

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
September 5, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, SEPTEMBER 5, 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)(2); Potential Litigation and Section 42-46-5(a)(1) Personnel; to interview Marcie DiOrio for possible reappointment to a Town board or commission.

7:00 P.M. AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Smithfield Samaritan Award – Barbara Hebert, Creative Hair Design.
 - B. Public Trust Declaration Presentation.
- VI. Minutes:
 - A. Move that the minutes of the August 8, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to consider, discuss and act upon a potential land purchase and Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Patricia Williams and Paul Harrison for possible appointment to a Town board or commission be approved as recorded and sealed.
 - B. Move that the minutes of the August 8, 2023 open session meeting be approved as recorded.
 - C. Move that the minutes of the August 24, 2023 work session meeting with the Planning Board be approved as recorded.

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

1. Boyle Athletic Complex Building Committee appointment.

VIII. Public Hearings:

A. Schedule a public hearing on October 3, 2023 to consider, discuss, and act upon Zoning Ordinance amendments to Section 5.11.5 “Principal Solar Energy Systems” and Section 5.11.6 “General Requirements for Accessory and Principal Solar Energy Systems” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

B. Conduct a public hearing to discuss and act upon the possible suspension, revocation, or other sanction regarding the listed Victualling Only License due to non-renewal or non-compliance with all the conditions of renewal:

1. The Level 10 Nutrition Club, LLC d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road (Failure to produce a copy of the Retail Sales Permit)

IX. Licenses: None

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing a request for proposals for drainage, maintenance, loam & seed and tree plantings within the Deer Run Estates subdivision.

B. Consider, discuss, and act upon authorizing Change Order #1 with Coyne Mechanical, Inc. in the amount of fifty-one thousand, one hundred and seventy-five dollars and zero cents (\$51,175.00) for work associated with the rooftop units replacement project at the Smithfield High School.

C. Consider, discuss, and act upon authorizing the Rhode Island Community Learning Center Compact as an addendum to the Learn365RI Municipal Compact.

D. Consider, discuss, and act upon authorizing a contract, through the RI Master Price Agreement, with HP Inc. in an amount not to exceed twelve thousand, one hundred and sixty-dollars and zero cents (\$12,160.00) for sixteen (16) new laptops for the Smithfield Fire Department.

E. Consider, discuss, and act upon authorizing a request for proposals for the sale of the William Winsor Elementary School pending final approval by the Town Solicitor.

F. Consider, discuss, and act upon approving tax abatements in the amount of twenty-eight thousand, six hundred, twenty dollars and ninety-five cents (\$28,620.95).

XII. Public Comment.

XIII. Adjournment.

AGENDA POSTED: THURSDAY, AUGUST 31, 2023

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



SMITHFIELD SAMARITANS

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

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

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

DATE OF SUBMISSION:

NOMINATOR INFORMATION:

Name: _____

Address: _____

Email: _____

Phone: _____

NOMINEE INFORMATION:

Name: _____

Address: _____

Email: _____

Phone: _____

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

[illegible]

Thank you for your nomination.

Resolution
Dedicating Certain Municipal Land as Public Trust Land
in Accordance with 45 R.I.G.L. 36.1-3

It is hereby , RESOLVED, that the following municipal land is placed in public trust to be perpetually protected from conversion to a use other than the use for which it was originally obtained and from development that is inconsistent with its primary purpose as a recreation, open space, and/or natural resource land of the Town of Smithfield and the State of Rhode Island and as a natural environment for the people of the Town of Smithfield and the State of Rhode Island in accordance with 45 R.I.G.L. 36.1-3.

A copy of this resolution shall be recorded by the Town Clerk in the land evidence records of the Town of Smithfield for each parcel listed below.

Title 45

Towns and Cities

Chapter 36.1

Municipal Public Trust Dedication

R.I. Gen. Laws § 45-36.1-4

§ 45-36.1-1. Legislative purpose.

The purpose of this chapter is to provide a voluntary mechanism for cities and towns to use to dedicate a park, or other conservation land that it owns, as public trust land in perpetuity in order to ensure preservation of the natural environment and public access to the land for outdoor recreation and to ensure that the land is not converted to a use other than the use for which it was originally obtained and remains predominantly undeveloped and continues to provide open space benefits. People rely on their parks and other public open spaces and conservation land as stable, reliable places of comfort, rest, and renewal in their lives. People make decisions on where to reside and work based on proximity to these places. They expect that these places will always be there for them. This expectation is supported by R.I. Const., Art. I, § 17, which states the people: "shall be secure in their rights to the use and enjoyment of the natural resources of the state with due regard for the preservation of their values; and it shall be the duty of the general assembly to provide for the conservation of the air, land, water, plant, animal, mineral and other natural resources of the state, and to adopt all means necessary and proper by law to protect the natural environment of the people of the state by providing adequate resource planning for the control and regulation of the use of the natural resources of the state and for the preservation, regeneration and restoration of the natural environment of the state."

§ 45-36.1-2. Power to declare municipal land as public trust land.

Pursuant to the proper delegation of powers vested in the general assembly by R.I. Const., Art. I, § 17, cities and towns may formally dedicate any property they hold that was donated to the city or town, or acquired by the city or town for use as a park or for other conservation purposes as a public trust land, to be perpetually protected from conversion to a use other than the use for which it was originally obtained and from development that is inconsistent with the primary recreation, open space, and natural resource purposes as a natural resource land of the state and as a natural environment for the people of the state and to reduce risks of confusion or misunderstanding regarding acceptable and non-acceptable uses of land held by a municipality for outdoor recreation, open space benefits, and natural resource conservation.

§ 45-36.1-3. Process for municipal declaration of municipal land as public trust land.

Cities and towns may formally dedicate any property they hold for use as a park or for other conservation purposes as a public trust land, to be perpetually protected from conversion to a use other than the use for which it was originally obtained and development that is inconsistent with its primary purpose as a recreation, open space, and/or natural resource land of the state and as a

natural environment for the people of the state through a duly approved resolution of a city or town council or through any other legally sufficient municipal process. The resolution or other municipal approval shall be recorded in the municipal land evidence records.

§ 45-36.1-4. Restrictions applicable to municipal public trust land.

Once a city or town dedicates property it holds as a public trust land, the land shall be perpetually protected from conversion to a use other than the use for which it was originally obtained and development that is inconsistent with its primary purpose as a recreation, open space, and natural resource land of the state and as a natural environment for the people of the state. Acceptable uses of the land so dedicated shall only be those that perpetuate outdoor recreation, open space benefits, and natural resource conservation on the land.

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, August 8, 2023

Place: Smithfield Town Hall

Time: 6:15 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, August 8, 2023 Smithfield Town Council Meeting to order at 7:00 p.m.

At 6:15 p.m., a motion was made by Member Kilduff, seconded by Vice President Iannotti, to 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 consider, discuss and act upon a potential land purchase and Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Patricia Williams and Paul Harrison for possible appointment to a Town board or commission.

At 6:57 p.m. a motion was made by Member Tassoni, seconded by Member Kilduff, to adjourn the executive session and seal the minutes. The motion was unanimously approved.

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

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification.

V. Presentations: None

VI. Minutes:

A. Move that the minutes of the June 8, 2023 work session meeting be approved as recorded.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the June 8, 2023 work session meeting be approved as recorded. **Motion is approved by unanimous a 5/0 vote.**

B. Move that the minutes of the July 11, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to consider, discuss and act upon the potential disposition, sale or lease of surplus Town Property be approved as recorded and sealed.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the July 11, 2023 executive session meeting minutes be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

C. Move that the minutes of the July 11, 2023 open session meeting be approved as recorded.

Motion is made by Member Tassoni, seconded by Vice President Tassoni, that the minutes of the July 11, 2023 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

A. Boyle Athletic Complex Building Committee.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Jose Libano to replace Dan Kelley on the Boyle Athletic Complex Building Committee. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings:

A. Schedule a public hearing on September 17, 2023 to consider and act upon amendments to Chapter 321 of the Code of Ordinances entitled "Taxation" to amend Article VI "Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property".

Vice President Iannotti thanks the Town Solicitor for putting the changes together. Vice President Iannotti explains that these changes are being made as a result of the last Town Council meeting when they voted on the Bay Crane Tax Stabilization Agreement in which the council saw how these agreements, when not submitted in a timely manner, can interfere with the entire budget process. Vice President Iannotti further explains that these amendments will allow the council to ensure and require that any applications for Tax Stabilization Agreements are submitted prior to January 31st if they are going to apply to the tax year that follows on July 1st.

Vice President Iannotti also explains that this agreement would require that the Budget Board would provide a written recommendation to the Town Council.

Vice President Iannotti thanks Member Toppi for her suggestion, which is included in the amendments, that the Tax Assessor go to the location and do an inventory of the property that is subject to the tangible tax when there is such an application. Vice President Iannotti states that this also allows the Tax Assessor, in his discretion, to be able to hire an appraiser at the applicant's expense, if he deems so necessary.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby schedules a public hearing on September 19, 2023 to consider and act upon amendments to Chapter 321 of the Code of Ordinances entitled "Taxation" to amend Article VI

“Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing of Property”.
Motion is approved by a unanimous 5/0 vote.

- B. Schedule a public hearing on September 17, 2023 to consider and act upon amendments to Chapter 305 of the Code of Ordinances entitled “Stone wall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby schedules a public hearing on September 19, 2023 to consider and act upon amendments to Chapter 305 of the Code of Ordinances entitled “Stonewall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7. **Motion is approved by a unanimous 5/ 0 vote.**

- C. Consider scheduling a Show Cause Hearing on Tuesday, September 5, 2023 to consider, discuss and act upon the possible suspension, revocation, or other sanction regarding the listed Victualling Only License, due to non-renewal or non-compliance with the conditions of renewal:**

- 1. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swap Road (Failure to produce a copy of the Retail Sales Permit)**

Vice President Iannotti questions if they are still noncompliant. Town Clerk Antonuccio states that this establishment has not yet complied.

Member Toppi questions if this establishment has been before the council before. Town Clerk Antonuccio states that they appeared before the council in February or March because they had issues obtaining their Retail Sales Permit.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council schedules a public hearing on Tuesday, September 5, 2023 to consider, discuss and act upon the possible suspension, revocation, or other sanction regarding the listed Victualling Only License, due to non-renewal or non-compliance with the conditions of renewal:

- 1. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swap Road (Failure to produce a copy of the Retail Sales Permit)**

Motion is approved by a unanimous 5/0 vote.

IX. Licenses

- A. Consider, discuss and act upon approving one (1) One-Day Beer/Wine License for the Smithfield Senior Center as follows:**

- Hawaiian Luau to be held on Thursday, August 17, 2023 from 12:00 p.m. to 3:00 p.m.**

The party will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 12:00 p.m. to 3:00 p.m., as applied, subject to all State regulations and local ordinances.

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

- Hawaiian Luau to be held on Thursday, August 17, 2023 from 12:00 p.m. to 3:00 p.m.

The party will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 12:00 p.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.

- B. Consider, discuss and act upon approving one (1) Special Event License for Revive the Roots for “Rootstock”, 374 Farnum Pike on the following date:**

- Saturday, September 23, 2023 from 12:00 pm. to 7:00 p.m.

All Special Event Licenses for Revive the Roots are subject to compliance with all State regulations, local ordinances and a final electrical inspection.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve one (1) Special Event License for Revive the Roots for “Rootstock”, 374 Farnum Pike on the following date:

- Saturday, September 23, 2023 from 12:00 pm. to 7:00 p.m.

All Special Event Licenses for Revive the Roots are subject to compliance with all State regulations, local ordinances and a final electrical inspection.

