Date posted: December 15, 2020 by 4:00 P.M.
All items on this agenda are to be discussed and/or acted upon.

TOWN OF LITTLE COMPTON
TOWN COUNCIL
Little Compton, RI 02837

MEETING OF December 17, 2020

Virtual meeting by Zoom and teleconference
Join Zoom webinar: https://zoom.us
Webinar ID: 813 9584 2396
Password: 005707

Dial by location Toll Free numbers:
888 788 0099 or 833 548 0276 or 833 548 0282 or 877 853 5247
Or Alt. phone (NY) 1 646 558 8656

Live streaming at
https://www.youtube.com/channel/UCNoKeOBPqJ3SsEtpzOXHOg

AGENDA
7:00 P.M.

Approval of Minutes - December 3, 2020

* Consent Agenda - All items listed with an asterisk (*) 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be no separate discussion of these items unless a council member or citizen so requests in which event the item will be withdrawn from the General Order of business and considered in the normal sequence on the agenda.

** These items are received and filed with no other action taken.

Announcements:

1. The Town has been awarded a AAA Community Safety Award for 30 years where there have been no pedestrian fatalities in Little Compton
2. Town Hall access restrictions starting Monday, December 21, 2020

Department Head Reports:

1. Building Department – November analytics
2. Tax Assessor – monthly report for November
3. Town Administrator – monthly report for November
4. Dept. of Public Works – monthly activity for November
Old Business:

1. Receive review from the Planning Board on a proposal to extend the business zone on Plat 30, Lot 8-1 for 50 Commons LLC and to consider setting a public hearing to propose amending the zoning district.
2. Approve Special Directive 5 Rev. 5 (Extension of State of Emergency in Town)
4. Council oversight assignments for Code/Charter revisions
5. Status of Municipal Resiliency Program grant application

New Business:

1. Determine date(s) for Town Council meeting(s) for December 2021, potentially consider holding only one meeting during the month.
2. Review and approve Terms of Engagement for Solicitor
3. Consider letters of interest to serve as Town Solicitor
4. Memo from the Town Administrator supporting the Building Inspector/Zoning Officials proposal to amend the town code to increase the late filing fee for permits from $20 to $250
5. To approve an amendment adopted by the LC Housing Trust to include the phrase "or electronic mail" in Article III, 7 and in Article VII, 1 to allow electronic communication for notice of meetings or proposals to amend the By-Laws. Said adopted amendment becomes valid after Town Council approval as per Article VII, 1.

Communications:

1. Request from Daisy Troop Leader, Jill Sartini to use the meeting hall at 32 Commons for a Daisy Troop meeting.
2. Abatement List submitted by the Tax Assessor

Consent:

1. Letter of appreciation to BayCoast Bank
2. Letter of appreciation to Bob Green

Payment of Bills

All are welcome to any meeting at the town, which is open to the public. Individuals requiring communication assistance or any accommodation to ensure equal participation will need to contact the Town Clerk at 635-4400 not less than 48 hours prior to the meeting.
Minutes of a Town Council virtual meeting held December 3rd, AD 2020 via Video and Tele-Conferencing at 7:00 o’clock PM. Councilors present acknowledged by roll call: Paul J. Golembeske, Gary S. Mataronas, Andrew W. Moore, Robert L. Mushen and Anya R. Wallack. Also in attendance: Fire Chief Petrin, Police Chief Raynes, Antonio Teixeira, Town Administrator and Richard S. Humphrey, Town Solicitor.

The Town Clerk called the meeting to order at 7:00 PM and acknowledges the following as successful candidates from the November 3, 2020 election as recently certified by the State Board of Elections and the local Board of Canvassers:

- School Committee – Four (4) year term
  - Hannah C. Ayotte
  - Michael W. Rocha, II

- Town Council – Two (2) year term
  - Paul J. Golembeske
  - Gary S. Mataronas
  - Andrew Wilder Moore
  - Robert L. Mushen
  - Anya R. Wallack

- Town Clerk – Two (2) year term
  - Carol A. Wordell

- Town Moderator – Two (2) year term
  - Scott A. Morrison

The Town Clerk asked for nominations to appoint a President of the Council:

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To nominate and appoint Robert L. Mushen to serve as Town Council President for the ensuing two (2) years.

The meeting was then turned over to Council President Mushen who asked for a call to appoint a Vice President for the Council.

Motion made by Councilor Golembeske, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To nominate and appoint Gary S. Mataronas to serve as Town Council Vice President for the ensuing two (2) years.

Council President Mushen welcomed new member Anya Rader Wallack and thanked former Councilor Larry Anderson for his service to the town.

Motion made by Councilor Mataronas, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen) Councilor Wallack abstained: To approve, as written the Town Council meeting minutes for November 19, 2020.

Motion made by Councilor Mataronas, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To accept and place on file the following Department Head Reports for November 2020:

1. Fire Department
2. Town Clerk
3. Police Department
Motion made by Councilor Mataronas, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To appoint Alpin Chisholm as an Alternate Board of Canvassers member representing the Democratic Party for a term which will expire November 10, 2023.

Larry Anderson, Chair of the Municipal Resiliency Program Core Team gave a brief update on the status of the program. He announced the deadline of January 15, 2021 to file proposals for consideration, awards should be announced by RI Infrastructure Bank on February 22, 2021 leaving the municipalities 2 years to complete the projects. Two (2) categories are still under consideration as potential projects to submit for review, Roads/Stormwater and Beach erosion/stormwater sea mitigation. The Core Team will continue to work with others to develop submittal(s) acknowledging funding limitations.

Mr. Anderson will forward the electronic forms to the Town Clerk for distribution to the Councillors and the Town Solicitor. No actions were taken.

Motion made by Councilor Golembeske, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To accept the Town Council Presidents assignments and appoint the following:

(a) Liaison to Recreation Committee – Town Administrator Antonio A. Teixeira
(b) T.C. Member in charge of Town Hall – Councillor Robert L. Mushen
(c) T.C. Member to have care of Willbour Woods – Councillor Paul J. Golembeske
(d) To have care of Transfer Station – Town Administrator Antonio A. Teixeira
(e) T.C. Members to act as liaison to
   2. Planning Board – Town Councillor Paul J. Golembeske
   3. Conservation Commission and LC Agricultural Conservancy Trust – Town Councillor Anka R. Wallack
   4. Zoning Board of Review – Town Councillor Andrew W. Moore
(f) T.C. Member to Tree Committee – Town Councillor Paul J. Golembeske
(g) T.C. Member to the Housing Trust – Town Councillor Andrew W. Moore
(h) Town Council Member to the Pension Committee – Town Councillor Robert L. Mushen

Motion made by Councilor Golembeske, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To re-appoint Sidney Wordell as Town Sergeant, Susan Brown as Director of Social Services and Wayne Montgomery as Appraiser of Damage Done by Dogs for the coming two (2) years.

