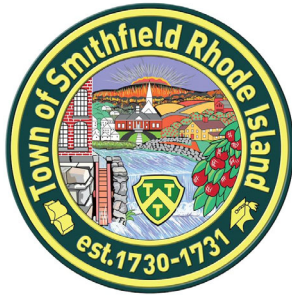


# SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY  
April 18, 2023



**SMITHFIELD TOWN COUNCIL MEETING  
SMITHFIELD TOWN HALL  
COUNCIL CHAMBERS  
64 FARNUM PIKE  
TUESDAY, APRIL 18, 2023  
7:00 P.M.**

**7:00 P.M.      AGENDA**

- I. Regular meeting convened at 7:00 p.m.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
  - A. Recognition to Local 57 for Whipple Field Renovations.
  - B. USEPA Update on Davis Liquid Waste Site.
- VI. Minutes:
  - A. Move that the minutes of the March 21, 2023 work session meeting be approved as recorded.
  - B. Move that the minutes of the April 4, 2023 executive session held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Donna Keegan, Keith Christensen, Beverly Tobin, and Matthew Fague for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed.
  - C. Move that the minutes of the April 4, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
  - A. Historic Preservation Commission appointment with a term expiring in February of 2024.
  - B. Personnel Board reappointment with a term expiring in March of 2026.
  - C. Economic Development Commission reappointment with a term expiring in March of 2026.
- VIII. Public Hearings:
  - A. Conduct a public hearing to consider a request for abandonment of a portion of the Pine Drive right of way.

- B. Conduct a public hearing to consider, discuss and act upon approving the transfer of a Class B-Victualler License from Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Café”, located at 55 Douglas Pike, to Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Café”, to include outdoor seating and bar service, same location due to a transfer of stock shares, as applied, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, a Certificate of Good Standing from the RI Division of Taxation and signature of the owner of premises.

IX. Licenses:

- A. Consider, discuss and act upon approving the annual renewal of seven (7) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
1. Bath & Body Works, LLC d/b/a “Bath & Body Works #4713”, 371 Putnam Pike
  2. BG Retail, LLC d/b/a “Famous Footwear #3637”, 371 Putnam Pike
  3. Cellco Partnership d/b/a “Verizon Wireless #161132”, 371 Putnam Pike
  4. Dollar Tree Stores, Inc. d/b/a “Dollar Tree #4432”, 446 Putnam Pike
  5. Michael’s Stores, Inc. d/b/a “Michael’s Arts & Crafts #2703”, 371 Putnam Pike
  6. Quicket’s, Inc. d/b/a “Quicket’s”, 285 George Washington Highway
  7. Yankee Candle Company, Inc. d/b/a “Yankee Candle Company”, 371 Putnam Pike, Unit 550
- B. Consider, discuss and act upon approving the annual renewal of one (1) Massage Establishment License, as applied, subject to compliance with all State regulations and local ordinances.
1. Kimberly A. LaPierre d/b/a “Apple Valley Wellness Center”, 47 Cedar Swamp Road, Unit 18
- C. Consider, discuss and act upon approving the annual renewal of three (3) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
1. Kimberly A. LaPierre working at “Apple Valley Wellness Center”, 47 Cedar Swamp Road, Unit 18
  2. Robin Tanguay working at “Radiance MFR”, 6 Battey Drive
  3. William M. Bradley working at “Body Grateful Day Spa”, 10A Cedar Swamp Road
- D. Consider, discuss and act upon approving the annual renewal of one (1) Peddler’s License, as applied, subject to compliance with all State regulations and local ordinances.

1. A & W of Rhode Island, Inc. d/b/a “A & W”, to sell Christmas Trees, plants and flowers, 460 Putnam Pike
- X. Old Business: None.
- XI. New Business:
- A. Consider, discuss, and act upon authorizing the Police Department to purchase a Wi-Fi flash upgrade for its 800 MHz portable radios through the NASPO contract in the amount of twelve thousand, four hundred, eighty-three dollars and zero cents (\$12,483.00) with funds available in the Bryant Capital Contributions Fund.
  - B. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for construction services for the Boyle Athletic Complex at the Smithfield High School subject to review and approval by the Solicitor.
  - C. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for replacement rooftop HVAC units subject to review and approval by the Solicitor.
  - D. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for a High School Athletic Trainer.
  - E. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for snow removal.
  - F. Consider, discuss, and act upon authorizing the School Department to advertise a request for proposals for Innovation Learning Lab STEM/STEAM equipment.
- XII. Public Comment.
- XIII. Adjournment.

**AGENDA POSTED: FRIDAY, APRIL 14, 2023**

The public is welcome to any meeting of the Town Council or its sub-committees. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager’s office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.



SUPERFUND

# Davis Liquid Waste Superfund Site Smithfield, RI



**THE SUPERFUND PROGRAM** protects human health and the environment by investigating and cleaning up often-abandoned hazardous waste sites and engaging communities throughout the process. Many of these sites are complex and need long-term cleanup actions. Those responsible for contamination are held liable for cleanup costs. EPA strives to return previously contaminated land and groundwater to productive use.

## SITE UPDATE

**2020:** The Environmental Protection Agency (EPA) amended the 2012 Record of Decision (ROD) to address on-going contamination in the groundwater at the Davis Liquid Waste Superfund Site in Smithfield, Rhode Island. Supplemental investigations found that undissolved contamination, also known as Dense Non-Aqueous phase liquid (DNAPL) was absorbed into bedrock below the surface, and was slowly dissolving into the groundwater, resulting in a continuous source of contamination.

**2021-2022:** The EPA and the Davis Site Group updated the Consent Decree (CD) in September of 2021 which laid out the terms and statement of work for the amended ROD in 2020. The ROD addresses this by requiring a new remedy at the site to address on-going contamination. The remedy chosen removes a man-made trench to restore natural groundwater flow, requires institutional controls that will prevent the use and installation of groundwater wells for drinking water purposes at select properties, and prevents exposure to groundwater vapors inside future structures. In addition, a series of injections of carefully selected liquid treatments into the bedrock will occur which will rapidly degrade contamination through natural processes. EPA will continue to monitor the remedy and conduct five-year reviews (FYR) to assess the effectiveness and the need for any changes in the remedy.

The remedial process is conducted under a specific framework which is outlined by the Superfund Law (CERCLA) and the National Contingency Plan (NCP) and is the same for all Superfund Sites. This framework includes the remedial design (RD) and the remedial action (RA) processes. The RD is the phase in Superfund site cleanup where the technical specifications for cleanup remedies and technologies are designed. The RA follows the remedial design phase. It involves the actual construction or implementation phase of Superfund site cleanup. The RD/RA is based on the specifications described in the Record of Decision (ROD).

**2022-Present:** The DSG is continuing to work with EPA, State, and local partners to complete the remedial design. In 2022, several liquid treatment injection options were compared and

continued >>

## KEY CONTACTS

### JOE CUNNINGHAM

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Project Manager  
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### AARON SHAHEEN

U.S. EPA Community  
Involvement Coordinator  
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### GARY JABLONSKI

RI DEM Environmental  
Engineer III  
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## GENERAL INFO

### TOLL-FREE CUSTOMER SERVICE

1-888-EPA-7341

### LEARN MORE AT:

[epa.gov/superfund/davisliquid](https://epa.gov/superfund/davisliquid)



“bench scale” studies performed to determine the most effective treatment for the Davis site. In early 2023, the DSG completed installation of several new monitoring and injection wells and began a tracer study to ensure that the injected liquid treatments will reach the contaminated bedrock. This test is used to better educate EPA about the movement of contaminants on the site. Upon successful completion of the test, DSG will use injections to treat the contaminants located in the bedrock. This is one of several actions planned to be implemented at the Davis Liquid site. Others include institutional controls such as limiting site access and prohibitions on using groundwater, and long-term monitoring and regular reviews of the remedy to ensure it is working and meeting standards. The RD is in its final stages and is anticipated to be complete by the end of 2023. The RA is anticipated to begin in early 2024 upon successful completion of the RD and acceptance by EPA and the State of Rhode Island Department of Environmental Management.

### **INJECTIONS AT THE DAVIS LIQUID WASTE SITE**

A series of injection wells are used to place liquid treatments underground into porous geologic formations which will degrade harmful chemicals. These underground formations may range from deep sandstone or limestone, to shallow soil, sand, and gravel layers. Injected treatments will include mixtures of water, and oxygen-like chemicals which cause the contaminants to be degraded naturally. Prior to any injections occurring, in-depth studies are tracer tests using naturally-occurring salts are performed to ensure that all injected treatments stay within the intended treatment zone and do not migrate off-site. While injection treatments are occurring, the groundwater is tested frequently to ensure it is working as intended and it is not migrating off-site, and treatments will not impact public or private drinking water sources that utilize groundwater.



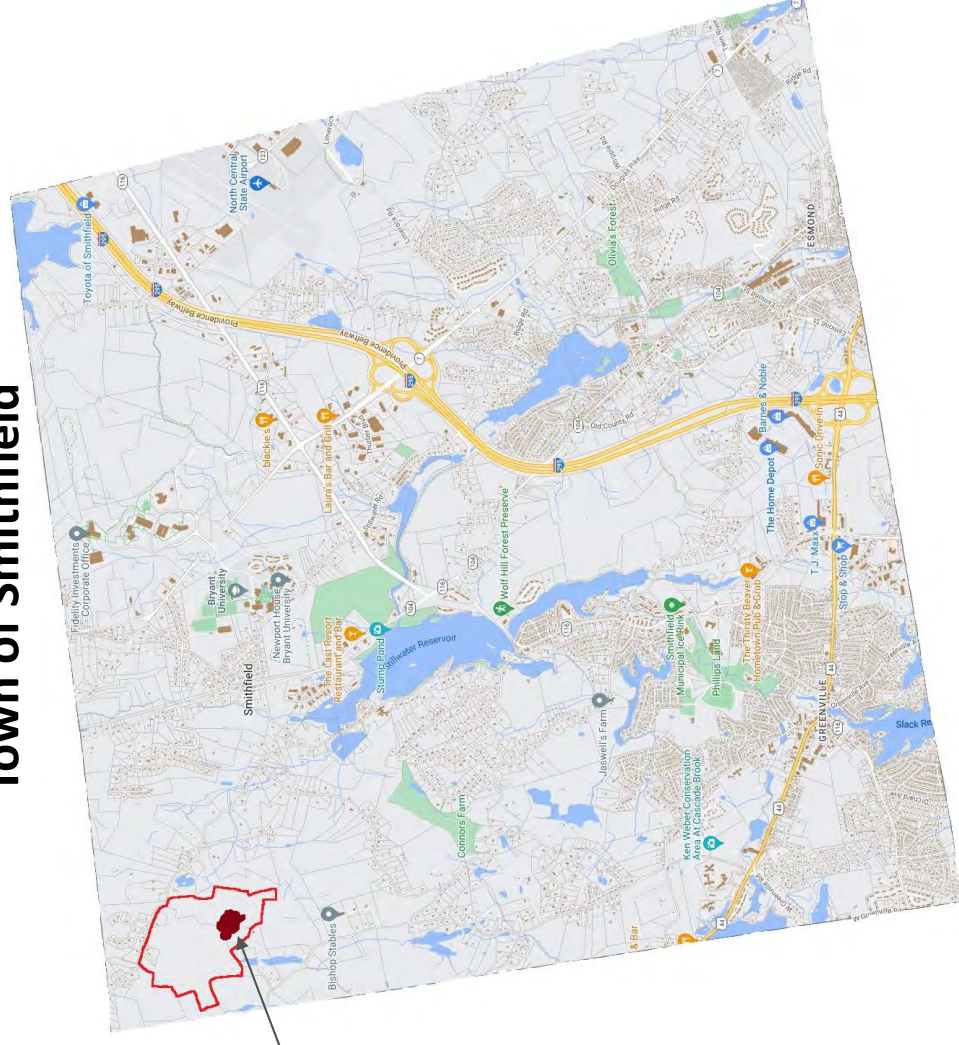
# Davis Liquid Superfund Site History and Status

Joe Cunningham, US EPA Remedial Project Manager  
Aaron Shaheen, US EPA Community Involvement Coordinator  
Darryl Luce, US EPA Remedial Project Manager  
Gary Jablonski, RI DEM Project Manager

April 18<sup>th</sup>, 2023



# Town of Smithfield

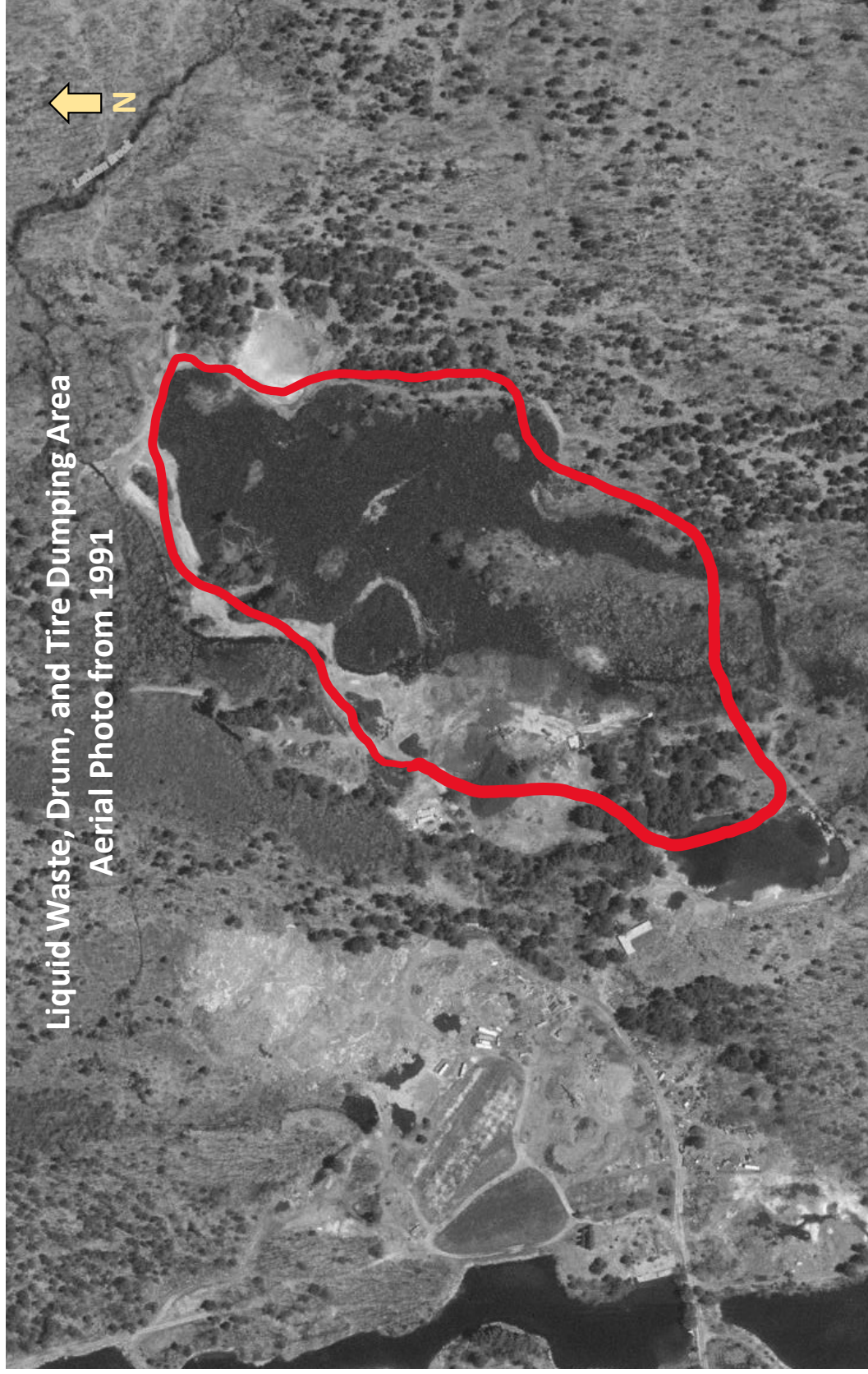


Davis Liquid  
Superfund Site



# Brief Timeline of Site

1976 – 1977	Solid and liquid wastes dumped on site into unlined lagoons/pits
1983	Site added to National Priorities List (Superfund Listing)
1997 - 2001	1,400+ drums, 15,000 laboratory containers, and 12+ million tires removed
1997	Municipal water supply went online providing permanent water source to impacted residents (OU-1)
1999 - 2001	78,000 tons (~52,000 yd <sup>3</sup> ) of contaminated soil treated on-site (OU-2)
2001 – 2018	Monitoring of groundwater and development of comprehensive site model to guide remediation
2020	Groundwater remediation feasibility study complete
2020	Public hearings and Record of Decision for groundwater remedy (OU-3)
2020 - 2023	Additional groundwater well installations, tracer testing, and refining of remedy (OU-3)

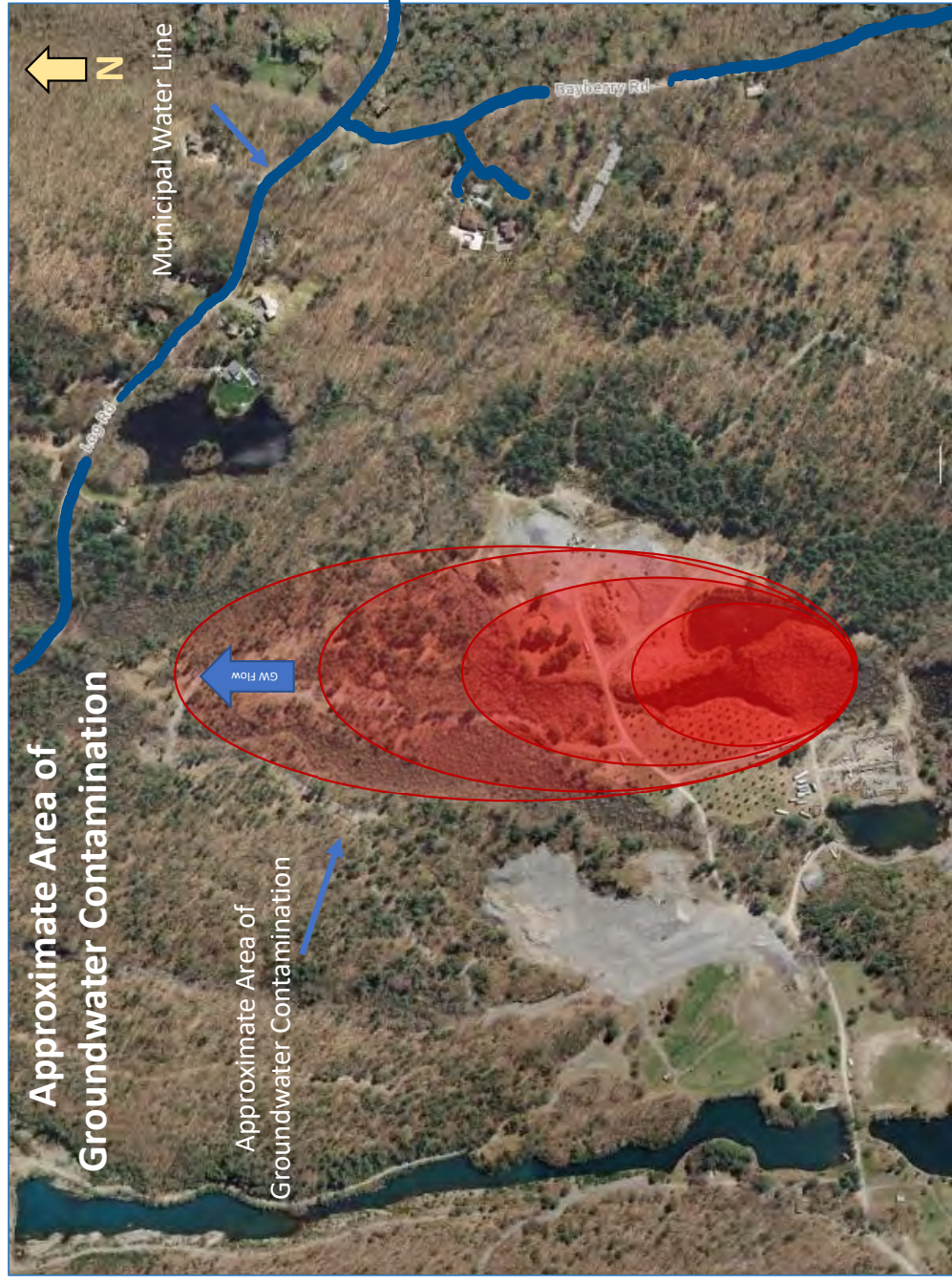


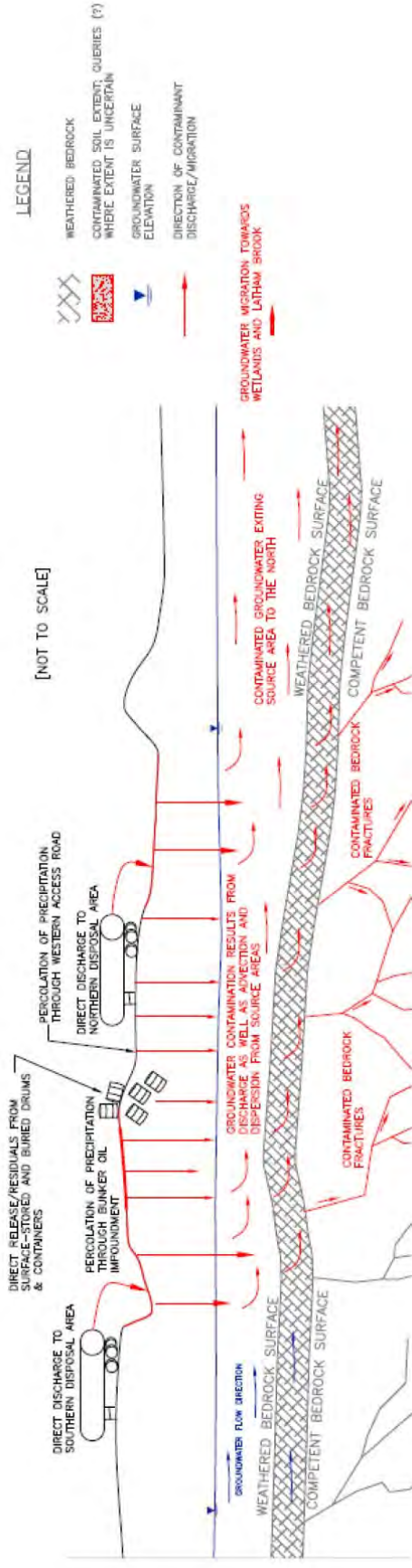
Liquid Waste, Drum, and Tire Dumping Area  
Aerial Photo from 1991











