

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
June 6, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, JUNE 6, 2023
6:00 P.M.**

6:00 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section Rhode Island General Laws, Section 42-46-5(a)(2); Collective Bargaining: discussion concerning status of Smithfield Lodge No. 17, Fraternal Order of Police union negotiations and Section 42-46-5(a)(2); Potential Litigation.

7:00 P.M. AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Smithfield Samaritan Award – Stanley Tree Service, Inc.
- VI. Minutes:
 - A. Move that the minutes of the May 16, 2023 executive session meeting held pursuant to Section 42-46-5(a)(1) Personnel; to interview Daniel Greene, Richard Leveille, and Thomas DellaRosa for possible appointment or reappointment to a Town board or commission and to consider, discuss, and act upon the Chief of Police employment agreement be approved as recorded and sealed.
 - B. Move that the minutes of the May 16, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Water Supply Board Advisory Commission appointment with a term expiring in December of 2024.

- B. Traffic Safety Committee appointment with a term expiring in January of 2025.
- C. Zoning Board reappointment with a term expiring in May of 2028.

VIII. Public Hearings:

- A. Conduct a public hearing to consider and act upon amendments to Chapter 294 of the Code of Ordinance to amend Section 17 entitled “Sewer Computation”.
- B. Conduct a public hearing to consider and act upon amendments to Chapter 126 of the Code of Ordinance entitled “Animals”, Sections 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53 sponsored by Councilman John J. Tassoni, Jr.
- C. Conduct a public hearing to consider and act upon amendments to Section 4.3 “Table of Uses”, Section 4.4M “Adult Recreational Use Cannabis” and Section 5.11 “Solar Energy Systems” of the Zoning Ordinance.
- D. Schedule a public hearing on June 20, 2023 on the proposed Fiscal Year 2024 budget.
- E. Conduct a public hearing to consider, discuss and act upon approving the transfer of a B-Victualler License from JNN, Inc., d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike to Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, same location, to include Outdoor Seating/Bar Service with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit and final approval from the RI Department of Health.

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling License for Lee Deg, Inc., d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, the signatures of the Smithfield Fire Chief, owner of premises, a copy of the Retail Sales Permit and final approval from the RI Department of Health.
- B. Consider, discuss, and act upon approving seven (7) One-Day Special Event Licenses for the Smith-Appleby House for a “Summer Concert Series”, 220 Stillwater Road, these events will be hosted by the Smithfield Parks and Recreation Department on the following dates:
 - Tuesday, June 20, 2023 from 6:00 p.m. to 8:00 p.m.

- Tuesday, June 27, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 11, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 18, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 25, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, August 1, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, August 8, 2023 from 6:00 p.m. to 8:00 p.m.

All Special Event Licenses for the Smith-Appleby House are subject to compliance with all State regulations and local ordinances.

C. Consider, discuss, and act upon the annual renewal of two (2) Peddler's Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Marshall E. Gorden d/b/a "Wolfe Novelties", to sell only balloons and souvenirs from a truck with RI Reg. # UN-98, 140 Vancouver Avenue, Warwick, RI
2. NEFL, Inc. d/b/a "New England Frozen Lemonade", to sell only frozen lemonade from a truck with RI Reg. #186765, 1644 Post Road, Warwick, RI

D. Consider, discuss, and act upon approving a new Holiday Sales License for Appleland Orchard RI, LLC d/b/a "Appleland Orchard RI, LLC, located at 135 Smith Avenue, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.

X. Old Business:

- A. Consider, discuss, and act upon a bid award for School Department snow removal services.
- B. Consider, discuss, and act upon adopting a resolution on a Town flag policy on town-owned property sponsored by Councilman John J. Tassoni, Jr.

XI. New Business:

- A. Consider, discuss, and act upon authorizing a short-term renewal agreement for Sewer Authority wastewater facilities 2013 operation & maintenance contract with Veolia Water.
- B. Consider, discuss, and act upon authorizing amendment #1 to the Sewer Authority Consulting Engineering Master Service Agreement with Camp, Dresser, McKee-Smith.
- C. Consider, discuss, and act upon authorizing a bid award for construction services for the Boyle Athletic Complex at the Smithfield High School.
- D. Consider, discuss, and act upon authorizing a bid award for the School Department's replacement rooftop HVAC units.

- E. Consider, discuss, and act upon authorizing a contract with AA Asbestos Abatement Co. of Johnston, RI, through the RI Master Price Agreement #196, in the amount of thirty-five thousand, nine hundred and thirty dollars and zero cents (\$35,930.00) for asbestos abatement at the East Smithfield Neighborhood Center.
- F. Consider, discuss, and act upon authorizing a bid award for the School Department's Innovation Learning Lab STEM/STEAM equipment.
- G. Consider, discuss, and act upon authorizing change orders #1-6 to J.G. Edwards Construction for Phase 1a and Phase 1b renovation work at the East Smithfield Neighborhood Center in an amount not to exceed forty-one thousand, nine hundred and eight dollars and ninety cents (\$41,908.90).
- H. Consider, discuss, and act upon a request from the Northern RI Collaborative to terminate their lease on July 15, 2023 prior to completion of the current term expiring on August 14, 2023.
- I. Consider, discuss, and act upon approving tax abatements in the amount of two hundred eighty-one dollars and ninety-seven cents (\$281.97).
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: FRIDAY, JUNE 2, 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.



SMITHFIELD SAMARITANS

The Smithfield Samaritan Program encourages anyone in the community to self-nominate or submit a name to the Town Manager of a Smithfield resident or business in Town who is doing, or has performed, an act of kindness or good deed that is notable or charitable.

The Town Council will review all nominations that are submitted and each month will select one individual or business to be recognized with a citation and given the opportunity to speak at a Town Council meeting to describe their good deeds “on the record.”

Please submit your nomination form via email to rossi@smithfieldri.com or send to Randy Rossi, Town Manager, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917.

DATE OF SUBMISSION:

NOMINATOR INFORMATION:

Name: _____

Address: _____

Email: _____

Phone: _____

NOMINEE INFORMATION:

Name: _____

Address: _____

Email: _____

Phone: _____

1. Please describe below in 250 words or less why you feel this individual or business should be recognized:

[illegible]

Thank you for your nomination.

https://www.valleybreeze.com/news/stanley-tree-pays-off-smithfield-school-lunch-balances/article_e7b4d4f6-dd75-11ed-b54c-0775dba8ac7b.html

Stanley Tree pays off Smithfield school lunch balances

By JACQUELYN MOOREHEAD Valley Breeze & Observer Staff Writer jackie@valleybreeze.com
Apr 20, 2023



Representatives of Stanley Trees Service donated more than \$1,300 to Smithfield schools to pay off any owed balance from school lunches and breakfasts. From left, are **Paul Lozeau** and **Julien Emerich**.

BREEZE PHOTO BY JACQUELYN MOOREHEAD

SMITHFIELD – More than 200 families got an unexpected gift after local business Stanley Tree Service donated \$1,347 to pay off overdue and late school breakfast and lunch bills.

Smithfield Supt. Dawn Bartz said many students in the district deal with food insecurity. Though Smithfield does not deny a student or family meals at schools, the Rhode Island Department of Education no longer covers costs for unpaid lunch balances.

The state paid for student's meals throughout COVID and up until this year, Bartz said.

Bartz said Julian Emerich and Paul Lozeau of Stanley Tree Service previously reached out to the School Department to offer support. She's spoken throughout the year about need, bringing up food insecurity in passing.

"He very quickly agreed to provide a donation to cover 204 families," said Bartz.

All donations more than \$500 need School Committee approval.

School Committee members said this was a very generous donation on the part of Stanley Tree, making a lot of students and families happy.

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, May 16, 2023

Place: Smithfield Town Hall

Time: 6:00 P.M.

Present:

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

I. President Lawton calls the Tuesday, May 16, 2023 Smithfield Town Council Meeting to order at 7:16 p.m.

At 6:00 p.m., a motion was made by Member Tassoni, 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 Daniel Greene, Richard Leveille, and Thomas DellaRosa for possible appointment or reappointment to a Town board or commission and to consider, discuss, and act upon the Chief of Police employment agreement.

At 6:58 p.m. a motion was made by Member Kilduff, seconded by Member Tassoni, to adjourn the executive session and seal the minutes. The motion was unanimously approved.

Town Manager Rossi announces that there was one motion made by Member Kilduff, seconded by Member Toppi to approve the Chief of Police employment agreement, which was approved by a vote of 3/0 with one abstention (votes taken in executive session 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 Police Department – “Police Citizen Award”.

Deputy Chief Eric Dolan explains: On March 23, 2023, an armed robbery occurred at the Citizens Bank in the Stop & Shop on Putnam Pike. Steven St. Lawrence entering Stop & Shop to cash a check at the bank. Mr. Lawrence ran into the parking lot and saw the suspect running towards a car parked at Applebee's. Mr. Lawrence was able to get a picture of the vehicle and followed the car to get a photo of the license plate. Returning back to the scene, Mr. Lawrence provided police with the photos, description of the suspect and occupant of the fleeing vehicle, and a direction of travel.

The information provided was broadcast to regional agencies, and a short time later, Massachusetts State Police stopped the suspect vehicle on I-84 in Sturbridge. The two occupants were taken into custody.

Mr. Lawrence's meritorious actions significantly contributed to the Smithfield Police Department's mission, goals, and objectives and should be recognized. Mr. Lawrence is given the Police Citizen Award.

B. Smithfield Samaritan Award – Bethany Sluter, Olivia Sylva, India Gaffney, Xiao Yan, Elizabeth Blanchette, and Emma Santos

Suzanna Alba of 85 Colwell Road has nominated Bethany Sluter, Olivia Sylva, India Gaffney, Xiao Yan, Elizabeth Blanchette, and Emma Santos. Ms. Alba explains: that as high school freshman, these young women approached the Town Council with a desire to beautify the town hall by painting murals throughout the building as part of the National junior Honor Society. Ms. Alba sponsored these students when they were freshmen with the first mural they painted in the council chamber.

The students returned in their senior year to complete a second mural in the council chamber. Their artistic talents and desire to make their Town a better and more beautiful place deserves praise and recognition.

Ms. Alba presents the young women with the Smithfield Samaritan Award.

C. Receipt of the Budget and Financial Review Board's Recommended Fiscal Year 2024 Budget.

Town Manager Rossi explains that this is to transfer the FY 2024 budget from the Budget and Financial Review Board to the Town Council in accordance with the Town Charter. Town Manager Rossi further explains that there is no discussion about the budget this evening. A work session will be scheduled with the Budget and Financial Review Board, council, and the departments in early June. Town Manager Rossi also explains a public hearing will be scheduled for the budget.

VI. Minutes:

A. Move that the minutes of the May 2, 2023 executive session held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Daniel Greene, John Yoakum, Kenneth Orabona, and Peter Libutti for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the May 2, 2023 executive session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 4/0 vote.**

- B. Move that the minutes of the May 2, 2023 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the May 2, 2023 executive session be approved as recorded and sealed. **Motion is approved by a unanimous 4/0 vote.**

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

- A. Zoning Board of Review appointment with a term expiring in May of 2024.**

Motion is made by Member Toppi, seconded by Member Tassoni, that the Smithfield Town hereby appoints Peter Libutti as first alternate to the Zoning Board with a term expiring in May of 2024. **Motion is approved by a unanimous 4/0 vote.**

- B. Planning Board reappointments (2) with terms expiring in May of 2026.**

Member Toppi suggests that the Town Council sit with the Planning Board to have a workshop before any further reappointments/appointments are made. Member Toppi states that there are things she would like clarity on, and it would benefit the council and the Town if they get clarity. Member Toppi feels that there is no rush to make the appointments as two (2) seats expire on May 31, 2023 and they will continue until a new appointment is made.

Motion is made by Member Toppi, to delay the two (2) reappointments until the Town Council has had a work session with the Planning Board. No second motion is made, and the motion fails.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby reappoints John Yoakum to the Planning Board with a term expiring in May of 2026. **Motion is approved by a unanimous 4/0 vote.**

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby reappoints Kenneth Orabona to the Planning Board with a term expiring in May 2026. **Motion is approved by a 3/1 vote. Member Toppi votes nay.**

VIII. Public Hearings:

- A. Sitting as the Smithfield Water Supply Board, conduct a public hearing to consider and act upon water rate changes.**

President Lawton declares the public hearing open.

Project Manager Jesse Myott gives a brief presentation and explains that he has reviewed the Enterprise Fund and its sources/uses, direct/indirect capital requirements, and debt service. Mr. Myott further explains that a cost of service model was developed using that data along with closed

fiscal years to establish trending, and the status of the Town for FY2023.

Mr. Myott reviews Page 6 of the presentation showing that FY2021 and FY 2022 meets revenue requirements, however, the Town will see a downward trend beginning in FY2024. Mr. Myott states that while he is not sure about FY2023, however, he anticipates meeting revenue requirements or falling just short of those requirements. Mr. Ayotte further states that there will be deficits in FY2024 through FY2026 because of the cost of purchasing water from Providence Water.

Member Kilduff questions the increase with Providence Water. Director Allen explains that Providence Water is in the process of updating many components of their system, and are passing those costs to their customers and wholesalers. Director Allen further explains that a complaint was filed with the PUC regarding the increase to wholesalers. Director Allen also explains that the wholesalers (Lincoln, Greenville, and Smithfield) require pumping to get the water.

Director Allen states that the wholesalers are challenging those that require pumping pay a higher cost as opposed to those receiving the water via gravity, and if the proposal is approved, there would be an increase of up to 49%. Director Allen further states that the PUC has approved the first and second increase, but there has been no final decision.

Director Allen explains that the Rate Study before the council this evening consists of what has already been seen but not what is projected.

Mr. Myotte explains that the increase would be approximately \$120,000 over the next three (3) years should that full cost be realized.

Mr. Myotte further explains that a large cost driver in FY2024 through FY2026 is a debt service increase resulting from the two (2) major tank rehabilitations, and the increase would be approximately \$200,000 per year.

Mr. Myotte also explains that other increases are due to supplies and operations (5% annually) resulting in an increase of approximately \$327,000.

Mr. Myotte states that there is also some deferred capital which will need to be addressed in the upcoming years, which will set a rate at a level to maintain an adequate fund balance.

Member Tassoni questions the increase per taxpayer. Director Allen reviews Page 11 of the presentation and explains the rate consists of three (3) tiers. Director Allen further explains that most residents are in Tier 1, and the proposed increase would be \$4.88 to \$5.22. Director Allen also explains that those in Tier 2 would increase from \$5.78 to \$6.18, and those in Tier 3 would increase from \$6.66 to \$7.13.

Mr. Myotte states that if the proposed increases are approved, the average Tier 1 customer would have an increase of \$56 over the entire three (3) years.

Mr. Myotte further states that the proposed increase is to satisfy all of the expense drivers. Mr. Myotte reminds the members that a fund balance of 80%-100% is recommended.

Member Toppi would like to confirm this increase is only for residents with Smithfield Water Supply. Mr. Myotte states that the increase is only for those residents with Smithfield Water Supply.

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

Member Tassoni expresses his concerns about water, sewer, and tax increases. Member Tassoni suggests selling the water to Providence Water, and how much it would be worth. Director Allen explains that the council would need to consider if Providence Water would buy the water because when they receive water, it is typically given to them.

Member Toppi does not feel that \$18.00 per year is that much, and the Town would not be in good shape if there was a deficit.

Director Allen states that in the future he would like to evaluate a monthly billing system which would allow for a smaller bill per month.

Motion is made by Member Toppi, seconded by Member Kilduff, that the Smithfield Town Council, sitting as the Smithfield Water Supply Board, approve water rate increases pursuant to the Water Enterprise Fund Rate Study and Guidance, conducted by Berry Dunn.

Increase consumption rate by 7% annually for all tiers, in 2024, 2025 and 2026
Increase minimum charge and non-consumption charges by 10% in 2025 and 2026
Increase fire protection charge by \$25 annually in 2025 and 2026.

Motion is approved by a 3/1 vote. *Member Tassoni votes nay.*

B. Consider, discuss, and act upon approving a new B-Victualler Liquor License for Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health and a copy of the Retail Sales Permit.

President Lawton declares the public hearing open.

Town Clerk Antonuccio states that this license can be approved pending the outstanding items.

The owner of “Crudo” Antonio Lanni explains that the restaurant will be open seven (7) days and will offer brunch, dinner, seafood, and Italian food. Mr. Lanni further explains that he will also offer entertainment in the form of light jazz music.

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

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Class B-Victualler Liquor License for Crudo, LLC d/b/a “Crudo”, subject

to compliance with all state regulations, local ordinances, final approval from the RI Department of Health and a copy of the Retail Sales Permit. **Motion is approved by unanimous 4/0 vote.**

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling License for Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit 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 License for Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit and final approval from the RI Department of Health. **Motion is approved by a unanimous 4/0 vote.**

- B. Consider, discuss, and act upon approving a new Entertainment License for Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.**

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Entertainment License for Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 4/0 vote.**

- C. Consider, discuss, and act upon approving a new Special Dance License for Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.**

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Special Dance License for Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 4/0 vote.**

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

- 1. Ironclad Fitness North d/b/a “Ironclad Fitness Center”, 300A George Washington Highway**
- 2. Kohl’s Department Stores, Inc. d/b/a “Kohl’s Department Stores, Inc.”, 371 Putnam Pike**

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

1. Ironclad Fitness North d/b/a “Ironclad Fitness Center”, 300A George Washington Highway
2. Kohl’s Department Stores, Inc. d/b/a “Kohl’s Department Stores, Inc.”, 371 Putnam Pike

Motion is approved by a unanimous 4/0 vote.

E. 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. Rhonda Rohelia d/b/a “Soothing Touch Spa”, 180C Pleasant View Avenue

Motion is a made by Member Tassoni, seconded by Member Toppi, 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. Rhonda Rohelia d/b/a “Soothing Touch Spa”, 180C Pleasant View Avenue

Motion is approved by a unanimous 4/0 vote.

F. Consider, discuss, and act upon approving the annual renewal of one (1) Massage Therapy License, as applied, subject to compliance with all State regulations and local ordinances.

1. Rhonda Rohelia working at “Soothing Touch Spa”, 180C Pleasant View Avenue

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

1. Rhonda Rohelia working at “Soothing Touch Spa”, 180C Pleasant View Avenue

Motion is approved by a unanimous 4/0 vote.

G. Consider, discuss, and act upon approving a new Mobile Food Truck License for Tiffany Bettez d/b/a “Chicked Out Nuggz, LLC”, 150 James Street, Warwick, RI, with a RI Reg. number 1DS731, as applied, subject to compliance with all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council consider, discuss and act upon approving a new Mobile Food Truck License, as applied, subject to compliance with all state regulations and local ordinances.

1. Chicked Out Nuggz, LLC d/b/a “Chicked Out Nuggz, LLC”, to sell fried chicken nuggets from a truck with RI Reg. number 1DS731, 150 James Street, Warwick, RI.

Motion is approved by a unanimous 4/0.

- H. **Consider, discuss, and act upon approving a new Solicitation License for “Trinity Solar”, soliciting solar power options, as applied, subject to compliance with all State regulations, local ordinances, and the following conditions: The Smithfield Police Department is to be notified each time the applicant is soliciting, including which area of Town solicitation will take place. Solicitations may take place between the hours of 9:00 a.m. to 7:00 p.m. only. If conditions of the license are not adhered to, the applicant will be required to appear before the Town Council.**

Member Toppi questions changing the hours at which solicitation can take place. Solicitor Gallone states that the ordinance will need to be changed, and he will make a draft for the council.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council approve a new Solicitation License for “Trinity Solar”, soliciting solar power options, as applied, subject to compliance with all State regulations, local ordinances, and the following conditions: The Smithfield Police Department is to be notified each time the applicant is soliciting, including which area of Town solicitation will take place. Solicitations may take place between the hours of 9:00 a.m. to 7:00 p.m. only. If conditions of the license are not adhered to, the applicant will be required to appear before the Town Council. **Motion is approved by a unanimous 4/0 vote.**

- I. **Consider, discuss, and act upon the annual renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.**
 1. **Pa’L Monte, LLC d/b/a “Pa’L Monte”, to sell empanadas with a RI Reg. #35663, as applied, subject to compliance with all State regulations and local ordinances.**

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. Pa’L Monte, LLC d/b/a “Pa’L Monte”, to sell empanadas with a RI Reg. #35663, as applied, subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

X. Old Business: None.

XI. New Business:

A. Consider, discuss, and act upon referring Bay Crane's Tax Stabilization Application to the Budget and Financial Review Board for an advisory recommendation.

Tax Assessor Christopher Celeste explains that he received an application from Bay Crane to enter into a Tax Stabilization Agreement that based on the ordinance that was passed in 2022. Assessor Celeste further explains that Bay Crane has produced an application, brought in \$24M of crane equipment, and they have increased their employee roster from sixty-six (66), at the end of calendar year 2021, to ninety-six (96) at the end of calendar year 2022.

Assessor Celeste also explains based on the ordinance the council would forward this application to the Budget and Financial Review Board for their advisory opinion.

Member Toppi questions how many Tax Stabilization Agreements the Town has. Assessor Celeste states that there are four (4). Solicitor Gallone questions if any of those have come offline. Assessor Celeste states that two (2) came offline as there were six (6) last year.

Thomas Hodgkins of 200 Farnum Pike questions the value of the proposed agreement. Assessor Celeste states there is no agreement in place, however, the application can be referred to the BFRB for an advisory opinion then their approval would be referred to the council. Assessor Celeste further states that the approval, during a public hearing, by the council would result in an agreement with the required terms and details.

Mr. Hodgkins questions the proposed term of the agreement. Town Manager Rossi explains that based on the ordinance the agreement term is up to ten (10) years, however, it will be also be determined by the BFRB when they review the numbers.

Mr. Hodgkins questions that there will be no new employment or new investments going forward. Town Manager Rossi states that is correct based on what they have submitted.

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council hereby refers the application of Bay Crane Northeast, LLC to the Budget and Financial Review Board for an advisory recommendation. **Motion is approved by a 3/0 vote. Member Tassoni recuses himself.**

B. Consider, discuss, and act upon authorizing a waiver of a preemptive right to purchase property located at 230 George Washington Highway (Plat 361, a portion of Parcel 14).

Town Manager Rossi explains that certain sections of George Washington Highway, which are considered part of the federal highway are owned by the State of Rhode Island. Town Manager Rossi further explains that the state is offering to all of the property owners sections of property to purchase for their driveway or parking lot. Town Manager Rossi reminds the members that this does not affect the roadway and helps to put funding back into RIDOT for road paving.

Town Manager Rossi also explains that this property has no value, therefore, the Town is asking the council to consider waiving our rights to purchase it.

Frank O'Connell of 37 Lakeside Drive states that this property is currently for sale at \$1.6M, and he questions how this would affect the sale. President Lawton explains that the plat and lot in question is only 10,000 sq. ft.

Solicitor Gallone explains that the Town has the right of first refusal. Mr. O'Connell questions if the property owner then has the right to purchase the property. Solicitor Gallone explains that it can be purchased by the owner at fair market value from the state.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby waives a preemptive right to purchase a portion of property located at 230 George

Washington Highway (Plat 361, portion of parcel 14). **Motion is approved by a unanimous 4/0 vote.**

C. Consider, discuss, and act upon authorizing the Town Manager to execute the Learn365RI Municipal Compact.

Town Manager Rossi explains that this item is the Town's support of the governor's initiative to expand learning in Rhode Island. Town Manager Rossi assures the council that signing this compact does not financially tie the Town into any additional requirements. Town Manager Rossi also explains this compact will allow the Town opportunities to get funding for federal monies that will be disbursed through the governor's budget, to expand after hour's programs and during the summer, and afterschool.

Member Toppi wants assurance that this is strictly a professional show of support and not binding in any way. Town Manager Rossi states that there is no binding to the Town.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the Town Manager to execute the Learn365RI Municipal Compact. **Motion is approved by a unanimous 4/0 vote.**

D. Consider, discuss, and act upon a bid award for School Department snow removal services.

Town Manager Rossi explains that this item is a three (3) year cycle of going to bid for snow removal services and is strictly for the school facilities. Town Manager Rossi further explains that in the past it was evaluated the option of seeing about the Town plowing the schools, however, there would need to be additional labor related to the Town side and the expense to do so because of the timing of the snowstorm and opening the roadways versus clearing the school parking lots.

Town Manager Rossi also explains that this was approved last evening at the School Committee meeting, and they are looking for the council's consideration.

Member Toppi questions if it has been 100% confirmed that the Town cannot do this.

Town Manager Rossi explains that it is not a matter of the Town not being able to do it, it is the financial impact and additional man hours.

DPW Director Gene Allen explains that in order to get to the schools, the roads must be cleared first. Director Allen further explains that the DPW has seventeen (17) trucks, and one (1) breakdown would result in a delay of plowing the roads. Director Allen also explains that there is also a staff shortage and the challenge is that most storms occur early in the morning requiring the roads be cleared before rush hour and that is when the schools are coming in.

Member Toppi wants assurance that Director Allen is not speaking for the School Department. Director Allen states that he is speaking for the DPW. Director Allen further states that he is happy to help in any way that he can.

Town Manager Rossi reminds the members that Parks & Recreation in conjunction with the DPW help to clear the sidewalks along the main pass, help with the sidewalks in front of the schools, as well as doing the heavy moving of snow on the properties after the storms.

Director Allen states that the Water Department employees help plow as well. Director Allen further states on those occasions where staff is there for three (3) nights in a row around the clock, adding something additional is asking for a lot when you do not have the necessary staff that is rested.

Member Toppi questions last year's cost. Town Manager Rossi is not sure.

Member Tassoni states that the last year's savings is unknown because there was very little snow. Town Manager Rossi explains that this can be reviewed when the budget is discussed. Member Tassoni states that he is not inclined to vote for this until he knows how much money is left over.

Motion is made by Member Kilduff, seconded by Member Toppi, to table this matter to a future meeting. **Motion is approved by a unanimous 4/0 vote.**

E. Consider, discuss, and act upon authorizing a request for proposals for School Department #2 heating fuel oil.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby authorize the advertisement of this RFP for #2 heating fuel oil for the location specified in this memo for the period of July 1, 2023 to June 30, 2024. The Town of Smithfield, Smithfield School Department at its discretion may choose to extend this Agreement for an optional second year based on prices submitted for the period of July 1, 2024 – June 30, 2025. These price factors will be applied to the lowest daily rack prices published by the Oil Price Information Services (OPIS). **Motion is approved by a unanimous 4/0 vote.**

F. Consider, discuss, and act upon authorizing a new classification of Working Lead Person/Safety Compliance Officer within the Public Works Union Contract and authorize the Town Manager to execute the Consent Agreement.

Town Manager Rossi explains that this has been an ongoing project with the Safety Committee, which looks at new ways to reduce the impact of work related injuries. Town Manager Rossi further explains that one way to reduce the impact of work related injuries was to create a new classification. Town Manager Rossi assures the members that no new employee will be added.

Director Allen explains that the DPW has had a staff shortage due to workers' compensation cases, and also because some employees have been working there a long time, therefore, have a great deal of vacation time, which limits the amount of work you can do. Director Allen further explains the Safety Committee (which Director Allen sits on) and the Interlocal Trust having been working on ways to reduce injuries on the job and to engineer out the more physical activity that is more prone in the industry to show where the injuries come from. Director Allen also explains one idea was to take out a look at more updated equipment, and to have someone "in the field" with the employees to watch and audit on the jobs they are going about.

Director Allen states that he lacks someone assigned to this nor does he have a crew leader who is in charge of safety on each crew. Director Allen further states in normal industry there would be a person on every crew, however, taking the lead person's position, who oversees the crews during the day and take on additional responsibility.

Member Kilduff questions if this is a union position. Director Allen states it is a union position, and it would be a modification of the job description by adding the safety compliance elements.

Member Tassoni questions if the Town would receive a "break" on its insurance. Town Manager Rossi explains that it gives dollars back to community due to the different goals of the Safety Committee as well as modifying the Town's insurance.

Director Allen states that Smithfield is the first community to go through this process with The Trust, and the Town received an award for it.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council approve the new classification of the Working Lead Person/Safety Compliance Officer within the DPW union contract, with an annual salary of \$69,127.00, and to authorize the Town Manager to sign the Consent Agreement. **Motion is approved by a unanimous 4/0 vote.**

G. Consider, discuss, and act upon pole petitions from RI Energy Co. to install new poles on Battey Drive.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the pole petition WR 30774278 from RI Energy Co., to install one new pole on Battey Drive as described in the attached petition. **Motion is approved by a unanimous 4/0 vote.**

H. Consider, discuss, and act upon adopting a resolution on a Town flag policy on town-owned property sponsored by Councilman John J. Tassoni, Jr.

Thomas Hodgkins of 200 Farnum Pike questions the only flags that are permitted to be flown on Town property are listed in paragraph six: United States of America flag, RI State flag, and the

Town of Smithfield flag. Town Manager Rossi confirms those are the only flags permitted to fly.

Mr. Hodgkins questions if the flags are inside as well. Solicitor Gallone states that just the outside flagpoles have been addressed in the policy.

Member Toppi feels that because the policy states “Town property”, outside is included.

Mr. Hodgkins questions if this policy applies to flags displayed on the wall or pole. Solicitor Gallone confirms this policy applies to those flags as well.

Mr. Hodgkins questions if the policy applies to schools. Member Tassoni states that the schools are Town property, therefore, the policy applies.

Mr. Hodgkins questions what a “commercial flag” means. Town Manager Rossi explains that commercial flags would be business flags or corporate flags. Mr. Hodgkins feels that “commercial flag” is a hard thing to define. Mr. Hodgkins wants confirmation that a commercial flag would be a “for profit business”. Town Manager Rossi states that Mr. Hodgkins is correct.

Mr. Hodgkins questions, in terms of sponsorship or donation recognition, if there is an amount requirement to permit a commercial flag to be hung. Town Manager Rossi explains that is certain policies for advertising such as the little league has advertising at the fields, the school and the ice rink have policies for advertising in their facilities. Town Manager Rossi further explains that there is no dollar value set by the policy.

Mr. Hodgkins questions if this policy would preempt the policies at those facilities. Town Manager Rossi explains that if it meets the criteria it would follow whatever policy is for the existing facilities.

Member Kilduff states that he has struggled with this policy since he read it, and in its current form, cannot support this policy. Member Kilduff further states that he has submitted a copy of the City of Newport’s flag policy, which he reads excerpts of. Member Kilduff also states based on their policy, the flags that are flown are of a collective interest and not necessarily a free expression of the public, and organizations promoting non-hate are allowed to utilize town hall with consent. Member Kilduff cannot support this resolution as it currently is.

Member Kilduff urges the members to evaluate this at a later date.

Peter Lawrence of 12 High View Drive states that as a veteran and taxpayer, he is in full support of this policy.

Suzanna Alba of 85 Colwell Road feels that the flag idea is tricky and by allowing certain flags you will have to allow all flags and how will you pick and choose. Ms. Alba questions the rational of banners/signs. Ms. Alba feels that to be a celebratory and inclusive community signs celebrating an award, a sports championship, Town events, etc. should be allowed.

Dorothy Chin Gerding of 173 Farnum Pike questions if the ice rink is owned by the Town. Town Manager Rossi confirms that the ice rink is owned by the Town. Ms. Gerding questions if the

signs on wall that are paid for must come down. Town Manager Rossi explains that if it is a sponsorship or donation recognition, it is allowed. Ms. Gerding questions if the championship banners must be taken down.

Solicitor Gallone suggests that the language from the Newport policy/resolution can be changed and any flags than what are permitted, those requests must come before the council. Solicitor Gallone also suggests that the council could table this item for future study.

President Lawton states that he has not read Newport's policy/resolution. President Lawton expresses his concerns about the council determining what is appropriate or not.

Member Toppi states that she is open to adding "celebratory sports things". Town Manager Rossi suggests adding promotions items for Town events and Town sponsored events.

Member Toppi thinks that the council should remain neutral.

Member Tassoni feels that the Town/council have more important things to worry than putting flags on a building. Member Tassoni states that the flags that have been on lately almost every one has been decisive. Member Tassoni further states that not everyone gets along today, therefore, every flag that is put up will lead to people who like it and people who don't like it. Member Tassoni also states that you can't pick and choose; it should be no flags.

Motion is made by Member Kilduff, seconded by Member Toppi, to table this agenda item. **Motion fails**

Motion is made is made by Member Toppi, seconded by Member Tassoni, that the Smithfield Town Council hereby approves the policy with the addition of acceptable banners, etc. being that of Smithfield sports. **Motion fails.**

Ms. Chen Gerding states that beyond sports, children participate in DARE, and boy scouts. Ms. Chen Gerding further states it is beyond sports. Ms. Chen Gerding feels this matter should be tabled to "suss out" all of the umbrella items that go in there.

Motion is made by Member Kilduff to adopt the City of Newport's flag policy. No second motion is made. **Motion fails.**

President Lawton states that all three (3) motions have failed, therefore, this item will be tabled to a future meeting.

I. Consider, discuss, and act upon adopting a resolution recognizing the month of June as Pride Month sponsored by Councilman Sean M. Kilduff.

Member Kilduff explains that this resolution is mirrored on many communities across the state. Member Kilduff feels this is a great way for the council to show their support to residents in the Town that identify as lesbian, gay, bisexual, transgender, queer, asexual, etc.

Member Toppi feels that there is a difference from statement and a call to action. Member Toppi refers to the language “call for action to expand equity, diversity, and community safety for all residents”. Member Toppi questions what this means and what it would look like in Smithfield. Member Kilduff states that he will not answer this question.

Member Toppi states that this resolution contains rights that we all already enjoy under the Constitution and under the Civil Rights Act. Member Toppi does not feel that this resolution has a purpose. Member Toppi also feels that any Town Council has the responsibility to promote things that unify all people rather than singling out specific groups.

Elizabeth Worthley of 6 Commodore Avenue states Americans have recognized June as Pride Month as early as 1989 with a Presidential Proclamation, and this resolution reinforces the rights that we should all have but are not all fortunate enough to experience in today’s society. Ms. Worthley strongly urges the council to adopt this resolution and protect/reinforce the rights we are all entitled to.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby adopts a resolution recognizing the month of June as Pride Month sponsored by Councilman Sean M. Kilduff. **Motion is approved by a 3/1 vote. Member Toppi votes nay.**

XII. Public Comment.

Joseph O’Connor of 6 Apple Tree Lane expresses his concerns about a neighborhood petition unanimously voted against by the Zoning Board of Review in August 2022 to grant an addition to Zelano Insurance located at 37 Pleasant View Avenue. Mr. O’Connor explains that there was a provision: no entrance or exit on Apple Tree Lane. Mr. O’Connor feels that unless someone is visiting, there is no rationale to be on that street. Mr. O’Connor gives the members a brief history of the property, which at one time was a medical practice, and the driveway onto Apple Tree Lane was blocked off with a chain and cinder blocks.

Mr. O’Connor further explains that when Zelano Insurance bought the property the chain and cinder blocks remained, however, over the years the chain was removed and the cinder blocks had eroded, allowing access to/from Apple Tree Lane. Mr. O’Connor also explains that access to/from continues even with the provision made by the Zoning Board.

Mr. O’Connor states that he was criticized for not complaining to the police or Town Council about the traffic going to/from the insurance company’s parking lot when he attended a Zoning Board meeting. Mr. O’Connor further states that having lived in Town for fifty-eight (58) years, he has never had a complaint against anyone or the Town. Mr. O’Connor also states that he would like this to be considered his first complaint, and it will not be the last.

Kenneth Orabona of 16 Oakhurst Drive thanks Member Tassoni, President Lawton, and Member Kilduff for his re-appointment to the Planning Board.

Mr. Orabona states that he has lived in Town since he was a young person, and raised his children here. Mr. Orabona further states that he has no intentions of leaving, and if he were to leave, he would exit his position.

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Town Council Meeting
May 16, 2023

Mr. Orabona also states that he has been very active in the Town, and active in raising funds for many organizations.

Mr. Orabona explains that if people feel that he is moving somewhere, he urges them to call him, and he will explain where his residence will be until he dies.

XIII. Adjournment

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

Meeting adjourns at 8:35 p.m.

Town Clerk



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

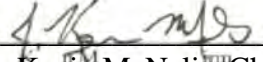
Louis Catarina, Secretary

Anthony E. Ciacciarelli, Member

May 18, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM: 
J. Kevin McNelis, Chairman
Smithfield Sewer Authority

RE: **Narragansett Bay Commission – Sewer Users in Smithfield
Ordinance 294-17; Computation – Ordinance Amendment
Public Hearing**

Honorable Town Council;

Enclosed please find a recommendation for authorization to charge sewer usage rate fees in the 2023 invoice to certain applicable properties within the Smithfield sewer collection system that receive treatment services from the Narragansett Bay Commission (NBC).

In consideration of the support material included with this memorandum, the Sewer Authority recommends consideration the identified properties, which do not receive sewer treatment services from Smithfield, but convey through parts of the Town's piped system, be charged 35% of the annual applicable sewer usage charges each fiscal year into the future.

At this time the Sewer Authority is requesting the Town Council consider the proposed draft amendments to Chapter 294-17 of the Code of Ordinances, title Sewer-Computation whereby a multiplier can be coded to the billing on the respective properties identified.

Moved: The Smithfield Town Council hereby amends Ordinance 294-17, Computation, for the identified sewer customers within the Smithfield sewer collection system that receive treatment services by Narragansett Bay Commission.

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Cleary, PE, Town Engineer
Sharon Gilmore, Finance Dept.

Enclosures: 04/24/2023 Sewer Authority Memorandum to Town Council
Draft Ordinance 294-17; Sewers; Computation
Advertised Public Hearing Notice



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

Anthony E. Ciacciarelli, Member

April 24, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM: 
J. Kevin McNelis, Chairman
Smithfield Sewer Authority

**RE: Narragansett Bay Commission – Sewer Users in Smithfield
Ordinance 294-17; Computation – Draft Ordinance Amendment
Request to schedule Public Hearing**

Honorable Town Council;

Enclosed please find a recommendation for authorization to charge sewer usage rate fees in the 2023 invoice to certain applicable properties within the Smithfield sewer collection system that receive treatment services from the Narragansett Bay Commission (NBC).

In consideration of the support material included with this memorandum, the Sewer Authority recommends consideration the identified properties, which do not receive sewer treatment services from Smithfield, but convey through parts of the Town's piped system, be charged 35% of the annual applicable sewer usage charges each fiscal year into the future.

At this time the Sewer Authority is requesting the Town Council consider scheduling a Public Hearing to consider the draft amendments to Chapter 294-17 of the Code of Ordinances, title Sewer-Computation.

Moved: The Smithfield Town Council hereby schedules a Public Hearing for June 6, 2023 to consider and act upon requested amendments to Ordinance 294-17, Sewer Computation.

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Cleary, PE, Town Engineer
Sharon Gilmore, Finance Dept.

Enclosures: Draft Ordinance 294-17; Sewers; Computation
Draft Public Hearing Notice
12/16/2022 Sewer Authority Memorandum of Recommended NBC User Rate Adjustment

Section 294-17 A.(13) of the Town of Smithfield Code of Ordinances in Chapter 294 entitled “Sewers” is hereby amended as follows.

§ 294-17 Computation.

A.(13): Sewer users connected to parts of the Smithfield Sewer Collection System that receive sewer outside sewer treatment services by the Narragansett Bay Commission shall be charged and annual sewer use equal to 35% of the computed applicable sewer use rates, plus any applicable Industrial Pretreatment Program fees or other municipal sewer use charges that may be imposed.

This ordinance amendment shall take effect thirty (30) days after its adoption.

