Date posted: APRIL 4, 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 – Wilbur McMahon School
Little Compton, RI

MEETING OF APRIL 6, 2023

Live streaming at
https://www.youtube.com/channel/UCNoKeQBPq133aEtqzOXHO9g

AGENDA

7:00 P.M.

Salute to the Flag

Announcements:

2. Express appreciation to Richard Humphrey for many years of service as Town Solicitor.

Approval of Minutes – March 22, 2023
March 23, 2023
March 30, 2023

Department Head Reports:

1. Town Clerk – March 2023 monthly report
2. Tax Assessor – March 2023 monthly report
4. Fire Department – March 2023 monthly report
5. Town Administrator – March 2023 monthly report

Old Business:

1. Consider possible designs for town parking lot.
2. Consider Memorandum of Understanding from RIPTA to purchase a town van.
New Business:

1. Consider proposal to change the date of the 2023 Financial Town Meeting from 7PM on Tuesday, May 16, 2023 to 7PM on Wednesday, May 24, 2023.
2. Consider adoption of a resolution opposing construction and operation of such offshore wind energy facilities as those currently proposed.
3. Letter of request from John A. Almeida, 451 West Main Road for tax penalty relief.
4. Recommendation from Larry Anderson that the Town Council consider scheduling a Special Town Meeting, on the same evening as the annual Financial Town Meeting, for the purpose of authorizing the Town solar project and appropriating necessary funding.
   a. Correspondence from James Locke with analysis relevant to the above recommendation.
5. Consider possible recommendation for farm labor housing from Planning Board.

Board of License Commissioners:

1. Request from the LC Game Club for a Class F-1 one day Retail Beverage License for a surf & turf dinner to be held on April 22, 2023 at the John Dyer Road facility.
2. CLASS BV:
   a. Dionysus Acquisition, LLC dba Carolyn’s Sakonnet Vineyard, 53 Winery Road.

Communications:

1. Updated senior van weekly schedule.
2. Draft resolution opposing Senate Bill S-0434 (Inspection of Motor Vehicles).

Consent:

1. Letter of support for Community Center grant application to the Rhode Island State Council on the Arts.
2. Copy of electronic communication sent to the town from Frank Haggerty regarding articles and comments on the Mayflower Wind project proposed offshore on Cape Cod.
3. Copy of resolution from Burrillville Town Council opposition to Rhode Island 2023 Gun Control legislation.
4. Copy of a resolution from Woonsocket Town Council support of House Bill 5160 & Senate Bill 0175, Regarding Payday Lending reform.

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.
Minutes of a Town Council meeting held on March 22, 2023 at 4:00 o’clock PM held in in-person format at the Public Safety Complex, 60 Simmons Road, Little Compton, RI. Members present: Paul J. Golembeske, Andrew Iriarte-Moore, Patrick McHugh and Gary Mataronas, and Robert L. Mushen.

Council President Mushen called the meeting to order at 4:11pm pursuing discussion of the councils approach to the second round of interviews for the three candidates for Town Solicitor. Discussion ensued in regards to financials of stipend vs hourly for breakdown of coverage.

At 4:32pm the Council interviewed the 1st applicant, Richard S. Humphrey of The Law Offices of Richard S. Humphrey.
At 5:03pm the Counsel interviewed the 2nd applicants. Stephen J. Sypole and Per C. Vaage of Gidley, Sarli & Marusak, LLP of Providence, RI.
At 5:37pm the Council interviewed the 3rd applicants, Anthony DeSisto, Stephen J. Antonucci, and Benjamin Ferreira of East Providence, RI.

Roger Lord commented that Richard S. Humphrey has vast knowledge of the town, lives in town, and has irreplaceable understanding of its workings.

**Motion made by Councilor Iriarte-Moore, receiving a second by Councilor McHugh, all in favor (Iriarte-Moore, Mataronas, McHugh, Mushen) opposed (Golembeske):** To enter negotiations for terms of employment including financials with Anthony DeSisto Law Associates, LLC for employment as Town Solicitor.

With no further business before the Council, the meeting was adjourned at 6:42PM

Heather J. Cook, Deputy Town Clerk

At 6:15 p.m. the Council interviewed two applicants to fill a vacant unexpired term on the Little Compton Housing Trust, Lucie DuHamel and Myles Arkins. Lucie DuHamel withdrew her application in deference to the other applicant, Myles Arkins.

**Motion made by Councilor Mataronas, receiving a seconded by Councilor McHugh, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen):** To appoint Myles Arkins to the fill an unexpired term on the Little Compton Housing Trust with a term expiring January 24, 2024.

After taking a brief recess the Council President called the meeting to order at 7:00PM with the Pledge to the flag.

A moment of silence was observed in memory of Marion Morrison, wife of the Town Moderator, Scott Morrison.

**Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen):** To approve the minutes of the February 27, 2023 and March 9, 2023 Council minutes as written.

Representatives of the RI Dept. of Transportation presented their actions to date as well as the need for input from the community and what to expect during the final design process regarding the Commons Reconstruction Project. Topics included water mitigation, fiscal responsibilities of Staté and Town, sensitivities to windows of opportunity to enact construction with regard to minimizing the disruption to our citizens. Discussion ensued to address concerns of citizens present and the DOT will proceed with the project with the understanding that the DOT will return to the Town Council at a future date to insure keeping the Council and citizens informed.

Councillor Mushen stated continuation from the February 9, 2023 meeting of the draft amendment to the dog ordinance will be for reviewed and considered, not an approval session. Councillor Golembeske gave a synopsis of the draft amendment to the dog ordinance. Chief Raynes clarified key points within the draft amendment dog ordinance asked of Councilors. Sheila Mackintosh, of Wordell Lane asked about fees for neutered or spayed dogs. James Odell, of Sakonnet Trail commented that he has discussed at length with the Police Chief in the past and thanked the Chief for his efforts on this matter. Mr. Odell stated that discussion had was not for a leash law, this is not to affect all animals in town, just those that are problem animals. Andrew Rhyne, of Pachet Brook Road provided the Council with a written statement of comments. Mr. Rhyne stated that he and his wife have been bitten by a dog in his neighborhood. They are constantly harassed by dogs in his area. Mr. Rhyne suggested that homeowners need to be held accountable through insurance coverage requirements, training and a fence of some sort.

This matter will come before the council at a later date for further discussion.
Motion made by Councilor Iriarte-Moore, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To refer the single bid received of $9,700.00 from Shapiro Carpentry for reconstruction of the wellhead located at Town Landing to the Town Administrator for determination of budgeted costs and scope of the project.

Jim Lock presented an update on the potential for Solar Panels to be installed on the roof of the school and the financial as well as energy use benefits to the Town. Concern was expressed by the Council as to where the initial capital outlay would come from, understanding that rebates and grants would greatly reduce the final cost to the Town. Tony Teixeira, Town Administrator is looking into grant funding for capital improvements, which would include this project.

Motion made by Councilor McHugh, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): For the Council President, on behalf of the Council, to send a letter to the RI State Council on the Arts in support of the Little Compton Community Center’s application for a grant that would support the Summer Concert Series.

Motion made by Councilor McHugh, receiving a second by Councilor Golembeske, To support the recognition of the Armenian National Committee of Rhode Island commemorating the Armenian Genocide on April 24, 2023.

Councilor McHugh withdrew his motion.

Councilor Iriarte-Moore commented that the motion to issue a proclamation is not the request. Councilor Golembeske clarified the request states, if you can. Councilor Mushen commented that this is how the Town honored them last year as well.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To issue a proclamation of support to the Armenian National Committee of Rhode Island commemorating the Armenian Genocide on April 24, 2023.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To defer to the Town Administrator and Police Chief the identification of any impeded routes for the annual Cycle For Life Bicycle Ride for 2023 by the Cystic Fibrosis Foundation.

Motion made by Councilor Iriarte-Moore, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To charge the Council Members with reviewing the draft of the Rhode Island Resource Recovery Corporation, Solid Waste and Recycling Services Agreement reporting any concerns to the Town Administrator.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To engage a Municipal Finances Consultant as requested by the Town Administrator.
Donald Medeiros, Able Engineering commented his scope would be to analyze existing drainage issues, prepare a design to control erosion, mitigate storm water, and comport with goals of the Municipal Resiliency Grant, resulting in preparing a RFP. Councilor McHugh asked what will fund the $8,975.00 for the project. The Town Administrator confirmed the funding source to be from the grant and clarified that Don Medeiros will prepare the scope of work, not the RFP.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To produce a draft RFP for work on Town Way under the Municipal Resiliency Program.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of the resolution adopted by the Tiverton Town Council in support of Housing & Development Land Use. Also requesting that the Planning Board and LC Housing Trust have this for their recommendations if a similar resolution would be appropriate for Little Compton.

Motion made by Councilor Iriarte-Moore, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of a resolution adopted by the Town of Warren to the RI General Assembly of amendments to their Home Rule Charter.

Motion made by Councilor Iriarte-Moore, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of a resolution by the Warren Town Council in support of Housing Development & Land Use.

Motion made by Councilor Iriarte-Moore, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of a resolution by the Warren Town Council to the Honorable RI General Assembly requesting an amendment to P.L. 1991, Chapter 330 the enabling act creating the Bristol-Warren Regional School District.

Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-Moore, all in favor (Golembeske, Iriarte-Moore, Mataronas, Mushen) opposed (McHugh): The Council to craft a resolution in support of the resolution made by the Warren Town Council in support of the Rhode Island League of Cities and Towns 2023 Legislative Priorities.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of a resolution from the Town of Warren in support of enabling legislation authorizing tax amnesty periods for municipalities (H5602-Slater).
Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of the resolution from the Burrillville Town Council’s commitment to Environmental, Social and Governance Investing be placed on file.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of a resolution from Hopkinton Town Council in support of H-6119, an act relating to Human Services-Medical Assistance.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): That the bills be allowed and ordered paid as follows: $30,188.13

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<th>Amount</th>
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23-Mar-23 total $30,188.13

Having no further business before the Council, the meeting was adjourned at 8:43PM.

Heather J. Cook, Deputy Town Clerk
Minutes of a Town Council meeting held on March 30, 2023 at 4:00 o’clock PM held in
person format at the Public Safety Complex, 60 Simmons Road, Little Compton, RI. Members
present: Andrew Iriarte-Moore, Gary Mataronas, and Robert L. Mushen. Also present: Town
Administrator, Tony Teixeira, Anthony DeSisto and Stephen Antonucci.

Council President Mushen call the meeting to order at 4:03PM

Discussion ensued concerning term of employment including specific tasking under the monthly
stipend and under hourly fee.

Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-
Moore, all in favor (Iriarte-Moore, Mataronas, Mushen): To engage Anthony DeSisto Law as
Town Solicitor.

Anthony DeSisto and Councilor Mushen executed terms of agreement document.

With no further business before the Council, the meeting was adjourned at 5:10PM

________________________________________
Heather J. Cook, Deputy 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: Heather J. Cook, Deputy Town Clerk

Date: April 3, 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 326 issued
Recording land evidence 57 instruments recorded
Dog licenses – 3
Vital records certified copies issued – 9
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
- Attend weekly Town Hall renovation meetings
- Attended RI Board of Election training
April 3, 2023

To: Town Administrator
Antonio A. Teixeira

From: Denise M. Cosgrove, RICA
Tax Assessor

Re: DEPARTMENT HEAD REPORT

The month of March:

- Sent CAI Technologies the 2022 Planning Board approved plan changes to update G.I.S. and our Plat Map books while continuing to review current records for accuracy.
- More responses to Division of Municipal Finance in reference to pending legislation concerning the fiscal impact relative to our community.
- Requested records destruction approval and retention for the office.
- Received approval to destroy many boxes of old obsolete documents from the Secretary of State’s Office.
- Boxed items to transport to storage for temporary displacement of the office.
- Reviewed pertinent reports relative to assessment changes, adjusting if needed in order to finalize the values necessary for the budget.
- Completed the annual filing for Low income and Elderly and tangible personal property.
- Maintain general office procedures updating deeds and property records while addressing requests and concerns as they arise.

Respectfully submitted,

Denise M. Cosgrove, RICA
Tax Assessor
Building Dept. Monthly Report

February 2023

• Getting up to speed with Viewpoint, Vision, Axis GIS
  o Bringing Viewpoint up to date with active open permits.
  o Working with Assessors Office on open active permits.

• Developing action plans for Zoning reviews & Building Inspections.
  o Developing guide/checklist for Residents applying for Permits.

