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

TOWN OF LITTLE COMPTON
TOWN COUNCIL
Wilbur McMahon School, Media Center
28 Commons
Little Compton, RI

MEETING OF AUGUST 24, 2023

Live streaming at
https://www.youtube.com/channel/UCNoKeQBPqI33aEtqzOXHO9g

AGENDA

7:00 P.M.

Salute to the Flag

Announcements:

Approval of Minutes -- August 10, 2023

Department Head Reports:

2. Finance Director -- Monthly report for July 2023

Old Business:

1. Consider and approve a strategy and timetable to reduce the impact of crop cannons on ambient noise levels in town.

New Business:

1. Request from Fire Chief Petrin to award a bid for the painting of the apparatus bay at the Public Safety Complex based on bids received during a recent RFP
2. Request from Corporal Caitlin Farrar and FF Jason DaSilva to hold the Annual Trunk or Treat event on Veteran’s Field October 25, 2023
3. Recommendation from Fire Chief Petrin to remove Probationary Firefighter Randall Medina from probationary status and appoint as a permanent member of the LC Fire
Department as a Firefighter promoted to Third-Class Firefighter effective 13 August 2023.

4. Consider for approval an addendum to the Learn 365RI compact, entitled the “Rhode Island Community Learning Center Compact”

5. Consider for approval the grant agreement forwarded by the Rhode Island Infrastructure Bank to address stormwater issues on Taylor’s Lane.

Communications:

1. Request from Jean and Stu Douglas to use Veteran’s Field on Oct. 14, 2023 for valet and bus parking to allow parking there for their son’s wedding guests. The wedding will be held at their home at 500 Long Highway.


3. Letter from Martina Halsey asking the Council to instruct the new Solicitor to request the new Solicitor to file a Friend of the Court brief for the Town if a petition before the RI Supreme Court is granted to SouthCoast Wind.

4. Abatement list received from the Tax Assessor.

Consent:

1. Email from Frank Haggerty sharing information on the third agreement to stay a six-month review period RE Southcoast Winder Energy LLC

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be no separate discussion of these items unless a council member or citizen so requests in which event the item will be withdrawn from the General Order of business and considered in the normal sequence on the agenda.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.
Building/Zoning Department Council Report

July 13, 2023 – August 21, 2023

- Getting up to speed with Viewpoint, Vision, Axis GIS
  - Bringing Viewpoint up to date with active open permits.
  - Working with Assessors Office on open active permits.
- Developing action plans for Zoning reviews & Building Inspections.
  - Developing guide/checklist for Residents applying for Permits.
    - Town Clerk Published the Checklist to Town Website mid-June
- Participated in webinar training with Viewpoint.

- Metrics
  - 69 Permits issued
  - 124 Inspections logged
  - $23,369.08 Revenue collected.
Finance Director Monthly Report
July 2023

Initiatives & Financial Highlights:

- FY2024 Sick, Vacation and Personal Time (PTO) reconciliation completed
- FY2024 Budget revisions processed (Town Council approved)
- Credit Card credit limit increased
- Interest Rates increased on Washington Trust accounts
- VFA Grant ($2000) submitted
- Quarterly Survey of Property Tax Collections submitted to U.S. Census Bureau
- Quarterly Multiple Worksites Report submitted to U.S. Dept. of Labor

Tax Highlights:

- Total tax revenue collected for Current Year, Prior Years and Interest in the month of June was $2,003,426.83
- Total tax revenue collected for (C,S,I) Current Year, Prior Years and Interest in the month of July are $414,855.27
- Total Tax Delinquency Balances (P) collected in July are $83,808.73
FIRST WARNING AND
CEASE AND DESIST ORDER

Under Section 3-1.1 of the Little Compton Code of Ordinances, noise producing equipment associated with farming and fishing is essential to the quality of life herein and should be allowed to continue at reasonable levels with moderate regulation. Pursuant to Section 3-1.2, at all hours, in the Residential Zone the sound produced must not be disturbing to a person of reasonably sensitive hearing in the accessible area of their properties. In the event of a dispute of sensibility, the sound level must not exceed 55dBA between 7:00 a.m. and 9:00 p.m., and 50 dBA between 9:00 p.m. and 7:00 a.m. in the accessible area of their properties.

