

MEROLLA, ACCETTURO & LOUGH
ATTORNEYS AT LAW

Rhode Island Office:
469 Centerville Road
Suite 206
Warwick, RI 02886

Massachusetts Office:
2 Richard Street
Raynham, MA 02767

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

February 19, 2018

RE: *Rhode Island Fast Ferry, Inc.*
Docket No. D-13-51

Dear Luly:

Enclosed for filing are an original and three copies of the following documents:

Pre-Filed Rebuttal Testimony of New Shoreham Town Manager;
Pre-Filed Rebuttal Testimony of New Shoreham Town Manager-Exhibit;
Pre-Filed Rebuttal Testimony of Former New Shoreham Town Manager;
Pre-Filed Rebuttal Testimony of New Shoreham Building Official;
Pre-Filed Rebuttal Affidavit of Stephen F. Del Sesto, Special Master of Ballard's Inn Realty, LLC; and
Pre-Filed Rebuttal Affidavit of Steven Filippi, member of Ballard's Wharf Realty, LLC.

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

Very truly yours,

Katherine A. Merolla

KAM/bms

cc. Service List by email

Attorneys:

Amedeo C. Merolla^{^*}

Katherine A. Merolla^{^*}

Steven B. Merolla^{^+}

Joseph P. Accetturo^{^*≈∞}

George J. Lough, III^{^*≈∞}

Christopher A. D'Ovidio^{^≈‡}

Michael J. Chazan^{^*‡}

Honorina DaSilva-Kilgore^{*‡}

Robert M. Proulx^{^*‡}

[^] Rhode Island Bar

^{*} Massachusetts Bar

[≈] Connecticut Bar

⁺ Washington, D.C. Bar

[≈] U.S. Supreme Court

[‡] Of Counsel

Telephone:
(401) 739-2900
Fax:
(401) 739-2906

Please direct all
correspondence to
Rhode Island office

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

In Re: Rhode Island Fast Ferry, Inc.

Docket No. D-13-51

PRE-FILED REBUTTAL TESTIMONY OF EDWARD L. ROBERGE

Town Manager

Town of New Shoreham

1 1. Q. Please state your name and position.

2 A. My name is Edward L. Roberge. I am the duly appointed Town Manager of the
3 Town of New Shoreham ("Town").
4

5 2. Q. What documentation have you reviewed in preparation for your testimony?

6 A. I have reviewed the following:

7 RIFF's Exhibit D-1 which was prepared in response to the Town's Data Requests and
8 which consists of diagrams labeled "Proposed Dockage @ Old Harbor, New Shoreham, Rhode
9 Island;"

10 Pre-Filed Rebuttal Testimony of Paul Filippi of Bluewater; and

11 Lease Agreement ("Lease Agreement") between the Coastal Resources Management
12 Council ("CRMC") and the Town pertaining to the Red Breakwater, a copy of which is attached.
13

14 3. Q. Mr. Filippi testified that because Bluewater is not planning on attaching and/or
15 anchoring its proposed docking facility to the Red Breakwater, that the consent of the Town is
16 not required. Do you agree with this testimony?

17 A. No.
18

19 4. Q. Please explain your answer to number 3.

20 A. The Lease Agreement, Article V, paragraph A specifically gives the Town the
21 right to erect such docks and other structures on or near the Red Breakwater as the Town shall
22 deem desirable. Bluewater's proposed Red Jetty Dock as depicted lies less than 15 feet from the
23 Red Breakwater and parallel to it. The proposed dock would block any dock which the Town has
24 the right to erect and use in that location.

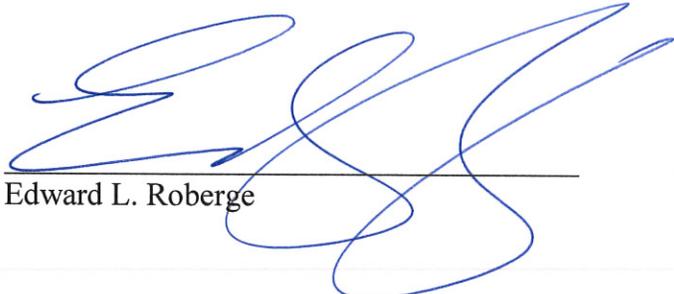
1 The Lease Agreement, Article IV, paragraph A requires that the Town maintain
2 the Red Breakwater in good order and repair. The Town determines the manner, time and
3 method of such maintenance and repair. The proposed dock would block and limit the Town's
4 ability to maintain the Red Breakwater in good order and repair.

5
6 5. Q. Is the consent of the Town required for the construction of the Proposed Red Jetty
7 Dock at the Red Breakwater?

8 A. Yes. The right to wharf out at the Red Breakwater belongs to the Town under the
9 Lease Agreement.

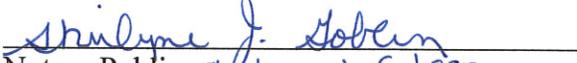
10
11 6. Q. Does that conclude your testimony?

12 A. Yes.

13


Edward L. Roberge

Subscribed and sworn to before me in 15, Rhode Island, this February
day of February, 2018.



Notary Public: Sharilyne J. Goben
My commission expires: 10/3/2021



State of Rhode Island and Providence Plantations
Coastal Resources Management Council
Oliver H. Stedman Government Center
4808 Tower Hill Road, Suite 116
Wakefield, RI 02879-1900

(401) 783-3370
Fax (401) 783-3767

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of April, 2012, by and between the State of Rhode Island by and through the Coastal Resources Management Council ("CRMC") (hereinafter referred to as "the State" or "CRMC"), and the Town of New Shoreham (hereinafter referred to as the "Town").

I. LEASED PREMISES

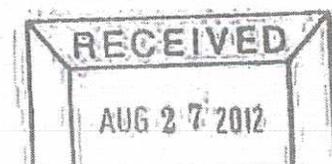
The State hereby leases to Town the following described property in the Block Island Old Harbor known as the Red Breakwater which is further described as follows:

That portion of the project for navigation, Block Island Harbor of Refuge, Rhode Island adopted by the Rivers and Harbors Act of July 11, 1870, consisting of the cut-stone breakwater lining the west side of the Inner Basin; beginning at a point with coordinates N32579.55, E312625.53, thence running northerly about 76.59 feet to a point with coordinates N32655.92, E312631.32, thence running northerly about 206.81 feet to a point with coordinates N32858.33, E312673.74, thence running easterly about 109.00 feet to a point with coordinates N32832.15, E312779.54.

The above-described property is referred to in this Lease Agreement as the "Red Breakwater."