Motion is approved by a unanimous 5/0 vote.

- C. Consider, discuss and act upon approving a new Holiday Sales License for Tan Sons Enterprises, Inc. d/b/a “Shop N Go”, 105 Pleasant View Avenue, Unit C as applied subject to compliance with all State regulations and local ordinances.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve approving a new Holiday Sales License for Tan Sons Enterprises, Inc. d/b/a “Shop N Go”, 105 Pleasant View Avenue, Unit C as applied subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

X. Old Business:

- A. Consider, discuss, and act upon cancelling the September 5th Town Council meeting.**

Town Manager Rossi asks the members to consider denying the request to cancel the September 5, 2023 Town Council meeting.

Motion is made by Member Kilduff, seconded by Vice President Iannotti, that the Smithfield Town Council hereby denies the request to cancel the September 5, 2023 Town Council meeting.
Motion is approved by a unanimous 5/0 vote.

XI. New Business:

A. Consider, discuss, and act upon adopting a resolution establishing a Friendship Relationship between the Town of Smithfield and the City of Stepanakert in the Republic of Artsakh sponsored by Councilman John J. Tassoni, Jr.

Chairman Armenian National Committee of RI Stephen Elmasian explains that his committee has been successful in having a resolution adopted in Cranston and North Providence, and this resolution is on the docket on several other communities.

Mr. Elmasian further explains that in Artsakh, where Armenians have lived for 1,500 years, the Azeri's blockaded the connection between Artsakh and Armenia. Mr. Elmasian further explains that there is no food, medicine, supplies, and the Red Cross is unable to get through. Mr. Elmasian also explains that if drones are sent there, they are shot down. Mr. Elmasian is not sure how the 120,000 people, of which 30,000 are children, are surviving.

Mr. Elmasian assures the members this is not a financial agreement, this is just a way to say "we are your friends". Mr. Elmasian states that Rhode Island is the first state to recognize Artsakh.

Senator David Tikoian explains that this resolution means a great deal, not only to him, but to the Armenians in Rhode Island and Smithfield. Senator Tikoian thanks the members for entertaining the resolution, and Member Tassoni's sponsorship.

Vice President Iannotti expresses his sympathy for the Armenian people, who he feels, have suffered a genocide. Vice President Iannotti feels that that many countries, including this one, took way too long to acknowledge it.

Vice President Iannotti states that under the foreign policy of the United States, the United States government is the only entity in our country that can conduct foreign policy. Vice President Iannotti further states that the United States government does not recognize the Republic of Artsakh by that name, and the United Nations does not recognize Artsakh as a separate country. Vice President Iannotti also states that this section of the world is known as Nagorno-Karabakh.

Vice President Iannotti explains that this is a "hot issue" where there is violence and fighting, and the United States has been in negotiations there. Vice President Iannotti does not feel that Rhode Island or Smithfield taking a position on this would help. President Iannotti suggests that our United States Senator be contacted, as are responsible for foreign policy, and ask them to make this a priority to have a settlement of this issue.

Member Toppi states that, she too, is empathetic and sympathetic to the situation. Member Toppi further states that she thinks this resolution was drafted with good intention, however, she knows nothing about the situation. Member Toppi also states that she does not take people's word, and she likes to do her research. Member Toppi explains that the council only had four (4) days to review the council packet, and that is not enough time to research this situation.

Member Toppi further explains that she does not feel it is appropriate for her to vote on this item, and she will be abstaining. Member Toppi also explains that she does not have a position on this.

Member Kilduff feels this is an uncomfortable and awkward resolution to put before a local Town Council. Member Kilduff states that he hopes we do not do anything like this again in the future. Member Kilduff further states that he did not run for the Town government to engage in foreign politics, and he does not know enough about this country to say that the Town of Smithfield could establish a "friendship".

Member Kilduff also states that he is not going to vote no because he is in favor of whoever would like to be friends with Smithfield, however, he does not know enough to make a vote. Member Kilduff explains that he will be abstaining.

Motion is made by Member Tassoni, seconded by President Lawton, that the Smithfield Town Council hereby adopts a resolution establishing a Friendship Relationship between the Town of Smithfield and the City of Stepanakert in the Republic of Artsakh sponsored by Councilman John J. Tassoni, Jr. **Motion is approved by a 2/0 vote. Vice President Iannotti, Member Toppi and Member Kilduff abstain.**

- B. Consider, discuss, and act upon authorizing the Fire Department to purchase a Motorola MCC7500 Dispatch Console in the amount of three hundred, seventeen thousand, six hundred thirteen dollars and zero cents (\$317,613.00) with two hundred thousand dollars and zero cents (\$200,000.00) being funded from the RI Emergency Management Agency and one hundred seventeen thousand, six hundred thirteen dollars and zero cents (\$117,613.00) being funded from the Bryant Fire & Police Services billing account.**

Fire Chief Robert Seltzer explains that this is a joint project between RIEMA and Smithfield Public Safety. Chief Seltzer further explains that the Police Department and EMA are fulltime users of the RISCON system, and the Fire Department is a part time user. Chief Seltzer also explains that the Fire Department has limited capabilities on the network, meaning they can be overridden by other consoles that have a higher level of interface into the system.

Chief Seltzer states that the Fire Department wants to be a full time user because over the last few years, enhancements have been made to the RISCON system allowing better coverage in buildings and throughout the community.

Chief Seltzer further states that the Police Department was interested in putting this into a multiyear capital plan to get onto this system.

Chief Seltzer also states that the Smithfield fire dispatch is the northern regional control

center for mutual aid of all fire/EMS movement, and being on the RISCAN system allows for patching different frequencies together, and the current console does not interface at that level. RIEMA was interested in Smithfield getting on the system to better coordinate mutual aid responses.

Chief Seltzer explains that he met with their director and explained the department did not have the money to spend getting this in place, and RIEMA agreed to award the Town \$200,000 to partner on this project leaving a balance of \$117,613.00 (this balance would be funded through the Bryant Fire & Police Services billing account).

Chief Seltzer assures the members that this is a long-term technology, and the state will be staying with the RISCAN system.

President Lawton questions if this is the same item the Police Department recently acquired. Chief Seltzer explains that in their radios, working on a smart connect with all businesses, means that if they are out of range of the RISCAN system, it will go through the WIFI system. Chief Seltzer reminds the members this is only available on the RISCAN system.

Member Kilduff questions the creation of Bryant Fire & Police Services billing account which was to offset the fire and police cost that Bryant University was putting on the taxpayers. Town Manager Rossi explains that part of the agreement was to provide a dollar value for each run to Bryant, and that money was set aside in a fund to be used for public safety capital improvements.

Member Kilduff states this is one of the most expensive piece of equipment to come before the council since he has been a member. Member Kilduff questions the use of Apple watches, which now have walkie talkies, and the advancement of technology. Chief Seltzer explains that technology and cellphones cannot be used for critical infrastructure communications.

Member Kilduff questions if there has ever been a situation where our communications have failed the officers. Chief Seltzer confirms that has happened, and that is why the Police Department went over to RISCAN.

Member Toppi questions the WIFI connection. Chief Seltzer explains that if a signal is lost within a building, then it will automatically connect to WIFI.

Vice President Iannotti questions the balance of the Bryant Fire & Police Services billing account. Town Manager Rossi states there is a remaining balance of \$740,595.00.

Member Toppi questions if any other expensive items that would be taken out of that account in the near future. Chief Seltzer states he is not aware of anything at this time.

Motion is made by Member Tassoni, seconded by Member Kilduff, to approve the expense of \$117,613.00 for the balance needed to supplement the RIEMA award to purchase a Motorola MCC7500 communication console. Funding for the balance to be taken from the Bryant Fire & Police Services billing account. **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract addendum with Rosewood Consulting for grant administration and writing for an amount not to exceed forty-eight hundred dollars (\$4,800) per month for a period of twenty-four (24) months.

Town Manager Rossi explains that since June Ms. Andoscia has been very successful in obtaining grant money, and over the last year, Ms. Andoscia was able to help the Town obtain \$1.45M. Town Manager Rossi further explains that currently pending is an additional \$1.2M in grant money.

Ms. Andoscia explains that at the beginning of the year she starts to strategically plan what will be coming out for grants and look at large ticket items that can be underwritten grant funding as not to use funds from the Town budget freeing up additional revenue.

Ms. Andoscia further explains that she is humbly proud of the fact that the Town was able to get funding for the amphitheater, splash pad, police personnel, “Take it Outside, infrastructure for the growth district, and a congressional grant for water/sewer.

Vice President Iannotti questions if there is any limitation on the number of projects that she is able to work on based on the \$4,800 per month fee. Ms. Andoscia explains that there are no limitations, and the amount is inclusive of expenses.

Member Kilduff states that he has worked with Ms. Andoscia, and she is a great asset to the Town.

Member Toppi questions how long Ms. Andoscia has been the grant writer for the Town. Ms. Andoscia states she has been the grant writer for the Town for five (5) years.

Member Toppi states that the scope of Ms. Andoscia’s work seems to be more than grant writing, things such as PR and community outreach. Town Manager Rossi explains that Ms. Andoscia helped tremendously to promote the programs offered during COVID and making press releases when grants come to their fruition.

Member Toppi further states that her research showed Ms. Andoscia’s success in other cities/towns. Member Toppi questions if Ms. Andoscia has many clients. Ms. Andoscia states that she has a nice business base that she developed based on relationships that she cultivated with different agencies that provide funding.

Member Toppi questions if Ms. Andoscia works with just municipalities or with politicians as well. Ms. Andoscia states that she represents private industry (501C3, municipalities) but does not represent elected officials.

Motion is made by Member Kilduff, seconded by Vice President Iannotti, that the Smithfield Town Council hereby awards a contract for grant administration and writing services to Rosewood Consulting Company, LLC at a rate of \$4,800 per month from July 1, 2023 – June 30, 2025. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon the first amendment to the Land Lease Agreement of the Verizon Cell Tower located behind Fire Station #1, 607 Putnam Pike.

Member Toppi states that a billion dollar company wants to cut costs but yet it will fall on a small town.

Chief Seltzer explains that the Town has been working with a contractor who is not an employee of Verizon who is renegotiating cellphone tower agreements. Chief Seltzer further explains that they are looking to cut costs because most of the public safety users are switching to AT & T as it is supported by the government and is a priority network.

Chief Seltzer also explains that he expressed he was not happy with this, however, Verizon stated this was what they were willing to do.

Vice President Iannotti feels that there is no consideration being taken for those struggling to pay for their cellphones. Vice President Iannotti states that Verizon made \$136.8B in 2022 and a net income of over \$21B in 2022. Vice President Iannotti feels this is an outrage, and he will not vote for this.

Chief Seltzer explains that Verizon is renting the space, and the agreement states that if they leave the Town, they would take all of the equipment related to cellphones, and the Town would keep the tower.

Vice President Iannotti states that theoretically another company could use that tower. Vice President Iannotti further states that having a \$300 reduction over a five (5) year period is not a good deal for the Town.

Town Manager Rossi explains that the Town was only able to go so far making the final decision which is why it is before the council this evening. Town Manager Rossi feels that hearing from the council will give the Town the strength to go back to Verizon asking what else can be done.

Motion is made by Member Tassoni, seconded by Member Kilduff, to authorize the Town Manager and Fire Chief to continue negotiations with Verizon, at a dollar value no less than originally agreed upon **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon authorizing a request for a fire lane for the right-of-way behind 160 Stillwater Road as recommended by the Fire Marshal.

Chief Seltzer explains that this was vetted by the Fire Marshal and the owner and meets the requirements with regard to the Fire Code. Chief Seltzer further explains that based on the ordinance this request must come before the council for final approval.

