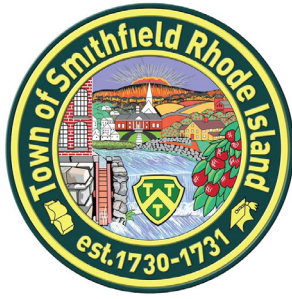


SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
July 11, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, JULY 11, 2023
6:30 P.M.**

6:30 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to to consider, discuss and act upon the potential disposition, sale or lease of surplus Town Property.

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. Fire Chief's Special Recognition Award - Nick Wilson.
- VI. Minutes:
 - A. Move that the minutes of the June 20, 2023 executive session meeting held pursuant to Section 42-46-5(a)(2); Potential Litigation and Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Christopher Bilotti, Jean Marsella, Ryan Sylvestre, and Hannah Martin for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed.
 - B. Move that the minutes of the June 20, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Conservation Commission appointment with a term expiring in July of 2026.
 - B. Planning Board appointment with a term expiring in May of 2026.
- VIII. Public Hearings:

- A. Conduct a public hearing to consider an application for tax stabilization from Bay Crane Northeast, LLC.

IX. Licenses:

- A. Consider, discuss and act upon approving the annual renewal of two (2) Pool Table Licenses, as listed as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Portuguese American Social and Athletic Club, 40 Fenwood Avenue (two pool tables)
 - 2. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)
- B. Consider, discuss and act upon approving a new Weapons License for High Table Outfitters, LLC d/b/a “High Table Outfitters”, located at 49 Cedar Swamp Road, Suite 11, for the repair of weapons, with the hour of operation to be Monday, 9:00 a.m. to 12:00 p.m., Wednesday, 5:00 p.m. to 8:00 p.m., Friday, 12:00 p.m. to 4:00 p.m., and Saturday 8:00 a.m. to 12:00 p.m., 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 authorizing a request for a Block Party to be held from 12:00 p.m. to 10:00 p.m. on Saturday, June 29, 2023 on Kimberly Ann Drive.

XI. New Business:

- A. Consider, discuss, and act upon authorizing the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Smithfield Lodge No. 17 Fraternal Order of Police pending final approval by the Town Solicitor.
- B. Consider, discuss, and act upon approving a Memorandum of Agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police (FOP) pending final approval by the Town Solicitor.
- C. Consider, discuss, and act upon authorizing a payment to Tom Gruzka in an amount not to exceed three thousand and twenty-five dollars and zero cents (\$3,025.00) for the purchase of materials and labor to build four (4) bridges at Camp Shepard.
- D. Consider, discuss, and act upon authorizing a request from Ocean State Multisport to hold a “Spine and Brain Institute” Road Race in Deerfield Park on Sunday, May 19, 2024.

- E. Consider, discuss, and act upon authorizing a request from Ocean State Multisport to hold a “Sour Apple” Road Race in Deerfield Park on Sunday, July 7, 2024.
 - F. Consider, discuss, and act upon authorizing a resolution for the submission of a proposed Program Year 2022 Community Development Block Grant application.
 - G. Consider, discuss, and act upon a request from the Northern RI Collaborative to extend their lease of the William Winsor Elementary School to September 14, 2023.
 - H. Consider, discuss, and act upon authorizing a request for proposals for interior painting at the Town Hall.
 - I. Consider, discuss, and act upon authorizing a Memorandum of Understanding with the Woonasquatucket River Watershed Council for use of the Leo Bouchard Conservation Center located at 5 Waterview Drive (AP 46, Lot 215).
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: FRIDAY, JULY 7, 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.

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, June 20, 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
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, June 20, 2023 Smithfield Town Council Meeting to order at 7:05 p.m.

At 6:00 p.m., a motion was made by Member Toppi, seconded by Vice President Iannotti, to convene into executive session to consider, discuss, and act upon matters pursuant to Section 42-46-5(a)(2); Potential Litigation and Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Christopher Bilotti, Ryan Sylvestre, and Hannah Martin for possible appointment or reappointment to a Town board or commission.

At 6:56 p.m. a motion was made by Member Toppi, seconded by Vice President Iannotti, to adjourn the executive session and seal the minutes. The motion was unanimously approved.

President Lawton announces that there were no votes taken in executive session that are required to be reported pursuant to RIGL§ 42-46-4).

II. President Lawton offers a prayer. President Lawton asks for a moment of silence in honor of Michael Flynn and Jackson Despres.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification.

V. Presentations: None

VI. Minutes:

A. Move that the minutes of the June 6, 2023 executive session meeting held 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 be approved as recorded and sealed.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the June 6, 2023 executive session meeting be approved as recorded and sealed. **Motion is approved by unanimous a 5/0 vote.**

B. Move that the minutes of the June 6, 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 open session be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

VII. Consider, discuss and act upon the following possible appointments and reappointments: None

VIII. Public Hearings:

A. Conduct a public hearing on the proposed Fiscal Year 2024 budget.

President Lawton declares the public hearing open.

Town Manager Rossi explains that there are amendments for consideration from the Budget and Financial Board of Review's version of this budget. Town Manager Rossi further explains some of the items that were discussed at a work session that have been included in the budget. They are as follows:

- \$100,000 to Legislative and Policy Direction School Capital Fund Contribution
- \$300,000 to the Police Local Pension
- \$46,365 for a full-time position
- \$10,000 for the Greenville Library

Town Manager Rossi states that the budget will increase the tax rate in the amount of \$456,365 and the effect to the residential real estate rate will be reduced to \$13.78 and the commercial real estate was reduced to \$19.29 per thousand.

Member Toppi asks that Town Manager Rossi explain how the additional money came about. Town Manager Rossi explains that when the budget process began in January 2023, they were being conservative about the tax value and never overestimated/underestimate the tax rate at that point. Town Manager Rossi further explains moving along through the year they were able to reach a final number, and this year the Town had some value and growth. Town Manager Rossi also explains that the Town was able to get additional value reduce the rate and provide additional benefits to the areas that needed it.

Member Kilduff questions the Tax Stabilization Agreement for Bay Crane is something that will contribute to offset the price. Town Manager Rossi explains that the amount listed in the agreement is covered into what the tax levy is about, and will not change anything.

Thomas Hodgkins of 200 Farnum Pike questions the basis for the increase of \$10,000 to the Greenville Public Library. Town Manager Rossi explains that at the budget work session the library presented numerous additional capital items that they were looking to have funded, and the council felt it was a “reasonable ask”, therefore, this is why he added to the budget.

Mr. Hodgkins also questions if that was over the recommendation of the BFRB. Town Manager Rossi confirms this was over the recommendation of the BRFB, and would raise it from \$931,850 to \$941,850.

Mr. Hodgkins states that the library plays an important mission in our community and they do across the state, however, when dollars are diverted from that mission to non-mission related activities, the taxpayers suffer and their money should have to go to that.

Mr. Hodgkins further states that the library has been involved in litigation for several years for violating the Access to Public Records Act, and over that time, they have spent over \$100,000 in legal fees defending a case they had no defense to. Mr. Hodgkins also states that they paid attorneys at a rate of over \$500 per hour to defend that case.

Mr. Hodgkins explains that the Supreme Court ordered the library to pay over \$60,000 to the plaintiff’s legal fees, which is in addition to the \$100,000 the library has incurred over the past several years.

Mr. Hodgkins further explains that since 2019 the library’s budget has gone up every year, and this year they have asked for over a 10% increase. Mr. Hodgkins also explains that the library never disclosed what they were spending on these legal fees or the scope of the litigation.

Mr. Hodgkins states that it is his understanding that the Town first learned of this issue when he raised the question at the BFRB meeting in March 2023, and the library told the board that no taxpayer dollars had been used to pay legal fees or judgement in that case, however, their minutes reflect \$60,000 was transferred from their Investment or Reserve Account to pay the judgement. Mr. Hodgkins further states that their minutes from previous years do not reflect any other transfers from their Reserve Account to pay for legal fees, which suggests that legal fees were paid for from the Operating Fund. Mr. Hodgkins reminds the members that the biggest contributor to the Operating Fund the taxpayer appropriation.

Mr. Hodgkins explains that during that time the library has asked, and received, Capital Improvement Plan funding as well as American Rescue Plan funding. Mr. Hodgkins asked for the audited financial records at the library, but the Town has not had the opportunity to review. The library refused to release the information, without explanation, until after this budget hearing.

Mr. Hodgkin states that the Town has limited oversight of the library, and the library believes that the Town has no role in its budget. Mr. Hodgkins feels it is concerning that the taxpayers are, in essence, writing a check for \$941,000 to an organization that thinks it has no oversight, and the Town has no oversight to tell the library how to spend their budget or how to allocate any of that money.

Mr. Hodgkins hopes that the Town can soon think about ways to get some oversight over the library and their spending, and to do it now rather than wait until the budget process next year. Mr. Hodgkins states this should include reviewing their financial auditing statements.

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

Motion is made by Member Kilduff, seconded by Vice President Iannotti, that the Smithfield Town Council hereby approves the Fiscal Year 2024 Budget as amended. **Motion is approved by a 4/1 vote. Member Tassoni votes nay.**

B. Schedule a public hearing on July 11, 2023 to consider, discuss, and act upon an application for tax stabilization from Bay Crane Northeast, LLC.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby schedules a public hearing on July 11, 2023 to consider the application for the Tax Stabilization Agreement with Bay Crane. **Motion is approved by a unanimous 5/0 vote.**

IX. Licenses:

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

1. Raymond C. LaPerche PTA, 11 Limerock Road (fee waived)

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council act upon approving the annual renewal of one (1) Bingo License for Raymond C. LaPerche PTA, located at 11 Limerock Road, Smithfield, as applied, subject to compliance with all state regulations and local ordinances. Fee waived. **Motion is approved by a unanimous 5/0.**

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

1. The Barre and Yoga Experience, LLC d/b/a “The Barre and Yoga Experience”, 259 Putnam Pike, Unit 2

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

1. The Barre and Yoga Experience, LLC d/b/a “The Barre and Yoga Experience”, 259 Putnam Pike, Unit 2

Motion is approved by a unanimous 5/0 vote.

C. Consider, discuss, and act upon approving one (1) Special Event License for Seven Cedars Farm for a “Charity Car Show”, 20 John Mowry Road on the following date:

- **Sunday, July 9, 2023 from 9:00 a.m. to 3:00 p.m.**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council approve one (1) Special Event License for Seven Cedars Farm for a “Charity Car Show”, 20 John Mowry Road on the following date:

- Sunday, July 9, 2023 from 9:00 a.m. to 3:00 p.m.

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 5/0 vote.

D. Consider, discuss, and act upon approving one (1) One-Day Beer/Wine License for Seven Cedars Farm for a private event as follows:

- **Sunday, September 17, 2023 from 10:00 a.m. to 3:00 p.m., with a rain date of Sunday, September 24, 2023**

The private event will take place at Seven Cedars Farm, 20 John Mowry Road from 10:00 a.m. to 3:00 p.m., as applied, subject to all State regulations and local ordinances.

Motion is made by Member Toppi, seconded by Member Kilduff, that the Smithfield Town Council approve one (1) One-Day Beer/Wine License as follows:

Private event to be held on Sunday, September 17, 2023 from 10:00 a.m. to 3:00 p.m., with a rain date of Sunday, September 24, 2023

The party will take place at Seven Cedars Farm, 20 John Mowry Road from 10:00 a.m. to 3:00 p.m., as applied, subject to all State regulations and local ordinances.

Motion is approved by a unanimous 5/0 vote.

E. Consider, discuss, and act upon approving a Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm” to hold a Farmer’s Market every Sunday through October 8, 2023, with the hours of operation to be from 10:00 a.m. to 2:00 p.m., on property located at 660 Douglas 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 Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm” to hold a Farmer’s Market every Sunday through October 8, 2023, with the hours of operation to be from 10:00 a.m. to 2:00 p.m., on property located at 660 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

- F. Consider, discuss, and act upon approving an application for a temporary extension of a Class D (Full Privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter Carey Road, for their Annual Field Day to be held, Sunday, September 17, 2023, from 9:00 a.m. to 8:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and conditional upon the alcohol/crowd control agreement with the Smithfield Police Department. Rain date will be Sunday, September 24, 2023.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the temporary extension of a Class D (Full Privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter Carey Road, for their Annual Field Day to be held, Sunday, September 17, 2023, from 9:00 a.m. to 8:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and conditional upon the alcohol/crowd control agreement with the Smithfield Police Department. Rain date will be Sunday, September 24, 2023. **Motion is approved by a unanimous 5/0 vote.**

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon an Appropriation and Tax Levy Resolution for Fiscal Year Ending June 30, 2024.**

Town Manager Rossi explains that this item will solidify everything having to do with the passage of the budget and to bring the Town in compliance with the Town Charter.

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council hereby moves passage of the Appropriation and Tax Levy Resolution for the Fiscal Year ending June 30, 2024. **Motion is approved by a unanimous 5/0.**

- B. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the OMNIA Partners Contract #254, with Rehrig Pacific Company of Miami-Dade County, Florida, for the purchase of trash and recycling carts in an amount not to exceed twenty-nine thousand, eight hundred, ninety-four dollars and zero cents (\$29,894.00).**

DPW Director Gene Allen explains that this purchase will be funded through next year's operating budget, and there is a six (6) to eight (8) week delivery period.

Director Allen further explains that this purchase is based upon anticipated growth and the replacement of carts and damaged carts.

President Lawton questions the lifespan of the carts. Director Allen explains that the warranty is ten (10) years.

Member Toppi questions if they were ever free. Director Allen explains that they may have been free prior to him becoming director.

Town Manager Rossi states that the Town generated a savings by switching to the automated method of pickup and reduced the service fee.

Vice President Iannotti questions how long the carts that residents are presently using are expected to last. Director Allen explains the warranty is for ten (10) years, however, they are starting to see some wear. Director Allen further explains that if there is damage to them, such as wheels or covers, the DPW can go out and make some repairs. Director Allen also explains that the ones being purchased should last approximately ten (10) to fifteen (15) years.

Vice President Iannotti questions if they will be replaced on an "as needed basis". Director Allen confirms that they will be replaced on an "as needed basis".

Member Kilduff questions the rental of carts. Director Allen explains that you are able to get an additional cart for no charge, and loaner carts are available if someone is having a party and will have extra trash/recycling. Director Allen further explains that the DPW will deliver it and pick it up after the event.

Member Toppi questions if this is paid for via credit card as the information shows there is a 2% processing fee. Director Allen explains that generally it is paid by check.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council authorizes the Town Manager to enter into contract, through the OMNIA Partners Contract #254, with Rehrig Pacific Company of Miami-Dade County, Florida, for the purchase of 100-65 gallon trash carts, 100 -65 gallon recycling carts, 100 – 95 gallon trash carts, and 100 -95 gallon recycling carts as described in the attached quote for a total cost of \$29,894.00. **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon authorizing a request for proposals for the purchase of real property/existing structure for a new fire station subject to review by the Town Solicitor.

Chief Robert Seltzer explains that this RFP was drafted after inquiries from local businesses in the area of Route 7/116 regarding property they may be interested in selling and may have good potential for a fire station.

Chief Seltzer further explains that before a determination is made to move forward with the fire station the Town has, it has been decided to review this option to see if it makes more financial sense.

Chief Seltzer also explains that the RFP was drafted based upon the initial design of the fire station and the RFP will be available for thirty (30) days, the bids will then be reviewed to see if the property contains the proper land mass and building size.

Chief Seltzer states that the RFP will give the Town the ability to negotiate with whomever submits a proposal to make the fire station NFPA and building code compliant.

Vice President Iannotti questions what the Town is going to do with the land that has already been purchased. Chief Seltzer explains that the Town would sell it. Town Manager Rossi explains that there has been numerous requests to sell the land.

Vice President Iannotti also questions if renovating an existing structure will save money. Chief Seltzer explains that the design, layout, and drainage is already on the property. Chief Seltzer further explains that there may be other potential savings where a bid is accepted and may also provide all best practices.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approves the RFP for the purchase of real property/existing structure for the new fire station. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing a request for proposals for the construction of a concessions building, grandstand, press box and track and field entrance at the Boyle Athletic Complex subject to review by the Town Solicitor.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the advertisement of this Request for Proposal (RFP) for the construction of the concession building, grandstand, press-box and track & field main entrance at the Boyle Athletic Complex at the high school, subject to review and approval by the Town Solicitor. **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon rescinding a request for proposals for concession services at Deerfield Park.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby rescind RFP #2023-0324 – Concession Services-Play for All Pavilion at Deerfield Park, and the received from Brewology LLC, located in Smithfield, RI. **Motion is approved by a unanimous 5/0 vote.**

F. Consider, discuss, and act upon authorizing a request for proposals for concession services at Deerfield Park subject to review by the Town Solicitor.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorize the Purchasing Agent to advertise this updated RFP for concession services at the Smithfield's Deerfield Park – Play for All Pavilion for the new contract period of July 1, 2023 to June 30, 2025. Subject to final review by the Town Solicitor. **Motion is approved by a unanimous 5/0.**

G. Consider, discuss, and act upon authorizing a request for a Block Party to be held from 12:00 p.m. to 10:00 p.m. on Saturday, June 29, 2023 on Kimberly Ann Drive.

Nicholas Ricci states that he is requesting the council's approval to hold a summer party for the neighborhood children.

Vice President Iannotti states that cars drive very fast on Kimberly Ann Drive and questions how this will be made safe by blocking off part of this road.

Mr. Ricci explains the different exits within the neighborhood, and assures the members that cars would be able to go around both sides.

Vice President Iannotti questions if the Police Department has reviewed this plan. Mr. Ricci explains that he reached out to both the Police and Fire Departments, and they referred him to the council. Vice President Iannotti questions if both departments have reviewed the plan. Mr. Ricci explains that both departments have reviewed the plan, and he sent over a diagram of where the blockades would be which shows access to both sides for cars.

Vice President Iannotti suggests that the Traffic Safety Commission look at that street because something is needed to slow down the traffic such as a stop sign.

Member Toppi questions how many people are expected to be in attendance. Mr. Ricci explains he thought there would be approximately thirty (30) people and some family and friends are invited.

Town Manager Rossi wants to ensure that both the Fire and Police Chief are fine with this proposal and it has reached all levels of their department.

Member Tassoni questions if this has ever been done before. Town Manager Rossi explains that he cannot find anything showing this was done before. Member Tassoni suggests putting a process in place because none currently exists.

Police Chief Richard St. Sauveur states that the department has had requests for block parties over the years, and he does not support streets being closed down. Chief St. Sauveur does not think the Town should be in that business either. Chief St. Sauveur has told those that have requested to have a block party that they can have "all the parties they want" but not to block the streets.

Chief Seltzer explains that he has not spoken with Mr. Ricci. Chief Seltzer suggests moving the party to Deerfield Park. Chief Seltzer feels that something solid would need to be put up if this is going to happen and there also needs to be access to allow a rescue/fire truck to get through.

Mr. Ricci states that he lived in New York and attended block parties where a “horse barricade” was used. Mr. Ricci further states that moving it to another location defeats the purpose of having on the street.

President Lawton suggests having in someone’s driveway.

Member Toppi questions if the council denies this request, Mr. Ricci could technically still have the party, but it would be a huge safety risk.

Joseph O’Connor of 6 Apple Tree Lane explains that when his children were growing up he had block parties every year, and he blocked off the streets with cars. Mr. O’Connor further explains that everyone had a good time and were safe. Mr. O’Connor also explains that the Smithfield Police looked the other way.

Vice President Iannotti would like to see a plan drafted that is acceptable to the Police and Fire Departments. Vice President Iannotti does not think the council should approve something that the Police and Fire Chief are opposed to.

Member Kilduff feels that both Chiefs are forced into the positions they are in because of liability.

Member Tassoni states that if the council approves the party, the Town is liable.

Vice President Iannotti states this is not a dead-end street; it is highly traveled and used as a cut-through.

Chief Seltzer offers to work with Mr. Ricci to determine if there is a safe way to have the party.

Town Manager Rossi suggests that the council table this matter to determine if the Police and Fire Departments, along with EMA can put a plan together.

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council continues this matter to July 11, 2023. **Motion is approved by a unanimous 5/0 vote.**

H. Consider, discuss, and act upon cancelling the September 5th Town Council meeting.

Town Manager Rossi explains that he spoke with some of the members, and asks the members to hold off with this item, which is due to the Primary Election. Town Manager Rossi further explains that the concern is how early the council meeting is in August and waiting until late September to have another meeting. Town Manager Rossi suggests taking no action on this item until time gets closer.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby tables this agenda item to a future meeting. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment. None

XIII. Adjournment.

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

Meeting adjourns at 7:40 p.m.

Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby appoints Ryan Sylvestre to the Conservation Commission with a term expiring in July of 2026.



TOWN OF SMITHFIELD
Office of the Town Manager

Application Form
Boards, Committees, Commissions
and Appointed Positions

Please check which of the following are of interest to you.

<input type="checkbox"/> Affordable Housing Advisory Board	<input type="checkbox"/> Financial Review	<input type="checkbox"/> Planning Board
<input type="checkbox"/> Board of Assessment Review	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Sewer Authority
<input type="checkbox"/> Board of Canvassers	<input type="checkbox"/> Housing Authority	<input type="checkbox"/> Water Supply Board Advisory Commission
<input checked="" type="checkbox"/> Conservation Commission	<input type="checkbox"/> Juvenile Hearing Board	<input type="checkbox"/> Zoning Board of Review
<input type="checkbox"/> Economic Development Commission	<input type="checkbox"/> Land Trust	<input type="checkbox"/> Special Committee:

Please provide the following personal information. Please Print.

Restrictions: If you prefer not to be contacted at specific locations or times, please specify.

Name: Ryan Sylvestre

Home Phone: 401-678-0112

Address: 19 Barnes St Greenville, RI

Cell Phone:

E-Mail and/or
FAX: Ryan.m.sylvestre@gmail.com

Specify Restrictions:

Are you a registered voter in the Town of Smithfield?