The Little Compton Town Council has received a complaint, supported by written communications from other residents in the vicinity of your properties, that crop cannons used in connection with the farming of corn are being operated at a level of unreasonable noise. The noise from the crop cannons is disturbing to those neighbors in the accessible area of their properties.

The use of crop cannons in this manner is in violation of the above-cited ordinance. You are hereby ordered to cease and desist using crop cannons in this manner. You are further warned that your use of crop cannons prior to this date is a first offense of the ordinance. Subsequent offenses are a misdemeanor and carry a fine not exceeding $100.00 (second offense), $200.00 (third offense), or $500.00 or imprisonment for not more than 30 days for a fourth offense. Each day such violation is committed or permitted to continue shall constitute a separate offense.

You will also be contacted by the Town Administrator to participate in a work session for the purpose of resolving this issue with your neighbors. The work session, however, does not stay the Cease and Desist Order or the warning under the ordinance.

Very truly yours,

Robert L. Mushen, President
Little Compton Town Council
To whom it may concern,

I would like to acknowledge that there were propane cannons used by Walker’s farm to control birds in sweet corn on property owned by Ferolbink Farms on Old Main Road as well as on West Main Road in Little Compton, RI 02837.

Other methods of bird control that we have tried, some of which we still use, include balloons, bird repellent spray, scrreechers and lasers.

Of all these methods, propane cannons are by far the most effective, and are indeed a necessity when growing sweet corn.

I believe my right to use them is protected under the Right-to-Farm Act, which was created to protect farmer’s rights in situations like this.

Best Regards,

- Ian M. Walker -
Good morning,

Please see revised paint quotes for the apparatus bay area of the PSC. I would like to suggest that the job be awarded to LOPCO Contracting. I would respectfully request that this item be on the August 24 town council agenda for consideration. This painting will be done before the floor project gets started. Please contact me if you have any questions regarding these quotes.

Respectfully,

Chief Petrin

Richard G. Petrin  
Chief of Department  
EMA Director  
Past President Rhode Island Association of Fire Chiefs  
Little Compton Fire Department  
60 Simmons Rd.  
Little Compton, RI 02837  
Office: 401-635-2325  
http://www.littlecomptonfirerescue.com/
LOPCO Contracting
310 Bourne Avenue
Box 32
East Providence, RI 02916
Phone # - (401) 270-2664
E-mail – tom@LopcoContracting.com
Web-site - www.LopcoContracting.com

Date of Proposal – 8/18/23

State of RI Contractor’s Registration # - 21331

Proposal submitted to:

Little Compton Fire Department
Attn: Richard Petrin
401-418-0889
rpetrin@tlcri.com

For property located at:

60 Simmons Road
Little Compton, RI 02837

Proposal # - 202920

Source: WPRI

General Description – One quality prep & painting job to specified interior areas.

Specific Description – Including various areas found around the interior of the fire portion of the Little Compton Public Safety Complex.
PROCEDURE:
- Exclude the overhead garage doors, floors, and non-previously painted areas that are to be protected
- Include all ceiling & wall areas of the main bay area of the fire portion of the Little Compton Public Safety Complex
- Client will make sure all vehicles and moveable items are removed prior to Contractor beginning work
- Contractor to protect all non-previously painted, ‘Excluded’ areas as appropriate
- All included ceiling & wall areas are to be properly prepped in accordance with industry standards
- All ceiling & wall areas to be properly finish coated utilizing Benjamin Moore products matching the existing specifications and colors as close as possible

CLEANUP:

To the entire job site daily and in full upon completion for neatness/safety.

*All workmanship is guaranteed for a five-year period.*

Payment Schedule:

Deposit Due at Job Sign-on - $4416

Due Upon Completion - $4416

**Total with all Labor and Materials included - $8832**

*Any other additional work not listed above shall be quoted and agreed upon separately.*

*Delays caused by events which are beyond the control of the contractor, do not constitute abandonment of the project and are not included in any calculations of time frames for performance and payment.*

*All work to be completed in a workmanlike manner, according to standard practices.*

Respectfully submitted,

Tom Lopatosky
President
LOPCO Contracting
Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Print Name

Date
**Quote**

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please note that only the areas mentioned per room are included in the quote. If there are areas you feel were discussed and are not mentioned, please contact the office. Interior of closets are not included unless otherwise mentioned.</td>
</tr>
</tbody>
</table>