Chief Seltzer also explains that the owner has agreed to maintain the fire lane, Chief Seltzer reminds the members that this is technically a private road, however, because it is open for public use a fire lane is allowed.

Vice President Iannotti states that it is noted to “limit parking to one side of the right of way and post fire lane – no parking anytime tow zone” signage. Vice President Iannotti questions if there is limited parking or no parking.

Chief Seltzer explains that there will be a fire lane on one side of the road and parking is allowed on the other side, however, with the width of the road, it will still give the Fire Department access to get fire apparatus through.

Vice President Iannotti states that this fire lane appears to abut many properties and questions if those property owners will be notified. Solicitor Gallone explains that legally there is no notification needed, however, they should be made aware of what is happening. Chief Seltzer explains that can they be notified.

Motion is made by Member Tassoni, seconded by Member Kilduff, to approve the fire lane request for the right-of-way behind 160 Stillwater Road as approved by the Smithfield Fire Marshal. **Motion is approved by a unanimous 5/0 vote.**

F. Consider, discuss, and act upon authorizing the Fire Department to purchase an ambulance cot, through the RI Master Price Agreement #370, for an amount not to exceed twenty-two thousand, two hundred seventy-five dollars and zero cents (\$22,275.00).

Chief Seltzer explains that the department has a new rescue coming, and the older stretchers with new loading systems. Chief Seltzer further explains this a demo model which has a cost reduction of \$5,000, and the funding will come from the capital reserve.

Member Toppi questions if this is mainly due to the weight limit. Chief Seltzer explains that with the new loading system attaches to the stretcher differently, and this would be the first bariatric stretcher that would support this much weight.

Motion is made by Member Tassoni, seconded by Member Kilduff, to approve the purchase of a Stryker ambulance cot for the price of \$22,275.00, to be purchased from Stryker Medical, as quoted per RI MPA #370. **Motion is approved by a unanimous 5/0 vote.**

G. Consider, discuss, and act upon authorizing the Smithfield Police Department to purchase a NICE Recorder from Intlx Solutions, Canton, MA, through the Massachusetts Higher Education Consortium, in the amount of thirteen thousand, two hundred eighty dollars and zero cents (\$13,280.00) with funds available through the Department’s Restricted Revenue Account.

Deputy Police Chief Eric Dolan explains that the department needs to upgrade the NICE system which records telephone and 911 calls coming into the station through 911. Deputy Dolan further explains that the upgrade is necessary because Rhode Island is phasing out their analog 911

phones and replacing them with IP phones, and the department's existing recorder does not support digital recordings.

Deputy Dolan also explains that the existing recorder was purchased through Business Electronic Holdings, Inc. and the service contract was recently extended through April 2024, through their partner Intlx Solutions. Deputy Dolan states that they have provided a quote for a new NICE recorder which comes with a one-year warranty, and BEI will continue to honor the current service contract after the product's one-year warranty has expired.

Member Toppi questions where the restricted revenue funds come from. Town Manager Rossi explains that administration fees for details and VIN checks, which the ordinance created for that fund.

Member Kilduff states that he uses the NICE system at work, which works via Internet Explorer, and he thinks it is awful. Member Kilduff questions if it works for the department. Deputy Dolan explains that the department does use it via Internet Explorer, and he is not sure if the new system will be able to upgrade. Deputy Dolan further explains that he is comfortable with it.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council authorize the Smithfield Police Department to purchase a NICE recorder from Intlx Solutions, Canton, MA, through the Massachusetts Higher Education Consortium, in the amount of \$13,280.00, with funds available through the department's Restricted Revenue Account.

Motion is approved by a unanimous 5/0 vote.

H. Consider, discuss, and act upon authorizing the Police Department to purchase four (4) fully equipped police vehicles from Colonial Municipal Group of Marlborough, MA, through the Greater Boston Police Council, in the amount of two hundred nineteen thousand, five hundred ninety dollars and forty cents (\$219,590.40) to be financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.

Police Captain Michael Smith explains that the department is seeking approval to purchase four (4) fully equipped police vehicles from Colonial Municipal Group of Marlborough, MA, through the Greater Boston Police Council, in the amount of \$219,590.40 to be financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.

Member Toppi questions the reason for this purchase. Captain Smith states that there are older cruisers that are no longer safe for daily operation, and they will be shifted down to spare vehicles or used for details.

Member Kilduff questions if the Town can sell them. Town Manager Rossi explains that the Town does sell them the department gets all of the "useful life" from those vehicles used at details. Town Manager Rossi further explains that the Town does maximize return through GovDeals, which is an online bidding service for municipal products.

Vice President Iannotti questions how the Capital Lease Fund works. Town Manager Rossi explains that the Capital Lease Fund allows the in-house leasing of capital projects, and a resolution

accompanies these items for the payback. Town Manager Rossi also explains that the Town is able to purchase the items in that year and a multiyear payback depending on what the item is, which is budgeted in the Operating Budget and transferred into that fund to pay it down. Town Manager Rossi states this avoids borrowing from a lender and paying lease fees and interest.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council authorize the Police Department to purchase four (4) fully equipped police vehicles from Colonial Municipal Group, Marlborough, MA, in the amount of \$219,590.40 through the Greater Boston Police Council bid and financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund. **Motion is approved by a unanimous 5/0 vote.**

I. Consider, discuss, and act upon adopting a resolution authorizing the financing of the purchase of Police Vehicles through the Smithfield Capital Lease Fund.

Member Toppi questions the purpose of the resolution. Town Manager Rossi explains that the resolution states the terms of what will be in the annual budget and the payback.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council authorizes the attached resolution as submitted. **Motion is approved by a unanimous 5/0 vote.**

J. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Sourcewell contract #060122, with ATS Equipment Inc. of Rehoboth, MA, for the purchase of a 3-ton vibratory roller for the Department of Public Works in an amount not to exceed forty-six thousand, nine hundred and ninety-five dollars and zero cents (\$46,995.00).

Public Works Director Gene Allen explains that this item, along with the two (2) following agenda items were approved in the capital improvements plan for this year.

Director Allen further explains that this 3-ton vibratory roller will replace the 1 ½ ton roller that is beyond repair, and when it broke down two (2) years ago, the department rented one on a monthly or weekly basis. Director Allen also explains this is a larger roller which will give the department more ability to compact the asphalt/gravel and provides a great deal more compaction which allows for a longer life for the asphalt.

Director Allen states that this roller is used three (3) seasons within a year.

Member Toppi questions the benefit of purchasing a roller rather than renting one. Director Allen explains that the Town has some areas that require larger patches, and unless leased for an entire year, the roller may not be available and work would not be able to be scheduled leading to temporary repairs.

Director Allen further explains this vibratory roller will allow the department to dig larger trenches than the department has been able to be done in the past.

Member Kilduff questions if the department has trailers large enough to handle a 3-ton vibratory roller. Director Allen states they do have a large enough trailer.

Member Toppi questions how long the warranty is. Director Allen explains that the warranty is for one (1) year.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Sourcewell contract #060122, with ATS Equipment Inc. of 51 Fall River Avenue, Rehoboth, MA 02769, the purchase of (1) Dynapac 3 ton vibratory roller as described in the attached detailed quote for the total cost of \$46,995.00. **Motion is approved by a unanimous 5/0 vote.**

- K. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Plymouth County Commissioners contract, with MHQ of Marlborough, MA, for the purchase of an F-350 Utility Service Vehicle for the Department of Public Works in an amount not to exceed ninety-one thousand, one hundred ninety-five dollars and sixty-one cents (\$91,195.61).**

Director Allen explains that he was able to find a better price on this vehicle through the Massachusetts Higher Education Consortium and the price was \$79,869.94 for the same vehicle which results in a savings of \$11,325.00.

Director Allen further explains that if the department were to get a new vehicle there would be a year to a year and half wait, however, this vehicle was a cancellation from another company that cancelled their order, and he has placed a hold on it pending the council's approval.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Plymouth County Commissioners contract with MHQ, of Marlborough, MA, for the purchase of one (1) F-350 utility service vehicle with a lift gate and plow package as described in the attached detailed quote for the total cost of \$79,869.94. **Motion is approved 5/0 vote.**

- L. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Sourcewell contract #031721-VRM, with Vermeer Corporation of Pella, IA, for the purchase of a brush chipper for the Department of Public Works in an amount not to exceed ninety thousand, two hundred sixty-seven dollars and zero cents (\$90,267.00).**

Director Allen explains that the department's current chipper is a 2002 model, and while it is "tired", it is still functional. Director Allen further explains that this particular chipper has many more improvements, and they are ergonomic improvements so that employees do not have to lift as much reducing injuries, and is much safer to operate.

Director Allen feels that it is important to have two (2) chippers in the event one breaks down.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Sourcewell contract #031721-VRM with Vermeer Corporation, of 1210 East Vermeer Road, Pella, Iowa 50219, for the purchase of (1) Vermeer BC150044VP chipper with winch, hydraulic chute, controls and extended warranty as described in the attached detailed quote for the total cost of \$90,267.00. **Motion is approved by a unanimous 5/0 vote.**

M. Consider, discuss, and act upon adopting a resolution authorizing the financing of a vibratory roller, an F-350 Utility Vehicle, and a brush clipper through the Capital Lease Fund.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council authorizes the attached resolution as submitted. **Motion is approved by a 5/0 vote.**

N. Consider, discuss, and act upon pole petitions from RI Energy Co. to install one new pole on Dean Avenue.

Director Allen explains that RI Energy is looking to move a pole back 2 ½ feet as it is currently located in a corner where there is not enough room.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve pole petition WR 30787844 from RI Energy Co. to install one new pole on Dean Avenue as described in the attached petition. **Motion is approved by a 5/0 vote.**

O. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract with Aharonian & Associates, Inc. for architectural services for phases 2 and 3 of the East Smithfield Neighborhood Center in an amount not to exceed twenty-eight thousand dollars (\$28,000.00) to be funded based on RI Master Price Agreement #494.

Historic Preservation Chair Robert Leach explains that this has been a community and collaborative effort and the council members helped to make this happen.

Member Kilduff questions if Aharonian & Associates completed Phase 1 in the timeframe that was provided. Mr. Leach explains that the timeframe was extended because there was additional asbestos abatement that was not shown in the first testing. Mr. Leach further explains that there are discoveries with historical buildings that are new. Mr. Leach also explains that they did everything they could to move this project forward.

Mr. Leach feels that the Town was lucky to have a builder that was not in a hurry although time is important, it is also important to keeping the price and debating it, and allowing a review before moving forward. Mr. Leach states that he is happy with some of the small compromises that had to be made, and everyone will be amazed at the final product.

Member Kilduff questions if Aharonian & Associates “hit the mark” after Phase 1 in terms of what the council approved for them to do with the funds. Mr. Leach explains that

taking into consideration time and materials, the Town did not want to “hamstring” them by saying this was a certain amount and having to make numerous change orders because Aharonian gave the Town a complimentary fee of \$125 per hour. Mr. Leach further explains that he is very happy with how reasonable they were, service, and pricing.

Vice President Iannotti questions the timeline for this project. Mr. Leach explains this project will be another none (9) months with a contingency making this project complete in one (1) year, which is the goal. Mr. Leach further explains this will allow Planner Phillips and Grant Writer Andoscia to garner monies to help fund this project so that the taxpayers are not paying for the whole project.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby authorizes the Town Manager to enter into a contract with Aharonian & Associates, Inc. for architectural services for phases 2 and 3 of the East Smithfield Neighborhood Center in an amount not to exceed twenty-eight thousand dollars (\$28,000.00) to be funded based on RI Master Price Agreement #494. **Motion is approved by a unanimous 5/0 vote.**

P. Consider, discuss, and act upon authorizing the dedication of the Deerfield Park Tennis Courts to be named the “Jack Lawrence Tennis Courts.”