II. TERM

The Town shall hold the Red Breakwater with all the rights, privileges, and appurtenances thereof, for and during the term of fifty (50) years, beginning on April 1, 2012, and ending on April 1, 2062.



III. RENT

The annual rent is one dollar (\$1.00) per year. Payment of the rent for the term of the lease shall be made upon execution of this Agreement by one, lump-sum payment of fifty dollars (\$50.00).

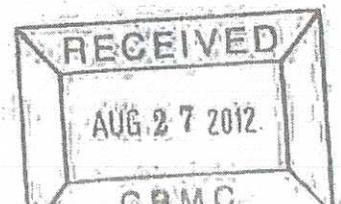
IV. COVENANTS OF TOWN

The Town hereby covenants with the State as follows:

- A. The Town will maintain the Red Breakwater in good order and repair;
- B. The Town will pay the rent in the manner aforesaid;
- C. The Town will use and occupy the Red Breakwater in a careful and proper manner;
- D. The Town will not use or occupy the Red Breakwater for any unlawful purpose, and will conform to and obey all present and future laws and ordinances and all rules, regulations, requirements, and orders of all governmental authorities or agencies pertaining thereto.
- E. The Town will quietly and peaceably surrender up possession of the Red Breakwater to the State at the expiration of this Lease Agreement subject to all reasonable wear and tear.

V. MUTUAL COVENANTS

It is mutually agreed by and between the CRMC and Town that:



A. The Town shall have the right to erect such signs, docks, and other structures on or near the Red Breakwater at its own expense as the Town shall deem desirable in accordance with applicable laws and regulations, and shall maintain all such structures in good order and repair.

B. All fixtures, structures and/or equipment as shall have been installed by the Town during the term of this Lease Agreement on or near the Red Breakwater shall become the property of the Town at the termination of this Lease Agreement. At the end of the lease period the Town shall be renewal of the lease all fixtures, structures and/or equipment shall be removed.

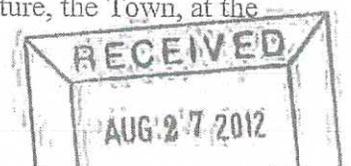
C. The Town shall peaceably and quietly have, hold, and enjoy the Red Breakwater for the term aforesaid.

D. This Lease Agreement and all the covenants, provisions, conditions, hereinbefore contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

E. The execution and performance by the Town of the terms and provisions of this Lease Agreement have been duly authorized by all requisite action and this Lease Agreement constitutes a valid and binding obligation of the Town. The execution and performance of this Lease Agreement will not violate any provision of law, any order of any court, or other agency of government, or any other instrument to which the Town is a party or by which Town is bound. The Town has full power and authority to enter into this Lease Agreement and to consummate the transactions herein contemplated.

E. The execution and performance by the CRMC of the terms and provisions of this Lease Agreement have been duly authorized by all requisite action and this Lease Agreement constitutes a valid and binding obligation of the CRMC. The execution and performance of this Lease Agreement will not violate any provision of law, any order of any court, or other agency of government, or any other instrument to which the CRMC is a party or by which CRMC is bound. The CRMC has full power and authority to enter into this Lease Agreement and to consummate the transactions herein contemplated.

F. Notwithstanding anything herein contained to the contrary, in the event that the Red Breakwater shall be materially damaged by flood, fire, or any act of nature, the Town, at the



Town's option, may cancel this Lease Agreement upon written notice to the CRMC, and the Town shall be under no obligation to repair or replace the Red Breakwater. For purposes of this Lease Agreement, material damage shall be damage which costs one-hundred-and-fifty thousand dollars (\$150,000) or more to repair or replace.

VI. ENTIRE AGREEMENT

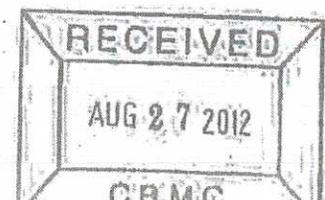
This Lease Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the lease of the Red Breakwater, and cancels all previous oral and written negotiations, agreements and, commitments, in connection therewith.

VII. CONSTRUCTION

This Lease Agreement shall be construed pursuant to the laws of the State of Rhode Island.

VIII. CONTROVERSIES AND CLAIMS SUBJECT TO ARBITRATION

All disputes between the parties hereto arising under this Lease Agreement may, with the mutual consent of the parties, be resolved by binding arbitration in Rhode Island pursuant to the rules then prevailing of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, each party (hereinafter, the "initiating party") specifically reserves the right (i) to seek equitable remedies in a court of competent jurisdiction; and (ii) to bring a third party action against any other party in any proceeding to which the initiating party is a party under circumstances in which the basis of the initiating party's claim against the other party is that such other party is liable, in whole or in part, for any claim or counterclaim being asserted against the initiating party in such proceeding. Notwithstanding the foregoing, each party specifically reserves the right to seek equitable remedies in a court of competent jurisdiction including, without limitation, the right to seek injunctive relief to preserve the *status quo* during the period of arbitration under the terms of this paragraph.



IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and date first written above.

WITNESS:

Lisa A. Turner
Lisa A. Turner

STATE OF RHODE ISLAND:
by and through the
Coastal Resources Management Council

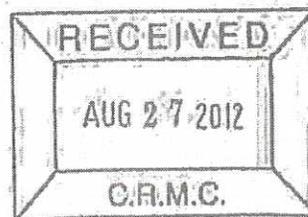
Grover J. Fugate
Grover J. Fugate, Executive Director

WITNESS:

Shirlyne J. Gubern
Shirlyne J. Gubern

TOWN OF NEW SHOREHAM:

Nancy O. Dodge
Nancy O. Dodge, Town Manager



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

In Re: Rhode Island Fast Ferry, Inc.

Docket No. D-13-51

PRE-FILED REBUTTAL TESTIMONY OF NANCY DODGE

Former Town Manager

Town of New Shoreham

1 1. Q. Please state your name and background.

2 A. My name is Nancy Dodge. I am a resident of New Shoreham, Rhode Island and
3 was the duly appointed Town Manager of the Town of New Shoreham ("Town") for
4 approximately sixteen years prior to November 11, 2016.
5

6 2. Q. What documentation have you reviewed in preparation for your testimony?

