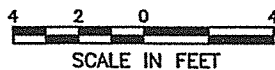
SCALE: 3/16"=1'-0"

PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

CHILDS ENGINEERING CORPORATION  
34 WILLIAM WAY, BELLINGHAM, MA 02019

**SECTION C-C**



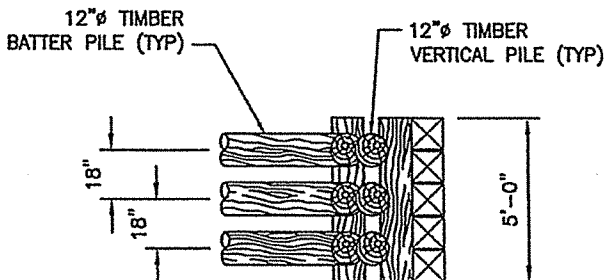
APPLICATION BY:  
TOWN OF PORTSMOUTH, RI  
NARRAGANSETT AVE.  
PORTSMOUTH, RI 02835

INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

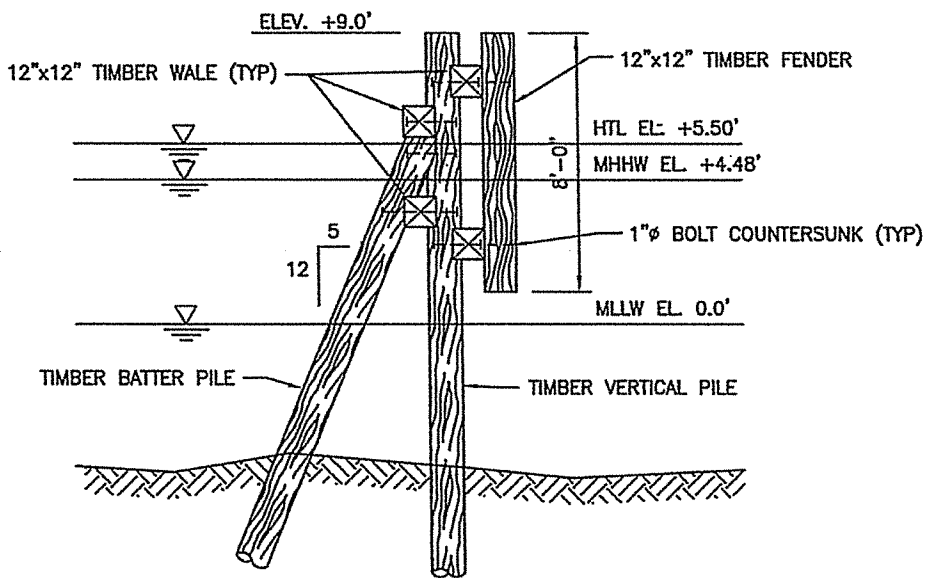
IN: NARRAGANSETT BAY  
AT: NARRAGANSETT AVE.  
PRUDENCE ISLAND  
COUNTY: NEWPORT STATE: RI  
SHEET 7 OF 9 DATE: 4/22/14



HTL EL. = +5.50'  
MHHW EL. = +4.48'  
NAVD 88 EL. = +2.32'  
MLLW EL. = 0.0'



PLAN



ELEVATION

**HEAD DOLPHIN (2 REQ'D)**

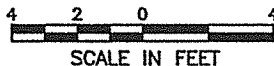
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PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

