Date posted: JANUARY 2, 2024 by 4:00 P.M.

All items on this agenda are to be discussed and/or acted upon.

TOWN OF LITTLE COMPTON
TOWN HALL
TOWN COUNCIL CHAMBERS
40 Commons
Little Compton, RI 02837

Live streaming at
https://www.youtube.com/channel/UCNoKeQBPql33aEtqzOXHO9g

MEETING OF JANUARY 4, 2024

AGENDA

6:00 PM – the council may enter into Executive session under RIGL 42-46-5(a)(1) and (a)(2); job performance and potential litigation

• Receive a letter from Larry Anderson expressing his opinion regarding executive session for matter of job performance as it relates to a complaint filed by Peter Bermudez over the deeding of property by the LC Agricultural Conservancy Trust on November 7, signed by A. Michael Steers, Trustee LC ACT.

7:00 P.M.

Salute to the Flag

Announcements:

1. Letters of interest will be accepted until Jan. 18, 2024 at 4PM for the following:
   (1) Conservation Commission member – three year term (Jan. 31st) 2027
   (2) Harbor Commission members – three year term (Feb. 1st) 2027
   (2) Housing Trust – five year term (Jan. 24th) 2029
   (2) Planning Board members – four year term (Feb. 1st) 2028
   (1) Recreation Committee member – three year term (Feb. 1st) 2027
   (1) Tree Warden – annual appointment in January for March 1st

Approval of Minutes – December 21, 2023

Department Head Reports:

1. Police Department – December 2023 Activity Report
2. Town Clerk – December 2023
3. Finance Department – December 2023
Old Business:

1. Acknowledge RI Dept. of Environmental Management decision precluding designated resident parking at the Town Landing.
2. Receive report of two (2) studies sponsored by the van Beuren Charitable Foundation and the LC Community with support from the LC Agricultural Conservancy Trust.

New Business:

1. Set date and time for Annual Financial Town Meeting during the third full week of May as per Section 301 of the LC Home Rule Charter.
2. Letter from Chief Petrin acknowledging the successful completion of a probationary period by Prob. FF Evan Willard and seeking promotion to Third-Class Firefighter effective 27 Dec. 2023.
3. Proposal from the Harbor Commission to have Chapter 9 of the Town Ordinances amended – consider setting a public hearing date
4. Recommendation of the Town Administrator for the purchase of a new truck for Public Works as one current vehicle will not pass inspection.

Board of License Commissioners: none

Communications:

1. Email request from Little Compton Prevention Coalition for funding in FY25 to be increased to $1,000 due to rising costs.

Consent:

1. Copy of a draft Host Community Agreement for the Town of Portsmouth and Southcoast Wind Energy LLC. To be considered by the Town of Portsmouth during a meeting scheduled for Jan. 16, 2024.
3. Announcement from RI State Planning Council of a public hearing to be held Jan. 22, 2024 at Warwick Public Library at 5:30 pm to accept comments on the proposed Public Participation Plan of the RI Metropolitan Planning Organization 2024 Limited Update.

Payment of Bills

Consent Agenda - All items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen so requests in which event the item will be withdrawn from the General Order of business and considered in the normal sequence on the agenda.

All are welcome to any meeting at the town, which is open to the public. Individuals requiring communication assistance or any accommodation to ensure equal participation will need to contact the Town Clerk at 635-4400 not less than 72 hours prior to the meeting.
January 2, 2024

Little Compton Town Council
PO Box 226
40 Commons
Little Compton, RI 02837

RE: Proposed January 4, 2023 executive session to consider Peter Bermudez December 18 “Complaint” concerning Little Compton Agricultural Conservancy Trust member Mike Steers

Dear Town Council Members:

At your December 21, 2023 meeting, the Little Compton Town Council considered a December 18, 2023 letter from town resident Peter Bermudez headed “Subject: Complaint Regarding an Action Performed as Trustee of the Little Compton Agricultural Conservancy Trust [“LCACT” or “Trust” hereafter] on November 7, 2023 by Mr. A. Michael Steers.”

At that meeting, as suggested by Council President Bob Mushen, the Council voted to consider Mr. Bermudez’s complaint in a January 4, 2024 executive session. As I understood the discussion, the Council voted to do so on the assumption that the complaint was directed solely at one LCACT member, Mr. Steers. Hence, as Mr. Mushen explained, the executive session could and would be held under the “job performance” provision of the Open Meetings Act (OMA), Sec. 42-46-5 (a) (1). The Assistant Town Solicitor present suggested that the “litigation” provision of the OMA, Sec. 42-46-5 (a) (2), would also provide justification for considering Mr. Bermudez’s complaint in executive session. As was pointed out by Mr. Mushen, Mr. Steers can require that the matter be discussed in open session under at least the “job performance” provision.

I believe that the Council should reconsider its vote to act on Mr. Bermudez’s letter in executive session, as planned. I don’t think the representations made and the facts included in that brief letter provide any justification at all for any implication, in words used by Mr. Mushen on December 21, that Mr. Steers’s “performance has been found wanting.”
Mr. Bermudez’s “complaint”:

The substance of Mr. Bermudez’s complaint and allegation is based on the fact that Mr. Steers signed a deed on behalf of the Trust on November 7, 2023 conveying to Mr. Dennis Talbot a percentage property interest in a 31-acre lot (the “Anarumo property,” formerly Plat 45, Lot 2) the LCACT and Talbot had purchased from Beverly Anarumo as tenants in common on August 25, 2023. By signing that deed, Mr. Bermudez alleges, Mr. Steers in some form and manner, and apparently in an individual capacity, violated the Trust’s enabling legislation and well as a section of the Trust’s “bylaws.” (Mr. Bermudez is apparently referring to the Trust’s “Standing Rules and Regulations”. See Sec. 4 of the enabling legislation and the rules and regulations at this web link: https://ecode360.com/35273542)

Mr. Bermudez asserts that the “November 7th deed relinquished [emphasis added] interest in property owned by the Trust.” Without citation of any specific language or section of the Trust’s “enabling legislation,” he further asserts that “the Trust does not have the authority of power to relinquish ownership or interest in real property.”

Furthermore, citing Section VII, paragraph 1 of “the Trust’s bylaws,” he alleges that Mr. Steers, apparently on his own, “violated this bylaw.”

That’s the sum and substance of Mr. Bermudez’s letter requesting that the Council “review this action” (that is, Mr. Steer’s role as signatory of the November 7 deed on behalf of the Trust) “and take any appropriate measure to validate the General Assembly legislation and associated bylaws.

Based on the information provided by Mr. Bermudez’s letter, I believe the Council could instead conclude that Mr. Steers’s signature on the deed in fact “validates” the enabling legislation and associated bylaws for a transaction that appears to be clearly “consistent with the purposes of the Enabling Act.” In any case, and perhaps more importantly, Mr. Bermudez’s letter provides no basis whatsoever for singling out Mr. Steers individually for a “review” or investigation of a transaction for which the Trust as a body, including all its members, bears responsibility and for which all the Trustees, none of them lawyers, relied on the guidance and advice of the Trust’s attorney. In fact, Mr. Steers’s signature on the November 7 deed was notarized by and in the presence of the Trust’s attorney, Joseph Marion III. Under such circumstances, Mr. Steers could have no reason to assume that his act of signing the deed could be a violation of the Trust’s legal authority. In any case, singling out Mr. Steers for a review or investigation based on the facts and allegations in Mr. Bermudez’s letter is an entirely prejudicial decision and choice by the Council.

I respect Mr. Bermudez’s right to express his concerns to the Town Council about the activities and procedures of the Trust, which is charged with the responsibility of operating a substantial real-estate business on behalf of the Town and its residents. I likewise respect the Council’s authority to exercise oversight of the Trust, to the extent provided in the enabling legislation, as well as by Home Rule Charter (see Section 412 ["Investigations"]). The Council, it seems to me, has broad discretion and various options in considering Mr. Bermudez’s request. Calling Mr. Steers on the carpet alone in executive session may not be the appropriate first option in responding to that request. For instance, the Council might refer the letter first to the Town
Solicitor with a request to analyze and report on the substance of Mr. Bermudez’s allegations, to determine whether they require further investigation. Separately, or at the same time, the Council might refer the Bermudez letter to the LCACT and/or its own attorney for a response to the allegations, which bear on the activities of all Trust members, not those of Mr. Steers alone.

Mr. Bermudez’s complaint is already a matter of public record. There is no imminent time requirement or deadline for Council action on Mr. Bermudez’s serious allegations against a longtime volunteer town official. The deed in question has been recorded for two months. The unstated implication of the allegations in Mr. Bermudez’s letter is that the November 7 deed is somehow null and void. Any action by the Council to “validate” such a conclusion would cast a legal cloud over Mr. Talbot’s title to the property interests conveyed to him in that deed—interests for which he had paid $200,000. His interests as a private property owner could thus be at stake in any challenge to the validity or legality of the November 7 deed. The Council might consider it wise to meet in executive session to review such considerations as matters of potential litigation. But such a review does not require the presence or participation of LCACT member Mr. Steers alone.

The original August 25, 2023 purchase of the entire, unsubdivided 31-acre Anarumo property by the Trust, in conjunction with a private owner, Mr. Talbot, by means of a tenants-in-common deed, appears to have been an uncustomary means of acquisition by the Trust. In this respect, I’m not surprised that the transaction has raised questions and come under scrutiny. However, the November 7 deed explicitly cites an August 4, 2023 Memorandum of Agreement (MOA) between the Trust and Mr. Talbot, since made publicly available on the Trust’s website, which details the subsequent transactions and steps that would ensue. These included Planning Board approval of the subdivision of the lot into two lots, as well as the granting of separate new deeds to the Trust itself and to Mr. Talbot, for their respective ownership percentages (as specified in the MOA) of the original tenants-in-common purchase. Moreover, that Memorandum preserved, and preserves still, other Trust interests in the property conveyed to Mr. Talbot if he does not or cannot meet certain commitments detailed in the MOA. These include: 1) the Trust’s right to buy back Talbot’s lot at “the original purchase price [i.e., $200,000] plus any expenses incurred in predevelopment,” if he doesn’t receive certain regulatory approvals in timely fashion; and 2) a public right-of-way (described as 15-feet wide in the MOA, but as 20-feet wide in the subdivision that has been approved) “from Old Harbor Road travelling west across” Talbot’s 4.9-acre property to the Trust’s 26-acre lot.

What is the scope of the Trust’s legal authority to convey property interests such as those described in the November 7 deed?

The enabling legislation’s various sections, as Mr. Bermudez suggests, provide specific authority for the “acquisition and management” of property and property interests by the Trust, for agricultural, open space, and other specified conservation and recreation purposes. Especially in its Section 6, that law also provides the Trust broad authority for doing so, provided that its actions are “consistent with purposes of this Act.” I include below what I believe are the relevant provisions of the enabling act related to the Trust’s powers and authorities regarding property transactions (with some passages emphasized in italicized and/or bold type):
Section 1. There is hereby established a Little Compton Agricultural Conservancy Trust (hereinafter called Trust) for the primary purpose of acquiring development rights to agricultural property within the town. The Trust shall have as a secondary purpose the acquisition of agricultural property, and/or other property, or interest therein, to preserve open spaces, fresh and saltwater marshes, estuaries and adjoining uplands, groundwater recharging areas, land providing access to the ocean, land for bicycle paths and land for future public recreational facilities and use.

Section 4. The trustees may adopt reasonable rules and regulations governing the conduct of Trust affairs, including the acquisition and management of its holdings not inconsistent with the provisions of this act. All rules and regulations of the Trust are subject to the approval of the town council. Decisions of the trustees shall be by majority vote of those present and voting, and no business shall be transacted without four (4) members present. The trustees shall keep accurate records of their meetings and actions and shall file an annual report which shall be printed in the annual town report. All meetings of the Trust shall be open to the public.

Section 5. The Trust shall have the authority to acquire any real property from consenting land owner(s), situated in Little Compton, or any interest therein, which it shall deem important to preserve or maintain in an open or agricultural condition. With the exception of property acquired for public recreation purposes, such property shall be held by the Trust subject to the condition that it shall be used for open space or agricultural use. The trustees shall afford priority to the acquisition of development rights of agricultural lands.

Section 6. The Trust shall also have power to:

a. Purchase, receive by gift, or otherwise acquire real property and development rights, as defined in section 42-82-2 of the general laws or any interest in real property consistent with purposes of this Act;

b. Accept gifts, grants or loans of funds or services from any source, public or private, and comply, subject to the provisions of this Act, with any terms and conditions thereof;

c. Accept from State and/or Federal agencies, loans or grants for use in carrying out its purposes and enter into agreements with such agencies respecting any such loans or grants;

d. Employ counsel, auditors, engineers, appraisers, private consultants, advisors, secretaries or other personnel needed to provide necessary services;

e. Administer and manage land and interests in land held by it in a manner which allows public use and/or enjoyment consistent with the natural and scenic resources thereof;

f. Otherwise do all things necessary for the performance of its duties, the fulfillment of its obligation and the conduct of its business.

“According to its enabling legislation,” Mr. Bermudez asserts, “the Trust does not have the authority or power to relinquish ownership or interest in real property.” However, his letter does not include or cite any specific provision in the enabling legislation that says the Trust may not do so for purposes consistent with conservation purposes described in the law. As far as
I can tell, the law does not include any language or provision explicitly prohibiting the Trust from conveying or “relinquishing” property or property interests, if it does so for those purposes.

In the case of the Anarumo transaction, the Trust has now acquired in fee simple the ownership of approximately 26 acres “of open space with valuable conservation attributes and high potential for passive recreation, especially a trail,” as LCACT Chair Bill Richmond wrote in detailed memorandum describing the background of the transaction. He read the text of that memo at the Trust’s well-attended December 6, 2023 meeting; the document is also available on the Trust’s website. The parcel is close to other publicly accessible conservation and recreational land in that part of town and adjacent Westport. Moreover, the public right of way from Old Harbor Road across Mr. Talbot’s new Lot 1-4 to the Trust’s new Lot 1-3 secures a property interest in Talbot’s property that enhances the public conservation value of and access to the Trust’s larger parcel. All these purposes, it appears to this citizen, are fully consistent with the purposes of the enabling legislation as well as the Trust’s rules and regulations.

Although the LCACT is a unique public conservation agency as defined and authorized by its enabling legislation, the nature and terms of its conservation transactions, in my experience and observation over several decades, are often similar to those executed by many other public conservation agencies and non-profit private conservation organizations. In fact, a review of the Trust’s acquisitions and transactions since its inception would, I believe, provide many other examples of the Trust’s conveyances or exchange of property interests, often in the form of conservation easements and other permanent “conservation restrictions,” as broadly defined in R.I. Gen. Laws § 34-39-2 and § 45-36-2.

As just one example, the LCACT in 2007 purchased a 28-acre parcel of land on Peckham Road (Plat 22, Lot 15-4) from the Peckham family for $1.1 million. This was a purchase in “fee simple,” by which the Trust essentially acquired full ownership of the property. The Trust as “Grantor” thereupon conveyed to the RI Department of Environmental Management as “Grantee” a conservation easement on the entire property in exchange for $400,000 (Little Compton Land Evidence Book 196, page 55). To use Mr. Bermudez’s formulation, the Trust “relinquished” a partial property interest in property it owned. That conservation easement reinforces the permanent protection of the property, ensures public access to the property, and reduces the net cost to the Trust, preserving additional funds for the Trust’s purposes. Such a transaction is entirely consistent, in my view, with the purpose of the Trust and fully consistent with the Trust’s enabling legislation and Standing Rules and Regulations.