- Davis Liquid Site has contaminated overburden and fractured bedrock
- Contaminated Groundwater in Fractured Bedrock is very difficult to remediate
  - Solid-Phase contaminants are usually impossible to recover
  - Dissolved phase contaminants can move slowly and/or unpredictably
- Multiple layers of rock of different ages and type are present
  - Each have their own fracture network and characteristics
  - Some may be connected, some may not and be dead-ends
  - Geology is complex and difficult to remediate

# Where are we now?

- Residential properties connected to public water
  - Residents protected from ingestion of contaminants
- Surface soils treated to concentrations consistent with guidelines
  - Negligible risk to off-site residents
  - Institutional Controls limit direct exposure
- Groundwater Remediation Remedy
  - 2020 Record of Decision (ROD) requires enhanced biodegradation as a remedy
  - Injected naturally-occurring materials promote natural biodegradation and breakdown to non-toxic and natural compounds
  - Demonstrated effective and safe at numerous Superfund sites
  - Tracer Studies and final optimizations to be complete by end of year



# Moving Forward

- Remedial Action tentatively scheduled to begin in early 2024
  - Iterative
  - Likely will last several years and require multiple injections
- Institutional Controls Required in Record of Decision
  - Prevent use of groundwater around site
  - Requires institutional controls for Smithfield Tax Assessor's Plat 50, Lots 9, 27, 27a and 29
  - Generally describe what must be done, but not necessarily how
  - Several ways to achieve required institutional controls
    - Zoning Ordinances
    - Land Use Restrictions (Deed Restrictions)
    - "Stacking" multiple institutional controls
  - PRPs work with municipality and impacted parties to develop and implement institutional controls with EPA and DEM oversight
- Continued monitoring of groundwater plume
- Five year Reviews of Remedy to ensure protectiveness



**Contact Info:**

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**Aaron Shaheen, U.S. EPA CIC**  
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**Gary Jablonski, RI DEM**  
[gary.jablonski@dem.ri.gov](mailto:gary.jablonski@dem.ri.gov)

## **MINUTES OF SMITHFIELD TOWN COUNCIL WORK SESSION**

**Date: Tuesday, March 21, 2023**

**Place: Smithfield Town Hall**

**Time: 5:30 P.M.**

### **Present:**

Town Council President T. Michael Lawton  
Town Council Member Sean M Kilduff (excused)  
Town Council Member Michael P. Iannotti  
Town Council Member Rachel S. Toppi  
Town Council Member John J. Tassoni, Jr.  
Town Manager Randy R. Rossi  
Town Solicitor Anthony Gallone  
Acting Town Clerk Lyn M. Antonuccio

Angell Pension Group Albert Krayter  
Angell Pension Group Brian Corbett  
Canton Hathaway Kenneth Goodreau

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**A. President Lawton calls the March 21, 2023 Work Session to order at 5:30 p.m.**

### **B. Discussion Items:**

#### **A. Presentation and discussion by the Town Actuaries, Angell Pension Group, Inc., concerning Police Pension, Fire Pension, and Other Post-Employment Benefits (OPEB) Trust Funds.**

The Director of the Defined Benefit Practice at Angell Pension Group Albert Krayter explains that he will be providing a high-level overview of the health of the Town's pension plan for the police and fire department as of the last valuation date.

Mr. Krayter further explains that the Director of Consulting Services and the actuary at Angell Pension Group will review the results of the latest valuation for the postretirement medical plan.

Mr. Krayter begins with the fire department pension plan, which is an actively accruing plan, and continues to provide additional benefits for the participants.

Mr. Krayter explains that this plan consists of the following: seventy-four (74) participants, and of this number, thirty-three (33) are actively employed, four (4) that have left, and thirty-seven (37) that currently in receipt of their monthly benefit.

Mr. Krayter further explains that the present value of accrued benefits of all participants in the plan as of July 1, 2022 is \$37,899,413 which equals a 75.65% funding percentage. Mr. Krayter also explains that a lower funding percentage of 62.41% is taking into consideration all future benefits that have yet to be accrued.

Mr. Corbett explains that this liability basis is used for the recommended contribution and future funding, which is why future salaries and increases are included.

Mr. Krayter states that as a result of the measured plan liabilities and assets that was in affect

as of the last valuation date of July 1, 2022 it has been calculated that the total recommended contribution for the fire department plan is just shy of \$2.1M and is based on the requirements under the municipal plans. Mr. Krayter further states that last year the recommended contribution was shy of \$1.3M due to it 2022 being a hard year for assets.

### FIRE DEPARTMENT PENSION PLAN

Measurement Date	<div> <u>July 1, 2021</u>  <u>July 1, 2022</u> </div>	
Active Participants	35	33
Terminated with Vested Benefits	4	4
Retired and Beneficiaries	<u>35</u>	<u>37</u>
<b>Total Participants</b>	<b>74</b>	<b>74</b>
<b><u>Actuarial Valuation Results</u></b>		
<b>Plan Year Beginning</b>	<b><u>July 1, 2021</u></b>	<b><u>July 1, 2022</u></b>
<b>Plan Assets</b>		
Market Value of Assets	\$ 32,359,220	\$
Actuarial Value of Assets	\$ 32,359,220	\$
	759	28,669,
<b>Actuarial Present Value of Accrued Benefits</b>	\$ 41,690,495	\$
<b>Total Projected Accrued Benefit</b>		
Active Participants	\$ 19,945,600	\$
Terminated with Vested Benefits	\$ 445,115	\$
Retired and Beneficiaries	<u>\$ 23,408,815</u>	<u>\$</u>
<b>Total Plan Liability</b>	<b>\$ 43,799,530</b>	<b>\$</b>
	374	45,936,
<b>Funding Percentage - Accrued Benefits / Market Value</b>	<b>77.62%</b>	<b>75.65%</b>
<b>Funding Percentage - Projected Accrued Benefits / Market Value</b>	<b>73.88%</b>	<b>62.41%</b>
<b>Recommended Contribution</b>		
Normal Cost + Administrative Expenses	\$ 272,831	\$
Amortization Payments	\$ 963,916	\$
Interest to the End of Year	<u>\$ 45,540</u>	<u>\$</u>
<b>Total Recommended Contribution</b>	<b>\$ 1,282,287</b>	<b>\$</b>
	832	2,083,
Actual Contribution Made	\$ 658,596	TBD
Benefit Payments (prior year)	\$ 1,674,360	\$
	316	1,848,

### GASB 67/68 Results

Fiscal Year Ending	<div> <u>June 30, 2021</u>  <u>June 30, 2022</u> </div>	
Total Pension Liability	\$ 39,576,035	\$
Plan Fiduciary Net Position	\$ 32,359,220	\$
Net Pension Liability	\$ 7,216,815	\$
Funded Status	81.76%	68.65%
Pension Expense	\$ (2,011,357)	\$
	650	147,

Rate of Return on Market Value of Assets	28.60%	-7.83%
<b>Actuarial Assumptions</b>		
Valuation Interest Rate	7.50%	7.50%
Salary Growth	N/A	N/A
Mortality Assumption	2010 Public Sector Retirement Plan Mortality Tables for Safety Employees	2010 Public Sector Retirement Plan Tables for Safety

Mr. Corbett explains that at a 75% funded status point, it is typically not the time to start becoming more conservative. Mr. Corbett further explains you want to try to build that funded status to 80%-85%.

Kenneth Sousa of the Budget and Financial Board of Review states that this is like a “balance sheet” as it is of a point in time. Mr. Sousa questions how a TBD on contributions can be made because it is in the past. Mr. Corbett explains that from an actuary side his company typically receive data, including investment return information on an annual basis after the plan year ends. Mr. Corbett further explains that his company would receive asset statements showing the contributions on June 2023. Mr. Corbett states that he is fairly certain that the Town is making payroll contributions. Town Manager Rossi explains that the Town is matching contributions at a rate of 25.9%. Town Manager Rossi reminds Mr. Sousa that the company only calculates when the fiscal year is closed out, and the Town does their data collection for them on June 30. Town Manager Rossi also reminds Mr. Sousa that the company is using estimates on all of the other numbers, and when they do the Town’s report on June 30, they will take the data and be able to fill in the other numbers.

Mr. Sousa questions why estimates are not used for what is paid in since the fiscal year started. Mr. Krayter states that the intent for this line is to know that the true contribution was deposited during the fiscal years.

## RETIREMENT PLAN FOR FORMER EMPLOYEES OF THE POLICE DEPARTMENT

### Plan Demographics

Measurement Date	<u>July 1, 2021</u>	<u>July 1, 2022</u>
Active Participants	0	0
Terminated with Vested Benefits	0	0
Retired and Beneficiaries	<u>33</u>	<u>33</u>
<b>Total Participants</b>	<b>33</b>	<b>33</b>

### Actuarial Valuation Results

Plan Year Beginning	<u>July 1, 2021</u>	<u>July 1, 2022</u>
<b>Plan Assets</b>		
Market Value of Assets	\$ 13,551,791	\$ 12,657,618
Actuarial Value of Assets	\$ 13,551,791	\$ 12,657,618
<b>Actuarial Present Value of Accrued Benefits</b>	\$ 25,083,482	\$ 25,392,490
<b>Total Projected Accrued Benefit</b>		
Active Participants	\$ -	\$ -
Terminated with Vested Benefits	\$ -	\$ -
Retired and Beneficiaries	\$ <u>25,083,482</u>	\$ <u>25,392,490</u>
<b>Total Plan Liability</b>	<b>\$ 25,083,482</b>	<b>\$ 25,392,490</b>
<b>Funding Percentage - Accrued Benefits /</b>	<b>54.03%</b>	<b>49.85%</b>

**Market Value****Funding Percentage - Projected Accrued Benefits / Market Value****54.03%****49.85%****Recommended Contribution**

Normal Cost + Administrative Expenses	\$	18,000	\$	18,000
Amortization Payments	\$	1,681,666	\$	2,022,499
Interest to the End of Year	\$	62,585	\$	75,135
<b>Total Recommended Contribution</b>	<b>\$</b>	<b>1,762,251</b>	<b>\$</b>	<b>2,115,634</b>

Actual Contribution Made	\$	2,179,641		TBD
Benefit Payments (prior year)	\$	1,752,882	\$	1,784,504

**GASB 67/68 Results****Fiscal Year Ending****June 30, 2021****June 30, 2022**

Total Pension Liability	\$	25,083,482	\$	25,392,490
Plan Fiduciary Net Position	\$	13,551,791	\$	12,657,618
Net Pension Liability	\$	11,531,691	\$	12,734,872
Funded Status		54.03%		49.85%
Pension Expense	\$	105,436	\$	1,337,120
Rate of Return on Market Value of Assets		25.17%		-9.26%
Valuation Interest Rate		7.50%		7.50%
Salary Growth		N/A		N/A
Mortality Assumption	2010 Public Sector Retirement Plan Mortality		2010 Public Sector Retirement Plan Mortality	
	Tables for Safety Employees with Above Average Benefits, Projected with MP-2020 Mortality Improvement Scale		Tables for Safety Employees with Above Average Benefits, Projected with MP-2021 Mortality Improvement Scale	

Mr. Krayter reviews the retirement plan for former employees of the Police Department. Mr. Krayter explains that this is set up in the same manner as the Fire Department, however, the difference between this plan and the Fire Department plan, is that this plan only covers retirees.

Mr. Krayter states that this plan has only thirty-three (33) retirees who are collecting monthly payments. Mr. Krayter further states that this plan is funded at a level of 48.5%. Mr. Krayter explains that the minimum contribution for this plan is \$2.1M which keeps the plan more comparatively better funded.

Vice President Iannotti states that the Town contributed more than what was recommended. Town Manager Rossi states that the time the report was done is the number we should have for the actuary, however, the reports change the number when you close out the prior year. Town Manager Rossi states the Town is working with the actuary to lay out with them that it is the number in the actuary report at the time the prior year is closed out, and the Town budgets for the new year by having this estimate. Town Manager Rossi further states that the Town needs to lock in the estimated contribution for that year to work for the next year.

Mr. Krayter states that the Town was able to contribute closer to the recommended contribution for this plan as opposed to the other plan, and if there are resources available to make additional contributions, consideration should be to send it to the other plan.



Mr. Corbett states that because this plan is for retired police officers, amortizing at a rate of no longer than expected life expectancy would be prudent. Mr. Corbett further states that average life expectancy under assumptions is 20.5 years. Mr. Corbett explains that the Post-Retirement Medical Plan is an unfunded plan, and it was generally designed to be such until GASB 75 rules required this information to be added to the books and recorded for.

Mr. Corbett further explains that the Town's plan has some investments, and as of July 1, 2022 the assets were \$5.5M. Mr. Corbett also states that the liability for this OPEB plan is \$44M, and the plan is approximately 12.5% funded.

Mr. Corbett states that this plan is larger because it covers more employees (Town employees, school employees, police and fire employees). Mr. Corbett further states that the active age of all of the active and retired members has decreased which improves the liability measurement of the OPEB fund.

Town Manager Rossi states that with our trust, the Town only puts money in, and the benefits are paid out of this based on the accounting and actuary purposes showing the money went through. Town Manager Rossi further explains that all of the retiree's benefits, from both the Town and the School Department are a "pay as you go basis" and the additional contribution goes into the fund.

Member Tassoni questions if employees receive Medicare once they turn sixty-five (65). Town Manager Rossi states this is true, and those employees are dropped from the Town's plan.

Vice President Iannotti states that the recommended contribution was \$4.8M, and this year it is \$4.7M. Mr. Corbett explains that this recommended contribution is slightly different from the pension fund. Mr. Corbett further explains that as actuaries they generally determine amortization, and the GASB 75 rules use a thirty (30) year amortization. Mr. Corbett also explains that the reason the recommended contribution decreased from one (1) year to the next is because the liability decreased 25% from 2021 to 2022. Town Manager Rossi states that the Town has been increasing \$25,000 per year.

Investment Advisor Kenneth Goodreau explains that last year was the worst year for 60/40 due to the damage in the bond market, and the plans were down approximately 12.2%. Mr. Goodreau further explains that the fees for this plan is about the lowest in the state mostly because the company run at no Level 3 assets, no hedge funds, and no private equity; it is market to market every day. Mr. Goodreau feels that this plan is very liquid and very conservative.

Mr. Goodreau states that the plan was not hit with the damage from long-term bonds, and all of the bond exposure has been short-term. Mr. Goodreau further states that there is no impairment in the fixed income portfolio. Mr. Goodreau also states that the company has no exposure to bank credits.

Chair of the Financial Review Board Kate Zimmerman questions Mr. Goodreau foresees money coming out of the account and going into the money market. Mr. Goodreau explains that the company is very active around liquidity because the interest rate changes so rapidly, and they do not want to be complacent to where interest rates are going. Mr. Goodreau further explains that the company holds a great deal of cash because the plans will need that cash, and they don't want

to open that up to the susceptibility of market volatility. Ms. Zimmerman questions the percent. Mr. Goodreau states they hold close to 5% short-term. Mr. Goodreau further states that they have been out of high-yield bonds for over a year and there are no bank loan credits. Mr. Goodreau also states that the company is at zero interest rate risk beyond investment grade.

Member Toppi questions who decides short-term and long-term versus hedge funds. Mr. Goodreau explains that because of the way the plan is set up similar to a 401K, which has great advantages and disadvantages, however, there are limitations to what the company can do. Mr. Goodreau feels that in a rising interest rate environment where there is a great deal of uncertainty around liquidity, there is a greater risk around reside in private equity. Mr. Goodreau further explains that they would not do that even if they could. Mr. Goodreau states that the company is getting a return on risk-free rate. Mr. Goodreau also explains the company will always manage a great deal of short-term because they do not know what the future will bring, and they will remain that way until they feel the risk premium on stocks or the return on credits are at an advantage.

Town Manager Rossi explains this is set between the guidelines and the principle, as well as the Town's investment policy which is approved by the Pension Board and the Town Council.

Ms. Zimmerman questions if other towns are utilizing preferred convertible stocks, non-traded stocks or bond ladders. Mr. Goodreau explains that the incoming calls are about a plan that is somewhat unsure about what they already own because they are not liquid, and they may not have the ability to transition.

## **TOWN OF SMITHFIELD POSTRETIREMENT BENEFITS PLAN EXECUTIVE SUMMARY**

The purpose of this Executive Summary is to allow the management to see at a quick glance the items pertinent to the current status and plan demographics.

<b>Measurement Date</b>	<b><u>June 30, 2021</u></b>	<b><u>June 30, 2022</u></b>
Active Participants	471	490
Retired Participants and Spouses	<u>54</u>	<u>66</u>
<b>Total Participants</b>	<b>525</b>	<b>556</b>
<b>Average Active Participant Age</b>	<b>46.3</b>	<b>46.0</b>
<b>Average Active Participant Service</b>	<b>14.0</b>	<b>13.4</b>
<b>Average Inactive Participant Age (Retirees Only)</b>	<b>58.1</b>	<b>57.0</b>

### **Actuarial Valuation Results**

<b>Plan Year Ending</b>	<b><u>June 30, 2021</u></b>	<b><u>June 30, 2022</u></b>
<b>Plan Assets</b>		
Market Value of Assets	\$ 6,115,083	\$ 5,574,438

Prior Plan Year Employer Contributions	\$	1,566,883	\$	1,732,575
Prior Plan Year Benefit Payments	\$	(1,185,943)	\$	(1,447,115)
<b>Recommended Contribution</b>				
Service Cost	\$	2,376,478	\$	2,203,533
Amortization Payments	\$	2,390,435	\$	2,394,389
Interest to the End of Year	\$	<u>127,753</u>	\$	<u>101,154</u>
<b>Total Recommended Contribution</b>	\$	<b>4,894,666</b>	\$	<b>4,699,076</b>

#### **GASB 75 Results**

<b>Fiscal Year Ending</b>	<b><u>June 30, 2021</u></b>		<b><u>June 30, 2022</u></b>	
Total OPEB Liability	\$	59,443,000	\$	44,565,511
Plan Fiduciary Net Position	\$	<u>6,115,083</u>	\$	<u>5,574,438</u>
Net OPEB Liability	\$	(53,327,917)	\$	(38,991,073)
Funded Status		10.29%		12.51%
 OPEB Expense	\$	 2,095,145	\$	 2,661,876
 Rate of Return on Market Value of Assets		 30.14%		 -14.41%
<b>Actuarial Assumptions</b>				
Valuation Interest Rate		2.20%		4.11%
Long-term Rate of Return on AssetsSalary		7.00%		7.00%
Growth		N/A		N/A
Mortality Assumption		Pub-2010		Pub-2010
		General/Safety/Teacher semmployee and Annuitant Tables with Scale MP-2021		General/Safety/Teacher semmployee and Annuitant Tables with Scale MP-2021
 Health Care Cost Trend Rates		 6.5% and Ultimate rate of 4.04%		 6.0% and Ultimate rate of 4.44%

#### **C. Adjournment.**

**Motion** is made by Member Tassoni, seconded by Member Toppi, to adjourn the meeting. **Motion is approved by a unanimous 4/0 vote.**

Meeting adjourns at 6:25 p.m.