APPROVED AS TO ITS FORM AND LEGALITY:

TOWN SOLICITOR

ADOPTED: _____, 2023

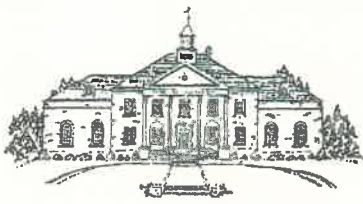
TOWN COUNCIL PRESIDENT

ACTING TOWN CLERK

§ 294-17. Computation. [Adopted 11-22-1977; amended 4-2-1991; 4-16-1996; 3-18-2008; 5-5-2009]

A. Generally. Sewer user charges will be as follows:

- (1) Each single-family dwelling shall be charged at the rate of one unit.
- (2) Each multi-dwelling building shall be charged at the rate of one unit for each dwelling unit and/or apartment unit.
- (3) Rooming houses, tourist homes, hotels and motels shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (4) Restaurants, taverns, bars, grills, lodges, fraternal, charitable and religious organizations that maintain facilities for the preparation and serving of food and/or beverages shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (5) Gasoline service stations and automotive sales and/or repair premises shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (6) So-called car washes or other real premises devoted exclusively to the washing of automotive vehicles by manual, semiautomatic or automatic means shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (7) Lodges, charitable organizations, corporations or associations organized and conducted principally to enable members to meet for divine worship shall be charged at the rate of one unit, unless otherwise chargeable under Subsection A(4) above.
- (8) Laundromats containing manual, semiautomatic, automatic or coin-operated washers, dryers or extractors shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (9) Dry-cleaning establishments, whether a portion of facilities devoted to the normal operation of a laundry or laundromat or a premises devoted exclusively to manual, semiautomatic or coin-operated cleaning of wearing apparel in machines not using water as the cleaning agent, shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (10) Public or private schools, and governmental installations, shall be charged an equivalent number of units based on metered water consumption.
- (11) Commercial establishments, including but not limited to retail stores, wholesale distributors, light manufacturers, industrial plants, business operations, barber and beauty shops, banks, post offices, funeral homes, professional and business offices, lunch bars and other types of business enterprises not otherwise described in this section shall be charged an equivalent number of units based on metered water consumption, with a minimum charge of one unit.
- (12) The Town reserves the right to assess charges for use of the sanitary sewer system by contract in the event a customer does not fall within any of the above classifications.
- (13) Sewer users connected to parts of the Smithfield Sewer Collection System that receive sewer outside sewer treatment services by the Narragansett Bay Commission shall be charged and annual sewer use equal to 35% of the computed applicable sewer use rates, plus any applicable Industrial Pretreatment Program fees or other municipal sewer use charges that may be imposed.



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

December 15, 2022

MEMORANDUM

TO: Smithfield Town Council

FROM: 
J. Kevin McNelis, Chairman
Smithfield Sewer Authority

RE: **Narragansett Bay Commission – Sewer Users in Smithfield
Consideration of Adjusted Rate Structure**

Honorable Town Council;

Enclosed please find a recommendation for authorization to charge sewer usage rate fees in the 2023 invoice to certain applicable properties within the Smithfield sewer collection system that receive treatment services from the Narragansett Bay Commission (NBC).

In consideration of the support material included with this memorandum, the Sewer Authority recommends consideration the identified properties, which do not receive sewer treatment services from Smithfield, but convey through parts of the Town's piped system, be charged 35% of the annual applicable sewer usage charges each fiscal year into the future.

Moved: The Smithfield Town Council hereby authorizes an applicable 35% sewer rate charge schedule for the identified properties receiving treatment of sanitary sewer by the Narragansett Bay Commission.

Cc: *Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Cleary, PE, Town Engineer
Sharon Gilmore, Finance Dept.*

Enclosures



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

November 9, 2022

MEMORANDUM

TO: Smithfield Sewer Authority

FROM: 
Kevin Cleary, PE, LSIT
Town Engineer

RE: **Narragansett Bay Commission – Sewer Users in Smithfield
Consideration of Adjusted Rate Structure**

Sewer Authority - 11/16/2022

Motion: Ernest Powers

Second: Louis Catarina

Vote: 3-0

Dear Sewer Authority Members;

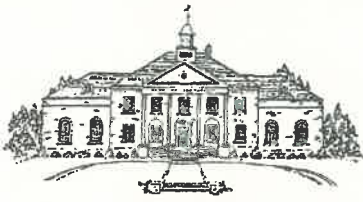
As a result of last month's sewer usage appeal the Sewer Authority forwarded a recommendation to reduce the sewer usage invoice for the 440 George Washington Highway (AP 48 Lot 6). The anomaly that brought the appeal to the Authority's consideration was due to an abnormal high annual usage invoice related to a water leak within the private property and ultimately coincided with the resulting number of sewer units being charged based on the water consumed at the site during the 2022 invoicing.

Given the irregularity and unlikelihood of this type of an incident to occur within this part of the Smithfield sewer system that contributes sewer flows to the Narragansett Bay Commission, it is incumbent upon the Sewer Authority to consider certain segments of sewer flows within the Town's system that discharge to that facility and the user charges within that component.

After review of applicable charges for services the Sewer Authority pays for sewer treatment and conveyance, a model indicates approximately 65% and 35% of the Authority's rate charges are applied, respectively. Further reviewing parts of the collection system where usage contributes to the NBC Facility, there are eleven (11) properties in Smithfield whereby the Authority is charging full user fees to connected properties which the Town does not provide the treatment services.

As such a recommendation to amend the sewer user rate structure for the identified eleven (11) properties is being proposed for consideration by the Sewer Authority and Town Council. As a result of the study completed by the Finance and Engineering Departments, it is recommended the identified eleven (11) properties, upon approval of the Town Council, receive a discounted sewer usage rate charge equal to 35% of the annual sewer invoice which is applicable to collection system conveyance costs only. If approved, each user fee account could be detailed as such and invoiced annually according to a revised rate structure in the next fiscal cycle.

The recommendation would not include any provisions to issue refunds in the current fiscal year or any previous fiscal years, but would fairly remedy the identified billing problems in subsequent fiscal year invoicing. Additionally, the Sewer Authority and Town Council should be aware the net result will be a loss of revenue on average of about \$7,800 (actual cost is subject to water consumption and annual applicable corresponding sewer charges). The \$7,800 loss of revenue would need to be absolved in the balance of sewer rate charges during the next fiscal cycle, as those funds are still required for minimum operational costs of the enterprise fund, beyond any other rate increases that may be forthcoming year to year.



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

Moved: The Smithfield Sewer Authority hereby recommends to the Town Council, the eleven (11) listed properties which are charged annual sewer usage from Smithfield and are provided sewer treatment services by the Narragansett Bay Commission be fairly charged thirty-five (35%) percent of the annual sewer usage invoice due.

*Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Danielle Carey, Finance Director
Sharon Gilmore, Finance Dept.*

Enclosures: Map & Spreadsheet of Sewer Authority users into NBC district

No	AP	Lot	Address	Connected (Y/N)	Invoiced Sewer Usage (Y/N)	FY23 Billing	FY22 Billing	Current Ownership (08-2022)	Current Owner Address	Direct to NBC (Y/N)	Comments
1	48	4C	400 George Washington Highway No Town Sewer Permit	Y	N			AMSDSELL STORAGE VENTURES 73 LLC	20445 EMERALD PARKWAY DR SW SUITE 220 CLEVELAND, OH 44135	Y	Pump System
2	48	4D	390 George Washington Highway No Town Sewer Permit	Y	N			ALCO PROPERTIES LLC	400 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y	Pump System
3	48	5	34 Rocky Hill Road Vacant Land	N	N			COSTANTINO ALFRED A	PO BOX 17336 SMITHFIELD, RI 02917		Not connected
4	48	5A	420 George Washington Highway No Records in File		N			295 REALTY ASSOCIATES LLC C/O WILLIAM STAMP	1744 ATWOOD AVE JOHNSTON, RI 02919	Y?	Should be directly connected to NBC, via pump system
5	48	6	440 George Washington Highway No Town Permit	Y-02/08/2012	Y	\$9,750	\$3,000	HP SMITHFIELD LLC *New owner 2022	35 SUCCOTASH RD SOUTH KINGSTOWN, RI 02879		3 Building Units on the property, combined invoice
6	48	17B	490 George Washington Highway No Records in File	Y	N			FGX INTERNATIONAL INC	500 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y	
7	48	24	21 Rocky Hill Road No Records in File	N	N			GTG PROPERTIES LLC	21 ROCKY HILL RD SMITHFIELD, RI 02917		Not connected
8	48	25	19 Rocky Hill Road CDM Smith Tie Card	N	N			PIRES BRIAN	19 ROCKY HILL ROAD SMITHFIELD, RI 02917		Not connected, but could be.
9	48	26	10 Reservoir Road CDM Tie Card - No Town Sewer Permit	Y-06/26/2009	Y	\$375	\$375	123 ASSOCIATES LLC	187 NORTH MAIN ST PROVIDENCE, RI 02903		Two units
						\$750	\$375				
10	48	26C	16 Reservoir Road RIDEM OWTS in File	N	N			MORIN LAURA AMORIN ARTHUR J	16 RESERVOIR ROAD SMITHFIELD, RI 02917		Not connected
11	48	31	550 George Washington Highway No Town Permit - Photos in File	Y	N			BAR RI4 LLC	122 DOTY CIRCLE WEST SPRINGFIELD, MA 01089	Y	
12	48	33A	510 George Washington Highway No File		N			SILVA JORGE A ET UXSILVA MARIA C TE	510 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y?	Residential, if connected, is direct.
13	48	34	1 Reservoir Road	Y-05/27/2016	Y	\$375	\$375	CN WOOD REALTY SMITHFIELD LLC	1 RESERVOIR RD SMITHFIELD, RI 02917		
14	48	35	1 Rocky Hill Road No File		N			CLOSE LORRAINE A	1 ROCKY HILL RD SMITHFIELD, RI 02917	Y?	Residential, if connected, is direct.
15	48	36	12 Rocky Hill Road No File		N			12 ROCKY HILL RD LLC	PO BOX 254 GREENVILLE, RI 02828		Not connected
16	48	37	18 Rocky Hill Road CDM Smith Tie Card		N			SLADER DANIEL J	18 ROCKY HILL RD SMITHFIELD, RI 02917		Not connected, but could be.
17	48	38	411 Harris Road No Records in File		N			BELLEVEAU MARCH ET UXDONNA M TE	411 HARRIS ROAD SMITHFIELD, RI 02917		Not connected, but could be.
18	48	39	450 George Washington Highway	Y-12/30/2016	Y	\$375	\$375	LONG FAMILY REVOCABLE TRUST ET ALTHE CANAVAN FAMILY TRUST TIC	450 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917		
19	48	40	460 George Washington Highway No Records in File		N			GPM REALTY LLC	460 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y?	
20	48	41A	518 George Washington Highway No Records in File		N			MARTINS JOHN TRUSTTURMEL JAMIE & MARTINS VANI ALISON & MARTINS OLIVIA & PERETTI ROBERT TRUSTEES	197 WOODBURY ST PAWTUCKET, RI 02861	Y?	Residential, if connected, is direct.
21	48	43	515 George Washington Highway No Records in File		N			AND DEVELOPMENT LLC	100 MAIN STREET PAWTUCKET, RI 02860	Y?	Vacant Land

No	AP	Lot	Address	Connected (Y/N)	Invoiced Sewer Usage (Y/N)	FY23 Billing	FY22 Billing	Current Ownership (08-2022)	Current Owner Address	Direct to NBC (Y/N)	Comments
22	48	44A	475 George Washington Highway No Records in File		N			475 GEORGE WASHINGTON LLC	475 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917		Building Under Construction, check permit status. Not presently connected.
23	48	47A	395 George Washington Highway No Town Sewer Permit	Y	N			STATE OF RHODE ISLANDDEPARTMENT OF TRANSPORTATION	REAL ESTATE 2 CAPITOL HILL/ROOM 317 PROVIDENCE, RI 02903-1124	Y?	Should be directly connected to NBC, via pump system
24	48	54	455 George Washington Highway No Records in File		N			BRN JACKSON LLC	455 GEORGE WASHINGTON HWY SMITHFIELD, RI 02917	Y	
25	48	72	23 Business Park Drive No Records in File		Y	\$3,000	\$1,875	SIENNA REALTY LLC	23 BUSINESS PARK DRIVE SMITHFIELD, RI 02917		
26	48	73	21 Business Park Drive No Records in File		Y	\$375	\$375	RI VENTURE GROUP LLC	7701 E TELECOM PKWY TEMPLE TERRACE, FL 33637		
27	48	74	10 Business Park Drive	Y-10/02/2008	Y	\$2,625	\$2,250	HOT AIR HOLDINGS LLC	10 BUSINESS PARK DR SMITHFIELD, RI 02917		
28	48	75	19 Business Park Drive No Town Permit	Y	Y	\$375	\$375	RUHLE & KERR ASSOCIATES LLC	1000 MALONEY CIRCLE BETHLEHEM, PA 18015		
29	48	76	13 Business Park Drive No Records in File		N			DEJANA REALTY OF SMITHFIELD RI LLC	490 PULASKI RD KINGS PARK, NY 11754		Vacant Land
30	48	77	9 Business Park Drive	Y-02/08/2012	Y	\$3,375	\$3,000	DEJANA REALTY OF SMITHFIELD RI LLC	490 PULASKI RD KINGS PARK, NY 11754		
31	48	78	20 Business Park Drive	Y-08/25/2020	Y			AJP REALTY LLC	1500 ELMWOOD AVENUE CRANSTON, RI 02910		Applicable Sewer Usage Charges retroactive back to 10/2020.

FY 23 **FY 22**

Total invoiced amount

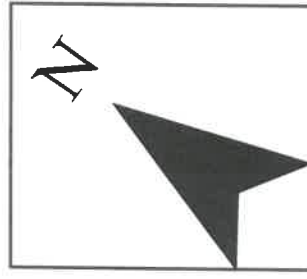
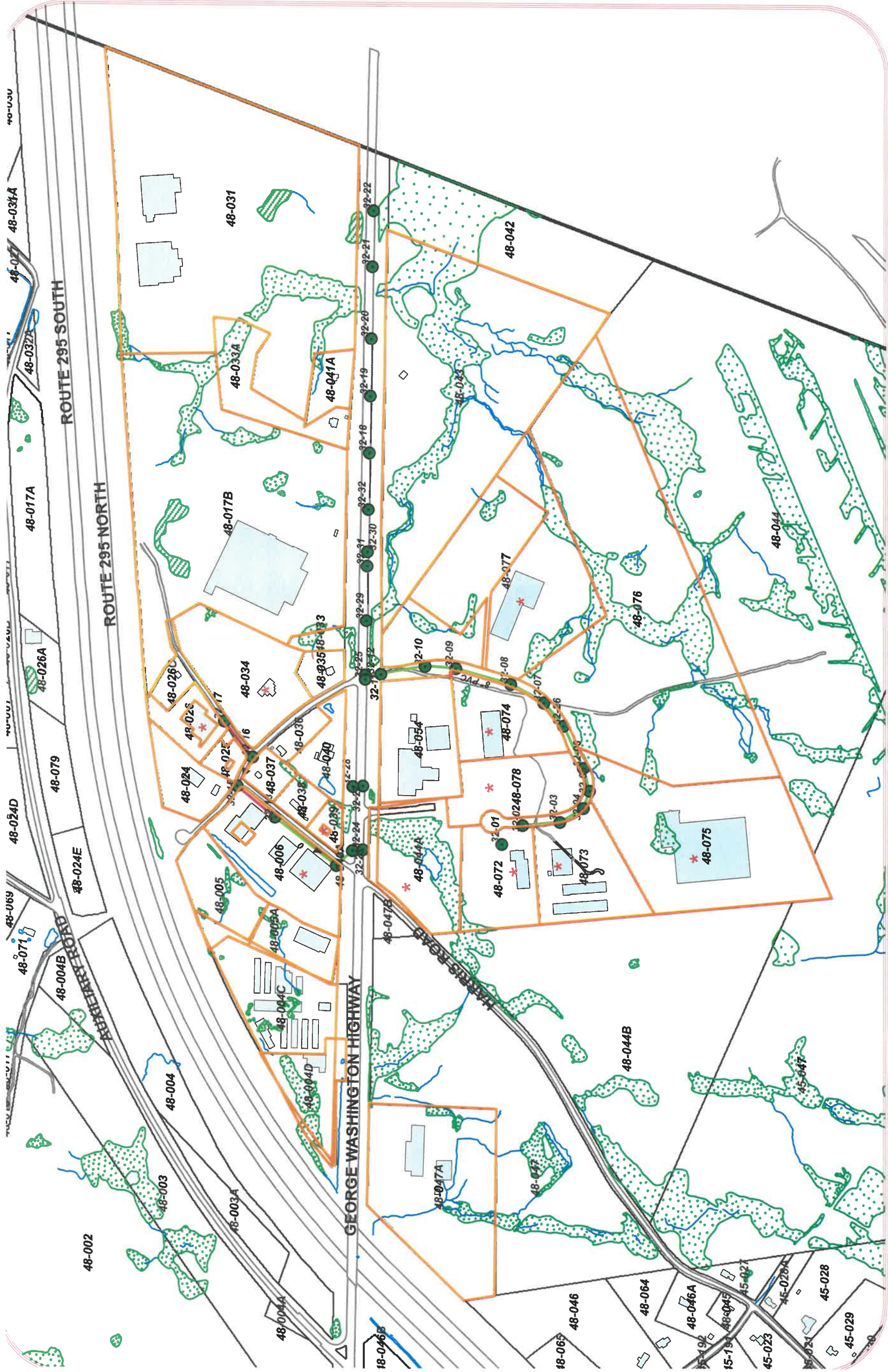
\$20,625 \$12,000

35% Charge for
Collection Maint.

\$7,219 \$4,200

Delta = loss to sewer
fund

-\$13,406 -\$7,800



- Legend**
- Veeolia 2014 UGAM SMH
 - Sewer Manholes Located
 - Sewer Pipes Located
 - <all other values>
 - PIPE_DIA
 - 0
 - 1, 2, 3, 4
 - 6
 - 8
 - 10
 - 12
 - 15
 - 18
 - 21
 - 24
 - 30
 - 36
 - rivers
 - streams
 - wetlands
 - Road Name
 - Edge of Road
 - Easement 06-2021
 - Parcels 06-2021
 - Parcels 02-2020
 - town boundary

* Denotes Sewer Connection to
Smithfield sewer system which
is treated by Narr. Bay Comm.

DISCLAIMER: This map is not a product of a Professional Land Survey. It was created by Smithfield Engineering & GIS for general reference, informational, planning or guidance use and is not a legally authoritative source as to the location of natural or manmade features. The Town of Smithfield makes no warranty, express or implied, related to the spatial accuracy, reliability, completeness or currentness of this map.



Smithfield Town Engineers Office
Sewer Authority - Narr Bay Comm
Sewer User Fund Charges
August, 2022

TOWN OF SMITHFIELD

NOTICE OF PUBLIC HEARING

Public Hearing Date:

Tuesday, June 6, 2023

Time:

7:00 p.m.

Place:

Smithfield Town Hall, 64 Farnum Pike, 2nd Floor

Amendments to Chapter 294-17 of the Code of Ordinance entitled “Sewer Computation”.

The public is welcome to any meeting of the Town Council or its subcommittees. 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.

The *Draft Sewer Computation Amendment to Ordinance 294-17* can be viewed on the Town’s website at: www.smithfieldri.com or by contacting the Engineering Department, 64 Farnum Pike, Smithfield, RI 02917, 401-233-1041. The administrative recording containing all documents on file may be inspected by appointment at the Town Engineer’s Office mentioned above between 8:30 a.m. and 4:00 p.m., Monday through Friday, except holidays.

By order of the Town Council:

Lyn Antonuccio, MPA, CMC
Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby authorizes amendments to Chapter 126 of the Code of Ordinance entitled “Animals” Sections 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53, sponsored by Councilman John J. Tassoni, Jr.

Section 1. Chapters 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53 of the Smithfield Code of ordinances entitled “Animals” is hereby amended as follows.

§ 126-8 **Nuisance abatement.**

- A. The keeping or harboring of any dog, other animal or fowl, whether licensed or not, which by habitual, regular, prolonged and persistent howling, yelping, barking or other noise disturbs or annoys without provocation, a surrounding neighbor, upon verification of such ~~complain~~ exists nuisance by the Animal Control Warden is unlawful and is hereby declared to be a public nuisance; and each day shall constitute a separate offense.
- B. It shall be unlawful to allow or permit any animal to trespass on private or public property so as to damage or destroy any property or thing of value. The trespassing of any animal on private or public property is hereby declared to be a nuisance.
- C. Whenever it shall be affirmed in writing by one or more persons having separate residences or who are regularly employed in the neighborhood that any animal is a nuisance by reason of trespassing, howling, barking or other noise, damaging property, being vicious or by its actions potentially vicious, or in any other manner causing undue annoyance, without provocation, the animal control officer, if he/she finds such nuisance to exist, shall serve verbal or written notice upon the owner or custodian that such nuisance must be abated.
- D. If a dog growls, snaps at, runs after any person, runs after or chases any bicycles, motor vehicles, motorcycles, or any other vehicle being driven, the owner or keeper will be cited and it will result in a mandatory appearance before the Smithfield Municipal Court and shall be subject to a fine not to exceed \$50 plus applicable court costs.
- E. If a dog alone, in a pack, or in a park with other pets, bites or preys upon game animals, domestic animals, fowl, or human beings, the dog's owner or keeper will be cited and it will result in a mandatory appearance before the Smithfield Municipal Court and shall be subject to a fine not to exceed \$100 plus applicable court costs
- F. It shall be unlawful to allow or permit any animal to deposit feces on private or public property other than the property of the animal owner without immediately removing same. Any person that shall allow or permit any animal to deposit feces, without immediately removing same, on private or public property shall be punished by a fine of not less than \$50.00 nor more than \$75.00 for the first offense; not less than \$75.00 nor more than \$125.00 for the second offense; and not less than \$125.00 nor more than \$250.00 for the third and subsequent offense.
- (1) **Enforcement.** Any resident who witnesses a violation of the above section on their property or on a public sidewalk adjacent to their property may file a complaint with town animal control, providing all information necessary for a warning or citation to issue to the violator and promising to be available to testify in court should the complaint result in a citation being issued. The violator may receive a warning upon the first complaint. Upon the filing of a second or subsequent complaint against the same violator, a citation shall be issued, service of which shall be deemed sufficient if mailed to the last known address of the violator. For the purposes of penalties, it shall be deemed a first offense when the first citation was issued.
- G. It shall be unlawful to allow or permit any animal upon those public areas designated as sport playing, practice fields, playgrounds, beaches, or venues. Any violations shall be punished by a fine

of **Warning** for the first offense; not less than **\$50.00 nor more than \$100.00** for the second offense; and not less than **\$100.00 nor more than \$200.00** for the third and subsequent offense.

§ 126-10 Investigation and right of entry.

In the discharge of the duties imposed by this article, the Animal Control Warden or any police officer of this Town shall have the authority at all reasonable times to enter upon any premises outside of the curtilage of such premise (but such authority should not include the right to enter any residence on such premises) to examine a dog or other animal which is allegedly in violation of a provision of this article. Such officers shall have the further authority to take possession of any dog or other animal and remove it from such premises provided that such removal is necessary to protect the health and safety of the animal.

§ 126-16 Penalties for violations.

- A. Violations of the provisions of ~~this article~~ section § 126-14 or the written agreement executed pursuant thereto by an adopting party shall be punishable by a fine of \$50.00 for the first offense, \$150.00 for the second offense and \$400.00 for the third and subsequent offenses. Each and every incidence of noncompliance by an adopting party which continues un-remedied for 30 days after written notice of a violation hereunder shall constitute a subsequent offense and the attendant penalties will apply. Second and subsequent offenses may constitute grounds for seizure and forfeiture of the dog or cat, which seizure will be conducted by the Animal Control Warden or a police officer for the city or town in which the adopting party resides, and the seized animal will be returned to the animal shelter from which it was adopted, which animal shelter will be free to adopt or euthanize the seized dog or cat. The adopting party shall lose all ownership rights in the seized dog or cat, shall forfeit all rights to any fee or deposit paid for the dog or cat, and shall have no claim against the animal shelter or any other person for any expenses incurred by the adopting party for the dog or cat's maintenance. The provisions of this article will be enforced against an adopting party by a dog officer, Animal Control Warden or a police officer for the city or town in which the adopting party resides.
- B. All fines collected under Subsection A of this section will be remitted to the Town Treasurer of Smithfield. Such fines shall be used by the Town only for enforcing animal control laws or ordinances or for programs to reduce the population of unwanted stray dogs and cats in the municipality, including humane education programs or programs for the spaying or neutering of dogs or cats.

§ 126-20 Penalties for violations.

- A. Any animal control officer may issue the person(s) in violation of sections §126-18 and §126-35 a fine of \$100.00 for a first violation, \$200.00 and seizure of animal for a second violation, and \$400.00 and the seizure of the animal for a third violation. Second and subsequent violations of sections §126-18 and §126-35 may be considered violation of R.I.G.L. § 4-1-2. In addition, for second and subsequent offenses, in the event a person is found guilty of a violation of §126-18 and §126-35 this chapter, they may not be permitted to own, keep or harbor or have custody of any animal for a minimum of one year.
- B. In the event that any animal is in conditions or in an environment that, by the discretion of the animal control officer, may be harmful to the health and well-being of the animal, and for the first offense, the owner is not immediately available to correct the problem, the animal may be seized and impounded for safekeeping.

Dogs

§ 126-26 Dog restrictions; complaints.

- A. No dogs are allowed in school yards or on school property whether at large or under restraint; accompanied by its owner, a Service Dog, so-called, is accepted.
- B. No dogs are allowed in any stores or eating places within the Town whether at large or under restraint, unless allowed by the establishment. Service Dog, so-called, are accepted.
- C. It shall be unlawful to keep more than three dogs at the same residence, except as permitted by the Animal Control Warden and health representative. This provision shall not apply to licensed kennels, or to a litter of puppies under six months of age. Dogs kept on any tract of land devoted to commercial agricultural use or property larger than three (3) acres are exempt from the requirements of this section.
- D. All complaints made under the provisions of this article shall be made to the Animal Control Warden and may be made orally; provided, however, that such complaint is, within 48 hours, reduced to writing, and signed by the complainant, showing their address and telephone number.

Article V Animal Shelter

§ 126-45 Cremation fees.

- A. The following fees will be charged for any cremation performed ~~at the~~through Tri-Town Animal Shelter. The fees shall be as follows:
 - (1) Town residents: \$20.00.
 - (2) Nonresidents: \$30.00.
- B. Any fees collected will be turned over to the Town of North Providence Finance Department.

Article VIII Harboring of Cats

§ 126-53 ~~Reserved~~Number of cats; limitation.

It shall be unlawful for any person to own, keep or harbor more than three cats within or about their dwelling or place of abode. Cats kept on any tract of land devoted to commercial agricultural use or property large than three (3) acres are exempt from the requirements of this section. A grandfather clause is added for any persons having three or more cats prior to the adoption of the ordinance from which this section is derived. If, for any reason, the ACO is called to the premises, all paperwork must be given for each cat, so proof of the ownership be known prior to the adoption of the ordinance from which this division is derived.

Section 2. This ordinance will take effect thirty days after its adoption.

APPROVED AS TO ITS FORM AND LEGALITY:

TOWN SOLICITOR

ADOPTED:

TOWN COUNCIL PRESIDENT

TOWN CLERK



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

MEMORANDUM

DATE: May 31, 2023
TO: Smithfield Town Council
FROM: Michael Phillips, Town Planner
RE: Proposed Amendments to Zoning Ordinance

Attached are a number of proposed amendments to the Zoning Ordinance including changes to Section 5.11 Solar Energy Systems and adds a new subsection M. in the Table of Uses, entitled, Adult Recreational Use Cannabis. The amendments generally include changes to Section 5.11 Solar Energy Systems by adding size requirements to the definition of Accessory Solar Energy Systems, reduce the size of what is considered a Large Scale Energy System, eliminates Medium Scale Solar Energy Systems throughout the ordinance, changes the review process for Small and Large Scale Solar Energy Systems and prohibits Large Scale Solar Energy Systems in the R-80, R-200 and Open Space Zones. The amendments also include adding a new use category to Section 4.3 Table of Uses, entitled "Adult Use Cannabis", a use also described in Article 4 – Supplementary Use Regulations that will be prohibited in all zoning districts.

The Planning Board reviewed the proposed amendments at several meetings and voted unanimously at the April 20th meeting to forward the amendments to the Town Council for a consideration.

Recommended Motion: That the Smithfield Town Council adopt the proposed ordinance amendments as recommended by the Planning Board.

Attachments:
Proposed Amendments
Public Hearing Notice

PROPOSED AMENDMENTS TO THE ZONING ORDINANCE – JUNE 6, 2023

5.11 SOLAR ENERGY SYSTEMS

...

5.11.2 Definitions.

- A. Accessory solar energy system: A solar energy system that is incidental and subordinate to the principal use(s) of the parcel and occupies up to 20,000 square feet of area, inclusive of inter-row and panel/collector spacing in a non-residential zone or, occupies up to 1,750 square feet of area, inclusive of inter-row and panel/collector spacing in a residential zone. Accessory solar energy systems shall be permitted in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses.
- B. Building-mounted solar energy system: A solar energy system that is structurally supported by the surface of a building.
- ~~D.~~ G. Large-scale solar energy system: A principal solar energy system that occupies 40,000 more than 1,750 square feet of area or more, inclusive of inter-row and panel/collector spacing. Large Scale Solar Energy Systems are prohibited on all lots zoned for Open Space (OS).
- ~~C.~~ G. Medium-scale solar energy system: A principal solar energy system that occupies more than 1,750 square feet but less than 40,000 square feet of surface area, inclusive of inter-row and panel/collector spacing
- J. Small-scale solar energy system: A principal solar energy system that occupies up to 1,750 square feet of area or less, inclusive of inter-row and panel/collector spacing.

5.11.3 Permitted Uses And Review Process.

- A. Accessory solar energy systems shall be permitted and reviewed pursuant to the requirements of Section 5.11 4, Accessory Solar Energy Systems, and as otherwise indicated in this Ordinance.
- B. All new principal solar energy systems shall be subject to Technical Review, and/or review pursuant to the Town's Land Development and Subdivision Review Regulations. Applications for principal solar energy systems shall be submitted to the Administrative Officer for the Planning Board.
 - a. Small-scale solar energy systems shall be subject to Technical Review unless otherwise indicated in this Ordinance. All new principal solar energy systems shall be subject to Technical Review, and/or review pursuant to the Town's Land Development and Subdivision Review Regulations. Applications for principal solar energy systems shall be submitted to the Administrative Officer for the Planning Board.

- b. ~~Medium-scale and~~ Large-scale solar energy systems shall be subject to Technical Review and review pursuant to the Town's Land Development and Subdivision Review Regulations.
- A. Applications which require Technical Review and/or Major Land Development Project review... following:
 - ...
 - 16. An Environmental Impact Assessment including a carbon sequestration analysis shall be submitted for all ~~medium and~~ large-scale solar energy systems that propose to clear more than 10 acres of forest land.

5.11.4 **Accessory Solar Energy Systems.**

- ~~A.~~ A. Accessory solar energy systems shall be permitted in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses.
- ~~B.~~ B. Accessory solar energy systems up to 1,750 square feet in size shall not be constructed, installed, or modified as provided in this Section before all required building permits are obtained from the Building Department.
- ~~C.~~ C. Applications for an accessory solar energy system shall be submitted to the Smithfield Building and Zoning Officer, unless it is an application for an accessory solar energy system governed by Section 4 (D), in which case the application shall be submitted to the Administrative Officer for the Planning Board.
- ~~D.~~ D. New, or expanded ground mounted accessory solar energy systems greater than 1,750 square feet in size, inclusive of inter-row and panel/collector spacing, shall be subject to Technical Review, as specified in Section 10.9 herein, and shall be reviewed as a Large Scale Solar Energy System and is subject to the provisions of 5.11.5 herein. ~~The Technical Review of new, or expanded accessory solar energy systems of 40,000 square feet or more in size, inclusive of inter-row and panel/collector spacing, shall include a public hearing, advertised and noticed pursuant to the requirements for public notice contained within the Smithfield's Land Development and Subdivision Review Regulations. Technical Review shall be conducted pursuant to and shall meet the standards set forth by the provisions of Section 3, Permitted Uses And Review Process, and the Town's Land Development and Subdivision Review Regulations.~~

5.11.6 **General Requirements For Accessory And Principal Solar Energy Systems.**

- M. All ~~medium and~~ large scale ground-mounted solar energy systems shall be designed and installed to ensure that: ...

5.11.7 **Additional Requirements For Principal Solar Energy Systems In Residential Zoning Districts (R-20, R-20M, R-Med, R-80 And R-200).**

A. Small-scale solar energy systems ...

~~B. Medium-scale solar energy systems in the R-Med, R-80, and R-200 zoning districts, and that otherwise meet the requirements of this Ordinance, shall only be allowed on parcels of ten (10) acres or more and by Special Use Permit.~~

C. Large-scale solar energy systems ~~in the R-80, and R-200 zoning districts, and that otherwise~~ meet the requirements of this Ordinance, shall only be allowed on parcels of ~~fifteen (15) ten (10)~~ acres or more in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses. ~~and by Special Use Permit.~~

D. Unless the ~~Medium-scale or~~ Large-scale solar energy system is roof-mounted, it shall not be permitted on any parcel in a Residential Zoning District that has an existing principal residential use as identified by the Smithfield Zoning Ordinance, Article 4.3(B) Residential Uses.

5.11.8 **Additional Requirements For Principal Solar Energy Systems In Non-Residential Zoning Districts.**

A. Ground-mounted....

~~B. Principal solar energy systems in the V zoning district shall only be roof mounted.~~

Zoning Uses	ZONING DISTRICTS													
	R-200	R-80	R-Med	R-20	R-20M	MU	V	C	HC	LI	I	PC	PD	
D. PUBLIC & SEMI-PUBLIC USES (cont'd.)														
14. Trade School, utilizing heavy machinery	N	N	N	N	N	N	N	N	S	N	S	N	N	
15. Utilities, Public or Private	S	S	S	S	S	S	S	S	S	S	S	S	S	
16. Waste Management Facility, (Public or Private)	N	N	N	N	N	N	N	N	N	N	N	N	N	
17. Accessory Solar Energy System	P	P	P	P	P	P	P	P	P	P	P	P	P	
18. Small-Scale Solar Energy System	S	S	S	N	N	N	N	P	P	P	P	P	P	
18. Medium-Scale Solar Energy System	S	S	S	N	N	N	N	S	P	P	P	P	P	
19. Large-Scale Solar Energy System	NS	NS	N	N	N	N	N	S	S	SP	P	S	S	

4.4 SUPPLEMENTARY USE REGULATIONS

M. ADULT RECREATIONAL USE CANNABIS

Definitions.

For purposes of this chapter, the following words, terms and phrases shall have the following meanings:

(1) “Adult use cannabis” or “recreational cannabis” means cannabis which may be legally possessed and consumed for non-medical purposes by a person who is at least twenty-one (21) years of age.

(2) “Cannabis” or “marijuana” or “marihuana” means all parts of any plant of the genus cannabis not excepted herein, and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol; provided, however, that “cannabis” shall not include:

(i) The mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(ii) Hemp; or

(iii) The weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or other products.

(3) “Cultivation” refers to a cannabis cultivator or marijuana cultivator, which is an entity licensed to cultivate, process and package cannabis, to deliver cannabis to cannabis establishments and to transfer cannabis to other cannabis establishments, but not to consumers.

(4) “Manufacturing” refers to a cannabis product manufacturer or marijuana product manufacturer, which is an entity licensed to obtain, manufacture, process and package cannabis and cannabis products, to deliver cannabis and cannabis products to cannabis establishments and to transfer cannabis and cannabis products to other cannabis establishments, but not to consumers.

(5) “Retail sale” refers to a cannabis retailer or marijuana retailer, which is an entity licensed pursuant to § 21-28.11-10.2 to purchase and deliver cannabis and cannabis products from cannabis establishments and to deliver, sell or otherwise transfer cannabis and cannabis products to cannabis establishments and to consumers.

(6) “Laboratory testing” refers to a cannabis testing laboratory, which is a third-party analytical testing laboratory that is licensed annually by the commission, in consultation with the department of health, to collect and test samples of cannabis and cannabis products pursuant to regulations issued by the commission and is:

(i) Independent financially from any medical cannabis treatment center or any licensee or cannabis establishment for which it conducts a test; and

(ii) Qualified to test cannabis in compliance with regulations promulgated by the commission pursuant to this chapter. The term includes, but is not limited to, a cannabis testing laboratory as provided in § 21-28.11-11.

B. Purpose. It is the intent of this section to regulate the retail sale, cultivation, laboratory testing and manufacturing of adult use cannabis within the Town of Smithfield, in compliance with a November 8, 2022 referendum question.

C. General Prohibition. In order to protect the public health, safety, and welfare, retail sale, cultivation, laboratory testing and manufacturing of adult use cannabis or recreational cannabis, or any other product or activity associated therewith that is the subject to the so-called Rhode Island Cannabis Act, set forth in Rhode Island General Laws §21-28.11-1 et seq., is prohibited within the boundaries of the Town of Smithfield.

D. Severability. If any provision of this section or any rule, regulation, or determination made under this Section, or the application to any person, agency or circumstance, is held invalid by a court of competent jurisdiction, the remainder of this section, rule, regulation, or determination and the application of the provisions to other persons, agencies or circumstances shall not be affected thereby. The invalidity of any provision of this section shall not affect the validity of the remaining provision.

4.3 Table of Uses

Zoning Uses	ZONING DISTRICTS												
	R-200	R-80	R-Med	R-20	R-20M	MU	V	C	HC	LI	I	PC	PD
<u>M. ADULT USE CANNABIS</u>													
<u>1. Cannabis retail sales</u>	N	N	N	N	N	N	N	N	N	N	N	N	N
<u>2. Cannabis cultivator</u>	N	N	N	N	N	N	N	N	N	N	N	N	N
<u>3. Cannabis product manufacturer</u>	N	N	N	N	N	N	N	N	N	N	N	N	N
<u>4. Cannabis testing laboratory</u>	N	N	N	N	N	N	N	N	N	N	N	N	N
<u>5. Hybrid cannabis retailer</u>	N	N	N	N	N	N	N	N	N	N	N	N	N
M <u>M.N.</u> ACCESSORY USES													



THE VALLEY BREEZE & Observer

ABOUT US

The Valley Breeze is
a locally owned newspaper

Office location: 6 Blackstone Valley Place,
Suite #204, Lincoln, RI 02865

Hours: 8:30 a.m. to 5 p.m. weekdays.
Closed weekends and holidays.

Call us: 401-334-9555

Fax: 401-334-9994

Online: www.valleybreeze.com

READER SERVICES

DO YOU HAVE A STORY IDEA?

Contact Jacquelyn Moorehead at jackie@valleybreeze.com or call 401-334-9555, ext. 125. 24-hour, 7-day voice mail.

ADVERTISING – Call your sales representative, or Sales Manager Bob Fisher at 401-334-9555, ext. 127 or email: bob@valleybreeze.com

CLASSIFIEDS – Place ads at valleybreeze.com, or call 401-334-9555 during office hours.

NEWS BRIEFS AND CALENDAR EVENTS

Let others know about events sponsored by your non-profit organization, church or school.

• **Deadline:** Entertainment news is Friday at noon. All other news is Monday 3 p.m.

• **Submit:** We prefer receiving news via e-mail. Send yours to news@valleybreeze.com. You may also fax or mail your item. Receipt does not guarantee publication. Event marketing by for-profit businesses requires paid advertising.

DO YOU HAVE SOMETHING TO CELEBRATE?

Share the good news of your births,

Rhode Island's second **CRUMBL COOKIE** opened last Friday at The Crossing at Smithfield at the old Chipotle location. Above, a selection of cookies sits on the counter as a constant flow of customers flowed through the cookie store Monday night. Crumbl is open Monday-Thursday from 8 a.m. to 10 p.m. and Friday-Saturday from 8 a.m. to midnight.

Smithfield cookie-lovers **KYLIE WELLS** and [unclear] from Crumbl in Smithfield on Monday night and picked up an assortment of weekly special good," and chose a chocolate milk cookie. They left at 7:19 at The Crossing at Smithfield.

TOWN OF SMITHFIELD, RHODE ISLAND PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, June 6, 2023 at 7:00 PM**. The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Article(s) and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: amendments generally include changes to Section 5.11 Solar Energy Systems by adding size requirements to the definition of Accessory Solar Energy Systems, reducing the size of what is considered a Large Scale Energy System, eliminates Medium Scale Solar Energy Systems throughout the ordinance, changes the review process for Small and Large Scale Solar Energy Systems and prohibits Large Scale Solar Energy Systems in the R-80, R-200 and Open Space Zones. Amendments also include adding a new use category to Section 4.3 Table of Uses, entitled "Adult Use Cannabis," a use also described in Article 4 – Supplementary Use Regulations that will be prohibited in all zoning districts.

The above summarized amendments involve changes to the following articles and sections of the ordinance including: Article 4 – Supplementary Use Regulations, Subsection §4.3 Table of Uses, D. Public & Semi- Public Uses, deleting 18. Medium-Scale Solar Energy Systems, amending 19. Large Scale Solar Energy Systems and adding a new use category, M. Adult Use Cannabis; and in Article 4 – Supplementary Use Regulations, adding Subsection 4.4 M. Adult Use Cannabis; amending §5.11 Solar Energy Systems, including, Subsections §5.11.2 Definitions; §5.11.3 Permitted Uses And Review Process; §5.11.4 Accessory Solar Energy Systems; §5.11.6 General Requirements For Accessory And Principal Solar Energy Systems; §5.11.7 Additional Requirements For Principal Solar Energy Systems In Residential Zoning Districts (R-20, R-20M, R-Med, R-80 And R-200); §5.11.8 Additional Requirements For Principal So-

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on June 20, 2023 on the proposed Fiscal Year 2024 budget.