In another similar recent conservation transaction, the Trust acquired in fee simple the so-called Ratcliffe property off Town way, which provides permanent protection of and public access to land along Almy Creek and adjacent shoreline. As I understand the transaction, pending final agreement on details of management plans and policies for the property, the Trust will imminently convey a conservation easement on this property to RI DEM, which will pay the Trust $375,000 for that property interest. Neither Mr. Bermudez nor anyone else, so far as I am aware, has challenged the Trust’s legal authority to “relinquish” such property interests to other parties.
LCACT responsibilities identified in the Comprehensive Community Plan:

In addition to its legal responsibilities pursuant to its enabling legislation and its Standing Rules and Regulations, the Trust has been charged with other policy responsibilities in the Town’s Comprehensive Plan, as approved by the Planning Board and adopted by the Town Council in February 2018. Several goals, policies, and actions identified in the “Housing” chapter of the Comprehensive Plan are directly relevant to transaction represented by the November 7 deed. As illustrated in the table below from page 50 of the Plan, the Trust in Action H3.a. is specifically charged, along with the Planning Board and Housing Trust, to “[e]xplore cooperative acquisition that meet the dual goals of land conservation and affordable housing development.” The Trust pursued and executed the Anarumo transaction for exactly the purpose described in that action item. Mr. Talbot and the Little Compton Housing Trust have been working on an agreement in which his lot would be conveyed to the Housing Trust, at his original cost and for predevelopment expenses, for the construction of a limited number of affordable housing units. In other words, Mr. Talbot would and will not be making any profit for his role in this effort. The Little Compton Housing Trust, meanwhile, has been working with some success to secure grants to purchase the lot from Mr. Talbot and to cover other development costs.

| GOAL H3: ENSURE THAT NEW RESIDENTIAL DEVELOPMENT IS DESIGNED IN A WAY THAT MINIMIZES IMPACTS ON NATURAL, HISTORIC AND SCENIC RESOURCES |
|---|---|---|---|
| Policy H3.A. Work with partners, to achieve affordable housing units that are both appropriately located and consistent with the rural and scenic character of the community |
| Policy H3.B. Encourage scattered site affordable housing throughout the Town rather than a concentration of affordable housing units |
| Policy H3.C. Promote residential energy efficiency programs to assist residents in lowering cost of housing |

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<thead>
<tr>
<th>Actions</th>
<th>Responsible Party</th>
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<td>Action H3.a. Explore cooperative acquisitions that meet the dual goals of land conservation and affordable housing development</td>
<td>Little Compton Housing Trust; LCACT; Planning Board</td>
<td>Long-term</td>
<td>Vermont Housing and Conservation Board - Examples of Dual Goal Projects</td>
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Over more than 30 years of attending LCACT meetings, both as a citizen and as Town Council liaison to the LCACT from 2018 through 2020, I have been vocal about the Trust’s operations—sometimes in its support, sometimes as a gadfly concerning Trust policies, and sometime as a complainant in legal matters involving the Trust. Indeed, near the end of my term on the Town Council in October, 2018, I provided my Council colleagues an extensive 15-page memo titled “LCACT activities and prospects,” in which I detailed several specific concerns about the Trust’s activities, including, among other matters, its potential role in developing housing for agricultural workers and for “affordable housing” generally. (A copy of that memo is available at: https://peculiarwork.net/wp-content/uploads/2021/07/LCACT-memo-10.2.2020.pdf)

Conclusion:

The Trust, as authorized by its enabling legislation and by approval of voters at Financial Town Meeting, operates with considerable autonomy. In this respect, I share Mr. Bermudez’s
expectation that the Trust should conduct its complicated and consequential activities consistent with and within the limits of its legal authority. I think the evidence publicly available, including the November 7, 2023 deed Mr. Bermudez offers as the basis for his complaint against Mr. Steers personally, amply demonstrates that the Trust has acted within its legal authority with regard to the transactions involving the former Anarumo property. As noted previously, I don’t think Mr. Bermudez’s complaint provides sufficient grounds, legally or factually, for the proposed executive session involving Mr. Steers.

As always, thank you for your attention to my concerns and for all your efforts on behalf of the town.

Sincerely,

Larry Anderson

Cc: Michael Steers
Little Compton Town Solicitor Anthony DeSisto
Little Compton Agricultural Conservancy Trust
Minutes of a meeting of the Town Council meeting held on December 21st, A.D. 2023 at 7:00 o’clock PM held in person format at the Town Hall, 40 Commons, Town Council Chambers, Little Compton, RI. Members present: Paul J. Golembeske, Andrew Iriarte-Moore, Gary S. Mataronas Patrick McHugh and Robert L. Mushen. Also in attendance: Antonio Teixeira, Town Administrator and Stephen J. Antonucci, Esq.

Pledge of Allegiance to the Flag.

Presentations:

1) Rosie Warburton representing Black Earth Compost reviewing the municipal compost program offered in other municipalities in both Massachusetts and Rhode Island. They are looking to expand into Little Compton. Currently they plan to begin a compost program at Wilbur-McMahon School and hope to see a residential curbside pickup start. In lieu of a curbside pickup they would be willing to work with the town to offer a drop-off/pickup at the Town Transfer Station. The Town Administrator and Town Clerk will investigate further pricing for a municipal transfer station drop-off.

2) Amy Mooney, Executive Director of the LC Community Center gave an overview of a new program being offered out of the Community Center “Little Compton Business Owners Networking Group”. Ed Burnett co-founder was unable to attend this evening. This group will be used to build stronger connections among LC business owners to better understand each local business, learn from each other’s successes, share challenges and solutions and network of resources, among a few benefits expected. Group meetings will be held via zoom to Little Compton businesses, committed to fair and ethical business practices, prompt and professional response to clients, and recognition that their actions reflect on themselves and others in the group. The first virtual meeting will be held January 11 at 8:30 am.

Announcements:

1) The Community Center would like all to take note of the many events they have coming up in 2024. They can be found on its website.

2) The Town Administrator informed the Council and those in attendance that RI Dept. of Environmental Management has informed the Town they are not allowed to designate parking spaces for town residents at the Town Landing. – No discussion informational only.

Motion made by Councilor Golembeske, receiving a second from Councilor Mataronas, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To approve, as written the December 7, 2023 Town Council meeting minutes.


Councilor McHugh asked the Town Administrator for clarification on the following notes in his report:

- RIDOT – work on the Commons. DOT has been to the commons recently and reviewed the area. Some work will need to be done to acknowledge the
crosswalk in place by the UCC Church. A meeting has yet to be set to update the Council, but he hopes to set a meeting for January, 2024.

- Beta Group – work on roads in town. They have been conducting borings throughout town and will report sometime in January.

Motion made by Councillor Mataronas, receiving a second from Councillor Iriarte-Moore, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file the Town Administrators Department Head Report for November 2023.

Councillor Mataronas offered a review of the recent discussions and votes relating to the zoning amendments statewide and our local ordinances. He mentioned that he has discussed this matter with Senator DiPalma who spoke of the 2023 legislative changes and the partial changes in 2023. He then noted that he asked the Solicitor to draft something to assist the town with Accessory Dwelling Unit, Short-term Rentals and our Zoning Ordinances. The following was presented as a draft for future discussion and consideration:

Zoning Ordinance Amendment - Accessory Dwelling Units DRAFT PROPOSAL for 12-21-2023

§ 14-5.5 Accessory Uses – Dwelling Units

In order to maintain affordable housing in the Town, accessory dwelling units are allowed, subject to all of the requirements set forth herein. For purposes of this section, an accessory dwelling unit is defined as a residential living unit on the same parcel where the primary use is a legally established single-unit or multi-unit dwelling. An accessory dwelling unit provides complete independent living facilities for one or more persons. It may take various forms including, but not limited to: a detached unit; a unit that is part of an accessory structure, such as a detached garage; or a unit that is part of an expanded or remodeled primary dwelling.

a. Accessory dwelling units. A maximum of one accessory dwelling unit shall be permitted on a lot, provided that all of the following requirements are met:

1. The lot or parcel of land is located in a residential district and has a minimum lot size of twenty thousand square feet.
2. For accessory apartments, there shall be no exterior alterations of the principal structure except for the development of a separate entry and required safety exits.
3. The accessory dwelling unit shall be designed for year-round occupancy. The accessory dwelling unit shall be provided with a safe and adequate water supply as defined in the subdivision regulations and an on-site wastewater treatment system approved by the Rhode Island Department of Environmental Management. The accessory dwelling unit shall also have adequate protections for stormwater runoff as necessary.
4. Any existing principal residence and accessory dwelling unit shall comply with all requirements of the Rhode Island State Building Code, the Rhode Island Housing Maintenance and Occupancy Code, and other Federal, State and local codes, ordinances and regulations and all other applicable provisions of this chapter.
5. All such accessory dwelling units shall be required to obtain a building permit and certificate of occupancy, whether or not any construction is required.
6. Detached accessory dwelling units shall comply with all dimensional zoning regulations for the district in which the lot is located.
7. Short-term residential rentals are prohibited in accessory dwelling units. For purposes of this section, “short-term residential rentals” means the use of any accessory dwelling unit for occupancy for less than a thirty (30) consecutive day term of tenancy, whether on a short-term or long-term basis, including any occupancy by an employee or guests of a business entity for less than thirty (30) consecutive days where payment for the accessory dwelling unit is contracted for or paid by the business entity.
Councilor Mataronas made a motion, receiving a second by Councilor Iriarte-Moore. To send a draft zoning ordinance amendment for Chapter 14-5.5, Accessory Uses - Dwelling Units, to the Planning Board for review and comment and to additionally set a public hearing date for February 22, 2024 to consider said draft amendment. Discussion ensued.

- Attorney Antonucci noted that this draft offers less of an opportunity for litigation it is fashioned best for right now.
- Councilor McHugh thought the short-term rentals cannot be prohibited, but can be regulated.
- Councilor Mushen hopes to keep the issues segregated, one size does not fit all.
- Victoria Talbot - thanked the Council for discussing this subject again. She is attending tonight as an individual, not as a member of the UCC housing group. Thirty years ago she rented from an older couple at a reduced rate offering them the ability to stay in their LC home. Through that housing start she was able to remain in Little Compton.
- Bonnie Phinney - stated that she may be required to rent out her home for a portion of the year in order to remain as a Little Compton resident. If she had an accessory dwelling unit she could stay in one and rent the other for income.
- Councilor Mushen his sees the purpose of these ordinances as a tool to allow properties to safely sustain two residences on a property.
- Attorney Antonucci wanted all to know that Short-term rental is less than 30 days. A longer term rental agreement would not fall under this discussion.
- Larry Anderson asked for clarification, was the effect of the 12-7-23 vote to repeal the ADU ordinance in its entirety? Yes, currently the ordinance is repealed.

Councilor Mataronas made a motion, receiving a second by Councilor Iriarte-Moore, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To send a draft zoning ordinance amendment for Chapter 14-5.5, Accessory Uses - Dwelling Units, to the Planning Board for review and comment and to additionally set a public hearing date for February 22, 2024 to consider said draft amendment.

The Town Council acknowledged receipt of a letter commenting on the accessory dwelling unit subject from Anya Rader Wallack.

Councilor Mataronas made a motion, receiving a second by Councilor Iriarte-Moore, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To allow the Town Administrator to enter into a contract on behalf of the Town with John Mattson Consulting for services in developing a Community Needs Assessment regarding the town assisting residents to age in place in supportive and safe manner throughout their lifespan, said contract shall not exceed $8,000.

Update on status of crop cannon use in Little Compton. Councilor Mataronas noted that he attended the LC Agricultural Conservancy Trust meeting of Dec. 6th where leasing properties was discussed. He asked if they could regulate crops, and usage of crop cannons. He also asked if they could consider offering monetary assistance to the farmers to offset costs for predator deterrent tools.
Steve Maher stated he also went to the LCACT meeting and agreed they need to change how they lease their land. He is hopeful they will work to help control the crops on fields in residential areas.

Councilor Matafonas feels the Council will need to apply the noise ordinance if the nuisance happens again.

Kate Almy asked if there would be a follow up meeting to review with DEM or URI options. Councilor Matafonas hopes to begin discussions again in March with Ken Ayers of RIDEM and Dr. Brown of URI. Ms. Almy will supply the town with her follow up questions.

New Business #1 – Councilor McHugh: request for information on Accessory Dwelling Units in Little Compton. Council McHugh noted that the information he was looking for has taken place this evening already. He is glad people are discussing the subject and working together toward a plan.

New Business #2 – Councilor Iriarte-Moore: request to discuss short-term rentals. Councilor Iriarte-Moore stated it has already been discussed earlier. He was worried we could not put a restriction on Short-term rentals. Further discussion to be held when a draft is up for consideration. Councilor Matafonas feels our current draft mirrors the General Assembly language. Councilor McHugh noted he additionally spoke to the Town Solicitor and feels we still need to have a separate short-term rental ordinance.

Attorney Antonucci noted that the Solicitor’s office polled other cities and towns and found many are waiting to see what the General Assembly does on this subject, not changing their ordinances yet.

New Business #3 – Letter from Peter Bermudez requesting the Council review the action of the LCACT, Trustee A. Michael Steers in signing a deed November 7, 2023 and to take any appropriate measures. A brief discussion on the need for an executive session – job performance and potential litigation.

Councilor McHugh made a motion, receiving a second by Councilor Golembeske, voting in favor (Golembeske, Iriarte-Moore, Matafonas, McHugh, Mushen): To post that the Town Council intends to enter into executive session on January 4, 2024 at 6 pm for the purpose of job performance and potential litigation prior to it’s regularly scheduled Council meeting.

Councilor Golembeske made a motion, receiving a second by Councilor Iriarte-Moore, voting in favor (Golembeske, Iriarte-Moore, Matafonas, McHugh, Mushen): To authorize the Town Administrator to advertise a Request for Proposal for the construction project on Town Way.

At 8:13 PM the Town Council sitting as the Board of License Commissioners voted the following:

Councilor McHugh made a motion, receiving a second by Councilor Matafonas, voting in favor (Golembeske, Iriarte-Moore, Matafonas, McHugh, Mushen): To grant a Class F one day Retail Beverage License to the LC Community Center for each of the following events:

1. Trivia Night, January 5, 2024
2. Trivia Night, February 2, 2024
3. Trivia Night, March 1, 2024
Councilor Mataronas made a motion, receiving a second by Councilor Iriarte-Moore, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Muschen): To approve a request to include a stroke in the amount of $15,000 in the proposed FY25 budget for the benefit of the LC350 committee.

Councilor Golembeske made a motion, receiving a second by Councilor Mataronas, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Muschen): To approve a request to include a stroke in the amount of $750 in the proposed FY25 budget for the benefit of the East Bay Community Action Program.