**Interior Painting-Scope of Work**
- Scrape any loose or peeling paint
- Fill any nail holes
- Caulk any open seams as needed
- Sand entire surface of areas to be painted
- Spot prime as needed
- Apply two coats of finish paint, sanding between coat to the following:

<table>
<thead>
<tr>
<th>Garage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ceiling (2 Coats), Walls (2 Coats), Door Frames (2 Coats), Doors (2 Coats)</td>
</tr>
</tbody>
</table>

**Payment Terms**
We proposed to furnish material and labor — complete and in accordance with the above specifications for the sum of all as stated above. Price is valid for 90 days, unless otherwise noted.

**Payments are as follows:**
- $1000 deposit is required upon acceptance of the proposal.
- 1/3 payment is due on start date, minus deposit
- 1/3 payment is due at 50% completion.
- Balance upon completion
Media

Garage

Customer Signature

Quote #231523 for Rick Petrin
Total value: $10,869.00
**BadDog Painting, LLC**  
Bill Souza, Owner & President  
17 Wentworth Terrace, Portsmouth, RI 02871  
Cell (401) 623-9045 / Fax (401) 682-1130 / www.baddogpainting.net  
E-mail: bill@baddogpainting.net  
R.I. Lic. # 19558

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## Job Proposal & Acceptance

<table>
<thead>
<tr>
<th>Proposal Submitted To:</th>
<th>Tel: 635-2325</th>
<th>Date: 8/14/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Department (Fire)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street</th>
<th>Job Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>60 Simmons Road</td>
<td>Interior Painting</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, and Zip Code:</th>
<th>Job Location:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Compton RI</td>
<td>Little Compton</td>
<td></td>
</tr>
</tbody>
</table>

We Propose hereby to furnish material and labor – complete in accordance with below specifications, for the sum of:

| Eleven Thousand Seven Hundred Dollars and no cents | $11,700.00 |

### Terms of Payment:

<table>
<thead>
<tr>
<th>First Payment – Due at Start-Up (1) (4)</th>
<th>Second Payment – Due at Half-Way Point when specified by BadDog Painting LLC (2) (5)</th>
<th>Payment Due at Completion of Job: (4) (6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) $3,900.00</td>
<td>(2) $3,900.00</td>
<td>(3) $3,900.00</td>
</tr>
<tr>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
</tr>
</tbody>
</table>

Instalment payment to be made upon terms and conditions stated above and last payment due at completion of the work. A finance charge of 3 ½ % per month will be apply to all past due balances. Customer agrees to pay attorney fees for all accounts put up for collections. Note: A $50.00 Charge will apply on each returned check.

We hereby submit specifications and estimate for: Little Compton Fire Station - Interior project

- Paint interior of Fire Station walls as discussed with Chief
- Paint interior of Fire Station Ceilings as discussed with Chief
- Repair walls and ceilings where needed
- Paint Interior Door (Not Garage doors)

Utilize Ben Moore or Sherwin Williams Paints and primers

Contractor is amply protected with Workmen’s Compensation, public liability and property damage insurance pursuant to all work performed by Contractor on Owner's premises. All workmanship is guaranteed against defects for a period of one (1) year from the date of completion, except as otherwise specified by any manufacturer’s warranty. (This guarantee excludes all properly that has been prepared by other contractors other than BadDog Painting LLC.)

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW AND IN FACT, INCLUDING IMPLIED OR EXPRESS WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.** Contractor will not be responsible for special, incidental or consequential damages. If the owner fails to make payment to the Contractor as herein provided, then the Contractor may stop work without prejudice to any other remedy he may have. This document contains the entire agreement between parties. A directive for change in the work or performance of additional work issued by the owner to the Contractor should be in writing, signed by the parties hereto, with an adjustment of the contract amount and time for completion. After acceptance of this proposal as provided, Contractor shall be given a reasonable time in which to make delivery of material, and/or labor to commence and complete the performance of the contract. Contractor shall not be responsible for delays or defaults where occasioned by any causes of any kind beyond its control. Any disputes arising out of this agreement, or the performance of related work done pursuant to this agreement by either party shall be submitted to the Department of the Attorney General of the State of Rhode Island.

