Date posted: FEBRUARY 7, 2023 by 4:00 P.M.

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

TOWN OF LITTLE COMPTON
TOWN COUNCIL
28 Commons – School Library
Little Compton, RI

MEETING OF FEBRUARY 9, 2023

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

AGENDA

7:00 P.M.

Salute to the Flag

Announcements:

1. Healthy Soils and Seas – Monthly Meeting of the Sogkonate Garden Club on March 1st at the LC Community Center. Includes a presentation at 7:30 PM about food waste collection programs that foster composting and improve the health of our soil and ocean
2. Feb. 5 – 11 2023 National Burn Awareness Week – information located on the Town Website offering links on the subject

Approval of Minutes – January 19, 2023

Department Head Reports:

1. Town Clerk – January 2023
2. Police Department – January 2023
3. Fire Department – January 2023
4. Finance Director – January 2023
5. Tax Assessor – January 2023
6. Town Administrator – January 2023
7. Building Department – January 2023

Old Business:

1. Consider a draft resolution concerning Offshore Wind Energy Cable Routing.
2. Request from Councilor Golembeske to pass a resolution seeking a moratorium on offshore testing for wind energy turbines.
3. Consider a revised draft Terms of Engagement for Town Solicitor.
4. Request from James O’Dell to continue discussion and process of updating the Control of and Licensing of Dogs Ordinances, which was started prior to the pandemic.
a. Receive communication from Police Chief Raynes requesting the Council petition the General Assembly to amend RIGL 4-13-1 to allow Little Compton to increase fines relating to violations of dog ordinances.
5. Consider a proposal for clarifying the membership of the Agricultural Conservancy Trust and the Conservation Commission.
6. Report from Mike Steers on the progress made regarding the Onsite Wastewater Management Plan drafting.

New Business:

1. Receive and open bid proposals for Solar Panel Installation on municipal buildings
   a. Accept timeline submitted by Town Administrator for review process
2. Receive request from the Town Moderator for the Council to appoint Suzanne Madden as the Assistant Moderator for the ensuing term.
3. Consider a draft resolution in support of housing development and land use.
4. Receive FY24 budget proposal from Town Administrator and consideration of three (3) potential new Articles for the warrant for the Annual Financial Town Meeting
   a. An article to authorize the expenditure of remaining monies of the American Recovery Plan Act funds to accelerate accomplishment of the town’s capital project plans, including (but not limited to) construction of an off-street parking area north of the basketball court and a public works building at the transfer station.
   b. An article to authorize the expenditure of funds of the Infrastructure Improvement and Jobs Act funds to improve broadband access within town and accelerate repair of town roads.
   c. To confirm the description of the boundary between South Shore Beach and Goosewing Beach, as negotiated between the Beach Commission and the Nature Conservancy.
5. Consider approval of contract renewal with Vision Government Solutions (software)
6. Consider approval of contract renewal with CAI Technologies (GIS services).

Board of License Commissioners:

1. Request from the LC Community Center for nine (9) Class F one day Beverage Licenses for various events throughout 2023.

Communications:

1. Copy of an agenda posted by the Coastal Resources Management Council for a semi-monthly meeting of the full council Tuesday, Feb. 14, 2023 at 6 pm to discuss and act on federal consistence decision for CRMC File 2021-06-029 Revolution Wind, LLC Coastal Zone Management Act consistency certification: offshore wind energy facility in federal waters.
2. Request from the Buzzards Bay Coalition to receive permission for the Buzzards Bay Watershed Ride to start in Little Compton on October 1, 2023 at Sakonnet Point
3. Request for support for the LC Food Bank in the form of a budget funding to assist the Food Bank with expanded services to residents.
4. Email stream between Leslie Fox and the RI Dept. of Transportation, Customer Service, concerning the upcoming repaving project for the Commons.
5. Copy of a resolution adopted by the Tiverton Town Council seeking General Assembly authority to license short-term rental (STR) by municipalities
6. Request from the Little Compton Republican Town Committee to use Veterans Field on June 11th, rain date June 25th for the Annual Antique Car Show.
7. Resignation received from Bob Rottmann resigning from the LC Housing Trust, effective immediately.

Consent:

1. Emails received from Frank Haggerty on the subject of Wind Energy Offshore projects
2. Copy of a resolution adopted by the Foster Town Council urging rejection of changes to the RI Enabling Act as proposed by the RI House of Representatives Land Use Commission dated November 10, 2022.
3. Copy of an announcement of a virtual public workshop held Jan. 30, 2023 by RI Dept. of Environmental Management regarding draft water quality restoration studies for Tiverton and Little Compton waterbodies

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 48 hours prior to the meeting.

Two (2) candidates, James Tower and William Rose, who applied to fill position(s) within the Little Compton Fire Department were interviewed. After a brief discussion the following was voted:

Motion made by Councilor Iriarte-Moore, receiving and second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushing): To make a conditional offer of employment to Jason Tower for the position of fire fighter within the Little Compton Fire Department, contingent upon a vacancy occurring within the Department.

Motion made by Councilor McHugh, receiving and second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushing): To make a conditional offer of employment to William Rose for the position of fire fighter within the Little Compton Fire Department, contingent upon approval from the Annual Financial Town Meeting for this position.

At 7:10 PM the Council President led those in attendance in the Pledge of Allegiance to the Flag.

Sidney Usatine from the RI Infrastructure Bank gave a presentation on its Community Septic System Loan Program. A few comments/questions were made:

- Can these loans be used for new construction? Yes.
- Jon Zwarg is the Town’s representative from RI DEM who will assist the town in developing an Onsite Wastewater Management Plan that is required to be approved and in place before the town can join the Community Septic System Loan Program (CSSLP).
- Plans are not a boiler plate/ one size fits all. They vary among the different cities and towns that participate.
- It will take approximately three (3) months once the town applies for the CSSLP for our loan program to be available for use.
- Should the town consider seeking outside help to assist in drafting the plan?

Motion made by Councilor McHugh, receiving and second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushing): To appoint and task Councilor Iriarte-Moore, Mike Steers, Dean Simmons, Denise Cosgrove, Don McNaughton and Tony Teixeira to return to the Council in a month’s time with a recommendation on how to proceed with developing an Onsite Wastewater Management Plan.

Motion made by Councilor Golembeske, receiving and second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushing): To approve, as written the January 5, 2023 Town Council meeting minutes.

Motion made by Councilor Golembeske, receiving and second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushing): To place on file the Police Department and Town Clerk’s Department Head Reports for December 2022.

A letter from the RI Salt Water Anglers Association has been received by the Town. Within this letter they suggest that Route 88 be considered concerning the placement of Offshore Wind Energy Cables. After a brief discussion the following was voted:
Motion made by Councilor McHugh, receiving and second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To charge Councilor Mushen with the task to draft and returning to the next Council meeting a resolution that supports the concept of investigating the possibility of placing Offshore Wind Energy Cables along Route 88 as suggested by the RI Salt Water Anglers Association.

Councilor Golembeske would like to write an additional resolution asking that a moratorium be set regarding testing of the offshore wind energy. As this subject is not on this evening’s agenda it was suggested it be placed on the next agenda for consideration.

Councilor Mushen distributed a draft Terms of Engagement for Town Solicitor to his fellow Councilors.

Discussion points:

- The Council has exceeded the 60 day deadline to hire a Solicitor as per the Home Rule Charter
- Comment that the minutes from January 5th were clarified as follows:
  - Councilor Golembeske asked for clarification of the minutes in reference to the motion made at the December 27, 2022 Council Meeting to task the Town Administrator and the Town Council President to return to a future Council meeting with a draft Financial Agreement for the Town Solicitor. Said Agreement shall include a periodic stipend for expected services, and an allowance for litigation expenses. Seeking clarification as to the term usage of allowance vs. rate. Councilor Mushen responded the intention of the wording to use the term allowance in a broad sense as a periodic stipend and then an allowance to take the form of rate or a charge.
- Varied budgets for the past 4 years for Legal Services, includes
  - Legal Services
  - Legal Contingency
  - Salary
  - Consulting Services
- How to define the Solicitor's total for all services
- What is the purpose of the Terms of Engagement
  - To allow the Council to define expectations for a Solicitor
  - Give the Council a tool to use in selection process
- Councilor McHugh wondered if we need to hire an attorney to guide the Council through this process
  - Some felt that could be considered, but that the Council should determine the process
  - Some felt it is more about how much the town is willing to set for the budget
- Councilor McHugh would consider an hourly rate of $150 for outside defined Solicitor duties (i.e. litigation)
- Councilor Iriarte-Moore would like to hire an interim Solicitor to serve while the Council continues its review and selection process.
  - That could serve to be very difficult as there are ongoing legal actions that would need continuation and that the resulting selection process should be only a short period of time.
- What should be included in the Terms of Engagement
  - Real time with boards and commissions
  - Compensation
  - Potentially setting an hourly rate for normal town business vs. litigation
- Can a study be conducted to show the number of legal hours billed for a period of time (3-4 yrs.) allowing the Council to determine a rate per hours based on past data?
- Compensation how should that be set; Council sets through a contract that is approved by the Town Meeting.
- Do any other towns hire the Town Solicitor as an employee rather than an appointed entity? Yes, some cities have that format.

Motion made by Councilor McHugh, receiving and second by Councilor Mushen, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To task Councilors Iriarte-Moore and Mushen to return to the next Council meeting with a clearer revised draft Terms of Engagement for Town Solicitor.
Motion made by Councilor Golembeske, receiving and second by Councilor Iriarte-Moore, all in favor (Golembeske, McHugh, Mushen) Councilor Iriarte-Moore opposed: To extend the engagement of Richard S. Humphrey as Town Solicitor until the selection process for a successor Town Solicitor is completed, which shall be on or about February 28, 2023.

Motion made by Councilor Golembeske, receiving and second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To move new business #4 to this point on the agenda.

Sean Bowen offered a presentation to the Council on the research the Bowen and Morrissey family have done to locate the graves of their ancestors Charles and Isabella Bone. Marjory O'Toole, Director of the LC Historical Society has assisted with a portion of the research and agrees with the findings. Through research of historical records and Ground Penetrating Radar they determined the possible location of unmarked graves between the children’s stones (Bone children). After the brief presentation the following was voted:

Motion made by Councilor McHugh, receiving and second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To grant a request made by Peter Morrissey, relative of Charles and Isabella Bone to place an appropriate stone in the Old Burying Ground between the existing stones of the children of Charles and Isabella Bone to document their internment, and to authorize Marjory O'Toole and the Town Clerk to oversee this effort.

Councilor McHugh made a motion to appoint Ed Bowen to the Conservation Commission. This did not receive a second. Councilor Iriarte-Moore noted that with two applicants the normal procedure was to allow both to sit for an interview session before the Council.

Motion made by Councilor Iriarte-Moore, receiving a second by Councilor McHugh, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To interview before the February 9, 2023 Town Council meeting applicants interested in serving on the Conservation Commission.

Motion made by Councilor Iriarte-Moore, receiving a second by Councilor McHugh, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To appoint the following to serve on the Harbor Commission for a three year term each until February 1, 2026:

Ian Parente — representing the Fishermen’s Association
Benoit Gauthier — representing the Recreational Boaters
Margaret Manning — representing the Sakonnet Yacht Club

Motion made by Councilor Golembeske, receiving a second by Councilor McHugh, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To re-appoint Patrick Bowen and Isabel Mattia as trustees to the LC Housing Trust for a five year term expiring January 24, 2028.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To re-appoint Ed Bowen, Mary Suttell and Bob Torchia as members of the Planning Board for a four year term expiring February 1, 2027.

Motion made by Councilor Iriarte-Moore, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To re-appoint David MacGregor and Michelle Stecker to serve on the Recreation Committee for a three year term expiring February 1, 2026.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To re-appoint Jason Burchard to serve as the Town’s Tree Warden for the ensuing year.
Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To accept with regret the resignation letter received from Don McNaughton resigning from the Budget Committee, effective immediately, due to his recent appointment to the LC Agricultural Conservancy Trust.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To appoint Peter Bermudez to fill the vacancy on the Budget Committee for a term which will expire May 16, 2023 as per Home Rule Charter Section 204 – Elections to Office at Town Meetings.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To approve a request to advertise a Request for Proposals for the reconstruction of the Wellhead at the Town Landing.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To place on file a letter and Certificate of Appreciation received from the RI Dept. of Health offering the States gratitude for the towns partnership with the MEDS program and dedication and service to the people of Rhode Island during the Rhode Island of Health’s COVID-19 Vaccine Campaign of 2020-2022.

Motion made by Councilor McHugh, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To place in the FY24 Budget Folder for future consideration a request received from the LC Prevention Coalition for funding in the amount of $750.

Motion made by Councilor Golembeske, receiving a second by Councilor McHugh, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To grant permission to Charles Kinane to temporarily close a 90 foot section in front of 26 Main St, Adamsville for a one hour “Shortest St. Patrick’s Day Parade in Rhode Island” on March 18, 2023 at 1:30 pm.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To place on file a copy of a resolution adopted by the Exeter Town Council urging rejection of changes to the RI Enabling Act as proposed by the RI House of Representatives Land Use Commission dated November 10, 2022.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To place on file a Public Notice received from Coastal Resources Management Council for proposed rule-making and public hearing on proposed Ocean State Adaptation and Resilience Fund.

Councilor McHugh asked why the auditors needed an extension for filing the town’s audit (see CC#. The Town Administrator stated that they found a few items they needed clarification on resulting in the request for an extension.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): To place on file the consent calendar as follows:


2. Copies of emails concerning Mayflower Wind Project received from Frank Haggerty.

Motion made by Councilor Golembeske, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, McHugh, Mushen): That the bills be allowed and ordered paid as follows: $111,913.02
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Richard S. Humphrey - Town Solicitor $4,480.00
Richard S. Humphrey - legal other $2,630.50
WBMason - Town hall $15.98
Messenger Security Systems - Town Hall $249.00
WBMason - DPW $33.49
WBMason - Building dept. $12.25
The Damon Company - town hall restoration project $38,085.50
Wilkie Excavating Inc. - Municipal Resiliency funds beach repair $17,965.00

With no further business before the Council the meeting was adjourned at 8:32 PM.

Carol A. Wordell, CMC, Town Clerk
Carol A. Wordell, CMC, Town Clerk  
40 Commons  
PO Box 226  
Town of Little Compton, RI

To: Antonio A. Teixeira  
   Town Administrator

From: Carol A. Wordell, CMC  
      Town Clerk

Date: February 1, 2023

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

- Dump stickers 603 issued
- Recording land evidence 54 instruments recorded
- Dog licenses - 2
- Vital records certified copies issued - 20
- 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
- Attended meetings of the RI Town and City Clerks’ Association
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<td></td>
<td>Construction Debris</td>
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<td>Dump Stickers</td>
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<td>Transfer Tax State</td>
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<td></td>
<td>Transfer Tax - State Over 800K</td>
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<td></td>
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<td>Transfer Tax - Town</td>
<td>4,864.60</td>
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<td></td>
<td></td>
<td>4,864.60</td>
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<tr>
<td>Vital Records - State</td>
<td>Vital Copy - State Mail-In</td>
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<tr>
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<td>Vital Copy - State Walk In</td>
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<td></td>
<td>Vital Copy Online</td>
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<td>Vital Copy Walk In</td>
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<td>Vital Copy Walk In Additional</td>
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<td></td>
<td><strong>Grand Total:</strong></td>
<td><strong>19,751.38</strong></td>
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**Little Compton Police Department**
60 Simmons Road
Town of Little Compton, Rhode Island
Office of the Police Chief

**MEMORANDUM**

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

**January 2023 Patrol Activity**

<table>
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<tr>
<th>Totals</th>
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<tbody>
<tr>
<td>Calls responded to</td>
<td>897</td>
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<tr>
<td>Formal Complaints received</td>
<td>19</td>
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<tr>
<td>Complaints closed this month</td>
<td>2</td>
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<tr>
<td>Complaints closed (previous month)</td>
<td>1</td>
</tr>
<tr>
<td>Motor vehicle citations issued</td>
<td>12</td>
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<tr>
<td>Motor vehicle warning issued</td>
<td>50</td>
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<tr>
<td>Criminal Arrest</td>
<td>4</td>
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<tr>
<td>Violation of Town Ordinances</td>
<td>4</td>
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<tr>
<td>Accident investigated</td>
<td>0</td>
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<tr>
<td>Burglar alarms</td>
<td>15</td>
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<tr>
<td>Reported deaths</td>
<td>1</td>
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<tr>
<td>Total Gallons of gasoline used</td>
<td>517</td>
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<tr>
<td>Mileage</td>
<td>9,492</td>
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<td>Breaking &amp; Entering</td>
<td>0</td>
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<tr>
<td>Larceny</td>
<td>0</td>
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<tr>
<td>Value of Stolen Property</td>
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# January 2023 Police Overtime Hours