7 A. I have reviewed the following:

8 RIFF's Exhibit D-1 which was prepared in response to the Town's Data Requests and
9 which consists of diagrams labeled "Proposed Dockage @ Old Harbor, New Shoreham, Rhode
10 Island;"

11 The Right of Entry Agreement which is attached to the Pre-Filed Testimony of the New
12 Shoreham Building Official ("Right of Entry Agreement");

13 Pre-Filed Rebuttal Testimony of Paul Filippi of Bluewater; and

14 Applicable law.
15

16 3. Q. Mr. Filippi testified that the issue pertaining to the Right of Entry Agreement was
17 previously raised by the Town, addressed by Bluewater and rejected by the Division. Do you
18 agree with this testimony?

19 A. No. This testimony is pure fiction. The Right of Entry Agreement did not even
20 come into existence until September 16, 2016, long after the hearing before the Division
21 concluded. The term of the Right of Entry Agreement is five years and the term did not even
22 commence until September 16, 2016.
23

1 4. Q. Were you involved in the negotiations between the Town of New Shoreham and
2 the United States of America pertaining to the Right of Entry Agreement?

3 a. Yes.

4

5 5. Q. What was the Town's proposal to the federal government as it relates to these
6 proceedings?

7 A. The Town did not want the federal government to allow any person or entity to
8 construct any structure which would restrict or impede the Town and the public's access to the
9 Town's Bait Dock, to the East Breakwater, to the beach located on the west side of the East
10 Breakwater or to the Right of Entry land and requested that this language be included in the
11 Right of Entry Agreement.

12

13 6. Q. Did the federal government agree to the Town's proposal?

14 A. Yes. The prohibition against the federal government allowing any person or
15 entity to construct any structure which would restrict or impede the Town and the public's access
16 to the Town's Bait Dock, to the East Breakwater, to the beach located on the west side of the East
17 Breakwater or to the Right of Entry land is specially set forth in the Right of Entry Agreement.

18

19 7. Q. Is the consent of the Town of New Shoreham required for the construction of the
20 Proposed East Breakwater Docking Facility?

21 A. Yes.

22

23 8. Q. Please explain your answer to number 7.

1 A. As set forth in the Right of Entry Agreement between the Town of New
2 Shoreham and the United States of America, the federal government has agreed that it will not
3 permit any temporary or permanent structure to be constructed by any person or entity which
4 will impede or restrict the Town and the public's access to the town bait dock, to the Right of
5 Entry Land, to the East Breakwater or to the beach located along the west side of the East
6 Breakwater.

7

8 9. Q. Would the Proposed East Breakwater Docking Facility, if constructed, impede or
9 restrict the Town and the public's access to the town bait dock, to the East Breakwater or to the
10 beach located along the west side of the East Breakwater?

11 A. Yes. The Proposed East Breakwater Docking Facility, if constructed, irrespective
12 of design, would clearly and obviously impede and restrict the Town and the public's access to
13 the town bait dock, to the East Breakwater and to the beach located along the west side of the
14 East Breakwater. Accordingly, the consent of the Town of New Shoreham is absolutely required
15 in order for the Proposed East Breakwater Docking Facility to be constructed.

16

17 10. Q. Have you reviewed Mr. Filippi's testimony as it pertains to the Town's ability to
18 require a permit for the construction, regardless of design, on the upland portion of the Proposed
19 East Breakwater Docking Facility?

20 A. Yes.

21

22 11. Q. What is your position with regard to this testimony?

1 A. Mr. Filippi clearly does not understand the law as it pertains to state and local
2 ability to regulate federal land. As an attorney who practiced in the area of real estate, I can state
3 that there is no preemption in this case and the ability of the Town Building Official to enforce
4 the Town's zoning ordinance as well as the ability of CRMC to enforce state law are not
5 preempted. Preemption is rarely applied and then only in cases where a town or a state's
6 enforcement of its laws is inconsistent with the expressed federal purpose in acquiring the land
7 or expressly contrary to federal law.

8 The River and Harbors Act of 1870 (copy attached) merely appropriated funds for the
9 construction of the breakwater in Old Harbor (in addition to appropriating funds for a variety of
10 other projects around the country). The Act does not express any congressional intent regarding
11 the use of the breakwater and merely states: "For construction of breakwater at Block Island,
12 Rhode Island, thirty thousand dollars."

13 Bluewater is a private limited liability company which does not have immunity from state
14 law and local zoning regulations. In addition, a portion of the proposed walkway, irrespective of
15 design, lies on private property which is owned by Ballard's Wharf Realty, LLC. and which is
16 subject to the Town's zoning regulations.

17 Mr. Filippi's reference to permissions granted back in the early part of the twentieth
18 century is nonsensical since there was no such zoning regulation in existence at the time.

19 The Town of New Shoreham clearly has the ability to enforce its zoning laws and to
20 require the appropriate permit(s) and CRMC clearly has the ability to enforce state law and
21 regulation in matters pertaining to the construction of the East Breakwater Docking Facility.

22

23 12. Q. Does that conclude your testimony?

1 A. Yes.

2

Nancy Dodge
Nancy Dodge

Subscribed and sworn to before me in Warwick, Rhode Island, this 14th
day of February, 2018.

[Signature]

Notary Public:

My commission expires: 10/22/20

For Fort Wood, Bedlow's island, New York, sixteen thousand dollars.	Fort Wood.
For Battery Hudson, New York harbor, thirty thousand dollars.	Battery Hudson.
For Fort Mifflin, near Philadelphia, Pennsylvania, fifty-five thousand dollars.	Fort Mifflin.
For Fort Delaware, Delaware river, Delaware, thirty-seven thousand dollars.	Fort Delaware.
For battery at Finn's point, opposite Fort Delaware, thirty-three thousand five hundred dollars.	Finn's point.
For a fort at Fort point, entrance to San Francisco harbor, California, one hundred thousand dollars.	Fort at Fort point;
For fort at Lime point, entrance to San Francisco harbor, one hundred thousand dollars.	Lime point;
For fort at Alcatraz island, San Francisco harbor, California, fifty thousand dollars.	Alcatraz island.
For contingencies, and preservation and repair of fortifications, for which there may be no special appropriation available, one hundred and fifty thousand dollars.	Contingencies, preservation, and repair.
For construction of sea-coast mortar batteries at existing defensive positions, seventy-five thousand dollars.	Sea-coast mortar batteries.
For surveys for military defenses, one hundred thousand dollars	Surveys for military defences.
APPROVED, July 11, 1870.	