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Acting Town Clerk

**PLEASE SEE EXECUTIVE**  
**SESSION ENVELOPE**

## **MINUTES OF SMITHFIELD TOWN COUNCIL MEETING**

**Date: Tuesday, April 4, 2023**

**Place: Smithfield Town Hall**

**Time: 6:30 P.M.**

### **Present:**

Town Council President T. Michael Lawton  
Town Council Member Sean M Kilduff  
Town Council Member Michael P. Iannotti  
Town Council Member Rachel S. Toppi  
Town Council Member John J. Tassoni, Jr.  
Town Manager Randy R. Rossi  
Town Solicitor Anthony Gallone  
Acting Town Clerk Lyn M. Antonuccio

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### **I. President Lawton calls the Tuesday, April 4, 2023 Smithfield Town Council Meeting to order at 7:05 p.m.**

At 6:35 p.m., a motion was made by Member Kilduff, seconded by Member Toppi, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(1) Personnel; to interview Donna Keegan, Keith Christensen, and Beverly Tobin. for possible appointment or reappointment to a Town board or commission and Rhode Island General Laws, Section 42-46-5(a)(2) Collective At 6:59 p.m. a motion was made by Member Toppi, seconded by Member Kilduff, to adjourn the executive session and seal the minutes. The motion was unanimously approved.

President Lawton reconvened the Town Council regular meeting at 7:05 p.m. and reported that no votes were taken in executive session that are required to be reported pursuant to RIGL § 42-46-4

### **II. President Lawton offers a prayer.**

### **III. Salute to the flag.**

### **IV. Emergency Evacuation and Health Notification**

### **V. Presentations:**

#### **A. Smithfield/Coventry/Moses Brown Co-Op Girls' High School Hockey Division 1 State Champions.**

Member Tassoni states that as someone who played hockey, these are memories for a lifetime. Member Tassoni awards each player/coach with a Certificate of Recognition.

#### **B. Citation of Environmental Excellence & Commitment – Veolia Water.**

Town Engineer Cleary recognizes Veolia Water for their committed dedication to the Town. Engineer Cleary states that for the last twenty (20) years Veolia Water has maintained, operated, and upgraded the Town's wastewater assets to a standard held high and always exceeding industry standards.

Engineer Cleary recognizes the staff that maintains the facility, their labor, effort, and commitment. Engineer Cleary awards Veolia Water with a Certificate of Recognition.

**VI. Minutes:**

- A. Move that the minutes of the January 3, 2023 executive session held pursuant to Rhode Island General Laws Section 42-46-5(a)(2) to consider, discuss, and act upon Pending Litigation (Case #: PC-2022-00953, Teresa Graham vs. the Town of Smithfield) be approved as recorded and sealed.**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the January 3, 2023 executive session be approved as recorded and sealed. **Motion is approved by a 4/0 vote. Member Kilduff abstains.**

- B. Move that the minutes of the March 21, 2023 executive session held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Neal Rogers and Anthony Ciacciarelli for possible appointment to a Town board or commission and Rhode Island General Laws, Section 42-46-5(a)(2) Collective Bargaining: Local 2050, International Association of Firefighters, AFL-CIO contract be approved as recorded and sealed.**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the March 21, 2023 executive session be approved as recorded and sealed. **Motion is approved by a 4/0 vote. Member Kilduff abstains.**

- C. Move that the minutes of the March 21, 2023 open session meeting be approved as recorded.**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the March 21, 2023 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

**VII. Consider, discuss and act upon the following possible appointments and reappointments:**

- A. Sewer Authority appointment with a term expiring in January of 2026.**

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Anthony Ciacciarelli to the Sewer Authority for a term expiring in January 2026. **Motion is approved by a unanimous 5/0.**

- B. Conservation Commission appointment with a term expiring in July of 2024.**

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council appoints Neal Rogers to the Conservation Commission for a term expiring in July 2024.



**Motion is approved by a unanimous 5/0 vote.**

**VIII. Public Hearings:**

**A. Conduct a public hearing to consider and act upon adopting amendments to the Zoning Ordinance and Zoning Map.**

President Lawton declares the public hearing open.

Town Planner Michael Phillips explains that changes originated in a number of areas, some of which are to bring the zoning ordinance into compliance with the Comprehensive Plan (the main one being the creation of the Open Space Zone), and others are to reflect changes in the state statute (Accessory Family Dwelling Units, Zoning Board votes and quorum). Planner Phillips further explains that other changes are to update the ordinance where issues were found.

Planner Phillips also explains that the Open Space Zone creates a zone town-wide by taking all of the public and private open space that has deed restrictions and subdivisions and placing it in this zone. Planner Phillips reminds the members this is required based on the Comprehensive Plan.

Planner Phillips states that with regard to the zoning district boundaries, if it was found that there was a split-zone lot, the policy has always been to be where the greatest area was assigned the zoning district, however, there is no written ordinance to support that policy.

Planner Phillips further states with regard to the ADU, this will bring that section of the ordinance into compliance with state law as there have been major changes no longer requiring there be a familial relationship between the inhabitants and the owner. Planner Phillips also states this law will allow for ADUs in rental housing and in detached structures.

Planner Phillip explains that the Town did maintain its size requirement which states the ADU can be no greater than 800 sq. ft. or less than 400 sq. ft.

Planner Phillips further explains that there is a change to the exclusionary zoning to clarify some of the density provisions and the fees in-lieu of and that is done.

Planner Phillips requests that the solar amendment be continued because there was a request from the council to possibly eliminate the solar projects in residential zones, and the Planning Board has reviewed this, however, this must be re-advertised.

Planner Phillips explains that the last amendment to bring the Zoning Board voting provisions into compliance with state law to clarify what a majority is various scenarios.

Member Kilduff questions the ADUs if someone has an acre of land and would like to have their son build a home on that land if it is allowed. Planner Phillips states that is allowed. Member Kilduff also questions if two (2) homes would be allowed. Planner Phillips is not sure if that would be allowed. Planner Phillips reminds the members there is a square foot limit of 800 sq. ft.

President Lawton questions the change from family to non-family. Planner Phillips surmises that this would result in people being able to afford housing and being able to have rental income.

Vice President Iannotti states that he reviewed the state statute which changes the provision of the ADU needing to be owner occupied, and under the proposed amendments, rental units may have an ADU. Vice President Iannotti does not feel this is a good idea.

Planner Phillips explains that there are more changes that may take place, one of which, is a size restriction.

Vice President Iannotti states that with regard to the solar portion of the amendments, there is a gap between what was approved by the Planning Board. Vice President Iannotti further states that when the medium sized project is taken out and made the large (20,000 sq. ft. or more) there was no provision for 1,750 and 20,000 sq. ft. Vice President Iannotti questions if the Town will be changing the small solar project to 1,750 and the large project would be greater than 1,750. Planner Phillips states that this is what he anticipates. Planner Phillips feels that there could be a large ADU in an industrial zone.

Vice President Iannotti explains that the Planning Board met last week for the purpose of discussing eliminating the ability to build large ground based solar projects in residential areas. Planner Phillips explains this was allowed by Special Use Permit in an R-80 and R-200 zone, and this will now be prohibited based on their recommendation. Vice President Iannotti further explains that according to the DEM, the state has 368,000 acres of forest that absorb over 500,000 tons of carbon dioxide. Vice President Iannotti feels if the Town goes into residential areas and cutting down trees, this would be a self-defeating policy. Vice President Iannotti suggests adding this in with the Open Space Zone if it is approved.

Vice President Iannotti feels this will allow the Town to put all of these changes together to create one new ordinance covering all of these changes.

Member Toppi states that the council received an email from a resident with issues that he identified. Member Toppi states that one issue was the failure to notify abutters of rezoning as he was an abutter, and this is a requirement.

Solicitor Gallone explains that the creation of an Open Space Zone affects the whole Town generally, and there are parcels of open space and Land Trust property that are now designated to be in an Open Space Zone. Solicitor Gallone further explains that under the State Enabling Act you are only entitled to specific notice if it is a specific amendment to the Zoning Ordinance, and this is a general amendment to the Zoning Ordinance and notice by publication is sufficient.

Member Toppi also states that the other issue was if a review is needed by the Town Engineer. Solicitor Gallone explains that a working group will be created to study ordinances that may be inconsistent with state law. Solicitor Gallone further explains that under the State Enabling Act an application for a zoning amendment is referred to the Planning Department for advisement/recommendation and the Planning Department refers it to the Town Council for their legislative action.

Vice President Iannotti states that there are many ordinances that need to be changed because they are out of date, and the ordinances need to be made clear and understandable to everyone.

James Busam of 2 Karen Ann Drive expresses his concerns about the ADU size of 800 sq. ft. as it is very small and almost every person wanting to put an ADU on their property will require a variance. Mr. Busam suggests that the council consider making that size larger.

Mr. Busam feels that the payment in lieu of building an ADU for a developer places the burden on the Town to collect all of the payments and find an opportunity to invest in properties to create ADUs. Mr. Busam urges the Town to be careful and not make it easy for a developer to escape their responsibility.

Town Manager Rossi asks Planner Phillips if he would advise the square footage be changed to 900 sq. ft. Planner Phillips thinks that change would keep some applicants from having to go before the Zoning Board.

President Lawton questions the success rate of variances that have been applied for. Mr. Busam states that the Zoning Board works hard to accommodate citizens that make a reasonable proposal, and the variances are more successful than not.

Hearing no further comments, President Lawton closes the public hearing.

**Motion** is made by Member Kilduff, seconded by Member Tassoni, to approve the items up until solar panels, with the amendment to change the ADU from 800 sq. ft. to 900 sq. ft. **Motion is approved by a unanimous 5/0 vote.**

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, to table the solar portion with instructions to the Town Planner, and to submit a new solar ordinance to the Planning Board for review, which includes both a definition for a small solar and a large solar project, in which also, will prohibit ground based solar in any residential or open space area greater than 1,750 feet. **Motion is approved by a unanimous 5/0 vote.**

**B. Consider scheduling a public hearing on May 2, 2023 to consider and act upon sewer usage rate changes.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby schedules a Public Hearing for May 2, 2023 at the regularly scheduled meeting of the Town Council to consider and act upon a sewer usage billing rate recommendations for the Fiscal Year 2024. **Motion is approved by a unanimous 5/0 vote.**

Vice President Iannotti states that the proposal suggests a \$75 increase for the first year and a \$25 increase each year thereafter. Vice President Iannotti suggests changing the first year increase to \$50, \$45 for the second year. Member Toppi is in support of Vice President Iannotti's suggestion. Member Tassoni states this change would be discussed during the public hearing.

**C. Sitting as the Smithfield Water Supply Board, consider scheduling a public hearing on May 16, 2023 consider and act upon water rate changes.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council advertise a Public Hearing for May 16, 2023, to review the Water Rate Study for the Smithfield Water Supply Board. **Motion is approved by a unanimous 5/0 vote.**

**D. Consider scheduling a public hearing on April 18, 2023 to consider and act upon a request for abandonment of a portion of the Pine Drive right of way.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby schedules a public hearing on April 18, 2023 to consider the abandonment of a portion of the Pine Drive right of way as shown on the attached map and provide notice as required by R.I.G.L. **Motion is approved by a unanimous 5/0 vote.**

**IX. Licenses:**

- A. Consider, discuss, and act upon approving the annual renewal of ten (10) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.**
- 1. Botan, LLC d/b/a “Wise Guys Deli”, 1201 Douglas Pike**
  - 2. Douglas Cochrane d/b/a “Releaf Center”, 375 Putnam Pike, #21**
  - 3. GameStop, Inc. d/b/a “GameStop Store #4848”, 371 Putnam Pike Unit 190**
  - 4. Grams Girls, Inc. d/b/a “Cardsmart Smithfield”, 445 Putnam Pike**
  - 5. MDB-T, LLC d/b/a “Toyota of Smithfield”, 550 George Washington Highway**
  - 6. NEFL, Inc. d/b/a “New England Frozen Lemonade”, 15 Indian Head Trail**
  - 7. Princes & Sons Pizza, Inc. d/b/a “Depetrillo’s Pizza & Bakery”, 105 Pleasant View Avenue**
  - 8. Rhode Island CVS Pharmacy, LLC d/b/a “CVS Pharmacy#330”, 445 Putnam Pike**
  - 9. Riptide Fitness, LLC d/b/a “Planet Fitness”, 445 Putnam Pike**
  - 10. Speedway, LLC d/b/a “Speedway #02821”, 263 Putnam Pike**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the annual renewal of ten (10) Holiday Sales Licenses, as listed, as applied, subject to compliance with all state and local ordinances.

- 1. Botan, LLC d/b/a “Wise Guys Deli”, 1201 Douglas Pike**
- 2. Douglas Cochrane d/b/a “Releaf Center”, 375 Putnam Pike, #21**
- 3. GameStop, Inc. d/b/a “GameStop Store #4848”, 371 Putnam Pike Unit 190**
- 4. Grams Girls, Inc. d/b/a “Cardsmart Smithfield”, 445 Putnam Pike**
- 5. MDB-T, LLC d/b/a “Toyota of Smithfield”, 550 George Washington Highway**
- 6. NEFL, Inc. d/b/a “New England Frozen Lemonade”, 15 Indian Head Trail**

7. **Princes & Sons Pizza, Inc. d/b/a “Depetrillo’s Pizza & Bakery”, 105 Pleasant View Avenue**
8. **Rhode Island CVS Pharmacy, LLC d/b/a “CVS Pharmacy#330”, 445 Putnam Pike**
9. **Riptide Fitness, LLC d/b/a “Planet Fitness”, 445 Putnam Pike**
10. **Speedway, LLC d/b/a “Speedway #02821”, 263 Putnam Pike**

**Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon approving the annual renewal of one (1) Pool Table License, as applied, subject to compliance with all State regulations and local ordinances.**

1. **Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of one (1) Pool Table License, as applied, subject to compliance with all State regulations and local ordinances.

1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)

**Motion is approved by a unanimous 5/0 vote.**

- C. Consider, discuss, and act upon approving the annual renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.**

1. **On the Rhode Café, LLC d/b/a “On the Rhode Café”, to sell coffee, bagels and donuts from a truck with RI Reg. 1BZ291, 73B Gene Allen Road, Foster, RI**

**Motion** is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve the renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.

1. **On the Rhode Café, LLC d/b/a “On the Rhode Café”, to sell coffee, bagels and donuts from a truck with RI Reg. 1BZ291, 73B Gene Allen Road, Foster, RI**

**Motion is approved by a unanimous 5/0 vote.**

- D. Consider, discuss, and act upon approving the annual renewal of two (2) Massage Establishment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.**

1. **Chalom MacDermott d/b/a “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4**



**2. Oasis Spa, Inc., d/b/a “Oasis Spa, Inc.”, 9 Cedar Swamp Road, #9**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the annual renewal of two (2) Massage Establishment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Chalom MacDermott d/b/a “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4
2. Oasis Spa, Inc., d/b/a “Oasis Spa, Inc.”, 9 Cedar Swamp Road, #9

**Motion is approved by a unanimous 5/0 vote.**

**E. Consider, discuss, and act upon approving the annual renewal of two (2) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.**

1. Chalom MacDermott working at “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4
2. Ying Shu Li working at “Oasis Spa, Inc.”, 9 Cedar Swamp Road #9

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of two (2) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Chalom MacDermott working at “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4
2. Ying Shu Li working at “Oasis Spa, Inc.”, 9 Cedar Swamp Road #9

**Motion is approved by a unanimous 5/0 vote.**

**F. Consider, discuss, and act upon approving a new Victualling Only License for Smithfield Cookies, LLC d/b/a “Crumbl Cookies”, 371 Putnam Pike, Unit 195, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the Smithfield Building Official and final approval from the RI Department of Health.**

**Motion** is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council approve a new Victualling Only License for Smithfield Cookies, LLC d/b/a “Crumbl Cookies”, 371 Putnam Pike, Unit 195, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the Smithfield Building Official and final approval from the RI Department of Health. **Motion is approved by a unanimous 5/0 vote.**

**G. Consider, discuss, and act upon approving one (1) Special Event License for the Smithfield Parks and Recreation Department for an “Easter Egg Hunt and Easter Bunny”, 1 William J. Hawkins, Jr. Trail on the following date:**

- **Saturday, April 8, 2023 starting at 10:00 a.m.**

**All Special Event Licenses for the Smithfield Parks and Recreation Department are subject to compliance with all State regulations and local ordinances.**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve one (1) Special Event License for the Smithfield Parks and Recreation Department for an “Easter Egg Hunt and Easter Bunny”, 1 William J. Hawkins, Jr. Trail on the following date:

- **Saturday, April 8, 2023 starting at 10:00 a.m.**

All Special Event Licenses for the Smithfield Parks and Recreation Department are subject to compliance with all State regulations and local ordinances.

**Motion is approved by a unanimous 5/0 vote.**

**H. Consider, discuss, and act upon approving one (1) Special Event License for the Smithfield Parks and Recreation Department for a “Camp & Vendor Fair”, 1 William J. Hawkins, Jr. Trail on the following date:**

- **Friday, April 14, 2023 from 11:00 a.m. to 1:00 p.m.**

**All Special Event Licenses for the Smithfield Parks and Recreation Department are subject to compliance with all State regulations and local ordinances.**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve one (1) Special Event License for the Smithfield Parks and Recreation Department for a “Camp & Vendor Fair”, 1 William J. Hawkins, Jr. Trail on the following date:

- **Friday, April 14, 2023 from 11:00 a.m. to 1:00 p.m.**

All Special Event Licenses for the Smithfield Parks and Recreation Department are subject to compliance with all State regulations and local ordinances.

**Motion is approved by a unanimous 5/0 vote.**

**I. Consider, discuss, and act upon approving a new Victualling Only License for Cava Mezze Grill, LLC d/b/a “Cava Mezze Grill”, 473 Putnam Pike, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the Smithfield Building Official and final approval from the RI Department of Health.**

**Motion** is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Victualling Only License for Cava Mezze Grill, LLC d/b/a “Cava Mezze Grill”, 473 Putnam Pike, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the Smithfield Building Official and final approval from the RI Department of Health. **Motion is approved by a unanimous 5/0 vote.**

**X. Old Business:**

- A. Consider, discuss, and act upon approving outdoor seating and bar service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, located at 294 Waterman Avenue, as applied, subject to compliance with all State regulations, local ordinances and final approval from the Smithfield Building Official on the proposed outdoor seating area.**

Isabel Juan, the owner of “Rangoon Chinese & Japanese Restaurant” explains that she has been at this location for fifteen (15) years and is hoping that the council will approve this application so that she can be better for the community.

Acting Town Clerk Antonuccio explains that drawings have been received by the Building Department, however, there are still some questions that he needs to be answered, and he has not given his final approval.

A friend of Ms. Juan’s explains that renderings were given

Town Manager Rossi states that he will follow up with the Building Department.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the outdoor seating and bar service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, located at 294 Waterman Avenue, subject to compliance with all State regulations, local ordinances and final approval from the Smithfield Building Official on the proposed outdoor seating area. **Motion is approved by a unanimous 5/0 vote.**

**XI. New Business:**

- A. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon a bid award for on-call professional engineering & consulting services.**

Public Works Director Allen explains that a review committee was created consisting of the Town Planner, Town Engineer, and himself. Director Allen further explains that the three (3) applicants that responded were invited to interview with the committee and Beta Group came out overwhelmingly as the choice.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council, sitting as the Smithfield Water Supply Board, awards the on-call professional engineering services through Fiscal Year 2028, to Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI 02865. **Motion is approved by a unanimous 5/0 vote.**

**B. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon authorizing a request for proposals for the North Providence Pressure Reducing Project.**

Director Allen reminds the members that this project is being funded through the RI Infrastructure Bank, and it is required to go to bid early this year. Director Allen explains that the Town is currently at 90% design, and the those documents have been presented to the council for review, however, they are waiting for North Providence to submit the occupation within the roadway and comments from Providence Water Supply.

