Date posted: DECEMBER 5, 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 MEETING
40 Commons – Council Chambers
Little Compton, RI

MEETING OF DECEMBER 7, 2023

6:15 – interviews with candidates for two (2) available probationary police officer positions.

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

AGENDA

7:00 P.M.

Salute to the Flag

Public Hearings:

Amendments to Chapter 14 – Zoning Little Compton Town Code as a direct result of recent legislative changes within Title 45 of the RIGL. Proposal includes changes to:

Chapter 14-2.7 – Land nonconforming by area
Chapter 14-5.5 – Accessory Dwelling Units
Chapter 14-9.1 – Enforcement
Chapter 14-9.4 – Voting
Chapter 14-9.5 a – Special Use Permits Standards
Chapter 14-9.6 – Dimensional Variance Standards

Acknowledge comments from Planning Board in file.

Amendments to the following additional Chapters of the Little Compton Town Code:

Chapter 3 – Police Regulations: to include language regarding the use of cannabis in public.
Chapter 4 – Animal Control: to update control and licensing of dogs in town.*
Chapter 5 – Traffic: to increase parking fees.

*Acknowledge comments received via email concerning dog ordinance proposal
Announcements:

- LC Community Center upcoming programs:
  - Army-Navy Game Watch party – Dec 9 - 3 pm
  - UCC Outreach Sponsored Senior Lunch – Dec 20
  - Senior Haircuts every Tuesday 8:30 am to 12 pm $15
  - Boomer Movie – Wed. Dec 27 following Senior Lunch
  - Senior Game/Card Day every Monday after Senior Lunch 1 – 3 pm
  - Computer Help with seniors every Wednesday 11 am – 12 pm
  - After School registration is rolling, inquire at LCCC
  - Circle of Friends on Dec 16, inquire at LCCC for details

Approval of Minutes – November 16, 2023 – Town Council meeting

Department Head Reports:

1. Town Clerk – Activity report for November 2023
2. Police Dept. – Activity report for November 2023
3. Fire Dept. – Activity report for November 2023
4. Finance Director – Monthly report for November 2023
5. Tax Assessor – Monthly Activity Report for November 2023

Old Business:

1. Update from Town Administrator regarding process of a needs assessment for seniors.
2. Update and request for authorized payments received from the LC Housing Trust regarding 184 Colebrook Rd project and 151 Old Harbor Rd project
3. Memorandum from Angela Denham – Senior Christmas Party for Dec. 12th, funding for food and supplies request, and suggested draft language for a mailer about the telephone number designated for senior busing and the Director of Social Services.
4. Ratify action of Town Clerk and Finance Director to submit for the renewal of the Town’s Transfer Station License prior to its expiration and to confirm the expense of $3,000 renewal fee as submitted with said application to RI DEM.

New Business:

1. Request from Police Chief Raynes to purchase (3) Motorola Apex 6000 portable radios to be utilized by patrol members of the LC Police Department. Motorola Solutions is a participant in the state’s master price agreement and is the sole vendor for Motorola products.
2. Consider setting 8 December 2023 as the date by which final budget requests from appointed town officials, boards, committees and agencies under the jurisdiction of the Town Council are due to the Town Administrator, per Charter Section 503.
3. Consider recommending to the Budget Committee the FY25 compensation for the Town Clerk, per Charter Section 502.B.2.
4. Consider appointment of one or two candidates to the LC Police Department.
5. Hazard Mitigation Plan update – overview of project and designation of an Advisory Committee to oversee the update process.
6. Consider approval of Town Administrator’s recommendation to develop an Onsite Wastewater Management Plan.
7. Consider approval of solicitation for administrative services in support of Community Development Block Grant applications.

Board of License Commissioners: none

Communications:

1. Request from the LC Village Improvement Society for the Council to recommend to the Budget Committee on its behalf a stroke in the amount of $10,000 for repair and maintenance of the Brownell House.
2. Abatement list submitted by the Tax Assessor.
3. Application for a Mobile Food Establishment License for Hawaiian Jim’s Shave Ice & Co. II – this license will be the seventh (7th) license if issued. Waiver of limit required.
4. Letter of inquiry to Preserve RI for grant funds for repairs to Meeting Hall at 32 Commons.

Consent:

1. Copy of a letter sent to the Office of the Auditor General by the Council President requesting an extension until 31 January 2024 for the filing of the Town’s FY23 audit report, in accordance with RHIG 45-10-5.
2. Copy of a resolution adopted by the Hopkinton Town Council supporting maintaining the water level of the Pawcatuck River.

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.
Amendment to § 14-2.7 Land Nonconforming by Area

a. Enlargement of Undersized Lots. Lawfully established lots which have less than the minimum area requirements, may be maintained and may be changed by adding additional land to such lots, if recorded with a proper plat plan and with the approval of the Planning Board where otherwise necessary, without prejudice to the rights of the owner of such resulting lots pursuant to the provisions of this section. Any lawfully established lots which have been merged by the owner and shown on the Assessor’s Plats as one lot shall be deemed to be one lot and shall not be redivided, unless in conformance with the dimensional regulations of this chapter, and with the approval of the Planning Board.

b. Use of Substandard Lots of Record. A lawfully established lot that is nonconforming with the dimensional regulations of this chapter, also known as a substandard lot of record, may be used for any use permitted in the district provided that all other requirements of this chapter are met, except that the required side, front and rear yard depths and maximum lot coverage for a substandard lot of record may be reduced to the following:

1. Side yard (each)—Shall be 15% of the lot width measured at the front yard depth but no less than 10 feet in depth for each side yard.
2. Front yard depth—Shall be 15% of the average depth of the lot but no less than 30 feet in depth.
3. Rear yard depth—Shall be 15% of the average depth of the lot but no less than 15 feet in depth.
4. Maximum lot coverage—Shall be 10% of the lot area by all structures; but may be expanded up to a total of 750 square feet of lot coverage, provided that the total habitable floor space therein shall not exceed 750 square feet.

The setback, frontage and/or lot width requirements of the zoning district in which the lot is located shall be reduced and the maximum building coverage requirements shall be increased by the same proportion as the lot area of the substandard lot is to the minimum lot area requirement of the zoning district in which the lot is located. All proposals exceeding such reduced requirement shall proceed with a modification request or a dimensional variance, whichever is applicable.
Zoning Ordinance Amendment - Accessory Dwelling Units

§ 14-5.5 Accessory Uses – Dwelling Units

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

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

1. The lot or parcel of land is located in a residential district and has a minimum lot size of twenty thousand square feet. The lot or parcel of land shall have an absolute minimum area of three acres. The provisions of § 14-2 relating to substandard lots of record shall not apply to allow any new accessory apartment on a lot less than three acres.

2. An accessory apartment shall be located entirely within an owner-occupied principal residential structure which existed on December 10, 1987 and which contains no less than 1,500 square feet of gross floor area (GFA). The accessory apartment shall occupy no greater than 40% of the total GFA of the principal structure excluding the basement.

3. For accessory apartments, there shall be no exterior alteration of the principal structure except for the development of a separate entry and any required safety exits.

4. The accessory dwelling unit apartment shall be designed for year-round occupancy. The accessory dwelling unit apartment shall be provided with a safe and adequate water supply and an individual sewage disposal system approved by the Rhode Island Department of Environmental Management.

5. Any existing principal residence and accessory dwelling unit apartment shall comply with all requirements of the Rhode Island State Building Code, the Rhode Island Housing Maintenance and Occupancy Code, and other Federal, State and local codes, ordinances and regulations and all other applicable provisions of this chapter.

6. All such accessory dwelling units apartments shall require a building permit and certificate of occupancy, whether or not any construction is required.

7. Detached accessory dwelling units shall comply with all dimensional zoning regulations for the district in which the lot is located.
§ 14-9.1 Enforcement.

a. Building Official. It shall be the duty of the Building Official to interpret and enforce the provisions of this chapter in the manner and form and with the powers provided in the laws of the State and in the Charter and Ordinances of the Town. The Building Official shall:

1. Provide for the issuance of modifications from the literal dimensional requirements of the zoning ordinance in the instance of the construction, alteration, or structural modification of a structure or lot of record. The Building Official is authorized to grant modification permits. The zoning ordinance shall permit modifications that are fifteen percent (15%) or less of the dimensional requirements specified in the zoning ordinance. A modification does not permit moving of lot lines. Within ten (10) days of the receipt of a request for a modification, the Building Official shall make a decision as to the suitability of the requested modification based on the following determinations:

   a) The modification requested is reasonably necessary for the full enjoyment of the permitted use;

   b) If the modification is granted, neighboring property will neither be substantially injured nor its appropriate use substantially impaired;

   c) The modification requested does not require a variance of a flood hazard requirement, unless the building is built in accordance with applicable regulations; and

   d) The modification requested does not violate any rules or regulations with respect to freshwater or coastal wetlands.

2. Upon an affirmative determination, in the case of a modification of five percent (5%) or less, the Building Official shall have the authority to issue a permit approving the modification, without any public notice requirements. In the case of a modification of greater than five percent (5%), the Building Official shall notify, by first class mail, all property owners abutting the property which is the subject of the modification request, and shall indicate the street address of the subject property in the notice, and shall publish in a newspaper of local circulation within the city or town that the modification will be granted unless written objection is received within fourteen (14) days of the public notice. If written objection is received within fourteen (14) days, the request for a modification shall be scheduled for the next available hearing before the zoning board of review on application for a dimensional variance following the standard procedures for such variances, including notice requirements provided for under this chapter. If no written objections are received within fourteen (14) days, the Building Official shall grant the modification. The Building Official may apply any special conditions to the permit as may, in the opinion of the Building Official, be required to conform to the intent and purposes of the zoning ordinance. The
Building Official shall keep public records of all requests for modifications, and of findings, determinations, special conditions, and any objections received. Costs of any notice required under this subsection shall be borne by the applicant requesting the modification.

3. Refer all applications for variances greater than 15% of the dimensional requirements specified in the zoning ordinance, special use permits and other appeals to the Zoning Board of Review. The Building Official shall make a determination in writing, within 15 days, to any written complaint received, regarding a violation of this chapter. In order to provide guidance or clarification, the Building Official shall, upon written request, issue a zoning certificate or provide information to the requesting party within 15 days of the written request. Any determination of the Building Official may be appealed to the Board in accordance with Subsection 14-9.7 of this chapter.
The Board shall be required to vote as follows:

a. **Five Four** active members shall be necessary to conduct a hearing. As soon as a conflict occurs for a member, that member shall excuse himself/herself, and shall not sit as an active member and shall take no part in the conduct of the hearing. Only five active members shall be entitled to vote on any issue.

b. The concurring vote of three of five members of the Board sitting at a hearing shall be necessary to reverse any order, requirement, decision or determination of any Zoning Administrative Officer from whom an appeal was taken.

c. The concurring vote of four of the five members of the Board sitting at a hearing shall be required to decide in favor of a majority of members sitting at a hearing shall be required to decide in favor of an applicant on any matter within the discretion of the Board upon which it is required to pass under this chapter, including variances and special use permits.
Zoning Ordinance Amendment - Special Use Permit Standards

§ 14-9.5 a. Special Use Permit

a. Findings. In granting a special use permit, the Board shall require that evidence of the following standards be entered into the record of the proceedings by use category:

1. Residential Uses:
   A. That the special use is specifically authorized by this chapter, and setting forth the exact subsection of this chapter containing the jurisdictional authorization;
   B. That the special use meets all the criteria set forth in the subsection of this chapter authorizing the special use; and
   C. That the granting of the special use permit will not alter the character of the surrounding area or impair the intent or purpose of this chapter;
   D. That the special use will not create a nuisance or hazard in the neighborhood.

2. Business Uses:
   A. That the special use is specifically authorized by this chapter, and setting forth the exact subsection of this chapter containing the jurisdictional authorization;
   B. That the special use meets all the criteria set forth in the subsection of this chapter authorizing the special use; and
   C. That the granting of the special use permit will not alter the general character of the surrounding area or impair the intent or purpose of this chapter;
   D. That the special use will not create a nuisance or hazard in the neighborhood.
§ 14-9.6 Variance

a. General Findings. In granting a dimensional variance, the Board shall require that evidence of the following standards be entered into the record of the proceedings:

1. That the hardship from which the applicant seeks relief is due to the unique characteristics of the subject land or structure and not to the general characteristics of the surrounding area; and not due to a physical or economic disability of the applicants, excepting those disabilities addressed in section 45-24-30 (16) of the General Laws of Rhode Island, as amended.

2. That said hardship is not the result of any prior action of the applicant and does not result primarily from the desire of the applicant to realize greater financial gain.

3. That the granting of the requested variance will not alter the general characteristic of the surrounding area or impair the intent or purpose of this Zoning Ordinance or the Comprehensive Plan of the Town.

4. That the relief to be granted is the least relief necessary.

b. Hardship Findings. The Board shall, in addition to the above standards, require that evidence be entered into the record of the proceedings showing that:

1. In granting a use variance, the subject land or structure cannot yield any beneficial use if it is required to conform to the provisions of the Zoning Ordinance. Nonconforming use of neighboring land or structures in the same district and permitted use of land or structures in an adjacent district shall not be considered grounds for granting a use variance; and

2. In granting a dimensional variance, that the hardship that will be suffered by the owner of the subject property if the dimensional variance is not granted shall amount to more than a mere inconvenience, which shall mean that there is no other reasonable alternative to enjoy a legally permitted beneficial use of one's property, meaning that relief sought is minimal to a reasonable enjoyment of the permitted use to which the property is proposed to be devoted. The fact that a use may be more profitable or that a structure may be more valuable after the relief is granted shall not be grounds for relief.
Little Compton Planning Board

Little Compton Town Council
Town Hall
40 Commons, PO Box 226
Little Compton, Rhode Island 02837

November, 2023

Re: Recommendations Regarding Proposed Zoning Amendments

Dear Town Council Members:

Please accept this correspondence from the Planning Board regarding the proposed amendments to the Little Compton Zoning Ordinance forwarded to the Planning Board by you for review and recommendations. We understand that the proposed amendments are due to the changes mandated by the R.I. General Assembly. The Planning Board's review is pursuant to RIGL § 45-24-51. The findings and recommendations required from the Planning Board are set forth in RIGL § 45-24-52. Basically, the Planning Board must include the statement on the general consistency of the proposals with the Little Compton Comprehensive Plan.

The recommendations of the Planning Board as to the proposed amendments mandated by the General Assembly as set forth in the amendments to the Rhode Island Zoning Enabling Act, RIGL § 45-24-27, et. seq. will be addressed by subject matter:

1. Inclusionary Zoning. The Solicitor mentioned that no amendments to the provisions in § 14-3.1 e are proposed since the existing language complies with the amendments to the Enabling Act. Please note, however, that the amendatory language in RIGL §45-24-46.1 does not require provisions for inclusionary zoning in a zoning ordinance. On that basis, the Town Council may want to consider eliminating § 14-3.1 e to avoid any issues with inclusionary zoning going forward. If the statutory amendments to inclusionary zoning result in an expanded version of inclusionary zoning, it may not be consistent with the provisions of the Comprehensive Plan relating to protection of water quality (NR 1) and maintenance and protection of rural character, visual aesthetics and heritage of the Town (HC 1).