Motion made by Councilor Mataronas, receiving a second by Councilor Moore, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To approve a request made by the Town Tax Assessor to post to receive requests for proposals for the 2021 statistical update of real property.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To grant a request made by Barbara Rocha on behalf of the Girl Scouts to place two (2) small signs on Pikes Peak for a few weeks in December to announce how to join the program.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To accept the recommendation of the Town Administrator and allow the purchase of a replacement vehicle under the Capital Plan utilizing the MPA from RI and MA resulting in a lease to own purchase price of $37,689 which will be covered by a trade-in allowance and the Ambulance Reimbursement Funds.
Motion made by Councillor Mataronas, receiving a second by Councillor Golembeske, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): To place the consent calendar on file as follows:

1. Electronic communication from the President of National School Choice Week Committee seeking a proclamation be adopted recognizing January 24-30, 2021 as School Choice Week in Little Compton
2. Special Directive 5 (Revision 4) – Extension of State of Emergency

Motion made by Councillor Golembeske, receiving a second by Councillor Mataronas, voting in favor by roll call (Golembeske, Mataronas, Moore, Mushen and Wallack): That the bills be approved and ordered paid as follows: $29,331.43

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<tr>
<th>Vendor/Department</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Onsite Truck Repair - Highway</td>
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<td>Humphreys - Highway</td>
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<td>Tom's Lawn &amp; Garden - Maintenance</td>
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<td>Verizon - Wastewater Treatment Facility</td>
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<td>Don's Mortir Inc - Harbor Management Fund</td>
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<td>Nationalgrid - Street Lights</td>
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<td>Everlasting Designs - computer</td>
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<td>Cox - 32 Commons</td>
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<tr>
<td>Cox - Computer</td>
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<td>NE Trauma Services - Town Hall - COVID expense</td>
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<td>Paychex of New York LLC - Treasurer</td>
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<td>Petro - Diesel</td>
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<td>Petro - Gasoline</td>
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<td>East Bay Media Group - zoning board</td>
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<td>KoFile - Town Clerk - RI Hist. Records fund</td>
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<td>East Bay Media Group - Town Council</td>
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<td>WB Mason - Clerk - Assessor - Town Hall</td>
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<td>Goto Services - Public Safety Complex</td>
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<td>GoTo Services - Town Hall</td>
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<tr>
<td>Richard S. Humphreys - Town Solicitor</td>
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<td>Home Depot - Maintenance</td>
<td>$114.47</td>
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</tbody>
</table>
Home Depot - Civic Rec.  $137.85

Being no further business to conduct the Council President declared this meeting adjourned at 7:33 PM.

Carol A. Wordell, CMC, Town Clerk
Good Morning,

I have wonderful news to share regarding a job well done in your community. Congratulations! 2019 marked 30 years in Little Compton where there have been no pedestrian fatalities! Under normal circumstances, we would be inviting you all to celebrate this milestone safety record at our annual AAA Community Traffic Safety Award Luncheon. I would like to schedule a time where I could come by the police station to drop off a plaque to honor your work.

Also, if you would like this announced within a (virtual) Town Council meeting, I would be happy to say a few words. Data demonstrates that pedestrian injuries and fatalities are increasing significantly here in RI and nationally, so your community should be inspired to hold on to this excellent record and continue in the traffic safety efforts that have contributed to this success. As always, our outreach staff at AAA offers free programs to older adults and K-12 students. This year our pedestrian, bike, and driver safety courses have moved to an online or distance learning format https://sites.google.com/view/aaadistancelearning so we can continue our traffic safety education efforts. www.AAA.com/Community lists a “menu” of these programs.

Please let me know when it may be a good time to stop in and take some photos to honor your community!

Sincerely,

Diana Gugliotta, Senior Manager of Public Affairs

AAA Northeast
110 Royal Little Drive, Providence, RI 02904
T 401.868.2000 x2126
dgugliotta@aaanortheast.com
AAA.com

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All totals are down 50% by end of October. Most contractors have long-term projects established as they head into winter months.

- 75 Records Created
- $17,620.25 Revenue Collected
- 97 Inspections Done
- 73 Permits Issued
November 30, 2020

To: Town Administrator
    Antonio A. Teixeira

From: Denise M. Cosgrove, RICA
      Tax Assessor

Re: DEPARTMENT HEAD REPORT

The month of November:

- Compiled end of year review of percentage of completion for all construction projects.
- Set up property visits for construction and sales review where needed in compliances with Covid-19 guidelines.
- Worked with Building Official to correct address discrepancies in Viewpoint permitting system.
- Worked with Building official to notify customers of outstanding permits in Viewpoint permitting system.
- Compiled the RFP for 2021 Statistical Revaluation project submitted for approval.
- Updated ownership, sales records and all files as needed.
- Reviewed and processed Plat Map changes up to date.

Respectfully submitted,

Denise M. Cosgrove, RICA
Tax Assessor
To: Honorable Town Council
From: Antonio A. Teixeira
        Town Administrator
Date: December 17, 2020
Subject: Monthly Report

Town Road Study – BETA Group is preparing a draft for review and near future presentation to the Town Council.

Swamp Road/Long Pasture Road Drainage Project – the project has been completed with the exception of the final paving which will be done in the spring. DPW Director Moore and I met with the residents on-site to clarify some issues and address concerns.

Town Landing Restoration – The Willkie Construction has completed the first phase of the project and will come back in the spring to complete phase two; planting and seeding.

The Director of DEM did visit with us and was very pleased with the project.

Budget Process – A timeline is being distributed and meetings will be set with the Department Heads, Finance Director and I.

Finance Director – The President of the Town Council and I met with Joe for the three (3) month review. We were impressed with his performance thus far. Joe will be setting his goals for the remainder of the FY21.

Wilbour Woods – the Committee continues discussing tasks to be accomplished through the RFP for engineering.

Senior Van – as part of the plan presented by the Stay-at-Home Group, the van was to be trade-in or sold to purchase a new van. We were successful selling it to another municipality – Cranston for $13,500. The van has been delivered.