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
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</thead>
<tbody>
<tr>
<td>Sick Leave replacement</td>
<td>28</td>
</tr>
<tr>
<td>Personal leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Vacation replacement</td>
<td>0</td>
</tr>
<tr>
<td>Training replacement</td>
<td>0</td>
</tr>
<tr>
<td>Court</td>
<td>6</td>
</tr>
<tr>
<td>Town Detail</td>
<td>0</td>
</tr>
<tr>
<td>Private Detail</td>
<td>8</td>
</tr>
<tr>
<td>Patrol Supplement</td>
<td>0</td>
</tr>
<tr>
<td>Comp-time replacement</td>
<td>16</td>
</tr>
<tr>
<td>Injured on duty replacement</td>
<td>0</td>
</tr>
<tr>
<td>DARE</td>
<td>0</td>
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<tr>
<td>Military leave replacement</td>
<td>0</td>
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<tr>
<td>Investigation</td>
<td>0</td>
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# January 2023 Dispatch Overtime Hours

<table>
<thead>
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<tbody>
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<td>Sick leave replacement</td>
<td>8</td>
</tr>
<tr>
<td>Personal leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Vacation replacement</td>
<td>24</td>
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<tr>
<td>Training replacement</td>
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<tr>
<td>Holiday replacement</td>
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<tr>
<td>Comp-time replacement</td>
<td>0</td>
</tr>
<tr>
<td>Weekend replacement</td>
<td>24</td>
</tr>
</tbody>
</table>
Little Compton Police Department
60 Simmons Road
Town of Little Compton, Rhode Island
Office of the Police Chief

MEMORANDUM

January 2023 Part-time Dispatch Hours

Weekend replacement: 40
Vacation replacement: 0
Sick leave replacement: 0
Personal day: 0
Holiday replacement: 8
Training replacement: 0
Comp-time replacement: 0

January 2023 Town fuel log

<table>
<thead>
<tr>
<th>Gasoline</th>
<th>December</th>
<th>January</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>27,555.6</td>
<td>27,706.5</td>
<td>150.9</td>
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<tr>
<td># Unused</td>
<td>4,223.5</td>
<td>4,223.5</td>
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<tr>
<td># 4 Maintenance</td>
<td>41,174.8</td>
<td>41,312.8</td>
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<tr>
<td># 5 Highway Department</td>
<td>2,531.0</td>
<td>2,531.0</td>
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</tr>
<tr>
<td># 6 Senior Bus</td>
<td>5,083.3</td>
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<tr>
<td># 7 Beach Commission</td>
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<tr>
<td>#8 Police Department</td>
<td>9,015.7</td>
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<td>504.3</td>
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Total Gasoline: 793.2
Little Compton Police Department  
60 Simmons Road  
Town of Little Compton, Rhode Island  
Office of the Police Chief

MEMORANDUM

<table>
<thead>
<tr>
<th></th>
<th>December</th>
<th>January</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Diesel</td>
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<td># 1 Fire Department</td>
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<td>269.1</td>
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<td># 2 Unused</td>
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<tr>
<td># 3 Highway Department</td>
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<td># 4 Maintenance Department</td>
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<td># 5 Old Senior bus</td>
<td>362.8</td>
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Total Diesel: 377.2

Respectfully,

John Faria
Lieutenant
Deputy Chief
Little Compton Fire Department

January Report

2023
## Incidents By Time And Day

<table>
<thead>
<tr>
<th></th>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THR</th>
<th>FRI</th>
<th>SAT</th>
<th>TOTALS</th>
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<tr>
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<td>1</td>
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<td>2</td>
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<tr>
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<tr>
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</tr>
<tr>
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<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>8 PM</td>
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<td>1</td>
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<td>4</td>
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<tr>
<td>9 PM</td>
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<td></td>
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<td></td>
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<td>1</td>
</tr>
</tbody>
</table>

**TOTALS** | **7** | **11** | **4** | **9** | **11** | **9** | **10** | **61**

**GRAND TOTAL: 61**

## NFPA Part III: Fire And Incident Type Breakdown

### A. Structure Fires By Fixed Property Use

<table>
<thead>
<tr>
<th>Property Use</th>
<th>Number</th>
<th>Deaths</th>
<th>Injury</th>
<th>Dollar Loss</th>
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</thead>
<tbody>
<tr>
<td>1. Private Dwellings (1 or 2 Family)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2. Apartments (3 or More Families)</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3. Hotels and Motels</td>
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<td>0</td>
</tr>
<tr>
<td>4. All Other Residential</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5. TOTAL RESIDENTIAL FIRES</td>
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<td>0</td>
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<td>0</td>
</tr>
<tr>
<td>6. Public Assembly</td>
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<tr>
<td>7. Schools and Colleges</td>
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</tr>
<tr>
<td>8. Health Care and Penal Institutions</td>
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<td>0</td>
</tr>
<tr>
<td>9. Stores and Offices</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10. Industry, Utility, Defense, Laboratories</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11. Storage in Structures</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12. Other Structures</td>
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<tr>
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### B. Other Fires And Incidents

<table>
<thead>
<tr>
<th>Fire Type</th>
<th>Number</th>
<th>Deaths</th>
<th>Injury</th>
<th>Dollar Loss</th>
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</thead>
<tbody>
<tr>
<td>14a. Fires in Highway Vehicles</td>
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<tr>
<td>14b. Fires in Other Vehicles</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>15. Fires Outside of Structures With Value Involved</td>
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<tr>
<td>16. Fires Outside of Structures With No Value Involved</td>
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</tr>
<tr>
<td>17. Fires in Rubbish</td>
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</tr>
<tr>
<td>18. All Other Fires</td>
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<td>0</td>
</tr>
<tr>
<td>19. TOTALS FOR ALL FIRES</td>
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<td>0</td>
</tr>
<tr>
<td>20. Rescue, Emergency Medical Responses</td>
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<tr>
<td>21. False Alarm Responses</td>
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### Incident Analysis
From 01/01/2023 Thru 01/31/2023

<table>
<thead>
<tr>
<th>Category</th>
<th>Occurrences</th>
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<tbody>
<tr>
<td>Mutual Aid</td>
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<tr>
<td>Hazmat Responses</td>
<td>0</td>
</tr>
<tr>
<td>Other Hazardous Conditions</td>
<td>13</td>
</tr>
<tr>
<td>All Other Responses</td>
<td>61</td>
</tr>
<tr>
<td>TOTAL FOR ALL INCIDENTS</td>
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</tr>
</tbody>
</table>

### NFPA Part IV: False Alarm Responses

<table>
<thead>
<tr>
<th>Type Of Call</th>
<th>Number</th>
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<tbody>
<tr>
<td>Malicious, Mischievous Fall Call</td>
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<tr>
<td>System Malfunction</td>
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<td>Unintentional</td>
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<tr>
<td>Other False Alarms</td>
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</tbody>
</table>

### Incident Type Category Breakdown

<table>
<thead>
<tr>
<th>Incident Type Category</th>
<th>Occurrences</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>[100-199] Fire/Explosion</td>
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<td>0.0</td>
</tr>
<tr>
<td>[200-299] Overpressure Rupture</td>
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<td>0.0</td>
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<tr>
<td>[300-399] Rescue Call</td>
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<td>55.7</td>
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<tr>
<td>[400-499] Hazardous Condition</td>
<td>1</td>
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</tr>
<tr>
<td>[500-599] Service Call</td>
<td>14</td>
<td>23.0</td>
</tr>
<tr>
<td>[600-699] Good Intent Call</td>
<td>11</td>
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<tr>
<td>[700-799] False Call</td>
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<tr>
<td>[800-899] Severe Weather/Natural Disaster</td>
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<tr>
<td>[900-999] Special Type/Complaint</td>
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<td>Undetermined</td>
<td>61</td>
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### Fixed Property Type Category Breakdown

<table>
<thead>
<tr>
<th>Fixed Property Type Category</th>
<th>Occurrences</th>
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<tbody>
<tr>
<td>[100-199] Public Assembly Properties</td>
<td>3</td>
<td>4.9</td>
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<tr>
<td>[200-299] Educational Properties</td>
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<tr>
<td>[300-399] Institutional Properties</td>
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<td>[400-499] Residential Properties</td>
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<td>[500-599] Mercantile Properties</td>
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<td>[600-699] Utilities/Technology/Farming/Mining</td>
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<tr>
<td>[700-799] Manufacturing Properties</td>
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<tr>
<td>[800-899] Storage Properties</td>
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<td>[900-999] Special Properties</td>
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### Fire District Breakdown

<table>
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<tr>
<th>Fire District</th>
<th>Occurrences</th>
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<tbody>
<tr>
<td>NORTH WEST</td>
<td>7</td>
<td>11.5</td>
</tr>
<tr>
<td>WESTPORT</td>
<td>2</td>
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Little Compton Fire Department
Incident Analysis
From 01/01/2023 Thru 01/31/2023

<table>
<thead>
<tr>
<th>Region</th>
<th>Occurrences</th>
<th>Percentage</th>
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<tr>
<td>SOUTH WEST</td>
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<tr>
<td>NORTH CENTRAL</td>
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<td>21.3</td>
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<tr>
<td>NORTH EAST</td>
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<tr>
<td>CENTRAL</td>
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<td>SOUTH</td>
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<tr>
<td>TIVERTON</td>
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<tr>
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Personnel Breakdown

<table>
<thead>
<tr>
<th>Name</th>
<th>Pers Form</th>
<th>Time Sheet</th>
<th>Reporting</th>
<th>Approving</th>
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<tbody>
<tr>
<td>Unknown</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Lieutenant David A Nickerson</td>
<td>0</td>
<td>0</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Firefighter Jonathan J Bednarz</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Captain Randall A Watt</td>
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<td>13</td>
<td>13</td>
</tr>
<tr>
<td>Lieutenant Samuel T Hussey</td>
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<td>20</td>
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<tr>
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Apparatus Breakdown

<table>
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<tr>
<th>Apparatus</th>
<th>Responses</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Fire Chief's Car</td>
<td>2</td>
<td>2.3</td>
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<tr>
<td>Fire Prevention Car</td>
<td>14</td>
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</tr>
<tr>
<td>Engine 2</td>
<td>24</td>
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</tr>
<tr>
<td>Rescue 1</td>
<td>28</td>
<td>32.2</td>
</tr>
<tr>
<td>Rescue 2</td>
<td>16</td>
<td>18.4</td>
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<tr>
<td>Tanker 1</td>
<td>1</td>
<td>1.1</td>
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<tr>
<td>TIVERTON RESCUE 1</td>
<td>1</td>
<td>1.1</td>
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<tr>
<td>WESTPORT RESCUE 1</td>
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<tr>
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Incident Type

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<tr>
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<tbody>
<tr>
<td>EMS call, excluding vehicle accident with injury</td>
<td>34</td>
<td>55.7</td>
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<tr>
<td>Electrical wiring/equipment problem, other</td>
<td>1</td>
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<tr>
<td>Service Call, other</td>
<td>12</td>
<td>19.7</td>
</tr>
<tr>
<td>Assist police or other governmental agency</td>
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<tr>
<td>Public service</td>
<td>1</td>
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<tr>
<td>Dispatched &amp; canceled en route</td>
<td>1</td>
<td>1.6</td>
</tr>
<tr>
<td>911 HANG UP CALL</td>
<td>1</td>
<td>1.6</td>
</tr>
<tr>
<td>Smoke detector activation due to malfunction</td>
<td>1</td>
<td>1.6</td>
</tr>
<tr>
<td>Alarm system sounded due to malfunction</td>
<td>7</td>
<td>11.5</td>
</tr>
<tr>
<td>Alarm system activation, no fire - unintentional</td>
<td>1</td>
<td>1.6</td>
</tr>
<tr>
<td>Carbon monoxide detector activation, no CO</td>
<td>61</td>
<td>100.0</td>
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<tr>
<td>TOTAL</td>
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Aid Given or Received

<table>
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<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mutual aid received</td>
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</table>
Mutual aid given
None
TOTAL

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<th></th>
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<td>6</td>
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<tr>
<td>53</td>
<td>86.9</td>
<td></td>
</tr>
<tr>
<td>61</td>
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</table>

Apparatus Use

<table>
<thead>
<tr>
<th>Apparatus Use</th>
<th>Occurrences</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Other</td>
<td>17</td>
<td>19.5</td>
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<tr>
<td>Suppression</td>
<td>24</td>
<td>27.6</td>
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<tr>
<td>EMS</td>
<td>46</td>
<td>52.9</td>
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<tr>
<td>TOTAL</td>
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<td>100.0</td>
</tr>
</tbody>
</table>

For Districts: All
For Situations: All
For Jurisdictions: All
For Street(s): All
For Location: All

Little Compton Fire Department
Incident Analysis
From 01/01/2023 Thru 01/31/2023

Printed: 02/01/2023
TOWN OF LITTLE COMPTON
FINANCE DIRECTOR REPORT
P.O. BOX 226
LITTLE COMPTON, R.I. 02837

JOSEPH DESANTIS
FINANCE DIRECTOR

PHONE 401-635-4219
FAX 401-635-2470

Finance Director Monthly Report
January 2023

Initiatives & Financial Highlights:

- W-2’s and 1099’s distributed
- 2022 Survey of Occupational Injuries and Illnesses submitted to U.S. Census Bureau
- Quarterly Survey of Property Tax Collections submitted to U.S. Census Bureau
- Quarterly Multiple Worksites Report submitted to U.S. Dept. of Labor
- Employee access to PayChex started
- FEMA reimbursement for Winter Storm Kenan received

Tax Highlights:

- Total tax revenue collected for Current Year, Prior Years and Interest in the month of December was $2,280,703.11
- Total tax revenue collected for (C,S,I) Current Year, Prior Years and Interest in the month of January are $245,302.11
- Total Tax Delinquency Balances (P) collected in January are $9,858.58
February 6, 2023

To: Town Administrator
   Antonio A. Teixeira

From: Denise M. Cosgrove, RICA
      Tax Assessor

Re: DEPARTMENT HEAD REPORT

The month of January:

- Visited one hundred and forty nine properties to review property details, building permits, plan changes and sales. Recorded changes accordingly.
- Received, processed and recorded the current Farm, Forest and Open Space annual returns.
- Answered numerous inquiries for the annual filling for Low income and Elderly and assisted them in review and applying for exemption.
- Received and processed hundreds of personal property returns for the annual filling. Extended some until March 15 when requested.
- Participated in the initial OWMP (Onsite Wastewater Management Plan) meeting as requested by Town Council to help develop our plan of action as to comply with the state regulations.
- Attended DEM water quality report webinar concerning impaired water bodies in Tiverton and Little Compton.
- Meet with department heads concerning accounting software and finalized updated software vendor and agreement.
- Continually updating deeds and property records while addressing requests and concerns as they arise.

Respectfully submitted,

Denise M. Cosgrove, RICA
Tax Assessor
To: Honorable Town Council

From: Antonio A. Teixeira
town administrator

Date: February 9, 2023

Subject: January monthly report

**Town Hall Restoration** – Weekly meetings continue to be held with the Damon Company to discuss current and future construction plans. They continue to install clapboard over the main entrance. Utility cables have been relocated to all the clapboard work. The railings will be installed on the handicap ramp. Work is being done on the pergola. The Town Council Chambers was vacated by our DPW Employees, Madden Electric and Crescent Alarms have done wiring for new outlets, data drops and increase fire safety.

**Municipal Resiliency Projects (MRP)** – The requested extension to complete the work was granted through December 2023.

**Senior Van** – the van has been registered and ready for service. We have volunteers’ drivers that spent some time Friday being trained to operate the van. Mike Rocha has volunteered to administer the operation and coordinate the van transportation. Amy Mooney, Community Center Executive Director has agreed to register residents who need transportation for lunch and shopping.

**Local Solar** – We received three bids for Local Solar. They will be opened at Thursday’s Town Council meeting.

**Fire Safety** – We have engaged the Professional services of Ray Gomez to assist the Town with Fire Safety throughout the renovation of the Town Hall. He is working along with the Architect, Crescent Alarms and LC Fire Marshal.

**Town Budget** – The budget has been compiled and has been distributed to the Town Council for their review. Thank you to the Departments Heads and Martha in compiling the data.

