



**REGARDING THE COASTAL RESOURCES MANGEMENT COUNCIL
ADOPT-AN-ACCESS PROGRAM**

**A MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COASTAL RESOURCES MANAGEMENT COUNCIL
AND
THE TOWN OF MIDDLETOWN
AND
MIDDLETOWN COASTAL ACCESS
ALLIANCE, INC.**

SECTION I

The Rhode Island Coastal Resources Management Council (CRMC), the Town of Middletown, and the Middletown Coastal Access Alliance, Inc. ("the "Parties") agree to cooperate in the implementation of the CRMC Adopt-An-Access Program ("Program"). The Program shall be implemented in accordance with RI General Law Chapter 46-23 and the Rhode Island Coastal Resources Management Program (RICRMP). The Parties agree to fulfill their responsibilities under this Memorandum of Understanding (MOU) to the Adopt-An-Access site ("Site") indicated herein:

CRMC ROW Y-03 – Shore Drive
CRMC ROW Y-05 – South East Esplanade
CRMC ROW Y-06 – Taggarts Ferry Road
CRMC ROW Y-07 – Kingfisher Avenue
CRMC ROW Y-09 – West End Purgatory Road
CRMC ROW Y-10 – Shore Drive (Lot 107)

SECTION II

The CRMC agrees to assume primary responsibility for the implementation and operation of the Program, including but not limited to serving as the Program Administrator. As per RIGL Chapter 46-23-7.4 the CRMC shall assume primary responsibility to prosecute violations related to blocking or posting at CRMC designated rights-of-way. The Town of Middletown agrees to assume primary responsibility for the Site's maintenance, including designating tasks necessary to ensure continuous and safe public access to the shore to Middletown Coastal Access Alliance, Inc., according to each Site's conditions. The Town of Middletown shall assume the primary responsibility for installing signage as specified under the CRMC Letter of Permission associated with this MOU. In the case of replacing damaged or lost signage, a Party shall only be responsible to replace signage as specified in the Letter of Permission associated with this MOU. The Town of Middletown shall be covered by the limited liability protections of RIGL Chapter 32-6-5(b) regarding public use of private lands. **Middletown Coastal Access Alliance, Inc. agrees to monitor the Site at least once a month and maintain a written record concurrent with each monitoring event that at a minimum describes the conditions, problems, and activities at the Site.** Middletown Coast Access Alliance, Inc. also agrees to perform the following task related to the continuous and safe public use of the site:

- Conduct at a minimum, two annual clean-up events
- Coordinate trash removal with the Town of Middletown
- Compile biannual reviews and provide to the Middletown Town Council and CRMC
- Communicate and work with the Town of Middletown regarding site maintenance, improvements, and reporting potential or actual problems.

SECTION III

It is the understanding of all Parties that this Memorandum of Understanding may be amended or modified at any time if mutually agreed to in writing by the Parties. Such written amendments or modifications shall be deemed to be incorporated in this Memorandum of Understanding and shall be executed by the Parties in the same manner as set forth below. Notwithstanding anything herein to the contrary, this Agreement may be terminated by any Party upon six months notice to the other Parties hereto. Notwithstanding anything herein to the contrary, this Memorandum of Understanding may be terminated by any Party upon six months notice to the other Parties hereto.

Jeffrey M. Willis, CRMC Executive Director
Coastal Resources Management Council

Date

Shawn J. Brown, Town Administrator
Town of Middletown

Date

Melissa Welch, President
Middletown Coastal Access Alliance, Inc.

Date