CHAP. CCXL. — *An Act making Appropriations for the Repair, Preservation, and Completion of certain public Works on Rivers and Harbors, and for other Purposes, for the fiscal Year ending June thirtieth, eighteen hundred and seventy-one.* July 11, 1870.
1871, ch. 118,
§ 4, 119.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following sums of money be, and are hereby, appropriated, to be paid out of any money in the treasury not otherwise appropriated, to be expended under the direction and superintendence of the Secretary of War, according to such plans as shall be by him first selected and approved, for the repair, preservation, and completion of the following public works heretofore commenced under the authority of law, and for other purposes hereinafter named, that is to say:—

For improvement of Superior City harbor, Wisconsin, forty thousand dollars.	Superior City.
For improvement of Ontonagon harbor, Lake Superior, Michigan, ten thousand dollars.	Ontonagon.
For improvement of Marquette harbor, Lake Superior, Michigan, twenty-five thousand dollars.	Marquette.
For improvement of Green Bay harbor, Wisconsin, seventeen thousand five hundred dollars.	Green Bay.
For improvement of Manitowoc harbor, Wisconsin, twenty thousand dollars.	Manitowoc.
For improvement of Sheboygan harbor, Wisconsin, fifteen thousand dollars.	Sheboygan.
For improvement of Milwaukee harbor, Wisconsin, forty thousand dollars.	Milwaukee.
For improvement of Racine harbor, Wisconsin, ten thousand dollars.	Racine.
For improvement of Kenosha harbor, Wisconsin, ten thousand dollars.	Kenosha.
For improvement of Michigan City harbor, Indiana, twenty-five thousand dollars.	Michigan City.
For improvement of New Buffalo harbor, Michigan, five thousand dollars.	New Buffalo.
For improvement of Port Washington harbor, Wisconsin, fifteen thousand dollars.	Port Washington.
For improvement of Aux Becs Scies harbor, Michigan, ten thousand dollars.	Aux Becs Scies.

July 11, 1870.
1871, ch. 118,
§ 4, 119.
Post, pp. 543,
544.

Appropriation for public works on rivers and harbors.

Manistee.	For improvement of Manistee harbor, Michigan, twenty thousand dollars.
Pere Marquette.	For improvement of Pere Marquette harbor, Michigan, ten thousand dollars.
Pentwater.	For improvement of Pentwater harbor, Michigan, ten thousand dollars.
White River.	For improvement of White River harbor, Michigan, twenty thousand dollars.
Muskegan.	For improvement of Muskegan harbor, Michigan, ten thousand dollars.
Grand Haven.	For improvement of Grand Haven harbor, Michigan, ten thousand dollars.
Black Lake.	For improvement of Black Lake harbor, Michigan, ten thousand dollars.
Saugatuck.	For improvement of Saugatuck harbor, Michigan, ten thousand dollars.
South Haven.	For improvement of South Haven harbor, Michigan, ten thousand dollars.
Saint Joseph.	For improvement of Saint Joseph harbor, Michigan, fifteen thousand dollars.
Saint Mary's.	For improvement of Saint Mary's Falls canal and Saint Mary's river, Michigan, one hundred and fifty thousand dollars.
Au Sable river.	For improvement of Au Sable river, Michigan, fifteen thousand dollars.
Saginaw.	For improvement of Saginaw river, Michigan, one thousand five hundred dollars.
Saint Clair flats.	For improvement of Saint Clair flats, Michigan, sixteen thousand five hundred dollars.
Clinton river.	For improvement of Clinton river, Michigan, five thousand dollars.
Toledo.	For improvement of Toledo harbor, Maumee bay, Ohio, fifty thousand dollars.
Sandusky City.	For improvement of Sandusky City harbor, Ohio, ten thousand dollars.
Cleveland.	For improvement of Cleveland harbor, Ohio, twenty thousand dollars.
Conneaut.	For improvement of Conneaut harbor, Ohio, six thousand dollars.
Erie.	For improvement of Erie harbor, Pennsylvania, twenty thousand dollars.
Schuylkill river.	For clearing and buoying the channel of the Schuylkill river at its mouth, at Gibson's point, and above to the Chestnut Street bridge, Philadelphia, Pennsylvania, fifteen thousand dollars.
Dunkirk.	For improvement of Dunkirk harbor, New York, twenty-five thousand dollars.
Buffalo.	For improvement of Buffalo harbor, New York, eighty thousand dollars.
Olcott.	For improvement of Olcott harbor, New York, ten thousand dollars.
Charlotte.	For improvement of Charlotte harbor, New York, twelve thousand dollars.
Oak Orchard.	For improvement of Oak Orchard harbor, New York, eight thousand dollars.
Big Sodus.	For improvement of Big Sodus harbor, New York, five thousand dollars.
Little Sodus.	For improvement of Little Sodus harbor, New York, five thousand dollars.
Pultneyville.	For improvement of Pultneyville harbor, New York, five thousand dollars.
Oswego.	For enlargement, according to the plan of the engineer department, of harbor facilities at Oswego, New York, fifty thousand dollars.
Ogdensburg.	For improvement of Ogdensburg harbor, New York, fifteen thousand dollars.

For improvement of Plattsburg harbor, New York, ten thousand dollars.	Plattsburg.
For improvement of Burlington harbor, Vermont, twenty-five thousand dollars.	Burlington.
For improvement of the Upper Mississippi river, and removing snags and dredging, thirty-six thousand dollars.	Upper Missis- sippi.
For improvement of the Wisconsin river, one hundred thousand dol- lars.	Wisconsin.
For improvement of the Minnesota river, ten thousand dollars.	Minnesota.
For the preservation of the Falls of Saint Anthony and the navigation of the Mississippi river above the same, fifty thousand dollars.	Falls of St. Anthony.
For improvement of the Des Moines rapids, four hundred thousand dollars.	Des Moines rapids.
For improvement of the Rock Island rapids, one hundred and fifty thousand dollars.	Rock Island.
For improvement of the Illinois river, one hundred thousand dollars.	Illinois river.
For improvement of the mouth of the Mississippi river, three hundred thousand dollars.	Mouth of the Mississippi.
For improvement of the mouth of the Saint John's river, Florida, fif- teen thousand dollars.	Saint John's.
For removing obstructions in Town creek, near Charleston, South Car- olina, seven thousand five hundred dollars.	Town creek.
For improvement of the falls of the Ohio river and Louisville canal, two hundred and fifty thousand dollars.	Falls of the Ohio, &c.
For improvement of the Mississippi, Missouri, and Arkansas rivers, one hundred and fifty thousand dollars.	Mississippi, &c. rivers.
For improvement of the Ohio river, fifty thousand dollars.	Ohio.
For improvement of the Hudson river, New York, forty thousand dollars.	Hudson.
For removing obstructions in East river, New York, including Hell Gate, two hundred and fifty thousand dollars.	East river.
For improvement of New Haven harbor, Connecticut, fifteen thousand dollars.	New Haven.
For improvement of Connecticut river, forty thousand dollars.	Connecticut.
For improvement of Providence river, Rhode Island, five thousand dol- lars.	Providence river.
For improvement of Pawtucket river, Rhode Island, eight thousand dollars.	Pawtucket.
For construction of breakwater at Block island, Rhode Island, thirty thousand dollars.	Block island.
For preservation and improvement of Boston harbor, Massachusetts, one hundred thousand dollars.	Boston.
For improvement of Hyannis harbor, Massachusetts, twelve thousand dollars.	Hyannis.
For improvement of Plymouth harbor, Massachusetts, ten thousand dollars.	Plymouth.
For improvement of Taunton river, Massachusetts, ten thousand dol- lars.	Taunton river.
For improvement of Merrimac river, Massachusetts, twenty-five thou- sand dollars.	Merrimac.
For improvement of Kennebunk river, Maine, five thousand dollars.	Kennebunk.
For improvement of Saco river, Maine, ten thousand dollars.	Saco.
For improvement of Portland harbor Maine, ten thousand dollars.	Portland.
For improvement of Kennebec river, Maine, fifteen thousand dollars.	Kennebec.
For improvement of navigation at the "Gut," opposite Bath, Maine, ten thousand dollars.	Bath.
For improvement of Union river, Maine, fifteen thousand dollars.	Union river.
For improvement of the Penobscot river, at Bangor and below, Maine, fifteen thousand dollars.	Penobscot.