• Participated in webinar training with Viewpoint.
• Attended RIBOA training @New England Tech.
• Attended RI League of Cities and Towns Conference & Workshops

• March 2023 Metrics
  o 61 Permits issued
  o 63 Inspections logged
  o $18,934.00 Revenue collected.
Little Compton Fire Department

March Report

2023
Incidents By Time And Day

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<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>12 AM</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>1 PM</td>
<td>1</td>
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<td>1</td>
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<td>5</td>
</tr>
<tr>
<td>2 PM</td>
<td>1</td>
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<td>1</td>
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<tr>
<td>3 PM</td>
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<tr>
<td>4 PM</td>
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</tr>
<tr>
<td>5 PM</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td></td>
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<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>6 PM</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>7 PM</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>8 PM</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>9 PM</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>10 PM</td>
<td></td>
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</tr>
<tr>
<td>11 PM</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

**TOTALS** 9 6 10 6 7 6 7 51

**GRAND TOTAL: 51**

NFPA Part III: Fire And Incident Type Breakdown

**A. Structure Fires By Fixed Property Use**

<table>
<thead>
<tr>
<th>Type of Fire</th>
<th>Number</th>
<th>Deaths</th>
<th>Injury</th>
<th>Dollar Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Private Dwellings (1 or 2 Family)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2. Apartments (3 or more Families)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3. Hotels and Motels</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4. All Other Residential</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5. TOTAL RESIDENTIAL FIRES</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6. Public Assembly</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7. Schools and Colleges</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8. Health Care and Penal Institutions</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9. Stores and Offices</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10. Industry, Utility, Defense, Laboratories</td>
<td>0</td>
<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>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2200</td>
</tr>
<tr>
<td>13. TOTAL STRUCTURE FIRES</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2200</td>
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</table>

**B. Other Fires And Incidents**

<table>
<thead>
<tr>
<th>Type of Fire</th>
<th>Number</th>
<th>Deaths</th>
<th>Injury</th>
<th>Dollar Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>14a. Fires in Highway Vehicles</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14b. Fires in Other Vehicles</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>15. Fires Outside of Structures With Value Involved</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>16. Fires Outside of Structures With No Value Involved</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17. Fires in Rubbish</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>18. All Other Fires</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>19. TOTALS FOR ALL FIRES</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2200</td>
</tr>
</tbody>
</table>

20. Rescue, Emergency Medical Responses | 30 | 0 | 0 | 0 |
21. False Alarm Responses | 5 | 0 | 0 | 0 |
<table>
<thead>
<tr>
<th>Incident Type Category</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>[100-199] Fire/Explosion</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>[200-299] Overpressure Rupture</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[300-399] Rescue Call</td>
<td>31</td>
<td>60.8</td>
</tr>
<tr>
<td>[400-499] Hazardous Condition</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[500-599] Service Call</td>
<td>14</td>
<td>27.5</td>
</tr>
<tr>
<td>[600-699] Good Intent Call</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[700-799] False Call</td>
<td>5</td>
<td>9.8</td>
</tr>
<tr>
<td>[800-899] Severe Weather/Natural Disaster</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[900-999] Special Type/Complaint</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>Undetermined</td>
<td>0</td>
<td>0.0</td>
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<tr>
<td>TOTAL</td>
<td>51</td>
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</table>

Fixed Property Type Category Breakdown

<table>
<thead>
<tr>
<th>Fixed Property Type Category</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>[100-199] Public Assembly Properties</td>
<td>3</td>
<td>5.9</td>
</tr>
<tr>
<td>[200-299] Educational Properties</td>
<td>2</td>
<td>3.9</td>
</tr>
<tr>
<td>[300-399] Institutional Properties</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[400-499] Residential Properties</td>
<td>40</td>
<td>78.4</td>
</tr>
<tr>
<td>[500-599] Mercantile Properties</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>[600-699] Utilities/Technology/Farming/Mining</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[700-799] Manufacturing Properties</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[800-899] Storage Properties</td>
<td>5</td>
<td>9.8</td>
</tr>
<tr>
<td>[900-999] Special Properties</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>None</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>Undetermined</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>51</td>
<td>100.0</td>
</tr>
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</table>

Personnel Breakdown

<table>
<thead>
<tr>
<th>Name</th>
<th>Pers.</th>
<th>Form</th>
<th>Time Sheet</th>
<th>Reporting</th>
<th>Approving</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>0</td>
<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>9</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Firefighter Jonathan J Bednarz</td>
<td>0</td>
<td>0</td>
<td>8</td>
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</table>
## Apparatus Breakdown

<table>
<thead>
<tr>
<th>Apparatus</th>
<th>Responses</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Chief's Car</td>
<td>4</td>
<td>4.7</td>
</tr>
<tr>
<td>Fire Prevention Car</td>
<td>8</td>
<td>9.3</td>
</tr>
<tr>
<td>Engine 2</td>
<td>16</td>
<td>18.6</td>
</tr>
<tr>
<td>Forestry Truck</td>
<td>1</td>
<td>1.2</td>
</tr>
<tr>
<td>Personal Vehicle</td>
<td>1</td>
<td>1.2</td>
</tr>
<tr>
<td>Rescue 2</td>
<td>37</td>
<td>43.0</td>
</tr>
<tr>
<td>Squad</td>
<td>3</td>
<td>3.5</td>
</tr>
<tr>
<td>Tanker 1</td>
<td>7</td>
<td>8.1</td>
</tr>
<tr>
<td>TIVERTON ENGINE</td>
<td>3</td>
<td>3.5</td>
</tr>
<tr>
<td>TIVERTON RESCUE 1</td>
<td>6</td>
<td>7.0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>86</strong></td>
<td><strong>100.0</strong></td>
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</tbody>
</table>

## Incident Type

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building fire</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>Emergency medical service incident, other</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>EMS call, excluding vehicle accident with injury</td>
<td>26</td>
<td>51.0</td>
</tr>
<tr>
<td>Motor vehicle accident with injuries</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>Motor vehicle accident with no injuries.</td>
<td>3</td>
<td>5.9</td>
</tr>
<tr>
<td>Service Call, other</td>
<td>8</td>
<td>15.7</td>
</tr>
<tr>
<td>Public service assistance, other</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>Assist police or other governmental agency</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>Public service</td>
<td>4</td>
<td>7.8</td>
</tr>
<tr>
<td>Alarm system sounded due to malfunction</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>Unintentional transmission of alarm, other</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>Alarm system activation, no fire - unintentional</td>
<td>2</td>
<td>3.9</td>
</tr>
<tr>
<td>Carbon monoxide detector activation, no CO</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>51</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>

## Aid Given or Received

<table>
<thead>
<tr>
<th>Aid Given or Received</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mutual aid received</td>
<td>4</td>
<td>7.8</td>
</tr>
<tr>
<td>Mutual aid given</td>
<td>2</td>
<td>3.9</td>
</tr>
<tr>
<td>None</td>
<td>45</td>
<td>88.2</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>51</strong></td>
<td><strong>100.0</strong></td>
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</tbody>
</table>

## Apparatus Use

<table>
<thead>
<tr>
<th>Apparatus Use</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>23</td>
<td>26.7</td>
</tr>
<tr>
<td>Suppression</td>
<td>20</td>
<td>23.3</td>
</tr>
<tr>
<td>For Distriicts:</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>For Situations:</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>For Jurisdictions:</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>For Street(s):</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>For Location:</td>
<td>All</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMS</th>
<th>43</th>
<th>50.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>86</td>
<td>100.0</td>
</tr>
</tbody>
</table>
To: Honorable Town Council

From: Antonio A. Teixeira
      Town Administrator

Date: April 6, 2023

Subject: March monthly report

**Town Hall Restoration** – Weekly meetings continue to be held with the Damon Company to discuss current and future construction plans. Madden Electric and Helgers Brothers have cut the road, installed conduits and run the necessary wiring for RI Energy to connect the electric. Madden Electric continues electric work in the Town Council Chambers and the vestibule. Installation of windows has been done in about 90% of the complex, except for the connector. The Town Council platform has been sanded and stained. The railings are being worked on.

**Senior Van** – I had the opportunity to visit RIPTA’s office to discuss our partnership for the new van. There is an Agenda item for the MOU for the purchase of the van.

**Local Solar** – Mr. Bill Ferguson, the solar consultant did review the three proposals and made some observations that I provided at the last meeting to the Town Council. He did concur with much of the work done by Mr. Jim Lock. He also agrees that Newport Renewables is the best option.

**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 distributed to the Budget Committee for their review and recommendation for the Town Finance meeting to be held May 24, 2023.

**Parking Lot** – A meeting was held to revisit the plans for the parking lot that is to be constructed by the basketball court. There is an agenda item dedicated to the project.

**DPW Building** – I have asked Director Bill Moore and Foreman Kurtis Keohane to meet with Architect Melissa Hutchinson to develop a footprint of the building.
To: Honorable Town Council

From: Antonio A. Teixeira
Town Administrator

Date: April 6, 2023

Subject: Parking Lot

Attached are three possible designs from Civil Engineering Concepts, Inc for your review and input:

1) The current DPW garage remains as is and entrance to the parking lot will go between the Grange and Community Center.

2) Remove the small attachment of the DPW garage to create one-way exit/entrance – in between Grange and Community and exit between DPW garage and Grange.

3) Remove the current DPW garage to add 14 parking spots and two-way traffic.

Mr. Bill Smith will be in attendance to explain further any questions related to the project.

Funding is coming from the Town Bond. We are working with the School Department to capture some funding from Housing Aid – RI Department of Education.
Town of Little Compton
Town Hall
P.O. Box 226
Little Compton, RI 02837

To: Honorable Town Council
From: Antonio A. Teixeira
       Town Administrator
Date: April 6, 2023

Subject: RIPTA van purchase

Rhode Island Public Transit Authority (RIPTA) has sent us a Memorandum of Understanding (MOU) for our review and approval to go forward with the purchase of the van.

The agreement calls for eighty (80%) paid by RIPTA from federal funding and the Town of Little Compton contributes twenty (20%).

The attached MOU details the full agreement.

I ask the Town Council authorization to sign the MOU on behalf of the Town of Little Compton.

Thank you!
MEMORANDUM OF UNDERSTANDING
COMMUNITY VAN PROGRAM

This Memorandum of Understanding ("MOU") is entered into by the Rhode Island Public Transit Authority ("RIPTA") and Little Compton ("Municipality"). RIPTA and Municipality may be referred to collectively as the ("Parties").

RECITALS

WHEREAS, RIPTA has access to Federal Transit Administration ("FTA") Section 5311 formula funding for vans that will provide rural transportation.

WHEREAS, the Municipality is in need of a van to meet the transportation needs of its residents.

WHEREAS, the Municipality seeks to obtain a van from RIPTA that the Municipality will use, maintain and operate to provide transportation for its residents.

NOW, THEREFORE, in consideration of the promises in this MOU, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION ONE – PROVISIONS

Recitals. The Recitals above are true and correct and made part of this MOU for all purposes.

Incorporation by Reference. All of the terms and conditions described in FTA's Master Agreement, are expressly incorporated by reference into this MOU and made a part hereof.

Term. The term of this MOU shall commence on the date of execution and shall continue through until the ownership of the van has transferred from RIPTA to the Municipality.

Entire Agreement. This MOU represents the entire agreement between the Parties with respect to its subject matter.

Modification. This MOU may only be modified in writing signed by both parties.
Waiver of Breach. The failure of either Party to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach under this MOU shall not be deemed a waiver of any subsequent breach.

Governing Law, Venue and Waiver of Jury Trial. This MOU shall be interpreted and construed in accordance with, and governed by, the laws of the State of Rhode Island.

Joint Preparation. This MOU has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

Severability. In the event any part of this MOU is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.

Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

Indemnification. The Municipality agrees to indemnify and hold harmless RIPTA and the FTA against any liens, judgments, awards, demands, claims for personal injuries or property damages, or damages of any nature relating to or arising from the Municipality's possession, maintenance, use and/or operation of the van, including but not limited to all amounts comprised of direct damages, indirect damages, consequential damages, catastrophic damages, punitive damages, interest, costs and/or attorneys' fees.

SECTION TWO - PERFORMANCE

Purchase. RIPTA will purchase the type of van sought by the Municipality. At the time of purchase, the Municipality will provide twenty percent (20%) of the purchase price to RIPTA. RIPTA will furnish eighty percent (80%) of the purchase price through the use of FTA funds.

Possession. RIPTA will transfer possession of the van to the Municipality. RIPTA will retain ownership of the van during the Lien Period.

Lien Period. RIPTA will place and retain a lien on the van for a period of five years from the date Possession is transferred from RIPTA to the Municipality. This five-year period encompasses the van's useful life defined by the FTA. During the Lien Period RIPTA will hold possession of the title.
Transfer. At the expiration of the Lien Period RIPTA will remove the lien and transfer ownership of the van to the Municipality.

Maximum Use. The Municipality agrees to maximize its use of the van at all times to provide transportation that meets the transportation needs of its residents and supports transportation needs promoted by other federal projects or public transportation initiatives.

Failure to Perform. If at any time the Municipality fails to perform the terms and conditions of this MOU, or otherwise engages in conduct so as to breach the terms and conditions of this MOU, RIPTA shall have the right to reclaim possession of the van, with the Municipality forfeiting any right to claim reimbursement of the amount paid to purchase the van.

SECTION THREE – REQUIREMENTS

Insurance. Municipality shall secure and maintain commercial comprehensive general liability insurance, with limits of $3,000,000.00 per occurrence and $5,000,000.00 aggregate for the duration of the term of the MOU. Municipality must name RIPTA as an additional insured on the policy.