2. Substandard lots of record - § 14-2.7 b. The current ordinance allows for a reduction of 15% for setbacks and 10% for lot coverage for substandard lots of record. The new law requires the reduction for setbacks to be in the same proportion as the lot area of the subject lot to the minimum lot size. At the same time, the lot coverage ratio increases by the same proportion. These provisions are mandatory; however, the Planning Board recommends that a table or appendix be included in the Zoning
Ordinance with a clear formula showing the relative ratios for setback decreases and lot coverage increases.

3. Accessory dwelling units - § 14-5.5. The definition of an accessory dwelling unit is now defined as a unit in a primary dwelling, a detached unit or a unit an accessory structure. The ordinance now has a minimum of three acres for an accessory dwelling unit. The state statute sets the minimum at 20,000 square feet for the lot size. The Planning Board recommends that the phrase “as defined in the subdivision regulations” be added following the phrase “adequate water supply” and also that the reference to “individual sewage disposal system” be replaced with “on site wastewater treatment system.” Please note that the Planning Board additionally recommends that since the literal application of the accessory dwelling units legislation is not in compliance with the Comprehensive Plan, the current provisions in the zoning ordinance relating to accessory dwelling units be deleted in its entirety. Specifically, the proposed ordinance amendment is not in compliance with water quality protection (NR 1) and maintenance and protection of the rural character, visual aesthetics and heritage of the Town (HC 1).

4. Building Official modifications - § 14-9.1 a. The new law mandates that the Building Official is authorized to grant “modification permits.” If the zoning relief needed is 15% or less, the Building Official is required to make a determination as to whether the modification is suitable (the criteria are set forth in the statute). If the zoning relief needed is 5% or less, then the Building Official has the authority to issue the modification with no notice. If the zoning relief needed is between 5% and 15%, the Building Official gives notice to the abutters (and in the newspaper). If there are no timely objections, the modification issues. If there is a timely objection, then the matter is referred to the Zoning Board for a hearing. The Planning Board notes that the amendment will lead to an intensification of the use of individual lots, but that the statutory language is mandatory.

5. Voting - § 14-9.4 – This is a technical change that addresses Zoning Board procedures, but does not bear on land use policy.

6. Special Use Permit standards - § 14-9.5. The new state law requires a town to establish specific and objective criteria for each type of use category. Consistency with a comprehensive plan is barred as a standard of review. The proposal is to set criteria for the two zones in Little Compton, residential and business, and employ the current standards (minus the comprehensive plan standard) for both. If this proposal does not comply with the statutory amendments, the Planning Board recommends eliminating special use permits from the zoning ordinance and making those uses either permitted or not permitted until such time as clarity can be achieved relating to the phrase “specific and objective criteria.”
7. Dimensional Variance standards - § 14-9.6. There are three changes here. 1. The “greater financial gain” standard is eliminated. 2. The “least relief necessary” standard is eliminated. 3. The hardship standard is further defined as “the relief sought is minimal to a reasonable enjoyment of the permitted use to which the property is proposed to be devoted.” This amendment goes to the Zoning Board’s decision process and does not implicate land use policy.

Please let us know if anything further is needed in regard to this matter.

Very truly yours,

Michael Steers
Little Compton Planning Board Chair
§ 3-1 DISTURBING THE PEACE

§ 3-1.1 Statement of Public Policy.
[Ord. 4/10/80 § 1; Ord. 1/7/16; Ord. 9/22/16]

a. Excessive noise is a serious hazard to the public health and welfare and the quality of life in the Town.

b. A substantial body of science and technology exists by which excessive noise can be substantially abated without serious inconvenience to the public.

c. Noise-producing equipment associated with farming and fishing is essential to the quality of life herein and should be allowed to continue at reasonable levels with moderate regulation; and

d. Each person has the right to an environment reasonably free from noise which jeopardizes health or welfare or unnecessarily degrades the quality of life.

e. It is the declared policy of this Town to promote an environment free from excessive noise, otherwise properly called noise pollution, which unnecessarily jeopardizes the health and welfare and degrades the quality of the lives of the residents of this community, without unduly prohibiting, limiting or otherwise regulating the function of certain noise-producing equipment which is not amenable to such controls and yet is essential to the quality of life in the community.

§ 3-1.2 Loudness of Sound Producing Equipment.
[Ord. 4/10/80 § 2; Ord. 1/7/16; Ord. 9/22/16]

a. It shall be unlawful for any person to use, operate, or permit to be played, used or operated any machine or device whose purpose is the production or reproduction of music or the human voice in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the persons who are at the site at which such machine or device is operated and who are voluntary listeners thereto.

b. Indoors, the operation of any such machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

c. Outdoors, the operation of any such machine or device whose purpose is the production or reproduction of music or the human voice between the hours of 9:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at the boundary line of the property on which it is located shall be prima facie evidence of a violation of this section.
d. At all hours, in the Residential Zone, the sound produced must not be disturbing to a person of reasonably sensitive hearing in the accessible area of their properties. In the event of a dispute of sensibility, the sound level must not exceed 55 dBA between 7:00 a.m. and 9:00 p.m. (50 dBA between 9:00 p.m. and 7:00 a.m.) in the accessible area of their properties.

§ 3-1.3 Mufflers Required.
[Ord. 4/10/80 § 3; Ord. 1/7/16]

It shall be unlawful for any person to operate any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

§ 3-1.4 Penalty.
[Ord. 1/7/16]

Any person who violates any provision of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be warned (first offense), fined not exceeding $100 (second offense), $200 (third offense), or $500, and revocation or suspension of any associated license (fourth offense) or punished by imprisonment for not more than 30 days. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such, hereunder. This sequence will restart each calendar year.

§ 3-2 DISORDERLY CONDUCT.

§ 3-2.1 Disorderly Conduct Enumerated.
[Ord. 4/8/76, § 1]

No person, acting alone or in concert with others, may engage in conduct which violates any of the following:

a. Any person who shall act in a violent or tumultuous manner toward another whereby any person is placed in fear of safety of his life, limb or health; or

b. Any person who shall act in a violent or tumultuous manner toward another whereby the property of any person is placed in danger of being destroyed or damaged; or

c. Any person who shall in a public place use "fighting words" or language or words which by their very utterance inflict injury to or tend to incite outrage and immediate turmoil; or

d. Any person who shall use violent and forceful behavior at any time in or near a public place, such that there is a clear and present danger that free movement of other persons will be incapacitated in the lawful exercise of business or amusement; or
e. Any person who shall cause, provoke, or engage in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another; or

f. Any person who shall assemble or congregate with another or others for the purpose of causing, provoking, or engaging in any fight or brawl; or

g. Any person who shall disturb the peace of others by violent, indecent, offensive, or boisterous conduct or language which said conduct or language was calculated to cause anguish or injury to another; or

h. Any person who shall be found roughly crowding or pushing any person in any public place; or

i. Any person who shall throw any stone, or any other missile upon or at any person, vehicle, building or other public or private property; or

j. Any person who shall throw any stone or other missile from any vehicle, either moving, stopped, or parked, upon or at any person, building or other public or private property; or

k. Any person who shall by acts of violence interfere with another's pursuit of a lawful occupation; or

l. Any person who shall urinate, or defecate on any public street, alley, sidewalk or floor of any public building or a building where the public gathers or has access; or

m. Any person who shall wantonly make a false alarm with reference to the request of firefighting apparatus, or cries "fire" in any public place for the sole purpose of causing turmoil; or

n. Any person who shall prow or wander upon the private property of another or peek in the door or window of any inhabited dwelling or home located upon private property without lawful business with the owner or occupant thereof; or

o. Any person who shall congregate with another or others in or on any public way so as to halt the flow of vehicular or pedestrian traffic and refuses to clear such public way when ordered to do so by a peace officer or other person having authority.

§ 3-2.2 Enforcement and Penalty.
[Ord. 4/8/76, § 2; Ord. 6/23/77]

Enforcement of the provision of this section and order of prosecution for any violation thereof is vested in the authority of the Chief of Police. Any person violating any provision of this section shall be punished by a fine of not more than $20 or $250, or by imprisonment not exceeding five days. This section is in addition to and in no way a limitation upon existing Town Ordinances regulating personal conduct.
§ 3-3 ACTIVITIES IN PUBLIC AREAS. § 3-3 DRINKING AND SLEEPING IN ALL PUBLIC AREAS.

§ 3-3.1 Consumption of Alcoholic Beverages in Public Places Areas Prohibited. [Ord. 6/8/78, § 1]

The consumption of alcoholic beverages of any kind or the possession of any open container thereof is prohibited in all public places areas, including but not limited to, outdoor common areas, beaches, parks, athletic and recreational facilities, streets, and other public areas in the Town with the exception of those places licensed for the consumption of alcoholic beverages. It shall be a misdemeanor for any person to consume alcoholic beverages or have in his or her possession any open container thereof, in any public area within the Town.

§ 3-3.2 Sleeping in Public Areas Prohibited. [Ord. 6/8/78, § 2; Ord. 6/29/78]

There shall be no sleeping in any public area of the Town, including beaches, parks, streets, and automobiles parked in any public area, between the hours of 10:00 p.m. and 8:00 a.m. It shall be a misdemeanor for any person to sleep in any public area of the Town except those places which provide sleeping accommodation for transient visitors, or except where special permission has been granted by the Town Council. Requests for special permission shall be filed in writing in the office of the Chief of Police.

The authority of the Town Council in granting permission under the above paragraph in reference to the Town Beach at the South Shore is delegated to the Chairman of the Beach Commission.

§ 3-3.3 Cannabis Smoking/Vaporizing In Public Areas Prohibited

No person shall smoke or vaporize cannabis use any form of cannabis product(s) in public areas, including outdoor common areas, parks, beaches, athletic and recreational facilities, and other public areas.

§ 3-3.4 Penalty

Any person who violates the provisions of this section may be fined $100 for the first offense, up to $250 for a second offense, and up to $500 for a third offense.

§ 3-3.3 Penalty.

Every person found guilty of violating this section shall be fined not more than $20 or imprisoned not more than five days.
§ 3-4 DAMAGING PUBLIC PROPERTY; FALSE ALARMS.

§ 3-4.1 Damage to Public Property; Penalty.
[Ord. 8/11/58, § 1]

Every person who shall willfully injure, damage, or deface any public properties belonging to the Town shall be fined not less than twice the amount of the damage done, unless that amount shall exceed $20; $500. and if that amount shall exceed $20, he shall be imprisoned not exceeding one year.

§ 3-4.2 False Alarms.
[Ord. 6/19/03]

Any business, residence, or other property to which the Police, Fire, or other Town department responds in response to a house false alarm or security device and:

a. There is a malfunction in the system;

b. A pet activates the alarm or device;

c. The owner or another authorized person activates the alarm or device;

d. Any other reason except that which the alarm or device is designed to operate, (including but not limited to break-in, house invasion, burglary, fire) will incur the following penalties:

First offense: Written warning
Second offense: $25 fine
Third offense: $50 fine
Fourth offense and each subsequent offense: $100 per incident

If the Police, Fire, and other Town departments have not responded to a false alarm within a one-year period then all prior offenses will be erased from record and the next such violation will be considered the first offense.

§ 3-5 HUNTING.

§ 3-5.1 Hunting Prohibited Unless Written Permission Is Secured.
[Ord. 2/5/70, § 1]

No person shall hunt, take or kill any wild bird or animal at any time within the Town provided, however, that nothing herein contained shall prohibit an owner or a tenant of land from hunting and killing wild birds or animals thereon and persons who have the consent in writing of the owner or tenant, pursuant to the Fish and Game Laws of the State of Rhode Island.
§ 3-5.2 Permission to Be Countersigned by Chief of Police.
[Ord. 2/5/70, § 2]

No person shall hunt, take, or kill any wild bird or animal at any time on the land of another without a written permit from the owner or tenant of said land countersigned by the Chief of Police or his deputy, pursuant to the Fish and Game Laws of the State of Rhode Island.

§ 3-5.3 Annual Renewal Required.
[Ord. 2/5/70, § 3]

All permits shall be renewed annually and may be revoked by parties issuing the same.

§ 3-5.4 Proximity to Buildings.
[Ord. 2/5/70, § 4]

No person shall discharge any firearm within 500 feet of a dwelling or structure without specific permission of the owner or tenant thereof. It shall be unlawful to hunt along or across a highway.

§ 3-5.5 Violations; Penalty.
[Ord. 2/5/70, § 5; Ord. 6/23/77]

Any person violating any of the provisions of this section shall be fined not more than $20, $250, or imprisonment not exceeding five days.

§ 3-5.6 Hunting on Sunday Prohibited.
[Ord. 10/14/46, § 1, 2; Ord. 11/9/95; Ord. 7/11/02]

a. No person shall use or discharge any weapon of any kind or description, including but not limited to any bow and arrow, rifle, musket, pistol, shotgun, bluncerbuss, or fowling piece in the pursuing of hunting animals or birds in the Town on the first day of the week, commonly known as Sunday. Notwithstanding the above, bow and arrow may be used for the hunting of deer only on private land with written permission of the landowner countersigned by the Chief of Police. The hunter must file with the Chief of Police a copy of his/her valid State of Rhode Island bow-hunting license.

b. Any person violating the provisions of this section shall be fined not exceeding $20 $250 or shall be imprisoned not more than 10 days, for each offense.
§ 3-6. DEFINITIONS.

a. For the purposes of this chapter "cannabis" shall be defined by R.I. Gen. Laws § 21-28.11-3(6), as amended.

b. For the purposes of this chapter, "public area" shall be defined as any place to which the public or a substantial group of persons has access and/or view. A "public area" includes but shall not be limited to any public street or right-of-way of the Town of Little Compton, and associated sidewalks, walkways, trails, parking lots, buildings, and grounds associated with those buildings that are open to the public. All parks, athletic facilities, recreational facilities, and conservation areas owned by the Town of Little Compton shall also constitute public areas.
4-1 Control and Licensing of Dogs

4-1.1 Barking, Biting or Howling Dogs.

a. If a complaint is made to the police department or the Animal Control Officer about any dog within the Town, which, by barking, biting, howling, by reason of doing damage to property, or in any other way or manner, unreasonably disturbs the peace, or annoys any person, the police department or the Animal Control Officer shall investigate the matter. If, after investigation, they shall find facts to warrant the complaint, and if after due notice to the person owning or keeping such dog or permitting such dog to be kept, the police department or Animal Control Officer ascertain that the nuisance is not abated, the police department or Animal Control Officer shall give notice to such person owning or keeping the dog or permitting the dog to be kept to forthwith remove such dog and keep him beyond the limits of the Town; and such person shall thereupon cause such dog to be forthwith removed and kept beyond the limits of the Town. (Ord. 6/11/62, § 2; Ord. 8/23/84, § 1)

b. A dog is considered to “unreasonably disturb the peace” if it causes a disturbance by excessive barking or other noise making for sustained periods of more than one-half hour during the day or night so as to disturb the quiet of a neighborhood or area. This subsection does not apply to a dog guarding, working or herding livestock.

c. A dog is considered a “nuisance” if it damages, soils, defiles, or defecates on private property other than the owner’s or on public property, unless such waste is immediately removed and properly disposed of by the owner of such dog.

