Date posted: DECEMBER 6, 2022 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 OF DECEMBER 8, 2022

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

AGENDA

7:00 P.M.

Salute to the Flag

Administer Oath of Office to newly elected officials

Vote of Town Council to elect President and Vice President per Charter Article 404

Presentation from HousingWorks on behalf of the LC Housing Trust - Results of a study on needs, opportunities, ideas, and strategies for housing affordability in Little Compton

Announcements:

Approval of Minutes — November 15, 2022 — special meeting
November 17, 2022 Council meeting

Department Head Reports for November activity:

1. Fire Department
2. Town Clerk
3. Police Department
4. Finance Director
5. Tax Assessor
6. Town Administrator

Old Business:

1. Vote final consideration of proposed amendment Chapter 15-2.1 - Exemption for Veteran and Chapter 15-4.1 – Exemption for person visually impaired, both of the Little Compton Town Code, Public Hearing was held November 17, 2022.
2. Receive recommendation from the Town Administrator for an appointment of a Building Official/Zoning Officer to fill the current vacancy
New Business:

1. Electronic communication from Lavinia Gadsden supplying facts about Styrofoam and recycling. Ms. Gadsden wishes to discuss recycling at the Town Transfer Station.
2. New RIGL Cottage Food Manufacturer laws – consider how this may affect local zoning ordinances and refer to Planning Board for review
3. Appoint the following:
   (a) T.C. Member as liaison to Recreation Committee
   (b) T.C. Member in charge of Town Hall
   (c) T.C. Member to have care of Wilbour Woods
   (d) T.C. Member to have care of Transfer Station
   (e) T.C. Members to act as liaison to
       1. Harbor Commission
       2. Planning Board
       3. Conservation Commission and LCACT
       4. Zoning Board of Review
   (f) T.C. Member to Tree Committee
   (g) T.C. Member to the Housing Trust
   (h) Town Council member to the Pension Committee
   (i) Town Sergeant
   (j) Director of Social Services
   (k) Appraiser(s) of Damage Done by Dogs
4. Consider joining the Community Septic System Loan Program through the Rhode Island Infrastructure Bank and the creation of an On-Site Wastewater Management Plan
5. Draft Solid Waste & Recycling Service Agreement between the RI Resource Recovery corp. and the Town of Little Compton for July 1, 2023 to June 30, 2025, consider executing
6. Discussion with Town Administrator regarding consideration of a Construction and Maintenance (C&M) Agreement for the pavement improvements associated with the addition of sidewalks on the Commons.
7. Accept report from Sakonnet Associates on the condition of the Public Safety Complex

Board of License Commissioners:

1. LC Community Center request for a Class F one day Retail Beverage License for both December 16th and 18th for Holiday Concert events at the Community Center.

Communications:

1. Letter from Ed Maiato resigning from the LC Agricultural Conservancy Trust, accept with regret and post vacancy to receive letters of interest for the unexpired term which will expire Jul. 2023
2. Letter from the RI Fire Safety Code Board of Appeal and Review announcing the scheduled date of February 21, 2023 for a hearing on a variance request filed for 40 Commons
3. Letter from the LC Village Improvement Society asking permission to use Veteran’s Field on Saturday, May 6th for the second annual Sakonnet Plant Fair and on Saturday, August 5th for the 78th annual Chicken Barbeque.
4. Letter from the LC Village Improvement Society requesting the Council recommend to the Budget Committee a stroke in the amount of $10,000 for the repair and maintenance of the Brownell House.

Consent:

1. Copies of electronic communications sent to the town from Frank Haggarty regarding articles and comments on the Mayflower Wind project proposed offshore on Cape Cod

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.
Dear Town Council and Carol,

As you know, The Little Compton Housing Trust has partnered with HousingWorks RI to study the needs, opportunities, ideas, and strategies for housing affordability in our community. The study included studies of census data, state and community housing data, key informant interviews, and a community-wide survey. HousingWorksRI and The Little Compton Housing Trust would like to present the results of the study to the public at the December 8 Little Compton Town Council Meeting.

Can you please put this presentation on the agenda for that evening’s meeting?

Thank You,
LCHT
Minutes of a Town Council meeting held on November 15, A.D. 2022 at 5:00 o’clock PM at the
Town Hall, Council Chambers, 40 Commons, Little Compton, RI. Members present: Paul J.
Golembeske, Andrew Iriarte-Moore, Gary S. Mataronas, and Robert L. Mushen. Also in attendance:
Antonio Teixeira, Town Administrator and Fire Chief Richard Petrin. Councilor Patrick McHugh was
not present.

At 5:06 PM the Council met with and interviewed Tyler Lopes for a vacancy in the Little
Compton Fire Department.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, all in favor
(Golembeske, Iriarte-Moore, Mataronas, Mushen): To offer employment to Tyler Lopes in
the Little Compton Fire Department as Probationary Fire Fighter, acknowledging the successful
completion of standard conditions.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, all in favor
(Golembeske, Iriarte-Moore, Mataronas, Mushen): To adjourn the meeting.

Having no further business the meeting was declared adjourned at 5:18PM.

Heather J. Cook, Deputy Town Clerk
Minutes of a Town Council meeting held on November 17, A.D. 2022 at 7:00 o’clock PM held in in-person format at the Town Hall, Council Chambers, 40 Commons, Little Compton, RI. Members present: Paul J. Golembeske, Gary S. Mataronas, Patrick A. McHugh and Robert L. Mushen. Absent: Andrew W. Iriarte-Moore. Also in attendance: Town Solicitor, Richard S. Humphrey.

At 7:00PM the Council President Mushen called the meeting to order with the Pledge to the flag.

The Council President opened a Public Hearing at 7:02PM for the proposal to amend Chapter 15-2.1 and 15-4.1 of the Little Compton Town Code to replace “an exemption of $18,000 on real property owned” with “a reduction of $250 of real property taxes owed” Effective Date for both proposals. This section shall take effect as of the assessment date of December 31, 2022. Also to amend Chapter 15 to replace “Board of Assessors” with “Tax Assessor” in every instance used in the Chapter to update the current structure of the Department. Effective Date for this proposal. This section shall take effect upon passage.

Councilor Mataronas gave an overview of the proposals specifically mentioning that the $250.00 exemption would be for the visually impaired and veterans.

**Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting all in favor (Golembeske, Mataronas, McHugh, Mushen):** Receiving no public comment the Council hereby closes a hearing on the subject of proposal to amend Chapter 15-2.1 and 15-4.1 of the Little Compton Town Code.

Clerk’s notation: No motion to approve the amendment was taken due to the potential loss of quorum if councilors recused themselves. A vote to take action will be placed on the next Council agenda.

**Announcements:**
- Councilor Mushen commented that the certification of the recent election has not yet been completed and this Council sits until completed. Once the election is certified the swearing in ceremony of the Council will take place.

**Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting all in favor (Golembeske, Mataronas, McHugh, Mushen):** To approve, as written the November 3, 2022 Town Council meeting minutes.

**Old Business #1:**

Compilation of comments made on a draft proposal for licensing short term rentals as discussed Oct. 20, 2022.

Councilor Mushen commented that the Council will open up for further public comment. Councilor Mataronas stated he will be stepping back from this as he has a short term rental property at Sakonnet Point. Councilor Mushen stated that he believes this proposal has zoning and affordable housing implications. He would like to place this in a hold pattern to allow data gathering for referral to the Planning Board on its way to the Zoning Board and not take action at this point. Richard Humphrey, Town Solicitor noted that the submitted questions and comments give the Council more insight for developing a successful ordinance. He did note that he spent time today with the Solicitors for Newport, RI and their model does not work for us. Newport’s model treats STR as a business in a residential neighborhood. He also noted that there was a law that came into effect in January 2022 where STR must
register with the State. The Solicitor referenced the letter from A. Michael Steers addressing the historical use of rentals in the town.

Councilor Mushen mentioned the essence of dispute by many was the activities such as noise, disturbing the peace, traffic, and parking by renters was what was precipitating their concern. Councilor Mushen encourages the use of our current ordinances for such concerns in which the Police can be called to handle these matters. He also mentioned that the Council will look at the new State law and return at a later date with a proposal.

Councilor McHugh asked is the suggestion to go to the Planning Board and Zoning Boards for their opinion. Councilor Mushen responded if that code requires sending to the Planning Board and if the Council desires we could request comment from the Zoning Board.

Suggestions and Comments made:
- Sue Thibault, homeowner at 24 Carey Lane noted she sent a letter to the Council. She has rented during summers for 35 years, now owning a home that is a summer spot to share. Mrs. Thibault expressed concern with the Solicitor’s comment of treating this as a business.
- Richard Humphrey, Town Solicitor clarified the comment that this is a business is not his opinion to solicit as a business, that was the opinion of the Newport Solicitors.
- Sue Thibault commented this is not a business to her, it is her home and the rental is done to make money to afford her property. She recommended to the Council the use of Evolve rental agreements. This is a very detailed agreement addressing many homeowner and renter concerns. Mrs. Thibault addressed the Council to say be considerate and careful with going forward to impose regulations for short term rentals. Address what problems may exist and not to reinvent the wheel.
- Lavinia Gadsden recommended to the Council an advisory committee with citizens and those with short term rentals be put together.
- Norm Paasche, homeowner at 56 Indian Road commented that he has an Air B&B out of his home that he lives at for 7 years now. There has been no complaints from neighbors and has all good reviews. Mr. Paasche stated that short term rentals are sometimes weekend stays for funerals and weddings being there is no other place to stay.
- Christian Nixon spoke that he has a 3 bedroom, 2 bathroom listed on Air B&B to rent. Mr. Nixon stated that bad reviews can effect renters to be able to rent at another Air B&B. He has researched clients that stayed this summer, 50% of most folks that rent have ties to the community.
- Kristin Silveira, homeowner at 16 Old Main Road apologized for misspeaking some numbers last time she spoke before the Council. Mrs. Silveira, also thanked the Council for being cautious and reasonable to work together for the town. She is willing to be on an advisory board.
- Norm Paasche further commented he believes many of the Air B&B people would be willing to be on an advisory board.
- Councilor Golembeske commented that the rude renter violations are breaking rules that are already in place. He recommends a cautious approach, stating that more than 90% are no problems with a very small % of problems.
- Richard Humphrey, Town Solicitor commented that there has been very informative public comments, posing the question does the town need to interject into this other than the ordinances already in place?
• Councilor McHugh commented that we have great short term rental owners in town, majority being accountable and some are not. We need to craft something to have for those that aren’t accountable for short term rentals.

• Councilor Mushen stated the Council will move forward respectfully coming forward with something to address what is not being done correctly not trying to correct what has been working just fine.

Old Business #2:
Request from Jim Lock to update the Council regarding his research conducted concerning solar on municipal buildings.

Jim Lock commented the town pays 22% more than the average amount for energy in the state due to historic reasons. The Council and administration has engaged in an arrangement to purchase power from other municipal sources that substantially reduces the amount the town pays for its town buildings for electricity. Mr. Lock stated based on information received from several vendors in an informal fashion that the town has the ability for the School, Town Hall, and Public Safety Complex to install solar panels and save between 35-70% of all the electricity used in the town. He commented that there could be a savings of $27,000.00-$50,000.00 per year in electricity. This would not be complete net savings as there are other costs associated with this including debt service and other costs.

There are 2 major incentives from both federal and state government that can reduce the capitol burden on the town. Without these incentives it would cost $350,000.00-$700,000.00 to complete the installation. With incentives the numbers drop in half, resulting in a substantial reduction in a considerable town savings even if borrowing the money. Mr. Lock believes his numbers are conservative, it’s time for the town to get an RFP to put solar on the school, Town Hall, and Public Safety Complex. Not only is it good for the environment its good for the finances of the town.

Councilor Mataronas thanked Mr. Lock for all his effort he has put into this project. Agreeing with Mr. Lock to get an RFP together to determine hard numbers before making a decision, including funding options. Councilor McHugh stated he does not have the data referenced and the 35-70% is quite a range. Mr. Lock noted that he likes to work with a range and can provide the data. Councilor Golembeske asked if the grant money needs to be on roofs as there is plenty of room on the ground at the transfer station. Mr. Lock commented the only push back he has received was to put this on the ground, this is not a massive plan but an effective one for the finances.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting in favor (Golembeske, Mataronas, Mushen) abstained Councilor McHugh: In coordination with Power Options, prepare a draft RFP for solar panel installations on town buildings, as proposed by Jim Lock.

Old Business #3:
Receive update from Town Administrator regarding purchase of Public Works Truck.

Bill Moore, DPW Department Head gave an overview of specifications for the newly requested truck requesting the Town Council to move forward. He also noted this vehicle has no CDL requirement. Councilor Mushen stated that McGovern Auto Group did satisfy the rebid requirements.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, voting
all in favor (Golembeske, Mataronas, McHugh and Mushen): To accept the recommendation of the Town Administrator and approve the purchase of a 2023 Ford F-650 Diesel truck for use by Public Works with a 10’ plow and a dump body from McGovern Automotive Group for $127,155.00; funds will come from three sources: 1. Sale of current town Mack Truck, 2. Capital Funding Budget, 3. Current Backhoe payments to end 6/2023.

Motion made by Councilor McHugh, receiving a second by Councilor Mushen, voting in favor (Mataronas, McHugh, Mushen) opposed Councilor Golembeske: To advertise a request for Proposals for Municipal Legal Services, Town Solicitor.