Proof of Insurance. Municipality shall furnish proof of insurance to RIPTA, which is appended hereto as “Exhibit A”. Municipality shall also seasonably supplement proof of insurance, upon expiration and renewal of any policies.

Maintenance. The Municipality shall be solely responsible for all timely and proper maintenance and repairs to the van that meets or exceeds manufacturer requirements and for compliance with all warranty requirements.

Records. The Municipality shall keep accurate records pertaining to the van’s operation, use, maintenance and/or repair.

Inspection. At any time, upon reasonable notice to the Municipality, RIPTA shall be authorized and entitled to inspect the condition of the van and to review all Records maintained by the Municipality in accordance with this MOU.

SIGNATURES ON NEXT PAGE
RHODE ISLAND PUBLIC TRANSIT AUTHORITY

By: ________________________________  Date: ________________
    Scott Avedisian, Chief Executive Officer

Approved as to form and substance:

By: ________________________________  Date: ________________
    Steven A. Colantuono, Chief Legal Counsel

MUNICIPALITY

By: ________________________________  Date: ________________

Printed Name: _______________________

Title: ________________________________
Hi Tony:

I reviewed the agreement, and it can be submitted to the Town Council in its current form. I do, however, have a few comments on the MOU:

1. Page 2, the section entitled “Governing Law, Venue and Waiver of Jury Trial” only addresses the law governing the MOU. Venue and waiver of jury trial are not mentioned in the section. This is to the Town’s advantage, so I don’t recommend a revision (despite the omission).

2. On page 3, the “insurance” section requires the a 3 million/5 million liability policy. I assume Little Compton’s Trust policy has a 5 million limit, and I don’t doubt that the Trust will add RIPTA as an additional insured for this vehicle only. Submitting the MOU to the Trust is always a good idea especially with a requirement like this one in the document.

Please let me know if you have any other questions regarding this document. Also, sending these types of documents to me by email is fine. It’s the best way to get a prompt turn-around time on review.

Tony

On Apr 3, 2023, at 2:07 PM, Tony Teixeira <tteixeira@littlecomptonri.org> wrote:

Afternoon Tony,

We are partnering with RIPTA in the purchase of a Van for Senior transportation and as you will see in the MOU.

Could you please review and let me know if there are any concerns? I would like to submit it for the upcoming Town Council Meeting.

The deadline for the agenda is tomorrow/Tuesday morning.

I will also submit it to the Trust for insurance purpose.

Please let me know if this process of submission of documents to you is fine or prefer something different.
DRAFT 2

A Resolution in Opposition to Offshore Wind Turbines Sited Off Little Compton

WHEREAS, the Little Compton Town Council supports the development of clean, renewable energy, including solar power, waste to energy, and geothermal; and

WHEREAS, the Town Council recognizes the need for renewable energy infrastructure, including wind power, and has demonstrated support for clean energy through the implementation of initiatives including the installation of solar panels on municipal buildings; and

WHEREAS, the Town Council has the duty to protect and promote the physical, economic, mental, and emotional well-being of town residents, and to protect and promote the livelihoods of those who work on and off our shores; and

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is considering applications from private energy companies to construct offshore wind facilities in a vital marine habitat beginning 12.9 miles off the coast of Little Compton which will include over 100 wind turbines, each nearly 900 feet tall, constructed on 30-40 foot diameter piles driven deep into the seabed; and

WHEREAS, the construction and operation of the offshore wind facilities will hinder marine navigation, disturb fish stocks and fishermen, marine environments and habitats, pelagics, groundfish, shellfish, and marine mammals, commercial and recreational boaters, and the myriad values provided by the ocean; and

WHEREAS, the Town Council believes that the construction and operation of the proposed wind facilities represent a significant threat to the welfare and livelihoods of the citizens, property owners, and visitors of Little Compton;

NOW, THEREFORE, BE IT RESOLVED, that the Town Council is opposed to the construction and operation of offshore wind facilities (including the projects surrounding Coxes Ledge, "Revolution Wind," "SouthCoast Wind," "South Fork Wind," and "Sunrise Wind") in the proposed location, a vital marine habitat near the coast of Little Compton.

BE IT FURTHER RESOLVED, that a copy of the Resolution shall be sent to the Governor of Rhode Island and to our Congressional Representatives.
Little Compton Town Tax board,

To whom it may concern, as a result of trying to stay afloat and pay bills, something had to be paid off till I was able to save. Unfortunately paying my property taxes suffered.

Years of paying off things like labor agencies for my woodworking business, IRS was understanding and took 15% of my SS which was like $500 per month, at the time 2011.

2014 Farm Acres funeral services, after a few years, settled and I was able to pay them.

Somewhere 2015 or so Home Depot took legal action and at $300 a month I was able to pay them off in a few years.

2013 I turned 65 and qualified for pension from VA. This made it possible to pay more bills off. However as we all know, when you pay one thing, another pops up. With maintaining the house and vehicular insurances, (Thank God and the VA, my medical things needs were cared for).

I did get a couple of good jobs in the past 5 or 6 years building kitchens for my brother and one in RI. and this really helped get above water. At this time I could pay my taxes 13,000.00 or so, most of that 7k is penalties.
I ask you at this time, if you could somehow lessen the penalty number somewhat I will pay and make my tax bill current.

Forgot to mention, Thanks to fuel assistance, which helped in many ways, and hardship tax relief program. And most certainly the V.A. veteran care.

It hasn’t been easy after my wife Nancy’s Post in 2010 and whatever you save me on taxes, I hope to honor her life with a proper head stone

'Praying for Your Consideration,

John C. Albuquerque
3/6/2023
March 31, 2023

Little Compton Town Council
40 Commons
Little Compton, RI 02837

RE: Draft warrant article for proposed May 16, 2023 Special Town Meeting regarding installation of solar photovoltaic systems on Town-owned buildings

Dear Council Members:

I could not attend the March 23, 2023 meeting of the Town Council, which included, under Old Business Item #4, a discussion of a proposal to install photovoltaic solar systems on various Town-owned buildings, including the Wilbur-McMahon School, the Town Hall, and the Public Safety Complex.

It appears that rapid progress has been made on this proposed project. A vendor has been selected to manage installation of the photovoltaic equipment. An independent consultant has provided a report on the project’s technical and financial feasibility. However, it occurs to me that some or all of the elements of the proposal, including appropriation of needed funds, as well as possible legal arrangements that may involve uses of or contractual agreements for the use of town-owned property as provided in Home Rule Charter Section 103, may require approval by voters at a Financial Town Meeting. To my knowledge, the proposed warrant for the May 16, 2023 Annual Financial Town Meeting does not include an article specifically authorizing the proposed project and/or appropriating funds to implement it, in whatever form or scale the project may take.

I respectfully suggest that the Town Council consider scheduling a Special Town Meeting to take place on the same May 16, 2023 evening as the annual Financial Meeting, for the sole purpose of acting on a warrant article that would 1) authorize the Town Council and/or the School Department to implement the photovoltaic solar project, specifically on the Wilbur-
McMahon School; and 2) appropriate the necessary funds and identify the funding sources available to pay for the project.

**Authorization to call a Special Town Meeting:**

I have appended the provisions of the Home Rule Charter and Rhode Island General Laws that authorize the Town Council to call Special Town Meetings on relatively short notice. Section 302 of the Home Rule Charter ("Recessed and Special Town Meetings") and Rhode Island General Laws Section 45-3-6. ("Call of meeting on request of electors") specifically authorize the Town Council to call a Special Town Meeting. Rhode Island General Laws Section 45-3-8. ("Clerk's warrant giving notice") provides that the Town Clerk shall post a warrant and notice of a Special Town Meeting "at least seven (7) days before the day appointed for the meeting." To the best of my recollection, the Town has from time to time called such Special Town Meetings to coincide with the Annual Financial Town Meeting in order to consider business that arose after the early March deadlines provided in Home Rule Charter Sections 306 and 503 for submission of FTM articles.

**Draft warrant article for proposed May 16, 2023 Special Town Meeting:**

An article such as the following could comprise the entire business of the proposed Special Town Meeting:

*To see if the Town will authorize the Town Council and the School Committee to expend an amount not to exceed $530,000* to install photovoltaic solar panels and equipment on the Wilbur-McMahon School to the extent technically and financially reasonable, along with any necessary site modifications (the "Project"). Funds for the Project shall be provided, as necessary, from the General Fund unrestricted balance, the Capital Fund, the Reserve Fund, School Department unrestricted and capital funds; or other federal and state grants, credits, and rebates; or any combination of these funding sources. Moreover, the Town and/or School Department shall be authorized, to the extent allowed by the Town's "Credit Purchase and Sale Agreement" with TPE RI WAI, LLC, to allocate virtual net metering credits to qualifying non-profit organizations, such as the Brownell Library, the Community Center, and the Wellness Center.*
[*NOTE: While the total estimated cost of installing photovoltaic panels on the three town-owned buildings is approximately $513,000, the anticipated net expenditure of funds by the Town, after state and federal grants and rebates, is estimated to be approximately half that amount, or even at low as $130,000. It is anticipated that the funds expended for the project will be provided from sources other than the Town’s property tax levy. Hence, the Project’s initial capital cost would have no impact on the Town’s tax rate for FY 2024 and ensuing years.]

It is possible that only certain limited elements of the proposed project will be ready for implementation during the coming fiscal year. The proposed Special Town Meeting and warrant article are, in a sense, placeholders to allow the opportunity for possible prompt action. This draft proposal encompasses only the Wilbur-McMahon School. However, it could be amended at the Special Town Meeting, to reflect the specific elements and details of the project that may be feasible at that time.

In sum, I think the Town, the School Department, and town residents and taxpayers potentially have much to gain from this project, financially and environmentally. Scheduling a Special Town Meeting now does not by itself represent a commitment to implementing or funding the Project. On the other hand, there may be an opportunity cost to the Town, its residents, and its taxpayers in failing to seek and procure voter approval for the Project in timely fashion.

Thank you for your consideration of my concerns.

Sincerely,

Larry Anderson

Cc: Little Compton School Committee, c/o Supt. Dr. Laurie Dias-Mitchell
    Little Compton Budget Committee, c/o Chair George Crowell
    Little Compton Town Clerk Carol Wordell
    Little Compton Town Administrator Tony Teixeira
    Little Compton Town Solicitor Anthony DeSisto
    Mr. James Lock
Appendix:

RE: Town Council authority to call a Special Town Meeting:

*Little Compton Home Rule Charter*

[Reso. 7/6/06; approved at election 11/7/06]

The annual Financial Town Meeting may be recessed to a subsequent date by vote of the electors present. Any such recessed Financial Town Meeting shall be reconvened one week after the date of the original Financial Town Meeting, and, as may be necessary, at one week intervals thereafter. **Special Town meetings may be called by the Town Council or by petition of ten percent (10%) of the electors of the Town and shall be warned and limited as to subjects to be considered as provided in State law, pursuant to the provisions of Chapter 3, Title 45, Sections 6 and 7 of the General Laws.**

*R.I. Gen. Laws*

§ 45-3-6. Call of meeting on request of electors.

Whenever the town council, or whenever ten percent (10%) of the electors of any town, as provided in this section, less any fractional part that may appear in this computation thereof, shall make a request, in writing, for the calling of a town meeting to transact any business relating to the town in respect of which they shall have a right to vote, and direct the request to the town clerk, the town clerk shall cause the electors to be notified of the time when and the place where the meeting is to be held, and of the **business proposed to be transacted**; except as provided in § 45-3-7; provided, that the ten percent (10%) shall be computed on the total number of electors appearing on the last canvassed voting lists of the town as having a right to vote in the transaction of any business that may be presented at the meeting.

§ 45-3-7. Consent of council to special meeting.

No special town meeting shall be called without the consent of the town council, if the subject or any of the subjects proposed to be considered at the special town meeting have been acted on by the town at any time within six (6) months prior to the time of the proposed call.

§ 45-3-8. Clerk’s warrant giving notice.
The notice to the electors to meet in a town meeting, prescribed by law, shall be given by the town clerk issuing his or her warrant, directed to the town sergeant or one of the town constables of the town, or in the event that the town sergeant or a town constable is not available, to any elector of that town designated by the town or city clerk, requiring him or her to post, at least seven (7) days before the day appointed for the meeting, written notifications in three (3) or more public places in the town, of the time when and place where the meeting is to be held and of the business required by law to be transacted.
Afternoon, Larry.

First, I want to thank you for sending this to me. I am, blessedly, unaware of the arcana of town fiscal practices, but this seems to me to be a wise move.

Next, I need to apologize to everyone else on this missive. I was, frankly, surprised to learn that funds for this were not included in the capital budget for next year. I blame myself for not presenting the financial impact of the plan with enough clarity. Mea culpa. This note is an attempt to rectify.