Willamette	For improvement of the Willamette river at Portland and to mouth of river, Oregon, thirty-one thousand dollars.
Tennessee.	For improvement of the Tennessee river, eighty thousand dollars, to be expended below Chattanooga.
Wilmington.	For improvement of Wilmington harbor, Delaware, fifteen thousand dollars.
Westport.	For improvement of Westport harbor, Connecticut, two thousand five hundred dollars.
Cape Fear river.	For improvement of the channel of the mouth of the Cape Fear river, in North Carolina, one hundred thousand dollars.
Galveston.	For improvement of Galveston harbor, Texas, twenty-five thousand dollars.
Chicago.	For enlargement of harbor facilities at Chicago, Illinois, according to the plans of the engineer department, one hundred thousand dollars, and for a harbor of refuge, fifty thousand dollars.
Mobile.	For improvement of harbor and bay of Mobile, Alabama, fifty thousand dollars.
Potomac.	For the improvement of the Potomac river between the Long bridge, in Washington, and the city of Georgetown, in the District of Columbia, fifty thousand dollars.
James river.	For the improvement of James river, in Virginia, and the removal of bars and obstructions from Richmond to and including Harrison's bar, below the junction of the James and Appomattox rivers, fifty thousand dollars.
Bayou Teche.	For improvement of Bayou Teche, Louisiana, seventeen thousand five hundred dollars.
Examination and surveys for improvements.	For examination and surveys for improvements on the north and northwestern lakes and rivers, and the Atlantic and Pacific coasts, and for contingencies of rivers and harbors not provided for in this act, one hundred and fifty thousand dollars.

Examinations or surveys to be made at various places.

SEC. 2. *And be it further enacted*, That the Secretary of War is hereby directed to cause examinations or surveys, or both, to be made at the following points, namely: At Charleston, South Carolina; at Cyprus bayou, Texas; at the Housatonic river, below Derby, Connecticut; at Bridgeport harbor, Connecticut; at Southport harbor, Connecticut; at Fifteen-Mile falls, New Hampshire; at Pawcatuck river, Rhode Island and Connecticut; at Narragansett pier, Rhode Island; Coheco river, at Dover, New Hampshire; at Royals river, Maine; at Narragangus river, Maine; Sullivan river, Maine; at Sullivan's falls, between the towns of Hancock and Sullivan; at South river, New Jersey; at mouth of Salem river, New Jersey; at James river, Virginia, between Richmond and City point, including Harrison's bar below the point; Appomattox river, Virginia, from Petersburg to its mouth; James river and Kanawha canal, Virginia; at Rappahannock river, below Fredericksburg, Virginia; at Roanoke river, North Carolina; at Coosa river, Alabama; at Mobile harbor, Alabama; at Cumberland river, from its mouth to the head of navigation; at Tombigbee river, in Alabama and Mississippi from its mouth to the head of navigation; at Saint Louis and Alton harbors, Mississippi river, between Alton and mouth of Merrimac river; at Osage river, Missouri; at Ouachita, Little Missouri, and Petit Jane rivers, Arkansas; at Bayou Saint John, from the mouth of Bayou Saint John, Louisiana, through Lake Pontchartrain and the Rigolet, to Ship Island; at Indianola harbor, Texas; at Corpus Christi, Texas; at Buffalo bayou, for a channel of navigation through Buffalo bayou and Galveston bay, to Bolivar channel, near the outer bar in the Gulf of Mexico; at Sheboygan river, Michigan; at Harbor of Refuge, on Lake Huron, between Saint Clair river and Point au Barques, Michigan; at Port Clinton, Ohio; for survey or examination of the bars and other obstructions to navigation of the Cache, St. Francis Little Red, White, and Black rivers, Arkansas; for survey or examination of the bar of the Sacramento river, California,

known as the Hog's Back, for the purpose of removing the same; at the mouth of Oconto river, Wisconsin; at the mouth of the Ahuepee river, Wisconsin; at Chester harbor, on the Delaware river, Pennsylvania; at Alpena harbor, Michigan; at the mouth of the Cape Fear river, North Carolina; for ship-canal route from Hennepin, on the Illinois river, to Rock Island, on the Mississippi river, via Geneseo, by the most direct and feasible route; at Peconic river below Riverhead, New York; at the entrance to Port Jefferson harbor, on the south side of Long Island sound; at Rocky river, Ohio; at Salmon river, Lake Ontario, New York; at the mouth of Two rivers, Wisconsin; at the mouth of Trinity river, Texas; at Delaware river, between the city of Trenton and Bordentown; at Shrewsbury river, New Jersey; at the mouth of Sabine river, Texas; at French Broad river, Tennessee; at Pine river, Saginaw bay, Michigan; at Brazos, San Jago, Texas; at the mouth of Muskingum river, Ohio; at Gloucester harbor, Massachusetts; at the harbor of Cambridge and the harbor of Queenstown, Maryland; at the mouth of the Apalachicola river, Florida; at Nag's head, in North Carolina, with a view of reopening the old inlet near that place; survey of the Wabash river, from its mouth to the town of Wabash, Indiana; for the survey of the Willamette river, above Oregon city, Oregon; for the survey of the Umpqua river, Oregon.