**RI Energy (Former National Grid)** intends in upgrading the electric meters to facilitate gathering of information for better operations.
TOWN of LITTLE COMPTON
BUILDING/ZONING DEPARTMENT
P.O. BOX 226
LITTLE COMPTON, RI. 02837
(401)635-8384

Building Dept. Monthly Report
January 2023

• Start date in position 1/9/23
• Getting up to speed with Viewpoint, Vision, Axis GIS
  o Bringing Viewpoint up to date with active open permits.
• Contact with Gareth & Bill Moore. Ride along with Inspections.
• Developing action plans for Zoning reviews & Building Inspections.
• Contact with ICC to obtain B1 & B2 Inspection certification.
  o Received study materials.
  o Requested information from ICC (International Code Council) about training courses for certification.
• $6055.00 paid through Viewpoint for Permit Fees in the Month of January 2023.
WHEREAS: The Town of Little Compton is bordered on its long western shore entirely by the Sakonnet River, and

WHEREAS: The Sakonnet River is home to a wide variety of fin fish and shellfish, with virtually no industrial development on its shoreline, and

WHEREAS: The entirety of the river is used year-round for commercial and recreational fishing, as well as recreational boating, and

WHEREAS: The installation in the river of high power electrical transmission cables from off-shore wind turbines would subject its ecosystems to unpredictable risks and damage, and

WHEREAS: The intended destination of the cables and beneficiary of the revenues their electricity produces is a power plant in the Commonwealth of Massachusetts, and

WHEREAS: An alternative overland path with few attendant drawbacks has not been sufficiently explored.

THEREFORE, BE IT RESOLVED: That the Little Compton Town Council supports the exploration of a cable path alongside State Route 88 in Westport, Massachusetts, which would carry none of the attendant risks of the current plan, and traverses an area relatively free of private residences or businesses.

Voted this 9th day of February, 2023 by the Little Compton Town Council.

Robert L. Mushen, Town Council President

Attest:

Carol A Wordell, Town Clerk
Town of Little Compton  
Post Office Box 226  
Little Compton, Rhode Island 02837  
SECOND DRAFT  
Terms of Engagement -- Town Solicitor

References:
1. Home Rule Charter Section 604
2. Town Ordinance 2-2.3

Period of Service: Two years from appointment, or until a successor is appointed.

Responsibilities:

1. Legal advice.
   a. Serve as attorney and counsel for the Town Council.
   b. Assist in crafting municipal legislation.
   c. Provide actionable recommendations in real time to the Town Council for its use in deliberations.
   d. At the direction of the Town Council, provide legal advice to town boards, commissions, departments and officers.

2. Collective bargaining representation.
   a. Serve as legal advisor and labor contract negotiator in periodic collective bargaining.

3. Litigation representation.
   a. Appear for, and protect the rights of, the Town and its officers, departments and agencies, in all actions, suits or proceedings brought by or against the Town.

Compensation (to be negotiated at each appointment/reappointment):
1. Salary: an annual amount, to be paid monthly, for services requiring the presence of the Solicitor at council meetings and labor negotiations.

2. Monthly stipend: a “not to exceed” amount to be paid for legal services other than those associated with litigation.

3. Litigation hourly rate: the rate of compensation to be paid for services in support of litigation.

Approved by vote of the Town Council: _________________________  _______________________

Robert L. Mushen, President  Date
To The Town of Little Compton:

I'm seeking to add an agenda item to the Town Council Meeting agenda.
I'm looking to continue the process of updating the Control of and Licensing dogs Ordinances. It was paused during Covid and looking to complete as soon as possible.

James O'Dell
5 Sakonnet Trl.
Little Compton
February 3, 2023

The Honorable Town Council
Little Compton Town Hall
40 Commons
Little Compton, RI 02837

Honorable Town Council members,

It has come to my attention that an agenda item for the Town Council meeting of February 9, 2023, is set to discuss the status of and possible amendment to the current town ordinances concerning the control and licensing of dogs within Little Compton.

I am prepared to present proposed amendments to the current ordinances, which I believe will improve those ordinances and help curb any future dog related incidents within Little Compton. I feel an important edit to the current ordinance deals with the current schedule of fines. Raising of the current fine structure will assist members of the police department in enforcing any newly enacted changes to the current ordinance(s). The current schedule of fines is determined by RIGL § 4-13-1, Animals and Animal Husbandry. I am requesting that the Town Council request an amendment to the current state statute increasing the fine structure, thereby creating a stronger town ordinance.

I have attached proposed wording for the amendment and ask that it be reviewed and brought to the attention of the proper individuals for legislative consideration.

Thank you in advance for your cooperation in this matter.

Respectfully,

Scott N. Raynes
Chief of Police
Little Compton amendment to RIGL § 4-13-1

1. The Little Compton town council is authorized to enact an ordinance permitting the dog officer or any police officer to issue citations to the owners of dogs for the violation of any dog ordinance which may be paid in-person or by mail, and to prescribe pecuniary penalties as follows:

   (A) A fine not exceeding twenty-five dollars ($25.00) for the first offense within a calendar year;
   (B) A fine not exceeding fifty dollars ($50.00) for the second offense within a calendar year;
   (C) A fine not exceeding one hundred dollars ($100.00) for the third and subsequent offense within a calendar year.

2. The Little Compton town council is authorized to enact an ordinance establishing the expense of the impoundment of dogs as determined by the town council providing for the payment to the town of the impoundment expense by the dog owner prior to removal of the dog from the pound/shelter.
Proposal to resolve personnel appointment “conflicts” to the Agricultural Conservancy Trust (ACT) and the Conservation Commission (CC).

Problem:
1. Bill Richmond has been a Town Council appointee to the CC, and has been reappointed periodically, since 2004.
2. Since 2015, he has also been considered the representative from the ACT to the CC by virtue of his Chairmanship on the ACT.

Proposed Solution:
1. Bill Richmond continues to serve as the representative to the ACT from the Conservation Commission as has been past practice.
2. As Chair of the ACT Mr. Richmond could and should, in the Council’s opinion, designate per code another member of the Act to represent the ACT on the Conservation Commission.
3. Don McNaughton is currently an appointed member to the ACT and “could” be the representative to the Cons. Comm. If the Chair so chooses.
4. Then, the CC would have four appointed members (Richmond, Trocki, Haverland and Babbitt) and an ACT rep (TBD) as defined by town code.
5. This would also result in the ACT having 5 appointed members plus reps from PB and CC, as required by code.
Objective:
Learn how to qualify for, CCSLP (Community Septic System Loan Program).
Long term protection of Little Compton ground water quality.

Findings:

CCSLP requires an approved OWMP (On-site Waste-water Management Plan)

Jonathan Zwarg, DEM Sr. Environmental Scientist reviewed Plan Criteria, (OWMP samples Portsmouth and Smithfield)

SNEP (Southeast New England Program) grant (1 Million in available funding for decentralized wastewater improvements in Rhode Island)

Jim Riordan, consultant (Plan writer) from Weston & Sampson for Smithfield

OWMP cost estimate $20,000 +/-

SNEP grant $300,000
Application due March 10th 2023

Jim Riordan will help the Town write the grant Application

Little Compton Watershed Report

"DEM’s Office of Water Resources assesses the quality of the state’s surface waters by comparing available monitoring data against the state’s established water quality criteria to determine whether the waters are suitable for such uses as swimming, fish/shellfish consumption, and aquatic life. As part of the process, DEM identifies surface waters that do not meet water quality criteria (DBM: “impaired”) for which a water quality restoration study, known as a TMDL, is required in accordance with the federal Clean Water Act."

When waters are declared unsuitable for swimming, shellfish and aquatic life, there are considered “impaired”. Once they are determined impaired, federal law requires a TMDL, in essence a plan to remediate. Pachet Brook, Dundery Brook, Cold Brook and unnamed tributaries east of Cold Brook, are all impaired for the bacteria enterococci. Enterococci has taken the place of fecal coliforms as the new federal standard for water quality at salt water beaches and of Escherichia coli at freshwater beaches. There are other surface water bodies in LC that have not yet been tested for impairment by RIDEM."
Onsite Wastewater Management Plan & Project Criteria
May 11, 2015

Municipalities must have or develop a management plan for the repair/replacement and maintenance of ISDS in the management area, which is to be defined by the municipality. Each plan will be subject at a minimum to a town public hearing and DEM approval.\(^1\)

Elements of the plan must, at a minimum, include:

A. Description of the management area. At a minimum this should include:

- Identification of the number, type and location of ISDSs.
- Map of the management area.
- Identification of the impacts of failed/failing systems on surface and ground water.
- Analysis of the causes of failure.

B. Description of the community assistance program for ISDS repair/replacement. At a minimum this should include:

- Nature and extent of assistance (e.g., financial, technical, estimated number of systems to be repaired/replaced, etc.).
- Application procedure and any eligibility criteria.
- Method(s) to advertise assistance.
- Communities must identify a source(s) of funding for repair/replacement of failed septic systems.

C. Method to ensure or encourage regular ISDS maintenance in the management area. Acceptable options include, but are not limited to, any of the following:

- An information & education initiative with a method for tracking maintenance activities in the management area.
- An information & education initiative with inspection and maintenance incentives, such as pump-out subsidies.
- A requirement for regular inspection and maintenance, such as a wastewater management ordinance.\(^2\)

D. Financial analysis:

---

\(^1\)DEM NPS Program staff will be available to assist with the development and implementation of all plan elements.

\(^2\)A Wastewater Management District as defined in the Rhode Island Septic System Maintenance Act of 1987 (RIGL 45-24.5-1 et seq.).
Onsite Wastewater Management Plan &
Project Criteria
May 11, 2015

- Estimated cost of repairing/failing ISDS in the area.
- Estimated cost for installing, operating, and maintaining sewer extensions.
- Estimated itemized costs for ISDS management program as described in items B & C.

E. Designated community official(s) to manage and administer the program and implement the plan.

F. Description of the method for disposal of septage generated by maintenance activities to be conducted as part of the program.
To: Honorable Town Council
From: Antonio A. Teixeira
        Town Administrator
Date: February 9, 2023
Subject: Local Solar RFP Proposals Timeline

---

**Timeline for the solar proposals:**

**Tuesday, January 31, 2023** - received the proposal by the Town Clerk

**Thursday, February 9, 2023** - the proposals will be opened at the Town Council and referred to the Review Committee

**Wednesday, February 15, 2023** – the Review Committee will meet @ 9:30am to review and discuss each proposal to make a recommendation(s) to the Town Council

**Thursday, February 23, 2023** – the Town Council will review and approve the company to be awarded the bid

**Proposed Review Committee:**

Town Councilor Paul Golembeske

Fire Chief Richard Petrin

School Business Manager John McNamee

DPW Director Bill More

Building/Zoning Official Dean Simmons

Project Chair James Lock

Town Administrator Tony Teixeira

If there is someone else that you feel should be included, please let me know.
Carol Wordell

From: Scott Morrison <smorrison@bravefamilyadvisors.com>
Sent: Sunday, February 5, 2023 12:14 AM
To: Carol Wordell
Subject: Assistant Moderator

Carol,

I request that Suzanne Madden be re-appointed as Assistant Moderator during my current term. Would you please put this on the Town Council agenda for approval?

Thank you,

Scott A. Morrison
Municipal Approach to Housing Development & Related Legislation

Housing continues to be a priority at all levels of government in Rhode Island. Municipal leaders stand together in welcoming the development of responsible housing in our communities and are interested in working with stakeholders across the state to improve housing opportunities for Rhode Islanders. League staff and Executive Board members have been meeting with the Governor, leadership in the General Assembly and other key stakeholders to call attention to the challenges of local leaders. Municipalities regularly deal with a lack of resources to address large-scale issues which is why we are calling attention to a need for resources and thoughtful policy change.

To accomplish this, municipalities need:

- A clear menu of innovative solutions and funding opportunities from the state that can be implemented during the winter season and beyond.
- Increased funding for infrastructure improvements and remediation, outside of federal aid opportunities.
  - In 2023, the League is advocating for $30.0 million to be allocated to the Municipal Infrastructure Grant Program and the establishment of the Municipal Road & Bridge Fund to support these necessary improvements.
- To preserve and promote quality of life, based on the different communities' needs and respect the local voice in land use decisions.
- Funding the implementation of programs and systems to support process improvements.
- Increased technical support and adequate funding to departments and agencies that facilitate housing growth, including the Division of Statewide Planning and Department of Housing.
- Workforce development to expand the pool of municipal planners and building and zoning officials.
- Adequate state and education aid to support the needs of residents.
  - In 2023, the League is advocating for revisiting the education funding formula to continue to meet the needs to students throughout the state as well as sustaining municipal aid.
- A commitment to expand reliable transportation opportunities for residents, extending the urban service boundary.

Local leaders agree zoning and land use should remain a local decision. Our members strongly encourage the state to work with cities and towns to encourage housing construction and rehabilitation and remove barriers to housing, such as infrastructure improvements.

The League supported the establishment of both the Land-Use and Low- and Moderate-Income study commissions to identify ways to help cities and towns meet their obligations under the Low- and Moderate-Income Housing Act to ensure that at least 10% of their housing stock qualifies as affordable. We have seen challenges in the last year with changes to legislation that had the opposite impact to their legislative intent. Our members hope to work with both Commissions to ensure that these meaningful policy changes can be implemented and enforced at the local level to avoid revisiting issues year after year.
RESOLUTION OF THE TOWN OF LITTLE COMPTON
IN SUPPORT OF HOUSING DEVELOPMENT & LAND USE

WHEREAS, Housing continues to be a priority at all levels of government in Rhode Island; and

WHEREAS, Municipal leaders stand together in welcoming the development of responsible housing in our communities and are interested in working with stakeholders across the state to improve housing opportunities for Rhode Islanders; and

WHEREAS, Local leaders agree zoning and land use should remain a local decision; and

WHEREAS, as members of the Rhode Island League of Cities and Towns, we supported the establishment of both the Land-Use and Low- and Moderate-Income Housing study commissions to identify ways to help cities and towns meet their obligations under the Low- and Moderate-Income Housing Act to ensure that at least 10% of their housing stock qualifies as affordable; and

WHEREAS, there have been challenges with implementing changes to state law that were approved in the last legislative session; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Little Compton strongly encourages the state to work with cities and towns to encourage housing construction and rehabilitation, and remove barriers to housing, such as infrastructure improvements; and

BE IT FURTHER RESOLVED, to accomplish our housing goals, municipalities need the following:

- A clear menu of innovative solutions and funding opportunities from the state that can be implemented during the winter season.
- Increased funding for infrastructure improvements and remediation, outside of federal aid opportunities.
- To preserve and promote quality of life, based on the different communities’ needs and respect the local voice in land use decisions.
- Funding the implementation of programs and systems to support process improvements.
- Increased technical support and adequate funding to departments and agencies that facilitate housing growth, including the Division of Statewide Planning and Department of Housing.
- Workforce development to expand the pool of municipal planners and building and zoning officials.
- Adequate state and education aid to support the needs of residents.
- A commitment to expanding reliable transportation opportunities for residents, extending the urban service boundary; and

BE IT FURTHER RESOLVED, both Commissions ensure that they will listen to municipal leaders regarding these meaningful policy changes so they can be implemented and enforced at the local level; and

BE IT FURTHER RESOLVED, that the Town Council of the Town of Little Compton supports the housing and land use needs identified by the Rhode Island League of Cities and Towns referenced above; and

Passed as a resolution of the Little Compton Town Council this 9th day of February, 2023.

Robert L. Mushen, President
Little Compton Town Council

ATTEST: __________________________
Carol A. Wordell, CMC, Little Compton Town Clerk
Carol Wordell

From: Robert Mushen
Sent: Sunday, February 5, 2023 9:37 PM
To: Carol Wordell
Cc: Paul Golembeske; Tony Teixeira; richardhumphrey@richardhumphreylaw.com; Joseph DeSantis
Subject: Worded Strokes

Carol,

Please include for Town Council consideration the following “worded strokes” in the FY24 budget. The specific wording is subject to (1) confirmation of fund balances by the Finance Director and (2) review and concurrence of the Solicitor.

- To authorize the Town Council to expend the remaining sum of $xxx,xxx of American Recovery Plan Act (ARPA) funds to accelerate accomplishment of the town’s capital project plans, including (but not limited to) construction of an off-street parking area north of the basketball court and a public works building at the Transfer Station.

- To authorize the Town Council to expend the expected sum of $yyy,yyy of Infrastructure Improvement and Jobs Act (IIJA) funds to improve broadband access within the town and to accelerate repair of town roads.

- To confirm the description of the boundary between South Shore Beach and Gosewing Beach, as negotiated between the Beach Commission and the Nature Conservancy.

Robert Mushen
Town Council President
401.635.4529
To: Honorable Town Council
From: Antonio A. Teixeira
Town Administrator
Date: February 9, 2023
Subject: Vision Government Solutions

Tax Software Subscription Agreement and Tax Software Implementation Agreement are tools used by the Tax Assessor and Tax Collector for tax billing and collection.