CHILDS ENGINEERING CORPORATION  
34 WILLIAM WAY, BELLINGHAM, MA 02019

**HEAD DOLPHIN**



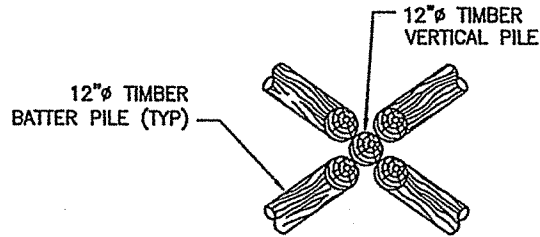
SCALE IN FEET

APPLICATION BY:  
TOWN OF PORTSMOUTH, RI  
NARRAGANSETT AVE.  
PORTSMOUTH, RI 02835

INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

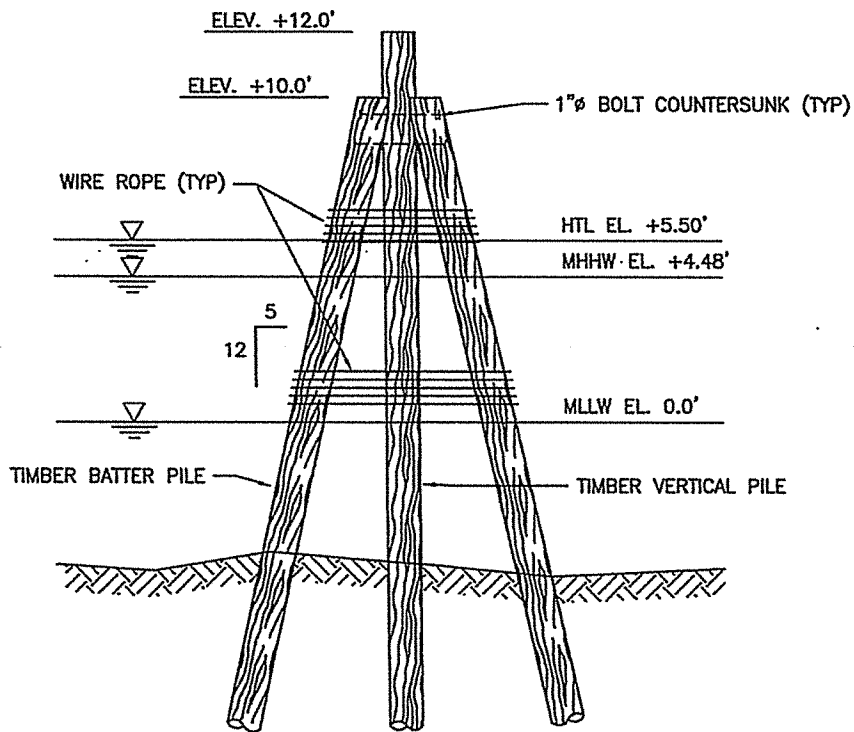
IN: NARRAGANSETT BAY  
AT: NARRAGANSETT AVE.  
PRUDENCE ISLAND  
COUNTY: NEWPORT STATE: RI  
SHEET 8 OF 9 DATE: 4/22/14

DRAFT 4-23-14



PLAN

HTL EL. = +5.50'  
MHHW EL. = +4.48'  
NAVD 88 EL. = +2.32'  
MLLW EL. = 0.0'



ELEVATION

**POSITIONING DOLPHIN (6 REQ'D)**

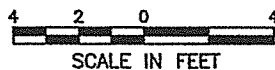
SCALE: 3/16"=1'-0"

PURPOSE: TO CONSTRUCT A NEW FERRY LANDING, INCLUDING ACCESS PIER, TRANSFER BRIDGE, BRIDGE SUPPORT STRUCTURE, AND BERTHING DOLPHINS.

DATUM: MLLW = 0.0'

CHILDS ENGINEERING CORPORATION  
34 WILLIAM WAY, BELLINGHAM, MA 02019

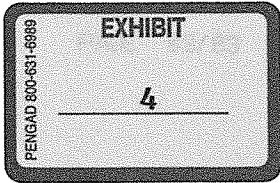
**POSITIONING DOLPHIN**



APPLICATION BY:  
TOWN OF PORTSMOUTH, RI  
NARRAGANSETT AVE.  
PORTSMOUTH, RI 02835

INSTALLATION OF NEW PILE SUPPORTED TIMBER PIER AND STEEL VEHICLE TRANSFER BRIDGE

IN: NARRAGANSETT BAY  
AT: NARRAGANSETT AVE.  
PRUDENCE ISLAND  
COUNTY: NEWPORT STATE: RI  
SHEET 9 OF 9 DATE: 4/22/14



**RENEWAL OF LEASE AGREEMENT**

AGREEMENT made this 13 day of May, 2014, by and between the TOWN OF BRISTOL, a municipal corporation with a mailing address of 10 Court Street, Bristol, Rhode Island 02809 ("Landlord") and PRUDENCE FERRY, INC., a Rhode Island corporation with a mailing address of 300 West Main Road, Portsmouth, Rhode Island 02871 ("Tenant").