This enclosure documents what the Town currently pays per year for electricity ($109,000), and estimates what it will pay if nothing is done ($91,300, or if solar panels go on Public Safety Complex ($82,200), or if solar panels go on the school with a transfer of credits to town non-profits ($43,200). In short, the town saves $48,000 per year, for 25 years or more, for a one time capital expense of $123,600. I would venture that an investment return of this magnitude is unprecedented in town history, setting aside the benefits to the planet.

I plan to come to the Town Council meeting next Thursday, and bring this analysis with me. As before, I want to thank Tony Teixeira and the Council for allowing this to move forward. I hope that we can seal the deal.

Jim Lock

---

On Mar 31, 2023, at 9:21 AM, Larry Anderson <larryanderson1@verizon.net> wrote:

Heather-

As I mentioned on the phone yesterday, I have attached a letter addressed to the Town Council, which I respectfully request be included on the Council’s agenda for its April 6, 2023 meeting.

As you will note, I have cc’d this email and attachment to those included in the letter itself as recipients of the letter. I have tried my best to find accurate email addresses for them, but if you see anything amiss please let me know (or feel free to forward this to any and/or all of them).

Let me know if you have any questions about this request.

As always, thanks for your assistance.

Best regards,

Larry Anderson
635-8853
# COST OF ELECTRICITY FOR LITTLE COMPTON,
CURRENT YEAR AND 3 SCENARIOS FOR NEXT YEAR

Analysis done by JE Lock, March 30, 2023

<table>
<thead>
<tr>
<th>Electricity Usage in MWhrs by source</th>
<th>Annual cost of electricity by source</th>
<th>Capital Costs after Rebates</th>
<th>Total annual cost of electricity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal year 2022-23 540*</td>
<td>$109,000</td>
<td>$0</td>
<td>$109,000</td>
</tr>
<tr>
<td>Fiscal Year 2023-24 200* 352**</td>
<td>$42,600  $48,700</td>
<td>$0</td>
<td>$91,300</td>
</tr>
<tr>
<td>No Solar 2023-24 148* 352** 52***</td>
<td>$31,500  $48,700  $2,000</td>
<td>$89,000</td>
<td>$82,200</td>
</tr>
<tr>
<td>Solar on PSC 2023-24 32* 52**</td>
<td>$6,800  $33,400</td>
<td>$123,600</td>
<td>$43,200</td>
</tr>
<tr>
<td>Solar on School Transfer of 80 credits to Town Non-Profits</td>
<td>$3,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NOTES

* ELECTRICITY FROM RI ENERGY, $207/MWhr this year, $213 next year

** ELECTRICITY FROM TPE RI, $138/MWhr next year.

*** ELECTRICITY FROM SOLAR $2,000 - $3,000, Cost of Maintenance, est
PETITION TO THE TOWN COUNCIL

TO THE TOWN COUNCIL OF THE TOWN OF LITTLE COMPTON, RI

The undersigned respectfully requests of your honorable board, that a license may be granted to:

The Little Compton Game Club for a "Surf and Turf" dinner to be held on premises at 857 Smith Dyar Rd, April 22, 2023

F-1 License

Signature

In Town Council, __________________________, ________

Read and granted ____________________________

Witness, ___________________________________ Town Clerk
Members of the Little Compton Town Council:

Sakonnet Vineyard has operated as a member of a Little Compton community for almost 50 years. We have safely and responsibly served alcohol and food to the public for decades. In an effort to remain competitive in the current landscape, create additional revenue streams for our business, and to offer our guests a well-rounded experience, we request consideration and approval of a BV license.

Many of our surrounding partners in the vineyard and winery industry have expanded their offering to their guests by adding beer and distilled spirits to their menu. A BV license will help us remain competitive.

Grape growing and winemaking is a challenging, yet rewarding business. There is a heavy dependence on Mother Nature as to the success of the product that we produce and sell. In order to succeed and grow financially, we, like other farms, need to rely on additional revenue streams to survive. We have a short hospitality season that is also very weather dependent but is necessary to support a 365-day business.

Many of our loyal customers visit frequently throughout the year. We hear time and time again of a missed opportunity for them to bring certain guests with them because they “don’t like wine.” We are so much more than just a winery. We see an opportunity to utilize an expanded menu, to introduce Sakonnet Vineyard to those who would not normally visit. To educate them about our history of farming, conservation work, and our longstanding efforts as New England’s oldest vineyard and winery.

If we have learned anything during the 2 years of the “COVID experience,” it is be flexible, pivot, and think outside the box in order to survive as a business.

In closing, with our ServSafe and TIPS certified team members, we are trained to responsibly serve alcohol as well as refuse service when necessary. We see providing additional alcohol options as a natural extension of our current product line and business model.

Our food menu will continue to evolve as demand and staffing allows.

Our restaurant experience will take place in the main building and out on the lawn (weather permitting) where our previous cafe has operated historically.

Our tasting and wine experience will continue to operate in our seasonal barn as well as in the field across from our tasting room. Our hours of operation will vary seasonally, however, we anticipate not opening any earlier than 11 am and being open to the public no later than 9 pm. On occasion we will host private events that will go no later than 11 pm.

We appreciate your time in advance as you consider our application for a BV license. We are available to discuss further and answer any questions that you may have.
Sincerely,

Cynthia Rocha
General Manager
Carolyn's Sakonnet Vineyard
Marked Area for Carolyn’s Cafe
Carolyn's Café interior seating (2)

Carolyn's Café deck seating
Carolyn's Café Al Fresco seating

Carolyn's Café interior seating (1)
sakonnetwine
Carolyn's Sakonnet Vineyard

38 likes
sakonnetwine Channel summertime thoughts with a lobster roll from Carolyn's Cafe! 🍓 @gdixzerohuit #sakonnet #carolynssakonnetvineyard #littlecomptonri

October 25, 2015

5 likes
sakonnetwine Carolyn's Cafe is now open 7 days a week! Our hours are now Mon-Wed 11am-5pm & Thurs-Sun 11am-7pm
August 28, 2013

sakonnetwine
Carolyn's Sakonnet Vineyard
sakonnetwine A little Blanc de Blancs by the fire? Don't mind if we do! #carolynssakonnetvineyard #sakonnet #littlecomptonri #winery #fall

View all 2 comments

November 11, 2015
sakonnetwine Carolyn's Sakonnet Vineyard

Liked by debrinha8322 and 48 others
sakonnetwine Carolyn's Cafe is now open for the season! #sakonnetwine #fortyfruitfulyears
View all 9 comments
May 1, 2015

Liked by janelle_gray_ and 41 others
sakonnetwine A cheese platter from Carolyn's Cafe paired with a glass of our wine makes for a perfect afternoon! 🍷#sakonnet #carolynssakonnetvineyard #littlecomptonri.
View all 3 comments
September 21, 2015
**FLATBREADS**

**Fig & Gorgonzola...$16**  
*arugula, figs, gorgonzola*

**White Clam...$16**  
*local clams, olive oil, garlic*

**Margarita...$15**  
*pomodoro, fresh mozzarella*

**Tuscan...$17**  
*heirloom tomatoes, speck, capicola, mortadella, fresh mozzarella*

**SOUP & SALAD**

**Clam Chowder...$10**  
*new england style, bacon, cream, potatoes*

**Chilled Gazpacho...$10**  
*tomatoes, cucumber, bell pepper, garlic, red onion*

**Caesar Salad...$14**  
*romaine, caesar dressing, pecorino, focaccia croutons*

**Red Grape Salad...$14**  
*arugula, quinoa, english cucumber, red bell pepper, creamy red wine dressing*

**Caprese Salad...$14**  
*heirloom tomatoes, fresh mozzarella, fresh basil, extra virgin olive oil, aged balsamic reduction*

**SANDWICHES**

**Veggie Wrap...$15**  
*hummus, cucumber, heirloom cherry tomatoes, mixed greens, brussels sprouts, roasted honeynut squash, with Carolyn's fries*

**Crispy Cod Fish Tacos...$17**  
*pico de gallo, cilantro crema, with Carolyn's fries*

**Spicy Nashville Chicken Wrap...$17**  
*smoked cheddar, pickles, nashville hot sauce, with Carolyn's Fries*

**Sakonnet Burger...$20**  
*bacon, lettuce, tomato, cheddar, garlic aioli, brioche, with Carolyn's fries*

**SIDES**

**Side Salad...$7**

**Pasta Salad...$7**

**Brussels Sprouts...$7**

**Carolyn's Fries...$7**

**CHARCUTERIE**

**Assorted Meats, Cheeses & Accoutrements...$22**

---

*CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.*
We are beginning our third week for the Senior Bus.

The schedule is as follows:

- Mondays:
  - Senior Lunch at Little Compton Community Center
- Tuesdays:
  - Little Compton Wellness Center
  - Lees Supermarket
  - Westport Apothecary
- Wednesdays:
  - Senior Lunch at Little Compton Community Center
- Thursdays:
  - Market Basket
  - Walmart
  - CVS - Tiverton Store
- Fridays:
  - Little Compton Wellness Center
  - Senior Lunch at Little Compton Community Center

Rides are provided by the Town of Little Compton without charge.

Schedules are subject to change from time to time.

Request rides by the previous Friday.

Additional specialty trips will be added in the future.


**DRAFT**

Little Compton Town Council

Resolution opposing Senate Bill S-0434
An Act Relating to Motor and Other Vehicles -- Inspection of Motor Vehicles

WHEREAS, the Town of Little Compton is a rural community with no facilities within our borders that offer Light Duty or Heavy Duty Vehicle Inspections; and

WHEREAS, the closest Light Duty and Heavy Duty Rhode Island inspection station to Little Compton is one-half mile over the border in Massachusetts; and

WHEREAS, many of Little Compton’s residents rely on the convenience and reliability of acquiring an inspection sticker from a local and familiar automotive repair shop which happens to be over the Massachusetts border; and

WHEREAS, in addition, an important relationship between that shop and our public safety staff has existed for many years, resulting in prompt and excellent service to our public safety vehicles.

NOW THEREFORE, LET IT BE RESOLVED that the Little Compton Town Council opposes S0434, and its House counterpart, H5034, *An Act Relating to Motor and Other Vehicles -- Inspection of Motor Vehicles*, implementation of which would strip our local automotive shop of its ability to inspect Rhode Island vehicles.
Town of Little Compton
Office of the Council President
Post Office Box 226
Little Compton, Rhode Island 02837

31 March 2023

Rhode Island State Council on the Arts
1 Capitol Hill
Providence, RI 02908

Dear Project Grant Reviewers,

This letter is written to express the Town Council’s enthusiastic endorsement of the application by our Town’s Community Center for a grant supporting the Center’s annual Summer Concert Series.

The free concerts, provided in the Commons of the Town each week in August, are open to all, and are a summer highlight to townspeople and neighbors alike. We are privileged, in a town of our size, to have the investment of a dedicated group of citizens who help bring enjoyment to the community.

Your support will be greatly appreciated.

Sincerely,

[Signature]

Robert L. Mushen
Town Council President
SouthCoast Wind Stalls To Summer

Falmouth Enterprise Newspaper Cape Cod Massachusetts
Mayflower wind changed its name to SouthCoast Wind 2/1/23

Rhode Island Energy Facility Sitting Board

Re; SB 2202- 02 Mayflower Wind EFSB

Newspaper article:

SouthCoast Meets With Residents, Answers Questions

• By NOELLE ANNONEN

• Mar 23, 2023

"Ongoing studies of the project and negotiations of power purchase agreements are delaying progress on SouthCoast Wind's project, representatives said. They estimated SouthCoast Wind will not resubmit its project proposal to government authorities until summer, rather than in the spring as previously anticipated."

https://www.capenews.net/falmouth/news/southcoast-meets-with-residents-answers-questions/article_e41cf54e-02fd-559c-9ef2-f604d44afc1ec.html

After several months of sparse communication, SouthCoast Wind Energy LLC representatives sat down with Falmouth Heights residents for the first time since June of last year. The conversation was hosted within the regularly scheduled energy committee meeting last Wednesday, March 15.

Several residents from Falmouth Heights pitched questions and comments to developer representatives throughout the meeting, according to energy committee member Rosemary Carey. Community liaison coordinator Kelsey Perry and SouthCoast Wind Offshore Wind Project lead Samantha Stanton, the latter attending over the phone, tried to answer their questions, Ms. Carey said.

"For the most part ... it was collegial and constructive," Falmouth Heights-Marvista Neighborhood Association president David Buzanoski said, in a phone call on Monday, March 20. "It was unique to have them answer questions directly. It was actually quite good, I thought."
SouthCoast Wind plans to construct a wind farm in federal waters south of Martha's Vineyard. It wants to bring half the electricity—enough to power 800,000 homes—ashore in Falmouth Heights. It will also need an onshore converter station to change high voltage direct current to high voltage alternating current and connect to the electric grid.

Select board member Douglas C. Brown also attended the meeting. He said it helped with his personal concerns regarding SouthCoast's lack of communication and engagement with town officials.

In December, the select board voted to deny SouthCoast Wind's (then called Mayflower Wind) continued access to town property for soil and engineering testing that would have gathered more detailed data for the project, citing a lack of transparency, engagement and communication with SouthCoast Wind, among other concerns, as its reasons for denying access.