4-1.2 Disturbing the Peace or Nuisance, Penalty.

a. The owner(s) deemed to be unreasonably disturbing the peace or a nuisance may be fined according to Chapter 4-6 of this ordinance.

4-1.3 Confinement of Certain Dogs and Other Animals

a. The owner shall confine permanently within a building or secure enclosure, every fierce, dangerous, or vicious dog, and shall not take such dog out of such building or secure enclosure unless such dog is securely muzzled.

b. The owner of every female dog in heat shall keep it confined in a building or secure enclosure, or in a veterinary hospital or boarding kennel, in such a manner that such female dog cannot come in contact with another dog, except for intentional breeding purposes.

c. Any dog described in the foregoing subsections, found at large, may be impounded by the Animal Control Officer.
4-1.4  Miscellaneous Provisions.

a. Immediately upon impounding dogs or other animals the Animal Control Officer or any police officer shall make reasonable efforts to notify the owners of such dogs or other animals, so impounded, and inform such owners of the conditions whereby they may regain custody of such animals. It shall be the duty of the Animal Control Officer to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into his/her custody. Unlicensed dogs that are unclaimed after five (5) days may be placed up for adoption at the discretion of the Animal Control Officer if not claimed by their owner.

b. Under emergency circumstances, the Animal Control Officer or any police officer may destroy any injured or maimed animal after making reasonable efforts to contact the owner of said animal if owner's identification is present on the animal.

c. It shall not be the responsibility of the Animal Control Officer or any police officer to dispose of dogs at owner's request. The owner of a dog or any domestic animal who wishes to dispose of such animal, shall assume all cost and the responsibility for same.

d. Every owner or keeper of a dog shall annually, in the month of April, cause such dog to be licensed from the first day of the ensuing May 1, in the office of the town clerk. Such owner or keeper shall pay to the town clerk the currently required license fee. Any person who shall become the owner or keeper of a dog in the town shall cause the dog to be licensed within 30 days after they becomes the owner or keeper. Every person, owning or keeping a dog not licensed and/or collared according to the provisions of this section shall be fined $25.00, and that fine shall be in addition to all other lawful fees.

e. No license shall be issued for any dog required to be licensed in the town, unless the person making application shall first present to the duly authorized person a current certificate of vaccination or inoculation for said dog from a certified veterinary provider.

f. All complaints made under the provisions of this section shall be made to the Animal Control Officer or any police officer and may be made by telephone or in person at the Little Compton Public Safety Complex.
4-1.5 Investigation.

In the discharge of the duties imposed by this section, the Animal Control Officer or any police officer shall have the authority at all reasonable times to enter upon any premises (but such authority should not include the right to enter any residence on such premises without owner's permission) to examine a dog or other animal which it is reasonable to suspect is in violation of a provision of this section. Such officer shall have the further authority to take possession of any such dog or other animal and remove it from such premises. (Ord. 8/23/84, § 2)

4-1.6 Provisions in Addition to General Law.

Subsections 4-1.1, 4-1.2, 4-1.3, 4-1.4 and 4-1.5 are to be in addition to the provisions set forth in the Rhode Island General Laws, 1956, Title 4, Chapter 13, as amended. (Ord. 6/11/62, § 3; Ord. 8/23/84, § 3)

4-1.7 Enforcement.

Any police officer or Animal Control Officer may, where applicable, enforce the provisions of this chapter. (Ord. 6/11/62, § 5; Ord. 8/23/84, § 4)

4-2 Animals at Large

4-2.1 Leashing of Dogs.

a. No person, being the owner of keeper of or having the charge or custody of any dog, shall allow such dog to run loose off its owner or keeper's property within the Town of Little Compton unless such dog is properly leashed and said leash is controlled by the owner or keeper of such dog. A dog or other animal is considered "leashed" within the meaning of this chapter only when it has a cord or chain attached to its collar or harness and is held by the owner, keeper or competent person leading said animal, who shall have the animal under control. It is unlawful for any owner of a dog to place that dog or allow it to be placed in the custody of any other person not physically capable or maintaining effective control or restricting the dog. Any dog found in this Town off the owner's or keeper's premises, acting in a threatening or menacing manner, or biting or attempting to bite any person so as to constitute a public menace, may be impounded. (Ord. 6/11/62, §1)

4-2.2 Leashing of Dogs, Penalty.

Any person who willfully or negligently permits or allows a dog(s) to wander on or run at large upon any public or private property in the Town other than the property of the owner of the dog(s) may be fined according to Chapter 4-6 of this ordinance.
4-2.3 Animals at Large Prohibited, Penalty.

Any person who willfully or negligently permits or allows any cattle, horse, sheep, goat or pig, or any other animal to escape or stray from its enclosure or restraint onto or to wander on or run at large upon any public or private property in the Town other than the property of the owner of the animal may be fined according to Chapter 4-6 of this ordinance.

4-2.4 Dogs Prohibited on South Shore Beach.

No dogs shall be allowed on South Shore Beach during the hours the beach is open. (Ord. 7/18/91)

4-2.5 Dogs Prohibited on Goose Wing Beach.

Dogs are always prohibited on Goose Wing Beach.

4-3 Aggressive Dogs

4-3.1 Definitions

a. Aggressive dog means any dog that, is determined in writing by a hearing pursuant to the provisions of RIGL § 4-13.1-11, when unprovoked, bites, harms or attacks a human being or other animal either on public or private property; or one who has been determined to be aggressive by another municipality.

b. Enclosure means a fence or structure at least six feet in height; suitable to prevent the entry of young children and suitable to confine an aggressive dog. Such enclosure shall be securely enclosed and locked with secure sides, top and bottom to prevent escape of the dog from the enclosure.

4-3.2 Registration of aggressive dogs required.

a. Any person having custody, ownership or control of an aggressive dog as defined must register said dog with the town.

b. No such dog shall be registered or licensed unless the owner or keeper shall meet the following requirements:

1. The owner or keeper shall present the Town Clerk, proof of liability insurance in the amount of at least $100,000.00 valid for one year from the date of registration and fully paid, covering any damage or injury which may be caused by such aggressive dog.
2. The owner or keeper shall not voluntarily cancel the liability insurance unless they cease to own or keep the aggressive dog.

3. The owner of keeper shall notify the police department within a reasonable amount of time if the aggressive dog is on the loose, has attacked, bitten, or injured, whether provoked or unprovoked and human or another animal or has died or been sold or given away.

4. The owner or keeper must ensure that the aggressive dog is securely muzzled and restrained with a leash not exceeding three feet whenever it is outside the owners dwelling or a secure dog enclosure.

4-4 Care of Dogs

4-4.1 Nourishment.

a. It shall be a violation of this section for an owner or keeper of a dog(s) to fail to provide a dog with adequate feed, adequate clean water, or adequate veterinary care. The adequate veterinary care may be provided by an owner using acceptable animal husbandry practices.

4-4.2 Inclement Weather

a. It shall be a violation of this section for an owner or keeper of a dog(s) to keep a dog outside of adequate shelter during inclement weather.

4-4.3 Tethering

a. It shall be a violation of this section for an owner or keeper of a dog(s) to tether a dog:

1. With a choke type or prong type collar.
2. For more than 10 hours during a 24-hour period.
3. Outside between the hours of 10:00 PM and 6:00 AM, except for a maximum of 15 minutes.

4-4.4 Care of Dogs, Penalty.

a. The owner or keeper of a dog(s) deemed to be in violation of the care of dogs section may have the dog (s) removed from their care and shall be fined according to Chapter 4-6 of this ordinance.
4-5 Fees for Redemption of Impounded Animals

4-5.1 Poundage Fees.

The owner of any animal going at large that has been impounded shall not take the animal out of the shelter until they have paid a one-hundred-dollar ($100.00) impound release fee. Upon payment an animal release form will be provided by the Little Compton Police Department. A grace period for payment of or waiving of the impound release fee shall be at the discretion of the Chief of Police. If the animal in question is a dog and the owner of said dog is a resident of the Town of Little Compton, the resident shall license the dog and obtain an animal release form prior to the dog being picked up from the shelter. (Ord. 7/11/55, § 1; Ord. 8/23/84, § 5)

4-5.2 Regulations Are in Addition to General Laws.

This section is in addition to the provisions of Chapter 641 of the General Laws as amended and is in no way to be construed as a limitation thereof. (Ord. 7/11/55, § 2)

4-6 Schedule of Fines

Under authority granted in Title 4, Chapter 13, Section 1 (4-13-1) of the General Laws of Rhode Island, 1956 as amended, entitled "Regulatory Ordinances-Enforcement", the following procedure is hereby established to permit the enforcement of the Ordinances of the Town of Little Compton pertaining to Chapter IV, Animal Control by pecuniary penalty to be recovered by action of debt which may be offered to the person violating this chapter. Unless otherwise stated in this chapter the following schedule of fees is herein established:

First offense $50.00
Second offense $100.00
Third offense $200.00

Failure by the violator to dispose of any violation in the manner herein provided will be deemed to be a waiver, on the part of the violator to be allowed such privilege, and the Chief of Police will cause a complaint to be filed in the Second Division Court, Newport, Rhode Island.

The Chief of Police is hereby directed to have printed summonses containing information as to the violation being cited, the manner in which the violator may pay for the offense, by paying the prescribed fee to the Town Treasurer, or set forth the date and time for appearance in Court. (Ord. 8/23/84, § 8)
4-7 Filing of Complaints

All complaints made under the provisions of this chapter shall be made to the Animal Control Officer or any police officer and may be made by telephone or in person at the Little Compton Public Safety Complex.
Some people who received this message don't often get email from lctaxpayer@yahoo.com. Learn why this is important.

I'm writing this in concern to the upcoming vote on a leash law. I'm not sure why the town would need a silly law after not having one for all 60 plus years I have lived in town. We already have nuisance and vicious dog laws in place so it can't be because of those reasons. I believe this is not needed and why would it be needed in a farming community like ours? What's next, no roosters, cows, alpacas, horses etc.? I believe dogs should be able to run free under their owners supervisor in public areas. Both my dogs are extremely friendly to all other dogs and every human they have ever met. A majority of dogs are better off leash than they are on leash.

I recommend you do the research on the facts about dogs on leash vs off leash, majority of the research shows they are better off leash. I know mine are. I would like to continue to walk my dogs in public off leash. Please consider voting no and stopping this nonsense before little Compton starts being like other communities and loses its country vibe.
5-15.9 Penalties

All violations referred to in section 5-15 shall carry a fine of $50.00 per violation, excepting a $100.00 fine per violation for violations in areas designated in Schedule XIV No Parking Ban/Tow Zone paragraphs c and d, in addition to any other penalty provided herein. If any fine is not paid within 20 days of the issuance of the Notice of Violation, the fine shall be doubled. If any fine is not paid within 40 days of the issuance of the Notice of Violation the fine shall be tripled.

5A-14 Schedule XIV No Parking Ban/Tow Zone

In accordance with subsection 5-15.4A, no person shall park a vehicle at any time within the tow zone district of any streets or parts of streets as follows:

a. South Shore Road. Beginning at the ticket booth at the Beach, westward and then northerly to the intersection of John Sisson Road and South Shore Road.
b. Shaw Road. Beginning at the intersection of South Shore Road and continuing west to the intersection of Long Pasture Road.
c. Bluff Head Avenue. Beginning at a point on the easterly line of Bluff Head Avenue, which said point is 69+/- feet, more or less from the southwesterly corner of land now or formerly of Point Trapp Company, Inc. at the intersection of the northerly line of Point Street and the easterly line of Bluff Head Avenue and described as follows:

Easterly: By land now or formerly of Point Trapp Company, Inc. designated as Tax Assessor’s Plat 9, Lot 436, distance of 74 feet, more or less; and
Northerly: By land now or formerly of Sakonnet Point Club designated as Tax Assessor’s Plat 9, Lot 433, distance of 33 feet, more or less; and
Southwesterly: By land now or formerly of Sakonnet Point Club designated as Tax Assessor’s Plat 9, Lot 433, distance of 102 feet, more or less; and
Southeasterly: By Bluff Head Avenue a distance of 44 feet, more or less, to the point and place of beginning.

d. Bluff Head Avenue — Point Street. That area encompassing the turnaround (i.e. cul-de-sac) at the intersection of Bluff Head Avenue and Point Street.
November 28, 2023

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

Dear Honorable Town Council,

The Little Compton Community Center requests that you share the following information about our upcoming programs and/or events:

- Navy Band Holiday Show on Saturday December 2nd, 6pm at the Community Center.
- Army-Navy Game Watch Party, Saturday December 9th for 3pm kick off at the Community Center.
- Sponsored Senior Lunch is on December 20th, serving Ham Dinner, sponsored by the UCC Outreach Committee.
- Senior Haircuts are every Tuesday 8:30am to 12pm for $15.
- Boomer Movie on Wednesday December 27th following senior lunch at the Community Center.
- Senior Game/Card Day every Monday after Senior Lunch, 1pm to 3pm.
- Computer Help with the seniors every Wednesday from 11am to 12pm.
- After school registration is rolling, please inquire.
- Circle of Friends is on December 16th, inquire for details.

Please let us know if you have any questions or concerns.

Sincerely,

Amy Mooney
Executive Director
Little Compton Community Center

The Little Compton Community Center is a 501 (c) (3) Organization
Minutes of an Executive Session Town Council meeting held on November 16, A.D. 2023 at 6:30 o’clock PM held in in-person format at the Wilbur McMahon School Media Center, 28 Commons, Little Compton, RI. Members present: Paul J. Golembeske, Andrew Iriarte-Moore, Gary S. Mataronas Patrick McHugh and Robert L. Mushen. Also in attendance: Antonio Teixeira, Town Administrator; Anthony DeSisto, Town Solicitor; William Richmond, Little Compton Agricultural Conservancy Trust, Chair and Dennis Talbot.

Upon opening in open session at 6:32 PM, the Town Council President polled his fellow Councilors as to their wishes to enter into executive session under RIGL §42-46-5(a)(2) to discuss potential litigation. Voting in favor: Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen.

Discussion ensued relating to the Memorandum of Agreement and Quit Claim Deed between Dennis Talbot and the Little Compton Agricultural Conservancy Trust for the property located at 164 John Dyer Road, Plat 45/ Lot 1-2.

At 7:19 PM the Town Council President polled his fellow Councilors as to their wishes to come out of executive session under RIGL §42-46-5(a)(2) to discuss potential litigation. Voting in favor: Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen.

The Council took a brief recess to allow the public to enter into the media center for the open session of this meeting.

The Council President called the meeting back into order at 7:23 PM with a call to Pledge Allegiance to the Flag.

John Dorsey, Esq. representing for Elizabeth Lonardo, Esq. as temporary receiver for RL Flounders Inc. d/b/a RL Flounders advised the Council of status that business has ceased operations and is in receivership. There is a permanent receivership hearing to proceed in Court later this month. The intention is for a marketing and sale process for a proposed disposition of the facility. Attorney Dorsey noted approval of the licenses would allow the marketing package to include the licenses for prospective purchaser.

Councillor Golembeske recused himself from the following matter.