---

**Authorized Signature of BadDog Painting LLC**

**Date:**

**Note:** This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date of Acceptance:** __________________________ Signature __________________________

**Please Print Name:** __________________________

Original Copy ---- Please Sign and Mail Original to:  
BadDog Painting, LLC, 17 Wentworth Terrace, Portsmouth, RI 02871
The Honorable Town Council  
40 Commons  
Little Compton, RI 02837

Fire Fighter DaSilva and I are writing to you today to request the use of the Veteran’s Field Parking area for the Trunk or Treat event. We would like to host the Trunk or Treat event for our community on October 25th. We will effectuate a plan to include a safe area for children and their families to gather and “trick or treat”. We thank you for your continued support for the Public Safety in our community.

Sincerely,

Corporal Caitlin Farrar

Fire Fighter Jason DaSilva
09 August 2023

Antonio A. Teixeira Town Administrator
Town of Little Compton, Rhode Island
Town Hall, 40 Commons
Little Compton, Rhode Island 02837

Re: Completion of Probationary Status

Dear Mr. Teixeira:

As established in the Codified Ordinances of the Town of Little Compton, Section XIVXIXV 3.13-6, all regular employees shall serve a probationary period of twelve (12) months after probationary appointment.

Based on his satisfactory completion of his probationary period, I recommend Probationary Firefighter Randall Medina be appointed as a permanent member of the Little Compton Fire Department as a Firefighter. Firefighter Medina will be promoted to a Third-Class Firefighter. This action will become effective on 13 August 2023.

Sincerely,

Richard G. Petrin
Fire Chief
Rhode Island Community Learning Center Compact
(Addendum to Learn365RI compact)

[city/town] recognizes that a culture of continuous learning is essential to the fabric of the community – whether it’s out-of-school learning, learning new job skills, or learning healthy habits. Moreover, as Rhode Islanders, we recognize that all of us together have a role to play in adding 1 million hours of out-of-school learning time per year across our state to help improve educational outcomes, increasing per capita income, and living healthy lives.

[city/town] aspires to be among the very best public education systems in New England and the United States;

[city/town] will foster a culture of innovation, collaboration, and increased awareness of learning opportunities for all community members;

[city/town] will explore participating in and creating learning opportunities that support and enhance efforts both inside and outside of the traditional school settings and schedules to enhance learning outcomes;

[city/town] will work to ensure that the children and adult learners are exposed to and deeply engaged in learning activities of all kinds, including professional development, job training, and physical and mental health education and screening; and

While each city and town in Rhode Island is unique, there are several specific actions steps that municipal leaders can take to help advance the concept of expanding the culture of continuous learning. Below is a sample of potential ways that municipal leaders can engage in this effort:

**Workforce Development**

- Educate residents on available job training programs, apprenticeships, and continuing education opportunities
- Provide support throughout the job application process, including resume and cover letter review, mock interviews, and interview attire guidance
- Collaborate with local higher education and training organizations to offer certification and trainings to fill local employment gaps, such as lifeguard, EMT, HR and CNA certifications
- Offer digital literacy courses and ensure residents have ample access to digital resources such as computers and webcams to enable the job search and interview process
- Conduct an employer needs assessment and engage with local employers to establish employment pipelines and workforce development programs
- Host a job fair and professional networking opportunities
• Support residents of all ages with career exploration and skills assessments to determine potential industries of best fit
• Create a workforce development taskforce to strategize on areas of growth and opportunity for your community
• Maintain a community job board and identify additional online job search resources

Health

• Conduct a community-wide health assessment survey to identify knowledge gaps and needs for services and programming
• Host preventative care, dental health, and immunization clinics
• Facilitate a public health marketing campaign to educate residents on the benefits of a healthy lifestyle and resources within the community to help achieve it
• Support aging residents during the annual open enrollment period for Medicare
• Foster a safe space where residents can participate in mental health screenings, peer support and mentoring programs, and substance use disorder meetings
• Provide homeowners and renters with lead identification and mitigation resources
• Host educational seminars on the importance of developing healthy habits and offer programs to help implement the habits, such as nutrition consultations, chronic disease management programs, and increasing access to fresh fruits and vegetables through community farmers markets
• Designate areas within community centers or public libraries as “tele-health spaces” and provide the necessary technology for residents to privately receive tele-health services
• Distribute health monitoring devices to residents such as blood pressure cuffs, pulse oximeters, blood glucose monitors, and pedometers

______________________________ Mayor/Town Administrator/Town Manager/Council President

______________________________ Governor McKee
RHODE ISLAND INFRASTRUCTURE BANK
OVERFLOW SEWER GRANT RHODE ISLAND
PROGRAM
GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into between Rhode Island Infrastructure Bank (the “Bank”) and Town of Little Compton (the “Grantee”) on this date August 15, 2023, (the “Effective Date”).