Motion made by Councilor Mataronas, receiving a second by Councilor McHugh, voting all in favor (Golembeske, Mataronas, McHugh, Mushen): To renew a victualling license received from Sakonnet Events, Inc. d/b/a Wilhelmina’s Catering operating out of 41 South Shore Road.

Motion made by Councilor Mataronas, receiving a second by Councilor McHugh, voting all in favor (Golembeske, Mataronas, McHugh, Mushen): To renew a request from Coll Walker to obtain a Holiday Sales License for Walkers Roadside Stand.

Motion made by Councilor Mataronas, receiving a second by Councilor Golembeske, voting all in favor (Golembeske, Mataronas, McHugh, Mushen): To place on file the consent items.

1. Four (4) emails received from Frank Haggerty forwarding information and articles on Commonwealth and Mayflower wind projects.

Motion made by Councilor Golembeske, receiving a second by Councilor Mataronas, voting, all in favor (Golembeske, Mataronas, McHugh, Mushen): That the bills be allowed and ordered paid as follows: $78,640.39

Petro - Gasoline $1,252.36
Petro - Gasoline $1,493.46
Petro - Diesel $472.35
RI Energy - Cell Tower $471.50
RI Energy - Town Hall $633.43
RI Energy - Public Safety Complex $1,226.46
RI Energy - Town Dock $26.50
RI Energy - Street Lights $7.44
RI Energy - Street Lights $8.55
RI Energy - 32 Commons $22.06
RI Energy - IOOF $29.82
RI Energy - Adamsville Street Lights $56.07
RI Energy - Transfer Station $103.02
EastBay Media Group - Probate $45.00
EastBay Media Group - Probate $60.00
EastBay Media Group - Council $117.00
FR Modern Printing - Finance $196.50
Revize LLC - Computer $1,500.00
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<td>Peter Medeiros - Building Inspector</td>
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Firex-Town Hall $430.00
Firex-DPW $58.00
Firex-Transfer Station $44.00
Verizon - DPW $114.60
Wilbur's General Store - DPW $8.11
Cox Business - Police Dept. $59.73
Bruce Shippee - Police Dept. $1,800.00
Verizon - Police Dept. $82.83
Crystal Rock - Police Dept. $67.87
Wilbur's General Store Police Dept. $6.09
Rob's Auto Care, Inc. -Police Dept. $647.55
Rob's Auto Care, Inc.-Police Dept. $55.00
AAA Police Supply-Police Dept. $139.00
Caitlin Farrar-Police Dept. $77.00 $2,935.07

Having no further business before the Council the Council President declared the meeting adjourned at 7:55PM.

Heather J. Cook, Deputy Town Clerk
Incidents By Time And Day

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<td></td>
<td></td>
<td>2</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>10 PM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>11 PM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>12 PM</td>
<td></td>
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<td></td>
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<td>1</td>
</tr>
</tbody>
</table>

TOTALS: 6 | 15 | 12 | 7 | 10 | 5 | 10 | 65

GRAND TOTAL: 65

NFPA Part III: Fire And Incident Type Breakdown

A. Structure Fires By Fixed Property Use

<table>
<thead>
<tr>
<th>Type of Fire</th>
<th>Number</th>
<th>Deaths</th>
<th>Injury</th>
<th>Dollar Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Private Dwellings (1 or 2 Family)</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>15000</td>
</tr>
<tr>
<td>2. Apartments (3 or More Families)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3. Hotels and Motels</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4. All Other Residential</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5. TOTAL RESIDENTIAL FIRES</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>15000</td>
</tr>
</tbody>
</table>

6. Public Assembly | 0 | 0 | 0 | 0 |
7. Schools and Colleges | 0 | 0 | 0 | 0 |
8. Health Care and Penal Institutions | 0 | 0 | 0 | 0 |
9. Stores and Offices | 0 | 0 | 0 | 0 |
10. Industry, Utility, Defense, Laboratories | 0 | 0 | 0 | 0 |
11. Storage in Structures | 1 | 0 | 0 | 200 |
12. Other Structures | 0 | 0 | 0 | 0 |
13. TOTAL STRUCTURE FIRES | 3 | 0 | 0 | 15200 |

B. Other Fires And Incidents

<table>
<thead>
<tr>
<th>Type of Fire</th>
<th>Number</th>
<th>Deaths</th>
<th>Injury</th>
<th>Dollar Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>14a. Fires in Highway Vehicles</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14b. Fires in Other Vehicles</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>15. Fires Outside of Structures With Value Involved</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>16. Fires Outside of Structures With No Value Involved</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17. Fires in Rubbish</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>18. All Other Fires</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>19. TOTALS FOR ALL FIRES</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>15200</td>
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20. Rescue, Emergency Medical Responses | 37 | 0 | 0 | 0 |
21. False Alarm Responses | 8 | 0 | 0 | 0 |
NFPA Part IV: False Alarm Responses

Type Of Call
1. Malicious, Mischievous False Call
2. System Malfunction
3. Unintentional
4. Other False Alarms

Incident Type Category Breakdown

<table>
<thead>
<tr>
<th>Incident Type Category</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>[100-199] Fire/Explosion</td>
<td>3</td>
<td>4.6</td>
</tr>
<tr>
<td>[200-299] Overpressure Rupture</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[300-399] Rescue Call</td>
<td>39</td>
<td>60.0</td>
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<tr>
<td>[400-499] Hazardous Condition</td>
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</tr>
<tr>
<td>[500-599] Service Call</td>
<td>6</td>
<td>9.2</td>
</tr>
<tr>
<td>[600-699] Good Intent Call</td>
<td>4</td>
<td>6.2</td>
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<tr>
<td>[700-799] False Call</td>
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<td>13.8</td>
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<tr>
<td>[800-899] Severe Weather/Natural Disaster</td>
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<tr>
<td>[900-999] Special Type/Complaint</td>
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<tr>
<td>Undetermined</td>
<td>3</td>
<td>4.6</td>
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Fixed Property Type Category Breakdown

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</thead>
<tbody>
<tr>
<td>[100-199] Public Assembly Properties</td>
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<tr>
<td>[200-299] Educational Properties</td>
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<tr>
<td>[300-399] Institutional Properties</td>
<td>0</td>
<td>0.0</td>
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<tr>
<td>[400-499] Residential Properties</td>
<td>54</td>
<td>83.1</td>
</tr>
<tr>
<td>[500-599] Mercantile Properties</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>[600-699] Utilities/Technology/Farming/Mining</td>
<td>3</td>
<td>4.6</td>
</tr>
<tr>
<td>[700-799] Manufacturing Properties</td>
<td>4</td>
<td>6.2</td>
</tr>
<tr>
<td>[800-899] Storage Properties</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>[900-999] Special Properties</td>
<td>3</td>
<td>4.6</td>
</tr>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undetermined</td>
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Fire District Breakdown

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<thead>
<tr>
<th>Fire District</th>
<th>Occurrences</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>NORTH WEST</td>
<td>13</td>
<td>20.0</td>
</tr>
<tr>
<td>SOUTH WEST</td>
<td>7</td>
<td>10.8</td>
</tr>
</tbody>
</table>
Little Compton Fire Department  
Incident Analysis  
From 11/01/2022 Thru 11/30/2022

NORTH CENTRAL  11  16.9  
NORTH EAST  13  20.0  
CENTRAL  4  6.2  
SOUTH  9  13.8  
TIVERTON  8  12.3  
TOTAL  65  100.0

Personnel Breakdown

<table>
<thead>
<tr>
<th>Name</th>
<th>Pers.</th>
<th>Form</th>
<th>Time</th>
<th>Sheet</th>
<th>Reporting</th>
<th>Approving</th>
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<tbody>
<tr>
<td>Unknown</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Lieutenant David A Nickerson</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Lieutenant James B Vandal</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Firefighter Jonathan J Bednarz</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Captain Randall A Watt</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lieutenant Samuel T Hussey</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>TOTAL</td>
<td>0</td>
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<td>0</td>
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<td>0</td>
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</table>

Apparatus Breakdown

<table>
<thead>
<tr>
<th>Apparatus</th>
<th>Responses</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Chief's Car</td>
<td>6</td>
<td>6.8</td>
</tr>
<tr>
<td>Fire Prevention Car</td>
<td>4</td>
<td>4.5</td>
</tr>
<tr>
<td>Engine 2</td>
<td>23</td>
<td>26.1</td>
</tr>
<tr>
<td>Rescue 2</td>
<td>46</td>
<td>52.3</td>
</tr>
<tr>
<td>Squad</td>
<td>1</td>
<td>1.1</td>
</tr>
<tr>
<td>Tanker 1</td>
<td>1</td>
<td>1.1</td>
</tr>
<tr>
<td>TIVERTON COMMAND</td>
<td>1</td>
<td>1.1</td>
</tr>
<tr>
<td>TIVERTON ENGINE</td>
<td>2</td>
<td>2.3</td>
</tr>
<tr>
<td>TIVERTON RESCUE 1</td>
<td>2</td>
<td>2.3</td>
</tr>
<tr>
<td>TIVERTON RESCUE 2</td>
<td>1</td>
<td>1.1</td>
</tr>
<tr>
<td>TIVERTON TANKER</td>
<td>1</td>
<td>1.1</td>
</tr>
<tr>
<td>TOTAL</td>
<td>88</td>
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</tbody>
</table>

Incident Type

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Reported</td>
<td>3</td>
<td>4.6</td>
</tr>
<tr>
<td>Building fire</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Fires in structure other than in a building</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Chimney or flue fire, confined to chimney or flue</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>EMS call, excluding vehicle accident with injury</td>
<td>37</td>
<td>56.9</td>
</tr>
<tr>
<td>Motor vehicle accident with no injuries.</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Rescue or EMS standby</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Power line down</td>
<td>2</td>
<td>3.1</td>
</tr>
<tr>
<td>Service Call, other</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Water problem, other</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Public service assistance, other</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Public service</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Cover assignment, standby, moveup</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Dispatched &amp; canceled en route</td>
<td>3</td>
<td>4.6</td>
</tr>
<tr>
<td>Authorized controlled burning</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td>911 HANG UP CALL</td>
<td>2</td>
<td>3.1</td>
</tr>
<tr>
<td>Smoke detector activation due to malfunction</td>
<td>3</td>
<td>4.6</td>
</tr>
</tbody>
</table>
## Little Compton Fire Department
### Incident Analysis
**From 11/01/2022 Thru 11/30/2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<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>1</td>
<td>1.5</td>
</tr>
<tr>
<td>Alarm system activation, no fire - unintentional</td>
<td>1</td>
<td>1.5</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>65</strong></td>
<td><strong>100.0</strong></td>
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</tbody>
</table>

### Aid Given or Received

<table>
<thead>
<tr>
<th>Aid Given or Received</th>
<th>Occurrences</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Reported</td>
<td>3</td>
<td>4.6</td>
</tr>
<tr>
<td>Mutual aid received</td>
<td>4</td>
<td>6.2</td>
</tr>
<tr>
<td>Mutual aid given</td>
<td>6</td>
<td>9.2</td>
</tr>
<tr>
<td>None</td>
<td>52</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>65</strong></td>
<td><strong>100.0</strong></td>
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### Apparatus Use

<table>
<thead>
<tr>
<th>Apparatus Use</th>
<th>Occurrences</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>Other</td>
<td>14</td>
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</tr>
<tr>
<td>Suppression</td>
<td>25</td>
<td>28.4</td>
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<tr>
<td>EMS</td>
<td>49</td>
<td>55.7</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>88</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>

For Districts: All
For Situations: All
For Jurisdictions: All
For Street(s): All
For Location: All
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: December 1, 2022

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 30 issued  
Recording land evidence 100 instruments recorded  
Dog licenses – 3  
Vital records certified copies issued – 13  
Marriage License issued - 2  
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
• Continue assisting Hazard Mitigation Team with their 5 year review
• Election related responsibilities including:
  o Meetings with Board of Canvassers, state filings  
  o Oversight of Early Voting for November 8th and election day itself  
  o Deliveries to the Board of Elections and Secretary of State’s Office
• Attended NE City and Town Clerks’ Association Board meeting and annual conference
• Assisted Pension Committee with hybrid zoom meeting
<table>
<thead>
<tr>
<th>SALES ITEM</th>
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<tbody>
<tr>
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<td></td>
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<td>Dog Spayed and Neutered</td>
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<td>Transfer Tax - State Over 800K</td>
<td>17,480.00</td>
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<td>40,681.46</td>
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<td>21,271.35</td>
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<tr>
<td>Vital Records - State</td>
<td>Marriage License - State</td>
<td>32.00</td>
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<tr>
<td></td>
<td>Vital Copy - State Mail-In</td>
<td>11.00</td>
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<td>Vital Copy - State Walk In</td>
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<td>Vital Copy State Online</td>
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<td>146.00</td>
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<td>Vital Records - Town</td>
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<td>Vital Copy Online</td>
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<td></td>
<td>Vital Copy Walk In</td>
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<tr>
<td></td>
<td>Vital Copy Walk In Additional</td>
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<tr>
<td></td>
<td></td>
<td>178.00</td>
</tr>
</tbody>
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Grand Total: 76,061.48
MEMORANDUM

Date: December 1, 2022
To: The Honorable Town Council
From: Chief Scott N. Raynes
Subject: Monthly Report for November 2022