Town Solicitor Anthony DeSisto commented there is an automatic stay and the license is considered property of the receivership estate. He advised the Council that the license would need to be renewed for the receivership to produce all required documents for license to be issued.

The Council President opened a Remonstrants’ Hearing for the purpose of considering the renewal of a Class B-V Beverage License for RL Flounders Inc. d/b/a RL Flounders. Receiving no comments the Remonstrants’ Hearing was closed at 7:28 PM and the following was voted:

**Motion made by Councilor Mataronas, receiving a second by Councilor Iriarte-Moore, all in favor (Iriarte-Moore, Mataronas, McHugh, Mushen) Councilor Golembeske recused from the matter:** To grant the renewal of a Class B-V Retail Beverage License, Entertainment License, Victualing, Holiday Sales and Juke Box licenses to RL Flounders Inc. d/b/a RL Flounders on premises located at 90 Pottersville Road, “c/o John Dorsey, Esq., Court Appointed Receiver, 55 Pine Street, Floor 3, Providence, Rhode Island 02903, contingent upon meeting state and local requirements.

**Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen):** To approve the
Mobile Food Establishment License for LOEI Inc. d/b/a LePages Seafood in a non-self-propelled cart/trailer/bicycle, contingent upon meeting state and local requirements.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mussen): To approve a request from the Little Compton Community Center for Class F Retail Beverage Licenses on December 2 and December 9 for two events to be held at the Community Center, contingent upon meeting state and local requirements.

Motion made by Councilor Mataronas, receiving a second by Councilor McHugh all in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mussen): To approve, as written the November 2, 2023 Town Council meeting minutes.

Motion made by Councilor Golembeske, receiving a second from Councilor Mataronas, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mussen): To place on file the following Department Head Reports for October 2023.

1. Police Department – October Activity Report
2. Town Clerk – October Activity Report
3. Fire Department – October Incident Report
4. Tax Assessor - October Activity Report
5. Building Inspector/Zoning Official - October Activity Report

Motion made by Councilor McHugh, receiving a second from Councilor Iriarte-Moore, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mussen): To dissolve the ad hoc Tennis Court Committee as its work has been completed.

Town Solicitor, Anthony DeSisto provided an overview of the proposed zoning amendments provided by the LC Planning Board.

Motion made by Councilor McHugh, receiving a second from Councilor Golembeske voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mussen): To receive proposed updates on changes to zoning ordinance required by new statewide zoning legislation to be heard on December 7, 2023 public hearing.

Motion made by Councilor Golembeske, receiving a second from Councilor Mataronas, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mussen): To change dates for Council meetings to be held in July 2024 from July 4 and 18 to July 11 and 25.

Town Administrator, Tony Teixeira noted the 2024 municipal road work would include over five miles of roadway John Dyer Road, John Sisson Road, Old West Main Road, Taylor’s Lane and Town Way.

Motion made by Councilor Golembeske, receiving a second from Councilor Iriarte-Moore, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mussen): To approve Town Road work for 2024 as recommended by BETA Engineering.

Council President Mussen provided updates on Senior Services for the past 6 months. The van has been in service since March with a corps of bus drivers and a coordinator for various trips and locations, the Town contributed $6,500.00 received by grant monies from the Office of Healthy Aging for the senior meals program, LC Community Center has increased the number of served lunches and contact has been made with persons knowledgeable in senior’s needs assessment to assist with an assessment for Little Compton.
Angela Denham asked if the Council’s previous suggestion for a feasibility study is being completed. Councilor Mushen noted potential options of 30 Commons and 32 Commons, first floor and the LC Community Center for use as a Senior Center. Angela reiterted a previous request for a mailer to be provided with the new phone contact number for seniors and a senior advocate for all the activities and services for seniors.

Andrea Lemos, Outreach Coordinator from Council of Aging Senior Center in Westport, MA spoke about the services and opportunities offered for seniors in Westport.

Sal Marinosci recommended Amy Mooney of the LC Community Center assist in conducting the needs assessment. Town Administrator Tony Teixeira commented he is awaiting response and will provide further update on the December 7, 2023 Council meeting.

Barbara Passmore asked if the Town van could provide transportation for seniors on Sunday’s for church services.

Motion made by Councilor McHugh, receiving a second from Councilor Mataronas, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To have the Town Administrator compile data and return to the Council with an update at the December 7, 2023 meeting in regards to conducting a needs assessment for seniors.

Motion made by Councilor Mataronas, receiving a second from Councilor Golembeske, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): To place on file a copy of topographical maps sent to the Town from Eabridge Algonquin Gas Transmission LLC for its gas pipeline maintenance project for 2024.

Motion made by Councilor Golembeske, receiving a second from Councilor Mataronas, voting in favor (Golembeske, Iriarte-Moore, Mataronas, McHugh, Mushen): That the bills be allowed and ordered paid as follows: $45,932.02

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<td>Wilbur's General Store - Fire Dept.</td>
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<tr>
<td>Crystal Rock - Fire Dept.</td>
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<tr>
<td>West Parts and Supplies Inc. - Fire Dept.</td>
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<tr>
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<td>Humphrey's - Fire Dept.</td>
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<tr>
<td>Griggs &amp; Browne - Public Safety Complex (fire)</td>
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<tr>
<td>Griggs &amp; Browne - Public Safety Complex (police)</td>
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<td>Paul's Carpet Care - Public Safety Complex</td>
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<td>Petro Home Services</td>
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<tr>
<td>Fire Protection Services, Inc. - 32 Commons</td>
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<td>Fire Protection Services, Inc. - Transfer Station</td>
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<tr>
<td>Fire Protection Services, Inc. - DPW Building</td>
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<tr>
<td>Fire Protection Services, Inc. - 32 Commons</td>
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<tr>
<td>Fire Protection Services, Inc. - Transfer Station</td>
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Fire Protection Services, Inc. - Town hall $186.75
Fire Protection Services, Inc. Public Safety Complex $330.40
Fire Protection Services, Inc. Public Safety Complex $172.50
Casey's Oil & Propane - 32 Commons $237.25
Casey's Oil & Propane - Public Safety Complex $770.53
Casey's Oil & Propane - Town Hall $391.42
Casey's Oil & Propane - 30 Commons $103.49
Traffic Signs & Safety, Inc. - Public Works $240.00

16-Nov-23 $45,932.02

With no further business before the Council the meeting was adjourned at 8:07 PM.

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: Carol A. Wordell, CMC, Town Clerk

Date: Dec. 1, 2023

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

Dump stickers 21 issued  
Recording land evidence 96 instruments recorded  
Dog licenses – 3  
Vital records certified copies issued – 43  
Marriage License issued - 1  
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
- Responsibilities for operation of the Nov. 7th election and follow up documentation.
- Attend the Annual New England City and Town Clerk Conference and education
- Work with Fire Chief and Consultant on needs for Hazard Mitigation Plan update
## Distribution Report - Summary

LITTLE COMPTON COUNTY RI
Carol A. Wordell - Town Clerk

11/1/2023 TO 11/30/2023

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<th>AMOUNT</th>
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<td>Liquor License Class D Full</td>
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<td>Liquor License Class F</td>
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<td>Victualling House / Tavern</td>
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<td>Tires</td>
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<td></td>
<td></td>
<td>920.00</td>
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<td>Transfer Tax - State Over 800K</td>
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<td>10,603.50</td>
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<tr>
<td>Vital Records - State</td>
<td>Marriage License - State</td>
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<td>Vital Copy - State Walk In</td>
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<td></td>
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<tr>
<td>Vital Records - Town</td>
<td>Marriage License - Town</td>
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<tr>
<td></td>
<td>Vital Copy Walk In</td>
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<td></td>
<td>Vital Copy Walk In Additional</td>
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<td>446.00</td>
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<tr>
<td></td>
<td>Grand Total:</td>
<td>29,198.54</td>
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</table>
**Little Compton Police Department**  
60 Simmons Road  
Town of Little Compton, Rhode Island  
Office of the Police Chief

**MEMORANDUM**

Date: December 1, 2023  
To: The Honorable Town Council  
From: Chief Scott N. Raynes  
Subject: Monthly Report for November 2023

---

**November 2023 Patrol Activity**

<table>
<thead>
<tr>
<th><strong>Totals</strong></th>
<th></th>
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<tbody>
<tr>
<td>Calls responded to</td>
<td>1386</td>
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<tr>
<td>Formal Complaints received</td>
<td>26</td>
</tr>
<tr>
<td>Complaints closed this month</td>
<td>7</td>
</tr>
<tr>
<td>Complaints closed (previous month)</td>
<td>4</td>
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<tr>
<td>Motor vehicle citations issued</td>
<td>11</td>
</tr>
<tr>
<td>Motor vehicle warning issued</td>
<td>121</td>
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<tr>
<td>Criminal Arrest</td>
<td>7</td>
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<tr>
<td>Violation of Town Ordinances</td>
<td>6</td>
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<tr>
<td>Accident investigated</td>
<td>13</td>
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<tr>
<td>Burglar alarms</td>
<td>15</td>
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<tr>
<td>Reported deaths</td>
<td>1</td>
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<tr>
<td>Total Gallons of gasoline used</td>
<td>558</td>
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<tr>
<td>Mileage</td>
<td>41,251</td>
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<tr>
<td>Breaking &amp; Entering</td>
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<tr>
<td>Larceny</td>
<td>0</td>
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<tr>
<td>Value of Stolen Property</td>
<td>$0</td>
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</table>
Little Compton Police Department  
60 Simmons Road  
Town of Little Compton, Rhode Island  
Office of the Police Chief  

MEMORANDUM

November 2023 Police Overtime Hours

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Leave replacement</td>
<td>24</td>
</tr>
<tr>
<td>Personal leave replacement</td>
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</tr>
<tr>
<td>Vacation replacement</td>
<td>89</td>
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<tr>
<td>Training replacement</td>
<td>0</td>
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<tr>
<td>Court</td>
<td>22</td>
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<tr>
<td>Town Detail</td>
<td>8</td>
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<tr>
<td>Private Detail</td>
<td>29</td>
</tr>
<tr>
<td>Patrol Supplement</td>
<td>0</td>
</tr>
<tr>
<td>Comp-time replacement</td>
<td>2</td>
</tr>
<tr>
<td>Injured on duty replacement</td>
<td>0</td>
</tr>
<tr>
<td>Blue Riptide/Grant</td>
<td>7</td>
</tr>
<tr>
<td>Military leave replacement</td>
<td>0</td>
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<tr>
<td>Investigation</td>
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Totals: 336

November 2023 Dispatch Overtime Hours

<table>
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<tbody>
<tr>
<td>Sick leave replacement</td>
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<tr>
<td>Personal leave replacement</td>
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<tr>
<td>Vacation replacement</td>
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<tr>
<td>Training replacement</td>
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<tr>
<td>Holiday replacement</td>
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</tr>
<tr>
<td>Comp-time replacement</td>
<td>0</td>
</tr>
<tr>
<td>Weekend replacement</td>
<td>8</td>
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</tbody>
</table>

Totals: 144
Little Compton Police Department  
60 Simmons Road  
Town of Little Compton, Rhode Island  
Office of the Police Chief  

MEMORANDUM

November 2023 Part-time Dispatch Hours

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

Totals:  
48  
0  
8  
0  
0  
0  
0

November 2023 Town fuel log

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<tr>
<th>Gasoline</th>
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<th>November</th>
<th>Total</th>
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<tbody>
<tr>
<td># 1 Unused</td>
<td>76,010.0</td>
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<tr>
<td># 2 Fire department</td>
<td>28,742.1</td>
<td>28,878.5</td>
<td>136.4</td>
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<tr>
<td># Unused</td>
<td>4,223.5</td>
<td>4,223.5</td>
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<tr>
<td># 4 Maintenance</td>
<td>43,256.4</td>
<td>43,410.8</td>
<td>154.4</td>
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<tr>
<td># 5 Highway Department</td>
<td>2,560.2</td>
<td>2,560.2</td>
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<tr>
<td># 6 Senior Bus</td>
<td>5,368.3</td>
<td>5,450.9</td>
<td>82.6</td>
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<tr>
<td># 7 Beach Commission</td>
<td>1,410.1</td>
<td>1,410.1</td>
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<tr>
<td>#8 Police Department</td>
<td>14,611.3</td>
<td>15,203.6</td>
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Total Gasoline: 965.7
**MEMORANDUM**

<table>
<thead>
<tr>
<th></th>
<th>October</th>
<th>November</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td># 1 Fire Department</td>
<td>46,480.8</td>
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<tr>
<td># 2 Unused</td>
<td>11,043.7</td>
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<tr>
<td># 3 Highway Department</td>
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<tr>
<td># 4 Maintenance Department</td>
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<td># 5 Old Senior bus</td>
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**Total Diesel: 307.1**

Respectfully,

John Faria  
Lieutenant  
Deputy Chief
Little Compton Fire Department

November Report

2023
### Incidents By Time And Day

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<thead>
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<th>Time</th>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THR</th>
<th>FRI</th>
<th>SAT</th>
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<tr>
<td>8 PM</td>
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<td>7</td>
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</tbody>
</table>

GRAND TOTAL: 64

### NFPA Part III: Fire And Incident Type Breakdown

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

<table>
<thead>
<tr>
<th>Type</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>4</td>
<td>0</td>
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</tr>
<tr>
<td>2. Apartments (3 or More Families)</td>
<td>0</td>
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<tr>
<td>3. Hotels and Motels</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4. All Other Residential</td>
<td>0</td>
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<td>5. TOTAL RESIDENTIAL FIRES</td>
<td>4</td>
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<tr>
<td>6. Public Assembly</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>7. Schools and Colleges</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>8. Health Care and Penal Institutions</td>
<td>0</td>
<td>0</td>
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<tr>
<td>9. Stores and Offices</td>
<td>0</td>
<td>0</td>
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<td>10. Industry, Utility, Defense, Laboratories</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>11. Storage in Structures</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>12. Other Structures</td>
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<td>13. TOTAL STRUCTURE FIRES</td>
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#### B. Other Fires And Incidents

<table>
<thead>
<tr>
<th>Type</th>
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<th>Deaths</th>
<th>Injury</th>
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<tbody>
<tr>
<td>14a. Fires in Highway Vehicles</td>
<td>0</td>
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<tr>
<td>14b. Fires in Other Vehicles</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>15. Fires Outside of Structures With Value Involved</td>
<td>0</td>
<td>0</td>
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<tr>
<td>16. Fires Outside of Structures With No Value Involved</td>
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<td>0</td>
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<tr>
<td>17. Fires in Rubbish</td>
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<tr>
<td>18. All Other Fires</td>
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<tr>
<td>19. TOTALS FOR ALL FIRES</td>
<td>6</td>
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<tr>
<td>20. Rescue, Emergency Medical Responses</td>
<td>33</td>
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<td>21. False Alarm Responses</td>
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22. Mutual Aid
23a. Hazmat Responses
23b. Other Hazardous Conditions
24. All Other Responses
25. TOTAL FOR ALL INCIDENTS