Town Phones – we have had great difficulty with the desk phones. The two IT Techs – David Vernaglia, Jon Gabriel, President Munesh, Carol and I met to discuss options. We will be able to replace the phones at a very reasonable cost.
Little Compton Department of Public Works

<table>
<thead>
<tr>
<th>Monthly Report:</th>
<th>November 2020</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>activity</td>
<td></td>
<td></td>
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**TRANSFER STATION**

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<th>Transaction</th>
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<th>Tons</th>
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<td>160</td>
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<tr>
<td>Construction Debris</td>
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<td>26</td>
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<tr>
<td>Recycling</td>
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<td>45</td>
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<tr>
<td>Paint recycling</td>
<td>0</td>
<td>units 0</td>
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<tr>
<td>Tires</td>
<td>4</td>
<td>0</td>
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<tr>
<td><strong>TOTSALS</strong></td>
<td>194</td>
<td>231</td>
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<tr>
<td>E-waste</td>
<td>0</td>
<td>containers</td>
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<tr>
<td>Motor Oil used</td>
<td>gallons</td>
<td></td>
</tr>
<tr>
<td>Appliance refrigerant</td>
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<td></td>
</tr>
</tbody>
</table>

DPW repaired and over hauled sander for Little Red Truck

DPW has raised leaves in commons

DPW continues sign placement as needed

DPW placed signs on antique lights around town supplied by garden club

DPW has Dave Sison Contracting once again sub-contractor, driving and repairing Mack Truck sander/ plow the winter season

DPW has Sub-contractor phase 4 with Jesse Ridge Excavation

**DPW will be prepared to plow and sand, and shovel**

Transfer station, Public Safety complex, Town Hall, 30 Commons shop, 32 Commons Odd fellows
Veterans field access (gravel) for school parking and public access

DPW will continue to back up sub-contractors on the roads

DPW will continue to clear remote Fire hydrant areas at 4 locations In Town, West Main near Old Main road, Pottersville near Amesbury The Ponderosa, Shaw road

- maintain refuse from outside town barrels
- Cut lawns and cemeteries for green season
- maintain town roads signage
- general maintenance of town buildings
- 54 trash and recycle barrels throughout town
- 9 weekly, 15 bi-weekly from April - November
- worked on upgrade of stop signs
- maintenance of vehicles, tractors, and trucks

William L Moore, Little Compton, Director of Public Works
Mr. Robert Mullen, Chairman
Little Compton Town Council
Little Compton, RI 02837

December 1, 2020

Dear Chairman:

The Little Compton Planning Board took the following action on December 1, 2020, on the request of 50 Commons, LLC, dated October 30, 2020 which was referred to the Planning Board by the Town Council:

1. Consider a request from the Town Council to extend the business district on Plat 30, Lot 8-1 to include the entire lot rather than only a portion of the lot, per Chapter 14-9.11, made by 50 Commons, LLC.

Property owner Sidney Wordell presented his request in accordance with Little Compton Town Code Chapter 9.11b, which states that this matter has to be referred to the Planning Board for a statement of whether it is consistent with the Comprehensive Plan. After discussion, Mr. Cady made a motion to send a letter to the Town Council stating that per Town Code Chapter 14-1.1 the approval of moving the business line East so that all of Lot 8-1 is in the Business zone would be consistent with the Comprehensive Plan. The lot line itself is to become the property line. This would be consistent with Section H3.b of the Comprehensive Plan, which is residential impact; LU1-d, which is assessment of future development capacity; LU1.e which is zoning regulations; ED.1, which is to support a local economy that creates job opportunities for residents; and ED1.e, support local service industries. Motion seconded by Mr. Murphy. Voting in favor: Mr. Steers, Mr. Cady, Mr. Green, Ms. Suttle, Ms. Woodhouse, Mr. Marinosci, Mr. Ross, and Mr. Murphy. Opposed – None.

Please contact Michael Steers, LC Planning Board Chair (amsteers@gmail.com) for clarification.

Sincerely,

Edith Marion, Clerk

Cc: Peter Medeiros, Little Compton Building Official
Town of Little Compton  
Office of the Council President  
Post Office Box 226  
Little Compton, Rhode Island 02837  

DRAFT  
18 December 2020  

Special Directive 5 (Revision 5)  

Extension of State of Emergency in Town of Little Compton  

WHEREAS, the State of Rhode Island has declared a state of emergency due to the outbreak of COVID-19, as set forth in Executive Order 20-02 issued by Governor Gina M. Raimondo on 9 March 2020, and  

WHEREAS, the Little Compton Town Council on 16 March 2020 adopted a Declaration of Emergency and Emergency Ordinance due to the outbreak of the COVID-19 virus, confirming the authority of the Town Council President to declare a state of emergency in the Town of Little Compton, and  

WHEREAS, said state of emergency in the Town was renewed and amended on 30 April 2020, and subsequently has been extended through 18 December 2020, and  

WHEREAS, further extension is in order due to the continued danger to health and safety.  

NOW THEREFORE, the Little Compton Town Council on 17 December 2020 extended the state of emergency in the Town through 22 January 2021, unless renewed, modified or terminated by subsequent order.  

Robert L. Meshen  
President, Little Compton Town Council
Town of Little Compton  
Office of the Council President  
Post Office Box 226  
Little Compton, Rhode Island 02837

MEMORANDUM

To: Town Council

Re: Revisions to Town Code and Home Rule Charter

This memorandum proposes a plan for updating town ordinances and identifying town charter changes to better reflect the "current conditions" under which we operate.

For each department below, I request that one of you volunteers to assist the Administrator and the Department Head to develop proposed change language for the indicated section(s) of Town Code and Charter. After review and revision by the full Council, Code changes would move through the normal approval process, and Charter changes would be proposed to the electorate per Section 1004.

<table>
<thead>
<tr>
<th>Department</th>
<th>Code Section</th>
<th>Charter Section</th>
<th>Councilor</th>
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<tbody>
<tr>
<td>Solicitor</td>
<td>2-2.3</td>
<td>604</td>
<td>Mushen</td>
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<tr>
<td>Assessor</td>
<td>2-2.5</td>
<td>605, 606</td>
<td>(Wallack)</td>
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<td>Finance</td>
<td>2-2.6</td>
<td>603</td>
<td>(Wallack)</td>
<td></td>
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<td>Public Works</td>
<td>8-1, 8-2</td>
<td>903</td>
<td>(Moore)</td>
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<tr>
<td>Police</td>
<td>3(all), 7-2, 7-3, 16-1</td>
<td>901</td>
<td>(Golembeske)</td>
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<tr>
<td>Fire</td>
<td>7-2, 7-3, 8-3, 8-4, 16-2</td>
<td>902</td>
<td>(Mataronas)</td>
<td></td>
</tr>
</tbody>
</table>

Robert L. Mushen  
Town Council President
Request for Responses (RFR)
Dated: December 2, 2020

RESILIANT RHODY:
MUNICIPAL RESILIENCE PROGRAM (MRP)

Rhode Island Infrastructure Bank (the Bank) is soliciting proposals for
The 2020 Municipal Resilience Program Action Grants

1. Opportunity Summary

A. PROPOSALS SOUGHT FOR: Financial assistance for municipalities who have received
designation as a Resilient Rhody Municipal Resilience Program (MRP) municipality to
implement priority adaptation actions identified through the MRP planning process.

B. OVERVIEW: The Municipal Resilience Program Action Grants support Resilient Rhody, Rhode
Island’s first comprehensive climate resilience action strategy, by providing direct funding to
MRP cities and towns to implement key projects identified through the Community Resilience
Building (CRB) workshops.