The board publicly maintains it has not taken an official stance on SouthCoast's proposed project.

Ms. Perry, the SouthCoast liaison, told Mr. Brown during the meeting that she had previously only reached out to select board members through the town manager's office in an effort to be respectful. Mr. Brown said the board would prefer to be informed directly and told her her best to contact the board members.

"She seemed interested in developing communications," Mr. Brown said. "[The meeting] was much more direct than in the past. It was a good, productive discussion."

Mr. Brown said SouthCoast Wind representatives answered questions on issues ranging from zoning to SouthCoast's proposed cable route, to the best of their ability. He said some Falmouth Heights residents had technical questions or comments that representatives could not respond to immediately.

Mr. Buzanoski of the neighborhood association said SouthCoast has answered Falmouth Heights residents' questions periodically over the last three years, albeit late, sometimes by weeks or months. But he did not think the meeting solicited any new information for the "reasonably well-informed" neighbors.

"They did respond to our questions," Mr. Buzanoski said. "Not that we liked the answers."

One of the neighbors' concerns about the project is the trees along SouthCoast Wind's preferred landfall site at Worcester Avenue. The cable route runs up the center of Worcester Avenue, which is parkland. The corridor in which the cable duct will be laid will be 25 feet wide, Mr. Buzanoski and other abutters said. The project will disrupt the small neighborhood, they argued, and once construction has finished, no trees can be planted over the concrete-encased cables.

Worcester Avenue's large grassy median has trees lined on either side of the green space, but few trees down the park's wide center strip.

The company has said that the duct width numbers quoted by neighbors are now outdated, as the company has switched from high voltage alternating current to high voltage direct current technology. The duct will now be only 10 feet wide, Ms. Perry wrote the Enterprise following the meeting. "We will be able to miss most existing trees," she contended. "SouthCoast Wind will create a re-landscaping plan in collaboration with the Town, and smaller trees, plants and shrubs could be planted."
A flagpole and multiple benches will need to be moved; the company has pledged in writing to return them to their original positions.

Ms. Stanton, the project lead engineer, addressed some of their concerns about the converter station as well, Ms. Carey said. The station would be constructed either off Gifford Street or Thomas B. Landers Road, and area residents said it will run too hot and possibly leak harmful chemicals. Ms. Stanton said fans, radiators and standard hardware will cool the station. There will also be a containment system in place to prevent chemical leaks, and the company will follow EPA spill containment standards, she said.

Ms. Stanton also said the noise from the converter station will be 24/7, but mitigating how much noise there will be is a “key consideration” for its design. While the state requires that stations do not emit louder than 10 decibels, Falmouth’s regulations are more stringent, capping sound at six decibels, at the property lines of abutters. In a question and answer document posted on the town’s website, SouthCoast writes that it “has committed to abide by the more stringent Town of Falmouth 6 dBA increase limit as a good neighbor gesture.”

Energy committee chairwoman Megan C. Amsler asked South Coast Wind to invite the committee on a field trip to a similar facility so they can experience the noise themselves.

Ongoing studies of the project and negotiations of power purchase agreements are delaying progress on SouthCoast Wind’s project, representatives said. They estimated SouthCoast Wind will not resubmit its project proposal to government authorities until summer, rather than in the spring as previously anticipated.

“SouthCoast Wind is caught in no-man’s land,” Mr. Buzanoski said.

Ms. Carey said the meeting was civil and well-attended. She said she hoped that residents from Falmouth Heights felt satisfied with the conversation and the answers Ms. Perry and Ms. Stanton were able to provide.

“Both sides of the [project] argument were sitting together,” Ms. Carey said. “I left the meeting with a really good sense of optimism about how this will play out.”
RESOLUTION OF THE TOWN OF BURRILLVILLE
OPPOSITION TO RHODE ISLAND 2023 GUN CONTROL LEGISLATION

WHEREAS, the Town Council of the Town of Burrillville pursuant to Rhode Island statute and the Town of Burrillville Charter, is vested with the authority of administering the affairs of the Town of Burrillville, Rhode Island; and

WHEREAS, the Second Amendment to the United States Constitution, ratified on December 15, 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms; and

WHEREAS, the United States Supreme Court in *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed an individual’s right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in *McDonald v. Chicago*, 561 U.S. 742 (2010), affirmed that the right of an individual to “keep and bear arms,” as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment and is applicable to the states; and

WHEREAS, the United States Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment; and

WHEREAS, Article I, Section 22 of the Rhode Island Constitution adopted in 1842, provides that “The right of the people to keep and bear arms shall not be infringed.”; and

WHEREAS, Article I, Section 6 of the Rhode Island Constitution provides that “The right of the people to be secure in their persons, papers and possessions, against unreasonable searches and seizures; shall not be violated; and no warrant shall issue, but on complaint in writing, upon probable cause, supported by oath or affirmation and describing as nearly as may be, the place to be searched and the persons or things to be seized.”; and

WHEREAS, as a matter of general principle, and in recognition of over 230 years of lawmakers making under the guidance of the Constitution for the United States of America having properly established numerous laws regarding criminal use of firearms that are wholly adequate when judiciously enforced such that additional laws are unneeded, any law which upon passage renders a lifelong law-abiding citizen a felon through no action of their own, is an unjustified law and should be unconstitutional under multiple amendments in the Bill of Rights; and
WHEREAS, it is the desire of the Town Council of the Town of Burrillville to declare its support of the Second Amendment to the United States Constitution and to the provisions of the Rhode Island Constitution which protect the citizens of the State of Rhode Island’s inalienable and individual right to keep and bear arms; and

WHEREAS, the Burrillville Town Council members each took an oath to support and defend the United States Constitution, the Rhode Island Constitution, and the laws of the State of Rhode Island which are not deemed unconstitutional by a court of competent jurisdiction, and the Charter of the Town of Burrillville; and

WHEREAS, the Burrillville Town Council members give great weight to and adhere to the belief of James Madison, Jr., the fourth President of these great United States that: “Oppressors can tyrannize only when they achieve a standing army, an enslaved press, and a disarmed populace”; and

WHEREAS, the Burrillville Town Council desires to protect the rights of law abiding citizens, individuals who have committed crimes with firearms should be fully prosecuted with existing laws on the books; and

WHEREAS, many of the bills being considered by the General Assembly would require the confiscation and storage of otherwise lawfully owned firearms, and make the Towns and Cities of Rhode Island, responsible for these costs; and

WHEREAS, the Rhode Island General Assembly, in its 2023 legislative session has pending before it numerous bills regulating and restricting the rights afforded the citizens of the State of Rhode Island through the Second Amendment to the United States’ Constitution and the Constitution of the State of Rhode Island, including, but not limited to:

House Bill 5300 and Senate Bill 0379, the Rhode Island Assault Weapons Ban Act of 2023, would prohibit the possession of “assault weapons,” defined as any shotgun that holds more than six (6) rounds or a rifle that holds more than 10 rounds. In order to be exempt, the weapon must, within twelve (12) months of the bill’s passage, be registered, be rendered inoperable, be surrendered to a registered firearm dealer or police department or be transferred to a person in another jurisdiction where such firearms are allowed. It would also require any heirs of a decedent to surrender or transfer the firearm. If registered, the lawful owner would be required to submit fingerprints and pay a fee for registering the firearm;

House Bill 5893 and Senate Bill 0645, notwithstanding the purchaser’s background check and eight day waiting period, this act would prohibit the purchase of more than one firearm in a 30-day period. This act not only penalizes law abiding citizens from exercising their Constitutional right for owning a firearm, but it also damages federally licensed firearms dealers, who are Rhode Island business owners. The act would artificially restrict their sales and livelihood;

House Bill 5434 and Senate Bill 0321, which would require all firearms within a home to be kept in a locked container or equipped with a tamper resistant or mechanical lock, and creates a new felony for noncompliance;

House Bill 5892 and Senate Bill 0325, which would require trigger guards be issued for rifles and shotguns at time of purchase, further increasing the cost of doing business for federally licensed firearm dealers;
NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Burrillville on April 24, 2019, declared itself a Second Amendment Sanctuary Town, now reaffirms that declaration, and hereby takes the following position on state legislation that potentially abridges our Second Amendment rights. We find and declare that these gun restriction bills, if enacted by the Rhode Island General Assembly, infringe upon the rights of the People of the Town of Burrillville and the People of the State of Rhode Island to keep and bear arms. We are collectively opposed to the infringement of these rights established by our Founding Fathers.

BE IT FURTHER RESOLVED that we urge the General Assembly to repeal 2022 House Bill 6614 and Senate Bill 2653 which criminalized previously lawful ownership by making it a felony, without merit, for an individual to possess any semi-automatic firearm magazine capable of holding more than ten (10) rounds of ammunition. This law has created hardship, uncertainty, and fear amongst law-abiding gun owners, while arguably doing nothing in the past year to reduce gun-related criminal activity in Rhode Island.

BE IT FURTHER RESOLVED that we urge the General Assembly to repeal Rhode Island General Law §11-47-60 Possession of firearms on school grounds.

BE IT FURTHER RESOLVED that these bills impose unfunded mandates upon local governments; and the Town Council of the Town of Burrillville will not appropriate funds for capital construction of building space and/or the purchase of storage systems to store weapons seized, pursuant to any requirements set forth in the legislation if enacted by the General Assembly for the purpose of enforcing any law, that unconstitutionally infringes upon the rights of the People of the Town of Burrillville to keep and bear arms.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to every Rhode Island Municipality, State Senators, State Representatives, the Governor and the Lt. Governor respectfully requesting their support.

Passed as a resolution of the Burrillville Town Council this 22nd day of March, 2023.

Donald A. Fox, President
Burrillville Town Council

ATTEST: Vicki Martin, Town Clerk
Resolution

RESOLUTION IN SUPPORT OF HOUSE BILL 5160 & SENATE BILL 0175, REGARDING PAYDAY LENDING REFORM

WHEREAS, the City of Woonsocket has establishments that offer payday lending options that include payday advances or deferred deposit loans; and

WHEREAS, these programs target low-income people who are being charged up to as much as 260% on money that is advanced; and

WHEREAS, the system is designed to keep low-income people and families in poverty to continue to borrow or advance money leading to greater profits. There are only about 2% of all borrowers that take an advance, pay it off, and do not borrow again for one year; and

WHEREAS, studies show that payday lending fees cost Rhode Islanders nearly 7.5 million dollars every year which is money that could be used to pay for housing, supplies, utilities, food, gas, and other basic needs; and

WHEREAS, payday lending reform has already passed in nearby states including Connecticut, Massachusetts, Vermont, and New Hampshire which have all adopted laws to protect their citizens from predatory lending with rate caps; and

WHEREAS, the Woonsocket City Council hereby supports these reform bills which has not had a floor vote in 13 years and would be in the best interest of the people of Woonsocket and the State of Rhode Island.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOONSOCKET, RHODE ISLAND AS FOLLOWS:
Section 1. We respectfully request that the Woonsocket delegation to the General Assembly vote in support to the referenced bills and that, if this bill is passed and transmitted to the Honorable Governor for his approval, that he sign this bill, as it is supported by the City of Woonsocket and is in the best interest of the citizens of Woonsocket and Rhode Island.

Section 2. That the City Clerk is hereby directed to forward a copy of this resolution to all Representatives and Senators representing the City of Woonsocket; the Honorable K. Joseph Shekarchi, Speaker of the Rhode Island House of Representatives; the Honorable Dominick J. Ruggerio, the President of the Rhode Island Senate; and the Honorable Governor Daniel McKee.

Section 3. This resolution shall take effect upon passage.

Garrett S. Mancieri
City Council

Brian J. Thompson
City Council

John F. Ward
City Council

Valerie Gonzalez
Council Vice President

David M. Soucy
City Council

Christopher A. Beauchamp
Council President

Scott McGee
City Council

IN CITY COUNCIL April 3, 2023 – Read by title and passed unanimously.
Support a Reasonable 36% Rate Cap
Help Families Avoid Payday Abuses

Payday lenders in Rhode Island are currently allowed to charge interest rates as high as 260% APR on toxic, quick loans proven to trap borrowers in long-term debt.

Since 2001, payday lenders have enjoyed a special carve-out from the state’s usury laws that enables them to make payday loans as licensed check cashers at 260% rates.

Now it’s time for Rhode Island to end its experiment with triple-digit interest rates. Pending bills in the Rhode Island legislature will implement a reasonable 36% rate on payday loans and allow families to find financial security without 260% rates.

Payday loans do more harm than good for Rhode Island

Payday loans are small loans solely secured by a borrower’s check and typically due within 14 days. Though payday loans are marketed as a simple, quick fix for Rhode Island families, more often than not they lead to a 260% cycle of debt and worse economic problems.

Nationwide, the average payday borrower is stuck in 9 payday transactions a year. Over 60 percent of payday loan business is generated by borrowers with 12 or more loans annually and payday borrowers are twice more likely to file for bankruptcy or default on a credit card than comparable non-borrowers.