Parks and Recreation Director Robert Caine explains that he is asking to have the Deerfield Park tennis courts named after Jack Lawrence who has been teaching the program for over fifty-five (55) years and was a teacher at the high school for many years as well.

Julie Reddy explains that Mr. Lawrence has dedicated so many years to this community in both tennis and teaching, and he still a substitute teacher at Smithfield High School and Pleasant View Elementary.

Member Toppi feels this is a well-deserved dedication.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the dedication of the Deerfield Park tennis courts to be named “JACK LAWRENCE TENNIS COURTS”. **Motion is approved by a unanimous 5/0 vote.**

Q. Consider, discuss, and act upon adopting a resolution requesting the Planning Department and Building and Zoning Department conduct a bollard installation study relative to new business construction sponsored by Councilman John J. Tassoni, Jr.

Member Tassoni explains that he feels both the Planning Department and Zoning Department should take a look at. Member Tassoni further explains that with new construction and glass from top to bottom, there are many public safety issues. Member Tassoni also explains that this is a study, and if they should decide to move forward, it will prospective.

Vice President Iannotti states that while there have recently been three (3) accidents, he questions if these are rare occurrences or have they occurred multiple times before. Vice President

Iannotti would like to get statistics from the Police Department as to the frequency of these occurrences and police reports to determine why these incidents happened. Vice President Iannotti feels that this should be done first or simultaneously. Vice President Iannotti reminds the members that this will add expense to construction, and bollards will not be very attractive in front of a business.

Member Tassoni states that many businesses are already installing them. Member Tassoni further states it is a public safety matter, and if the departments decide not to it, then it won't be done, however, they should look into it.

Vice President Iannotti states that he would like the public safety people look into it.

Member Kilduff feels this is a very reasonable and appropriate resolution. Member Kilduff also feels that a study will allow for the council to get a better idea of how to ensure the residents are being kept safe to the point of the "Subway" incident. Member Kilduff is amazed the Subway's corporate office has not made a statement, offered anything, and has not done anything. Member Kilduff states that it required the Town to establish a Go Fund Me page to pay for funeral expenses.

Member Toppi questions the timetable to have this completed and the resources of getting three (3) departments involved.

Town Manager Rossi states that they can do this simultaneously, and the Police Department can gather the necessary information and feed that data to the other departments. Town Manager Rossi suggests a couple of months to look at best practices and other communities then there will be something to bring forth to the council and the boards.

President Lawton reminds the members that restaurants were asked to install them for outdoor dining.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby adopts a resolution requesting the Planning Department and Building and Zoning Department conduct a bollard installation study relative to new business construction sponsored by Councilman John J. Tassoni, Jr. **Motion is approved by a unanimous 5/0 vote.**

R. Consider, discuss, and act upon a request for a donation for the Smithfield Little League U-12 team sponsored by Councilman John J. Tassoni, Jr.

Member Tassoni explains that after attending the little league fundraiser, he felt that what the team is doing for the Town, by bringing the name forward, the Town should make a donation.

Member Tassoni feels because of there standing in the tournament at this point, a donation of \$2,500 should be donated now. Member Tassoni also feels that if they continue on to Williamsport, an additional \$2,500 should be donated.

Member Toppi questions where the funds for this donation would be potentially coming

from. Town Manager Rossi explains that funds could potentially be taken from the residual Town-aided program funds that have been set aside, for at least fifteen (15) years, which are from programs that funds were deposited into and were never expended by those entities. Town Manager Rossi further explains that this has been the funding source for other like things that have occurred.

Member Toppi thinks that it is great that the team is doing so well, and “we” support our children, however, she does not feel comfortable donating Town money when individuals could donate if they wish to. Member Toppi states that she was not aware of the amount until now.

Member Toppi further states that she does not feel comfortable or thinks this is appropriate. Member Toppi also states that she understands the intent behind this, but she does not feel it is the council’s place to donate Town money to a private organization.

Member Tassoni states this has been done in the past. Member Tassoni names organizations and amounts that were donated to in the past. Member Tassoni further states that he made his own donation, but feels that, as a Town, a donation should be made. Member Tassoni reminds the members that the parents of the players are taxpayers too.

Vice President Iannotti states he made a donation as well, however, it is one thing to donate his money and another to donate “their” money, and Town money is “their” money. Vice President Iannotti feels that the Town funds should be used for the benefit of the taxpayers. Vice President Iannotti does not feel this is appropriate and questions where it ends.

Vice President Iannotti reminds the members that the little league is not a Town entity; it is a private organization with sponsors.

Vice President Iannotti questions how many entities the council can potentially donate to.

Member Kilduff states that he would be hesitate to give a donation to an organization that was not representing the Town, and the little league is representing the Town.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby authorizes a donation in the amount of \$2,500 for the Smithfield Little League U-12 team. **Motion is approved by a 3/2 vote. Vice President Iannotti and Member Toppi vote nay.**

S. Consider, discuss, and act upon authorizing the Town Manager to sign and file maintenance bond releases for 27 Oakdale Street.

Town Manager Rossi explains that this project that was completed during the timeframe of 1998, and the council approved the release of one (1) of the bonds, however, after further research the other bond was not approved to be released.

Town Manager Rossi further explains that he is asking for the council to approve the release of this bond so that he can sign the releases, and the title can be cleared for the sale of this property.

Member Toppi questions the amount of the bonds. Town Manager Rossi explains that one (1) bond was in the amount of \$4,100 and the other bond, that was approved prior, was in the amount of \$6,830. Town Manager Rossi further explains that the bond that was approved had no releases filed, however, he did find the council's action for that.

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council hereby authorizes the Town Manager to sign and file the maintenance bond releases for 27 Oakdale Street. **Motion is approved by a unanimous 5/0 vote.**

T. Consider, discuss, and act upon approving tax abatements in the amount of two hundred, sixty-nine dollars and ninety-six cents (\$269.96).

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council approve the tax abatements in the amount of \$269.96. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment.

Jeffrey LeBlanc of 69 Williams Road states that he wants to make the council aware of the recent public action of two (2) DEI Taskforce members. Mr. LeBlanc further states that the DEI Taskforce members serve at the pleasure of the council as an advisory group.

Mr. LeBlanc feels that the conduct and commentary he wants the council to be aware of should not bring anyone on the council pleasure. Mr. LeBlanc goes on to explain the following: At a School Committee workshop regarding the district's transgender policy, DEI Taskforce members Rob Mencunas and Benjamin Caisse, both on separate occasions, crossed the line of civil public discourse and acted in clear violation of the spirit in which DEI stands for according to the resolution.

Mr. Mencunas issued a threat to an elected School Committee member and directed his threat to this committee member by saying "I wonder what your employer, someone who is heavily invested in diversity, equity, and inclusion, would think about one of their employees thinking about passing anti-trans policy".

Mr. Leblanc took that as a threat and felt it was a disgusting thing to say. Mr. Caisse said something differently in response to something Chair Iannitelli was saying at the end of the workshop. Chair Iannitelli was disappointed with how freely people were throwing around words like bigoted and transphobic. Mr. Caisse stated that he agreed with him when we are talking about passing certain policies like this, he could not think of anything else or any other way to describe it. Mr. Caisse's suggestion here is that the majority of the residents in the Town are bigots and transphobes.

Mr. LeBlanc states that he supports free speech and civil engagement, however, when you are an elected official or are representing the Town a higher level of responsibility with how you conduct yourself, especially in public, is a must.

celebrate the true meaning of diversity, equity, and inclusion. Mr. LeBlanc states that the oversight of this council is that all members of this taskforce, by a majority vote of this council, may be appointed, dismissed or replaced.

Mr. LeBlanc would like to formally have Mr. Mencunas and Mr. Caisse be reviewed and ultimately dismissed.

Edward DeMayo of 75 Whipple Road feels that the little league kids deserve the \$5,000 donation.

XIII. Adjournment.

Motion is made by Member Tassoni, seconded by Member Kilduff, to adjourn the meeting.

Meeting adjourns at 8:25 p.m.

Town Clerk

**MINUTES OF SMITHFIELD TOWN COUNCIL
PLANNING BOARD
WORK SESSION**

Date: Thursday, August 24, 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 Vice President Michael P. Iannotti
Town Council Member Rachel S. Toppi
Town Council Member John J. Tassoni, Jr. (excused)
Town Manager Randy R. Rossi
Town Solicitor Anthony Gallone
Town Clerk Lyn M. Antonuccio

Planning Board:

Member Michael Moan
Member Charles Boyd
Member Richard Colavecchio
Member Catherine Lynn
Member James D'Ambra
Member Albert Nani, III
Member John Yoakum

A. President Lawton calls the August 24, 2023 Work Session to order at 6:02 p.m.

B. Emergency Evacuation and Health Notification.

C. Discussion Items:

Discuss memoranda from Ursillo, Teitz & Ritch, Ltd regarding changes to Land Use Legislation and review staff recommendations.

Zoning Ordinance:

Attorney David Ursillo explains the following: The state level is very active in trying to change a great deal of the development process. On the zoning level, one of the main parts the Planning Board, and ultimately the council will have to adopt, are Special Use Permits.

A Special Use Permit is for someone that has a special use they want to do and it is either "permitted as right" or the Town has identified it as a "special use". If you do not have a special use identified (criteria) in your zoning ordinance, the law says it is no longer a "special use" it is permitted "as right". All of the Town's special uses will need to be reviewed as well as §4.4 of the Zoning Ordinance to ensure there is criteria matching up, and if there is not, criteria must be determined to amend the Zoning Ordinance. If a use is not listed in the Zoning Ordinance, the new law says it will be considered a special use and you will have to identify it in the Zoning Ordinance, criteria must be followed if you do not have a use listed in the table.

Amendments will affect zoning which the Planning Board will adopt.

The Planning Board will be taking on some of the roles of the Zoning Board of Review. What you look for in order to grant a dimensional variance will change. Originally you were required to show the least relief needed, however, you will no longer need to show that. The law eliminate the language “for greater financial gain”.

If dimensional relief is not granted, a party could have more than a mere inconvenience. This standard has now been “softened”. Those elements will be in an amendment for the Zoning Ordinance that will go to the Planning Board to recommend to the Town Council.

Solicitor Gallone explains that those changes need to be incorporated into the Zoning Ordinance to require a recommendation from the Planning Board and a formal amendment process through the Town Council.

President Lawton questions the timeframe. Solicitor Gallone states that this needs to be complete by January 1st.

Vice President Iannotti questions what will happen if this is not implemented by January 1st. Attorney Ursillo explains that state law then controls. Solicitor Gallone explains that the Town would use the state standards.

Town Planner Michael Phillips explains that it needs to be determined which agency will complete review (administrative/Planner, Planning Board or Technical Review Committee).

Subdivisions and Land Development:

Attorney Ursillo further explains the following: the subdivision laws will be changing significantly. The law is changing to allow the Town to identify who they want to decide certain planning applications. The phrase that will be used is “land development project”. The state says that there will still be two (2) types of land development projects; a minor project and a major project. As a Town, you will need to adopt who is going to approve a minor land development project. Will it be administrative, meaning the Town Planner, Technical Review Committee, or keep at the Planning Board level. The council can discuss who they want to make the approval.

Vice President Iannotti questions if it can remain at the Planning Board level if it is an administrative review. Attorney Ursillo explains an administrative application, goes to the Planning Board.