C. ELIGIBLE APPLICANTS: MRP Action Grants are open to municipalities who have successfully
completed the CRB process and finalized their Summary of Findings report. See Section 2C for
more details on eligible applicants. Applications from regional partnerships of multiple
municipalities are eligible provided that all applicants are MRP designated municipalities.

D. ELIGIBLE PROJECTS: Funding is to advance priority climate adaptation projects identified by
the municipality to address climate change impacts resulting from extreme weather, sea level rise,
inland and coastal flooding, severe heat, and other climate impacts. Projects that propose nature-
based solutions or strategies that rely on green infrastructure and enhancement of natural
systems to improve community resilience are encouraged.

E. APPLICATION DEADLINE: No later than 4 p.m., Friday, January 15, 2021. See Section 3 for
application submission requirements. Selections are estimated to be announced on or about
F. Funding Availability: Applicants may request up to $300,000 in funding and awards are expected to range from $50,000-$250,000. Exceptions may be made at the review committee’s discretion (See further funding availability in Section 2).

Funding distributions for this program will be made upon execution of a grant agreement between Rhode Island Infrastructure Bank and the municipality.

Eligible applicants may submit more than one proposal in this round. A proposal may contain multiple projects if similar in scope. All proposals are subject to the match requirement.

G. Match Requirement: Applicants must provide a 25% match of the total grant award. The 25% match may be cash or in-kind contributions or a combination of the two, subject to the approval of the Bank. (See further detail on the match requirement in Section 2E.)

H. Total Anticipated Duration of Agreement(s): The grant agreement period will begin on the date the parties execute the agreement or such other date set forth in the agreement. Unless otherwise agreed to by the Bank, funds awarded pursuant to grant agreements issued pursuant to this RFR must be fully spent for costs associated with the approved project on or before December 31, 2022. Applicants must establish a realistic project timeline that meets this end date and are encouraged to consider phasing complex projects to ensure on-time delivery. (See further detail on anticipated duration of contract(s) in Section 2F.)

I. Contact Information:

Shaun O’Rourke, Director of Stormwater and Resilience
Rhode Island Infrastructure Bank
235 Promenade St, Suite 119
Providence, RI 02908
 sorourke@riib.org
2. Performance and Agreement Specifications

A. **Overview:** The Municipal Resilience Program Action Grants will provide direct funding to municipalities who have successfully completed the CRB process and finalized their Summary of Findings report. The MRP Action Grants build on outcomes from the Community Resilience Building workshops. The workshops identify priority adaptation actions from a community-driven, comprehensive assessment of climate hazards across multiple sectors of the municipality, including infrastructural, societal, environmental, and other sectors as chosen by the community. Grants are available for a range of climate change adaptation strategies to reduce risk from and build resilience to climate change impacts, including but not limited to temperature changes, extreme weather, sea level rise, coastal and inland flooding, changes in precipitation.

B. **Eligible Projects:** Eligible projects are required to be identified through the CRB process and improve climate resilience. MRP Action Grant funds are not available for research-related activities such as studies and strategic plans. Eligible projects must fall under Rhode Island Infrastructure Bank’s broad portfolio of programs and include, but are not limited to, dam repair and removal, road elevation, hardening or elevation of pump stations, berms and levees, culvert repair, green stormwater infrastructure, back-up power and energy efficiency, watershed restoration, urban tree planting, and coastal and riparian resiliency.

Applicants should clearly demonstrate how the projects have been designed to better respond to changing climate conditions and to incorporate new climate change data. Projects must include full consideration and incorporation of climate change projections and data that align with the anticipated lifespan of the project and the risk tolerance of the asset. All projects are encouraged to consider the use of nature-based strategies to address climate change impacts, and projects that do so will receive higher scores on their applications.

C. **Eligible Applicants:** This solicitation is open to municipalities who have successfully been designated as MRP Municipalities, have completed the CRB process, and finalized and submitted to the Bank the Summary of Findings report. Applications from regional partnerships of multiple municipalities are eligible provided that all applicants are MRP participating communities. For regional applicants, municipalities should work to submit one application together and one municipality should be prepared to be the fiscal agent for the award.

D. **Available Funding:** Funding amounts for each project are anticipated to range from $50,000-$250,000, depending on scope and need, but may exceed this range at the discretion of Rhode Island Infrastructure Bank.
Eligible applicants may submit more than one proposal in this round. A proposal may contain multiple projects if similar in scope. The number of grants awarded to one applicant is at the Infrastructure Bank's discretion. All proposals are subject to the match requirement in Section 2E.

Funding must be used to implement priority adaptation actions identified in CRB Summary of Findings report.

Funding distributions for this program will be made upon execution of the grant agreement between the Infrastructure Bank and the applicant.

E. **Match Requirement**: Applicants must provide at least 25% of the grant award amount. The 25% match may be cash or in-kind contributions or a combination of the two provided by the Applicant and direct project partners. Any Applicant money that is not currently being used to match other government supported programs can be included as match. All local match must be directly related to the proposed project and tasks and documentation will be necessary to substantiate this. Costs incurred prior to execution of the grant agreement including application preparation costs will not be considered as part of the match requirement. Cash match spending details must be provided. Cash contributions are those funds that will be used to purchase goods or services associated with the project. Cash matching funds can also be achieved through Infrastructure Bank loans. In-kind contributions represent the value of non-cash contributions provided by the Applicant and project partners. In-kind contributions may not exceed 50% of the required match and can be in the form of charges for real property and non-expendable personal property and the value of goods and services directly benefiting and specifically identifiable to the project.

Applicants must include a signed statement from the authorized signatory of the municipality acknowledging and accepting the following:

- The municipality entity commits to match 25% of total project cost using cash or in-kind contributions (or a combination of the two).
- All matching funds provided by the Applicant or direct project partners have been approved and/or appropriated.

E. **Project Terms**: A final grant agreement is subject to negotiation of an approved scope of services. Please note that Rhode Island Infrastructure Bank does not guarantee that any grant agreements may result from this RFP. It is anticipated that projects could commence immediately upon award decision.
F. Anticipated Duration of Agreements: Grant agreements are anticipated to terminate on January 1st, 2023. Deliverables are due by December 31st, 2022. Extension of the grant agreement is at the sole discretion of the Infrastructure Bank and funding may not be available for any extension. Requests for extension are strongly discouraged and will be considered only under extraordinary circumstances. Any extensions granted will not necessarily change, or increase, the monetary value of the grant application.

G. Reporting: If selected for an award, the Applicant will be required to submit monthly progress updates and a final project report which includes a brief project summary communicating lessons learned. The Applicant will be required to be in communication with a point of contact from the Infrastructure Bank throughout the course of the project. Other deliverables are project specific and will be identified at the time of grant agreement and project scoping.