Councilor Golembeske made a motion, receiving a second by Councilor Mataronas, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Muschen): That the bills be allowed and ordered paid as follows: $134,310.92

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RI Energy - Cell Tower</td>
<td>$496.21</td>
</tr>
<tr>
<td>RI Energy - Transfer Station</td>
<td>$295.55</td>
</tr>
<tr>
<td>RI Energy - Street lights Adamsville</td>
<td>$68.63</td>
</tr>
<tr>
<td>RI Energy - Town Hall</td>
<td>$807.96</td>
</tr>
<tr>
<td>RI Energy - Public Safety Complex</td>
<td>$1,240.01</td>
</tr>
<tr>
<td>RI Energy - IOOF</td>
<td>$35.76</td>
</tr>
<tr>
<td>RI Energy - 32 Commons</td>
<td>$42.54</td>
</tr>
<tr>
<td>RI Energy - Street lights</td>
<td>$31.80</td>
</tr>
<tr>
<td>RI Energy - Harbor Management Fund</td>
<td>$31.09</td>
</tr>
<tr>
<td>CS&amp; M Tele-Systems Inc. - Public Safety phones</td>
<td>$7,581.17</td>
</tr>
<tr>
<td>CS&amp; M Tele-Systems Inc. - Town Hall - Public Safety phones</td>
<td>$609.00</td>
</tr>
<tr>
<td>Everlasting Designs - Computer</td>
<td>$1,518.00</td>
</tr>
<tr>
<td>Everlasting Designs - Computer</td>
<td>$40.00</td>
</tr>
<tr>
<td>Everlasting Designs - Computer</td>
<td>$840.00</td>
</tr>
<tr>
<td>Aquidneck Mooring Co. - Harbor Management Funds</td>
<td>$100.00</td>
</tr>
<tr>
<td>Griggs &amp; Browne Co Inc. - Transfer Station</td>
<td>$60.00</td>
</tr>
<tr>
<td>Griggs &amp; Browne Co Inc. - 30 Commons</td>
<td>$40.00</td>
</tr>
<tr>
<td>Griggs &amp; Browne Co Inc. - 40 Commons</td>
<td>$60.00</td>
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<tr>
<td>West Parts &amp; Supplies - DPW</td>
<td>$236.92</td>
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<tr>
<td>Dave's Lawnmower Repair - DPW</td>
<td>$751.39</td>
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<tr>
<td>Wilbur's General Store - DPW</td>
<td>$23.51</td>
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<td>Wilbur's General Store - Town Hall</td>
<td>$25.41</td>
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<td>IRRI - Transfer Station</td>
<td>$280.00</td>
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<tr>
<td>Bound Tree - Amb. Reimb. Fund</td>
<td>$857.78</td>
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<tr>
<td>ImageTrend - Amb. Reimb. Fund</td>
<td>$688.73</td>
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<tr>
<td>St. Anne's Hospital - Amb. Reimb. Fund</td>
<td>$48.02</td>
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<tr>
<td>Coronis Health - Fire Dept.</td>
<td>$1,399.83</td>
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<tr>
<td>Cox - Fire Dept.</td>
<td>$20.89</td>
</tr>
<tr>
<td>Brown Emergency Medicine - Fire Dept.</td>
<td>$250.00</td>
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<tr>
<td>Wilbur's General Store - Fire Dept.</td>
<td>$53.07</td>
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<tr>
<td>Crystal Rock - Fire Dept.</td>
<td>$65.35</td>
</tr>
<tr>
<td>Humphrey's - Fire Dept.</td>
<td>$141.63</td>
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<tr>
<td>Rob's Auto Care Inc. - Fire Dept.</td>
<td>$324.68</td>
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<tr>
<td>Griggs &amp; Browne - Public Safety Complex Police</td>
<td>$50.00</td>
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<tr>
<td>Griggs &amp; Browne - Public Safety Complex Fire</td>
<td>$50.00</td>
</tr>
<tr>
<td>Madden Electric - Public Safety Complex</td>
<td>$125.00</td>
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<tr>
<td>Technology Reflections Inc. - Fire Safety Fund</td>
<td>$939.40</td>
</tr>
<tr>
<td>Motorola Solutions - Capital funds (radios)</td>
<td>$7,587.30</td>
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<tr>
<td>Pioneer Heavy Duty Parts - DEM Grant</td>
<td>$384.95</td>
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<tr>
<td>Eagle Leasing Co. - Town Hall restoration project</td>
<td>$338.00</td>
</tr>
<tr>
<td>East Bay Media Group - Probate</td>
<td>$87.50</td>
</tr>
<tr>
<td>WBMason - Town Hall</td>
<td>$70.34</td>
</tr>
<tr>
<td>Name</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Pannone Lopes Devereaux &amp; O'Gara LLC - Legal other</td>
<td>$137.50</td>
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<tr>
<td>Denise M. Cosgrove - Assessor</td>
<td>$138.21</td>
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<tr>
<td>Andreas Police Supply - Police Dept.</td>
<td>$306.93</td>
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<tr>
<td>AAA Police Supply - Police Dept.</td>
<td>$74.95</td>
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<tr>
<td>WBMason - Police Dept.</td>
<td>$60.70</td>
</tr>
<tr>
<td>WBMason - Police Dept.</td>
<td>$225.06</td>
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<tr>
<td>Cox - Police Dept.</td>
<td>$146.99</td>
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<tr>
<td>Cox - Police Dept.</td>
<td>$18.47</td>
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<tr>
<td>Crystal Rock - Police Dept.</td>
<td>$100.17</td>
</tr>
<tr>
<td>Petro - Diesel</td>
<td>$498.48</td>
</tr>
<tr>
<td>Petro - Gasoline</td>
<td>$1,780.19</td>
</tr>
<tr>
<td>Alarm New England - Town Hall</td>
<td>$317.97</td>
</tr>
<tr>
<td>Anthony DeSisto Law Associates - litigation</td>
<td>$1,412.50</td>
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<tr>
<td>Anthony DeSisto Law Associates - Solicitor</td>
<td>$7,083.33</td>
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<tr>
<td>The Damon Group - Town Hall restoration</td>
<td>$90,426.85</td>
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<tr>
<td>MH Architect LLC - Town Hall restoration</td>
<td>$687.50</td>
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<tr>
<td>RMT Excavating Inc. - Highway</td>
<td>$707.58</td>
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<tr>
<td>Salva &amp; Sons - Town Hall restoration</td>
<td>$710.40</td>
</tr>
<tr>
<td>Cox - 32 Commons</td>
<td>$154.11</td>
</tr>
</tbody>
</table>

With no further business before the Council the meeting was declared adjourned at 8:15 pm.

Carol A. Wordell, CMC, Town Clerk
MEMORANDUM

Date: January 2, 2024
To: The Honorable Town Council
From: Chief Scott N. Raynes
Subject: Monthly Report for December 2023

### December 2023 Patrol Activity

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calls responded to</td>
<td>1189</td>
</tr>
<tr>
<td>Formal Complaints received</td>
<td>23</td>
</tr>
<tr>
<td>Complaints closed this month</td>
<td>6</td>
</tr>
<tr>
<td>Complaints closed (previous month)</td>
<td>7</td>
</tr>
<tr>
<td>Motor vehicle citations issued</td>
<td>7</td>
</tr>
<tr>
<td>Motor vehicle warning issued</td>
<td>99</td>
</tr>
<tr>
<td>Criminal Arrest</td>
<td>5</td>
</tr>
<tr>
<td>Violation of Town Ordinances</td>
<td>7</td>
</tr>
<tr>
<td>Accident investigated</td>
<td>4</td>
</tr>
<tr>
<td>Burglar alarms</td>
<td>10</td>
</tr>
<tr>
<td>Reported deaths</td>
<td>1</td>
</tr>
<tr>
<td>Total Gallons of gasoline used</td>
<td>474</td>
</tr>
<tr>
<td>Mileage</td>
<td>9,146</td>
</tr>
<tr>
<td>Breaking &amp; Entering</td>
<td>0</td>
</tr>
<tr>
<td>Larceny</td>
<td>0</td>
</tr>
<tr>
<td>Value of Stolen Property</td>
<td>$0</td>
</tr>
</tbody>
</table>
### December 2023 Police Overtime Hours

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Leave replacement</td>
<td>53</td>
</tr>
<tr>
<td>Personal leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Vacation replacement</td>
<td>56</td>
</tr>
<tr>
<td>Training replacement</td>
<td>16</td>
</tr>
<tr>
<td>Court</td>
<td>28</td>
</tr>
<tr>
<td>Town Detail</td>
<td>4</td>
</tr>
<tr>
<td>Private Detail</td>
<td>10</td>
</tr>
<tr>
<td>Patrol Supplement</td>
<td>16</td>
</tr>
<tr>
<td>Comp-time replacement</td>
<td>25</td>
</tr>
<tr>
<td>Injured on duty replacement</td>
<td>0</td>
</tr>
<tr>
<td>Blue Riptide/Grant</td>
<td>5</td>
</tr>
<tr>
<td>Military leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Investigation</td>
<td>0</td>
</tr>
</tbody>
</table>

**Totals:** 164

### December 2023 Dispatch Overtime Hours

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick leave replacement</td>
<td>164</td>
</tr>
<tr>
<td>Personal leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Vacation replacement</td>
<td>32</td>
</tr>
<tr>
<td>Training replacement</td>
<td>0</td>
</tr>
<tr>
<td>Holiday replacement</td>
<td>0</td>
</tr>
<tr>
<td>Comp-time replacement</td>
<td>0</td>
</tr>
<tr>
<td>Weekend replacement</td>
<td>24</td>
</tr>
</tbody>
</table>

**Totals:** 24
Little Compton Police Department
60 Simmons Road
Town of Little Compton, Rhode Island
Office of the Police Chief

MEMORANDUM

December 2023 Part-time Dispatch Hours

Weekend replacement
Vacation replacement
Sick leave replacement
Personal day
Holiday replacement
Training replacement
Comp-time replacement

Totals:
72
0
16
0
0
0

December 2023 Town fuel log

<table>
<thead>
<tr>
<th>Gasoline</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td># 1 Unused</td>
<td>76,010.0</td>
<td>76,010.0</td>
<td>0</td>
</tr>
<tr>
<td># 2 Fire department</td>
<td>28,878.5</td>
<td>29,036.6</td>
<td>158.1</td>
</tr>
<tr>
<td># Unused</td>
<td>4,223.5</td>
<td>4,223.5</td>
<td>0.0</td>
</tr>
<tr>
<td># 4 Maintenance</td>
<td>43,410.8</td>
<td>43,561.1</td>
<td>150.3</td>
</tr>
<tr>
<td># 5 Highway Department</td>
<td>2,560.2</td>
<td>2,560.2</td>
<td>0</td>
</tr>
<tr>
<td># 6 Senior Bus</td>
<td>5,450.9</td>
<td>5,450.9</td>
<td>0</td>
</tr>
<tr>
<td># 7 Beach Commission</td>
<td>1,410.1</td>
<td>1,410.1</td>
<td>0.0</td>
</tr>
<tr>
<td>#8 Police Department</td>
<td>15,203.6</td>
<td>15,754.9</td>
<td>551.3</td>
</tr>
</tbody>
</table>

Total Gasoline: 859.7
## MEMORANDUM

<table>
<thead>
<tr>
<th>Diesel</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td># 1 Fire Department</td>
<td>46,738.5</td>
<td>47,040.5</td>
<td>302.0</td>
</tr>
<tr>
<td># 2 Unused</td>
<td>11,043.7</td>
<td>11,043.7</td>
<td>0.0</td>
</tr>
<tr>
<td># 3 Highway Department</td>
<td>5,313.2</td>
<td>5,313.2</td>
<td>0.0</td>
</tr>
<tr>
<td># 4 Maintenance Department</td>
<td>5,103.4</td>
<td>5,176.3</td>
<td>72.9</td>
</tr>
<tr>
<td># 5 Old Senior bus</td>
<td>362.8</td>
<td>362.8</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Total Diesel: 374.9

Respectfully,

John Faria  
Lieutenant  
Deputy Chief
To: Antonio A. Teixeira  
   Town Administrator

From: Carol A. Wordell, CMC, Town Clerk

Date: Jan. 2, 2024

The office of the Town Clerk handles on a daily basis a wide array of tasks. During the month of December the following figures display the volume of work:

Dump stickers 157 issued
Recording land evidence 75 instruments recorded
Dog licenses – 2
Vital records certified copies issued – 27
Marriage License issued - 0
Miscellaneous fees collected for Probate, copying, appliance etc. – see attached.

In addition to our day to day activities we have the following:

- Probate Court responsibilities
- Council Clerk responsibilities – meetings, minutes, follow up actions
- Coordinate with the IT personnel for day-to-day issues, oversee website daily needs, audio/visual needs for council chambers in prep for hybrid meetings
- Ongoing responsibilities as Wellness Coordinator for the Trust, sharing multiple opportunities to achieve better overall health
- Work with Fire Chief and Consultant on needs for Hazard Mitigation Plan update
- Participate in a statewide meeting on Probate Forms
- Participate in signature verification training
## Distribution Report - Summary

LITTLE COMPTON COUNTY RI
Carol A. Wordell - Town Clerk

12/1/2023 TO 12/29/2023

<table>
<thead>
<tr>
<th>SALES ITEM</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appliance Coupon</td>
<td>Appliance Coupon</td>
<td>250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>250.00</td>
</tr>
<tr>
<td>Copies &amp; Other Services</td>
<td>Certified Copy</td>
<td>22.50</td>
</tr>
<tr>
<td></td>
<td>Copies</td>
<td>41.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>63.50</td>
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<tr>
<td>Dog License</td>
<td>Female</td>
<td>5.00</td>
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<tr>
<td></td>
<td>Male</td>
<td>5.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10.00</td>
</tr>
<tr>
<td>Dog Spayed and Neutered</td>
<td>Spayed / Neutered</td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.00</td>
</tr>
<tr>
<td>Historical Records - Probate</td>
<td>Historic Preservation - Probate</td>
<td>7.00</td>
</tr>
<tr>
<td>Historical Records - State</td>
<td>Historic Preservation - State</td>
<td>234.00</td>
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<td></td>
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<td>234.00</td>
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<tr>
<td>Historical Records - Town</td>
<td>Historic Preservation - Town</td>
<td>71.00</td>
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<td></td>
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<td>71.00</td>
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<tr>
<td>Land Records</td>
<td>Map</td>
<td>40.50</td>
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<tr>
<td></td>
<td>Recording Fee</td>
<td>3,422.70</td>
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<tr>
<td></td>
<td></td>
<td>3,463.20</td>
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<tr>
<td>License Fees</td>
<td>Holiday Sales License</td>
<td>50.00</td>
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<tr>
<td></td>
<td>Victualing House / Tavern</td>
<td>20.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>70.00</td>
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<tr>
<td>Preservation</td>
<td>Preservation Fee</td>
<td>384.80</td>
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<td></td>
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<td>384.80</td>
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<tr>
<td>Probate</td>
<td>Certificate of Appointment</td>
<td>45.00</td>
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<td></td>
<td>Probate Advertising</td>
<td>315.00</td>
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<td></td>
<td>Probate Filing Fee</td>
<td>210.00</td>
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<tr>
<td></td>
<td></td>
<td>570.00</td>
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<tr>
<td>SALES ITEM</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Town Transfer Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construction Debris</td>
<td>375.00</td>
</tr>
<tr>
<td></td>
<td>Dump Stickers</td>
<td>740.00</td>
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<tr>
<td></td>
<td>Single Use Coupon</td>
<td>25.00</td>
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<tr>
<td></td>
<td>Tires</td>
<td>5.00</td>
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<tr>
<td></td>
<td></td>
<td>1,145.00</td>
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<tr>
<td>Transfer Tax State</td>
<td></td>
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<tr>
<td></td>
<td>Transfer Tax - State</td>
<td>1,520.28</td>
</tr>
<tr>
<td></td>
<td>Transfer Tax - State Over 800K</td>
<td>0.00</td>
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<td></td>
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<td>1,520.28</td>
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<tr>
<td>Transfer Tax Town</td>
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<td></td>
<td>Transfer Tax - Town</td>
<td>1,393.82</td>
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<td></td>
<td>1,393.82</td>
</tr>
<tr>
<td>Vital Records - State</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Vital Copy - State Mail-In</td>
<td>11.00</td>
</tr>
<tr>
<td></td>
<td>Vital Copy - State Walk In</td>
<td>203.00</td>
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<tr>
<td></td>
<td>Vital Copy State Online</td>
<td>22.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>236.00</td>
</tr>
<tr>
<td>Vital Records - Town</td>
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<tr>
<td></td>
<td>Vital Copy Mail In</td>
<td>14.00</td>
</tr>
<tr>
<td></td>
<td>Vital Copy Online</td>
<td>28.00</td>
</tr>
<tr>
<td></td>
<td>Vital Copy Walk In</td>
<td>56.00</td>
</tr>
<tr>
<td></td>
<td>Vital Copy Walk In Additional</td>
<td>171.00</td>
</tr>
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<td>269.00</td>
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<tr>
<td></td>
<td></td>
<td>9,689.60</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total:</strong></td>
<td>9,689.60</td>
</tr>
</tbody>
</table>
Finance Director Monthly Report
January 2024 for December 2023 Activity

Initiatives & Financial Highlights:

- School General Fund added to Positive Pay for payment verification
- NOAT Opioid Submission
- LEARN365 Grant submitted via eCivis
- FY2018 EMW-2018-FO-02186 closeout report submitted to FEMA
- Annual Pension Benefit Statements distributed
- Lincoln Financial Group 457b submission platform updated to ACH Debit

Tax Highlights:

- Total tax revenue collected for Current Year, Prior Years and Interest in the month of November was $317,194.94
- Total tax revenue collected for (C,S,I) Current Year, Prior Years and Interest in the month of December are $2,267,843.02
- Total Tax Delinquency Balances (P) collected in December are $43,626.97
December 29, 2023

Antonio A. Teixeira Town Administrator
Town of Little Compton, Rhode Island
Town Hall, 40 Commons
Little Compton, Rhode Island 02837

Re: Completion of Probationary Status

Dear Mr. Teixeira:

As established in the Codified Ordinances of the Town of Little Compton, Section XIVXIXV 3.13-6, all regular employees shall serve a probationary period of twelve (12) months after a probationary appointment.