Vice President Iannotti questions what the council needs to decide with respect to the minor subdivisions. Attorney Ursillo explains that there were different types of classifications of what is now considered a minor land development, which is now nine (9) lots or less. Solicitor Gallone states it used to be five (5) lots or less.

Attorney Ursillo refers to Page 6 of the memo with the members. Planning Board Member James D’Ambra states that these are handled administratively not by the Planning Board. Member D’Ambra questions if there is now a direct right of appeal to Superior Court.

Solicitor Gallone explains that the Zoning Board of Review no longer hears appeals of the Planning Board; the appeals will go directly to Superior Court.

Attorney Ursillo explains that Page 6 of the memo gives examples of minor land development projects. Attorney Ursillo further explains these can be decided administratively by the Town Planner, the Technical Review Committee, or left in the hands of the Planning Board. Attorney Ursillo also explains that if the dimensional relief needed is less than 25% of the required standards, this could be granted on the administrative level (this is called modification).

Attorney Ursillo states that if it decided that the Town Planner or Technical Review Committee will be deciding the minor developments, the Planner will need to question if zoning relief is needed. If zoning relief is needed beyond the modification, it will then be sent to the Planning Board.

Member Toppi questions if Attorney Ursillo has a recommendation. Member Toppi feels that the more people deciding this, the better. Attorney Ursillo feels that for simplicity, this should remain in the hands of the Planning Board.

Vice President Iannotti questions if it is an administrative review, and it goes to the Planning Board because it is a special use would it be a public hearing. Solicitor Gallone explains it is a “public meeting” and the question will be who gets notice. Solicitor Gallone further explains that under a minor subdivision, a public hearing is only required if there is road creation. Planner Phillips states this has always been the case.

Member Toppi questions how many members serve on the Technical Review Committee. Planner Phillips states that there are nine (9) members.

Member John Yoakum questions if driveways are considered road creation. Town Solicitor Gallone driveways are not considered road creation, it is internal roads.

Member Catherine Lynn states that the public will have less say. Town Solicitor Gallone explains that the definition has changed the number of lots, and the only way a public hearing can be held is if there is road creation.

Member Michael Moan states that he cannot think of a minor subdivision of five (5) lots, never mind nine (9) lots that did not require some type of roadway.

Vice President Iannotti states that practically speaking this is not really a big change because you will have a road most of the time, especially if there are units involved. Attorney Ursillo explains that unless they do a private road. Planner Phillips explains that no one wants the responsibility of maintenance, therefore, many are doing private roads. Attorney Ursillo states that with the Planning Board there is an advertisement level.

Attorney Ursillo explains that this notice should be accessible on the Town’s website for fourteen (14) days. Planner Phillips states that this is not currently done and will have to be changed. Solicitor Gallone explains that the process would be the same for zone changes.

Comprehensive Plan:

Planner Philips explains the following: there is not a great deal that needs to be changed in the Comprehensive Plan, however, it is required that the Town add a strategic plan that will be reviewed annually. The Town will also be required to have more specific goals, implementation actions and timeframes for the development of low/moderate income housing. The Town recently redid the housing elements, therefore, the Town should be in good shape.

Inclusionary Zoning:

Inclusionary Zoning is still an option, however, there will be an increase in LMI from 20% to 25% in order to qualify, which is similar to what the comp permit is.

The Town can keep the current threshold of six (6) units to trigger Inclusionary Zoning. The state allows for ten (10) units to trigger Inclusionary Zoning, however, Planner Phillips suggests keeping the current threshold of six (6) units.

The density bonus will be increasing to two (2) market rate units for every one (1) LMI unit.

Lastly, if you opt into fee-in-lieu payments, you will not receive the density bonus, and payments must be allocated within three (3) years instead of two (2).

LMI Housing Act:

Planner Phillips explains the following: if the Town is denying a project, the language has been “softened” to make it more difficult for cities/towns to deny a project because it is easier for developers to make an appeal.

Vice President Iannotti questions if most of the applications are under LMI. Planner Phillips explains that most of the condo applications are comp permits.

Planner Phillips goes on to explain the following: the “meeting local needs” clause will require the Town to show that 20% of our housing in a year is LMI housing. The Town has no control of over that.

Member Kilduff questions if the General Assembly dictates the percentage of LMI. Planner Phillips confirms that the General Assembly dictates those percentages.

Vice President Iannotti states that is going forward, and currently the Town has an ordinance that requires LMI. Planner Phillips states the Town does have an ordinance, however, if it is going to be inclusionary zoning that percentage will rise to 25% from 20%.

Vice President Iannotti questions if there was a change in affordable housing needed to not have to comply with the comprehensive permit process. Planner Phillips explains that this percentage will remain at 10%.

Planner Phillips reviews the density percentages with the members. Planner Phillips explains that the Comprehensive Plan states that the Town can approve things outside of water/sewer districts, however, they have to show how water/sewer will be provided and meet of the state regulations. Planner Phillips feels that the Comprehensive Plan will need to be amended based on that change in order to be compliant.

Planner Phillips further explains that the Master Plan review stage will be eliminated. Vice President Iannotti questions how this will work because the Master Stage is where/when the restrictions are put on. Planner Phillips explains that Master Plan is an early conceptual. Planner Phillips is not sure why they are eliminating this because developers want to know before they spend a great deal of money on engineering what the feeling is about a project.

Member Moan questions if this new law dictates what is required for a pre-application. Planner Phillips states the new law does not dictate requirements for pre-application. Member Moan also questions if the Town can set its requirements. Planner Phillips states this can be looked into, and the checklist can be “beefed up” for pre-application. Planner Phillips reminds the members that pre-application is also defined in state law. Member Moan suggests looking into this as it will make the Technical Review Committee more important. Attorney Ursillo states that every project’s final plan approval is administrative.

2. Discuss timeline for implementing amendments to Land Development & Subdivision & Subdivision Regulations and Zoning Ordinance

Member Yoakum questions if there will be changes to timeframes/deadlines. Planner Phillips explains that some of the time periods have been shortened for certifications and approvals.

Member Yoakum questions if the board felt there was a lack of information on the applicant’s side, if continuances would still be allowed. Planner Phillips reminds the members that the applicant must agree to a continuance. Planner Phillips explains that there is language stating that the board can request further information, however, that does not “stay the clock”.

Vice President Iannotti questions what “eliminates the finding of no significant environmental impact” means. Planner Phillips explains this was a catch all and was used to deny or continue projects. Vice President Iannotti also questions if DEM approval would be needed. Planner Phillips assures the members that DEM approval is still required.

Vice President Iannotti states that, in essence, legislation is giving the Planning Board more to do, but they have less authority. Vice President Iannotti questions if the Planning Board is going to be turned into a “rubberstamp”. Solicitor Gallone states that duties are being taken away from the Zoning Board.

Member Kilduff states that issues from residents about certain projects and how they could impact the schools or traffic were often raised, and the Planning Board was able to deny certain projects based on specific criteria. Member Kilduff questions if the removal of the environmental clause would put the Town in position if there is something that is detrimental, and could the Town be overruled. Solicitor Gallone explain that the Town will have one less criteria.

Member Moan states why bother bringing in peer review. Attorney Ursillo is sure that there is still a health/welfare standard. Planner Phillips explains that a public health issue will be supported.

Member Boyd feels that the board should start fighting certain things. Member D'Ambra states if the Town continues to fight something maybe an applicant will go somewhere else.

Vice President Iannotti feels that if something is not black and white, and the board feels they have any discretion, the board can come to an independent determination of whether a project is good for the Town. Vice President Iannotti states that if a project is not good for the Town, and there is some wiggle room in the statute, the board should vote against it. Member Toppi agrees with Vice President Iannotti explains that as council members they receive phone calls all of time, especially about large projects.

Vice President Iannotti further states that if an applicant takes the Town to court, so let it be, you could be dealing with a project that could have an irrevocable impact on the Town. Vice President Iannotti also states that he learned when he was campaigning that residents are very concerned about the traffic in the Town.

Solicitor Gallone states that the effects in Smithfield are magnified because we have a great deal of eligible land remaining.

Member Boyd states that Foster/Glocester fights many projects, and they lose but they do go to court. Member Boyd feels that once word gets out that the board is not a rubberstamp because the Town is afraid to go to court. Solicitor Gallone feels that with a few years, many of these projects will end up in Superior Court with people challenging things. Attorney Ursillo feels that there will be many comments made, and the state will start to "tweak" things.

Member Moan questions properties that are not connected to sewers because there were no minimums prior. Planner Phillips explains that there were no provisions for LMI, it was whatever density was believed to be appropriate for the site. Member Moan expresses his concerns about this change. Member Phillips explain that currently if you are not connected to water/sewer, you must show that it can be done within the law.

Planner Phillips explains the following: there is a new "adaptive reuse" section for commercial space. If the Town had underused commercial space, that it could be converted to at least 50% housing permitted as a use. A definition will need to be added to the zoning and subdivision regulations.

Under "land development and subdivision review" the Master Plan stages is now a public hearing.

Under "miscellaneous amendments" some of the zoning requirements for substandard lots of record are changing so that it is not as stringent in terms of the relief you would need for your substandard lot. A substandard lot does not need to meet zoning dimensions. Setbacks will be proportional to the degree the lot is substandard.

Vice President Iannotti states that since SHAB no longer exists, will the appeals be heard by a special court. Solicitor Gallone explains that there will be a special calendar to hear appeals.

Vice President Iannotti questions if this is more beneficial to the Town. Solicitor Gallone explains that this will save the Town money in the long run because the Town will not have to litigate twice.

3. Discuss other potential amendments to Zoning and Land Development regulations:

Planner Phillips explains other potential amendments that will need to be addressed: private roads will be in the land development/subdivision regulations.

Battery storage facilities a good definition needs to be created. Vice President Iannotti questions the size of this facility. Planner Phillips explains it is approximately the size of a shipping container, and they take power off the grid, therefore, they need to be near a power line. Planner Phillips further explains that power is taken from the grid during the day (solar) and it is stored then brought back online at high demand times.

Vice President Iannotti questions if these need to be in proximity to a solar facility. Planner Phillips states they do not need to be near a solar facility.

Vice President Iannotti also questions if a company wanted to put one of these in a residential area. Planner Phillips explains that the Town currently has a category for public utilities, which is allowed by Special Use Permit everywhere.

Member Moan feels there is a potential for wild fires. Town Manager Rossi states that the many of the spots along the power lines are dry, desolate areas.

Vice President Iannotti explains that the state has left solar fields to the municipalities.

Lastly, Planner Phillips explains that Historic District Zoning which is something in the Comprehensive Plan that has been called for and the Town is working to establish their first districts.

Town Manager Rossi states that the RI League of Cities and Towns is meeting with the Speaker, Governor and Senate President to let them know that this timeline is not realistic for the communities, and hopefully the General Assembly will address this when they return from break, and consider delaying that deadline.

Town Manager Rossi further states that in conjunction with RI Housing, they have hired a consulting firm to help draft the templates for all of these changes which can be curtailed to what we want to do.

Vice President Iannotti feels that if we do not have them, we will refer to state law.

Member Yoakum feels that these changes getting made with just one meeting a month will not be enough. Town Manager Rossi feels it will be beneficial/practical if there are additional meetings.

Vice President Iannotti questions if the Planning Board performs site visits on all of these projects. Planner Phillips explains that we are required, at Master Plan stage, to have a walkthrough. Planner Phillips further explains that in some cases it is a minor change and there is no site visit, however, project with significant issues a walkthrough is done.

Member Toppi questions if Planner Phillips is the determining factor if a walkthrough is done. Planner Phillips states the Planning Board determines that.