H. Deliverables, Ownership, and Credit Due: All materials, software, maps, reports, and other products produced through the grant program shall be considered in the public domain. All materials created through this opportunity and as a result of this award should credit the Rhode Island Infrastructure Bank, The Nature Conservancy, and Municipal Resilience Program (MRP) program.

I. Invoicing and Payments: Funding distributions for this program will be determined upon execution of the grant agreement.

3. Instructions for Application Submission

A. Evaluation Criteria: A review committee consisting of five members, one from each of the following agencies, Rhode Island Infrastructure Bank, Coastal Resource Management Council, Rhode Island Department of Environmental Management, and Rhode Island Department of Health, and the Rhode Island Office of Statewide Planning, will evaluate all proposals on a competitive basis and select projects provided that applications meet the criteria set forth in this RFR. The review committee reserves the right to reject any or all proposals that do not meet the goals and terms of this RFR. Each proposal will be reviewed based on the following criteria:

- Vulnerability and Climate Change Adaptation (10 points) -- Description of climate change impact(s) or vulnerability(s) in the municipality, identified through the MRP planning process. Include an explanation of potential future vulnerability and risk to public safety, infrastructure, vulnerable populations, public health and natural resources from extreme weather and other climate change impacts, as well as the primary drivers (e.g., economic, environmental, political, or...
other) for engaging in climate change adaptation and resilience activities. Proposals must include a brief description clearly demonstrating advancement of priority action(s) from MRP Summary of Findings report, rationale for why the project was selected for this proposal, and metrics for how success will be measured.

Project Description, Rationale, and Public Benefits (10 points) - Detailed description of the proposed climate change adaptation project and rationale for project selection broken down by specific project tasks and subtasks (where appropriate), as well as the selected climate projections or scenarios if applicable. Each proposed task must describe work that will be completed, including details on methodology, deliverables, and project team members assigned to complete the task. Information about how climate change projections and data will be considered and incorporated into the project design must be provided. The description must include information on how the proposed project supports implementation of priority actions to reduce key vulnerabilities identified through the MRP process. Project rationale should explain why this project was submitted (e.g., top ranked MRP action, highest benefit cost ratio, most feasible project given timeframe, etc.). Also describe how the project will improve community resilience at, adjacent to, and beyond the project site, and how the outcomes will benefit the public and public interest. Projects that utilize nature-based solutions or green infrastructure techniques that build resilience while improving quality of life will receive preference.

Project Feasibility and Transferability (15 points) - Likelihood of project success based on factors such as landowner, public, and partner support; technical feasibility; funding feasibility; technical, financial, and management capacity and qualifications of project team; and regulatory hurdles. Description of transferability of proposed project including how the project approach, techniques, and products can be used by or serve as models for other communities facing similar issues. The description should include any planned details of education and outreach efforts to communicate goals, progress, and lessons learned from the project. Efforts not only to develop transferable, feasible projects, but also to actively share results with other communities will be prioritized.

Community outreach, education, and engagement (10 points) - Description of how the project will engage communities and stakeholders in a creative and equitable way with a detailed approach to the community outreach, education, and engagement process. Description should also include specific stakeholder groups that will be engaged in the project, how feedback will be collected and synthesized to inform the project, and the socially vulnerable communities that this project will impact. Projects that enhance outreach to communities with Environmental Justice (EJ) populations will be given credit as shown in Attachment G: MRP Grant Program Rating System. A detailed description of how EJ communities will be fully engaged as
participants in the process, project benefits to the community, and the learning opportunities offered should be included in this section.

Incorporation of nature-based solutions and strategies (10 points) — Description of how the project will incorporate principles such as low impact design, green infrastructure, natural flood protection, or increased awareness of these types of techniques should be included. Projects that harness the natural environment and focus on soft infrastructure or other innovative solutions may receive priority. If hard infrastructure solutions are proposed, projects should build to enhanced standards, using climate change projections, and should incorporate green infrastructure techniques to strengthen and add resiliency to any new hard infrastructure.

Timeline (10 points) — Detailed timeline with anticipated completion dates for the project, including deliverables by December 31st, 2022. Preference will be given to projects that are either construction-ready (permits in hand) or demonstrated to be able to be completed within the project period.

Scope and Budget (10 points) — Detailed budget, broken down by grant funds and matching funds, for the components of each project task and an explanation of how the funding and other support provided by project partners will ensure success of the project. The in-kind and cash match (at least 25% of total grant amount) that has not been used for other government-supported projects must be documented (please complete and submit Attachment B).

Project Management and Partners (10 points) — The name and qualifications (please include resume and summary of experience) of a municipal employee to serve as the local project manager and point of contact for the grant. Signed support letters from all relevant local boards, departments, commissions, and other partners, such as conservation groups, local businesses, or others, with a commitment for these entities to participate, as necessary, in the project. Projects that involve multiple partners are preferred.

Overall Project Quality (15 points) — The overall quality of the grant application as determined by staff reviewers.

B. APPLICATION SUBMISSION INSTRUCTIONS: Submit proposals electronically via email to Shaun O’Rourke (see Contact Information below) in accordance with the schedule below (see Deadlines and Procurement Calendar).

The Infrastructure Bank is subject to the Access to Public Records Act ("APRA") (RI General Laws Chapter 38-2). Any documents, materials, maps, statements or other information submitted to the Infrastructure Bank may be released in accordance with APRA. Please do not submit any information that the Applicant may not wish to disclose publicly, such as home
addresses or personal telephone numbers, social security numbers, or other similar information.

C. CONTACT INFORMATION:

Shaun O'Rourke, Director of Stormwater and Resilience
Rhode Island Infrastructure Bank
235 Promenade St. Suite 119
Providence, RI 02908
sorourke@riib.org

4. Deadlines and Procurement Calendar

A. RELEASE OF RFR: December 2, 2020

B. APPLICATION DEADLINE: Rolling acceptance, not later than 4 p.m., Friday January 15, 2021

C. ESTIMATED AWARD DATE: Selections are estimated to be announced on or about February 22, 2021

D. LIST OF ATTACHMENTS:

A. Application

B. Budget Template
2020 Municipal Resilience Program Grant Application Form

Municipality: ________________________________

Project Title: ________________________________

Type of Project (select all that apply):
☐ Redesigns and Retrofits of existing infrastructure and natural areas
☐ Energy Resilience Strategies
☐ Flood Protection, Drought Prevention, Water Quality, and Water Infiltration Techniques
☐ Solutions to Reduce Vulnerability to Extreme Heat and Poor Air Quality
☐ Nature-Based Solutions to Reduce Vulnerability to other Climate Change Impacts
☐ Other - please describe: ________________________________

Contact Person: ________________________________

Agency: ________________________________

Address: ________________________________

Telephone (______) ________________________________

Email: ________________________________

Proposed Funding:

Total Project Cost: $ __________

Grant Request: $ __________

Municipal Match (at least 25% of grant request): $ __________
Project Summary (1-2 short paragraphs describing the project):