The payday business model relies on repeated borrowers

The payday industry depends on churning borrowers payday after payday. Only 2 percent of payday loans go to borrowers that take out a payday loan, pay it off, and don’t come back for a year. The core of industry revenue comes from borrowers trapped in their faulty product.

The CEO of Cash America, one of the largest payday lenders in the country, openly admits that “the theory in the payday lending business is you’ve got to get that customer in, work to turn him into a repetitive customer, long-term customer, because that’s really where the profitability is.” State data confirms that theory by showing that 3 out of 4 payday loans are the result of churning responsible borrowers paycheck after paycheck.

Quick Facts

• Payday lenders depend upon long-term use – over 60 percent of payday loan business is generated by borrowers with 12 or more loans a year.

• Demand is a fraction of what lenders claim – 3 out of 4 payday loans are the result of churning, in which borrowers take out an additional payday loan to repay the one that’s come due.

• Payday borrowers are twice as likely to file for bankruptcy as applicants whose request for a payday loan was denied by the lender.

• At a two-to-one ratio, former payday borrowers in North Carolina reported that they were better off now that triple-digit payday lending was gone.

“Lending practices that, intentionally or unintentionally, exploit one’s desperate circumstances are unjust. The Rhode Island Catholic Conference supports a legislative remedy that responsibly regulates such practices so that families in need are provided access to loans with reasonable interest rates.”

--Rhode Island Catholic Conference
A Broad Coalition Supports a 36% Rate Cap

Over 40 organizations that include Rhode Island AARP, AFL-CIO, Rhode Island Catholic Conference, and the Rhode Island Council of Churches are asking legislators to approve a rate limit of 36% on payday loans—the same standard that applies to military families.

Seventeen states, the District of Columbia, and Congress have already implemented interest rate caps for payday loans at or around 36%. Collectively, these states save their citizens nearly $2 billion per year that would have been otherwise paid to predatory payday fees.

Rhode Island is currently the only state in the New England that allows such high rates on payday loans.

A Rate Cap Will Level the Play Field, Allow Fair Options

An annual interest rate ceiling of $36 per $100 borrowed will not ban small loans in Rhode Island; it will simply reform a defective product. As it has been reported by borrowers in other states, a range of affordable options will remain. Payday funded studies have found that 94% of payday customers have somewhere else to go to borrow.

In North Carolina, a state that ended its experiment with triple-digit payday lending, the Commissioner of Banks found that low- and middle-income families in the state had not been negatively impacted after the payday lending carve-out had finally ended; in fact, many were not aware payday lenders had left.

A Reasonable 36% Rate Cap Is the Only Solution

Despite the rhetoric by the payday lenders, meaningless protections like roller-over bans, cool-off periods, and extended payment plans do nothing to stop the harms and flaws of payday loans.

In fact, Department of Defense noted that “provisions like databases, cooling off periods, attempts to stop rollovers and back-to-back transactions ... do not stop the debt trap.” In light of this assessment, Congress enacted rules similar to the 36% rate cap the Rhode Island Legislature is currently considering.

The Cost of Payday Lending in Rhode Island Now

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>$100</th>
<th>$200</th>
<th>$300</th>
<th>$400</th>
<th>$455</th>
<th>$450</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Store Payday Loan Fee</td>
<td>$10.00</td>
<td>$20.00</td>
<td>$30.00</td>
<td>$40.00</td>
<td>$43.50</td>
<td>$45.00</td>
</tr>
<tr>
<td>APR*</td>
<td>260.71%</td>
<td>260.71%</td>
<td>260.71%</td>
<td>260.71%</td>
<td>260.71%</td>
<td>260.71%</td>
</tr>
</tbody>
</table>

* Taken from [http://www.advanceamerica.net/apply-for-a-loan/fees/RI](http://www.advanceamerica.net/apply-for-a-loan/fees/RI). Assumes a 14-day term.

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APR Matters

APR is the only way consumers can compare the cost of credit. It allows apple-to-apple comparisons and protects free market competition. Moreover, a payday loan is rarely just a two week loan.

Cost of Borrowing $300 Over 30 Days

"When it comes to payday lending in Georgia, there is no gray area. It is unquestionably illegal in any form. We will not stand for unscrupulous, out-of-state lenders taking advantage of Georgia consumers by skirting our laws."

--Georgia Attorney General Samuel Olens announcing recent actions against online payday lenders in his state. Georgia does not allow triple-digit payday lending.
Payday Lending in Rhode Island

Report of the Rhode Island Advisory Committee to the U.S. Commission on Civil Rights

October 2018
Advisory Committees to the U.S. Commission on Civil Rights

By law, the U.S. Commission on Civil Rights has established an advisory committee in each of the 50 states and the District of Columbia. The committees are composed of state citizens who serve without compensation. The committees advise the Commission of civil rights issues in their states that are within the Commission's jurisdiction. More specifically, they are authorized to advise the Commission in writing of any knowledge or information they have of any alleged deprivation of voting rights and alleged discrimination based on race, color, religion, sex, age, disability, national origin, or in the administration of justice; advise the Commission on matters of their state's concern in the preparation of Commission reports to the President and the Congress; receive reports, suggestions, and recommendations from individuals, public officials, and representatives of public and private organizations to committee inquiries; forward advice and recommendations to the Commission, as requested; and observe any open hearing or conference conducted by the Commission in their states.
Letter of Transmittal

Rhode Island Advisory Committee to the
U.S. Commission on Civil Rights

Members of the Commission
Catherine E. Lhamon, Chairperson
Debo P. Adegbile
Gail Heriot
Peter N. Kirsanow
David Kladney
Karen K. Narasaki
Patricia Timmons-Goodson, Vice Chair
Michael Yaki

Mauro Morales, Staff Director

The Rhode Island Advisory Committee, as part of its responsibility to advise the Commission on civil rights issues within the state, submits this report, "Payday Lending in Rhode Island." The report was adopted by the Advisory Committee by unanimous vote on October 16, 2018.

Sincerely,

Jennifer Steinfeld, Chairperson
Rhode Island Advisory Committee
Rhode Island Advisory Committee

Jennifer F. Steinfeld, Chair
Providence

Margaux Morisseau
Scituate

Aleco E. Akporiaye, Vice-Chair
Rumford

Adelita S. Orefice
Providence

Donnie C. Anderson
North Kingstown

Gary S. Sasse
East Greenwich

Farid Ansari
Johnston

Elena Shih
Providence

Langdon D. Clough
West Warwick

Andrew S. Tugan
East Greenwich

Ernest A. Greco
Providence

William K. Wray
East Greenwich

Acknowledgments

The Rhode Island Advisory Committee thanks all of the participants in the April 2018 briefing for sharing their expertise. Barbara de La Viez, the designated federal official assigned to the Rhode Island Advisory Committee, provided guidance and support for the project and report. In addition, the Committee greatly appreciates the superlative contributions of intern Nicole Carroll.
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I. **Introduction**

In Rhode Island, and across the country, payday lenders are most often concentrated in poor communities—predominantly in poor communities of color. According to a Pew Charitable Trusts report on payday lending in America, African Americans are 105 times more likely to take out a payday loan than other races or ethnicities.\(^1\) The data and consistency of business locations in these poor communities suggest that lenders target these financially vulnerable residents.

Payday loans, also known as paycheck or cash advances, are small, short term loans meant to be used to cover expenses until the borrower’s next payday and come with much higher interest rates than normal loans. In Rhode Island, payday loan companies were granted a special exemption from state laws to allow for the high interest rates.

Rhode Island, contrary to other New England states, permits payday loans, allowing lenders to charge as much as 260 percent interest. Connecticut, New Hampshire, and Vermont have made payday lending entirely illegal and Maine and Massachusetts strictly regulate it. Payday lending is also illegal in 15 states and strictly regulated in seven others. Recognizing the harm of payday lending to military families, the Federal Government outlawed the practice for members of the U.S. military and their families.

In October 2017, the Consumer Financial Protection Bureau announced a new rule designed to curb predatory payday loans. This rule was issued after five years of field hearings, town hall meetings, research reports and over one million public comments. The rule required lenders to "reasonably determine that the consumer has the ability to repay the loan."\(^2\) The rule, which was set to go into effect on January 16, 2018, has been indefinitely suspended by the Consumer Financial Protection Bureau.

On April 27, 2018, the Rhode Island Advisory Committee to the U.S. Commission on Civil Rights (SAC) convened a public briefing at the Capital Building in Providence to hear testimony regarding civil rights concerns related to payday loans. The Committee held the briefing to

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\(^2\) 82 Fed. Reg. 54,871 (Nov. 17, 2017) (to be codified at 12 C.F.R. pt. 1041). The rule, which was widely supported by consumer and public-interest groups, requires lenders to: verify income and check expenses to see if borrower can repay loan by due date; limits overdrafts by limiting lenders with access to customer bank accounts from attempting withdrawals to reduce fees for insufficient funds; and sets caps of three loans in quick succession, requiring a mandatory cooling-off period of 30 days before another loan is allowed. The rule also allows that short-term loans, under $500, exempt the lender from the ability to repay rule if it offers to stretch repayment over three installments.
examine whether there are disparities in payday lending practices and hear from elected officials, religious figures, advocates, and experts in the field.

In July 2018, subsequent to the Committee’s briefing, Governor Gina Raimondo declared that “rein[ing] in predatory payday lending” would part of her second-term goal of protecting working families. Her stated plan involves reducing the APR limits on payday loans to bring Rhode Island’s payday loan policies more in line with those of its regional neighbors.

II. Legal Context

Federal Law

While payday lending is generally regulated at the state level, there are some important federal actions that impact the practice in Rhode Island.

The Truth in Lending Act requires creditors make certain disclosures to ensure that consumers can make informed credit decisions. The Truth in Lending Act is implemented through what is known as Regulation Z, which requires creditors disclose to consumers interest as an annual percentage rate (“APR”) of every potential loan. Commentary on Regulation Z, adopted in 2000, identifies payday lenders as creditors subject to these disclosure requirements.

In 2006, following a Department of Defense (“DOD”) report on the experiences of military personnel with predatory lending, Congress passed the Military Lending Act. It covers loans to active-duty members of the armed forces and their dependents—veterans are not covered under the law—and limits the maximum interest rate to 36 percent APR, or Military Annual Percentage Rate. DOD’s report recommended the 36 percent cap because it found that “predatory lending undermines military readiness” and that military families were targeted by payday loan companies. In 2015, DOD amended its implementing regulations to eliminate

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4 12 C.F.R. §§ 1026.17, 1026.18, 1026.22.
5 Id. (Supp. 1, cmt. 2(a)(14)-2); 65 Fed. Reg. 17,129 (Mar. 31, 2000).
7 10 U.S.C. § 987.
8 Id. § 987(6)(1).
9 Id. § 987(b).
10 DOD Report, at pp. 9-12.
coverage limitations relating to loan term and size, so currently the 36 percent Military Annual Percentage Rate applies to all loans for covered members.\textsuperscript{13}

The Consumer Financial Protection Bureau (the "Bureau"), after researching the issue for five years and reviewing over 1.4 million comments, initiated rulemaking on the subject of payday loans in June 2016. It issued a final rule in November 2017 regarding "Payday, Vehicle Title, and Certain High-Cost Installment Loans," (the "Payday Rule").\textsuperscript{14} The final rule applies to loans that must be repaid within forty-five days of consummation and any loans with an interest rate above 36 percent APR.\textsuperscript{15} It requires that lenders reasonably determine whether a borrower has the ability to repay a loan before lending the borrower money; failing to do so constitutes an unfair and abusive practice, subject to Bureau action under the Dodd-Frank Act.\textsuperscript{16}

The Bureau observed that "various submissions across the broad spectrum of stakeholders, including both industry participants and consumer groups, consistently reinforced the point that these loans disproportionately go to minority borrowers."\textsuperscript{17} It also found that many borrowers do not have the ability to repay a payday loan, and are forced to choose between three options once the loan becomes due: borrow more money, default on the loan, or fail to meet basic living expenses.\textsuperscript{18} The payday lending business model is thus "dependent upon a large volume of re-borrowing."\textsuperscript{19}

The regulation went into effect on January 16, 2018, but most provisions do not require compliance until August 19, 2019.\textsuperscript{20} On January 16, 2018, the Bureau's new acting director issued a statement indicating that the Bureau would initiate a rulemaking process to reconsider the rule.\textsuperscript{21} Though it has not yet released any formal information about the reconsideration process, the Bureau reiterated this intention in its June 2018 Semiannual Regulatory Agenda,\textsuperscript{22} and in recent litigation filings. In April 2018, two trade associations, Community Financial Services Association of America and Consumer Service Alliance of Texas, filed a complaint against the Bureau, alleging, among many other reasons, that the final rule proposed is "unlawful because the Bureau misconstrues the statutory terms 'unfair' and 'abusive' and because, in any

\textsuperscript{13} 80 Fed. Reg. 43,607 (July 22, 2015) (codified at 32 C.F.R. § 232.3(f)).


\textsuperscript{15} Id. at 54,873.