This advertisement will appear in the Providence Journal: 6/7/2023

NOTICE OF PROPOSED PROPERTY TAX RATE CHANGE

The Town of Smithfield proposes to increase its property tax levy to \$60,097,075 in the 2023-2024 budget year; the property tax levy this year is \$58,247,230. The FY 2023 and FY 2024 tax levies have excluded motor vehicle excise tax for the purpose of determining tax levy growth pursuant to current law. **THIS IS A PROPOSED INCREASE OF 3.18%**

It is anticipated that there will be an overall increase in property values and when coupled with the increase in the proposed tax levy will result in a property tax rate of **\$13.88** for residential real estate per \$1,000 of assessed valuation, as compared to the current property tax rate of \$13.36 per \$1,000 of assessed valuation, and **\$19.43** per \$1,000 of assessed valuation for commercial and industrial, as compared to the current property tax rate of \$18.70 per \$1,000 of assessed valuation. Tangible personal property will result in a property tax rate of **\$59.74** per \$1,000 of assessed valuation as compared to the current rate of \$59.74.

A property tax rate of \$14.03 for residential real estate, \$19.64 for commercial real estate and \$59.74 for tangible personal property would be needed in the coming budget year to raise the maximum levy authorized by section 44-5-2 of the general laws.

The Town of Smithfield's budget for fiscal year 2024 will be considered at a Town Council Meeting on Tuesday, June 20, 2023 at 7:00 PM in the Town Council Chambers of Town Hall, 64 Farnum Pike Smithfield, RI 02917.

The above property tax estimates have been computed in a manner approved by the Rhode Island Department of Revenue.

T. Michael Lawton
Town Council President

REPORT TO TAXPAYERS ON CURRENT AND PROPOSED BUDGET

Expenditures - Function or Purpose	Amounts Actually Budgeted for Current Year	Proposed Budget Year
	Operations/Capital 2022 - 2023	Operations/Capital 2023 - 2024
1. Education	\$ 41,224,800	\$ 43,200,372
2. General Financial Administration	983,080	1,007,473
3. Public Works	3,147,908	3,834,511
4. Police Protection and Animal Control	10,124,914	9,515,864
5. Fire Protection	9,918,404	11,390,242
6. Sewerage	1,100	1,100
7. Other Sanitation	1,597,000	1,707,343
8. Parks, Recreation and Neighborhood Center	1,373,426	1,476,216
9. Interest on General Debt	1,874,101	1,872,388
10. Principal on General Debt	2,790,000	2,845,000
11. General Government	2,924,793	3,017,794
12. Town-Wide Obligations	2,987,550	3,082,701
13. Libraries	1,501,002	1,542,709
14. Revaluation	65,000	65,000
15. Boards & Commissions	58,455	106,405
16. Municipal Capital Improvements	2,414,622	1,502,499
Total Expenditures	\$ 82,986,155	\$ 86,167,617
Revenues		
1. Local Property Taxes	\$ 61,098,009	\$ 59,965,594
2. State		
Municipal State Aid	8,464,033	11,240,764
School State Aid	7,460,599	8,742,214
3. Federal	-	951,300
4. Local (Non-Property)		
Miscellaneous Revenue and Interest	3,222,629	2,684,247
Fund Balance Transfers	600,000	600,000
Capital Expenditures and Operations Funds	2,140,885	1,983,498
Total Revenues	\$ 82,986,155	\$ 86,167,617

Certification: This is to certify that data contained in this report is accurate to the best of my knowledge.

Date: May 10, 2023

T. Michael Lawton
Town Council President

Town of Smithfield Rhode Island

2024 Operating Budget

BUDGET & FINANCIAL REVIEW BOARD'S APPROVED

May 10, 2023



Smithfield Town Hall

64 Farnum Pike

Smithfield, RI 02917

Phone: (401) 233-1000 ▪ Fax: (401) 233-1080

Hours: 8:30 am – 4:30 pm ▪ Monday through Friday

www.smithfieldri.com

Town of Smithfield
Fiscal Year 2023 - 2024
Budget & Financial Review Board - Adopted 5/10/2023
General Fund
Budget Book Addendum for Tax Rate Computation

			Page #	FY 2024 Pre-Adoption Amount	FY 2024 B&FRB Amendments	FY 2024 B&FRB Adopted
<u>Revenue Adjustments:</u>						
SAFER Grant			Exhibit-D	\$0	951,300	\$951,300
Total Revenue Adjustment					\$951,300	
<u>Expenditure Adjustments:</u>						
Town Manager			Exhibit - H	\$496,567		\$505,385
	1-01-004-0101	Salary & Wages	Page 164		8,818	
Planning and Economic Development			Exhibit - H	\$239,753		\$234,121
	1-01-007-0101	Salary & Wages	Page 111		(5,632)	
Fire Department			Exhibit - H	\$10,673,941		\$11,390,241
	1-01-031-0101	Salary & Wages	Page 81		644,806	
	1-01-031-0102	Overtime	Page 81		(250,000)	
	1-01-031-0105	Holidays	Page 81		32,236	
	1-01-031-0122	Special Personnel Services	Page 82		21,000	
	1-01-031-0131	FICA/Social Security	Page 82		51,794	
	1-01-031-0142	Medical Insurance - Active (FF)	Page 82		116,916	
	1-01-031-0143	Dental Insurance - Active (FF)	Page 82		4,358	
	1-01-031-0147	Pension - State Pension (FF)	Page 82		48,038	
	1-01-031-0150	Pension - Local Set Aside (FF)	Page 82		6,448	
	1-01-031-0155	Life Insurance	Page 82		2,604	
	1-01-031-0401	Clothing Allowance	Page 82		15,300	
	1-01-031-0494	Uniform Maintenance	Page 83		7,800	
	1-01-031-0524	Gas & Oil	Page 83		15,000	
					\$716,300	
Public Works			Exhibit - H	\$5,374,854		\$5,541,854
	1-01-041-0101	Operations - Salary & Wages	Page 127		5,000	
	1-01-042-0584	Special Projects - Highway Resurfacing - Minor Reconstruction	Page 133		162,000	
					\$167,000	
East Smithfield Public Library			Exhibit - H	\$599,112		\$610,859
	Town Appropriation		Page 91		11,747	
School Department			Exhibit - H	\$43,147,305		\$43,200,372
	Town Appropriation		Page 151		53,067	
Total Expenditure Adjustment					\$951,300	
Net Change to the Fiscal Year 2024 Budget					\$0	

Town of Smithfield
Fiscal Year 2023 - 2024
Budget & Financial Review Board - Adopted 5/10/2023
Sewer Fund
 Budget Book Addendum

	Page #	FY 2024 Pre-Adoption Amount	FY 2024 B&FRB Amendments	FY 2024 B&FRB Adopted
<u>Revenue Adjustments:</u>				
User Charges	Page 207	\$4,008,091	(200,000)	\$3,808,091
Total Revenue Adjustment			<u>(\$200,000)</u>	
<u>Expenditure Adjustment:</u>				
Sewer Authority	Page 204	\$2,500,000		\$2,300,000
1-03-094-0503 Sewer Fund - Contract Services			(200,000)	
Total Expenditure Adjustment			<u>(\$200,000)</u>	
Net Change to the Fiscal Year 2024 Budget			<u><u>\$0</u></u>	

EXHIBIT A**TAX RATE DISCLOSURE**

Town of Smithfield
BUDGET ANALYSIS
FISCAL YEAR 2023-2024

Current Year - Proposed (ESTIMATED)

	Gross Assessed Valuation	Exemptions	Net Assessed Valuation
Residential - Real Estate	2,060,102,310	(5,505,553)	2,054,596,757
Commercial - Real Estate	844,392,080	(39,020,069)	805,372,011
Real Estate - Frozen (Market Value)	639,440,200	(24,687,992)	614,752,208
Tangible Property	214,631,560	(66,799,444)	147,832,116

Tax Levy		Proposed Tax Rate	Prior Year Tax Rate	Increase \$	Increase %
Residential - Real Estate	28,517,803	13.88	13.36	0.52	3.89%
Commercial - Real Estate	15,646,642	19.43	18.70	0.73	3.89%
Real Estate - Frozen	6,969,659				
Tangible Property	8,831,491	59.74	59.74	0.00	0.00%
	<u>59,965,594</u>				

Tax Levies	
Proposed Year Tax Levy	59,965,594
Prior Year Tax Levy	58,247,230
Levy Increase - Amount	1,718,364
Levy Increase - %	2.95%

Tax Levies - Net of Motor Vehicle	
Proposed Year Tax Levy	59,965,594
Prior Year Tax Levy	58,247,230

Levy Increase - Amount	1,718,364
Levy Increase - %	2.95%

Budget Expenses	
GROSS Budget	\$ 86,167,617
TOTAL Revenues	26,202,023
NET Budget (Tax Levy)	<u>\$ 59,965,594</u>
Current Estimated Tax Levy	<u>\$ 59,965,594</u>

EXHIBIT B
Town of Smithfield
FISCAL YEAR 2024
TAX RATE INFORMATION SUMMARY

	TAX RATE RESIDENTIAL REAL ESTATE (1)	PERCENT RATE CHANGE	TAX RATE COMMERCIAL REAL ESTATE	PERCENT RATE CHANGE	TOTAL TAX LEVY	AMOUNT OF FUND BALANCE UTILIZED	AMOUNT FROM OTHER ESCROW FUNDS UTILIZED	TOTAL BUDGET
FY 2024	\$13.88	3.89%	\$19.43	3.89%	\$ 59,965,594	\$ 600,000	\$ 1,983,498	\$ 86,167,617
FY 2023 Revaluation	13.36	0.00%	18.70	0.00%	61,098,009	600,000	2,140,885	82,986,155
FY 2022	17.13	1.90%	18.70	1.91%	60,021,839	600,000	1,775,847	78,754,901
FY 2021	16.81	0.00%	18.35	0.00%	59,670,761	600,000	1,870,547	76,700,583
FY 2020 Revaluation	16.81	-4.27%	18.35	-0.27%	59,752,045	600,000	1,930,998	74,809,085
FY 2019	17.56	0.00%	18.40	0.00%	58,146,492	600,000	2,567,827	74,502,662
FY 2018	17.56	4.96%	18.40	4.96%	58,127,981	600,000	3,155,000	72,285,519
FY 2017 Revaluation	16.73	-4.78%	17.53		56,132,554	600,000	2,765,000	69,045,313
FY 2016	17.57	2.57%			55,094,768	600,000	2,253,300	67,028,007
FY 2015	17.13	-2.23%			53,767,983	550,000	2,230,000	64,785,731
FY 2014 Revaluation (3)	17.52	1.63%			51,713,919	550,000	2,679,182	64,224,223
FY 2013	16.02	1.07%			50,485,821	656,744	3,346,375	62,048,443
FY 2012	15.85	1.67%			49,357,184	450,000	4,661,500	61,942,487
FY 2011 Revaluation	15.59	11.52% (2)			48,233,106	850,000	3,818,674	60,619,089
FY 2010	13.98	2.19%			46,156,583	-	3,500,373	60,970,586
FY 2009	13.68	3.40%			44,064,149	-	3,820,444	61,538,789
FY 2008 Revaluation	13.23	5.19%			41,966,249	-	2,375,833	58,235,323
FY 2007	15.40	4.90%			39,873,408	-	2,217,704	54,947,763
FY 2006	14.68	5.23%			37,721,249	-	2,198,266	51,766,323
FY 2005 Revaluation	13.95	5.50%			35,369,460	-	2,334,444	49,264,872
FY 2004	21.40	8.74%			33,020,550	-	3,331,472	48,100,401
FY 2003	19.68	5.47%			32,372,871	-	1,647,627	44,336,416
FY 2002 Revaluation	18.66	0.00%			29,800,739	100,000	1,040,000	40,622,741
FY 2001	22.40	0.00%			27,891,542	-	1,314,000	38,183,918
FY 2000	22.40	9.75%			27,754,385	-	971,500	36,236,885
FY 1999	20.41	2.56%			25,521,694	1,220,000	1,413,334	34,374,592
FY 1998	19.90	0.00%			24,391,296	1,375,000	1,457,500	33,429,754

Notes:

- The town has utilized \$10,551,744 in Fund Balance and \$62,817,632 in escrow funds in prior years' budgetary procedures.
- 1) The tax rate for motor vehicles remains constant at \$39.00 per thousand. The Phase out exemption is applied based on State mandates.
 - 2) Percentage is based on rate increase, actual tax increase was a 4.5% increase due to revaluation
 - 3) Percentage increase is calculated using the revaluation adjusted rate.

Town of Smithfield
GENERAL FUND
SUMMARY OF REVENUES, TRANSFERS
AND EXPENDITURES ON BUDGETARY BASIS
FISCAL YEAR 2024

	FY 2021¹	FY 2022¹	Appropriated FY 2023	Projected FY 2023	Anticipated FY 2024
<u>REVENUE AND TRANSFERS:</u>					
School State Aid	\$ 6,089,786	\$ 6,966,851	\$ 7,460,599	\$ 7,460,599	\$ 8,742,214
School Receipts - Miscellaneous	457,841	601,843	607,179	607,179	586,548
Property Taxes	60,033,868	60,202,797	61,098,009	58,248,185	59,965,594
Intergovernmental Revenue	5,377,369	6,139,896	8,464,033	11,482,727	11,240,764
Licenses, Fees and Permits	1,225,681	1,276,283	915,000	1,150,000	975,000
Departmental Revenue	1,053,488	642,464	529,475	529,475	1,568,999
Miscellaneous	736,669	457,010	1,170,975	1,170,975	505,000
Other Financing Sources	3,533,001	3,862,834	600,000	2,649,417	600,000
Revenue for Capital Exp. and Operations	1,595,547	1,531,897	2,140,885	2,140,885	1,983,498
Total Revenue and Transfers	\$ 80,103,250	\$ 81,681,876	\$ 82,986,155	\$ 85,439,442	\$86,167,617
<u>EXPENDITURES:</u>					
General Government	\$ 3,677,007	\$ 3,586,511	\$ 3,894,153	\$ 3,905,848	\$ 4,056,998
Public Safety	19,694,141	20,596,990	20,043,317	20,609,574	20,906,105
Public Works	4,823,883	4,618,687	4,744,908	4,744,908	5,541,854
Public Health and Assistance	14,522	14,500	25,325	25,325	25,325
Recreation and Senior Center	1,129,210	1,222,941	1,373,426	1,376,816	1,476,216
Libraries	1,454,008	1,471,571	1,501,002	1,501,002	1,542,709
Education	39,075,701	40,418,021	41,224,800	43,059,265	43,200,372
Miscellaneous	2,532,056	2,568,534	3,100,500	3,105,500	3,198,151
Debt Service	2,359,700	2,979,560	4,664,101	4,696,582	4,717,388
Municipal Capital Improvements	2,214,388	1,393,032	2,414,622	2,414,622	1,502,499
Total Expenditures	\$ 76,974,615	\$ 78,870,347	\$ 82,986,155	\$ 85,439,442	\$86,167,617
EXCESS OF REVENUES AND TRANSFERS OVER EXPENDITURES INCLUDING RUBS ²	\$ 3,128,635	\$ 2,811,529	\$ 0	\$ 0	\$ 0

Note: 1. FY 2021 and 2022 are audited amounts.
2. RUB = Reappropriated Unexpended Balance

Town of Smithfield

GENERAL FUND

ACTUAL AND ANTICIPATED REVENUES

FISCAL YEAR 2024

	FY 2021	FY 2022	Appropriated FY 2023	Projected FY 2023	Anticipated FY 2024
<u>MISCELLANEOUS STATE & LOCAL REVENUES</u>					
<u>School Aid</u>					
State Aid Schools	6,089,786	6,966,851	7,460,599	7,460,599	8,742,214
<u>State Revenues</u>					
School Housing Aid	300,648	267,750	1,998,125	1,998,125	1,561,250
Payment-in-lieu of Taxes - University/Airport	977,391	900,667	941,869	941,869	941,869
Telephone Tax	269,396	258,355	258,355	258,355	269,260
Hotel Tax / Meals Tax	862,394	1,153,398	1,185,684	1,185,684	1,369,691
Motor Vehicle Phase-out	2,967,540	3,559,726	4,080,000	7,098,694	7,098,694
<u>Federal Aid</u>					
SAFER Grant	621,621	196,061	-	-	951,300
<u>Local - Non-Property Tax Revenue</u>					
School Miscellaneous	457,841	601,843	607,179	607,179	586,548
Departmental Revenue	431,867	446,403	529,475	529,475	617,699
Local Miscellaneous	239,089	123,649	200,000	200,000	200,000
Licenses, Fees and Permits	1,225,681	1,276,283	915,000	1,150,000	975,000
Impact Fees	75,000	75,000	645,975	645,975	-
Interest on Invested Funds	7,085	(12,464)	25,000	25,000	25,000
Interest on Taxes	415,495	270,825	300,000	300,000	280,000
<u>Revenue for Capital Exp. and Operations</u>					
Revenue for Capital Exp. and Operations	1,595,547	1,531,897	2,140,885	2,140,885	1,983,498
<u>Other Financing Sources</u>					
Lease Proceeds	-	146,537	-	-	-
Transfers from Fund Balance	3,533,001	3,716,297	600,000	2,649,417	600,000
<i>Total Miscellaneous Revenue</i>	20,069,382	21,479,078	21,888,146	27,191,257	26,202,023
<u>Local Property Tax Revenues</u>					
	60,033,868	60,202,797	61,098,009	58,248,185	59,965,594
<i>TOTAL - ACTUAL AND ANTICIPATED REVENUES</i>					
	\$ 80,103,250	\$ 81,681,875	\$ 82,986,155	\$ 85,439,442	\$ 86,167,617

Town of Smithfield

GENERAL FUND

REVENUE DETAIL SUMMARY

FISCAL YEAR 2024

ANTICIPATED REVENUE - GENERAL FUND		FY 2023 - 2024
<u>Miscellaneous State & Local Revenue</u>		
<u>State Revenues</u>		
School Housing Aid	\$ 1,561,250	
Payment-in-Lieu of Taxes - University & Airport	941,869	
Telephone Tax	269,260	
Hotel Tax / Meals Tax	1,369,691	
Motor Vehicle Phase-out	7,098,694	
Total - State Revenues:		11,240,764
<u>Federal Aid</u>		
SAFER Grant	951,300	
Total - Federal Revenues:		951,300
<u>Local - Non-Property Tax Revenue</u>		
Local Miscellaneous - Town	1,316,660	
Local Miscellaneous - School	586,548	
Impact Fees	-	
Indirect Cost Transfers from Enterprise Funds	476,039	
Reserve for Future Tax Assessments	600,000	
Interest on Invested Funds	25,000	
Interest on Taxes	280,000	
Total - Local Miscellaneous:		3,284,247
Total - State & Local Revenues		15,476,311
<u>Revenue for Capital Expenditures and Operations</u>		
Rescue Billing Fund	1,200,000	
Police Capital Equipment Escrow Fund	198,498	
Reallocation of RUBS and Prior Capital	185,000	
Capital Reserve Fund	400,000	
Total - Capital Expenditures and Operations Revenues		1,983,498
<u>School Revenues - State Aid</u>		
State Aid School		8,742,214
<u>Local Property Tax Revenues</u>		
Local Taxes (Tax Levy)		59,965,594
TOTAL - ANTICIPATED REVENUE		\$ 86,167,617

Town of Smithfield

GENERAL FUND & ENTERPRISE FUNDS

EXPENDITURES - SUMMARY BY DEPARTMENT FISCAL YEAR 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2023-2024	FY 2023-2024	FY 2023-2024
Department	Actual	Actual	Appropriation	Projected	Request	Town Manager's	B&FRB Budget
1 Building Official	425,276	462,524	474,232	474,231	547,604	527,864	527,864
2 Treasurer-Tax Collector	679,703	696,562	687,220	697,910	709,153	703,795	703,795
3 Tax Assessor	277,631	269,559	295,861	297,081	305,283	303,678	303,678
4 Fire Department	9,817,241	10,540,669	9,918,404	10,484,660	10,853,794	10,673,941	11,390,242
5 East Smithfield Library	575,849	575,849	587,365	587,365	748,829	599,112	610,859
6 Greenville Library	878,159	895,722	913,637	913,637	1,013,815	931,850	931,850
7 Senior Center Department	399,319	453,389	480,227	483,197	511,293	504,795	504,795
8 East Smithfield Neighborhood Center	11,343	-	6,465	6,465	6,465	6,465	6,465
9 Planning and Economic Development	234,760	211,491	234,121	231,621	241,358	239,753	234,121
10 Police Department	9,652,893	9,828,057	9,897,338	9,897,338	10,352,117	9,256,187	9,256,187
11 Animal Control	224,007	228,265	227,576	227,576	259,678	259,677	259,677
12 Public Works	4,823,883	4,618,687	4,744,908	4,744,908	6,776,239	5,374,854	5,541,854
13 Parks and Recreation	718,548	769,552	886,734	887,154	970,481	964,956	964,956
14 Town Engineer	357,669	325,237	389,412	352,063	398,489	396,557	396,557
15 School Department	39,075,701	40,418,021	41,224,800	43,059,265	43,810,445	43,147,305	43,200,372
16 Town Clerk	391,426	322,391	420,619	420,619	430,100	416,342	416,342
17 Town Manager	399,810	443,575	478,284	492,838	517,306	496,567	505,385
18 Town Hall	132,210	148,730	171,536	170,736	175,346	171,536	171,536
19 Human Services	22	-	10,825	10,825	10,825	10,825	10,825
20 Emergency Management Agency	42,079	102,752	116,365	118,865	120,497	120,496	120,496
21 Legislative and Policy	661,409	563,524	568,049	550,534	577,819	570,819	570,819
22 Town-Aided Programs	59,550	60,350	61,350	61,350	63,850	63,850	63,850
23 Board of Assessment Review	-	135	250	250	250	250	250
24 Board of Canvassers	48,652	12,423	13,350	54,650	55,350	53,350	53,350
25 Conservation Commission	12,468	15,994	18,230	18,150	20,730	20,730	20,730
26 Economic Development Commission	1,375	1,530	2,750	2,750	2,750	2,750	2,750
27 Land Trust Commission	2,883	4,006	5,750	5,750	11,200	11,200	11,200
28 Planning Board	800	400	1,250	1,350	1,250	1,250	1,250
29 Soil Erosion Committee	500	250	875	450	875	875	875
30 Board of Affordable Housing	-	250	1,500	1,500	1,500	1,500	1,500
31 Zoning Board	8,355	4,925	8,500	8,500	8,500	8,500	8,500
32 Other Boards & Commissions	-	254	6,000	6,000	6,000	6,000	6,000
33 System-Wide Municipal Obligations	2,487,006	2,522,684	3,053,650	3,058,650	3,188,799	3,148,801	3,148,801
34 Municipal Debt Service	2,359,700	2,979,560	4,664,101	4,696,582	4,784,888	4,717,388	4,717,388
35 Municipal Capital Improvements	2,214,388	1,393,032	2,414,622	2,414,622	4,396,666	1,502,499	1,502,499
Total General Fund Expenditures	76,974,615	78,870,347	82,986,154	85,439,442	91,879,543	85,216,317	86,167,617
1 Smithfield Sewer Authority	3,452,730	3,604,381	4,086,891	2,957,646	4,279,711	4,279,711	4,079,711
2 Smithfield Water Supply Board	1,562,251	1,768,072	2,151,354	2,043,954	2,240,925	2,240,925	2,240,925
3 Smithfield Ice Rink	646,527	729,444	806,416	704,390	778,192	778,192	778,192
Total Enterprise Fund Expenditures	5,661,508	6,101,897	7,044,661	5,705,990	7,298,828	7,298,828	7,098,828
TOTAL EXPENDITURES	\$ 82,636,123	\$ 84,972,244	90,030,815	\$ 91,145,432	99,178,371	92,515,145	93,266,445

Town of Smithfield
GENERAL FUND
CAPITAL IMPROVEMENT PROJECTS
FISCAL YEAR 2024

FIRE DEPARTMENT

Protective Clothing	\$ 40,000	
Deputy Chief Vehicle Replacement	80,000	
New Fire Pumper - Engine 1 - Payment #1	120,000	
Fire Hose Replacement	10,000	
Replace 1 set of JAWS	45,000	
Ladder Truck Replacement - Payment #1	156,000	
Equipment for New Engine & New Ladder	40,000	
New Rescue 1, Final Payment	50,000	
Total Fire Department		\$ 541,000

POLICE DEPARTMENT

Replace 4 aging Police Vehicles, Payment (1 of 4)	\$ 60,000	
4 - 2022 Cruisers, Payment (2 of 4)	67,918	
5 - 2021 Cruisers, Payment (1 of 4)	43,581	
Taser Replacement, Payment (2 of 5)	12,000	
Computer upgrades for new CAD system	15,000	
Total Police Department		\$ 198,499

PARKS AND RECREATION DEPARTMENT

Truck Replacement Program, Payment (1 of 2)	\$ 38,250	
Parks & Rec Maintenance Facility	50,000	
Whipple Field Renovations	25,000	
Total Parks Department		\$ 113,250

PUBLIC WORKS DEPARTMENT

Lease Payment (3 of 4) Heavy Duty Fleet Vehicles	\$ 108,250	
Failed Roof replacement DPW Garage	125,000	
Equipment Replacement, Payment (1 of 4)	121,500	
Total Public Works Department		\$ 354,750

LEGISLATIVE AND POLICY

Mountindale Road Culvert Design	\$ 60,000	
Spencer Street Drainage Bypass	85,000	
TarkIn Road Culvert Replacement	40,000	
School Capital Reserve	10,000	
Camp Sheppard Lease Payment (2 of 10)	100,000	
Total Legislative and Policy		\$ 295,000

PROPOSED CAPITAL IMPROVEMENT PROJECTS

\$ 1,502,499

LESS: REVENUE TOWARD PROJECTS

Police Department Equipment Account	\$ 198,499	
Fire Department - Rescue Billing	541,000	
Capital Reserve Fund	400,000	
Total Revenue/Grants Toward Projects		<u>\$ 1,139,499</u>

TOTAL TAX LEVY UTILIZED FOR PROPOSED CAPITAL IMPROVEMENT PROJECTS
LESS REVENUE TOWARDS PROJECTS

\$ 363,000

Town of Smithfield

GENERAL FUND & ENTERPRISE FUNDS

OPERATING EXPENDITURES BY DEPARTMENT

FISCAL YEAR 2024

COMPARISON OF FY 2023 APPROPRIATED AND FY 2024 B&FRB RECOMMENDED

	Department	FY 2023 Appropriation	FY 2023 Projected	FY 2023-2024 Requested	FY 2023-2024 Town Manager's	FY 2023-2024 B&FRB Budget	Amount Change	Percentage Change
1	Building Official	474,232	474,231	547,604	527,864	527,864	53,633	11.31%
2	Treasurer-Tax Collector	687,220	697,910	709,153	703,795	703,795	16,575	2.41%
3	Tax Assessor	295,861	297,081	305,283	303,678	303,678	7,817	2.64%
4	Fire Department	9,918,404	10,484,660	10,853,794	10,673,941	11,390,242	1,471,838	14.84%
5	East Smithfield Library	587,365	587,365	748,829	599,112	610,859	23,494	4.00%
6	Greenville Library	913,637	913,637	1,013,815	931,850	931,850	18,213	1.99%
7	Senior Center Department	480,227	483,197	511,293	504,795	504,795	24,568	5.12%
8	East Smithfield Neighborhood Center	6,465	6,465	6,465	6,465	6,465	-	0.00%
9	Planning and Economic Development	234,121	231,621	241,358	239,753	234,121	(0)	0.00%
10	Police Department	9,897,338	9,897,338	10,352,117	9,256,187	9,256,187	(641,151)	-6.48%
11	Animal Control	227,576	227,576	259,678	259,677	259,677	32,101	14.11%
12	Public Works	4,744,908	4,744,908	6,776,239	5,374,854	5,541,854	796,946	16.80%
13	Parks and Recreation	886,734	887,154	970,481	964,956	964,956	78,222	8.82%
14	Town Engineer	389,412	352,063	398,489	396,557	396,557	7,145	1.83%
15	School Department	41,224,800	43,059,265	43,810,445	43,147,305	43,200,372	1,975,572	4.79%
16	Town Clerk	420,619	420,619	430,100	416,342	416,342	(4,277)	-1.02%
17	Town Manager	478,284	492,838	517,306	496,567	505,385	27,101	5.67%
18	Town Hall	171,536	170,736	175,346	171,536	171,536	-	0.00%
19	Human Services	10,825	10,825	10,825	10,825	10,825	0	0.00%
20	Emergency Management Agency	116,365	118,865	120,497	120,496	120,496	4,131	3.55%
21	Legislative and Policy	568,049	550,534	577,819	570,819	570,819	2,770	0.49%
22	Town-Aided Programs	61,350	61,350	63,850	63,850	63,850	2,500	4.07%
23	Board of Assessment Review	250	250	250	250	250	-	0.00%
23	Board of Canvassers	13,350	54,650	55,350	53,350	53,350	40,000	299.63%
23	Conservation Commission	18,230	18,150	20,730	20,730	20,730	2,500	13.71%
23	Economic Development Commission	2,750	2,750	2,750	2,750	2,750	-	0.00%
23	Land Trust Commission	5,750	5,750	11,200	11,200	11,200	5,450	94.78%
23	Planning Board	1,250	1,350	1,250	1,250	1,250	-	0.00%
29	Soil Erosion Committee	875	450	875	875	875	-	0.00%
30	Board of Affordable Housing	1,500	1,500	1,500	1,500	1,500	-	0.00%
31	Zoning Board	8,500	8,500	8,500	8,500	8,500	-	0.00%
32	Other Boards & Commissions	6,000	6,000	6,000	6,000	6,000	-	0.00%
33	System-Wide Municipal Obligations	3,053,650	3,058,650	3,188,799	3,148,801	3,148,801	95,151	3.12%
34	Municipal Debt Service	4,664,101	4,696,582	4,784,888	4,717,388	4,717,388	53,287	1.14%
35	Municipal Capital Improvements	2,414,622	2,414,622	4,396,666	1,502,499	1,502,499	(912,123)	-37.77%
	Total General Fund Expenditures	82,986,154	85,439,442	91,879,543	85,216,317	86,167,617	3,181,463	3.83%
1	Smithfield Sewer Authority	4,086,891	2,957,646	4,279,711	4,279,711	4,079,711	(7,180)	-0.18%
2	Smithfield Water Supply Board	2,151,354	2,043,954	2,240,925	2,240,925	2,240,925	89,570	4.16%
3	Smithfield Ice Rink	806,416	704,390	778,192	778,192	778,192	(28,224)	-3.50%
	Total Enterprise Fund Expenditures	7,044,661	5,705,990	7,298,828	7,298,828	7,098,828	54,167	0.77%
	TOTAL EXPENDITURES	\$ 90,030,815	\$ 91,145,432	99,178,371	\$ 92,515,145	\$ 93,266,445	3,235,630	3.59%

Town of Smithfield
GENERAL FUND
BALANCE SHEET
FISCAL YEAR ENDED JUNE 30, 2022

ASSETS

Cash, Investments, and cash equivalents	\$ 22,899,429
Property taxes receivable	1,846,270
Due from other funds, entities and intergovernmental receivable	8,999,220
<i>TOTAL ASSETS</i>	<u><u>\$ 33,744,919</u></u>

LIABILITIES, DEFERRED INFLOW, AND FUND BALANCE

Liabilities:

Accounts payable and accrued expenses	\$ 2,149,045
Due to other funds and intergovernmental payable	16,575,779
Other Liabilities	584,179
<i>Total Liabilities</i>	<u><u>19,309,003</u></u>

Deferred Inflow of Resources:

Unavailable tax and fee revenue	681,516
---------------------------------	---------

Fund Balance:

Non-spendable	2,246,834
Committed	4,868,674
Unassigned	6,638,892
<i>Total Fund Balance</i>	<u><u>13,754,400</u></u>

***TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES,
AND FUND BALANCE***

\$ 33,744,919

Town of Smithfield
Summary of Debt Service to General Fund Expenditures

(Gross of Outside Revenue)

Budget	Fiscal 2024	%	Fiscal 2023	%	\$ Change	% Change
Municipal Budget	\$ 38,249,857	44.4%	\$ 37,097,254	44.7%	\$ 1,152,603	3.11%
Debt Service	<u>1,565,297</u>	<u>1.8%</u>	<u>1,668,976</u>	<u>2.0%</u>	<u>(103,679)</u>	<u>-6.21%</u>
Total Municipal	\$ 39,815,154	46.2%	\$ 38,766,230	46.7%	\$ 1,048,924	2.71%
School Budget	\$ 43,200,372	50.1%	\$ 41,224,800	49.7%	\$ 1,975,572	4.79%
Debt Service	<u>3,152,091</u>	<u>3.7%</u>	<u>2,995,125</u>	<u>3.6%</u>	<u>156,966</u>	<u>5.24%</u>
Total School	\$ 46,352,463	53.8%	\$ 44,219,925	53.3%	\$ 2,132,538	4.82%
Operating Budget	\$ 81,450,229	94.5%	\$ 78,322,054	94.4%	\$ 3,128,175	3.99%
Debt Service	<u>4,717,388</u>	<u>5.5%</u>	<u>4,664,101</u>	<u>5.6%</u>	<u>53,287</u>	<u>1.14%</u>
Total Budget	\$ 86,167,617	100.0%	\$ 82,986,155	100.0%	\$ 3,181,462	3.83%

**Town of Smithfield
Charter Amendment Balances
Fiscal Year 2024**

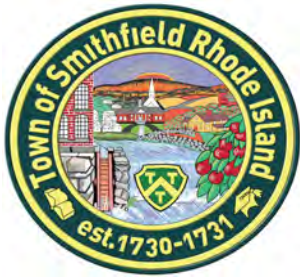
Unassigned Fund Balance June 30, 2022	\$ <u>6,638,892</u>
---------------------------------------	---------------------

	<u>Land Trust</u>	<u>Capital Reserve Fund</u>
Fund Balance as of June 30, 2022	\$ 214,310	\$ 1,141,153
Fiscal Year '23 Designated Contributions	-	(400,000)
Fund Balance Available	<u>214,310</u>	<u>741,153</u>
 Fiscal Year 2023 Expenditures	 <u>-</u>	 <u>-</u>
Estimated Cash Balance June 30, 2023	\$ 214,310	\$ 741,153
Fiscal Year Proposed 2024 Expenditures	<u>-</u>	<u>(400,000)</u>
Estimated Fund Balance June 30, 2024	<u>\$ 214,310</u>	<u>\$ 341,153</u>

Municipal Debt Service

7/1/2023 - 6/30/2024

		Payment Date	Principal	Interest		Total
Town						
	\$4.520 GO 5/12 (Refunded 97 & 03)	10/15/2023	\$ 250,000	2.05%	2,563	\$ 252,563
						252,563
	\$4.355 GO 11/20 (Refunded 11A & 12B)	7/15/2023		0.929%	19,214	19,214
		1/15/2024	575,000	0.929%	19,214	594,214
						613,428
	\$2.050 GO 11/20 (Refunded 2011A)	7/15/2023		5.00%	39,850	39,850
		1/15/2024	205,000	5.00%	39,850	244,850
						284,700
	\$4.375 GO 12/15	11/15/2023		5.00%	80,063	80,063
		5/15/2024	300,000	5.00%	80,063	380,063
						460,126
	\$6.075 GO 9/16	9/1/2023	305,000	4.00%	57,853	362,853
		3/1/2024		4.00%	51,753	51,753
						414,606
	\$35.985 GO 9/21	11/15/2023			656,250	656,250
		5/15/2023	1,210,000	5.00%	656,250	1,866,250
						2,522,500
	\$6.618 RIIB 12/22	9/1/2023		2.09%	84,733	84,733
		3/1/2024		2.09%	84,733	84,733
						169,465
	Total Town Debt Service		\$ 2,845,000		\$ 1,872,388	\$ 4,717,388
Sewer *						
	\$560K RI Clean Water Finance Bonds	9/1/2023	38,275	1.01%	582	38,857
		3/1/2024		1.01%	293	293
						39,150
	\$4.0 RI Clean Water Finance Bonds	9/1/2023	186,931	2.11%	31,387	218,318
		3/1/2024		2.11%	28,947	28,947
						247,265
	\$3.37 RI Clean Water Finance Bonds	9/1/2023	168,450	1.82%	26,160	194,610
		3/1/2024		1.82%	24,206	24,206
						218,816
	Total Sewer Debt Service		\$ 393,656		\$ 111,575	\$ 505,231
* Sewer Bonds are budgeted in Sewer Fund						
Water *						
	\$3.0 RI Infrastructure Bank	9/1/2023	105,925	2.12%	30,826	136,751
		3/1/2024		2.12%	40,467	40,467
						177,218
	Total Water Debt Service		\$ 105,925		\$ 71,293	\$ 177,218



Memorandum

DATE: May 31, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Transfer of a Class B-Victualler Liquor License from JNN, Inc., d/b/a “Rocco’s Pub & Grub” to Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub” for the June 6th Town Council Meeting

BACKGROUND:

Conduct a Public Hearing to consider approving the transfer of a Class B-Victualler Liquor License from JNN, Inc. d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike, to Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, same location, to include Outdoor Seating/Bar Service 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 copy of the Retail Sales Permit and final approval from the RI Department of Health.

TOWN REVENUE:

Fee for a Class B-Victualler Liquor License is \$600.00 per year, however in the event of a transfer there is no fee

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Copy of TIP Cards
Certificate of Good Standing
Notice of Public Hearing that appeared in the Valley Breeze on the following dates: May 25, 2023 and June 1, 2023
Drawing of outdoor seating area
Copy of menu

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the transfer of a Class B-Victualler License from JNN, Inc. d/b/a “Rocco’s Pub & Grub” to Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit and final approval from the RI Department of Health.

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.

TO INCLUDE OUTDOOR SEATING/
BAR SERVICE

Date of Application:

Type of License: CLASS B-VICTUALLER
(FULL PRIVILEGE)

License Application Status: NEW RENEWAL ☒ TRANSFER

Name of Applicant: LISA J DeGeorge

Date of Birth: 8/23/67

Resident Address: 4 Belknap Drive
Johnston RI 02919

Business Address: 55 South Douglas Pike
Smithfield RI 02917

Map:

Lot:

Corporation Name: LeeDee Inc.

Resident Telephone: 401-741-8408 Business Telephone: 401-741-8408

Operating Under Trade Name of: Rocco's Pub & Grill

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

RI Owner 8/23/1967

Describe Operation of Business:

Required to fill requested
Hours of Operation:

11am - 1am Sun - Sat

Signature of Applicant: Lisa DeGeorge Title: Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: John B Petrini

Address: 372 - Greenville Ave
Johnston RI 02919

Telephone: 401-527-8138

Name: Anthony DeGeorge

Address: 4 Belknap Drive
Johnston RI 02919

Telephone: 401-649-3571

Police Chief: [Signature]

For Official Use Only

Fire Chief: [Signature]

Building Official: [Signature]

Owner of Premises: [Signature]

RI Dept. of Health: _____

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: 3/25/23

1. NAME OF CANDIDATE: (PRINT)

DeGeorge LISA Jane
LAST FIRST MIDDLE

Petrini
MAIDEN NAME

08/23/1967

2. DATE OF BIRTH

4 Belknap Drive Johnston

4. CURRENT ADDRESS

Beverage Food Alcohol

6. TYPE OF BUSINESS

yes
8. IS BUSINESS INCORPORATED

Providence

3. PLACE OF BIRTH

Rocas Pub & Grub

5. NAME OF BUSINESS

55 Douglas Pike Smithfield RI 02917

7. BUSINESS ADDRESS

Lisa J DeGeorge
IF SO, LIST OFFICERS

401-741-8408

9. BUSINESS PHONE

401-741-8408

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>01/01/2000</u>	<u>current</u>	<u>4 Belknap Drive</u>	<u>Johnston RI</u>

12. Have you ever been arrested or detained by any police agency? YES X 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>JOHN PETRINI</u>	<u>372 Greenville Ave Johnston RI</u>	<u>401-527-8138</u>
NAME	ADDRESS	PHONE
2. <u>Barbara Petrini</u>	<u>372 Greenville Ave Johnston RI</u>	<u>401-378-0747</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE:

Lisa DeGeorge

Witness:

Andrew P...



State of Rhode Island
OFFICE OF THE ATTORNEY GENERAL

4 Howard Avenue • Cranston, RI 02920

(401) 274-4400 • www.riag.ri.gov

Peter F. Neronha

Attorney General

Bureau of Criminal Identification and Investigation
Rhode Island Criminal Record Information

This Rhode Island Criminal Record Information report was generated on 03/15/2023 08:49 AM in response to your request for a **State** Background Check. The report contains **Rhode Island** criminal record information that is maintained by the Attorney General's Bureau of Criminal Identification and Investigation (BCI). This report contains only that **Rhode Island** criminal record information to which the requestor is entitled based on information provided by the requestor at the time of the request.