Project Narrative
Please provide your full project narrative using the prompts. See Section 3A in the RFR for more specifics on each criterion. Use the rating system as a guide for what information should be included in the narrative to ensure the maximum score possible for your project. Responses should be concise (maximum 400 words for each section) and directly align with the prompt. Attachments such as images, drawings, letters, excel spreadsheets, etc. can be included for clarity.

a. Problem This Project Will Address through Climate Change Adaptation – What are the main climate change challenges in your municipality? What is vulnerable to climate change in your municipality? How will this project help to address these challenges and vulnerabilities, as part of a sustainable community approach to resilience?
b. Need for Assistance – Why is this funding critical to project implementation?

c. Project Description
d. **Feasibility and Transferability** – How can this project be a model for other similar projects in your municipality and statewide?

e. **Community Outreach, Engagement, and Education** – How has the municipality engaged residents, organizations, and community groups to build support for the project?
f. Incorporation of Nature-based Solutions and Strategies – Are green elements included in the project?

g. Timeline – When will the project start and finish, including key milestones?
h. **Project Management and Partners** – Who is leading the project and what groups/stakeholders are involved?

9. Attach **Statement of Match** (described in Section 2E)

Date

Signature of Chief Municipal Officer

Name and Title (Typed)

Duration of Term

Mailing Address: __________________________

Telephone: ( ) __________________________
# 2020 Municipal Resilience Program Scope and Budget Template

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(Add lines as necessary and incorporate into existing formulas)

(Note: Match must be at least 25% of total grant request)
Town of Little Compton  
Post Office Box 226  
Little Compton, Rhode Island 02837

Terms of Engagement  

Town Solicitor

8 December 2020

1. The appointment, qualifications, experience, and responsibilities of the Town Solicitor are as specified in Home Rule Charter Section 604 and Town Ordinance 2-2.3.

2. The duties of the Town Solicitor include the following:
   a. Weekly meetings with Town Administrator and, as appropriate, Town Council President. If trial appearance or vacations conflict, meetings may be rescheduled.
   b. Attendance at all Town Council meetings, either personally or by a staff attorney.
   c. Service to Town Boards, Committees, Commissions, with prior approval of Town Council.
   d. Advice to Town Department Heads, with prior approval of Town Administrator.

3. The compensation of the Town Solicitor consists of the following categories:
   a. Salary: for required attendance at Town Council meetings. The salary will be one twelfth of the amount budgeted, and will be paid on the first payday of each month.
   b. Legal Services: a periodic stipend for support and advice to Town officials (Town Council, Town Administrator, Town Clerk, Department Heads) and meeting preparations. The stipend will be one twelfth of the amount budgeted.
   c. Legal Contingency: used for labor arbitrations, Superior Court work, zoning case work/meetings/decisions, complex drafting tasks, unusual or new matters requiring extra effort.

4. When legal work is undertaken that requires specialized support for which the Solicitor may not be best suited, or for which the Solicitor must recuse, that work will be paid from the category Legal Consulting.

5. Terms of Engagement may be changed by mutual agreement of the Town Council and the Solicitor.
November 4, 2020

Via Regular Mail and Hand-delivery to Robert Mushen
Robert Mushen, President
and the Honorable Members of the
Little Compton Town Council
P. O. Box 226
Little Compton, Rhode Island 02837

RE: Position Desired: Town Solicitor

Dear President Mushen and Honorable Members of
the Little Compton Town Council:

I am applying for the position of Little Compton Town Solicitor. I was originally
appointed to the post in 1988. I served as Solicitor from 1988 until 1990. Thereafter, I
have served as Town Solicitor continuously from 1992 until the present.

I have enjoyed serving the Town in the capacity of Town Solicitor. Over the
years, I have been involved in many matters involving the Town of Little Compton
including police prosecutions, zoning and planning matters, civil litigation, Superior
Court hearings, Supreme Court cases and mediations. I have always done my best for
the Town and I hope that the work I have done for the Town speaks favorably for my
application.

As you know, I also have an additional two attorneys in my office, Christina
Dzierzek and Allyson Quay. They assist me in municipal matters. I have great
confidence in their abilities.

I respectfully request re-appointment as Town Solicitor. Thank you for your
consideration. If re-appointed, I propose to work under the financial arrangement
described in my letter dated July 1, 2020. However, our billing rates will be $185.00 per
hour for attorneys in this office and $95.00 per hour for staff time.

Warmest regards,

Richard R. Humphrey
To: Honorable Town Council
From: Antonio A. Teixeira
   Town Administrator
Date: December 17, 2020
Subject: Proposed ordinance change for late filing fee

I support Peter Medeiros, Building Inspector/Zoning Official proposed ordinance change for lack of or late filing building permit. The current fee of $20.00 is extremely low and easy to dismiss.

The requested fee $250.00 is very modest and in line with many surrounding communities that go as high as $300.00. This gives Mr. Medeiros the flexibility to charge accordingly when there is blatant disregard for the ordinance.

Thank you!
LITTLE COMPTON HOUSING TRUST

BY-LAWS

As adopted February 9, 2006;

**Proposed amendment** voted by LCHT Sept. 17, 2020 to include “or electronic mail”
in Art. III, 7 and Art. VII, 1 – approval by Town Council should have been by November 16,
2020, LCHT request ratification and approval by the Town Council to waive the 60 day
requirement and accept said amendment to the By-Laws, effective immediately. Amended areas
hi-lighted for clarity.

**ARTICLE I**

**NAME AND OFFICE**
The name of this corporation shall be the LITTLE COMPTON HOUSING TRUST, hereinafter
referred to as the “Trust.” Said Trust shall adopt a corporate seal. The principal office of this
Trust shall be located in the Town Hall of Little Compton, County of Newport, State of Rhode
Island and Providence Plantations. The Trust shall have and maintain in the State of Rhode
Island a registered office and a registered agent.

**ARTICLE II**

**MISSION, PURPOSES, AND POWERS**

1. The Mission of the Trust shall be to serve as an advocacy group for any person or group
desiring to address the problem of housing affordability or housing for the elderly, those with special needs and families of low and moderate income. The Housing Trust shall generally oversee the implementation of the Affordable Housing Plan of the community, shall monitor long term housing affordability for the community, and advise the Town Council of Little Compton in its efforts and support the Town’s goal of diversifying the housing stock. The Housing Trust shall also advise the Town Council in its amendment of the Affordable Housing Plan.

2. The Trust shall have the authority to receive state and federal grant money, contract with housing agencies such as Rhode Island Housing and Church Community Housing Corporation, contract for consultant services, and establish a Housing Trust Fund for the community. The Housing Trust shall also have the authority to receive real estate, by any manner including grant, gift, bequest or purchase, and to convey or lease real estate and/or buildings, so long as such conveyances shall be in keeping with the purposes of the Housing Trust.