Yes No

Please provide information relating to your professional background.

Current Employer: Santander Bank

Occupation: Strategy and Portfolio Management

Address: 95 Amaral St East Providence, RI

Phone:

Please indicate your reason(s) for seeking appointment to the above board(s) or committee(s). Use separate sheet if necessary. If you have a current resume, please attach a copy.

I enjoy the outdoors in Smithfield and would like to help keep the town outdoor spaces clean and relevant.

Are there any days or times of day that you would be

unable to attend meetings? If yes, please explain. During the work week is tough, not impossible Yes No

(Signature of Applicant)

(Date)

Please Return to: Town of Smithfield
Randy R. Rossi, Town Manager
64 Farnum Pike
Smithfield, RI 02917

Phone: (401) 233-1000
FAX: (401) 233-1080
e-mail: rrossi@smithfieldri.com

RYAN SYLVESTRE

Smithfield, RI | 401.678.0112 | ryan.m.sylvestre@gmail.com

FINANCE/ANALYTICS

Accomplished and results-driven Financial and Analytics professional with 11 years of transferable broad-based experience in financial banking, analytics and risk/project management. **Excels in resolving challenges** with innovative solutions and building out system and process improvements. Organized and able to meet strict deadlines while maintaining accuracy, customer satisfaction, and improving the bottom line. **Provides strong team leadership** and takes ownership of all aspects of projects. Recognized adaptability in high-pressured, fast-paced environments.

CORE COMPETENCIES AND SKILLS

- FP&A
- Organizational Skills
- Data Analytics
- Time Management
- Profit & Loss
- Project Management
- Customer Service
- Risk Management
- Problem Resolution

PROFESSIONAL EXPERIENCE

Santander Bank | East Providence, RI

Associate, Portfolio Management and Oversight (7/22-Present)

09/2020 – Present

- Helping teams to create, develop and measure successful strategies and processes
- Work with shareholders to ensure a coherent story is told with reporting and without gaps
- Developing standards and policies to align with Bank and Group ideals
- Sourcing data using SQL and creating reporting in Tableau and Excel

Senior Analyst, Analytics (9/20-7/22)

- Developed data management structure to enable accurate and complete reporting
- Developed multiple new processes and streamlined old process to ensure complete data
- Oversee all financial and analytical data for Workout department (~\$400MM in Assets)
- Developed more accurate forecasting and budgeting practices
- Oversee other team member on day to day and provide trainings
- Act as SME for all things finance, analytics or process related

eMoney Advisor | Providence, RI

08/2018 – 04/2020

Performance Measurement Analyst

- Analyzed and validated daily and monthly Performance Measurement returns through outlier and inlier analysis
- Researched corporate actions and their impact on rate-of-return calculations
- Collaborated with other departments to resolve any performance issues (pricing, logic)
- Developed procedures to ensure compliance of performance reporting service level agreements
- Define new application features and enhancements, improving performance measurement analysis

Citizens Financial Group | Providence, RI

07/2017 – 07/2018

Senior Financial Analyst

- Created forecast plans for the Technology Services partners and general FP&A responsibilities
- Completed month end deliverables and manage future data for the P&L
- Assisted with business cases and maintain monthly internal resource balancing
- Streamlined multiple processes including the monthly internal resource balancing and Apptio processing

Bank of America | Providence, RI

09/2016 – 07/2017

Financial Analyst (contract hire)

- Approved a multitude of product expenditures; assisted various departments in attaining Fixed Assets knowledge
- Aided global sites with their monthly depreciation activity and reporting
- Facilitated the implementation of new systems
- Created procedures and static spreadsheets around the tracking of questions to the department

Citizens Financial Group | Providence, RI

12/2014 – 07/2016

Risk Manager/Collections and Recovery (2015 – 2016)

- Identified and corrected gaps in processes and procedures
- Oversaw emerging issues to ensure they were corrected and closed timely
- Educated business lines on importance of individual Operations Risk Management
- Became expert on Reg Z and Reg AB

RYAN SYLVESTRE

ryan.m.sylvestre@gmail.com

PAGE 2

Senior Financial Analyst (2014 – 2015)

- Developed new and streamlined existing processes to increase efficiency of obtaining, retaining, and reporting financial data
- Assisted in reporting and analyzing financial data, as well as forecasting future progress for management
- Proficient in the legal and financial documentation review in relation to SCRA benefits for military members
- Assessed customer accounts and calculated restitution that was owed for missed benefits
- Interviewed, hired, and trained new employees on role responsibilities and procedures
- Helped create and modify procedures for live Pre check/Post check process and Restitution process

Fresenius Medical Company | Providence, RI

09/2013 – 12/2014

Patient Intake Coordinator

- Developed a new intake form to streamline the phone intake process for four admissions offices
- Focused highly on conditional formatting, double v look-ups and pivot tables
- Developed a database of clinics and created v look-ups to easily sort them
- Created a searchable database for all clinics and processes in the company

Randstad Temporary Service | Providence, RI

09/2012 – 09/2013

Linear Title and Closing – Legal Assistant

- Drafted multiple legal documents for homeowner refinance process

Andera Inc. - IT

- Performed various types of IT and procedural audits

New York Life | Providence, RI

12/2010 – 06/2012

Financial Services Representative

- Developed client investment plans based on their risk aversion, personal finances, and future plans
- Utilized multiple marketing and teaching strategies to educate potential clients

EDUCATION/PERSONAL & TECHNICAL SKILLS

Bachelor of Science in Business Administration

Bryant University | Smithfield, RI

Finance with Minor in Legal Studies and Psychology

Microsoft Excel (highly advanced)/Word/PowerPoint/Access | Salesforce | SAP | Essbase | MS Project | SQL
| Tableau | GAAP | Microsoft SQL Server | Vizio

Completed multiple Ironman 70.3 challenges

Recommended Motion:

That the Smithfield Town Council hereby appoints Catherine Lynn to the Planning Board for a term expiring in May of 2026.



TOWN OF SMITHFIELD
Office of the Town Manager

Application Form
Boards, Committees, Commissions
and Appointed Positions

Please check which of the following are of interest to you.

<input type="checkbox"/> Affordable Housing Advisory Board	<input type="checkbox"/> Financial Review	<input checked="" type="checkbox"/> Planning Board
<input type="checkbox"/> Board of Assessment Review	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Sewer Authority
<input type="checkbox"/> Board of Canvassers	<input type="checkbox"/> Housing Authority	<input type="checkbox"/> Water Supply Board Advisory Commission
<input type="checkbox"/> Conservation Commission	<input type="checkbox"/> Juvenile Hearing Board	<input type="checkbox"/> Zoning Board of Review
<input type="checkbox"/> Economic Development Commission	<input type="checkbox"/> Land Trust	<input type="checkbox"/> Special Committee:

Please provide the following personal information. Please Print.

Restrictions: If you prefer not to be contacted at specific locations or times, please specify.

Name: Catherine Lynn	Home Phone: 233-1625
Address: 24 Intervale Road Smithfield 02917	Cell Phone: 699-1221
	E-Mail and/or FAX: acjpuleo@aol.com

Specify Restrictions: NONE

Are you a registered voter in the Town of Smithfield? Yes No

Please provide information relating to your professional background.

Current Employer: retired from	Occupation: retired healthcare management.
Address: RI Health Department 3 Capitol Hill Providence	Phone: Masters Degree

Please indicate your reason(s) for seeking appointment to the above board(s) or committee(s). Use separate sheet if necessary. If you have a current resume, please attach a copy.

(please see e-mail letter addressed to Randy Rossi.)

Previously served 13 years on Planning Board. Familiar with Comprehensive Plan and can now offer Historic Preservation experience to Boards

Are there any days or times of day that you would be unable to attend meetings? If yes, please explain. Yes No

(Signature of Applicant) Catherine Lynn

(Date) January 8, 2023

Please Return to: Town of Smithfield
Randy R. Rossi, Town Manager
64 Farnum Pike
Smithfield, RI 02917

Phone: (401) 233-1000
FAX: (401) 233-1080
e-mail: rossi@smithfieldri.com

From: acjpuleo@aol.com <acjpuleo@aol.com>
Sent: Sunday, January 8, 2023 11:57 AM
To: Randy Rossi <rrossi@smithfieldri.com>
Subject: [EXTERNAL] Planning Board Application

January 8, 2023

Randy R. Rossi
Town Manager
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Dear Mr. Rossi:

I would like to apply for the current vacant seat on the Planning Board. I will drop off the Board application form in the the Town Hall drop box later on

today. Having previously served thirteen consecutive years on the Planning Board, I am well aware of the duties and time commitment such an appointment requires. I have a good attendance record at meetings, always come prepared and make site visits to the proposed projects prior to the meetings. My acute sense of detail has benefited the Board on numerous occasions in the past.

For 29 years I worked at the RI Health Department in the area of healthcare licensing and the enforcement of State & Federal regulations. In this capacity I wrote regulations, conducted architectural plan reviews, and conducted on site visits during construction. I had oversight of the renovations and expansions involving hospitals and other types of healthcare facilities. Recently I offered my expertise in this area to the interior design of the East Smithfield Neighborhood Center.

It would be my privilege to serve once again on the Planning Board if the Town Council so desires. I will strive to ensure that all developments meet the highest standards and don't negatively affect the town's residents quality of life.

Sincerely,
Catherine Lynn



memorandum

DATE: June 20, 2023

TO: Smithfield Town Council

FROM: Christopher Celeste, Tax Assessor

RE: Tax Stabilization Agreement (“TSA”) for Bay Crane Northeast, LLC (“Bay Crane”)

Bay Crane has requested a Tax Stabilization Agreement (the “Agreement”) with the Town of Smithfield (the “Town”) in accordance with Article VI of Chapter 321 of the Town Code of Ordinances, as amended (“Article VI”). The details of the Agreement include that Bay Crane:

- Brought more than twenty-four million dollars (\$24,000,000) worth of additional equipment to the Smithfield facility in the form of fifteen (15) cranes and two (2) forklifts.
- Increased their employee roster by thirty (30) employees, bringing their total employee count from sixty-six (66) at the end of calendar year 2021 to ninety-six (96) at the end of calendar year 2022.
- Submitted the required application, which includes the backup for the aforementioned equipment and employee increases, as well as a letter of good standing from the Secretary of State.
- All outstanding taxes and fees are paid, as required by Article VI.

Bay Crane acquired this large amount of new equipment for the Smithfield facility based on the expectation of a tax stabilization agreement to phase in the tax burden over time. This Agreement is beneficial to both the Town and Bay Crane as it incentivizes Bay Crane to maintain operations in the Town of Smithfield and requires minimum payments to the Town for five (5) years totaling \$3,175,530. It also stipulates that Bay Crane will provide free crane usage to the Town during the term of the Agreement, as well as giving preference to Smithfield residents for any future hiring.

The Agreement sets a minimum tax payment for each year during the term of the Agreement. If Bay Crane removes equipment, the payment will remain at the minimum per the table in Exhibit A of the Agreement. If Bay Crane were to acquire new equipment with a net increase in assessed value, the payment will be based on the new, higher assessment at the TSA rate percentage from the Exhibit A table. For example, on year three, the base tax is \$682,506. The tax amount can NOT be lower than this amount for that year. If they were to increase their assets, the tax would be calculated as the total depreciated assessment times the then tax rate and times 55%, which is the TSA rate for that year. In this case, the tax amount would be greater than the \$682,506 minimum base tax for year three.

To further illustrate the benefits of the Agreement, the table below details the tax amounts per the proposed Agreement, along with the actual tax amounts paid by Bay Crane for the prior three years.

Fiscal Year	Depreciated Assessment	Assessment (% Chg)	Tax Payment	Tax Payment (% Chg)
2021 actual	\$1,844,050		\$110,164	
2022 actual	1,647,780	-11%	98,438	-11%
2023 actual	1,605,830	-3%	95,932	-3%
2024 proposed	24,749,790	1441%	369,638	285%
2025 proposed	23,359,460	-6%	558,198	51%
2026 proposed	20,772,030	-11%	682,507	22%
2027 proposed	18,261,610	-12%	763,664	12%
2028 proposed	15,784,540	-14%	801,523	5%

The proposed payments per the Agreement increase significantly over prior years, even while being discounted. The Agreement guarantees a total of \$3,175,530 in tax revenue over the five-year term, which is an average of \$635,106 per year. Without the Agreement in place, these anticipated tax payments would not be guaranteed, as personal property can easily be sold or moved to another location outside the Town. Therefore, the Agreement will stabilize the payments so the Town can utilize the additional property investment values and the minimum tax revenue while providing Bay Crane some tax relief which can be used to expand their facility and presence in the Town of Smithfield.

The application has been approved by all required administrative personnel of the Town. On May 16, 2023, the Town Council referred said application to the Budget and Financial Review Board (the “BFRB”) in accordance with Article VI. On June 8, 2023, the BFRB voted for a positive advisory recommendation to the Town Council to approve the Bay Crane Tax Stabilization Agreement. On June 20, 2023, the Town Council voted to schedule a Public Hearing on July 11, 2023.

A question and answer sheet is attached, along with a copy of Article VI, a copy of the public notice, Bay Crane’s application packet, and the proposed Agreement.

It is our request that the Town Council authorize the Town to enter into the Agreement with Bay Crane.

MOTION:

That the Smithfield Town Council hereby authorizes the Town of Smithfield to enter into the Tax Stabilization Agreement with Bay Crane Northeast, LLC.

(Attachments)

Questions and Responses

What type of company is Bay Crane and what is a summary of their business?

Bay Crane is a crane rental and specialized transportation company. They provide a range of services related to heavy lifting, rigging, and transportation of oversized equipment and machinery. With their fleet of cranes and other specialized equipment, Bay Crane caters to various industries, including construction, energy, infrastructure, and industrial projects. Their services are often utilized for tasks such as erecting and dismantling structures, moving heavy machinery, and supporting large-scale construction projects. Bay Crane focuses on delivering efficient and reliable solutions to meet their clients' lifting and transportation needs.

Why is this Agreement important to Bay Crane?

To stabilize their tax payments to the Town with their decision to significantly increase investment in personal property being transferred and located in Smithfield. As of December 31, 2022, Bay Crane has increased the personal property value by 1400%.

If the agreement is not approved, won't the Town gain additional tax revenue?

If this Agreement is not approved, the Town will tax Bay Crane's personal property at the current tax rate for \$24M of assessed value. This situation will result in a larger tax liability for Bay Crane, but due to the statutory levy cap, this will not increase revenue, but will decrease tax rates for real property. However, while Bay Crane will be responsible for the increased tax payments for FY2024, they may choose to relocate some or all the current equipment to another corporate location. Both their Massachusetts and Connecticut locations have personal property tax rates significantly less than Smithfield. This decision would reduce the Town's assessment which would result in a significant alteration of the Town's tangible levy value and subsequent increased tax rates and payments for both commercial and residential property.

What happens if Bay Crane reduces their personal property value from \$24 million while under the Agreement?

The Agreement requires that the Company will be responsible for a minimum tax payment per the table in Exhibit A, which over the five-year term of the Agreement is equal to \$3,175,530. Therefore, the tax payments to the Town will not be reduced any lower than the minimum payments as outlined in the Agreement. Alternatively, if Bay Crane were to increase the net assessment of their equipment in Town, the tax payment will be increased accordingly.

If the Agreement is approved and Bay Crane either closes or transfers their operation to another location, how will this affect Town's financial status?

The Agreement includes language regarding maintaining operations in Town. If Bay Crane were to cease operations or relocate outside of Town, they would be responsible to pay back any tax relief they received thus far into the term. These amounts are included in Exhibit A of the Agreement.

Is Bay Crane a reputable and stable company? What is the current relationship with the Town?

Bay Crane has been operating in Town since 2013 and have remained in good standing. Bay Crane has previously assisted the Town by installing lights at Whipple field, the football field and the Pleasant View Basketball Court. They also provided and delivered conex boxes to multiple Town facilities.

ARTICLE VI

**Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property
[Adopted 3-15-2022 by Ord. No. 2022-04]**

§ 321-17. Purpose.

This article is adopted pursuant to the authority in R.I. Gen. Laws § 44-3-9.11 for the purpose of establishing requirements and procedures by which the Town Council may enter into agreements with property owners to exempt or stabilize taxes on real or personal property used for manufacturing or commercial purposes, in order to encourage economic development, expansion, redevelopment and/or rehabilitation of existing manufacturing, industrial and commercial buildings as well as the new development of manufacturing, industrial and commercial buildings or structures on appropriately zoned land.

§ 321-18. Definitions.

As used in this article, the following words or phrases shall have the following meaning:

COMMERCIAL PROPERTY — Any structure or facility, or other real or personal property, used primarily for offices or commercial enterprises.

MANUFACTURING PROPERTY — Any structure or facility, or other real or personal property, used in the process of working raw materials into wares suitable for use or that gives new shapes, new quality or new combinations to matter that already has gone through some artificial process by the use of machinery, tools, appliances, and other similar equipment, and any structure or facility used for distribution, warehousing, or storage of goods.

§ 321-19. Authority.

Upon application, and after advertisement and public hearing, the Town Council may enter into an agreement with the owner of commercial or manufacturing property located in the Town, or proposed to be located in the Town, to exempt from payment of municipal property tax, in whole or part, or to determine a stabilized amount of taxes on, commercial or manufacturing property for a period not to exceed 10 years, subject to the requirements of this article.

§ 321-20. Application procedure for stabilization.

The application procedure shall proceed as follows:

- A. Owners of commercial or manufacturing property eligible to apply for tax exemption or stabilization under this article shall file an application for tax relief with the Town Clerk, on a form provided for that purpose and which shall include:
 - (1) The nature of the building, alterations and/or improvements to be made;
 - (2) The nature and extent of any proposed job creation; and
 - (3) A certification by the applicant that the application meets the eligibility requirements of this article.
- B. The application shall be submitted to the Town Council at its next regularly scheduled meeting. The Town Council shall then refer said application to the Budget and Financial Review Board for an advisory recommendation. The Budget and Financial Review Board shall review and provide

recommendation to the Town Council within 30 days of receipt of the application from the Town Council. Upon receipt of the recommendation of the Budget and Financial Review Board, the Town Council shall vote to advertise the application 14 days before the date of the scheduled public hearing. The advertisement shall state that the application has been received, the name and address of the applicant, the date, time and location of the public hearing, and that a copy of the application may be reviewed at the Town Clerk's office during regular business hours.

§ 321-21. Findings required.

The Town Council may enter into an agreement to exempt property from taxation in whole or part, or to stabilize taxes on property, only if it finds that:

- A. Granting of the exemption or stabilization will inure to the benefit of the Town by reason of:
 - (1) The willingness of the manufacturer or commercial firm or concern to locate in the Town; or
 - (2) The willingness of a manufacturing or commercial firm or concern to expand facilities with an increase in employment.
- B. Granting of the exemption or stabilization of taxes will inure to the benefit of the Town by reason of the willingness of a manufacturing or commercial firm or concern to replace, reconstruct, expand, or remodel existing buildings, facilities, fixtures, machinery, or equipment with modern buildings, facilities, fixtures, machinery, or equipment, resulting in an increase in plant or commercial building investment by the firm or concern in the Town of not less than \$2,000,000 in real property and/or tangible improvements, excluding the purchase price of any real property.

§ 321-22. Effect of agreement.

Except as provided in § 321-23, property for which taxes have been exempted in whole or part or stabilized pursuant to this article shall not, during the period for which taxes have been exempted or stabilized, be further liable to taxation by the Town so long as the property is used for the manufacturing or commercial purpose for which the exemption or stabilization was granted. Additionally:

- A. Any applicant for tax agreement pursuant to this article must be current on all tax, user fees and any other payments owed to the Town and otherwise be in good standing to operate as a business in the State of Rhode Island at the time the application for a tax agreement is filed with the Town Clerk.
- B. Any agreement made under the provisions of this article shall be considered null and void, and of no further force and effect, and shall cause any and all taxes exempted under the agreement to become immediately due and payable, due to:
 - (1) A change in use, such that the property is no longer used solely for the manufacturing or commercial purpose for which the exemption or stabilization was granted;
 - (2) Nonpayment or late payment of taxes due under this article if such nonpayment or late payment is not cured within 60 days of any such delinquency; provided however, that the taxpayer may petition the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any nonpayment or late payment. In addition, all authority granted to the Town in the General Laws to sell property at tax sale shall remain in full force and effect during the period of any tax agreement;
 - (3) Nonpayment or late payment of any municipal fees if such nonpayment or late payment is not cured within 60 days of any such delinquency; provided however, that the taxpayer may petition

the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any nonpayment or late payment; or

(4) Violations of any local building code and/or zoning ordinance during or after construction and/or relocation that is not cured within 60 days of notice of violation; provided however, that the taxpayer may petition the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any local violations.

C. The benefits of a tax agreement obtained pursuant to this article, upon Town Council approval, shall be transferable to property owners and tenants, as long as the property is used solely for the manufacturing or commercial purpose for which the agreement was granted; however, the duration of the agreement period shall not be extended.

D. A business receiving tax relief under this section that replaces or adds employees working at the property which is subject to an agreement, agrees that among applicants it deems, in its sole discretion, to be equally qualified, it will give hiring preference to residents of the Town of Smithfield.

§ 321-23. Extent of exemption or stabilization.

Notwithstanding any vote of, or findings by the Town Council, the property shall be assessed for and shall pay that portion of the tax, if any, assessed by the Town for the purpose of paying the indebtedness of the Town and the indebtedness of the state or any political subdivision to the extent assessed upon or apportioned to the Town, and the interest thereon, and for appropriation to any sinking fund of the Town, which portion of the tax shall be paid in full, and the taxes so assessed and collected shall be kept in a separate account and used only for that purpose.

§ 321-24. Effective date of agreement.

