

RHODE ISLAND ETHICS COMMISSION

Advisory Opinion No. 2026-4

Approved: March 24, 2026

Re: Scott Sunderland

QUESTION PRESENTED:

The Petitioner, who is considering accepting an appointment to an unexpired term on the Chariho School Committee and later seeking election to a full term on the school committee, who in his private capacity owns and operates S&S Landscaping, requests an advisory opinion regarding whether, if he accepts the appointment and later is elected to the school committee, he will be prohibited by the Code of Ethics from continuing to perform landscape maintenance and snow removal services for the Chariho School District, which he has done since 1999.

RESPONSE:

It is the opinion of the Rhode Island Ethics Commission that the Petitioner, who is considering accepting an appointment to an unexpired term on the Chariho School Committee and later seeking election to a full term on the school committee, who in his private capacity owns and operates S&S Landscaping, will not be prohibited by the Code of Ethics from continuing to perform landscape maintenance and snow removal for the Chariho School District, which he has done since 1999, as a replacement and/or elected school committee member for the duration of his current contract. However, upon the expiration of his current contract, the Petitioner likely will be prohibited from accepting appointment by the school committee to provide landscape maintenance and snow removal services for the school district for the duration of his service on the school committee and for a period of one year following his severance from that position.

The Petitioner owns and operates S&S Landscaping. He states that he has regularly contracted with the Chariho School District to provide landscaping and snow removal services since 1999. The Petitioner further states that the properties he services for the school district include the high school's main campus in the Town of Richmond and each of the elementary schools in the towns of Charlestown, Richmond, and Hopkinton. He represents that his current contract is for a period of three years, with an option for a two-year extension, which he is currently in. The Petitioner explains that the two-year extension period for the landscaping portion of the current contract will expire on December 2, 2026, while the snow removal portion of the same contract will expire in the Spring of 2027. The Petitioner states that the Chariho School Committee will soon have a vacancy due to the

voluntary departure of one its members from Hopkinton. He adds that the Hopkinton Town Council will be tasked with appointing a replacement for the departing member, pending the next election for school committee members in November 2026. The Petitioner represents that he is a Hopkinton resident and was asked by both the departing school committee member and a member of the town council whether he would be interested in filling the upcoming vacancy on the school committee. The Petitioner, who currently serves as a member of the Chariho Building Committee,¹ states that he would like to serve on the school committee, provided that the Code of Ethics would not prohibit him from continuing to provide the services under his current contract with the school district and from bidding in the future to provide those services.

The Petitioner represents that the school district's finance director and head of maintenance create the Request for Proposal (RFP) in connection with the search for a landscape contractor for the school district. He adds that the finance director and head of maintenance then review the bids and select a candidate to present for the school committee's approval. The Petitioner states that if he is appointed, and later elected, to the school committee, he would recuse from participation in any and all discussions and decision-making with regard to the selection of a landscape contractor for the school district for which he intends to submit a bid. It is under this set of facts that the Petitioner seeks advice from the Ethics Commission regarding whether, if he accepts appointment to the school committee, the Code of Ethics would prohibit him from continuing to perform landscape maintenance and snow removal services for the school district first, as a replacement school committee member and, later, in the event that he is elected to the school committee in November 2026.

Performance Under Current Contract

Pursuant to 520-RICR-00-00-1.5.4 Municipal Official Revolving Door (36-14-5014) (Regulation 1.5.4) of the Code of Ethics, no municipal elected official or municipal school committee member, whether elected or appointed, while holding office and for a period of one year after leaving municipal office, "shall seek or accept employment with any municipal agency in the municipality in which said official serves, other than employment which was held at the time of the official's election or appointment to office" For purposes of Regulation 1.5.4, "employment" includes service as an independent contractor, whether as an individual or a principal of an entity performing such service. See Regulation 1.5.4(A)(1).

¹ The Petitioner states that he was appointed to the building committee by the Hopkinton Town Council in late 2024. He adds that his term will expire upon the depletion of the bond funds for which the building committee is responsible, which he anticipates will occur in 2029.

The Ethics Commission has, in the past, allowed municipal public officials to continue to maintain service contracts with the municipalities in which they served pursuant to Regulation 1.5.4, given that the subject employment was held at the time of the official's election to office. See, e.g., A.O. 2008-72 (opining that a towing company owned by an East Providence City Council member could remain on the city's tow list because that employment was held at the time of his election to office); A.O. 2007-03 (opining that a Charlestown Town Council member could retain his part-time employment as a custodian at the Charlestown Senior Center, which he held and maintained prior to his election to the town council).