Based on his satisfactory completion of his probationary period, I recommend Probationary Firefighter Evan Willard be appointed as a permanent member of the Little Compton Fire Department as a Firefighter. Firefighter Willard will be promoted to a Third-Class Firefighter. This action will become effective on 27 December 2023.

Sincerely,

Richard G. Petrin
Fire Chief
CHAPTER IX BEACHES, HARBORS, AND RECREATIONAL AREAS

9-1 Harbor Master/Harbor Commission.*

9-1.1 Jurisdiction.

The jurisdiction of this section shall include the coastal waters and harbor areas of the Town of Little Compton. (Ord. 12/8/94)

9-1.2 Authority.

The authority for the section comes from the General Laws of the State of Rhode Island, Section 46-4-6,7. (Ord. 12/8/94)

9-1.3 Harbor Commission.

The Harbor Commission shall be the local advisory body concerning the implementation of the Harbor Management Plan and related ordinances.

a. Composition. The Harbor Commission shall consist of seven (7) members who are residents of Little Compton as follows:

One (1) owner of a recreational boat kept on a mooring, or one who is on a waiting list for a mooring.

One (1) joint representative of the Sakonnet Point Marina Association Inc. and Sakonnet Point Club; (Charter amendment approved by voters at election of November 4, 2014.)

One (1) representative of the Sakonnet Yacht Club;

One (1) commercial trip fisherman;

One (1) commercial day fisherman;

* Editor’s Note: Editors Note: History of Ordinance. This ordinance was originally enacted on April 9, 1957. It was amended on March 9, 1959; April 13, 1964; August 7, 1969; April 23, 1970; January 24, 1974; August 8, 1974; November 7, 1974; June 23,1977; January 18,1979; January 10, 1980; February 19,1981; February 4, 1982: May 20, 1982; March 16, 1983; February 21, 1985; June 5, 1986; February 5, 1987; April 20, 1989; October 24, 1991; February 20, 1992; October 7, 1993; January 6, 1994 and December 8, 1994.
One (1) officer of the local fishermen's association;
One (1) member of a town conservation organization.

b. Appointments. Members shall be appointed by the Town Council for staggered terms of three (3) years. The original members shall be appointed in such manner as to provide for the expiration of the term of two (2) members in one (1) year, two (2) members in two (2) years, and three (3) members in three (3) years.

c. Vacancies. Vacancies shall be filled as necessary and in accordance with the initial appointment, but only for the remainder of the term of the former member.

d. Officers. A Chairperson, a Vice Chairperson, and Secretary shall be elected by the members of the Commission. Regular meetings shall occur at least once a month. Special meetings may be called by the Chairperson, and shall be called by the Chairperson at the request of at least three (3) members of the Commission. The Secretary shall keep minutes of all meetings and file such minutes promptly with the Town Clerk. Such minutes shall append the Harbor Master's monthly report.

e. Powers and Duties. The Harbor Commission shall adopt as its primary authority the current edition of Robert's Rules of Order Newly Revised and may adopt supplementary rules of procedure. The Harbor Commission is authorized and directed to:

1. Recommend to the Town Council the adoption of rules and regulations, fees, penalties, and other amendments to the Harbor Management Plan and its subsequent ordinances;

2. Recommend to the Town Council additional authorities and duties for the Harbor Master, herein detailed;

3. Recommend to the Town Council an annual budget in accordance with the provisions of the Town to expend monies appropriated at the Annual Financial Town Meeting.

4. Review and make recommendations for all applications for mooring permits and approve any permits issued.

5. Review and revise as necessary the Harbor Management Plan and its subsequent ordinances for Town Council and Coastal Resources Management Council approval. The Harbor Management Plan and its ordinances shall be reviewed and revised at least once every five (5) years.

f. Ex-Officio Member. The Harbor Master shall be a nonvoting, ex-officio member of the Harbor Commission.

g. Compensation. Harbor Commission members may be compensated for any normal expenses incurred in the performance of their duties.

(Ord. 12/8/94)

9-1.4 Harbor Master.
There shall be a Harbor Master for the Town who shall annually be appointed by the Town Council. The Harbor Master shall serve at the pleasure of the Town Council and shall report to the Town Council and the Harbor Commission with the following duties:

a. Be responsible for the administration and enforcement of the provisions of the Harbor Management Plan and its ordinances;

b. Process applications for the issuance of mooring permits and assign proper placements of moorings in accordance with this ordinance;

c. Keep a detailed, current, computerized record at the Little Compton Town Hall of all moorings and slip information, including but not limited to a keyed map showing location of moorings and slips; boat owner's name, address(es) and telephone number(s), mooring permit number, mooring system description, date mooring was set, last mooring inspection date, vessel data as described in this section. The Harbor Master shall maintain in his/her files a copy of the location map and a current printout of such information.

d. Prepare, keep current, and make available a waiting list for mooring permits in accordance with the provisions of this ordinance if the demand for available mooring permits is greater than the number of available mooring locations in any given year;

e. Supervise the design and inspection of mooring tackle in accordance with the provisions of this section;

f. Carry out all other powers and duties authorized to the Harbor Master under various State and Federal marine laws, including but not limited to Marine Sanitation Device (MSD) inspection and discharge responsibilities afforded through the U.S. Coast Guard, MARPOL ANNEX V, Section 312 of the Clean Water Act, Title 46-22 of the General Laws of Rhode Island, and future laws yet to be enacted.

(Ord. 12/8/94)

9-1.5 Assistant Harbor Master(s).

Assistant Harbor Master(s) for the Town may be appointed annually by the Town Council and shall serve at the pleasure of the Town Council. Assistant Harbor Master(s) shall report directly to the Harbor Master and are authorized with the same duties as the Harbor Master, under the direction of the Harbor Master. (Ord. 12/8/94)

9-1.6 Compensation and Budget.

The Harbor Master and Assistant Harbor Master(s) shall receive a salary at such a rate as the Town Council shall fix subject to approval of the Annual Financial Town Meeting. The Harbor Master is responsible for the day to day administration of a harbor management budget, with Harbor Commission authorization. (Ord. 12/8/94)
9-1.7 Powers and Duties.

The Harbor Master shall have full power and authority to prescribe regulations and to give directions regarding the anchorage, management and control of all vessels within waters and harbors of the Town of Little Compton subject to any and all State or Federal laws governing the same. The Harbor Master may remove from any public wharf in these harbors any vessel not engaged in receiving or discharging a cargo or any vessel not anchored or moored according to his/her direction in the waters over which the Harbor Master is hereby given jurisdiction, and he/she shall charge the owner for all reasonable costs thereof. The Harbor Master may also determine the extent, time and manner of accommodation respecting the position of all vessels. The Harbor Master, having due regard to the draft of each vessel and the facility of navigation, shall designate upon a map of the waters subject to his/her jurisdiction areas restricted to vessels moored twelve (12) months per year, areas restricted to seasonal craft moored during certain parts of the year, areas restricted to guest moorings, areas restricted to all moorings, areas restricted to no moorings, and the places where adequate permanent or temporary moorings or anchorages may be maintained. The Harbor Master shall affix or append to this map a list or key designating the name and address of the owner of each vessel and the size and type thereof. No moorings or anchorages in the waters subject to the jurisdiction of the Harbor Master shall hereafter be maintained except at the location designated by the Harbor Master for such maintenance. The Harbor Master shall file the map in the Town Hall and shall thereafter maintain the same currently accurate. He/she shall also maintain a currently correct copy thereof in a place reasonably accessible to mariners for their convenience in consulting the same during hours when the Town Hall would not normally be open. He/she shall, annually on or before June 1, make a complete and accurate revision of both his/her original master map and its copy. He/she shall issue to each person applying to him/her therefor, a license properly keyed to this map to maintain such permanent or temporary mooring, the license to expire on April 1 in each succeeding year after its issuance, and shall see to it that the said mooring is maintained at the spot designated by him/her upon his/her map and in the license and not elsewhere, and if the licensee or any other person shall place a mooring or maintain anchorage elsewhere than as designated, the Harbor Master may remove the mooring or vessel or both in his/her discretion charge the expense of so doing to the person so placing the mooring or maintaining anchorage in a spot other than is designated by the Harbor Master. (Ord. 12/8/94)

9-1.8 Owner of Vessels to Place and Maintain Moorings at Harbor Master's Direction.

The owner or master of any vessel of any size shall have the right to furnish his/her own mooring ground tackle, which shall only be placed by a qualified and insured mooring company. The owner shall have the responsibility for its maintenance, subject to the right of the Harbor Master to designate location of said
mooring, as aforesaid, and subject to there being space for said mooring, provided, however, any mooring ground tackle so placed or maintained by the owner or master or anyone else in his/her behalf shall meet the requirements set up by the Harbor Master pertaining to [strikeout size] design of said mooring, scope of said mooring and any mooring not so maintained to the satisfaction of the Harbor Master may be removed by the Harbor Master. (Ord. 12/8/94)

9-1.9 Vessels Moored at Docks or Slips.

No vessel shall be moored at any dock or in any slip in such manner that any portion of its hull, spars or tackle extend into or over the navigation channel. Any vessel in violation of this rule shall be relocated immediately upon the instructions of the Harbor Master, and if the person in control of such vessel cannot be located, the Harbor Master shall deem appropriate at the expense of the owner, to correct the violation. (Ord. 12/8/94)

9-1.10 Wakes Prohibited Which are Large or Unsafe.

No vessel shall be navigated or operated within the waters of the harbor of the Town of Little Compton in such manner as to create any wake which would cause damage to other boats or in such manner as to infringe upon the safety of other users of the harbor or at a speed greater than five (5) miles per hour.

The use of sailboards and the use of personal watercraft as defined by R.I. Gen. Laws 46-27-1 (commonly known as jet skis) in the harbor is prohibited except for access and egress from June 15 to September 15. Personal watercraft are only permitted to enter or exit the harbor at headway speed as that term is defined in R.I. Gen. Laws 46-27-1. Headway speed means the slowest speed at which a personal watercraft can be operated and maintain steerage way. In all of Little Compton waters, no personal watercraft may be operated at more than headway speed within two hundred (200) feet of swimmers, divers, shore or moored vessels. (Ord. 12/8/94)

9-1.11 Mooring Regulations.

a. Permit Process.

1. A mooring permit issued by the Harbor Master, with the review and recommendations of the Harbor Commission, is required for all moorings within and on the public waters of the Town of Little Compton. The permit holder may renew the permit annually upon payment of the mooring fee. No permit for a mooring shall be issued unless the mooring complies with all the conditions of this section.

2. Any mooring holder, who during the immediately preceding year held a valid mooring permit for a specifically named boat which was on its mooring for a
minimum of four (4) weeks between June 1 and October 31, shall have until April 1 of the next succeeding year to reapply for a permit. All renewal applications shall be accompanied by the permit fee required and shall be delivered or mailed before April 1 by the United States mail and addressed to the Little Compton Harbor Master.

3. Failure to submit a complete and accurate application and fee payment for a renewal permit shall result in loss of mooring space.

4. The Harbor Master shall, during the month of January of each year, cause application forms to be mailed to all mooring holders who held valid permits at the end of the prior year, to the address listed on their last permit. It shall be the burden of the permit holder to notify the Harbor Master of any change of address.

5. An annual review of all mooring permit owners will be conducted to insure that the CRMC's ratio of resident mooring permit owners to nonresident mooring permit owners will be maintained at the ratio of 3 to 1.

b. Application Procedures.

1. All applications for a mooring permit, new or renewal, shall contain the following information:

(a) Name, address and telephone (work and home) of the boat owner
(b) Type, color, and name of boat
(c) Overall length of boat
(d) Beam of boat
(e) Draft of boat
(f) Type and weight of mooring anchor
(g) Size and length of anchor chain
(h) Date of last mooring inspection
(i) Type of MSD (Marine Sanitation Device), if any, installed on boat
(j) Shoreside access point to mooring

2. Assignment of moorings in Sakonnet Harbor shall be limited to one (1) mooring per immediate family. Immediate family shall be defined as follows: spouse and or minor children.

3. No mooring shall be licensed to any person who is not the owner of the boat for which he or she certifies the intention to use said mooring. Any person holding mooring license shall surrender said license when he or she ceases to have ownership of the boat for which the mooring was licensed and does not

(a) Place the named boat on its mooring for a minimum of four (4) weeks between June 1 and October 31 of any given year. A one (1) year absence may be requested in writing, to the Harbor Commission, after paying the appropriate mooring fee, in the case of illness, death, being out of the country or other valid reason. Any such request must be received by May 1st for the next summer season absent extraordinary circumstances. If approved, the vacant mooring shall be offered to the next person on the waiting list with a boat of similar size, based on the Harbor Master's judgement, for (1)
one season. If accepted that individual must also pay the appropriate mooring fee to the Town of Little Compton.

(b) Use the mooring for one (1) season (at least four (4) weeks is a season) with a boat of the same size or smaller of which he or she acquires ownership. A second condition which requires any person holding a valid mooring license to surrender said license is if the specifically named boat for the mooring is not placed on its mooring for a minimum of four (4) weeks between June 1 and October 31 during the preceding year. This condition must be fully met, even in the event of the sale of an old boat and the purchase of a new boat of the same or smaller size.

Ownership of a boat shall be defined as ownership of at least a fifty-one (51%) percent monetary interest therein. The Harbor Master shall have the authority to require any mooring licensee or applicant for a mooring license to provide proof of ownership of the boat for which such license was issued or is requested, and in a case of refusal or inability to provide such proof the Harbor Master shall have the authority to require the surrender of any such license or deny any such application. If the registered mooring holder and owner of a vessel or boat transfers partial or full ownership of a boat to another person or entity other than an immediate family member, the person or entity acquiring ownership of the boat will not become a mooring holder until his/her/its name reaches the top of the mooring waiting list.

4. A permit holder during the immediately preceding year who shall need or desire a new location shall file an application in accordance with this section specifying the reasons for the relocation request along with the existing mooring space number and size and type of boat. Based on available spaces and the requirements of this section action will be taken on the request.

5. One Vessel Allowed per Mooring. No more than one (1) vessel shall be moored at any mooring at any time unless the Harbor Master grants permission to the owner of any vessel or vessels to moor two (2) or more at the same mooring. The mooring fee as hereinbefore stated shall be applied to every boat moored in the harbor whether the same is located at one (1) mooring along with another vessel or singly at any mooring.