Rhode Island criminal record information included in this report is based on **fingerprint-supported** arrests. The information in this report is created and provided by entities other than BCI and BCI is not responsible for incorrect or incomplete information contained herein, or for any omissions from the contributing agencies.

Subject

Name: LISA DE GEORGE

Date of Birth: 08-23-1967

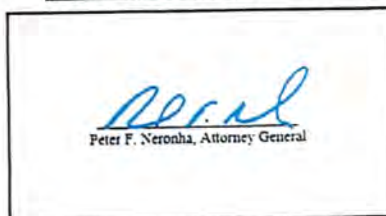
Report Summary

No **Rhode Island criminal conviction** matching the subject has been found.

What does this report mean? This report:

- Reflects that BCI does not have any records of a Rhode Island fingerprint-supported arrest that resulted in a criminal conviction or that is pending prosecution.
- Does NOT contain Rhode Island criminal record information on any arrest that did not result in a criminal conviction.
- Does NOT contain criminal record information from other sources such as the federal government, other states, or juvenile records.

THIS FORM IS NOT VALID WITHOUT THE SEAL OF THE ATTORNEY GENERAL



Peter F. Neronha, Attorney General

R.I. State Bureau of
Criminal Identification

March 15, 2023

Conducted By: AM5

This Rhode Island criminal record information is **confidential** and may be used only by the requestor for the purpose provided by the requestor at the time of the request. Release of this information is made pursuant to R.I.G.L. § § 12-1-4 and 38-2-2(4)(d) upon receipt of the subject's written authorization.



State of Rhode Island
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800



Notice ID:	10015338882
Case ID:	20215368
Taxpayer ID:	843346559

LIQUOR LICENSE CERTIFICATE OF GOOD STANDING

For the purpose of:

LIQUOR LICENSE MAJOR SALE OR TRANSFER

It appears from our records that JNN INC, located at 55 DOUGLAS PIKE and operating under Rhode Island sales tax permit number 84-3346559, has filed all the required returns due for this Certificate of Good Standing and paid all known tax liabilities as of this date. JNN INC is in good standing with the Rhode Island Division of Taxation (Division) as of 05/12/2023. This Certificate of Good Standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Certificate of Good Standing does not cover any violation of Chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet been issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

NEENA S. SAVAGE
TAX ADMINISTRATOR

IAN BEAUREGARD, Supervising Revenue Officer
Compliance and Collections



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Islanda Sou

is awarded this certificate for

TIPS Rhode Island On-Premise Alcohol Server Training



Hours
3.00



Completion Date
11/29/2022



Expiration Date
11/28/2025



Certificate #
RI-ON-000027243383

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



[CUT HERE]



[CUT HERE]

RI On-Premise

Issued: 11/29/2022

Certificate #: RI-ON-000027243383

Islanda Sou

7 Barrett street
Cranston

RI 02910

CERTIFIED

Expires: 11/28/2025



Phone: 800-438-8477

www.gettips.com

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

Signature _____



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Joseph Bakleh

is awarded this certificate for

TIPS Rhode Island On-Premise Alcohol Server Training



Hours
3.00



Completion Date
11/28/2022



Expiration Date
11/27/2025



Certificate #
RI-ON-000027342225

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78748 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued to: 00000000
Certificate #: RI-ON-000027342225

Joseph Bakleh
RI-ON On-Premise Alcohol
Server Training

CERTIFIED

Signature: 00000000



Phone: 888-438-8477
www.gettips.com

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

Signature _____



CERTIFICATE OF COMPLETION

This certifies that

Renai Taylor Sanchez

is awarded this certificate for

TIPS Rhode Island On-Premise Alcohol Server Training



Hours
3.00



Completion Date
05/04/2023



Expiration Date
05/03/2026



Certificate #
RI-QN-00002873857

A handwritten signature in black ink, appearing to read "Renai Taylor Sanchez".

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78748 | 877.887.2235 | www.360training.com

[CUT HERE]

[CUT HERE]

TIPS On-Premise
Issued 05/04/2023
Certificate # RI-QN-00002873857

Renai Taylor Sanchez
ID Last Name In
Certificate RI 0000

CERTIFIED

Expires 05/03/2026



Phone: 800-438-8477
www.gettips.com

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

Signature _____



CERTIFICATE OF COMPLETION

This certifies that

Naomi Ashley

is awarded this certificate for

TIPS Rhode Island On-Premise Alcohol Server Training



Hours
3.00



Completion Date
08/04/2023



Expiration Date
08/03/2026



Certificate #
RI-ON-000026782743

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78745 | 877.881.2255 | www.360training.com

(CUT HERE)

(CUT HERE)



RI On-Premise

Issued 08/04/2023
Certificate # RI-ON-000026782743

Naomi Ashley
601 South Main St
Lincoln RI 02865

CERTIFIED

Expires 08/03/2026



Phone: 800-435-8477

www.gettips.com

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

Signature _____

TOWN OF SMITHFIELD INTOXICATING BEVERAGE LICENSE

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 (To Include Outdoor Seating and Bar Service)

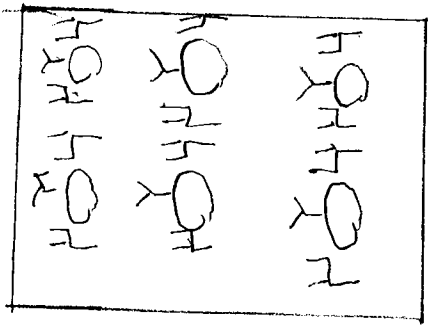
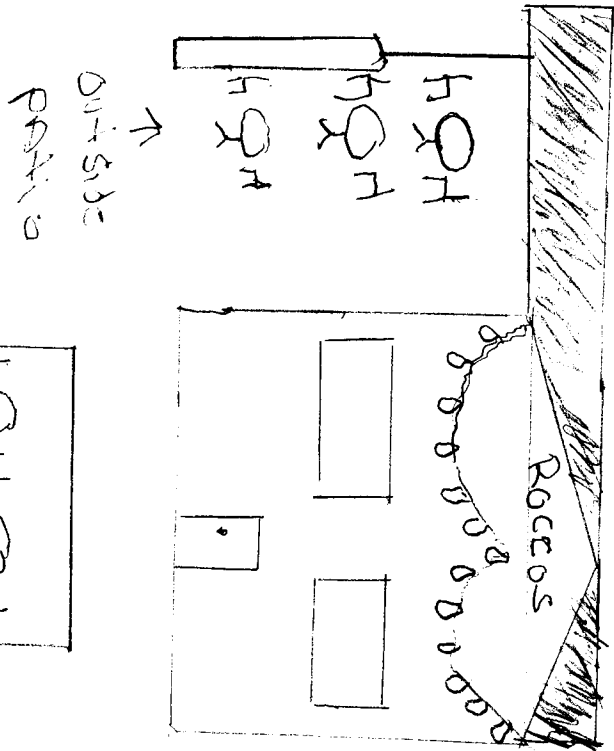
JNN, Inc. d/b/a "Rocco's Pub & Grub", 55 Douglas Pike

TO: Lee Deg, Inc. d/b/a "Rocco's Pub & Grub", same location in the Town of Smithfield

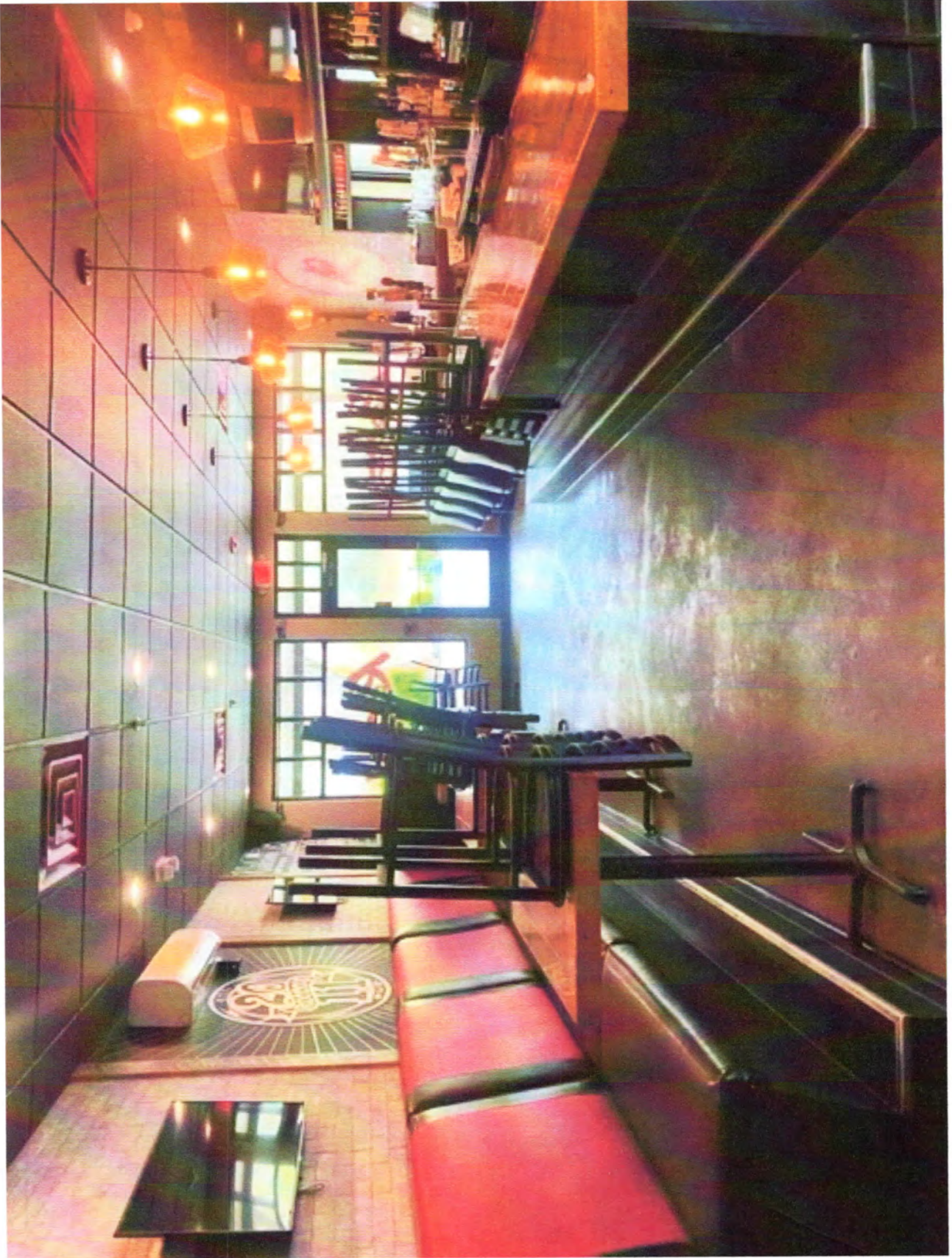
The above named application will be in order for a hearing of the Town Council on June 6, 2023, at 7:00 p.m., Smithfield Town Hall, Council Chambers, 64 Farnum Pike at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. 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, Town Clerk

Parking



← Outside
patio





FRIED PICKLES

Locally brined, buttermilk marinade, chipotle ranch dip

\$14

PHILLY CHEESE STEAK EGGROLLS

Hand-Rolled, shaved ribeye steak, American cheese, Mon!
chipotle ranch dipping

SOUTHWEST EGGROLLS

Grilled chicken, black beans, corn, red onion, tomato, three cheese blend, topped with
tortilla strips & diced avocado, Southwest ranch dipping

\$16

BRIOCHE SLIDER | BBQ PULLED PORK

Cheddar, onion strings, side of slaw

BRIOCHE SLIDER | CHEESEBURGER

Mac sauce, onion straws, shredded lettuce, pickles

\$16

BRIOCHE SLIDER | CRISPY CHICKEN

Lettuce, tomato, bacon, special sauce, onion straws

BRIOCHE SLIDER | CHICKEN PESTO

Fresh mozzarella, roasted red pepper, arugula

\$16

ROCCO'S NACHOS

Monterey Jack, tomatoes, red onion, black beans, jalapeno
Grilled Chicken +\$6 · Guacamole +\$6 · BBQ Pulled F
Shaved Steak +\$8

FRIED AVOCADO

With side of chipotle ranch

\$15

BUFFALO CHICKEN DIP

Cheese blend, tortilla chips

CAULIFLOWER - KUNG PAO

Tempura Cauliflower, Kung Pao sauce, Cilantro Lime Aioli

\$13

CAULIFLOWER - BUFFALO

Cauliflower tossed in a Buffalo sauce served over veggie n

GENERAL TSO'S DUMPLINGS

Chicken dumplings mixed with our own sweet & savory General Tso sauce

\$15

QUESADILLAS

Monterey Jack, red onion, tomato, cilantro, salsa & sour cre
with Fries

FRIED MOZZARELLA

House Made & Free-Formed Mozzarella, fried in Italian Panko crumbs

\$14

Plain Cheese Quesadilla \$8.95 · Regular Quesadilla \$1
Grilled Chicken +\$4 · Guacamole +\$4 · BBQ Pulled F
Shaved Steak +\$4

SPINACH ARTICHOKE

Served with tortilla chips

\$14

FRIED BRUSSELS SPROUTS

Balsamic reduction, topped with pancetta

SALADS

Add Chicken (crispy or grilled) +4 • Sirloin Steak +6
Make any salad listed below a wrap w/ side of fries

CAESAR

\$13

Romaine, Croutons, Shaved Parmesan, House-made Caesar Dressing

🍽️ 📄 📱

HOUSE

Mixed Greens, tomato, English cucumber, shaved carrots, made Honey Balsamic

SOUTHWEST

\$14

Romaine, Black Beans, Avocado, Corn, Cilantro, tomato, red onion, three cheese ble...
tortilla strips, Southwest Ranch dressing

COBB

Mixed Greens & Romaine w/ grilled chicken, avocado, che
Cheese, Bacon, hard-boiled egg, Buttermilk Ranch Dressin

BLUE WEDGE

\$17

Iceberg, grilled buffalo chicken, crumbled blue cheese, applewood smoked bacon,
pickled red onion, cherry tomatoes, buttermilk ranch

CAPRESE

Fresh Mozzarella, Prosciutto, Tomato, Fresh Basil, Arugula

FRESH WINGS

BONELESS WINGS

\$15

Tossed in your choice of Wing Sauce or Dry

🍽️ 📄 📱

BONE-IN WINGS

7pcs \$14 • 10pcs \$16 • 14pcs \$20 • 20pcs \$26 • 30pcs

🍽️ 📄 📱

CLASSIC SAUCES

Add bacon bits to any wing sauce \$2.50

24 KARAT GOLD

ALOHA

BBQ

HONEY BBQ

BIG MAC

BOOM BOOM

GARLIC PARMESAN

BUFFA-Q

BUFFALO

CHIPOTLE AVOCADO

DRY RUB

GENERAL TSO'S

HONEY MUSTARD

HONEY TERIYAKI

HOT HONEY GARLIC

KOREAN RED CHILI

KUNG PAO

LEMON PEPPER (DRY RUB)

MANGO HABANERO

TERIYAKI

THAI CHILI

NASHVILLE HOT

CHIPOTLE RANCH

TRUFFLE AIOLI

COMBOS

BAD HASS

Buffalo/Thai Chili/Cilantro Lime topped w/ Avocado

\$2

BOBBY MASELLO

Thai Chili / Rocco's Juice

COWBOY UP

BBQ / Rocco's Juice

DRAGON'S BLOOD

Buffalo / BBQ / Teriyaki

DRAGON'S FIRE

Buffalo / Teriyaki

DUSTY BAKER

Rocco's Juice / Buffalo

ISLANDA'S

Mango Honey Truffle

LIQUID GOLD

Honey Mustard / BBQ / Buffalo

MATTY B

Buffalo / Dry Rub

PACIFIC RIM

Teriyaki / Thai Chili

SWEET GARLIC CHILI

Sweet & Sour / Thai Chili

HANDHELDS

Comes with Hand-cut french fries.

Upgrade to upgrade to tater tots or house salad for \$2.50

Upgrade to a premium side for \$3

CHIPOTLE CHICKEN WRAP

Grilled chicken, RI peppers, Bacon, Avocado, Chipotle Avocado Aioli, Cheddar, lettuce, tomato

\$15

PHILLY CHEESE STEAK

Grilled Peppers, onions & American cheese

\$15

*BACON AVOCADO BURGER

Mozzarella, bacon, avocado, pickled red onion, Chipotle Avocado

\$16

*BAJA BURGER

Jalapenos, Bacon, Pepper Jack cheese, guacamole, lettuce, tortilla strips, lime zest

\$16

*FIRE BURGER

RI peppers, bacon, cheddar, chipotle ranch

\$16

*BACON JAM BURGER

Maple bourbon bacon jam, gorgonzola cheese, fried egg, arugula, tomato

\$17

SMITHFIELD COWBOY WRAP

Grilled BBQ chicken, melted Cheddar, bacon, onion straws

📷 1 page 0 REVIEWS

CHICKEN & WAFFLES

Seasoned fried chicken, Belgium waffles, maple aioli
Nashville Hot Option +\$1



📷 1 page 0 REVIEWS

*MUSHROOM SWISS BURGER

Sautéed mushroom, Swiss cheese, truffle aioli

CRISPY FISH SANDO

Lettuce, tomato, tartar sauce, side of slaw on brioche bun

*JOLANDA'S DELUXE BURGER

Fried pickles, bacon, cheddar, chipotle ranch

BUTTERMILK FRIED CHICKEN

Hand breaded chicken breast, lettuce, tomato, thick cut ba
chipotle ranch, on brioche

FLATBREADS

PROSCIUTTO ARUGULA

\$19

Prosciutto, arugula, sliced tomato, fresh mozzarella, shaved parmesan, lemon zest, white truffle oil

**BBQ CHICKEN**

\$18

Grilled BBQ chicken, aged yellow cheddar, scallions, onion straws & ranch

POMODORO

\$16

Classic Tomato Sauce, Mozzarella, Grated Parmesan, Fresh Basil
Add Pepperoni +\$1.50

CALI CLUB

\$20

Grilled chicken, chipotle ranch, lettuce, tomatoes, Monterey jack cheese, bacon, diced avocado

CHICKEN PESTO CAPRESE

\$19

Basil Pesto, fresh tomato, fresh mozzarella, finished with balsamic glaze drizzle

MARGHERITA

Olive oil, garlic, fresh mozzarella, fresh basil & tomato

BUFFALO BILL

Grilled buffalo chicken, mozzarella, gorgonzola, mascarpone

FIGGY FLATBREAD

Fig jam, caramelized onion, mascarpone, arugula, balsamic

LOADED POTATO

Mashed potato, cheddar blend, green onion, bacon, sour cream

TACOS

FISH

\$14

Fried or pan-seared cod, pickled red onion, Napa slaw, cilantro lime aioli

**CARNITAS**

\$14

Pork, lettuce, tomatoes, sweet plantains, aloha sauce, red onion, cilantro lime crema, cotija cheese

BUFFALO CAULIFLOWER

\$14

Tempura Cauliflower tossed in buffalo sauce, shredded lettuce, diced avocado, ranch

CRISPY KOREAN

Korean red Chili Tenders, cabbage slaw, cucumber wasabi

CHIPOTLE CHICKEN RANCH

Crispy tenders, lettuce, tomatoes, red onion, cheddar, chipotle

***CARNE ASADA**

Sliced Sirloin Steak, pico de gallo, lettuce, cilantro-lime crema

© 2020

ENTRÉES

FISH & CHIPS

New England style, hand-cut french fries, Home-made tartar & coleslaw

\$19

CHICKEN PARMESAN

Panko crusted chicken cutlet, house-made marinara, mozzarella

PASTA ALLA VODKA

Marinara, vodka & a touch of cream, penne pasta
Add Grilled Chicken +\$2

\$17

BRAISED PORK SHANK

Served over garlic mashed potatoes, roasted vegetables

PESTO CHICKEN TORTELLINI

Sun-dried tomatoes, fresh basil, parmesan

\$18

TORTELLINI CARBONARA

Pancetta, peas, parmesan cheese, fresh parsley in a rich cream sauce

BAKED MAC AND CHEESE

Topped with bacon, baked with romano panko crumbs

\$17

BLACKENED CHICKEN FLORENTINE

Linguine tossed with baby spinach and chopped tomato in a blackening sauce

PREMIUM SIDES

ROCCO'S FRIES

Garlic, Parm Cheese, Togarashi, chipotle ketchup

\$8

LOADED TOTS

Melted Monterey Jack, bacon, scallions, side of sour cream

TRUFFLE TOTS

Truffle aioli, shaved parmesan

\$9

SWEET POTATO TOTS

SIDES

HAND-CUT FRENCH FRIES

\$6

TATER TOTS

COLESLAW

\$5

SMALL HOUSE SALAD

SMALL CAESAR SALAD

\$6

MASHED POTATOES

DESSERTS

Please ask your server for our seasonal dessert choices

**Consumption of raw or under-cooked foods of animal origin will increase your risk of foodborne illness. Consumers who are vulnerable should only eat food from animals thoroughly cooked. It is the consumer's responsibility to notify staff of any food allergies prior to ordering.*

Made with by Popmenu

Location

Smithfield
55 Douglas Pike
Smithfield, RI 02917
(401) 349-2250

Monday:
Closed

Tuesday - Friday:
4:00 pm - 10:00 pm

Saturday:
12:00 pm - 10:00 pm

Sunday:
3:00 pm - 9:00 pm



Memorandum

DATE: May 31, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub” for the June 6th
Town Council Meeting

BACKGROUND:

Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, has applied for a new Victualling License for their business located at 55 Douglas Pike.

TOWN REVENUE:

Fee for a Victualling License is \$50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Copy of menu

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, 55 Douglas Pike with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, signatures of the Smithfield Fire Chief, owner of premises, a copy of the Retail Sales Permit and final approval from the RI Department of Health.

FEE: \$50.00

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 5/8/23

Type of License: Virtualing Check One: One:

New ☒ Renewal ☐ Amended ☐

Name of Applicant: Lisa DeGeorge

Date of Birth: 8/28/67

Resident Address: 4 Belfield Drive

Business Address: 55 Douglas Ave Smithfield RI

Operating Under Trade Name of: Roccos Pub + Grub

Resident Telephone: 401-741-8408 Business Telephone: 63917

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

Name: Lisa Petroni Address: 4 Belfield Drive Title: President DOB: 8/23/67

Name: Lisa Petroni Address:) Title: Secretary DOB: 7

Name: Lisa Petroni Address:) Title: Treasurer DOB: 7

Describe operation of business: Restaurant & Bar

Requested Hours of Operation: 11am - 1am

Signature of Applicant: Lisa DeGeorge Title: Owner

Applies to business establishments only:

In case of emergency/person to contact

Name: John Petroni Address: 372 Greenville Ave Phone: 401-527-8138

Name: Tony Pina Address: 160 Richard St Phone: 401-263-6083

For Official Use Only

Police Chief: X
Building Official: X
RI Dept. of Health: X

Fire Chief: X
Owner of premises: X

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on

() Approved () Denied

License #:

Date

Issued:

the above stated application was:

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

NO Criminal
Record

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 3/25/23

1. NAME OF CANDIDATE: (PRINT)

DeGeorge Lisa Jane
LAST FIRST MIDDLE

Petrini
MAIDEN NAME

08/23/1967

2. DATE OF BIRTH

4 Belknap Drive Johnston

4. CURRENT ADDRESS

Beverage Food Alcohol

6. TYPE OF BUSINESS

yes

8. IS BUSINESS INCORPORATED

Providence

3. PLACE OF BIRTH

Rucos Pub & Grub

5. NAME OF BUSINESS

55 Douglas Pike Smithfield RI 02917

7. BUSINESS ADDRESS

Lisa J DeGeorge

IF SO, LIST OFFICERS

401-741-8408

9. BUSINESS PHONE

401-741-8408

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>01/01/2000</u>	<u>current</u>	<u>4 Belknap Drive</u>	<u>Johnston RI</u>

12. Have you ever been arrested or detained by any police agency? YES X 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>JOHN PETRINI</u>	<u>372 Greenville Ave Johnston RI</u>	<u>401-527-8138</u>
NAME	ADDRESS	PHONE
2. <u>Barbara Petrini</u>	<u>372 Greenville Ave Johnston RI</u>	<u>401-378-0747</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE:

Lisa DeGeorge

Witness:

Andrew Pels

FRIED PICKLES

Locally brined, buttermilk marinade, chipotle ranch dip

\$14

SOUTHWEST EGGROLLS

Grilled chicken, black beans, corn, red onion, tomato, three cheese blend, topped with tortilla strips & diced avocado, Southwest ranch dipping

\$16

BRIOCHE SLIDER | CHEESEBURGER

Mac sauce, onion straws, shredded lettuce, pickles

\$16

BRIOCHE SLIDER | CHICKEN PESTO

Fresh mozzarella, roasted red pepper, arugula

\$16

FRIED AVOCADO

With side of chipotle ranch

\$15

CAULIFLOWER - KUNG PAO

Tempura Cauliflower, Kung Pao sauce, Cilantro Lime Aioli

\$13

GENERAL TSO'S DUMPLINGS

Chicken dumplings mixed with our own sweet & savory General Tso sauce

\$15

FRIED MOZZARELLA

House Made & Free-Formed Mozzarella, fried in Italian Panko crumbs

\$14

SPINACH ARTICHOKE

Served with tortilla chips

\$14

PHILLY CHEESE STEAK EGGROLLS

Hand-Rolled, shaved ribeye steak, American cheese, Monterey Jack, chipotle ranch dipping

BRIOCHE SLIDER | BBQ PULLED PORK

Cheddar, onion strings, side of slaw

BRIOCHE SLIDER | CRISPY CHICKEN

Lettuce, tomato, bacon, special sauce, onion straws

ROCCO'S NACHOS

Monterey Jack, tomatoes, red onion, black beans, jalapeno
Grilled Chicken +\$6 · Guacamole +\$6 · BBQ Pulled Pork +\$8
Shaved Steak +\$8

BUFFALO CHICKEN DIP

Cheese blend, tortilla chips

CAULIFLOWER - BUFFALO

Cauliflower tossed in a Buffalo sauce served over veggie noodles

QUESADILLAS

Monterey Jack, red onion, tomato, cilantro, salsa & sour cream
with Fries

Plain Cheese Quesadilla \$8.95 · Regular Quesadilla \$10.95
Grilled Chicken +\$4 · Guacamole +\$4 · BBQ Pulled Pork +\$4
Shaved Steak +\$4

FRIED BRUSSELS SPROUTS

Balsamic reduction, topped with pancetta

SALADS

Add Chicken (crispy or grilled) +4 • Sirloin Steak +6
Make any salad listed below a wrap w/ side of fries

CAESAR

Romaine, Croutons, Shaved Parmesan, House-made Caesar Dressing

\$13

HOUSE

Mixed Greens, tomato, English cucumber, shaved carrots,
made Honey Balsamic

SOUTHWEST

Romaine, Black Beans, Avocado, Corn, Cilantro, tomato, red onion, three cheese ble...
tortilla strips, Southwest Ranch dressing

\$14

COBB

Mixed Greens & Romaine w/ grilled chicken, avocado, che
Cheese, Bacon, hard-boiled egg, Buttermilk Ranch Dressin

BLUE WEDGE

Iceberg, grilled buffalo chicken, crumbled blue cheese, applewood smoked bacon,
pickled red onion, cherry tomatoes, buttermilk ranch

\$17

CAPRESE

Fresh Mozzarella, Prosciutto, Tomato, Fresh Basil, Arugula

FRESH WINGS

BONELESS WINGS

Tossed in your choice of Wing Sauce or Dry

\$15

BONE-IN WINGS

7pcs \$14 · 10pcs \$16 · 14pcs \$20 · 20pcs \$26 · 30pcs

CLASSIC SAUCES

Add bacon bits to any wing sauce \$2.50

24 KARAT GOLD

BBQ

BIG MAC

GARLIC PARMESAN

BUFFALO

DRY RUB

HONEY MUSTARD

HOT HONEY GARLIC

KUNG PAO

MANGO HABANERO

THAI CHILI

CHIPOTLE RANCH

ALOHA

HONEY BBQ

BOOM BOOM

BUFFA-Q

CHIPOTLE AVOCADO

GENERAL TSO'S

HONEY TERIYAKI

KOREAN RED CHILI

LEMON PEPPER (DRY RUB)

TERIYAKI

NASHVILLE HOT

TRUFFLE AIOLI

COMBOS

BAD HASS

Buffalo/Thai Chili/Cilantro Lime topped w/ Avocado

\$2

BOBBY MASELLO

Thai Chili / Rocco's Juice

COWBOY UP

BBQ / Rocco's Juice

DRAGON'S BLOOD

Buffalo / BBQ / Teriyaki

DRAGON'S FIRE

Buffalo / Teriyaki

DUSTY BAKER

Rocco's Juice / Buffalo

ISLANDA'S

Mango Honey Truffle

LIQUID GOLD

Honey Mustard / BBQ / Buffalo

MATTY B

Buffalo / Dry Rub

PACIFIC RIM

Teriyaki / Thai Chili

SWEET GARLIC CHILI

Sweet & Sour / Thai Chili

HANDHELDS

Comes with Hand-cut french fries.

Upgrade to upgrade to tater tots or house salad for \$2.50

Upgrade to a premium side for \$3

CHIPOTLE CHICKEN WRAP

Grilled chicken, RI peppers, Bacon, Avocado, Chipotle Avocado Aioli, Cheddar, lettuce, tomato

\$15

PHILLY CHEESE STEAK

Grilled Peppers, onions & American cheese

\$15

*BACON AVOCADO BURGER

Mozzarella, bacon, avocado, pickled red onion, Chipotle Avocado

\$16

*BAJA BURGER

Jalapenos, Bacon, Pepper Jack cheese, guacamole, lettuce, tortilla strips, lime zest

\$16

*FIRE BURGER

RI peppers, bacon, cheddar, chipotle ranch

\$16

*BACON JAM BURGER

Maple bourbon bacon jam, gorgonzola cheese, fried egg, arugula, tomato

\$17

SMITHFIELD COWBOY WRAP

Grilled BBQ chicken, melted Cheddar, bacon, onion straws

🍽️ 5 pages 12 reviews

CHICKEN & WAFFLES

Seasoned fried chicken, Belgium waffles, maple aioli
Nashville Hot Option +\$1



🍽️ 5 pages 12 reviews

*MUSHROOM SWISS BURGER

Sautéed mushroom, Swiss cheese, truffle aioli

CRISPY FISH SANDO

Lettuce, tomato, tartar sauce, side of slaw on brioche bun

*JOLANDA'S DELUXE BURGER

Fried pickles, bacon, cheddar, chipotle ranch

BUTTERMILK FRIED CHICKEN

Hand breaded chicken breast, lettuce, tomato, thick cut ba
chipotle ranch, on brioche

FLATBREADS

PROSCIUTTO ARUGULA

\$19

Prosciutto, arugula, sliced tomato, fresh mozzarella, shaved parmesan, lemon zest, white truffle oil

**BBQ CHICKEN**

\$18

Grilled BBQ chicken, aged yellow cheddar, scallions, onion straws & ranch

POMODORO

\$16

Classic Tomato Sauce, Mozzarella, Grated Parmesan, Fresh Basil
Add Pepperoni +\$1.50

CALI CLUB

\$20

Grilled chicken, chipotle ranch, lettuce, tomatoes, Monterey jack cheese, bacon, diced avocado

CHICKEN PESTO CAPRESE

\$19

Basil Pesto, fresh tomato, fresh mozzarella, finished with balsamic glaze drizzle

MARGHERITA

Olive oil, garlic, fresh mozzarella, fresh basil & tomato

BUFFALO BILL

Grilled buffalo chicken, mozzarella, gorgonzola, mascarpone

FIGGY FLATBREAD

Fig jam, caramelized onion, mascarpone, arugula, balsamic

LOADED POTATO

Mashed potato, cheddar blend, green onion, bacon, sour cream

TACOS

FISH

\$14

Fried or pan-seared cod, pickled red onion, Napa slaw, cilantro lime aioli

**CARNITAS**

\$14

Pork, lettuce, tomatoes, sweet plantains, aloha sauce, red onion, cilantro lime crema, cotija cheese

BUFFALO CAULIFLOWER

\$14

Tempura Cauliflower tossed in buffalo sauce, shredded lettuce, diced avocado, ranch

CRISPY KOREAN

Korean red Chili Tenders, cabbage slaw, cucumber wasabi

CHIPOTLE CHICKEN RANCH

Crispy tenders, lettuce, tomatoes, red onion, cheddar, chipotle

***CARNE ASADA**

Sliced Sirloin Steak, pico de gallo, lettuce, cilantro-lime crema

TACOS

ENTRÉES

FISH & CHIPS

New England style, hand-cut french fries, Home-made tartar & coleslaw

\$19

CHICKEN PARMESAN

Panko crusted chicken cutlet, house-made marinara, mozzarella

PASTA ALLA VODKA

Marinara, vodka & a touch of cream, penne pasta
Add Grilled Chicken +\$2

\$17

BRAISED PORK SHANK

Served over garlic mashed potatoes, roasted vegetables

PESTO CHICKEN TORTELLINI

Sun-dried tomatoes, fresh basil, parmesan

\$18

TORTELLINI CARBONARA

Pancetta, peas, parmesan cheese, fresh parsley in a rich cream sauce

BAKED MAC AND CHEESE

Topped with bacon, baked with romano panko crumbs

\$17

BLACKENED CHICKEN FLORENTINE

Linguine tossed with baby spinach and chopped tomato in a blackening sauce

PREMIUM SIDES

ROCCO'S FRIES

Garlic, Parm Cheese, Togarashi, chipotle ketchup

\$8

LOADED TOTS

Melted Monterey Jack, bacon, scallions, side of sour cream

TRUFFLE TOTS

Truffle aioli, shaved parmesan

\$9

SWEET POTATO TOTS

SIDES

HAND-CUT FRENCH FRIES

\$6

TATER TOTS

COLESLAW

\$5

SMALL HOUSE SALAD

SMALL CAESAR SALAD

\$6

MASHED POTATOES

DESSERTS

Please ask your server for our seasonal dessert choices

**Consumption of raw or under-cooked foods of animal origin will increase your risk of foodborne illness. Consumers who are vulnerable should only eat food from animals thoroughly cooked. It is the consumer's responsibility to notify staff of any food allergies prior to ordering.*

Made with  by Popmenu

Location

Smithfield

55 Douglas Pike

Smithfield, RI 02917

(401) 349-2250

Monday:

Closed

Tuesday - Friday:

4:00 pm - 10:00 pm

Saturday:

12:00 pm - 10:00 pm

Sunday:

3:00 pm - 9:00 pm

Website Accessibility Assistance



Memorandum

DATE: May 31, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event Licenses for the Smith-Appleby House, hosted by the Smithfield Parks & Recreation Department for the June 6th Town Council Meeting

BACKGROUND:

Laura Field-Swallow of the Smithfield Parks & Recreation Department has applied for seven (7) One-Day Special Event Licenses, on behalf of the Smith-Appleby House to hold “Summer Concert Series”, 220 Stillwater Road.

TOWN REVENUE:

The cost for a Special Event License is \$50.00 Per Event with a fee of \$5.00 per diem

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No record
Letter describing events planned
Special Event License Checklist
Noise Permit

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve seven (7) One-Day Special Event Licenses for the Smith-Appleby House, for a “Summer Concert Series”, 220 Stillwater Road, on the following dates:

- Tuesday, June 20, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, June 27, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 11, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 18, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 25, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, August 1, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, August 8, 2023 from 6:00 p.m. to 8:00 p.m.

All Special Event Licenses for the Smith-Appleby House are subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

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: 5/15/23
Type of License: SPECIAL EVENT Check One: New (☒) Renewal (☐) Transfer (☐)
Name of Applicant: Laura Field-Swallow Date of Birth: 11/14/70
Resident Address: 111 Tarkiln Road Smithfield RI Business Address: 1 Wm J Hawkins Jr Trail Plat Lot
Operating Under Trade Name of: Parks & Rec Dept. Resident Telephone: 401-400-9499 Business Telephone: 401-349-0612

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

Name: Robert Caine Address: 1 Wm J Hawkins Jr Trail Title: Director DOB 6-17-67
Name: Address: Title: DOB
Name: Address: Title: DOB

Describe operation of business: Fundraiser to Benefit The Smith-Appleby House

The Music Series consists of 7 evenings

Hours of Operation: 6-8 PM

Signature of Applicant: Laura Field-Swallow Title: Program Coordinator

Applies to business establishments only:

In case of emergency/person to contact

Name: Robert Caine Address: 1 Wm J Hawkins Jr Trail Phone: 401-349-0612
Name: Paul McGinn Address: same Phone: same

For Official Use Only

Police Chief: [Signature] Fire Chief: [Signature] SIGNATURE NOT REQUIRED
Building Official: [Signature] Owner of premises: Robert Caine
RI Dept. of Health: [Signature] SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on

6/6/23

the above stated application was:

() Approved () Denied

License #: 32-38 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: 4/21/23

1. NAME OF CANDIDATE: (PRINT)

Field-Swallow

Laura

Lynn

LAST

Field

FIRST

MIDDLE

MAIDEN NAME

11-14-70

Providence, RI

2. DATE OF BIRTH

111 Tarkiln Road, Smithfield, RI

3. PLACE OF BIRTH

Smithfield Parks & Rec Dept.

4. CURRENT ADDRESS

Parks & Rec

5. NAME OF BUSINESS

1 Wm J Hawkins Tr Grnvl RI

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401 349 0612

401 400 9499

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
Sep 2000	Present	111 Tarkiln Rd	Smithfield, RI

12. Have you ever been arrested or detained by any police agency? YES X **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. NAME	ADDRESS	PHONE
Melissa Chaput	DPW	401 300 9052
2. NAME	ADDRESS	PHONE
Lionel Delos	24 Rustic Acres Gloucester RI	401 524 1053

CANDIDATE'S SIGNATURE:

Witness:

TOWN OF SMITHFIELD
PARKS & RECREATION

1 William J. Hawkins Trail
Greenville, RI 02828

PHONE: (401) 349-0612

TO: Lyn Antonuccio, Town Clerk
FROM: Laura Field-Swallow, Parks & Recreation
DATE: 15 April 2023
RE: SPECIAL EVENT REQUEST

Attached is a Special Event License Request submitted by The Parks & Recreation Department and promotional flyer for event.

Parks & Recreation Department is hosting *The Summer Music Series* to benefit The Smith-Appleby House.

Sponsorship provided by Navigant Credit Union.

TO: Lyn Antonuccio, Town Clerk
FROM: Laura Field-Swallow, Parks & Recreation
All seven (7) sessions will be 6-8 PM and will be held on the Grounds of The Smith-Appleby House.
DATE: 15 April 2023

June 20, 2023 Jazz in the Air

RE: SPECIAL EVENT REQUEST

Attached is a Special Event License Request submitted by The Parks & Recreation Department and promotional flyer for event.

June 27 Nick Bosse

Parks & Recreation Department is hosting *The Summer Music Series* to benefit The Smith-Appleby House.

July 11 Bank of Ireland

Sponsorship provided by Navigant Credit Union.

July 18 Lainey Dionne

All seven (7) sessions will be 6-8 PM and will be held on the Grounds of The Smith-Appleby House.

July 25 Atwater-Donnelly

June 20, 2023 Jazz in the Air

August 1 Paper Moon Jazz

June 27 Nick Bosse

August 8 Ocean State Ramblers

July 11 Bank of Ireland

Please contact me at (401) 349-0612 or Email: lfieldswallow@smithfieldri.com with questions, concerns, or suggestions.

July 18 Lainey Dionne

Thank you!

July 25 Atwater-Donnelly

August 1 Paper Moon Jazz



Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1000 - Fax (401) 232-7244
E-mail: lantonuccio@smithfieldri.com

Lyn Antonuccio, MPA, CMC
Acting Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

The following criteria must be met for the issuance of a Special Event License:

	Yes	No
Provide live entertainment Or amusement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Open to the general public	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fee is charged	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Expected number of persons in attendance is More than 250	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Parks & Rec Dept.