Construction shall be complete and the business shall be fully operational as of December 31 to qualify for relief on the subsequent tax bill. Application is due to the Assessor no later than January 31 following the December 31 on which the business begins operation and the agreement has been approved by the Town Council. An agreement for exemption or stabilization of taxes made pursuant to this article shall take effect on the first tax bill following the approval of the application.

§ 321-25. Annual certification.

The Tax Assessor shall on annual basis perform a review of all existing tax stabilization agreements to ensure compliance with the terms and conditions of the agreement as well as the provisions of this article and file an annual report with the Town Council regarding the same.

§ 321-26. Severability.

If any one section of this article is found to be unenforceable, then the other provisions herein shall continue to have the same force and effect as if the unenforceable provision were not passed as part of this article.

TOWN OF SMITHFIELD

NOTICE OF PUBLIC HEARING

Town Council to consider a proposed tax stabilization agreement.

Notice is hereby given that a Public Hearing will be convened in the Council Chambers, Town Hall, Smithfield, RI, on Tuesday, July 11, 2023, at 7:00 p.m. to consider the following:

Proposed Tax Stabilization Agreement between the Town of Smithfield and Bay Crane Northeast, LLC.

The Town of Smithfield has received an application for a tax stabilization agreement from Bay Crane Northeast, LLC., 115 Lydia Ann Rd, Smithfield, RI.

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.

To view the application and proposed agreement, please visit the office of the Smithfield Town Clerk during normal business hours (8:30 a.m. to 4:30 p.m.) or visit the Town's website at SmithfieldRI.gov. The Agreement will be available for review beginning June 22, 2023.

By order of the Town Council:

Lyn Antonuccio, CMC
Town Clerk



TOWN OF SMITHFIELD, RHODE ISLAND APPLICATION FOR TAX STABILIZATION

Note: This application for tax stabilization is subject to review as described under the requirements of Article VI in Chapter 321 of the Smithfield Code of Ordinances, as amended.

File with the Town Clerk, Town Hall, 64 Farnum Pike, Smithfield, RI 02917

- Applicant Name Bay Crane Northeast, LLC Applicant Address 115 Lydia Ann Rd.
City Smithfield State RI Zip 02917 Tel. 401-349-2755 email joan@baycrane.com
- Owner Name Kenneth Bernardo Owner Address 1102 43rd Ave.
City Long Island City State NY Zip 11101 Tel. 718-392-0800 email _____
- Address of Property 115 Lydia Ann Rd. Map, Lot, Parcel(s) of Property AP 45, LOT 26
- Attach a detailed description of any proposed renovations or expansion of the existing facility, roster of employees and positions to be added to the existing workforce and identify and list any new equipment to be added to the facility along with the value of the equipment attached
- Status of any Planning Board or Zoning Board approvals N/A
- Attach Certificate of Good Standing from the Secretary of State attached
- Applicant's Signature and Certification

I hereby certify that the application meets the eligibility requirements of Article VI in Chapter 321 of the Smithfield Code of Ordinances.

Applicant Signature [Signature] Date 4-19-23
 State of Rhode Island County of Providence
 Signed before me on 4/19/23 (date) by Joshua Wilbur (name(s) of individual(s)).
 Signature of Notary Public David M. Rodriguez Notary ID 768986 My Commission Expires 6/29/26
Notary Public 002026
My Commission Expires 06/29/26

The information below is to be filled out by town staff only

I. CERTIFICATION OF CURRENT TAXES AND FEES
 All taxes and fees are current [Signature] Date 4/24/23
 Tax Collector
 Outstanding taxes and/or fees are as follows 4th Quarter Due June 30th \$24,719.42

II. PRE APPLICATION PROPERTY VALUE
 Pre application values: Land N/A Building N/A Personal Property \$1,605,830
 I certify that the above pre application value is accurate and reflects the true value of the property based upon currently accepted assessment practices in the Town of Smithfield.
 Town Assessor [Signature] Date 4-24-23

III. TAXABLE VALUE DETERMINATION
 Estimated value of the proposed real property improvements N/A
 Estimated value of the proposed additional personal property \$24,749,820
 I hereby certify that the above estimated taxable value, as it relates to the proposed improvements, is accurate, and that the applicant meets the eligibility requirements of Article VI in Chapter 321 of the Smithfield Code of Ordinances.
 Application eligible to proceed under this program [Signature] Date 4-24-23
 Town Assessor
 Application ineligible to proceed, for the following reason(s) _____

Bay Crane Northeast, LLC
New assets as of 12-31-2022

Make	Model	Description	Value
Magni	RTH8.25	8.5 Ton Forklift	\$ 290,000.00
Magni	RTH8.25	8.5 Ton Forklift	398,437.50
Liebherr	LTC1050	50 Ton Hydraulic Crane	711,450.00
Liebherr	LTM1055	65 Ton Hydraulic Crane	348,850.00
Liebherr	LTM1055	65 Ton Hydraulic Crane	727,500.00
Liebherr	LTM1090 - 4.2	110 Ton Hydraulic Crane	765,169.00
Liebherr	LTM1090 - 4.2	110 Ton Hydraulic Crane	1,075,860.00
Liebherr	LTM1110	125 Ton Hydraulic Crane	1,215,620.50
Liebherr	LTM1110	125 Ton Hydraulic Crane	1,215,850.00
Liebherr	LTM1160	180 Ton Hydraulic Crane	1,522,050.00
Liebherr	LTM1160	180 Ton Hydraulic Crane	1,520,980.00
Liebherr	LTM1230	275 Ton Hydraulic Crane	1,702,485.00
Liebherr	LTM1250	300 Ton Hydraulic Crane	1,780,590.00
Liebherr	LTM1250	300 Ton Hydraulic Crane	1,760,000.00
Liebherr	LTM1300	350 Ton Hydraulic Crane	1,610,000.00
Liebherr	LTM1450	550 Ton Hydraulic Crane	2,610,000.00
Liebherr	LTM1650	770 Ton Hydraulic Crane	5,190,412.50
TOTAL ADDITIONAL ASSETS			\$ 24,445,254.50

Bay Crane Northeast, LLC
Employee Roster as of 12-31-2021

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2WP	Glennon, Michael P	2WP000445	06/14/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Marinosci, Rudolph A	2WP000232	11/15/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	McQuown, John E	2WP000234	07/08/2019	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Misuta, Jacob A	2WP000525	11/01/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Norton, Patrick R	2WP000238	12/21/2017	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Palmer, Duncan G	2WP000420	04/26/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Thornhill, Michael M	2WP000249	07/17/2018	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Adamczyk, Ariel D	2X0000199	10/21/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Bellavance, Adam R	2X0000449	06/21/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Blais, Alexandra C	2X0000338	02/13/2012	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Breen, Robert M	2X0000200	12/07/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Buebendorf, Ryan W	2X0000201	06/27/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Burke, Brian	2X0000415	04/16/2021	Yes	000400-Sales	S-Salary	USD
2X0	Chaves, James A	2X0000203	06/28/2010	Yes	000400-Sales	H-Hourly	USD
2X0	Conway, William E	2X0000204	09/22/2017	Yes	000350-Field - OE	H-Hourly	USD
2X0	Coulombe, Zachary A	2X0000205	10/12/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Criasia, Matthew G	2X0000206	07/20/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000208	01/06/2017	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000207	09/21/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delucia, Alex J	2X0000344	12/30/2019	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Dempsey, Andrew T	2X0000345	08/07/2017	Yes	000400-Sales	S-Salary	USD
2X0	Dempsey, Tyler S	2X0000209	07/14/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Denis, Christopher	2X0000210	06/20/2011	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dexter, Kiel G	2X0000211	08/03/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Diko, Matthew W	2X0000212	09/23/2013	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dufficy, Mark D	2X0000213	02/15/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Fish, Michael H	2X0000214	04/04/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Flaherty, Sean F	2X0000215	12/13/2016	Yes	000350-Field - OE	H-Hourly	USD
2X0	Garriepy, Joseph P	2X0000216	06/28/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Giguere, Alexander	2X0000552	12/28/2021	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Golden, James	2X0000511	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Gordon, Bradley	2X0000406	04/05/2021	Yes	000400-Sales	S-Salary	USD
2X0	Hanson, Todd A	2X0000217	09/19/2011	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Hassett., Mark J	2X0000218	11/23/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Healy, Brendan	2X0000503	09/22/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Ireland, Frank B	2X0000221	09/23/2011	Yes	000400-Sales	H-Hourly	USD
2X0	Ireland, Shawn M	2X0000222	11/02/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Jandruie, Matthew D	2X0000223	08/13/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Johnson, Aaron P	2X0000224	06/25/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Kreidler., Joseph A	2X0000225	06/29/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lacourse, Keith P	2X0000388	02/19/2021	Yes	000390-Field - Shop	S-Salary	USD
2X0	Latterell, Clinton R	2X0000226	02/15/2019	Yes	000360-Field - Riggers	H-Hourly	USD
2X0	Lopes, Ryan S	2X0000230	07/20/2020	Yes	000390-Field - Shop	H-Hourly	USD
2X0	McSweeney, Dennis R	2X0000235	10/15/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Meehan, Kevin	2X0000462	07/16/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Millette, Sean J	2X0000236	06/25/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Mitchell, Joan	2X0000369	07/12/2010	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Mullis III, Paul John	2X0000441	06/07/2021	Yes	000350-Field - OE	H-Hourly	USD

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2X0	Murphy, William J	2X0000497	09/09/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Nasuti, Noah T	2X0000370	12/16/2019	Yes	000310-Operations - Administrative	H-Hourly	USD
2X0	O'Neill, Jason R	2X0000239	06/23/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	O'Neill, John J	2X0000240	06/23/2010	Yes	000340-Field - Management	H-Hourly	USD
2X0	O'Neill, Patrick T	2X0000241	10/04/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Palardy, Timothy D	2X0000371	09/28/2015	Yes	000400-Sales	S-Salary	USD
2X0	Peloquin, David A	2X0000372	08/03/2015	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Poirier, Joseph A	2X0000244	01/11/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Primmer, Joshua E	2X0000375	01/05/2015	Yes	000330-Operations - Engineering	S-Salary	USD
2X0	Rao, Spencer A	2X0000245	03/12/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Sousa, Daniel J	2X0000246	05/08/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Spencer, William E	2X0000247	04/06/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Sullivan, Kimberly M	2X0000381	07/13/2020	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Tetreault, Wayne F	2X0000248	05/17/2012	Yes	000350-Field - OE	H-Hourly	USD
2X0	Thibault, Gregory	2X0000510	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Whitfield, Thomas J	2X0000251	08/23/2010	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Wilbur, Joshua R	2X0000386	06/21/2010	Yes	000320-Operations - Management	S-Salary	USD
2X0	Wilbur, Milton	2X0000253	06/22/2010	Yes	000390-Field - Shop	H-Hourly	USD
Report Totals:	Count Of Employees In Report:66						

Bay Crane Northeast, LLC
Employee Roster as of 12-31-2022

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2WP	Glennon, Michael P	2WP000445	06/14/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Marinosci, Ronald J	2WP000231	08/05/2012	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Marinosci, Rudolph A	2WP000232	11/15/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	McQuown, John E	2WP000234	07/08/2019	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Misuta, Jacob A	2WP000525	11/01/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Norton, Patrick R	2WP000238	12/21/2017	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Thornhill, Michael M	2WP000249	07/17/2018	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Adamczyk, Ariel D	2X0000199	10/21/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Bellavance, Adam R	2X0000449	06/21/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Blais, Alexandra C	2X0000338	02/13/2012	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Breen, Robert M	2X0000200	12/07/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Buebendorf, Ryan W	2X0000201	06/27/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Caron, Jonathan Micheal	2X0000775	12/28/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Cefail, Steven	2X0000652	06/18/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Chaves, James A	2X0000203	06/28/2010	Yes	000400-Sales	H-Hourly	USD
2X0	Clarke, Christopher	2X0000630	06/01/2022	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Colucci, Ryan	2X0000742	10/24/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Conway, William E	2X0000204	09/22/2017	Yes	000350-Field - OE	H-Hourly	USD
2X0	Coulombe, Zachary A	2X0000205	10/12/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Criasia, Matthew G	2X0000206	07/20/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Davis, Harrison	2X0000594	04/05/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000208	01/06/2017	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000207	09/21/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delucia, Alex J	2X0000344	12/30/2019	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Dempsey, Andrew T	2X0000345	08/07/2017	Yes	000400-Sales	S-Salary	USD
2X0	Dempsey, Tyler S	2X0000209	07/14/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Denis, Christopher	2X0000210	06/20/2011	Yes	000350-Field - OE	H-Hourly	USD
2X0	Diko, Matthew W	2X0000212	09/23/2013	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dube, Eric W	2X0000621	05/10/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Ducharme Jr., Ronnie Alfred	2X0000744	10/26/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dufficy, Mark D	2X0000213	02/15/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Fehirov, Dimitrije	2X0000580	03/01/2022	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Fish, Michael H	2X0000214	04/04/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Flaherty, Sean F	2X0000215	12/13/2016	Yes	000350-Field - OE	H-Hourly	USD
2X0	Garriepy, Joseph P	2X0000216	06/28/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Giguere, Alexander	2X0000552	12/28/2021	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Golden, James	2X0000511	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Gordon, Bradley	2X0000406	04/05/2021	Yes	000400-Sales	S-Salary	USD
2X0	Haen, Doug T	2X0000682	08/12/2022	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Hanson, Todd A	2X0000217	09/19/2011	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Hassett., Mark J	2X0000218	11/23/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Haynes, Paul J	2X0000219	06/12/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Healy, Brendan	2X0000503	09/22/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Henriquez Escobar, Edwin Abel	2X0000553	01/05/2022	Yes	000360-Field - Riggers	H-Hourly	USD
2X0	Howard, Robert	2X0000694	09/06/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Hughes, Aleksandr Zhenya	2X0000610	05/09/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Ireland, Frank B	2X0000221	09/23/2011	Yes	000400-Sales	H-Hourly	USD
2X0	Ireland, Shawn M	2X0000222	11/02/2020	Yes	000350-Field - OE	H-Hourly	USD

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2X0	Jandruel, Matthew D	2X0000223	08/13/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Jean, Manuel	2X0000566	01/24/2022	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Johnson, Aaron P	2X0000224	06/25/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Kreidler., Joseph A	2X0000225	06/29/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lacourse, Keith P	2X0000388	02/19/2021	Yes	000390-Field - Shop	S-Salary	USD
2X0	Latterell, Clinton R	2X0000226	02/15/2019	Yes	000360-Field - Riggers	H-Hourly	USD
2X0	Latterell, Earl J	2X0000364	07/16/2018	Yes	000400-Sales	H-Hourly	USD
2X0	Lawrence, Steven D	2X0000228	06/23/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lockhart, George F	2X0000493	09/09/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lopes, Ryan S	2X0000230	07/20/2020	Yes	000390-Field - Shop	H-Hourly	USD
2X0	McCoin, Brian	2X0000564	01/20/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	McDevitt, Shane	2X0000655	06/21/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	McSweeney, Dennis R	2X0000235	10/15/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Medeiros, Marc John	2X0000609	04/27/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Millette, Sean J	2X0000236	06/25/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Mitchell, Joan	2X0000369	07/12/2010	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Morse, Adam	2X0000577	02/28/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Mullis III, Paul John	2X0000441	06/07/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Murphy, William J	2X0000497	09/09/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Nasuti, Noah T	2X0000370	12/16/2019	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Nordby, Kristopher	2X0000763	12/08/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	O'Neill, Jason R	2X0000239	06/23/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	O'Neill, John J	2X0000240	06/23/2010	Yes	000340-Field - Management	H-Hourly	USD
2X0	O'Neill, Patrick T	2X0000241	10/04/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Palardy, Timothy D	2X0000371	09/28/2015	Yes	000400-Sales	S-Salary	USD
2X0	Parrelli, Robert W	2X0000242	04/09/2012	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Peloquin, David A	2X0000372	08/03/2015	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Peloquin, Kyle	2X0000939	11/28/2022	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Perry, Sean	2X0000573	02/23/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Poirier, Joseph A	2X0000244	01/11/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Primmer, Joshua E	2X0000375	01/05/2015	Yes	000330-Operations - Engineering	S-Salary	USD
2X0	Rao, Spencer A	2X0000245	03/12/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Rodrigues, David M	2X0000758	12/05/2022	Yes	000400-Sales	S-Salary	USD
2X0	Siniscalchi, Jared	2X0000663	07/06/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Skalubinski, Neil	2X0000768	12/15/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Sousa, Daniel J	2X0000246	05/08/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Spencer, William E	2X0000247	04/06/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Sullivan, Kimberly M	2X0000381	07/13/2020	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Techiera, Alan David	2X0000772	12/21/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Tetreault, Wayne F	2X0000248	05/17/2012	Yes	000350-Field - OE	H-Hourly	USD
2X0	Thibault, Gregory	2X0000510	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Vieira, Ariana	2X0000572	02/09/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Whitfield, Thomas J	2X0000251	08/23/2010	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Wilbur, Ian E	2X0000252	06/18/2018	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Wilbur, Joshua R	2X0000386	06/21/2010	Yes	000320-Operations - Management	S-Salary	USD
2X0	Wilbur, Leah C.	2X0000624	05/13/2022	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Wilbur, Milton	2X0000253	06/22/2010	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Wilmot, Andre	2X0000739	10/20/2022	Yes	000350-Field - OE	H-Hourly	USD

Report Totals: Count Of Employees In Report:96



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

CERTIFICATE OF GOOD STANDING

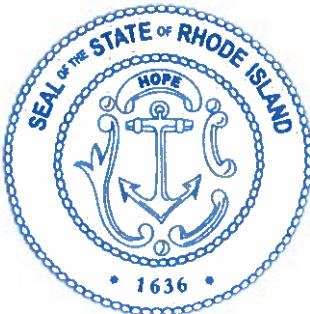
I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

Bay Crane Northeast LLC

is a Rhode Island Limited Liability Company organized on **August 11, 2010.**

I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.



SIGNED and SEALED on
September 30, 2022

Secretary of State

Certificate Number: 22090144680

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

TAX STABILIZATION AGREEMENT

This Tax Stabilization Agreement (the "Agreement") is made and entered into a of the ____ day of _____, 2023 by and between the Town of Smithfield, a Rhode Island municipal corporation (the "Town") and Bay Crane Northeast, LLC, a Rhode Island Limited Liability Company ("Bay Crane"). The Town and Bay Crane are referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Smithfield Town Council, pursuant to Chapter 321, Article VI of the Smithfield Code of Ordinances, as amended ("Article VI"), has the authority to determine a stabilized amount of taxes to be paid on account of tangible personal property in the town of Smithfield used for commercial purposes if the property owner meets certain conditions set forth in Article VI; and

WHEREAS, it is in the public interest to provide property tax incentives for owners of qualifying properties meeting the criteria of Article VI in order that there may be development or redevelopment of properties for industrial, manufacturing and commercial uses; and

WHEREAS, Bay Crane is a local Smithfield business, which has been located and operating in Smithfield since 2014; and

WHEREAS, Bay Crane wishes to increase its personal property assets in Smithfield by more than two million dollars (\$2,000,000.00), the minimum requirement in accordance with Article VI; and

WHEREAS, Bay Crane has filed the required application per Article VI, which has been approved by all required administrative personnel of the Town; and

WHEREAS, The Town has held or will hold a public hearing concerning the request for tax stabilization; and

WHEREAS, the Town, through its Town Council, has found and determined pursuant to Section 321.21 of the Town of Smithfield Ordinances that:

1. This Agreement is in the public interest; and
2. The tax benefits provided for by the Agreement are fair and equitable and acceptable to the Town and Bay Crane;

NOW THEREFORE, in consideration of the mutual agreements, understandings and obligations set forth herein, the Town and Bay Crane agree as follows:

1. During the term of this agreement, Bay Crane will continue to conduct business operations from a facility located within Smithfield.
2. During the term of this Agreement, whenever Bay Crane replaces or adds employees working at its Smithfield facility, it agrees that among applicants it deems, in its sole discretion, to be equally qualified, it will give preference to Smithfield, Rhode Island residents.
3. This Agreement covers only tangible personal property taxes for the five-year term referenced below. All other taxes imposed on Bay Crane by the Town shall not be affected by this Agreement.
4. During the term of this agreement, the Town will issue Bay Crane bills for its tangible personal property located at its facility in Smithfield based on a percentage of assessed value (the "TSA rate") for each corresponding assessment date and bill date. The TSA Rate is given in Exhibit A.
5. The base minimum personal property tax ("Base Tax") is based on current assets owned and reported by Bay Crane as of December 31, 2022. Any additional assets acquired after the commencement date of this Agreement shall be added to the assessment at the corresponding TSA rate for the assessment date after the assets are acquired or relocated to the Town. The Base Tax is given in Exhibit A. The Base Tax is intended and understood to be the minimum tax that shall be paid by Bay Crane annually. Under no circumstances shall Bay Crane pay the Town less than the Base Tax in any given year.
6. This Agreement may not be assigned by either Party without the prior written consent of both Parties.
7. This Agreement shall commence on July 1, 2023 and shall terminate on June 30, 2028.
8. This Agreement shall be subject to and construed under Article VI and the laws of the State of Rhode Island.
9. Bay Crane agrees to maintain a business in Smithfield through June 30, 2028. If Bay Crane ceases to maintain business operations in Smithfield prior to that date, Bay Crane will be responsible for remitting to the Town all of the tax benefits ("Relief") granted under this Agreement within thirty (30) days of said cessation of business operations.