\textsuperscript{16} Id. at 54,874; 12 U.S.C. § 5531; The Dodd–Frank Wall Street Reform and Consumer Protection Act was signed into United States federal law by U.S. President Barack Obama on July 21, 2010. See Pub. L. 111–203, H.R.-4173.

\textsuperscript{17} 82 Fed. Reg. at 54,557.

\textsuperscript{18} Id. at 54,472.

\textsuperscript{19} Id. at 54,484.

\textsuperscript{20} Id. at 54,472.


\textsuperscript{22} 83 Fed. Reg. 27,235 (June 11, 2018).
event, the Bureau lacks substantial evidence for its conclusions that payday and other covered loans are unfair and abusive. In June 2018, the U.S. District Court for the Western District of Texas granted a stay of the litigation during the agency review process, but denied the parties’ Joint Motion for Stay of Agency Action Pending Review. In a response filed in support of plaintiffs’ motion for reconsideration of this order, the Bureau declared its intention to reintimate rulemaking by February 2019. It also conceded that plaintiffs had presented a substantial case on the merits for their “claims that the rulemaking record did not provide substantial evidence for several findings . . . to that extent, the Rule is therefore arbitrary and capricious.”

Current Rhode Island Law

In 2001, the Rhode Island legislature expanded its check cashing statute to allow for payday lending or “deferred deposit transactions.” The law defines a deferred deposit transaction as one in which a cash advance is made to a customer in exchange for either a post-dated check or authorization to withdraw the amount directly from the customer’s bank account on the agreed-upon date. Currently, the statute permits payday lenders to lend amounts up to $500 with the principal and a maximum of 10 percent interest due no less than thirteen days later. Although generally the loans are due within fourteen days at a 10 percent interest rate, Rhode Island law requires that interest rate disclosures by payday lenders be expressed as both a dollar amount and an APR. This reflects federal requirements under the Truth in Lending Act. A fourteen-day loan at 10 percent interest translates to a 260.71 percent APR. This 260 percent APR reflects the maximum rate that payday lenders can charge in Rhode Island.

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26 Id. at 10-11.


29 Id., §§ 19-14.4-4(4), 19-14.4-5.1(a), (d). The original law provided for a maximum loan amount of $300 and a fixed term of fourteen days, but these terms were amended in 2005 to reflect the current law. Act of July 9, 2005, ch. 230, § 1, 2005 R.I. Pub. Laws 230; Act of July 9, 2005, ch. 235, § 1, 2005 R.I. Pub. Laws 235. The same 2005 legislation allowed for up to 15 percent interest on deferred deposit transactions, but the provision was changed back to 10 percent interest in 2010. Id.; Act Relating to Financial Institutions, ch. 204, § 1 (2010) R.I. Pub. Laws 204.

30 19 R.I. GEN. LAWS §§ 19-14.4-5(a), -5.1(b).


32 (365/14)*10 percent=260.71 percent APR.
If a borrower cannot afford the full payment on the due date, they may choose to “rollover” the loan, deferring the payment another term and paying just the fee on the initial due date.\textsuperscript{33} The Rhode Island statute only allows borrowers to rollover a loan once, but it does not prohibit payday lenders from initiating a new loan on the same day to cover the cost of the previous loan.\textsuperscript{34} The statute also limits the number of outstanding checks a single payday lender can hold for the same customer; the maximum is three checks.\textsuperscript{35}

The above provisions exempt payday lenders from Rhode Island’s small loan lender laws, which would otherwise be applicable. Rhode Island prohibits its small loan lenders from charging over 3 percent monthly interest for loans under $300, over 2.5 percent monthly interest for loans between $300 and $800, and over 2 percent monthly interest for loans between $800 and $5,000.\textsuperscript{36} These rates are equivalent to 24 to 36 percent APR, depending on the loan amount.\textsuperscript{37} These small loans are for a maximum repayment terms of twenty-five months for loans $1,000 and less and sixty months for loans between $1,000 and $5,000.\textsuperscript{38} They also require repayment via evenly-spaced installments in equal amounts.\textsuperscript{39} While the payday loan laws prohibit those lenders from requiring collateral, there is no similar prohibition for small loan lenders.

\textit{Proposed Rhode Island Legislation}

Legislation introduced in the General Assembly in 2018 seeks to remove the special provisions for payday lenders and bring them back under the jurisdiction of the small loan lender laws.\textsuperscript{40} This proposed legislation would repeal the sections of the check cashing statute that apply only to deferred deposit transactions. Payday lenders would then be subject to the small loan lender laws that cap interest at 36 percent APR. Although the explanation by the legislative council states that the act “would repeal provisions of the general laws allowing deferred deposit providers, also known as ‘payday lenders,’” the revision does not prohibit citizens from being able to access small dollar loans through more regulated providers.\textsuperscript{41}

\textsuperscript{33} 19 R.I. GEN. LAWS §§ 19-14.4-5.1(c). \textit{See also generally} 82 Fed. Reg. 54,478 (Nov. 17, 2017) (discussing what a “rollover” is in terms of payday loans).
\textsuperscript{34} \textit{Id.} § 19-14.4-5.1(g).
\textsuperscript{35} \textit{Id.} § 19-14.4-5.1(t).
\textsuperscript{36} \textit{Id.} § 19-14.2-8.
\textsuperscript{37} 12\times2\text{ percent} = 24\text{ percent }\text{APR}, 12\times3\text{ percent} = 36\text{ percent }\text{APR}.
\textsuperscript{39} \textit{Id.}
\textsuperscript{41} \textit{Id.}
III. Background

Payday loans are generally short-term, high interest rate loans that are meant to tide over the borrower until his or her next "payday." To qualify for a payday loan, a consumer need only have a bank account, a government-issued ID, and a form of income, which can include wages or government benefits such as Social Security, disability, or unemployment benefits. The borrower then either writes a postdated check for the full loan amount plus interest or authorizes the lender to debit the money directly from their bank account. When the loan is due, the borrower rolls over the loan, returns to the store to pay in cash, or the money is taken out of their bank account through the payday lenders cashing the check or debiting the account directly.

Prevalence of Payday Loans Nationally

Payday lending is authorized by statute in thirty-seven states, though many of these have enacted recent restrictions limiting payday lending. In eleven states payday loans are subject to general consumer loan and usury laws, while in the remaining states and the District of Columbia payday lending is prohibited altogether. In 15 states and the District of Columbia, prohibitions on payday loans or rate caps restrict small amount loans to a rate of 36 percent APR or less in


43 Standaert Statement, at 4.

44 Consumer Finance White Paper; at 9; Standaert Statement, at 4.


In recent years the trend has been towards additional state regulation of payday loans.

Rhode Island is currently the only New England state that allows payday lending with rates above 36 percent APR.

**Prevalence of Payday Loans in Rhode Island**

There are twenty-eight payday loan stores in Rhode Island, twenty-six of which are branches of two national chains, Advance America and Check ‘N Go. These two chains account for 95 percent of all payday loans made in the state and have stores located in the following cities: Cranston (1), East Providence (1), Johnston (2), Middletown (2), North Kingstown (1), North Providence (1), Pawtucket (3), Providence (3), Warren (1), Warwick (5), West Warwick (2), Westerly (1), and Woonsocket (3). Both of these main providers offer loans up to $450, with the maximum allowed interest rate of 10 percent of the principal amount over two weeks, or 260.71 percent APR. This rate is significantly higher than the highest credit card interest rates.

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50 Standaert Statement, at 4.

51 Standaert Statement, at 4.


54 Standaert Statement, at 7; Rachel Flum, testimony, Briefing Before the Rhode Island State Advisory Committee to the U.S. Commission on Civil Rights, Providence, RI, Apr. 27, 2018, transcript, pp. 71-72 (hereafter cited as Providence Briefing).
The Debt Trap -- Payday Loans May Trap Borrowers in a Cycle of Debt

For example, a borrower faced with unanticipated expenses may take out a $450 payday loan, the maximum available at Advance America and Check ‘N Go locations in the state. For this $450 loan, a total amount of $495 would be due fourteen days after initiation of the loan. This amount represents an interest rate of 10 percent, or 260.71 percent APR. If the borrower has trouble paying the full amount at the end of the two week period, he or she may choose to rollover the loan the one time allowed by Rhode Island law. With the rollover, the borrower would pay $45 at the end of the fourteen days, and then $495 at the end of the next fourteen-day period. Because Rhode Island limits the number of rollovers to one, the maximum amount that can be charged on this one loan is $540 over those two payments.

At the end of the second two-week period, the borrower either returns to the store to pay the $495 in cash, or it is taken out of the borrower’s account, which now includes their most recent paycheck or government benefit payment. If the check bounces or the account does not have sufficient funds, the borrower is subject to additional fees. Because the money is immediately taken out of their account, the borrower may then have trouble covering other necessary expenses such as rent and food. He or she may thus initiate a second payday loan to cover these essential costs. For any additional rollovers the same fees as above would apply. If the borrower takes out four consecutive loans and rolls over each loan once, by the end of the four-month period he or she has paid $360 in interest and fees, or 80 percent of the original $450 loan. This equates to a total cost of $810 for the same $450 of credit throughout the loan durations. Eight loans per year represents the average number of payday loans among payday borrowers nationally, but many people take on more than this average. For those that take on additional loans, interest rates approach the triple digits and borrowers can spend months or years accumulating fees on the same small gap in credit.

Payday loan business models depend on a high number of repeat borrowers such as the one described above. A Pew Charitable Trusts survey found that borrowers, on average, took out


eight loans each year.\textsuperscript{57} In a Consumer Finance Protection Bureau white paper, 48 percent of borrowers studied had more than ten transactions over a 12-month period and 14 percent of the borrowers had more than twenty transactions over the same period.\textsuperscript{58} Three-quarters of the fees from payday loans originated during this 12-month period were from borrowers who had more than ten transactions over the period.\textsuperscript{59} For borrowers taking out more than six loans over the 12-month period, the vast majority of loans were initiated within two weeks of a previous loan, most often on the same day the previous loan closed.\textsuperscript{60}

In response to the Bureau’s white paper, a trade association of payday lenders, including Advance America,\textsuperscript{61} petitioned the Bureau for its retraction.\textsuperscript{62} The trade association criticized the Bureau’s white paper for using an unrepresentative sampling method improperly weighted in favor of finding more repeat borrowers;\textsuperscript{63} however, the trade association also acknowledged that “[i]n any large, mature payday loan portfolio, loans to repeat borrowers generally constitute between 70 and 90 percent of the portfolio, and for some lenders, even more.”\textsuperscript{64} The trade association’s insistence that the Bureau should have removed all repeat borrowers from the beginning sample population reveals the dependence of payday lenders on these repeat borrowers and the protracted length of borrower relationships with lenders.\textsuperscript{65} The trade association argued that its internal data shows that the “median borrower becomes debt-free and remains debt-free for more than 14 days after approximately 1.5 rollovers.”\textsuperscript{66} Without the underlying data or further explanation, it is difficult to assess the validity of this claim. At the same time, this assertion confirms that many borrowers rollover their loans.\textsuperscript{67}

A 2009 report by the Center for Responsible Lending, a nonprofit organization that researches predatory lending, found that in Florida and Oklahoma over a 12-month period approximately half of successive payday loans were taken out at the first available opportunity, 87 percent were taken out within two weeks, and 94 percent were taken out within one month.\textsuperscript{68} Similar analysis

\textsuperscript{57} Pew Report, at 4, 8-9.
\textsuperscript{58} Consumer Finance White Paper, at 21.
\textsuperscript{59} Id., at 22.
\textsuperscript{60} Id., at 25.
\textsuperscript{63} Community Finance Services of America Letter, at 4-5.
\textsuperscript{64} Ibid., at 5.
\textsuperscript{65} See Community Finance Services of America Letter, at 6.
\textsuperscript{66} Ibid., at 7.
\textsuperscript{67} See Community Finance Services of America Letter, at 7.
\textsuperscript{68} Leslie Parrish & Uriah King, Ctr. for Responsible Lending, Phantom Demand: Short-term due date generates need for repeat payday loans, accounting for 76 percent of total loan volume 7 (2009).
in Colorado showed that two thirds of payday loans were renewed on the same day the previous loan was repaid. These trends are representative of patterns occurring in other states, including Rhode Island. The Center for Responsible Lending estimates that loan churn, or the practice of borrowers initiating new loans within two weeks of paying off their previous loan, accounts for 76 percent of total number of loans and loan volume nationally. Loans to one-time borrowers represent less than 2 percent of annual payday loan volume. In 2013, the Center for Responsible Lending found that nationally 85 percent of loans are made to borrowers who take out at least seven loans in a year.

One factor contributing to the debt cycle is how borrowers use payday loans. Though generally thought of as emergency assistance for unanticipated expenses, payday loans are often used to cover recurring regular expenses. Because these expenses are recurring, borrowers have a hard time repaying their loan and often take out additional loans with additional fees to cover the same gap in credit. Payday loans in Rhode Island cost consumers $7.5 million each year in fees.