<table>
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<tr>
<th>Incident Type Category</th>
<th>Occurrences</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Fire/Explosion</td>
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<tr>
<td>Overpressure Rupture</td>
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<td>Hazardous Condition</td>
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<td>Service Call</td>
<td>4</td>
<td>6.3</td>
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<td>Good Intent Call</td>
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<td>10.9</td>
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<tr>
<td>False Call</td>
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<td>Severe Weather/Natural Disaster</td>
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Fixed Property Type Category Breakdown

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<tbody>
<tr>
<td>Public Assembly Properties</td>
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<tr>
<td>Institutional Properties</td>
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<tr>
<td>Residential Properties</td>
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<tr>
<td>Mercantile Properties</td>
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<tr>
<td>Utilities/Technology/Farming/Mining</td>
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<td>Manufacturing Properties</td>
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<tr>
<td>Storage Properties</td>
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Fire District Breakdown

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<tr>
<td>NORTH WEST</td>
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<td>WESTPORT</td>
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Personnel Breakdown

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<tr>
<th>Name</th>
<th>Pers.</th>
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<th>Time</th>
<th>Sheet</th>
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<th>Approving</th>
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<tbody>
<tr>
<td>Unknown</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Lieutenant David A Nickerson</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>17</td>
<td>16</td>
<td>16</td>
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<tr>
<td>Firefighter Jason DaSilva</td>
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<td>0</td>
<td>0</td>
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<td>20</td>
<td>20</td>
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<td>Captain Randall A Watt</td>
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<tr>
<td>Lieutenant Samuel T Hussey</td>
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<td>0</td>
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Apparatus Breakdown

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<th>Responses</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Fire Chief's Car</td>
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<tr>
<td>Fire Prevention Car</td>
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<tr>
<td>Engine 2</td>
<td>31</td>
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<tr>
<td>Forestry Truck</td>
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<td>1.0</td>
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<tr>
<td>Rescue 1</td>
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<tr>
<td>Rescue 2</td>
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<tr>
<td>Squad</td>
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<tr>
<td>Tanker 1</td>
<td>6</td>
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<tr>
<td>TIVERTON ENGINE</td>
<td>1</td>
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<tr>
<td>TIVERTON RESCUE 1</td>
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<td>TIVERTON TANKER</td>
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Incident Type

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<tr>
<td>Not Reported</td>
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<tr>
<td>Fire, other</td>
<td>1</td>
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</tr>
<tr>
<td>Fires in structure other than in a building</td>
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<td>1.6</td>
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<tr>
<td>Cooking fire, confined to container</td>
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<td>1.6</td>
</tr>
<tr>
<td>Chimney or flue fire, confined to chimney or flue</td>
<td>2</td>
<td>3.1</td>
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<tr>
<td>Brush or brush-and-grass mixture fire</td>
<td>1</td>
<td>1.6</td>
</tr>
<tr>
<td>Emergency medical service incident, other</td>
<td>1</td>
<td>1.6</td>
</tr>
<tr>
<td>EMS call, excluding vehicle accident with injury</td>
<td>39</td>
<td>60.9</td>
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<tr>
<td>Service Call, other</td>
<td>3</td>
<td>4.7</td>
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<tr>
<td>Lock-out</td>
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<td>3.1</td>
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<td>Dispatched &amp; canceled en route</td>
<td>3</td>
<td>4.7</td>
</tr>
<tr>
<td>Authorized controlled burning</td>
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<td>1.6</td>
</tr>
<tr>
<td>Central station, malicious false alarm</td>
<td>1</td>
<td>1.6</td>
</tr>
<tr>
<td>Alarm system sounded due to malfunction</td>
<td>2</td>
<td>3.1</td>
</tr>
<tr>
<td>CO detector activation due to malfunction</td>
<td>2</td>
<td>3.1</td>
</tr>
<tr>
<td>Alarm system activation, no fire - unintentional</td>
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<td>3.1</td>
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<tr>
<td>TOTAL</td>
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## Aid Given or Received

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<th>Occurrences</th>
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<td>3.1</td>
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<tr>
<td>Mutual aid received</td>
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<td>7.8</td>
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<td>Mutual aid given</td>
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<td>14.1</td>
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<tr>
<td>None</td>
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<td>75.0</td>
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## Apparatus Use

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<tr>
<td>Other</td>
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<td>Suppression</td>
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<tr>
<td>EMS</td>
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<td>50.0</td>
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<tr>
<td>TOTAL</td>
<td>100</td>
<td>100.0</td>
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</table>

For Districts: All
For Situations: All
For Jurisdictions: All
For Street(s): All
For Location: All
Finance Director Monthly Report
November 2023

Initiatives & Financial Highlights:

- Annual ACOPEB updates submitted
- Tax Delinquent Notices mailed out to taxpayers
- Enrolled Little Compton in EFTPS system allowing direct payments to the U.S. Treasury and IRS
- Storm Water Grant & Overflow Sewer Grant semi-annual reports submitted to R.I Infrastructure Bank via Enable
- Municipal Salary Survey submitted to R.I. League of Cities & Towns
- Community Learning Center Grant application submitted via eCivis to the State of R.I.

Tax Highlights:

- Total tax revenue collected for Current Year, Prior Years and Interest in the month of October was $239,317.78
- Total tax revenue collected for (C,S,I) Current Year, Prior Years and Interest in the month of November are $312,126.06
- Total Tax Delinquency Balances (P) collected in November are $5,068.88
December 4, 2023

To: Town Administrator
   Antonio A. Teixeira

From: Denise M. Cosgrove, RICA
      Tax Assessor

Re: Tax Assessor Department Activity Report

The month of November:

- Met with the Hazard Mitigation group to begin the process of collecting pertinent and critical data to update our plan according to the current FEMA regulations.
- Participated in RIAAO E-Board meeting.
- Concurred with LC ACT personnel concerning multiple data requests. I have begun to compile the assessment data over the past 10 years relative to the needs of the group preparing the finale analysis.
- Inputted Building Permits for review, visiting the many needed for assessment changes.
- Continued to work with building department reviewing details with permits and the Open Government application.
- Continue to update property records, ownership, addresses, etc. as they arise.
- Supported and covered the office of the Tax Collector when needed.

Respectfully submitted,

Denise M. Cosgrove, RICA
Tax Assessor
Memorandum

December 3, 2023

To: Little Compton Town Council

From: Patrick Bowen, Chair, Little Compton Housing Trust

RE: Expenditures

The Housing Trust has been working to acquire several sites in Town to be developed as affordable housing. In order to proceed, the Housing Trust will need to requisition funds from its Town account on a regular basis. Following is an update of current plans and anticipated expenditures.

184 Colebrook Road

The Housing Trust entered into a purchase and sale agreement with Rhode Island Housing to acquire the property for $175,000. To date, the Housing Trust has performed water testing, wetlands determination, survey work, and has in process a wetlands application to DEM for the demolition and rebuild of the existing structure. We anticipate completion of due diligence and purchase of the property by 2/1/2024 with funding from our Town account.

We will be requesting payment of services for the survey and wetlands application in the next month. At closing we will request funds for the acquisition and closing costs including legal, title, and insurance.

151 Old Harbor Road
The Housing Trust has also been working toward acquisition of 4.9 acres of land at 151 Old Harbor Road. To date we have applied for and been approved by Rhode Island Housing for a grant of $200,000 to purchase the property and an additional $110,900 to cover the predevelopment costs necessary to conduct due diligence prior to acquisition as well as professional services necessary to prepare applications for any additional funding needed, planning approvals, and plans and specifications in detail to solicit construction proposals. The Housing Trust will be requesting payment of the preliminary costs of due diligence including engineering services and architectural services. Contracts for Able Engineering and Union Studios were submitted to Rhode Island Housing with the predevelopment application and approved. All costs will be reimbursed by Rhode Island Housing upon execution of their grant agreement and acquisition of the site.

We are currently requesting payment of $2,500 to Able Engineering as a retainer to initiate the engineering services necessary for due diligence to advance this process to a closing anticipated by early January 2024.

We are also requesting a payment of a retainer in the amount of $2,500 to Union to initiate the architectural design process. This contract was also submitted to Rhode Island Housing as part of the submission of the Predevelopment Grant and approved. Costs will be reimbursed when due diligence is completed and the grant agreement signed.

Additional anticipated costs included administrative services. The Housing Trust is in the process of interviewing applicants to provide part time contracted administrative services as approved at the Annual Financial Town meeting.

**Summary of current requests**

Payment of $2,500 to Able Engineering to retain engineering services

Payment of $2,500 to Union Studios to retain architectural services

Approval by the Town Council to waive the Financial Town Meeting in order to proceed with the acquisition of property at 151 Old Harbor Road.
December 7, 2023
Town Council Agenda

Senior Christmas Party
December 12, 2023

Having a Christmas party for all interested seniors.
Needing an amount for food, and supplies up to $400.00

Also rough draft for senior concerns mailed to the community

Contact information for Seniors

Telephone number for “anything” seniors have questions with. This is for information, programs, classes, Senior bus rides and other concerns. You will be directed to the proper office to get your questions answered.

Please keep this number handy.
Remember this is NOT a toll call.

401-777-9700 leave message

Thank you
Angela Denham
RI DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE & RECYCLING FACILITY
LICENSE AND REGISTRATION APPLICATION\(^1\) OR RENEWAL FORM

**STEP 1**

*Fill in the form by using the TAB key to advance to the next entry. Please save this file with your Facility Name and year of submittal as the document name. Example: My facility 2018. For help please contact the Office of Land Revitalization and Sustainable Materials Management (OLRSMM) at 401-222-2797.*

**NOTE:** Those applying for transporter permits should not use this form but submit forms shown on the [Transporter Permit Page](#).

---

**Date of Application or Renewal:**

Facility Name: Little Compton Transfer Station

Facility Site Address: 122 Amy Hart Path, Little Compton, RI 02837

**APPLICANT(S)**

Name(s): Town of Little Compton

Telephone: 401-680-2503

Email Address: cwordell@littlecomptonri.org

Mailing Address: 40 Commons, PO Box 226, Little Compton, RI 02837

**FACILITY OPERATOR**

Name: George Duarte, Sr.

Telephone: 401-777-0060

Email Address: gduarte@littlecomptonri.org

Mailing Address: 40 Commons, PO Box 226, Little Compton, RI 02837

**FACILITY SITE PROPERTY OWNER(S)**

Name(s): Town of Little Compton, RI

Telephone: 401-635-4400

Email Address: cwordell@littlecomptonri.org

Mailing Address: 40 Commons, PO Box 226, Little Compton, RI 02837

---

Digital Copy of Application (email or enclosed): Click or tap here to enter text.
1. Applicants for a new License or Registration to operate a Waste Management Facility shall complete the Business Concern Disclosure Statement found at:

2. APPLICATION AND RENEWAL FEES ARE TO BE PAID BY CHECK OR MONEY ORDER MADE PAYABLE TO:

   **R.I. GENERAL TREASURER**

<table>
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<tr>
<th>Type of Application or Renewal: Check one box: ☒</th>
<th>New</th>
<th>Renewal</th>
<th>Renewal Period (years)</th>
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<td><strong>FACILITY LICENSE TYPE</strong></td>
<td>Application Fee</td>
<td>Renewal Fee</td>
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<tr>
<td>Medical Waste Treatment Facility</td>
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<tr>
<td>Medical Waste Incinerator</td>
<td>$20,000</td>
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<tr>
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<tr>
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<td>DEM</td>
<td>Contact</td>
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**Hazardous Waste Facilities [Account 3765104.03.461038 Cost Ctr 3476 17-18-211]**

| Hazardous Waste Treatment, Storage, Disposal Facility | $25,000 | $10,000 | 5      |
| 72 Hour Temporary Hazardous Waste Storage           | $2000   | $500    | 1      |

Revised May 27, 2018
STEP 2

PRINT THIS APPLICATION FORM AND ATTACH IT TO YOUR PAYMENT AND SUPPORTING DOCUMENTS (EXAMPLE: FACILITY OPERATING PLAN).

STEP 3

PLEASE DELIVER THE SUBMITTAL PACKAGE CONSISTING OF:

1. 1 copy of this application form from step 2.
2. 2 hard copies of Application and supporting documents
3. A digital copy of the application or printout of email transmission of digital copy to RIDEM (OLRSM)
4. Check or money order to the RI General treasurer
5. Business Concern Disclosure Statement (New Facility Applications Only)
6. Copy of notification to Municipality of the proposed activity (New Facility Applications Only)

To:
Mark M. Dennen, Supervising Environmental Scientist
RIDEM/Office of Land Revitalization and Sustainable Materials Management
235 PROMENADE STREET
PROVIDENCE, RI 02908
Mark.dennen@dem.ri.gov

FOR DEPARTMENT USE ONLY:

Fee Amount Received: $__________
Date Received: ________________
Check #: ____________________
Receipt Account: ________
Processed by: ______________
October 17, 2023

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

Honorable Town Council Members,

I am respectfully requesting to purchase three (3) Motorola Apex 6000 portable radios to be utilized by patrol members of the Little Compton Police Department.

These portable radios will be replacing our current inventory of aging radios. The total cost for the equipment is $15,901.05 (quote attached) from an authorized Motorola Solutions vendor. Monies to be drawn from previously approved Capitol Budget Expenditures. Motorola Solutions is a participant in the states master price agreement and the sole vendor for Motorola products. This vendor and products have been utilized by our fire department in the past and continue to provide quality equipment and customer service.

Thank you in advance.

Respectfully,

Scott N. Raynes
Chief of Police
<table>
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<tr>
<th>Line #</th>
<th>Item Number</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit List Price</th>
<th>Est. List Price</th>
<th>Discount %</th>
<th>Discount $</th>
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<td>APX5000 705/800 MODEL 2.5 PORTABLE.</td>
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<td>$3,595.00</td>
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<td>$956.40</td>
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<td>1h</td>
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<td>0.00%</td>
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<td>4</td>
<td>PMMN4099CL</td>
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Net Total: $15,901.05
Estimated Tax: $0.00
Estimated Freight: $0.00
Grand Total: $15,901.05
Town of Little Compton Hazard Mitigation Plan Update

Overview of Project
The Town of Little Compton, in accordance with FEMA’s 5-year update regulations, and in recognition that pre-disaster planning and investments in preventative measures can significantly reduce the impact of natural hazards events and improve post-disaster recovery, is in the process of updating the Town’s 2018 Hazard Mitigation Plan (HMP). As the Town is interested in participating in FEMA’s Community Rating System (CRS) Program, the update will integrate the CRS Activity 510 planning process. This process allows the Town to maximize CRS credit for update while meeting the Disaster Mitigation Act (DMA) of 2000 Hazard Mitigation Plan requirements. This coordinated approach, effectively creating a Hazard Mitigation & Flood Management Plan (HM&FMP), will strengthen the planning process and lead to a well-structured, community-centric plan that addresses risk and vulnerability through a variety of hazard mitigation measures. By meeting all FEMA compliance requirements the Town will be eligible for FEMA grant funding, which can substantially reduce the local costs of mitigation-related projects. Access to FEMA funding is important as over the past three decades, the nation has witnessed an alarming increase in the frequency and impact of large-scale natural disasters resulting in economic disruption and loss of life.

