

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

MILES-UN-LIMITED, INC., ALDOS
MOPEDS, INC., and THE MOPED MAN

v.

RI Civil No. 95-CV-326B
NH Civil No 1:95-CV-356 JRM
(Appeal Pending Before
First Circuit 97-1572)

TOWN OF NEW SHOREHAM, MARY
JANE BALSER, EDWARD F. MCGOVERN,
KIMBERLY GAFFETT, ANTHONY EDWARDS,
MARTHA HALL, EVERETT LITTLEFIELD
and SUSAN SHEA

SETTLEMENT AGREEMENT

1. The Town Council agrees to amend the existing ordinance to provide for thirty-four (34) mopeds per licensee as a condition precedent to the remaining promises set forth in this agreement.

2. The Town agrees it will not amend the Ordinance insofar as the number of mopeds a licensee may rent is concerned and the moped owners agree to abide by the Ordinance for a five (5) year period beginning with 1 August 1997.

3. Both parties waive their right to petition the General Assembly to pass legislation regarding the regulation of mopeds on Block Island during the aforementioned five (5) year period.

4. The parties agree to abide by this agreement regardless of any action by the legislature to the extent permitted by law during the aforementioned five (5) year period.

5. Plaintiffs agree to dismiss their appeal pending in the First Circuit and to release their state law claim, upon the enactment of the Ordinance referred to in paragraph 2 above.

6. The parties agree that by virtue of this settlement agreement they are not prevailing parties under the attorneys' fees and costs provisions of 42 U.S.C § 1988 and/or any other

federal or state statutes. The Town and the defendants agree not to pursue their previously filed bill of costs. Provided, however, that the parties reserve their rights to seek all claims for attorneys' fees and costs in the event of noncompliance with this agreement or subsequent court Orders.

7. The parties agree that they will seek the entry of an Order by a Court of competent jurisdiction merging this settlement agreement with a Court Order for purposes of good faith enforcement. The parties agree that any subsequent Order will not vacate, amend, change or alter the existing judgment.

8. The parties agree to execute all necessary releases.

Miles-Un-Ltd.,
By a duly authorized
representative,

Aldos Mopeds, Inc.,
By a duly authorized
representative,

Dana A. Hagopian President

Lawrence

Finnimore & Fisher, Inc.
By a duly authorized
representative,

Ocean State Bikes, Inc.
By a duly authorized
representative,

Tom Pres

Caroline Pres

M & J Transportation, Inc.
By a duly authorized
representative,

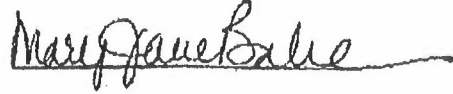
The Moped Man, Inc.
By a duly authorized
representative,

John R. Leone Pres

William N. Brown Jr

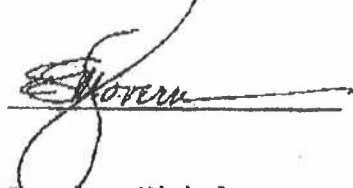
Town of New Shoreham
By a duly authorized
representative,

Mary Jane Balser
Finance Director



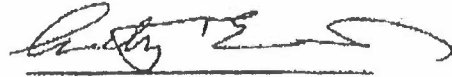
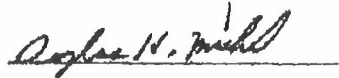
Edward F. McGovern, Jr.

Kimberly Gaffett



Douglas Michel

Anthony Edwards

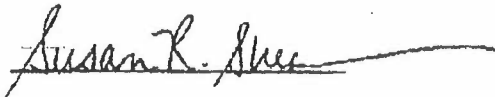


Martha Ball

Everett Littlefield



Susan Shea



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DATE: 6-10-13 TIME: 11:30
BY: FIONA FITZPATRICK TOWN CLERK

TOTAL P. 03

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

MILES-UN-LTD., INC.; ALDO'S MOPEDS, INC.;
FINNIMORE & FISHER, INC.; OCEAN STATE BIKES,
INC. AND M & J TRANSPORTATION, INC. AND THE
MOPED MAN, INC.

vs.