Member Toppi states that from what she understands there have been several site visits where many members have not shown up. Member Toppi questions what the reason is for this and if it is a schedule or communication issue.

Member Boyd finds that, in his case, it was miscommunication, leading him to arrive at a site at the wrong time. Member Boyd states that it was difficult to get everyone's phone number.

Planner Phillips feels that certain people have an understanding of the property and decide that they do not need to attend the site visit.

Member Toppi questions if this is communicated to the Chair to let him know that they are familiar with the property and do not need to attend the site visit. Planner Phillips explains that oftentimes it is discussed at the meeting if it is a well-known site.

Vice President Iannotti questions if a quorum is needed for a site visit. Member Toppi states it is a posted meeting, therefore, it is public. Planner Phillips explains that they are not discussing the merits of the project or making a decision.

Town Manager Rossi states that, if it is helpful to the members, he will ensure contacts are updated and forwarded to everyone.

Vice President Iannotti asks if there is anything the council members can help the board with.

Member Boyd would like his information earlier to have sufficient time to review it. Planner Phillips states that some members like the paper version and others prefer the information electronically.

Member D'Ambra feels there is a benefit to both paper and electronic information.

Member Moan requests hardcopies of their amendments when they are complete.

D. Adjournment.

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

Meeting adjourns at 7:10 p.m.

Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby appoints Caitlyn Choiniere to replace Danielle Carey on the Boyle Athletic Complex Building Committee.



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

MEMORANDUM

DATE: August 29, 2023
TO: Smithfield Town Council
FROM: Michael Phillips, Town Planner
RE: Proposed Amendments to Zoning Ordinance

Attached are proposed amendments to Zoning Ordinance dealing with solar energy systems. Specific amendments are proposed to Section 5.11.5 Principal Solar Energy Systems and 5.11.6 General Requirements For Accessory And Principal Solar Energy Systems. The amendments generally involve increasing setbacks, improving buffering around solar energy systems and reducing the amount of forest that can be cleared to accommodate ground mounted solar projects.

The Planning Board reviewed the proposed amendments at the August 31st meeting and made a positive recommendation to the Town Council to adopt the amendments.

Recommended Motion: That the Smithfield Town Council hereby schedules a public hearing on October 3, 2023 to consider adopting amendments to the Zoning Ordinance.

Attachments:

Proposed Amendments
Public Hearing Notice

Proposed Zoning Ordinance Amendments: August, 2023

5.11 SOLAR ENERGY SYSTEMS

...

5.11.5 Principal Solar Energy Systems.

- A. Principal solar energy systems shall be permitted in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses.
- B. All panels, equipment, and structures associated with a principal solar energy system shall meet the principal setback requirements prescribed by the zoning district in which they are located, except that ground-mounted solar energy systems shall be set back from property lines abutting residentially zoned parcels, or parcels containing residential uses, a minimum of ~~fifty feet (50')~~ three hundred feet (300'), and from property lines abutting public and private roads a minimum ~~one hundred and fifty feet (100' 150')~~ of one hundred feet (100').

5.11.6 General Requirements For Accessory And Principal Solar Energy Systems.

- E. Solar energy systems shall be sited and designed to minimize any negative aesthetic impacts on neighboring properties, or on prominent viewsheds. The design shall incorporate landscaping and design elements to visually screen the solar energy system from view from public roads and adjoining properties on a year round basis.
- G. Applicants proposing ground-mounted solar energy systems are required to provide a buffer that adequately mitigates visual impacts on surrounding properties and the neighborhood in general on a year round basis. The type of buffer should be based on the context and characteristics of the specific site, and shall be done in consultation with a landscape architect and may include , but are not limited to one or more of the following: ...
- L. Any applicant proposing a solar energy system that includes clearing more than 20,000 square feet of forested area shall assess the impacts of the forest loss and how the impacts can be mitigated. At a minimum, the following issues must be addressed: water quality, wildlife habitats, carbon sequestration, energy storage, and the effects on adjacent properties. Additional requirements include:
 - 1. Clearing of natural vegetation shall be strictly limited to what is necessary for the construction, operation, and maintenance of the solar energy system, but in no case shall more than 40 25% of the forested area of any lot be cleared for the purpose of installing a solar energy system.
 - 2. All stumps from the cleared area must be removed, disposed of off-site, or ground on-site after removal. Otherwise clearing of natural vegetation shall be strictly limited to what is necessary for the construction, operation, and maintenance of the solar energy system or otherwise prescribed by applicable laws, regulations, and ordinances.

1.3. Removal of trees within a required buffer as described in Section 333-5 of the Smithfield Code of Ordinances shall be subject to receipt of a Tree Permit, which shall be approved at the discretion of the Town Engineer. Excavation and filling of project sites shall be limited to what is necessary to stabilize the installation area.

2.4. Solar energy systems shall utilize shade pruning rather than clear cutting wherever feasible.

~~L.——~~Clearing of natural vegetation shall be strictly limited to what is necessary for the construction, operation, and maintenance of the solar energy system or as otherwise prescribed by applicable laws and regulations, but in no case shall greater than 40% of any forested area be cleared. Removal of trees within a required buffer as described in Section 333-5 of the Smithfield Code of Ordinances shall be subject to receipt of a Tree Permit, which shall be approved at the discretion of the Town Engineer. Excavation and filling of project sites shall be limited to what is necessary to stabilize the installation area.

TOWN OF SMITHFIELD, RHODE ISLAND

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, October 3, 2023 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Article(s) and Section(s) of the Smithfield Zoning Ordinance and Zoning Map:

Summary of Amendments: amendments generally include changes to Section 5.11 Solar Energy Systems that increase setbacks from solar energy systems, improving buffering around solar energy systems and reducing the amount of forest that can be cleared to accommodate ground mounted solar projects.

The above summarized amendments involve changes to the following article and sections of the ordinance including: §5.11.5 Principal Solar Energy Systems and §5.11.6 General Requirements For Accessory And Principal Solar Energy Systems.

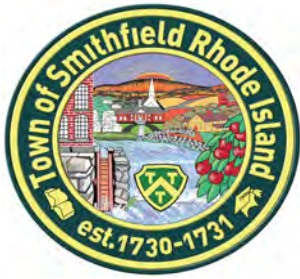
These amendments are proposed to be made in accordance with the provisions of 45-24-53 of the General Laws of the State of Rhode Island (1956, as amended).

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

A complete copy of the proposed amendments and map are available for inspection or copying at the Smithfield Planning Office, Town Hall, 64 Farnum Pike, Smithfield, Rhode Island during regular business hours (8:30 AM – 4:30 PM, Monday – Friday). Interested persons requiring special accommodations or assistance are requested to notify the Town Manager's Office (401-233-1010) at least 48 hours in advance of the Hearing.

BY ORDER OF THE TOWN COUNCIL.
T. Michael Lawton, President

Please publish as a display ad in the September 14th, September 21st and September 28th editions of the Valley Breeze using type size at least as large as the normal type size used in news articles.



Memorandum

DATE: August 30, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Conduct a Show-Cause Hearing for the September 5th Town Council Meeting

RECOMMENDED MOTION:

Conduct a Show-Cause Hearing for to consider the possible suspension, revocation, or other sanction regarding the Victualling Only License on the following listed establishment due to non-compliance with the conditions of renewal:

1. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road (Failure to produce a copy of the Retail Sales Permit)



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
Telephone: (401) 233-1041 – Fax: (401) 233-1091

ENGINEERING DEPARTMENT

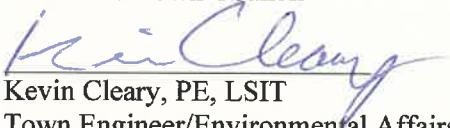
Kevin Cleary, PE, LSIT
Town Engineer

Gavin Lopes
Engineering Assistant

August 28, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM: 
Kevin Cleary, PE, LSIT
Town Engineer/Environmental Affairs

RE: Deer Run Estates – West Farm Road
Landscape Maintenance, Drainage System Repairs and General Loam and Seeding of the
Public Right of Way.

Honorable Town Council:

The Town Engineers Office in collaboration with the Procurement Agent have prepared a request for proposals (RFP) to seek qualified contractors providing services for stormwater management/repair/maintenance and landscaping services for the completion of Landscape Maintenance, Drainage System Repairs, Street Tree installation, General Loam & Seeding and Site Cleanup through competitive bid services.

As the Council may be aware, the original developer of the referenced subdivision went into default of the required Planning Board approvals. As such the Town has implemented a final completion strategy to finish work associated with the construction of the subdivision. To date, drainage repairs have been completed, the surface course of asphalt has been installed, subdivision surveyed by the Town Survey for the preparation of As-Built plan, streetlights have been installed and there is a remaining balance from the existing performance bond which is expected to be used to complete the requested service herein.

Engineering is requesting authorization from the Town Council to advertise the scope of work for the attached request for proposals.

Moved: *The Smithfield Town Council hereby authorized the Procurement Agent to advertise the Request for Proposal for landscape maintenance, drainage system repairs, general loam & seeding and tree plantings within the Deer Run Estates subdivision.*

Enclosures: West Farm Road – Landscape Plan

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Michael Phillips, Town Planner
Gene Allen, Director of Public Works
Charles Walsh, Deputy Director of Public Works
Carlos Santos, Purchasing Agent

Town of Smithfield

ENGINEERING DEPARTMENT

Request for Proposals



RFP # 230821

Deer Run Estates on West Farm Road

Landscape Maintenance, Drainage System Repairs and General Loam
& Seeding of the Public Right of Way

Table of contents:

Page 1	Cover Page
Page 2	Table of Contents/Introduction
Page 3	Terms and Requirements
Page 4	Notice to Vendors
Page 5	Construction and Service Proposal Terms
Pages 6 to 11	Proposal
Pages 12 to 13	Attachment A – Cost Proposal Form

Introduction:

Deer Run Estates on West Farm Road is a recently developed subdivision with construction starting in 2019. West Farm Road is located further off Clark Road in Deer Run Estates in the Town of Smithfield, County of Providence, Rhode Island.

The Town of Smithfield is soliciting Proposals from qualified contractors specializing in stormwater management services and landscaping for services relating to the minor restoration/maintenance of three (3) sediment forebays, three (3) sand filters, and two (2) dry detention basins along with loaming and seeding of the public right of way on West Farm Road.

Debris from around the subdivision left by the previous contractor shall be handled and discarded appropriately, a detailed description of tasks to be completed involving the restoration and estimated calculations of loam and seed are provided by the town. A map of detention basins, sand filters, and sediment forebays locations are also provided by the Town.

Previously, this subdivision was wooded area; to mitigate storm water the subdivision has three sediment forebays, three water quality sand filters and two detention basins to mitigate storm water from the new subdivision. Upon acceptance, the Town will own and maintain the asphalt roadway, the 50-foot wide public right-of-way and the stormwater mitigation areas contained within open spaces.

Sealed proposals may be received at the office of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am on September 21, 2023 at which time all bids will be publicly opened and read aloud.

TOWN OF SMITHFIELD



Terms and Requirements for Request for Proposal

<p>Item Description: Deer Run Estates on West Farm Road Date and Time to be OPENED: September 21, 2023 at 10:00 AM</p>
--

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

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Town Purchasing Agent**, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI, 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have "**NOT A BID**" written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED WHEN APPLICABLE**. Do not group items: price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **three copies** shall be submitted.
8. **There shall be a Mandatory Pre-Proposal Site Visit and Meeting to consider and qualify perspective responders on September 13, 2023 at 10:00AM at the Smithfield Town Hall, Town Council Chambers, 2nd Floor, 64 Farnum Pike, Smithfield, RI 02917.**

TOWN OF SMITHFIELD
NOTICE TO VENDORS

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

TOWN OF SMITHFIELD

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 CERTIFIED CHECK for **\$10,000**; OR

b. 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 29, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
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 for personal injury or damages to property sustained by third person, or their agents, servants and/or claimed under them.
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.