3. The Trust may also acquire by purchase, gift, grant, devise, or bequest, real or personal property and to hold real or personal property in fee or upon such lawful trusts which may be agreed upon between the donors thereof and improve the same, so long as said acquisition and improvement are consistent with the Mission of the Trust.

4. The Trust may conduct and support educational programs consistent with these Purposes and the Mission of the Trust.

5. The Trust may carry on any other activity that may be lawfully carried on by a corporation formed under the Rhode Island Nonprofit Corporation Act as may be in effect from time to time. The Trust shall conduct its affairs, makes its facilities available to the public, and
employ staff, without regard to, and will not discriminate on the basis of, any person's race, color, sex, religion, or national origin.

6. The Trust shall have all the powers enumerated in the Rhode Island Non-Profit Corporation Act, as from time to time amended (the "Non-Profit Corporation Act") provided however, the Trust shall exercise its powers only in furtherance of exempt purposes as such terms are defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code").

7. Charitable Purposes - The property of the Trust is irrevocably dedicated to charitable purposes, and no part of the net earnings, profits or assets of the Trust upon dissolution or otherwise shall inure to the benefit of any private person or individual or any trustee of the Trust, and upon liquidation or dissolution all property and assets of the Trust remaining after paying or providing for all debts and other expenses shall be distributed and paid an organization or organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") or in a corresponding provision of any future statute.

8. Notwithstanding the foregoing, the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth herein. The Trust shall not, as a substantial part of its activities, carry on propaganda or otherwise attempt to influence legislation. The Trust shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, the Trust is organized exclusively for one or more of the purposes specified in Section 501(c)(3) of the Code and shall not carry on any
activities not permitted to be carried on by an organization exempt from tax under Section 501(c)(3) of the Code or under a corresponding provision of any future statute.

ARTICLE III

BOARD OF TRUSTEES

1. The Trust shall be governed by a Board of Trustees (hereinafter the "Trustees"). The Trustees shall have final responsibility and authority for all decisions and actions of the Trust except as set forth herein. The Trustees shall govern the Trust according to the Mission and Purposes stated in these By-Laws, and in a manner consistent with the laws of the State of Rhode Island, the United States, and these By-Laws. The Trustees may by resolution delegate authority for certain decisions and actions to officers or to committees ordained in these By-Laws, or from time to time created by the Trustees.

2. The Trustees shall consist of seven (7) trustees appointed by the Little Compton Town Council. A minimum of four (4) of the trustees shall be electors of the Town of Little Compton. One of the trustees shall be a member of the Town Council, selected for a two (2) year term in January of the year immediately following the election of Town Council members. The remaining trustees shall be appointed for five (5) year terms, except the initial appointments of the trustees shall be as follows: two (2) trustees for five (5) years, two (2) trustees for three (3) years and two (2) trustees for two (2) years.

3. At the expiration of a term, the trustees shall present to the Town Council a list of not less than three (3) qualified candidates for each vacancy, from which the Council shall make appointments. Trustees may be reappointed without limitation. In the event of a vacancy,
interim appointments may be made by the Town Council to complete an unexpired term.

4. The Trustees may organize such subcommittees as they shall deem necessary for the performance of the Trust's duties. Said subcommittees may contain members who are not members of the Board of Trustees, provided however that no such subcommittee containing a majority of non-Trustees shall be authorized to bind the Trust.

5. A quorum of the Trustees shall consist of four (4) Trustees. No business shall be transacted by the Trustees in the absence of a quorum.

6. Meetings - The Board of Trustees shall meet at the direction of the President, but at least once in July of each year which meeting shall be known as the Annual Meeting. Special meetings of the Board of Trustees may be called at the direction of the President, or at the request of a majority of the Board of Trustees. The Board of Trustees may meet from time to time at locations other than Little Compton, within or outside the State of Rhode Island. Any action required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if a written consent, setting forth the action, is signed by all the trustees entitled to vote thereon, as the case may be.

7. Notice of Meetings - Notice of meetings shall be sent to members of the Board of Trustees by regular mail or electronic mail at least ten (10) days prior to the date of the meeting.

8. Compensation - Members of the Board of Trustees shall serve without compensation.

9. The Trust shall comply with all provisions of state and local law regarding Ethics Commission reporting, Open Meetings and Access to Public Records.

10. The trustees shall keep accurate records of their meetings and actions and shall file an annual report which shall be printed in the annual Town report.
ARTICLE IV

OFFICERS

1. The Trustees shall elect, from their number, officers of the Trust at the Annual Meeting each year. The Officers shall be comprised of a President, Treasurer, Secretary, and at the discretion of the Board of Trustees, there may be additional Assistant Secretaries and additional Assistant Treasurers.

2. All officers shall serve without compensation.

3. The Officers of the Trust shall serve one year terms, beginning in July of each year, until the next Annual Meeting or until their successors have been elected.

4. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Trustees for the unexpired portion of the term at the next regular or special meeting of the Trustees. Notice of such vacancy shall be sent to the Trustees at the same time as notice of the meeting.

5. Officers shall deliver all records and documents in their possession to their successors.

6. President - The President shall be the principal executive officer of the Trust and shall in general supervise and control all of the business and affairs of the Trust. He/she shall preside at all meetings of the members and the Board of Trustees. He/she shall sign, with the Secretary, or any other proper officer of the Trust authorized by the Board of Trustees any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or these By-laws or by statute to some other officer or Agent of the Trust. In
general, he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

7. Treasurer - In the absence of the President or in the event of his/her inability or refusal to act, the Treasurer shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Trustees may determine. He/she shall have custody and be responsible for all funds and securities of the Trust. He/she shall receive and shall give receipt for monies due and payable to the Trust from any source whatsoever, and shall deposit all such monies in the name of the Trust in such banks, trust companies, or other depositaries as shall be selected in accordance with the provisions of these By-laws; and in general shall perform all duties incident to the office of the Treasurer, such as payment of bills and such other duties as from time to time may be assigned by the President, the Board of Trustees.

8. Secretary - The Secretary shall keep the minutes of the meetings of the members, of the Board of Trustees, in one or more books provided for that purpose. He/she shall see that all notices are duly given in accordance with the provisions of these By-laws or as required by law. He/she shall be custodian of the corporate records and of the Seal of the Trust, and shall see that the seal of the Trust is affixed to all documents the execution of which on behalf of the Trust under its seal is duly authorized in accordance with the provisions of these By-laws. He/she shall keep a register of the post office address of each member of the Trust which shall be furnished to the Secretary by such member. In general he/she shall perform such duties incident
to the office of Secretary and such other duties as from time to time may be assignated to him/her by the President or the Board of Trustees.

9. Assistant Treasurer(s) and Assistant Secretar(y)(ies) - If required by the Board of Trustees, the Assistant Treasurer(s) shall give bond(s) for the faithful discharge of their duties in such sums and with such surety as the Board of Trustees shall determine. The Assistant Treasurer(s) and Assistant Secretar(y)(ies) in general shall perform such duties as shall be assigned to them by the Treasurer, the Secretary, or the Board of Trustees.