6. All new, first time mooring applications must be sent to the Town Clerk to ensure it is time stamped and officially received by the Town. The Town Clerk shall then ensure delivery of the applications to the Harbor Master. All renewal applications must be sent to the Harbor Master.

7. A maximum of twenty (20%) percent of the moorings in Sakonnet Harbor shall be made available to the owners of boats which are maintained principally for commercial fishing purposes not to exceed a maximum of thirty (30%) percent of the mooring field. Applicants shall be subject to the proposed point system. The first two (2) commercial fishing vessel moorings which become available will be reserved as moorings for resident owners of commercial fishing vessels. In the interim these moorings will be used as transient moorings.

8. The Harbor Master, with the review and recommendations of the Harbor Commission, shall approve or deny all new applications in writing, within sixty (60) days
of receipt thereof. All renewal applications will be issued or denied in writing no later than June 1 of each year.

c. Transferability. Mooring permits may be transferred to immediate family members of the same or higher priority group as outlined in subsection d. following.

d. Priority for Mooring Locations. The Harbor Master will maintain a chronological list of all applicants requesting a mooring location and ensure that the Harbor Commission and the Town Clerk receive a copy of the list within one (1) week (seven (7) days) after each time the list is updated. The list should be updated at least once annually by no later than April 15.

Within the space available, providing consideration for safety due to the size of each vessel, requests will be treated on a first come, first serve basis. Moorings will be given out in the order in which someone's name is placed on the waiting list, contingent on a mooring space being available which is the length requested by the waiting list individual. The decision will be based on the judgement of the Harbor Master with review and approval by the Harbor Commission. Additionally, when a commercial mooring space becomes available, it is to be given to the next individual seeking a commercial mooring, in order to maintain the commercial to recreational boater ratio. If an individual on the waiting list is given a mooring space and they then request a one (1) year delay before placing their boat on a new mooring, they must place the appropriate size boat on the mooring during the following season.

If there is appropriate space a boat length increase request may be granted at the discretion of the Harbor Master with approval of the Harbor Commission.

When a space assignment is offered to the first individual on the mooring waiting list with a boat of the appropriate size for said space, the individual has the privilege of refusing the space twice and remaining at the top of the mooring waiting list. A third refusal of an open space assignment will result in the individual being removed from the mooring waiting list. If the individual at the top of the list refuses a mooring assignment, the next person on the list will be offered the available mooring location, and so on. It is the responsibility of individuals on the mooring waiting list to keep their contact information current with the Harbor Master. If contact information is not kept current, the individual may be removed from the mooring waiting list.

e. Occupation of Mooring. No boat shall occupy a mooring other than the one for which it is registered. The Harbor Master shall have the authority to move any boat violating the provisions of this section and such movement shall be at the owner's expense and risk. The Harbor Master may permit the temporary use of a mooring by another boat of the same, or smaller size, for up to seven (7) days per year, upon the written application of the registered permit holder. The owner shall not receive any money, or any other form of remuneration, for the temporary use by another boat on his or her mooring. Another boat on the mooring does not contribute toward the four (4) week minimum occupancy required for the permit holder's boat.

f. Fee for License. The Harbor Master shall collect a fee from each applicant for each license issued by him/her. The fees shall be deposited with the Town Treasurer of the Town of Little Compton to the account of the General Funds of the Town. License
will be revoked if the application accompanied by completed mooring inspection form as set forth in paragraph h. below and fee is not submitted before April 1 of each year.

The following fees are fixed and ordered to be paid annually. For each mooring for all boats of whatsoever length, propelled by oars, sails or motors, which are maintained principally for the recreational use of the owners thereof, at the rate of seven ($7.00) dollars per foot of length; and for all such boats which are maintained principally for commercial or profit-making purpose by the owners thereof, at the rate of ten ($10.00) dollars per foot of length. All boats shall be measured for purposes of this subsection from the outermost point of the bow to the furthest point of the stern. The minimum annual fee for any boat maintained for recreational purposes shall be sixty ($60.00) dollars, and for any boat maintained for commercial or profit-making purposes shall be seventy-five ($75.00) dollars.


g. Numbering and Winterizing.

1. Each mooring in the waters of the Town of Little Compton will be assigned a number by the Harbor Master or his/her designee. The number will be displayed in contrasting color in two (2) places on each mooring buoy or pick-up float in block letters at least three (3) inches in height.

2. Any mooring not displaying a mooring registration number will be considered an unregistered/unpermitted mooring. Unregistered/unpermitted moorings and any boats attached thereto, will be removed at the owner's risk and expense.

3. Winter Mooring Spars. Winter mooring spars shall be readily visible above the water at all times and shall be removed not later than June 15 of the next succeeding year. Winter spars shall not be set until on or after the first day of October of each calendar year.

-h. Specification of Mooring Tackle.

[recommend deleting the table (h.1.)and replace with the following text]

1. Recognizing that a variety of bottom compositions exist within Sakonnet harbor, and recognizing that more severe wind and wave conditions exist at other mooring areas of the Town, the specification of ground tackle, design and inspection plan for a mooring system require site-specific approval from the Harbormaster. Guidelines in sections h.2-h.7 are provided for planning purposes only.

[Delete] 1. Mooring tackle shall meet at least the following minimum requirements:
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<th>Registered Boat Length Feet</th>
<th>Mushroom Anchor Pounds</th>
<th>Bottom Chain</th>
<th>Top Chain</th>
<th>Nylon Dacron Line</th>
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<td>750</td>
<td>1</td>
<td>1/2</td>
<td>11/4</td>
</tr>
</tbody>
</table>

2. The maximum length of the headfast shall be two and one-half (2 1/2) times the distance from the bow chock to the water plus the distance from the bow chock to the mooring cleat or post.

3. All headfast lines running through the chock or any other object where chafing may occur shall have adequate chafe guards.
4. The total scope of the chain shall be two and one-half (2 1/2) times the depth of the water at high tide. The bottom and top chain shall each consist of approximately fifty (50%) percent of the scope.

5. All shackles, swivels and other hardware used in the mooring hookup shall be proportionate in size to the chain used.

6. All shackles shall be properly seized.

7. It is recommended that the headfast be spliced or shackled into the bitter end of the top chain below the buoy so the strain is not carried by the buoy. The use of a second headfast in heavy weather is encouraged.

   i. Inspection Procedure.

1. All moorings in water shall be inspected at least once every year at the owner's expense by a Qualified Inspector. Such inspection shall be made by raising the mooring, or in the case of moorings which are determined by the Harbor Master to be of such weight that they cannot be conveniently raised, inspection may be made underwater. Raising mooring anchor for the sole purpose of inspection is prohibited. Inspection of submerged mooring system components shall be accomplished by diving unless specifically authorized by the Harbormaster. The Harbor Master shall maintain for each mooring in use in the harbor, a record of the name of the Qualified Inspector who made each inspection thereof, and his/her report, each such record to cover no less than four (4) consecutive years prior to the most recent inspection. In the event that the ground tackle of any mooring shall have been replaced in its entirety since the most recent annual inspection, and provided that such newly replaced ground tackle shall have met the approval of the Harbor Master at the time it was first put in place, annual inspection thereof shall be waived until it shall have been in place at least twenty-four (24) months. In no case shall the annual inspection be waived for any such mooring more than once.

2. If, as the result of the annual inspection of a mooring, the Qualified Inspector shall determine that any chain is warped or worn by one-third (1/3) of its normal diameter, all tackle shall be replaced by the owner thereof. Failure to make such replacement shall be grounds for revocation of the mooring license issued to the owner, or refusal to renew the same, by the Harbor Master, as appropriate.

3. No renewal of a mooring license shall be issued by the Harbor Master unless the application therefor shall be submitted in appropriate form, shall be accompanied by a certificate signed by a Qualified Inspector certifying that said mooring has been inspected within the last six (6) months and found to be in satisfactory condition, and shall also be accompanied by payment in full of the appropriate mooring fee as prescribed in Town Regulations.

In the case of moorings which did not pass inspection, and for which repairs were ordered, applications for renewal must be accompanied by the report of the Qualified
Inspector detailing the repairs or replacements which were required with endorsement by the Harbor Master signifying that he/she is satisfied that the necessary work has in fact been completed. All such applications for renewal must also be accompanied by the payment of the appropriate mooring fee.

4. No mooring tackle in place, which shall have failed to pass inspection, shall be used to moor any vessel until repairs to such tackle have been completed and approved by the Harbor Master in accordance with the provisions of paragraph i, 2 and 3 above; nor shall any mooring tackle in place be used for the mooring of any vessel belonging to or authorized by the person to whom that mooring location had been assigned unless such person has in his/her possession a valid and current license for the use of such mooring location issued by the Harbor Master.

j. Qualification of Inspectors. A person appointed by the Harbor Master must be able, upon demonstration to him/her of their familiarity with the rules and regulations of the Town relating to mooring tackle inspection, to be considered a Qualified Inspector. Such approval may be revoked by the Harbor Master if it shall appear to him/her that the Inspector has failed to exercise due diligence in performing their duties as an Inspector.

k. Permanent Moorings Not Permitted. No permanent mooring shall be installed in said harbor as per the requirements of the United States Army Corps of Engineers.

l. Temporary Mooring. No empty mooring shall be permitted by the Harbor Master to be used by another vessel, unless the mooring’s owner has given prior written, general permission for such use, or unless the Harbor Master determines there to be an emergency. Additionally, under no circumstances shall any fee or payment be levied or accepted by any person for the temporary use of a mooring except for the specific guest moorings of the Town of Little Compton or of the Sakonnet Yacht Club. No visiting boat shall be allowed to spend more than three (3) consecutive nights on any of the guest moorings.

m. Fee for Town Mooring. A fee of thirty ($30.00) dollars shall be charged for the use of the Town Mooring per night, not to exceed three (3) nights per month by any one (1) person/vessel.

n. Forfeiture of Mooring Space. Any owner shall be deemed to have forfeited his/her mooring permit by reason of the following:

1. Removal of tackle and written notification to the Harbor Master/ Harbor Commission that the space is available.

2. Failure to reapply for the mooring permit by April 1 of any season or failure to replace any piece of mooring tackle not complying with the mooring tackle standards hereinafter set forth.

3. Failure to resurface or replace mooring within sixty (60) days after being advised by the Harbor Master that the mooring is down.

4. Failure to pay a mooring fee by April 1 of each year.
5. Failure to have a registered boat on an assigned mooring for four (4) weeks in any one season.

6. Failure to comply with any and all requirements of this section.

o. Moorings not in Sakonnet Harbor. Any mooring placed in waters adjacent to the Little Compton shoreline shall only be allowed if the following criteria are met.

1. Said mooring shall be registered with the Harbor Master.

2. Said mooring shall be placed within the littoral rights of the boat owner.

3. Mooring must conform to all specifications as set forth in this chapter.

4. Mooring owner shall hold the Town of Little Compton, its agents and assigns harmless from any damage caused as a result of mooring failure.

(Ord. 12/8/94; Ord. 10/24/96; Ord. 12/10/98; Ord. 1/9/03; Ord. 12/5/13)

9-1.12 Anchoring.

All anchoring will be under the direction of the Harbor Master. No vessel will be allowed to anchor in Sakonnet Harbor utilizing her own ground tackle and be left unattended by its owner or operator.

When anchoring in a combination mooring and anchoring area it shall be the anchored vessel's responsibility to remain clear of all moored vessels including a change of wind or tide situation.

(Ord. 12/8/94)

9-1.13 Regulations Concerning Sakonnet Harbor.

No person shall have the right to erect a mooring connected to the shore or to any other location in said harbor by means of a pulley rope or any rope or line whatsoever in nature, without the written permission of the Harbor Master.

The placing of lobster pots in Sakonnet Harbor shall be illegal from May 1 until October 31, the Harbor Master shall order removal of all pots or devices found therein during and between these dates.

Except for emergencies, scuba diving shall be permitted in Sakonnet Harbor between the hours of sunset and sunrise only with the prior permission of the Harbor Master or, in his absence, from the policeman on duty.

No boat shall be left unattended on the launching ramp without the prior permission of the Harbor Master or, in his absence, from the policeman on duty.

No boat shall be abandoned in Sakonnet Harbor or on the land owned by the Town of Little Compton at Sakonnet Harbor. The Harbor Master shall arrange for the removal of any boat so abandoned to such place within the Town of Little Compton as
shall be designated by the Town Council and the cost of such removal and any storage fees shall be borne by the owner of such boat.

No tenders, boats, or other craft shall be stored on land owned by the Town of Little Compton, unless the owner of such vessel/craft/boat has a mooring in Sakonnet Harbor, or without prior approval from the Harbor Master; nonetheless, nothing within the foregoing language shall be construed to impinge, or otherwise adversely affect, any rights of the inhabitants of the Town of Little Compton as described in the William Rotch deed, all as more particularly described in Narragansett Real Estate Company v. Mackenzie, 34 R.I. 103 (1912).

No litter, garbage, oil, gasoline or other petroleum products or other material which would cause deterioration of water quality shall be disposed of in Sakonnet Harbor or on the land owned by the Town of Little Compton at Sakonnet Harbor. Any such disposal shall be contained and removed promptly by the owner of the boat or the person causing the same. (Ord. 12/8/94; Ord. 5/24/01)

9-1.14 Violations; Penalty.

Every owner, master or person in charge of any vessel who shall neglect or refuse to obey the directions of such Harbor Master in matters within his authority to direct and every person who shall resist or oppose such Harbor Master in the execution of his duties or shall violate any of the provisions of section 9-1 of this chapter, shall, upon conviction therefor, be fined not exceeding one hundred ($100.00) dollars or imprisonment not exceeding ten (10) days for each offense and each day that such neglect or refusal to obey shall continue after notice thereof is given by the Harbor Master to any owner, master or person in charge of vessel or mooring, shall constitute a separate offense. Any person who shall remove from a location assigned by the Harbor Master any mooring belonging to another, without authority from or under the direction of the Harbor Master, shall, upon conviction thereof, be fined not exceeding one hundred ($100.00) dollars or imprisonment not exceeding ten (10) days.

Any person to whom a mooring location has been assigned who shall permit another boat to use said mooring without authority from or under the direction of the Harbor Master or who shall rent, lease, transfer or exchange said mooring location (such transfer to include family members) without authority from or under the direction of the Harbor Master shall, upon conviction thereof, be fined not exceeding one hundred ($100.00) dollars or face imprisonment not exceeding ten (10) days, and any such rental, lease, transfer, or exchange shall be null and void. (Ord. 12/18/94)

9-1.15 Harbor Master to Serve as Commissioner of Wrecks.

The Harbor Master shall also serve as the Commissioner of Wrecks as provided by Title 46, Chapter 10 of the General Laws of Rhode Island, 1956 as amended. (Ord. 12/8/94)
9-1.16 Schedule of Fines.

The following procedure is hereby established to permit the enforcement of section 9-1 by pecuniary penalty to be recovered by action of debt which may be offered to the person violating the terms thereof. The following schedule of fines is hereby established:

<table>
<thead>
<tr>
<th>Offense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Offense</td>
<td>$10.00</td>
</tr>
<tr>
<td>Second Offense</td>
<td>$15.00</td>
</tr>
<tr>
<td>Third Offense</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

For the purposes of identifying offense fines to be imposed, violations shall be accumulated over a period of twenty-four (24) months. Failure by the violator to dispose of any violation in the manner herein provided will be deemed to be a waiver on the part of said violator to be allowed such privilege, and the Chief of Police will cause a complaint to be filed in the Second Division Court, Newport, Rhode Island.