---

**November-2022 Patrol Activity**

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
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<tbody>
<tr>
<td>Calls responded to</td>
<td>949</td>
</tr>
<tr>
<td>Formal Complaints received</td>
<td>22</td>
</tr>
<tr>
<td>Complaints closed this month</td>
<td>3</td>
</tr>
<tr>
<td>Complaints closed (previous month)</td>
<td>4</td>
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<tr>
<td>Motor vehicle citations issued</td>
<td>13</td>
</tr>
<tr>
<td>Motor vehicle warning issued</td>
<td>65</td>
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<tr>
<td>Criminal Arrest</td>
<td>9</td>
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<tr>
<td>Violation of Town Ordinances</td>
<td>5</td>
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<tr>
<td>Accident investigated</td>
<td>5</td>
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<tr>
<td>Burglar alarms</td>
<td>23</td>
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<tr>
<td>Reported deaths</td>
<td>0</td>
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<tr>
<td>Total Gallons of gasoline used</td>
<td>640</td>
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<tr>
<td>Mileage</td>
<td>10,720</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>
November 2022 Police Overtime Hours

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Leave replacement</td>
<td>48</td>
</tr>
<tr>
<td>Personal leave replacement</td>
<td>8</td>
</tr>
<tr>
<td>Vacation replacement</td>
<td>110</td>
</tr>
<tr>
<td>Training replacement</td>
<td>0</td>
</tr>
<tr>
<td>Court</td>
<td>4</td>
</tr>
<tr>
<td>Town Detail</td>
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<tr>
<td>Private Detail</td>
<td>13</td>
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<tr>
<td>Patrol Supplement</td>
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</tr>
<tr>
<td>Comp-time replacement</td>
<td>3</td>
</tr>
<tr>
<td>Injured on duty replacement</td>
<td>0</td>
</tr>
<tr>
<td>DARE</td>
<td>0</td>
</tr>
<tr>
<td>Military leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Investigation</td>
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Totals: 300

November 2022 Dispatch Overtime Hours

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
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</thead>
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<td>Sick leave replacement</td>
<td>8</td>
</tr>
<tr>
<td>Personal leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Vacation replacement</td>
<td>0</td>
</tr>
<tr>
<td>Training replacement</td>
<td>0</td>
</tr>
<tr>
<td>Holiday replacement</td>
<td>8</td>
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<tr>
<td>Comp-time replacement</td>
<td>3</td>
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<tr>
<td>Weekend replacement</td>
<td>24</td>
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Totals: 43
Little Compton Police Department
60 Simmons Road
Town of Little Compton, Rhode Island
Office of the Police Chief

MEMORANDUM

November 2022 Part-time Dispatch Hours

<table>
<thead>
<tr>
<th>Replacement Type</th>
<th>Hours</th>
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</thead>
<tbody>
<tr>
<td>Weekend replacement</td>
<td>40</td>
</tr>
<tr>
<td>Vacation replacement</td>
<td>0</td>
</tr>
<tr>
<td>Sick leave replacement</td>
<td>0</td>
</tr>
<tr>
<td>Personal day</td>
<td>0</td>
</tr>
<tr>
<td>Holiday replacement</td>
<td>0</td>
</tr>
<tr>
<td>Training replacement</td>
<td>0</td>
</tr>
<tr>
<td>Comp-time replacement</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>40</td>
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</table>

November 2022 Town fuel log

<table>
<thead>
<tr>
<th>Gasoline</th>
<th>October</th>
<th>November</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Unused</td>
<td>76,010.0</td>
<td>76,010.0</td>
<td>0</td>
</tr>
<tr>
<td>#2 Fire department</td>
<td>27,319.1</td>
<td>27,429.9</td>
<td>110.8</td>
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<tr>
<td># Unused</td>
<td>4,223.5</td>
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<tr>
<td>#4 Maintenance</td>
<td>40,665.4</td>
<td>40,907.7</td>
<td>242.3</td>
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<tr>
<td>#5 Highway Department</td>
<td>2,531.0</td>
<td>2,531.0</td>
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<tr>
<td>#6 Senior Bus</td>
<td>5,083.3</td>
<td>5,083.3</td>
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</tr>
<tr>
<td>#7 Beach Commission</td>
<td>1,410.1</td>
<td>1,410.1</td>
<td>0.0</td>
</tr>
<tr>
<td>#8 Police Department</td>
<td>7,762.3</td>
<td>8,459.5</td>
<td>697.2</td>
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</table>

Total Gasoline: 1,050.3
Little Compton Police Department
60 Simmons Road
Town of Little Compton, Rhode Island
Office of the Police Chief

MEMORANDUM

<table>
<thead>
<tr>
<th>Diesel</th>
<th>October</th>
<th>November</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td># 1 Fire Department</td>
<td>42,730.8</td>
<td>43,005.0</td>
<td>274.2</td>
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<tr>
<td># 2 Unused</td>
<td>11,043.7</td>
<td>11,043.7</td>
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<tr>
<td># 3 Highway Department</td>
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<td># 4 Maintenance Department</td>
<td>4,265.5</td>
<td>4,343.5</td>
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</tr>
<tr>
<td># 5 Old Senior bus</td>
<td>362.8</td>
<td>362.8</td>
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</tbody>
</table>

Total Diesel: 352.2

Respectfully,

[Signature]

John Faria
Lieutenant
Deputy Chief
Finance Director Monthly Report
November 2022

Initiatives & Financial Highlights:
- Delinquent Taxpayer Notifications mailed
- Interest Rates successfully increased to 3.25%
- FEMA Reimbursement application submitted for $13,835 expense reimbursement related to Winter Storm Kenan

Tax Highlights:
- Total tax revenue collected for Current Year, Prior Years and Interest in the month of October was $239,567.61
- Total tax revenue collected for (C,S,I) Current Year, Prior Years and Interest in the month of October are $364,205.95
- Total Tax Delinquency Balances (P) collected in October are $24,515.73
December 5, 2022

To: Town Administrator
   Antonio A. Teixeira

From: Denise M. Cosgrove, RICA
      Tax Assessor

Re: DEPARTMENT HEAD REPORT

The month of November

- Complied the current personal property records creating many new accounts and included them in the annual compliance mailings.
- Visited close to one hundred properties to review property details, building permits, plan changes and sales.
- Addressed various address conflicts with RI Energy. After confirming E-911 system correlated with our records, notified RI Energy of corrective action.
- Attended and successfully completed the IAAO course 400 Assessment Administration.
- Continually updating deeds, property records and office forms as needed.
- Reviewed E-911 issue with Fire chief.

Respectfully submitted,

[Signature]

Denise M. Cosgrove, RICA
Tax Assessor
To: Honorable Town Council
From: Antonio A. Teixeira Town Administrator
Date: December 8, 2022
Subject: November Monthly Report

**Town Hall Restoration** – Weekly meetings are being held with the Damon Company to discuss current and future construction plans. Insulation has been applied to four sides of the building, with two remaining. Clapboard has been installed on three sides, they will be stripping the front of the building next. The handicap ramp has been poured and work is taking place on the vestibule. The main entrance is being used as a fire exit only. Finance and side entrances are available to access the Town Hall.

**Municipal Resiliency Projects (MRP)** – Wilkie Excating has completed the work on South Shore Beach confirmed by Engineer Don Medeiros. Town Way has been surveyed and now we need to create an RFP to address the storm water in the area.

**Senior Van** – We have received the paperwork from Tiverton Motor Sales to insure and register the van.

**Local Solar** – Mr. James Lock has been gathering information to come back to share with the Town Council his findings and possibilities.

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

**Building/Zoning Official** – We received two candidates and held interviews, Tuesday, December 6, 2022. A recommendation has been provided to the Town Council to approve and authorize the Town Administrator to make a job offer and negotiate a contract.

**Payroll** – Joseph DeSantis and Rachel Bruno continue to work through the various phases to convert into a new payroll system. They have invested much time to make sure that all the info is correct for each employee.
TOWN OF LITTLE COMPTON RHODE ISLAND
PROPOSED AMENDMENT TO CHAPTER XV
OF THE LITTLE COMPTON TOWN CODE

To amend in both Chapter 15-2.1 - Exemption for Veteran and
Chapter 15-4.1 – Exemption for person visually impaired

To replace “an exemption of $18,000 on real property owned” with “a reduction of $250 of real
property taxes owed”

Effective Date for both proposals. This section shall take effect as of the assessment date of
December 31, 2022.

Also to amend Chapter 15 to replace “Board of Assessors” with “Tax Assessor” in every
instance used in the Chapter to update the current structure of the Department.

Effective Date for this proposal. This section shall take effect upon passage.

The existing Little Compton Town Code and this proposed ordinance change may be viewed at
the Town Hall, Town Clerk’s Office, 40 Commons, Little Compton during normal business
hours, Monday through Friday, 8 am to 4 pm.

At the public hearing opportunity shall be given to all persons interested to be heard upon the
matter of the proposed amendment. The proposal may be altered or amended prior to the close of
the public hearing without further advertising, as a result of further study or because of the views
expressed at the public hearing. Any such alteration or amendment must be presented for
comment in the course of said hearing.

Individuals requesting interpreter services for the hearing impaired must notify the Town Clerk’s
Office at (401) 635-4400, 72 hours in advance of the hearing date.

HEARING DATE: November 17, 2022
TIME: 7:00 PM
PLACE: Town Hall, Town Council Chambers, 40 Commons,
Little Compton, RI

Sakonnet Times - November 10, 2022
Robert Mushen, Town Council President, William Moore, Director of Public Works, Carol Wordell, Town Clerk and I interviewed the two candidates for Building/Official and Zoning Officer: Marc Prezalar and Dean Simmons.

Both candidates did offer an array of experience, however, we feel that Mr. Simmons was the most qualified. Therefore, we recommend Dean Simmons.

I ask the Town Council your concurrence for me to go ahead and make an offer of employment and negotiate a contract to be ratified by the Town Council.
Carol Wordell

From: Lavinia Gadsden <lgadsden@gmail.com>
Sent: Monday, November 14, 2022 2:39 PM
To: Carol Wordell
Cc: Andrew Moore; Gary Mataronas; Patrick McHugh; Paul Golembeske; Robert Mushen; Tony Teixeira
Subject: Re: Styrofoam at the Transfer Station
Attachments: Facts about Styrofoam.docx

Carol,

Will you put a discussion of Styrofoam and the news that it can be recycled at Johnston on the agenda.

I would like to encourage the Council to revisit what can and can not be recycled at our Transfer Station.

(My attachment had details about styrofoam and recycling this material).

Thanks.
Lavinia

Lavinia Gadsden
646-957-2093
From: Lavinia Gadsden <lgadsden@gmail.com>
Sent: Thursday, November 10, 2022 11:41 AM
To: Town Council
Subject: Styrofoam at the Transfer Station
Attachments: Facts about Styrofoam.docx

Dear Council Members,
Congratulations on the outcome of the election!

I want to bring to your attention the facts about Styrofoam and suggest that the Town set up a bin for hard Sytrofoam so that it can be recycled. I also want to bring to your attention that the RI Resource Recovery Center is now accepting styrofoam as a part of a larger recycling program. See the attached document.

Currently there is a sign at the Transfer Station that says No Styrofoam is to be included in the receptacle for bottles, cans and plastic. Since there is not an alternative, Little Compton styrofoam goes into our trash. (The attendant at the Transfer Station wonders why we don’t have a receptacle for styrofoam and suggests that the battery recycling receptacle be placed at the Transfer Station rather than Town Hall).

Currently the Sogkonate and Little Compton Garden Clubs are collecting styrofoam and recently took 53 bags to the Johnston Recycling Center. This demonstrates that there is willingness to collect and recycle styrofoam and that a huge amount is generated from just these groups and their friends. Imagine if the entire town was setting aside styrofoam!!!

Please discuss setting up a bin for Hard Styrofoam and perhaps have a town vehicle take it to Johnstons as needed?

Thanks for tackling this issue.

Lavinia Gadsden

*** I do not suggest in any way that these clubs be asked to be involved in a town-wide effort to recycle styrofoam. However, their efforts should be applauded and used as a reference point for a larger undertaking by the town of Little Compton

Lavinia Gadsden
646-957-2093
Facts about Styrofoam

First, a little clarification. What we often call "styrofoam" is actually expanded polystyrene, or EPS. "Styrofoam" is a trademark of the Dow Chemical Company and it refers to a material that is similar to, but different from, EPS.

That molded white stuff surrounding a new TV and those annoying packing peanuts? that's EPS. Though you may toss it aside to get at what's inside, it's important that you don't just send EPS to the dump, where it sits for a long, long time. It doesn't biodegrade, but EPS is recyclable; collection companies just can't transport it economically.

Andrew Hellman is a PhD candidate in biology, Stanford University

Website about Styrofoam and Recycling it in RI  https://www.homeforfoam.com/home

Rhode Island Gets New Recycling Location

From coast to coast, more and more cities around the United States are beginning to recycle polystyrene foam products in their communities. Some places do it by offering drop-off locations and some do it by collecting foam in their curbside recycling.

One company in Rhode Island has expanded the reach of foam recycling by offering a new drop-off location available to residents throughout the state.

Since the beginning of June, residents throughout Rhode Island have been taking their polystyrene to the Central Landfill. The landfill is operated by the Rhode Island Resource Recovery Corporation and they accept two common types of foam: foodservice products and packaging foam.

The facility is utilizing a partnership with Dart Container Corporation to pick up and recycle the foam that is collected by the RIRRC. Dart picks up the foam that is collected by the RIRRC and takes it to one of its facilities to be recycled.