The agreements are renewed annually. The company was very willing to work with us. They sharpen their pencil and drop the fee from $75,000 to $39,000 over a three year period for implementation.

Denise Cosgrove, Tax Assessor and Joseph DeSantis, Finance Director and I recommend approval.

Thank you!

Thank you!
This Tax Software Subscription Agreement (this "Agreement") is dated ________ (the "Effective Date") and is entered into between VISION GOVERNMENT SOLUTIONS, INC., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 ("Vision") and Little Compton, Rhode Island ("Customer"). Vision and Customer may be collectively referred to as "Parties" or individually as a "Party". This Agreement establishes the terms applicable to certain products and services to be provided by Vision to Customer set forth in Exhibit A (the "Order"). The Order is incorporated into and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Order, the terms of this Agreement shall control unless the conflicting term of the Order expressly states otherwise.

Vision and Customer agree as follows:

1. DEFINITIONS.

1.1 "Authorized Users" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

1.2 "Confidential Information" means the terms and conditions of this Agreement and all information related to a Party's business, financial affairs, or operations, including but not limited to information related to business plans, technology, source code, product or service development plans, pricing, techniques, and methods, which is either marked or identified as confidential or which the receiving Party knew or reasonably should have known, under the circumstances, was confidential.

1.3 "Customer Data" means information, data, and other content, in any form or medium, that is provided or made available by Customer to Vision in connection with Customer's receipt of Software Services. Customer Data does not include Usage Data.

1.4 "Defect" shall mean reproduceable errors in the Software Services which prevent the Software Services from performing in all material respects in accordance with the Documentation, when operated in the proper environment and used in accordance with all applicable instructions.

1.5 "Documentation" means the user manuals, handbooks, and guides relating to the Services published by Vision and provided to Customer in connection with the Services.

1.6 "Professional Services" means those configuration, customization, analysis; consulting, professional and other services to be provided by Vision to Customer pursuant to an Order, but specifically excluding the Software Services.

1.7 "Services" means, collectively, the Professional Services and/or Software Services described in an Order.

1.8 "Software" means Vision's proprietary software product identified in the Order.

1.9 "Software Services" means the access provided by Vision to Customer to the Software as described in the Order.

1.10 "Usage Data" means non-personally identifiable information, data, and other content anonymized, aggregated, collected, compiled, synthesized, or modified and collected by Vision in the course of providing the Services. Usage Data does not include Customer Data, except in aggregate or non-personally identifiable form.

1.11 "Vision Cloud Server(s)" shall mean any server that is owned or licensed to Vision and made available by Vision in connection with the Software Services.

2. SOFTWARE SERVICES GENERALLY.
2.1 Access to Software Services. Vision has created several options for accessing the Software Services and managing Customer Data. Customer may choose to access the Software Services remotely using Vision’s local software, which Vision makes available to Customer for the purposes of this Agreement (including any applicable third-party software, hardware, and systems, including any updates and enhancements to the foregoing, the “Installed Software”). Customers who license the Installed Software have the option of utilizing the Installed Software in conjunction with Vision’s Cloud Server (the “Hosted Solution”) or by storing the Customer Data on their own servers (the “Non-Hosted Solution”). Customers may also license the “Web-Based Solution.”

2.2 Additional Terms. The Software Services purchased by Customer shall be set forth in the Order. The Order may set forth additional terms and conditions applicable to Customer’s relevant Software Services. If Customer chooses to use the Vision Cloud Servers, Customer shall be subject to additional terms and conditions as set forth in the Order.

2.3 Scope of License. Subject to the terms and conditions of this Agreement and the Order, including but not limited to the payment of all Fees, Vision grants to Customer a limited, revocable, non-transferable (except in accordance with Section 13.2), non-sublicensable, and non-exclusive license to access and use the Software Services solely during the Subscription Period (defined below). The Software Services are licensed, and not sold, and shall be used by Customer solely for the purpose of accessing, viewing, editing, maintaining, or otherwise utilizing the Customer Data (the “Purpose”). To the extent that Customer purchases a license to the Installed Software, the license granted under this Section 2.2 includes the limited right during the Subscription Period to (i) install and use the Installed Software in executable code form on Customer’s servers and workstations, only for the Purpose; (ii) make one (1) copy of the Installed Software solely for backup or archival purposes; and (iii) copy and reproduce the Documentation provided to Customer solely for the purposes of facilitating Customer’s use of the Installed Software. All rights not expressly granted to Customer are reserved by Vision and its licensors. There are no implied rights hereunder.

2.4 Implementation of the Software Services. During the Implementation Period, as defined in Section 6.1(a), Vision shall provide Customer with installation and implementation services for the Software Services and, if applicable, the Vision Cloud Server, including any necessary server software (“Implementation Services”). Customer shall provide Vision with reasonable assistance and cooperation regarding the Vision’s provision of the Implementation Services. Customer shall promptly, upon completion of the installation of the Software Services, test the Software Services using its data and notify Vision of any errors or Defects in the Software Services.

2.5 Updates to Software Services. At no additional cost to Customer, Vision may create and implement, as part of a release generally available to all of its customers, software updates for the Software Services. Vision will use its best efforts to provide the Software Services in accordance with the then-current Service Level Agreement.

2.6 Service Level Agreement; Support. Vision will provide Customer with its standard support and consultation concerning the Software Services (“Maintenance Services”) during the Term. Vision may charge Customer on a time and material basis for problem resolution services that exceed Vision’s standard Maintenance Services, such as but not limited to: (i) when a problem has been created due to Customer error and/or neglect; (ii) when such problem is associated with third-party or pre-requisite software; (iii) when such problem is associated with client hardware or network issues; or (iv) support during a system installation, upgrade or conversion.

3. Customer Obligations.

3.1 Minimum Hardware Requirements. Customer shall install and maintain, at its expense, hardware (including without limitation a central processing unit, local area network or network server) and communication equipment (including, without limitation, modem and remote access) that is compatible with the applicable Software Services and that meets Vision’s minimum hardware configuration requirements (“Designated Hardware”). With respect to the Installed Software, Customer shall ensure that the environment, space, and access to and availability of power comply, at all times, with Vision’s minimum space and suitability requirements.

3.2 Access and Storage. Customer shall ensure that Vision has full, free and safe access to the Installed Software and Customer’s facilities and equipment for purposes of fulfilling its obligations hereunder. To the extent that Vision requires access to Customer’s premises in order to perform the Services, Customer shall provide (a) (i)
media, (ii) supplies, (iii) data, the use of hardware and/or other equipment, (iv) other software, communications facilities, and (v) other materials (other than tools) required to maintain and/or test the Installed Software; (b) reasonable secure storage for such Customer-provided materials; and (c) reasonable secure storage for such equipment and tools as Vision elects to store at Customer’s premises.

(a) **Usage and Backup of Customer Data.** The content of the Customer Data, including the accuracy thereof, shall be the sole responsibility of Customer. Except where the Order provides that Customer shall use the Hosted Solution, Customer shall back-up all files each day according to industry accepted standards. Notwithstanding the foregoing, Vision shall not be responsible for, or liable with respect to, any loss of or damage to Customer Data from failure of Customer to back-up its files or otherwise. Customer shall bear sole responsibility to correct problems or Defects in compatibility between the Software Services and Customer’s hardware resulting from modifications of the Software Services, Designated Hardware, and such software by any third party.

4. **Professional Services.** Vision will perform the Professional Services agreed to in, and in accordance with, the Order and the terms therein. Any purchased but unused Professional Services are forfeited upon the expiration of the Term.

5. **Customer Data; Usage Data.** Customer hereby grants to Vision a non-exclusive, non-transferable right and license to use the Customer Data during the Term solely for the limited purpose of performing Vision’s obligations hereunder for the benefit of Customer. Vision shall have no liability under this Agreement for any loss, delay, or failure to perform resulting from Customer’s failure to provide the necessary Customer Data. Subject to the rights granted in this Agreement, Customer retains all right, title and interest in and to the Customer Data, and Vision acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. Customer acknowledges that Vision may use the Usage Data during and after the Term in order to improve, modify, promote, and validate the Services, and otherwise for its own lawful business purposes; provided that such Usage Data does not in any way identify Customer or any individual whose personal information Customer has made accessible to Vision pursuant to this Agreement.

6. **Term; Termination.**

6.1 **Term.** The term of this Agreement (the “**Term**”) shall begin on the Effective Date and shall continue until the expiration of the Subscription Period (as defined below) or until the termination of the Agreement in accordance with this Section 8. The Term shall include the following phases:

(a) **Implementation Period:** The initial phase of this Agreement (the “**Implementation Period**”) shall begin on the Effective Date and shall expire on the date on which Vision completes the installation and implementation of the Software Services.

(b) **Subscription Period:** The second phase of this Agreement includes an Initial Subscription Term and any Renewal Terms, which are collectively referred to herein as the “**Subscription Period.**” The first term of the Subscription Period (the “**Initial Subscription Term**”) shall begin immediately upon the expiration of the Implementation Period and shall continue for the duration specified in the Order. Upon the expiration of the Initial Subscription Term, this Agreement shall automatically renew for successive one-year periods (each a “**Renewal Term**”) at Vision’s then-current rates unless either Party gives the other Party written notice of cancellation at least ninety (90) days prior to the end of the Initial Subscription Term or Renewal Term in effect at the time of cancellation.

The following diagram is for illustrative purposes only.

<table>
<thead>
<tr>
<th>Term</th>
<th>(a) Implementation Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Subscription Period</td>
<td>(i) Initial Subscription Term</td>
</tr>
<tr>
<td></td>
<td>(ii) Renewal Term(s)</td>
</tr>
</tbody>
</table>
6.2 Termination. Either Party may terminate this Agreement if the other Party breaches any material provision of this Agreement and does not cure such breach within sixty (60) business days after receiving written notice thereof. The date on which this Agreement terminates is the “Termination Date.”

6.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, (a) any amounts owed to Vision under this Agreement before such termination or expiration will be immediately due and payable; (b) all rights, including license rights, granted by Vision to Customer in this Agreement will immediately cease to exist; (c) Customer must discontinue all use of the Software Services; and (d) Customer must erase all copies of the Installed Software from Customer’s computers or systems, and return to Vision or destroy all copies of the Installed Software. Following the Termination Date, Customer’s license(s) under this Agreement shall expire and Customer shall not be permitted to access the Software Services thereafter. Within thirty (30) days following the Termination Date, each Party shall satisfy its obligations regarding Confidential Information within its possession or control in accordance with Section 8. At Vision’s request, Customer shall certify in writing that it has erased all copies of the Installed Software from Customer’s systems.

6.4 Survival. The termination of this Agreement shall be without prejudice to any rights of either Party against the other, and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination including the Customer’s obligation to pay any fees due. Upon termination of the Terms, any provision, which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Section 2, Section 3, and Sections 5 through 13.

7. FEES AND PAYMENT.

7.1 Fees. Customer will pay to Vision the fees set forth in the Order (“Fees”) for the Software Services and, if applicable, the Professional Services. Vision may increase the Fees following the Initial Subscription Term by providing Customer with at least sixty (60) days’ prior written notice.

7.2 Payment Terms. The amounts and payment schedule for the Fees shall be set forth in the Order. Customer shall pay all Fees within thirty (30) days of Customer’s receipt of the applicable invoice from Vision. All payments must be made in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Vision’s reasonable costs of collection. All Fees due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Vision’s net income.

7.3 Suspension. Vision reserves the right (in addition to any other rights or remedies Vision may have) to discontinue the Services and suspend all Authorized Users’ access to the Software Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full.

7.4 Reimbursement; Expenses. With Customer’s prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in providing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

8. CONFIDENTIALITY.

8.1 Protection. The Party receiving Confidential Information (“Receiving Party”) from the other Party (“Disclosing Party”) will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
8.2 Exceptions. The Receiving Party’s obligations under Section 8.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.3 Return of Information. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the Disclosing Party; provided that Receiving Party shall not be required to destroy electronic records or files that have been created pursuant to Receiving Party’s automatic archiving and back-up procedures and the removal of which is not technically practical.

8.4 Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Section 8 would cause irreparable harm to the non-breaching Party, the extent of which would be difficult to ascertain. Accordingly, each Party agrees that, in addition to any other remedies to which a Party may be legally entitled, the non-breaching Party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 8 by the other Party or any of its employees or agents.

9. PROPRIETARY RIGHTS; RESTRICTIONS ON USE.

9.1 Property of Vision. The Software Services (including any updates or enhancements thereto), the look and feel and layout of any deliverables generated in connection with the Software Services, and all worldwide intellectual property rights therein, are the exclusive property of Vision and its licensors. All rights in and to the Software Services not expressly granted to Customer in this Agreement are reserved by Vision. Subject to Customer’s ownership of Customer Data, Vision shall retain all right, title, and interest in and to any intellectual property rights developed by, or on behalf of, Vision in the course of performing its obligations under this Agreement. Except as expressly permitted in this Agreement or as otherwise authorized by Vision in writing, Customer will not, and will not permit any Authorized User to (a) modify, adapt, alter, translate, or create derivative works from the Software Services; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Software Services to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software Services; (d) interfere in any manner with the operation of the Software Services; (e) remove, alter, or obscure any proprietary notices (including copyright notices) of Vision or its licensors displayed in connection with the Software Services; or (f) otherwise use the Software Services except as expressly allowed under this Agreement.

9.2 Access and Users. Customer shall be responsible for the acts and omissions of each Authorized User. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Services, and notify Vision promptly of any such unauthorized use. Customer is responsible for maintaining the confidentiality of all Authorized Users’ usernames and passwords and is solely responsible for all activities that occur under these usernames. Customer agrees (a) not to allow an unauthorized third party to use its account, usernames, or passwords at any time; and (b) to notify Vision promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement by Customer or any Authorized User. Vision reserves the right to terminate any username and password which Vision reasonably determines may have been used in violation of this Agreement, or by an unauthorized third party, or by any Authorized User or individual other than the Authorized User to whom such username and password was originally assigned. Customer shall not permit any
third party to access the Software Services without prior written approval from Vision. Third parties include all consultants, agents, and other non-employee personnel.

9.3 Violations. Customer may be subject to additional fees, suspension, or termination of this Agreement if Customer violates Section 9 of this Agreement.

10. WARRANTY; DISCLAIMER.

10.1 Performance Warranty.

(a) Vision warrants that during the Term, the Software Services will perform substantially in accordance with its Documentation. Notwithstanding the forgoing, Customer acknowledges and agrees that the ability to use the Software Services may be affected by minimum system requirements or other factors beyond the control of Vision, and Vision shall not be liable if Customer is unable to use the Software Services due to such issues.

(b) Vision also warrants that (i) it will provide all Services in a professional and workmanlike manner in accordance with this Agreement; (ii) it shall comply with all applicable laws and regulations in its provision of the Services provided herein; (iii) it is duly organized and is validly existing and in good standing under the laws of a state of the United States; and (iv) it knows of no reason why it cannot provide the Services provided for herein.

(c) For any breach of this warranty, Vision will, at its own expense and as its sole obligation and Customer’s sole remedy, use commercially reasonable efforts to correct any reproducible error in the Software Services reported to Vision by Customer in writing during the Term.

10.2 Third-Party Products. The Installed Software is intended to operate in conjunction with certain third-party products ("Third-Party Products"). Customer understands and agrees that Vision makes no representation, warranty, or claim related in any way to any Third-Party Products. Customer further understands and agrees that any updates, upgrades, or other modifications to Third-Party Products, whether by Customer or any other party, may cause disruption in the functionality of the Installed Software and Customer’s use thereof, and Vision is not responsible for any such disruption.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1, VISION DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES RELATED TO THE SOFTWARE SERVICES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE SERVICES ARE PROVIDED SOLELY ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SOFTWARE SERVICES IS AT ITS SOLE RISK. VISION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

10.4 Customer Warranty. Customer represents and warrants that: (a) it has the authority to enter into this Agreement; (b) it has the right to use and provide the Customer Data for the purposes contemplated by this Agreement; and (c) it shall not use the Software Services for any purpose or in any manner that violates applicable law.

11. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTION 9 OR A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VISION’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO VISION HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT EXTEND
12. **Indemnification.**

12.1 **By Vision.** Vision will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Software Services infringe any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and Vision will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer (a) notifying Vision promptly in writing of such action; (b) giving Vision sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Vision’s request and expense, assisting in such defense. If the Software Services becomes, or in Vision’s opinion is likely to become, the subject of an infringement claim, Vision may, at its option and expense, either (i) procure for Customer the right to continue using the Software Services, (ii) replace or modify the Software Services so that it becomes non-infringing, or (iii) terminate this Agreement upon written notice to Customer and refund to Customer Fees the paid for the Software Services for the period following the effective date of such termination. Notwithstanding the foregoing, Vision will have no obligation under this Section 12 or otherwise with respect to any infringement claim based upon (A) any use of the Software Services not in accordance with this Agreement or the specifications published by Vision, (B) any use of the Software Services in combination with other products, equipment or software not provided or recommended by Vision, (C) any Customer Data, or (D) any modification of the Software Services by any person other than Vision or its authorized agents or subcontractors. THIS SECTION 12 STATES VISION’S ENTIRE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

12.2 **By Customer.** Customer shall, to the fullest extent permitted by applicable law, defend, indemnify, and hold Vision harmless from and against any claim, action, or demand suffered by Vision arising in connection with (a) the Customer Data; (b) the modification or misuse of the Software Services by Customer or any Authorized User; or (c) any claim relating to the accuracy of the valuation methodology or output from the Software Services.

13. **General.**

13.1 **Non-Exclusive.** This Agreement shall not be construed to limit or prohibit Vision in any manner or fashion in providing products and/or services of any type or nature, including those identical to the Services, to any other customer in its sole discretion.

13.2 **Assignment.** Neither Party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to Customer to access the Software Services) to any third party without the other Party’s prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party’s consent, assign its rights and obligations under this Agreement to a parent, affiliate, or subsidiary, or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets to which this Agreement relates. Any attempted assignment of this Agreement not in accordance with this subsection shall be null and void.

13.3 **Publicity.** Customer agrees that Vision may use its name and logos in Vision’s promotional materials and client lists.

13.4 **Relationship of Parties.** The relationship of the Parties established under this Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venture partner of or with the other, and neither Party has the right or authority to assume or create any obligation on behalf of the other Party.

13.5 **Force Majeure.** Except for any payment obligations, neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such Party.
13.6 **Notices.** All notices, consents, and approvals under this Agreement may be delivered by Vision to Customer to the addresses (including email) provided in the Order. All notices, consents, and approvals under this Agreement must be delivered by Customer to Vision to accounting@vgsi.com. Either Party may change its email address for notice by giving notice of the new email address to the other Party.

13.7 **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of Massachusetts, without reference to its choice of laws rules.

13.8 **Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.9 **Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

13.10 **Entire Agreement.** This Agreement and the Order constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral regarding such subject matter. No terms and conditions proposed by either Party that are not included in the Agreement shall be binding on the other Party unless accepted in writing by both Parties, and each Party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Order shall govern, provided that the Order specifies the applicable provisions in this Agreement that it intends to modify. The exchange of a fully-executed Order by electronic signature will be sufficient to bind the Parties to the Agreement and such Order. No amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

[REST OF PAGE LEFT INTENTIONALLY BLANK.

SIGNATURE BLOCK ON FOLLOWING PAGE.]
By signing below, each Party acknowledges that it has read this Agreement and the Orders attached hereto, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Agreement. This Schedule may not be modified or altered except by a written instrument duly executed by both Parties.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

**Customer:**
Town of Little Compton, Rhode Island  
40 Commons St.  
Little Compton, RI 02837

Signature:  

By:  

Title:  

Date:  

---

**Vision:**
Vision Government Solutions, Inc.  
1 Cabot Road  
Hudson, MA 01749

Signature:  

By:  

Title:  

Date:
1. **Software Terms**

1.1 The Customer must keep confidential any of its passwords associated with the Software Services. In addition, Customer must secure the hardware upon which the Software will be accessed using, antivirus software, malware protection software, or similar software protecting against malicious software, computer viruses, hijacking, or other offensive attack. A failure to adhere to the preceding statements will undermine Vision’s efforts for securing the Customer’s data stored on Vision’s servers.

1.2 Vision is not providing any third-party licenses, and therefore this Agreement does not include any license fees for third party products, including but not limited to MS SQL License, Microsoft Windows License, ESRI’s ArcGIS, Marshall & Swift Cost Calculators, or database software.

1.3 The Software is commercial-off-the-shelf (COTS) and may be configured, not customized, to address Customer requirements.
2. Software Maintenance Terms

2.1 During the Subscription Term, upon and subject to the terms and conditions of the Agreement and this Order, Vision will provide to Customer reasonable operational support and assistance as described below in connection with the use of the Software: (a) corrections to the Installed Software and Documentation of Defects reported by Customer to Vision, which Defects are caused by errors in the then-current release of the Installed Software, provided that such Defects are reported to Vision no later than two (2) business days after the Defect first occurs or arises; (b) telephone or email support with respect to the Services delineated in this Order; and Vision’s obligation to provide a response pursuant to this paragraph is void if the Customer does not allow reasonable access to the Installed Software for diagnostics and examination, or in the event of causes beyond the control of Vision, including but not limited to acts of God, fire, flood, strike, national emergency or failures of communications facilities or lines.

2.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request.

2.3 “Business Hours” shall mean 8:30am to 4:30pm Eastern Standard Time, Monday through Friday, Vision holidays excluded.

2.4 Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Agreement, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to or generates a Defect from: (a) acts of God or natural disasters, including but not limited to fire, smoke, water, earthquakes, lightning or static electricity; (b) causes external to the Installed Software such as, but not limited to, electrical power fluctuations or failures, lack of air conditioning or proper temperature control, accidents, burglary or vandalism; (c) the neglect, misuse (including faulty repair or maintenance by third parties), or improper servers or workstations on which the Installed Software is installed, or other failure to comply with the instructions set forth in the Documentation or provide a suitable environment for the Installed Software; (d) modification or alteration of the Installed Software not provided by Vision; (e) a malfunction of any equipment not provided by Vision with which the Installed Software is used or combined; (f) use of the Installed Software in a manner for which it was not designed; or (g) the failure of Customer to back-up its data or otherwise to fulfill any obligation under this Order or the Agreement, for the Installed Software supported hereunder.

2.5 This Agreement further shall not apply to, and the Services shall not be deemed to include:

a) Development or engineering of the Software, unless Vision shall deem such development or engineering necessary in its providing services under section 2.1 above;

b) Upgrades, customizations or other enhancements to the Software or Installed Software;

c) Supplies, accessories, media or other materials which are, by their nature, expendable or consumable, except for media which may be provided as part of the Services described in section 2.1 above;

d) Any services, including, without limitation, installation, alterations, modifications, maintenance or removal of, or relating to any item not furnished by Vision, and

e) Any services related to work external to the Software, including, without limitation, electrical work, cable routing or changes that affect the Specifications or the Customer’s equipment and other software.
3. **Hosted Solution Terms**

3.1 Customer may access and utilize Vision Cloud Servers only to access, view, edit, maintain or otherwise utilize their Customer Data in connection with the Software Services. Customer will not: (a) install or access any software or programs on the Vision Cloud Server without prior written approval from Vision; or (b) utilize the Vision Cloud Server to access the internet without prior written approval, other than indirect internet access through the Tax UI. Customer will ensure that its content will not violate any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of the Customer Data.

3.2 Vision may suspend Customer’s right to access or use any portion or all of the Hosted Solution immediately upon notice to Customer if Vision determines that Customer’s use of the Hosted Solution (a) poses a security risk or could otherwise adversely impact Vision or to any other customer of Vision; could adversely impact Vision systems, the Service Offerings or Content of any other customer; (b) is fraudulent; or (c) constitutes a breach of this Agreement or a violation of applicable law.

3.3 Vision will provide sufficient space on Vision Server(s) for client’s Tax Database and Associated Documents.

3.4 Vision will install all required server software including SQL.

3.5 Customer will remain responsible to maintain their local intranet in good working order.

3.6 Customer will remain responsible to provide internet access with sufficient bandwidth to all Tax users.
VISION
GOVERNMENT SOLUTIONS

TAX SOFTWARE IMPLEMENTATION AGREEMENT

This Tax Software Implementation Agreement (this “Agreement”) is dated _______ (the “Effective Date”) and is entered into between VISION GOVERNMENT SOLUTIONS, INC., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“Vision”) and Little Compton, Rhode Island (“Customer”). Vision and Customer may be collectively referred to as “Parties” or individually as a “Party”. This Agreement establishes the terms pursuant to which Vision will provide Implementation Services relating to its Software and Software Services.

Vision and Customer agree as follows:

1. DEFINITIONS.

1.1 “Confidential Information” means the terms and conditions of this Agreement and all information related to a Party’s business, financial affairs, or operations, including but not limited to information related to business plans, technology, source code, product or service development plans, pricing, techniques, and methods, which is either marked or identified as confidential or which the receiving Party knew or reasonably should have known, under the circumstances, was confidential.

1.2 “Customer Data” means information, data, and other content, in any form or medium, that is provided or made available by Customer to Vision in connection with Customer’s receipt of Software Services. Customer Data does not include Usage Data.

1.3 “Defect” shall mean reproducible errors in the Software Services which prevent the Software Services from performing in all material respects in accordance with the Documentation, when operated in the proper environment and used in accordance with all applicable instructions.

1.4 “Documentation” means the user manuals, handbooks, and guides relating to the Implementation Services published by Vision and provided to Customer in connection with the Implementation Services.

1.5 “Implementation Services” means those installation and implementation services to be provided by Vision as set forth in the Implementation SOW.

1.6 “Implementation SOW” means the statement of work attached hereto as Exhibit A, outlining the Implementation Services to be provided under this Agreement.

1.7 “Software” means Vision’s proprietary software product identified in the Implementation SOW.

1.8 “Software Services” means the access provided by Vision to Customer to the Software as described in the Implementation SOW. The Software Services may include access to Vision’s Software installed locally (“Installed Software”) or on the web (“Web-Based Software”).

1.9 “Vision Cloud Server(s)” shall mean any server that is owned or licensed to Vision and made available by Vision in connection with the Software Services.

2. IMPLEMENTATION SERVICES. Vision shall provide Customer with those Implementation Services set forth in the Implementation SOW. Customer shall provide Vision with reasonable assistance and cooperation regarding the Vision’s provision of the Implementation Services.

3. CUSTOMER OBLIGATIONS. To the extent that Vision requires access to Customer’s premises in order to perform the Implementation Services, Customer shall provide (a) (i) media, (ii) supplies, (iii) data, the use of hardware and/or other equipment, (iv) other software, communications facilities, and (v) other materials (other than tools) required to for the Implementation Services; (b) reasonable secure storage for such Customer-provided materials; (c) reasonable secure storage for such equipment and tools as Vision elects to store at Customer’s premises. With respect to Implementation Services for Installed Software or Web-Based Software, Customer shall
ensure that the environment, space, and access to and availability of power comply, at all times, with Vision’s minimum space and suitability requirements.

4. TERM; TERMINATION.

4.1 Term. The term of this Agreement (the “Term”) shall begin on the Effective Date and shall continue until Vision completes Implementation Services (the “Implementation Period”).

4.2 Termination. Either Party may terminate this Agreement if the other Party breaches any material provision of this Agreement and does not cure such breach within sixty (60) business days after receiving written notice thereof. The date on which this Agreement terminates is the “Termination Date.”

4.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, (a) any amounts owed to Vision under this Agreement before such termination or expiration will be immediately due and payable; (b) all rights, including license rights, granted by Vision to Customer in this Agreement will immediately cease to exist; (c) Customer must discontinue all use of the Software Services; and (d) Customer must erase all copies of the Installed Software or Web-Based Software from Customer’s computers or systems, and return to Vision or destroy all copies of the Installed Software or Web-Based Software. At Vision’s request, Customer shall certify in writing that it has erased all copies of the Installed Software or Web-Based Software from Customer’s systems.

4.4 Survival. The termination of this Agreement shall be without prejudice to any rights of either Party against the other, and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination including the Customer’s obligation to pay any fees due. Upon termination of the Terms, any provision, which, by its nature or express terms should survive, will survive such termination or expiration.

5. FEES AND PAYMENT.

5.1 Fees. Customer will pay to Vision the fees set forth in the Implementation SOW (“Fees”) for the Implementation Services.

5.2 Payment Terms. The amounts and payment schedule for the Fees shall be set forth in the Implementation SOW. Customer shall pay all Fees within thirty (30) days of Customer’s receipt of the applicable invoice from Vision. All payments must be made in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Vision’s reasonable costs of collection. All Fees due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Vision’s net income.

5.3 Suspension. Vision reserves the right (in addition to any other rights or remedies Vision may have) to suspend or discontinue the Implementation Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full.

5.4 Reimbursement; Expenses. With Customer’s prior approval and if travel is necessary to perform the Implementation Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in providing the Implementation Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

6. CONFIDENTIALITY.

6.1 Protection. The Party receiving Confidential Information ("Receiving Party") from the other Party ("Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than
the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

6.2 Exceptions. The Receiving Party's obligations under Section 6.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6.3 Return of Information. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the Disclosing Party; provided that Receiving Party shall not be required to destroy electronic records or files that have been created pursuant to Receiving Party's automatic archiving and back-up procedures and the removal of which is not technically practical.

6.4 Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Section 6 would cause irreparable harm to the non-breaching Party, the extent of which would be difficult to ascertain. Accordingly, each Party agrees that, in addition to any other remedies to which a Party may be legally entitled, the non-breaching Party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 6 by the other Party or any of its employees or agents.

7. PROPRIETARY RIGHTS; RESTRICTIONS ON USE. The Software, Software Services (including any updates or enhancements thereto), the look and feel and layout of any deliverables generated in connection with the Software Services, and all worldwide intellectual property rights therein, are the exclusive property of Vision and its licensors. All rights in and to the Software Services not expressly granted to Customer in this Agreement are reserved by Vision. No intellection property rights are transferred pursuant to this Agreement.

8. WARRANTY; DISCLAIMER.

8.1 Performance Warranty.

(a) Vision warrants that (i) it will provide all Implementation Services in a professional and workmanlike manner in accordance with this Agreement; (ii) it shall comply with all applicable laws and regulations in its provision of the Implementation Services provided herein; (iii) it is duly organized and is validly existing and in good standing under the laws of a state of the United States; and (iv) it knows of no reason why it cannot provide the Implementation Services provided for herein.

(b) For any breach of this warranty, Vision will, at its own expense and as its sole obligation and Customer's sole remedy, use commercially reasonable efforts to reperform the Implementation Services giving rise to the breach which are reported to Vision by Customer in writing during the Term.
8.2 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, VISION DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES RELATED TO THE SOFTWARE SERVICES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. LIMITATION OF LIABILITY. EXCEPT FOR PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VISION’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO VISION HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT EXTEND ONLY TO CUSTOMER AND ITS PERMITTED SUCCESSORS AND ASSIGNS. ANY ACTION AGAINST VISION NOT BROUGHT WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES OR ARISES SHALL BE DEEMED BARRED.

10. GENERAL.

10.1 Non-Exclusive. This Agreement shall not be construed to limit or prohibit Vision in any manner or fashion in providing products and/or services of any type or nature, including those identical to the Implementation Services, to any other customer in its sole discretion.

10.2 Assignment. Neither Party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to Customer to access the Software Services) to any third party without the other Party’s prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party’s consent, assign its rights and obligations under this Agreement to a parent, affiliate, or subsidiary, or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets to which this Agreement relates. Any attempted assignment of this Agreement not in accordance with this subsection shall be null and void.

10.3 Publicity. Customer agrees that Vision may use its name and logos in Vision’s promotional materials and client lists.

10.4 Relationship of Parties. The relationship of the Parties established under this Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venture partner of or with the other, and neither Party has the right or authority to assume or create any obligation on behalf of the other Party.

10.5 Force Majeure. Except for any payment obligations, neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such Party.

10.6 Notices. All notices, consents, and approvals under this Agreement may be delivered by Vision to Customer to the addresses (including email) provided in the Implementation SOW. All notices, consents, and approvals under this Agreement must be delivered by Customer to Vision to accounting@vgsi.com. Either Party may change its email address for notice by giving notice of the new email address to the other Party.