Town Council Authorization of Advisory Committee
In accordance with the CRS Activity 510 planning process, the development of the plan should be guided by an Advisory Committee comprised of Town staff, residents, and other stakeholders. This committee will help ensure the plan reflects the community’s values and priorities. At a minimum the Advisory Committee will meet six times over the next four to five months to assess the likely impact to the Town from flooding, hurricanes, and other natural hazards; establish goals and objectives; and develop a mitigation strategy and action plan aimed at reducing the impacts from future disasters on the people and property in Little Compton.

CRS Activity 510 encourages that the committee be diverse and have equal or greater representation from the public. The proposed Advisory Committee membership is as follows:

<table>
<thead>
<tr>
<th>Little Compton Town Staff (and those boards having regulatory authority)</th>
<th>Members of the Public/Stakeholders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committee Chair Richard G. Petrin, Fire Chief &amp; Emergency Mgt Director</td>
<td>Amy Mooney, Community Center Executive Director</td>
</tr>
<tr>
<td>Carol A. Wordell, CMC, Town Clerk</td>
<td>Ben Gauthier, Harbor Commission Chair</td>
</tr>
<tr>
<td>Dean Simmons, Building Inspector &amp; Zoning Official</td>
<td>Elaine Bristol</td>
</tr>
<tr>
<td>Denise M. Cosgrove, RICA, Tax Assessor</td>
<td>Jason Burchard, Tree Warden, local business owner (Sakonnet Tree Inc.)</td>
</tr>
<tr>
<td>George Duarte, Sr., Director of Public Works</td>
<td>Mike Rocha, CERT Team Member</td>
</tr>
<tr>
<td>Michael Steers, Planning Board Chairman</td>
<td>Rusty Cabot, Agricultural Conservancy Trust Member, local business owner</td>
</tr>
</tbody>
</table>
To: Honorable Town Council

From: Antonio A. Teixeira
Town Administrator

Date: December 7, 2023

Subject: Onsite Wastewater Management Plan

As you are aware, Little Compton does not have an Onsite Wastewater Management Plan. (Please see attached the Summary of RI Municipalities with plans)

Why should we have one? In order for our residents to participate in the Community Septic System Loan Program through the RI Infrastructure Bank at a very low rate to upgrade their septic systems, we must have a plan in place.

Town Council President Robert Mushen, Planning Board Chair Mike Steers, Conservation Commission Chair Don McNaughton and Town Administrator Teixeira have attempted to secure a grant to create the plan but unfortunately the grant was not approved.

We regrouped and reached out to James Riordan of Weston & Sampson who agreed to generate a plan. Attached is a proposal to create such plan at a cost of $25,000.

I suggest that we use the ARPA funds to pay for this important effort.

I request your Honorable Body to authorize me to sign this proposal.

Thank you!
December 1, 2023

Tony Teixeira,
Town Administrator,
PO Box 226,
Little Compton RI 02837

Re: Onsite Wastewater Treatment System Management Plan

Dear Mr. Teixeira:

Weston & Sampson is pleased to submit this proposal to provide the Town of Little Compton (the “Town”) with professional planning and engineering services for development of an onsite wastewater management plan (OWMP). Providing wastewater planning services to municipalities throughout New England for more than a century, Weston & Sampson has developed an excellent reputation as a respected wastewater planning and design firm. Below we provide a scope of work, deliverables, fee, and project schedule to complete this project.

Scope of Work
The following section describes our proposed scope of services. In accordance with RIDEM’s OWMP approval criteria, plans must include the elements outlined below; therefore, Weston & Sampson has structured this part of our proposal around these elements to demonstrate how each requirement will be addressed. RIDEM criteria are shown in italics for reference, the proposed approach for each task follows in plain text.

Task 1: Description of the Management Area.
At a minimum this should include:
   a) Identification of the approximate number, type and locations of onsite wastewater treatment systems (OWTSs).
   b) Map of the Management Area.
   c) Identification of the impacts of failed/failing systems on surface and ground waters.
   d) Analysis of the causes of failures.

Weston & Sampson generally recommends that the entire the Town comprise a management area for the Community Septic System Loan Program (CSSLP) financial assistance program. This approach is typically preferred by RIDEM and will ensure that all cesspools and failing systems except for those that will be tied into sewers in the near term will be eligible for financing under the CSSLP. Maps of the management area will be developed and impacts of failed/failing systems and analysis of causes of failures will be provided in the final OWMP.

Task 2: Description of the community assistance program for the OWTS repair/replacement.
At a minimum this should include:
   a) Nature and extent of assistance (e.g., financial, technical, estimated number of systems to be repaired/replaced, etc.).
   b) Application procedure, municipal organizational structure, and any eligibility criteria.
   c) Methods to advertise assistance.
   d) Identify sources of funding for repairs/replacements of failed systems.

Weston & Sampson proposes to work with the Town to identify and tailor application procedures and financial assistance programs that can be implemented by the Town. We will provide an application procedure and recommended methods of advertisement for an assistance program. It is anticipated that the Town will prefer to use the CSSLP. We will provide a description of this program for inclusion in the final OWMP. A variety of other resources can be described as available methods of assistance such as Community Development Block Grants (CDBG). Weston & Sampson will work with the Town to determine the most effective assistance methods for inclusion in the program.

Task 3: Methods to ensure or encourage regular OWTS maintenance in the Management Area.
Acceptable options include, but are not limited to, any of the following:

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

Weston & Sampson proposes to work with the Town to tailor a method to encourage and ensure regular maintenance and inspection of the management area. Options include a public education brochure, a system for tracking maintenance, and availability of pumpout subsidies. An educational brochure is typically the simplest and easiest mechanism. In prior years, RIDEM has allowed this approach to satisfy the requirement but recently, it is more likely that a variety of methods will be required to satisfy the requirements. Weston & Sampson will work with the Town and RIDEM to determine which mechanisms will best serve Little Compton.

Task 4: Financial Analysis
At a minimum this should include:

- Estimated cost of repairing/replacing failed OWTSs in the area.
- Estimated cost of installing, operating and maintaining systems.
- Estimated itemized costs for OWTS Management Program, as described in items B & C.

Weston & Sampson proposes to provide order-of-magnitude opinions-of-cost for the Town for the following items:

- Approximate cost to replace suspected cesspools (assuming a single approximate cost for system replacement based on literature and experience).
- Approximate cost to repair failed systems (assuming a single approximate cost for system repair based on literature and experience).
- Approximate cost to install conventional sewers for all agreed-upon service areas within the Town (assuming 100% tie-in, i.e., a townwide sewer system).

Task 5: Designated Community Official(s) to manage and administer the Program and Implement the Program

- Create an organizational chart which integrates various departments, i.e., Planning, Finance and Inspection, so that each respective department clearly understands their respective roles and responsibilities as may be described within the Management Plan.

Weston & Sampson proposes to include information regarding the designated community official as provided to us by the Town. This will be accompanied by an organizational chart, providing contact information and identified responsibilities for various departments within the Town. This will aid in providing a clear delineation of tasks for implementation and maintenance of the OWMP.

Task 6: Description of the method of disposal of septage generated by maintenance activities to be conducted as part of the Program.

The purpose of this element of the OWMP is to determine—relying on existing infrastructure—whether adequate capacity exists to properly dispose of septage. To address this criterion, Weston & Sampson will contact up to three prominent septageumpers in the area to inquire as to where they currently dispose of their septage, how much they tip by approximate percentage at each facility they use, and whether they have experienced capacity issues at the specified facilities. Weston & Sampson will also contact up to three locally used septage receiving facilities to determine whether they have the design capacity to accept septage generated by the Town assuming regular pumpouts (e.g., 3- to 5-year basis) from all known OWTSs.

Task 7: Meetings and Public Hearings
We propose the following project meetings and hearings:

- Project Initiation Meeting—During this meeting we will review project approach, schedule, and budget to set clear project objectives. We will also use the project initiation meeting to collect data for development of the OWMP. We assume that data will be provided in digital form that can be readily incorporated into an OWMP.
• Draft OWMP Review Meeting—Once we have developed a draft OWMP, we will provide it to you for review. We then propose to conduct a draft OWMP review meeting approximately one week after providing you the draft OWMP. Comments that we receive will be incorporated into a final draft OWMP for RIDEM’s review.

• A Public Hearing or Meeting for OWMP Approval—We will participate in a public meeting or hearing (e.g., a Town Council hearing) for the purposes of OWMP approval. We assume we will be providing a brief (e.g., 10-minute) presentation of the OWMP using a PowerPoint presentation that we will develop.

**Deliverables**

Deliverables will include a draft and final OWMP with an educational brochure suitable for public education under Task 3. Weston & Sampson proposes produce and submit draft materials to the Town in digital form. Once the Town has approved the plan, Weston & Sampson will submit the plan to RIDEM Office of Water Resources on the Town’s behalf. Typically, RIDEM requires two hardcopies for review, which we will provide. Weston & Sampson will also provide response to comments from RIDEM.

**Fee**

Weston & Sampson proposes to complete the scope of work for a lump-sum fee of $25,000 in accordance with the general terms and conditions of the Rhode Island Division of Purchases Master Price Agreement for Architectural & Engineering Services (MPA 584) (see attached Notice of Contract). Billing will be monthly based on approximate project percent completion.

**Project Schedule**

We anticipate a five-month project schedule from notice to proceed to OWMP public meeting or hearing. To meet this schedule, we assume the following approximate timeframes after notice to proceed:

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<tr>
<th>Project Milestone</th>
<th>Timeframe after Notice to Proceed</th>
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<tr>
<td>Project initiation meeting</td>
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<tr>
<td>Draft OWMP review meeting</td>
<td>12 weeks</td>
</tr>
<tr>
<td>Completed review of draft OWMP by RIDEM</td>
<td>16 weeks</td>
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<td>Public notice of the OWMP</td>
<td>18 weeks</td>
</tr>
<tr>
<td>Public meeting or hearing for the OWMP</td>
<td>20 weeks</td>
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</table>

If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return a copy of this proposal to me (riordanj@wsei.com) as authorization to proceed with performance of the services. Jim can be contacted at 401-497-6705 if you have questions or would like to discuss the proposal.

Thank you for the opportunity to be of service.

Yours very truly,

WESTON & SAMPSON ENGINEERS, INC.

[Signature]

M. James Riordan, LEED AP
Team Leader

[Signature]

Kent M. Nichols, Jr., PE
Vice President

westonandsampson.com
Offices in: MA, CT, NH, VT, NY, NJ, PA, SC & FL
ACCEPTED FOR:
Town of Little Compton, Rhode Island

By: ________________________________

Date: ________________________________

Enclosures – MPA 584 Notice of Contract Purchase Agreement
Notice of Contract Purchase Agreement

State Of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

<table>
<thead>
<tr>
<th>Vendor</th>
<th>WESTON &amp; Sampson Engineers Inc</th>
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<tr>
<td>Address</td>
<td>55 Walkers Brook Dr Reading, MA 01867-3272</td>
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<tr>
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This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local laws, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: https://rules.sos.ri.gov/regulations/part/220-30-00-13

CONTRACT TERM: 07/01/2021 - 06/30/2024

CONTRACT MAY BE RENEWED FOR UP TO ONE (1) ADDITIONAL 12-MONTH PERIOD BASED ON VENDOR PERFORMANCE AND THE AVAILABILITY OF FUNDS.

MASTER PRICE AGREEMENT #584

PROVIDE ENGINEERING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF OSP SOLICITATION

INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED:
Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at:

REGISTRATION REQUIREMENTS
IMMEDIATE VENDOR ACTION REQUIRED:
ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at:
https://www.ridop.ri.gov/osp/osp-vendor-registration.php

STATE PURCHASING AGENT
Nancy R. McIntyre
#OEV21000313 AND THE STATE OF RHODE ISLAND’S GENERAL CONDITIONS OF PURCHASE.

APPROVED FOR THE FOLLOWING ENGINEERING DISCIPLINES:
- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING CATEGORY 1
- ENVIRONMENTAL ENGINEERING CATEGORY 2
- GEOTECHNICAL
- STRUCTURAL
- TRANSPORTATION

STATE AGENCIES MUST REVIEW ALL INSTRUCTIONS AND REQUIREMENTS BEFORE SOLICITING QUOTES IN ACCORDANCE WITH THE AGENCY CONTRACT USER GUIDE.

THE USER AGENCY WILL ISSUE SEPARATE PURCHASE AGREEMENT FOR A SPECIFIC PROJECT. NO WORK SHALL COMMENCE UNTIL ISSUANCE OF THE PURCHASE AGREEMENT AND PURCHASE ORDER RELEASE.

SUPPLIER CONTACT:
Kimberly Plourde
plourdek@wseinc.com

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INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED:
Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get instructions at:

REGISTRATION REQUIREMENTS
IMMEDIATE VENDOR ACTION REQUIRED:
ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROURES(OSP). Get Instructions at:
https://www.ridop.ri.gov/osp/osp-vendor-registration.php

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STATE PURCHASING AGENT
Nancy R. McIntyre

Page 2 of 6
Contract Terms and Conditions

Table of Contents

Terms and Conditions.................................................................4
 PURCHASE ORDER STANDARD TERMS AND CONDITIONS .................4
 TERMS AND CONDITIONS FOR THIS PURCHASE ORDER ..................4
 MPA BID AWARD (STATEWIDE APPLICABILITY) ...............................4
 INSURANCE REQUIREMENTS (ADDITIONAL) ..................................4
 MULTI YEAR AWARD .................................................................4
 PURCHASE AGREEMENT AWARD .............................................4
 CAMPAIGN FINANCE COMPLIANCE .................................................5
 TERMS AND CONDITIONS OF PRICING AGREEMENT ....................5
Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the
CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of $5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of $250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

ARRA SUPPLEMENTAL TERMS AND CONDITIONS
For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:
No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

TERMS AND CONDITIONS OF PRICING AGREEMENT

Page 5 of 6
SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the state's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.
Summary of Rhode Island Municipal Onsite Wastewater Programs

September 2022

The R.I. Department of Environmental Management (DEM) has established minimum standards for onsite wastewater treatment systems throughout the state—Rules Establishing Minimum Standards Relating to Location, Design, Construction and Maintenance of Onsite Wastewater Treatment Systems. The rules are available online at: https://rules.sos.ri.gov/regulations/part/250-150-10-6. DEM also encourages municipalities to establish local programs to meet the onsite wastewater needs of each community. Cities and towns have authority under state law to establish local management programs to encourage or require septic system maintenance. Towns choosing to exercise this authority can develop an onsite wastewater management plan (OWMP) designed to meet local needs. An OWMP describes the elements of the municipal management program for septic systems. Program elements may include, for example, passing an ordinance requiring system inspections, educating homeowners on good practices for system maintenance, or specifying more stringent treatment requirements in environmentally sensitive areas. Once approved by DEM, an OWMP makes a town eligible to apply to the Community Septic System Loan Program (CSSLP). CSSLP has been the primary incentive for towns to develop an OWMP. CSSLP funds come from the State Revolving Fund and are administered through a partnership of the R.I. Infrastructure Bank and Rhode Island Housing. Money is used by participating towns to provide interest-free loans to homeowners to cover the costs associated with septic system repairs and upgrades.