Member Toppi questions if the payment is being made via a grant. Director Allen explains that the Town received a loan from the RI Infrastructure Bank when tank rehabilitation was started a few years ago, and the Burlingame tank was chosen not to be rehabilitated as it is being studied for another potential use. Director Allen further explains that both Rocky Hill and the Island Wood tanks were completed, and there was a remainder in the bond balance amount. Director Allen also explains that the balance has been brought forward to use for this project.

Town Manager Rossi questions if a part of this is from the loan forgiveness program. Director Allen states there is a portion from the loan forgiveness program. Town Manager Rossi states that is why there is a deadline.

Member Toppi questions when the deadline is. Director Allen explains that he does not recall the exact date, however, it is Spring or early Summer.

Member Toppi states that at the suggestion of someone that knows this topic well, she feels that the council should be knowledgeable in what they are doing and in the decisions they make, and she does not want to rush in making a decision. Director Allen explains that this project is at 90% design and there are minor issues they need to go through. Director Allen further explains that once the comments have been reviewed, he is hoping to go out to bid at the end of April.

Member Toppi requests a tour of the water plants. Director Allen agrees to give the members a tour.

Paul Santucci of 10 Appletown Road states that he reached out to Member Toppi, and is hoping that the council will table the RFP as there are two (2) new council members that have not seen the water system. Mr. Santucci feels it is a good idea to get a context of how much money will be spent, what the project entails, and its location. Mr. Santucci also feels that having an eye on the entire system before committing to hundreds of thousands of dollars.

President Lawton explains that discussion will take place when the RFP comes back, therefore, the council is not committing to anything. Town Manager Rossi states that having the facts come back with aid in the council's decision.

James Busam of 2 Karen Ann Drive states that there is no harm in authorizing an RFP because the more information you receive will make the council more informed when you see the issues they are trying to address. Mr. Busam urges the members not to delay as the problems are getting worse.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council, sitting as the Smithfield Water Supply Board, authorize the advertisement of the Request for Proposal for the North Providence Pressure Reducing Project subject to final review and comment by the Town Solicitor. **Motion is approved by a unanimous 5/0 vote.**

**C. Consider, discuss, and act upon a contract extension with Hague, Sahady & Co., P.C. for financial audit services in the amount of fifty-nine thousand and five hundred dollars (\$59,500).**

Town Manager Rossi explains that in 2021 the Town went to bid for audit services with two (2) one-year renewals, and this is the third year of this renewal. Town Manager Rossi further explains that the Town has been very happy with their services.

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council grant a one year renewal for financial audit services and agreed-upon procedures for the Town of Smithfield and the Smithfield School Department for Fiscal Year ending June 30, 2023 to Hague, Sahady & Co., CPA's P.C. in the amount of \$59,500. **Motion is approved by a unanimous 5/0 vote.**

**D. Consider, discuss, and act upon adopting a resolution in support of Rhode Island Day at Vicksburg National Military Park sponsored by Council President T. Michael Lawton and Council Member John J. Tassoni, Jr.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby adopt a resolution in support of Rhode Island Day at Vicksburg National Military Park sponsored by Council President T. Michael Lawton and Council Member John J. Tassoni, Jr. **Motion is approved by a unanimous 5/0 vote.**

**E. Consider, discuss, and act upon adopting a resolution to establish a Town Ordinance Working Group sponsored by Council Vice President Michael P. Iannotti and Council Member Rachel S. Toppi.**

Vice President Iannotti explains that after reviewing the Town's ordinances he found that many of them are out-of-date and have not been update since 1980 and do not conform to the Town Charter or state law. Vice President Iannotti further explains that the council would like to get a process in place where all of the ordinances are reviewed. Vice President Iannotti reads the proposed resolution which explains who the group will consist of and the review process.

President Lawton suggests reviewing a few ordinances at a time because there are so many that may need updating. Vice President Iannotti states that is his intent; to make the amount of ordinances manageable for the council.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby adopt a resolution to establish a Town Ordinance Working Group sponsored by Council Vice President Michael P. Iannotti and Council Member Rachel S. Toppi. **Motion is approved by a unanimous 5/0 vote.**



**F. Consider, discuss, and act upon appointing two (2) Town Council Members to the Town Ordinance Working Group.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby appoints Vice President Iannotti and President Lawton to the Town Ordinance Working Group. **Motion is approved by a unanimous 5/0 vote.**

**G. Consider, discuss, and act upon authorizing a contract with Aramsco, through the RI Master Price Agreement #364, for flooring replacement at the Senior Center in an amount not to exceed thirteen thousand, seven hundred seventy-four dollars and zero cents (\$13,774.00).**

Member Tassoni questions if this was the floor damaged by the flood. Town Manager Rossi explains that the floor damaged by the flood was covered by insurance.

**Motion** is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby award the project of flooring replacement in the Senior Center lobby area to the lowest qualified bidder Aramsco, a vendor listed in the State of RI Master Pricing Agreement, MPA 364, for a cost not to exceed \$13,774.00. **Motion is approved by a unanimous 5/0 vote.**

**H. Consider, discuss, and act upon the abatement of uncollectable cell tower tax bills in the amount of seventy-nine thousand, five hundred, seventy-one dollars and thirty-seven cents (\$79,571.37) for Velocita Wireless & Skytel from 2008 to 2014.**

Town Manager Rossi explains that both of the cellular companies have gone out of business, and the Town spent many years trying to go after these accounts, however, to no avail. Town Manager Rossi further explains the Town was able to receive some money, but when the towers were sold, the remainder of the money was uncollectable.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approves the abatement of uncollectable cell tower tax bills for Velocita Wireless & Skytel from 2008 to 2014. **Motion is approved by a unanimous 5/0 vote.**

**I. Consider, discuss, and act upon the appointment of a Town Clerk.**

**Motion** is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby appoints Lyn Antonuccio as the Town Clerk. **Motion is approved by a unanimous 5/0 vote.**

**XII. Public Comment.**

Grace Toppi of 20 Alpine Ridge questions why the Board of Canvassers is composed of three (3) members and not an even number of members. Ms. Toppi also questions who would get the two (2) alternate spots that are available.

Solicitor Gallone states that he will need to review the statute, however, he believes that there needs to be minority representation, meaning that since the council appoints the members, if a

council consisted of all Democrats, the Board of Canvassers could not all be Democrats. Solicitor Gallone further states that he is sure that the statute requires members from both parties to sit on that board.

Town Manager Rossi states that the initial intent was to have a Democrat, Republican, and an Unaffiliated member so ensure that the two (2) main parties were covered and you want to have an odd number of members when something needs to be voted on.

**XIII. Adjournment.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, to adjourn the meeting.  
**Motion is approved by a unanimous 5/0 vote.**

Meeting adjourns at 8:10 p.m.

---

Acting Town Clerk



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

Telephone (401) 233-1017  
Fax (401) 233-1091

## MEMORANDUM

**DATE:** March 29, 2023  
**TO:** Town Council  
**FROM:** Michael Phillips, Town Planner  
**RE:** Request to Abandon Portions of Pine Drive

The enclosed petition to abandon portions of the Pine Drive right of way has been reviewed by the Planning Department and is submitted to the Town Council for consideration. The petition is submitted on behalf of Paul F. McCarthy, the land owner that abuts the unused portion of the right of way on both sides.

Historical aerial photographs of this area show that the portion of the right of way that is the subject of the abandonment petition was cleared when the other streets in the plat were being constructed. It is not clear whether this portion of the right of way was ever used a roadway but, over the years, it became overgrown and is no longer passable. Accordingly, the abandonment petition would seem to be appropriate.

Pursuant to *Rhode Island General Law Title 24 Highways Chapter 24-6, Abandonment By Towns*, the Town Council of a community is authorized to abandon a roadway that no longer serves a public purpose. The law also requires notice of the abandonment be provided in a newspaper once a week for three (3) successive weeks prior to the meeting and, that those abutting the roadway to be abandoned receive personal notice.

Ownership of the roadway right of way areas that are abandoned revert to the abutting owners. In this case, Mr. McCarthy owns property on both sides of the right of way so the entire right of way would revert to him.

**Recommended Motion:** That the Smithfield Town Council hereby abandon a portion of Pine Drive right of way as shown on the attached map and provide notice as required by R.I.G.L.

**Attachments:**  
Abandonment Petition  
Exhibit A – Deed Descriptions  
Abandonment Plan

MAR 07 2023 AM 09:40

STATE OF RHODE ISLAND  
PROVIDENCE COUNTY

TOWN OF SMITHFIELD

Paul F. McCarthy  
*Petitioner*

**A PETITION TO THE HONORABLE TOWN COUNCIL  
TO ABANDON PORTION OF PINE DRIVE PAPER STREET**

To the Honorable Town Council of the Town of Smithfield, Rhode Island:

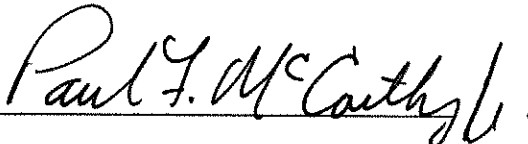
The Petitioner, PAUL F. MCCARTHY, a resident of Smithfield, Rhode Island, is the owner of property abutting relevant portions of the parcel of land situated in the Town of Smithfield, Rhode Island, in between Lots 31 and 32 on Assessor Map 38. The Petitioner respectfully petitions this Honorable Town Council to abandon the Pine Drive Paper Street which is more fully described on Exhibit A attached hereto.

As grounds for the petition, the undersigned represents the following:

Petitioner PAUL F. MCCARTHY owns Lots 31 and 32 on Assessor Map 38, which includes his residence at 16 Pine Drive. The Town of Smithfield Planning Department has recommended that the Pine Drive Paper Street to be abandoned. This paper street has never been utilized, developed, improved, or maintained by the Town, and is not necessary for any future use.

Wherefore, the undersigned hereby requests that the Pine Drive Paper Street described in Exhibit A be abandoned and that the land contained therein revert to the abutting lot owners.

Respectfully submitted,  
Paul F. McCarthy



## **EXHIBIT A**

That certain tract or parcel of land with all buildings and improvements thereon, situated on the northwesterly side of Pine Drive, in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the northwesterly line of Pine Drive, said point being the most southerly corner of land now or formerly Paul & Tracy McCarthy and the most southeasterly corner of the herein described parcel;

thence proceeding in a northwesterly direction a distance of one hundred fifty (150') feet, bounded northeasterly by said McCarthy land, to a point;

thence turning and proceeding a southwesterly direction a distance of twenty-five (25') feet, bounded northwesterly by an unnamed street, to a point;

thence turning and proceeding a southeasterly direction a distance of one hundred fifty and (150') feet, bounded southwesterly by land now or formerly of Paul F. McCarthy, Jr. to a point on the northwesterly line of Pine Drive;

thence turning and proceeding a northeasterly direction a distance of twenty-five (25') feet, along the northwesterly line of Pine Drive, to the point and place of beginning;

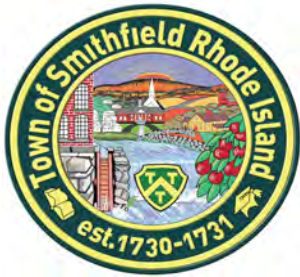
said parcel contains 3,750 s.f. of land, more or less.



Pine Drive  
Abandonment Plan







# Memorandum

**DATE:** April 12, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Public Hearing on the transfer of a Class B-Victualler License from Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe”, to Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe”, for the April 18<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Conduct a Public Hearing to consider approving the transfer of a Class B-Victualler License from Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe”, located at 55 Douglas Pike, to Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe”, to include outdoor seating and bar service, same location, due to a transfer of stock shares, as applied, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, Certificate of Good Standing from the RI Division of Taxation and the signature of the owner of premises.

## **TOWN REVENUE:**

The fee for a Class B-Victualler License is \$600.00 for the year, however, in the case of a transfer there is no fee.

## **SUPPORTING DOCUMENTS:**

Copy of license application

Copy of BCI – No Record

Notice of Public Hearing that appeared in the Valley Breeze on the following dates: April 6, 2023 and April 13, 2023

Copy of TIP Cards

**RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the transfer of a Class B-Victualler License from Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe”, located at 55 Douglas Pike, to Douglas Eatery, LLC d/b/a/ “Twin River Pizzeria, Crazy Wings, Thai Cafe”, to include outdoor seating and bar service, same location, as applied, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, Certificate of Good Standing from the RI Division of Taxation and the signature of owner of premises.

**TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION**

FEE: NO FEE TO TRANSFER

PLEASE COMPLETE APPLICATION AND  
RETURN WITH FEE TO THE OFFICE OF  
THE TOWN CLERK BY:

**PLEASE PRINT:**

Note: Please fill in ALL the necessary information.

Date of Application: 7/18/2022

Type of License: Beverage Class B-V

License Application Status: Renewal

Name of Applicant: Raymond Mumford

Date of Birth: 8/11/1978

Resident Address: 4 Michael Road  
Randolph MA 02368

Business Address: 55 Douglas Pike  
Smithfield RI 02917

Map:  
Lot:

Corporation Name: Douglas Eatery LLC

Resident  
Telephone: (401) 486-8514

Business  
Telephone: (401) 231-9464

Operating Under  
Trade Name of: Twin River Pizzeria, Crazy Wings, Thai Cafe

If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

Owner	<u>Tou Syrapannho</u>	<u>176 Talcott Street RI,</u>	<u>(401)536-7106</u>
Owner	<u>Raymond Mumford</u>	<u>4 Michael Road MA,02368</u>	<u>(401)486-8514</u>

Describe Operation of Business: Pizza & wings restaurant.

Required to fill requested  
Hours of Operation:

MONDAY - SUNDAY 6:00 A.M. - 1:00 A.M.

Signature of Applicant: 

Title: Owner

**APPLIES TO BUSINESS ESTABLISHMENTS ONLY:**

**In Case of Emergency/Person to Contact**

Name: Sammy Swiatlowski

Address: 11 Nursery Ave, Woonsocket RI 02895

Telephone: 401-864-0656

Name:

Address:

Telephone:

Police Chief: X

**For Official Use Only**

Fire Chief: 

Building Official: SIGNATURE NOT REQUIRED

Owner of Premises: X

RI Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on \_\_\_\_\_ the above stated application was

( ) Approved

( ) Denied

License# \_\_\_\_\_

Date Issued: \_\_\_\_\_

SMITHFIELD POLICE DEPARTMENT  
215 Pleasant View Avenue, Smithfield, RI 02917  
(401-231-2500)

NO Criminal  
Record

**POLICE CLEARANCE REPORT FOR  
LICENSE APPLICATION**

DATE: 3/9/23

1. NAME OF CANDIDATE: (PRINT)

Swiatlowski

Sammy

LAST

FIRST

MIDDLE

Syripanno

MAIDEN NAME

10/9/64

Laos

2. DATE OF BIRTH

11 Nursery Ave. Woonsocket RI 02895

3. PLACE OF BIRTH

Douglas Eatery, LLC

4. CURRENT ADDRESS

Restaurant

5. NAME OF BUSINESS

55 Douglas Pike, Smithfield RI 02917

6. TYPE OF BUSINESS

No

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

N/A

401.349.0750  
9. BUSINESS PHONE

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
April 2022	Currently	11 Nursery Ave.	Woonsocket, RI
<u>Oct 2019</u>	<u>April 2022</u>	220 Highland Corp Dr. #106	Cumberland, RI
<u>June 2017</u>	<u>Oct 2019</u>	176 Talcott St	Woonsocket, RI

12. Have you ever been arrested or detained by any police agency? X  
YES NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

- |                   |                                     |              |
|-------------------|-------------------------------------|--------------|
| 1. John Mendonsa  | 11 Palm Blvd N, Warwick RI 029888   | 401-644-5589 |
| NAME              | ADDRESS                             | PHONE        |
| 2. Addy Syripanno | 121 Joffre Ave. Woonsocket RI 02895 | 401-644-2345 |
| NAME              | ADDRESS                             | PHONE        |

CANDIDATE'S SIGNATURE:

Witness:

**TOWN OF SMITHFIELD  
INTOXICATING BEVERAGE STOCK TRANSFER**

NOTICE IS HEREBY GIVEN, by the Smithfield Town Council of Smithfield serving as the Smithfield Licensing Board, that an application for a License to sell intoxicating beverages under the provisions of Title 3, of the General Laws of R.I., 1956, and any amendments thereto has been made to said Council as follows:

**TRANSFER OF A CLASS B-VICTUALLER BEVERAGE LICENSE  
DUE TO A TRANSFER OF STOCK**

**Douglas Eatery, LLC d/b/a "Twin River Pizzeria, Crazy Wings, Thai Cafe", 55 Douglas Pike  
(approved for outdoor seating/bar service on 09/16/2014) in the Town of Smithfield  
TO: Douglas Eatery, LLC d/b/a "Twin River Pizzeria, Crazy Wings, Thai Cafe",  
(to include outdoor seating/bar service) same location.**

The above named application will be in order for a hearing of the Smithfield Town Council on April 18, 2023, at 7:00 p.m., Smithfield Town Hall, Council Chambers, 64 Farnum Pike at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight hours prior to the meeting.

By order of the Town Council: Lyn Antonuccio, MPA, CMC Acting Town Clerk



On Premise

CERTIFIED

Issued: 9/21/2022

Expires: 9/9/2025

ID#: 5825039

CHRISTOPHER R SEIDER  
1395 Atwood Ave Ste 208  
Johnston, RI 02912-0001

For service visit us online at [www.gettips.com](http://www.gettips.com)  
TIPS Trainer: Rae Desrosiers, 59028

P.O. Box 30, Pewaukee, WI 53072



A 360 TRAINING COMPANY

Phone: 800-438-8477

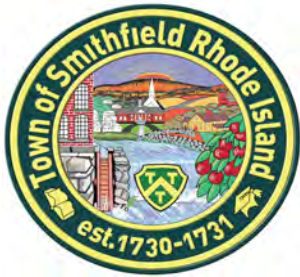
[www.gettips.com](http://www.gettips.com)

*This card was issued for successful completion of the TIPS program.*

Signature

P.O. Box 30, Pewaukee, WI 53072





# Memorandum

**DATE:** April 12, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual renewal of seven (7) Holiday Sales Licenses for the April 18<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

The businesses listed below have filed their applications for renewal.

## **TOWN REVENUE:**

The cost to renew the Holiday Sales License is \$50.00 per year.

## **APPROVAL STATUS:**

Applications are complete for approval by the Town Council.

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of seven (7) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Bath & Body Works, LLC d/b/a “Bath & Body Works #4713”, 371 Putnam Pike
2. BG Retail, LLC d/b/a “Famous Footwear #36387”, 371 Putnam Pike
3. Cellco Partnership d/b/a “Verizon Wireless #161132”, 371 Putnam Pike
4. Dollar Tree Stores, Inc. d/b/a “Dollar Tree #4432”, 446 Putnam Pike
5. Michael’s Stores, Inc. d/b/a “Michael’s Arts & Crafts #2703”, 371 Putnam Pike
6. Quicket’s, Inc. d/b/a “Quicket’s”, 285 George Washington Highway
7. Yankee Candle Company, Inc. d/b/a “Yankee Candle Company”, 371 Putnam Pike, Unit 550



# Memorandum

**DATE:** April 12, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual Renewal of one (1) Massage Establishment License for the April 18<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

The business listed below has filed their application for renewal.

## **TOWN REVENUE:**

The cost to renew the Massage Establishment License is \$100.00 per year.

## **APPROVAL STATUS:**

All paperwork is complete for Town Council approval.