10. Counsel, Accountant, Auditor - Legal Counsel, accountants, or auditors may be engaged professionally as necessary at appropriate fees agreed to by the Board of Trustees.

ARTICLE V

ADMINISTRATION

1. Fiscal Year - The fiscal year of the Trust shall be the calendar year.

2. Accounting - The Treasurer shall render a timely statement at each meeting of the Board of Trustees and shall present at each Annual Meeting a Review of the year’s finances prepared by a certified public accountant, and not less than once every five years shall present an Audit of the Trust’s finances.

3. Budget - The Board of Trustees shall adopt a fiscal budget at the Annual Meeting.

4. Checks, Drafts, or Orders for Payment - All checks, drafts, or orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Trust shall be signed by at least two Officers or Members of the Board of Trustees of the Trust and in such manner as shall, from time to time, be determined by a resolution of the Board of Trustees. In the absence
of such determination by the Board of Trustees, such instruments shall be signed by the
Treasurer and countersigned by the President of the Trust.
5. Deposits - All funds of the Trust shall be deposited from time to time to the credit of the
Trust in such banks, trust companies, or other depositories as the Board of Trustees may direct.
6. Contracts - The Board of Trustees may authorize any Officer(s) or Agent(s) of the Trust,
in addition to the Officers authorized by these By-laws, to enter into any contract or execute and
deliver any instrument in the name of and on behalf of the Trust, and such authority may be
general or confined to specific instances. Neither the Board nor any officers shall have the
power to contract work or purchase materials unless funds are available, or there is access to
funds, to pay fully for the same.
7. Gifts - The Board of Trustees may accept on behalf of the Trust any contribution, gift,
bequest, or devise for the general purposes or for any special purposes of the Trust.
8. Notices - Whenever under the provisions of the Non-Profit Corporation Act or of the
Articles of Incorporation or of these by-laws written notice is required to be given to any person,
such notice may be given by mail, by telephone, or by facsimile transmission to his or her
residence or office either directly or by leaving a message thereof. Whenever any notice is
required to be given under the provisions of the Non-Profit Corporation Act or the Articles of
Incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons
entitled to such notice and who did not receive the same, whether before or after the time stated
therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE VI**

Page 9 of 12
INDEMNIFICATION

1. Representation - In order to induce the trustees and officers of the Trust to serve, the Trust adopts this Article and agrees to provide the trustees and officers of the Trust with the benefits contemplated hereby.

2. Definitions - As used herein, the following terms will have the following respective meanings:

i. "Covered Act" means any act or omission by the Indemnified Person in the Indemnified Person's Official capacity with the Trust and while serving as such or while serving at the request of the Trust as a member of the governing body, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

ii. "Excluded Claim" has the meaning set forth in subsection 4 of this Article.

iii. "Expenses" means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

iv. "Indemnified Person" means any trustee or officer of the Trust who accepts election or appointment as a trustee or officer.

v. "Loss" means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages,
amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

vi. "Proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

3. Indemnification - Subject to the exclusions hereinafter set forth, the Trust will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expense.

4. Exclusions - The Trust will not be liable to pay any Loss or Expenses (an "Excluded Claim"):  

i. With respect to a Proceeding in which a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Trust (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person’s duty of loyalty to the Trust; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; or (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or

ii. If a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

5. Settlement - The Trust will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Trust’s prior written consent. The Trust will not unreasonably withhold or delay its consent to any proposed settlement.
6. Amendment - No amendment or termination of this Article will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

ARTICLE VII

AMENDMENTS TO THESE BYLAWS

1. Amendments to Bylaws - These By-laws may be altered, amended, or repealed and new By-laws may be adopted by a five-sevenths (5/7) vote of the Trustees present at the Annual Meeting or at any regular or special meeting of the Board of Trustees, provided that notice to alter, amend, or repeal these By-laws, or adopt new By-laws is sent by regular mail or electronic mail at least twenty-one (21) days prior to such meeting, and provided that any such amendments are also subsequently approved within sixty (60) days by a majority of the Town Council of Little Compton. Amendments shall only take effect upon such approval by the Town Council. In the event such amendments are not approved by the Town Council within said time, they shall be deemed to be void and not adopted.
From: Jill s <jsartini44@gmail.com>
Sent: Friday, December 4, 2020 6:43 PM
To: Carol Wordell

Request to town Council

December 4th, 2020

Jill Sartini
24c Maple Ave,
Little Compton, RI 02837

Carol A. Wordell, Town Clerk
40 Commons
Little Compton, Rhode Island 02837

Carol,

I am reaching out because I am requesting permission to use the Grange Hall for our new Daisy Troop - still undetermined on what day but would be from 2:45pm-4:45pm. I anticipate our meeting will begin by the first week of January 2021.

Know that we will respect the Grange property and will clean it upon arrival as well as when we leave to keep it neat and clean and will observe all the CDC guidelines. As we are currently doing with our Brownies Troop 1108 which I currently am a (Co- Leader) Along with Barbara Rocha & Cora Rocha.

Thank you for your consideration with this request.

Respectfully,

Jill Sartini
401-297-7340
December 17, 2020

To the Honorable Town Council

Dear Council Members:

The Assessor of the Town of Little Compton submits herewith the names of 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 one hundred and seven dollars and eighty-two cents ($107.82).

Respectfully Submitted,

[Signature]

Denise M. Cosgrove, RICA
Tax Assessor
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**Note:**
12/17/2020

Abatements To Town Council
14 December 2020

Carolyn Novo
BayCoast Bank
One BayCoast Place
330 Swansea Mall Drive
Swansea, MA 02777

Dear Carolyn,

On behalf of the Town of Little Compton, please receive our deep appreciation for the bank’s exceptionally generous gift to our Town Landing project.

The project is well underway, using a local contractor, Wilkie Excavating, Inc. As the improved layout is beginning to take shape, it is obvious that the community can anticipate a much more welcoming destination for years to come.

Your contribution has been vital to the ongoing success of this initiative.

Thank you very much!

Sincerely yours,

Antonio A. Teixeira
Town Administrator

Robert L. Musher
Town Council President
14 December 2020

Robert M. Green
12 Highland Avenue
Little Compton, RI 02837

Dear Bob,

On behalf of the Town Council, I want to express our appreciation, and that of the Town, for your nearly 28 years of service on the Town’s Planning Board. The sheer magnitude of your contribution, including seven as Chair, is testimony to your perseverance, dedication, and willingness to "go the extra mile". Please know that the challenges you faced, and the obstacles you overcame, made our town a better place.

Thank you very much for serving us so well!

Sincerely yours,

[Signature]

Robert L. Musen
Town Council President