**WITNESSETH:**

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated June 14, 2013, with an expiration date of June 14, 2014; and

WHEREAS, Landlord and Tenant wish to renew the terms of said Lease for an additional three (3) months.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

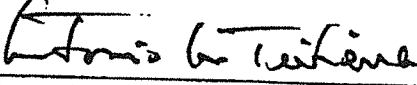
1. The extended term of the Lease shall commence on June 15, 2014 and expire on September 14, 2014.
2. The rent due for the renewal term shall be One Thousand Dollars (\$1,000.00) per month or Three Thousand Dollars (\$3,000.00) for the term of the renewal. The rent is due and payable in advance on the 15th day of each month.
3. Except as expressly amended and modified herein, all the terms and conditions of said Lease dated June 14, 2013, shall remain unchanged and shall continue to be in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant has signed and sealed this renewal as of the date and year first above written.

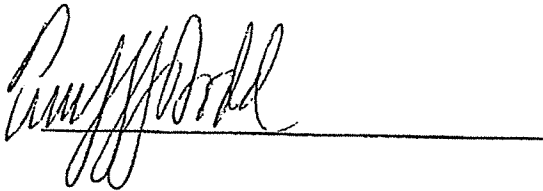
**In the Presence of:**


  
\_\_\_\_\_

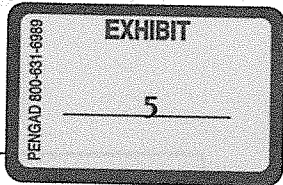
**LANBLORD:  
TOWN OF BRISTOL**

By:   
\_\_\_\_\_  
Antonio A. Teixeira, Town Administrator

**TENANT:  
PRUDENCE FERRY, INC.**

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Bruce G. Medley, President



**CRMC DECISION WORKSHEET**  
**2014-05-071**

**Town of Portsmouth**

Hearing Date:	
Approved as Recommended	
Approved w/additional Stipulations	
Approved but Modified	
Denied	Vote

APPLICATION INFORMATION						
File Number	Town	Project Location		Category	Special Exception	Variance
2014-05-071	Portsmouth	Narragansett Avenue		<b>B</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Plat	77			
		<b>Owner Name and Address</b>				
Date Accepted	5/14/2014	Town of Portsmouth		Work at or Below MHW	<input checked="" type="checkbox"/>	
Date Completed	7/15/2014	Town Hall 2200 East Main Road Portsmouth, RI 02871		Lease Required	<input type="checkbox"/>	

**PROJECT DESCRIPTION**

c/m a new Prudence Island Ferry terminal

**KEY PROGRAMMATIC ISSUES**

Coastal Feature(s) Coastal Beach  
 Water Type Type 2, Low Intensity Use  
 CRMP 130, 200.2, 300.1, 300.2, 300.3, 300.6, 300.18, 330, 335  
 SAMP <list relevant SAMP sections>

**Variations and/or Special Exception Details:** Commercial Structures prohibited in Type 2 Waters

**Additional Comments and/or Council Requirements:**

**STAFF RECOMMENDATION(S)**

Engineer DRG Recommendation: Approve  
 Biologist ALS Recommendation: Approve  
 Other Staff \_\_\_\_\_ Recommendation: \_\_\_\_\_

Engineering Supervisor Sign-Off 7/15/14 date  
  
 Executive Director Sign-Off 7/15/14 date

Supervising Biologist Sign-off \_\_\_\_\_ date  
  
 Staff Sign off on Hearing Packet (Eng/Bio) \_\_\_\_\_ date

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
COASTAL RESOURCES MANAGEMENT COUNCIL  
ENGINEERING REVIEW**

TO: Grover J. Fugate, Executive Director  
DEPT: Coastal Resources Management Council  
FROM: Danni Goulet, PE  
Amy Silva  
DEPT: CRMC Engineering Section

Date: July 15, 2014

SUBJ: CRMC File No.: 2014-05-071  
Owner: Town of Portsmouth  
Site Address: Narragansett Avenue Plat: 77 Lot: 111  
Site Town: Portsmouth

**Project:** To construct a new ferry landing on Prudence Island located on Plat 77/Lot 111 which is owned by the Town of Portsmouth. The co-applicant is A&R marine who will construct the pier and operate the ferry service. The pier is 16' wide and 96' long with a 30' vehicle transfer bridge and berthing dolphins. The project also includes a 15' by 30' passenger waiting area adjacent to the pier in an existing parking area and a 12' by 30' office/ticketing trailer.