10. Bay Crane agrees to provide in kind services to the Town in the form of free crane usage during the term of this Agreement. It is acknowledged that the in kind services do not include the costs associated with a crane operator, nor does this provision extend to Town projects awarded through a public bidding process.
11. Each of the Town and Bay Crane represent and warrant to the other that each Party has the full power and authority to execute and deliver the Agreement, all necessary action has been taken to enter into this Agreement, and that the persons signing this Agreement on behalf of each Party have been duly authorized to do so.
12. This Agreement shall be binding, and inure to the benefit of the Parties and their respective assigns and successors.
13. Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Agreement. The language of all parts of the Agreement will in all cases be construed as a whole in accordance with its fair meaning and shall not be construed for or against any Party hereto.
14. If any portion, term or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of the Agreement, or the application of such portion or provision in such circumstances, other than those in which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. This Agreement shall be subject to and construed under the laws of the State of Rhode Island and all disputes arising out of or related to this Agreement shall be determined by a court of competent jurisdiction within the State of Rhode Island. Bay Crane hereby agrees to submit to the jurisdiction of said courts. Notwithstanding the prior sentence of this paragraph 15, with respect to any dispute arising under this Agreement, either Party to this Agreement may request **non-binding** mediation with a mediator mutually selected by the Parties, by requesting the same in writing directed to the other Party. No mediator shall be empowered to render a binding decision and neither Party shall be required to agree to a settlement.

IN WITNESS whereof, THE Parties hereto have executed the agreement on the date set forth above.

TOWN OF SMITHFIELD

By:

Witness

T. Michael Lawton
Town Council President

BAY CRANE NORTHEAST, LLC

By:

Witness

Name: _____

Its: _____

Exhibit A

Assessment Date	Bill Date	TSA rate	Assessment	Base Tax	Market Tax	Relief
12/31/2022	July 2023	25%	\$24,749,790	\$369,638.11	\$1,478,552.45	\$1,108,914.34
12/31/2023	July 2024	40%	\$23,359,460	\$558,197.66	\$1,395,494.14	\$837,296.48
12/31/2024	July 2025	55%	\$20,772,030	\$682,506.59	\$1,240,921.07	\$558,414.48
12/31/2025	July 2026	70%	\$18,261,610	\$763,664.01	\$1,090,948.58	\$327,284.57
12/31/2026	July 2027	85%	\$15,784,540	\$801,523.16	\$942,968.42	\$141,445.26

Recommended Motion:

That the Smithfield Town Council hereby **authorizes/denies** a request for a Block Party on Kimberly Ann Drive from 12:00 p.m. to 10:00 p.m. on Saturday, July 29, 2023.

If authorized, the approval is subject to the applicant notifying the Police and Fire Department and filing a noise permit with the Police Department.

Donna Corrao

Subject: FW: [EXTERNAL] Smithfield Block Party Request

From: Nicholas Ricci <nicholasricci27@gmail.com>

Sent: Monday, June 5, 2023 2:18 PM

To: Donna Corrao <dcorrao@smithfieldri.com>

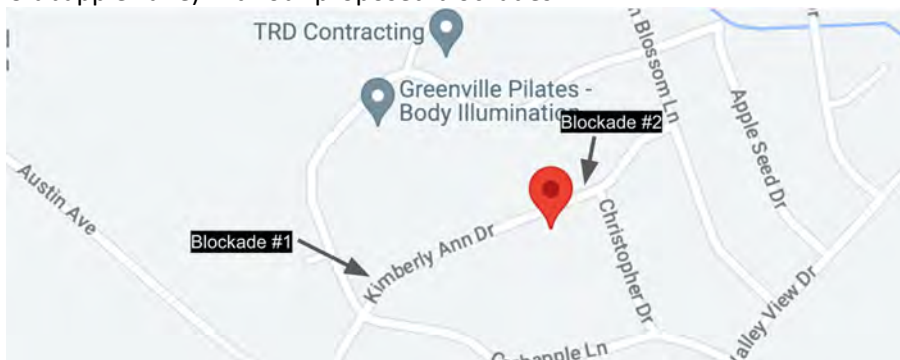
Cc: Carol Banville <cbanville@smithfieldri.com>

Subject: [EXTERNAL] Smithfield Block Party Request

Good afternoon Donna,

My name is Nicholas Ricci and I am a Smithfield resident. On behalf of our neighbors, I am inquiring about having a block party on Saturday, July 29. I reached out to Carol Banville, who is CC'd on this email, as well as the Smithfield Police Department and Smithfield Fire Department about meeting all Smithfield regulations for approval. I have spoken to our neighbors on our street, Kimberly Ann Drive, which is off of Austin Avenue, and they are very excited to be part of this event. We wanted to have a summer party for our children on our street, who spend a lot of time playing, but could all meet together for this one event!

As a former New Yorker, block parties have always been a great time for our neighborhoods. We would request to have our street partially blocked off so that we could have a safe gathering for our neighbors. These would be temporary blockades that would avoid cars coming down our part of the street during the party. Below is a map of our street, which will show there will still be access to all streets beyond Kimberly Ann Drive (via Val Jean Drive and Crabapple Lane) with our proposed blockades.



We are very conscious of keeping everybody safe and would adhere to all regulations set by the city, as well as the Police and Fire Departments. I would also fill out the noise permit, if we were going to play music. We have lots of younger children on our street, so we would not play music into the later part of the night and would bring the party to an end before the city's noise curfew.

Thank you for your time and consideration. We are hoping for approval from the Town Council for our block party.

Sincerely,
Nicholas Ricci



Memorandum

DATE: July 5, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of two (2) Pool Table Licenses for the July 11th Town Council Meeting

BACKGROUND:

The businesses listed below have filed their applications for renewal.

TOWN REVENUE:

The cost to renew a Pool Table License is \$20.00 for the first table and \$10.00 for each additional table.

APPROVAL STATUS:

All paperwork is complete for approval of renewal by the Town Council.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of two (2) Pool Table Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Portuguese American Social and Athletic Club, 40 Fenwood Avenue (two pool tables)
2. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)



memorandum

DATE: July 5, 2023

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Smithfield Lodge No. 17, Fraternal Order of Police (FOP) Collective Bargaining Agreement

The Town has successfully reached a tentative agreement with Smithfield Lodge No. 17, Fraternal Order of Police. This agreement cleans up and solidifies necessary contract language throughout the entire agreement while providing a fair agreement to both parties. It includes modifications to the healthcare plan reducing medical coverage costs to the town while increasing the employee's contribution for coverage.

Additionally, the employees will increase their contribution to the Other Post-Employment Benefits Trust over the term of the agreement and alternative revenues are generated from provide details to offset increased costs.

MOTION:

That the Smithfield Town Council hereby authorizes the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police for the term July 1, 2023 – June 30, 2026 pending final solicitor approval.

Collective Bargaining Fiscal Impact Statement 45-5-22

Smithfield Lodge No. 17
 Fraternal Order of Police
 Proposed Contract Term: 7/1/23 - 6/30/26

	FY 2024	FY 2025	FY 2026	Totals
Proposed Salary Increases				
Percentage Increase	2.00, 2.00	2.75, 2.75	2.75, 2.75	
Equilization	\$500, \$500	\$500, \$500	\$500, \$500	
Salary Increase Costs	132,243.14	178,732.10	186,172.38	
Increase in Clothing Allowance	-	10,500.00	10,500.00	
Increase in Cleaning Allowance	-	10,500.00	10,500.00	
Increase in Accreditation Bonus	9,450.00	12,600.00	14,700.00	
FICA Costs	10,839.53	16,243.41	16,973.24	
Retirement Contribution	8,754.50	11,832.06	12,324.61	
Total Cost for Salary Increases	161,287.16	240,407.57	251,170.23	652,864.96
Increase in Employee Contributions to Healthcare				
Savings from increased employee healthcare contributions	(12,800.00)	(27,200.00)	(27,600.00)	
Healthcare Savings - Change in Plan Structure	(34,126.32)	(35,832.64)	(37,624.27)	
Additional OPEB Contribution	(18,472.69)	(19,366.35)	(20,297.21)	
Revenue from Police Detail	(63,560.00)	(63,560.00)	(63,560.00)	
Personnel Day Change (Est.)	(24,840.00)	(26,224.99)	(29,714.89)	
Net (Savings) / Cost	7,488.16	68,223.60	72,373.86	148,085.62



memorandum

DATE: July 5, 2023

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Smithfield Lodge No. 17, Fraternal Order of Police (FOP) – Memorandum of Agreement

Prior to reaching the tentative agreement with the police union there were two pending grievances that were filed with the town concerning minimum manning and the call back provisions in the contract. With the successful negotiation of the new agreement with the union both items were able to be addressed in the final version of the agreement. The proposed memorandum will solidify the withdrawal of both grievances based on the ratification of the new collective bargaining agreement.

MOTION:

That the Smithfield Town Council hereby approves a memorandum of agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police pending final solicitor approval.



Memorandum

DATE: July 5, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Weapons License for High Table Outfitters, LLC d/b/a “High Table Outfitters for the July 11th Town Council Meeting

BACKGROUND:

High Table Outfitters, LLC d/b/a “High Table Outfitters”, located at 49 Cedar Swamp Road, Suite 11, has applied for a new Weapons License to repair weapons.

TOWN REVENUE:

The cost of a new Weapons License is \$5.00 per year

SUPPORTING DOCUMENTS:

Copy of license application
Copy of BCI (no record)
Copy of application for the Retail Sales Permit

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Weapons License for High Table Outfitters, LLC, d/b/a “High Table Outfitters”, located at 49 Cedar Swamp Road, Suite 11, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$5.00

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: 6/30/23

Type of License: WEAPONS Check One: New () Renewal () Transfer ()

Name of Applicant: Allen Pacheco

Date of Birth: 08/29/1974

Resident Address: 27 Balsam Ln, Smithfield

Business Address: 49 Cedar Swamp Rd Suite 11 Plat 43 Lot 017/A11

Operating Under Trade Name of: High Table Outfitters LLC

Resident Business Telephone: 401-480-1109 Telephone 401-480-1109

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: Nathan Williams Address: 175 Sage Dr. Warwick 02880 Title: member DOB 4/10/84

Name: John Menni Address: 204 Mamquid Dr. Warwick 02888 Title: member DOB 4/27/80

Name: Richard Shipper Address: 76 Unces St Warwick 02889 Title: member DOB 10/11/84

Name: Peter Lawrence Address: 12 Highview Dr Smithfield 02817 Title: Member DOB 8/25/76

Describe operation of business: Sporting good + consulting

Hours of Operation:
Mon 9-12pm Friday 12-4pm
Wed 5-8pm Saturday 8-12pm

Signature of Applicant: X [Signature] Title: X member

Applies to business establishments only:

In case of emergency/person to contact

Name: Richard Shipper Address: 175 Sage Dr. Warwick Phone: 401-339-6039

Name: Peter Lawrence Address: 12 Highview Dr. Smithfield Phone: 401-678-0815

For Official Use Only

Police Chief: X [Signature]

Fire Chief: X [Signature]

Building Official: SIGNATURE NOT REQUIRED

Owner of premises: X [Signature]

RI Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 7/11/23

the above stated application was:

() Approved () Denied

License #: _____ Date Issued: _____

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

NO Criminal Record

POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 6/30/23

1. NAME OF CANDIDATE: (PRINT)

Pacheco Allen Henry
 LAST FIRST MIDDLE

N/A
 MAIDEN NAME

08/29/1974
 2. DATE OF BIRTH

Warrick RI
 3. PLACE OF BIRTH

27 Balsam Lane Smithfield 02917
 4. CURRENT ADDRESS

High Table Outfitters LLC
 5. NAME OF BUSINESS

Federal Firearms License
 6. TYPE OF BUSINESS

49 Cedar Swamp Rd Suite 11
 7. BUSINESS ADDRESS

No
 8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-480-1109
 9. BUSINESS PHONE

401-480-1109
 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>12/1999</u>	<u>current</u>	<u>27 Balsam Ln</u>	<u>Smithfield RI</u>
<u>6/1999</u>	<u>10/1999</u>	<u>33 Dickerson Ave</u>	<u>N. Providence RI</u>

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

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

13. List below two (2) character references

- | | | |
|--------------------------------|--|---------------------|
| 1. <u>Chris Taylor</u> | <u>49 Mann School Rd Smithfield</u> | <u>401-265-9907</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Frank Simonelli, Jr.</u> | <u>11 Cherry Blossom Ln Smithfield</u> | <u>401-640-9027</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S 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: 6/30/23

1. NAME OF CANDIDATE: (PRINT)

Williams LAST Nathaniel FIRST Owen MIDDLE
N/A

MAIDEN NAME
04/10/1984

2. DATE OF BIRTH
175 Sage Dr, Warwick, RI 02886

3. PLACE OF BIRTH
Providence, RI
High Table Outfitters, LLC

4. CURRENT ADDRESS
Sporting Goods/consulting

5. NAME OF BUSINESS
49 Cedar Swamp Rd unit 11, Smithfield, RI, 02917
 7. BUSINESS ADDRESS

6. TYPE OF BUSINESS
No

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-354-2061
 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>8/1/17</u>	<u>current</u>	<u>175 Sage Drive</u>	<u>Warwick, RI 02886</u>
<u>4/10/12</u>	<u>7/30/17</u>	<u>35 Asidale Road</u>	<u>Conston, RI</u>

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

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

13. List below two (2) character references

- | | | |
|---------------------------|---|---------------------|
| 1. <u>Richard Shippie</u> | <u>76 vacas street, warwick, RI 02889</u> | <u>401-339-6039</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>John morri</u> | <u>204 Naamford, warwick, RI 02888</u> | <u>401-286-0347</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: _____

Witness: PA Purence

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

NO Criminal Record

POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 6/30/23

1. NAME OF CANDIDATE: (PRINT)

Lawrence Peter A
 LAST FIRST MIDDLE

MAIDEN NAME

8/25/76

2. DATE OF BIRTH

12 High View Dr Smithfield

4. CURRENT ADDRESS

Sporting goods consulting

6. TYPE OF BUSINESS

Providence RI

3. PLACE OF BIRTH

High Table Outfitters LLC

5. NAME OF BUSINESS

49 Cedar Swamp Rd Suite 11 Smithfield

7. BUSINESS ADDRESS

RI 02917

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

9. BUSINESS PHONE

401 726 3210

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>2008</u>	<u>Current</u>	<u>12 High View Dr</u>	<u>Smithfield</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

Adam ~~Al~~ to Labreca 2 Burlingame Rd 499 3604
 NAME ADDRESS PHONE
 2. Barry Sutcliffe 540 Putnam Pike 949 3500
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

PA Lawrence

Witness:

[Signature]

DETACH

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



16127099990101

RETAIL SALES PERMIT
RENEWAL APPLICATION

DUE UPON RECEIPT

HIGH TABLE OUTFITTERS, LLC HIGH TABLE OUTFITTERS
49 CEDAR SWAMP RD STE 11
SMITHFIELD, RI 02917-2438

STREN


TAX YEAR

07/01/2023 - 06/30/2024

NO FEE DUE

Please mail this form separately.
Do not mail with a return.

Please mail this form to:
Rhode Island Division of Taxation
One Capitol Hill
Providence, RI 02908-5800

	2-4962-9494
_____ SIGNATURE OF OWNER, PARTNER OR AUTHORIZED AGENT	_____ ACCOUNT ID
<i>Partner</i>	<i>06/26/2023</i>
_____ TITLE	_____ DATE





STATE OF RHODE ISLAND
Division of Taxation
Rhode Island Department of Treasury

Enter Tax Return - Confirmation

Return was submitted successfully.

If you would like to include a payment with your return, click the [Make a Payment Now] button. Otherwise, click [Return Home]

The confirmation number is: **FR0001337023**
Please print or save this number for future reference.

RETURN HOME



Rhode Island Division of Taxation. All rights reserved.

PROD1 RPTP_July_2021_Release - 20210730 | [Contact Us \(https://tax.ri.gov/about-us/contact-us\)](https://tax.ri.gov/about-us/contact-us)



memorandum

DATE: July 5, 2023

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Smithfield Lodge No. 17, Fraternal Order of Police (FOP) – Memorandum of Agreement

Prior to reaching the tentative agreement with the police union there were two pending grievances that were filed with the town concerning minimum manning and the call back provisions in the contract. With the successful negotiation of the new agreement with the union both items were able to be addressed in the final version of the agreement. The proposed memorandum will solidify the withdrawal of both grievances based on the ratification of the new collective bargaining agreement.

MOTION:

That the Smithfield Town Council hereby approves a memorandum of agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police pending final solicitor approval.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this ____ day of June, 2023 by and between the Town of Smithfield (the “Town”) and Smithfield Lodge No. 17, Fraternal Order of Police (“FOP”). The Town and the FOP are collectively referred to herein as “the parties”.

RECITALS

- A. The Town and the FOP are parties to a collective bargaining agreement for the period of July 1, 2022 to June 30, 2023 (the “CBA”).
- B. On June 2, 2023, the FOP filed a grievance designated as “Minimum Manning Grievance (5/22/23)” alleging that the Town had violated Article X, Section 2 of the CBA.
- C. On June 8, 2023, the FOP filed a grievance designated as “Call Back Grievance (5/25/23)” alleging that the Town had violated Article X of the CBA.
- D. The two grievances referenced in B and C are hereinafter referred to as “the Grievances”.
- E. The Grievances are being processed pursuant to the provisions of Article XX, Section 2 of the CBA.
- F. For the past several months, the parties have been in contract negotiations for the 2023-2026 collective bargaining agreement (the “Successor CBA”).
- G. The negotiation teams for the parties have agreed to the terms of the Successor CBA subject to ratification by the Town Council and members of the FOP.
- H. As part of the agreement reached by the parties in resolving the terms of the Successor CBA, the FOP has agreed to withdraw the Grievances.

Now, therefore, for good and valuable consideration which includes, but is not limited to the parties entering into the Successor CBA, the parties agree as follows:

- 1. The Grievances shall be held in abeyance subject to #s 2 and 3 herein.
- 2. Upon ratification by the Town Council, ratification by members of the FOP and execution of the Successor CBA by the Town Manager and President of the FOP, the FOP shall withdraw with prejudice the Grievances.

3. In the event that the Town Council or members of the FOP fail to ratify the Successor CBA or if for any reason whatsoever the Successor CBA is not executed by representatives of the parties, then this MOA shall be deemed null and void and the Grievances shall proceed in accordance with the provisions of Article XX, Section 2 of the CBA.

4. All matters stated in the Recitals as set forth herein are true and correct and constitute part of this MOA to the same extent as if contained in the body hereof.

TOWN OF SMITHFIELD

By: _____
Randy Rossi, Town Manager

Dated: _____

SMITHFIELD LODGE NO. 17, FRATERNAL
ORDER OF POLICE

By: _____
Christopher Taylor, President

Dated: _____

Recommended Motion:

That the Smithfield Town Council hereby authorizes a payment to Tom Gruzka in an amount not to exceed \$3,025.00 for the purchase of materials and labor to construct four (4) bridges at Camp Shepard.

June 26, 2023

Prepared by Tom Gruczka

Sites for bridging in Camp Shepard Property in Smithfield, RI.

Two sites were surveyed on 5/5/2023, two additional sites were identified on 5/8/2023.



Pictured at left are cedar fence posts which can be obtained for \$16 per post. Peeled posts can be obtained for \$20 per post. A lift of 100 posts for \$1900 can be delivered at no additional cost. Posts will be trimmed to use as trusses for bridges and ripped down to 1" thickness to serve as bridge decking of varying width and secured with 3" T25 decking screws. Screws are \$60 per 5lb bucket from Douglas Lumber.

Site 1: 60 feet in length (see at right)

Materials cost:

- Peeled cedar posts \$600
- Pressure treated option: \$650
- 5lb box of 3" screws (2) \$120

Labor costs for milling, transport, and installation: \$500

Total for site 1: \$1220-\$1270



Site 2: 80 feet in length - A pressure treated bridge and some planking is currently on site. See pictures below. Additional raised walkway or stone armoring is recommended.

Materials cost: **60 feet of cedar walkway - \$600** The same materials and construction for Site 1 would be used.

Pressure treated option: \$650

OR

Keep the existing bridge and install additional stone armoring from materials on site.

Labor Cost for stone armoring: \$400 Approximately 60 feet of wet trail to armor. See picture at right for example of completed stone armoring.

Total cost for site 2: \$1220 - \$1270 OR \$400



Site 3: 12 feet in length

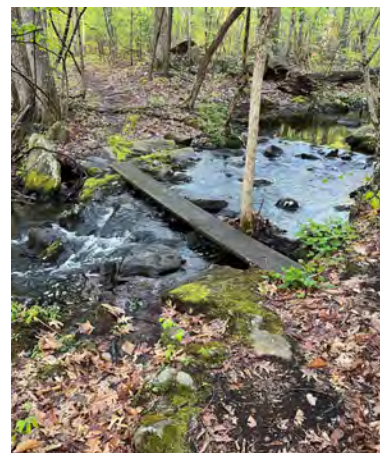
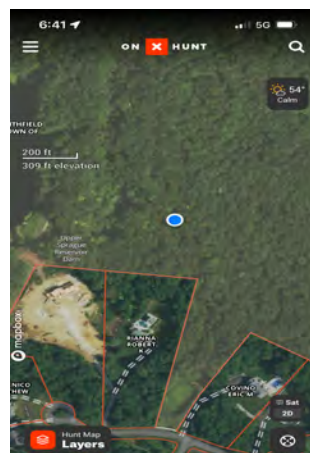
Currently traversed with a 2"X12" plank.

Materials cost:

- **\$120 cedar posts**
- **\$30 ½ box of screws**

Labor: \$150

Total cost for site 3: \$300



Site 4: 8 feet in length - A natural drainage track behind 18 Cortland Lane and 27 Baldwin Drive.