10.7 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of Massachusetts, without reference to its choice of laws rules.
10.8  **Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

10.9  **Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

10.10  **Entire Agreement.** This Agreement and the Implementation SOW constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral regarding such subject matter. No terms and conditions proposed by either Party that are not included in the Agreement shall be binding on the other Party unless accepted in writing by both Parties, and each Party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of the Implementation SOW, the provisions of the Implementation SOW shall govern, provided that the Implementation SOW specifies the applicable provisions in this Agreement that it intends to modify. This Agreement may be executed in counterparts. No amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

[REST OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE BLOCK ON FOLLOWING PAGE.]
By signing below, each Party acknowledges that it has read this Agreement and the Implementation SOW, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Agreement. This Schedule may not be modified or altered except by a written instrument duly executed by both Parties.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

**Customer:**
Town of Little Compton, Rhode Island
40 Commons St.
Little Compton, RI 02837

Signature:

By:

Title:

Date:

**Vision:**
Vision Government Solutions, Inc.
1 Cabot Road
Hudson, MA 01749

Signature:

By:

Title:

Date:
Exhibit A
Tax Implementation Order

<table>
<thead>
<tr>
<th>Customer Information</th>
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<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Little Compton, Rhode Island</td>
</tr>
<tr>
<td>40 Commons St.</td>
</tr>
<tr>
<td>Little Compton, RI 02837</td>
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</tbody>
</table>

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<thead>
<tr>
<th>Software Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Licensed Software</td>
</tr>
<tr>
<td>Vision Tax 2.0 Software – Tax Administration &amp; Tax Collection</td>
</tr>
<tr>
<td>Scope of Services</td>
</tr>
<tr>
<td>☑ Implementation Services (One-Time Fee)</td>
</tr>
<tr>
<td>One-Time Fee: $39,000</td>
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<table>
<thead>
<tr>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Services Fee Due Date:</td>
</tr>
<tr>
<td>$9,000 due upon signing</td>
</tr>
<tr>
<td>$15,000 due on July 1, 2023</td>
</tr>
<tr>
<td>$15,000 due on July 1, 2024</td>
</tr>
</tbody>
</table>

**Other Terms**


2. **Upgrade.** In consideration for the payment of the amounts set forth in Section 2 below, Vision is providing Customer with the following software upgrades to the System (the “Upgrades”):

   Vision Tax Administration, 2.0

   Vision Tax Collection, 2.0

3. **Installation of the Upgrade.** Vision will install the Upgrades on Vision’s cloud servers.

4. **Signature Requirement.** The pricing and financing terms set forth in this SOW require Customer to sign this SOW by and schedule an upgrade for a date prior to December 30, 2022.
# Appendix A: Scope of Upgrade

<table>
<thead>
<tr>
<th>Scope Element</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>License to Tax Administration</td>
<td>Included</td>
</tr>
<tr>
<td>License to Tax Collection</td>
<td>Included</td>
</tr>
</tbody>
</table>
| Conversion Services           | • Conversion and balancing of all previous years from legacy Tax Collection software included  
                              | • Conversion and balancing of current plus one previous year from legacy Tax Administration software included |
| Training Services             | One day of onsite training included                                   |
| ACH Set-up and Configuration  | Not Included                                                          |
| Lockbox Set-Up and Configuration | Not Included                     |
| Custom General Ledger Export  | Not Included                                                          |
To: Honorable Town Council

From: Antonio A. Teixeira
       Town Administrator

Date: February 9, 2023

Subject: GIS – Tax Map Maintenance Proposal

Attached for your review and approval is the annual maintenance GIS proposal.

Tax MAP and Maintenance Proposal provides a range of services to support the current GIS. Thus far GIS has provided service and options that were not available before to many of our Town Employees, Boards and Commissions.

The cost for the year is $2,400 and $20.00 for building added or changes made.

Denise Cosgrove, Tax Assessor, Dean Simmons, Building/Zoning Official and I recommend approval.

Thank you!
TAX MAP MAINTENANCE PROPOSAL
FOR THE TOWN OF LITTLE COMPTON, RI

For processing data recorded 01/01/2023 through 12/31/2023

January 19, 2023

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Little Compton, RI, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

SCOPE OF SERVICES

A. Compilation
   1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
   2. CAI shall review title conveyance deeds and make any required changes. *N/A*
   3. CAI shall calculate the area of any parcel that is changed as a result of the above items 1 and 2, following professionally accepted roundoff rules.
   4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
   5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
   6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
   7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
   8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

B. Computer Map Index Services - *N/A*
   1. CAI shall maintain an index of property records that corresponds to the the property maps.
   2. All index changes shall be coded in the change field as follows:
      M1 - Name/Book and Page
      M2 - Area
      M3 - Parcel Id Number (i.e. Map and/or Lot number
      M4 - Multiple of M1, M2, M3
      M5 - Other (such as plan name or plan lot number)
      A - Add New Lot
      D - Delete Lot
   3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
      a. Numerical by map and lot number
      b. Alphabetical by owner's name
      c. Change list by change code with secondary sorting by map and lot
      d. Other index printouts will be available upon request, at current CAI prices

C. GIS
   1. All digital files will be processed using Esri GIS software.
   2. All data will be checked for topology errors and corrected.
   3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

CAI Technologies  
11 Pleasant Street, Littleton NH 03561  
P (603) 444-6768 / (800) 322-4540  
cai-tech.com

*N/A* = Not Applicable. If you have questions regarding any N/A services, please call us.
D. Responsibilities of the CLIENT
1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

ADMINISTRATIVE

A. Documenting Progress
1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:
   a. receipt date of data to be processed
   b. completion date of compilation
   c. completion date of first draft
   d. completion date of checking
   e. completion date of second draft
   f. date printed
   g. date shipped

TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

COST

Map/GIS Maintenance Service $2,400.00
Building Footprints (if building sketches are provided as described above) $20.00/building added or changed

DELIVERABLES

Deliverables shall include three (3) complete sets full size and one (1) complete set 11"x17" reductions, PDFs, digital data

PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

CAI Technologies 11 Pleasant Street, Littleton NH 03561 P (603) 444-6768 / (800) 322-4540 cai-tech.com

*N/A=Not Applicable. If you have questions regarding any N/A services, please call us.
TAX MAP MAINTENANCE CONTRACT 
FOR THE TOWN OF LITTLE COMPTON, RI 

For processing data recorded 01/01/2023 through 12/31/2023 

This is a contract made this 19 day of January, 2023, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Little Compton, RI, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written. 

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated January 19, 2023, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract. 

2. The CLIENT shall pay $2,400.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional $20.00/building added or changed. There will be no additional charge if Property Record cards are not provided. 

3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT. 

4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services. 

This contract shall be construed under the laws of the State of Rhode Island.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Little Compton, RI 

BY: 
TITLE: 

CAI Technologies 

Franco D. Rossi 
President 

BY: 
TITLE: 

BY: 
TITLE: 

BY: 
TITLE: 

CAI Technologies 
11 Pleasant Street, Littleton NH 03561 
P (603) 444-6768 / (800) 322-4540 
cai-tech.com 

* N/A = Not Applicable. If you have questions regarding any N/A services, please call us.
January 18, 2023

Town Council Members
c/o Carol Wordell, Town Clerk
Town Hall
Little Compton, RI 02837

Dear Council Members,

We would like to request use of Class F liquor licenses on following dates:

1. Trivia Night - Friday February 3, 2023 6pm-8pm
2. Valentine's Concert - Friday February 11, 2023 6pm-8pm
3. Trivia/Pub Night - Friday March 3, 2023 6pm-8pm
4. Trivia/Pub Night - Friday April 7, 2023 6pm-8pm
5. Summer Concert - Wednesday August 2, 2023 6pm-8pm
6. Summer Concert - Wednesday August 9, 2023 6pm-8pm
7. Summer Concert - Wednesday August 16, 2023 6pm-8pm
8. Summer Concert - Wednesday August 23, 2023 6pm-8pm
9. Fall Concert (Oktoberfest) - Wednesday September 27, 2023 6pm-8pm

Additional liquor licenses may be requested at a later date. Please let us know if you have any questions or concerns.

Sincerely,

Amy Mooney
Executive Director
Little Compton Community Center

The Little Compton Community Center is a 501 (c) (3) Organization
AGENDA
Semi-Monthly Meeting – Full Council

Tuesday, February 14, 2023; 6:00 p.m.
Administration Building, Conference Room A
One Capitol Hill; Providence, RI

Please click the link below to join the webinar:
https://us02web.zoom.us/j/86491374162?pwd=VTNjZzorWjNNQ2ZjU1RbH3IUEtQUT09
Webinar ID: 864 9137 4162
Passcode: 936013
Or Telephone:
877 853 5247 (Toll Free) or 888 788 0099 (Toll Free)
or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free)
Webinar ID: 864 9137 4162
Passcode: 936013

Hybrid Meeting Link for Public Viewing Only-
All Public Comment Must Be In-Person– Members Must Attend In-Person

Approval of the minutes of the previous meeting – January 24, 2023
Subcommittee Reports
Staff Reports

1. Discussion and action on federal consistency decision for CRMC File 2021-06-029
Revolution Wind, LLC Coastal Zone Management Act consistency certification; offshore wind energy facility in federal waters
January 24, 2023

Little Compton Town Council
Town Hall
P.O. Box 226
Little Compton, RI 02837 - SENT VIA EMAIL: towncouncil@littlecomptonri.org

Dear Town Council Members,

After a successful six years of extending our Buzzards Bay Watershed Ride (www.savebuzzardsbay.org/ride) into Rhode Island, we would once again like to request permission for this fundraising cycling event to start its 100-mile route at Sakonnet Point in Little Compton, and pass through your town before entering Massachusetts for the final 90 miles of the route. Please see the route details for the RI section of the ride attached. The date for this year is Sunday, October 1, 2023.

As always, safety is our top concern and we provide ample volunteer presence and signage to ensure clarity on the route. Also of note is that our event is a ride and not a race, so our 400+ cyclists (many of them repeat riders) are used to safely sharing the roads with cars and pedestrians. We are pleased to have gone 16 years without incident.

We would expect no more than 125 cyclists this year on the 100-mile route starting in Little Compton. We are working with the Sakonnet Point Club and the Harbormaster’s office to ensure there is adequate parking and room for a shuttle bus to drop off cyclists. Set up is at 5:30am to open check in at 6am with the goal of getting the cyclists on the road at 7:30am. With less than 10 miles of road in Rhode Island, we would expect our riders to have exited Rhode Island by 8:30am at the latest.

As always, we will apply for the RI DOT Parade/Event permit. Should we receive permission from the Town Council to hold the event, we once again look forward to coordinating with local police and fire departments as required.

Please let us know if you need additional information. Thank you for your time and consideration of this request.

With best regards,

Jonah Guerin
Event Manager
guerin@savebuzzardsbay.org
RHODE ISLAND DEPARTMENT OF TRANSPORTATION
PARADE/EVENT PERMIT

The Rhode Island Department of Transportation has established this permit to streamline the approval process for parades, road races, cycling tours or other organized events on State Roads and Bridges. Please fill out this application completely and mail to: State Traffic Engineer, Rhode Island Department of Transportation, Two Capitol Hill, Providence, RI 02903 or email to: carolyn.caouette@dot.ri.gov.

Please feel free to provide any supporting documentation you feel would be important in describing your event. ADDITIONALLY, IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN APPROVAL FROM EACH CITY OR TOWN THE EVENT WILL TAKE PLACE IN.

EVENT DETAILS:

Buzzards Bay Coalition Watershed Ride 10/1/23, 5:30 am to 8:30 am
Name of Event (Parade/Road Race) Event Date(s) and Time Period(s)

Sakonnet Pt Rd, Peckham Rd, Long Hwy, Crosby Rd, Pottersville Rd, Mullin Hill Rd, Old Harbor Rd, Adamsville Rd
Event Route (List all affected roads. Please attach event map if available showing route.)

Little Compton, RI and 10 MA towns (Westport, Dartmouth, New Bedford, Fairhaven, Acushnet, Mattapoisett, Rochester, Wareham, Bourne, Falmouth)
Cities and Towns where the event will take place.

EVENT SPONSOR INFORMATION:

Buzzards Bay Coalition
Name of Sponsor (Permittee)

114 Front St New Bedford MA
Street Address City/Town State

508-999-6363 x207 guerin@savebuzzardsbay.org
Contact Number E-Mail

Jonah Guerin Event Manager
Sponsor's Authorized Representative Title/Position

114 Front St New Bedford MA
Street Address City/Town State

Form continues on next page
RHODE ISLAND DEPARTMENT OF TRANSPORTATION PARADE/EVENT PERMIT

I, ________________, on behalf of ________________, agree to indemnify, defend and hold harmless the State of Rhode Island, its officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the Event activities of ________________, its agents or employees, including all costs, expenses and attorney fees which in any manner result from or arise out of this agreement. ________________ shall reimburse the State of Rhode Island for any and all damages to the real or personal property of the State of Rhode Island caused by the acts of ________________, its agents, or employees. The State of ________________ shall give reasonable notice of any such claim. The duties under this provision shall remain fully in effect and binding, even where ________________ is alleged of, or is found to merely contribute in part to the acts giving rise to the claims and/or where the State of Rhode Island is alleged or is found to have contributed to the acts giving rise to the claims.

________________ further agrees to furnish, install and remove necessary traffic control signs in accordance with state and federal specifications, and to coordinate with local traffic police officers to direct motorists in accordance with any proposed detours.

________________ further covenants and agrees that:

1) No person shall, on the grounds of race, color, sex, national origin, age or disability, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the course of the Event; and

2) ________________, shall use the state highways of the Event route in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended.

In the event of breach of this non-discrimination covenant, the State of Rhode Island shall have the right to terminate the permit.

Jonah Guerin
Authorized Representative's Signature
1/24/23
Date

APPROVAL FROM THE RI TURNPIKE AND BRIDGE AUTHORITY (IF APPLICABLE)
(For Use of Jamestown Verrazzano Bridge, Route 138 in Jamestown, Newport Pell Bridge, Mount Hope Bridge and Sakonnet Bridge).

Signature: ___________________________ Date: ___________________________
RI Turnpike and Bridge Authority

Form continues on next page
MUNICIPAL APPROVALS:

Pursuant to Section 31-12-12(a) of the Rhode Island General Laws of 1956, as amended, local authorities are empowered to regulate processions and/or assemblages on streets and highways within their jurisdictional limits, as well as to enforce applicable traffic regulations within the reasonable exercise of police power.

Municipality: __________________________ Municipal Official (Title): __________________________
Signature: __________________________ Date: __________________________

Municipality: __________________________ Municipal Official (Title): __________________________
Signature: __________________________ Date: __________________________

Municipality: __________________________ Municipal Official (Title): __________________________
Signature: __________________________ Date: __________________________

Municipality: __________________________ Municipal Official (Title): __________________________
Signature: __________________________ Date: __________________________

Municipality: __________________________ Municipal Official (Title): __________________________
Signature: __________________________ Date: __________________________

Attach additional copies of the Municipal Approvals section as needed.

Do not fill out this section – for official use only

RIDOT APPROVAL/DENIAL TO USE STATE HIGHWAY(S):

The State of Rhode Island approves/denies the application. Reason for denial (if applicable):

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

RIDOT State Traffic Engineer Date

Please contact RIDOT at 401-222-2694 with any questions. Your application may be denied or you may be asked to change the Event route if the State highways on the Event route are scheduled to be under construction on the Event date(s).
<table>
<thead>
<tr>
<th>Num</th>
<th>Dist</th>
<th>Type</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>0.0</td>
<td><img src="image" alt="Start of route – LITTLE COMPTON, RI" /></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>0.0</td>
<td>100-mile START LINE (Sakonnet Point Club) Parking, check-in, restrooms, food, water available</td>
<td><img src="image" alt="100 MILES TO GO" /></td>
</tr>
<tr>
<td>3.</td>
<td>0.1</td>
<td><img src="image" alt="L onto Sakonnet Point Rd. (RI route 77)" /></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>5.4</td>
<td><img src="image" alt="R onto Peckham Rd – Volunteer" /></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>7.6</td>
<td><img src="image" alt="R onto Long Hwy – Volunteer" /></td>
<td></td>
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<tr>
<td>6.</td>
<td>8.5</td>
<td><img src="image" alt="L onto Pottersville Rd" /></td>
<td></td>
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<tr>
<td>7.</td>
<td>9.4</td>
<td>Slight R on Mullin Hill Road</td>
<td></td>
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<tr>
<td>8.</td>
<td>10.2</td>
<td><img src="image" alt="R onto Old Harbor Rd" /></td>
<td><img src="image" alt="90 MILES TO GO" /></td>
</tr>
<tr>
<td>9.</td>
<td>10.8</td>
<td><img src="image" alt="R onto Howland Rd" /></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>11.8</td>
<td><img src="image" alt="L onto Atlantic Ave" /></td>
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<tr>
<td>11.</td>
<td>12.6</td>
<td><img src="image" alt="L onto Acoaxet Rd" /></td>
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</tr>
<tr>
<td>12.</td>
<td>12.8</td>
<td>Continue onto River Rd</td>
<td></td>
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<tr>
<td>13.</td>
<td>16.0</td>
<td>Slight R onto Old Harbor Rd</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>16.5</td>
<td><img src="image" alt="R onto Adamsville Rd" /></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>18.9</td>
<td>R onto Main Road – Volunteer</td>
<td><img src="image" alt="80 MILES TO GO" /></td>
</tr>
</tbody>
</table>

**WESTPORT, MA**
Dear Members of the Town Council:

Sue Chase (a fellow board member for the LC Food Bank) recently spoke with Andrew Iriarte-Moore and suggested that we reach out to you. Cindy and I moved to Little Compton full-time a few years ago and were looking for opportunity to volunteer & serve. The Food Bank seemed to be a good fit and we recently accepted the role of Co-Presidents of the Board.