The Smith-Appleby House (Michelle Bower - contact)

NAME OF ORGANIZATION

Laura Field Swallow

PRINT NAME

DATE

SIGNATURE

Laura Field Swallow

5/15/23

**TOWN OF SMITHFIELD REGISTRATION STATEMENT
SOUND TRUCK OR SOUND AMPLIFYING EQUIPMENT**

1. Name and home address of the applicant: Laura Field-Swallow
111 Tarklin Road, Smithfield, RI
2. Address of place of business of applicant:
1 William J Hawkins Trail Smithfield RI
3. License number and motor number of the sound truck to be used by the applicant
(if applicable):


4. Name and address of the person who owns the sound truck or sound amplifying
equipment:

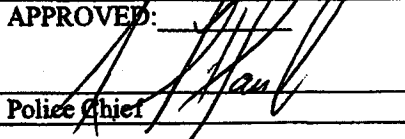
5. Name and address of the person having direct charge of the sound truck or sound
amplifying equipment:

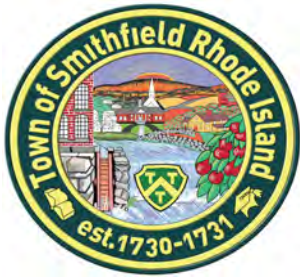
6. Names and addresses of all persons who will use or operate the sound truck or sound
amplifying equipment:

7. The purpose for which the sound truck or sound amplifying equipment will be used:
Live Music
8. A general statement as to the section or sections of the town in which the sound truck or
sound amplifying equipment will be used:
The Smith-Appleby House 220 Stillwater Road
9. The proposed date and hours of operation of the sound truck or sound amplifying
equipment:
June 20, 27; July 11, 18, 25; August 1, 8 6-8 PM
10. The number of days of proposed operation of the sound truck or sound amplifying
equipment:
7 evenings
11. A general description of the sound amplifying equipment to be used:

12. The maximum sound producing power of the sound amplifying equipment, including:
 - a. The wattage to be used; 15 watts in last stage of amplification
 - b. The volume in decibels of the sound which will be produced; 70 dbs
before 8 p.m., 60 dbs after 8:00 p.m.
 - c. The approximate maximum distance for which sound will be thrown
from the equipment: 200' from source

I understand and agree to the above
restrictions

Applicant Signature

APPROVED: 
Police Chief



Memorandum

DATE: May 31, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of two (2) Peddler's Licenses for the June 6th Town Council Meeting.

BACKGROUND:

The businesses listed below have filed their applications 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 two (2) Peddler's Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Marshall E. Gorden d/b/a "Wolfe Novelties", to sell only balloons and souvenirs from a truck with RI Reg. #UN-98, 140 Vancouver Avenue, Warwick, RI
2. NEFL, Inc. d/b/a "New England Frozen Lemonade", to sell only frozen lemonade from a truck with RI Reg. #186765, 1644 Post Road, Warwick, RI

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: Marshall E. Gorden

Date of Birth: 11/1/1957

Resident Address: 140 Vancouver Avenue
Warwick RI 02886

Business Address: 140 Vancouver Avenue Map:
Warwick RI 02886 Lot:

Corporation Name: Marshall E. Gorden

Resident Telephone: (401) 439-0454 Business Telephone: (401) 439-0454

Operating Under
Trade Name of: Wolfe Novelties

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: Sale of balloons and souvenirs.

Required to fill requested
Hours of Operation:

5pm - 10³⁰pm

Signature of Applicant: X Marshall E Gorden Title: X Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Karen Gorden Address: 140 Vancouver Avenue, Warwick, RI 02886 Telephone: (401) 787-0059

Name: _____ Address: _____ Telephone: _____

Police Chief: X [Signature]
Building Official: _____
RI Dept. of Health: _____

For Official Use Only

Fire Chief: _____
Owner of Premises: _____

At a meeting of the Smithfield Town Council, held on 6/6/23 the above stated application was

() Approved () Denied

License# 1

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: 4/27/23

1. NAME OF CANDIDATE: (PRINT)

GORDEN MARSHALL E
LAST FIRST MIDDLE

MAIDEN NAME

2. DATE OF BIRTH

11/01/1957

3. PLACE OF BIRTH

PROVIDENCE, RI

4. CURRENT ADDRESS

140 VANCOUVER AVE WARWICK RI 02886

5. NAME OF BUSINESS

Wolfe Novelties

6. TYPE OF BUSINESS

Novelties (Balloons + Souvenirs)

7. BUSINESS ADDRESS

140 VANCOUVER AVE WARWICK, RI 02886

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

9. BUSINESS PHONE

401-439-0454 (cell)

10. HOME PHONE

N/A

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>FEB. 1997</u>	<u>DEC. 1997</u>	<u>36 EASTMAN ST</u>	<u>WARWICK RI 02886</u>
<u>JAN. 1998</u>	<u>JAN. 1999</u>	<u>913 CENTRAL ST.</u>	<u>WARWICK RI 02886</u>
<u>JAN. 1999</u>	<u>PRESENT</u>	<u>140 VANCOUVER AVE</u>	<u>WARWICK RI 02886</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. TOM SANTARD 100 Old Boston Neck Rd. NARRAGANSETT RI 02882 CELL
NAME ADDRESS PHONE 401-737-4842
2. JOAN BRUNO VANCOUVER AVE WARWICK 02886 RI HOME
NAME ADDRESS PHONE 401-921-6353

CANDIDATE'S SIGNATURE:

Marshall E Gordon

Witness:

Karen Gordon

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



POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 5-7-23

1. NAME OF CANDIDATE: (PRINT)

Bajakian
LAST

Christopher
FIRST

M
MIDDLE

MAIDEN NAME

12/31/82

2. DATE OF BIRTH

140 Vancouver ave

4. CURRENT ADDRESS

Novelty

6. TYPE OF BUSINESS

NO

8. IS BUSINESS INCORPORATED

Providence

3. PLACE OF BIRTH

Wolfe Novelty

5. NAME OF BUSINESS

140 Vancouver ave

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-439-0454

9. BUSINESS PHONE

401-829-5256

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>JUNE 22</u>	<u>5th. of May 2023</u>	<u>1097 Chapmist Hill RD</u>	<u>Scituate RI</u>
<u>2013</u>	<u>2018</u>	<u>25 Canfield ave</u>	<u>Warwick RI</u>
<u>2018</u>	<u>2022</u>	<u>140 Vancouver ave</u>	<u>Warwick 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

- Brianna Gill 112 Birch Street Warwick 401-208-4241
NAME ADDRESS PHONE
- Betty Shea 31 Harrison Ave 401-741-7135
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

Christopher Bajakian

Witness:

[Signature]

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

Criminal
Record

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 5/6/23

1. NAME OF CANDIDATE: (PRINT)

Bayakian David Daniel
LAST FIRST MIDDLE

MAIDEN NAME

5/24/1985

2. DATE OF BIRTH

140 Vancouver Ave

4. CURRENT ADDRESS

Souvenirs

6. TYPE OF BUSINESS

no

8. IS BUSINESS INCORPORATED

Providence

3. PLACE OF BIRTH

Wolfe Novelties

5. NAME OF BUSINESS

140 Vancouver Ave

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-439-0454

9. BUSINESS PHONE

401-338-4455

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>OCT 98</u>	<u>SEP 22</u>	<u>140 Vancouver Ave</u>	<u>Warwick, RI</u>
<u>SEP 15</u>	<u>NOV 18</u>	<u>28 Acorn Dr.</u>	<u>Westerly, RI</u>

12. Have you ever been arrested or detained by any police agency? YES X 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. MAXX Gervasio 15 Centre of new England blvd 401-828-6050
NAME ADDRESS COVENTRY, RI, 02816 PHONE
2. Jamie Woodbine 380 Warwick Ave, Warwick, 02888 401-961-1709
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

Daniel Bayakian

Witness:

Trina Woodbine

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 5/8/2023

1. NAME OF CANDIDATE: (PRINT)

Squillace
LAST

David

FIRST

Philip

MIDDLE

MAIDEN NAME

12/26/1980

2. DATE OF BIRTH

25 Fernwood Dr. Cranston, RI 02920

4. CURRENT ADDRESS

Souvenirs

6. TYPE OF BUSINESS

N/A

8. IS BUSINESS INCORPORATED

Providence, RI

3. PLACE OF BIRTH

Wolfe Novelties

5. NAME OF BUSINESS

140 Vancouver Ave Warwick, RI 02886

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-439-0454

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
July July/2017	2010 Present	25 Fernwood Dr	Cranston RI
March/2012	July/2017	126 Pawtucket Terrace	West Warwick RI
September/1985	March/2012	15 Hagen Ave	Cranston, 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. Robert DiMaio
NAME

18 Ninigret St. Warwick, RI 02889

ADDRESS

401-245-3991

PHONE

2. Robert Perry
NAME

80 Arrow In North Kingstown, RI 02852

ADDRESS

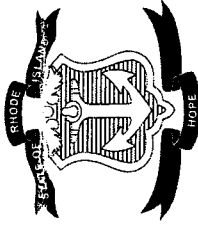
401-639-3822

PHONE

CANDIDATE'S SIGNATURE: David Squillace

Witness: Marshall Gordon

State of Rhode Island
DIVISION OF TAXATION



RETAIL SALES PERMIT

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

ID: 2-0325-8285

ISSUED TO:

WOLFE NOVELTIES MARSHALL E GORDEN
140 VANCOUVER AVE
WARWICK, RI 02886-2869

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



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: N.E. Frozen Lemonade

Date of Birth: 8/13/1961

Resident Address: 15 Indian Head Trail
Smithfield RI 02917

Business Address: 1644 Post Road Map:
Warwick RI 02888 Lot:

Corporation Name: NEFL, Inc

Resident Telephone: (401) 578-8663

Business Telephone: (401) 274-3255

Operating Under
Trade Name of: New England Frozen Lemonade

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: Selling frozen lemonade from a truck with a RI registration.

Required to fill requested
Hours of Operation:

10:00 a.m. - 7:00 p.m.

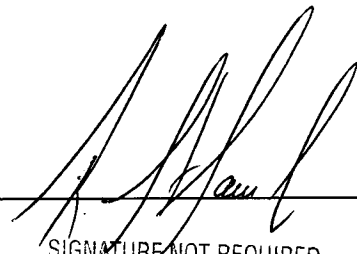
Signature of Applicant: X  Title: X G.m. owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Robert Lombardi Address: 15 Indian Head Trail, Smithfield, RI 02917 Telephone: (401) 949-4234

Name: _____ Address: _____ Telephone: _____

Police Chief: X 

For Official Use Only

Fire Chief: _____

Building Official: SIGNATURE NOT REQUIRED

Owner of Premises: _____

RI Dept. of Health: SIGNATURE NOT REQUIRED

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: 5-18-23

1. NAME OF CANDIDATE: (PRINT)

LOMBARDI Robert R
LAST FIRST MIDDLE

MAIDEN NAME

8-13-61

2. DATE OF BIRTH

15 INDIAN HILL TRAIL

4. CURRENT ADDRESS

SEASIDE - LEMONIA

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

WARWICK
NEW ENGLAND LEMONARY

5. NAME OF BUSINESS

200 DOUGLAS AVE. PRDS.

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-274-3255

9. BUSINESS PHONE

401-949-4234

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

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>CHARLES WALSH</u>	<u>SMITHFIELD DPW A.S. DIRECTOR</u>	<u>465-5467</u>
NAME	ADDRESS	PHONE
2. <u>DAVE COOK</u>	<u>CONTINENTAL DR. SMITHFIELD</u>	<u>640-3632</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE: [Signature] Witness: _____

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

NO Criminal
Record

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 5-16-23

1. NAME OF CANDIDATE: (PRINT)

Kelly Michael John
LAST FIRST MIDDLE

MAIDEN NAME 8-15-1987

2. DATE OF BIRTH 4/ Violet St

3. PLACE OF BIRTH Providence

4. CURRENT ADDRESS Frozen Lemonade

5. NAME OF BUSINESS 280 Douglas Ave

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

274-3255
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>1/1990</u>	<u>1/2018</u>	<u>603 Main Ave</u>	<u>Providence R.I.</u>
<u>12/2018</u>	<u>Present</u>	<u>4/ Violet St</u>	<u>Providence R.I.</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>Mike Haggerty</u>	<u>278 Douglas Ave. Prov.</u>	<u>368-1259</u>
NAME	ADDRESS	PHONE
2. <u>Robert Lombardi</u>	<u>15 Indian Head Trail, Smithfield</u>	<u>578-8663</u>
NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE:

Michael Kelly Witness: R. F. Kelly



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



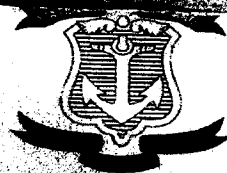
Phone: (401) 574-8955
TTY Via 711
Fax: (401) 574-8914
Email: Tax.Excise@tax.ri.gov

ROBERT LOMBARDI NEW ENGLAND FROZEN LEMONADE AND ICE CREAM
1644 POST RD
WARWICK, RI 02888-5952

DIVISION OF TAXATION

RETAIL SALES PERMIT

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



ID: 2-2129-7394

ISSUED TO:

ROBERT LOMBARDI NEW ENGLAND FROZEN LEMONADE
AND ICE CREAM
1644 POST RD
WARWICK, RI 02888-5952

This permit, which authorizes the holder to collect and remit sales 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



Memorandum

DATE: May 31, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Holiday Sales License for Appleland Orchard RI, LLC d/b/a “Appleland Orchard RI, LLC”, for the June 6th Town Council Meeting

BACKGROUND:

Appleland Orchard RI, LLC, d/b/a “Appleland Orchard RI, LLC”, has applied for a new Holiday Sales License for their business located at 135 Smith Avenue.

TOWN REVENUE:

Fee for a Victualling License is \$50 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Holiday Sales License for Appleland Orchard RI, LLC d/b/a “Appleland Orchard RI, LLC”, 135 Smith Avenue, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.

FEE: \$50.00

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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: 5/25/2023

Type of License: HOLIDAY SALES Check One:

New (☒) Renewal (☐) Transfer (☐)

Name of Applicant: Jessica Shields

Date of Birth: 12/28/84

Resident Address: 18 Cortland Lane

Business Address: 135 Smith Ave Plat 44
Resident Lot 055

Operating Under Trade Name of: Appleland Orchard R LLC

Telephone: 401-338-4339 Business Telephone 401-949-3690

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

Name: Jessica Shields Address: 18 Cortland Lane Title: Member DOB 12/28/84
Greenville RI 02828

Name: Brian Shields Address: SAME AS ABOVE Title: Member DOB 3/8/83

Name: _____ Address: _____ Title: _____ DOB _____

Describe operation of business: Apple Orchard (PYO), Farm Stand, Holiday Sales, Winery

Hours of Operation: _____

Signature of Applicant: Jessica Shields Title: Member

Applies to business establishments only:

In case of emergency/person to contact

Name: Robin Shields Address: 119 W Greenville Rd Greenville RI Phone: 401-499-2017

Name: _____ Address: _____ Phone: _____

Police Chief:

X

For Official Use Only

Building Official:
RI Dept.
of Health:

X Only if permits are pulled

SIGNATURE NOT REQUIRED

Fire Chief:
Owner of
premises:

X

SIGNATURE NOT REQUIRED

Jessica Shields

At a meeting of the Smithfield Town Council, held on

6/6/23

the above stated application was:

() Approved () Denied

License #:

131

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: 5/27/2023

1. NAME OF CANDIDATE: (PRINT)

Shields Jessica Lynn
LAST FIRST MIDDLE

Brule

MAIDEN NAME

12/28/1984

2. DATE OF BIRTH

18 Cortland Lane Greenville RI

4. CURRENT ADDRESS

Apple Orchard + Farm Stand

6. TYPE OF BUSINESS

Yes

8. IS BUSINESS INCORPORATED

Providence, RI

3. PLACE OF BIRTH

Appleland Orchard RILLC

5. NAME OF BUSINESS

135 Smith Ave Greenville RI 02888

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

Jessica Shields

Brian Shields

401-949-3690

9. BUSINESS PHONE

401-338-4339

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>3/2007</u>	<u>Present</u>	<u>18 Cortland Ln</u>	<u>Greenville, RI</u>
<u>3/2000</u>	<u>3/2007</u>	<u>62 WATERMAN ST.</u>	<u>Cumberland, RI</u>

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

- Norman Brule 98 Phillips St. Woonsocket, RI 02895 401-651-1570
NAME ADDRESS PHONE
- Robin Shields 119 W Greenville Rd Greenville, RI 401-499-2017
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Jessica Shields

Witness: BS



TOWN OF SMITHFIELD

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL
FROM: CARLOS SANTOS, PURCHASING AGENT
SUBJECT: SNOW REMOVAL/PLOWING SERVICES
DATE: MAY 10, 2023
CC: RANDY ROSSI, TOWN MANAGER
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS
DAWN BARTZ, SUPERINTENDENT OF SCHOOLS
ARIANA SPICOLA, DIRECTOR OF FINANCE & OPERATIONS

Background:

On April 21, 2023 the Purchasing Agent on behalf of the Director of Building & Grounds for the Smithfield School Department solicited bids for snow plowing services, under RFP# 23421.

The bid for Snow Plowing Services was authorized by the Town Council at the April 18, 2023 meeting. The detailed specifications were advertised and the deadline for proposal submissions was 10:00 AM on Tuesday, May 9, 2023, at which time three proposals were received.

A review was conducted of the submitted proposals for appropriateness in meeting the criteria set forth in the specifications.

Company Information & Years in Business = 20 Points
Required Documents stated in RFP = 20 Points
Experience and References = 20 Points
Pricing = 40 Points

The proposals were reviewed by the following evaluation team on May 10, 2023:

Angelo Mencucci -Director of Buildings & Grounds - Smithfield School Department
Ariana Spicola – Director of Financial Operations- Smithfield School Department

Using the above criteria, P & K Landscaping, Inc. scored the highest points with competitive pricing and their overall proposal in accordance with the specifications listed in the RFP. They have also provided snow removal services to the Smithfield School Department over the last seven years and we have been very satisfied with their service. After careful consideration and discussion with the Town, we recommend the award of a three-year bid.

Scoring for each vendor is included with comments.

	P+K Landscaping Inc.	Solito Property Solutions LLC	N.E.L.T.S. Inc.
1. Company Information & Years in Business	20	20	20
2. Required Documents stated in RFP	15	20	19
3. Experience & Reference	20	20	20
4. Pricing	40	25	15
Total Points	95	85	74

P&K Landscaping Inc. received a reduction in points for required documents stated in RFP as they did not include Section 6.1 in the RFP.

N.E.L.T.S received a reduction in points for required documents stated in RFP as although they included information pertaining to Section 6.1 in the RFP, not all requested information was included.

Financial:

School Operating General Fund 2023-2024

Recommendation:

Recommendation to approve P&K Landscaping, Inc. to a three-year contract for the period July 1, 2023 – June 30, 2026 at the quote provided in the RFP. Pricing included for reference:

Inches of Snowfall	Cost per Snowstorm 2023-2026
2”-6”	\$2,450.00
6.1”-12”	\$3,950.00
12.2” & Above	\$7,850.00

Moved:

That the Smithfield Town Council hereby award the bid for snow plowing/removal services for the Smithfield School Department to P&K Landscaping, Inc. for the contract time period July 1, 2023 – June 30, 2026.

Recommended Motion:

That the Smithfield Town Council hereby adopts a resolution on a Town flag policy on town-owned property sponsored by Councilman John J. Tassoni, Jr.

TOWN OF SMITHFIELD, RHODE ISLAND

TOWN FLAG POLICY ON TOWN OWNED PROPERTY

WHEREAS, a policy has been developed to regulate the display of flags on Town Property; and

NOW, THEREFORE, BE IT RESOLVED by the Smithfield Town Council that the following policy be and hereby adopted by and for the Town of Smithfield:

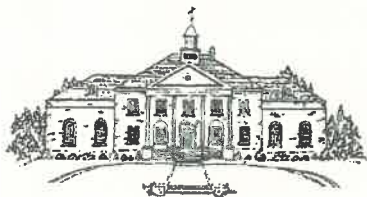
1. This policy (the “Flag Policy”) shall apply to all flags.
2. All Flags shall fly in accord with the standards of the United State Code, Title 4, Chapter 1. All other Flags shall be displayed in accordance with applicable laws.
3. If placed upon any official Town flagpole, no more than two (2) Flags shall fly below the United States Flag, and if one of them is the Rhode Island State Flag or the Town of Smithfield Flag, such shall take the spot on the flagpole immediately below the United States Flag.
4. No commercial Flags shall be flown or displayed, and no Flag may be displayed for commercial purposes.
5. All Town-owned properties may display Flags as outlined in this policy.
6. The Flags approved under this Flag Policy include the following:
 - a) The United States of America Flag
 - b) The Rhode Island State Flag
 - c) The Town of Smithfield Flag
7. This Resolution shall take effect upon passage.

PASSED: June 6, 2023

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

Lyn M. Antonuccio, CMC
Town Clerk



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

Anthony E. Ciacciarelli, Member

May 18, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM:


J. Kevin McNelis, Chairman – Sewer Authority

**RE: Wastewater Treatment Facility & Collection System
2013 Operations & Maintenance Contract
Recommendation for Short Term Contract Renewal**

Honorable Town Council,

A request for proposals the 2023-2033+ Operation & Maintenance services at the Smithfield WWTF in January. The proposal received is still being reviewed by the Selection Committee and the existing 2013 contract with Veolia Water expired on 5/13/2013.

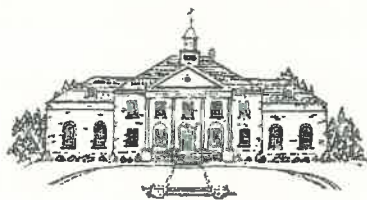
As such, Veolia Water has presented the Town with a Short Term Renewal Agreement for the existing 2013 service agreement. No changes in scope of services or fees are proposed under the agreement and extends the service period out to 7/31/2023, pending proposal selection and an anticipated new contract recommendation from the Sewer Authority.

The Sewer Authority has voted favorably upon the matter at a recent meeting and recommends the Council's consideration on the requested contract extension.

Moved: *The Smithfield Town Council hereby authorizes a short term contract renewal agreement until July 31, 2023, as proposed with Veolia Water, NA for operation & maintenance services at the wastewater treatment facilities.*

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Cleary, PE, Town Engineer

Enclosures: 5/11/2023 Veolia Water Short Term Contract Renewal Agreement



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

Anthony E. Ciacciarelli, Member

May 11, 2023

MEMORANDUM

TO: Smithfield Sewer Authority

FROM:


Kevin Cleary, PE, LSIT, Town Engineer

**RE: Wastewater Treatment Facility & Collection System
2013 Operations & Maintenance Contract
Recommendation for Short Term Contract Renewal**

Honorable Authority,

As you are aware the Sewer Authority Selection Committee advertised a request for proposals the 2023-2033+ Operation & Maintenance services at the Smithfield WWTF in January. The proposal received is still being reviewed and the existing 2013 contract with Veolia Water is set to expire on 5/13/2023.

As such, Veolia Water has presented the Town with a Short Term Renewal Agreement for the existing 2013 service agreement. No changes in scope of services or fees are proposed under the agreement and extends the service period out to 7/31/2023, pending negotiations of the bid proposal received and an anticipated new contract recommendation from the Selection Committee.

At this time I request the Authority's favorable recommendation to the Town Council to authorize the extension.

Moved: *The Smithfield Sewer Authority hereby recommends to the Smithfield Town Council to authorize a short term contract renewal until July 31, 2023, as proposed with Veolia Water, NA for operation & maintenance services at the wastewater treatment facilities.*

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Schott, PE, CDM-Smith

Enclosures: 5/11/2023 Veolia Water Short Term Contract Renewal Agreement



RECEIVED

MAY 12 2023

TOWN OF SMITHFIELD, RI
SEWER AUTHORITY

VIA FEDERAL EXPRESS

May 11, 2023

Mr. Carlos Santos
Procurement Agent
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Re: Ready for Execution – Short-Term Renewal of the Service Contract for Smithfield Sewer Authority, Wastewater Treatment Facilities Operations & Maintenance by and between the Town of Smithfield and Veolia Water North America – Northeast, LLC dated May 13, 2013

Dear Carlos,

Enclosed please find two (2) partially executed electronic copies of the above-mentioned Agreement for countersignature.

Please return one executed copy to my attention in the enclosed prepaid FEDEX envelope.

If you should have any questions, please feel free to contact us. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carla Krueger", with a long horizontal flourish extending to the right.

Carla Krueger
Senior Corporate & Privacy Paralegal

Enclosures

Cc: Jonathan Prince, Esq.

461 From Road, Suite 400
Paramus, New Jersey 07652
tel. 201-767-9300, ext 2883
email: carla.krueger@veolia.com

www.veolianorthamerica.com



RECEIVED

MAY 12 2023

TOWN OF SMITHFIELD, RI
SEWER AUTHORITY

May 8, 2023

Kendra Morris
President
Veolia Water North America-Northeast, LLC
461 From Road, Suite 400
Paramus, New Jersey 07652

VIA E-MAIL

Mr. Carlos Santos
Procurement Agent
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Re: Short-Term Renewal of the Service Contract for Smithfield Sewer Authority, Wastewater Treatment Facilities Operations & Maintenance by and between the Town of Smithfield and Veolia Water North America-Northeast, LLC, dated May 13, 2013

Dear Mr. Santos:

As you are aware, the term of the above-referenced Service Contract will expire on May 13, 2023, and the Town and Veolia are in discussions for a new, replacement Service Contract. This letter agreement, when executed and delivered by both parties, shall memorialize a short-term extension of the term of the existing Service Contract to allow the parties to finalize the details and prepare for the implementation of the new contract (the "New Service Contract").

As indicated, the term of the current Service Contract is set to expire on May 13, 2023. The foregoing notwithstanding, the parties agree that the Service Contract shall continue in effect until the earlier of (i) July 31, 2023, or (ii) the commencement date under the New Service Contract. During the term as extended hereby, the terms and conditions of the Service Contract shall remain in full force and effect, except as modified herein.

We look forward to finalizing the New Service Contract and our continued collaboration. Kindly have this letter countersigned by an authorized agent of the Town in the space provided below to confirm the Town's agreement with the terms of this letter.



This letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

Either party may deliver an executed copy of this letter agreement by electronic means and such counterpart shall be deemed binding and effective for all purposes.

Very truly yours,

VEOLIA Water North America-Northeast, LLC

By: Kendra Morris
Kendra Morris, President

Accepted and agreed this ____ day of May 2023

Town of Smithfield, Rhode Island

By: _____

Veolia North America
461 From Road, Suite 400
Paramus, New Jersey 07652
tel. +1 201-767-9300

www.veolianorthamerica.com



Town of Smithfield

MEMO

May 18, 2023

TO: Honorable Town Council
DEPT:

FROM: J. Kevin McNelis, Chairman, Smithfield Sewer Authority
DEPT:

A handwritten signature in black ink, appearing to read "J. Kevin McNelis", is written over the "DEPT:" line.

SUBJECT: Sewer Authority Consulting Services for Engineering Plan Review, Construction Inspection and On Call Engineering Services - 1-Year Contract Extension Recommendation

Honorable Town Council;

At the May 17, 2023 meeting of the Sewer Authority a unanimous vote was approved to recommend authorization for the Town Council to extend the subject contract services with Camp, Dresser, McKee-Smith for one year.

Please see the attached contract information and Master Service Agreement that allows for two separate, one-year contract extensions with the Sewer Authority's consulting engineer.

Moved: *The Smithfield Town Council hereby authorizes the Town Manager to execute a one-year contract extension for Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services between CDM-Smith and the Town of Smithfield. Said contract extension will be in agreement with the terms and conditions provided by the Master Service Agreement executed on 10//2019.*

Enclosures: Draft Master Service Agreement – Amendment #1
05/08/2023 Town Engineer Memo to SSA

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Galone, Esq., SSA Legal Counsel
Kevin Cleary, PE, Town Engineer
Brendan Ennis, PE, CDM-Smith



Town of Smithfield MEMO



May 8, 2023

TO: Smithfield Sewer Authority
DEPT:

FROM: Kevin Cleary, PE, LSIT, Town Engineer
DEPT:

A handwritten signature in black ink, appearing to read "Kevin Cleary".

SUBJECT: Sewer Authority Consulting Services for Engineering Plan Review, Construction Inspection and On Call Engineering Services - 1-year Extension of Master Service Agreement

Honorable Sewer Authority;

In October, 2019 a 3-year contract with Camp, Dresser, McKee-Smith (CDM) for the subject services was entered, whereby CDM and the Town executed a Master Service Agreement (MSA) for Sewer Authority related professional engineering services. The term of the service agreement expired in October, 2022 (copy of the Town Council Authorization & MSA enclosed) and the option to issue, three, 1-year extensions are permissible, pending authorization from the Sewer Authority and Town Council.

Also enclosed please find draft Amendment #1 to the MSA for the Sewer Authority's consideration. None of the terms of the conditions of the MSA have been changed with the exception of the addition of one year to the service agreement.

Moved: *The Smithfield Sewer Authority recommends authorization of the Master Service Agreement 1-year service amendment #1 for Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services to CDM-Smith.*

Enclosure: Draft Master Service Agreement – Amendment #1
10/17/2019 CDM-Smith Master Service Agreement

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Schott, PE, CDM-Smith

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

 **DRAFT**
 **DRAFT**

This Amendment No: 1 is made and entered into this day of , 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the Town of Smithfield, Rhode Island ("OWNER") dated October 17, 2019, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the the services as outlined in the Master Services Agreement, including plan review, construction inspection, testing, and engineering services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

N/A

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

N/A

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Article 2 - Times for Rendering Services in the Master Services Agreement has been extended for one (1) year, effective from October 17, 2022 through October 17, 2023.

4. The payment for services rendered by ENGINEER shall be as set forth below:

N/A

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

Brendan Ennis, P.E.
Client Service Leader
CDM Smith, Inc.
ENGINEER

DATE: May 8, 2023

OWNER

DATE:

**MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of October ⁷, 2019 between The Town of Smithfield, Rhode Island ("OWNER") and CDM Smith Inc. ("ENGINEER").

ENGINEER's Services will be performed pursuant to individual Task Orders issued by OWNER and agreed to by ENGINEER. Such Task Orders will contain the specific scope of work ("Services"), the time schedule, charges and payment conditions, and additional terms and conditions that are applicable to such Task Orders. An example Task Order is attached hereto.

Execution of a Task Order by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in the Task Order. This Agreement will become effective on the date first above written.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order and the modification shall be precisely described.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in individual Task Orders (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The period of service of this Agreement shall be three (3) years from date of execution of this Agreement, subject to the conditions specified in Article 5.5 of this Agreement. In addition, OWNER has the option to extend the agreement for three (3), one (1) year terms.
- 2.2 The specific time period for the performance of ENGINEER's Services will be set forth in individual Task Orders.
- 2.3 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.5 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services under a Task Order are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance has been revised.

ARTICLE 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the project described in each Task Order, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Furnish to ENGINEER all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER's services for a Task Order, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under a Task Order subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement.
- 3.6 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under a Task Order.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Task Order and such approvals and consents from others as may be necessary for completion of the Task Order.
- 3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or conformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.9 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in each Task Order. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in each Task Order. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then

Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.

- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable within 30 days of receipt.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means,

methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- 5.4.5. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.4.6. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.4.7. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8. Engineer's services do not include providing legal advice or representation.
- 5.4.9. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

5.5.1 For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no

representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.6.4 Owner may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of Rhode Island.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of the insurance required under Article 5.15 below.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

OWNER has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern, as defined in Article 6, located at or near the Site, including type, quantity, and location. OWNER represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to ENGINEER, exist at the Site.

If ENGINEER encounters an undisclosed Constituent of Concern, then ENGINEER shall notify (1) OWNER and (2) appropriate governmental officials if ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property. With OWNER named certificate holder in the title holder box on each Certificate of Insurance, the ENGINEER, at its expense, shall maintain the following insurance types and coverages, in the amounts stated, in full force and effect for the duration of this Agreement:

- General liability insurance in the amount of two million dollars (\$2,000,000) for each occurrence.
- RI Worker's Compensation and Employee's Liability Insurance in the amount of one million dollars (\$1,000,000) for each accident.
- Professional Liability Insurance, including Errors and Omissions, in the amount of two million dollars (\$2,000,000).

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the

reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design services, then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Change Orders

5.24.1 Any work not contained in a Task Order shall be a change, and shall be performed by ENGINEER only pursuant to a written Change Order to this Agreement signed by OWNER and ENGINEER. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work, or of the time required for the performance of the Work, ENGINEER shall be paid additional compensation acceptable to both parties in accordance with Exhibit B or granted an extension of the schedule, or both.

5.24.2 In the event OWNER requests ENGINEER to develop information necessary for the consideration of a change in the project, and such a change is not adopted, OWNER shall reimburse ENGINEER for the costs which it incurs in connection with such efforts.

5.25 Construction Contractor's Means and Methods

ENGINEER shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

5.26 Reporting Regulated Conditions

To the extent required by law, OWNER shall promptly report regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate public authorities in accordance with applicable law.

5.27 Indemnification

OWNER recognizes that any Task Order executed by ENGINEER involving Constituents of Concern, as defined in Article 6, involves legal exposure and higher risk than ENGINEER's usual engineering services.

OWNER also recognizes that ENGINEER's services are to be compensated primarily on the basis of the time ENGINEER's personnel spend in rendering services and not on basis of the exposure and risk of the work.

Therefore, OWNER and ENGINEER agree as follows:

Notwithstanding any other provision in this Agreement to the contrary, for Task Orders involving or relating to Constituents of Concern, OWNER shall indemnify, defend, and hold harmless the ENGINEER and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER arising from the work of others, related to Constituents of Concern, as defined in Article 6.

The above indemnification provision extends to claims against ENGINEER and to damages which arise out of, are related to, or are based upon the dispersal, discharge, escape, release, threatened release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, asbestos, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

Nothing in this Article 5 shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own finally determined negligence or willful misconduct.

5.28 Status of ENGINEER

Nothing contained in this Agreement shall be construed or interpreted as requiring ENGINEER, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter or disposal facility as those terms appear within the Resource Conservation Recovery Act, 42USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

5.29 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.3 Construction Cost - ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project,

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding, and/or Construction Phase Services.

including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.1.5 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.7 ENGINEER's Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Project

The total undertaking as described in each Task Order.

6.1.9 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B.

6.1.10 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.11 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (2013 Edition) of the Engineers Joint Contract Documents Committee.

6.1.12 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.1.13 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding, and/or Construction Phase Services.

performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

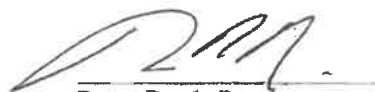
Exhibit A: Proposal Section 1 - Project Approach

Exhibit B: Proposal Blank, Fee Section and Certificates of Insurance

This Agreement (consisting of Pages 1 to 13 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

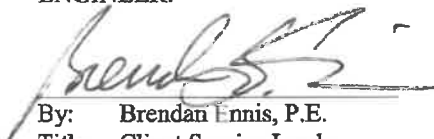
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:



By: Randy Rossi
Title: Town Manager

ENGINEER:



By: Brendan Ennis, P.E.
Title: Client Service Leader

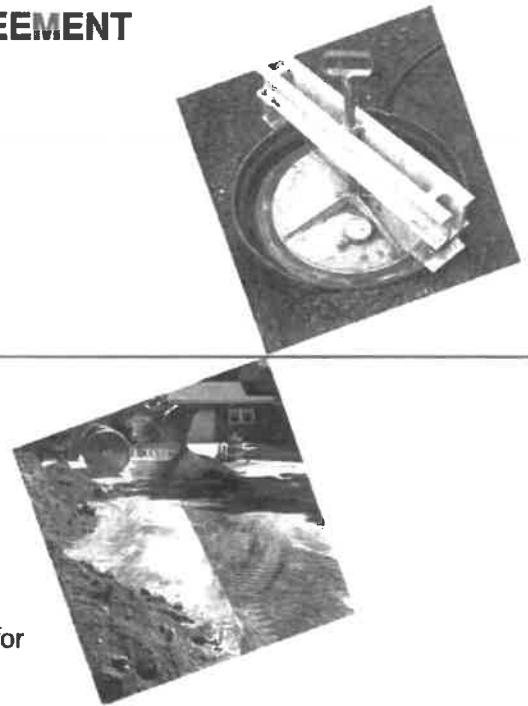
Address for giving notices:
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917

Address for giving notices:
CDM Smith
260 West Exchange Street, Suite 300
Providence, RI 02903

EXHIBIT A TO MSA AGREEMENT

Section 1 Project Approach

CDM Smith will continue to leverage our extensive experience and close working relationship with the Town of Smithfield to provide Plan Review, Construction Inspection, and On-Call Engineering Services that are prudently planned and properly executed. Our project approach includes four major components consistent with the Request for Qualifications (RFQ), which are described below.



Plan Review

The first component of the project approach includes detailed review of sewer design drawings and specifications submitted by applicants for various projects. These reviews will be led by our Providence-based engineering team. Should more specialized expertise be required, we will use our multidisciplinary staff based in our Boston office, which includes proficiency in site design, geotechnical engineering, permitting, mechanical equipment, structural engineering, electrical engineering, instrumentation and controls, operations, and other disciplines.



CDM Smith engineers will review each design plan to ensure compliance with Town standards.

CDM Smith will review each design project (plans, specifications, calculations, and supporting information) for compliance with the following:

- Smithfield Sewer Ordinance Section 294 with addendums and appendices
- Smithfield Sewer Authority Rules & Regulations Section A-361 of the Smithfield Code
- Coordination will be made the with Wastewater Treatment Facility Operator to ensure project permit application compliance with the Industrial Pre-treatment Program, if applicable
- Smithfield Sewer Authority standards, and conformance with good engineering practice

Our design reviews will generally include:

- Check for conformance with applicable town and state rules and regulations including:
 - Check for conformance with the Town's wastewater facilities plan and Capital Improvements Plan
 - Check of calculations, such as for development of design flows and hydraulic analysis
 - Check of project impacts on surrounding infrastructure and potential system expansion


Consistent with the current plan review program, CDM Smith anticipates that applicants will provide multiple copies of design documents to the Sewer Authority, which will then be forwarded to CDM Smith to initiate the review process. CDM Smith will notify the Town of the estimated review fee, which the Town will collect from the applicant. CDM Smith will then proceed with the review. Work may include meetings with the project owner or designer to clarify design requirements and intent, and also with Town officials to discuss relevant technical issues and potential impacts. Upon completion of our design review, CDM Smith will provide to the Town two sets of marked-up plans clearly stamped with their review status, plus a summary memorandum including all review comments. Subsequent reviews may be required to ensure that the design documents are acceptable.

Construction Inspection

Consistent construction inspection is critical to ensure that a project is constructed in accordance with the approved plans. The involvement of an experienced on-site resident inspector early in the process and throughout the project can help to identify issues that may adversely impact construction, plus ward off potential issues that can lead to unnecessary project delays, costs, or unwanted finished conditions. CDM Smith will provide experienced personnel for each project. Our resident inspectors are qualified professionals in construction oversight of utility installation, treatment facility modifications, pump station construction, and related work such as trenching, backfilling, pavement restoration, soil erosion and control measures, and other site work. These are full-time CDM Smith employees with experience in



Construction inspection is vital to ensure the project is constructed in accordance with the approved plans and with industry standards.



field inspection, and many of the staff are graduate engineers. For each project, our site representative will witness critical construction activities. These include trenching, pipe and manhole installation, backfilling, soil compaction, testing, paving, and other work elements that are fundamental to a successful project. The inspector must be able to clarify issues during construction, potentially working with the project designer and the Town to address changes and other issues in the field. The inspector will be the Town's eyes and ears to ensure that the work proceeds in accordance with the approved design documents, and Smithfield Sewer Authority Standards.

Depending on specific project requirements, the duties of CDM Smith's inspection staff may include the following:

- Observing ongoing construction activities and maintaining a daily log book, including contractor staffing, progress, weather, significant events, and other related items
- Preparing and submitting a weekly field report to the Town
- Identifying and notifying the contractor of work which does not comply with the project specifications or drawings, and notifying Smithfield of any issues which continue unresolved
- Providing regular communication, including meetings with the Town Engineer and Public Works Director regarding project status
- Observing acceptance testing, recording data, and providing results to the Town
- Maintaining construction records in an orderly manner
- Preparation of lateral service location cards as provided by the Sewer Authority
- Periodic meetings with the project applicants during construction
- Upon successful project completion, preparation and submittal to the Town of a summary memorandum noting the status of the project, and confirming that work observed was constructed in accordance with approved plans and Sewer Authority standards

Construction inspection personnel will be available for inspections with a minimum 36-hour notice as requested in the RFQ. CDM Smith will coordinate closely with the Town and project applicants to determine whether long-term, full-time inspection is warranted, or if periodic site visits are sufficient based on the nature of the project.

Invoicing for inspection services will be consistent and as requested in the RFQ

Testing

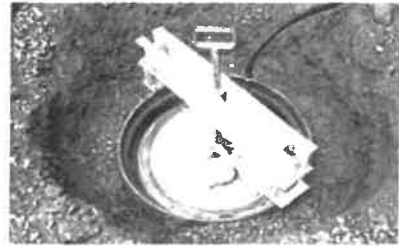
In conjunction with construction inspection, CDM Smith will also witness all testing operations performed by construction contractors and subcontractors.