Materials cost:

- **\$100 cedar posts**
- **\$30 ½ box of screws**

Labor costs: \$100

Total cost for site 4: \$230



Summary:

75 cedar posts @\$20 each = \$1,500

4 boxes of screws @\$60 each = \$240

1 saw blade = \$35

Total Materials = \$1775

Total Labor = \$1250

Total Project Estimate = \$3025

Donna Corrao

Subject: FW: Quotes for Bridge Material Costs
Attachments: Cedar Quote (1).PNG; Cedar Quote.PNG

Hi Randy,

Here is the other cedar source I mentioned in the meeting tonight. After a second look I was wrong on how much more this would cost, at \$5.50 per foot for an 8" diameter log at 9 feet in length, \$49.50 is the price per piece. That works out to \$3,712.50 just for materials, and add \$1250 for labor, \$4,962.50 or about \$5K.

Full Draw Farm is the quote and vendor that I plan to use. All the information for that quote is on paperwork that has been submitted to the Camp Shepard Board.

Feel free to email me with any additional questions or requests.

Tom Gruczka

Smithfield Land Trust Trail Maintenance

From: Donna Corrao
Sent: Thursday, June 29, 2023 10:22:51 AM
To: Tom Gruczka
Subject: Quotes for Bridge Material Costs

Hi, Tom.

At Tuesday's Camp Shepard meeting, Council member Rachel Toppi requested a breakdown of the other quotes for materials that you received. If you could please provide this to me by next Wednesday, July 5th, I will include it along with your proposal in the Town Council meeting packets.

Thank you.

Donna



Natural cedar posts (Read ad description)

\$3



Send seller a message

Hi Charles, is this still available?

Send

Small dia (2" to 3"base)\$1.50/ft
Med dia (4" to 6"base)\$3.50/ft
Large Dia (>6" to 8"Base)....\$4.50/ft
XLarg Dia (>8" Base)\$5.50/ft

Instock:

- Small dia garden posts in 6ft and 8ft lengths
- Med size posts in 8ft, 6ft and 5ft lengths
- large dia posts in 12ft, 11ft, 10ft and 9ft lengths.

Custom lengths and diameters available - deposit may be required.

Note: These prices are less than half the cost of our competitors!

Cedar is naturally tapered and varies from tree to tree, but generally averages from 1/8" to 3/8" per running foot of length. Pricing is based on nominal diameter at the base. Posts have varying degrees of bark, very little to alot.

Cedar posts provide natural resistance to moisture, decay and insect damage making them an excellent choice for your farm and house fencing needs. Also great for garden poles, pergolas, lamp posts and bird house/feeder posts. Eastern Red Cedar is known for the reddish/purple heartwood used in cedar chests.

Recommended Motion:

The Smithfield Town Council hereby authorizes a request from Ocean State Multisport to hold a “Spine and Brain Institute” Road Race in Deerfield Park on Sunday, May 19, 2024.

Spine and Brain institute Road Race

On ~~May 19~~ MAY 19, 2024, Ocean State Multisport would like to organize a half marathon / 5k road race at Deerfield Park in Smithfield, RI. This event will start and finish at Deerfield Park. The half marathon will start at the entrance of the park and head down Lisa Ann circle thane turn left on Deerfield, left on Candlewood, right on Lucille, then right on Austin. Runners will continue on Austin until they reach Mapleville, where the runners will take a right and then turn right onto Meghan loop around and then turn right back onto Mapleville. Runners will then turn right on Kristen, then right onto Paul loop around, turn left onto Kristen, then right on Mapleville. Runners will then go right onto Tarklin then left onto Long Entry then right onto Evans and continue straight until they reach Mapleville. Runners will then go down Mapleville, turn left onto Austin, Left onto Lucille, right on Candlewood, Left onto Lisa Ann Circle and head back into the park

Police.

I will speak with Captain Smith and Todd Manni to come up with a plan as to where the volunteers and detailed officers will be.

All volunteers will wear an Orange Vest and carry an Orange flag. All volunteers will have direct contact with the race director, via call phone

Runners will be separated from traffic using Orange construction cones

All mail markers and course arrows will have the race director's cell number on them for the runner's safety.

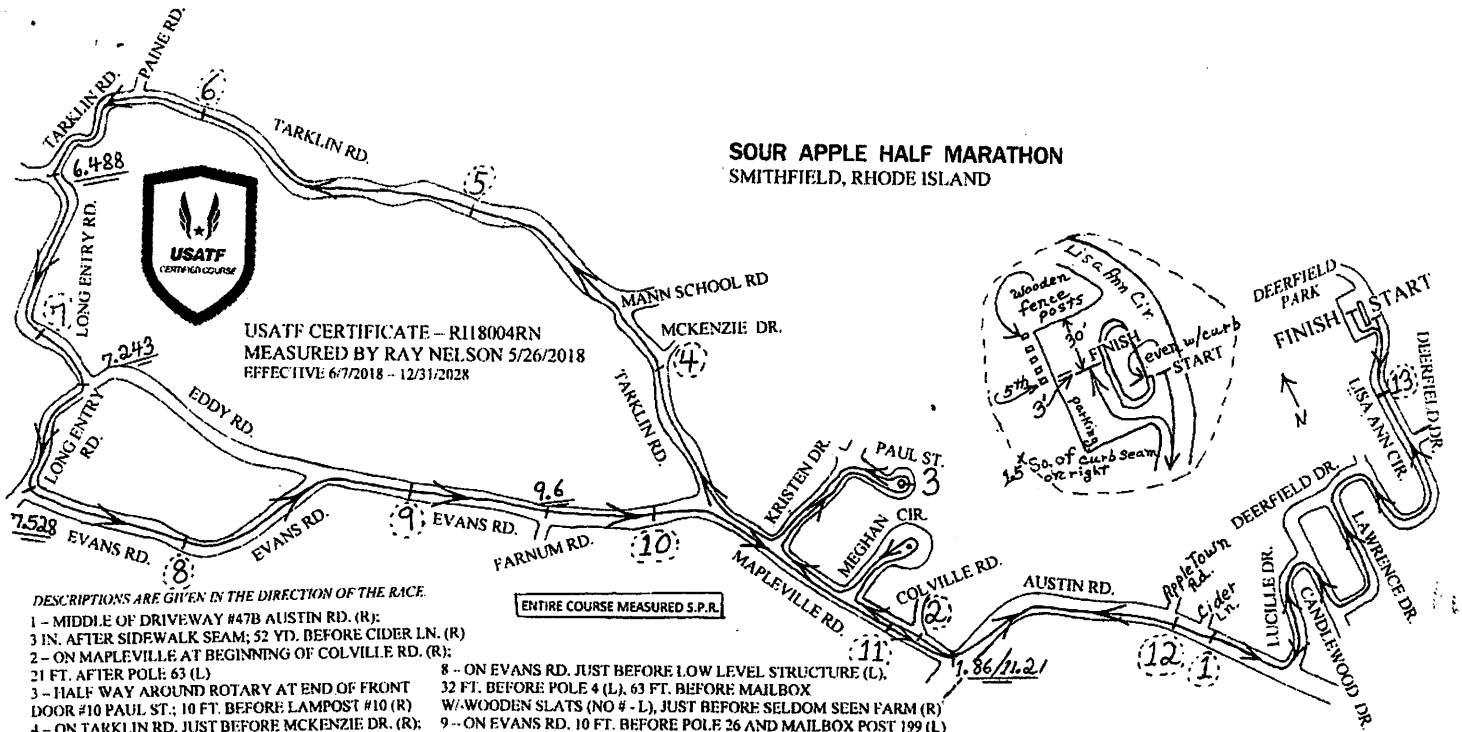
Water stations

There will be approximately 7 water stations throughout the course. There will be 2 porta potty's along the course. Volunteers will be at each water stations.

Lead car /Follow car

This event will have a lead car and a follow car. As the last car passes each water station, Police and volunteer, the follow car will inform them as to who is the last runner. The follow car will also be picking up the course, so when the last runner crosses the finish line, the course is cleared. All volunteers will

wear Orange vest and carry an Orange flag. All volunteers will have direct contact with the race director via cell phone or 2 way radios.



DESCRIPTIONS ARE GIVEN IN THE DIRECTION OF THE RACE.

- 1 - MIDDLE OF DRIVEWAY #47B AUSTIN RD. (R);
- 3 IN. AFTER SIDEWALK SEAM; 52 YD. BEFORE CIDER LN. (R)
- 2 - ON MAPLEVILLE AT BEGINNING OF COLVILLE RD. (R);
- 21 FT. AFTER POLE: 63 (L)
- 3 - HALF WAY AROUND ROTARY AT END OF FRONT DOOR #10 PAUL ST.; 10 FT. BEFORE LAMPOST #10 (R)
- 4 - ON TAKKLIN RD. JUST BEFORE MCKENZIE DR. (R); 68 FT. BEFORE POLE 12 (L)
- 5 - ON TARKLIN RD. AT 10 FT. HIGH CYCLONE FENCE. 107 FT. BEFORE 1ST GATE POST (R); 42 FT AFTER "NO PARKING" SIGN ATTACHED TO FENCE (R)
- 6 - 13 FT. AFTER POLE 15 (L)
- 7 - ON LONG ENTRY RD. 60 FT. AFTER POLE 119 (L); 212 FT. BEFORE BEGINNING OF DRIVEWAY 224 (R)
- 8 - ON EVANS RD. JUST BEFORE LOW LEVEL STRUCTURE (L); 32 FT. BEFORE POLE 4 (L); 63 FT. BEFORE MAILBOX W/ WOODEN SLATS (NO # - L), JUST BEFORE SELDOM SEEN FARM (R)
- 9 - ON EVANS RD. 10 FT. BEFORE POLE 26 AND MAILBOX POST 199 (L)
- 10 - JUST AFTER GRAVEL DRIVEWAY (R); 62 YD. BEFORE MAILBOX POST 22 (R)
- 11 - JUST AFTER BIG WATER TANK (L); 30 FT. BEFORE POLE 66 (R); 4 FT. AFTER FIRE HYDRANT ON INSIDE OF FENCE (L)
- 12 - JUST AFTER APPLETOWN RD. (L); 3 FT. AFTER END OF BRICK SIGN FOR OVERBROOK ACADEMY (R); 12 FT. BEFORE POLE 24 (L)
- 13 - 30 FT. AFTER METAL GREEN POST (L)



STATE

OCEAN

Sour

MULTISPORT

July, 2020

RE: COVID-19 ROAD RACE SAFETY PLAN

To whom it may concern: We at Ocean State Multisport have taken our 11 years of experience in planning, organizing and implementing road race events of all sizes throughout Rhode Island and Massachusetts and have applied this experience in developing the following Covid-19 safety plan. We are confident that we can adhere to the safe distancing guidelines provided by the department of health and create a safe environment to once again let runners participate in road races again. Please review the following plan and let us know if you have any questions or concerns. We are available to meet in person to answer your questions/concerns.

Please contact me at:

**Gary Menissian / Ocean State Multisport, Race Director
Oceanstatemultisport@gmail.com
401-688-5779**

- 1- I would like to describe how a typical road race functions. Runners go to a certain website and register for a road race. The day before the road race there is a thing called a packet pickup, where runners will pick up their race day t-shirt and bib number. This is usually done at the site of the race. We usually have a table with a sign that says packet pickup. The runners would have a 2-hour window to pick up their packets so the runners would come sporadically.**
- 2- On the morning of the race, there will be another packet pickup approximately one hour prior to the race for the runners that did not pick up their packets on the previous day. We normally have a table with a sign that says packet pickup. The runners that are picking up their packets lineup at the table in single file and we hand them their packets and then they walk away and go to their cars or go warm up**
- 3- On the morning of the race we also have a table set up for runners that want to register for that event the morning of the race. This also takes place one hour prior to the race. This table is usually set up across the way from the packet pickup table so that it separates the people that are registering from the people that have already registered. Again, these participants that are signing up the morning of the race will be in single file. They would come up to the table, sign a waiver form**



OCEAN STATE MULTISPORT

,we would hand them a T-shirt and a bib number and they would go about their way either to their cars or to go warm up

- 4- On the morning of the race myself and someone else will go out early in the morning and set up the course. This involves putting cones on the road along with mile markers.
- 5- At the start of the race we have the group of runners standing at the starting line. The race director would go over their instructions and then start the race. So basically it is a mass start until the runners get on the road and the race becomes single file.
- 6- Once the runners are on the road, for the majority of the race, runners are in single file or maybe running with a friend. There are points in the race when a runner will pass another runner.
- 7- While the runners are on the course, we do have course Marshals that ride around and check on the runners making sure they're okay
- 8- Once the runners come to the finish line, the majority of the runners are in single file, unless someone is running with a friend then they might cross the finish line at the same time.
- 9- Once the runners cross the finish line usually they would hang out, have something to eat and wait for the award ceremony.
- 10-Once the award ceremony is over, runners will disperse to their cars and go about their day.

This is typically how a road race functions.

Below I will respond to each point made above from numbers 1-10

- 1-this process would change. We will have packet pickup for 2 days prior to the event. All runners would have to pick up their packets then. This will allow for no package pick up the morning of the race eliminating any crowds. If a runner can't pick up their packet on the 2 schedule days prior to the event the packet will be mailed to them.
- 2-we will eliminate packet pickup the morning of the race. This will eliminate any crowding.
- 3-we would eliminate runners from signing up the morning of the race. Runners would have to register online prior to the race. By eliminating this table we would be eliminating a group of people waiting to register.
- 4-this process would still take place.myself and the other person that is setting up the course will wear gloves and a face mask. This process is usually done around 3 / 4 a.m. so there is no crowd around just the two of us.



OCEAN STATE MULTISPORT

5- this process would be different there would be no more mass start to the race. We have two options. Whichever option you feel is best we will go with.

Option 1. Let's say we have two hundred Runners. Only 100 runners would start at a time. We would have four rows of runners 6 feet apart. Then, the rest of the runners would fill in Behind them six feet apart six feet deep. So each row would have 25 runners, totaling 100 runners. When the race starts we would only allow one row at a time to go. Once those runners leave the starting line, 15 minutes later, we will start the process again with the other 100 runners. All runners will go through a chute towards the starting line, keeping 6 feet apart prior to getting to the starting line, we will ask the runners covid-19 questions and take their temperature. If they pass, they will continue on to the starting line. If they fail, they will not be allowed to run. Runners will know this process prior to coming to the event via email and race website.

Option 2. We will have an Open start time. Example, from 6:30am to 8:30am. Runners will show up to the event and volunteers will direct them where to park. Runners will be directed to the chute. Once they get to the chute, they will be asked covid-19 questions, and get their temperature checked. If they pass, they continue on to the starting line and go for their run. If they don't pass, they will not be able to run. We like this option the best, because it's a staggered start time allowing for no crowding at the starting line.

6-Once the race starts we have course Marshalls riding around making sure that the runners are not running in groups. We will make runners aware of this and if we find any groups of runners we will Disqualify them and ask them to leave the course.

7-please refer to number six.as I stated before the course Marshals are there for the safety of the runners and to assure social distancing while running.

8- when the runners are coming down the final stretch towards the finish line, they will enter a chute , bringing them to the finish line. Volunteers will direct them. Once they cross the finish line, they will be handed their finishers medal, and a bottle of water, and be directed to the end of the chute towards their car. Volunteers at the finish line and the end of the chute will make sure that runners dont circle back to the finish line or hang around the finish area.

9-We have eliminated the ceremony after the race. What we have done is we decided to give everyone an award. Once the runner crosses the finish line they will get their finishers medal and leave. We have also eliminated the snacks after the race, this way there is no congregating around the finish line .Again, at the finish line we will have course monitors there making sure of social distancing .

10-this would remain the same ,runners would return to their cars after the race and go about their day.

11-All volunteers will have their temperature checked and be asked the same covid-19 questions as the runners.

Here are some frequently asked questions and answers, and my responses



OCEAN STATE MULTISPORT

Q- Does my plan include a way to be sure spectators and support personnel will also observe social distancing.

A- Yes. With my plan we will have no spectators at the Finish Line hanging around. We will of course have Marshals / volunteers, making sure of that. If we need to, I can hire extra police. As far as Spectators on the course. Usually we don't have any races that are not that big. If there are any Spectators on the course, they are usually in their yard clapping as the runners go by. We also have Volunteers and police throughout the course to assure social distancing.

Q- Is it possible for all participants to wear masks.

A-Yes, it is possible for runners to wear a mask. If the governor's regulations are that everyone needs to wear a mask, We will provide a mask for the runners or they can use their own mask. If there are no mask regulations, we recommend runners wear a mask to the starting line. Once they start their run, They can take their masks off. However, if a runner passes by other runners on the road, we recommend they must put their masks on prior to passing those runners. all runners would be aware of what the regulations are prior to signing up to the event, via email and race website.

Q-Have cities or towns where the race would be held agree to allow them to proceed.

A-Yes, I have received permission from each town that the race will be held in. The approval comes from the Town Council, the police department and the Rhode Island Department of Transportation. I have spoken to each one of them and they have allowed me to hold the road race under the states regulations and guidance.

Q- Will all Runners sign a waiver form.

A-Yes, runners have to sign a waiver form online during the registration process.

Q- Is there insurance for the events

A-Yes, we take out a 10 million-dollar policy with USA Track & Field So all towns, runners and sponsors are covered under that insurance policy.

Q- Will you put a cap on the number of Runners that can enter the event.

A- Yes. We will follow all State guidelines for outdoor gatherings.

Finally, I just want to say that organizing road races is my business. I've been doing this for 11 years. I don't have large events. The majority of my events are under 500 runners. I keep my events small,because they are easier to manage.

By keeping the races small, it allows for use to control the event and protect the runners

Some of the races I organize are not for me. I organize them for other companies like: Project AIDS Rhode Island, The Fierce for Shannon Foundation, Women of Domestic Violence, Rhode island, Autism Speaks, East Providence recreation Turkey Trot and many other races. If races are allowed, my suggestion would be that we put a cap on how many runners can attend. I think for safety and social distancing regulations we should allow no more than 250 runners at one event. I can handle 500 runners very easily so if the cap was 250, it would be very manageable to do social distancing.

Extra note: Please understand, that at no time will there ever be 250 runners in the same place at the same time with the plans I just laid out. I am confident that there will never be more than 10 runners together at one time.



STATE

OCEAN MULTISPORT

COVID-19 RACE DAY PRE-CHECK

Runner Pre-race Screening In the essence of safety for our running community. If you say yes to any of these criteria will you NOT be allowed on the race course.

Each runner must fill out and sign a pre-screener

- Do you have a new dry cough or runny nose?
- Do you have unexplained shortness of breath?
- Have you had a temp greater than 101.5 in the past 48 hours?
- Have you had any GI symptoms, diarrhea in the past 48 hours?
- Have you been in contact with anyone who is Covid positive?
- Have you travel outside the US in the past 14 days?
- Have you lost your sense of taste and smell?
- We will also take runners temperatures prior to race start.

If you are experiencing COVID-19 symptoms listed above, please go home. Symptoms include: fever; respiratory symptoms such as sore throat, cough or shortness of breath; flu-like symptoms, or changes in a person sense of taste or smell. If you answered yes to any of these questions, please do not put anyone in our run community, volunteers or staff at risk. Plan to run another race on another day.

We are available to answer any questions you may have, in person.

Please contact me at:

Gary Menissian / Ocean State Multisport, Race Director
Oceanstatemultisport@gmail.com
401-688-5779

Recommended Motion:

That the Smithfield Town Council hereby authorizes a request from Ocean State Multisport to hold a “Sour Apple” Road Race in Deerfield Park on Sunday, July 7, 2024.

Sour apple Road Race

On ~~July 7, 2024~~ July 7, 2024, Ocean State Multisport would like to organize a half marathon / 5k road race at Deerfield Park in Smithfield, RI. This event will start and finish at Deerfield Park. The half marathon will start at the entrance of the park and head down Lisa Ann circle thane turn left on Deerfield, left on Candlewood, right on Lucille, then right on Austin. Runners will continue on Austin until they reach Mapleville, where the runners will take a right and then turn right onto Meghan loop around and then turn right back onto Mapleville. Runners will then turn right on Kristen, then right onto Paul loop around, turn left onto Kristen, then right on Mapleville. Runners will then go right onto Tarklin then left onto Long Entry then right onto Evans and continue straight until they reach Mapleville. Runners will then go down Mapleville, turn left onto Austin, Left onto Lucille, right on Candlewood, Left onto Lisa Ann Circle and head back into the park

Police.

I will speak with Captain Smith and Todd Manni to come up with a plan as to where the volunteers and detailed officers will be.

All volunteers will wear an Orange Vest and carry an Orange flag. All volunteers will have direct contact with the race director, via call phone

Runners will be separated from traffic using Orange construction cones

All mail markers and course arrows will have the race director's cell number on them for the runner's safety.