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of one (1) Massage Establishment License, as applied, subject to compliance with all State regulations and local ordinances:

1. Kimberly A. LaPierre d/b/a “Apple Valley Wellness Center”, 47 Cedar Swamp Road, Unit 18

**TOWN OF SMITHFIELD**  
**OFFICE OF THE TOWN CLERK**  
**LICENSE APPLICATION**

FEE: \$75.00

PLEASE COMPLETE APPLICATION AND  
RETURN WITH FEE TO THE OFFICE OF  
THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3 / 9 / 2023

Type of License: Massagist

License Application Status: Renewal

Name of Applicant: Kimberly L. Lovett A. LaPierre

Date of Birth: 1/24/1969

Resident Address: 1834 Snake Hill Rd. 24 Granby Street

Business Address: 47 Cedar Swamp Road, Unit 18  
Smithfield RI 02917

Map:

Lot:

Corporation Name:

Resident Telephone: (401) 568-6235

Business Telephone: (401) 556-9020

Operating Under  
Trade Name of: Kimberly L. Lovett

If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

Owner	<u>Kimberly A. Lovett</u> <u>A. LaPierre</u>	<u>1834 Snake Hill Rd RI, 02814</u> <u>24 Granby Street</u> <u>Chepachet, RI 02814</u>	<u>(401) 568-6235</u> <u>(401) 949-1554</u>
-------	----------------------------------------------	----------------------------------------------------------------------------------------------	------------------------------------------------

Describe Operation of Business:

Required to fill requested  
Hours of Operation:

Signature of Applicant: X Kimberly Lovett

Title: X owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Douglas Lovett

Address: 1834 Snake Hill Rd., Chepachet, RI 02814

Telephone: (401) 568-6235

Name: Sally & John LaPierre

Address: 24 Granby St., Chepachet, RI 02814

Telephone: (401) 949-1554

Police Chief: \_\_\_\_\_

Fire Chief: \_\_\_\_\_

Building Official: \_\_\_\_\_

Owner of Premises: \_\_\_\_\_

RI Dept. of Health: \_\_\_\_\_

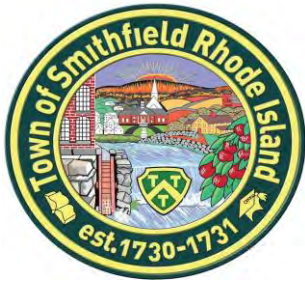
At a meeting of the Smithfield Town Council, held on 4/18/23

the above stated application was

( ) Approved ( ) Denied

License# \_\_\_\_\_

Date Issued: \_\_\_\_\_



# Memorandum

**DATE:** April 12, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual Renewal of three (3) Massage Therapy Licenses for the April 18<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

The businesses listed below have filed their applications for renewal.

## **TOWN REVENUE:**

The cost to renew the Massage Therapy License is \$75.00 per year.

## **APPROVAL STATUS:**

All paperwork is complete for Town Council approval

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of three (3) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Kimberly LaPierre working at “Apple Valley Wellness Center
2. Robin Tanguay working at “Radiance MFR”, 6 Battey Drive
3. William M. Bradley working at “Body Grateful Day Spa”, 10A Cedar Swamp Road

**TOWN OF SMITHFIELD**  
**OFFICE OF THE TOWN CLERK**  
**LICENSE APPLICATION**

FEE: \$75.00

PLEASE COMPLETE APPLICATION AND  
RETURN WITH FEE TO THE OFFICE OF  
THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3/9/2023

Type of License: Massagist

License Application Status: Renewal

Name of Applicant: Kimberly L. Lovett A. LaPierre

Date of Birth: 1/24/1969

Resident Address: 1834 Snake Hill Rd. 24 Granby Street  
Chepachet RI 02814

Business Address: 47 Cedar Swamp Road, Unit 18  
Smithfield RI 02917

Map:  
Lot:

Corporation Name:  
Operating Under  
Trade Name of: Kimberly L. Lovett

Resident  
Telephone: (401) 568-6235  
(401) 949-1554

Business  
Telephone: (401) 556-9020

If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

Owner	<u>Kimberly A. Lovett</u> <u>A. LaPierre</u>	<u>1834 Snake Hill Rd RI, 02814</u> <u>24 Granby Street</u> <u>Chepachet, RI 02814</u>	<u>(401) 568-6235</u> <u>(401) 949-1554</u>
-------	----------------------------------------------	----------------------------------------------------------------------------------------------	------------------------------------------------

Describe Operation of Business:

Required to fill requested  
Hours of Operation:

Signature of Applicant: X Kimberly Lovett

Title: X owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Douglas Lovett

Address: 1834 Snake Hill Rd., Chepachet, RI 02814

Telephone: (401) 568-6235

Name: Sally & John LaPierre

Address: 24 Granby St., Chepachet, RI 02814

Telephone: (401) 949-1554

Police Chief: \_\_\_\_\_

Fire Chief: \_\_\_\_\_

Building Official: \_\_\_\_\_

Owner of Premises: \_\_\_\_\_

RI Dept. of Health: \_\_\_\_\_

At a meeting of the Smithfield Town Council, held on 4/18/23

the above stated application was

( ) Approved ( ) Denied

License# \_\_\_\_\_

Date Issued: \_\_\_\_\_

**TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION**

FEE: \$75.00

PLEASE COMPLETE APPLICATION AND  
RETURN WITH FEE TO THE OFFICE OF  
THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3 / 9 / 2023

Type of License: Massageist

License Application Status: Renewal

Name of Applicant: Robin Tanguay

Date of Birth: 8/27/1968

Resident Address: 6 Battey Dr.  
Smithfield RI 02828

Business Address: 6 Battey Dr.  
Smithfield RI 02828 Map: \_\_\_\_\_  
Lot: \_\_\_\_\_

Corporation Name: Robin Tanguay

Resident Telephone: (401) 391-1189

Business Telephone: (401) 391-1189

Operating Under

Trade Name of: Radiance MFR

If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

Describe Operation of Business:

Required to fill requested  
Hours of Operation:

Signature of Applicant: x Robin Tanguay

Title: x owner LMT (MT02299)

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Amy Iacofano

Address: 8 Battey Dr., Greenville, RI 02828

Telephone: (401) 617-0875

Name: Nicholas Iacofano

Address: 10 Battey Dr., Greenville, RI 02828

Telephone: (401) 206-2914

For Official Use Only

Police Chief: \_\_\_\_\_

Fire Chief: \_\_\_\_\_

Building Official: \_\_\_\_\_

Owner of Premises: \_\_\_\_\_

RI Dept. of Health: \_\_\_\_\_

At a meeting of the Smithfield Town Council, held on 04/18/23 the above stated application was

( ) Approved

( ) Denied

License# 13

Date Issued: \_\_\_\_\_

OK  
mg  
3/3/23



**TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION**

FEE: \$75.00

PLEASE COMPLETE APPLICATION AND  
RETURN WITH FEE TO THE OFFICE OF  
THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3 / 9 / 2023

Type of License: Massageist

License Application Status: Renewal

Name of Applicant: William M. Bradley

Date of Birth: 11/19/1954

Resident Address: 47 Wentworth Ave.  
Warwick RI 02889

Business Address: 10A Cedar Swamp Rd.  
Smithfield RI 02917

Map:  
Lot:

Corporation Name:

Resident  
Telephone: (860) 680-0702

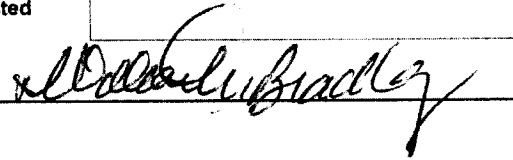
Business  
Telephone: (401) 757-0337

Operating Under  
Trade Name of: William M. Bradley

If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

Describe Operation of Business:

Required to fill requested  
Hours of Operation:

Signature of Applicant: 

Title: Massage Therapist

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Police Chief: \_\_\_\_\_

Fire Chief: \_\_\_\_\_

Building Official: \_\_\_\_\_

Owner of Premises: \_\_\_\_\_

RI Dept. of Health: \_\_\_\_\_

At a meeting of the Smithfield Town Council, held on 4/18/23

the above stated application was

( ) Approved ( ) Denied

License# 9

Date Issued: \_\_\_\_\_





# Memorandum

**DATE:** April 12, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual Renewal of one (1) Peddler's License for the April 18<sup>th</sup> Town Council Meeting.

---

## **BACKGROUND:**

The business listed below has filed their application for renewal. As required, a background check has been conducted on the owner of the business, and background checks on all drivers will be done as they are hired.

## **TOWN REVENUE:**

The cost to renew the Peddler's License is \$100.00 per year.

## **APPROVAL STATUS:**

All paperwork is complete for Town Council approval.

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of one (1) Peddler's License, as applied, subject to compliance with all State regulations and local ordinances.

1. A & W of Rhode Island, Inc. d/b/a "A & W", to sell Christmas Trees, plants and flowers, 460 Putnam Pike

TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: \$100.00

PLEASE COMPLETE APPLICATION AND  
RETURN WITH FEE TO THE OFFICE OF  
THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3/21/2023

Type of License: Peddlers

License Application Status: Renewal

Name of Applicant: Stephanie Mosca

Date of Birth: 5/31/1965

Resident Address: 36 Capron Rd  
Smithfield RI 02917

Business Address: 460 Putnam Pike  
Smithfield RI 02828 Map: 34  
Lot: 37

Corporation Name: A & W of Rhode Island, Inc.

Resident Telephone: (401) 639-0821 Business Telephone: (401) 949-9892

Operating Under  
Trade Name of: A & W

If incorporated, fill in necessary information: State, Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Tres.)

President/Sec./VP/Treasur Stephanie Mosca 36 Capron Rd, RI 02917 (401) 639-0821

Describe Operation of Business:

Required to fill requested  
Hours of Operation: MONDAY - SUNDAY 6:00 A.M. - 1:00 A.M.

Signature of Applicant: K Mosca Title: President

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Pennie Nero Address: 36 Capron Road, Smithfield, RI 02917 Telephone: (401) 639-7188

Name: Andy Mosca Address: 50 Sprague Circle, Johnston, RI 02919 Telephone: (401) 345-0872

For Official Use Only

Police Chief: [Signature]

Fire Chief: \_\_\_\_\_

Building Official: [Signature]

Owner of Premises: \_\_\_\_\_

RI Dept. of Health: \_\_\_\_\_

At a meeting of the Smithfield Town Council, held on 4/18/23 the above stated application was

( ) Approved ( ) Denied

License# \_\_\_\_\_

Date Issued: \_\_\_\_\_

SMITHFIELD POLICE DEPARTMENT  
215 Pleasant View Avenue, Smithfield, RI 02917  
(401-231-2500)

NO Criminal  
Record

**POLICE CLEARANCE REPORT FOR  
LICENSE APPLICATION**

DATE: 4.1.23

1. NAME OF CANDIDATE: (PRINT)

Mosca Stephanie \_\_\_\_\_  
LAST FIRST MIDDLE

MAIDEN NAME

2. DATE OF BIRTH

4. CURRENT ADDRESS

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

5. NAME OF BUSINESS

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

9. BUSINESS PHONE

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>3/18</u>	<u>present</u>	<u>36 Capron Rd</u>	<u>Smithfield RI</u>
<u>1/190</u>	<u>3/18</u>	<u>50 Sprague</u>	<u>Johnston RI</u>
<u>5/65</u>	<u>1/190</u>	<u>36 Capron Rd</u>	<u>Smithfield RI</u>

12. Have you ever been arrested or detained by any police agency? \_\_\_\_\_ YES ☒ NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

1. <u>Donna Jeffrey</u>	<u>7 Albert Drive Johnston</u>	<u>641 4418</u>
NAME	ADDRESS	PHONE
2. <u>Madonna Cardillo</u>	<u>Valente &amp; Cranston</u>	<u>252 0678</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE: \_\_\_\_\_

Witness: \_\_\_\_\_



State of Rhode Island  
Division of Taxation  
One Capitol Hill  
Providence, RI 02908-5800



Phone: (401) 574-8955  
TTY Via 711  
Fax: (401) 574-8914  
Email: Tax.Excise@tax.ri.gov

A & W OF RHODE ISLAND INC  
36 CAPRON RD  
SMITHFIELD, RI 02917-7107

State of Rhode Island  
DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2022 to 06/30/2023



ID: 2-0324-6631

ISSUED TO:  
A & W OF RHODE ISLAND INC  
460 PUTNAM PIKE  
SMITHFIELD, RI 02828-3007

This permit, which authorizes the holder to collect the sales/use tax, is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated. When the holder of this permit ceases to conduct the business for which it is issued at the place named, the permit must be returned to the Tax Administrator for cancellation. The ID number, which appears in the upper left-hand corner of this permit is your license number for this place of business. Do not use this number to file returns. Every holder of a Retail Sales Permit issued pursuant to R.I. Gen. Laws § 44-19-1 shall keep complete and accurate records of every sales transaction. These records shall be made available for examination, inspection, and copying by agents of the Division of Taxation as required by R.I. Gen. Laws § 44-19-27 and 280-RICR-20-70-12. The failure to maintain or produce required records can result in the estimated determination of sales tax liabilities based on the best available information, the imposition of penalties and interest, and the revocation of this permit.

THIS PERMIT MUST AT ALL  
TIMES BE PROMINENTLY  
DISPLAYED AT THE LOCATION  
FOR WHICH IT IS ISSUED.

NEENA S. SAVAGE  
TAX ADMINISTRATOR



DATE ISSUED: 06/21/2022



## SMITHFIELD POLICE DEPARTMENT INTER-DEPARTMENTAL MEMO

**DATE:** Monday, April 03, 2023  
**TO:** Town Manager Randy R. Rossi  
**FROM:** Chief Richard P. St.Sauveur, Jr.  
**SUBJECT:** Wi-Fi Flash Upgrade

Town Manager Rossi,

The purpose of this correspondence is to inform you and the Smithfield Town Council that the police department will be requesting the Council, at the April 18<sup>th</sup>, 2023, Town Council Meeting, to purchase a Wi-Fi flash upgrade for our 800 MHz portable radios.

Approximately one year ago, the police department transitioned from a VHF system to the 800 MHz system. At that time, we anticipated that this transition would result in reduced signal strength inside of many buildings in town. The police department has had sufficient time to assess this reduction in signal strength and would now like to take an initial step in correcting this deficiency by equipping all of our 800 MHz portable radios with a Wi-Fi flash upgrade. This upgrade will allow our portable radios to automatically switch to a building's Wi-Fi network when the portable radio's signal strength becomes too weak.

Attached is a quote from Motorola Solutions, in the amount of \$12,483, to provide our portable radios with the aforementioned upgrade. This is a NASPO contract price, which requires no other bid. This upgrade will be paid for with funds available in the Bryant Capital Contributions Fund.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard P. St.Sauveur, Jr.", written over a white background.

Richard P. St.Sauveur, Jr.  
Police Chief

**AGENDA ITEM:**

Consider, discuss, and act upon a request from the Police Department to purchase a Wi-Fi flash upgrade for its 800 MHz portable radios through the NASPO contract in the amount of \$12,483 with funds available in the Bryant Capital Contributions Fund.

**MOTION:**

**Moved,** that the Smithfield Town Council authorizes the Police Department to purchase a Wi-Fi flash upgrade for its 800 MHz portable radios through the NASPO contract in the amount of \$12,483 with funds available in the Bryant Capital Contributions Fund.





## SMITHFIELD POLICE DEPARTMENT INTER-DEPARTMENTAL MEMO

**DATE:** Monday, April 03, 2023  
**TO:** Town Manager Randy R. Rossi  
**FROM:** Chief Richard P. St.Sauveur, Jr.  
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Approximately one year ago, the police department transitioned from a VHF system to the 800 MHz system. At that time, we anticipated that this transition would result in reduced signal strength inside of many buildings in town. The police department has had sufficient time to assess this reduction in signal strength and would now like to take an initial step in correcting this deficiency by equipping all of our 800 MHz portable radios with a Wi-Fi flash upgrade. This upgrade will allow our portable radios to automatically switch to a building's Wi-Fi network when the portable radio's signal strength becomes too weak.

Attached is a quote from Motorola Solutions, in the amount of \$12,483, to provide our portable radios with the aforementioned upgrade. This is a NASPO contract price, which requires no other bid. This upgrade will be paid for with funds available in the Bryant Capital Contributions Fund.

Respectfully,

A handwritten signature in black ink, appearing to read 'Richard P. St.Sauveur, Jr.'.

Richard P. St.Sauveur, Jr.  
Police Chief

### **AGENDA ITEM:**

Consider, discuss, and act upon a request from the Police Department to purchase a Wi-Fi flash upgrade for its 800 MHz portable radios through the NASPO contract in the amount of \$12,483 *with* funds available in the Bryant Capital Contributions Fund.

### **MOTION:**

**Moved,** that the Smithfield Town Council authorizes the Police Department to purchase a Wi-Fi flash upgrade for its 800 MHz portable radios through the NASPO contract in the amount of \$12,483 with funds available in the Bryant Capital Contributions Fund.



**Billing Address:**  
SMITHFIELD POLICE DEPT, TOWN OF  
215 PLEASANT VIEW AVE  
SMITHFIELD RI, 02917

**Customer:** SMITHFIELD POLICE DEPT, TOWN OF  
**Contact Name:** Gary McDole  
**Contact Email:** gmcdoles@smithfieldpd.com

**Quote Date:** 2023-02-01  
**Expiration Date:** 2023-05-01  
**Contract Name:** 19860 - NASPO

Customer: SMITHFIELD POLICE DEPT, TOWN OF  
Contact Name: Gary McDole  
Contact Email: gmcdolesmithfieldpd.com  
Currency: USD

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
	FLASHport Series									
1	T8553A	DIGITAL SMARTZONE.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0430
1a	QA07682AB	ADD: SMARTCONNECT.	45	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0430
1b	QA09001AC	ENH: WI-FI CAPABILITY FLP.	45	\$380.00	\$17,100.00	27.00%	\$102.60	\$277.40	\$12,483.00	0430
1c	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY.	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0430
									Net Total	\$12,483.00
									Estimated Tax	\$0.00
									Estimated Freight	\$0.00
									Grand Total	\$12,483.00





**TOWN OF SMITHFIELD  
SMITHFIELD SCHOOL DEPARTMENT**

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**INTEROFFICE MEMORANDUM**

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**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR CONSTRUCTION SERVICES FOR THE BOYLE ATHLETIC COMPLEX

**DATE:** APRIL 12, 2023

**CC:** RANDY R. ROSSI, TOWN MANAGER  
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT  
ARIANA SPICOLA, DIRECTOR OF FINANCIAL OPERATIONS  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

---

**BACKGROUND:**

The School Department's Owner's Project Manager (OPM) RGB Architects in coordination with the members of the Boyle Building Committee at the April 6, 2023 meeting recommend advertising the Request for Proposal (RFP) for construction services at the Boyle Athletic Complex.

As a result the Boyle Building Committee in conjunction with RGB Architects request approval from the Town Council to advertise this RFP for construction services for construction of the Boyle Athletic Field Complex at Smithfield High School.

**FINANCIAL IMPACT:**

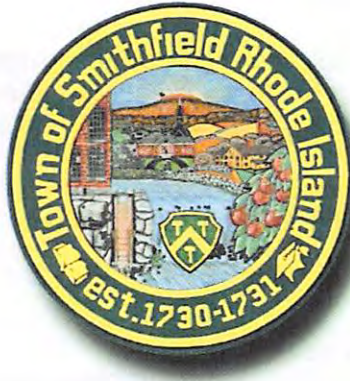
The Smithfield School Department and the Town will fund this purchase.

**ATTACHMENTS:**

Copy of the RFP and Contract documents from RGB Architects.

**MOVED:**

The Smithfield Town Council hereby authorizes the Smithfield School Department to advertise the Request for Proposal (RFP) for construction services the Boyle Athletic Complex at Smithfield High School subject to review and approval by the Solicitor.



## **SMITHFIELD SCHOOL DEPARTMENT**

49 Farnum Pike  
Smithfield, RI 02917

### **Request For Proposals/Bids**

#### **Construction Services**

#### **RENOVATIONS AND NEW CONSTRUCTION TO THE BOYLE ATHLETIC FIELD COMPLEX**

Bid Packages for Construction Services will be received by the Purchasing Agent at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island on or before 11:30 a.m., May 11, 2023.

This Request for Proposals/Bids (RFP) may be obtained from the following websites:

BidNet Direct; <https://www.bidnetdirect.com/rhode-island/smithfieldri>

Beacon Purchasing: <https://www.beaconbid.com/agency>

RI Division of Purchases: <https://purchasing.ri.gov/rivip/externalposting/loginexternalbidding.aspx>

Town of Smithfield website, Purchasing and Bids page located at the following link: <https://www.smithfieldri.com/bids/>

#### **General Solicitation Schedule**

RFP Released:

April 19, 2023

Mandatory Walkthrough/Tour

April 27, 2023 @ 2:30 am

Proposer Questions and Clarifications submissions by:

May 01, 2023 @ 4:00 pm

Bid Packages Due:

May 11, 2023 @ 11:30 am

Anticipated Consultant Engagement:

June 1, 2023

## **SUPPLEMENTAL INSTRUCTIONS TO SUBMITTERS**

### **1. Receipt of Qualifications Packages**

Qualifications packages must be enclosed in an opaque envelope addressed to the Town of Smithfield, 64 Farnum Pike, Smithfield, Rhode Island, 02917 Attn: Carlos Santos, Purchasing Agent, bearing the name and address of the Submitter. The Town of Smithfield and Smithfield School Department reserve the right to reject any/all qualifications packages, waive any informalities in the received packages and to accept Qualification Packages, deemed most favorable to the interest of the Smithfield School Department.