Since joining the board, many changes have happened. We now have new refrigeration, a total game changer indeed. We now can offer more fresh vegetables, meats and dairy each week.

We would love to show you the transformation that has occurred in the lower level of the Wellness Center. The process started just before Thanksgiving and we were up and running at the start of 2023. With generous donations from our community, we were able to offer fresh hams for our patrons at Christmas time, and held a “buy-nothing” bazaar for our patrons to have gifts for their families.

The new refrigeration and shelving is making the Food Bank a popular destination for our patrons (those in need of support in our community) each Friday and Saturday morning. We want to get the word out so that we can help all of those in need.

Sue mentioned to us that the town might be interested in supporting the Food Bank. If there are funds available to help us expand our services, we would be very grateful. $5,200 would enable us to increase the current weekly spending budget from $500 to $600 to purchase fresh fruits, vegetables and meats for our ever growing recipients of food each week.

This year, we’re also working on securing grant funding to partner with the local farms in the area - providing the dual benefits of supporting our local economy/farms and feeding those in our community suffering from food insecurity.

Please take us up on our offer to come to visit the Food Pantry. It is our belief and hope that we will reach all families in need of support.

The Little Compton Food Bank is an enormous (yet unknown) asset to our beloved Little Compton community.

Thank you for considering partnering with us at the LC Food Bank.

Sincerely,

Jed & Cindy Dawson

Jed Dawson
jdawson711@gmail.com
Cell: 508-735-9663
Dear Town Councilors,

Please find below the RI Department of Transportation’s responses to a series of questions I submitted regarding the 2024 repaving project. Their responses clarify the scope of work, summarized in key points as follows:

- Granite curbing will be installed on both sides of the street on the south side of the Commons. Cape Cod berms are out of scope for the Commons.
- The repaving project excludes new drainage systems for the Commons
- The repaving project excludes pedestrian safety improvements for the Commons

I'd like to request that the council formally address pedestrian safety issues around the Commons. There are, no doubt, various options beyond the few mentioned in my query to RIDOT that are worth exploring and which could make the Commons a more pedestrian friendly business district. Please consider taking action and formulating a plan to improve pedestrian safety.

Lastly, is there an avenue to explore with the state a long-term solution to the water issues that continue to erode the south side of the Commons and, similarly, at the top of Meeting House Lane? Repaving will lessen the problems in the near term but are not a solution. Both areas warrant an engineer's study to determine the source(s) of the water problems and to issue a plan. Can a request be made to RIDOT to conduct a study with future year funding? If nothing is done, the problems will not be resolved.

Thanks for your consideration.

Regards,
Leslie Fox

Begin forwarded message:

From: "DOT.CustomerService, (DOT)" <dot.customerservice@dct.ri.gov>
Subject: RE: Little Compton repaving project
Date: January 13, 2023 at 3:02:43 PM EST
To: Leslie Fox

Hello,
Two to three years ago I spoke with a RIDOT engineer who was on site to review the condition of the Commons roads. He indicated several spots where groundwater seeps up from under the pavement in addition to obvious signs of stormwater damage and erosion on both sides of the road. The engineer said would add solutions for these issues in the plan for the (then future) project. He mentioned adding several catch basins and installing a drain system lot direct stormwater and groundwater (very high water table here) down to the cisterns at the corner of Spring Lane and at the end of Pike’s Peak (as we refer to the tip of the triangle). Were those plans or information from his site visit (2018 or 2019?) incorporated in the scope for 2024?

The Pavement Improvements – LCM project involves various pavement improvements along eleven roadways in the Towns of Little Compton and Tiverton. The project is on an accelerated schedule for the purpose of rehabilitating and reconstructing approximately 11-miles of roadway while maintaining the existing roadway alignment and footprint. Drainage improvements are limited to the cleaning of existing catch basins and reconstruction, as needed, within the project limits. New drainage systems are not Included as part of this pavement project.

Will the project include a new system to divert, catch, and manage groundwater and stormwater water flow to the existing or new cisterns?

Same as above.

The south side of the Commons offers little room for pedestrians to walk safely without walking in the road itself. Is RIDOT consider improving pedestrian safety - to the degree possible given the width of the road - in the plan?

As stated in the previous response the scope, schedule and budget of the project are based on addressing the pavement deficiencies on 11-miles of roadway. Land survey has not been performed in this area under the subject project which would be required in order to identify property lines, existing grading, utility poles, trees, fences, stone walls etc. The introduction of new sidewalks along this section of road would not only change the scope of work, but it would also potentially impact the schedule and cost due to possible property impacts (including historic properties, archaeology, and cemeteries) utility relocation and tree removal and an extensive permitting and public outreach effort. The Town is funding a new sidewalk in the Commons triangle, between the school and Town Hall as part of the project.

Would RIDOT consider making the south side of the Commons a one-way street? This would greatly improve pedestrian safety and alleviate traffic for the residential side of the Commons. I’ve discussed this with the town council president and town administrator and they were open to the idea.

Reconfiguring the south side of Commons would not be consistent with the scope of this project

Cars routinely park along the south side, which further narrows the road and makes it more difficult for two-way traffic, bikes and pedestrians to navigate. Although the town is planning to replace the maintenance shed on the north side with a small parking lot for teachers and parents, would RIDOT consider restricting parking on the south side to allow traffic to flow more safely?

It is our understanding that the Town does not want to limit the on-street parking in this area. Parking restrictions are left to the Town even on state roads.

The town administrator unequivocally stated that the Union Cemetery side will not be curbed and that a petroleum-based Cape Cod asphalt bern will be installed. Is this true? If yes, does RIDOT have a rationale for treating one side of the Commons differently than the other three sides?

The south side of the Commons Street will receive new granite curbing which is included in this project to improve the condition of the roadway edge while being consistent with the north side of the road and surrounding area.
The Commons is listed as an historic district on the National Register of Historic Places. It is the only town commons in Rhode Island if not the entire U.S. that remains largely intact. Established in 1677, the Commons is an important and valued landmark for residents and visitors alike. Please consider installing granite curbing, which is more historically appropriate and will enable the town to maintain and carry forward the visual appeal of the Commons. If the 2024 project is using federal funding, are there any stipulations or guidelines that RIDOT will encompass to retain the historic district’s appearance uniformly on south and north sides of the Commons?

As previously stated, granite curbing will be utilized to be consistent with the surrounding area while adhering to the project scope and budget. Through the Section 106 and 4(f) process, the project is not anticipated to have an adverse effect on the historic district.

Have a good day,

Heather Gately
Information and Public Relations Specialist
Office of Communications & Constituent Services
R.I. Department of Transportation
Two Capitol Hill
Providence, Rhode Island 02903
P: 401-222-2450
E: dot.customerservice@dot.ri.gov
https://twitter.com/RIDOTnews
https://www.facebook.com/RIDOTNews

From: Leslie Fox
Sent: Sunday, January 8, 2023 7:59 PM
To: DOT.CustomerService, (DOT) <dot.customerservice@dot.ri.gov>
Subject: Little Compton repaving project

Thank you for providing answers to my questions about the 2024 paving project in Little Compton.

At a recent town council meeting, the town administrator described the scope of the upcoming RIDOT repaving project, scheduled for late spring 2024. When highlighting the work for the Commons historic district, he stated that the south side of the Commons will be repaved but is excluded from curbing and there was no plan to improve pedestrian safety or water drainage. While I support the town’s plans to fund sidewalk installation on the north side of the Commons in conjunction with RIDOT’s repaving project, I am very concerned that planning for the south side may not include some critical elements. I am hoping you can clarify the scope of the Commons work.

When referencing the south side of the Commons, I’m referring to the road running from A-1 Pizza in front of Union Cemetery and to the corner of South of Commons (across from Wilbur’s General Store).

• Two to three years ago I spoke with a RIDOT engineer who was on site to review the condition of the Commons roads. He indicated several spots where groundwater seeps up from under the pavement in addition to obvious signs of stormwater damage and erosion on both sides of the road. The engineer said would add solutions for these issues in the plan for the (then future) project. He mentioned adding several catch basins and installing a drain system lot direct
stormwater and groundwater (very high water table here) down to the cisterns at the corner of Spring Lane and at the end of Pike's Peak (as we refer to the tip of the triangle). Were those plans or information from his site visit (2018 or 2019?) incorporated in the scope for 2024?

- Will the project include a new system to divert, catch, and manage groundwater and stormwater water flow to the existing or new cisterns?

- The south side of the Commons offers little room for pedestrians to walk safely without walking in the road itself. Is RIDOT consider improving pedestrian safety - to the degree possible given the width of the road - in the plan?

- Would RIDOT consider making the south side of the Commons a one-way street? This would greatly improve pedestrian safety and alleviate traffic for the residential side of the Commons. I’ve discussed this with the town council president and town administrator and they were open to the idea.

- Cars routinely park along the south side, which further narrows the road and makes it more difficult for two-way traffic, bikes and pedestrians to navigate. Although the town is planning to replace the maintenance shed on the north side with a small parking lot for teachers and parents, would RIDOT consider restricting parking on the south side to allow traffic to flow more safely?

- The town administrator unequivocally stated that the Union Cemetery side will not be curbed and that a petroleum-based Cape Cod asphalt berm will be installed. Is this true? If yes, does RIDOT have a rationale for treating one side of the Commons differently than the other three sides?

- The Commons is listed as an historic district on the National Register of Historic Places. It is the only town commons in Rhode Island if not the entire U.S. that remains largely intact. Established in 1677, the Commons is an important and valued landmark for residents and visitors alike. Please consider installing granite curbing, which is more historically appropriate and will enable the town to maintain and carry forward the visual appeal of the Commons. If the 2024 project is using federal funding, are there any stipulations or guidelines that RIDOT will encompass to retain the historic district’s appearance uniformly on south and north sides of the Commons?

Thank you for your patience in responding. Although these questions are specific to the Commons, I can assure you that many of us are looking forward to this project and fully support your efforts in planning and executing.

Regards,

Leslie Fox
14 Commons
Little Compton
TOWN OF TIVERTON
RESOLUTION SEEKING GENERAL ASSEMBLY AUTHORITY TO LICENSE SHORT-TERM RENTAL (STR) BY MUNICIPALITIES
RESOLUTION 2023-0001

Whereas, Rhode Island’s cities and towns are grappling with the regulation of short-term rentals;

Whereas, the nature of the Short-term rental business is such that the clients are transient and the rentals can be disruptive to the quality of life of local residents;

Whereas, the only regulatory mechanism available to cities and towns is through the local zoning code as cities and towns are not authorized to license businesses or permit other activities without specific General Assembly authority; and

Whereas, local zoning codes do not provide adequate means to regulate short-term rentals to protect the interests of local residents and the community;

Whereas, some cities and towns have attempted to regulate short-term rentals through zoning and or a local licensing requirement; and

Whereas, short-term rentals are gaining in popularity in the Town of Tiverton and throughout the State of Rhode Island;

Whereas, the Town Council of the Town of Tiverton believes that further action by the General Assembly is necessary to allow for the regulation and licensing of short-term rentals in addition to municipal zoning ordinances.

NOW BE IT FURTHER RESOLVED, THAT THE TIVERTON TOWN COUNCIL HEREBY REQUESTS THAT:

1. Tiverton’s delegation to the Rhode Island General Assembly introduces and seeks immediate passage of the attached proposed legislation (Exhibit A) in the 2023 session of the General Assembly, and
2. The Town Clerk is requested to immediately submit a copy of this resolution to Tiverton’s state representative and senators, and
3. Tiverton’s delegation is respectfully requested to notify the town council president, town administrator, and town clerk of the dates of any hearing on the proposed legislation.

Introduced by: Councilor Michael Burk

ATTESTED: Read and passed by a vote of the Town Council at the Tiverton Town Council meeting of January 23, 2023.

/s/Joan B. Chabot
Joan B. Chabot, Clerk of the Council
EXHIBIT A

PROPOSED LEGISLATION

In addition to any authority granted to a municipality by R.I.G.L. 45-24-27 et seq., the municipality, by and through their city or town councils, is authorized to grant and issue licenses regulating the establishment and use of short-term rentals (STRs), as defined by R.I.G.L. 42-63.1-14(b). In granting such STR licenses, the municipality may establish rules and regulations which may include but are not limited to the following:

(1) Annual health and safety inspections inclusive of fire code, building, and health and safety regulations or statutes and approved sewage or wastewater services;

(2) Annual licensing fees not to exceed two-hundred dollars ($250) per bedroom as defined the Rhode Island state building code in the proposed STR facility;

(3) The name, address, and active phone number of a responsible individual or entity for emergency or other contacts;

(4) The provision of private adequate trash removal services and recycling for any STR facility that is not occupied by its owner;

(5) The provision of on-site parking;

(6) The limitation of use of the property for events or gathering that are inconsistent with the underlying zoning designation or local rules or ordinances.

A municipality may provide, by separate ordinance, a limit on the number of licenses issued under this statute within the municipality as a whole or within specific neighborhoods and/or zoning districts. In addition, the municipality may include in this separate ordinance a provision for fines for the failure of a licensee to comply with the licensing requirement, said fine not to exceed $500 per incident.
The city or town council shall not vote on the issuance of any license for an STR until the conclusion of a public hearing that has been advertised at least three (3) consecutive weeks in newspaper of general circulation and on the municipality’s website. The advertisement shall contain the name of the applicant, the address of the proposed STR, including the plat and lot number, the maximum occupancy of the proposed STR, and the current zone of the property.
Little Compton Republican Town Committee

Little Compton Town Council
40 Commons
Little Compton, RI 02837

February 6, 2023

To members of the Town Council

I would like to respectfully request on behalf of the Republican Town Committee the use of Veterans Fields for the annual Antique Car Show. We are proposing to hold the car show on Sunday June 11th with a rain date of June 25th. I have reached out to David MacGregor for approval of the field as well. I’m awaiting Dave’s response. If you have any questions please feel free to contact me.

Thanks

Mike W Rocha II, Chairman

Post Office Box 311  Little Compton Rhode Island 02837

www.LCRIGOP.org  Email:  info@LCRIGOP.org  Find Us on Facebook
Dear Carol and Patrick:

After 10+ years, I think it is time for me to reluctantly leave the Housing trust.

I have enjoyed my participation on the board and am glad to see that several meaningful issues are in better shape due to recent decisions and actions by the Trust and the Town Council.

My health makes me reluctant to attend the meetings so I am no longer attending them.

In addition, the Rhode Island Law which I believe is labeled as R.I. Gen. Laws § 45-53-1 which deals with the 10% issue for affordable housing needs to be challenged.

I would like to be able to address this issue and not be hampered in any public communications by my involvement with the Trust.

And so, I am tendering my resignation to the Little Compton Housing Trust.

Carol, please let me know if there is any more formal process you would like me to do to effect this.

Patrick, please let the other members of the Trust know about this decision.

In closing – I may be leaving the Trust but please know that I will continue to participate in town affairs!

Sincerely,

Bob Rottmann
Cape Cod

Osterville Cape Cod Dowses Beach Neighbors Fight Onshore Wind Megawatt Wind Projects
https://www.youtube.com/watch?v=n0_rEcs9PK4&t=3s&ab_channel=OstervilleVillageLibrary

Save Greater Dowses Beach Group, January 17th Meeting at the Osterville Village Library
Beach 30.jpg
Mayflower Wind Changes Name to SouthCoast Wind Energy LLC

Feb 1, 2023

https://southcoastwind.com/mayflower-wind-changes-name-to-southcoast-wind-energy-llc/

BOSTON and FALL RIVER, MA – February 1, 2023—SouthCoast Wind Energy LLC, a joint venture of Shell New Energies US LLC and Ocean Winds North America, is the new name for Mayflower Wind. This change better reflects the company’s commitment to the people, businesses and communities of the SouthCoast, all of whom will benefit from the growing offshore wind industry.