SEC. 3. *And be it further enacted*, That the sum of forty-two thousand [and] nine hundred dollars be paid out of any money in the treasury not otherwise appropriated, to be expended under the direction of the Secretary of War, to the widening and deepening the ship canal in the Patapsco river and Chesapeake bay, leading toward the harbor of Baltimore.

Ship canal in Patapsco river and Chesapeake bay.

SEC. 4. *And be it further enacted*, That the sum of twelve thousand dollars, of any unappropriated money in the treasury, be paid and applied, under the direction of the Secretary of War, to deepen the harbor or waters at the mouth of the Susquehanna river.

Mouth of the Susquehanna river.

SEC. 5. *And be it further enacted*, That the Secretary of War is hereby authorized and required to detail three engineers, whose duty it shall be to examine all bridges now erected, or in process of erection, across the Ohio river, and to report whether, in their opinion, such bridges, or any of them, as now constructed, or proposed to be constructed, do or will interfere with the free and safe navigation of said river; and if they do or will so interfere, to report also what extent of span and elevation above water will be required to prevent obstruction to navigation, and their estimate of the cost required to change such bridges now built, or being built, to such width of span and elevation above the water as will prevent obstruction to navigation, such report to be made and communicated to the next session of Congress.

Engineers to examine all bridges across the Ohio river, and report if navigation is obstructed thereby, &c.

APPROVED, July 11, 1870.

CHAP. CCXLI. — *An Act making Appropriations for the Service of the Post-Office Department during the fiscal Year ending June thirtieth, eighteen hundred and seventy-one.* July 11, 1870.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following sums be, and the same are hereby, appropriated for the service of the Post-Office Department for the year ending June thirtieth, eighteen hundred and seventy-one, out of any moneys in the treasury arising from the revenues of the said department, in conformity to the act of the second of July, eighteen hundred and thirty-six:—

Appropriations for Post-Office Department, 1836, ch. 270. Vol. v. p. 80.

For transportation of the mail inland, including pay of mail messengers, route agents, mail route agents, local agents, postal railway clerks, and baggage masters, thirteen million five hundred and six thousand eight hundred and ninety-three dollars.

Inland mails.

For transportation of the foreign mail, four hundred and eighty thousand dollars.

Foreign mails.

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

In Re: Rhode Island Fast Ferry, Inc.

Docket No. D-13-51

PRE-FILED REBUTTAL TESTIMONY OF MARC TILLSON

Building Official

Town of New Shoreham

1 1. Q. Please state your name.

2 A. Marc A. Tillson.

3

4 2. Q. Are you currently an officer of the Town of New Shoreham, Rhode Island?

5 A. Yes.

6

7 3. Q. What office to do you hold?

8 A. I am the duly appointed Building Official of the Town of New Shoreham
9 ("Town").

10

11 4. Q. For what period of time have you held this office?

12 A. I have been the Building Official of the Town for twenty-nine years.

13

14 5. Q. Have you reviewed the Pre-Filed Rebuttal Testimony of Paul Filippi of
15 Bluewater?

16 A. Yes

17

18 6. Q. Do you agree with the Pre-Filed Rebuttal Testimony of Paul Filippi as it pertains
19 to the ability of the Town to regulate the upland?

20 A. No. The Pre-Filed Rebuttal Testimony of Paul Filippi demonstrates a clear lack of
21 understanding of the permitting process and the jurisdiction of the Town to regulate the upland
22 i.e. areas of land above the mean high-water mark. As discussed in my Pre-Filed Direct
23 Testimony and in the Pre-Filed Rebuttal Testimony of the former Town Manager, the Town has

1 the ability to enforce its zoning laws and to require the appropriate permit(s) in matters
2 pertaining to the construction of the East Breakwater Docking Facility which are located in the
3 upland. This is true irrespective of design.

4

5 7. Q. Do you agree with the Pre-Filed Rebuttal Testimony of Paul Filippi with respect
6 his characterization of what transpired during the CRMC assent process for the Ballards Wharf
7 Realty, LLC eight boat slip marina?

8 A. No. The Town did not intervene or object to that project. In addition, the Town
9 notified CRMC that there were no local approvals required because no activities were to take
10 place on the upland as represented by the applicant Ballards Wharf Realty, LLC.

11

12 8. Q. Do you agree with the Pre-Filed Rebuttal Testimony of Paul Filippi as it pertains
13 to his comments that your testimony pertains solely to design?

14 A. No. As discussed at length in my Pre-Filed Testimony, the proposed walkway of
15 the East Breakwater Docking Facility does not qualify for permitting for construction
16 irrespective of design.

17

18 9. Q. Do you have any other comments regarding the Pre-Filed Rebuttal Testimony of
19 Paul Filippi as it pertains to your Pre-Filed Testimony?

20 A. Yes. My Pre-Filed Testimony demonstrates in detail the other areas where I
21 disagree with Mr. Filippi's Testimony and is incorporated herein by reference.

22

23 10. Q. Does that conclude your testimony?

1 A. Yes.

Marc Tillson,
Building Official, Town of New Shoreham

Subscribed and sworn to before me in New Shoreham, Rhode Island, this ____ day of
February, 2018.

Notary Public:
My commission expires:

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

In Re: Rhode Island Fast Ferry, Inc.

Docket No. D-13-51

AFFIDAVIT OF STEPHEN F. DEL SESTO

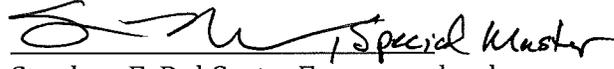
The undersigned, being duly sworn, under oath does depose and state as follows:

I, Stephen F. Del Sesto, am a member of the law firm of Pierce Atwood LLP and am an attorney licensed to practice law in the State of Rhode Island. By Order of the Rhode Island Superior Court dated May 5, 2017, *nunc pro tunc* as of April 26, 2017, copy of which is attached, I am the Special Master of Ballard's Inn Realty, LLC ("Ballard's Inn Realty"), Manisses Restaurant, Inc. , 251 Spring Street, LLC and Overlook Realty, LLC.

To my knowledge, Ballard's Inn Realty is the entity which owns the land in New Shoreham referenced as AP 7, Lot 23. In my capacity as Special Master, I am charged with overseeing and supervising the ordinary course business operations of all the listed entities, including Ballard's Inn Realty. In addition, Ballard's Inn Realty must obtain my permission to engage in any transaction that is outside of the ordinary course of business or to enter into any agreement regardless of whether such agreement is within the ordinary course of business.