The Harbor Master shall have printed summonses containing information as to the violation being cited, the manner in which the violator may pay for the offense, by paying the prescribed fee to the Town Treasurer, or set forth the date and time for appearance in Court. (Ord. 12/8/94)

9-1.17 Harbor Management Fund.

a. **Creation.** A Harbor Management Fund is hereby created to receive and expend monies for harbor related purposes as recommended by the Harbor Commission to the Town Council. All revenues generated by town boat launching fees, mooring permit fees, qualified mooring inspectors, other fees of this chapter, and fines levied under the authority of this chapter shall be deposited into said Harbor Management Fund and expended by the Town Council with advice from the Harbor Commission.

Funds shall be dispersed for purposes directly associated with the management and implementation of the Town of Little Compton Harbor Management Plan and this chapter. Monies from this fund shall be allocated to the Harbormaster and/or his designee, subject to Town Council approval, for the purpose of enforcing the provisions of the Town of Little Compton Harbor Management Plan and/or this ordinance. Said Harbor Management Fund shall be established, budgeted and administered in a manner consistent with the procedures of the Town of Little Compton and as approved at the
Annual Financial Town Meeting as per the standard budgetary procedures of the Town of Little Compton. (Ord. 1/23/03)

9-2 Prohibiting the Taking of Sand, Gravel, Stone, Seaweed and Driftstuff From Public Beaches.

9-2.1 Removal of Sand, Gravel, Driftwood Prohibited; Exception for Residents.

No person who is not an inhabitant of the Town of Little Compton shall take, appropriate or carry away any sand, gravel, stone, seaweed or driftstuff from any public beach or commons in the Town. (Ord. 12/12/40, §1)

9-2.2 Penalty.

Any person who may be found guilty of violating the provisions of this section shall be fined not exceeding twenty ($20.00) dollars, or be imprisoned for not more than ten (10) days, for each violation thereof. (Ord. 12/12/40, §2)

9-3 Regulating the Use of Public Recreational Areas.

9-3.1 Wilbour Woods.

Wilbour Woods shall be for the use of Town residents only. These premises shall be maintained in its natural state as a park or as a place of recreation in accordance with the deed of Elizabeth Mason Lloyd to the Town of Little Compton, dated April 14, 1937. (Ord. 6/22/78, § 1; Ord. 8/7/80; Ord. 9/10/81; Ord. 7/7/83)

9-3.2 Adamsville Recreation Field.

The Adamsville Recreational Field shall be for the use of Town residents only. These premises will be maintained for recreational purposes in accordance with the deed of Sophie H. Wheeler to the Town of Little Compton designating these premises as the Philip Manchester Wheeler Memorial Common, dated December 31, 1953.

Horses, motorcycles and motor vehicles shall be prohibited on this field. (Ord. 6/22/78, § 1A; Ord. 8/7/80; Ord. 9/10/81, § 1A)
9-3.3 Hester B. Simmons Lot [Town Lot].

The Hester B. Simmons lot shall be for the use of Town residents only. These premises shall be maintained for recreational purposes in accordance with the Last Will and Testament of Hester Beulah Simmons filed in the records of the Probate Court, Town of Little Compton, July 11, 1949. (Ord. 6/22/78, § 1B; Ord. 8/7/80; Ord. 9/10/81)

9-3.4 Public Beaches.

a. Motorized vehicles of any kind shall not be permitted to traverse any public beach in the Town, except in designated vehicular travel lanes and parking areas. This subsection shall not apply to emergency and maintenance vehicles.

b. During the period from April 1st through Labor Day, no animals will be allowed on Goosewing Beach, except seeing eye dogs on a leash.

c. The setting of fires and fireworks are prohibited on Goosewing Beach.

d. Kite flying is prohibited on Goosewing Beach.

e. During the period from April 1st through Labor Day, except for conservation wardens or their designated representatives, it shall be unlawful for any person to enter any area of Goosewing Beach which has been designated as a nesting area for threatened or endangered bird species and which area is fenced off and duly posted as such. It shall also be unlawful to disturb any such fencing, or any enclosures on the nests, or the birds themselves.

f. During the period when Goosewing Beach is open to the public, parking for both residents and non-residents of the Town shall be provided in a designated parking area on Goosewing Beach, and, fees charged by the Beach Commission for non-residents to park in said area shall be no more than twice the amount charged to residents. No trailers, campers, or commercial vehicles other than pick-up trucks shall be allowed in said parking area, except Town maintenance vehicles. Access to said parking area shall be by means of a vehicular bridge across Tunipus Breachway. Except in the case of emergency vehicles, no vehicles shall enter upon said bridge unless permitted to do so by duly authorized Town personnel.

g. Horses and horse trailers are prohibited from the parking lots of South Shore Beach and Goosewing Beach. Jet skis are prohibited from said parking lots and the swimming areas at all times. The maximum speed limit in the beach parking lots shall be five (5) miles per hour. Parking in the turn-around area at the east end of the South Shore Beach parking lot (designated fire lane) is prohibited. (Ord. 4/4/91; Cord. 8/22/91; Ord. 7/9/92, § I; Ord. 4/22/93)

9-3.5 Hours.
The aforementioned recreational areas shall be closed to all persons, except those receiving special permission of the Town Council, or, in the case of South Shore Beach, the Beach Commission, between the hours of 11:00 p.m. and 6:00 a.m. daily.

9-3.6 Violations, Penalty.

Every offense of this section 9-3 shall be punishable by the imposition of a fine in an amount not exceeding five hundred ($500.00) dollars or by a term of imprisonment not exceeding thirty (30) days, and, in cases involving property damage the wrongdoer shall pay restitution in an amount not exceeding two thousand five hundred ($2,500.00) dollars. (Ord. 6/22/78; Ord. 8/7/80; Ord. 9/10/81, § 1; Ord. 7/9/92, § II)

9-4 Regulating the Management and Use of the Public Dock at Sakonnet Harbor.

9-4.1 Rules Concerning the Dock.

a. Any commercial person or commercial entity who has paid for a registered mooring or a slip in Sakonnet Harbor shall have the use of the dock to load and unload cargo for no additional fees. Other commercial vessels or boats shall pay a fee of three ($3.00) dollars per foot of boat length, per use.

b. Nothing shall be left on the dock at any time whatsoever.

c. No bait shall be dumped into the harbor.

d. The captain of any vessel berthed at the public dock shall not leave the vessel. No vessel shall be berthed at the public dock overnight without the express approval of the Harbor Master.

e. No captain of any vessel berthed at the public dock shall discharge bilge waters.

f. Vessels berthed at the public dock shall immediately be taken out of gear to prevent suspension of the underlying bottom sediments. No vessel shall operate in gear while berthed at the public dock.

g. No discharge of fish waste, cleaning solutions or other waste shall be allowed.

h. No paints, pot dip, or other environmentally hazardous materials shall be stored or applied to any surface on a vessel while berthed at the public dock.

i. Vessels taking on fuel at the public dock shall use the utmost care to prevent spills into coastal waters. Any fuel line in use for taking on fuel shall be manned at all times.
j. No recreational swimming or diving shall be permitted from or adjacent to the dock.

(Ord. 4/23/91; Ord. 6/18/92; Ord. 1/6/94; Ord. 10/24/96)

9-4.2 Rules Concerning the Hoist.

a. The hoist shall be operated exclusively by one of the following persons:
   1. Harbor Master or Assistant Harbor Master.
   3. Sakonnet Yacht Club designees.
   4. Little Compton Fire Chief or designee.

b. All persons desiring to use the hoist must make an appointment with the Harbor Master. Any person or entity who has paid for a registered mooring or a slip in Sakonnet Harbor shall have the use of the crane/hoist to load and unload cargo for no additional fees. Other persons or entities shall be charged a fee of thirty ($30.00) dollars or three ($3.00) dollars per foot per use, whichever is greater.

   Any person or entity who has paid for a registered mooring or a slip in Sakonnet Harbor and who wishes to use the crane to launch or lift a boat from or into the water shall have two (2) such uses per year at no additional charge. Any additional uses or any other person or entity shall pay a fee of thirty ($30.00) dollars or three ($3.00) dollars per foot per boat per use, whichever is greater.

c. The Harbor Master shall supervise the availability of keys to the hoist.

d. The failure of the owner of any commercial fishing vessel to abide by any of the rules set forth in this section shall be cause for the revocation of the privilege to use the hoist by the Harbor Master. The decision of the Harbor Master shall be appealable to the Town Council, whose decision shall be final.

e. All other persons interested in using the hoist must make an appointment with the Harbor Master, who shall operate the hoist.

f. The Harbor Master, or his assistant, shall be responsible for turning off the electricity for the hoist and locking the hoist on a daily basis.

(Ord. 4/23/91, Ord. 7/1/91; 10/10/91; 1/6/94; Ord. 12/8/94; Ord; 10/24/96)

9-4.3 Rules Concerning the Parking Area.

a. The parking of vehicles in the parking area shall be restricted to the owners of commercial fishing vessels and their employees and to persons intending to make recreational use of the harbor and its environs.

b. Ten (10) spaces shall be reserved for the trip fishermen which shall be designated with a sign indicating "trip fishermen parking".
c. With the exception of the trip fishermen parking, no persons shall use or occupy the parking area between the hours of 11:00 p.m. and 5:00 a.m. daily. (Ord. 4/23/91)

9-4.4 Maintenance Program for the Public Dock and Hoist.

a. Supervision and maintenance of the public dock and its facilities shall be the sole responsibility of the Harbor Master.

b. The Harbor Master shall cause the hoist to be inspected annually by a certified hoist engineer.

c. The Harbor Master shall cause the dock to be inspected every five (5) years by a qualified marine contractor.

d. Normal and incidental maintenance of the dock and its facilities shall be completed when practicable by the Town maintenance department.

e. The Harbor Master shall post, inspect and maintain all necessary signs concerning the rules and regulations for the dock and the parking area.

(Ord. 4/23/91)

9-4.5 Violations; Penalty.

Every person found guilty of violating this section shall be fined not more than twenty ($20.00) dollars or imprisoned not more than ten (10) days. (Ord. 4/23/91)
To: Honorable Town Council

From: Antonio A. Teixeira
Town Administrator

Date: January 4, 2024

Subject: DPW truck replacement

The red truck used by the Public Works Director, George Duarte is twenty four (24) years old and it won’t pass inspection. Also, it needs a new plow due to the wiring being different and frail due to its age. Therefore, we need a replacement to keep a full fleet for work and winter plowing.

Director George Duarte and Foreman Kurtis Keohane have done a procurement with three dealers. Please find attached the quotes.

**Jack Madden Fleet** – truck (F350) - $53,455.00 with plow and devices - $8,785 for a total of $62,240.00

**Tasca Automotive Group** - truck (F350) - $54,919.00 – plow not available.

**McGovern Ford of Framingham** – truck (F350) - $61,475.00 with plow and devices - $8,200 for a total of $69,675.00.

We recommend that the Town Council approve the purchase of the much needed replacement as the winter is here.

The purchase will be covered by FY24 Capital funds.

Thank you!

Cc: George Duarte, Director of Public Works
Joe DeSantis, Director of Finance
Hello Carol,

I have been speaking with Polly Allen and she noted that the Coalition annually requests to be included in the town budget. She noted this was the time of year to initiate that request. Previously we have requested $750, however given rising costs and the hope to do a bit more in town next year we would like to advance that to $1,000. We are looking for other grant opportunities and certainly anything the town can do will help to be seen as “in kind” contributions. Please let me know if there is any formal documents I need to submit or anything additional you may need. Thank you very much and have a wonderful holiday season.

Brian Gough
Coordinator
Tiverton & Little Compton Prevention Coalitions
401-965-0197
littlecompton@riprevention.org
Good morning, The Portsmouth Town Council intends to sign a Host Agreement with SouthCoast on January 16. Attached is the Host Community Agreement.

Respectfully, Nancy Howard

https://www.portsmouthri.gov/DocumentCenter/View/5683/Proposed-Host-Community-Agreement

Sent from my iPad
HOST COMMUNITY AGREEMENT

This agreement ("Agreement") is entered into as of the _____ day of _____ (“Effective Date”), by the Town of Portsmouth, a Rhode Island Municipal Corporation (“Portsmouth” or “Town”) and SouthCoast Wind Energy LLC, a Delaware limited liability company ("SouthCoast" or "SouthCoast Wind"). The Town and SouthCoast may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, SouthCoast proposes to construct an offshore wind energy generating facility in federal waters approximately 30 miles south of Martha’s Vineyard and 23 miles south of Nantucket within federal lease area OCS-A 0521, and to connect that facility via export cables through federal and state waters and eventually to an electrical substation at Brayton Point, in order to connect to the regional electric grid (collectively, the “Project”).


WHEREAS, the Project will be built in two separate construction phases of transmission connector facilities beginning at different times of approximately 1200MW each (indicated on Exhibit B as “Project 1 and Project 2”), with each phase requiring two offshore power cables and a single communication cable (these cables will typically be bundled). The proposed offshore cables will come ashore in and traverse Portsmouth before continuing to Brayton Point (collectively, the “Onshore Export Cables”).

WHEREAS, SouthCoast is evaluating several potential cable landing and crossing locations for the Onshore Export Cables in Portsmouth as shown in Exhibit A and further described below. From these candidate landfall locations (“Landing Sites”), the routing would consist of a shoreline landing and shoreline departure conducted via horizontal directional drilling (HDD) with approximately two miles of underground transmission line between as further described below. SouthCoast has identified its preferred routes in its application filed with the Rhode Island Energy Facility Siting Board.

WHEREAS, the Onshore Export Cables will be underground, with no above ground facilities, buildings, nor interconnections within the Town of Portsmouth. The Onshore Export Cables do not typically require maintenance, nor scheduled servicing.

WHEREAS, to construct the Project and/or Onshore Export Cables, SouthCoast will seek various local, state and federal permits and approvals, including, but not limited to, the Rhode Island Energy Facility Siting Board and the Massachusetts Facilities Siting Board (each a “Siting Board” and collectively “Siting Boards”), the Rhode Island Public Utilities Commission (“PUC”), as well as other applicable local and state agencies in Rhode Island and Massachusetts and federal agencies with jurisdiction over the Project. SouthCoast also intends to seek the approval and/or required advisory opinions of applicable boards and committees of the Town.
WHEREAS, the Town desires, through this Agreement, and through all legal powers and remedies available to it, to protect the best interests of its residents, businesses and corporate organization at all times to ensure that the Project is constructed, operated, and maintained in a safe, efficient and beneficial manner.

WHEREAS, the Town is intended to be a Host Community for the Landing Sites and Onshore Export Cables.

WHEREAS, SouthCoast desires to provide the Town with certain payments and economic investments, in consideration of the obligations contained in this Agreement and the Town’s willingness to be a Host Community for the Project and Onshore Export Cables. The payments and economic investments provided under this Agreement shall be allocated and committed to initiatives in the Town’s sole discretion.

WHEREAS, SouthCoast and the Town wish to collaborate to ensure the successful and safe construction and implementation of the Project, which will bring significant environmental, economic and reliability benefits to Rhode Island and the region and bring significant revenues to the Town.

WHEREAS, SouthCoast and the Town desire to enter into this Agreement to memorialize the Parties’ commitments in connection with the development of the Project and/or Onshore Export Cables.

WHEREAS, pursuant to Title 44, Chapter 3, Section 9.10 of the Rhode Island General Laws, SouthCoast and the Town are entitled to negotiate and agree upon payments in lieu of real property and personal property taxes.

WHEREAS, evidenced through this existence of this Agreement, the Town supports SouthCoast in development of its Project and the Onshore Export Cables.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the benefits to the Town resulting from the Project, including the payments made by SouthCoast to the Town ("HCA Payments"), the Town and SouthCoast hereby agree as follows:

1. **ROUTE SELECTION: ONSHORE EXPORT CABLES**
   a. **ONSHORE EXPORT CABLES**

1.1 The Town and SouthCoast shall work cooperatively on finalizing the route(s) for the Onshore Export Cables, including minor modifications to the proposed routes that have been submitted to the Siting Boards. The Town agrees to not oppose the Project and/or Onshore Export Cables before the Rhode Island Energy Facilities Siting Board.