Once the foam is picked up and taken to a recycling facility it is broken down and turned into feedstock for manufacturing companies around the world. The foam is sorted and then put into a machine called a densifier, that melts down the foam and creates solid blocks of condensed foam EPS. These blocks are more efficient in their volume and weight and can then be better shipped to facilities where they produce things like park benches, surf boards and picture frames.
Rhode Island is just one of many states that you can find on our foam recycling map. Check it out to find a location near you!

Want to get your city or business recycling foam? We have information on our website that can help you purchase all of the materials you need to begin a foam recycling process in your community. https://www.homeforfoam.com/home
Dear Town Councilors,
I have done further research on the possibility of recycling styrofoam at the RI Resource and Recovery Center. Unfortunately, I have learned that they are "not accepting loads of foam from groups, businesses, or municipalities" due a limited capacity. Please read the full response to my email below. They will continue to accept styrofoam in smaller amounts from individuals, so the 2 Garden Clubs in town will continue to collect from our friends and neighbors. I will be in touch if this changes!

The other suggestion I had was that you place a receptacle for batteries at the Transfer Station. Apparently users of the Transfer Station ask frequently. It would save those recyclers a trip to a separate destination. Both locations?

Thank you for your work on making Little Compton Green!

Lavinia

Lavinia Gadsden
646-957-2093
(20) "Cultural-heritage-education-facility" means a facility for up to ten (10) individuals
who, for a fee, participate in the preparation and consumption of food, limited to an owner-occupied
site documented to be at least one hundred fifty (150) years old and whose drinking water shall be
obtained from an approved source which meets all of the requirements of chapter 46-13.

SECTION 2. Chapter 21-27 of the Rhode Island General Laws entitled "Sanitation in Food
Establishments" is hereby amended by adding thereto the following section:

21-27-6.2. Cottage food manufacture.

Notwithstanding the other provisions of this chapter, the department of health shall register
cottage food manufacture and the sale of the products of cottage food manufacture direct to
consumers whether by pickup or delivery within the state, provided that the requirements of this
section are met.

1. The cottage food products shall be produced in a kitchen that is on the premises of a
home and meets the standards for kitchens as provided for in minimum housing standards, adopted
pursuant to chapter 24.2 of title 45 and the Housing Maintenance and Occupancy Code, adopted
pursuant to chapter 24.3 of title 45, and in addition the kitchen shall:

i. Be equipped at minimum with either a two (2) compartment sink or a dishwasher that
reaches one hundred fifty (150) degrees Fahrenheit after the final rinse and drying cycle and a one
compartment sink;

ii. Have sufficient area or facilities, such as portable dish tubs and drain boards, for the
proper handling of soiled utensils prior to washing and of cleaned utensils after washing so as not
to interfere with safe food handling; equipment, utensils, and tableware shall be air dried;

iii. Have drain boards and food preparation surfaces that shall be of a nonabsorbent,
corrosion resistant material such as stainless steel, formica or other chip resistant, nonpitted surface;

iv. Have self-closing doors for bathrooms that open directly into the kitchen;

v. If the home is on private water supply, the water supply must be tested once per year;

vi. Notwithstanding this subsection, the cottage food products may also be produced in a
commercial kitchen licensed by the department and is leased or rented by the cottage food registrant
provided that a record be maintained as to the dates the commercial kitchen was used and that
ingredients used in the production of cottage foods are transported according to applicable food
safety standards and regulations promulgated by the department.

2. The cottage food products are prepared and produced ready for sale under the following
conditions:

i. Pets are kept out of food preparation and food storage areas at all times;
(i) Cooking facilities shall not be used for domestic food purposes while cottage food products are being prepared;

(ii) Garbage is placed and stored in impervious covered receptacles before it is removed from the kitchen, which removal shall be at least once each day that the kitchen is used for cottage food manufacture;

(iv) Any laundry facilities which may be in the kitchen shall not be used during cottage food manufacture;

(v) Recipe(s) for each cottage food product with all the ingredients and quantities listed, and processing times and procedures, are maintained in the kitchen for review and inspection;

(vi) An affixed label that contains:

(A) Name, address, and telephone number;

(B) The ingredients of the cottage food product, in descending order of predominance by weight or volume;

(C) Allergen information, as specified by federal and state labeling requirements, such as milk, eggs, tree nuts, peanuts, wheat, and soybeans; and

(D) The following statement printed in at least ten-point type in a clear and conspicuous manner that provides contrast to the background label: "Made by a Cottage Food Business Registrant that is not Subject to Routine Government Food Safety Inspection," unless products have been prepared in a commercial kitchen licensed by the department.

(3) Cottage food manufacture shall be limited to the production of baked goods that do not require refrigeration or time/temperature control for safety, including but not limited to:

(i) Double crust pies;

(ii) Yeast breads;

(iii) Biscuits, brownies, cookies, muffins; and

(iv) Cakes that do not require refrigeration or temperature-controlled environment; and

(v) Other goods as defined by the department;

(4) Each cottage food manufacturer shall be registered with the department of health and shall require a notarized affidavit of compliance, in any form that the department may require, from the applicant that the requirements of this section have been met and the operation of the kitchen shall be in conformity with the requirements of this section. Prior to the initial registration, each cottage food manufacturer is required to successfully complete a Food Safety Manager Course, any American Standards Institute approved food handler course, or any other course approved by the department. A certificate of registration shall be issued by the department upon the payment of a fee as set forth in § 23-1-54 and the submission of an affidavit of compliance. The certificate of
registration shall be valid for one year after the date of issuance; provided, however, that the certificate may be revoked by the director at any time for noncompliance with the requirements of the section. The certificate of registration, with a copy of the affidavit of compliance, shall be kept in the kitchen where the cottage food manufacture takes place. The director of health shall have the authority to develop and issue a standard form for the affidavit of compliance to be used by persons applying for a certificate of registration; the form shall impose no requirements or certifications beyond those set forth in this section and § 21-27-1(6). No certificates of registration shall be issued by the department prior to November 1, 2022.

(5) No such operation shall engage in consignment or wholesale sales. The following additional locational sales by any such cottage food operation shall be prohibited: (1) Grocery stores; (2) restaurants; (3) long-term care facilities; (4) group homes; (5) day care facilities; and (6) schools. Advertising and sales by Internet, mail and phone are permissible, provided the cottage food licensee or their designee shall deliver, in person, to the customer within the state.

(6) Total annual gross sales for a cottage food operation shall not exceed fifty thousand dollars ($50,000) per calendar year. If annual gross sales exceed the maximum annual gross sales amount allowed, the cottage food registrant shall either obtain food processor license or cease operations. The director of health shall request documentation to verify the annual gross sales figure of any cottage food operation.

(7) Sales on all cottage foods are subject to applicable sales tax pursuant to § 44-18-7.

(8) The director of health or designee may inspect a cottage food operation at any time to ensure compliance with the provisions of this section. Nothing in this section shall be construed to prohibit the director of health or designee of the director from investigating the registered area of a cottage food operation in response to a foodborne illness outbreak, consumer complaint or other public health emergency.

SECTION 3. Section 23-1-54 of the Rhode Island General Laws in Chapter 23-1 entitled "Health and Safety" is hereby amended to read as follows:

23-1-54. Fees payable to the department of health.

Fees payable to the department shall be as follows:

<table>
<thead>
<tr>
<th>PROFESSION</th>
<th>RIGL Section</th>
<th>Description of Fee</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbers/hairdressers</td>
<td>5-10-10(a)</td>
<td>Renewal application</td>
<td>$25.00</td>
</tr>
<tr>
<td>Barbers/hairdressers</td>
<td>5-10-10(a)</td>
<td>Renewal application:</td>
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<tr>
<td>Manicuring</td>
<td>5-10-10(b)</td>
<td>Instructors and manicurists</td>
<td>$25.00</td>
</tr>
<tr>
<td>Barbers/hairdressers</td>
<td>5-10-10(b)</td>
<td>Minimum late renewal fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Barbers/hairdressers</td>
<td>5-10-10(b)</td>
<td>Maximum late renewal fee</td>
<td>$100.00</td>
</tr>
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Art9

RELATING TO ECONOMIC DEVELOPMENT

(Page -5-)
Sidney Wordell  
274 Long Highway  
Little Compton, RI 02837  
Cell: 401.623.9031  
Email: iclaw@cox.net

November 4, 2022

Honorable Town Council  
Town of Little Compton  
Little Compton, RI 02837

Honorable Town Council,

Please allow this letter to serve as official notice of my interest in continuing to serve the Citizens of Little Compton in the capacity of Town Sergeant for the next two calendar years, 2023 - 2024. If you need anything else or have any questions please do not hesitate to get in touch with me.

Sincerely,

[Signature]

Sid Wordell
November 9, 2022

Dear Council Members,

Per our Town Charter, my term as Little Comptons Director of Social Services is due to expire at the end of November 2022. Having served in this capacity since 1996 I have become aware of the financial and emotional needs of our community. Serving on the Little Compton Assistance Association Board as the Grants Disbursement Coordinator has enabled me to successfully address those needs. Attending meetings, making contact with statewide social service organizations and home visits with clients are all part of my involvement.

I have approached the role of Social Service Director with a commitment and dedication to work closely with the community of Little Compton. I would very much appreciate the opportunity to continue serving in this capacity.

Thank you for your consideration.

Susan

Susan Sisson
Community Septic System Loan Program

**WHAT IT IS**

The **Community Septic System Loan Program** (CSSLP) provides attractive financing to homeowners for the repair or replacement of failed, failing or substandard septic systems, or to replace a cesspool with a septic system. Interested homeowners should contact their city or town to apply.

**HOW IT WORKS**

- Interest-free loans with a ten-year repayment term are available to residential property owners (maximum loan amount varies by community)
- Borrowers pay a one-time origination fee of $300 and a 1% annual servicing charge on the outstanding loan balance
- Residents seeking CSSLP financing must live in a municipality that participates in the program
- Municipalities wishing to participate must have an On-Site Wastewater Management Plan approved by DEM and be approved for financing by RIIB
- Our partner, Rhode Island Housing, is responsible for loan administration and underwriting, as well as billing and collection

**PARTICIPATING COMMUNITIES**

Bristol  
Charlestown  
Coventry  
Glocester  
Hopkinton  
Jamestown  
Narragansett  
New Shoreham  
North Kingstown  
Portsmouth  
Richmond  
Scituate  
South Kingstown  
Tiverton  
Warren  
Westerly

**CONTACT INFORMATION**

**Sydney Usatine**  
Senior Business Development Analyst  
Rhode Island Infrastructure Bank  
401-808-6676  
susatine@riib.org

**Ruth Anglon**  
Community Lending  
Rhode Island Housing  
401-457-1127  
ranglon@rihousing.com

Visit [www.RIIB.org](http://www.RIIB.org) for more information.
RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER RESOURCES

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.
Good morning,

Resource Recovery’s Board of Commissioners met on November 30, 2022 and approved the following items relating to the FY24-25 municipal disposal fees and municipal agreement.

**FY24-25 Municipal Tip Fees**
This is Rhode Island Resource Recovery Corporation’s official notification of the FY24 and FY25 municipal solid waste disposal fees, in accordance with the [Municipal Solid Waste Disposal Fee Pricing Structure and Procedure](#) rule. Every two years, we follow the procedures in the rule to calculate the under-the-cap municipal disposal fees. The over-the-cap tip fee mirrors the commercial rate, which is $115/ton. Our Board of Commissioners approved the following FY24-25 municipal disposal fees at the 11/30 meeting:

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*Our Board approved a lower tip fee for FY24 than what was presented at the 11/16 municipal meeting and sent with the follow up materials. As a reminder, our projection of five year cash flow balances is based on our budget adopted in May 2022. Market conditions since then have provided Resource Recovery with a temporary increase in tons and therefore an uptick in revenue. This increase leaves Resource Recovery with enough resources to phase in the $9.00 rate increase over two years, equating to an increase of $4.50 from the current FY23 disposal fee of $54/ton to $58.50 for FY24, then an additional $4.50 to $63.00 for FY25.

**FY24-25 Municipal Agreement**
Our Board also approved the FY24-25 municipal service agreement, which was updated to include the above tip fees. You will find the two versions, both clean and red-lined and dated 11/23/22, attached. You’ll notice the signature page says “DRAFT do not sign.” As I mentioned at the municipal meeting, we will use Adobe Sign to execute the FY24-25 agreements. I will be in touch in early 2023 to obtain contact information for the specific municipal representatives that will sign on behalf of your municipality. However, feel free to have your solicitor and executives get a head start on your internal review process, sans attachments (see below).

**Attachments:** We are currently assessing minor revisions of the agreement’s attachments and expect to have more details and final versions soon. You can see the most current versions of the attachments [on our website](#).

Please don’t hesitate to reach out with any questions or concerns. I will be in touch in early 2023 with more information on executing the agreements through Adobe Sign, but feel free to start your internal review of the attached draft. This is being sent to all three of our municipal contact lists: executives, directors and coordinators.

Best,

Kristin

**Kristin Littlefield** | Municipal Program Coordinator
Rhode Island Resource Recovery Corporation
65 Shun Pike, Johnston, RI 02919
SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the
RHODE ISLAND RESOURCE RECOVERY CORPORATION

And the
MUNICIPALITY

This solid waste and recycling services agreement (Agreement) is made and entered into by and jointly between The Rhode Island Resource Recovery Corporation, (“The Corporation" or "Corporation", or "RIRRC") a quasi-public corporation organized under the laws of the State of Rhode Island, and the _________, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at _________, Rhode Island. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. TERM. The term of this Agreement shall commence on the date of municipal execution or July 1, 2021/2023 whichever is the later and end on June 30, 2023/2025, unless sooner terminated or extended as provided herein.