**Water Type/Name:** 2, Low Intensity Use

**Coastal Feature:** Coastal Beach

**Project Description:**

The project is to construct a new ferry landing that will be the Prudence Island landing location for a new ferry service for the island. According to the order from the Division of Public Utilities and Carriers the existing service has threatened to stop service (on December 1, 2013 –it is still operating) and its lease for the dock in Bristol (Town of Bristol is owner) expires on June 14, 2014. The applicant has submitted an application for a new facility on Prudence Island located approximately 340 feet north of the existing ferry dock. This proposed facility is in Type 2 waters which prohibits commercial / industrial structures. The applicant has submitted and properly public noticed the required Special Exception data and information based on this prohibition. The dock and upland facilities proposed appear to be the minimum necessary to provide safe year round ferry service. The applicant has performed an eel grass survey due to mapped eel grass in this area of Prudence Island. The staff biologist found the survey to be adequate and accepted the finding of no eel grass in or adjacent to the proposed ferry landing.

Since the dates in the original PUC order have passed, staff has requested additional information about the Bristol landing area for the new service since the existing service is still utilizing it after the original lease date. The applicant has submitted an unexecuted copy of the "Indenture of Lease" with a September 15, 2014 start date for a five year occupancy of the Bristol Ferry landing. The applicant has also submitted a lease from the Town of Portsmouth for a 10 year lease for the property on Prudence Island. The lease on Prudence Island is not an exclusive lease and it requires the applicant to provide for "continued and simultaneous use of the premises for any municipal or public purposes as may be determined by the Lessor at

Signed  Staff Engineer

Signed  Staff Biologist

its sole discretion". The ferry structure is designed such that it can be easily walked under at low tide and small enough that walking around the landward terminus at high tide is a distance of about 30'. It is staffs' opinion that public access along the beach and at the town owned lot will be preserved with a modest impact at high tide.

There are three moorings in the proposed ferry area that will be impacted. The applicant, acting through the town harbormaster, has been developing a plan to accommodate these moorings. As of the report date the written plan requested by staff has not been provided. One of the three public comments was a mooring owner who also called staff. He was concerned that the town was requiring him to pay for the mooring relocation and that it would not be in a location that was visible from his house. This is an issue the council will need to address and has been included in the staff recommended stipulations.

The applicant has submitted a response to the Special Exception criteria. It is the opinion of staff that they have met the criteria for a special exception which is evaluated in the report. The applicant also has a "Certificate of Public Convenience and Necessity" issued for the RI Division of Public Utilities and Carriers which finds there is a need for such a ferry service.

#### **Staff Review Comments**

1.0 The plans reviewed in the preparation of this report is entitled, Installation of New Pile Supported Timber Pier and Steel Vehicle Transfer Bridge". There are 9 sheets all dated 4/22/14, prepared by Childs Engineering Corporation, Inc and stamped by Craig D. Sams, PE (#5243).

2.0 The project site is located in Type 2, Waters.

The following is the staffs' evaluation of the project relative to applicable Sections of the RICRMP and defers to the Council on remaining sections not addressed herein.

#### **3.0 Section 130 Special Exception**

A. Special exceptions may be granted to prohibited activities to permit alterations and activities that do not conform with a Council goal for the areas affected or which would otherwise be prohibited by the requirements of this document only if and when the applicant has demonstrated that:

*1) The proposed activity serves a compelling public purpose which provides benefits to the public as a whole as opposed to individual or private interests. The activity must be one or more of the following:*

*(a) an activity associated with public infrastructure such as utility, energy, communications, transportation facilities, however, this exception shall not apply to activities proposed on all classes of barriers, barrier islands or spits except as provided in 210.2.D.9;*

*(b) a water-dependent activity that generates substantial economic gain to the state; and/or*

*(c) an activity that provides access to the shore for broad segments of the public.*

This is a public ferry facility so it meets the transportation facilities exception. The ferry provides access to the island which is a major summer community in addition to being home to the Narragansett Bay Estuary Research Reserve. The Ferry is open to all and provides access to Prudence Island.

*2) All reasonable steps shall be taken to minimize environmental impacts and/or use conflict.*

The applicant states that the location was chosen to limit the size of the pier without requiring dredging or the shoreline to be regarded. Staff concurs with this statement. The lease requires the area to be open and the existing uses to remain. As stated previously, the height of the pier at the low water elevation will allow pedestrian access under the pier and there are no barriers to walking around the landward end of the pier if the water level prevents traversing under the pier.