Whereas, the Bank, in accordance with and pursuant to Section 221 of the Federal Clean Water Act, applied for funding from the U.S. Environmental Protection Agency (the “EPA”); and

Whereas, the Bank and the Grantee submitted a work plan to the EPA dated April 8, 2022, attached hereto and incorporated into this Agreement as Exhibit A, (the “Grant Work Plan”); and

Whereas, the EPA awarded the Bank a grant to distribute to eligible grantees pursuant to the terms of the Grant Agreement between the Bank and EPA dated June 15, 2022, attached hereto and incorporated into this Agreement as Exhibit B (“EPA Agreement”).

Whereas, the Bank has awarded two hundred forty-seven thousand and one hundred dollars ($247,100) to the Grantee (the “Award”) to assist in the Grantee’s Taylor’s Lane (the “Project”) as further detailed in the Project Narrative, attached hereto and incorporated into this Agreement as Exhibit C (the “Project Narrative”); and

Therefore, the Bank and the Grantee hereto mutually agree as follows:

1. Grant Agreement Period & Performance:

In exchange for grant funds from the Award, the Grantee, in accordance with this Agreement and to the satisfaction of the Bank, shall perform that work described in the Project Narrative.

The Grantee may commence performance of this Agreement on April 24, 2023, and shall complete performance no later than September 30, 2025.

The Grantee shall maintain adequate fiscal controls to segregate Award expenses.

The Bank and any of its designees shall have the right at all times to inspect the work performed or being performed under this Agreement as well as the places where such work is performed.

2. Grant Amount & Reimbursement to Grantees:

The total amount available to be (reimbursed/paid) to the Grantee by the Bank for
completion of the Project under this Agreement shall not exceed two hundred forty-seven thousand and one hundred dollars ($247,100).

All payments shall be on a reimbursement basis via ACH and submitted to the Bank by the Grantee in a form acceptable to the Bank. Requests for reimbursement shall be made in the form of original, signed invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records and cancelled checks where applicable. Award funds authorized in this agreement shall be subject to the continued availability of funds to the Bank for this contract.

3. Competitive Procurement: With the exception of single source purchases, the Grantee, utilizing its established procedures, agrees to obtain the benefit of competitive pricing in procuring goods and services required for the Project. Consistent with 40 USC 3141 et seq. (otherwise known as the Davis-Bacon Act) and RIGL 37-13-1 et seq., the Grantee shall ensure that prevailing wage rates are applied for any public works construction funded by this Agreement. The Grantee shall also ensure compliance with RIGL Chapters 37-14.1-1 et seq. and 37-2.2-1 et seq. and RICR 220-RICR-80-10-2 (Regulations Governing Participation by Small Business Enterprises in State Purchase of Goods and Services and in Public Works Projects). A copy of the certification or waiver issued by the Department of Administration must be submitted by the Grantee at the time of or prior to the submission of the first project payment request.

4. Subcontracts: The Grantee shall not enter into any subcontracts to perform work to be reimbursed without the prior approval of the Bank.

5. Termination of the Agreement:

(a) Termination by Bank. The Bank may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination.

(b) Termination for cause. The Bank may terminate this Agreement without notice in the event of material breach of contract by Grantee. Upon termination for cause, the Bank may require that any equipment, property and unfinished work product acquired via the project for which the Grantee was reimbursed be returned to the Bank.

(c) Termination by Grantee. The Grantee may terminate this Agreement at any time by giving written notice to the Bank of such termination and specifying the effective date thereof, at least (30) thirty calendar days before the effective date of such termination. Written notice shall be in the form of a letter signed by the Grantee and shall be sent by certified mail to the Bank, attention to the Executive Director.