2. DISPOSAL OF MUNICIPAL SOLID WASTE. For the term of this agreement and pursuant to Rhode Island General Law ("RIGL”) Chapters 23-19-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation’s landfill located at 65 Shun Pike, in Johnston, R.I. (hereinafter “Landfill” or “Central Landfill”), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL § 23-19-5(6) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter “MSW”), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality’s MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

a) Provides any of these aforementioned services through a contract or license, or by municipal employees, or

b) Pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or

c) Assigns, subject to the Corporation’s approval, all or part of its municipal waste cap for disposal at the Landfill to a third party in accordance with RIGL § 23-19-13(g)(3) and 23-18.9-1(b)(3).

Ineligible Solid Waste. This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above, except where Municipality has implemented a commercial recycling program for which it has assumed responsibility for collection, either directly by municipal employees or through a contract or license.

Commented [KL1]: Moved to Delivery of Recyclables
3. COMPLIANCE WITH LAWS. Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW, Mixed Recyclables, as defined herein below, and other materials delivered to the Corporation’s facility by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies, including any facility site regulations and policies. Municipality, and its agents, contractors, and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors, and employees, shall act in a safe, efficient and workmanlike manner. The failure or refusal of Municipality, or any agent, contractor, or employee of Municipality in good faith, or follow instructions of a Corporation official, operating manager or other responsible person of Corporation or its agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality’s, or any agents, vehicle, whether or not it has been off-loaded. The Corporation’s “On-Site Safety Policy” is attached and incorporated herein by reference (Attachment 4).

4. FEES FOR THE DISPOSAL OF MSW. For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee set in accordance with the Rule “Municipal Solid Waste Disposal Fee Pricing Structure and Procedure”, § 845-RICR-00-004 (Attachment 21), as adopted by the RIRRC Board of Commissioners on November 30, 2022/December 9, 2020, for the disposal of all its MSW up to its annual MSW Cap as defined herein below. The municipal disposal fee will be fifty-eighty-seventy dollars and fifty cents ($58,504.50) per ton in Fiscal Year 2022/2023 (the one-year period from July 1, 2022/2023 through June 30, 2022/2024) and sixty-three hundred forty dollars ($63,064.00) per ton in Fiscal Year 2023/2024 (the one-year period from July 1, 2022/2024 through June 30, 2022/2025).

- **“Municipal Solid Waste Cap (MSW Cap)”** means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated each year in accordance with the Rule “Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments,” § 845-RICR-00-003 (Attachment 32). The MSW Cap shall be adjusted each year according to the procedures outlined in Attachment 3. The Corporation shall notify municipalities of the new MSW Cap for the following fiscal year no later than April 1 of each current year.

- **“Over the Cap” MSW Cap Fee:** During Fiscal Year 2022/2023 and Fiscal Year 2023, Municipality agrees to pay the Corporation one hundred and fifteen dollars ($115,000.00) per ton for disposal of all MSW in excess of its annual MSW Cap. During Fiscal Year 2024, Municipality agrees to pay the Corporation one hundred dollars ($100.00) per ton for disposal of all MSW in excess of its annual MSW Cap.

There shall be a minimum charge of one (1) ton for any load of MSW.

5. BILLING AND PAYMENT. The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of invoice date.

6. EARLY PAYMENT DISCOUNT. Upon receipt of full payment of an invoice within twenty (20) days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice.

7. MUNICIPAL RECYCLING AND DIVERSION PLANS. Pursuant to RICL § 33-1-13(c)(3), the municipality's 2021-2022 Recycling and Diversion Plan serves as an addendum to this contract. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible for implementing the plan and reporting on
the results. Reporting will be accomplished through completion of the Corporation's 2021 annual data survey. An updated municipal recycling and diversion plan for the 2023 and 2024 time frame will be provided to the Corporation prior to February 1, 2023.

8.6 DELIVERY OF RECYCLABLES FOR PROCESSING. Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables, as defined herein below, which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver Mixed Recyclables, as defined herein below, elsewhere. Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the Corporation's "Materials Acceptance Criteria", attached and incorporated herein by reference (Attachment 4) for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Mixed Recyclables" generally includes materials defined as "Mixed Recycling" in recyclable by the "Materials Acceptance Criteria", attached and incorporated herein by reference (Attachment 3). These Mixed Recyclables are generated by a household during the normal course of the day which are then placed in a recycling container set out for collection or are delivered to a recycling drop off facility or except where Municipality has implemented a commercial recycling program for which Municipality has assumed responsibility for collection, either directly by municipal employees or through a contract or license. Municipality agrees to deliver all these Mixed Recyclables collected under its municipal recycling program regardless of whether they are Mixed Recyclables are collected in a curbside program or through a drop-off program. The Corporation may allow additional materials to be accepted as Mixed Recyclables, from time to time, and would therefore be subject to the terms of this Agreement. Mixed Recyclables properly delivered to the Corporation in accordance with its policies shall not incur a tip fee, pursuant to RIGL §23-19-31.

Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said municipally collected Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the Corporation's "Materials Acceptance Criteria", attached and incorporated herein by reference (Attachment 4) for as long as such markets exist and it is economically beneficial to do so, at no cost to Municipality. Mixed Recyclables properly delivered to the Corporation in accordance with its policies shall not incur a tip fee, pursuant to RIGL §23-19-31. Loads of Mixed Recyclables that don't meet the minimum quality standards may be rejected by the Corporation.

a) MRF Load Inspection and Rejection Procedure: The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 43, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically by (e-mail) of any rejected loads, generally within 24 hours after the close of business on the day of the load rejection/rejected load. Load rejection email notifications will normally be in the form of include a report identifying the material quality issue and include photos of the contamination. Continued failure of a customer Municipality to meet the minimum quality standards could result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

b) Rejected Loads. There will be an Equipment Use/MRF Rejected Load Handling Charge
assessed for any load of municipal Mixed Recyclables that are rejected by the MRF, requiring reloading into a RIRRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its applicable MSW rate and applied to the Municipality’s annual MSW Cap as defined in Section 3 of this Agreement.

9.7. MUNICIPAL RECYCLING AND DIVERSION PLANS. Pursuant to RIGL § 23-19-13(g)(3), the municipality’s 2021-2022/2023-2024 Recycling and Diversion Plan serves as an addendum to this contract agreement. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible for implementing the plan and reporting on the results. Reporting will be accomplished through completion of the Corporation’s 2021-2023 annual data survey. An updated municipal recycling and diversion plan for the 2023-2025 and 2024-2026 time frame will be provided to the Corporation prior to February 1, 2023.

10. TRANSFER OF MATERIALS. Municipality must apply to the Corporation in writing for permission to use a transfer station to transfer Mixed Recyclables or MSW from a curbside collection vehicle to a trailer truck for transport to Corporation facilities. These materials can be transferred only if the Corporation grants permission in writing to do so, and all transfers must comply with the Corporation’s Municipal Transfer Policy (Attachment 5).

11. DISPOSAL FEES FOR OTHER MATERIALS. Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as set forth in the attached Fee Schedule and incorporated herein by reference (Attachment 6A). Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 4-3 (Materials Acceptance Criteria). Municipality is encouraged to find alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, bulky rigid plastics, construction & demolition debris (C&D), leaf & yard waste, (including brush, Christmas trees and stumps), scrap metal, unrecoverable (non-recyclable) mattresses, tires, and wood pallets, but excluding Mixed Recyclables as defined in Section 6A.

a) Leaf & Yard Waste. For the term of this agreement and pursuant to RIGL § 23-19-3(17), the Corporation shall accept segregated leaf and yard waste from Municipality at no cost. Municipality agrees to pay the Corporation a fee of zero dollars ($0.00) per ton for leaf and yard waste tonnage up to its annual leaf and yard waste Cap (L&YW Cap). "L&YW Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste L&YW Cap shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. It is calculated by multiplying the municipal population (as determined by the more current of the decennial U.S. Census or the State of Rhode Island Statewide Planning Population Projections) by 0.025 tons. The L&YW Caps for the following fiscal year shall be adjusted annually and disseminated with the MSW Caps, as outlined in Section 3 above in accordance with the Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allocations (Attachment 3). The new L&YW Cap shall be distributed to Municipality, no later than April 1 of each current year. Municipality agrees to pay the Corporation the fee in accordance with RIGL 23-19-3, currently set at twenty-five dollars ($25.00) per ton, for the acceptance of all leaf and yard waste in excess of its annual L&YW Cap. The over the cap fee is established by State law and subject to change.

b) Leaf and Yard Waste Borrowing Program. Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against oversizes. Pursuant to RIGL § 23-19-3(17), municipalities can borrow up to one-half (½) of their established L&YW Cap from other municipalities, subject to the provisions outlined in [The Municipal Leaf and Yard Waste Debris Cap Sharing Policy and Form are attached to this Agreement as Attachment 7B], attached and incorporated herein by reference.

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FY24-25 Municipal Agreement / DRAFT 11/23/22 / Approved by RIRRRC Board on 11/30/22

5
ii) Over the Cap L&YW Disposal Fee. Municipality agrees to pay the Corporation the fee in accordance with RIGL 6-2-19-A.17, Municipality agrees to pay the Corporation currently set at twenty-five dollars ($25.00) per ton for the acceptance of all leaf and yard waste in excess of its annual L&YW cap or adjusted L&YW Cap (the Municipality's established annual L&YW Cap plus any tonnage received from the leaf and yard debris borrowing program). The over the cap fee is established by State law and subject to change.

b) Construction and Demolition Debris (C&D). Acceptable Municipal C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation, §250-RRCR-140-05-1 and further defined in Attachment 3 (Materials Acceptance Criteria). Municipal C&D is landfilled and tonnage is considered MSW and will be applied against the Municipality's annual MSW Cap as defined in Section 4.3 of this Agreement and charged to the Municipality at its applicable MSW rate that may reflect an increase. It is recommended that municipalities attempt to find alternate outlets for C&D.

e) Rejected Loads. There will be an Equipment Use/MRF Rejected Load Handling Charge assessed for any load of municipal recyclables that are rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its MSW rate and applied to the Municipality's MSW Cap.

MRF Load Inspection and Rejection Procedure: The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 4, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically (e-mail) of any rejected loads, generally within 24-hours after the close of business on the day of the rejected load. Load rejection notification will normally be in the form of a report identifying the material quality issue and include photographs of the contamination. Continued failure of a customer to meet the minimum quality standards could result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

9. UNACCEPTABLE MATERIALS. Neither MSW nor Mixed Recyclables No materials delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in RIGL 8 Subsection 23-19-1-4 (4) (b) of the Rhode Island General Laws, or any other waste prohibited in statutes, regulations or Materials Acceptance Criteria (Attachment 3) by which the U.S. Environmental Protection Agency, the RI Department of Environmental Management or The Corporation's waste regulations prohibit for acceptance at the Resource Recovery facilities. This Agreement shall not apply to the disposal of any other type of solid waste as defined under "Ineligible Solid Waste" in Section 2.

10. TRANSFER OF MATERIALS. Municipality must apply to the Corporation in writing for permission to use-utilize a transfer station to transfer the shipment of Mixed Recyclables or MSW or any other materials as defined above in Section 8 and Attachment 3 (Materials Acceptance Criteria) from a curbside collection vehicle to a trailer truck for transport to Corporation facilities for the term of this Agreement. These materials can be transferred only if the Corporation grants permission in writing to do so and all transfers must comply with the Corporation's "Municipal Transfer Policy." (Attachment 6, attached and incorporated herein by reference).

421. COMPOST FOR CONTRACT MUNICIPALITIES. The Corporation will, from time to time, make finished compost available free of charge, subject to the provisions of Attachment 8, attached and incorporated herein by reference, to those municipalities with current and fully effective Agreement who have also delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for distribution to the aforementioned municipalities, the Corporation will provide notices and the municipalities will be allowed to request free compost for their use, as
43.11 RECYCLING AGREEMENT INCENTIVES. To be eligible to participate in the recycling incentive programs, municipalities must have a current, fully executed this Agreement with the Corporation and meet the minimum applicable eligibility requirements of each. The incentive program shall include:

a) Finished Compost for Contract Municipalities. Pursuant to RIGL § 23-19-3(17) and subject to the provisions outlined in the "Compost Distribution Policy," Attachment 7, attached and incorporated herein by reference, the Corporation will, periodically from time to time, make finished compost available free of charge, subject to the provisions of Attachment 8, attached and incorporated herein by reference, to those municipalities with current and fully effective Agreements who have also delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to request free compost for their use, as outlined in the Compost Distribution Policy, Attachment 8.

b) MRF Profit Share. When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of RIRRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Receiving Profit Share Annual Reporting Form" (Attachment 98) to record and report to the Corporation the use or intended use of the prior year’s profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition: The Corporation will offset any and all profit share funds from any amounts due to the Corporation from the Municipality with a receivable greater than sixty (60) days on the Corporation's monthly Account Receivable Aged Balance Report.

c) Municipal Grants. When the Board of Commissioners authorizes, a competitive waste reduction and recycling enhancement grant program will provide funding for RIRRRC-approved municipal proposals as outlined in the "Municipal Grant Policy," Attachment 409, attached and incorporated herein by reference. Grant awards must be used solely for the purpose for which they were approved. Payment of grant funds to recipients shall be as a reimbursement of approved expenditures only. Grants are not transferable, either year to year or entity to entity.

d) Recycling Bin Discount. A twenty-five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.

e) Tip Fee Rebate. A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW Carwaste disposed, in accordance with paragraphs Sections 2.6, and 8 of this Agreement, at the Corporation's facilities during FY22/23 and FY23/24. This Rebate is offered to those municipalities that qualify based on the following recyclable percentage, according to the actual recorded tonnage delivered to the MRF:

i) Zero-dollar Rebate: Applies to any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-three and ninety-nine hundredths percent (23.99%) of its solid waste at the MRF.
iii) One Dollar ($1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.

iii) Two Dollars ($2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.

iv) Three Dollars ($3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.