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
Telephone: (401) 233-1041 – Fax: (401) 233-1091

ENGINEERING DEPARTMENT

Kevin Cleary, PE, LSIT
Town Engineer

Gavin Lopes
Engineering Assistant

August 25, 2023

**RE: Deer Run Estates
 West Farm Road
 Town of Smithfield
 Landscape Maintenance, Drainage System Repairs and General Loam & Seeding
 of the Public Right of Way**

I. INTRODUCTION

The Town of Smithfield is soliciting proposals from qualified contractor companies specializing in stormwater management services and landscaping for services relating to the minor restoration/maintenance of three (3) sediment forebays, three (3) sand filters, and two (2) dry detention basins along with loaming and seeding of the public right of way on West Farm Road. Debris from around the subdivision left by the previous contractor shall be handled and discarded appropriately, a detailed description of tasks to be completed involving the restoration and estimated calculations of loam and seed are provided by the Town. A map of detention basins, sand filters, and sediment forebays locations are also provided by the Town.

II. BACKGROUND

Deer Run Estates on West Farm Road is a recently developed subdivision with construction starting in 2019. Previously, this subdivision was wooded area; to mitigate storm water the subdivision has three sediment forebays, three water quality sand filters and two detention basins to mitigate storm water from the new subdivision. Upon acceptance, the Town will own and maintain the asphalt roadway, the improvements within the 50-foot wide public right-of-way and the stormwater mitigation areas contained within open spaces.

III. AVAILABILITY

1. Bid specifications may be obtained through the Town's website at www.smithfieldri.com/purchasing.htm.
2. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license or permit for other purposes.

IV. DEADLINES

The Purchasing Agent for the Town of Smithfield must receive three (3) copies of the proposal no later than 10:00 AM on September 21, 2023. Any questions regarding this project can be directed to the Town Engineer at (401) 233-1041 and shall be included in writing or by way of email: kcleary@smithfieldri.com.

Once the Contractor is selected and a contract signed, the Contractor shall have sixty (60) calendar days to complete the scope of work as outlined below.

V. PAYMENT TO CONSULTANT(S)

Consultants will be paid monthly based on progress of the work. Each invoice shall be accompanied by a progress report indicating hours spent during the reporting period and provide a written description of the work accomplished following a typical payment requisition with a schedule of values using the standard AIA G702 and AIA G703 forms for contracts.

Any extra work, which is outside the scope of this proposal, will be subject to review and approval and the execution of appropriate contract documents prior to performance of that work. Any work outside the scope of this proposal, which is performed prior to approval, will not receive compensation.

VI. SCOPE OF SERVICES

The scope of services will consist of restoration and maintenance to three (3) stormwater sediment forebays, three (3) sand filters and two (2) dry detention basins. Debris disposal from the public right-of-way, loam and seeding disturbed areas and roadway shoulders. Contractor's proposals shall include costs, detailed and effective methods of providing restoration.

1. The Town provides additional topography, see Appendix 1.
2. The Town provides photographs of problem areas for reference, see Appendix 2.
3. All required meetings shall be included in the proposal.
4. Hourly wages for all persons involved in the project including any sub-contractors shall be included in the proposal.
5. Include up to 5 meetings with the Town and necessary personnel in the proposal.

A. Sediment Forebay 1 and Sand filter 1:

1. Construction debris, litter, fugitive solid waste when entering the area must be picked up and disposed properly. This includes tires, pallets, excess piping, fencing and trash/miscellaneous debris remnant from original construction.
2. Remove silt and excess sand from the inlet to the sediment Forebay area.
3. Remove trash from Forebay and sand filter.
4. Mow around the exterior to make it accessible for the Town to access and maintain.
5. Provide loam & seed restoration around the sediment Forebay 1 and sand filter 1 embankments, as needed.
6. Remove & dispose of soil erosion controls that may be remaining in place.

B. Sediment Forebay 2, Riprap Inlet Swale, Sand filter 2 and Dry Detention Basin 1:

1. Excavate, Remove and Repair 18" ADS inlet pipe section; 49' from 268 CB-02.
2. Clean silt from riprap inlet swale to sediment Forebay 2.
3. Add/reset riprap stone on the bottom of the inlet swale that leads into the sediment Forebay 2
4. Remove excess debris, rocks, stumps and solid waste debris. Stumps shall be either ground on site or removed & disposed of off-site. Burial of stumps is not permitted.
5. Install and securely affix RI Standard Frame & Grate on top of the precast concrete outlet control structure within Detention Basin 1.
6. Remove & dispose of soil erosion controls that may be remaining in place.

C. Sediment Forebay 3:

1. Add Rip-Rap stone where needed
2. Remove silt in the riprap and bottom of the Forebay.
3. Reset new rip-rap stone as needed within sediment Forebay 3
4. Remove solid waste debris inside the Forebay and around it.
5. Mow around the exterior embankments to make accessible for the Town to access and maintain.
6. Add earthen berm on access driveway to sediment Forebay 3, on left side. Berm shall be approximately 8-inches in height by 4-feet in width and approximately 30-feet in length to steer upland flows properly into sediment Forebay 3.
7. Remove & dispose of soil erosion controls that may be remaining in place.

D. Dry Detention Basin 2:

1. Add plantable soil and seed or rip-rap stone in eroded sections of basin embankment. (Contractor shall give options for the Town to decide)
2. Reset Rip-Rap stone by outfall.
3. Reset Rip-Rap stone on the back side of the basin.
4. Remove & dispose of soil erosion controls that may be remaining in place.

E. Sand Filter 3:

1. Add specified AST C33 sand and/or loam, as specified, in eroded areas around sand filter basin embankment.
2. Remove accumulated sediment from sediment Forebay 3.
3. Reset rip-rap stone within sediment Forebay 3 as needed.
4. Remove & dispose of soil erosion controls that may be remaining in place.

Loam and Seeding of the Public Right of Way & General Construction Site Cleanup:

The loaming and seeding shall be done from the back of the existing asphalt curb-berm up to the edge limit of the right-of-way, if necessary, to ensure positive drainage around the back side of the asphalt berm. The depths and widths of fill are dependent on each individual area that requires loam and seed.

- The Town provides the following (see Appendix 3):
 - A. Measurements taken by the Town Engineer with calculations in square yards, cubic yards and cubic feet.
 - B. Site plan of the West Farm Road subdivision where loam fill areas are located.
 - C. GIS mapping with available pertinent layers, as needed.
 - D. Removal and disposal of all spent erosion controls around the subdivision limit of clearing shall be removed and legally disposed of. All areas where erosion controls are removed shall have the grade restored to satisfy the intent of proper grade.
 - E. All related fugitive construction debris within 50-ft outside the approved subdivision limit of disturbance shall be collected, removed and legally disposed of from the site as general refuse.

Tree Planting within the Public Right-of-Way:

Planting of up to ninety-six (96) street trees within the public right-of-way in accordance with the approved subdivision Landscape Plan. This item shall be included in the Contractor's proposal as an alternate item, which the Town may or may not authorize, in full or in part, as an item of the contracted

work, depending on availability of funds. If authorized, in full or in part, all areas where trees are planted shall be provided with excavation of the tree hole area(s) or suitable size, supplemental plantable support soil amendment to provide satisfactory tree growth, the planted tree, stabilization stakes and suitable ground cover restoration with either loam & seed or a tree ring of wood-bark mulch as a substitute.

VII. INSURANCE REQUIREMENTS

The selected Contractor shall be required to provide the Town of Smithfield with:

1. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) each occurrence.
2. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit.
3. Rhode Island Worker's Compensation and Employee's Liability Insurance in the amount of Five Hundred Thousand Dollars (\$500,000) each accident.
4. Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000).

VIII. GENERAL REQUIREMENTS

1. There will be a **Mandatory Pre-Proposal Site Visit and Meeting** held on **September 13, 2023 at 10:00AM** at the Smithfield Town Hall, Town Council Chambers, 2nd Floor, 64 Farnum Pike, Smithfield, RI 02917.
2. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.
3. Responders must guarantee that the services can be provided within the time specified in the proposal form.
4. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
5. Inquiries:

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

Carlos Santos
Purchasing Agent
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917
csantos@smithfieldri.gov

6. Cost Proposal to include the following:
 - i. The cost proposal should include the following information:
 - a. The responder shall submit Attachment "A" filled out completely.
 - b. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
 - c. The pricing shall remain for the duration of the contract.
 - ii. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff, support and professional employees.
 - iii. Background information regarding the specific individuals who will be responsible for running this project from your agency.
 - iv. List at least three (3) references of other clients that are non-profit organizations, include the name and telephone number of a person to contact.

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

7. Evaluation Criteria:

- i. The proposals from the consultant(s) will be evaluated and the consultant(s) selected based on the following criteria:
- ii. A description of the firm's background and relevant work experience as related to the proposal.
- iii. Demonstrate knowledge and responsiveness to the proposal.
- iv. Overall quality and responsiveness to the proposal.
- v. Financial responsibility.
- vi. Timeliness.
- vii. Services offered.
- viii. Understanding of the scope of the project.
- ix. Experience of the consultant with similar type and size projects.
- x. Personnel assigned to the project, resumes and hourly billing rates for the project personnel, including those of any consultant(s) who will be used in a joint venture.
- xi. Estimated lump sum fee to complete the Scope of Work, which follows under Section VII.
- xii. The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include the weighted criteria detailed above. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.

- 8. No vendor questions will be accepted after September 18, 2023 @ 4:00pm

IX. FINAL SELECTION

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

X. TIMELINE

Request for Proposals Issued	September 7, 2023 at 4:00 pm
Pre-Proposal Site Visit & Meeting (Mandatory)	September 13, 2023 at 10:00 am
Deadline for questions from vendors	September 18, 2023 at 4:00 pm
Proposal Due Date and Opening	September 21, 2023 at 10:00 am
Evaluation Committee Recommendation	September 26, 2023
Town Council Meeting (Approval Vote)	October 3, 2023
Anticipated project completion date	December 15, 2023

6. Loaming & Seeding Public Right of Way & General Construction Site Cleanup Cost:

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

7. Tree Planting

Number of Units: 96 Unit Cost: _____

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

CONTRACTOR INFORMATION

EMAIL: _____

PHONE _____ FAX _____

CONTACT PERSON NAME TITLE

AUTHORIZED SIGNATURE



SMITHFIELD
PUBLIC SCHOOLS

TOWN OF SMITHFIELD SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL
FROM: CARLOS SANTOS, PURCHASING AGENT
SUBJECT: REQUEST FOR APPROVAL OF COYNE MECHANICAL (CMI) CHANGE ORDER #1 FOR A CONTROL CONVERSION TO BE INSTALLED BY TRANE AND IS ASSOCIATED WITH ROOFTOP UNITS (RTU) #1 AND #2 AT SMITHFIELD HIGH SCHOOL.
DATE: AUGUST 29, 2023
CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

BACKGROUND:

At the July 6, 2023 Boyle Athletic Committee Meeting, Honeywell, provided new information associated with a Change Order for RTU #1 & #2 for a control conversion that would need to be installed by TRANE. This proposal is for work associated with new equipment that will allow RTUs 1 & 2 to be controlled off some of the existing infrastructure in the school. Coyne Mechanical (CMI) will assume the responsibility for implementing this Change Order as we currently have a contract with CMI for RTU installations at Smithfield High School, and the nature of this work coincides with work executed by CMI.