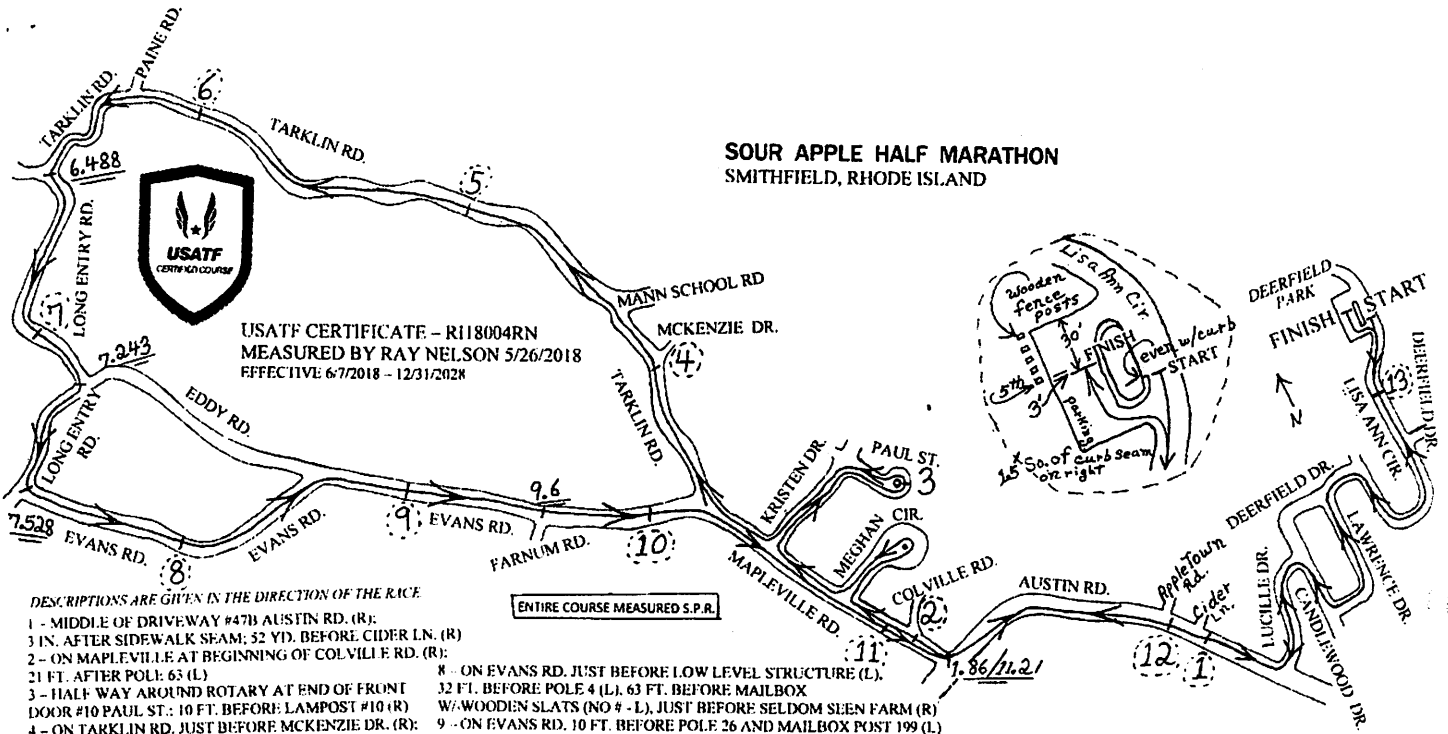
Water stations

There will be approximately 7 water stations throughout the course. There will be 2 porta potty's along the course. Volunteers will be at each water stations.

Lead car /Follow car

This event will have a lead car and a follow car. As the last car passes each water station, Police and volunteer, the follow car will inform them as to who is the last runner. The follow car will also be picking up the course, so when the last runner crosses the finish line, the course is cleared. All volunteers will

wear Orange vest and carry an Orange flag. All volunteers will have direct contact with the race director via cell phone or 2 way radios.



DESCRIPTIONS ARE GIVEN IN THE DIRECTION OF THE RACE

- 1 - MIDDLE OF DRIVEWAY #47B AUSTIN RD. (R)
- 3 IN. AFTER SIDEWALK SEAM; 52 YD. BEFORE CIDER LN. (R)
- 2 - ON MAPLEVILLE AT BEGINNING OF COLVILLE RD. (R); 21 FT. AFTER POLE 65 (L)
- 3 - HALF WAY AROUND ROTARY AT END OF FRONT DOOR #10 PAUL ST.; 10 FT. BEFORE LAMPOST #10 (R)
- 4 - ON TARKLIN RD. JUST BEFORE MCKENZIE DR. (R); 68 FT. BEFORE POLE 12 (L)
- 5 - ON TARKLIN RD. AT 10 FT. HIGH CYCLONE FENCE; 107 FT. BEFORE 1ST GATE POST (R); 42 FT AFTER "NO PARKING" SIGN ATTACHED TO FENCE (R)
- 6 - 13 FT. AFTER POLE 15 (L)
- 7 - ON LONG ENTRY RD. 60 FT. AFTER POLE 119 (L); 212 FT. BEFORE BEGINNING OF DRIVEWAY 224 (R)
- 8 - ON EVANS RD. JUST BEFORE LOW LEVEL STRUCTURE (L); 32 FT. BEFORE POLE 4 (L); 63 FT. BEFORE MAILBOX W/ WOODEN SLATS (NO # - L); JUST BEFORE SELDOM SEEN FARM (R)
- 9 - ON EVANS RD. 10 FT. BEFORE POLE 26 AND MAILBOX POST 199 (L)
- 10 - JUST AFTER GRAVEL DRIVEWAY (R); 62 YD. BEFORE MAILBOX POST 22 (R)
- 11 - JUST AFTER BIG WATER TANK (L); 30 FT. BEFORE POLE 66 (R); 4 FT. AFTER FIRE HYDRANT ON INSIDE OF FENCE (L)
- 12 - JUST AFTER APPLETOWN RD. (L); 3 FT. AFTER END OF BRICK SIGN FOR OVERBROOK ACADEMY (R); 12 FT. BEFORE POLE 24 (L)
- 13 - 30 FT. AFTER METAL GREEN POST (L)



STATE

OCEAN

surf

MULTISPORT

July, 2020

RE: COVID-19 ROAD RACE SAFETY PLAN

To whom it may concern: We at Ocean State Multisport have taken our 11 years of experience in planning, organizing and implementing road race events of all sizes throughout Rhode Island and Massachusetts and have applied this experience in developing the following Covid-19 safety plan. We are confident that we can adhere to the safe distancing guidelines provided by the department of health and create a safe environment to once again let runners participate in road races again. Please review the following plan and let us know if you have any questions or concerns. We are available to meet in person to answer your questions/concerns.

Please contact me at:

Gary Menissian / Ocean State Multisport, Race Director
Oceanstatemultisport@gmail.com
401-688-5779

- 1- I would like to describe how a typical road race functions. Runners go to a certain website and register for a road race. The day before the road race there is a thing called a packet pickup, where runners will pick up their race day t-shirt and bib number. This is usually done at the site of the race. We usually have a table with a sign that says packet pickup. The runners would have a 2-hour window to pick up their packets so the runners would come sporadically.
- 2- On the morning of the race, there will be another packet pickup approximately one hour prior to the race for the runners that did not pick up their packets on the previous day. We normally have a table with a sign that says packet pickup. The runners that are picking up their packets lineup at the table in single file and we hand them their packets and then they walk away and go to their cars or go warm up
- 3- On the morning of the race we also have a table set up for runners that want to register for that event the morning of the race. This also takes place one hour prior to the race. This table is usually set up across the way from the packet pickup table so that it separates the people that are registering from the people that have already registered. Again, these participants that are signing up the morning of the race will be in single file. They would come up to the table, sign a waiver form



OCEAN STATE MULTISPORT

,we would hand them a T-shirt and a bib number and they would go about their way either to their cars or to go warm up

- 4- On the morning of the race myself and someone else will go out early in the morning and set up the course. This involves putting cones on the road along with mile markers.
- 5- At the start of the race we have the group of runners standing at the starting line. The race director would go over their instructions and then start the race. So basically it is a mass start until the runners get on the road and the race becomes single file.
- 6- Once the runners are on the road, for the majority of the race, runners are in single file or maybe running with a friend. There are points in the race when a runner will pass another runner.
- 7- While the runners are on the course, we do have course Marshals that ride around and check on the runners making sure they're okay
- 8- Once the runners come to the finish line, the majority of the runners are in single file, unless someone is running with a friend then they might cross the finish line at the same time.
- 9- Once the runners cross the finish line usually they would hang out, have something to eat and wait for the award ceremony.
- 10-Once the award ceremony is over, runners will disperse to their cars and go about their day.

This is typically how a road race functions.

Below I will respond to each point made above from numbers 1-10

- 1- this process would change. We will have packet pickup for 2 days prior to the event. All runners would have to pick up their packets then. This will allow for no package pick up the morning of the race eliminating any crowds. If a runner can't pick up their packet on the 2 schedule days prior to the event the packet will be mailed to them.
- 2- we will eliminate packet pickup the morning of the race. This will eliminate any crowding.
- 3- we would eliminate runners from signing up the morning of the race. Runners would have to register online prior to the race. By eliminating this table we would be eliminating a group of people waiting to register.
- 4- this process would still take place. myself and the other person that is setting up the course will wear gloves and a face mask. This process is usually done around 3 / 4 a.m. so there is no crowd around just the two of us.



OCEAN STATE MULTISPORT

5- this process would be different there would be no more mass start to the race. We have two options. Whichever option you feel is best we will go with.

Option 1. Let's say we have two hundred Runners. Only 100 runners would start at a time. We would have four rows of runners 6 feet apart. Then, the rest of the runners would fill in Behind them six feet apart six feet deep. So each row would have 25 runners, totaling 100 runners. When the race starts we would only allow one row at a time to go. Once those runners leave the starting line, 15 minutes later, we will start the process again with the other 100 runners. All runners will go through a chute towards the starting line, keeping 6 feet apart prior to getting to the starting line, we will ask the runners covid-19 questions and take their temperature. If they pass, they will continue on to the starting line. If they fail, they will not be allowed to run. Runners will know this process prior to coming to the event via email and race website.

Option 2. We will have an Open start time. Example, from 6:30am to 8:30am. Runners will show up to the event and volunteers will direct them where to park. Runners will be directed to the chute. Once they get to the chute, they will be asked covid-19 questions, and get their temperature checked. If they pass, they continue on to the starting line and go for their run. If they don't pass, they will not be able to run. We like this option the best, because it's a staggered start time allowing for no crowding at the starting line.

6- Once the race starts we have course Marshalls riding around making sure that the runners are not running in groups. We will make runners aware of this and if we find any groups of runners we will Disqualify them and ask them to leave the course.

7- please refer to number six. as I stated before the course Marshals are there for the safety of the runners and to assure social distancing while running.

8- when the runners are coming down the final stretch towards the finish line, they will enter a chute , bringing them to the finish line. Volunteers will direct them. Once they cross the finish line, they will be handed their finishers medal, and a bottle of water, and be directed to the end of the chute towards their car. Volunteers at the finish line and the end of the chute will make sure that runners dont circle back to the finish line or hang around the finish area.

9- We have eliminated the ceremony after the race. What we have done is we decided to give everyone an award. Once the runner crosses the finish line they will get their finishers medal and leave. We have also eliminated the snacks after the race, this way there is no congregating around the finish line .Again, at the finish line we will have course monitors there making sure of social distancing .

10- this would remain the same ,runners would return to their cars after the race and go about their day.

11- All volunteers will have their temperature checked and be asked the same covid-19 questions as the runners.

Here are some frequently asked questions and answers, and my responses



OCEAN STATE MULTISPORT

Q- Does my plan include a way to be sure spectators and support personnel will also observe social distancing.

A- Yes. With my plan we will have no spectators at the Finish Line hanging around. We will of course have Marshals / volunteers, making sure of that. If we need to, I can hire extra police. As far as Spectators on the course. Usually we don't have any races that are not that big. If there are any Spectators on the course, they are usually in their yard clapping as the runners go by. We also have Volunteers and police throughout the course to assure social distancing.

Q- Is it possible for all participants to wear masks.

A-Yes, it is possible for runners to wear a mask. If the governor's regulations are that everyone needs to wear a mask, We will provide a mask for the runners or they can use their own mask. If there are no mask regulations, we recommend runners wear a mask to the starting line. Once they start their run, They can take their masks off. However, if a runner passes by other runners on the road, we recommend they must put their masks on prior to passing those runners. all runners would be aware of what the regulations are prior to signing up to the event, via email and race website.

Q-Have cities or towns where the race would be held agree to allow them to proceed.

A-Yes, I have received permission from each town that the race will be held in. The approval comes from the Town Council, the police department and the Rhode Island Department of Transportation. I have spoken to each one of them and they have allowed me to hold the road race under the states regulations and guidance.

Q- Will all Runners sign a waiver form.

A-Yes, runners have to sign a waiver form online during the registration process.

Q- Is there insurance for the events

A-Yes, we take out a 10 million-dollar policy with USA Track & Field So all towns, runners and sponsors are covered under that insurance policy.

Q- Will you put a cap on the number of Runners that can enter the event.

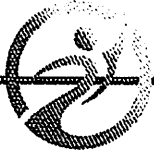
A- Yes. We will follow all State guidelines for outdoor gatherings.

Finally, I just want to say that organizing road races is my business. I've been doing this for 11 years. I don't have large events. The majority of my events are under 500 runners. I keep my events small,because they are easier to manage.

By keeping the races small, it allows for use to control the event and protect the runners

Some of the races I organize are not for me. I organize them for other companies like: Project AIDS Rhode Island, The Fierce for Shannon Foundation, Women of Domestic Violence, Rhode island, Autism Speaks, East Providence recreation Turkey Trot and many other races. If races are allowed, my suggestion would be that we put a cap on how many runners can attend. I think for safety and social distancing regulations we should allow no more than 250 runners at one event. I can handle 500 runners very easily so if the cap was 250, it would be very manageable to do social distancing.

Extra note: Please understand, that at no time will there ever be 250 runners in the same place at the same time with the plans I just laid out. I am confident that there will never be more than 10 runners together at one time.



STATE

OCEAN MULTISPORT

COVID-19 RACE DAY PRE-CHECK

Runner Pre-race Screening In the essence of safety for our running community.
If you say yes to any of these criteria will you NOT be allowed on the race course.

Each runner must fill out and sign a pre-screener

- Do you have a new dry cough or runny nose?
- Do you have unexplained shortness of breath?
- Have you had a temp greater than 101.5 in the past 48 hours?
- Have you had any GI symptoms, diarrhea in the past 48 hours?
- Have you been in contact with anyone who is Covid positive?
- Have you travel outside the US in the past 14 days?
- Have you lost your sense of taste and smell?
- We will also take runners temperatures prior to race start.

If you are experiencing COVID-19 symptoms listed above, please go home. Symptoms include: fever; respiratory symptoms such as sore throat, cough or shortness of breath; flu-like symptoms, or changes in a person sense of taste or smell. If you answered yes to any of these questions, please do not put anyone in our run community, volunteers or staff at risk. Plan to run another race on another day.

We are available to answer any questions you may have, in person.

Please contact me at:

Gary Menissian / Ocean State Multisport, Race Director
Oceanstatemultisport@gmail.com
401-688-5779



TOWN OF SMITHFIELD

COMMUNITY DEVELOPMENT BLOCK GRANT

Memorandum

DATE: July 11, 2023

TO: Smithfield Town Council

FROM: Michael Phillips, Town Planner

RE: Program Year 2022 Community Development Block Grant

SUBJECT:

Authorization of Program Year 2022 Community Development Block Grant (CDBG) Application

BACKGROUND:

In accordance with the State's PY'2022 Action Plan, the State has made 5.164 million dollars available to small cities and towns to help fund eligible projects that address public facility, infrastructure/improvements, public services (including job training), and planning-only activities through the annual competitive application cycle. Proposed project activities must address at least one of the National Objectives; (1) primary benefit to low and moderate income people; (2) elimination of slums and blight; or (3) urgent community need.

ATTACHMENTS:

List of proposed activities.

PROPOSED MOTION: That the Smithfield Town Council authorizes a resolution for the submission of a proposed Program Year 2022 Community Development Block Grant application.

Proposed Activities

Specific project activities that will be submitted for funding include the following (in order of priority):

1. **East Smithfield Neighborhood Center**

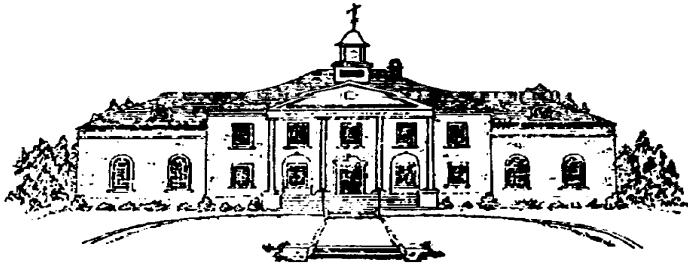
Amount Requested: \$500,000

This project involves Phase II and III of the East Smithfield Neighborhood Center rehabilitation. The renovations of Main Hall, East Wing and Old Bowling Alley Wing of the facility (approximately 3,450 square feet) will allow the entirety of this building to become occupiable. The 2,100 sf Main Hall Space will be remediated to its historic character while the 1,350 sq.ft. Community Services Space will be renovated to provide a conference room, restrooms, community space, storage and office space. Work in these areas will include replacement of modern windows with historically accurate replacement windows, repair or replace clapboard siding to replace the current modern plywood paneling & remediation of historic wood trim. Additional work will include upgrades to existing bathrooms to provide ADA access, repairs to the flooring, insulation, the addition of touchless technology (keyless entries, faucets, lighting, HVAC, etc.) to reduce the spread of COVID-19, updating all interior finishes and coatings, as well as all new electrical, mechanical, and plumbing systems.

2. **Family Service of Rhode Island -Improvements to Home for Youth Recovering from Trauma**

Amount Requested: \$25,000

This request is to improve 111 West Greenville Road, Smithfield, which is owned and operated by 501 c 3 non-profit Family Service of Rhode Island. The request is for a much-needed project to replace a crumbling deck with a new deck with an Americans with Disabilities (ADA) compliant ramp, along with an ADA compliant door. The Town will also be applying for funding in the State's Rolling Application cycle for Housing Rehabilitation activities and Affordable Housing projects.



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE (401) 233-1010 FAX (401) 233-1080

THE TOWN OF SMITHFIELD STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS RESOLUTION OF THE TOWN COUNCIL

WHEREAS: funds are available under the Rhode Island Community Development Block Grant Program, administered by the Department of Administration, Division of Planning, Office of Housing and Community Development; and

WHEREAS: the Governor of the State of Rhode Island has authorized the Director of said department to disburse such funds; and

WHEREAS: it is in the interest of the citizens of the Town of Smithfield that application be made to undertake a local Community Development Program.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:

That the filing of this application for the amount of \$525,000 to implement the activities proposed herein hereby authorized and that Randy R. Rossi, is hereby authorized and directed to file this application with the Office of Housing and Community Development, to provide any additional information or documents required by said office, to make any assurances required in connection with this program, to execute an agreement with the State of Rhode Island and to otherwise act as the representative of the Town of Smithfield in all matters relating to this application and any award which may be based upon this application.

Passed as a Resolution of the Smithfield Town Council this 11th day of July 2023.

In witness whereof I have hereunto set my hand and affixed the official seal of the Town of Smithfield this 11th day of July 2023.

by the Smithfield Town Council

Lyn Antonuccio, Town Clerk

T. Michael Lawton, President
Smithfield Town Council

Recommended Motion:

That the Smithfield Town Council hereby authorizes an extension of the Northern RI Collaborative's lease agreement to September 14, 2023 at a rate of \$12,000 for the month.

Donna Corrao

Subject: FW: [EXTERNAL] Lease extension

From: Jim Dutra <jdutra@dutraassociatescpa.com>

Sent: Wednesday, July 5, 2023 1:13 PM

To: Randy Rossi <rrossi@smithfieldri.gov>

Cc: Georgia Fortunato <georgia.fortunato@nric-ed.org>; Lori Miller <lori.miller@nric-ed.org>

Subject: [EXTERNAL] Lease extension

Randy

As I mentioned last week I have been appointed by the Board to assist in the dissolution and liquidation of NCRI. As part of the process we, as you are aware, need to vacate the building at 562 Putnam Pike, Greenville. I am writing to request an extension of the lease from August 14 to September 14, 2023 to allow us to hold an online auction of the assets belonging to NCRI as well as hire a cleaning crew to be sure the building is presentable when we return it to Smithfield. As discussed NCRI would allow the property to be accessible to the town for any walkthrough needed to show to prospective buyers. If there are any other accommodations needed I would be happy to discuss.

Thank you in advance for your consideration.

Jim Dutra

--

James F. Dutra, CPA, MST, MBA

Dutra & Associates, LLC

117 Metro Center Blvd.

Suite 2007

Warwick, RI 02886

dutraassociatescpa.com

(ph) 401-829-5674

Under recently promulgated Internal Revenue Service rules of practice, only written tax opinions meeting very detailed requirements may be relied upon by taxpayers for the purpose of avoiding tax-related penalties. To ensure compliance with these IRS requirements, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



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: July 5, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager

RE: Town Hall Interior Painting Project

SUBJECT:

Town Hall is in need of painting, there are several areas of concern; corridors, stairways and there are several offices where the paint is dingy and worn.
This Request for Proposals (RFP) will seek to brighten up Town Hall to its many visitors and employees.

Seeking Town Council approval to advertise the RFP to see if it's cost effective and practical to paint the interior areas of Town Hall this year.

ATTACHMENTS:

Copy of the RFP for review.

MOTION:

That the Smithfield Town Council hereby approves advertising this RFP for interior painting of Town Hall common areas, corridors and stairways, offices that are in need of fresh paint.

TOWN OF SMITHFIELD
RHODE ISLAND

REQUEST FOR PROPOSALS



RFP # 23-0617

Request for Proposals

Town Hall – Interior Painting Services

**TOWN OF SMITHFIELD
RHODE ISLAND**

TABLE OF CONTENTS:

Pages 1	Cover
Page 2	Table of Contents and Introduction
Page 3	Bidder Instructions
Pages 4 – 6	Notice to Bidders & Construction & Service Terms
Pages 7 - 12	Project Description
Pages 13 – 26	Project Instruction to Bidders
Pages 27 - 28	Attachment A: Cost Proposal

INTRODUCTION:

The Town of Smithfield is soliciting Proposals from qualified firms for interior painting services relating to all common areas (hallways, stairways, meeting areas) and selected Departmental Offices at Smithfield Town Hall.

A mandatory pre-bid site walkthrough will be held commencing at 10:00AM on Wednesday, July 12, 2023, in the Town Council Chambers, second floor at the Smithfield Town Hall. Proposals will not be accepted from vendors who do not attend this mandatory pre-bid meeting.

Proposals must be submitted in sealed envelope addressed to the Purchasing Agent, Finance Office, Town Hall, 64 Farnum Pike, Smithfield, R.I. 02917, and must be plainly marked in the lower left-hand corner with: " Town Hall – Interior Painting Services - RFP # 23-0617".