Zero dollar Rebate: Applies to any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF will not qualify for a Rebate.

The Corporation shall issue a Rebate not later than September 1, 2023 for 2023 and 2024 to those municipalities that qualify for a rebate for the year end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the Corporation's current Agreement with the Corporation. The tonnage eligible for the Rebate for each fiscal year shall not exceed Municipality’s MSW Cap calculated for that year, as defined in Section 3.

12. HOURS OF OPERATION. The normal hours of operation for receiving materials at the Corporation's facilities including the landfill and MRF are Monday through Friday from 6:00 a.m. to 3:45 p.m. and Saturday 6:00 a.m. to 12:00 p.m. (except following a state holiday whereby the Landfill will remain open until 1:00 p.m. on Saturday). The Corporation's facilities are closed on state holidays according to the Corporation's holiday schedule published annually. The Corporation’s facilities will remain open until 1:00 p.m. The Corporation may close or modify these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests.

14. INFORMATION. If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.
45.14. TERMINATIONS AND REMEDIES.

a) TERMINATIONS. The Corporation has the absolute right in its sole discretion to terminate this Agreement if the Corporation determines that Municipality is not abiding by the terms of this Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. Municipality shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

b) REMEDIES. Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:

i) Commence an action for damages and for injunctive relief;

ii) Pursue any other remedies available to it by law provided however that:

   Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

46. UNACCEPTABLE MATERIALS. Neither MSW nor Mixed Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-1 (4)(B) of the Rhode Island General laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for acceptance at the Resource Recovery facilities.

47. LICENSE RESTRICTIONS AND REQUIREMENTS. Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.

48. HOURS OF OPERATION. The normal hours for receiving materials at the facility are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 1:00 p.m. on Saturday). The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closure leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.

16. GENERAL. RFI FASF. Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasors"), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasors in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasors materials that may be stopped from progressing for any
49.17. COMPLIANCE WITH LAWS. Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW, Mixed Recyclables, as defined herein below, and other materials delivered to the Corporation's facilities by ReleasorsMunicipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. ReleasorsMunicipality and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, ReleasorsMunicipality and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of ReleasorsMunicipality, or any agent, contractor or employee of Municipality to go, act or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its A-agents are grounds for the ejection of such person from Corporation property, and the removal of the ReleasorsMunicipality's, or any agents, vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached and incorporated herein by reference (Attachment 10).
20.18. ASSIGNMENTS. Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement without the consent of the Corporation. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality within fifteen (15) days of the assignment provided, however, that assignee agrees to undertake the obligations herein.

20.19. GOVERNING LAW. This Agreement shall be deemed to be a contract entered into and made pursuant to the laws of the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state.

20.20. ENTIRE AGREEMENT. This Agreement and incorporated attachments represents the entire understanding reached between the parties hereto with respect to Municipality’s use of the Corporation’s Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing. Any modifications hereof shall be in writing and shall be signed by appropriate authorized representatives of Municipality and Corporation.

20.21. SEVERABILITY. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

20.22. ATTACHMENTS.

(1) On-Site Safety Policy
(2) Municipal Solid Waste Disposal Fee Pricing Structure and Procedure
(3) Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments
(4) Materials Acceptance Criteria
(5) Fee Schedule
(6) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
(7) Municipal Transfer Policy & Form
(8) Fee Schedule
(9) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
(10) Compost Distribution Policy
(11) Recycling Profit Share Reporting Form
(12) Municipal Grant Policy
(13) On-Site Safety Policy

During the term of this Agreement, the Corporation will provide 30 days notice to the municipality prior to adopting any revisions to pertinent attachments, excepting the Fee Schedule which shall remain in effect without revision for the term of the Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: ________________________________ Dated: ________________________________
NOT SIGN

Joseph Reposa, Executive Director

BY: ________________________________ Dated: ________________________________
NOT SIGN

Dean Huff, Chief Financial Officer Marc Coppolino, Director of Finance

FOR THE MUNICIPALITY:

BY: ________________________________ Dated: ________________________________
SIGN

(SIGNATURE)

DRAFT DO NOT SIGN

Title: ________________________________

(NAME)

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

DRAFT DO NOT SIGN

(SIGNATURE)

DRAFT DO NOT SIGN

NAME: Solicitor for the MUNICIPALITY

FY24-25 Municipal Agreement / DRAFT 11/23/22 / Approved by RIRRC Board on 11/30/22
Town of Little Compton
Town Hall
P.O. Box 226
Little Compton, RI 02837

To: Honorable Town Council

From: Antonio A. Teixeira
Town Administrator

Date: December 8, 2022

Subject: RIDOT Construction and Maintenance Agreement

Rhode Island Department of Transportation (RIDOT) has submitted to the Town of Little Compton an agreement to work with us and construct curbing and sidewalks on the Commons.

BETA Group Engineering is representing Little Compton with RIDOT to ensure that we develop the appropriate plan and safety for the area.

The cost to the Town is $70,000 which will come from the ARPA funds. RIDOT is requesting fifty percent of the cost as an installment payment.

Please see attached their communication for your review.

Thank you!
November 22, 2022

Antonio Teixeira, Town Administrator
Town of Little Compton
40 Commons Street
P.O. Box 226
Little Compton, RI 02837

Subject: Pavement Improvements - LCM, TIV
PTS ID: 2606H
RIC Design: 2019-EH-022P
FAP Design: STP-SCOP(001)
Construction & Maintenance Agreement

Dear Mr. Teixeira,

Attached please find two (2) originals of the Construction & Maintenance (C&M) Agreement for the Pavement Improvements – LCM, TIV project. This Agreement is associated with the addition of sidewalks on Commons Street in Little Compton.

We respectfully request both originals of the Agreement be signed by the appropriate Town Officials. At the time of signing the town shall pay RIDOT an upfront installment payment. The amount of the installment payment shall be fifty percent (50%) of the total due from the Town per the terms of the Construction and Maintenance Agreement. Once executed, please return both originals along with the municipality upfront installment payment to my attention at the address above. The check shall be made payable to the General Treasurer of the State of Rhode Island.

After receiving the Construction and Maintenance Agreement with the payment included, RIDOT will then execute the agreement and return one (1) original to the Town. The remaining fifty percent (50%) installment is due prior to the Department issuing a Purchase Order and Notice-To-Proceed to our construction contractor. The Project Manager will be in contact with you before that time.

Please return the executed agreement as soon as possible, as we need it prior to starting final design. Should you have any questions or require additional information please contact myself at hakeem.ottun@dot.ri.gov, or the Project Manager, Jon Fontana at jon.fontana@dot.ri.gov
Sincerely,

Hakeem Ottun, P.E.
Managing Engineer
Division of Project Management -- Office of Scoping & Compliance

Attachments

cc: L. Fisette, D. Walsh, J. Primeau, D. Capalbo, J. Fontana (via email)
CONSTRUCTION & MAINTENANCE AGREEMENT (THIRD PARTY)

by and between the

STATE OF RHODE ISLAND

and the

TOWN OF LITTLE COMPTON

For

PAVEMENT IMPROVEMENTS – LCM, TIV

AGREEMENT entered by and between the State of Rhode Island (the “STATE”), through its Department of Transportation and the TOWN of Little Compton (the “TOWN”)

WHEREAS the STATE, in cooperation with the TOWN, intends to construct the Pavement Improvements – LCM, TIV (further described in the Project Description attached as EXHIBIT A and referred to as the “PROJECT”), in the TOWN of Little Compton

WHEREAS this PROJECT includes work associated with constructing pavement improvements along Commons Street between the Meetinghouse Lane and South of Commons Road, funded jointly between the STATE and the TOWN (further described in the attached Project Description and referred to as the “PROJECT WORK”); and

WHEREAS the STATE will accomplish said improvements associated with PROJECT with STATE funds and the TOWN shall pay the STATE in the amount of Seventy Thousand Dollars ($70,000.00) for the PROJECT WORK, and shall provide for the proper maintenance after completion of the improvements.

NOW THEREFORE, the STATE and the TOWN (the “PARTIES”) hereby agree as follows:

1. The STATE will forward this Agreement to the Town for the appropriate signatures and authorization. Once signed by the Town, the Agreement shall be returned to the State for execution along with an upfront installment payment of Thirty-Five Thousand Dollars ($35,000.00), which represents fifty percent (50%) of the amount due from the Town.

2. Upon payment of the upfront installment by the Town, and execution of the Agreement by the State, the State shall advertise the PROJECT in conformance with 23 CFR Part 635 and the provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
3. Prior to the STATE issuing a Purchase Order for the PROJECT to its contractor (the "Contractor"), the TOWN shall pay the STATE Thirty-Five Thousand Dollars ($35,000.00) representing the remaining fifty percent (50%) balance due from the TOWN. Only after receipt of the remaining payment from the TOWN will the State issue the Purchase Order and Notice to Proceed, and the Contractor will then be allowed to construct the improvements in accordance with the Plans and Specifications for the PROJECT. The TOWN shall allow the Contractor to access TOWN properties, where applicable, for purposes of constructing the PROJECT.

4. Upon completion of the PROJECT, the TOWN will:

   (a) maintain any and all aspects of the PROJECT in conformance with Chapters 24-8, Section 24-8-15 Title 24 of the Rhode Island General Laws and maintain in conformance with 23 U.S.C 116 and ADA/Section 504 requirements and shall also maintain all pedestrian facilities built with federal funds under this Agreement. This maintenance obligation includes reasonable snow and ice removal efforts, allowing only temporary interruptions in service or access.

   (b) maintain the PROJECT in accordance with the PROJECT Plans and Specifications, at its own cost and expense, and will make ample provision each year for such maintenance.

5. All work performed under this PROJECT is subject to the approval and inspection of the STATE which are hereby made a part of this AGREEMENT by reference.

6. The TOWN will use or allow the use of for transportation purposes only the space below plane sixteen feet, four inches (16' - 4") above the existing grade of the highway or the minimum clearance plus four inches as approved by the STATE, except the space necessary for foundations, vertical support facilities and utility and mechanical systems. Any other space above and below the highway may be used for other than transportation purposes only with the approval of the State and Federal authorities and in accordance with the provisions of the Federal-Aid Highway Acts and the regulations adopted thereunder.

7. The STATE reserves the right to require the execution of an Agreement between the STATE and the TOWN or a third party responsible for developing and operating the air space for any use of the space above and below the highway for other than transportation purposes and said Agreement shall be submitted to the FHWA for approval.

8. The TOWN will take all necessary steps to receive authority from the Governing Body to enter into and execute this AGREEMENT including, but not limited to, submission of this AGREEMENT to the Municipal Governing Body for ratification.

9. The actual construction costs will be based on the unit bid prices of the confirmed low bidder.
The TOWN will be responsible to pay for the actual construction costs associated with the PROJECT WORK, including but not limited to any cost overruns or changes made to the PROJECT WORK.

10. The STATE reserves the right to terminate this Agreement if State or Federal Funds are rescinded or not authorized for the PROJECT.

11. This AGREEMENT may not be altered or amended except by written agreement signed by the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed by their duly authorized officials as of the date last written below.

Recommended for Approval: Date: ________________________
DEPARTMENT OF TRANSPORTATION:

__________________________
Lori A. Fisette
Administrator of Project Management(A)
Department of Transportation
Date: ________________________

__________________________
Loren Doyle
Chief Operating Officer
Department of Transportation
Date: ________________________

Approved as to form:

__________________________
John J. Igliozi, Esq.
Assistant Director of Legal Services
Department of Transportation
Date: ________________________

Approved:

__________________________
Director Peter Alviti, Jr., P.E.
Department of Transportation

Pavement Improvements – LCM, TIV
TOWN OF LITTLE COMPTON, RHODE ISLAND

Antonio A. Teixeira, Town Administrator
Town of Little Compton, Rhode Island

Date: ________________________________

Approved as to form:

Richard S. Humphrey, Town Solicitor
Town of Little Compton, Rhode Island

Date: ________________________________
EXHIBIT A

PROJECT DESCRIPTION

The Project consists of resurfacing and drainage improvements along seven roads in Tiverton and Little Compton. New pavement will replace the existing pavement which is in poor condition. Drainage improvements will provide erosion control and treat stormwater runoff that flows into local waterways. Roadway reclamation is expected throughout the corridor as well as guard rail and signage improvements. The proposed improvements will stay within the existing right of way.

The seven roads in the project area are East Main Road, Meetinghouse Lane, and South of Commons Road in Little Compton as well as Fish Road, Highland Road, Route 77 (Main Road) and Souza Road in Tiverton. The roadways being resurfaced total around 11 miles in length. Sidewalk improvements will occur on roadways to improve accessibility for pedestrians.