Borrowers that default on a payday loan are subject to additional financial consequences. These include insufficient fund fees and overdraft fees, involuntary bank account closure, and bankruptcy. These financial consequences can occur even when the borrower has already paid more in interest than the original loan amount. There are also effects on the borrower's credit once a payday loan is referred to a collection agency for being in default. Payday lenders do not report to credit bureaus, so borrowers cannot build their credit by making payments on their

https://www.responsiblelending.org/payday-lending/research-analysis/phantom-demand-final.pdf (The first available opportunity is the same day a borrower’s prior loan was due, or the first day following a statutory cooling off period) (hereafter Parrish & King Phantom Demand Report).

69 Parrish & King Phantom Demand Report, at 10.

70 Ibid. ("little or no variance of repeat lending patterns among the states that authorize the basic payday loan product").

71 Ibid., at 11-13.

72 Ibid., at 3, 12.


74 Ibid., at 8; Pew Report, at 4-5, 13-15. The Consumer Finance Services of America letter objects to claims that payday lenders market the loans as being suitable for any specific borrowers or situations. Community Finance Services of America Letter, at 10-11.

75 Standaert Statement, at 1.

76 Montezemolo Payday Lending Abuses Report, at 6; Parrish & King Phantom Demand Report, at 16.

77 Montezemolo Payday Lending Abuses Report, at 6.

78 Ibid.
payday loans. Once referred to a collection agency the loan default impacts the individual’s credit score and can subject the borrower to aggressive collection practices. Borrowers may also have additional difficulty paying other debts due to their obligations to payday lenders and the lenders’ direct access to their bank accounts. Individuals with access to payday loans have been found to have 25 percent more difficulty paying bills when compared to individuals in the same income group without access to payday loans. The same study found a similar level of increased delay in seeking needed medical and dental care and prescription drug purchases.

Payday Lenders Disproportionately Target People of Color

The Committee was told that payday lenders choose store locations so as to target people in African American and Latino communities. Though advocates of payday lending argue that their stores are located in low-income areas, which just happen to be majority communities of color, the trend holds even when comparing communities of the same income level. In Rhode Island, payday lenders are disproportionately located in communities of color, even after controlling for income. According to the Center for Responsible Lending, Black and Latino neighborhoods with at least a 30 percent Black and Latino population and 80 percent to 120 percent area median income have an approximately 70 percent higher concentration of payday loan stores when compared to predominantly white neighborhoods with the same range of area median income. This trend has been observed on the national level as well.

The Pew study also found that the chance of a person using a payday loan was 105 percent higher for African Americans than for other races, after controlling for other factors. While 12 percent of African Americans have used a payday loan, that number is only 4 percent for white Americans and 6 percent for both Hispanic Americans and individuals of other races or ethnicities.

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79 Laura Rijo, testimony, Providence Briefing, transcript, pp. 121-22.
80 Montezemolo, at 6.
82 Id.
83 See, e.g., Standaert Testimony, Providence Briefing, transcript, pp. 80-85.
84 Wes Li, Leslie Parrish, Keith Ernst, and Delvin Davis, Center for Responsible Lending; Predatory Profiling: The Role of Race and Ethnicity in the Location of Payday Lenders in California (March 26, 2009), available at https://www.responsiblelending.org/california/ca-payday/research-analysis/predatory-profiling.pdf.
85 Standaert Statement, at 5.
86 Ibid., at 5-6.
88 Ibid., at 11.
IV. Summary of Briefing

The Committee invited twelve individuals, including elected officials, religious figures, advocates, and experts, to make presentations. Industry members were invited to participate in the briefing, but failed to respond to the invitation. Participants were placed on four panels.

The first panel included Senator Harold Metts, who, over the past few years, has been involved with legislative efforts to regulate payday lending. State Treasurer Seth Magaziner also provided context on the financial ramifications for Rhode Island families and background on the potential legislative solutions. Brian Azar of Navigant Credit Union discussed alternatives to payday loans available through his credit union.

The second panel was comprised of religious figures – Pastor William Sterrett, Pastor Ebony Grisom, and Mufti Ikram ul Haq – who described the experiences that members of their communities have had with payday loans. They also provided religious perspectives on usury.

Experts on panel three were Rachel Flum, the Executive Director of the Economic Progress Institute, and Diane Standaert, Director of State Policy for the Center for Responsible Lending. They provided information on how payday loans perpetuate a cycle of debt and the effect on Rhode Island families of color.

The fourth and final panel included advocates who addressed the financial consequences for borrowers and current alternatives available in Rhode Island. Presenting were Jim Vincent of the Rhode Island NAACP; Laura Rijo, a current employee of the Capitol Good Fund and former Check ‘N Go employee; Alden Harrington, a bankruptcy lawyer; and Andy Posner, founder and CEO of Capital Good Fund.

During the Open Public Comment Section, Andrew Therrien described his personal experiences with payday loans.

VI. Findings and Recommendations

FINDINGS

Payday Loans are Targeted at People of Color

Payday loans are disproportionately targeted at Rhode Islanders of color. Payday loan stores are primarily located in communities of color. When comparing neighborhoods with the same median income, neighborhoods with significant Black and Latino populations had a 70 percent higher concentration of payday loan stores than the White neighborhoods at the same income level. These disparities in the concentration of payday lenders in communities based on race

89 Flum Testimony, Providence Briefing, transcript, p. 74-75.
90 Standaert Testimony, Providence Briefing, transcript, p. 87.
has been observed throughout the country and hold steady even after controlling for income. 91 According to the NAACP, "studies have repeatedly shown that the wealth-stripping effects of predatory lending practices have a disproportionate impact on African Americans, Latinos, and low-wealth families." 92

**Payday Loans Create a Cycle of Debts**

Payday lending in Rhode Island traps borrowers in a cycle of debt and leads to other negative financial consequences. Contributing to this cycle of debt are both the high interest rates and short terms of payday loans. Borrowers often cannot afford the payday loans they take on. Payday lenders do not engage in any loan underwriting and often incentivize their employees to encourage borrowers to take out the largest possible loan, regardless of the borrower’s ability to pay it back. 93 Because payday lenders know borrowers likely cannot afford to repay the loan within the two-week period, their business model depends on a high number of repeat borrowers, creating a high level of loan churn. 94 On average, a payday loan borrower takes on more than eight loans per year, with 80 percent of payday loans taken out within a month of the previous loan. 95 This cycle of debt is exemplified by the story of a single mother’s experiences with payday loans in the state, as told by a former Check ‘N Go employee. The woman started with two $450 payday loans at different companies, one being Check ‘N Go. For five years she took out new loans to cover the same $900 gap. Over the five years, she paid $10,000 for that $900 of credit.96

Other financial consequences of payday loan borrowing, including additional fees, involuntary bank account closure, adverse impact on credit scores, and bankruptcy, further contribute to the cycle of debt caused by payday loans.

**Payday Loans Adversely Affect the Rhode Island Economy**

Payday loans hurt Rhode Island’s economy. $7.6 million in payday loan fees leave Rhode Island each year, channeled instead to the two national companies operating 95 percent of the payday loan stores in the state.97 When low-income workers are able to keep money that is otherwise

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91 Id., at p. 87.
94 Id., at pp. 121-22.
used for payday loan fees, that money is spent at local shops, going back into the local economy.\textsuperscript{98}

\textit{There is a Demand for Short-Term Loans}

Many Rhode Islanders, especially people of color, are financially vulnerable and sometimes require access to credit advances. Thus, there is market need for small dollar loans available for those with poor credit. Payday loans are used to satisfy this need. However, borrowers often use payday loans to cover regular recurring expenses rather than cover unanticipated emergency expenses.

\textit{There are Available Alternatives to Payday Loans}

There are other financial alternatives available for Rhode Islanders to access small dollar loans, even without established credit. Successful alternatives address must address both the high cost and short term of payday loans.

The Navigant Credit Union in Rhode Island offers a Smart Start loan, which is a small dollar loan with a maximum value of $600, an 18 percent APR, and a ninety-day repayment period.\textsuperscript{99} At this interest rate the non-profit credit union breaks even, so they would expect to see profitability at the higher interest rate of 36 percent APR.\textsuperscript{100}

Capital Good Fund, another Rhode Island non-profit, offers a payday loan alternative involving loans of $300 to $500 with a 33 to 36 percent APR, longer repayment term, no prepayment penalty, and credit bureau reporting.\textsuperscript{101} Capital Good Fund also assesses borrowers’ ability to afford each loan and “makes the smallest loan possible.”\textsuperscript{102}

Both Capital Good Fund and Navigant have the capacity to scale their products to reach more consumers as long as consumers are aware of their products.\textsuperscript{103} However, not all borrowers are approved for the above loan alternatives because an ability-to-pay analysis is conducted. Other options for Rhode Islanders with lower credit scores include credit cards, pawn, and payment plans from utilities, social services agencies, savings accounts, and others;\textsuperscript{104} borrowers may also choose to postpone purchases and cut back on expenses.\textsuperscript{105}

\textsuperscript{98} Flum Testimony, \textit{Providence Briefing}, transcript, pp. 73-74.
\textsuperscript{99} Brian Azar, testimony, \textit{Providence Briefing}, transcript, p. 27.
\textsuperscript{100} Azar Testimony, \textit{Providence Briefing}, transcript, pp. 27-28.
\textsuperscript{102} Posner Testimony, \textit{Providence Briefing}, transcript, p. 128.
\textsuperscript{103} Id. at pp. 132-34.
\textsuperscript{104} Standaert Testimony, \textit{Providence Briefing}, transcript, p. 89.
Success of Legislative Restrictions in Other States

Legislative restrictions on payday lending in other states have experienced varying degrees of success. A 36 percent APR or similar rate cap in other states has allowed for continued access to emergency loans, but has decreased the number of citizens, especially people of color, in a cycle of debt.\textsuperscript{105} After certain states implemented restrictions on payday lending, some more restrictive than the proposed Rhode Island restrictions, only about 5 percent of borrowers borrowed online or elsewhere.\textsuperscript{107}

However, loopholes in some state regulations restricting or eliminating payday loans have led to an increase in the number of vehicle title loans, open-end credit loans, online payday loans, payday installment loans, balloon payment or "flexpay" loans, and other statutory workarounds.\textsuperscript{108} Legislative fixes that only address the length of payday loans also fall short, with borrowers still subject to triple-digit interest rates and prone to taking out multiple loans.\textsuperscript{109}

To avoid these pitfalls, legislative action in Rhode Island must address both the high cost and short terms of payday loans, as well as the potential for evasion through other workarounds. The legislature should consider revising the definition of a "loan made or funded within this state"\textsuperscript{110} to bring online lenders lending to Rhode Island residents within the scope of its authority.

RECOMMENDATIONS

Legislative Action

The General Assembly should pass a bill eliminating the statutory carve-out for payday lenders. The elimination of this payday lending exception does not prevent lenders from offering small dollar loans to Rhode Islanders.\textsuperscript{111} Rather, payday lenders should be returned to the authority of the small loan lender statute that restricts the maximum interest rate on small loans to 36 percent APR.\textsuperscript{112} This statute requires payments to be made in roughly equal installments at intervals of roughly equal length,\textsuperscript{113} which prohibits lenders from turning to the balloon payment loans or payday installment loans adopted by payday lenders following restrictions in other states.

\textsuperscript{105} See Pew Report, at 5, 22; Montezmolo Payday Lending Abuses Report, at 8-9, 14-16.

\textsuperscript{107} Pew Report, at 22; Montezmolo Payday Lending Abuses Report, at 14.


\textsuperscript{110} 19 R.I. Gen. Laws § 19-14-1(9).

\textsuperscript{111} Standaert Testimony, Providence Briefing, transcript, pp. 94-95.


\textsuperscript{113} Id., at § 19-14.2-11.
The General Assembly should also consider investigating the use of vehicle title loans in the state. If payday loans are more heavily regulated, payday lenders may transition to offering more vehicle title loans with similar financial consequences for borrowers. To fully protect consumers in the state, Rhode Island should restrict all prohibitively high interest rate loans, including both vehicle title loans and payday loans.

**Payday Loan Alternatives**

Rhode Island should encourage the growth and development of small dollar loan programs that have lower interest rates and longer terms than payday loans. This could reflect a recent announcement by the Treasury’s Office of Comptroller of the Currency calling for traditional banks to offer “responsible short-term small-dollar installment loans, typically two to 12 months in duration with equal amortizing payments, to help meet the credit needs of consumers.”¹¹⁴ Loan programs such as those offered by Navigant and Capital Good Fund have the potential to meet consumers’ needs without the adverse consequences of payday loans. These alternatives should be promoted, and the development of similar products encouraged.

**Underlying Reasons for Financial Insecurity**

Rhode Island should investigate the underlying financial circumstances that leave Rhode Islanders of color especially in need of the credit advances payday loans provide. This investigation may focus on state law and policy regarding education, housing, healthcare, human services, and transportation, among others.

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Rhode Island Advisory Committee to the
United States Commission on Civil Rights

U.S. Commission on Civil Rights

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