This document provides a brief summary of local onsite wastewater management in Rhode Island. Twenty towns have an approved OWMP; eighteen participate in the CSSLP. The following cities and towns are primarily served by sewers and have not initiated local efforts to manage septic systems: Barrington, Central Falls, East Providence, Lincoln, Newport, North Providence, Pawtucket, Providence, West Warwick, and Woonsocket.

**Bristol:** Much of the Town of Bristol is served by municipal sewers, but some onsite systems are in use. Bristol has an approved OWMP and is participating in the CSSLP. The plan calls for voluntary system inspections and homeowner education.

**Burrillville:** Burrillville does not have an active municipal onsite wastewater management program at this time.

**Charlestown:** Charlestown has an approved OWMP and has a robust municipal onsite wastewater management program in place. The town charter includes a dedicated staff person to run the onsite wastewater program. The town has a wastewater management...
ordinance requiring periodic inspection of onsite systems. The town also maintains a web-based septic system inventory and tracking program, and has implemented a town-wide cesspool phase-out program. Charlestown also participates in the CSSLP.

**Coventry:** Coventry has an approved OWMP and participates in the CSSLP. The OWMP calls for a management program based on improving homeowner awareness, creating a septic system inventory, and promoting voluntary system inspections. The management program focuses on making financial assistance available to repair or replace failed systems and cesspools.

**Cranston:** The City of Cranston is primarily served by sewers and does not have an active municipal onsite wastewater management program at this time.

**Cumberland:** Cumberland does not have an active municipal onsite wastewater management program at this time.

**East Greenwich:** East Greenwich has a municipal sewer system for the area east of Route 2, serving approximately two-thirds of the town’s population. The rest of the town is served by onsite systems. The town does not have an approved OWMP.

**Exeter:** Exeter has an approved OWMP. The plan calls for education and outreach efforts to encourage homeowners to properly maintain septic systems and recommends voluntary system inspections. The town does not yet participate in the CSSLP.

**Foster:** Foster has an approved OWMP. The plan utilizes education and outreach efforts to encourage voluntary system inspections. The town also utilizes a web-based inventory program. The town does not yet participate in the CSSLP.

**Glocester:** Glocester has an approved OWMP and participates in the CSSLP. The OWMP calls for homeowner education and encourages voluntary system inspections.

**Hopkinton:** Hopkinton has an approved OWMP. The plan calls for education and outreach efforts to encourage homeowners to properly maintain septic systems and recommends voluntary system inspections. The town participates in the CSSLP.

**Jamestown:** Jamestown has an approved OWMP and has a municipal onsite wastewater management program in place. The town participates in the CSSLP. Jamestown has an onsite wastewater management ordinance requiring septic system inspections at regular intervals. The town also has a High Groundwater Overlay Zone specifying additional septic system siting and treatment requirements. Jamestown uses a web-based inventory and tracking program to monitor septic system maintenance and track performance.

**Johnston:** Johnston has an approved OWMP and is participating in the CSSLP. The plan calls for education and outreach efforts to encourage voluntary system inspections.

**Little Compton:** Little Compton does not have an active municipal onsite wastewater management program at this time.
Middletown: Middletown does not have an active municipal onsite wastewater management program at this time.

Narragansett: Narragansett has an approved OWMP and participates in the CSSLP. The town does not have an onsite wastewater management ordinance but utilities ordinance requires septic system pumping at least every 4 years, with records submitted to the town.

New Shoreham: The Town of New Shoreham has an approved OWMP and has a municipal onsite wastewater management program in place. The town has an onsite wastewater management ordinance requiring system inspections and maintenance. A town-wide cesspool phase-out program is ongoing. New Shoreham’s zoning ordinance specifies treatment standards based on location and soil conditions. The town also participates in the CSSLP.

North Kingstown: The Town of North Kingstown has an approved OWMP and has a municipal onsite wastewater management program in place. The town has an onsite wastewater management ordinance requiring septic system inspection and maintenance at regular intervals. The town participates in the CSSLP with loan funds administered by the Water Department.

North Smithfield: North Smithfield currently has no formal municipal onsite wastewater management program.

Portsmouth: Portsmouth has an approved OWMP and has a robust municipal onsite wastewater management program in place. The town planning office includes a dedicated program manager to run the onsite wastewater program. The town has a wastewater management ordinance requiring periodic inspection of onsite systems. The town also maintains a web-based septic system inventory and tracking program. The town is implementing a town-wide program to phase out the use of cesspools. In two priority neighborhoods (Portsmouth Park and Island Park) the town is also phasing out the use of unpermitted, substandard systems. Portsmouth participates in the CSSLP.

Richmond: Richmond has an approved OWMP. The plan calls for education and outreach efforts to encourage homeowners to properly maintain septic systems and recommends voluntary system inspections. The town participates in the CSSLP.

Scituate: Scituate has an approved OWMP. The plan utilizes education and outreach efforts to encourage voluntary system inspections. The town also utilizes a web-based inventory program. The town participates in the CSSLP.

Smithfield: Smithfield has an approved OWMP. The plan calls for education and outreach efforts to encourage homeowners to properly maintain septic systems and recommends voluntary system inspections. The town participates in the CSSLP.
**South Kingstown:** South Kingstown has an approved OWMP and has an onsite wastewater management program in place. The town has a wastewater management ordinance requiring inspection of onsite systems. A town-wide cesspool phase-out is nearly complete and all deadlines have now passed. Cesspools discovered via the inspection program had to be upgraded within 5 years of discovery. Cesspools were also required to be upgraded within 12 months of the sale of a property. South Kingstown uses a web-based inventory and tracking program and participates in the CSSLP.

**Tiverton:** Tiverton has an approved OWMP and an onsite wastewater management program, including a management ordinance. The town participates in the CSSLP. The ordinance requires septic system inspection and maintenance and mandates the installation of access risers and effluent filters when systems are repaired or upgraded. The ordinance also established a point-of-sale upgrade requirement for cesspools, now superseded by State law. The Town’s zoning ordinance includes a watershed protection overlay district requiring all cesspools within the Stafford Pond watershed to have been removed from service by 2005. As of 2021, Tiverton is in the process of reorganizing the onsite management program to clarify the respective roles of the town and the Tiverton Wastewater District, the quasi-public agency responsible for the sewer system. The town will take responsibility for ongoing implementation of the onsite management program and the Wastewater District will operate the sewer collection system.

**Warren:** Although much of the Town of Warren is served by sewers, the Touisset Neck section of town is not. The Town has an approved OWMP for the un-sewered areas of town. The plan proposes an aggressive monitoring and oversight program with a web-based inventory and tracking system. Warren participates in the CSSLP. The town will provide up to two pumpouts per year for onsite systems and will provide limited reimbursement towards the cost of operations and maintenance contracts for advanced treatment systems.

**Warwick:** Much of Warwick is sewered, but a significant number of onsite systems remain. The city is in the process of implementing a mandatory sewer tie-in program. Lots with access to municipal sewers are required to abandon their onsite system and connect to the sewer line upon sale of the property.

**West Greenwich:** The Town of West Greenwich does not have an active municipal onsite wastewater management program at this time.

**Westerly:** The Town of Westerly has a municipal sewer system serving the downtown area, corresponding to approximately half the town’s population. The rest of the town is served by onsite systems. Westerly has an approved OWMP and has established a wastewater management district for areas not currently served by sewers and where the Wastewater Facilities Plan indicates sewer extensions are not planned. Within this district, the Town will create a homeowner education and outreach program and create a computerized inventory containing results of voluntary inspections. The town participates in the CSSLP.
To: Honorable Town Council

From: Antonio A. Teixeira
      Town Administrator

Date: December 7, 2023

Subject: RFP for Community Development Block Grant Administrative Services

The agreement we have with Church Community Housing Corporation to service Little Compton with grants from Community Development Block Grants (CDBG) ended June 30, 2023.

Please see attached a copy of the RFP for your review and give authorization to advertise the RFP for Community Development Block Grant Administrative Services.

Thank you!
TOWN OF LITTLE COMPTON
REQUEST FOR PROPOSAL

Community Development Block Grant
Administrative Services
Proposal No. 2023-02

Submission Deadline: **Friday, December 29, 2023 at 3pm**
Little Compton Town Hall
Town Clerk
40 Commons – PO Box 226
Little Compton, RI 02837

**Background**

Little Compton is seeking proposals from qualified entities to provide professional administrative services for the Town’s Community Development Block Grant (CDBG) program and Disaster Recovery (CDBG-DR) program. The entity awarded a contract under this Request for Proposal (RFP) will be responsible for developing, submitting, monitoring, managing, and reporting on the annual CDBG grant applications and any other pertinent grant applications for CDBG funds that may be available from the State of Rhode Island Office of Housing and Community Development (OHCD), as well as management of all CDBG funded activities conducted by sub-recipient entities.

Administrative services will be contracted for Program Years 2023, 2024, and 2025 (July 1, 2023 to June 30, 2025), with the option of extending the contract for an additional two subsequent federal grant years, at the discretion of the Town.

The deadline for submission of proposals is **Friday, December 29 at 3pm**. It is the responsibility of the submitting entity to ensure that the proposal is received prior to the deadline. Any proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The Town assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline will not be considered.

All proposals shall be submitted to:
Carol Wordell, CMC, Town Clerk
40 Commons – PO Box 226
Little Compton, RI 02837

To be considered, one (1) original and three (3) copies of the proposal, and one electronic copy must be received. Proposals must be submitted in a sealed package, clearly marked on the outside: “Community Development Block Grant Administrative Services.”
Any questions or requests for clarification related to the contents of this Request for Proposals or how to submit a proposal must be submitted in writing to Antonio A. Teixeira, Administrator, tteixeira@littlecomptonri.org. All questions must be submitted prior to Thursday, December 21, 2023. Responses will be collected as an amendment to this RFP and shall be made available to all prospective bidders within 48 hours. It is the responsibility of the submitting entity to ensure they have any and all amendments of this RFP.

The Town reserves the right to accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The Town may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

Scope of Work

The successful respondent will collaborate with Town Administrator in developing, submitting, monitoring, managing, and reporting on the annual CDBG grant applications and any other pertinent grant applications for CDBG funds that may be available from the State of Rhode Island Office of Housing and Community Development (OHCD), as well as management of all CDBG funded activities conducted by sub-recipient entities. Scope of work shall include but is not limited to the following:

Annual Application Development
- Help develop and submit the annual CDBG application to the OHCD in partnership with and on behalf of the Town.
- Assist Town staff with solicitation of projects from Town departments, boards, commissions and potential nonprofit sub-recipients.
- Assist Town staff in assembly of application materials for submittal to CHCD.
- Attend public hearings as requested by Town staff.

CDBG and Sub-Recipient Management
- Coordinate contract signing with OHCD.
- Create and coordinate signing of sub-recipient contracts.
- Begin and complete Environmental Reviews / Request for Release of Funds (RROF) of all funded activities as required.
- Provide technical assistance, guidance and administrative oversight for sub-recipient activities.
- Administer the CDBG award received by the Town, including but not limited to:
  - Oversee all projects to ensure projects are on track to completion
  - Ensure compliance with federal and state regulations on employees and vendor personnel, where required.
  - Receive, evaluate, and approve vendor invoices / requisitions and submit them to the Town for payment.
  - Receive and approve requests for payment from sub-recipients/housing rehabilitation projects & submit to Town staff for processing.
  - Prepare and submit drawdown of funds for above to OHCD
Housing Rehabilitation

- Solicit, review and approve applications from property owners for the repair of homes in accordance with all applicable federal, state and local requirements
- Bid and contract for repairs, monitor progress on repairs, and process payments for repairs in accordance with all applicable federal, state and local requirements

Reporting, Documentation, and Record Keeping

- Prepare and submit required reports to OHCD.
- Prepare and submit final CDBG close out reports for grants.
- Prepare and submit all other necessary monitoring and reporting data as required by Town or OHCD.
- Maintain records on compliance, expenditures, grant drawdowns and other pertinent financial and administrative requirements.
- Maintain all records for a period of time to be negotiated with Town. Arrangements can be made to turn all records over to the Town for storage, if necessary.
- Provide copies of all correspondence, reports and notifications with sub-recipients and/or OHCD to the Town in a timely manner following completion of tasks as noted above.

Additional Duties

- Assist the Town in obtaining access to any intermittently funded CDBG opportunities offered by OHCD that the Town would like to access
- Assist the Town and manage funds from other federal or state programs available which further the goals of CDBG activities

**Response Format**

The Town of Little Compton is seeking to contract with a well-qualified professional administration / management firm or consultant experienced in grants, grants management, and contract application and administration. The successful bidder shall have experience with CDBG compliance. Proposals shall be 8.5"x11" organized in the following manner:

1) Statement of Qualifications:
   a. Provide a concise description and history of your organization including its legal status and general background.
   b. Description of knowledge of and experience working with CDBG and related state and federal programs, with an emphasis on recent experience.
   c. Staffing plan, approximate number of hours to be assigned, and relevant experience of individuals to be performing the tasks outlined in this RFP.
   d. A list of references from other governmental units along with contact information and a description of services provided.

2) Budget and Budget Narrative:
   a. Provide your cost proposal to accomplish the scope of work outlined above and for any additional services required. Fee schedule should detail expenses by year for staff hours and other expenses necessary to carry out the requirements of this RFP. The proposal
must include all costs that are necessary to successfully complete the activities described in this RFP.

b. The Town is exempt from the payment of the Rhode Island State Sales and Use Taxes under Rhode Island General Law, 44-18-30, as amended. Further, the Town is also exempt from the payment of any excise or federal transportation taxes. The fee schedule submitted must be exclusive of same, and will be so construed. The Town will execute exemption certificates as required.

**Evaluation Criteria**

The right is reserved, as the interest of the Town may require, to reject any or all proposals, to waive any technical defect or informality in bids received, and to accept or reject any proposal or portion thereof. The Town reserves the right to reject any or all proposals or to accept any proposals deemed to be in the best interest of the Town.

Proposals submitted will be evaluated by a Committee selected by the Town. During the evaluation process, the Committee and the Town reserves the right, where it may serve the Town's best interest to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town, respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

All proposals received will be evaluated and ranked according to the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational Experience</td>
<td>30</td>
</tr>
<tr>
<td>Staffing Plan and Capacity</td>
<td>25</td>
</tr>
<tr>
<td>Technical Approach / Understanding of the Project</td>
<td>25</td>
</tr>
<tr>
<td>Proposed Cost</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**General Information on Submitting Proposals**

1. It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and Municipal laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.

2. EXCEPTIONS: All Proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be
awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in this RFP by signature to the Proposal.

3. COLLUSION: The vendor warrants that he/she has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding.

4. ORAL EXPLANATIONS: The Town shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

5. COST FOR PROPOSAL PREPARATION: All costs associated with developing and submitting a response to this Request, or to provide clarification of its content shall be borne by the vendor. The Town assumes no responsibility for these costs.

6. MODIFICATIONS: Prior to the deadline established for this RFP, changes may be made to proposals already received by the Town if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to proposals shall be accepted after the RFP deadline.