The types of testing to be witnessed may include the following:

- Low pressure air testing of new gravity sewer pipelines
- Hydrostatic testing of pressure pipelines
- Deflection testing (i.e., with mandrel device) of new gravity sewer pipelines
- Vacuum testing of new gravity sewer manholes
- Television inspection of new or active sewer pipelines
- Joint testing of new or active sewer pipelines
- Operations testing of pump stations and related equipment

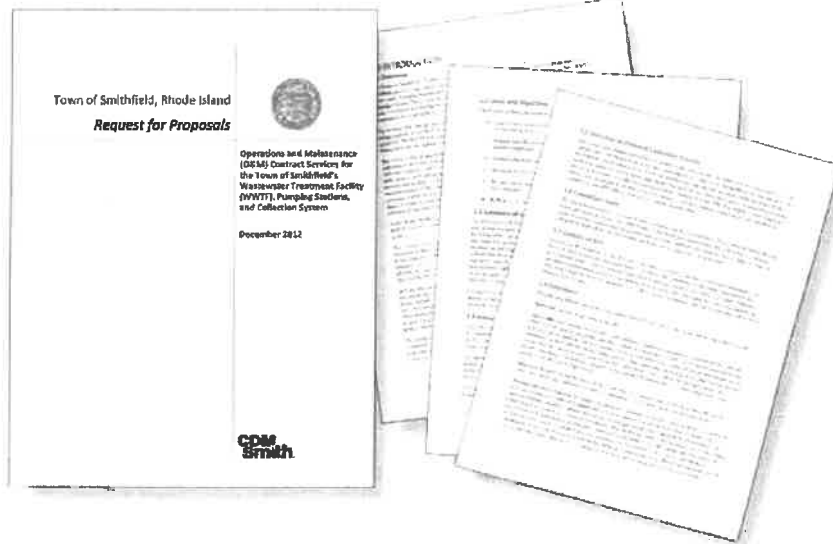


Proper installation and testing will ensure that constructed facilities perform as intended



New SMH vacuum testing

CDM Smith provided the Town with professional engineering services during the preparation of the Request for Proposals (RFP), the procurement process, the proposal review process, and support services during the contract negotiations and award process, for the Operations and Maintenance (O&M) Contract Services for the Town's Wastewater Treatment Facility (WWTF), Pumping Stations, and Collection System RFP.



Where testing is performed by the construction contractor, CDM Smith will record all procedures and results, and provide summary documentation to the Town upon completion. Should outside consultants or specialty subcontractors be utilized by the contractor for testing services, we will include any documentation provided by these organizations in our submission to the Town. Should any portion of the testing fail or be otherwise unacceptable, CDM Smith will coordinate with the Town and the construction contractor to develop suggested corrective actions to be performed in advance of retesting. We will issue a summary memorandum upon successful completion of all required testing procedures.

Engineering Services

Should the Town require additional engineering services beyond those noted above, CDM Smith is prepared to provide comprehensive support to assist in the long term operation, maintenance, and improvement of the sewer collection and treatment facilities. From conceptual design, to field testing and operational analysis, to preparation of detailed construction documents and bidding services, CDM Smith will assist with our Providence-based engineering team, with support from our multi-disciplinary staff in our Boston office when required.



Camp Street Pump Station

The following is a partial list of the types of services CDM Smith is prepared to provide the Town:

- Review of plans, specifications, calculations, and other design documents
- Evaluation of pump station operations and recommendations for improvements
- Preparation and/or review of correspondence or other documentation (i.e., letters, submittals, regulatory agency programs, etc.)
- Review of regulatory agency correspondence regarding impacts to the Town's collection and treatment facilities
- Meetings with project owners; Sewer Authority, Town personnel, regulatory agency representatives, and others as may be requested by the Town
- Preparation of schematic sewer plans and preliminary estimates of project costs
- Detailed design for collection system rehabilitation or expansion, pump station improvements, and treatment plant modifications




Exterior resistivity testing

- Preparation of plans and specifications suitable for bidding of construction project
- Support for treatment facility operations and improvements, including managed asset registry review
- Collection system flow studies
- Cost Estimating
- Preparation and submission of state funding applications and support throughout project execution
- Management of public bidding for construction projects including advertisement, bid opening, and bidder evaluations through contract award
- Construction administration, including shop drawing review, checking and submission of payment requisitions, preparation of project correspondence, and maintenance of project files
- Support for regulatory compliance for capacity management operations and maintenance (CMOM) as currently being enforced by the Environmental Protection Agency (EPA)
- Technical support for wastewater treatment plant operations and regulatory support including National Pollutant Discharge Elimination System (NPDES) permit negotiations

As demonstrated in Sections 2 and 3 of this submittal, we have the history, broad experience, and knowledgeable staff to support the Town of Smithfield and the Sewer Authority through any wastewater projects that may arise throughout the duration of this contract. Working closely with the Town, CDM Smith is committed to supporting the Town's goals in the operation of its collection and treatment facilities for the protection of public health for the residents of Smithfield.

Since 2005, the Town has relied on CDM Smith to provide professional engineering services for a range of consulting engineering activities. Currently, we are providing services under the *Sewer Plan Review, Construction Inspection and On-Call Engineering Services program* which has included the following:

- **Review and Construction Inspection Engineering Services FY 2005-2019:**
CDM Smith provides design drawing and specification review services, and construction oversight to ensure compliance with the Smithfield Sewer Authority's design and construction standards. CDM Smith coordinates with project owners and Town officials to clarify design requirements and content, to discuss relevant technical issues, and provides project representatives for construction inspection



and oversight to ensure that sewer projects are constructed in accordance with the approved plans and Smithfield Sewer Authority standards. In addition to design review and construction monitoring, CDM Smith performs acceptance test witnessing, evaluation and final inspection activities.

- **Design Review/Inspection Projects:** We have provided sewer design review and inspection services for a number of projects for the Town, including but not limited to, Bryant University—multiple development and expansion projects and infrastructure upgrades throughout the entire campus. Major developments including but not limited to the Residences at Limerock, Oaks at Harris, Dean Estates and Stillwater Place Condominiums.
- **Engineering Evaluation and Specialized Technical Services:** CDM Smith has provided sewer system engineering analysis and evaluation and specialized technical services for a host of project for the Town. Work has included review of industrial developments and expansions, infrastructure upgrades, hydraulic model updates and evaluations, and regulatory review and permitting. This work resulted in the development of reports that aided the Town in evaluating system wide sewer improvements and expansion with respect to sound engineering and financial practices. The following is a list of recent notable services:
 - Route 44 Longhouse Bridge No. 155 Sewer Main Evaluation
 - Alexion Expansion – Industrial Pretreatment Permit (IPP) Modification
 - Stillwater Interceptor Hydraulic Model Evaluation
 - Reassessment of the Industrial Pretreatment Program Local Limits – Development of Maximum Headworks Loading (MAHL) for Priory Pollutants tributary to the Smithfield WWTP
 - Permitting Assistance – Temporary Stream Crossing for Interceptor Cleaning
- **Sewer System Evaluation Study (SSES) Program:** CDM Smith developed a comprehensive SSES program for the Town coordinated with the Town's wastewater collection system operator (Veolia Water). The work has included developing and implementing a comprehensive Town-wide flow metering program to identify and quantify infiltration and inflow (I/I) within the sewer collection system; developing a report that provided detailed recommendations for follow-up investigations and monitoring programs to target specific sources of I/I and identified collection system operation and maintenance (O&M) improvements; provided design, bidding, and procurement services for various collection system testing/monitoring programs including a Town-wide smoke testing program; and, oversight of field activities, data compilation and analysis, and report preparation associated with the programs

- 
- **Sewer Repairs:** CDM Smith developed contract documents for bidding of both open-cut and trenchless sewer repairs as part of the test and control basin program. CDM Smith reviewed bid packages and design submittals to ensure conformance with the contract documents, and provided construction oversight of the field activities.
 - **Stormwater Management Model:** CDM Smith developed a state-of-the-art Stormwater Management Model (SWMM) that dynamically simulates both sewer flows and groundwater. The model continues to be used to evaluate system capacity and performance under varying conditions, and as a planning tool to develop cost-effective sewer system improvement projects.
 - **Managed Asset Registry Review:** We recently conducted a review of the Managed Asset Registry for the Town to ensure compliance with the requirements of the service agreement between Veolia Water North America (wastewater operator) and the Town.
 - **RFP Development and Procurement Services for the Wastewater Operations and Maintenance (O&M) Contract:** CDM Smith assisted the Town in the development of bidding documents, along with bidding and procurement services for a new Wastewater O&M vendor to operate and maintain the Town's Wastewater Treatment Facility (WWTF), wastewater Pumping Stations and wastewater Collection System for the next decade. This work was completed on a fast-track schedule

EXHIBIT B TO MSA AGREEMENT

Fee Schedule

CDM Smith has selected staff for this project that represents an appropriate blend of experience and salary. This approach will result in quality work delivered to the Town in a cost-efficient manner.

Consistent with our current services to the Town, we anticipate establishing individual task orders for each individual project assignment. Our **Principal-in-Charge, Brendan F. Ennis, PE**, assisted by our **Project Manager, Kevin W. Schott, PE** will discuss scope, staffing, and level of effort for each assignment to ensure that the Town's needs are well defined and will be satisfied. In an emergency, Mr. Ennis will authorize an immediate response to requests by the Town, and fees will be based on actual time spent. Negotiations of completed scopes and budgets will follow, allowing emergency response to continue unimpeded. CDM Smith will not commence work on any individual project or task order without prior approval by the Town.

The hourly rates presented in the Proposal "Statement Blank" form are rates for the first full year of service; an average annual increase of 4% in individual rates is anticipated for years 2 and 3, in conjunction with annual salary adjustments. Beyond that, if authorized by the Town, salaries for years 4, 5, and 6 would be based on changes in the Consumer Price Index.

Since routine expenses are project dependent and often beyond the control of CDM Smith, such expenses such as mileage, shipping, copying, field supplies, etc., will be detailed separately from labor costs and included in the total upper limit estimate and invoicing for each task order. Reimbursement for expenses will be at the actual cost, with no mark-up.

For labor, the task order price will include markup of salary for overhead and profit in the form of a salary cost plus a percentage method of payment. For all staff, salary cost is defined as raw labor plus employee benefits, which currently approximates 39 percent. Overhead and profit will be 125 percent of the salary cost.

120

TOWN OF SMITHFIELD

State of Rhode Island

STATEMENT BLANK

Name of Company	CDM Smith Inc.
Agrees to bid on: (Item(s) to be bid)	PLAN REVIEW, CONSTRUCTION INSPECTION & ON CALL SEWER ENGINEERING SERVICES
Tentative Date of Award:	MAY, 2019
Applicable Fee Schedule:	See Table Below. Additional Bidding Details: Please provide a Fee (Rate) Structure Matrix, with individual hourly rate. (Use Additional Pages if Necessary)

Employee Title	Employment Class	Employment Status (full or part time, etc.)	Hourly Rate*
President	-----	-----	-----
Vice President	OPGN8/ENEV9	Full	\$73 - 82
Senior VP	-----	-----	-----
Project Manager	ENEV7	Full	\$55
Lead Engineer	ENEV 5-7	Full	\$45 - 52
Staff Engineer	ENEV 2-4	Full	\$32 - 37
Junior Engineer	ENEV 1-3	Full	\$26 - 30
Inspector	CNRP6/ENEV3	Full	\$35 - 40
Administrative	-----	Full	\$25
Principal/Associate	ENEV9	Full	\$77 - 90
Principal-in-Charge	ENEV8	Full	\$68

Federal ID# or Social Security #:	Federal Tax ID # 04-247-3650
Signature:	
Title of Person Signing:	Brendan F. Ennis, PE, Client Service Leader
Firm Name:	CDM Smith Inc.
Address:	260 West Exchange Street, Suite 300, Providence, RI 02903
Phone #	401-457-0339 (Email: ennisbf@cdmsmith.com)
Delivery Date:	Friday, March 22, 2019 at 10:00 AM
Name of Insurance Company:	Various (see Proof of Insurance form in Appendix A)

* The Town of Smithfield shall be invoiced monthly based on actual raw labor rates, plus employee benefits (39%), and plus overhead and profit (~~125%~~). 120% per attached email

From: Ennis, Brendan F.
Sent: Friday, June 14, 2019 7:16 AM
To: Kevin Cleary
Cc: Schott, Kevin; sylvester552
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Kevin,

The Town's proposed overhead and profit rate of 120% is acceptable.

Thank you,
Brendan

From: Kevin Cleary <kcleary@smithfieldri.com>
Sent: Thursday, June 13, 2019 3:00 PM
To: Ennis, Brendan F. <ennisbf@cdmsmith.com>
Cc: Schott, Kevin <SchottKW@cdmsmith.com>; sylvester552 <sylvester552@verizon.net>
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,

Is this proposed rate a possibility? Sorry to press, trying to get this to the Sewer Authority for their meeting next Wednesday and my package info needs to go to them for tomorrow.

Kevin Cleary, PE, LSIT
Town Engineer | Town of Smithfield
64 Farnum Pike | Smithfield, RI | 02917
P: 401-233-1041 | F: 401-233-1091
E: kcleary@smithfieldri.com
W: www.smithfieldri.com

From: Kevin Cleary
Sent: Thursday, June 13, 2019 12:05 PM
To: 'Ennis, Brendan F.'
Cc: ""\Schott, Kevin\""; 'sylvester552'
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,

I've reviewed the hourly rate structure for the requested services. I see the hourly rates have understandably gone up, but also the overhead has increased too.

May I request maintaining the current 120% overhead rate, as opposed to the 125% overhead rate proposed in the rate structure? If CDM-Smith is amenable to this the Selection Committee will forward a recommendation as such for continued services.

Thank you for your consideration on the item and please let me know if you would like to discuss further.

Kevin Cleary, PE, LSIT
Town Engineer | Town of Smithfield
64 Farnum Pike | Smithfield, RI | 02917
P: 401-233-1041 | F: 401-233-1091
E: kcleary@smithfieldri.com
W: www.smithfieldri.com

From: Kevin Cleary
Sent: Wednesday, June 12, 2019 9:47 AM
To: 'Ennis, Brendan F.'
Cc: "\"Schott, Kevin\""; 'sylvester552'
Subject: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,

The Selection Committee is interested in CDM's qualification statement and as such would like to review the hourly rate fee structure included in the separate sealed envelope at the time of the statement submission.

Accordingly, the Mike and I would also like to take the opportunity to request additional services to be included. Other consultants that submitted qualifications indicate the submission of electronic reporting during project reporting. Is this something that CDM can offer to Smithfield within the limits of your qualifications for our consideration?

We will be requesting the fee structure envelope later today.

Thank you for your consideration.

Kevin Cleary, PE, LSIT
Town Engineer | Town of Smithfield
64 Farnum Pike | Smithfield, RI | 02917
P: 401-233-1041 | F: 401-233-1091
E: kcleary@smithfieldri.com
W: www.smithfieldri.com

EXHIBIT B SUPPLEMENT TO MSA AGREEMENT

CERTIFICATE OF LIABILITY INSURANCE



DATE(MM/DD/YYYY)
10/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX** (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
CDM Smith Inc.
75 State Street, Suite 701
Boston MA 02109 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Insurance Corporation	42404
INSURER B: LM Insurance Corporation	33600
INSURER C: Lloyd's Syndicate No. 2623	AA1128623
INSURER D: ACE Property & Casualty Insurance Co.	20699
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570078797954

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB7611B8T8Z6049	01/01/2019	01/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			X00G28194687003	01/01/2019	01/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA561DB8T8Z6019 AOS WC5611B8T8Z6029 WI	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Archit&Eng Prof			PSDEF1900033 Professional/Claims Made	01/01/2019	01/01/2020	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project: Town of Smithfield, Rhode Island Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services, 3 year contract with 3 optional 1-yr renewals (6 years total).
The Town of Smithfield is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Town of Smithfield
Attn: Kevin Cleary, P.E., LSIT
64 Farnum Pike
Smithfield RI 02917 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier : A

Certificate No : 570078797954

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations



SMITHFIELD
PUBLIC SCHOOLS

TOWN OF SMITHFIELD SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: REQUEST FOR AWARD OF BOYLE ATHLETIC FIELD COMPLEX AT SMITHFIELD HIGH SCHOOL.

DATE: MAY 31, 2023

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

BACKGROUND:

At the April 18, 2023 Town Council Meeting, approval was granted to advertise the Boyle Athletic Field Complex and at the May 22, 2023 bid opening date, four (4) proposals were received.

At the bid opening, it was noted that the package received by Green Acres did not contain the new bid form issued with Addendum 1, dated May 12, 2023. By using the older bid form, the apparent low bidder did not include the allowances and unit prices. RGB the OPM and the Boyle Evaluation Committee reached out to the Town to confirm and consider Green Acres bid valid. The Town Solicitor was asked for a legal opinion and per Solicitor review, The Town will accept Green Acres' bid.

RGB Architects acting as the School Department Owner Project Manager (OPM) in conjunction with the Boyle Evaluation Committee reviewed the four (4) proposals. The team had questions and clarifications for the apparent low bidder Green Acres Landscaping & Construction. This process provided a better understanding of the contractor's position and in addition RGB the OPM contacted the references provided by the contractor and based on the feedback provided by the references is qualified to perform the work as outlined in the RFP.

After the review process, the Boyle Evaluation Committee jointly with RGB the School Department's OPM met on May 25, 2023, at this meeting, the group is recommending the Town Council hereby award the Base Bid for all structural, Architectural, plumbing, mechanical and electrical work, at a cost not to exceed \$4,234,252.00. Alternate two (2) for Athletic Field Synthetic Turf Upgrade at a cost not to exceed \$37,965.00. Alternate three (3) to furnish and install a Home Athletic field scoreboard at southeast corner of

Athletic field running track at a cost not to exceed \$85,785.00. The plan is to advertise a separate RFP for the remaining items. The total of the Base bid, Alternate two (2) and Alternate three (3) for the Boyle Athletic Field Complex at Smithfield High School be awarded to the lowest qualified bidder Green Acres Landscaping & Construction for an amount not to exceed \$4,356,002.00.

FINANCIAL IMPACT:

Through the Boyle Athletic Field Project funds.

ATTACHMENTS:

Copy of the lowest qualified proposal from Green Acres Landscaping & Construction, copy of the Bid Tabulation form and a letter from RGB the School Department's OPM stating that Green Acres is qualified to perform the work as outlined in the RFP.

MOVED:

The Smithfield Town Council hereby award the Base Bid for all structural, Architectural, plumbing, mechanical and electrical work, at a cost not to exceed \$4,234,252.00. Alternate two for Athletic Field Synthetic Turf Upgrade at a cost not to exceed \$37,965.00. Alternate three to furnish and install a Home Athletic field scoreboard at southeast corner of Athletic field running track at a cost not to exceed \$85,785.00 for the Boyle Athletic Field Complex at Smithfield High School project to the lowest qualified bidder, Green Acres Landscaping & Construction, for an amount not to exceed \$4,356,002.00.



architecture
project management
interior design

May 30, 2023

Smithfield Public Schools
Boyle Field Building Committee
49 Farnum Pike
Smithfield, RI 02917

**Re: Boyle Field Athletic Complex
General Contractor Response Reviews
RGB #6384-3.5**

Dear Building Committee:

The Smithfield Public School (SPS) department, through the Town of Smithfield's purchasing office published a public Request for Bids for the improvements at the Boyle Field Complex. This solicitation yielded 4 bid packages. Bids were received from the following firms:

- DiGregorio Inc.
- R.A.D. Corp.
- Green Acres Landscaping and Construction Co., Inc.
- J. R. Vinagro Corporation

Refer to the attached Bid Tabulation, Green Acres Landscaping and Construction Co., Inc. (Green Acres) is the apparent low bidder.

As requested, RGB reviewed the submitted bid packages in response to the Request for Bids/Proposals solicitation for the above referenced project. After review, RGB and members of the SPS team had a series of follow up questions and clarifications the apparent low bidder. RGB reached out to the apparent low bidder and reviewed the questions. The intent of the communication was to gain a better understanding of the contractor's position. In addition, RGB contact references provided by the contractor for several projects as due diligence.

The following is a summary of RGB's review:

Responsive Bid

At the bid opening, it was noted by Town that the bid package received from Green Acres included the required bid bond. Per further review, the package also included a signed bid form, certificated for performance and payment bonds, executed qualifications form, with references, and evidence of sufficient experience to perform the scope of work outlined in the RFP.

While conducting the initial due diligence, RGB was informed that the apparent low bidder did not use the most recent bid form. RGB confirmed that the apparent low bidder used the bid form dated 3-31-23 in lieu of the new bid form dated 5-12-23, issued with Addendum 1. By using the older bid form, the apparent low bidder did not include the allowances and unit prices. RGB reached notified the Town to confirm that is will consider Green Acres' bid valid. Per review of the Town's solicitor, the Town will accept Green Acres' bid.



Smithfield Public Schools
Boyle Field Building Committee
General Contractor Response Reviews
RGB #6683-3.5
June 30, 2023

Page 2 of 2

Due Diligence

RGB contacted Gale Associates, a design team that was listed in Green Acres' submission as a referenced. Kathy Hervol, with Gale reported that she worked on three successful projects where Green Acres was the contractors. The projects were similar in size and scope at the Boyle Field project. Ms. Hervol indicated that Green Acres was a very professional firm that was easy to work with and executed the projects on time and on budget. She added that the firm's owner was directly involved in each project and did not pursue excessive change orders.

RGB reached out to David Croston, who was part of the Portsmouth Building Committee team for the RI Portsmouth schools' field renovations. Mr. Croston spoke very highly of the work Green Acres performed at Portsmouth schools. The scope of work was similar to the Boyle Field project. Mr. Croston repeated several of the points that Gale Associates noted and would recommend Green Acres as well.

Finally, RGB contacted Ben Gleason with the Town of Weymouth. Mr. Gleason reported that he has worked with Green Acres on at least 3 field projects. Each project was successful. He noted that Green Acres have very little change orders and has not had any issues with the fields that were constructed. Mr. Gleason indicated that he would recommend Green Acres for field-related work.

Business

From the material submitted as part of the bid response package, Green Acres has identified at least 3 Minority Owner Business Entities with which it will contract. The goal of 10% participation is not reached. Much of the base bid work is self-performed.

Green Acres has reported not having pending legal disputes or claims and appears to be an appropriately capitalized organization.

In conclusion, based on the review of the bid proposals received and the feedback provided by the references, it RGB's opinion that Green Acres is qualified to perform the work described in the bid documents and is the lowest qualified bidder.

Please let me know how you would like to proceed and contact me should you have any additional questions.

Respectfully submitted,

A handwritten signature in black ink that reads 'John Racine'. The signature is written in a cursive, flowing style.

John Racine, AIA, NCARB, LEED AP
Principal
RGB architects

DOCUMENT 00 41 13 - BID FORM

Date: 5/19/2023

To: Town of Smithfield
Smithfield Town Hall
64 Farnum Pike,
Smithfield, Rhode Island 02917
Attn: Office of Mr. Carlos Santos, Smithfield Purchasing Agent

Project: Smithfield High School – Boyle Athletic Field Complex Improvements
90 Pleasant View Avenue
Smithfield, Rhode Island 02917

Submitted by: Green Acres Landscape & Const. Co Inc

21 Malbone Street Lakeville, MA

(Include in the above spaces the firm's legal name, address, telephone, fax number, contact and email address.)
(All information should be typed or printed.)

1. BASE BID

The Base Bid: Complete all structural, architectural, plumbing, mechanical, and electrical work associated with the **Smithfield High School – Boyle Athletic Complex Improvements** as indicated in the Construction Documents (Drawings & Specifications). The Base Bid schedule has established a **Substantial Completion date of November 17, 2023**, and a **Final Completion date for Work of January 31, 2024**.

"TIME IS OF THE ESSENCE"

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Rowse Architects, Inc., Architect for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

\$		4	,	2	3	4	,	2	5	2	.	0	0
----	--	---	---	---	---	---	---	---	---	---	---	---	---

(Numeric)

Four Million Two Hundred Thirty-Four Thousand Two
Hundred Fifty-Two dollars.

(Written)

WE HAVE INCLUDED THE REQUIRED 5% BID SURETY AS REQUIRED BY THE INVITATION TO BID.

3. DOCUMENTS TO BE INCLUDED WITH BID SUBMISSION:

BIDDER shall fill out and submit the following documents with their bid submission:

- a) Contractors Qualification Statement; Refer to Specification Section 000410.
- b) Instruction To Bidders Forms; Refer to Specification Section 002113.
- c) Minority Business Enterprise Certification; Refer to Specification Section 003113.
- d) Bid Bond, Refer to Specification Section 004313.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated <u>5/12/2023</u>	Addendum No. 2, dated <u>5/18/2023</u>
Addendum No. 3, dated _____	Addendum No. 4, dated _____

5. ALLOWANCES

Allowances include the Contractor's cost for all work delineated as part of an allowance including all overhead, profit, general conditions, mobilization, and similar costs.

The Contractor shall maintain detailed logs recording all materials, weight and quantity slips, labor, equipment, invoices, statements and other services applicable to the allowance. All logs shall be quantified and submitted to the Owner and Architect on a weekly basis.

Any overage or underage in the allowance amount shall result in a modification of the Contract Price according to the Unit Pricing used to establish the allowance as presented in the allowance table at one hundred percent (100%) the scheduled value.

The Contractor shall be responsible for the coordination of all work and/or services required to perform the tasks outlined in the allowance, including but not limited to, administrative costs, labor, equipment, and materials.

We have included the following Unit Price Allowances as indicated below and specified Section 012100, "Allowances", in Division 1 of the Specifications, in the above Bid Sum:

- | | |
|--|------------|
| a) Bulk Rock Allowance: | \$ 11,000 |
| b) Trench Rock Allowance | \$ 6,000 |
| c) Unanticipated Unsuitable Soil Allowance | \$ 385,000 |
| d) Synthetic Turf Testing Allowance | \$ 10,000 |

6. ALTERNATES:

BIDDER agrees to be bound by the following alternate prices and scopes of each alternate as specified in section 012300, "Alternates", and appropriate alternate specific sections.

BIDDER agrees that the cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

BIDDER agrees that costs listed for each alternate includes all costs of related coordination, revision, or adjustment.

- a) Add Alternate No. One – New Home Field Grandstand with Press Box, New Concession Building, and New Athletic Field Main Entrance Plaza:

Furnish and install a new entrance plaza, a new concession building, and a new home field bleacher grandstand assembly at the new Athletic Field. Refer to Specification Section 012300 – Alternates for additional information.

\$			2	,	0	9	2	,	6	7	0	.	0	0
----	--	--	---	---	---	---	---	---	---	---	---	---	---	---

(Numeric)

Two Million ninety two Thousand Six Hundred Seventy Dollars

(written)

- b) Add Alternate No. Two – Athletic Field Synthetic Turf Upgrade

Upgrade the base bid synthetic field turf system with a 59 Oz per square yard synthetic field turf system with brock infill and shock pad with a ten year warranty period. Refer to Specification Section 012300 – Alternates for additional information.

\$,	3	7	,	9	6	5	.	0	0
----	--	--	--	---	---	---	---	---	---	---	---	---	---

(Numeric)

Thirty-Seven Thousand Nine Hundred Sixty-Five Dollars

(written)

- c) Add Alternate No. Three – Furnish and Install Home Athletic Field Scoreboard at southeast corner of the Athletic Field running track.

Furnish and install a new 8'-0" high X 25'-0" wide x 8" deep electronic single sided multi-purpose LED scoreboard assembly with controller and structural support system located at the southeast corner of the new Athletic Field running track. Refer to Specification Section 012300 – Alternates for additional information.

\$,	8	5	,	7	8	5	.	0	0
----	--	--	--	---	---	---	---	---	---	---	---	---	---

(Numeric)

Eighty-Five Thousand Seven Hundred Eighty-Five Dollars

(written)

- d) Add Alternate No. Four – Furnish and Install a new Press-box at the Home Field Grandstand Bleachers.

Furnish and install the new 8'-0" wide X 30'-0" long X 9'-10-7/8" high home field pre-manufactured grandstand press box assembly at the Home Field Bleachers. Refer to Specification Section 012300 – Alternates for additional information.

\$				2	5	3		0	8	0	.	0	0
----	--	--	--	---	---	---	--	---	---	---	---	---	---

(Numeric)

Two Hundred Fifty Three Thousand Eighty Dollars

(Written)

7. UNIT PRICES

BIDDER agrees to be bound by the following unit prices:

The following Unit Prices, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the Work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead and no further surcharges are to be added to any Unit Price item of Work that may be order done. Work omitted from the contract will be calculated at 98 percent of the additional work unit prices.

Unit prices for fabricated items shall include all necessary connections and fastenings required to produce complete framing assemblies.

The Bidder (Contractor) shall maintain detailed logs recording all materials, weight and quantity slips, labor, equipment, invoices, statements and other services applicable to the unit price. All logs shall be quantified and submitted to the Owner and Architect on a weekly basis.

BIDDER agrees that the below listed unit prices will not contain anything to alter or void the Lump Sum Proposal and that applicable contents of this Proposal shall be binding on the unit prices and the work involved whether or not it be specifically stated.

All work covered by the unit prices enumerated below shall be performed in accordance with requirements of the specifications.

DESCRIPTION OF SERVICE	CONTRACTORS UNIT COST
Bulk Rock Excavation. Refer to Section 31 00 00 for additional requirements.	
Per Cubic Yard (Not to exceed \$110 Per Cubic Yard)	\$, 100 . 00
Trench Rock Excavation. Refer to Section 31 00 00 for additional requirements.	
Per Cubic Yard (Not to exceed \$240 Per Cubic Yard)	, 200 . 00
Unanticipated Unsuitable Soil removal and replacement with suitable compacted material. Refer to Section 31 00 00 for additional requirements.	
Per Cubic Yard (Not to exceed \$55 Per Cubic Yard)	\$, 52 . 00

Unanticipated Unsuitable Soil removal and replacement with suitable compacted material. Refer to Section 31 00 00 for additional requirements.		
Per Cubic Yard (Not to exceed \$55 Per Cubic Yard)	\$	52.00
Imported Common Borrow/Granular Fill, including all labor, equipment, and materials required for proper placement and compaction. Refer to Section 31 00 00 for additional requirements.		
Per Cubic Yard	\$	43.75
Remove and Dispose excess loam offsite.		
Per Cubic Yard	\$	27.00
Spread Loam (6" Thick)		
Per Cubic Yard	\$	27.00
Sand Gravel Fill Base (8" Thick)		
Per Square Yard	\$	40.00
4" Concrete Walk		
Per Square Yard	\$	130.00
6' High Black Vinyl Chain Link Fence		
Per Linear Foot		75.00
Visitor Bleachers		
Per Each	\$	
		94,500.00 INSTALLED

LABOR + MATERIALS

INSTALLED

Storage Units	
Per Each	\$, 21,500.00

21,500.00 INSTALLED w/ CONCRETE
+ STAMPED PLANS

8. ACCEPTANCE

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and MAY NOT be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of his bid, the Bidder will execute the formal contract attached within 10 days and deliver a performance bond, a labor and material payment bond, and a certificate of insurance, as required by the general conditions.

The bid surety attached for the sum of 5% of the bid, is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID, with any other BIDDER or with any competitor.

9. SCHEDULE (Contract Time)

If this Bid is accepted, unless indicated otherwise on the bid form, Bidder will achieve a **Substantial Completion date of November 17, 2023** (Smithfield High School – Boyle Athletic Field Complex Improvements) at which date the Owner's operations can commence.

****TIME IS OF THE ESSENCE****

10. JOINT VENTURES

Firms that are bidding this Project as part of a Joint Venture Partnership shall meet the following criteria in order to be eligible to participate in the Project.

- At least one (1) of the firms participating in the Joint Venture Partnership shall have been incorporated or otherwise legally established as a construction business in the State of Rhode Island and Providence Plantations for not less than ten (10) years.
- Each entity shall have participated in and completed a minimum of two (2) previous Joint Venture Partnerships together of the same magnitude as this Project in the last ten (10) years.

Joint Venture Partnerships that have submitted a Bid for this Project shall meet all the eligibility requirements detailed above and shall submit all documentation that may be requested by the Owner in regards to the Joint Venture Partnership within five (5) days of notice of consideration of acceptance of Bid. Joint Venture Partnerships that do not submit the appropriate requested information shall not be eligible for Bid Award.

11. BIDDER ACKNOWLEDGEMENTS

In accordance with Article 13, Insurance, included in the Information for Bidders, the BIDDER shall provide a certificate of insurance covering all operations under this contract. The certificate of insurance meeting all conditions set forth therein shall be submitted prior to execution of the formal contract.

REQUIREMENT FOR LICENSE NUMBER:

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE TYPE: General Contractor LICENSE NUMBER: 33371

12. SALES TAX

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. Exemption certificates will be completed as required by the successful bidder.

13. BID FORM SIGNATURE(S)

The undersigned declares: that the only person interested in this proposal as principals are named herein as such; that no official of the Owner and no person acting for or employed by the Owner is interested directly or indirectly in this proposal or in any contract which may be made under it, or in any expected profits to arise there from; that his proposal is made in good faith, without fraud, collusion with any other person bidding or refraining from bidding for the same work; that he has examined the contract drawings relating to the contract covered by this proposal and in regard to all conditions pertaining to the work and carefully checked his estimates of cost and from them makes this proposal.

The Bid Sum submitted for the Base Bid includes the totals for Bid Alternates AND Unit Costs as the Bid Form requires.


(Bidder's Signature)

Corporate Seal:

Joseph Barbosa
(Bidder's name – Printed or Typed)

President
(Bidder's Title – Printed or Typed)

THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS AFFIXED HIS or HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY. THIS FORM MUST BE SUBMITTED WITH AND AFFIXED TO THE BID FORM.

END OF SECTION 00 41 13



**TOWN OF SMITHFIELD
SCHOOL DEPARTMENT
BID TABULATION**

BID OPENING DATE: Monday, May 22, 2023 @ 11:30 AM EST

BID NUMBER: 041823BAFC

PROJECT: Smithfield High School - Boyle Athletic Field Complex Improvements

**PREPARED BY: CARLOS SANTOS-PURCHASING AGENT
PURCHASING AGENT**



**SMITHFIELD
PUBLIC SCHOOLS**

RESPONDER NAME & ADDRESS	Base Bid Cost	Alternate One Cost	Alternate Two Cost	Alternate Three Cost	Alternate Four Cost	Total Project Cost
DiGregorio, Inc. 23 Business Park Drive Smithfield, RI 02917 Contact: Arthur Scothon Phone: 401-232-1400 Email: ascoston@digregoriocorp.com	\$5,315,000.00	\$1,320,000.00	\$90,000.00	\$90,000.00	\$300,000.00	\$7,115,000.00
R.A.D. Corp. d/b/a R.A.D. Sports 171 V.F.W. Drive Rockland, MA 02370 Contact: Robert M. Delmonico, President Phone: 781-871-4400 Email: RMD@radsports.com	\$4,979,530.00	\$2,431,735.00	\$506,250.00	\$103,110.00	\$344,435.00	\$8,365,060.00
Green Acres Landscape & Const. Co, Inc. 21 Malbone Street Lakeville, MA 02347 Contact: Joseph Barbosa, President Phone: 508-823-6699/508-823-7502 Email: jbarbosa@greenacreslandscape.net	\$4,234,252.00	\$2,092,670.00	\$37,965.00	\$85,785.00	\$253,080.00	\$6,703,752.00
J.R. Vinagro Corporation 2208 Plainfield Pike Johnson, RI 02919 Contact: William Peckham, Vice President Phone: 401-479-8269 Email: bpeckham@jrvinagrocorp.com	\$5,680,000.00	\$2,181,000.00	\$1.00	\$96,000.00	\$245,000.00	\$8,202,001.00

REFERRED TO THE SCHOOL DEPARTMENT EVALUATION COMMITTEE AND FUTURE RECOMMENDATION
FORWARDED TO THE SCHOOL COMMITTEE AND TOWN COUNCIL FOR APPROVAL.



SMITHFIELD
PUBLIC SCHOOLS

TOWN OF SMITHFIELD SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: REQUEST FOR AWARD OF THE SMITHFIELD HIGH SCHOOL HVAC ROOFTOP UNITS REPLACEMENTS.

DATE: MAY 31, 2023

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

BACKGROUND:

At the April 18, 2023 Town Council Meeting, approval was granted to advertise the Smithfield High School HVAC Rooftop Units Replacement and at the May 22, 2023 bid opening date, three (3) proposals were received.

RGB Architects acting as the School Department Owner Project Manager (OPM) in conjunction with the Boyle Evaluation Committee reviewed the three (3) proposals.

RGB the OPM contacted the references provided by the contractor and based on the feedback provided, Coyne Mechanical Inc. is qualified to perform the work as outlined in the RFP.

After the review process, the Boyle Evaluation Committee jointly with RGB the School Department's OPM met on May 25, 2023, at this meeting, the group is recommending the Town Council hereby award the Base Bid – Complete all structural, architectural, plumbing, mechanical and electrical work for an amount not to exceed \$259,000.00 and Alternate one (1) – New Electrical wiring, conduit and circuit breakers for an amount not to exceed \$101,200.00 all for the Smithfield High School HVAC Rooftop Units to the lowest qualified bidder Coyne Mechanical Inc. located in Chepachet, RI for a total amount not to exceed \$360,200.00.

FINANCIAL IMPACT:

Through the Boyle Athletic Field Project funds.

ATTACHMENTS:

Copy of the lowest qualified proposal from Coyne Mechanical Inc., copy of the Bid Tabulation form and a letter from RGB the School Department's OPM

stating that Coyne Mechanical Inc. is qualified to perform the work as outlined in the RFP.

MOVED:

The Smithfield Town Council hereby award the award the Base Bid – Complete all structural, architectural, plumbing, mechanical and electrical work for an amount not to exceed \$259,000.00, Alternate one (1) – New Electrical wiring, conduit and circuit breakers for an amount not to exceed \$101,200.00 all for the Smithfield High School HVAC Rooftop Units to the lowest qualified bidder Coyne Mechanical Inc. located in Chepachet, RI for a total amount not to exceed \$360,200.00.



architecture
project management
interior design

May 30, 2023

Smithfield Public Schools
Boyle Field Building Committee
49 Farnum Pike
Smithfield, RI 02917

**Re: High School Roof Top Units Replacement
General Contractor Response Reviews
RGB #6384-3.5**

Dear Building Committee:

The Smithfield Public School (SPS) department, through the Town of Smithfield's purchasing office, published a public Request for Bids for the replacement of the High School Rooftop Units. This solicitation yielded 3 bid packages. Bids were received from the following firms:

- Mill City Construction Inc.
- Martone Service Company, Inc.
- Coyne Mechanical Inc.

Refer to the attached Bid Tabulation, Coyne Mechanical Inc. (CMI) is the apparent low bidder.

As requested, RGB reviewed the submitted bid packages in response to the Request for Bids/Proposals solicitation for the above referenced project. After review, RGB contacted references provided by the contractor for several projects as due diligence.

The following is a summary of RGB's review:

Responsive Bid

At the bid opening, it was noted by Town that the bid package received from CMI included the required bid bond. Per further review, the package also included a signed bid form, certificated for performance and payment bonds, executed qualifications form, with references, and evidence of sufficient experience to perform the scope of work outlined in the RFP.

Due Diligence

RGB contacted reached out to several references. From the references that responses, RGB reports the following:

RGB reached out to David Palumbo, who was part of the YMCA team that conducted several mechanical upgrades to various YMCA facilities throughout Rhode Island. Mr. Palumbo spoke very highly of the work CMI performed at the YMCA facilities. Mr. Palumbo indicated that he would recommend CMI.



Smithfield Public Schools
High School Rooftop Units Replacement
General Contractor Response Reviews
RGB #6683-3.5
June 30, 2023

Page 2 of 2

RGB contacted Kris Becker, Engineer with Building Engineering Resources (BER). BER was the design engineer for a number of projects listed in the reference table in CMI's bid package. Mr. Becker indicated that BER has worked successfully with CMI on several projects. He noted that CMI is very detail oriented and is typically a team player, willing to work towards a good solution in lieu of slowing the construction process down.

Business

From the material submitted as part of the bid response package, CMI has indicated that it will work towards 10% Minority Owned Business Entity (MBE) participation.

In conclusion, based on the review of the bid proposals received and the feedback provided by the references, it RGB's opinion that Coyne Mechanical, Inc. is qualified to perform the work described in the bid documents and is the lowest qualified bidder.

Please let me know how you would like to proceed and contact me should you have any additional questions.

Respectfully submitted,

A handwritten signature in black ink that reads 'John Racine'. The signature is written in a cursive, flowing style.