RI CIVIL No. 95-CV-326B
NH CIVIL No. 1:95-CV-356-JRM

TOWN OF NEW SHOREHAM, MARY JANE BALSER,
EDWARD F. MCGOVERN, KIMBERLY GAFFETT,
ANTHONY EDWARDS, MARTHA BALL AND EVERETT
LITTLEFIELD AND SUSAN SHEA

EXTENSION OF SETTLEMENT AGREEMENT

1. The parties to the Settlement Agreement in the above-entitled matter, attached hereto as Exhibit "A," mutually agree that the term of the Settlement Agreement shall be extended for an additional five years from August 1, 2017 to July 31, 2022, and that they shall continue to be bound by all other terms of the Settlement Agreement until such time as this Extension of Settlement Agreement shall expire.
2. The parties to this Extension of Settlement Agreement further agree that the Town of New Shoreham ("the Town") may enact a reasonable ordinance regulating the carrying of persons as passengers seated behind drivers of mopeds which is reasonably calculated to prevent the carrying of such persons who, by reason of age and physical characteristics, are unable to be safely carried as passengers on mopeds because they cannot reach the foot pegs and/or hold onto the driver.
3. Each Plaintiff shall, on or before December 1st of each year of the term of this Extension of Settlement Agreement, pay the sum of twenty dollars (\$20.00) per moped, motorized bicycle, motor scooter and motorized tricycle to Block Island Health Services, Inc.
4. Each Plaintiff shall, on or before December 1st of each year of the term of this Extension of Settlement Agreement, pay the sum of twenty dollars (\$20.00) per moped, motorized bicycle, motor scooter and motorized tricycle to the Block Island Volunteer Fire and Rescue.
5. The provisions of paragraph numbered 2 above, shall not be construed as a waiver of the Plaintiffs' rights to challenge the enactment of any ordinance other than that referenced in

paragraph numbered 2 above, which seeks to regulate rental mopeds beyond the specifically enumerated powers delegated to the Town in R.I.G.L. §31-19.3-5.

- 6. The plaintiffs shall use only synthetic motor oil in every moped, motorized bicycle, motor scooter and motorized tricycle that contains a two-stroke engine.
- 7. There shall be conspicuously displayed on every moped, motorized bicycle, motor scooter and motorized tricycle a sticker or sign which states: "Town ordinance-No use of horn is permitted except as a warning of danger or as provided in the vehicle code. Fines up to \$500."

MILES-UN-LTD., INC.,
by a duly authorized representative,

Dana A Hagopian
PRESIDENT 9-30-17

ALDO'S MOPEDS, INC.,
by a duly authorized representative,

[Signature] PMS

FINNIMORE & FISHER, INC.,
by a duly authorized representative,

[Signature] 10/10/17

OCEAN STATE BIKES, INC.,
by a duly authorized representative,

Paul J. Luppi 10/12/17

THE MOPED MAN, INC.,
by a duly authorized representative,

[Signature]

TOWN OF NEW SHOREHAM,
by a duly authorized representative,

Kenneth C. Lucast

Dated as of July 31, 2017.

paragraph numbered 2 above, which seeks to regulate rental mopeds beyond the specifically enumerated powers delegated to the Town in R.I.G.L. §31-19.3-5.

- 6. The plaintiffs shall use only synthetic motor oil in every moped, motorized bicycle, motor scooter and motorized tricycle that contains a two-stroke engine.
- 7. There shall be conspicuously displayed on every moped, motorized bicycle, motor scooter and motorized tricycle a sticker or sign which states: "Town ordinance-No use of horn is permitted except as a warning of danger or as provided in the vehicle code. Fines up to \$500."

MILES-UN-LTD., INC.,
by a duly authorized representative,

Dana Hagopian
PRESIDENT 9-30-17

ALDO'S MOPEDS, INC.,
by a duly authorized representative,

[Signature] PRES

FINNIMORE & FISHER, INC.,
by a duly authorized representative,

[Signature] 10/10/17

OCEAN STATE BIKES, INC.,
by a duly authorized representative,

Paul J. Luppi 10/12/17

THE MOPED MAN, INC.,
by a duly authorized representative,

Wilbur A. Brown

TOWN OF NEW SHORHAM,
by a duly authorized representative,

Leanne J. Gault

Dated as of July 31, 2017.

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