6. Publicity: All media announcements, signage, reports and any other materials produced for public consumption, printed or electronic, pursuant to this agreement must recognize the Bank and the EPA as the source of funding for the Project. Additional detail on this requirement is detailed within the EPA Agreement.
7. **Accessibility and Retention of Records & Audit:** The Grantee agrees to maintain all fiscal and activity records relating to this Agreement, including but not limited to those in Sections 8-11 of this Agreement and in the EPA Agreement attached to this Agreement as Exhibit B, and to make such records accessible to the Bank or its agents, upon request. This requirement is intended to include any auditing, monitoring, and evaluation procedures, including on-site visits, performed by the Bank or its agents. The Grantee agrees to respond in a timely manner to any inquiries by auditors acting on behalf of the Bank. Records pertaining to activities performed will be retained for audit purposes for a period of seven years from the date of final payment for the Project.

8. **Performance Reporting:** The Grantee shall submit to the Bank quarterly performance reports that include brief information on each of the following areas: (i) A comparison of actual accomplishments to the outputs/outcomes established in the EPA Agreement work plan for the period; (ii) The reasons why established outputs/outcomes were not met; and (iii) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

The Grantee agrees to inform Bank as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the EPA Agreement work plan are known.

The Grantee shall submit to the Bank all required financial and performance reports in a timely manner. The Grantee agrees to take timely and appropriate action to resolve any deficiencies pertaining to the Award and to provide the Bank applicable updates on its progress to do so in a timely manner.

9. **Environmental Review:** The Grantee shall prepare and provide requested information to the Bank for submission to the EPA in order for the EPA to determine the applicability of an environmental review prior to undertaking project activities.

10. **MBE/WBE Reporting:** The Grantee shall prepare and provide to the Bank for submission to the EPA the MBE/WBE Reports as further detailed on EPA Form 5700-52A in a manner acceptable to the Bank. The Bank shall inform the Grantee of applicable filing deadlines and the Grantee shall adhere to said deadlines.

11. **Federal Financial Report (FFR):** Pursuant to 2 CFR 200.328 and 2 CFR 200.344, the Grantee shall prepare and provide to the Bank for submission to the EPA the Federal Financial Report (the "SF-425") at least annually and no more frequently than quarterly. The Bank shall inform the Grantee of applicable filing deadlines for the SF-425 and the Grantee shall adhere to said deadlines.

12. **American Iron and Steel/Build America, Buy America:** The Grantee shall comply with 33 USC 3914, that requires iron and steel products used in a treatment works project be produced in the United States. Additionally, the Grantee shall comply with 43 USC 8301 et seq. (otherwise known as the Build America Buy America Act), that requires all iron, steel, manufactured products, and construction materials used in Federally funded
infrastructure projects to be produced in the United States. The Grantee may submit a request for a waiver of these provisions to the Bank for submission to EPA which will be subject to EPA’s approval. The waiver process is included within the EPA Agreement.

13. **Governing Law and General Terms and Conditions:** This Agreement is governed by the laws of the State of Rhode Island. The Grantee shall comply with all statutes, laws, regulations and orders of federal, state or municipal authorities that impose an obligation or duty upon the Grantee, including the acquisition of all necessary permits, and all requirements within the EPA Agreement.

14. **Project Manager and Bank Project Liaison:** The Bank shall appoint a Project Liaison to serve as the contact person for all matters regarding implementation of this agreement. The Bank shall notify the Grantee in writing promptly should the Project Liaison be changed.

The Grantee shall appoint a Project Manager to serve as the contact person for all matters regarding implementation of this agreement. The Grantee shall notify the Bank in writing promptly should a change be necessary. The Grantee agrees to maintain close and continuing communication with the Bank’s Project Liaison throughout the performance of this Agreement, including notifying the Project Liaison when work is started.

<table>
<thead>
<tr>
<th><strong>Grantee Project Manager</strong></th>
<th><strong>Bank Project Liaison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Name: Kimberly Korioth</td>
<td></td>
</tr>
<tr>
<td><strong>Phone:</strong> (401) Phone: (401) 453-4430 x 200</td>
<td></td>
</tr>
<tr>
<td><strong>Email:</strong> Email: <a href="mailto:kkorioth@riib.org">kkorioth@riib.org</a></td>
<td></td>
</tr>
<tr>
<td><strong>Mailing Address</strong> Rhode Island Infrastructure Bank</td>
<td></td>
</tr>
<tr>
<td></td>
<td>235 Promenade Street, Suite 119, Providence RI 02908</td>
</tr>
</tbody>
</table>

15. **Licenses and Permits:** The Grantee shall ensure that properly licensed and insured individuals and entities will do all work and applicable permits have been or will be obtained prior to commencement of the project.