Here, the Petitioner represents that he would like to accept an appointment to the Chariho School Committee and continue to satisfy his obligation to perform landscaping and snow removal services for the school district pursuant to an existing contract, as he has done for more than 25 years consecutively. He explains that the two-year extension period for the landscaping portion of the existing contract will expire on December 2, 2026, while the snow removal portion of the same contract will expire in the Spring of 2027. Whether during the time of the Petitioner's service on the school committee as an appointed replacement for a departing member or, potentially, as an elected member after November 2026, his performance under the existing contract to provide landscaping and snow removal services to the school district is allowed pursuant to Regulation 1.5.4. Accordingly, based on the facts as represented herein, the relevant provisions of the Code of Ethics, and prior advisory opinions issued, it is the opinion of the Ethics Commission that the Petitioner is not prohibited from continuing to perform under his existing contract as a replacement and/or elected school committee member for the duration of that existing contract.

Seeking a New Contract

Regulation 1.5.4 prohibits a municipal elected official or municipal school committee member, whether elected or appointed, from seeking *new* employment with any municipal agency in the municipality in which the official serves. For example, in Advisory Opinion 2013-37, the Ethics Commission opined that a member of the New Shoreham Town Council, whose recycling business had an existing contract with the town, was prohibited from seeking or accepting any new contracts with the town for the duration of his service on the town council and for a period of one year following the official date of his severance from the town council. See also A.O. 2010-58 (opining that a member-elect of the Providence City Council could continue to provide legal representation to the Providence Water Supply Board in a pending litigation matter, but was prohibited from taking on any new representation of the water supply board or any other Providence agency for the duration of his service on the city council and for a period of one year after leaving office). Regulation 1.5.4 (C) permits the Ethics Commission to authorize exceptions where such exceptions would not create an appearance of impropriety.

Here, Regulation 1.5.4 prohibits the Petitioner from seeking a new contract within the school district while serving on the school committee and for a period of one year after leaving municipal office. Based upon the facts as represented, the Ethics Commission is unable to determine at this time whether or not to authorize an exception that would not create an appearance of impropriety.

In addition to Regulation 1.5.4's prohibitions, the Code of Ethics prohibits an elected or appointed official from accepting any appointment or election that requires approval by the body of which he is or was a member, to any position which carries with it any financial benefit or remuneration, until the expiration of one year following the termination of that person's membership in or on that body. 520-RICR-00-00-1.5.1 Employment from Own Board (36-14-5006) (Regulation 1.5.1).² Under Regulation 1.5.1, the Ethics Commission may approve an exception to the prohibitions outlined therein, provided that the Ethics Commission is satisfied that denial of such appointment or election would create a substantial hardship for the body, board, or municipality.³

The Ethics Commission has considered and applied Regulation 1.5.1 in numerous past advisory opinions. For example, in Advisory Opinion 2016-43, the Ethics Commission

² The legislative aim of the "revolving door" provisions of the Code of Ethics is to ensure that public officials and employees "adhere to the highest standard of ethical conduct, . . . avoid the appearance of impropriety and not use their position for private gain or advantage." See R.I. Const., art. III, sec. 7. "The integrity of our government officials is quintessential to our system of representation." In re Advisory Opinion From the Governor, 633 A.2d 664, 671 (R.I. 1993). In general, "the purpose of revolving-door provisions is to prevent 'government employees from unfairly profiting from or otherwise trading upon the contacts, associations and special knowledge that they acquired'" during their tenure as public servants. Id. (quoting Forti v. New York State Ethics Commission, 75 N.Y.2d 596, 605, 554 N.E.2d 876, 878, 555 N.Y.S.2d 235, 237 (1990)).