1.2 The Rhode Island Siting Board’s review of the Project will include an analysis of routes as included in SouthCoast’s petition to the Siting Board for the Project. The two alternative (but
largely overlapping) preferred routes described in Exhibit A, for the Onshore Export Cables sited in Portsmouth, consist of one associated with proposed landfall departure at the Montauk Country Club property, and the other associated with the proposed landfall departure utilizing the Roger Williams University property.

1.3 In addition, the Siting Boards may analyze alternative overland routes, for example, running south to north on Aquidneck Island and in neighboring Massachusetts, or other routes that have been, or may be, presented to the Siting Boards as part of SouthCoast’s petition for a Siting Board license to construct and operate the Project and/or Onshore Export Cables. To the extent that the Siting Boards approve an alternative route different than the two proposed routes for the Onshore Export Cables set forth in Exhibit A, or to the extent that SouthCoast proposes to utilize, expand or modify the use of the Onshore Export Cables for any additional projects or entities, the Parties agree to negotiate in good faith to amend this Agreement to account for a different route or for any different use for the Onshore Export Cables.

II. EASEMENTS AND GRANTS OF LOCATION

2.1 As a condition to SouthCoast’s payments to the Town as further described in Section VI, the Town agrees to grant to SouthCoast, the following:

   a. As to public ways within the Town, grants of location (or, upon mutual agreement between SouthCoast and the Town, easements) in, through, under and across said public ways (or properties which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town) along the considered route(s) sufficient for purposes of constructing, installing, operating and if necessary inspecting, repairing, replacing, maintaining and decommissioning the Onshore Export Cables.

   b. As to Town property that is not a public way (or property which the town has the right to use for all purposes for which streets and ways are commonly used within the Town), including but not limited to beaches and parks, easements in, through, under and across said Town property along the considered route(s) sufficient for purposes of constructing, installing, inspecting, repairing, replacing, operating, maintaining, and decommissioning the Onshore Export Cables.

2.2 All easements or property access agreements granted under this Section shall be in form and substance reasonably acceptable to both SouthCoast and the Town and shall be promptly recorded (or noticed in a memorandum thereof) in the Portsmouth Registry of Deeds by the Town at SouthCoast’s cost and expense. In the event of any inconsistency between the form of easement or property access agreement and this Agreement, the terms of the final agreed upon easement and/or any property access agreement shall control. No easement or grant of location granted under this Section shall be revoked or relocated without written agreement by both the Town and SouthCoast.

2.3 Notwithstanding any other provision in this Agreement to the contrary, SouthCoast
expressly acknowledges and agrees that any easement(s) or grant(s) of location are not and shall not be construed or treated as a consent of the Town to an eminent domain taking of the same or an exercise of powers under any other statute or regulation of similar import.

III. CONSTRUCTION AUTHORIZATION

3.1 To minimize the construction impact on the Town, the scope of all easements and grants of location for the Onshore Export Cables shall authorize SouthCoast to install, construct, operate, maintain, repair, and replace the Onshore Export Cables, from time to time, in accordance with all applicable federal, state, and local rules, regulations, laws and approvals.

IV. PERMITTING OBLIGATIONS

4.1 As to any SouthCoast construction activities for the Project, or future projects under Town-owned property or municipal roadways, SouthCoast agrees to procure all required permits and approvals, and to coordinate construction schedules and construction plans with the requisite Town departments in accordance with applicable Town policies, practices, and procedures.

V. TOWN COOPERATION

a. REGULATORY AND OTHER APPROVALS

5.1 If SouthCoast seeks permits and/or relief from the Town, the Siting Board or from advisory opinions from the Town for the Onshore Export Cables the Town agrees not to oppose such permits and/or request for relief before applicable Town boards and departments having jurisdiction over the same including, without limitation, the Zoning Board of Review, the Town Council, the Planning Board, and the Building Department.

5.2 To the extent that approvals and/or advisory opinions of other Town boards and departments are required for the Project and/or Onshore Export Cables, the Town will similarly not oppose SouthCoast’s requests for relief before those boards.

5.3 To the extent that approvals and permits from other state and federal agencies are required for the Project and/or Onshore Export Cables, the Town will not similarly oppose SouthCoast’s request for the same.

b. COOPERATION

5.4 The Town agrees to not oppose the Project and/or the Onshore Export Cables and will work cooperatively with SouthCoast (i) to provide requested information from the Town as may be needed for SouthCoast’s permitting efforts at federal, state, regional and local levels; (ii) to provide information and guidance to SouthCoast to facilitate an efficient planning and construction process and to minimize disruption to the Town and its residents; (iii) to coordinate with SouthCoast on construction scheduling, including granting licenses where necessary to facilitate construction access, (iv) to consider promptly and in good faith all requests from SouthCoast, in addition to those identified in Section II, for a) additional easements or property access agreements with respect to Town property identified by SouthCoast as necessary to the Project and/or Onshore Export Cables and lying on one or more of the proposed Project routes as shown in Exhibit A, or
other such Town property as mutually agreed by the Parties, and b) sufficient authorizations acceptable to SouthCoast pursuant to Section II with respect to any easement or property access granted; and (v) to ensure the successful and safe construction and implementation of the Project and/or Onshore Export Cables, which the Parties agree will contribute to the region’s renewable energy supply, create construction jobs, stimulate the local economy, and bring significant revenues to the Town.

5.5 The Town states that its Town Council is authorized by state and local law to grant grants-of-location, and the Town agrees, by and through its Town Council, to grant grants-of-location in all Town public ways (or properties which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town), identified by SouthCoast as necessary to the Project and/or Onshore Export Cables and lying on one or more of the proposed Onshore Export Cable routes as shown in Exhibit A (or other such locations as otherwise mutually agreed by the Parties).

5.6 The Town agrees to not file or submit any briefs, motions, filings or comments opposing the Project and/or the Onshore Export Cables with or to any local, state and/or Federal agencies, or oppose the project in any appeal of any Final Order of the Siting Board regarding this Project.

VI. FINANCIAL AGREEMENTS AND MITIGATION

a. HOST COMMUNITY AGREEMENT PAYMENTS

6.1 To compensate the Town for impacts and potential disruptions during construction and for any long term easements and real estate rights necessary to route the Onshore Export Cables through the Town, and to provide compensation and community benefits to the Town in connection with the Project, SouthCoast shall provide the Town annual HCA Payments, inclusive of certain amounts designated as payment in lieu of real and personal property taxes attributable to SouthCoast’s real and personal property in connection with the Project located in the Town for the duration of this Agreement. For the purposes of this Agreement, the Parties define “Start of Construction” to mean the date of the start of onshore construction of each 1200MW phase of the Onshore Export Cables for the Project within the Town. HCA Payments shall be applied and spent in the Town’s sole discretion. The total amount of HCA Payments, in the amount of twenty-three million two hundred twenty-four thousand six hundred seventy-three dollars ($23,224,673) for both construction phases, are set forth in Exhibit B (Schedule of Payments) and are further explained as follows:

6.2 Pre-Operation Payments. SouthCoast agrees to make an initial non-refundable payment to the Town of five hundred thousand dollars ($500,000) within thirty (30) days of the Effective Date of this Agreement in consideration of the Town’s commitment to cooperate with SouthCoast as a Host Community (“Pre-Operation Payment”).

6.3 Contingency of Payments. Any HCA Payments besides the Pre-Operation Payment shall be contingent upon SouthCoast Wind’s decision to proceed with the construction of each 1,200MW phase of the Onshore Export Cables within the Town for its Project, and on SouthCoast Wind’s ongoing construction and/or operation of each 1,200MW phase of the Onshore Export Cables within the Town for its Project.
6.4 **Pre-Construction Payments.** Within thirty (30) days of the Start of Construction for each phase, SouthCoast shall make payments to the Town as follows: payment to the Town of two hundred fifty thousand dollars ($250,000) at the Start of Construction for the first phase of the Project; and a payment to the Town of another two hundred fifty thousand dollars ($250,000) at the Start of Construction for the second phase of the Project in consideration of the Town’s continued commitment to cooperate with SouthCoast.

6.5 **Portsmouth Resilience Fund or Public Benefit Project Payment.** To assist with the Town’s efforts to fund projects to address the impacts of climate change through long-term climate resiliency projects, or to fund other beneficial projects to be determined in the Town’s sole discretion, SouthCoast shall pay to the Town a payment of three million two hundred fifty thousand dollars ($3,250,000), to be paid to the Town within thirty (30) days of the Start of Construction for the first phase of the Project.

6.6 **Annual Payments.** Within thirty (30) days following the Start of Construction and continuing each anniversary thereafter (as calculated pursuant to Exhibit B), SouthCoast shall pay to the Town the amount of two hundred and fifty thousand dollars ($250,000) as the first of twenty (20) year annual payments (“Annual Payments”) for each phase of the Project, and shall thereafter pay to the Town such annual amount, plus a 2.5% per year escalation factor, for each phase of the Project, as set forth in the HCA Summary in Exhibit B. In the event that each phase of the Onshore Export Cables for the Project is still operating in subsequent years twenty-one (21) through thirty-three (33), SouthCoast shall pay to the Town the annual amount of one hundred twenty-five thousand dollars ($125,000) for each phase of the Project, plus a 2.5% per year escalation factor, as set forth in the HCA Summary in Exhibit B. In the event that SouthCoast intends to utilize the Onshore Export Cables for either phase of the Project, or for any future project, beyond year thirty-three (33), the Parties agree to negotiate in good faith by either amending this Agreement or entering into a new Host Community Agreement on mutually agreeable terms. The Annual Payments are intended to compensate the Town as a Host Community and are to be allocated and expended within the Town’s sole discretion.

6.7 **Contingency of HCA Payments.** In the event that SouthCoast fails to commence construction within the Town, fails to commence commercial operation of the Project, or ceases operation of the Project, any Annual Payments that remain due to the Town shall be null and void and SouthCoast Wind shall have no further HCA Payment obligations.

6.8 **Projected HCA Payments.** The total projected annual HCA Payments considered are set forth in Exhibit B. SouthCoast shall notify the Town in writing once it has selected the definitive locations and routes for the Landing Site and Onshore Export Cables; provided, however, said selection shall occur on or before the Start of Construction.

6.9 **Taxation.** From the respective Starts of Construction for each phase of approximately 1200MW interconnected to the Project through year 10 following each Start of Construction as detailed in Exhibit B of this Agreement for each phase, a fixed portion of each of the Annual Payments set forth in paragraph 6.6 and the HCA Summary in Exhibit B, in the amount of one hundred twenty five thousand ($125,000) of the total Annual Payment in each year, shall be
allocated and deemed to be a payment in lieu of taxes (PILOT) and a stabilized amount of taxes to be paid on account of the Onshore Export Cables located in the Town. In this regard, the Town Council has determined pursuant to R.I. Gen. Laws § 44-3-9.10, after a duly noticed public hearing, that the granting of an exemption or stabilization of taxes will inure to the benefit of the Town by reason of: (a) the willingness of SouthCoast as a manufacturing and commercial concern to locate its facility in the Town; and (b) an improvement of the physical plant of the Town that will result in long-term economic benefits to the Town and the State.

For purposes of calculating the taxes due and owing for SouthCoast’s real and personal property in the Town for the remainder of the Agreement beyond year 10, SouthCoast shall pay such taxes pursuant to applicable laws with respect to the valuation, assessment or abatement of taxes due and owing to the Town. SouthCoast Wind’s tax payments shall be an offset against the Annual Payment that would otherwise be due, such that the total amount paid by SouthCoast Wind to the Town beyond year 10 does not exceed the amount on Exhibit B.

VII. ROADWAYS AND PUBLIC LANDS

7.1 SouthCoast has not made a final route selection for the Onshore Export Cables and therefore site-specific conditions cannot be identified at this time. SouthCoast and the Town will review such plans when available and the Town agrees that its approval of these plans shall not be unreasonably withheld, conditioned, restrictive in hours of operation or delayed.

7.2 Notwithstanding the above, the parties agree that all work will conform to Rhode Island Department of Transportation and Town specifications for new road construction. SouthCoast agrees to restore roadways to similar condition or a mutually acceptable alternative consistent with then-existing Town policies and procedures.

VIII. DECOMMISSIONING

8.1 In the event the Project is decommissioned, SouthCoast shall comply with the decommissioning requirements set forth in the Siting Board’s Final Decision or, if applicable, a “Certificate of Environmental Impact and Public Interest” to be issued by the Siting Board regarding this Project.

8.2 For the avoidance of doubt and in the event of any conflicts, said certificate shall control over any local regulations. Without in any way limiting SouthCoast’s decommissioning compliance obligations under this Section VIII, the Parties acknowledge the possibility that leaving the Onshore Export Cables in place may result in reduced environmental and public interest impacts, from a decommissioning perspective.

IX. OTHER TOWN AGENCIES

9.1 SouthCoast acknowledges and agrees that to the extent that it is required to appear before the Portsmouth Town Council, Zoning Board, and Planning Board in order to show the Project will be in compliance with all requirements of the laws, rules regulations and ordinances under the Energy Facility Siting Act (R.I. Gen. Laws Chapter 42-98), it agrees to provide full and complete
information pursuant to applicable statute or regulation in support of its application(s).

9.2 The Town acknowledges that the license granted by the Siting Board constitutes a granting of all permits, licenses, variances, or assents subject to the jurisdiction of the Siting Board, which under any law, rule, regulation or ordinance of the State or of a political subdivision thereof would, absent the Energy Facility Siting Act, be required for the construction of the Project. The Town agrees not to oppose SouthCoast through the siting and permitting process, including SouthCoast’s applications and any public hearings. Furthermore, the Town shall not appeal any permits and/or approvals granted by other Town agencies regarding this Project and/or Onshore Export Cables.

X. CONTINUING REVIEW AND PROMPT DISCLOSURE

10.1 The parties agree to meet annually starting in 2024, and more often, if necessary, to review in good faith the parameters of the Project, its equipment, its effect on the environment, and any other matters of material importance to its performance.

10.2 Each Party agrees to provide copies of all required public filings and correspondence with public agencies to the other Party promptly upon filing. Each Party further agrees to notify the other of any facts, circumstances, information, or developments that a reasonable observer would deem material to the Town’s or SouthCoast’s interests, including, without limitation, environmental considerations.

XI. DEFAULT; REMEDIES

11.1 Any Party that fails to satisfy any obligation under this Agreement in a material and timely manner may be declared to be in default by the other Party upon receipt of written notice stating the basis for the same. The defaulting Party shall have thirty (30) days from receipt of the Notice of Default to cure the default, unless such time is further extended by agreement with the other Party. All obligations of the Parties under this Agreement, including but not limited to payment obligations, shall continue during any initial or extended cure period.

11.2 Limitation on Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND REGARDLESS OF THE EXISTENCE OF INSURANCE THAT MAY COVER LIABILITY FOR SUCH DAMAGES.