16. **Work Hours Summary Sheet:** The Grantee with every Request for Payment shall submit a Work Hour Summary Sheet listing the firm(s), including the Grantee’s employees, the total number of hours worked, the total amount of payroll expensed, the total number of hours worked and the total number of personnel employed on the project for the period covered by the reimbursement request.

17. **Amendments:** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver
or discharge by the Bank.

18. **Indemnification:** The Grantee shall indemnify the Bank against and hold the Bank harmless from any and all claims arising from or in connection with this Agreement, and the Project financed thereby, except for such claims as may arise from the gross negligence or willful misconduct of the Bank or its officers.

19. **Assignment:** Neither this Agreement nor any of the rights, interests or obligations of the Bank or Grantee under this Agreement shall be assigned by either party (whether by operation of law or otherwise) without the prior written consent of the other party.

20. **Counterparts; Entire Agreement:** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

RHODE ISLAND INFRASTRUCTURE BANK  

TOWN OF LITTLE COMPTON

Jeffrey R. Diehl  
Executive Director  

NAME  
TITLE
EXHIBIT A
RIIB GRANT WORK PLAN
EXHIBIT B
EPA AGREEMENT
Taylor’s Lane – Little Compton, RI

Taylors Lane runs generally downhill from West Main Road to a parking area and coastal access point on the Sakonnet River. Land use along the road is low density residential. Stormwater infrastructure consists of drainage ditches along both sides of the road, which travel through cross drains under driveways. Near 51 Taylors Lane, a culvert conveys stormwater from the north drainage ditch to the south side of the road. Both ditches discharge overland to the Sakonnet River. The compacted gravel parking lot at the bottom of the hill has space for approximately six vehicles. The coastal access is used for recreational access to Narragansett Bay, such as kayaking. The proposed concept for this location includes retrofitting the drainage swales on either side of the road to bioretention swales with check dams as necessary; installing a bioretention basin between the parking area and the coastal resource; and installing a pervious paver system in the parking area and removing pavement to pull back parking from the coastal feature as much as possible.
July 18, 2023

To: Little Compton Town Council  
Little Compton Town Hall  
40 Commons  
Little Compton, RI 02837

From: Jean and Stu Douglas  
RE: Veteran’s Parking Lot Usage

Hello –

Our son and his fiancé and are getting married at 500 Long Highway on October 14, 2023. I’m writing per verbal instructions of the Chief of Police Scott Raynes to request use of the Veteran’s Parking Lot for valet and bus parking.

Thank you for the consideration.

Jean and Stu Douglas

JD & SD
August 18, 2023

To: Little Compton Town Council
Little Compton Town Hall
40 Commons
Little Compton, RI 02837

From: Simeral & Company
RE: Veteran’s Parking Lot Usage

Hello —

Please see the attached letter from Jean and Stu Douglas residing at 500 Long Highway.

Per verbal instructions of the Chief of Police Scott Raynes we are submitting a request for use of the Veteran’s Parking Lot for valet and bus parking on October 14, 2023.

Please contact me with any questions.
Thank you,

Brian Simeral
brian@simeralco.com
617-590-3551
STATE PLANNING COUNCIL

NOTICE OF PUBLIC HEARING ON AMENDMENTS TO RULES AND STANDARDS

In accordance with the General Laws, Section 42-11-10(e) and Chapter 42-35, the State Planning Council hereby gives notice of its intent to amend its Rules and Standards (ERLID # 8446) originally adopted in 1985 and last amended in 2022. The Division of Statewide Planning, as authorized by the State Planning Council, will conduct a public hearing for the Council on the proposed amendments.