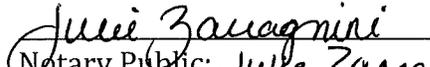
I have reviewed the Pre-Filed Rebuttal Testimony of Paul Filippi which was submitted in the above-referenced matter. In this regard, I have had only a few, at most three to four, very limited, general conversations with Mr. Paul Filippi regarding the proposed dock project. During one or two of those conversations with Mr. Paul Filippi, I was shown some documentation regarding this project; however, I have expressly refused to receive any documentation. As Special Master of Ballard's Inn Realty, I have not taken any substantive position regarding this project and I have not come to terms with Bluewater or Mr. Paul Filippi on even a preliminary basis as to whether or not Ballard's Inn Realty would provide any of the consents required for the docking facility to be constructed. It is unclear to me from the testimony as to whether Mr. Paul Filippi's statement to the Division that he has authority to proceed with the dockage permitting process is referring to any alleged authority given by me as Special Master. However, to the extent that Mr. Paul Filippi's statement to the Division that he has authority to proceed with the dockage permitting process is referring to any alleged authority given by me as Special Master that statement is not accurate because, as stated above, as Special Master of Ballard's Inn Realty I have not granted or communicated any permission or authority to Mr. Paul Filippi or Bluewater with regard to any aspect of Bluewater's use of Ballard's Inn Realty's property for any purpose nor have any representations been made in that regard. I, as Special Master, have not given any authority to any person or entity to proceed with the dockage permitting process. Further, it is my position that formal Court approval

would be required in order for me to give any such authority, permission or consent and I have never sought any such formal Court approval.

 Special Master

Stephen F. Del Sesto, Esq. as and only
As Special Master for Ballard's Inn
Realty, LLC, and not individually

Subscribed and sworn to before me in Providence, Rhode Island, this 16th day of February, 2018.


Notary Public: Julie Zaccagnini
My commission expires: 4/7/2018

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

WASHINGTON, SC.

SUPERIOR COURT

STEVEN FILIPPI,

Plaintiff,

v.

BLAKE FILIPPI and PAUL FILIPPI,

Defendants,

C.A. No. WC/KB-2017-0202

251 SPRING STREET, LLC,
BALLARD'S INN REALTY, LLC,
MANISSES RESTAURANT, INC.
OVERLOOK REALTY, LLC,
and MARION FILIPPI,

Relief Defendants.

**ORDER JOINING RELIEF DEFENDANTS AND
APPOINTING SPECIAL MASTER BY CONSENT**

This matter came on to be heard before the Court for hearing on April 26, 2017, Justice Brian A. Stern presiding, on Plaintiff's Motion for Temporary Restraining Order and Petition for the Appointment of a Special Master. After hearing thereon and for cause shown and by agreement of the parties, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. Steven Filippi, Blake Filippi and Paul Filippi (the "Parties") are the owners of Manisses Restaurant, Inc. which is the operating company for the Manisses hotel, restaurant and special event business ("Manisses").
2. Steven Filippi, Blake Filippi and Paul Filippi are the owners of 251 Spring Street, LLC which owns the land and buildings where Manisses is located.

3. The Parties individually and as trustees, along with their mother Marion Filippi, are the owners of Ballard's Inn Realty, LLC which owns the property on which Ballard's restaurant/bar, hotel and special event business ("Ballard's") is located.

4. The Parties individually and as trustees, along with their mother Marion Filippi, are the owners of Overlook Realty, LLC which owns the Overlook, a seasonal hotel used almost exclusively for employee housing ("Overlook").

5. Marion Filippi is the sole owner of Shoreham, Inc. which is the operating company that runs Ballard's and the Overlook. Shoreham, Inc. supplies the employees and bookkeeping services for the Manisses.

6. Marion Filippi is a necessary party to this litigation insofar as Shoreham, Inc. has provided bookkeeping services and is in control of certain financial records that the Special Master may wish to review. Marion Filippi stipulates that she is a party to this lawsuit solely for purposes of voluntarily making herself subject to the jurisdiction of this Court, and, for purposes of this Special Mastership proceeding, she waives any right to challenge this Court's jurisdiction over her.

7. The Parties, as the owners of 251 Spring Street, LLC and Manisses Restaurant, Inc., stipulate that 251 Spring Street, LLC and Manisses Restaurant, Inc. shall be added as Relief Defendants to this litigation pursuant to this Order.

8. The Parties, together with Marion Filippi, as the owners of Ballard's Inn Realty, LLC and Overlook Realty, LLC stipulate that Marion Filippi, Ballard's Inn Realty, LLC and Overlook Realty, LLC shall be added as Relief Defendants to this litigation pursuant to this Order.

9. It is agreed by and among the Parties and the Relief Defendants that Stephen F. Del Sesto, Esq. of Donoghue Barrett & Singal, P.C. is hereby appointed Special Master and Examiner (“Special Master”) of Manisses Restaurant, Inc., 251 Spring Street, LLC, Ballard’s Inn Realty, LLC and Overlook Realty, LLC (“Subject Entities”) and in such capacity shall have the powers as are provided herein.

10. Subject to the oversight and supervision of the Special Master or further order of the Court, the Subject Entities may continue operations and to transact business in the ordinary course. The Special Master shall be periodically provided (at a frequency determined by the Special Master) with any and all daily reports, financial and other records and reports of or related to the Subject Entities. Further, the Subject Entities shall obtain the permission of the Special Master to engage in any transaction that is outside of the ordinary course of business or, excluding reservations, any contracts entered into by any of the Subject Entities regardless of whether such contract is within the ordinary course of business.

11. Steven Filippi shall continue to act as the general manager of Manisses hotel, restaurant and special event business unless directed otherwise by the Special Master.

12. The Special Master shall evaluate the financial and corporate records of the Subject Entities and, subject to the terms and restriction set forth in Paragraph 14, the books and records provided by Marion Filippi related to Shoreham, Inc. and shall report to the Court regarding the condition and completeness of the financial and corporate books and records provided and any other financial or other matters that the Special Master deems important regarding the Subject Entities and/or, to the extent related to the operations of the Subject Entities, Shoreham, Inc. within ten (10) days of this appointment.

13. The Special Master shall have full and complete access to all of the financial and other books and records of the Subject Entities and to all other information relating to their assets and property(ies), and to any transfers of or in respect to the same or as to any interest therein, and to any debts, liabilities, operations and businesses, and he may interview any parties in this action and/or any third parties in connection with his work, inquiries and examinations, including but not limited to 251 Spring Street, LLC, Ballard's Inn Realty, LLC, Overlook Realty, LLC and Shoreham, Inc. and any of their directors, officers, managers and employees.