7. TIME FOR ACCEPTANCE: Responses are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the deadline.

8. CONFIDENTIALITY OF PROPOSALS: In submitting its proposal the vendor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the issuing agency, until after the award of the contract. Only those communications with the issuing agency authorized by this RFP are permitted. All vendors are advised that they are not to have any communications with the issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the Town’s purchaser contacts the vendor(s) for purposes of seeking clarification.

9. SUBMISSIONS BECOME PUBLIC RECORD: All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by vendors shall become the property of the Town when received. Vendors are advised that all materials submitted for consideration in response to this Request for Proposal shall be considered to be public records as defined in Title 38, Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

10. PROPRIETARY INFORMATION: Trade secrets or similar proprietary data which the vendor does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent possible. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the proposal which is to
remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by Rhode Island law.

11. VENDOR’S REPRESENTATIVE: Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

12. SUBCONTRACTING: Vendors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

13. ANTI-KICKBACK ACKNOWLEDGEMENT: The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Town who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains. Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Town who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

14. NONDISCRIMINATION: The successful bidder will not discriminate against any employee based on race, creed, color, national origin, sex, sexual orientation, gender identity, age, handicap, religion or religious preference, under any program or activity funded through CDBG or CDBG-DR, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

15. INSURANCE: The successful bidder shall carry sufficient liability insurance and agree to indemnify the Town against all claims of any nature which might arise as a result of the conduct of the work described in this RFP and vendor’s proposal.

16. DISCRIMINATION PROHIBITED: During the performance of the Scope of Work described in this RFP, the vendor must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, creed, color, national origin, sex, sexual orientation, gender identity, age, handicap, religion or religious preference, under any program or activity funded through CDBG or CDBG-DR, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates
of pay or other forms of compensation, and selection for training, including apprenticeship.

17. The vendor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USDA 794); American with Disabilities Act of 1990 (42 USDA 12101 et seq.); Title IX of the Education Amendments of 1972 (20 USDA 1681 et seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, the United States Dept. of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; The United States Dept. of Education Implementing Regulations (34 CFR, Parts 104 and 106); and the United States Dept. of Agriculture, Food and Nutrition Services (7 CFR 272.6).

18. The vendor agrees to comply with all other provisions applicable to law, including but not limited to the Governor’s Executive Order No. 96-14, which prohibits discrimination on the basis of sexual orientation, and RIGL 28-5-5 and 28-5-41.1, relating to gender identity or expression.
November 15, 2023

Dear Little Compton Town Council,

The Little Compton Village Improvement Society, humbly requests that you recommend to the Budget Committee, on our behalf, a stroke in the amount of ten thousand dollars, for the repair and maintenance of the Brownell House. This money has been vital in keeping this house in good repair and open to all for the use of the towns people of Little Compton.

Our mission as put forth in 1913 is:
To promote and support charitable, educational and social activities in the town of Little Compton.

The Brownell House which was entrusted to the Society in 1915 is integral to that mission.

We appreciate your consideration.

All the best,

Mikel Folcarelli
President, LCVIS
Representing the Board
December 4, 2023

To The Honorable Town Council

Dear Council Members:

The Assessor of the Town of Little Compton submits herewith the names of the taxpayers’ whose debts come within the provisions of Section 44-7-14 of the General Laws of Rhode Island, 1956, as amended, with the recommendation that the taxes as herein set forth, together with any interest due on proposed taxes, be canceled by the Honorable Body.

ABATEMENTS: See attached list totaling five thousand, two hundred and four dollars and forty-one cents ($5,204.41).

Respectfully Submitted

Denise M Cosgrove, RICA
Tax Assessor
<table>
<thead>
<tr>
<th>NAME</th>
<th>ACCOUNT#</th>
<th>TYPE: REPL/LOT</th>
<th>ORIGINAL VALUE</th>
<th>NEW ASSESSED VALUE</th>
<th>ABATED VALUE</th>
<th>ABATED TAX AMOUNT</th>
<th>REASON</th>
<th>TAX YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>THREE GUYS REAL ESTATE</td>
<td>20-0411-02</td>
<td>TANGIBLE</td>
<td>$1,000.00</td>
<td>$0.00</td>
<td>-1,000.00</td>
<td>-$9.92</td>
<td>RECOMMENDED PER SOLICITOR, BUSINESS IN TIVERTON, INVESTMENT, MAILING ADDRESS ONLY</td>
<td>2023</td>
</tr>
<tr>
<td>SAKONNET POINT MARINA ASSOCIATION, INC.</td>
<td>19-0049-94</td>
<td>009/0434-3</td>
<td>$6,660,300.00</td>
<td>$5,600,200.00</td>
<td>-$1,060,100.00</td>
<td>-$5,194.49</td>
<td>SUPERIOR COURT SETTLEMENT 2022, MISCALCULATED THE ABATMENT ON 10/20/2023 USING THE ORIGINAL VALUE ASSESSED VALUE OF $5,600,200 instead of $6,660,300.</td>
<td>2022</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-$5,204.41</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MUNICIPAL APPLICATION FOR MOBILE FOOD ESTABLISHMENT LICENSE/PERMIT

1. TYPE: Indicate the type of operation that best describes your mobile food establishment.

<table>
<thead>
<tr>
<th>Please check only one box.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Mobile Food Dispensing Vehicle</td>
</tr>
<tr>
<td>☐ Non-Self-Propelled Cart/Trailer/bicycle</td>
</tr>
</tbody>
</table>

2. BUSINESS INFORMATION

Ownership Type - Please check only one box below:

| ☐ Individual/Sole Proprietor | ☒ Corporation | ☐ Partnership | ☐ Limited Liability Company |
| ☐ Governmental Entity | ☐ Limited Partnership |

Social Security Number (or FEIN for Business): 45-4660603

Ownership Name (Individual or organization who currently owns the business):

Entity Name (List only one):

Hawaiian Jim's Shave Ice & Co. II

DBA (Doing Business As) (if different):

Address: 144 Greystone Ter

City: Portsmouth State: RI Zip Code: 02871

Email Address: hawaiianjims@gmail.com Phone Number: (401) 619 - 5699

Website Address: hawaiianjims.com Social Media (i.e. Facebook, Twitter): Hawaiian Jim's

Social Media (i.e. Facebook, Twitter, Instagram):

Manager In Charge (if different than owner):

Name: Scott Naso

Address: 144 Greystone Ter

City: Portsmouth State: RI Zip Code: 02871

Email Address: scott.naso31@gmail.com Phone Number: (401) 280 - 0950

3. MOBILE FOOD ESTABLISHMENT INFORMATION

Name of Mobile Food Establishment/Truck (If different from Entity name or DBA):

(Provide the address where MFE is located when not operating):

Address: 2451 East Main Rd

City: Portsmouth State: RI Zip Code: 02871

DMV License Plate Number of Truck/Cart/Trailer: 101046

VIN Number: 1N6BF0LY3CN112420
State MFE Registration

OR

□ Mobile Food Establishment Fire Inspection Certificate
  □ Gasoline, diesel or electric generator
  □ Propane or compressed natural gas
  □ Commercial cooking equipment
  □ Fire suppression system

□ Mobile Food Service License from Department of Health (For information, call 401-222-2749)

NOTE: Out-of-State MFEs are required to obtain a license from the Rhode Island Department of Health, even if in possession of a similar license from its home state

□ Valid Motor Vehicle Registration (If applicable)
□ Valid Watercraft Registration (If applicable)
□ Valid Motor Vehicle Insurance (If applicable)
□ Valid Watercraft Insurance (If applicable)
□ State of Rhode Island Retail Sales Permit (For information, call 401-574-8829)

Affidavit of Application

I swear, under penalty of perjury that the information provided in connection with this application is true to the best of my knowledge, with the understanding that any omissions, inaccuracies or failure to make full disclosures may be deemed sufficient reason to deny licensure by the Municipality.

I understand that this is a continuing application and that I have an affirmative duty to inform the Municipality of any changes in the answers to these questions after this application and this Affidavit are signed.

Signature of Authorized Person

Scott Naso
Printed Name of Authorized Person

Owner
Title of Authorized Person

11/20/23
Date of Signature (MM/DD/YY)
Rhode Island Department of Business Regulation  
1511 Pontiac Avenue, Cranston, RI 02920  
Telephone: (401) 462-9506  Fax: (401) 462-9645

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

Scott Naso  
144 Greystone Ter  
Portsmouth, RI 02871

<table>
<thead>
<tr>
<th>Business Entity Name:</th>
<th>DBA (Doing Business As):</th>
<th>Name of Mobile Food Establishment/Truck:</th>
<th>DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hawaiian Jim's Shave Ice &amp; Co.,</td>
<td>Hawaiian Jim's Shave Ice</td>
<td>RI-101046</td>
<td></td>
</tr>
</tbody>
</table>

has met the requirements of the Department of Business Regulation and has been granted this license as a Truck which serves Lemonade/Ice Cream, IN THE STATE OF RHODE ISLAND.

License Number: MFE-258  Expiration Date: May 2, 2024
THE 1772 FOUNDATION

Announcement

2024 Rhode Island Historic Preservation Matching Grants for Private Non-Profit Organizations

in cooperation with Preserve Rhode Island

The 1772 Foundation has announced that funding in the form of 1:1 matching grants of up to $10,000 will be made available for the following historic preservation projects: exterior painting, finishes and surface restoration, fire detection/lightning protection/security systems, repairs to/restoreation of porches, roofs and windows, repairs to foundations and sills, and chimney and masonry repointing.

All organizations that wish to be considered should complete our online Letter of Inquiry form

DEADLINE: Letter of Inquiry forms must be submitted by December 4, 2023.
Not all submissions of Letters of Inquiry will result in invitations to submit full applications.

Invited applicants will be notified by December 15, 2023.
Final applications will be due on February 1, 2024.
Grant awards will be announced in April 2024.

Eligibility
- Organizations must have a 501(c)(3) IRS designation.
- Organizations must have closed any previously awarded matching grant to apply.
- Organizations must own the site or have a long-term lease to use the site.
- Funding will not be provided for buildings currently used as schools or houses of worship.

The Foundation will consider the following:
- Matching grants for exterior painting, finishes and surface restoration
- Matching grants to install or upgrade fire detection, lightning protection, and security systems
- Matching grants for repairs to/restoration of porches, roofs, and windows
- Matching grants for structural foundation and sill repair/replacement
- Matching grants for chimney and masonry repointing

Please send any questions to 1772@preserveri.org
Letter of Inquiry: 2024 Rhode Island Historic Preservation Matching Grants for Private Non-Profit Organizations

Please complete this form as a "Letter of Inquiry" by December 4, 2023. All inquiries will be considered and eligible submissions will be invited to complete a full application for our grant program.

Please direct any questions about the grant program or completing this form to 1772@preserveri.org.

Name of organization *

Town of Little Compton

Contact name *

Robert Mushen, Town Council President

Mailing address *

PO Box 226, Little Compton, RI 02837

Contact email address *

rmushen@littlecomptonri.org
Contact phone number *

(401) 635-4529

Site/organization website *

www.littlecomptonri.org

Name of the historic resource for which this project funding will be used *

Buildings in religious use and schools are not eligible

Meeting Hall

Address of historic resource *

32 Commons
Little Compton, RI 02837

Amount of your request *

$10,000.00

Which eligible category or categories does your project fall under? *

☐ exterior painting, finishes and surface restoration

☐ install or upgrade fire detection, lightning protection, and security systems

☐ repairs to/restoration of porches, roofs, and windows

☐ structural foundation and sill repair/replacement

☐ chimney and masonry repointing
Briefly describe the purpose of the grant *

Please review the eligible projects in the program announcement

- Restore/repair worn exterior structures
- Replace defective exterior front stairway
- Repaint exterior surfaces

Please indicate the matching funds you have or plan to have for this grant *

$10,000 of already-approved capital funds

What is the time frame for this project's completion? *

Summer and Fall of 2024.

What is the ownership status of the site? *

Properties must be owned by a 501(c)(3) nonprofit organization or under a long-term lease

- Owned by the Town of Little Compton.

What communities does your organization serve? *
The residents of the Town of Little Compton.

Please attach up to 3 photos that show the front of the building along with the current conditions you wish to address.

Submit

Never submit passwords through Airtable forms. Report malicious form.
Town of Little Compton
Office of the Council President
Post Office Box 226
Little Compton, Rhode Island 02837

20 November 2023

David Bergantino, Auditor General
Office of the Auditor General
State of Rhode Island and Providence Plantations
33 Broad Street, Suite 201
Providence, RI 02903

Dear Mr. Bergantino,

This letter is written to request an extension until 31 January 2024 for the filing of the Town's FY23 audit report, in accordance with RIGL 45-10-5.

Rationale:
- The master file of values of properties maintained by the Agricultural Conservancy Trust (ACT) was found to be different than that maintained by the Finance Department. Since this discrepancy is material, our auditors are requiring the Finance Director and the ACT bookkeeper to reconcile the records of land acquisitions to ensure that the new master file is accurate.
- An extension would also provide the opportunity to remediate an internal control discrepancy identified by our auditors.

Thank you for your consideration.

Sincerely,

[Signature]

Robert L. Mushen
Town Council President
RESOLUTION OF THE TOWN OF HOPKINTON
IN SUPPORT OF MAINTAINING THE WATER LEVEL OF THE
PAWCATUCK RIVER

WHEREAS, the Town of Westerly has taken ownership of the Potter Hill Mill Site, including the Potter Hill Dam; and

WHEREAS, the Town of Westerly and its partners, including engineers, scientists, and community members, are evaluating various options for the Potter Hill Dam that may impact the upstream water levels including removal or lowering of the dam; and

WHEREAS, the Town Council of the Town of Hopkinton has heard from many concerned homeowners and residents of the Town of Hopkinton regarding the negative impacts that could be caused by a drop in the water level upstream from the dam; and

WHEREAS, the Pawcatuck River, in its current state, is a valuable economic and recreational resource that provides substantial benefits to the people of Hopkinton and the owners of riverfront property; and

WHEREAS, lowering the river level could negatively impact the drinking water wells for between 60-100 Hopkinton residents and homeowners; and

WHEREAS, removing or lowering the dam would substantially decrease the width and depth of the river which would increase the size of mudflats, generate foul odor, and decrease the property values of riverfront properties located in Hopkinton; and

WHEREAS, two upstream dam replacements (Bradford and Kenyon) were implemented without any change to the river water levels;

NOW, THEREFORE, BE IT RESOLVED, that the Hopkinton Town Council is opposed to any and all proposals for the Potter Hill Dam that would result in lowered water levels; and

BE IT FURTHER RESOLVED, that the Hopkinton Town Council respectfully requests that the Town of Westerly decline to pursue any options for the dam that could result in lower water levels; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect upon passage; and
BE IT FURTHER RESOLVED, that a copy of this Resolution shall be sent to the Westerly Town Council, to the Clerks of all other cities and towns in Washington County, Rhode Island, and to Hopkinton's members of the RI General Assembly, the Speaker of the RI House of Representatives, President of the RI Senate and the Governor of the State of RI.

Passed as a Resolution of the Hopkinton Town Council this 4th day of December, 2023.

[Signature]
Michael Goary, President
Hopkinton Town Council

ATTEST: [Signature]
Marita D. Murray, CMC
Town Clerk