John Racine, AIA, NCARB, LEED AP
Principal
RGB architects

DOCUMENT 00 41 13 - BID FORM

Date: 5-22-23To: Town of Smithfield
Smithfield Town Hall
64 Farnum Pike,
Smithfield, Rhode Island 02917
Attn: Office of Mr. Carlos Santos, Smithfield Purchasing AgentProject: Smithfield High School - Mechanical Rooftop Replacement
90 Pleasant View Avenue
Smithfield, Rhode Island 02917Submitted by: Coyne Mechanical Inc
347 Tourtellot Hill Rd
Chapachet RI 02814(Include in the above spaces the firm's legal name, address, telephone, fax number, contact and email address.)
(All information should be typed or printed.)

1. BASE BID

The Base Bid: Complete all structural, architectural, plumbing, mechanical, and electrical work associated with the Smithfield High School - Mechanical Rooftop Replacement as indicated in the Construction Documents (Drawings & Specifications). The Base Bid schedule has established a Substantial Completion date of August 28, 2023, and a Final Completion date for Work of November 15, 2023.

"TIME IS OF THE ESSENCE"

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Rowse Architects, Inc., Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

\$				2	5	9	.	0	0	0	.	0	0
----	--	--	--	---	---	---	---	---	---	---	---	---	---

(Numeric)

Two hundred and fifty nine thousand dollars

(Written)

WE HAVE INCLUDED THE REQUIRED 5% BID SURETY AS REQUIRED BY THE INVITATION TO BID.

3. DOCUMENTS TO BE INCLUDED WITH BID SUBMISSION:

BIDDER shall fill out and submit the following documents with their bid submission:

- a) Contractors Qualification Statement; Refer to Specification Section 000410.
- b) Instruction To Bidders Forms; Refer to Specification Section 002113.
- c) Minority Business Enterprise Certification; Refer to Specification Section 003113.
- d) Bid Bond, Refer to Specification Section 004313.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 5-15-23
Addendum No. 3, dated 5-17-23

Addendum No. 2, dated 5-16-23
Addendum No. 4, dated _____

6. ALTERNATES:

BIDDER agrees to be bound by the following alternate prices and scopes of each alternate as specified in section 012300, "Alternates", and appropriate alternate specific sections.

BIDDER agrees that the cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

BIDDER agrees that costs listed for each alternate includes all costs of related coordination, revision, or adjustment.

1. Add Alternate No. One - Provide New Electrical wiring, conduit and circuit breaker, specified for new rooftop units and roof mounted condensing units:

Add Alternate: Provide pricing for all new work for all rooftop mechanical equipment wiring, conduit(s) and circuit breaker(s) as indicated in Addendum No 3.

\$					1	0	1		2	0	0		0	0
----	--	--	--	--	---	---	---	--	---	---	---	--	---	---

(Numeric)

One hundred and one thousand two hundred dollars

(written)

5. ACCEPTANCE

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and MAY NOT be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of his bid, the Bidder will execute the formal contract attached within 10 days and deliver a performance bond, a labor and material payment bond, and a certificate of insurance, as required by the general conditions.

The bid surety attached for the sum of 5% of the bid, is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID, with any other BIDDER or with any competitor.

6. SCHEDULE (Contract Time)

If this Bid is accepted, unless indicated otherwise on the bid form, Bidder will achieve a **Substantial Completion date of August 28, 2023** (Smithfield High School – Mechanical Rooftop Replacement) at which date the Owner's operations can commence.

****TIME IS OF THE ESSENCE****

7. JOINT VENTURES

Firms that are bidding this Project as part of a Joint Venture Partnership shall meet the following criteria in order to be eligible to participate in the Project.

- a) At least one (1) of the firms participating in the Joint Venture Partnership shall have been incorporated or otherwise legally established as a construction business in the State of Rhode Island and Providence Plantations for not less than ten (10) years.
- b) Each entity shall have participated and completed a minimum of two (2) previous Joint Venture Partnerships together of the same magnitude as this Project in the last ten (10) years.

Joint Venture Partnerships that have submitted a Bid for this Project shall meet all the eligibility requirements detailed above and shall submit all documentation that may be requested by the Owner in regards to the Joint Venture Partnership within five (5) days of notice of consideration of acceptance of Bid. Joint Venture Partnerships that do not submit the appropriate requested information shall not be eligible for Bid Award.

8. BIDDER ACKNOWLEDGEMENTS

In accordance with Article 13, Insurance, included in the Information for Bidders, the BIDDER shall provide a certificate of insurance covering all operations under this contract. The certificate of insurance meeting all conditions set forth therein shall be submitted prior to execution of the formal contract.

REQUIREMENT FOR LICENSE NUMBER:

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE TYPE: Commercial Contractor LICENSE NUMBER: GC-37683

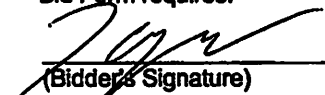
9. SALES TAX

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. Exemption certificates will be completed as required by the successful bidder.

10. BID FORM SIGNATURE(S)

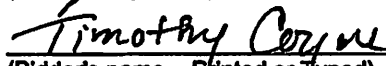
The undersigned declares: that the only person interested in this proposal as principals are named herein as such; that no official of the Owner and no person acting for or employed by the Owner is interested directly or indirectly in this proposal or in any contract which may be made under it, or in any expected profits to arise there from; that his proposal is made in good faith, without fraud, collusion with any other person bidding or refraining from bidding for the same work; that he has examined the contract drawings relating to the contract covered by this proposal and in regard to all conditions pertaining to the work and carefully checked his estimates of cost and from them makes this proposal.

The Bid Sum submitted for the Base Bid includes the totals for Bid Alternates AND Unit Costs as the Bid Form requires.

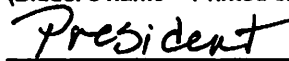


(Bidder's Signature)

Corporate Seal:



(Bidder's name – Printed or Typed)



(Bidder's Title – Printed or Typed)

THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS AFFIXED HIS or HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY. THIS FORM MUST BE SUBMITTED WITH AND AFFIXED TO THE BID FORM.

END OF SECTION 00 41 13

**TOWN OF SMITHFIELD
SCHOOL DEPARTMENT
BID TABULATION**

BID OPENING DATE: Monday, May 22, 2023 @ 11:30 AM EST

BID NUMBER: 041823RURMH

PROJECT: Smithfield High School - MECHANICAL ROOFTOP HVAC REPLACEMENT

**PREPARED BY: CARLOS SANTOS-PURCHASING AGENT
PURCHASING AGENT**



**SMITHFIELD
PUBLIC SCHOOLS**



RESPONDER NAME & ADDRESS	Base Bid Cost	Alternate One Cost	Total Project Cost
Mill City Construction Inc. 7 Old Great Road Lincoln, RI 02865 Christopher Seger Phone: 401-766-3100/401-769-8910 Email: cseger@mill-city.com			
	\$343,900.00	\$80,500.00	\$424,400.00
Martone Service Company, Inc. 22 Sextant Lane Narragansett, RI 02882 michael R. Martone Phone: 401-792-3847/Fax: 401792-3717 Email: mike@martoneinc.com			
	\$422,365.00	\$40,205.00	\$462,570.00
Coyne Mechanical Inc. 347 Tourtellot Hill Road Chepachet, RI 02814 Timothy Coyne Phone: 401-447-7996 Email:			
	\$259,000.00	\$101,200.00	\$360,200.00
Phone: Email:			

REFERRED TO THE SCHOOL DEPARTMENT EVALUATION COMMITTEE AND FUTURE RECOMMENDATION
FORWARDED TO THE SCHOOL COMMITTEE AND TOWN COUNCIL FOR APPROVAL.



CARLOS SANTOS
PURCHASING AGENT

Town of Smithfield

PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.COM

DATE: May 26, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
David Horton, Aharonian & Associates Architects
James Edwards, J G Edwards Construction
RE: Asbestos Abatement at East Smithfield Neighborhood Center, 7 Esmond St. using the State of RI, Master Purchasing Agreement (MPA) 196

SUBJECT:

While performing Phase 1B Renovations to East Smithfield Neighborhood Center, J.G. Edwards Construction, the Towns' General Contractor discovered an area of possible asbestos in the crawl space and flooring in the two restrooms.

J.G. Edwards Construction, contacted RI Analytical to test the areas for asbestos, their inspection and testing determined that there is asbestos present. RI Analytical prepared an Asbestos Abatement Plan and amendment, which was submitted to the RI Department of Health (RIDOH) for approval. RIDOH reviewed and approved the Asbestos Abatement Plan and amendment.

Mr. James Edwards, from J. G. Edwards Construction then contacted General Environmental, a company they are familiar with and frequently use, to inspect the site and provide a proposal. General Environmental quoted \$66,415.00.

Thereafter, the Purchasing Agent was directed to obtain additional proposals for the same work. Five (5) companies listed on the State of RI MPA were provided with the asbestos abatement Scope of Work as laid out by RI Analytical.

Of the Five companies notified, two (2) companies responded, Yankee Fiber Control with a quoted cost of \$67,850.00 and AA Asbestos Abatement Co. with a quoted cost of \$35,930.00. All companies involved are RIDOH-licensed Asbestos Contractor in accordance with all Requirements, Rules and Regulations for Asbestos Control (216-RICR-50-15-1).

ATTACHMENTS:

Copy of Proposals from Yankee Fiber Control and AA Asbestos Abatement Co. and the Bid Tabulation sheet. The Proposal from General Environmental is not included because it was not initiated by the Town, only the amount of the proposal was provided.

RECOMENDATION:

The Evaluation Committee is recommending that the Town Council award the Asbestos Abatement at East Smithfield Neighborhood Center using the State of RI, MPA 196 to AA Asbestos Abatement Co. located in Johnston, RI with a quoted cost of \$35,930.00. AA Asbestos Co. has worked well with the Town on several project for the School Department.

MOTION:

That the Smithfield Town Council hereby award the bid for the Asbestos Abatement at East Smithfield Neighborhood Center, 7 Esmond St. using the State of RI, MPA 196 to AA Asbestos Abatement Co. located in Johnston, RI with a quoted cost of \$35,930.00. Information Services (OPIS).





TOWN OF SMITHFIELD

BID TABULATION

DATE: May 12, 2023

PROJECT: East Smithfield Neighborhood Center - Asbestos Removal

revised May 17, 2023

State of RI MPA-196

PREPARED BY:

CARLOS SANTOS
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	Cost to add 2nd layer of 6mil poly	Cost with single layer of 6mil poly	TOTAL COST
AA ABESTOS ABATEMENT CO. R-1307 HARTFORD AVENUE JOHNSTON, RI 02919	JOHN FURTADO - PRESIDENT PHONE: 401-351-1188 DEMO@AAWRECKING.COM			
		\$2,500.00	\$33,430.00	\$35,930.00
YANKEE FIBER CONTROL 50 INDUSTRIAL WAY SEEKONK, MA 02771	RON GAGNON - V. P. PHONE: 800-729-5559 RGAGNON@YANKEEFIBER.COM			
				\$67,850.00
GENERAL ENVIRONMENTAL SUB CONTRACTOR FOR JG EDWARDS CONSTRUCTION	VICTORIA KEARNS JAMES EDWARDS	Company brought in by Contractor		
				\$66,415.00

REFERRED TO THE EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL
FOR APPROVAL.



2023-087 East Smithfield Neighborhood Center
R-1307 Hartford Avenue Johnston, RI 02919
Phone: 401-351-1188 Fax: 401-331-9095
E-mail: demo@aawrecking.com

May 12, 2023

Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Attn: Carlos Santos

csantos@smithfieldri.com

The following proposal is submitted for: East Smithfield Neighborhood Center

WE HEREBY SUBMIT OUR PROPOSAL to furnish labor, material and equipment necessary for the completion of asbestos removal from the above referenced project.

Contractor Responsibilities:

1. Furnish labor, material, and equipment necessary for this project.
2. Asbestos workers to conform to RI Rules and Regulations for Asbestos Control.
3. Asbestos containing material removed will be double-bagged, labeled, and properly disposed of.
4. Provide specially licensed transporter to haul asbestos waste.
5. Submit to owner burial manifest as part of final documentation package.
6. Furnish "Certificate of Insurance" as they pertain to General Liability, Workers Compensation, and Commercial Auto Insurance.

Scope of Work:

- Remove and dispose of asbestos per abatement plan by RI Analytical \$33,430.00
 - Bid includes laying 6mil poly with spray glue for barrier

Exclusions: Any and all hazmat, asbestos, lead or UST's that may exist in or around this outlined area unless otherwise stated.

Hoping we may be of service to you on this project, we remain

Sincerely,

John A. Furtado, Jr.

John A. Furtado, Jr
President

JAF:bab

An Equal Opportunity Employer



May 2, 2023

Carlos Santos
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI

Estimate Number: 21002

Re: *Asbestos Abatement / East Smithfield Neighborhood Center*

Dear Carlos:

Pursuant to my tour of the East Smithfield Neighborhood Center located at 7 Esmond Street in Smithfield, RI, Yankee is pleased to submit a price quote for *asbestos removal services*. All work quoted shall be performed in accordance with state and federal laws utilizing prevailing wage rates.

Scope of work involves the construction of a negative pressure containment with a three-chamber decontamination unit, the removal & disposal of 160 ft² of asbestos floor leveler & multiple floor layers from two bathrooms, 240' LF of asbestos pipe & fitting insulation from the crawlspace area & 2" of soil & loose debris from the crawlspace area. Yankee will also install a vapor barrier consisting of one layer of 6mil poly sheeting to the crawlspace floor (1800 ft² total).

Excluded from Yankee's scope of work:

- *All bathroom partitions, toilets, sinks, etc. will be removed by others prior to Yankee performing the work.*
- *Power & water will be provided on site by the owner/GC for asbestos abatement work.*
- *Large granite blocks and rocks located in the crawlspace area will be cleaned & left in place.*
- *Clearance air testing, if applicable, will be handled directly by the owner.*

Price quoted is based on work being performed Monday through Friday during normal business hours. Work performed outside of normal business hours may change this price quote.

Yankee's price is as follows:

1.) Asbestos Abatement: \$67,850.00

This price is inclusive of insured labor, materials, safety supplies and asbestos waste disposal fees. Yankee Fiber provides \$1,000,000 of asbestos liability insurance along with a \$5,000,000 umbrella policy. ***Sales tax or use tax, if applicable, is not included and will be charged separately.*** Prices are guaranteed for (60) sixty days and may be subject to change thereafter. Yankee payment terms are Net 30 days; mechanic lien laws may be enforced in cases of non-payment.

Should you have any questions, please feel free to call me at any time.

YANKEE INGENUITY AT WORK

50 Industrial Way, Seekonk, MA 02771

(p) 800.729.5559

(f) 508.557.0229

www.yankeefiber.com

Asbestos, Lead & PCB Abatement · Mold Remediation · Industrial Cleaning · Air Duct Cleaning
Polished Concrete · Epoxy & Industrial Coatings · Surface Preparation · Ultra High Pressure Water Jetting (40,000 psi)
Shot Blasting · Sand Blasting · Dry Ice (CO₂) Blasting · Wet Pumice Blasting · Concrete Moisture Testing

est21002 - East Smithfield Neighborhood Center, Page 1 of 2



Sincerely,

Ron Gagnon
Vice President

YANKEE INGENUITY AT WORK

50 Industrial Way, Seekonk, MA 02771

(p) 800.729.5559

(f) 508.557.0229

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est21002 - East Smithfield Neighborhood Center, Page 2 of 2



SMITHFIELD
PUBLIC SCHOOLS

TOWN OF SMITHFIELD SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: REQUEST FOR AWARD OF THE SMITHFIELD SCHOOL DEPARTMENT
INNOVATION LEARNING LABS STEM/STEAM EQUIPMENT.

DATE: MAY 31, 2023

CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
SCOTT B. BARNETT, DIRECTOR OF TECHNOLOGY
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

BACKGROUND:

At the April 18, 2023 Town Council Meeting, approval was granted to advertise the Smithfield School Department – Innovation Learning Labs Stem/Steam Equipment and at the May 9, 2023 bid opening date, three (3) proposals were received.

The Evaluation Committee reviewed the three (3) proposals and after discussions, negotiations and checking references, the feedback received confirms that BLUUM USA Inc. is qualified to supply the computer items and perform the installation work as outlined in the RFP.

The Evaluation Committee is recommending the Town Council hereby award the Bid for Innovation Learning Labs Stem/Steam Equipment as shown on the spread sheet below to the lowest qualified bidder Bluum USA, Inc. located in Phoenix, AZ for an amount not to exceed \$29,207.44.

Below is a table outlining the quantities, descriptions and costs.

ITEM	QUANTITY		UNIT COST	UNIT TOTAL
3D Printers	6		\$1,696.44	\$10,178.64
Computers	5		\$1,588.38	\$7,941.90
Monitors	4		\$599.99	\$2,399.96

Monitors	6		\$499.99	\$2,999.94
Chairs	13		299.00	\$3,887.00
License or warranties	6	3D Printers	\$300.00	\$1,800.00
			GRAND TOTAL	\$29,207.44

FINANCIAL IMPACT:

Through the SBA Capital Fund.

ATTACHMENTS:

Copy of Bid Tabulation sheet, copy of the Bid Scoring sheet, School Department Spreadsheet and copy of the SBA Capital Fund Agreement.

MOVED:

The Smithfield Town Council hereby award the Bid for Innovation Learning Labs Stem/Steam Equipment to the lowest qualified bidder Bluum USA, Inc. located in Phoenix, AZ for an amount not to exceed \$29,207.44.



BID TABULATION FORM
TOWN OF SMITHFIELD
SCHOOL DEPARTMENT



PROJECT: INNOVATION LEARNING LABS STEM/STEAM EQUIPMENT

BID OPENING DATE: Tuesday, May 9, 2023 @ 10:00 AM EST

BID NUMBER: 23421IL

PREPARED BY: CARLOS SANTOS – PURCHASING AGENT

ITEM description- SECTION 1	Qty	Gravity Gaming by ByteSpeed	Tequipment, Inc.	Bluum USA
Flight Simulators & related hardware and computer systems, related furniture as noted:		Item Cost	Item Cost	Item Cost
CASE Fractal Meshify S2 or Meshify C equivalent matched to SYSTEM	6	\$28,500.00 Alternate item	No Quote	\$20,673.60
MOTHERBOARD 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	6	No Quote	No Quote	
PROCESSOR INTEL I5-12600K 10-CORE, 2.8-4.9GHz, LGA 1700 OR INTEL I7-12700 12 CORE 1.6-4.9GHz, LGA 1700	6	No Quote	No Quote	
HEAT SINK COOLER MASTER HYPER 212 BLK ED, 2066/2011-v3/2011/1700/1151/1200, RR-212S-20PK-R2 OR EQUIVALENT	6	No Quote	No Quote	
MEMORY KINGSTON 16GB FURY BEAST BLACK RGB 5200MT/s DDR5 CL40 DIMM, KF552C40BBA-16 (2 x 16GBs for 32GBs Total) OR EQUIVALENT matched to SYSTEM	6	No Quote	No Quote	
STORAGE SSD - KINGSTON FURY RENEGADE 1TB PCIE 4.0 M.2, SFYRS/1000G OR EQUIVALENT 1TB SSD matched to SYSTEM	6	No Quote	No Quote	

BID TABULATION FORM

ITEM description – SECTION 1 - Continued	Qty			
VIDEO CARD NVIDIA RTX DUAL 3060 Ti OC, 8GB GDDR6, HDMIx2/DPx3, MIN 600W, DUAL-RTX3060TI-O8GV2 OR EQUIVALENT or BETTER NVIDIA GRAPHICS SOLUTION matched to SYSTEM	6	No Quote	No Quote	
POWER SUPPLY COOLER MASTER 850w 80 PLUS GOLD, ATX, FULL MODULAR, MPE-8501-AFAAG-US OR EQUIVALENT 850w unit matched to SYSTEM	6	No Quote	No Quote	
LICENSE NO WINDOWS LICENSING necessary – SPS will provide image AND Flight Simulation software license – Microsoft Flight and/or other equivalent solution for system build	5 ENTE RPRIS OR INDIV IDUA	No Quote	No Quote	
SOFTWARE INSTALLATION Installation of provided Flight Simulation solutions by vendor	6	No Quote	No Quote	
SHIPPING Included	-	No Quote	No Quote	
WARRANTY Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION	-	No Quote	No Quote	
YOKE & SWITCH PANEL Honeycomb or Logitech equivalent Yoke & Switch panels matched to SYSTEM	6	No Quote	No Quote	
THROTTLE Honeycomb or Logitech equivalent Throttle mechanisms matched to SYSTEM	6	No Quote	No Quote	
RUDDER PEDALS Equivalent rudder pedals matched to SYSTEM	6 SETS	No Quote	No Quote	
MONITORS BenQ 34 MobiuZ EX3410R Gaming LED Monitor OR Equivalent matched to SYSTEM	12- 2 PER UNIT	No Quote	No Quote	\$5,274.48

BID TABULATION FORM

ITEM description – SECTION 1 - Continued	Qty			
SYSTEM RIGGING & FURNITURE				
Simulator Cockpit and or frame for SYSTEM, Monitor & Gaming Chair	6	No Quote	No Quote	
MISCELLANEOUS				
Keyboard, Mouse, power supply wiring including protected power strip, connections & other flight required components as needed – ITEMIZE matched to SYSTEM	-	No Quote	No Quote	\$132.22 \$127.74 \$206.76
END OF SECTION 1 – SUB TOTAL		\$28,500.00	No Quote	\$26,416.80

BID TABULATION FORM

ITEM description – SECTION 2	Qty	Gravity Gaming by <u>ByteSpeed</u> Item Cost	Tequipment, Inc. Item Cost	Bluum USA Item Cost
STEM, STEAM Computer Units with capable memory, storage and video card for use in ArcGIS, STEM, STEAM and 3d design, related furniture as noted:				
CASE INWIN C200 ATX/matx/ITX, 4x 3.5", 2x 5.25", 2x USB 3.0, 1x USB-C, 650W GOLD MOD, C200.P650.1FAN OR Equivalent matched to system	12	\$29,100.00 Alternate item	No Quote	\$8,582.20
MOTHERBOARD ASUS TUF B660M matx, HDMI/DP 5xusb3.2 2xusb2 USB-C LGA1700, TUF-GAMING-B660M-PLUS-WIFI-D4	12	No Quote	No Quote	
PROCESSOR INTEL I7-12700 12 CORE 1.6-4.9ghz, LGA 1700, BX8071512700	12	No Quote	No Quote	
HEAT SINK COOLER MASTER HYPER 212 BLK ED, 2066/2011-v3/2011/1700/1151/1200, RR-212S-20PK-R2 OR Equivalent matched to system	12	No Quote	No Quote	
MEMORY KINGSTON 16GB FURY RGB DDR4 3200mhz 1Gx8, DIMM, KF432C16RB1A/16 (2 x 16gbs for 32gbs Total) OR Equivalent to equal 32gb total RAM	12	No Quote	No Quote	
STORAGE Kingston Fury Renegade 500gb pcie 4.0 m.2, sfyrs/500g OR Equivalent matched to system	12	No Quote	No Quote	
VIDEO CARD NVIDIA RTX DUAL 3060 OC, 12GB GDDR6, HDMIx1/DPx3, MIN 600W, DUAL-RTX3060-O12G-V2 OR EQUIVALENT or BETTER NVIDIA GRAPHICS SOLUTION matched to SYSTEM	12	No Quote	No Quote	
POWER SUPPLY COOLER MASTER 850w 80 PLUS GOLD, ATX, FULL MODULAR, MPE-8501-AFAAG-US OR EQUIVALENT 850w unit matched to SYSTEM	12	No Quote	No Quote	
MONITOR EX270M MOBIUZ 1ms 27" IPS 240Hz QHD Gaming Monitor OR Equivalent matched to SYSTEM	12	No Quote	No Quote	

BID TABULATION FORM

ITEM description – SECTION 2 - Continued	Qty			
LICENSE NO WINDOWS LICENSING necessary – SPS will provide image	-			-
SYSTEM RIGGING & FURNITURE Gaming Chair – SPECTRUM INDUSTRIES GENOVA CHAIR OR Equivalent	12	No Quote	No Quote	
SOFTWARE INSTALLATION No installation necessary – SPS will provide installation services	-			-
SHIPPING Included	-			-
WARRANTY Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION	-	No Quote	No Quote	2YR= \$600.00 3YR=\$800.00
END OF SECTION 2 – SUB TOTAL		\$29,100.00	No Quote	\$9,982.20

BID TABULATION FORM

ITEM description – SECTION 3	Qty	Gravity Gaming by ByteSpeed Item Cost	Tequipment, Inc. Item Cost	Bluum USA Item Cost
Virtual Reality headset systems and related power & storage cart/cabinet as noted:				
VR HEADSETS OR GOGGLES CVR264-CRS-8 ClassVR Premium Set of 8 (Including 8 Controlllers) OR Equivalent	5	No Quote	\$21,000.00 Alternate Option	\$9,530.28
ACCESSORY CONTROLLERS CVR-ASC-CRL-8 ClassVR Set of 8 USB Hand Controlllers OR Equivalent	5 sets	No Quote	\$1,500.00	
MISC ACCESSORIES CVR-ASC-CUB-8 ClassVR Set of 8 Cubes OR Equivalent	5 sets	No Quote	No Quote	
SOFTWARE LICENSE 1 yr, 2yr or 3 yr software license options IN SEPARATE LINE ITEMS FOR CONSIDERATION	NOTE COUNT AS ENTER PRISE OR INDIVI DUAL	No Quote	1 YR = \$2,500.00 3 YR = \$6,400.00 Covers 300 students	
COURSEWARE OPTIONS Outline any additional costs or software options beyond standard license, itemize by line item	-	No Quote	No Quote	
STORAGE CART OR CASE Outline any storage cases, carts and charging accessories, whether additional in price or included in device pricing, itemize if separate	5	No Quote	Carts = \$10,750.00 Headset Cases = \$6,250.00	
SHIPPING Included	-	No Quote		
WARRANTY Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION	-	No Quote	No Quote	
END OF SECTION 3 – SUB TOTAL (LESS CARTS AND/OR CASES)		No Quote	\$22,500.00	

BID TABULATION FORM

ITEM description – SECTION 4	Qty	Gravity Gaming by ByteSpeed	Tequipment, Inc.	Bluum USA
e-Sports computer units with capable memory, storage and video card for use in competitive gaming and 3d design, related furniture as noted		Item Cost	Item Cost	Item Cost
CASE COOLER MASTER NR400 mATX/mITX 1x5.25/4x3.5/4x2.5, 2xUSB3.0, NO PSU, MCB-NR400-KG5N-S00 OR Equivalent matched to system	6	\$13,200.00 Alternate item	No Quote	
MOTHERBOARD ASROCK mATX B550M PRO4 HDMI/DP/VGA, 2xUSB2.0, 5xUSB3.2, 1xUSB-C, AM4, B550M PRO4 OR Equivalent matched to system	6	No Quote	No Quote	
PROCESSOR AMD RYZEN 5 5600X 6-CORE, 3.7GHz, AM4, 100-000000065 OR Equivalent matched to system	6	No Quote	No Quote	
HEAT SINK COOLER MASTER HYPER 212 BLK ED, 2066/2011-v3/2011/1700/1151/1200, RR-212S-20PK-R2 OR Equivalent matched to system	6	No Quote	No Quote	
MEMORY KINGSTON 16GB FURY RGB DDR4 3200MHz 1Gx8, DIMM, KF432C16RB1A/16 (2 x 16GBs for 32GBs Total) OR Equivalent to equal 32gb total RAM	6	No Quote	No Quote	
STORAGE Kingston Fury Renegade 500gb pcie 4.0 m.2, sfyrs/500g OR Equivalent matched to system	6	No Quote	No Quote	
VIDEO CARD NVIDIA RTX DUAL 3060 OC, 12GB GDDR6, HDMIx1/DPx3, MIN 600W, DUAL-RTX3060-O12G-V2 OR EQUIVALENT or BETTER NVIDIA GRAPHICS SOLUTION matched to SYSTEM	6	No Quote	No Quote	
POWER SUPPLY COOLER MASTER 850w 80 PLUS GOLD, ATX, FULL MODULAR, MPE-8501-AFAAG-US OR EQUIVALENT 850w unit matched to SYSTEM	6	No Quote	No Quote	
MONITOR EX270M MOBIUZ 1ms 27" IPS 240Hz QHD Gaming Monitor OR Equivalent matched to SYSTEM	6	No Quote	No Quote	

BID TABULATION FORM

ITEM description – SECTION 4 - Continued	Qty			
LICENSE NO WINDOWS LICENSING necessary – SPS will provide image	-	No Quote	No Quote	
SYSTEM RIGGING & FURNITURE Gaming Chair – SPECTRUM INDUSTRIES GENOVA CHAIR OR Equivalent	6	No Quote	No Quote	
SOFTWARE INSTALLATION No installation necessary – SPS will provide installation services	-	No Quote	No Quote	
SHIPPING Included	-	No Quote	No Quote	
WARRANTY Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION	-	No Quote	No Quote	
END OF SECTION 4 – SUB TOTAL		\$13,200.00	No Quote	

ITEM description – SECTION 5				
3d printers and accessories as noted:		Qty	Gravity Gaming by ByteSpeed Item Cost	Tequipment, Inc. Item Cost
3D PRINTER MakerBot Sketch Classroom 3D Printer Bundle OR Equivalent		5 SETS	\$11,500.00	\$9,495.25 Includes 3hr. virtual Dev
MISC ACCESSORIES Power cables, filament or any related accessories not in bundles, itemized OR Equivalent		5 SETS	No Quote	\$260.00
SOFTWARE LICENSE 1 yr, 2yr or 3 yr software license options IN SEPARATE LINE ITEMS FOR CONSIDERATION (IF APPLICABLE)		NOTE: COUNT AS ENTERPRISE OR INDIVIDUAL	No Quote	No Quote
SHIPPING Included				
WARRANTY Provide 3, 4 and 5 year warranty options IN SEPARATE LINE ITEMS FOR CONSIDERATION		2YR 3YR	\$13,750.00 \$15,000.00	\$332.00
END OF SECTION 5 – SUB TOTAL(LESS WARRANTY)			\$11,500.00	\$9,755.25
PROJECT EQUIPMENT GRAND TOTALS:			\$82,300.00	\$32,255.25
				\$104,637.09



TOWN OF SMITHFIELD

BID SCORING SUMMARY

INNOVATION LEARNING LABS - GRAN

BID OPENING: Tuesday, May 9, 2023 @ 10:00AM

Vendor	Company Info & Years in Business 10 Points	Required Documents 20 Points	Past Experience w/ Town & Refs. 20 Points	Business Location in Town 5 Points	Pricing 45 Points	Total 100 Points
BLUUM	10	20	20	0	40	90
ByteSpeed	10	15	15	0	45	85
TeqEquipment	10	20	15	0	35	80

Dr. Dawn Bartz, Superintendent

Scott B. Barnett, Director of Technology

Dr
DB 5/31/23

Order Details

Phase 1

Item	Quantity	Per unit cost	Total
3D Printers	6	\$1,696.44	\$10,178.64
Computers (Sec 4)	5	\$1,588.38	\$7,941.90
Monitors	4	\$599.99	\$2,399.96
Monitors	6	\$499.99	\$2,999.94
Chairs	13	\$299.00	\$3,887.00
			\$27,407.44
License or Warranties	6 3D Printers	\$300.00	\$1,800.00
			\$29,207.44

ORIGINAL BID Section Review		Sections 1, 2 & 3 are not being selected for budget limit reasons			
Section 4 - Computers with Monitors	ByteSpeed	\$13,200.00	\$2,200.00	NA	No Bundled, includes chair, no limitation of bid
Section 4 - Computers with Monitors	Bluum	\$15,585.00	\$2,597.50	NA	Yes Bundled, includes chair,has lower cost monitor option that = lower bid
Section 5 - 3D printer bundle	Bluum	\$9,982.20	\$1,996.44	\$3,000.00	Yes Yes Warranty is \$300 per unit, so \$600 per bundle
	TeqEquipment	\$9,755.25	\$1,951.05	\$3,320.00	No No Warranty is \$332 per unit, so \$664 per bundle
	ByteSpeed	\$11,500.00	\$2,300.00	\$2,250.00	No No Warranty is \$225 per unit, so \$450 per bundle

NOTE: TeqEquipment did NOT quote on Section 4

RHODE ISLAND DEPARTMENT OF EDUCATION
MEMORANDUM OF AGREEMENT for
the 21st Century Technology and Furniture Fund
SBA CAPITAL FUND

In accordance with the May 17, 2022 approval by the Council on Elementary and Secondary Education, the Town of Smithfield and the Smithfield Public School Committee (the "Grantee") and the Rhode Island Department of Elementary and Secondary Education hereby enter into this Agreement with respect to the 21st Century Technology and Furniture Fund of the SBA Capital Fund.

Pursuant to Rhode Island General Law 45-38.2-4(e)(3), 45-38.2-2(7)(c), 16-105-2(2), and 16-105-3(9)(v) the School Building Authority shall ensure that funding from the School Building Authority Capital Fund has the greatest impact in state priority areas, providing high-quality educational opportunities for all public school students. The 21st Century Technology and Furniture fund, including its Career and Technical Education component, is intended to ensure results in high-quality programs for students in preparation for career success.

Scope of the Project:

RIDE is dedicated to supporting local schools with the new 21st Century Technology and Furniture Fund. This funding will provide innovative furniture and equipment that support science, technology, engineering and math (STEM) project-based learning. 21st Century learning depends on flexible, safe spaces where students can focus and create. Just as the modern workplace has transformed, the modern classroom must transform to prepare learners for an ever-changing future.

The Grantee can use funding to purchase items such as innovative furniture and equipment in order to support science, technology, engineering, and math project-based learning. The goal is to transform existing primary learning spaces that support student centered learning such as different learning modalities, pedagogies, social emotional, individual acoustic, virtual blended learning with particular attention to supporting student development and filling in learning gaps. Green guard certified, Life cycle analysis and lifespan of materials should be considered.

Approved Values:

<u>Project</u>	<u>Amount</u>	
a. Technology and Furniture Fund	\$ 171,029	
<u>Funding</u>	<u>Amount</u>	<u>UCOA Fund #</u>
b. SBA Capital Fund	\$ 171,029	23911001
c. Equity Boost	\$	23911001
d. CTE Boost	\$	23581000
e. TOTAL AWARD	\$ 171,029	

Dollar Authorization (budget agreement): The parties to this Agreement understand and agree that total expenditures for this Approved Project shall not exceed \$ 171,029 (the "Grant") and can only be used for eligible expenses incurred between July 1, 2022 and June 30, 2023.

RHODE ISLAND DEPARTMENT OF EDUCATION
MEMORANDUM OF AGREEMENT for
the 21st Century Technology and Furniture Fund
SBA CAPITAL FUND

Timelines: The Grantee will commit to completing the SBA Capital Fund 21st Century Technology and Furniture Fund by June 30, 2023. The Grantee must procure and contract all services as RIDE will not be party to any local contractual agreements.

The Grantee will submit requisitions for 100% reimbursement throughout the project. Invoices, with associated back up documents, must be submitted electronically to SBATechAssist@ride.ri.gov.

Special Contingencies (if any): The Grantee will provide the School Building Authority with updates and information, if requested. SBA Capital Funds can support larger projects, but any Housing Aid or Pay-As-You-Go funding requests shall be reduced by this amount, pursuant to RIGL 16-7-42. Any project, funded in whole or in part by SBA Capital Funds that exceeds \$500,000 must comply with the RIDE School Construction Regulations, if they apply. This funding cannot supplant any other previously awarded State or Federal funds.

Standing Contingency:

This agreement terminates once the Grantee submits invoices up to the approved value or once the end date of the agreement is reached, whichever comes first.

Smithfield Public School Committee (signatures of all members of the School Committee and the Superintendent are required).











Date 1-27-2023


Superintendent



For the Rhode Island Department of Elementary and Secondary Education

Date 2/8/23



CARLOS SANTOS
PURCHASING AGENT

Town of Smithfield

PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.COM

DATE: May 26, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
David Horton, Aharonian & Associates Architects
James Edwards, J G Edwards Construction
RE: Change Orders requiring approval at East Smithfield Neighborhood Center, 7 Esmond St.

SUBJECT:

J.G. Edwards Construction, the General Contractor, has presented the following change order requests (COR's) to David Horton at Aharonian & Associates for review and based on his review, he is recommending approval. These in turn were submitted to Mr. Randy Rossi, Town Manager, for his review and approval and having done so, the same COR's are being presented to Town Council for final approval.

PHASE 1A:

1. Phase 1a – COR #1, 2, 3 and 4, dated 12/30/22, with architect approval on 3/6/23: for wall insulation, floor framing repairs at Connector, Truss plates at rafter peak and Wood collar ties at Main Hall and carry a cost not to exceed \$4,721.23.
2. Phase 1a – COR #5, dated 2/6/23, with architect approval on 3/6/23: for a Fire Alarm control panel and carry a cost not to exceed \$308.55

PHASE 1B:

1. Phase 1b - COR #1 and #2, dated 12/30/22 with architect approval on 3/6/23: for roofing work and carry a cost not to exceed \$10,623.12.
2. Phase 1b – COR #3, dated 3/7/23 with architect approval on 3/27/23: for additional Sprinkler System Engineering and carry a cost not to exceed \$3,268.00.
3. Phase 1b – COR #4 (revised), dated 5/24/23 with architect approval on 5/30/23: for Asbestos Abatement in the crawl space and flooring of the two restrooms, based on RI Analytical performing testing and finding areas of asbestos. This work carries a cost not to exceed \$23,205.00.
4. Phase 1b – COR #5, dated 5/23/23: for plywood overlay in the Main Hall roof and carries a cost not to exceed \$15,581.00.
5. Phase 1b – COR#6, dated 5/30/23: is a Credit for deleting gutters and downspouts at the Main Hall, Connector and Bowling Alley Roofs, amount of credit is <\$15,798.00>.

ATTACHMENTS:

Copy of Aharonian & Associates memos, J.G. Edwards Construction Change Orders.



RECOMENDATION:

Change Orders for additional work needed to advance Phase 1a and Phase 1b of this project have been reviewed by the Architect and Town Manager and are now being submitted for Town Council approval.

Phase 1a is for a total amount not to exceed \$5,029.78, and, **Phase 1b** is for a total amount not to exceed \$36,879.12, this amount includes the Credit of <\$15,798.00> as listed on Phase 1b – COR#6. The Combined Total amount of Phase 1a and Phase 1b is not to exceed \$41,908.90.

MOTION:

That the Smithfield Town Council hereby award funds in an amount not to exceed \$41,908.90 for the attached Change Orders which are needed to advance Phase 1a and Phase 1b or renovation work at East Smithfield Neighborhood Center, 7 Esmond St. to the General Contractor, J G Edwards Construction.





120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR #	01	Submitted to:
Date	11/17/22	David Horton, Aharonian & Associates
Project	East Smithfield Neighborhood Center	Submitted by:
	Phase 1A Renovations	Jamie Edwards
		J.G. Edwards Construction

Subject: Exterior Wall Fiberglass Insulation

Per your direction, we provided R-15 Kraft-faced fiberglass insulation at the bottom 2 feet of the exterior walls that were repaired at the Bowling Alley and Connector. This was part of the work shown on Details 3 and 5 on Drawing S1.1. Insulation is not part of our contract, however, it made sense to add the insulation while the exterior walls were open.

The cost for this additional work is as follows:

R-15 Kraft-faced batt insulation, 2 bundles @ \$61.00/each	\$	122.00
Staples, lump sum		5.00
Carpenters, 2 x 3 hours each = 6 hours @ \$88.00/hour		528.00
Subtotal	\$	655.00
GC Markup (10%)		65.50
Increased Performance & Payment Bond (2%)		14.41
TOTAL	\$	734.91



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR #	02	Submitted to:
Date	11/17/22	David Horton, Aharonian & Associates
Project	East Smithfield Neighborhood Center	Submitted by:
	Phase 1A Renovations	Jamie Edwards
		J.G. Edwards Construction

Subject: Additional Floor Framing Repair at Connector

Per your direction and Sketches SKA-1A and 1B, we provided additional floor framing repairs at the Connector due to existing deteriorated framing. The additional work included demolition of the rotted and damaged flooring and framing and installation of new 2x8 PT sister joists, 2x8 PT ledger plates, and $\frac{3}{4}$ " plywood subflooring.