XII. INCORPORATION OF CONDITIONS

12.1 SouthCoast agrees to support any motion or request made by the Town to the Rhode Island Siting Board to incorporate the conditions contained in this Agreement as conditions of any Final Order of the Siting Board in the proceedings.
XIII. **DISPUTE RESOLUTION**

a. **Generally:** The Parties agree to use reasonable efforts to resolve any dispute arising under this Agreement informally.

b. **Mediation:** In the event the Parties cannot resolve a dispute arising under this Agreement informally, either Party to the dispute may request mediation upon Notice to the other Party. The Notice shall identify the nature of the dispute, and a proposed mediator(s).

   i. Within thirty (30) days of the Notice of the request for mediation, the Parties shall agree upon a mediator and enter into a mediation agreement with the mediator. If the Parties cannot agree upon a mediator and mediation agreement within that time, they shall be deemed to have selected the American Arbitration Association ("AAA") mediation services which shall appoint a qualified mediator to hear the dispute.

   ii. The Parties shall engage in and conclude the mediation within ninety (90) days of Notice of the request for mediation unless they agree to extend that time.

   iii. If mediation is unsuccessful, the Parties shall be free to exercise any rights or remedies they may have pursuant to this Agreement or otherwise.

c. **Exception:** In the event of exigent circumstances, either Party may pursue judicial relief regarding events of default without first resorting to mediation.

XIV. **VENUE AND JURISDICTION**

14.1 Unless the Parties otherwise agree in writing, all actions within the Courts of Rhode Island shall be filed in the Superior Court.

14.2 Unless the Parties otherwise agree in writing, any Federal actions shall be filed in the United States District Court for the District of Rhode Island.

XV. **INDEPENDENT RHODE ISLAND CONTRACT**

15.1 This Agreement shall be governed by and construed as a Rhode Island contract in accordance with Rhode Island laws, exclusive of its conflicts of law rules. It shall have independent legal significance and, in the event of a conflict with the terms of any administrative order, or otherwise, the terms of this Agreement shall prevail.

15.2 If any portion of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to remain in full force and effect, except as necessary to accommodate such finding of invalidity in order that both parties shall be provided with the benefits and burdens of the obligations set forth herein.

XVI. **NOTICE**
All notices or correspondence with the Town shall be addressed to:

Town Administrator  
Richard A. Rainer Jr.  
Town of Portsmouth  
2200 E. Main Road  
Portsmouth, RI 02871

With a copy to:

Town Solicitor  
2200 East Main Road  
Portsmouth, RI 02871  
Attention: Kevin Gavin

And

Adler Pollock & Sheehan P.C.  
One Citizens Plaza  
Providence, RI 02903  
Attention: Alan Shoer

All notices or correspondence with SouthCoast shall be addressed to:

SouthCoast Wind Energy, LLC  
101 Federal St, 16th Floor.  
Boston, MA 02110  
Attn: General Counsel

With a copy to:

Partridge Snow & Hahn LLP  
40 Westminster Street, Suite 1100  
Providence, RI 02903  
Attention: Christian Capizzo

Notice shall be considered delivered if sent via U.S. Postal Service or a commercial delivery service such as FedEx or UPS if, in each instance, a tracking protocol is utilized to record date, time, and place of delivery. Notice shall be effective upon the day following such delivery.

The addresses above shall be utilized unless and until a Party desiring to change such address notifies the other of such change in the manner described above.

XVII. RELATIONSHIP OF THE PARTIES

a. INDEPENDENT ADVICE
17.1 Neither Party, nor any representative or counsel for such Party, has acted as counsel for the other Party with respect to such Party entering into this Agreement, unless expressly engaged by such Party with respect to this Agreement, and each Party represents that it has sought and obtained such legal advice as it deems necessary prior to entering into this Agreement. Neither Party shall act or be deemed to act as legal counsel or a representative of the other Party unless expressly retained by such Party for such purpose, and, except for such express retention, no attorney/client relationship is intended to be created between the Parties.

b. NO PARTNERSHIP

17.2 Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between the Parties.

XVIII. GENERAL TERMS AND CONDITIONS

a. MODIFICATION

18.1 No provision of this Agreement may be modified except by a subsequent writing signed by the Parties.

b. AFFILIATES, SUCCESSORS, AND ASSIGNS

18.2 This Agreement is binding upon and shall inure to the benefit of each of the Parties as well as their respective affiliates, successors, and assigns.

18.3 SouthCoast shall have the right, subject to the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed, to assign this Agreement to another entity, upon and subject to SouthCoast first providing the Town documentation reasonably demonstrating that any proposed assignee has the operational and financial capability to perform SouthCoast’s obligations under this Agreement.

18.4 SouthCoast may assign this Agreement to either an affiliate of SouthCoast, or to collaterally assign this Agreement to a project financing entity or lender, as the case may be, without the consent of the Town.

c. INDEMNIFICATION

18.5 SouthCoast acknowledges that the Town, through no fault of its own, may become a party to litigation or may be threatened with litigation relating to or stemming from SouthCoast’s Project or this Agreement. SouthCoast agrees to defend, indemnify, and hold the Town harmless from any cause of action asserted against the Town, its agents, servants, employees, or contractors resulting from or related to the Project or this Agreement, other than those caused by the Town’s negligence (provided, however, that this provision shall not excuse SouthCoast for liability to the Town in proportion to any comparative negligence), willful misconduct, or by breach of this Agreement. Such indemnification shall include, without limitation, the costs of investigation, negotiation, or settlement of such claims whether or not such a claim has been placed in litigation. The Town shall give reasonably prompt notice to SouthCoast of any claim which may be covered
by this provision and shall cooperate with SouthCoast to mitigate any damages, costs and expenses incurred by the Town. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be liable to the other Party for damages on account of lost profits or opportunities or business interruption.

d. INSURANCE

18.6 SouthCoast agrees to provide policies of commercial liability insurance from insurance companies domiciled in the United States, acceptable to the Town of Portsmouth in its reasonable discretion, naming the Town of Portsmouth individually and/or as an additionally-named insured for such coverage. If requested, all such required policies of insurance shall be delivered to the Town before any construction of the Onshore Export Cables shall be commenced. If any such coverage is cancelled or becomes unavailable, it shall be a material breach of this Agreement and entitle the Town to equitable and legal relief before any agency or court of competent jurisdiction.

e. LEGAL COSTS

18.7 SouthCoast agrees that it will not seek attorney’s fees from the Town in any matter relating to this Agreement or the Project and/or the Onshore Export Cables.

f. ENFORCEMENT AUTHORITY NOT WAIVED

18.8 Unless otherwise agreed herein, including but not limited to Section V, this Agreement does not preclude Town boards or officials from i) taking any action within the scope of their legal authority on petitions submitted to them by SouthCoast, or ii) taking enforcement positions within the scope of their official duties with regard to the Project. Nor does this Agreement preclude legal counsel for the Town from i) defending decisions of Town boards or officials on petitions submitted to them by SouthCoast, or ii) defending enforcement decisions of or commencing enforcement actions on behalf of Town boards or officials within the scope of their official duties with regard to the Project.

g. FORCE MAJEURE

18.9 It is understood and agreed that the Parties hereto shall make a reasonable and good faith effort to perform their obligations under this Agreement. If and to the extent, but only to the extent, that either Party is prevented from performing its obligations hereunder by an event of force majeure, such Party shall be excused from performing hereunder for said period, and shall not be liable in damages or otherwise, and the Parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any i) storm, flood, earthquake, hurricane, cyclone, typhoon, lightning, landslide, drought, tornado, tidal wave, blizzard, ice storm, or other natural disaster; (ii) explosion, structural collapse, evacuation, fire, sonic boom, pressure waves, bombing, hostage taking, kidnapping, physical criminal acts, accidents involving any aviation, nautical, or automotive vehicle or other means of conveyance, whether manned or unmanned, motorized or unmotorized, iii) plague, epidemics, or nuclear, chemical, or biological incidents or contamination, iv) civil disturbance, invasion, riot, coup, revolution, war (whether declared or not), civil war or any other armed conflict, military or non-military interference by any third party state or states, acts of terrorism or serious threats of terrorist attacks, v) sabotage, piracy, blockade, siege, embargo,
strikes, boycotts, labor disputes, vi) interruptions, loss, or malfunctions of utilities, communications, or computer services; and vii) states of emergency declared by a local, state, or federal official or agency, acts of God, or acts of the public enemy. Notwithstanding the foregoing, the parties acknowledge the existence of the COVID-19 pandemic and agree that the existence of the COVID-19 pandemic does not preclude the right to claim an event of force majeure if such impacts from COVID-19 arise after the effective date of this agreement, could not be mitigated by exercise of reasonable diligence and evidence of such unanticipated impacts can be proven. In development of this Agreement, each Party warrants that as of the date this Agreement is executed, no event of force majeure exists which would prevent its performance hereunder.

h. COUNTERPARTS

18.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

i. GENERAL AUTHORITY; REPRESENTATIONS; ORGANIZATION

18.11 Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and authorized and in good standing under the laws of the state of its organization, and in each jurisdiction where it is required to be qualified as a foreign organization or entity; (b) as applicable to each Party, it has all requisite power to own, operate, grant easements in, and lease its properties and to carry on its business as now conducted; (c) it has or will endeavor to obtain all regulatory and other authorizations and approvals necessary for it to legally perform its obligations under this Agreement; (d) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party, or any law or regulation applicable to it; (e) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms thereof (except as otherwise provided by law); (f) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; and (g) there are no legal proceedings that would be reasonably likely to materially adversely affect its ability to perform this Agreement.

j. ANTI-BRIBERY

18.12 Each Party, and any of their respective officers, directors, members, partners, shareholders, employees, agents or Affiliates (or any officer, director, member, partner, shareholder, employee or agent of such Affiliates) shall comply with all applicable anti-bribery and anti-corruption laws and regulations (collectively, the “Anti-Bribery Laws”). The Parties shall comply with such Anti-Bribery Laws, and shall be liable, as determined by law, to the other Party for any breach. For the avoidance of doubt, neither Party shall make, directly or indirectly, in connection with any other business transaction, a payment or gift of, or an offer, promise or authorization to give money or anything of value to any governmental official, instrumentality of a government, or person(s) and/or entity(ies) indicated by a governmental official in order to secure an improper advantage or to influence any action (or failure to act) by an official in his or official capacity or any violation of an official’s lawful duty.
k. NOTICE TO REGULATORS

18.13 The Parties agree that SouthCoast Wind may present this agreement in final form to the Rhode Island Energy Facilities Siting Board.

[SIGNATURE PAGE TO FOLLOW]

Witness our hands and seals,
For the Town of Portsmouth Rhode Island,

Name: Kevin M. Aguiar, Town Council President
Dated:

For SouthCoast Wind Energy LLC,

Name: Francis Slingsby, CEO
Dated:

END OF DOCUMENT
Exhibit A

SouthCoast Routes Under Consideration
EXHIBIT B
SCHEDULE OF HCA PAYMENTS

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December 28, 2023

VIA ELECTRONIC MAIL ONLY

Mr. Robert L. Mushen
Council President
Town of Little Compton
P.O. Box 226
Little Compton, RI 02837

Dear Mr. Mushen:

Based on our meeting and a review of the Town’s request for an audit extension, the remaining items needing completion appear to be reasonable to meet the requested extension timeframe. I am approving an extension to January 31, 2024 for submission of the Town of Little Compton audited financial statements and management letter, if applicable, for the fiscal year ended June 30, 2023. As detailed in our revised policy, no further extensions will be approved beyond this initial one-month extension.

Please refer to our December 1, 2023 email to all finance directors and school business managers for guidance on the timing and coordination of final fiscal year UCOA files and the UCOA Agreed-Upon Procedures. Auditors should have performed the test work necessary to complete the UCOA Agreed-Upon Procedures before issuing the audit report. Communication of the results of the UCOA Agreed-Upon Procedures engagement can follow, but not later than 30 days after completion of the financial statement audit.

Please contact us if there will be any delay to the January 31st issuance of the audited financial statements.

Sincerely,

[Signature]
David A. Bergantino, CPA, CFE
Auditor General

C:
Antonio A. Teixeira
Laurie Dias-Mitchell, Ed.D
Joseph DeSantis
John J. McNamee, CPA
Mary L. Sahady, CPA, Esq.
Stephen E. Coleman, Jr.
Mark Dunham
Mario Carreño
Kevin Rampenthal
STATE OF RHODE ISLAND

Department of Administration
STATE PLANNING COUNCIL
Division of Statewide Planning
One Capitol Hill
Providence, RI 02908-5870

Office: (401) 222-7901
Fax: (401) 222-2083

STATE PLANNING COUNCIL
TRANSPORTATION ADVISORY COMMITTEE
PUBLIC NOTICE

Rhode Island Metropolitan Planning Organization (MPO) Public Participation Plan (PPP) 2024 Limited Update

The State Planning Council’s Transportation Advisory Committee (TAC) is accepting comments on the draft Public Participation Plan 2024 Limited Update.

The State Planning Council (SPC) as the MPO and its staff, the Department of Administration’s Division of Statewide Planning, is the agency responsible for meeting the federal public participation requirements for transportation projects funded by the U.S. Department of Transportation. This Plan reinforces the SPC and Statewide Planning’s commitment to transparent communications and engagement with the public regardless of race, color, national origin, age, income, or ability, and with public and private agencies to support the statewide transportation planning process. This Plan outlines the Division of Statewide Planning and SPC’s responsibilities, goals, and strategies for engaging the public in its planning work. It may be used for the SPC’s planning process for transportation planning including the development of the State’s Long-Range Transportation Plan and State Transportation Improvement Program. The Plan may also be used for the development of the SPC’s non-transportation planning areas including land use planning documents.

This 2024 Limited Update to the PPP reinforces two recommendations provided by FHWA during the 2022 MPO Recertification. The first recommendation was to evaluate the effectiveness of the PPP on a regular basis and transparently coordinate with stakeholders; the second recommendation encouraged RIDSP to take a multi-faceted approach to public engagement that integrated opportunities to enhance early outreach and education, processes for incorporation of comments received, and the evaluation of additional public and stakeholder outreach and engagement. Furthermore, in light of COVID-19, this "limited update" integrates a multi-faceted approach, along with virtual public engagement and implementation into the Information Dissemination, Targeted Consultation, and General Participation Strategies adopted in the 2019 Public Participation Plan.

A public comment period of 45 calendar days is provided and concludes on February 5, 2024. The draft Plan is available for review at www.planning.ri.gov or at the R.I. Division of Statewide Planning’s Office between 8:30 a.m. and 4:00 p.m., Monday through Friday. A copy (including plain-text document requests) may also be obtained by calling (401) 222-7901.

The TAC will conduct a public hearing to accept comments on the proposed Public Participation Plan on,

Monday, January 22, 2024 at 5:30 p.m.
Warwick Public Library
600 Sandy Lane – Room 101
Warwick RI 02889

In addition, two virtual listening sessions will be held on Tuesday, January 23, 2024, via Zoom at 12:00 p.m. and 6:00 p.m. The links to the Zoom sessions are provided below:
Listening Session #1
January 23, 2024 – 12:00 p.m.
https://us02web.zoom.us/j/85166464172
Meeting ID: 851 6646 4172
Dial-in: 1 (646) 558-8656

Listening Session #2
January 23, 2024 – 6:00 p.m.
https://us02web.zoom.us/j/82751658145
Meeting ID: 827 5165 8145
Dial-in: 1 (646) 558-8656

Comments must be submitted via the Online Public Comment Form accessible here: 
https://planning.ri.commentinput.com/?id=MNAcsgkfa . All comments on the Public Participation Plan 2024 Limited Update must be received by 4:00 p.m. on February 5, 2024. The TAC will not accept oral public comments during the meeting related to the Limited Update.

The public meeting location is (ADA) accessible to individuals with disabilities. Any individual requiring a reasonable accommodation to participate in this meeting should contact Thomas Mannock, Ph.D. at 401-222-6377 (voice) as soon as possible. Individuals requesting foreign language translation services should contact Mr. Benny Bergantino at (401) 222-1755 at least five (5) business days prior to the scheduled start of a meeting. Public transit schedule information for the workshops is available from RIPTA at (401) 781-9400 or www.ripta.com

Mason Perrone
Secretary, Transportation Advisory Committee
December 21, 2023