³ There is no definition of "substantial hardship" in the Code of Ethics. Therefore, the Ethics Commission determines whether a substantial hardship exists on a case-by-case basis by considering the totality of the circumstances presented. The Ethics Commission has previously considered the following factors in determining whether a substantial hardship existed: whether, after publicly advertising the position, there was a complete absence of applicants or a lack of qualified candidates to fill the position; whether the position required very specific and unique skills and qualifications; whether the board member had been involved in the hiring process or in the drafting of the request for proposals; whether the position had been vacant for a substantial period of time; and whether the employment was a temporary measure or was intended to be permanent. The key issue, however, in determining whether a hardship to a government body exists is not whether the subject candidate is the most qualified candidate among all applicants but, rather, whether other qualified candidates are currently available or may become available through additional advertisement of the posting.

opined that a North Smithfield Planning Board member was prohibited from accepting employment as the town planner, given that the selection process and final decision required the approval of the planning board. See also A.O. 2010-26 (opining that an East Providence Canvassing Authority member could not be hired by the authority as the canvassing authority's administrator); A.O. 2010-24 (opining that a Coventry Housing Authority Board of Commissioners member could not accept employment from the housing authority as its maintenance director); and A.O. 2001-53 (opining that a former Tiverton Town Council member could not accept appointment as the town's fire chief prior to the expiration of one year following the date of his departure from the town council, given that appointment as fire chief required the town council's advice and consent).

Here, the Petitioner states that he would like to bid on future contracts to provide landscaping and snow removal services for the school district once his current extended contract expires. He further states that the finance director and the head of maintenance review the bids and select a candidate to present for the school committee's approval. If the Petitioner is a member of the school committee when a new RFP is posted, his submission of a bid and potential acceptance of a new contract would violate Rule 1.5.1, regardless of his willingness to recuse from participation in consideration of and voting on the matter. Even if the Ethics Commission were to authorize an exception under Regulation 1.5.4 (C) because the Petitioner's activity would not create an appearance of impropriety based on the facts as they exist at that time, absent an additional determination by the Ethics Commission that denying the Petitioner that opportunity would result in a substantial hardship to the Chariho School Committee under Regulation 1.5.1, the Petitioner would be prohibited by the Code of Ethics from seeking and accepting a new contract while on the school committee and for a period of one year following his severance from that position. Such a determination cannot be made at this time given the hypothetical nature of the question.

Accordingly, based on the facts as represented, the relevant provisions of the Code of Ethics, and prior advisory opinions issued, it is the opinion of the Ethics Commission that, due to the absence of facts at this time supporting the application of a hardship exception, it appears likely that if the Petitioner accepts appointment to the school committee, he will be prohibited from accepting a new contract to provide landscape and snow removal services to the school district for the duration of his service on the school committee and for the period of one year following his severance from that position.

Summary

It is the opinion of the Rhode Island Ethics Commission that the Code of Ethics does not prohibit the Petitioner from continuing to perform landscape maintenance and snow removal for the school district for the duration of his current contract, whether as a replacement or duly elected member of the school committee. However, if the Petitioner is elected to the school committee in November 2026, upon the expiration of his current

contract, he likely will be prohibited from accepting appointment by the school committee to provide landscape maintenance and snow removal services for the school district for the duration of his service on the school committee and for the period of one year following his severance from that position. The Petitioner is encouraged to seek further guidance from the Ethics Commission regarding this issue if he is elected to the school committee and wishes to pursue a new contract.

This Advisory Opinion is strictly limited to the facts stated herein and relates only to the application of the Rhode Island Code of Ethics. An advisory opinion rendered by the Commission, until amended or revoked by a majority vote of the Commission, is binding on the Commission in any subsequent proceedings concerning the person who requested the opinion and who acted in reliance on it in good faith, unless material facts were omitted or misstated by the person in the request for the opinion. Under the Code of Ethics, advisory opinions are based on the representations made by, or on behalf of, a public official or employee and are not adversarial or investigative proceedings. Finally, this Commission offers no opinion on the effect that any other statute, regulation, agency policy, ordinance, constitutional provision, charter provision, or canon of judicial or professional ethics may have on this situation.

Code Citations:

520-RICR-00-00-1.5.1 Employment from Own Board (36-14-5006)

520-RICR-00-00-1.5.4 Municipal Official Revolving Door (36-14-5014)

Related Advisory Opinions:

A.O. 2016-43

A.O. 2013-37

A.O. 2010-58

A.O. 2010-26

A.O. 2010-24

A.O. 2008-72

A.O. 2007-03

A.O. 2001-53

Other Related Authority:

R.I. Const., art. III, sec. 7

In re Advisory Opinion From the Governor, 633 A.2d 664 (R.I. 1993)

Keywords:

Contracts

Employment from Own Board

Revolving Door