The overall purpose of the Rules is to establish operating procedures for the State Planning Council and how the Council carries out its mission to prepare, adopt, and amend strategic plans for the physical, economic, and social development of the State and to coordinate the planning activities of state agencies in accordance with RIGL 42-11-10 and other statutes. In the development of the amended rules, consideration was given to 1) alternative approaches 2) overlap or duplication with other rules and 3) significant economic impacts on small businesses. No alternative approach, duplication, or overlap was identified based on available information. The Rules primarily govern the business of and the interaction of other governmental agencies with the Council and therefore have no direct effect on private business. All deadlines imposed in the Rules and Standards pertain to the State’s completion of a review and there are no schedules or deadlines for small businesses.

The purpose for the amendments is to 1) revise the Rules in order to provide necessary updates to the Rules to address contemporary committees, staff positions, and Council practices. The date, time and location of the hearing is:

September 18, 2023 at 5:30 PM
Conference Room B
Department of Administration
1 Capitol Hill
Providence, Rhode Island 02908

Copies of the draft changes are available for review on the Division of Planning’s website at www.planning.ri.gov and in-person at the Division of Statewide Planning, 235 Promenade Street, Suite 230, Providence, Rhode Island 02909 by appointment only. Please call Lori Cassin at (401)222-7901 or email Lori.Cassin@doa.ri.gov for an appointment. All persons may present their views on the proposed amendments in person, through a representative, or by filing a written statement. Written statements will be accepted for five business days after the hearing until September 25, 2023. All interested parties are invited to submit written comments concerning the proposed Rules to:

Meredith Brady, Secretary
Division of Statewide Planning
235 Promenade Street, Suite 230
Providence, Rhode Island 02908

Meredith Brady, Secretary
State Planning Council

August 10, 2023
Date

This location is accessible to individuals with disabilities. An individual requiring a reasonable accommodation to participate in this meeting should contact Thomas Mannock, PhD at 401-222-6377 (voice) or #711 (R.I. Relay). An individual requiring the services of an interpreter should contact 401- 222-1755 (voice) as soon as possible prior to the meeting. Esta reunión es accesible para personas con discapacidades. Cualquier persona interesada en recibir servicios de intérprete para esta reunión debe ponerse en contacto con 401- 222-1755 tan pronto como sea posible.
Martina Halsey  
2 High Meadow Road  
Little Compton, RI  02837

August 17, 2023

Little Compton Town Council  
P. O. Box 226  
Little Compton, RI  02837

RE: SouthCoast Wind/Windmills

Dear Town Council Members:

I am against windmills in Rhode Island waters. Last October, the Rhode Island Energy Siting Board allowed the Town of Little Compton, a “coastal community”, limited intervention in regards to the SouthCoast Wind project.

SouthCoast Wind has recently filed a petition in the Rhode Island Supreme Court. To date, it is unclear whether or not the petition for writ of certiorari has been/will be granted.

Respectfully, when and if the petition is granted, I would respectfully request that the Town of Little Compton direct the new Town Solicitor to file a Friend of the Court brief with the Supreme Court.

Thank you for your consideration.

Martina Halsey
August 24, 2023

To The Honorable Town Council

Dear Council Members:

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

ABATEMENTS: See attached list totaling four thousand, nine hundred and seventy-three dollars and eighty-eight cents ($4,973.88).

Respectfully Submitted

Denise M Cosgrove, RICA
Tax Assessor
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8/24/2023
ABATEMENT TO TOWN COUNCIL
August 18, 2023 - RE: Rhode Island CRMC Agreement number 3 ends August 22, 2023

Southcoast Wind asks RI high court to overturn EFSB decision 7/28/23

SU-2023-0240-MP

In re Southcoast Wind Energy LLC
Energy Facility

08/16/2023

Motion for Extension of Time Granted by Clerk

THE THIRD AGREEMENT TO STAY SIX-MONTH REVIEW PERIOD ENDS ON AUGUST 22, 2023.

Note# Plus Town of Portsmouth May 22, 2023, noticed: 6 submarine cables in Sakonnet River

http://www.crmc.ri.gov/windenergy/southcoast/SCW_StayAgreement_230630.pdf

THIRD AGREEMENT TO STAY SIX-MONTH REVIEW PERIOD
Between
Rhode Island Coastal Resources Management Council
And
SouthCoast Wind Energy LLC

Third Stay Agreement:
- Date the third stay begins: June 16, 2023
- Date the third stay ends: August 22, 2023 (101 days remaining in the 6-month review period)
- Date the 6-month review period ends and the CRMC consistency decision is due: December 1, 2023