### **2. Sealed Package Labeled**

Labels shall be clearly marked as follows:

**SMITHFIELD HIGH SCHOOL – BOLYE FIELD COMPLEX IMPROVEMENTS**

### **3. Questions**

All questions should be submitted to the Purchasing Agent by email to: [csantos@smithfieldri.com](mailto:csantos@smithfieldri.com) no later than May 1, 2023, 4:00pm. Questions received after the deadline will not be reviewed or answered. All information given by the Town of Smithfield, except by written addenda, shall be informal and shall not be binding upon the Town of Smithfield nor shall it furnish a basis for legal action by any Submitter or prospective Submitter against the Town of Smithfield.

### **4. Submission of Bids**

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

- a. Smithfield School Department, also referenced in the RFP as the "District", assumes no responsibility for submissions not received at the correct address or time. Late or misdelivered submissions will not be considered.
- b. The District will decide when the specified time has arrived to virtually open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

#### 5. Prices

- a. Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

#### 6. Rhode Island Sales Tax

- a. The Regional District is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of State of Rhode Island, 44-18-30 (1), as amended.

#### 7. Federal Excise Taxes

- a. The District is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

#### 8. Equal Employment Opportunity Policy Statement

- a. For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Smithfield School Department pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.
- b. The Smithfield School Department is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The Smithfield School Department shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

#### 9. Schools Right to Reject

- a. The Smithfield School Department reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the District.

#### 10. Labor Regulations

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to Executive Order No. 11246.

- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246

#### 11. Payment

- a. Payment terms shall be set forth in the AIA Document A101 – 2017 Standard Form of Agreement Between Owner and General Contractor – Stipulated Sum and AIA Document A201 – 2017 General Conditions.

### PROJECT INTENT

#### **Athletic Field Complex**

The proposed project involves demolition of the existing athletic field and track events and the construction of a new track, synthetic turf athletic field, jumping events, and throwing events at Smithfield High School located at 90 Pleasant View Avenue. The parcels are identified in the Town of Smithfield Assessor's Database as Map 11, Lots 5, 6, and 7 and Map 12, Lot 1. The project also includes a new concession stand and plaza area, sidewalks, fencing, bleachers, and a new stormwater management system. All work shall be in accordance with Rhode Island State Building Code, accessibility codes, and other applicable standards.

Structure for Concession and Restrooms, including associated infrastructure, accessories and sitework, as an alternate.



## SECTION 001116 – INVITATION TO BID

Notice is hereby given that, the Smithfield Public Schools, 49 Farnum Pike, Smithfield, Rhode Island 02917 hereinafter called the "OWNER" is requesting General Contractors to submit a Lump Sum Price for the **"Smithfield High School – Boyle Athletic Field Complex Improvements"**, located at 90 Pleasant View Avenue, Smithfield, Rhode Island 02917.

Bidders are invited to submit separate sealed BIDS to the Owner per Instructions to Bidders and Supplementary Instructions to Bidders. Bids shall be submitted in duplicate. The sealed proposals shall be delivered before **11:30 AM local time, May 11, 2023** to Carlos Santos, Purchasing Agent, Town of Smithfield, 64 Farnum Pike, Smithfield, Rhode Island 02917. Proposals received after the above time will not be accepted. Bids will be publicly opened.

The CONTRACT DOCUMENTS may be downloaded on or after **April 19, 2023** at no charge at [www.rowsearchitects.com](http://www.rowsearchitects.com) by clicking on bid opportunities or at [www.questcdn.com](http://www.questcdn.com) under Login using **QuestCDN#8134151**. Contact Quest CDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration and downloading this digital project information. Contractors may also download the Contract Documents (drawings and specifications in "pdf" format for their use) by accessing the Smithfield Public School website at <https://www.smithfield-ps.org/page/construction-update>. Printing of the Contract Documents shall be at the Contractor's expense.

A certified check or Bid Bond, payable to the Owner in the amount of Five Percent (5%) of the contract bid amount, **MUST** be furnished by each General Contractor in accordance with the provisions included in the Instructions to Bidders.

A Performance Bond of One Hundred Percent (100%) of the contract price and a Labor and Material Bond of One Hundred Percent (100%) of the contract price with a satisfactory surety company will be required of the successful Bidder.

All questions should be submitted to the Purchasing Agent by email to:  
[csantos@smithfieldri.com](mailto:csantos@smithfieldri.com)

All questions shall be submitted no later than May 1, 2023 @ 4:00pm.

A **MANDATORY** Pre-Bid meeting will be held starting at the Smithfield High School, **90 Pleasant View Avenue, Smithfield, RI 02917 on April 27, 2023, starting at 2:30 PM**. The meeting shall also include touring the Smithfield High School facility as part of this conference.

A Certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation, and a payment and performance bond, each in the amount of 100% of the project will be required of the successful bidder.

The Town of Smithfield, Rhode Island is exempt from payment of the Rhode Island Sales Tax under the 1956 General laws of the State of Rhode Island, 44-18-30 Paragraph I, as amended. The Town of Smithfield is exempt from payment of Federal Excise Taxes. The bid must be exclusive of taxes and will be so construed. Exemption certificates will be provided to the successful General Contractor and their sub-trade contractors.

The payment of Davis Bacon Requirements or Prevailing Wages is required on this project. Bidder's attention is called to the provisions for equal employment opportunity.

The Smithfield School Department, Smithfield Rhode Island reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.



**TOWN OF SMITHFIELD  
SMITHFIELD SCHOOL DEPARTMENT**

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**INTEROFFICE MEMORANDUM**

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**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** ADVERTISING CONSTRUCTION SERVICES FOR THE ROOFTOP HVAC REPLACEMENT UNITS AND IMPROVEMENTS

**DATE:** AUGUST 31, 2022

**CC:** RANDY R. ROSSI, TOWN MANAGER  
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT  
ARIANA SPICOLA, DIRECTOR OF FINANCIAL OPERATIONS  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

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**BACKGROUND:**

The School Department's Owner's Project Manager (OPM) RGB Architects in coordination with the members of the Boyle Building Committee at the April 6, 2023 meeting recommend advertising the Request for Proposal (RFP) for construction services for rooftop HVAC units and two (2) auditorium air cooled condensers and duct coils.

As a result the Boyle Building Committee in conjunction with RGB Architects request approval from the Town Council to advertise this RFP for replacement rooftop HVAC units subject to review and approval by the Town Solicitor.

**FINANCIAL IMPACT:**

The Smithfield School Department will fund this purchase.

**ATTACHMENTS:**

Copy of the proposal and contract from RGB Architects.

**MOVED:**

The Smithfield Town Council hereby authorizes the Smithfield School Department to advertise this RFP for replacement rooftop HVAC units subject to review and approval by the Town Solicitor.





## **SMITHFIELD SCHOOL DEPARTMENT**

49 Farnum Pike  
Smithfield, RI 02917

Request For Proposal/Bids

### **Construction Services**

#### **ROOFTOP UNITS REPLACEMENT AT MIDDLE AND HIGH SCHOOL**

Separate sealed bids will be received by the Smithfield School Department for Construction Services on or before **2:00 p.m. on Day, May 11, 2023**, at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island. **At that time, bids will be opened and read in public.**

This RFP may be obtained on the Town of Smithfield District website Town of Smithfield website: [https:// www.smithfieldri.com/bids/](https://www.smithfieldri.com/bids/) and at the following links:

BidNet Direct; <https://www.bidnetdirect.com/rhode-island/smithfieldri>

Beacon Purchasing: <https://www.beaconbid.com/agency>

RI Division of Purchases: <https://purchasing.ri.gov/rivip/externalposting/loginexternalbidding.aspx>

#### **General Bid Schedule**

RFP Released	April 19, 2023
Mandatory Pre-Bid meeting	April 27, 2023 3:30pm
Bidder Questions and Clarifications Ends	May 1, 2023 4:00pm
Bids Due	May 11, 2023 2:00 pm
Bid Opening	May 11, 2023 11:00 am

All bids must be submitted on the bid form provided, **(3) three copies**, and clearly marked.

## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

### 1. Receipt and Opening of Proposal

Bids must be enclosed in an opaque envelope addressed the Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island, Attn: **Carlos Santos, Purchasing Agent**, bearing the name and address of the bidder. The Smithfield School District reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Smithfield School District.

Sealed Bid Labeled:

### ARCHITECTURAL SERVICE CONTRACT – ROOFTOP UNITS REPLACEMENT AT

All questions should be submitted to the Purchasing Agent by email to: [csantos@smithfieldri.com](mailto:csantos@smithfieldri.com).

### 2. Submission of Bids

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

- a. Smithfield School Department, also referenced in the RFP as the "District", assumes no responsibility for submissions not received at the correct address or time. Late or misdelivered submissions will not be considered.
- b. The District will decide when the specified time has arrived to virtually open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

### 4. Prices

- a. Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

## 5. Rhode Island Sales Tax

- a. The Regional District is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of State of Rhode Island, 44-18-30 (1), as amended.

## 6. Federal Excise Taxes

- a. The District is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

## 7. Equal Employment Opportunity Policy Statement

- a. For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Smithfield School Department pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.
- b. The Smithfield School Department is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The Smithfield School Department shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

## 8. Schools Right to Reject

- a. The Smithfield School Department reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the District.

## 9. Labor Regulations

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246

## 10. Payment

- a. Payment terms shall be set forth in the AIA Document A101 – 2017 Standard Form of Agreement Between Owner and General Contractor – Stipulated Sum and AIA Document A201 – 2017 General Conditions.

## **GENERAL PROJECT INTENT**

The proposed upgrade consists of replacing eleven (10) packaged rooftop units and two air cooled condensers and duct coils. The roof top units are serving classrooms and office spaces. The two air cooled condensers are serving the auditorium. The existing HVAC equipment were installed in 2002 and are 20 years old. The life expectancy of the equipment is 15-20 years. All the equipment has reached their life expectancy.

The new roof top units will be replaced with same size and type of units. The unit size ranges from 3-tons to 15-tons. Sound attenuation will be provided by insulated the interior of the roof top unit curb and installation of new vibration isolation curb adapters. The gas heat on the roof top unit will not be utilized. The existing heating hot water duct coils will be utilized for the source of heat. New controllers and thermostat shall be installed. Roof top unit(s) with hot gas reheat for a dehumidification cycle. The new units shall be capable of removing moisture in the air during normal humid days down to 60% relative humidity.

Existing roof mounted condensing unit, refrigerant piping, and duct coil shall be removed and disposed of. Existing structural support shall remain in place and re-used. New supplemental may need to be added and shall be designed and specified by the design team. New vibration isolators shall be installed at each unit. Provide and install new condenser, refrigerant piping, and ductwork. Existing ceilings shall be taken down temporary to remove and install equipment and re-installed once work is complete. The existing controller and thermostat shall be replaced with new. New condenser, piping and duct coil shall be 30 tons each typical to Trane RAUC.

The successful bidder under this contract will assume full responsibility and costs involved in the hiring of any and all subcontractors necessary to the full completion of the work involved.



## SECTION 001116 – INVITATION TO BID

Notice is hereby given that, the Smithfield Public Schools, 49 Farnum Pike, Smithfield, Rhode Island 02917 hereinafter called the "OWNER" is requesting General Contractors to submit a Lump Sum Price for the **"Smithfield High School – Mechanical Rooftop Replacement"**, located at 90 Pleasant View Avenue, Smithfield, Rhode Island 02917.

Bidders are invited to submit separate sealed BIDS to the Owner per Instructions to Bidders and Supplementary Instructions to Bidders. Bids shall be submitted in duplicate. The sealed proposals shall be delivered before **11:00 AM local time, May 11, 2023** to Carlos Santos, Purchasing Agent, Town of Smithfield, 64 Farnum Pike, Smithfield, Rhode Island 02917. Proposals received after the above time will not be accepted. Bids will be publicly opened.

The CONTRACT DOCUMENTS may be downloaded on or after **April 19, 2023** at no charge at [www.rowsearchitects.com](http://www.rowsearchitects.com) by clicking on bid opportunities or at [www.questcdn.com](http://www.questcdn.com) under Login using **QuestCDN#8134151**. Contact Quest CDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration and downloading this digital project information. Contractors may also download the Contract Documents (drawings and specifications in "pdf" format for their use) by accessing the Smithfield Public School website at <https://www.smithfield-ps.org/page/construction-update>. Printing of the Contract Documents shall be at the Contractor's expense.

Proposals received after the above time will not be accepted. Bids will be publicly opened.

A certified check or Bid Bond, payable to the Owner in the amount of Five Percent (5%) of the contract bid amount, **MUST** be furnished by each General Contractor in accordance with the provisions included in the Instructions to Bidders.

A Performance Bond of One Hundred Percent (100%) of the contract price and a Labor and Material Bond of One Hundred Percent (100%) of the contract price with a satisfactory surety company will be required of the successful Bidder.

All questions should be submitted to the Purchasing Agent by email to:  
[csantos@smithfieldri.com](mailto:csantos@smithfieldri.com)

All questions shall be submitted no later than May 1, 2023 @ 4:00pm.

A **MANDATORY** Pre-Bid meeting will be held starting at the Smithfield High School, **90 Pleasant View Avenue, Smithfield, RI 02917 on April 19, 2023, starting at 3:30 PM.** The meeting shall also include touring the Smithfield High School facility as part of this conference.

A Certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation, and a payment and performance bond, each in the amount of 100% of the project will be required of the successful bidder.

The Town of Smithfield, Rhode Island is exempt from payment of the Rhode Island Sales Tax under the 1956 General laws of the State of Rhode Island, 44-18-30 Paragraph I, as amended. The Town of Smithfield is exempt from payment of Federal Excise Taxes. The bid must be exclusive of taxes and will be so construed. Exemption certificates will be provided to the successful General Contractor and their sub-trade contractors.

The payment of Davis Bacon Requirements or Prevailing Wages is required on this project. Bidder's attention is called to the provisions for equal employment opportunity.

The Smithfield School Department, Smithfield Rhode Island reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

"An Equal Employment Opportunity/Affirmative Action Employer"

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**INTEROFFICE MEMORANDUM**

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**TO:** RANDY ROSSI, TOWN MANAGER  
TOWN COUNCIL

**FROM:** ARIANA SPICOLA, DIRECTOR OF FINANCIAL OPERATIONS  
JASON GOVE, ATHLETIC DIRECTOR

**SUBJECT:** ATHLETIC TRAINER RFP

**DATE:** APRIL 12, 2023

**CC:** DAWN BARTZ, ED.D. , SUPERINTENDENT

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The School Department is requesting approval for the RFP for a Smithfield High School Athletic Trainer. This will be paid for by School Department local funds. Thank you.

**MOVED:** The Smithfield Town Council hereby authorizes the advertisement of a Request for Proposals for a Smithfield High School Athletic Trainer.



# THE SMITHFIELD SCHOOL DEPARTMENT

## REQUEST FOR PROPOSALS



RFP # 23411

SMITHFIELD HIGH SCHOOL ATHLETIC TRAINER

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THE SMITHFIELD SCHOOL DEPARTMENT SEEKS A DEDICATED ATC CERTIFIED ATHLETIC TRAINER WITH A PROVEN TRACK RECORD IN ATHLETIC TRAINING SERVICES WHO IS CONNECTED WITH AN ORGANIZATION TO PROVIDE A FULL RANGE OF SERVICES TO THE ATHLETES OF SMITHFIELD HIGH SCHOOL.

THE ATHLETIC TRAINER WOULD ASSIST THE ATHLETIC DEPARTMENT WORKING UNDER THE SUPERVISION OF THE ATHLETIC DIRECTOR, FOR APPROXIMATELY 25 HOURS PER WEEK, INCLUDING, BUT NOT LIMITED TO THE RESPONSIBILITIES LISTED BELOW.

SEALED STATEMENTS OF QUALIFICATION AND PRICING ARE DUE BY MAY 11, 2023, AT 10 AM IN THE OFFICE OF THE SUPERINTENDENT FOR THE SMITHFIELD SCHOOL DEPARTMENT, 49 FARNUM PIKE, SMITHFIELD, RI 02917. INFORMATION RECEIVED AFTER THIS TIME AND DATE WILL NOT BE ACCEPTED.

## **TERMS AND CONDITIONS**

- A. Bids will not be considered if prices are not firm and irrevocable.
- B. The prices quoted and conditions stated on this bid will be firm and final. Any correspondence or notations accompanying this bid, changing any prices or items, may subject the bid to being rejected at the sole discretion of the School Committee.
- C. Following the opening of bids, this bid cannot be withdrawn within sixty (60) calendar days from the acceptance thereof.
- D. All costs of delivery must be included in the bid quotation. The School Committee reserves the right to increase or decrease the quantities ordered, at the unit prices quoted, upon the evaluation of all bid proposals.
- E. When applicable, the bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, rules and regulations and lawful orders of all public authorities having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss - including wages of the crafts doing the work - shall prevail; and they will be deemed to be included in the contract, the same as though herein written out in full.
- F. Delivery point will be as follows: Smithfield Public Schools
- G. Term discounts will be taken into consideration when awarding contracts. The award of any and all bids is subject to available funding.
- H. The School Committee reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the bid deemed to be in the best interest of the Smithfield School Department.
- I. In awarding the contract, the School Committee will consider all aspects including, but not limited to quality, availability of product, references and cost.
- J. It is the vendor's responsibility to see that his proposal is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person at the Smithfield Public Schools for the premature opening of a proposal not properly addressed and identified as a bid.

- K. Any proposal received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Smithfield Public Schools that such non-arrival before the time set for opening was due solely to delay in the mails for which the vendor is not responsible.
- L. Telephonic, telegraphic or oral proposals, amendments or withdrawals will not be accepted.
- M. Proposals may be withdrawn personally or by written request at any time prior to the time specified for the opening. Negligence on the part of the vendor in preparing the proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened.
- N. The Smithfield Public Schools is tax exempt. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.
- O. Please supply at least three references, complete with name of contact and phone number from school departments that use your services.
- P. All questions regarding bid specifications shall be directed in writing five (5) days prior to the opening of bids, submitted to the Superintendent's Office.
- Q. The Smithfield Public Schools reserves the right to award a contract by item or in total.
- R. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by authorized Smithfield Public Schools official, upon completion of services.
- S. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice.
- T. The Smithfield Public Schools reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- U. By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

- V. Ownership of all data, material and documentation originated and prepared by the Offeror and successful Contractor for the Smithfield Public Schools pursuant to this solicitation and any resulting contract shall belong exclusively to the Smithfield Public Schools.
- W. The proposal shall be binding upon the Offeror for a minimum of 60 calendar days following the proposal opening date.
- X. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, the Smithfield Public Schools, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Smithfield Public Schools may have. Specifically, if through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Smithfield Public Schools shall thereupon have the right to terminate, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- Y. Either party reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon 60 days written notice to the other party.

**Credentials:**

The Smithfield School Department seeks an ATC Certified Athletic Trainer with a proven track record in athletic training to help create a safe environment for the athletes at Smithfield High School. Applicants must be able to communicate well with coaching staff, parents and athletes, and be professional at all times. Respondents should include detailed pricing for all services related to this proposal in either an hourly rate or per season cost (3 seasons – Fall, Winter, and Spring).

**Submittals:**

Statements of qualification and pricing are due by May 11, 2023, at 10 am in the office of the Superintendent for the Smithfield School Department, 49 Farnum Pike, Smithfield, RI 02917. Information received after this time and date will not be accepted.



## **SCOPE OF SERVICES:**

The Smithfield School Department seeks a dedicated ATC Certified Athletic Trainer with a proven track record in athletic training services who is connected with an organization to provide a full range of services to the athletes of Smithfield High School. The Athletic Trainer would assist the athletic department working under the supervision of the Athletic Director, for approximately 25 hours per week, including, but not limited to the responsibilities listed below.