*3) There is no reasonable alternative means of, or location for, serving the compelling public purpose cited.*

The town owned lot that has the existing parking and historic use of a ferry landing is only about 350 feet long. The location chosen utilizes existing water depths and is adjacent to an existing boat ramp – there is no real alternative on this lot for this pier nor would moving the pier to another location on the lot limit the potential impacts.

- 4.0 **Section 200.2, Type 2 Waters, Low Intensity Use** Type 2 waters include areas with high scenic value that support low intensity recreational and residential uses. These waters include seasonal mooring areas where good water quality and fish and wildlife habitat are maintained. The location of the proposed ferry dock site is at the location of the existing parking area for the existing ferry service. The adjacent lot south has a commercial pier that the existing ferry utilizes. The use of the area will not change with this proposal with the exception of an additional pier.
- 5.0 **Section 300.1 Category B Requirements**  
The applicant has submitted written responses to the requirements of Section 300.1. These are included within the application material that is with the Council package. It is the opinion of Staff that the responses adequately address the requirements and the project meets the requirements of this section of the RICRMP.
- 6.0 **Section 300.2 Filling, Removing or Grading of Shoreline Features**  
There is approximately 10 CY of excavation required for the concrete abutment. It is assumed that the material is sand and gravel that is free of debris and suitable to be reused on the adjacent beach area. A staff stipulation recommending reuse of the material is included in the stipulations portion of the report.
- 7.0 **Section 300.3 Residential, Commercial, Industrial and Recreational Structures**  
The pier was designed by a Professional Engineer. The proposal includes a Structural Perimeter Line 10 from the fixed elements. The configuration of the berthing dolphins and the ramp appear to be appropriate for the use. It is the opinion of staff that the proposal meets the requirements of this section of the RICRMP.
- 8.0 **Section 300.6 Treatment of Sewage and Stormwater**  
There is no proposal to alter the existing parking area associated with the subject property, and piers are not subject to Stormwater Management requirements. There are no Stormwater Management requirements associated with this proposal.
- 9.0 **Section 300.18 Submerged Aquatic Vegetation and Aquatic Habitats of Particular Concern**  
There is an area of mapped SAV south of the existing ferry pier. Because of the close proximity of known SAV, the applicant was asked to conduct a survey of the proposed pier location. The applicant has prepared and submitted an SAV Survey for the area around the proposed pier, which is included within the application material that is with the Council.

package. There was no SAV found in any survey plot. Reviewing biologist staff found the survey to be adequate and accepts the finding of no eel grass in or adjacent to the proposed ferry landing.

10.0 **Section 330 Guidelines for the Protection and Enhancement of the Scenic Value of the Coastal Region**

Section 330.A.1 states that: "*The primary goal of all Council efforts to preserve, protect, and, where possible, restore the scenic value of the coastal region is to retain the visual diversity and often unique visual character of the Rhode Island coast....*" The proposed facility will be located on a lot which is currently utilized as a parking area, currently maintains a boat ramp, and is in close proximity to the existing ferry terminal. There are no adverse impacts to scenic values expected as result of this project.

11.0 **Section 335 Protection and Enhancement of Public Access to the Shore**

Section 335.B.2 states that: "*...the Council has a responsibility to ensure that public access to the shore is protected, maintained and, where possible, enhanced for the benefit of all.*" As noted above, the proposed pier will allow for public access beneath the structure at low tide. At high tide, a traverse around the upland end of the pier shall be necessary (approximately 30 feet). It is the opinion of reviewing staff that public access will not be adversely impacted by this project.

**Recommendation & Comments:**

The CRMC Reviewing Staff have carefully weighed the proposed project against the applicable policies, rules and other standards of review contained in the RI Coastal Resources Management Program (RICRMP). Based on this review, Staff defers to the Council for the final determination of the adequacy of the responses to the Special Exception Criteria requirements. It is the opinion of both Engineering and Biological staff that the remaining RICRMP requirements that pertain to the proposed ferry landing have been met.

**Recommended Stipulations:**

Beyond the standard Assent Stipulations, staff recommends the following stipulations be adopted in addition to any that the Council determines necessary:

1. Existing moorings shall be relocated at the applicants expense to a location that is as close as possible to their current location and still within the approved limits of the Town of Portsmouth's Harbor Management plan. If the existing Ferry landing or the proposed ferry landing are removed for any reason the current mooring owners shall have the right of first refusal of any moorings that go in those areas.
2. All excavated material that is suitable for beneficial reuse shall be reused on the Town owned lot.