EMERGENCY MOTION OF MAYFLOWER WIND ENERGY Pursuant to 220 CMR 1.11(12), Mayflower Wind Energy LLC ("Mayflower Wind") hereby files this Emergency Motion in the above-referenced proceedings. On December 30, 2022, the Department issued separate Orders in DPU 20-16/17/18 and DPU 22-70/18/19 in which the Department approved Power Purchase Agreements ("PPAs") to which Mayflower Wind is a party. Mayflower Wind previously was granted limited participant status in both proceedings,

On December 23, 2002 filed an Answer in all of the above dockets, in which Mayflower Wind identified concerns related to the financeability of each of Mayflower Wind's generation projects. Mayflower Wind also noted the inter-relationship between the two proceedings, stating that the amendments proposed by Mayflower Wind were intended to enable the interconnection of a "single 1200 MW project" to Brayton Point.

Earlier today, Commonwealth Wind LLC filed a Notice of Appeal in DPU 22-70/71/72. That appeal, as well as each of the Department's underlying Orders, directly and materially impact Mayflower Wind.

Because Mayflower Wind's interests are not adequately represented by any other party to these proceedings, Mayflower Wind respectfully requests that (a) the Department grant Mayflower Wind full participant status in both proceedings, and (b) extend the 20-day period for filing an appeal of the Department's Orders in each of the above-referenced dockets for a period a five (5) Business Days after the Department issues an order or ruling in response to this Emergency Motion.
'Cannot be financed and built': Company behind big offshore wind energy appeals DPU approval
Mayflower-Commonwealth Wind

January 20, 2023
Colin A. Young, State House News Service
New England states propose coordinated transmission development to support wind power

January 30, 2023

New England states have taken a new step in building out regional transmission infrastructure.

In two proposals to the U.S. Department of Energy, Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont have requested federal support for projects to update and expand the region’s transmission system in preparation for an influx of clean energy resources.

As big, new projects like offshore wind farms get closer to launch in the region, the poles and wires that carry electricity where it needs to go need an upgrade. Doing that work in a coordinated, proactive way could minimize environmental and human impacts and save money — about $20 billion nationally, according to a report from The Brattle Group, a consulting firm, this month.

One of New England’s proposals, called the “Joint State Innovation Partnership for Offshore Wind,” outlines how the states would work with wind developers and transmission providers to develop new lines that support offshore wind.

Jared Chicoine, the commissioner of New Hampshire’s Department of Energy, said the proposal was an effort to take advantage of wind power, especially because of constraints on natural gas coming into New England.
"We're really looking at: what are other options out there to bring power into the region," he said. "What's driving this conversation is knowing the needs New England has for additional energy resources and then when it comes to transmission, how we get it to the grid."

Patrick Woodcock, the commissioner of Massachusetts' Department of Energy Resources, said the effort was especially important in the light of recent spikes in the price of fossil fuels.

"It is imperative that we transition to a regional electricity system that can support the delivery of both affordable and reliable clean energy to residents and businesses," he said.

The proposed approach is focused on developing more transmission for offshore wind in the near-term with current technology, while building toward a future system where offshore wind projects are connected to one another along the coast with offshore cables.

Building coordinated transmission offshore could allow projects to connect back to the grid in more strategic places, and reduce the upgrades needed on land. It could also reduce costs that ratepayers might need to shoulder, and be more reliable and resilient than a system where offshore wind developers independently plan how their projects connect with the transmission system, according to the proposal.

The second proposal, which came from Vermont with the support of other New England states, would have the federal government support a transmission line that would bring hydropower from Quebec to Vermont and the rest of the New England market.

The initiatives are part of a call for proposals from the federal energy department associated with the Bipartisan Infrastructure Law. The department is expected to award up to $2 billion to projects funded in this round of applications. Federal officials will invite some projects to submit full proposals by May.
TOWN OF FOSTER
RHODE ISLAND

RESOLUTION 2023-01

RESOLUTION OF THE FOSTER TOWN COUNCIL, URGING REJECTION OF CHANGES TO THE RHODE ISLAND ENABLING ACT AS PROPOSED BY THE RHODE ISLAND HOUSE OF REPRESENTATIVES LAND USE COMMISSION DATED NOVEMBER 10, 2022

WHEREAS, the Town of Foster is a home-rule community having a Town Council empowered by the State Constitution, the Town Charter and by R.I.G.L. 45-2-1 and 45-3-2 to manage its affairs and the interests of the Town; and

WHEREAS, the Rhode Island House of Representatives’ Land Use Commission, Housing Working Land Group by communication dated November 10, 2022 has recommended several alleged legislative “solutions” to address housing shortage and development issues on a statewide basis, (attached hereto as Exhibit A); and

WHEREAS, after due and careful review thereof the Town of Foster Town Council has determined to oppose the suggested “solutions” and legislative amendments as proposed by the Land Use Commission, Housing Working Group for, and

WHEREAS, the Town Council believes that the housing and development issues identified by the Land Use Commission can be best addressed and resolved by individual municipalities

NOW THEREFORE, be it RESOLVED as follows:
The Town Council urges The Honorable Speaker of the House and The Honorable General Assembly of the State of Rhode Island to reject the legislative amendments and suggested “solutions” recommended by the Land Use Commission, Housing Working Group as state in Exhibit A, and be it further

RESOLVED, that a copy of this Resolution be forwarded to each of the Town and City Councils of the other thirty-eight (38) municipalities of the State of Rhode Island urging their similar support of this Resolution; and be it further

RESOLVED, that a copy of this Resolution be forwarded to the following for their similar support and due consideration:

- The Honorable Daniel McKee, Governor, State of Rhode Island;
- The Honorable Joseph H. Shekarchi, Speaker of the House, State of Rhode Island;
- The Honorable Thomas Deller, Chairman, Land Use Commission;
- The Honorable Dominick Ruggiero, President, Rhode Island Senate;
- The Honorable Ernest Almonte, Executive Director, Rhode Island League of Cities and Towns;
- The Honorable State Senator Gordon Rogers;
- The Honorable State Representative Michael Chippendale;
- The Cities and Town Councils, State of Rhode Island.

Approved by vote the Foster Town Council on this 26th day of January 2023.

WHERETO the following bear witness:

Signed: Foster Town Council

Susan M. Dillon
Town Clerk

Denise L. DiFranco
President
I. Goal of the Housing Working Group: propose changes to the enabling legislation that will address the shortage of housing units statewide; create more tools to enable housing development; improve existing processes of development review

II. Enabling Legislation:
- Comprehensive Planning and Land Use Act RIGL 45-22.2
- Subdivision of Land RIGL 45-23
- Zoning Ordinances RIGL 45-24

III. Issues & Potential Solutions:

a. Issue: Restricting density by right diminishes the number of units that can be built and increases the cost per unit

   i. Solutions:
   1. Reform statewide minimum lot sizes — discussion around lot sizes standardized at the state level with different % or mix of lot sizes mandated for municipalities
   2. Amend ADU legislation for ease of use — strike the language that requires ADUs to be removed after family member leaves
      a. Need more information on what impacts ADUs have on resale, leasing, and appraisal regulations
      b. Need more clarity on how realtors define multifamily v. single family in sale process in relationship to ADUs
   3. Allow for ease of redevelopment of single family stock to two family or small multifamily by right
   4. Enable the ability to convert large residential buildings to smaller units where feasible regardless of zoning limitations
   5. Encourage/mandate in the urban and dense suburban areas zero lot line development, town house (row houses) development, other creative development tools that would increase density

b. Issue: Inability to develop multifamily housing throughout the state limits housing options in each municipality. Impacts aging residents ability to downsize, and skews development to large, luxury single family development

   i. Solutions:
   1. Establish/mandate areas throughout the state that allow multifamily development “by right”
      a. These requirements should vary for areas in an urban growth boundary and outside the boundary
   2. Enable/mandate mixed use multifamily development in commercial zones
   3. Enable/mandate mixed use/multifamily development along state highways or transit corridors
      a. These requirements should vary for areas in an urban growth boundary and outside the boundary
   4. Identify “transition zones” (areas between commercial/industrial and single family) statewide, where different types of housing development could be sized
   5. Enable/mandate zoning within village centers to allow for infill or redevelopment that matches the existing fabric (make the existing building type legal to build)
      a. These requirements should vary for areas in an urban growth boundary and outside the boundary
c. **Issue:** Short Term rental and student housing — Short term rental (Airbnb, VRBO, etc) has become a business and as a result, housing units are lost from the market. Additionally in college towns, student rentals, another form of short term rental, take housing out of the market.

   1. Solution:
      1. Enable communities to regulate short term rental
      2. Limit ADUs to long term rental. Ban the use of ADUs for short term rental
      3. Enable communities to regulate the conversion of housing to student housing

d. **Issue:** Excessive parking requirements add cost to residential development, impact storm water runoff, and diminish number of units that could be built in some cases

   1. Solutions:
      1. Identify areas where future residential development could benefit by reducing or removing parking requirements
      2. Establish metrics that allow for different parking requirements for different projects — varying into consideration string near transit, senior development, etc.
      3. Look to model language from other states


e. **Issue:** Drawn out development review process makes residential development more costly to build

   1. Solutions:
      1. Streamline approval processes for development, especially residential development
         a. Eliminate public hearing for development that conforms to zoning and is not seeking variances or waivers
         b. Minor subdivision approval by administrative officer
         c. Bring development plan review into the land development process
         d. Revise outdated legal standards that discourage any development or change (“least zoning relief possible”)
         e. Enable municipalities to transfer costs for third-party professional review and certification
         f. Standardize the ability to appoint local board alternates; make it easier to achieve quorums
         g. Standardize the definitions of zoning districts
         h. Make zoning ordinances easier to amend for more agile regulation
      2. Amend Unified Development Review to be a mandated part of land development review which would expedite all development
      3. Establish a committee like the State Building Board which would be responsible for updating the statewide land development regulations creating a universal template of development
      4. Address the variations of development review processes across the 39 municipalities
         a. Create a standard process with reasonable timelines and transparent expectations as was the intent in the 1992 law

f. **Issue:** Lack of incentives at the municipal level to encourage or accept growth

   1. Solutions:
      1. Seek greater allocation of state dollars for the Housing Incentives to Municipalities program, RI Infrastructure Bank
      2. Use state funding to incentivize development projects that incorporate affordable housing and act on climate goals
         a. Establish statewide technical assistance on IIJA/IRA opportunities for municipalities that could be access to assist in sustainable development
3. Increase support to municipal planning staff for communities who want to address housing shortage
   a. Build municipal technical assistance & support for developing growth plans, potentially through a regional planner or statewide assistance team
   b. Housing planning technical assistance could be overseen by the Department of Housing
      i. Funding – implications for state budget if regional technical assistance is administered by DOH
4. Address municipal funding formula for public schools
5. Incentives to create tie-ins for water and sewer or expansion/upgrades to existing water and sewer infrastructure
6. Create municipal tax benefits for communities making progress towards growth
7. Mandate that non-compliance with the 10% AH law is grounds for a use and/or special use permit

g. Issue: Lack of enforcement or accountability for planning and zoning boards and/or municipalities who perpetually deny development
   1. Solution:
      1. If municipalities do not meet expectations -- 10% AH or other housing benchmarks -- should the state step in similar to the school take over processes
         a. Instead of a 10% target, establishing a growth rate metric or target for residential growth in each municipality
            i. Department of Housing could set growth rates for municipalities with legislation that outlines how often rates should be reviewed and adjusted
      2. Create a “builders’ remedy” (Schuetz, P.8), a mechanism for developers to override local zoning to build housing under certain conditions
      3. Establish exclusionary test, if municipalities continue to use zoning and land use law to exclude certain types of development
         a. Example: If local ordinances restrict or limit ADUs, property owners attempting to build ADUs could apply for approval from the State Department of Housing or an entity such as a State Development Committee
      4. Establish consequences and monitoring mechanisms for municipalities that have not met the statutory 10% (ex. Utah’s Municipal Planning Requirements)
         a. Utah requires municipalities not meeting housing goals to create a housing plan that includes implementation of three approaches to growth out of a menu of 12
      5. Require developments that receive TSAIs to include affordable units within the development
      6. Amend the Fee-in-lieu regulations RIGL.45-24-46.1
         a. Inclusionary Zoning/Fee-in-lieu needs to be reviewed to not be detrimental to building and if payments are made, fund needs to be monitored to ensure payments are used towards affordable units
         b. Remove the Fee-in-lieu mandate completely - Fee-in-lieu does not work here because we are not growing at a rate that makes the payment acceptable

h. Issue: Development appeals process circles back to the same board which rejected the development proposal
   1. Solution:
      1. Establish a hearing officer process or Development Building Court responsible for hearing development appeals
2. Eliminate counterproductive demand mechanisms (decisions can either be upheld or modified on appeal)

i. Issue: The Comprehensive Plan is not used as a meaningful guide for housing development
   i. Solutions:
      1. Housing goals/growth benchmarks set by Department of Housing, incorporated into the State Guide Plan produced by Statewide Planning
         a. Outlines the framework that local community must incorporate into their Comprehensive Plans
      2. Comp Plans should establish meaningful action steps to achieve their housing growth rate goal
      3. Progress towards the growth rate benchmark should be monitored/action plans should be adjusted every X number of years (set by DOH or Statewide Planning)
      4. Increase capacity at the state level, either DOH or Statewide Planning for housing specific planning assistance and monitoring

j. Issue: There is a persistent conflict between state level desire for growth and municipal resistance to growth
   i. Solutions:
      1. Is there a tax reform to incentivize municipal growth — i.e. give municipalities a percentage of the tax increase associated with the growth in their community (income tax share)
         a. Share the wealth created by growth, establish a mutual benefit

k. Issue: Comprehensive Permit has not been an effective tool at expediting affordable housing development
   i. Solutions:
      1. Address procedural pain points (e.g., SHAB quorums)
      2. Create a predictable, concrete grounds for approving/denying an application

l. Issue: Urban Growth Boundary and sea level rise restrict where residential growth is feasible
   i. Solutions:
      1. Need better understanding of this problem to develop solutions
         a. What % of land within each municipality is currently zoned for residential development?
         b. What % of the developable land allows multifamily housing?
         c. As municipalities lose developed/developable land to sea level rise, how will they create equivalent unit capacity elsewhere? (And without significantly impacting forests/farms/open space.)
      2. Enable tools for development inland, specifically infill, redevelopment, and appropriately scaled density

m. Issue: To maintain a well-functioning housing market, the shortfall in labor and skill development of the residential construction sector needs to be addressed
   i. Solution:
      1. Dedicated investment in workforce programs targeted to the building trades and contractors
State of Rhode Island General Assembly

State of Rhode Island General Assembly
Land Use

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DEM ISSUES DRAFT WATER QUALITY RESTORATION STUDIES FOR TIVERTON AND LITTLE COMPTON WATERBODIES AND OPENS PUBLIC COMMENT PERIOD WITH WORKSHOP SET FOR JAN. 30

PROVIDENCE, RI – The Department of Environmental Management (DEM) is soliciting comments on studies detailing total maximum daily loads (TMDLs) developed for bacteria impairments of the Nonquit Pond tributaries in Tiverton and Little Compton – Borden Brook, Quaker Creek, and Tributary to Nonquit Pond – and will hold a virtual public workshop on Monday, Jan. 30. At the workshop, DEM representatives will describe the state’s water quality assessment process and TMDL development for the Nonquit Pond tributaries.

WHAT: Virtual public workshop to discuss Nonquit Pond tributaries TMDLs
WHEN: Monday, Jan. 30, 2023, 3 PM
WHERE: Zoom call (click here for link)
Meeting ID: 410 439 8151
Passcode: 494430
Find your local number: by clicking here

To join the public hearing using your phone for audio, click on “Join by Phone” and follow the information on the screen to dial in. All participants will be muted upon joining the meeting. Following a presentation on the results, DEM will take questions and comments via voice or chat. To make a comment during the hearing, participants should click the “Raise Hand” button on the screen or type into the chat, which will be monitored.

All interested parties are invited to submit comments on the draft TMDLs by Wednesday, March 1. Written comments can be submitted to Skip Viator (skip.viator@dem.ri.gov) or by mail to Skip Viator, DEM, Office of Water Resources, 235 Promenade Street, Providence, RI 02908. Draft documents can be found on our website.

DEM’s Office of Water Resources assesses the quality of the state’s surface waters by comparing available monitoring data against the state’s established water quality criteria to determine whether the waters are suitable for such uses as swimming, fish/shellfish consumption, and aquatic life. As part of the process, DEM identifies surface waters that do not meet water quality criteria for which a water quality restoration study, known as a TMDL, is required in accordance with the federal Clean Water Act. The tributaries to Nonquit
Pond were determined to be impaired for bacteria, and a TMDL to bring the waters back into compliance with water quality criteria was developed under Rhode Island’s statewide bacteria core document.

For more information about DEM divisions and programs, visit www.dem.ri.gov or follow us on Facebook, Twitter (@RhodeIslandDEM), or Instagram (@rhodeisland.dem) for timely updates.