### **The selected consultant will be required to perform the following responsibilities:**

- Pre-season injury assessments
- Priority orthopedic physician and PT appointments at a designated facility within 48 hours of injury
- IMPACT concussion testing for all contact athletes
- Immediate availability for free injury consults to provide direction of care, accessible to athletes year-round
- On-site functional movement screens for team members overseen by strength and conditioning specialist
- Off-season and in-season strength and conditioning program designed onsite
- Coverage of all home games, after school injury clinics, weekend events or any events deemed a priority by the Athletic Director
- Coordination with coaches on injury prevention strategies
- Development of effective warm-up and conditioning routines; advice on safe progression of workout/practice intensity
- On-field injury coverage
- On-site treatment of athletes with acute and chronic injuries
- Assessment of injuries pre and post-game
- Pre-game preparations
- Coordination of concussion testing, follow-up care, and return to play
- Coordination of care with orthopedic and family physicians
- EAP – emergency action planning for all athletic facilities
- Maintenance and recommendations on AED availability and long term planning

- Provide for on-site recognition, evaluation and immediate treatment of illnesses and injuries
- Provide athletic training services for all home athletic contests and practices and if needed, away contests
- Advise in the selection, fit, function and maintenance of athletic equipment
- Act as liaison between family physicians and specialists, the school district, athletes and their parents
- Maintain and keep the athletic training facility in order
- Maintain accurate records of injuries, treatments and provide insurance claim forms for sports injuries treated by a physician
- Develop and maintain an inventory and budget for the athletic training program
- Maintain each athletic facility emergency action plan, and educate coaches and staff to each plan
- Be present for all athletic contests, practices, and preseason physicals
- Meet with each athletic team during preseason to outline the comprehensive athletic training services, injury prevention, nutrition, and acute and chronic injury care
- Provide the coaches and athletic director with a list of athletes medically eligible to compete under district and state rules and regulations on a regular basis
- Assist the athletic director as requested
- Provide coverage for summer camp programs
- First Aid and CPR instructor certification preferred

**\*Athletic Training Services: The management and provision of care of injuries to a physically active person as defined in the state practice act under the direction of a licensed physician. The term includes the rendering of emergency care, development of injury prevention programs and providing appropriate preventative measures and devices for the physically active person. The term also includes the assessment, management, treatment, rehabilitation and recondition of the physically active person whose conditions are within the professional preparation and education of a certified athletic trainer.**

**The term also includes the use of modalities such as mechanical stimulation, heat, cold, light, air, water, electricity, sound, massage and the use of therapeutic exercises, reconditioning exercise and fitness programs.**

## **INSTRUCTION TO BIDDERS**

### **PROPOSAL SUBMISSION INFORMATION:**

Statements must be received in sealed envelopes and clearly marked with the name of the proposal and the date and time of opening. Statements will be received by the Superintendent up to the specified time as noted above and will be publicly opened with the responder's name read aloud at the specified time.

It is the responder's responsibility to see that the proposal is delivered within the time and at the place prescribed above. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any proposal received after the time and date specified will not be considered, by messenger or my mail, even if it is determined by the Smithfield School Department that such non-arrival before the time set for opening was due solely to delay in the mail for which the responder is not responsible. Conditional or qualified responses will not be accepted.

Telephonic, telegraphic or oral proposals, amendments or withdrawals will not be accepted.

Proposal may be withdrawn personally or by written request at any time prior to the time specified for the opening. Proposals may be modified in the same manner. Negligence on the part of the responder in preparing the proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened at the date and time specified.

The responder shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of, operations under the contract and shall be responsible for the proper care and protection of all work performed. The awardee shall also indemnify and save harmless the Town of Smithfield against any and all claims of whatever kind and nature due to, or arising out of, breach or failure to perform any of the terms, conditions or covenants of the contract resulting from acceptance of said awardee's proposal.

The awardee shall furnish the Smithfield School Department with certificates of insurance from companies acceptable to the Smithfield School Department. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The awardee shall provide a certificate of insurance as an independent contractor in accordance with RIGL 28-29-17.1. All individuals who will be providing these services directly to athletes must pass a National Background Check.

### **INQUIRIES:**

Questions regarding the content of this request should be directed to Jason Gove, Athletic Director, at 401-949-0087.

The completed proposal shall include all information requested in the **PROPOSAL PREPARATION**, including a signed Letter of Intent (attachment A), Price Proposal (attachment B), and Bidder's Statement Regarding Insurance Coverage (attachment C)

ANY UNSOLICITED COMMUNICATIONS BETWEEN THE FIRM OR ITS AGENTS AND THE SMITHFIELD SCHOOL COMMITTEE, OR OTHER REPRESENTATIVES OF THE SMITHFIELD SCHOOL DEPARTMENT MAY RESULT IN FIRM'S DISQUALIFICATION FROM THE SELECTION PROCESS, AS DETERMINED IN THE SOLE DISCRETION OF THE SCHOOL COMMITTEE.

### **EVALUATION AND AWARD CRITERIA:**

Proposals shall be evaluated based on the criteria listed hereunder. Information and/or factors gathered during interviews, discussions, and/or negotiations shall also be utilized in the final selection decision.

*This is not a project in which the successful bidder will be selected solely on the basis of the lowest bid price.*

- Current NATABOC certification
- Licensed by the State of Rhode Island
- Current First Aid and CPR certification
- Prior Experience in the following areas:
  - Providing on-site emergency care
  - Evaluation and treatment athletic injuries
  - Planning preseason workouts
  - Proper fitting of athletic equipment
  - Concussion Management (baseline testing, evaluation, return to play protocols)
- Must be able to communicate with coaching staff, school officials, parents, and physicians
- Experience in maintaining records for athletic injuries and athletic training facility equipment and supplies
- Experience in reviewing pre-participation physicals and insurance documents
- Experience in working under the direction of the school physician and athletic director
- Experience in working with similar organizations
- Staff to cover High School practices and games
- Cost of services
- Provide a list of all names that will be considered for an assignment under this contract with up-to-date resume for each person
- Evidence of Workers Compensation Insurance



**ATTACHMENT A**

**LETTER OF INTENT**

**ATHLETIC TRAINER SERVICES – RFP # 23411**

The undersigned respondent, in compliance with your request for proposals for physical therapy services for the Smithfield Public Schools, having examined the specifications and related documents, hereby proposes to furnish all labor in accordance with the specifications.

The undersigned certifies under penalties of perjury that this bid proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

\_\_\_\_\_, duly authorized \_\_\_\_\_  
Signature of individual submitting bid or proposal Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Name and Address of Firm:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_





**ATTACHMENT B**  
**PRICE PROPOSAL**

**ATHLETIC TRAINER SERVICES – RFP # 23411**

We, the undersigned, have examined the premises and conditions at Smithfield High School, and are familiar with the specifications as outlined and agree to be bound by all provisions thereof.

For work outlined including any and all addenda the undersigned submit a proposal of:

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
CONTRACTOR'S LICENSE #

\_\_\_\_\_  
ISSUING STATE

\_\_\_\_\_  
CONTACT PERSON (please print)

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
E-MAIL

HOURLY RATE \$\_\_\_\_\_ Year One

Written Amount \_\_\_\_\_

HOURLY RATE \$\_\_\_\_\_ Option Year Two

Written Amount \_\_\_\_\_

HOURLY RATE \$\_\_\_\_\_ Option Year Three

Written Amount \_\_\_\_\_



**ATTACHMENT C**

**BIDDER'S STATEMENT REGARDING  
INSURANCE COVERAGE**

**ATHLETIC TRAINER SERVICES – RFP # 23411**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the *Athletic Trainer Services* RFP #23411. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance and agrees to provide the Town with a certificate of insurance which names the Town of Smithfield as an Additional Insured for the work specified.

**Insurance Required:**

- Workman's Compensation in compliance with statutory limits
- Comprehensive General Liability Insurance of at least \$1 million
- Professional Liability Insurance of at least \$1 million
- Business Automobile Insurance - \$ 500,000 combined single Limit Liability Insurance

The company providing insurance and bonds shall be a duly authorized insurance company with a rating of or greater than "A"-as rated by the A. M. Best Co., must be listed on Department of Treasury Circular #570, and which is satisfactory to the Owner and authorized to do business in the State of Rhode Island.

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Name of Bidder (Person, Firm, or Corporation)

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Signature of Bidder's Authorized Representative

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Name & Title of Authorized Representative

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Date of Signing

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**INTEROFFICE MEMORANDUM**

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**TO:** RANDY ROSSI, TOWN MANAGER  
TOWN COUNCIL

**FROM:** ARIANA SPICOLA, DIRECTOR OF FINANCIAL OPERATIONS  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS

**SUBJECT:** SNOW REMOVAL RFP

**DATE:** APRIL 12, 2023

**CC:** DAWN BARTZ, ED.D. , SUPERINTENDENT

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The School Department is requesting approval for the RFP for Snow Removal. This will be paid for by School Department local funds. Thank you.

**MOVED:** The Smithfield Town Council hereby authorizes the advertisement of a Request for Proposals for Snow Removal.

**TOWN OF SMITHFIELD**  
State of Rhode Island

**Terms and Requirements for Request for Proposals**

Item Description: **Snow Plowing Services – Smithfield School Department**

Date and Time to be OPENED: **Friday, May 5, 2023 at 10:00 AM**

**Optional Tour: APRIL 24, 2023 at 11:00 AM at the Smithfield High School, 90 Pleasant View Avenue, Smithfield, RI 02917**

Proposals may be submitted up to **10:00 AM** on the above meeting date at the **Office of the Town Purchasing Agent**, 64 Farnum Pike, Smithfield, RI 02917, during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read at the Town Hall Council Chambers, second floor, Town Hall.

**INSTRUCTIONS**

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Town Purchasing Agent**, 64 Farnum Pike, Smithfield, RI 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “**NOT A BID**” written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED WHEN APPLICABLE**. Do not group items: price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **four copies** shall be submitted.

**TOWN OF SMITHFIELD**  
State of Rhode Island

**NOTICE TO VENDORS**

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. Gen. Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. The Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website ([www.smithfieldri.com/bids](http://www.smithfieldri.com/bids)).
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be considered.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance shall be required of a successful bidder within five (5) days of contract award. The Town of Smithfield shall be an *additionally named insured* in the title holder box of said certificate.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. as amended).
15. No goods should be delivered or work started without Notice from the Town.



**TOWN OF SMITHFIELD**  
State of Rhode Island

CONSTRUCTION AND SERVICE PROPOSAL TERMS

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
2. Awards will be made within sixty (60) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
5. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Section 1, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
6. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third person, or their agents, servants and/or claimed under them.
7. Minority Business Enterprise (MBE) – Contractors must supply an MBE Action Plan which demonstrates that 10% of the dollar value of the work performed shall be performed by MBE, WBE, or DBE where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available.

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Laws §37-14.1-1, *et seq.* The mandate is for a minimum ten percent (10%) participation by MBE's in all school procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov), or visit the website <http://www.mbe.ri.gov/>.

**TOWN OF SMITHFIELD**  
State of Rhode Island

**1. Introduction:**

- 1.1. The Town of Smithfield is soliciting for proposals for Snow Plowing Services for the Smithfield School Department.

**2. Scope of Work: Snow Plowing Services**

Plowing will be for the following locations:

1. Smithfield High School	90 Pleasant View Avenue
2. Pleasant View School	100 Pleasant View Avenue
3. Old County School	200 Old County Road
4. LaPerche School	11 Limerock Road
5. Administration Office	49 Farnum Pike
6. Gallagher Middle School	10 Indian Run Trail

- 2.1. The vendor will not provide plowing services until authorized by the Superintendent of Schools or designee.
- 2.2. It will be the responsibility of the vendor to ensure that all parking areas are plowed within six inches (6") of existing curbs. It will be the responsibility of the vendor to install and maintain marking stakes around the perimeter of areas to be plowed at all facilities after award of the contract.
- 2.3. Plowing must be completed during evening and early morning prior to 5:30AM, and ready for school use.
- 2.4. Snow is to be plowed away from school buildings and driveways and parking areas must be left in acceptable condition ready for use.
- 2.5. The contractor will be responsible for any damage to oil tank covers, shrubbery, lawns, curbing, and any other school property.
- 2.6. The bidder must have three-ton and/or five-ton trucks for plowing if needed.
- 2.7. All equipment shall be subject to inspection and examination by the School Committee, or its designated officers, at any and all times during the term of the contract.
- 2.8. The School Department reserves the right to move the plows to such school areas at such times as it deems necessary.
- 2.9. It is the responsibility of the bidder to view each site prior to submitting a bid.

**TOWN OF SMITHFIELD**  
State of Rhode Island

2.10. THIS CONTRACT WILL RUN FROM JULY 1, 2023 – JUNE 30, 2024 but may be awarded for an alternate three-year period JULY 1, 2023 – JUNE 30, 2026.

**3. Requirements:**

- 3.1. Responders must guarantee that the services can be provided to the Smithfield School Department within the time specified in the bid form.
- 3.2. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
- 3.3. The contractor is responsible to meet all of the requirements stated in the attached Snow Plowing Services Agreement (Attachment A).

**4. Inquiries:**

Inquiries concerning clarification on any portion of this RFP should be made to:

Carlos Santos  
Purchasing Agent  
64 Farnum Pike  
Smithfield, RI 02917  
[csantos@smithfieldri.com](mailto:csantos@smithfieldri.com)

**5. Cost Proposal**

- 5.1. The cost proposal should include the following information:
  - 5.1.1. The responder shall submit Attachment B filled out completely.
  - 5.1.2. The cost proposal should contain all pricing information relative to performing the services as described in this RFP.
  - 5.1.3. Pricing will be based per snowstorm for all locations or as a lump sum amount for snow plowing as per the specifications for the entire season. Snowfall accumulation will be determined based on the Certified Snowfall Totals from **Weatherworksinc.com** for the **Smithfield, RI 02917** zip code.
  - 5.1.4. The pricing shall remain for the duration of the contract.

**6. Proposal – to include the following:**

- 6.1. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff, support and professional employees.
- 6.2. List at least three (3) references of other clients, include the name and telephone number of a person to contact.

**TOWN OF SMITHFIELD**  
State of Rhode Island

6.3. List any prior services or products supplied to the Town of Smithfield.

**7. Evaluation Criteria:**

7.1. The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.

7.2. Proposal will be evaluated on the following:

		Score
1.	Company Information and Years in Business	20
2.	Required documents stated in RFP	20
3.	Experience and References	20
4.	Pricing	40
	Grand Total	100

**8. Final Selection:**

8.1. The Smithfield Town Council will select a firm after taking into account the recommendation submitted by the evaluation committee. The Smithfield School Committee will take final action as to whether to go forward with the project. Following the notification of the firm selected, it is expected a contract will be executed by the parties.

8.2. A firm's submission of a proposal indicates acceptance of all the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the firm selected.

**Timeline:**

Request for Proposals Issued	April 19, 2023 at 4:00 pm
Optional Tour	April 24, 2023 at 11:00 am
Proposal Due Date and Opening	May 5, 2023 at 10:00 am

**TOWN OF SMITHFIELD**  
State of Rhode Island

**ATTACHMENT A**

**TOWN OF SMITHFIELD  
SNOW PLOWING SERVICES AGREEMENT  
FOR SMITHFIELD SCHOOL DEPARTMENT**

A pass (plowing) must be made at each School Department building so as to provide sufficient access for members of the custodial staff for either their 7:00 AM or 2:45 PM starting time (shift) and for other staff members (clerical) who would be required to report to work.

1. The vendor will not provide plowing services until authorized by the Superintendent of Schools or designee.
2. Make pass around each school if school is cancelled in order that staff and oil deliveries may be made.
3. Notify Superintendent or designee by 4:30 AM if school can be plowed but will not be ready until 8:00AM so Superintendent can delay opening an hour.
4. Notify Superintendent or designee by 4:30 AM if it is impossible to have schools plowed and request he/she cancel for the day.
5. **Priority of plowing if there is school:**
  - a. Smithfield High School – 90 Pleasant View Avenue
  - b. Gallagher Middle School – 10 Indian Run Trail
  - c. Elementary Schools (In order of priority)
    - Old County School - 200 Old County Road
    - Pleasant View School - 100 Pleasant View Avenue
    - LaPerche School - 11 Limerock Road
  - d. Administration Building – 49 Farnum Pike
6. **Priority of plowing if there is no school:**
  - a. Administration Building – 49 Farnum Pike
  - b. Smithfield High School – 90 Pleasant View Avenue



**TOWN OF SMITHFIELD**  
State of Rhode Island

c. Other Schools (in no particular order)

Gallagher Middle School – 10 Indian Run Trail  
Pleasant View School - 100 Pleasant View Avenue  
Old County School - 200 Old County Road  
LaPerche School - 11 Limerock Road

7. All safety islands, berms and cross-road safety road elevations (marked “bumps”) must be protected and left undamaged by snowplow operators. (Smithfield High School, Gallagher Middle School, and Pleasant View School).
8. It will be the responsibility of the vendor to ensure that all parking areas are plowed within six inches (6”) of existing curbs. It will be the responsibility of the vendor to install and maintain marking stakes around the perimeter of areas to be plowed at all facilities after award of the contract.
9. The equipment to be used shall be listed and an hourly rate shall be established for each piece of equipment together with the service of the operator.
10. Plowing will not be done or will be stopped at any time the Director of Buildings and Grounds cancels the operation. We will be provided with the following information – number and type of pieces of equipment to be used, time, location, and equipment at each location where plowing is being done.
11. The following information on such forms may be provided by the owner to the Superintendent of Schools or designee within twenty-four (24) hours of each plowing job-number and type of equipment used, and number of hours charged for each piece of equipment.
12. The Smithfield School Department reserves the right to move the plows to such school areas at such times as it deems necessary.
13. The Contractor shall be responsible for any damage to oil tank covers, shrubbery, lawns, curbing and any other damaged property.
14. The Contractor shall be responsible for contacting the Director of Buildings and Grounds prior to every snow storm and confirm the time that snow plowing will begin based on weather conditions.
15. The Contractor shall be responsible for plowing schools multiple times during a weather event.

**TOWN OF SMITHFIELD**  
State of Rhode Island

**ATTACHMENT B**  
**COST PROPOSAL FORM**

Agrees to respond on: **Snow Plowing Services – Smithfield School Department**

Date and time to be opened: **Friday May 5, 2023 at 10:00 AM**

<b>VENDOR NAME:</b>	
<b>VENDOR ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>Soc. Sec. # or Fed. ID #</b>	

The Smithfield Town Council and/or its authorized representatives shall have the right to cancel these services in this contract when it is determined that school operations have been delayed by failure of these contractors to render proper services for any reason whatsoever under the terms of the contract, or when any contract conditions and specifications are not met.

The bidder as indicated below, has carefully examined the proposals, specifications, and location of the proposed work, and proposes and agrees, if this proposal is accepted, to contract with the Town of Smithfield to do all the work called for in the specifications in the manner and time stated for these total amounts.

The bidder agrees to submit a bid for the entire year (July 1, 2023 – June 30, 2024) and also an option for a three-year period (July 1, 2023 – June 30, 2026). The bid will commit the number, type and size of trucks as stated in #1 and #2 below. In addition there may be occasion when other types of heavy equipment, such as a backhoe as stated in #3 below, which may be determined by the Superintendent or his/her designee. At that time the equipment requested by the Superintendent or his/her designee will be committed for such time as is determined necessary by the Superintendent for the further removal of snow and/or ice. The bid price for snow plowing utilizing the trucks stated in #1 and #2 should be listed below per snow fall occurrence for each snow fall index.

**TOWN OF SMITHFIELD**  
State of Rhode Island

**Contract Year: July 1, 2023 – June 30, 2024 or June 30, 2026**

Please complete:

1. Number of company registered trucks: \_\_\_\_\_
  2. Type and size of company registered trucks: \_\_\_\_\_
- 

3. Other types of equipment available for snow removal:

_____	Type	_____	hourly rate
_____	Type	_____	hourly rate
_____	Type	_____	hourly rate

4. Bid price options for snow plowing of all schools:

A. Per occurrence for one year only July 1, 2023 – June 30, 2024:

- Inches of snowfall will be determined based on Certified Snowfall Totals from **Weatherworksinc.com** for the Smithfield, RI 02917 zip code.

Rates per snow occurrence for all locations.

Inches of Snowfall	Cost Per Snowstorm 2023-2024
2" – 6"	\$
6.1" – 12"	\$
12.1" & Above	\$

B. Per occurrence for three years July 1, 2023 – June 30, 2026:

Inches of Snowfall	Cost Per Snowstorm 2023-2026
2" – 6"	\$

**TOWN OF SMITHFIELD**  
State of Rhode Island

6.1" – 12"	\$
12.1" & Above	\$

Remarks: \_\_\_\_\_

\_\_\_\_\_

In submitting this bid it is understood that the Town of Smithfield reserves the right to waive any informalities in or to reject or accept any part of any bid, or to accept or reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from opening bids.