Submittals will be received by the Purchasing Agent in the Finance Office, until the Bid Closing Date of Ten (10:00) O'clock AM, Local Time on Tuesday, July 18, 2023 at which time all bids will be publicly opened and read aloud.

TOWN OF SMITHFIELD
RHODE ISLAND
REQUEST FOR PROPOSALS

Item Description: **Smithfield Town Hall Interior Painting Project**
Date and Time to be **OPENED: Tuesday, July 18, 2023, at 10:00 AM**

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

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Purchasing Agent, Finance Office**, 64 Farnum Pike, Smithfield, RI 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “**NOT A BID**” written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED WHEN APPLICABLE**. ***Do not group items: price each item individually.*** Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **four (4) copies** shall be submitted.
8. **A mandatory pre-bid site walkthrough will be held commencing at 10:00AM on Wednesday, July 12, 2023, in the Town Council Chambers, second floor at the Smithfield Town Hall. Proposals will not be accepted from vendors who do not attend this mandatory pre-bid meeting.**

TOWN OF SMITHFIELD
RHODE ISLAND
NOTICE TO BIDDERS

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

TOWN OF SMITHFIELD
RHODE ISLAND

17. Due to the nature of this project, contractors should plan to perform all work during off hours or weekends. Town Hall hours are 8:30 AM to 4:30 PM, Monday thru Friday.
18. There are file cabinets and other furniture that will have to be moved away from walls in order the prep and paint.

CONSTRUCTION AND SERVICE PROPOSAL TERMS

1. The Town of Smithfield will not consider any proposal unless it is accompanied by **one** of the following and deposited with the Finance Director as a guarantee that the Contract will be signed and delivered by the responder:

a. A Bid Bond in the amount of **Ten (10)** per centum of the proposed total price.

*** The amount of such check or bid bond shall be retained for use by the Town as liquidated damages on account for any such default.**

2. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
3. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
4. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with law or the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
5. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
6. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Section 1, et seq (Rhode Island General Laws). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
7. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims, demands, actions, and suits (including all attorney's fees and costs) for personal injury or damages to property sustained by third persons, or their agents, servants and/or brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

The Contractor shall carry the following insurance at their own expense: All insurance for this contract shall be written by company (or companies) acceptable to the Town and all policies or certificates shall be submitted to the Town for examination prior to

**TOWN OF SMITHFIELD
RHODE ISLAND**

commencement of operations by the Contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the Town, the Contractor shall secure other policies or certificates in form and amount and with a company satisfactory to the Town. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by certified mail to the Town stating when (not less than thirty (30) days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the Town contain true transcripts from the policy or policies, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause and including the Town as an additional insured as to the operations involved.

8. The successful responder shall, prior to commencing performance under the contract, post a **Performance and Payment Bond** with a satisfactory surety company in a sum equal to one hundred per centum (100%) of the amount of the award contract.

PROJECT DESCRIPTION

The Town of Smithfield proposes to paint designated interior walls, ceilings (where applicable), trim and other surfaces that are currently painted. All doors will be excluded. All painting work must conform to Rhode Island Department of Environmental Management Regulations governing interior removal of lead based paint, and all other applicable federal, state and local regulations and codes.

1. INTRODUCTION

The purpose of this request is to solicit proposals from qualified firms interested in the interior painting and required surface repairs in the Hallways and Common Areas (including restrooms), Departmental Offices, at Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI. The base proposal for all Hallways and Common areas is required and any alternative will only be reviewed after a base bid proposal is submitted.

2. SCOPE OF WORK

The work consists of preparing walls and wood trim for painting, priming as needed and applying one finish coat of paint (unless otherwise identified) on specific items and areas of Smithfield Town Hall. Areas to be painted are walls in all corridors, stairways and common areas currently painted, wood trim, this is to include the interior side of window sills and other interior areas that are currently painted, including offices as determined at the site visit. Contractor is to provide all labor, materials, and equipment in order to complete this project.

A. PAINTING

The following materials and equipment will be provided by the contractor during work on this project and applied as per the manufacturer's recommendations:

**TOWN OF SMITHFIELD
RHODE ISLAND**

Washing agent: 5% Trisodium Phosphate Solution at one ounce per gallon of water.

Polyethylene sheeting: 6 mil conforming to ASTM E154, C-156, D-124B, D-2103 and D-4379.

Polyethylene bagging: 6 mil polyethylene bags designed for and labeled as containers for hazardous waste.

Respirators: Workers shall be provided with NIOSH/MSHA certified respirators equipped with HEPA filters. The respirators are to be sanitized and maintained according to the manufacturer's specifications.

Vacuum Equipment: All vacuum equipment employed in the work area shall utilize HEPA filtration systems 99.97% efficient to 0.3 microns particulate size.

Power Sanders: Power sanders shall utilize HEPA filtration systems 99.97% efficient to 0.3 microns particulate size.

- 1) Scrape all loose and peeling paint down to a sound substrate without damaging walls, floors, doors, stairs, molding profiles or trim edges.
- 2) Sand areas as needed to ensure proper adhesion.
- 3) Fill all nail holes using Elmer's Wood filler, or equal. Wipe clean any sanding dust or debris, apply washing agent as needed.
- 4) Apply primer to all wood surfaces.
- 5) Caulk all joints and voids using a top brand of Lifetime caulking.
- 6) Paint all wall surfaces with a latex satin sheen paint. On all wood trim and previously painted trim, finish paint to be acrylic latex, contractor to supply samples of paint sheen/texture for owner approval prior to purchase of finish paint.

WARRANTY AND GUARANTEE

All work performed is to be warrantied for a minimum of two (2) years against blistering, peeling. Warranty document to be provided in draft form to the Town at the time of contract execution for approval with the final warranty presented to the Town at the completion of the project.

3. QUALIFICATIONS AND PAST PERFORMANCE

The importance of painting and repairing all items to remain at original design requires that such painting and repair be performed by a responsible and eligible contractor who has satisfactorily, or better, painted and repaired, on a regular basis, such other facilities under other contracts of the same totality, scope.

TOWN OF SMITHFIELD
RHODE ISLAND

INFORMATION

1. Receipts and Opening of Proposals:

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until the time indicated in the Invitation for Bids, for the services designated in the Specifications and will then be publicly opened and read. No bids received thereafter will be considered.

2. Form of Bid:

Proposals must be submitted on and in accordance with the bid proposal form included hereto, blank places must be filled in as noted, no change shall be made in the phraseology or in the item or items mentioned therein, all proposals must contain the name and proper address of the bidding firm and must be signed by a responsible member of the firm with their signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, addition or contain irregularities of any kind, may be rejected as informal.

3. Submission of Bids:

(a) Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent, and must be marked with the name and address of bidder, date and hour of bid opening, and name of item in bid call.

(b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

(c) Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.

(d) No bid may be withdrawn for a period of thirty (30) DAYS from the date and time of opening.

(e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

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

4. Acceptance or Rejection of Bid Proposal:

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable or in the best interest of the Town.

5. Qualifications of Bidder:

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence

**TOWN OF SMITHFIELD
RHODE ISLAND**

submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. Commencement of Contract:

The successful bidder shall commence work as specified and complete all work as specified.

7. Bid Prices:

Bidders shall state the proposed bid prices in the manner as designated in the Bid Proposal. In the event there is a discrepancy between the price written in words and in figures, the prices written in words shall govern.

8. Indemnification:

The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

If any part of the contract is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all their subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the Town covering each and every subcontractor shall be filed with said Town prior to the commencement of subcontract operations.

(b) Workers' Compensation Insurance: The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by State of Rhode Island Statutes. The Contractor shall maintain workers' compensation insurance coverage for the duration of the contract.

In the event the Contractor's workers' compensation insurance coverage expires during the term of the contract, the Contractor shall renew said insurance, either as a carrier-insured employer or a self-insured employer, before its expiration, and the Contractor shall provide the Town with further certification of workers' compensation insurance as renewals of said insurance occur.

(c) Comprehensive General Liability and Property Damage Insurance including Contractual Liability: The Contractor shall maintain general liability and property damage insurance that protects the Contractor and the Town and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under the contract.

- (1) Bodily injury including accidental death - each person \$1,000,000.
- (2) Bodily injury including accidental death - each occurrence \$1,000,000.
- (3) Property Damage - each occurrence \$1,000,000.
- (4) Property Damage - aggregate during any twelve (12) months period \$1,000,000.
- (5) Comprehensive Contractor's Protective Liability \$1,000,000.
- (6) Commercial General Liability \$1,000,000.
- (7) Contractor maintains during the extent of this agreement Builders Risk Insurance with extended coverage in an amount not less than the full insurable value of work. Any loss payments will made payable to the Town of Smithfield and the Contractor.

**TOWN OF SMITHFIELD
RHODE ISLAND**

- (8) Operations - premises Liability
- (9) Independent Contractor's/Town's Protective Liability
- (10) Completed Operations and products Liability
- (11) Contractual Liability
- (12) Comprehensive Automobile Liability: covering all vehicles used by the Contractor in the course of the work including owned, non-owned and hired.

10. Wages and Labor:

The Contractor shall comply with the applicable provisions of Title 37, Chapter 13, as amended, General Laws of Rhode Island (1977 Reenactment) Prevailing Wages and Davis-Bacon Act.

11. Safety and Health Regulations:

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

13. Permits & License:

Contractor shall be licensed by and allowed to conduct business in the State of Rhode Island and the Town of Smithfield. All fees associated with the submittal of plans, designs or any other fee for approval of proposed work shall be at the cost of the Contractor.

14. Bid Evaluation:

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

		Score
1.	Quality of proposal and required documents	10
2.	Experience in Field	25
3.	Credentials/Qualifications	20
4.	Business located in Smithfield	5
5.	Bid Amount	40
	Grand Total	100

15. Safety and Health Regulations: All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

16. Foreign Corporations: Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

17. Fees: Contractor shall pay all fees, including but not limited to Town permits and State application fees.

18. Lead Risk Assessment: Bidders are requested to review the narrative summary of Lead Risk Assessment contained herein.

19. Lead Hazard Reduction: Bidders are requested to familiarize themselves with Lead Hazard Reduction documentation.

**TOWN OF SMITHFIELD
RHODE ISLAND**

20. **Preparation:** Remove all dirt, mildew and all other foreign material, all surface areas must be scraped of all loose and peeling paint to ensure a firm base for new paint. De-gloss where necessary to allow for adhesion of primer and/or paint. Priming if required shall be included, one coat primer to be applied with brush on all bare wood and two coats of paint shall be applied with brush. Caulking will be performed to seal major cracks and gaps around windows, doorframes to reduce drafts. At the end of each work shift the floor shall be left broom clean and free from hazard from any equipment or materials remaining.

21. **Work Supervision:** The Town of Smithfield Building Official will oversee all aspects of work.

22. **Job Completion:** Work must be completed by September 30, 2023. Conditional on fair weather, no painting shall be applied unless moisture content metering shows wood materials and their surfaces are below 15% moisture content, any extension of time must be preapproved 30 days in advance of stated deadline. Contractor must employ the use of an electronic moisture meter and record the moisture level of materials to be painted upon commencement in morning and if painting in late afternoon. No paint shall be applied during inclement weather, fog, high humidity or rain events. At job completion a contractor representative shall review work on site by a representative from the Town of Smithfield. The job site shall be cleaned and free of debris. All required documentation and information shall have been provided upon completion.

INSTRUCTION TO BIDDERS

INTERPRETATIONS

All questions about the meaning or intent of the Bidding Requirements and Contract Documents shall be submitted for interpretation or clarification no later than 48 hours prior to time of receipt of bids.

AGREEMENT TO BOND

Submit with the Bid all surety requirements, provisions, and enclosures.

CONTRACTORS RESPONSIBILITY FOR WORK

Omissions from the specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing the same. It shall be the duty of the Contractor to procure from the Town all necessary interpretations of the designs and contract documents.

Contractor shall make no changes without having first received written authorization from the Town. Where detailed information is lacking, before proceeding with work, the Contractor shall refer the matter to the Town for required information or interpretation.

If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with project site environment, said employee may be required to leave project site property and/or may be refused re-admittance.

**TOWN OF SMITHFIELD
RHODE ISLAND**

The Contractor or the superintendent shall personally plan, supervise, direct, inspect and oversee all work whatsoever including work being performed by subcontractors. Therefore, the selection of a superintendent is of prime concern to the Town.

Whenever any work is being performed by any of the Contractor's workmen or those of subcontractor, the Contractor or superintendent must be present on the job site to personally supervise the work. In the event that workmen appear for work in the absence of the superintendent, they will be asked to leave the premises by the Town or its representative.

Before commencing any work, the Contractor shall submit in writing to the Town the name of the superintendent to be employed. Written approval of the superintendent by the Town is required. While remaining in the Contractor's employ, the superintendent shall not be replaced for the duration of the work, except with the approval of the Town. Should the job superintendent be judged unsatisfactory by the Town, the superintendent shall be replaced by the Contractor. The Town's decision in this matter will be final.

It shall be the responsibility of the Contractor to obtain the Certificate of Occupancy from the appropriate authorities.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

- A. By the act of submitting a bid, the bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.
- B. The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Specifications, and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
- C. The Bidder and all workers, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- D. Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Town, his employees or agents including architects, engineers or consultants, in assembling the bid figure.
- E. The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- F. After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the Town's attention during the bidding period.

**TOWN OF SMITHFIELD
RHODE ISLAND**

ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing and addressed to Town of Smithfield Purchasing Agent, 64 Farnum Pike, Smithfield, RI 02917, and to be given consideration, must be received in the Purchasing Agent's office not later than 12:00 noon, seven (7) calendar days (Saturdays, Sundays, and legal holidays included) prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents.

- B. Failure of any bidder to receive any such Addenda shall not relieve such bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. At the same time of the opening of the bids, each bidder will be presumed familiar with the Contract Documents (including all Addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

BIDDING PROCEDURE

A. Receipt of Bids

- 1. The Town of Smithfield, Rhode Island (herein called the "Town"), acting through the Purchasing Agent, invites bids on the form attached hereto. All blank spaces shall be filled in, in ink or typewritten, in words and figures only where no space is provided for words, and signed by the Bidder.

- 2. Bids will be received by the Purchasing Agent, Finance Office, Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island 02917, by the date and time indicated in the Advertisement for Bid. The envelope containing the bids must be sealed and addressed to the Purchasing Agent.

- 3. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address, the RFP number and the name of the project for which the bid is submitted.

CONSIDERATION OF BIDS

- A. Bid award will not be done at time of bid opening.

- B. The Town may reject any bid not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all bids. Conditional bids will not be accepted.

- C. The Contract may be awarded to the most responsible and eligible Bidder on the basis of the proposed Contract Price. The Town reserves the right to reject any and all proposals and to accept the proposal deemed most favorable to the interests of the "Town".

TOWN OF SMITHFIELD
RHODE ISLAND

D. The Town does not obligate itself to accept the lowest or any other bid.

E. If the base bid exceeds the amount of funds available to finance said construction contract, the Town may reject all bids or may award the contract to that responsible Bidder submitting the lowest bid.

POST BID INFORMATION

A. The Town may make such investigations as it deems necessary to determine the ability of the bidder and all sub-bidders to perform the work, and the bidder and all sub-bidders shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder or sub-bidder fails to satisfy Town that they are not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

B. The Bidder is specifically advised that any person, firm, or entity to whom it proposes to award a subcontract under this contract must be acceptable to the Town.

DUPLICATION OF ITEMS OF WORK

A. In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the Town has been notified, in writing prior to submittal of bids, of quality duplication and Town has issued instruction to establish quality of material.

ACCEPTANCE OF CONDITIONS

A. The submission of a Bid Proposal will be considered by the Town as acceptance by the Bidder of all requirements and stipulations contained in the Specifications, and the conditions at the job site.

ALTERNATE BID PRICES

A. Alternate Bid Prices, if requested, shall contain all charges for overhead, profit, insurance, all taxes and allowances for waste, and the sum given shall represent the job complete in place to the Town. No further surcharges will be accepted.

UNIT PRICES

A. Unit Prices if required in the Proposal Form, 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 ordered done regardless of the time that the work is done.

**TOWN OF SMITHFIELD
RHODE ISLAND**

TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Bidder must agree to commence work within 30 days after issuance of a written "Notice to Proceed" with the Town and to substantially complete the project within the time limit indicated herein.

CONDITIONS OF WORK

A. Each bidder must inform himself of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Contractor.

LAWS AND REGULATIONS

A. The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

STATE SALES AND USE TAX EXEMPTION

A. The Town hereby affirms that, in accordance with the Rhode Island Sales and Use Tax Laws, it is exempt from the State Sales Tax.

B. Bidders and their Subcontractors and material suppliers shall not include in their Bids any Rhode Island State Sales and Use Taxes relative to the performance of the work that is covered by the exemption.

INSPECTION OF EXISTING CONDITIONS

A. All bidders are advised to inspect the existing project and to familiarize themselves with conditions, as they exist, prior to submitting their bids. A mandatory pre-bid site walkthrough will be held commencing at 10:00AM on Wednesday, July 12, 2023, in the Town Council Chambers, second floor at the Smithfield Town Hall. Proposals will not be accepted from vendors who do not attend this mandatory pre-bid meeting.

Additional inspection appointments can be scheduled between the hours of 9:00 AM and 4:00 PM Monday through Friday. Contractor shall notify the Town Purchasing Agent a minimum of 48 hours prior to time he or she would like to make a site visit. Contractors shall stop in the Finance Office upon their arrival prior to inspecting the site and will be escorted thru the building.

B. After award of contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in our conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the Town's attention during the bidding period.

TOWN OF SMITHFIELD
RHODE ISLAND

BUILDING PERMIT

- A. The cost of the building permit for the work of this Contract will be at the cost of the contractor. Contractor shall pay all permit fees and include cost in bid.

PARKING ARRANGEMENTS FOR TENANTS

- A. All work must be scheduled with minimum effect on the existing parking arrangements. Contractor must determine, through the Town, an appropriate schedule and alternative to existing use, parking and general business as usual.

PROPOSALS

- A. All submitted proposals must contain the following documents fully executed:

- Proposal Form (including Alternates)
- Bid Bond

SOLICITATION AND BID PROTESTS

- A. Any actual or prospective contractor may protest the solicitation or award of a contract. In order to be considered, any protest against a solicitation must be received before the due date for the receipt of bids or proposals. Any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All protests shall be in writing, submitted to the Purchasing Agent, who may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

SUBSTITUTIONS

- A. All requests for pre-bid approval of substitutions or equal products must be made in writing fourteen (14) calendar days before bid date.
- B. Requests shall be in accordance with Specification.

CONTRACT PERIOD

- A. The Contractor shall complete all work required under this contract within ninety (90) calendar days of the effective date of the contract, or within the time established in the notice to proceed issued by the Town.

**TOWN OF SMITHFIELD
RHODE ISLAND**

COORDINATION

- A. Prior to commencement of subcontract work, a designated representative of each subcontractor shall meet with project superintendent and Town's Building Office at the site to discuss requirements and Scope of Work.

BEHAVIOR OF PERSONNEL

- A. If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with the work site environment, said employee may be required to leave the property and may be refused re-admittance.

SUBSTITUTIONS

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the Town to its satisfaction.

CODES, RULES, REGULATIONS

- A. All work is to be in accord with the latest requirements of:
 - 1. Federal, State, and Municipal Laws
 - 2. Rhode Island Building and Fire Code
 - 3. Any prevailing rules and regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.
- B. All Contractors and Subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this Contract and hold the Town and/or its agents harmless from any claim or loss that may result from violations of or claims under this act.

MANUFACTURER'S DIRECTIONS

- A. Manufactured articles, materials, equipment, applied, installed, connected, erected, used, cleaned, conditioned in accordance with manufacturer's printed directions unless specified to contrary.
- B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Town in writing. Contractor shall not proceed with work until the Town has reviewed the conflicting data and provided the Contractor with a decision on which specification to follow.

TOWN OF SMITHFIELD
RHODE ISLAND

WORK AFTER NORMAL WORKING HOURS

- A. Due to the nature of the project, contractors should plan to perform all work during off hours or weekends. Town Hall hours are 8:30 AM to 4:30 PM.
- B. There are file cabinets and other furniture items that will have to be moved away from walls in order the prep and paint. The work will be done by a crew organized for regular night and or weekend work.

CONTRACTOR'S AGREEMENT

- A. During the performance of this contract, the contractor agrees to comply with all provisions of the Executive Order 11246, as amended, relative to provisions of the Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- B. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

ARBITRATION

- A. All claims, disputes, and other matters in question arising out of or relating to this contractor concerning the performance or interpretation thereof may be submitted to arbitration as provided for under the General Laws of Rhode Island, 1956, Title 37, Chapter 16.

SIGNS

- A. Display no signs of advertising of any kind on site except as approved or as required by authorities having jurisdiction.

WORK NOT SPECIFIED

- A. Work described herein concerning which there are no particular specifications shall not relieve Contractor from furnishing and installing same. Review these documents carefully for miscellaneous work not specified, and perform such work with materials and workmanship of best quality.

USE OF THE PREMISES

- C. Since the premises are occupied, work is to be done as expeditiously as possible and with as little inconvenience and without danger to occupants. The Contractor needs to be aware of meetings that are scheduled after hours in the Town Council Chambers, during those evenings, work in this area should not be scheduled. Leave unobstructed way along hallways, stairs and elevator for participants to reach the meeting, except as

TOWN OF SMITHFIELD

RHODE ISLAND

approved by Town. Conduct work in such manner as required to allow continued operation, use and function of buildings and premises with minimum interference. Schedule working consultation with the Town Building Official or his representative.