PROJECT WORK. The estimated cost of the Project is Eighteen Million Nine Hundred and Thirty Thousand ($18,930,000.00) dollars, of which the TOWN has agreed to pay the State the sum of Seventy Thousand ($70,000.00) dollars, for the PROJECT WORK.
EXHIBIT B

COST ESTIMATE FOR TOWN OF LITTLE COMPTON

The lump sum cost estimate for the various items of work associated with construction and installing 600 Linear Feet of sidewalk is $70,000.00.
MEMORANDUM

DATE: October 18, 2022 Updated November 2, 2022
PROJECT: Little Compton Safety Complex 60 Simmons Road Little Compton RI 02837
SUBJECT: Review of Non-Conforming Scope
OWNER: Town of Little Compton
CONTACT: Robert Mushen, Town Council 40 Commons Road Little Compton RI 02837

I was asked by the Town Council President to evaluate the non-conforming issues at the Safety Complex in Little Compton. As a resident and construction consultant I am performing this task as a part of my civic duties and free of charge to the Town.

I have met with both the Police Chief and the Fire Chief on several occasions to review the issues at hand.

The documents include the following:

- The floor plans A101 and A102 dated April 12, 1999 prepared by The Robinson Green Beretta Corporation 50 Holden Street Providence RI 02908
- Condition Assessment Report dated October 3, 2022 by Building Enclosure Science 859 North Main Street Providence RI 02904
- Floor remediation quotes by Flooring Solutions in Warwick and DiStefano Brothers in Wakefield limited to Apparatus Bay only.

Photos Taken September 14, 2022

Rusting Door Frame/Threshold

Replace Lights – Low Output – Replace Flooring
**Findings:**

- Exterior:
  - Bollards should be placed in front of the Police Chiefs office, Police Offices, and Dispatch.
  - Glazing Film should be placed on all windows at the front of the facility; Police Offices, Police Chief, Toilet 101 Dispatch, and Equipment Room 103. Film to be of a specific purpose for insulated windows.
  - The flagpole foundation is listing 10-15 degrees. Pole should be removed along with pad and footing and replaced with a new footing.
  - Building exterior was dirty and several areas required painting. Power wash the entire front façade every year and repaint areas as required.

- Interior:
  - *Moisture comes up through the floor in all areas. In reviewing the report by BES it stated that the designer had the vapor barrier below structural fill which the slab on grade sat on so water is trapped between the vapor barrier and the slab. All remaining areas of flooring not already corrected should be removed, waterproofing applied, and hard waterproof commercial tile installed in those areas requiring a finish floor.
  - Metal equipment (FFE) and building components touching/close proximity to the floor like lockers and metal doors are rusting and need to be replaced once the floor issue is corrected. In addition all replaced FFE should be placed on pressure treated sleepers.
  - There is no faraday cage around the Dispatch/Comms room. This can be accomplished by utilizing a fabric above ceiling and if possible around the sides to block EMF, 5G etc and sufficiently ground.
  - The light levels in several areas such as the Main Hall are very low and the lamps and/or fixtures need to be replaced.
Safety Complex Little Compton
Report of Findings
October 18, 2022 Revised November 2, 2022

- The water main from the well needs to have proper filtration/treatment. This is causing the toilet fixtures to not operate properly; especially the urinal valve. Untreated water can cause many issues with toilets, urinals, showers, dishwashers, hot water heaters etc.
- The sewer backs up many times during the year sometimes coming up through the floor drains. The entire line should be video taped. There could be a bow in the line and the slab may need to be cut, piping removed and replaced, and slab repoured.
- There is mold throughout the ductwork as evidenced by the diffusers. The ductwork should be sanitized as soon as possible and in line duct UV system installed on each main.
- There was some discussion as to why the ductwork had so much humidification creating the mold. I believe that most of the moisture is from the slab on grade. Secondary is the fact that the overhead doors in the warmer months are open and the continuous traffic from the Fire Apparatus area and the Dayroom/Fire Offices could certainly be a contributing factor. An air lock or cleanroom traffic door may help.
- As evidenced by the photograph there is so much humidity in the Bedrooms that water is running down the walls. Humidity meter should be installed on wall in the bedroom area.

**Updated November 2, 2022**

- A majority of the doors and frames are ‘Sprung’ and need to be replaced. Many doors require new hardware.
- The Police Dept Kitchen sink/counter is rotted and needs replacement. At the same time full plywood cabinets should replace the old ones.
- Shelving needs to be added to the Police Dept. Kitchen. Supplies take up much of the floor.
- A counter needs to be installed for the microwave that is on the floor.
- The Fire Dept needs to have a wall installed to split up a bedroom for the female firefighter.
- Modifications to the closet and split bedroom need to be made so that a toilet/shower/sink can be added for the female firefighter.

**Phase Recommendations:**

Phase I – Completion Next 6 Months

1. Install film on the windows. Make sure that film will not heat up insulated glass and cause damage.
2. Ductwork to be cleaned and sanitized.
3. UV or similar purifier to be installed in all duct mains.
4. Install 2 humidity meters on wall. If high readings take place install low cost floor de-humidifiers.
5. Camera the sewer line all the way to outside building proper. If issue is found like a ‘bow’ then sawcut floor, replace sewer line section, and repour floor. Drill holes SOG epoxy in #4 bar every 6”
6. Correct 67% of the remaining floor surface that is not waterproofed. If in finished areas use carpet tile for wet conditions or waterproof porcelain/ceramic tile, bare floor like Fire Apparatus area can be finished with Urethane or Epoxy.
Safety Complex Little Compton
Report of Findings
October 18, 2022 Revised November 2, 2022

Phase II – Completion 6 Months – 12 Months
1. Correct 33% of the remaining floor surface that is not waterproofed. If in finished areas use carpet tile/rubber for wet conditions or waterproof porcelain/ceramic tile, bare floor like Fire Apparatus area can be finished with Urethane or Epoxy.
2. Remove showers and install tile.
3. Install water treatment system at main in Mechanical room.
4. Replace plumbing fixtures/valves damaged by untreated water.
5. Replace lamps or light fixtures as required to bring the light levels up.
6. Pressure wash building. Paint those areas in need.
7. A majority of the doors and frames are ‘Sprung’ and need to be replaced. Many doors require new hardware.
8. The Police Dept Kitchen sink/counter is rotted and needs replacement. At the same time full plywood cabinets should replace the old ones.
9. Shelving needs to be added to the Police Dept. Kitchen. Supplies take up much of the floor.
10. A counter needs to be installed for the microwave that is on the floor.
11. The Fire Dept needs to have a wall installed to split up a bedroom for the female firefighter.
12. Modifications to the closet and split bedroom need to be made so that a toilet/shower/sink can be added for the female firefighter.

Phase III – Completion 12 Months – 24 Months
1. Fix or replace rusted Furniture (Lockers), Fixtures, Equipment, and doors, frames, and thresholds. Buy plastic laminate lockers and install on pressure treated sleepers with boot box.
2. Install bollards.
3. Remove wallpaper in main hall and refinish walls.

* It should be noted that where the wall partitions sit on the slab that those areas cannot be waterproofed and that "Vapor Drive" may occur.

** The faraday cage or hardened circuits should be considered for Comms.

Please feel free to call with any questions.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Sakonnet Associates
Matthew Ladd
Matthew Ladd
Project Executive
December 1, 2022

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

Dear Council Members,

We would like to request use of Class F liquor licenses on following dates:
  • December 16, 2022 – Holiday Concert including dinner and cash bar
  • December 18, 2022 – Holiday Concert light refreshments and cash bar

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

Sincerely,

Amy Mooney
Executive Director
Little Compton Community Center
Edmund P. Maiato
92 Long Highway
Little Compton, RI 02837

Carol Wordell
Town of Little Compton Town Clerk
40 Commons
Little Compton, RI 02837

November 23, 2022

Dear Carol,

William Richmond the Chairman of the Little Compton Agricultural Conservancy Trust reached out to me yesterday and informed me that my term on the Ag. Trust is set to expire in July or August of 2023. He was inquiring to see if I was going to seek reappointment because he had a friend who was interested in taking my seat on the Trust. Given that he has someone interested in taking my position, I informed him that I would be willing to step down now to make way for his friend to potentially be appointed to the Trust by the Town Council.

The timing seems to work out quite well in that I recently agreed to accept a position with another employer. Unfortunately, since I have been with my current employer for over twenty years, I have been asked to stay on in a supervisory capacity for the next several months to aid in the transition. I agreed to do so. Therefore, I will be working two jobs for the next several months. Given that I already felt that the time I had available to dedicate to the Trust was limited, working two jobs will only strain my available time further which is not fair to the Trust. Therefore, it is with regret that I request that you please accept this letter as my desire to resign from Little Compton’s Agricultural Conservancy Trust effective immediately. Please understand that I would certainly have been willing to fill out my term but since William has someone interested in taking my seat, it seems to only make sense that the prospective appointee, be allowed to do so sooner, rather than later. If my sudden resignation should cause any problems for you, the Council or the Trust, I am more than willing to stay on as long as necessary to allow for a smooth transition. Please advise if that is the case, otherwise I will assume this letter will serve as my notification that my resignation will be immediate.

Thank you for allowing me the opportunity to serve the Town of Little Compton. It has been an honor and a pleasure.

Sincerely,
Ed Maiato
November 28, 2022

R. L. Mushen, Town Council President
PO Box 226 – 40 Commons
Little Compton, RI 02837

RE: 40 Commons, Little Compton

Dear Applicant,

A Fire Board hearing has been scheduled for February 21, 2023, for the following property 40 Commons, Little Compton.

Hearing will take place at 560 Jefferson Boulevard, Mckenna Conference Room (1st Floor), Warwick, RI 02886. Your presence is required at this hearing.

If you have additional documentation for this hearing, it must be submitted to our office no later than Tuesday, February 14, 2022.

Thank you

Desiree Campanini
Administrative Assistant

Cc: Little Compton Fire Department
State Fire Marshal’s Office
<table>
<thead>
<tr>
<th>PROPERTY LOCATION: 40 Commons, Little Compton, RI</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Owner Name:</strong> Town of Little Compton</td>
</tr>
<tr>
<td><strong>Owner Address:</strong> 40 Commons -- PO Box 226</td>
</tr>
<tr>
<td>Little Compton, RI 02837</td>
</tr>
<tr>
<td><strong>Previous Variance:</strong> □ NO □ YES</td>
</tr>
<tr>
<td><strong>If YES, Date:</strong> #</td>
</tr>
<tr>
<td><strong>TOTAL SQUARE FOOTAGE AS CERTIFIED BY THE FIRE MARSHAL</strong></td>
</tr>
<tr>
<td>[Construction Projects Only] 1570</td>
</tr>
<tr>
<td><strong>Inspection or Plan Review Covering the Property:</strong></td>
</tr>
<tr>
<td><strong>DATE:</strong> 14 October 2022</td>
</tr>
<tr>
<td><strong>AGENCY</strong> Local Fire Authority</td>
</tr>
<tr>
<td><strong>Basis For Appeal:</strong> Inspection/Violation Report</td>
</tr>
<tr>
<td><strong>Item #</strong> 9</td>
</tr>
<tr>
<td><strong>Code Section</strong> RIUFC 13.1.6</td>
</tr>
<tr>
<td><strong>Comments:</strong> Given the age and type of construction of the Town Hall, we are developing an alternative proposal to the installation of a sprinkler system.</td>
</tr>
<tr>
<td>No letter of authorization, since the owner is a municipality, not a person.</td>
</tr>
<tr>
<td>□ Request for Time Extension Only</td>
</tr>
<tr>
<td>□ Request for Relief on All Violations</td>
</tr>
</tbody>
</table>

**APPLICANT**

**Name:** R. L. Mushen, Town Council President
**Address:** PO Box 226 -- 40 Commons
**City/State:** Little Compton, RI 02837
**Contact Number:** 401-635-4529

**CERTIFICATION BY APPLICANT**

I, THE UNDERSIGNED □ OWNER OR □ AUTHORIZED REPRESENTATIVE DO HEREBY PETITION THE FIRE SAFETY CODE BOARD OF APPEAL AND REVIEW FOR VARIANCE(S) FROM THE FIRE SAFETY CODE FOR THE REASONS OUTLINED ABOVE. I UNDERSTAND THAT, AS A CONDITION OF THE REQUESTED VARIANCE(S), AN OVERALL PLAN OF FIRE SAFETY FOR THIS FACILITY SHALL BE DEVELOPED BY THE BOARD. I CERTIFY THAT I HAVE THE AUTHORITY TO APPEAR BEFORE THE BOARD AND TESTIFY AS THE OWNER OR ON BEHALF OF THE OWNER(S) OF THIS FACILITY AND TO LEGALLY BIND THE OWNER(S) TO THE OVERALL PLAN OF FIRE SAFETY DEVELOPED BY THE BOARD FOR THIS FACILITY. I HAVE REVIEWED THIS ENTIRE APPLICATION AND BELIEVE THE CONTENTS TO BE TRUE AND ACCURATE.

☐ I HAVE ENCLOSED THE MOST RECENT VIOLATION NOTICE, INSPECTION REPORT OR PLAN REVIEW REPORT.

☐ I HAVE ENCLOSED THE NON-REFUNDABLE FILING FEE CALCULATED IN ACCORDANCE WITH R.I.G.L. 23-28.3-5(b) AND THE SQUARE FOOTAGE OF THIS BUILDING AS CERTIFIED BY THE FIRE MARSHAL. (CHECKS PAYABLE TO THE STATE OF RHODE ISLAND)

☐ I HAVE ENCLOSED A LETTER OF AUTHORIZATION FROM THE OWNER IF I AM A REPRESENTATIVE AND NOT THE OWNER.