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON NAME

TITLE

\_\_\_\_\_

CONTACT PERSON SIGNATURE

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**INTEROFFICE MEMORANDUM**

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**TO:** RANDY ROSSI, TOWN MANAGER  
TOWN COUNCIL

**FROM:** ARIANA SPICOLA, DIRECTOR OF FINANCIAL OPERATIONS  
SCOTT BARNETT, DIRECTOR OF TECHNOLOGY

**SUBJECT:** INNOVATION LEARNING LAB STEM/STEAM EQUIPMENT RFP

**DATE:** APRIL 12, 2023

**CC:** DAWN BARTZ, ED.D. , SUPERINTENDENT

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The School Department is requesting approval for the RFP for Innovation Learning Lab STEM/STEAM equipment. This will be paid for by School Department grant funds. Thank you.

**MOVED:** The Smithfield Town Council hereby authorizes the advertisement of a Request for Proposals for Innovation Learning Lab STEM/STEAM equipment.

**TOWN of SMITHFIELD**  
State of Rhode Island  
**REQUEST FOR PROPOSALS**

Item Description: **Innovation Learning Labs STEM/STEAM Equipment – Smithfield School**

**Department**

Date and Time to be **OPENED: Wednesday May 3, 2023 at 10:00 AM**

Proposals may be submitted up to **10:00 AM** on the above meeting date at the **Office of the Town Purchasing Agent**, 64 Farnum Pike, Smithfield, RI 02917, during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read at the Town Hall Council Chambers, second floor, Town Hall.

**Instructions**

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Finance Director**, 64 Farnum Pike, Smithfield, RI, 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “**NOT A BID**” written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED** WHEN APPLICABLE. Do not group items; price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **three copies** shall be submitted.



**TOWN OF SMITHFIELD**  
State of Rhode Island  
**NOTICE TO BIDDERS**

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with Rhode Island General Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. The Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website ([www.smithfieldri.com/bids](http://www.smithfieldri.com/bids))
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be considered.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance shall be required of a successful bidder within five (5) days of contract award. The Town of Smithfield shall be an *additionally named insured* in the title holder box of said certificate.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37-13-1 et seq. as amended).
15. No goods should be delivered or work started without Notice from the Town.

## A. INTRODUCTION:

The Smithfield School Department is soliciting proposals for interactive fitness equipment. Pricing **MUST** include all shipping/delivery, installation, and professional development costs.

Depending upon pricing, the Smithfield School Department may decide to purchase any, all or none of the additional services and accessories.

Firms may bid on all or part of the requested items.

The Smithfield School Committee reserves the right to award the bid(s) that are in its best interest.

## B. SPECIFICATIONS:

The Smithfield School Department is requesting proposals from qualified companies to supply, and deliver computer and computer-related equipment for the creation of four Innovation Centers at their schools. The equipment includes:

- **SECTION 1**
  - o Flight Simulators & related hardware and computer systems, related furniture as noted
- **SECTION 2**
  - o STEM, STEAM Computer Units with capable memory, storage and video card for use in ArcGIS, STEM, STEAM and 3d design, related furniture as noted
- **SECTION 3**
  - o Virtual Reality headset systems and related power & storage cart/cabinet as noted
- **SECTION 4**
  - o e-Sports computer units with capable memory, storage and video card for use in competitive gaming and 3d design, related furniture as noted
- **SECTION 5**
  - o 3D Printers and accessories

Full specifications and device counts are listed on APPENDIX A, attached to this document. In addition to the specifications above, pricing **MUST** include all shipping/delivery, installation, and professional development costs.

## C. SHIPPING AND DELIVERY

All equipment should be shipped to:

**Smithfield High School**  
**Attention: Technology**  
**90 Pleasant View Avenue**  
**Smithfield, RI 02917**

A loading dock is available at this location. Shipping and delivery **MUST** include transferring all equipment from the truck and inside the loading dock. The Smithfield School Department is not responsible for providing equipment required to move equipment or pallets of equipment from the delivery vehicle to inside the loading dock. A delivery vehicle equipped with a lift-gate is preferred for all deliveries.

## **D. INQUIRIES**

Inquiries concerning clarification on any portion of this RFP should be made to:

Carlos Santos  
Purchasing Agent  
64 Farnum Pike  
Smithfield, RI 02917  
[csantos@smithfieldri.com](mailto:csantos@smithfieldri.com)

## **E. COST PROPOSAL:**

The cost proposal should include the following information:

1. The responder shall submit Attachment "A" filled out completely.
2. The cost proposal should contain all pricing information relative to items as described in this specification. Pricing **MUST** include all shipping/delivery, installation, and professional development costs.

## **F. PROPOSAL**

Must include the following:

1. A brief general statement describing your company and its ability to provide the indicated product.
2. At least three (3) references from other K-12 public school districts, and/or public or private colleges to whom the vendor has provided similar products and services. These references do not need to solely be from other Rhode Island public school districts.
3. Indicate if you are on any present Information Systems MPA from the State of Rhode Island and/or if you are on any present RISTE approved contract for Information Systems and or Multimedia/AV systems.
4. Bidders must furnish sufficient descriptive literature with their bids to show that the product offered meets applicable specifications. Products which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
5. Any deviation from these specifications must be noted with the proposal. The bidder shall provide a written basis for why the deviation must be accepted.
6. List any prior services or products supplied to the Town of Smithfield and/or Smithfield School Department.

## F. EVALUATION CRITERIA

1. The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, bidders may be requested to make additional written submissions or oral presentations to the Town.
2. Proposal will be evaluated on the following:

		Score
1.	Company Information and Years in Business	10
2.	Required documents stated in RFP	20
3.	Experience and references	20
4.	Business located in Smithfield	5
5.	Pricing	45
	Grand Total	100

## G. FINAL SELECTION:

1. The Smithfield Town Council will select a firm after taking into account the recommendation submitted by the evaluation committee. The Smithfield School Committee will take final action as to whether to go forward with the project. Following the notification of the firm selected, it is expected a contract will be executed by the parties.
2. A firm's submission of a proposal indicates acceptance of all the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted.

## H. TIMELINE

Request for Bids Issued	<b>April 19, 2023</b>
Bid Due Date and Opening	<b>May 3, 2023 at 10:00 AM</b>

## APPENDIX A

Innovation Learning Labs STEM/STEAM Equipment – Smithfield School Department

ALL QUESTIONS RELATED TO THIS APPENDIX AND ITS COMPONENTS SHOULD BE EMAILED TO  
[SBARNETT@SMITHFIELD-PS.ORG](mailto:SBARNETT@SMITHFIELD-PS.ORG). RESPONSES WILL BE SENT TO ALL INTERESTED PARTIES.

<p style="text-align: center;"><b>ITEM description- SECTION 1</b></p> <p><b>Flight Simulators</b> &amp; related hardware and computer systems, related furniture as noted:</p>	<p style="text-align: center;"><b>Quantity</b></p>
<p style="text-align: center;"><b>CASE</b></p> <p style="text-align: center;">Fractal Meshify S2 or Meshify C equivalent matched to SYSTEM</p>	<p style="text-align: center;">6</p>
<p style="text-align: center;"><b>MOTHERBOARD</b></p> <p>Intel® Z690 (LGA 1700) ATX motherboard with PCIe® 5.0, DDR5, three M.2 slots, 14+1 DrMOS, HDMI®, DisplayPort™, 2.5 Gb Ethernet, USB 3.2 Gen 2x2 Type-C®, front USB 3.2 Gen 1 Type-C®, Thunderbolt™ 4 header and Aura Sync RGB lighting</p>	<p style="text-align: center;">6</p>
<p style="text-align: center;"><b>PROCESSOR</b></p> <p style="text-align: center;">INTEL I5-12600K 10-CORE, 2.8-4.9GHz, LGA 1700</p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;">INTEL I7-12700 12 CORE 1.6-4.9GHz, LGA 1700</p>	<p style="text-align: center;">6</p>
<p style="text-align: center;"><b>HEAT SINK</b></p> <p style="text-align: center;">COOLER MASTER HYPER 212 BLK ED, 2066/2011-v3/2011/1700/1151/1200, RR-212S-20PK-R2</p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;">EQUIVALENT</p>	<p style="text-align: center;">6</p>
<p style="text-align: center;"><b>MEMORY</b></p> <p>KINGSTON 16GB FURY BEAST BLACK RGB 5200MT/s DDR5 CL40 DIMM, KF552C40BBA-16 (2 x 16GBs for 32GBs Total)</p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;">EQUIVALENT matched to SYSTEM</p>	<p style="text-align: center;">6</p>
<p style="text-align: center;"><b>STORAGE</b></p> <p style="text-align: center;">SSD - KINGSTON FURY RENEGADE 1TB PCIE 4.0 M.2, SFYRS/1000G</p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;">EQUIVALENT 1TB SSD matched to SYSTEM</p>	<p style="text-align: center;">6</p>

<p align="center"><b>VIDEO CARD</b></p> <p align="center">NVIDIA RTX DUAL 3060 Ti OC, 8GB GDDR6, HDMIx2/DPx3, MIN 600W, DUAL-RTX3060TI-O8GV2</p> <p align="center"><b>OR</b></p> <p align="center">EQUIVALENT or BETTER NVIDIA GRAPHICS SOLUTION matched to SYSTEM</p>	6
<p align="center"><b>POWER SUPPLY</b></p> <p align="center">COOLER MASTER 850w 80 PLUS GOLD, ATX, FULL MODULAR, MPE-8501-AFAAG-US</p> <p align="center"><b>OR</b></p> <p align="center">EQUIVALENT 850w unit matched to SYSTEM</p>	6
<p align="center"><b>LICENSE</b></p> <p align="center">NO WINDOWS LICENSING necessary – SPS will provide image</p> <p align="center"><b>AND</b></p> <p align="center">Flight Simulation software license – Microsoft Flight and/or other equivalent solution for system build</p>	<p><b>NOTE</b> <b>COUNT AS</b> <b>ENTERPRISE</b> <b>OR</b> <b>INDIVIDUAL</b></p>
<p align="center"><b>SOFTWARE INSTALLATION</b></p> <p align="center">Installation of provided Flight Simulation solutions by vendor</p>	6
<p align="center"><b>SHIPPING</b></p> <p align="center">Included</p>	-
<p align="center"><b>WARRANTY</b></p> <p align="center">Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION</p>	-
<p align="center"><b>YOKE &amp; SWITCH PANEL</b></p> <p align="center">Honeycomb or Logitech equivalent Yoke &amp; Switch panels matched to SYSTEM</p>	6
<p align="center"><b>THROTTLE</b></p> <p align="center">Honeycomb or Logitech equivalent Throttle mechanisms matched to SYSTEM</p>	6
<p align="center"><b>RUDDER PEDALS</b></p> <p align="center">Equivalent rudder pedals matched to SYSTEM</p>	<p>6</p> <p>SETS</p>



<p style="text-align: center;"><b>MONITORS</b></p> <p style="text-align: center;">BenQ 34 Mobius EX3410R Gaming LED Monitor</p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;">Equivalent matched to SYSTEM</p>	<p style="text-align: center;">12</p> <p style="text-align: center;">TWO PER UNIT</p>
<p style="text-align: center;"><b>SYSTEM RIGGING &amp; FURNITURE</b></p> <p style="text-align: center;">Simulator Cockpit and or frame for SYSTEM, Monitor &amp; Gaming Chair</p>	<p style="text-align: center;">6</p>
<p style="text-align: center;"><b>MISCELLANEOUS</b></p> <p style="text-align: center;">Keyboard, Mouse, power supply wiring including protected power strip, connections &amp; other flight required components as needed – ITEMIZE matched to SYSTEM and COMPONENTS</p>	<p style="text-align: center;">-</p>
<p style="text-align: center;"><b>END OF SECTION 1</b></p>	

<b>ITEM description – SECTION 2</b>  STEM, STEAM Computer Units with capable memory, storage and video card for use in ArcGIS, STEM, STEAM and 3d design, related furniture as noted:	<b>Quantity</b>
<p style="text-align: center;"><b>CASE</b></p> <p>INWIN C200 ATX/matx/ITX, 4x 3.5", 2x 5.25",2x USB 3.0, 1x USB-C,650W GOLD MOD, C200.P650.1FAN</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent matched to system</p>	<p style="text-align: center;">12</p>
<p style="text-align: center;"><b>MOTHERBOARD</b></p> <p>ASUS TUF B660M matx,HDMI/DP 5xusb3.2 2xusb2 USB-C LGA1700,TUF-GAMING-B660M-PLUS-WIFI-D4</p>	<p style="text-align: center;">12</p>
<p style="text-align: center;"><b>PROCESSOR</b></p> <p>INTEL I7-12700 12 CORE 1.6-4.9ghz, LGA 1700, BX8071512700</p>	<p style="text-align: center;">12</p>
<p style="text-align: center;"><b>HEAT SINK</b></p> <p>COOLER MASTER HYPER 212 BLK ED, 2066/2011-v3/2011/1700/1151/1200, RR-212S-20PK-R2</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent matched to system</p>	<p style="text-align: center;">12</p>
<p style="text-align: center;"><b>MEMORY</b></p> <p>KINGSTON 16GB FURY RGB DDR4 3200mhz 1Gx8, DIMM, KF432C16RB1A/16 (2 x 16gbs for 32gbs Total)</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent to equal 32gb total RAM</p>	<p style="text-align: center;">12</p>
<p style="text-align: center;"><b>STORAGE</b></p> <p>Kingston Fury Renegade 500gb pcie 4.0 m.2, sfyrs/500g</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent matched to system</p>	<p style="text-align: center;">12</p>
<p style="text-align: center;"><b>VIDEO CARD</b></p> <p>NVIDIA RTX DUAL 3060 OC, 12GB GDDR6, HDMIx1/DPx3, MIN 600W, DUAL-RTX3060-O12G-V2</p> <p style="text-align: center;"><b>OR</b></p> <p>EQUIVALENT or BETTER NVIDIA GRAPHICS SOLUTION matched to SYSTEM</p>	<p style="text-align: center;">12</p>

<p style="text-align: center;"><b>POWER SUPPLY</b></p> <p>COOLER MASTER 850w 80 PLUS GOLD, ATX, FULL MODULAR, MPE-8501-AFAAG-US</p> <p style="text-align: center;"><b>OR</b></p> <p>EQUIVALENT 850w unit matched to SYSTEM</p>	12
<p style="text-align: center;"><b>MONITOR</b></p> <p>EX270M   MOBIUZ 1ms 27" IPS 240Hz QHD Gaming Monitor</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent matched to SYSTEM</p>	12
<p style="text-align: center;"><b>LICENSE</b></p> <p>NO WINDOWS LICENSING necessary – SPS will provide image</p>	-
<p style="text-align: center;"><b>SYSTEM RIGGING &amp; FURNITURE</b></p> <p>Gaming Chair – SPECTRUM INDUSTRIES GENOVA CHAIR</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent</p> <p style="text-align: center;"><b>SOFTWARE INSTALLATION</b></p> <p>No installation necessary – SPS will provide installation services</p> <p style="text-align: center;"><b>SHIPPING</b></p> <p>Included</p> <p style="text-align: center;"><b>WARRANTY</b></p> <p>Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION</p> <p style="text-align: center;"><b>END OF SECTION 2</b></p>	<p>12</p> <p>-</p> <p>-</p> <p>-</p>

<b>ITEM description – SECTION 3</b>	<b>Quantity</b>
Virtual Reality headset systems and related power & storage cart/cabinet as noted:	
<b>VR HEADSETS OR GOGGLES</b> CVR264-CRS-8 ClassVR Premium Set of 8 (Including 8 Controllers) <b>OR</b> Equivalent	<b>5 SETS</b>
<b>ACCESSORY CONTROLLERS</b> CVR-ASC-CRL-8 ClassVR Set of 8 USB Hand Controllers <b>OR</b> Equivalent	<b>5 SETS</b>
<b>MISC ACCESSORIES</b> CVR-ASC-CUB-8 ClassVR Set of 8 Cubes <b>OR</b> Equivalent	<b>5 SETS</b>
<b>SOFTWARE LICENSE</b> 1 yr, 2yr or 3 yr software license options IN SEPARATE LINE ITEMS FOR CONSIDERATION	<b>NOTE COUNT AS ENTERPRISE OR INDIVIDUAL</b>
<b>COURSEWARE OPTIONS</b> Outline any additional costs or software options beyond standard license, itemize by line item	-
<b>STORAGE CART OR CASE</b> Outline any storage cases, carts and charging accessories, whether additional in price or included in device pricing, itemize if separate	<b>5</b>
<b>SHIPPING</b> Included	-
<b>WARRANTY</b> Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION	-
<b>END OF SECTION 3</b>	

ITEM description – SECTION 4	Quantity
<p>e-Sports computer units with capable memory, storage and video card for use in competitive gaming and 3d design, related furniture as noted</p> <p><b>CASE</b></p> <p>COOLER MASTER NR400 mATX/mITX 1x5.25/4x3.5/4x2.5, 2xUSB3.0, NO PSU, MCB-NR400-KG5N-S00</p> <p><b>OR</b></p> <p>Equivalent matched to system</p>	6
<p><b>MOTHERBOARD</b></p> <p>ASROCK mATX B550M PRO4 HDMI/DP/VGA, 2xUSB2.0, 5xUSB3.2, 1xUSB-C, AM4, B550M PRO4</p> <p><b>OR</b></p> <p>Equivalent matched to system</p>	6
<p><b>PROCESSOR</b></p> <p>AMD RYZEN 5 5600X 6-CORE, 3.7GHz, AM4, 100-000000065</p> <p><b>OR</b></p> <p>Equivalent matched to system</p> <p><b>HEAT SINK</b></p> <p>COOLER MASTER HYPER 212 BLK ED, 2066/2011-v3/2011/1700/1151/1200, RR-212S-20PK-R2</p> <p><b>OR</b></p> <p>Equivalent matched to system</p>	6
<p><b>MEMORY</b></p> <p>KINGSTON 16GB FURY RGB DDR4 3200MHz 1Gx8, DIMM, KF432C16RB1A/16 (2 x 16GBs for 32GBs Total)</p> <p><b>OR</b></p> <p>Equivalent to equal 32gb total RAM</p>	6
<p><b>STORAGE</b></p> <p>Kingston Fury Renegade 500gb pcie 4.0 m.2, sfyrs/500g</p> <p><b>OR</b></p> <p>Equivalent matched to system</p>	6

<p style="text-align: center;"><b>VIDEO CARD</b></p> <p>NVIDIA RTX DUAL 3060 OC, 12GB GDDR6, HDMIx1/DPx3, MIN 600W, DUAL-RTX3060-O12G-V2</p> <p style="text-align: center;"><b>OR</b></p> <p>EQUIVALENT or BETTER NVIDIA GRAPHICS SOLUTION matched to SYSTEM</p>	6
<p style="text-align: center;"><b>POWER SUPPLY</b></p> <p>COOLER MASTER 850w 80 PLUS GOLD, ATX, FULL MODULAR, MPE-8501-AFAAG-US</p> <p style="text-align: center;"><b>OR</b></p> <p>EQUIVALENT 850w unit matched to SYSTEM</p>	6
<p style="text-align: center;"><b>MONITOR</b></p> <p>EX270M   MOBIUZ 1ms 27" IPS 240Hz QHD Gaming Monitor</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent matched to SYSTEM</p>	6
<p style="text-align: center;"><b>LICENSE</b></p> <p>NO WINDOWS LICENSING necessary – SPS will provide image</p>	-
<p style="text-align: center;"><b>SYSTEM RIGGING &amp; FURNITURE</b></p> <p>Gaming Chair – SPECTRUM INDUSTRIES GENOVA CHAIR</p> <p style="text-align: center;"><b>OR</b></p> <p>Equivalent</p>	6
<p style="text-align: center;"><b>SOFTWARE INSTALLATION</b></p> <p>No installation necessary – SPS will provide installation services</p>	-
<p style="text-align: center;"><b>SHIPPING</b></p> <p>Included</p>	-
<p style="text-align: center;"><b>WARRANTY</b></p> <p>Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION</p> <p style="text-align: center;"><b>END OF SECTION 4</b></p>	-



<b>ITEM description – SECTION 5</b>  3d printers and accessories as noted:	<b>Quantity</b>
<b>3D PRINTER</b>  MakerBot Sketch Classroom 3D Printer Bundle  <b>OR</b>  Equivalent	<b>5 SETS</b>
<b>MISC ACCESSORIES</b>  Power cables, filament or any related accessories not in bundles, itemized  <b>OR</b>  Equivalent	<b>5 SETS</b>
<b>SOFTWARE LICENSE</b>  1 yr, 2yr or 3 yr software license options IN SEPARATE LINE ITEMS FOR CONSIDERATION (IF APPLICABLE)	<b>NOTE COUNT AS ENTERPRISE OR INDIVIDUAL</b>
<b>SHIPPING</b>  Included	-
<b>WARRANTY</b>  Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION	-
<b>END OF SECTION 5</b>	