14. It is agreed by Marion Filippi, as sole owner of Shoreham, Inc., that the Special Master shall have full and unfettered access to the books and records of Shoreham, Inc. Notwithstanding the foregoing, it is understood with respect to Shoreham, Inc., although the Special Master shall have access to the books and records of Shoreham, Inc., the Special Master shall share any information relating to Shoreham, Inc. only with the Court, or otherwise pursuant to court order.

15. Upon completion of his examination, the Special Master shall report to the Court regarding his findings to that point and his associated recommendations with regard to the day to day management of the Subject Entities within ten (10) days of this appointment.

16. At any point, including prior to such hearing, the Special Master shall have the right to request that the Special Master's powers be expanded, that additional relief defendants be added or that this order otherwise be modified or enforced.

17. The Special Master is authorized, without further application to this Court, to employ a certified public accountant or other appropriate and qualified financial analyst(s) and the firm, if any, associated with such a person to assist the Special Master in carrying out his duties as set forth herein. The Special Master shall provide notice to all parties in interest or their counsel

of the identity of such an accountant or other analyst and his or her associated firm, and shall provide an estimate of the reasonably projected fees, costs and expenses to be incurred for such services through the date of the hearing.

18. The Parties and Relief Defendants shall cooperate fully with the Special Master in the performance of his duties described above.

19. The Special Master and any CPA or firm he retains will have access to confidential information of Manisses Restaurant, Inc., 251 Spring Street, LLC, Ballard's Inn Realty, LLC, Overlook Realty, LLC and Shoreham, Inc. They shall keep said information confidential and shall not disclose said information other than to the Court in filing any report or as is otherwise necessary for the Special Master to comply with this order. The Court, upon reviewing said report, shall make a determination as to what, if any of the information deemed confidential, shall be released. The Court's determination shall include a separate determination of what, if any, information related to Shoreham, Inc. shall be made available to anyone other than Marion Filippi.

20. The Special Master is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Special Master's discretion may be desirable or necessary to comply with this Order and discharge his duties hereunder.

21. The Special Master shall continue to discharge said Special Master's duties and trusts hereunder until further order of this Court; that the right is reserved to the Special Master and to the parties hereto to apply to this Court for any other or further instructions to said Special Master and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

22. This Court finds that the designation of the aforescribed person for appointment as Special Master is warranted and required because of said Special Master's specialized expertise and experience.

23. During the months of May, June, July, August and September 2017 the Court requires the Special Master to submit monthly reports and requests for fees to this Court.

24. All costs, fees and expenses associated with the Special Master and/or any accountant or analyst shall be equitably allocated among the Relief Defendants and Shoreham, Inc. in the manner agreed to by the Parties and Relief Defendants or, absent such agreement, as determined by the Court.

25. The appointment of the Special Master shall not stay the underlying proceedings or any aspect thereof including, but not limited to, any and all outstanding discovery or dispositive motions.

26. The Parties agree that this Order does not constitute a waiver or relinquishment of any of the Parties' positions, arguments, claims, counterclaims, causes of action, remedies and/or defenses in *Marion Filippi and Steven Filippi v. Blake Filippi and Paul Filippi*, C.A. No. WC/KB- 2016-0627 ("2016 Litigation") and that all issues and rights of the Parties are specifically preserved.

27. Counsel's Representation of the various Relief Defendants is not intended to be and should not be construed as determinative or persuasive of any issue that was brought or could be brought in this action or in the 2016 Litigation.

28. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

29. The entry of this Order shall be *nunc pro tunc* as of April 26, 2017.

STEVEN FILIPPI and MARION FILIPPI

By Their Attorneys,

PARTRIDGE SNOW & HAHN LLP

/s/ Jeffrey Gladstone

Robert K. Taylor (#6514)
Jeffrey H. Gladstone (#3286)
40 Westminster Street, Suite 1100
Providence, RI 02903
(401) 861-8200 / (401) 861-8210 FAX
rkt@psh.com
jhg@psh.com

MANISSES RESTAURANT, INC.,
251 SPRING STREET, LLC, BALLARD'S
INN REALTY, LLC, OVERLOOK
REALTY, LLC, BLAKE FILIPPI
and PAUL FILIPPI,

By Their Attorneys,

BIANCHI & BROUILLARD, P.C.

/s/ Stephen Brouillard

Stephen J. Brouillard (#6284)
Theresa L. Sousa (#7745)
56 Pine Street, Suite 250
Providence, RI 02903
(401) 223-2990 / (877) 548-4539 FAX
sbrouillard@bbirilaw.com
tsousa@bbirilaw.com

ENTER:


Brian P. Stern
Associate Justice

Stern, J.

DATED: May 5, 2017

PER ORDER:

/s/ Carin Miley

Clerk

5/5/17

CERTIFICATE OF SERVICE

I hereby certify that, on the 2nd day of May, 2017:

I filed and served this document through the electronic filing system on the following:

Stephen J. Brouillard, Esq., BIANCHI & BROUILLARD, P.C.
Theresa Sousa, Esq., BIANCHI & BROUILLARD, P.C.
Jeffrey H. Gladstone, Esq., PARTRIDGE SNOW & HAHN, LLP
Robert K. Taylor, Esq., PARTRIDGE SNOW & HAHN, LLP

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

I served this document by emailing a copy of same to the following:

The document electronically served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

I mailed or hand-delivered this document to the attorney for the opposing party and/or the opposing party if self-represented, as follows:

/s/ Stephen Del Sesto _____

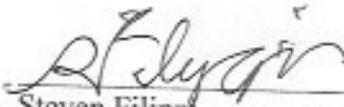
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AFFIDAVIT OF STEVEN FILIPPI

Steven Filippi, being duly sworn, declares and states as follows:

1. I am over the age of 21 and of sound mind.
2. I am a member of Ballard's Wharf Realty, LLC.
3. It is my understanding that the current manager of Ballard's Wharf Realty,

LLC is Blake Filippi, as reflected in the company's publicly filed annual report dated November 3, 2017. I have received no notice of a meeting of Ballard's Wharf Realty, LLC or any documentation relating to any change in the manager since the November 3, 2017 filing.



Steven Filippi

STATE OF RHODE ISLAND
COUNTY OF Providence

On this 9th day of February, 2018, before me, the undersigned notary public, Steven Filippi personally appeared, personally known to the notary to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his belief.



Notary Public
My Commission Expires: 6/29/2021
Notary Identification No.: 18206