PROTECTION OF PERSONS AND PROPERTY

- A. Provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the Town's personnel and the public from hazards resulting from the work performed hereunder.
- B. Take all proper precautions to protect the Town's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the work, unless designated to be permanently removed or demolished.
- C. When regulated by local building code or other Town ordinances, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of the paragraph shall be in addition to, not in lieu of, other protection requirements contained in these Contract Documents.

SAFETY AND HEALTH

- A. Provide protective devices required by authorities having jurisdiction. Take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against occurrence of happening of any accident, injury or hurt to any person or object during progress of work. Keep all passageways clear and safe. Comply with provisions of Federal Laws and regulations, as amended to date as follows:
 - 1. Occupational Safety & Health Act of 1970, Public Law 91-596.
 - 2. Part 1510-Occupational Safety & Health Standards, Chapter XVII of Title 29, code of Federal Regulations.
 - 3. Chapter XIII of Title 29, Code of Federal Regulations, Part 1518-Safety and Health Regulations of Contraction (36FR 75).

INDEMNIFICATION

- A. Notwithstanding any approvals or instructions which may be obtained from the Town in connection with use of premises, the Contractor agrees to indemnify and save the Town harmless from and against any and all costs, loss expense, liability, damages or claims for damages, including costs of defending any action on account of any injury or damage to building improvements or property of the Town, of any person, firm, corporation, or association and on account of any injury including death, to any person

**TOWN OF SMITHFIELD
RHODE ISLAND**

or persons arising or resulting from the work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and his and their agents, or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

- B. Asbestos Material Identification and Removal: During operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered, the Contractor shall notify the Town at once, stop work in the area of concern and not proceed in that area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Town shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of contractors or subcontractors nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor. Therefore, except for claims and damages arising from negligent acts, errors or omissions of the Town, the Contractor shall hold harmless and indemnify the Town from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

REPORTS AND INFORMATION

- A. Performance of work under this contract will be monitored. Provide information, as may be requested, in form as required, pertaining to matters covered by this contract.

RECORDS

- A. Maintain records with respect to matters covered by this Contract for a period of three years after receipt of final payment. Document costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and property of charges or conditions of employment or purchasing. Maintain records readily accessible, clearly identified and available for audit by the Town.

TERMINATION OF THE CONTRACT

- A. If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he or she fails to make prompt payment to subcontractor or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public Town having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Town may, without prejudice to any right or remedy and after giving the Contractor and his Surety seven (7) days written notice, take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is

TOWN OF SMITHFIELD

RHODE ISLAND

finished. If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Town's additional expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Town. This obligation for payment shall survive the termination of the Contract.

SUBMITTALS AND SUBSTITUTIONS

**DEFECTIVE MATERIALS, INSPECTION AND TESTING OF MATERIALS FURNISHED,
SAMPLES AND ORDERING LISTS:**

- A. No materials shall be laid or used which are known, or may be found, to be in any way defective. Any materials found to be defective at the site of the work or upon installation shall be replaced by the contractor at his own expense. Notice shall be given to the Town of any defective or imperfect material. Defective or unfit material found to have been laid shall be removed and replaced by sound and unobjectionable material without additional cost to the Town.
- B. All materials furnished by the contractor are subject to thorough inspections and tests by the Town.
- C. The contractor shall submit samples for testing purposes as required by the Town and Town's representative of the various materials used on the contract.
- D. All ordering lists shall be submitted by the contractor to the Town and Town's representative for approval and shall be approved before the ordering of the materials.

SANITARY REGULATIONS:

- A. Adequate sanitary conveniences are available for use of workers on the premises, proper use of such facilities shall be strictly enforced.
- B. The contractor shall rigorously prohibit the committing of nuisances upon the Town's property or upon adjacent property.

COMPLETENESS OF WORK:

- A. All other work and all other materials, equipment and labor of whatever description necessary for carrying out the full intent of the specifications, as interpreted by the Town or Town's representative, shall be provided by the contractor, and payment therefore will be considered as included in the unit and lump sum prices bid in the Proposal.

WORK INCLUDED:

- A. The work included under subject contract shall consist of the furnishing of all labor, superintendence, equipment, tools, materials and appliances and in performing all

**TOWN OF SMITHFIELD
RHODE ISLAND**

operations, appurtenant and related work necessary or desirable for properly performing and completing within the time stipulated, the work as above described and hereinafter more particularly specified, in strict accordance with these specifications, and subject to the terms and conditions of the contract.

WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE SPECIFICATIONS:

- A. The work, during its progress and at its completion, shall conform to requirements shown on the specification and to the directions given by the Town from time to time, subject to such modifications or additions as it shall determine to be necessary during the execution of the work; and in no case will any work be paid for in excess of such requirements. The work shall also be accomplished in accordance with the data in these specifications.

ORDERS TO SUPERVISOR OF CONTRACTOR:

- A. Whenever the contractor is not present on any part of the work where it may be desired to give directions, the orders given shall be received and obeyed by the superintendent or foreman appointed by the contractor who has charge of that particular work in reference to which the orders may be given.

COMPETENT HELP TO BE EMPLOYED:

- A. The contractor shall employ experienced foremen, craftsmen and other workmen competent in the work in which they are to be engaged.

WORK AREA PREPARATION

Measures include, but are not limited to, the following:

- A) Access to work area shall be limited to Authorized Workers Only.
- B.) Maintain Barriers in place until such time as all painting work has been completed and area has been properly cleaned.
- C.) Cover all open windows and doors with 6 Mil Poly, line interior of window to prevent migration of paint dust and chips to interior of building.

CONTRACTOR RESPONSIBILITY

1. The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and personnel occupying the site. The contractor is responsible for providing medical records of personnel as required by Federal, State, and local regulations. The contractor shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself/herself, their employees, or subcontractors.

**TOWN OF SMITHFIELD
RHODE ISLAND**

2. The contractor shall be responsible to dispose of all debris in accordance with all applicable regulations.

WORKER PROTECTION – LEAD PAINT REMOVAL

This section describes the equipment and procedures required for protecting workers against contamination and other workplace hazards. All workers involved in any aspect of the de-leading activities will wear appropriate protective equipment.

Goggles/Face Shield: Provide eye protectors (goggles/face shield) as required for workers involved in scraping, sanding, or any other activity which may potentially cause eye injury.

Gloves: Provide work gloves to all workers and require that they be worn at all times in the work area.

Respiratory Protection: Appropriate respirator selection is dependent upon the intensity of the airborne concentration of lead exposure. OSHA guidelines for respirator selection per 29 CFR 1910.1025(f)(2) are:

- 1.) A half-face air-purifying respirator equipped with high efficiency (HEPA) filters shall be used when the 8-hour TWA is not in excess of 0.5 mg/m³ or air (10 x PEL)
- 2.) A full-face air purifying respirator equipped with high efficiency (HEPA) filters shall be used when the 9-hour TWA is not in excess of 2.5 mg/m³ of air. (50xPEL)
3. Any powered air-purifying respirator equipped with high-efficiency (HEPA) filters or any supplied air respirator operated in positive pressure mode shall be used when the 8-hours TWA is not in excess of 50 mg/m³ of air. (1000 X PEL)

Respiratory compliance per task for work on this project will be as follows:

Half-face negative pressure respirator equipped with high efficiency (HEPA) filters may be utilized for:

- Scraping of peeling paint
- Window and sash removal
- Clean-up

Powered air-purifying respirator (PAPR) equipped with high efficiency (HEPA) filters must be utilized for:

- Scraping of peeling and loose paint on the exterior sections.
- Anytime airborne concentrations of lead exceed the 8-hour TWA of 2.5 mg/m³

TOWN OF SMITHFIELD
RHODE ISLAND

WARNING SIGNS AND SITE SECURITY

Prior to the commencement of work, the contractor shall establish Regulated Areas around the work area with yellow caution tape. The contractor shall post caution signs on the tape as well as all approaches to the work area.

**WARNING
LEAD PAINT REMOVAL HAZARD
NO SMOKING, EATING OR DRINKING
ENTRY AUTHORIZATION REQUIRED**

Lettering will not be smaller than two inches tall and shall be posted at a sufficient distance from the work area to permit a person to read the sign and take precautionary measures to avoid exposure to lead. Once work commences, access to the work area shall be strictly limited to workers, the owner or his agent, inspectors or any personnel authorized by the owner.

WORK AREA PREPARATION PROCEDURES – LEAD PAINT REMOVAL

The following procedures are to be followed prior to commencement of abatement activities:

A. Containment Area:

1. The contractor shall establish a Regulated Area using yellow caution tape in the area of the building where the work will take place
2. No person shall enter the work area unless authorized by the Contractor or owner.

B. Work Area Preparation:

1. Pre-clean all surfaces to be worked on using HEPA vacuums.
2. Cover floor immediately below area (at least eight (8) feet from the area) with 6 mil polyethylene sheeting.
3. There shall be no cavity in the polyethylene sheeting created that would allow lead dust to accumulate, which cannot be removed by the HEPA vacuum.

LEAD PAINT

Rhode Island concentrates primarily on the condition of the paint to determine whether it is lead-safe or not. Paint that is intact (and not on a friction surface) is considered lead-safe regardless of the lead content. Paint that is not intact is considered a hazard unless it can be determined by laboratory analysis (AAS) to be under the lead-free standards of 150 ppm. Therefore, the inspection of paint in Rhode Island is primarily an inspection of the condition of paint on all surfaces, with representative XRF testing used to estimate the concentration of lead for informational purposes. Owners can opt to have paint sampled by a laboratory, but this is often very costly and usually results in the paint being positive anyway in all but the newest homes due to the low standards for lead-free paint.

TOWN OF SMITHFIELD
RHODE ISLAND

Lead Hazard Reduction

The following summarizes the RI regulations pertaining to lead hazard reduction:

The following activities are not considered lead hazard reduction for the purposes of the RI Regulations and may be done by a property owner/agent:

Removal/replacement of windows and doors if the removal/replacement does not involve on-site removal of paint and provided that any visible paint chips or dust generated from the removal/replacement activity is cleaned up immediately upon completion.

Spot removal of interior lead-based paint if the surface area from which paint is to be removed is less than fifteen square feet in any dwelling unit and less than three square feet in any common area, provided that no room or common area contains more than four components with damaged lead-based paint. For the purposes of this spot removal exemption, windows and doors shall not be counted as damaged components if removed or replaced.

Temporary lead hazard control measures provided that such measures do not include removal of lead-based paint.

Cleaning of lead-contaminated dust, which was not generated during lead hazard reduction work.

A licensed lead hazard reduction contractor is not required for exterior lead abatement of lead-based paint, dust or soil.

removed

removed

TOWN OF SMITHFIELD
RHODE ISLAND

Approved Lead Hazard Reduction Techniques for Painted Surfaces

Lead-based paint maybe removed by wet hand-scraping, with or without the use of a heat gun; dry hand scraping of interior surfaces, with or without the use of a heat gun; wet sanding; “feathering” of interior surfaces and utilization of non-flammable chemical strippers which do not contain methylene chloride.

Lead-based paint may be covered by:

Encapsulation or enclosure of wall or ceiling surface(s) with an encapsulant approved by the manufacturer for the intended use, with a “drop ceiling”, or with gypsum boards, fiberglass mats, vinyl wall coverings, Formica, tile, paneling, vinyl or aluminum siding, or other durable material that does not readily tear, chip or peel; or

Encapsulation or enclosure of floor surface(s) or stairs with an encapsulant approved by the manufacturer for the intended use, or with tile, vinyl flooring or stair treads (covering minimally the high traffic areas of stairs), wall-to-wall carpeting, wood or stone; or

Encapsulation or enclosure of woodwork surface(s) with an encapsulant approved by the manufacturer for the intended use, or with plastic (excluding plastic sheeting), metal, aluminum, vinyl, or wood; or

Reversal of the component parts of a woodwork surface(s) such that no lead-containing surface remains exposed, and all seams are caulked and sealed.

The only acceptable lead hazard reduction methods for lead-based paint friction surfaces are: removal and replacement of lead-containing components with new or lead-free components.

TOWN OF SMITHFIELD
RHODE ISLAND



ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: RFP# 23-0617 - Town Hall – Interior Painting Services	
Date and time to be opened: Tuesday, July 18, 2021 at 10:00 AM	
Vendor Name:	
Vendor Address:	
City, State, Zip:	
Soc. Sec. # or Fed. Id #:	

WHEREAS, the TOWN OF SMITHFIELD has duly asked for proposals for performance of services and/or supply of goods in accordance with the indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

This offer will remain open and irrevocable until the TOWN OF SMITHFIELD has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the TOWN OF SMITHFIELD will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

1. BASE BID: All Common Areas – corridors/hallways, restrooms, stairways and conference rooms.

Project Cost:

\$ _____ (In words) \$ _____ (In figures)

2. ALTERNATE 1: Lower Level – Engineering, Building/Zoning and Planning Departments.

a. Engineering Office Cost:

\$ _____ (In words) \$ _____ (In figures)

b. Building/Zoning Office Cost:

\$ _____ (In words) \$ _____ (In figures)

c. Planning Office Cost:

\$ _____ (In words) \$ _____ (In figures)

TOWN OF SMITHFIELD
RHODE ISLAND
COST PROPOSAL FORM - continued

3. ALTERNATE 2: 1st Floor Areas – IT, Town Clerk, Controller, Tax Collector (front counter).

a. Offices of; IT Director, Controller, Tax Collector (front counter) - Cost:

\$ _____ (In words) \$ _____ (In figures)

b. Town Clerks Office Cost

\$ _____ (In words) \$ _____ (In figures)

4. ALTERNATE 3: 2nd Floor Areas – Town Council Chambers, Town Manager, EMA Director.

a. Offices of; Town Manager, EMA Director - Cost:

\$ _____ (In words) \$ _____ (In figures)

b. Town Council Chambers Cost:

\$ _____ (In words) \$ _____ (In figures)

CONTACT INFORMATION

CONTACT PERSON NAME

EMAIL: _____

PHONE: _____

FAX: _____

AUTHORIZED SIGNATURE

TITLE



memorandum

DATE: July 6, 2023

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: **WRWC Memorandum of Understanding**

At their meeting held on Wednesday, July 5th, the Smithfield Conservation Commission reviewed the Memorandum of Understanding drafted by both the Town and the Woonasquatucket River Watershed Council for use of the Leo Bouchard Conservation Center.

The Conservation Commission recommended that the Town Council approve the Memorandum of Understanding as drafted.

MOTION:

That the Smithfield Town Council hereby authorize a Memorandum of Understanding with the Woonasquatucket River Watershed Council for use of the Leo Bouchard Conservation Center located at 5 Waterview Drive (AP 46, Lot 215).

MEMORANDUM OF UNDERSTANDING

between the

Town of Smithfield

64 Farnum Pike

Smithfield, Rhode Island 02917

and the

Smithfield Conservation Commission

and the

Woonasquatucket River Watershed Council

45 Eagle St. Suite 202

Providence, Rhode Island 02909

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into between the Woonasquatucket River Watershed Council (“WRWC”), Smithfield Conservation Commission (“SCC”), both Rhode Island non-profit organizations, and the Town of Smithfield (“Town”) (hereinafter “the Parties”) from the execution date of this MOU in perpetuity.

WHEREAS, the Town owns the Leo Bouchard Conservation Center (Center), located at 5 Waterview Drive in Smithfield, RI 02917 (Plat 46, Lot 215).

WHEREAS, the Center includes all permeant interior and exterior infrastructure, including but not limited to: the building, including its structure, doors, windows, HVAC, plumbing & electrical systems, etc.; utility infrastructure, including water, sanitary, electricity, etc.; driveway and parking spaces; retaining walls, riverbank and fencing; trees; river dock, trails, and other outdoor public spaces.

WHEREAS, the SCC represents the Town and manages the Center on its behalf.

WHEREAS, the WRWC serves and provides expertise in coordinating, managing, promoting, and assigning management and operational roles relating to the planning, operation, and cleanup of certain events occurring in conjunction with the other parties listed in this agreement.

The Parties therefore agree:

1. The WRWC will use the Center as a Youth Environmental Education Center that will benefit Smithfield youth, adults and visitors for environmental education and recreational activities in perpetuity.

2. The Town and/or the SCC are responsible for the following:
 - a. Arranging and paying for all utility services (e.g., water, electricity, etc.)
 - b. Upkeep, maintenance, and repairs of the Center
 - c. Maintaining the Center in an operational manner
 - d. Maintaining property insurance
3. WRWC is responsible for the following:
 - a. Paying for and maintaining improvements to the Center that pertain solely to WRWC environmental and recreational activities, including exhibits, materials, and equipment.
 - b. Maintaining workers' compensation and liability insurance naming the Town and SCC as additionally insured.
4. The Parties agree to the following relative to operations at the Center:
 - a. Develop and maintain a method to reserve the Center

TERM OF OCCUPANCY

The Parties agree that the Center is to be used by all Parties.

LIABILITY

With the exception of the Indemnification obligation stated below, no liability will arise or be assumed between the Parties as a result of this MOU.

RENT AND TERM

The arrangements made by the Parties by this MOU shall remain in place for a term of ten (10) years commencing July 1, 2023 and terminating June 30, 2033. In lieu of rent the WRWC will invest up to One Hundred Thousand Dollars (\$100,000), through grant funds already received, in capital improvements and developing and purchasing educational exhibits for the Center over the term (see Exhibit A for planned improvements).

GOVERNING LAW

This MOU shall be construed in accordance with the laws of the State of Rhode Island.

ASSIGNMENT

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

AMENDMENT

This MOU may be amended or supplemented in writing, if the writing is signed by the party obligated under this MOU.

SEVERABILITY

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

INSURANCE

During the Term, WRWC shall maintain Commercial General Liability Insurance (CGL) with broad form of Contractual General Liability Endorsement, providing for a per occurrence limit of liability of not less than Five Million Dollars (\$5,000,000) for all damages arising out of bodily injury or property damage. If WRWC's CGL policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. WRWC will provide evidence of its General Liability policy to the Town of Smithfield and name the Town of Smithfield and Smithfield Conservation Commission as Additional Insureds to the policy. WRWC shall furnish the Town of Smithfield with proof of the above insurance policies on an annual basis.

WRWC shall maintain in full force at all times during the lease agreement Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury and/or property damage. If WRWC's automobile liability policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. WRWC will provide evidence of its auto liability policy to the Town of Smithfield and name the Town of Smithfield and Smithfield Conservation Commission as Additional Insureds to the policy. If WRWC does not own any vehicles, WRWC should have Hired/Non-owned auto coverage with a \$1,000,000 Combined Single Limit.

WRWC shall maintain in full force at all times Workers' Compensation. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability insurance in the amount of \$500,000 each policy, \$500,000 each accident and disease. WRWC shall furnish evidence of the same to the Town of Smithfield on an annual basis. In the event WRWC is exempt from workers' compensation as a sole proprietorship, WRWC will present proof of said exemption in the form and manner approved by the Rhode Island Department of Labor.

INDEMNIFICATION

The WRWC agrees to defend, indemnify, and hold harmless the Town of Smithfield and Smithfield Conservation Commission, including reasonable attorneys' fees, from any and all claims and liabilities or damages arising from its acts or omissions and/or from the acts or omissions of its students, servants, agents, and employees in connection with the Project.

The Town of Smithfield and Smithfield Conservation Commission agree to defend, indemnify, and hold harmless the WRWC, including reasonable attorneys' fees, from any and all claims and liabilities or damages arising from its acts or omissions and/or from the acts or omissions of its students, servants, agents, and employees in connection with the Project.

PRIOR MEMORANDUM SUPERSEDED

This MOU constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

ADDITIONALLY

1. If any Party fails to enforce any provision of this MOU, that failure does not waive the provision or its right to enforce it.
2. Each Party certifies that each respective entity is in compliance with State laws relating to workers' compensation coverage. The Parties acknowledge and agree that their respective employees and agents will not be considered employees of any other Party. Any claims that may arise on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way any other Party's obligation or responsibility.
3. This Agreement is executed, delivered, and accepted upon the express terms, covenants and conditions herein, which terms, covenants, and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

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: Alicia J. Lehrer, Executive Director; Woonasquatucket River Watershed Council
45 Eagle Street, Suite 202, Providence, RI 02909-1082

LESSOR: Randy R. Rossi, Town Manager; Town of Smithfield
64 Farnum Pike, Smithfield, RI 02917

Donald T. Burns, Chair, Smithfield Conservation Commission
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.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

Signatures

_____	_____
Randy R. Rossi, Town Manager, Town of Smithfield	Date

_____	_____
Donald T. Burns, Chair, Smithfield Conservation Commission	Date

_____	_____
Alicia J. Lehrer, Executive Director of WRWC	Date

Notaries (as needed)

Exhibit A

WRWC's Planned Improvements at Leo Bouchard Center

Outdoor Improvements

IMPROVEMENT	ESTIMATED COST
Landscaping Wall Repairs	\$ 4,276
Landscape & Green Infrastructure	\$ 37,616
Gutter System & Rain Barrels	\$ 5,092
*Natural Patio Area Improvements	\$ 6,892
*Outdoor Furniture & Art	\$ 5,200
Storage Shed	\$ 25,000
*Roof for Canoe Storage	\$ 7,030
*Front Facia Repair	\$ 3,500
WRWC Exterior Signage	\$ 1,908
Waterline Installation – <i>Completed by Smithfield</i>	\$ 5,000

Interior Improvements

IMPROVEMENT	ESTIMATED COST
*Ceiling Repairs	\$ 2,800
*Floor Repairs	\$ 7,670
*Layout Reconfiguration	\$ 5,064
Electrical Improvements – <i>Partially Completed In-Kind</i>	\$ 2,500
*Interior Artwork	\$ 1,000
*Interior Storage Improvements	\$ 7,000
Indoor Bathroom Fixtures – <i>Completed by Conservation Com.</i>	\$ 5,000
*Educational Supplies	\$ 30,000
*WiFi Infrastructure	\$ 2,000

*Highest priorities. Other improvements will be completed as funding allows.