The cost for this additional work is as follows:

Demolition of existing rotted and damaged flooring & framing, Carpenters 8 hours @ \$88.00	\$ 704.00
2x8 PT framing, 8/12', 2/8'	197.00
$\frac{3}{4}$ " CDX plywood, 4 @ \$56.50	226.00
$\frac{1}{2}$ " HDG threaded rod, nuts & washers	60.00
Simpson AT-XP epoxy, 2 @ \$28.00	56.00
Nails and screws	50.00
Carpenters, 2 x 3 days = 48 hours @ \$88.00/hour	4,224.00
Subtotal	\$ 5,517.00
GC Markup (10%)	551.70
Increased Performance & Payment Bond (2%)	121.37
TOTAL	\$ 6,190.07



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 03
Date 11/17/22
Project East Smithfield Neighborhood Center
Phase 1A Renovations

Submitted to:
David Horton, Aharonian & Associates
Submitted by:
Jamie Edwards
J.G. Edwards Construction

Subject: Truss Plates at Rafter Peak

Per your direction, we provided Simpson Strong Tie TP411 Tie Plates connecting the existing rafters at the peak of the Main Hall. These plates were not shown on the drawings but were required to tie the rafters together, especially since we had to jack them up.

The cost for this additional work is as follows:

Simpson Strong Tie TP411, 24 @ \$5.50	\$ 132.00
#9x1-1/2" SDS screws, 500 @ \$0.15	75.00
Carpenter, 8 hours @ \$88.00/hour	704.00
Subtotal	\$ 911.00
GC Markup (10%)	91.10
Increased Performance & Payment Bond (2%)	20.04
TOTAL	\$ 1,022.14



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR #	04	Submitted to:	
Date	11/17/22		David Horton, Aharonian & Associates
Project	East Smithfield Neighborhood Center	Submitted by:	
	Phase 1A Renovations		Jamie Edwards
			J.G. Edwards Construction

Subject: Wood Collar Ties at Main Hall

Per your direction, we reinstalled the wood collar ties against the wood rafters and through-bolted them to the steel rafter plates and collar tie plates. The drawings show the wood collar ties installed in plane with the rafters, however, the wood collar ties support the curved arch framing. This changed required drilling and through bolting twelve (12) ½-inch through bolts at each collar tie requiring additional labor and material.

At nine (9) collar ties the bolts changed from 4" long to 7" long. At eleven (11) collar ties the bolts changed from 6" long to 8" long. At three (3) collar ties the bolts changed from 8" long to 10" long.

The cost for this additional work is as follows:

Change 4" bolts (\$1.00/ea) to 6" bolts (\$2.25/ea), 9x12 = 72 @ \$1.25	\$ 90.00
Change 6" bolts (\$2.25/ea) to 8" bolts (\$3.00/ea), 11x12 = 132 @ \$0.75	99.00
Change 8" bolts (\$3.00/ea) to 10" bolts (\$3.50/ea), 3x12 = 36 @ \$0.50	18.00
Additional labor drilling and bolting through collar ties, 46 hours @ \$88.00	4,048.00
Subtotal	\$ 4,255.00
GC Markup (10%)	425.50
Increased Performance & Payment Bond (2%)	93.61
TOTAL	\$ 4,774.11



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR #	05	Submitted to:	
Date	02/06/23		David Horton, Aharonian & Associates
Project	East Smithfield Neighborhood Center	Submitted by:	
	Phase 1A Renovations		Jamie Edwards
			J.G. Edwards Construction

Subject: Fire Alarm Control Panel

Per your authorization, we are providing a larger fire alarm control panel than originally submitted and approved. The approved panel is not available from the supplier. The larger panel is. The physical dimensions of the panel are the same, but the larger panel has more capacity.

The cost for this additional work is as follows:

Potter AFC-100 Fire Alarm Panel instead of Potter AFC-50	\$ 275.00
GC Markup (10%)	27.50
Increased Performance & Payment Bond (2%)	6.05
TOTAL ADDITIONAL COST	\$ 308.55



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR #	01	Submitted to:
Date	12/8/22	David Horton, Aharonian & Associates
Project	Phase 1A Renovations	Submitted by:
	East Smithfield Neighborhood Center	Jamie Edwards
		J.G. Edwards Construction

Subject: Roof Plywood Overlay at Renovated Addition

There are large gaps between the existing roof decking boards at the sloped roof – see attached photo. Per GAF's Deck Requirements for installing asphalt shingles, copy attached, "if the spacing is greater than ¼", install a layer of plywood over the wood planking." The gaps are more than ½" wide. This condition exists at the Main Hall, however, we are submitting this separately because this roof is smaller and different and this is a priority issue.

We strongly recommend installing a layer of ½" plywood over the existing wood decking. We have replaced more than 5% of the existing decking as per the contract, but that does not address the gaps. GAF does not recommend installing shingles directly over spaced or skip sheathing.

The cost for this additional work is as follows:

½" CDX plywood, 36 sheets @ \$29.00	\$1,044.00
10d HDG nails	100.00
Carpenters, 32 hours @ \$88.00/hour	2,816.00
Subtotal	\$3,960.00
GC Markup (10%)	396.00
Increased Performance & Payment Bond (2%)	87.12
TOTAL	\$4,443.12



J.G. EDWARDS CONSTRUCTION

120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 02
Date 12/16/22
Project Phase 1B Renovations
East Smithfield Neighborhood Center

Submitted to:
David Horton, Aharonian & Associates
Submitted by:
Jamie Edwards
J.G. Edwards Construction

Subject: Membrane roof at low sloped roof

The existing roof at the rear of the renovated area (above the Food Pantry and Wellness Center) has a roof slope of 1-3/8" per foot. The asphalt shingle manufacturer will not warrant roofs sloped less than 2" per foot. This change order request is to provide a fully adhered membrane roof instead of asphalt shingles at this area which is about 800 SF in area not including membrane flashing at vertical walls of the Main Hall and the sloped asphalt roof.

We obtained two subcontractor quotes, copies attached, from Furey Roofing and Patrick J. McKenna Roofing. Both would provide a 15-year roofing warranty. The membrane roofing will extend up the vertical walls at the Main Hall and partially up the sloped asphalt roof for complete protection.

The cost for this additional work is as follows:

Credit GAF asphalt shingles, 8 squares @ \$127.00/square	< \$1,016.00 >
Credit GAF Stormguard ice and water barrier, 4 rolls (2 square per roll) @ \$133.00/roll	< 532.00 >
Credit GAF starter shingles, 1 bundle @ \$59.00/bundle	< 59.00 >
Credit aluminum drip edge, 80 LF @ \$1.10/LF	< 88.00 >
Credit nails & accessories	< 100.00 >
Credit Carpenter labor, 18 hours @ \$88.00/hour	< 1,584.00 >
Net Credit	< \$3,379.00 >
Add membrane roofing per Patrick J. McKenna Roofing quote, copy attached	\$17,800.00
Subtotal	\$14,421.00
GC Markup @ 10%	1,442.00
Increased Performance & Payment Bond (2%)	317.00
TOTAL	\$16,180.00



Patrick J. McKenna Roofing, Inc.

P.O. Box 3132 Pawtucket, Rhode Island 02861
(401) 727-0020 Fax (401) 727-1584

JG Edwards Construction, Inc.
120 Hargraves Drive
PO Box 100
Portsmouth, RI 02871

December 16, 2022

REFERENCE: East Smithfield Neighborhood Center
7 Esmond Street Smithfield, RI

We are pleased to submit this proposal for the flat roofing work at the referenced project for work at referenced project. This price is based on the attached information furnished by your firm and our site inspection. This price is for 1,100sf of EPDM roofing.

1. Furnish and install ½" HD board on 1x8 tongue & groove decking.
2. Furnish and install .060 Fully Adhered Roofing system with all accessories.
3. Furnish and install .040 aluminum edge metal, standard color.
4. All roofing, flashings, details, etc. shall be completed in accordance with the manufacturer's latest specifications.
5. Furnish the manufacturer's 15-year warranty.

EXCLUSIONS: Sales tax.

INCLUSIONS: Safety, hoisting, prevailing wage rates, 10-Hour OSHA Cards, Clean up to dumpsters provided by others.

BID PRICE: \$17,800.

Respectfully,
Patrick J. McKenna Roofing, Inc.

Patrick J. McKenna.
Patrick J. McKenna
President

*We hold RI Commercial Roofers License #3R
We are signatory with Roofer Union Local 33
Patrick J. McKenna Roofing is an equal opportunity employer*

85 Cypress Street
Warwick, RI 02888
Phone: (401) 461-2100
Fax: (401) 785-8379



Fully Insured * Bonded
RI REG.# 1335 & R12
CT REG.# 00900837
MA LIC.# 058406 & 173867

PROPOAL SUBMITTED TO	COMMERCIAL PROPOSAL NUMBER	JOB NAME
JG Edwards Construction	C8042-22	East Smithfield Community Center
STREET	ESTIMATOR	JOB ADDRESS
	Neil Hourahan	7 Esmond Street
CITY, STATE AND ZIP	PHONE NUMBER	CITY AND STATE
		Smithfield, RI
ATTENTION	EMAIL:	APPROXIMATE SIZE
Jamie Edwards	jedwards@jgedwardsconstruction.com	1000 sq.ft. total
	DATE: December 6, 2022	

As per your request, we are pleased to submit the following proposal:

East Smithfield Community Center – 7 Esmond Street – Smithfield, RI

Rear Low Sloped Roof (approx. 800 sq.ft.)

1. Furnish appropriate temporary safety equipment as per OSHA Construction Industry Regulations.
2. Furnish and install new wood nailers around outer perimeter edges of roof as necessary. **Note: Removal and leg: disposal of asbestos containing built-up roof areas (approx. 1000 sq.ft. total) to be responsibility of others.**
3. **Rear low sloped roof (approx. 800 sq.ft.)** - Furnish and install ½" SecurShield HD (100 psi) over existing wood deck with approved fasteners.
5. Furnish and install Carlisle black .060 reinforced EPDM adhered rubber roof system as per manufacturer's specifications.
6. ~~Flash~~ new EPDM membrane into new shingle roof and existing wood siding as per manufacturer's specifications (approx. 60 l.f.). **Note: Removal and replacement of existing wood siding and shingle roof to be responsibility of others.**
7. Fabricate and install .040 aluminum edge metal along outer perimeter with continuous 22 gauge galvanized steel cleat
8. Furnish standard limited two (2) year workmanship warranty by Furey Roofing & Construction Co. Inc. made part of this contract/proposal herein by reference.

Rear Low Sloped Roof: (approx. 800 sqft): \$24,950.00 (Labor: 16,450.00 Materials \$8,500.00)

Add Alternate: Furnish standard twenty (20) year labor and material total roof system warranty **with enhanced wind speed warranty of 72 mph** by Carlisle including edge metal.

Add: \$1,700.00

Exclusions: Building permits, asbestos containing built-up roof removal/disposal, wood siding, shingle roof, fascia, soffit, crown molding, removal/replacement, **temporary roofing**, as necessary; premium time, winter weather conditions, new roof penetrations, gutters/downspouts, adhered insulation, if necessary.

Note: Price includes prevailing wage rates.





We
protect
what
matters
most™

Technical Advisory Bulletin

To: GAF Residential Sales, GAF Contractors, Field Services, AIS, CARE
From: Technical Services
No: TAB-R-139

Deck Requirements for Existing Deck Boards

Why Is The Substrate So Important?

A shingle roof substrate is like the “foundation” for your roofing system. The substrate provides the smooth, structural base on which asphalt shingles are installed. If the substrate is inferior, the integrity of the roofing system may be compromised.

What's Considered A "Standard Deck" For Shingles?

Standard decks include:

- **Plywood or OSB...** 3/8" (9 mm) minimum thickness, C-D Exposure 1 APA Rated, as recommended by the APA – The Engineered Wood Association
- **Wood planking...** Nominal 1" (25 mm) thick (min.) x 6" (152 mm) wide (max.) wood planking, with a maximum 1/8" (3 mm) spacing at the ends and sides

Note: For existing older installations, if spacing is $> 1/8"$ (3 mm) $\leq 1/4"$ (6 mm), install a double layer of underlayment. If the spacing is greater than $1/4"$ (6 mm) install a layer of 3/8" (9 mm) minimum thickness, C-D Exposure 1 APA Rated, plywood or OSB over the wood planking.

What Are The Requirements For An Existing Deck?

When roofing over an existing deck, the following requirements must be met:

- The deck boards must have been in place for a minimum of 5 years.
- The deck must provide a smooth and sound substrate. If there are distortions in the deck, that is, warping, shrinkage, or inconsistencies so that the deck is not smooth and sound, an approved deck must be installed over the deck boards.
- There should be no gaps or spaces between the deck boards greater than $1/4"$ (6 mm). If there are gaps or spaces between the deck boards greater than $1/4"$ (6 mm), an approved deck must be installed over the deck boards.
- GAF does not recommend the installation over existing spaced or skip sheathing and does not recommend the application method of filling in between existing spaced or skip sheathing.

Note: GAF shingles are not approved for applications directly over any insulation or fiberboard.

What About Codes?

Roof decks must meet local codes. Approval from the local building department should be obtained to confirm the deck construction meets local code requirements.



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 03
Date 3/7/2023
Project Phase 1B Renovations
East Smithfield Neighborhood Center

Submitted to:
David Horton, Aharonian & Associates
Submitted by:
Jamie Edwards
J.G. Edwards Construction

Subject: Additional Sprinkler System Engineering

Please find below the cost to provide additional sprinkler system engineering for the entire building instead of just the renovated area of Phase 1B. This includes the sprinkler system within the building but not the fire service or Fire Department Connection piping outside the building. It also does not include any additional fire alarm system design. The additional sprinkler system design will be for the use of Fire Equipment, Inc. to obtain a sprinkler system permit. It shall not be used by the Town or anyone else for bidding on the sprinkler system.

Fire Equipment Inc. proposal dated 3/7/2023, copy attached	\$2,880.00
GC Markup (10%)	288.00
Increased Subcontractor Liability Insurance (1.3%)	37.00
Increased Performance & Payment Bonds (2%)	63.00
TOTAL	<u>\$3,268.00</u>

3/27/23



FIRE EQUIPMENT INCORPORATED

Proposal Information

Quote Name	E Smithfield Neighborhood Center Sprinkler Install Phase I Design Change Order	Proposal Date	3/7/2023
Quote Number	00080030		

Proposal Submitted To:

FEI Account Name	J G EDWARDS CONSTRUCTION	Prepared By	Pierre Lemieux
Contact Name	James Edwards	Email	plemieux@feinewengland.com
Email	jedwards@jgedwardsconstruction.com	Phone	401-222-0764
Phone	(401) 641-4822		
Bill To	120 HARGRAVES DRIVE PORTSMOUTH, RI 02871 USA		
Ship To	120 HARGRAVES DRIVE PORTSMOUTH, RI 02871 USA		

Scope of Work

Description	Provide Additional Engineering Services and Survey Time To Design Dry Sprinkler System For Entire Building.
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Totals

Subtotal	\$2,879.76
Total Price	\$2,879.76
Tax	\$0.00
Grand Total	\$2,879.76

Payment Terms

Payment to be made according to:	Deposit of 30% of the total contract value at the execution of this agreement and prior to any commencement of work. The balance of all work will be invoiced monthly with 30 day terms and final payment is due at the completion of the project.	Expiration Date	4/6/2023
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Exclusions

Exclusions	This is being presented as a change order for additional engineering to existing partial install contract. There are no additional labor, materials, and/or services offered as part of this change order proposal.
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Terms and Conditions

Not Included: All pricing is based on work done regular hours Monday-Friday, unless otherwise noted. Plus any applicable state taxes. Prices are valid for 60 days. Credit terms based on approval.



FIRE EQUIPMENT I N C O R P O R A T E D

We Propose hereby to furnish material and labor - complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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

Quote Acceptance Information

Signature

PO #

Date Signed



AHARONIAN
& ASSOCIATES, INC.
A r c h i t e c t s

May 30, 2023

Town of Smithfield
Mr. Randy Rossi, Town Manager
64 Farnum Pike
Smithfield, RI 02917

Re: East Smithfield Neighborhood Center, AA# 19175
7 Esmond Street
Smithfield, RI 02917
Asbestos Abatement Memorandum

Dear Mr. Rossi,

Based upon the review of the Abatement Plan performed by RI Analytical on December 20, 2022, Abatement Proposal by AA Asbestos Abatement, and the Change Order Request (COR #4) Proposal for incidental work associated with abatement provided by J.G. Edwards Construction dated May 24, 2023. Incidental work to include testing services, abatement plan and abatement oversight by RI Analytical, water trailer, selective demo, and dumpsters for non-asbestos material.

Upon review, it is recommended to accept this change order request (COR #4) by J.G. Edwards Construction for these additional services. Please don't hesitate to contact our office with any questions or concerns.

Sincerely,
Aharonian & Associates, Inc.

David R. Horton, RA

Enclosure: J.G. Edwards Construction Change Order Request (COR #4)

CC'd: Town Council of Smithfield
Mr. Carlos Santos, Purchasing Agent



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 04 REVISED
Date 5/24/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Asbestos Abatement at Main Hall

Please find below the costs to provide services related to the asbestos abatement of flooring in the two toilet rooms and loose asbestos in the crawl space at the Main Hall.

The Town of Smithfield will be hiring AA Asbestos Abatement to perform the asbestos abatement.

We already provided asbestos testing, inspection, and the asbestos abatement plan. During the abatement, we will provide air testing, monitoring, and final clearance inspections.

We will provide temporary power and water for the abatement.

We will demolish partitions in the rest rooms to allow abatement of the flooring.

This work has already delayed construction for months. Until it is completed, we cannot proceed with electrical, fire alarm, sprinkler, plumbing, or heating work.

The cost for this additional work is as follows:

500-gallon water trailer rental, delivery charges, water hoses and accessories – there is no water service on site and water is needed for daily worker decontamination	2,238.00
Transportation of water from off-site location	300.00
Selective demolition of doors, partitions, and fixtures in toilet rooms in order to remove flooring, 20 hours @ \$89.00	1,780.00
Dumpster for non-asbestos demolition materials	500.00
Tools and PPE for selective demolition	100.00
RI Dept of Health asbestos abatement plan filing fee	150.00
RI Analytical asbestos abatement plan, per Invoice #13325, 3/14/23, copy attached	2,371.00
RI Analytical services during abatement per email 4/7/23, copy attached	

Phase 1B Renovations to East Smithfield Neighborhood Center
COR #04 REVISED – Asbestos Abatement at Main Hall
5/24/23
Page 2 of 2

• Pre-construction air testing	650.00
• Pre-construction meeting	525.00
• Air monitoring, final inspection, and air clearance, 16 days	9,850.00
• Close-out reports	535.00
Temporary electricity extended to toilet rooms and crawl space for negative air, air monitors, and construction tools	<u>1,500.00</u>
Subtotal	\$20,499.00
GC Markup (10%)	2,050.00
Increased Subcontractor Liability Insurance (1.3%)	201.00
Increased Performance & Payment Bond (2%)	<u>455.00</u>
TOTAL	<u>\$23,205.00</u>

**R.I. Analytical**

15 Lark Industrial Parkway

Greenville, RI 028283046

Tel: (401) 737-8500

www.rianalytical.com

Invoice

Invoice Date: Mar 14, 2023

Invoice Num: 13325

Billing Through: Mar 14, 2023

Mr. James Edwards
J G Edwards Construction
120 Hargraves Drive
PO Box 100
Portsmouth, RI 02871-

Hall+Crawf-ESNC,7EsmondSt,Smithfield,RI02917-ASB Inspc+AplanAmend#1 (2022159:01) - Managed by (KD)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
12/20/2022	DRM	Asbestos Inspector-M-F .5 Mobilization + .5 travel to/from job site + 3 on site + 1 COCs & data entry = 5 - Bathrooms area	5.00	\$95.00	\$475.00
12/20/2022	RG	Environmental Technician Asb insp w/DM + travel time - Bathrooms area	4.00	\$95.00	\$380.00
1/30/2023	DRM	Asbestos Inspector-M-F .5 travel to/from job site + .5 on site - crawlspace	1.00	\$95.00	\$95.00
1/30/2023	RG	Environmental Technician On site insp w/DRM + travel - crawlspace	1.00	\$95.00	\$95.00
3/13/2023	KD	Project Designer Aplan Amendment #1	3.00	\$135.00	\$405.00
3/14/2023	KD	Project Designer Aplan Amendment #1, emailed to Client	3.00	\$135.00	\$405.00
3/14/2023	JAJ	Accounting, Clerical, Administrative Services admin, BQ	1.50	\$105.00	\$157.50

Total Service Amount: **\$2,012.50****Reimbursable Expenses:**

Date	Employee	Description	Units	Rate	Amount
12/20/2022	DRM	Mileage	6.00	\$0.650	\$3.90
12/20/2022	DRM	PLM Bulk Asbestos-EPA/600/R-93/116 (24-hour TAT) RIAL WO #2012-21393	22.00	\$15.00	\$330.00
12/20/2022	DRM	Media, Consumables, Other Expenses	1.00	\$10.00	\$10.00
12/20/2022	DRM	Hazardous Waste Disposal Fee (per sample set)	1.00	\$10.00	\$10.00
1/30/2023	RG	Mileage - Van	6.00	\$0.682	\$4.09

Total Expenses: **\$357.99**Amount Due This Invoice: **\$2,370.49**

This Invoice is due on 4/13/2023

James Edwards

From: Ken Davis <kdavis@rianalytical.com>
Sent: Friday, April 7, 2023 2:54 PM
To: James Edwards
Cc: Jennifer Jencks
Subject: RE: E Smithfield Neighborhood additional asbestos work - ESNC, 7 Esmond St, Smithfield, RI 02917 - RI Analytical ASB Services Fees - RIA Job #2022159.01+.02

Flag Status: Flagged

Jamie:

Here are the Fee Estimates.

Line	Description	Fee Estimates	RIA Job #	
1	Inspection and testing that determined that there is asbestos in the crawl space and rest room flooring	Invoiced already on RIA inv#13325 dated 3/14/23 for \$2,370.49	2022159.01	
2	Additional crawl space inspections and amended plan preparation.			
3	\$150.00 filing fee to RIDOH.	Paid by J. G. Edwards check #27806 dated 3/14/23 for \$150.00		
4	Pre-construction air testing.	\$650	2022159.02	Completed - including email to RIDOH, JGE & GES
5	Air monitoring during abatement - Project Monitor, admin. & PM	1) \$525	2022159.07	1) Pre-Construction meeting with JGE + GES.
		2) \$1,250		2) Bathrooms abatement - 2, 1/2 day on-site monitoring + admin/PM + PCM air sampling - \$614.00, 1/2-day rate including PM, admin, 4 PCM per day, expenses.
6	Final inspection and air clearance.	3) 8,600		3) Crawlspace abatement - 14, 1/2-day on-site monitoring + admin/PM + PCM air sampling - \$614.00, 1/2-day rate including PM, admin, 4 PCM per day, expenses.
7	Close-out report & email to RIDOH, JGE, etc.	\$535		

Please call or email me with any questions.

Thank you.



Kenneth Davis
Senior Environmental Scientist
EAM Division Manager

R.I. ANALYTICAL
SPECIALISTS IN ENVIRONMENTAL SERVICES
41 Illinois Ave., Warwick, RI 02888
15 Lark Industrial Dr., Smithfield, RI 02828
Cell: 401.524.2126
Office: 401.737.8500 x 120
Email: kdavis@rianalytical.com



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 05
Date 5/23/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Plywood Overlay at Main Hall

Please find below the costs to provide ½" plywood overlay over the Main Hall roof. The existing sheathing is random width boards with large gaps between them. The shingle manufacturer requires no more than ¼" gaps between boards to ensure proper nailing.

Please note that this installation is on a steeper and higher roof than the lower addition roof. It will be more labor intensive, getting the plywood up to roof, installing it, and maintaining roof protection until roof shingles are installed.

The cost for this additional work is as follows:

½"x4x8 CDX plywood, 90 sheets @ \$29.00	\$2,610.00
10d HDG pneumatic nails, 2 boxes @ \$154.00	308.00
Genie Telehandler lift to hoist material to roof, 1 week rental	1,000.00
Carpenter labor, 112 hours @ \$89.00	9,968.00
Subtotal	\$13,886.00
GC Markup (10%)	1,389.00
Increased Subcontractor Liability Insurance (1.3%)	N/A
Increased Performance & Payment Bond (2%)	306.00
TOTAL	\$15,581.00



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 06
Date 5/30/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Credit Gutters & Downspouts at Main Hall, Connector, and Bowling Alley Roofs

Please find below the credit for deleting the gutters and downspouts at the Main Hall, Connector, and Bowling Alley roofs. We will still be installing gutters at the renovated addition.

Gutters, approx. 314 LF	<\$10,200.00>
Downspouts, approx. 240 LF	<5,288.00>
Subtotal	<\$15,488.00>
GC Markup (10%)	N/A
Increased Subcontractor Liability Insurance (1.3%)	N/A
Increased Performance & Payment Bond (2%)	<310.00>
TOTAL NET CREDIT	<\$15,798.00>



memorandum

DATE: May 31, 2023

TO: The Honorable Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Request from Northern RI Collaborative

Since August 15, 2021, the Northern RI Collaborative has leased the William Winsor School for the operation of the educational collaborative. On May 22, 2023, the Northern RI Collaborative officially notified the Town of their impending dissolution and requested that their lease be terminated prior to the expiration of the current term. As part of the lease the town was required to complete numerous capital improvements to the facility and maintained an expectation that the Northern RI Collaborative would occupy the space at a minimum of two years and the possibility for longer offsetting the costs of the improvements.

Motion:

Moved that the Smithfield Town Council (approves / denies) the request of the Northern RI Collaborative to terminate their lease on July 15, 2023, prior to the completion of the current term expiring on August 14, 2023.



12 Breakneck Hill Rd., Suite 200, Lincoln, RI 02865 • P 401-495-2000 F 401-333-3572 • www.nric-ri.org

Georgia Fortunato, Executive Director • Lori A. Miller, Director of Finance
Joseph Renzi, Director of Educational Services • Dean Palmer, Director of Technology

May 22, 2023

Randy R. Rossi
Town Manager
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

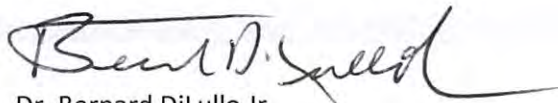
Dear Mr. Rossi:

As you know, NRIC did not opt to extend the lease for an additional year because of its impending dissolution effective June 30, 2023. Please be advised that, in accordance with the lease terms, the Northern RI Collaborative will be vacating the leased premises located at 562 Putnam Pike, Greenville RI 02868, also known as the William Winsor School, effective August 14, 2023.

In the event that NRIC is able to vacate the premises sooner, i.e., July 15th, would Smithfield be amenable to eliminating the rent due for the period July 16, 2023 – August 14, 2023? Please advise at your earliest convenience.

Thank you for your attention to this matter.

Very truly yours,



Dr. Bernard DiLullo Jr.
Chair, NRIC Board of Superintendents

C: Georgia Fortunato
Benjamin M. Scungio, Esq.
Board of Superintendents

TOWN OF SMITHFIELD AND NORTHERN RHODE ISLAND COLLABORATIVE

LEASE AGREEMENT

Town of Smithfield, RHODE ISLAND, a Rhode Island municipal corporation, located in the Town of Smithfield, County of Providence, State of Rhode Island, hereinafter called the "Lessor", and the Northern Rhode Island Collaborative hereinafter called the "Lessee", agree as follows:

PREMISES

The Lessor hereby leases to the Lessee the William Winsor School located on 562 Putnam Pike, Greenville, Rhode Island (Assessor Plat 6, Lot 49), in the Town of Smithfield, RI (the "Premises").

ASSIGNMENT

Lessee may not assign this Lease Agreement nor sublet the Premises in whole or in part without the written consent of the Lessor, which consent shall not be unreasonably withheld.

RENT AND TERM

The Lessee shall hold said Premises for a term of twelve months (12) months commencing August 15, 2021 and terminating August 14, 2022 (the "Term"). The Lessee agrees to pay to Lessor annual rent ("Rent") for the Term, which shall be payable in monthly installments based on the table below:

	Annual	Monthly
August 15, 2021 – August 14, 2022	\$218,616.00	\$18,218.00

The first installment of monthly rent shall be paid on or before the fifteenth day of August 2021, and each installment thereafter on or before the fifteenth day of each succeeding month until said rent is paid in full.

OPTION TO EXTEND

The Lessee shall have the right to exercise two (2) options to extend the term for a period of one (1) year each (the "Extension Periods," each, an "Extension Period") upon not less than ninety (90) days prior written notice to the Lessor, on the same terms and conditions set forth in this Lease Agreement, except annual rent shall increase by two and a half percent (2.5%) per year. If the Lessee fails to provide such timely notice, the Lessee shall have no further or additional rights to extend or renew the Term, and said Term shall end on termination date (i.e., August 14, 2022, or August 14, 2023 if Lessee had exercised the right for the 1st extension).

The Rent during the Extension Periods shall be as follows:

	Annual	Monthly
August 15, 2022 – August 14, 2023	\$224,081.40 (+ 2.5%)	\$18,673.45
August 15, 2023 – August 14, 2024	\$229,683.44 (+ 2.5%)	\$19,140.29

DEFAULT

If (i) Lessee shall not pay rent or any monies due hereunder within fifteen (15) days from the date due; or (ii) Lessee shall fail to keep and perform any other condition, stipulation, or agreement herein contained on the part of the Lessee to be kept and performed within twenty (20) days after written notice of said failure to Lessee; or (iii) a petition is filed by Lessee under any bankruptcy, receivership, or other insolvency law; or (iv) a petition is filed against Lessee under any bankruptcy, receivership, or other insolvency law and the same shall be not

dismissed within thirty (30) days from the date upon which it is filed; or (v) any assignment shall be made of Lessee's property for the benefit of creditors; or (vi) a permanent receiver shall be appointed to take charge of the Premises by a court of competent jurisdiction; or (vii) Lessee shall permit the filing of any lien against the Premises, which shall not be discharged within ten (10) days after written notice by Lessor then, in any of said events, Lessor may, at Lessor's option, declare Lessee in default, and in such event, the Lessor shall have all remedies by law available to the Lessor based upon such default, including court costs and reasonable attorney's fees.

TERMS OF OCCUPANCY

Lessor agrees that the Premises are to be used by the Lessee for the operation of a school and the uses incidental to the conduct thereof.

Lessee shall have the use of the entire Premises for each day of the Term and during any Extension Period.

Lessee further agrees to abide by any and all State of Rhode Island Department of Health safety and sanitation regulations and Fire Safety Code regulations germane to its use of the kitchen and cooking facilities, if applicable.

REPAIRS AND MAINTENANCE

Lessor agrees to keep the exterior and structure of the building in reasonably good order and repair including, without limitation, the roof, foundation, and exterior walls, and the major plumbing and electrical lines, supplies, and pipes.

Lessor agrees to make or cause to be made any and all repairs and replacements necessary to keep the Premises in reasonably good order and repair, including, without limitation, all electrical and plumbing fixtures within the Premises, and all heating, ventilation, and air conditioning systems, equipment, and/or components.

Lessee agrees to keep the sidewalks and parking lots adjoining the Premises reasonably free of ice, snow, and unlawful obstruction during the term. The cost of snow and ice removal shall be assumed by the Lessee.

Lessee agrees to keep the interior of the Premises in as good condition as they were at Lessee's commencement of occupancy of the Premises, ordinary wear and tear excepted. Lessee agrees to maintain the entrance ramp in safe and working order.

Lessee agrees to replace glass in doors and windows in that portion of the Premises occupied by the Lessee which may be or become damaged or broken by Lessee or occupants permitted on the Premises by Lessee during the time of actual utilization of the Premises by the Lessee.

Lessee additionally agrees to pay 100% of the monthly rental and disposal fee of the dumpster.

Lessor, its servants, and agents, shall have the right to enter the Premises for the purpose of repair and maintenance at reasonable times and without interference with the conduct of the Lessee's business.

SPRINKLER SYSTEM

Lessor shall issue a public bid for installation of a sprinkler system at the Premises (the "Project"), and Lessee's consent and approval shall be required in connection with the award of the winning bid for the Project. In the event the Lessee declines to exercise the option to extend the Term, and the cost of the Project exceeds Rent paid by Lessee during the Term, Lessee shall be responsible for the difference between Rent paid during the

Term and the Project cost (the "Balance"); provided, however, that Lessor shall endeavor to re-let the Premises, and any rent paid by a subsequent tenant within three (3) months from the expiration date of the Term shall be applied toward the Balance, if any, to reduce the total thereof.

In the event Lessee exercises the option to extend the Term, any such obligation is extinguished.

SURRENDER

Lessee agrees to keep the Premises in reasonably good condition at all times and at the expiration of or sooner termination of this Lease Agreement to quietly and peaceably surrender possession of the Premises in as good order as they were at Lessee's commencement of occupancy of the Premises, ordinary wear and tear excepted.

UTILITIES

All utilities including but not limited to electricity, water, telephone, sewer, and heat shall be the responsibility of the Lessee.

ALTERATIONS

In the event Lessee desires to make any interior alterations and changes, including partitioning rooms, in the Premises, it is understood and agreed that the same shall not be made without the prior consent of the Lessor, which shall not be unreasonably withheld. At the termination of Lessee's tenancy, Lessee agrees to yield up the Premises in as good condition as they were at Lessee's commencement of occupancy of the Premises, reasonable wear and tear accepted.

All alterations and restorations in the Premises made or requested by the Lessee shall be paid for by the Lessee.

REMOVAL OF FIXTURES

Improvements and fixtures installed by the Lessee shall remain the property of the Lessee and may be removed by the Lessee at the termination of the Lease Agreement; excepting, however, items and materials which upon installation become an integral and necessary part of the Premises. Upon removal of any improvements or fixtures, the Lessee shall restore said Premises to as good condition as they were at Lessee's commencement of occupancy of the Premises, reasonable wear and tear accepted.

INSPECTION

Lessor, its servants, and agents, shall have the right to inspect the Premises at reasonable times and upon reasonable notice and without interference with the conduct of Lessee's business.

INDEMNIFICATION

Lessee does hereby agree to indemnify, defend, and hold harmless Lessor from and against any loss, cost (including reasonable attorney's fees and court costs), damages, and expenses occasioned by or arising out of the use of the Premises by Lessee. As used under this Indemnification heading, the term "Lessee" shall refer to Lessee or any person or persons occupying, holding, or claiming by, through, or under Lessee, including without limitation, Lessee's employees, agents, servants, contractors, guests, customers, patients, clients, representatives, invitees, and licensees. Lessor does hereby agree to indemnify, defend, and hold harmless Lessee from and against any loss, cost (including reasonable attorney's fees and court costs), damage, and expenses occasioned by or arising out of the use of the Premises by Lessor. As used under this Indemnification heading, the term "Lessor" shall refer to Lessor or any person or persons occupying, holding, or claiming by, through, or under Lessor, including without limitation, Lessor's employees, agents, servants, contractors, guests, customers, patients, clients, representatives, invitees, and licensees.

CONDEMNATION

If, during the Term, any part of the Premises shall be taken by any public or other authority by the exercise of any power of eminent domain or condemnation as to render the Premises unusable for the purposes for which the Premises were leased, then this Lease Agreement shall terminate at the election of either Landlord or Tenant. The Premises shall be deemed unusable if more than thirty percent (30%) of the Premises has been taken or damaged by the taking. In the event that such taking is not sufficient to entitle either party to terminate, a just proportion of the Rent according to the extent of the percentage of the Premises area taken shall be abated for the remainder of the Term hereof.

COVENANT OF QUIET ENJOYMENT

Upon paying the rent and observing the covenants herein, the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises during the Term.

PARTIAL OR TOTAL DESTRUCTION

In the event that during the Term, or any extension or renewal thereof, all or any portion of the Premises is destroyed by fire or other casualty as to be rendered untenable and unfit for occupancy, this Lease Agreement shall terminate at the election of either Lessor or Lessee. In the event that neither party elects to terminate, Lessor shall within one hundred eighty (180) days of such damage, except for matters beyond the reasonable control of Lessor, replace, restore or rebuild the destroyed portions of the building to substantially the same condition as existing immediately prior to said destruction, and a just portion of the Rent according to the extent of the floor space rendered untenable and unfit for occupancy shall be abated until such space shall have been restored to a tenantable and fit condition.

INSURANCE

During the Term, Lessor shall keep the Premises insured against fire or other casualty, which policy or policies of insurance shall contain a provision naming Lessee a co-payee. Lessor shall furnish Lessee with proof of said insurance. Lessee shall during the Term keep Lessee's personal property and improvements within the Premises separately and directly insured, and also insure Lessee separately and directly against commercial general liabilities. Lessee shall furnish Lessor with proof of said insurance.

HEALTH AND FIRE STANDARDS

Lessor covenants that the Premises have been inspected and meet health and safety standards prescribed for schools by the State of Rhode Island Department of Health and the State of Rhode Island Fire Marshal. In the event that remedial work of the Premises becomes necessary, and the Lessor, in its sole discretion determines that such cost would not be reasonable, it shall notify the Lessee forthwith, and this Lease Agreement shall be terminated at the end of the then current school year; provided, however, that if the need for such remedial work is critical, rendering the Premises untenable, then this Lease Agreement shall be terminated fifteen (15) days after the giving of such notice, without penalty. The parties agree to share, by providing copies forthwith, all notices, tests results and remedial action with regard to the Premises.

FURNITURE AND FURNISHINGS

Lessor agrees that the Lessee may make reasonable use of all furniture and furnishings in the Premises as of the date of the commencement of this Lease Agreement. Lessee shall provide any and all additional furniture and furnishings that it deems necessary to its use of the Premises.

JANITOR AND CLEANING SUPPLIES

Lessee agrees to furnish and pay for custodial services for the Premises during the Term of this Lease Agreement. Lessee agrees to furnish and bear the costs of all custodial and cleaning supplies used on the Premises.

ALARM SYSTEM

Lessee shall be responsible for the cost of repair services for the alarm system where such need for repair is caused by the acts and/or omissions of the Lessee, its employees, agents, and/or students.

NOTICES

All notices required to be given under the terms of this Lease Agreement shall be given in writing and shall be sent by both (a) first class mail, and (b) either (i) hand delivery or (ii) reliable overnight carrier, or (iii) U.S. certified mail, return receipt requested, postage prepaid to the Lessor and the Lessee at the following addresses:

LESSEE: Georgia Fortunato, Executive Director; Northern Rhode Island Collaborative
640 G. Washington Highway, Suite 200 Lincoln, RI 02865

LESSOR: Randy R. Rossi, Town Manager; Town of Smithfield
64 Farnum Pike, Smithfield, RI 02917

HOLDOVER

If Lessee holds over or continues in possession of the Premises after the expiration of this Lease Agreement without written permission of Lessor and without the execution of a new lease, Lessee tenancy shall be on a month-to-month basis, subject to all the conditions of this Lease Agreement except the monthly rent shall be twice the monthly rent enumerated in this Lease Agreement.

WITNESS THE HAND AND SEALS OF THE UNDERSIGNED THIS 27th DAY OF JULY, 2021.

Town of Smithfield, RI




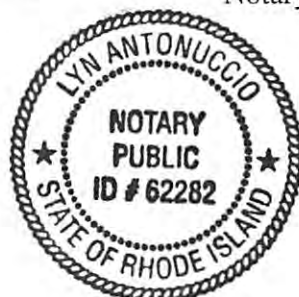
Randy R. Rossi, Town Manager

Dated: July 27, 2021

State of Rhode Island
County of Providence

On this 27th day of July, 2021 before me, the undersigned notary public, personally appeared Randy R. Rossi, Town Manager, Town of Smithfield and proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document in my presence.



Notary Public

comm. Exp. 5/16/2024

WITNESS THE HAND AND SEALS OF THE UNDERSIGNED THIS ____ DAY OF JULY, 2021.

Northern Rhode Island Collaborative

Georgia Fortunato
Georgia Fortunato, Executive Director

Dated: 7/26/21

State of Rhode Island
County of Providence

On this 26th day of July, 2021 before me, the undersigned notary public, personally appeared Georgia Fortunato, Executive Director, Northern Rhode Island Collaborative and proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document in my presence.

Lori A. Miller, Notary
Notary Public
My Commission expires
3/25/2022



TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: June 6, 2023
To: Smithfield Town Council
From: Christopher Celeste, Assessor
Re: Tax Abatements

BACKGROUND:

Abatements are granted by the assessor as a result of assessment appeals on real estate, motor vehicles, and personal property. Adjustments are also made to motor vehicle tax bills to correct for erroneous data received from the Rhode Island Division of Motor Vehicles, including incorrect tax town and registration data. Additionally, the tax collector may request the abatement of taxes deemed to be uncollectible.

FINANCIAL IMPACT:

Total abatements for this period = \$281.97

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$281.97

The abatements contained herein are submitted
for your approval by:

Christopher Celeste, RICA
Assessor



June 6, 2023

Town Council Authorization:

Real Estate Subtotal:	\$0.00
Motor Vehicle Subtotal:	\$0.00
Personal Property Subtotal:	\$281.97
Total Abatements:	\$281.97