

**INTERMUNICIPAL AGREEMENT ORDINANCE**  
**By and Between**  
**TOWN OF EAST GREENWICH, RHODE ISLAND**  
**And**  
**TOWN OF COVENTRY, RHODE ISLAND**  
**Regarding**  
**CROMPTON MEADOWS - STORMWATER DRAINAGE**

WHEREAS, CROMPTON MEADOWS, LLC, a Rhode Island corporation with a principal office located at 128 Dorrance Street, Suite 300, Providence, RI 02903 (the “Developer”), desires to construct a condominium development of 80 dwelling units (the “Development”) on land currently shown as Lot 11.1 on Plat 8 of the Coventry Tax Assessor (the “Coventry Land”) and also on land currently shown as Lot 25 on Plat 13 of the East Greenwich Tax Assessor (the “East Greenwich Land”) and the Coventry Land and East Greenwich Land are sometimes collectively referred to herein as the “Development Land”; and

WHEREAS, all of the usable frontage for the Development will be located on the East Greenwich Land, and Crompton Road is an East Greenwich public road, but all of the dwelling units will be located on the Coventry Land; and

WHEREAS, the Town of East Greenwich and the Developer have previously entered, as of November 6, 2017, into a settlement agreement regarding the Master Plan review stage of the Development Land by the Coventry Planning Commission (the “Settlement Agreement” a copy of which is attached hereto and incorporated by reference), which Settlement Agreement provided in part that East Greenwich would waive review of the Development by its Planning Board in return for certain changes to the plans, payment of partial impact fees, and off-site public improvements in the form of a sidewalk along Crompton Road; and

WHEREAS, the Developer has now submitted an application to the Coventry Planning Commission for Preliminary Plan Approval for the Development; and

WHEREAS, East Greenwich has concerns about the design of the stormwater drainage system (the “System”) that concentrates the storage of such stormwater on the East Greenwich Land, and that failure in design or failure to maintain the System will result in discharge of excess stormwater onto the East Greenwich Land, onto Crompton Road and beyond, resulting in a public safety hazard and possible violation of US EPA regulations by the Town; and

WHEREAS, East Greenwich has further concerns that System failure will require East Greenwich to expend public funds to correct such System failure, in order to protect the public health, safety, and welfare of East Greenwich residents and the public at large traveling on Crompton Road, and that the only way to recover such public funds will be to bring a lawsuit in Rhode Island Superior Court against the 80 unit owners and the condominium association; and

WHEREAS, if the Development, including the individual condominium units were otherwise located within the borders of East Greenwich, East Greenwich would have the legal authority to place a lien on each of the condominium units, as well as the common area of the condominium association, for the recovery of such East Greenwich public funds; and

WHEREAS, the Rhode Island General Assembly has enacted the “Interlocal Cooperation Act” at chapter 45-40.1 of the Rhode Island General Laws which provides, in part, that “[a]ny power or powers, privileges, or authority, exercised or capable of exercise by a public agency of this state, may be exercised and enjoyed jointly with any other public agency.” R.I.G.L. section 45-40.1-4(a). “Public agency” for purposes of the statute includes “any political subdivision of this state.” R.I.G.L. section 45-40.1-3(a). So long as a town is “capable of exercise[ing ]” a specific power, then, it may grant another town the authority to exercise the same provided that an agreement is made pursuant to the State statute and the governing bodies take appropriate action by ordinance. R.I.G.L. section 45-40.1-4(b)(2); and

WHEREAS, Section C-4 of the Town of East Greenwich Charter provides that “[t]he Town may enter into contracts or cooperative agreements with . . . any political subdivision [of the state], for the performance of any service, the use of any facilities, the combination of services and/or functions, and the financing thereof;” and

WHEREAS, Section 1.06 of the Town of Coventry Charter states that “[t]he town may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states, civil division, or agencies thereof;”

**NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:**

1. Authority to Lien Coventry Land. The Town of Coventry hereby authorizes the Town of East Greenwich, acting by and through its Director of Public Works, to place a lien in the Coventry land evidence records on all of the property in the Development within the Town of Coventry, both as to any condominium association and all of the individual unit owners therein, to cover the cost of any actions by East Greenwich to maintain, repair or restore the System, and any consequential damages resulting from any failure of the system. Notwithstanding anything herein to the contrary, East Greenwich shall have no obligation pursuant to this Agreement to undertake any System repairs or maintenance on either the East Greenwich Land or the Coventry Land than it would otherwise by law have with respect to the East Greenwich Land.
2. Condominium Document Review. The Town of Coventry hereby authorizes the Town of East Greenwich, acting by and through its Town Solicitor and Director of Public Works, to review and approve the Development’s condominium documents, including without limitation the public offering statement, bylaws, budget, and the System maintenance plan, for the sole purpose of ensuring that the duty to maintain the System is sufficiently set forth, and that sufficient funds are allocated within the budget to maintain the System.
3. Appurtenant to the Coventry Land. This Agreement, following adoption by both East Greenwich and Coventry, shall be recorded in the land evidence records of both East Greenwich and Coventry, and shall run with the Coventry Land to all heirs, successors, and assigns of the Coventry Land.

4. Term and Termination. This Term of this Agreement shall be for ninety-nine (99) years from the date of the later of the adoption by either East Greenwich or Coventry, unless earlier terminated by the mutual agreement of East Greenwich and Coventry town councils.

IN WITNESS WHEREOF, the Parties have executed and agree to be bound by the terms and conditions of this Addendum as of the day and date first below written.

**TOWN OF EAST GREENWICH**

ATTEST: This Agreement was duly adopted as an uncodified ordinance by the East Greenwich Town Council at its meeting of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Leigh Carney, Town Clerk

**TOWN OF COVENTRY**

ATTEST: This Agreement was duly adopted as an uncodified ordinance by the Coventry Town Council at its meeting of \_\_\_\_\_, 2019.

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

**CROMPTON MEADOWS, LLC**

Acknowledged and agreed to:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

**RHODE ISLAND ATTORNEY GENERAL**

Approved as to form pursuant to R.I.G.L. 45-40.1-4(f):

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_