**Date/Signature of Applicant:** 2 Nov 22
November 15, 2022

Dear Little Compton Town Council,

The Little Compton Village Improvement Society requests the reservation of Veterans Field on the following dates:

Saturday May 6, 2023 for the second annual Sakonnet Plant Fair
Saturday August 5, 2023 for the 78th annual Chicken BBQ

Thank you so much for your consideration.

Respectfully,

Mikel Folcarelli
President
Little Compton Village Improvement Society
November 15, 2022

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 townspeople 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
Heather Cook

From: fnhaggerty@aol.com
Sent: Tuesday, November 15, 2022 12:16 PM
To: Heather Cook; Rebecca Miranda
Subject: Rhode Island utilities regulators considering suspending Mayflower Wind


November 15, 2022

Vineyard Wind: "offshore wind project is making progress on Cape Cod"

"Mayflower Wind says its 199-square-mile lease area could generate up to 2,400 megawatts of capacity, or enough power for about one million homes. Half of that power from what could be as many as 149 turbines would flow into the regional power grid through a cable routed into Falmouth."

Questions raised over offshore wind cable proposed for Sakonnet River

Alex Kuffner
The Providence Journal

PROVIDENCE – Rhode Island utilities regulators are considering suspending Mayflower Wind's application for transmission cables that would run up the Sakonnet River to the former site of the Brayton Point Power Station in Somerset after the developer raised questions about the financial viability of the first phases of the $5-billion offshore wind project it has proposed off Massachusetts.

The state Energy Facility Siting Board has ordered the company to demonstrate why the proceedings shouldn't be stayed until the questions surrounding financing of the first 1,200 megawatts of the project are resolved.

"It is not reasonable or fair to those governmental agencies, including the EFSB, to spend time and resources evaluating an Application for a project which may only be hypothetical in nature due to an admission by the Applicant that the proposed project is not going to be financially viable," says the Nov. 10 order signed by board chairman Ronald Gerwatowski.

State law requires a hearing be scheduled within 10 days of a show cause order unless the applicant seeks an extension within five days.

Mayflower Wind said it is reviewing the order and will respond within the required time frame.
Vineyard Wind: The offshore wind project is making progress on Cape Cod

Mayflower Wind says its 199-square-mile lease area could generate up to 2,400 megawatts of capacity, or enough power for about one million homes. Half of that power from what could be as many as 149 turbines would flow into the regional power grid through a cable routed into Falmouth.
Carol Wordell

From: frhaggerty@aol.com
Sent: Saturday, November 19, 2022 5:17 PM
To: dcook@tiverton.ri.gov; jmCGaw@eastbaymediagroup.com; ehartley@eastbaymediagroup.com; kaguiar@portsmouthri.com; lujius@portsmouthri.com; dabbott@portsmouthri.com; khamilton@portsmouthri.com; lkatzman@portsmouthri.com; akelly@portsmouthri.com; jryan@portsmouthri.com
Cc: dng@providencejournal.com; kgregg@providencejournal.com; afarzan@providencejournal.com; rrainer@portsmouthri.com; lhitchen@portsmouthri.gov; qeames@portsmouthri.com; llesinski@portsmouthri.com; Town Council; Carol Wordell; wrichmond@newportri.com; ldamon@newportri.com; zwolfang@gannett.com; sflynn@newportri.com; DdeMedeiros@tiverton.ri.gov; mburk@tiverton.ri.gov; dcook@tiverton.ri.gov; jpedwards@tiverton.ri.gov; djanick@tiverton.ri.gov

Subject: Falmouth Offshore Wind Stalls To Mid December

Subject: Falmouth Offshore Wind Stalls To Mid December

Falmouth Offshore Wind Stalls To Mid December

Rhode Island EFSB To Hold Hearing Mid December

Nov 19, 2022


An offshore wind company made proposals to land its cables in Falmouth Massachusetts and Portsmouth Rhode Island.

The wind company held talks with Falmouth town officials for almost two years.

During a June 8th 2022 Falmouth Select Board meeting the offshore wind company announced major changes to their plans to install electric cables and onshore power station. It was also disclosed the electric grid does not have the capacity to carry the high voltage lines off Cape Cod. The company also filed a motion with the Massachusetts Energy Facility Siting Board to temporarily suspend its landfall in Falmouth and was excepted by the board.

Falmouth residents at the Select Board meeting unanimously spoke out against the project.

On June 16,2022 the Rhode Island Energy Facility Siting Board notified the Town of Portsmouth Rhode Island that the same Falmouth offshore wind company had shifted plans to run cables through Portsmouth to get to Fall River.
By November 4, the Massachusetts Department of Public Utilities was told by the parent company of the offshore wind company that the project was no longer viable and would not be able to move forward.

The Rhode Island Energy Facility Siting Board scolded the offshore wind company for not informing the Rhode Island Board about the financial difficulties over inflation, interest rates and supply shortages while having a proposal in front of the board. The board had only been informed by Massachusetts news media and social networking.

Rhode Island regulators are considering suspending the offshore wind company application for the onshore transmission cables.

This seems very confusing but now the Rhode Island Energy Facility Siting Board has asked the offshore wind company for a "Show Cause Order." The board is questioning that the process be stayed until questions related to the economic and financial viability are answered.

The Rhode Island EFSB hearing for Docket number SB-2202-02 will take place in Mid December 2022
Massachusetts - Rhode Island Offshore Wind Company Has No Approved Land Routes To Electric Grid
Falmouth, Massachusetts

Portsmouth, Rhode Island

On October 17, 2022 NOAA published an "Incidental Take Authorization: Mayflower Wind, LLC Construction of the Mayflower Wind Offshore Wind Project."

comment closing date November 16, 2022

The map shows an onshore cable route through the Town of Falmouth, Massachusetts. (Route not approved by town & state)

Mayflower Wind suspended comment at the Massachusetts Energy Facility Siting Board on the Falmouth onshore cable in July-August of 2022 also known as "EFSB 21-03/D.P.U. 20-56/20-57: Petition of Mayflower Wind Energy LLC"

The map shows an onshore cable route through the Town of Portsmouth, Rhode Island. (Route not approved by town & state)

The Rhode Island Energy Facility Siting Board is expected to conduct a hearing with Mayflower Wind some time in December.

See Map This Link: https://www.fisheries.noaa.gov/action/incidental-take-authorization-mayflower-wind-llc-construction-mayflower-wind-offshore-wind

National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

Publication Date: 10/17/2022

Agencies: National Oceanic and Atmospheric Administration
Comments and information must be received no later than November 16, 2022.

NYT: GE -Siemens- Vestas Wind Companies Stumbling

Europe's Wind Industry Is Stumbling When It's Needed Most

The New York Times November 22, 2022

https://www.windaction.org/posts/54279

"This month, Siemens Gamesa Renewable Energy, a Madrid-based company that is the premier maker of offshore wind turbines, reported an annual loss of 940 million euros ($965 million). The company has announced a cost-cutting program that is likely to lead to 2,900 job losses, or nearly 11 percent of its work force.

Vestas Wind Systems, the world's largest maker of turbines, recently reported a loss of 147 million euros (about $151 million) for the third quarter.

General Electric, a large maker of wind turbines in the United States and Europe, has also struggled in its clean energy businesses. The company said last month that its renewable energy unit was likely to record $2 billion in losses this year.

Several problems are battering the industry, including rising costs for materials and shipping, as well as logistics snags, some of them a legacy of the pandemic. As a result, prices agreed on earlier for turbines, which cost millions of dollars apiece and can add up to hundreds of billions for large offshore wind farms, can result in huge losses for the manufacturers when they are delivered."
WIND ENERGY COSTS

- Turbine purchases: $850 billion
- Land clearing: $500 million
- Maintenance: $800 million
- Back-up power: $500 billion
- Green propaganda: $650 million

I thought you said wind energy was free.
https://mayflowerwind.com/rhode-island-drop-in-sessions/

Join us at one of two (or both!) informal drop-in sessions to learn about the Mayflower Wind SouthCoast Project.

Our team of experts will be on hand to answer your questions about the Rhode Island aspects of our offshore wind project. All are welcome to join us at these free in-person only events.
Carol Wordell

From: fnhaggerty@aol.com
Sent: Monday, November 28, 2022 1:08 PM
To: dcook@tiverton.ri.gov; jmcgaw@eastbaymediagroup.com; ehartley@eastbaymediagroup.com; kaguiar@portsmouthri.com; ljufusa@portsmouthri.com; dabbott@portsmouthri.com; khamilton@portsmouthri.com; lkatzman@portsmouthri.com; akelly@portsmouthri.com; jryan@portsmouthri.com
Cc: dng@providencejournal.com; kgregg@providencejournal.com; afarzan@providencejournal.com; rrainer@portsmouthri.com; lhhitch@portsmouthri.gov; geames@portsmouthri.com; ileinski@portsmouthri.com; Town Council; Carol Wordell; wrichmond@newportri.com; Idamon@newportri.com; zwolfang@gannett.com; sflynn@newportri.com; DdeMedeiros@tiverton.ri.gov; mburk@tiverton.ri.gov; dcook@tiverton.ri.gov; jpedwards@tiverton.ri.gov; djanick@tiverton.ri.gov
Subject: Mayflower Wind - "Offshore Wind" Public Comment To RI Energy Facility Siting Board

Mayflower Wind Energy Facility Siting Board Public Comment Letter By

- New England for Offshore Wind (11/23/22)


November 23, 2022 Chairman Gerwatowski, Director Gray, Director Brady Energy Facility Siting Board 89 Jefferson Boulevard Warwick, RI 02888


Dear Chairman Gerwatowski, Director Gray, and Director Brady,

As members and allies of the Rhode Island State Committee of New England for Offshored Wind, we respectfully urge you not to suspend the Mayflower Wind cable route application in Docket No. SB-2022-02 – Mayflower Wind Energy LLC Application for a License to Construct Major Energy Facilities (Portsmouth, RI). New England for Offshore Wind is a broad-based coalition of environmental, academic, labor, business, and social justice organizations united by our vision to combat climate change by increasing the supply of clean energy to our regional grid through responsibly developed offshore wind.

We applaud the Commissioners for closely monitoring the situation with Mayflower wind, and for communicating concerns promptly to the applicant. While Mayflower wind originally supported Avangrid’s request to the Massachusetts Department of Public Utilities (DPU) for an extension to consider the need for a Power Purchase Agreement (PPA) adjustment due to geopolitical events impacting inflation and supply chain issues, they have since indicated in writing to the Massachusetts DPU that they are committed to moving forward with the project. We understand that the EFSB issued the cause order prior to this indication. We urge the EFSB to consider this information and to move forward with its review as appropriate. We also hope that Mayflower wind will reconfirm its commitment to moving forward in a letter to the EFSB.

The Mayflower Wind project, while contracted with Massachusetts, will benefit the entire New England region, including Rhode Island. All together, the project will deliver 2.4 gigawatts (GW) of clean energy to the New England electricity grid, while reducing energy costs and pollution, creating high-quality jobs, and enabling our required transition away from fossil fuels. The rapid deployment of offshore wind is one of the least-cost, most straightforward steps to reduce electricity sector emissions in New England and combat the climate crisis while boosting our economy and creating equitable job opportunities for local communities. RI-NE4OSW Partners: Acadia Center BlueGreen Alliance Clean Water Action Environment America Green Energy Consumers Alliance
We are at a pivotal point in our transition to a clean energy economy and a strong offshore wind industry that could make our region a leader. It is crucial that the RI EFSB process does not result in any more delays in bringing this critical project online.

Thank you for your consideration.

Sincerely, Amanda Barker Green Energy Consumers Alliance Chair, Rhode Island State Committee New England for Offshore Wind
Falmouth Massachusetts December 4, 2022

Falmouth New Ocean Wind Cable Update December 5, 2022

Town Manager set to give onshore cable update

Falmouth Conservation Commission Granted Cable Test Sites September 2020

On June 8, 2022 the Falmouth Select Board held an onshore wind turbine cable meeting at the Lawrence School Auditorium. Around 200 people attended the meeting overwhelmingly speaking out against the project.

After the meeting the offshore wind company postponed its Falmouth project hearing at the Massachusetts Energy Facility Siting Board.

No new plans have been submitted to the Massachusetts Department of Public Utilities.

The current Town Manager and Town Counsel have been authorized by the Select Board to discuss plans with the offshore wind company. Any proposals will have to be voted by the Select Board and Town Meeting.

Falmouth has a wind turbine zoning bylaw that includes electric transmission, storage equipment, substations, transformers, service and access roads. Zoning bylaws are approved by the Massachusetts Attorney General.

Falmouth has 5861 residents in five environmental justice designated map block locations and a total of 32,517 year round residents. Three of the five environmental justice neighborhoods border or are in the designated locations of the preferred and/or alternative onshore cable routes.

After six months since the last public onshore cable meeting it is expected the Town Manager will address the new issues or plans on Monday, December 5, 2022.

The Town Manager will give two reports on December 5, 2022 one at 7:05 PM and the other at 8:35 PM

# Note - The offshore wind company in June of 2022 postponed its Falmouth, Massachusetts plans and added them to Portsmouth Rhode Island.
Mayflower Wind 1 EFSB 21-03/D.P.U. 20-56/20-57: Petition of Mayflower Wind Energy LLC ("Mayflower Wind") pursuant to G.L. c. 164 §§ 69J, 72, and G.L. c. 40A, § 3, for approval to construct electric transmission lines and a new substation in the Town of Falmouth.

Public Comment Hearing – Postponed
https://www.mass.gov/info-details/mayflower-wind-1#public-comment-hearing-%E2%80%93-postponed-