The Boyle Building Committee at their August 11, 2023 meeting reviewed and approved moving forward with Change Order #1 for RTUs #1 & #2. The requested invoice amount is \$51,175.

The scope of work was reviewed, and the Committee in conjunction with RGB Architects considers the requested amount fair and reasonable for the work proposed and supports processing Change Order #1 in the amount of fifty-one thousand one hundred seventy-five dollars (\$51,175).

FINANCIAL IMPACT:

Through the Boyle Athletic Field Project funds

ATTACHMENTS:

Copy of Change Order #1 and memo from RGB Architects.

MOVED:

That the Smithfield Town Council hereby authorizes the Boyle Building Committee and the Smithfield School Department to approve processing Change Order #1 in an amount not to exceed fifty-one thousand one hundred seventy-five dollars (\$51,175).



architecture
project management
interior design

August 28, 2023

Mr. Angelo Mencucci
Director of Building and Grounds
Smithfield Public Schools
49 Farnum Pike
Smithfield, RI 02917

**Re: Smithfield High School Boyle Rooftop Replacements
Coyne Mechanical, Inc.
Change Order #1
RGB #6683-5**

Dear Mr. Mencucci:

As previously discussed, please find attached Change Order #1 from Coyne Mechanical, Inc. (CMI) for work required by Trane for controls adaptability for Rooftop Units #1 at the Smithfield High School.

This proposal is for work associated with new equipment that will allow RTUs 1 and 2 to be controlled off some of the existing infrastructure in the school. Due to the nature of the work, it coincides with work executed by CMI. The requested invoice amount is \$51,175. The scope of work was reviewed, and the Team considers the requested amount fair and reasonable for work proposed. Therefore, RGB supports processing Change Order #1 in the amount of fifty-one thousand one hundred seventy-five dollar (\$51,175).

Please contact me should you have any questions or concerns regarding CMI Change Order #1

Thank you,

John Racine, AIA, LEED AP
Principal

RGB Architects

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Smithfield High School Mechanical Rooftop Replacements 90 Pleasant View Avenue Smithfield, RI 02917	CONTRACT INFORMATION: Contract For: General/Mechanical Construction Date: July 8, 2023	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: August 24, 2023
OWNER: <i>(Name and address)</i> Town of Smithfield 64 Farnum Pike Smithfield, RI 02917	ARCHITECT: <i>(Name and address)</i> Rowse Architects, Inc. 400 Massasoit Avenue, Suite 300 East Providence, RI 02914	CONTRACTOR: <i>(Name and address)</i> Coyne Mechanical, Inc. 347 Tourtellot Hill Road Chepachet, RI 02814

THE CONTRACT IS CHANGED AS FOLLOWS:

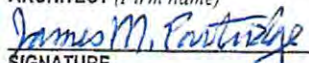

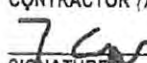
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Trace SC Web Based Building controler replacement procurement, installation, and programming RTU units 1 and 2.	\$51,175.00
Coyne Mechanical Overhead and Profit 10%	\$5,117.50
Coyne Mechanical Bond 2%	\$1,023.50
Total Change Order #001	\$57,316.00

The original Contract Sum was	\$ 360,200.00
The net change by previously authorized Change Orders	\$ 0
The Contract Sum prior to this Change Order was	\$ 360,200.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 57,316.00
The new Contract Sum including this Change Order will be	\$ 417,516.00
The Contract Time will be unchanged by (0) days.	
The new date of Substantial Completion will be N/A	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Rowse Architects, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE  PRINTED NAME AND TITLE James M. Partridge 08/28/2023 DATE	Coyne Mechanical, Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE Timothy Coyne 08/25/2023 PRINTED NAME AND TITLE Timothy Coyne 08/25/2023 DATE	Town of Smithfield OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
---	---	---



Trane Controls Proposal



Controls Proposal For:
Coyne Mechanical

Local Trane Office:
Trane U.S. Inc. dba Trane
10 Hemingway Drive
East Providence, RI 02915

Local Trane Representative:
Mike Techner
Account Manager
Office: (401) 434-3145

Proposal ID:
7339691-2

Date: August 25, 2023



Prepared For:
Coyne Mechanical

Date:
August 25, 2023

Job Name:
Smithfield High School Tracker Replacement 2023

Proposal Number:
7339691-2

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30
Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Honeywell.

Controls systems and equipment

- Tracer SC Web Based Building Controller replacing existing Tracker systems including:
 - Web/Remote Access from anywhere
 - Access to Trane BAS Operator Suite mobile App
 - Risk mitigation - Obsolete Controller removed from site
 - Support of existing equipment controllers
 - Ease of replacing field equipment controllers
- Project engineering, management, and technical labor to commission the system
- Alarming for key equipment
- One year warranty on labor and materials
- New bypass controllers for (2) systems including the following work (existing bypass controllers are not compatible with the Tracer communication bridge):
 - Remove existing bypass controller and safe off comm loop
 - Install new BACnet controller and reconnect points
 - Run new BACnet wire from Tracer SC+ panel to bypass controller
 - Programming to integrate bypass controller into Tracer SC+ system
- Controls for (2) New RTUs including the following work:
 - Connection to factory supplied BACnet card
 - Discharge Air Temperature Sensor
- Controls for (2) existing hot water coils including the following work:
 - Field mounted BACnet controller
 - Valve command/position – Trane assumes existing valve has an electric actuator
 - Discharge Air Temperature

Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefore
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded



- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Electrical installation of low voltage wiring (and required conduit) as specified above is provided in this proposal. Open-run Plenum-rated cable (no conduit) will be installed in concealed and accessible Areas (above ceilings etc.). All required conduit shall be EMT (No Rigid).
- Trane assumes no responsibility of the integrity of existing Tracer building automation communication link and will not repair any existing communication link issues.
- Proposal is based on utilizing non-union wage labor.

Other systems provided, installed, wired and/ or powered by others (unless otherwise noted)

- Furnish, install or wire any PC based workstation.
- Furnish, install or wire any controls for any equipment not listed above, existing or new.
- Furnish, install or terminate 24/120/277/480 VAC power wiring to BAS/DDC panels, VAV boxes, VFD's, fan starters or smoke detectors.
- Furnish or install dampers, pressure taps, water flow switches or VFD's unless specifically stated above.
- Furnish, install, wire or terminate any control panels or devices unless specifically stated above.
- Repair or replace any existing control devices or panels unless specifically stated above.
- Furnish, install, wire or terminate duct-mounted smoke detectors or shutdown interlock wiring.
- Furnish, install, wire or terminate any smoke or combination smoke/fire dampers.
- Furnish, install, wire or terminate any panels/devices related to the Smoke Control System, Fire/Lifesafety System, Lighting Control System, Power Monitoring System or Security System.
- Cutting, Patching, painting.
- Asbestos or Hazardous Material Abatement.
- Demolition of any kind.

Pricing and Acceptance

Price

Total Net Price (*Excluding Taxes*).....\$51,175

Financial items not included

- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,
Mike Techner
Controls Account Manager
Trane U.S. Inc. dba Trane



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

ACCEPTANCE: Please sign and return one copy.

THIS PROPOSAL IS ACCEPTED THIS 25th DAY OF August, 2023

PURCHASE ORDER SHS-TR-02-23 FIRM Coyne Mechanical Inc

BY 7 [Signature] TITLE President

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
15. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.
16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
17. **Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).
18. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
19. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.
20. **CONTAMINANTS LIABILITY**
The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**
21. **Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.
22. **Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

5. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
6. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
7. Keep all Inbound ports closed to any IP Addresses in the BAS.
8. Remove all forwarded inbound ports and IP Addresses to the BAS.
9. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
10. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
11. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
12. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)



memorandum

DATE: August 30, 2023

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Rhode Island Community Learning Center Compact

Governor McKee has introduced the Rhode Island Community Learning Center Compact as an addendum to the Learn365RI Compact to improve student learning outcomes. The initiatives that are included within the compact actually focus on the programming that has been planned for the East Smithfield Neighborhood Center with some improvements to come based on working with our community partners.

Enacting the Rhode Island Community Learning Compact demonstrates the Town's commitment to creating learning opportunities that support and enhance efforts both inside and outside of the traditional school. The State has allocated over \$81.7M in American Rescue Plan Act (ARPA) Capital Project funds for participating communities which includes an estimated allocation for Smithfield up to \$1,502,704 to support the East Smithfield Neighborhood Center Project.

MOTION:

That the Smithfield Town Council hereby authorizes the Town Manager to execute the Rhode Island Community Learning Center Compact.

Rhode Island Community Learning Center Compact

(Addendum to Learn365RI compact)

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

The Town of Smithfield aspires to be among the very best public education systems in New England and the United States;

The Town of Smithfield will foster a culture of innovation, collaboration, and increased awareness of learning opportunities for all community members;

The Town of Smithfield will explore participating in and creating learning opportunities that support and enhance efforts both inside and outside of the traditional school settings and schedules to enhance learning outcomes;

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

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

Workforce Development

- Educate residents on available job training programs, apprenticeships, and continuing education opportunities.
- Provide support throughout the job application process, including resume and cover letter review, mock interviews, and interview attire guidance.
- Collaborate with local higher education and training organizations to offer certification and trainings to fill local employment gaps, such as lifeguard, EMT, HR and CNA certifications.
- Offer digital literacy courses and ensure residents have ample access to digital resources such as computers and webcams to enable the job search and interview process.
- Conduct an employer needs assessment and engage with local employers to establish employment pipelines and workforce development programs.
- Host a job fair and professional networking opportunities.

- Support residents of all ages with career exploration and skills assessments to determine potential industries of best fit.
- Create a workforce development taskforce to strategize on areas of growth and opportunity for your community.
- Maintain a community job board and identify additional online job search resources.

Health

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

Town Council President

Governor McKee



TOWN OF SMITHFIELD INFORMATION TECHNOLOGY

(401) 233-1011

webmaster@smithfieldri.com

MEMORANDUM

Date: September 5, 2023
To: Honorable Town Council
From: Dave Duchesneau, IT Director

RE: State of Rhode Island (NASPO VP PC) – HP INC. – Fire Department Training Laptops

Background:

The Smithfield Information Technology Department has worked with the Smithfield Fire Chief to identify a need for modernized laptops for the Smithfield Fire Department Headquarters location.

The Information Technology Department reviewed numerous solutions to improve and modernize the training laptops for Smithfield Fire Department staff. The focus of this portion on modernization is to remove aging hardware/software and provide staff with more advanced, updated equipment that will improve quality of life during training and the essential need to access internet resources at the Fire Department.

HP Inc. has considerable experience in this field and is qualified to complete this contract.

Financial Impact:

The funding for this contract is contained within the ARPA funds allocated to modernization of the network per the Town Council for up to and not to exceed \$12,160.00.

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter contract, through the State of Rhode Island (NASPO VP PC) Master Price Agreement, with HP INC. at 3800 Quick Hill Road, Bldg. 2, Suite 100, Austin, TX 78728, for the provision and configuration of sixteen new laptops for use at the Smithfield Fire Department Headquarters for an amount not to exceed \$12,160.00.

MOVED: That the Smithfield Town Council authorizes the Town Manager to enter contract, through the State of Rhode Island (NASPO VP PC) Master Price Agreement, with HP INC. at 3800 Quick Hill Road, Bldg. 2, Suite 100, Austin, TX 78728, for the provision and configuration of sixteen new laptops for use at the Smithfield Fire Department Headquarters for an amount not to exceed \$12,160.00.

August 29, 2023 10:09:08 AM

TOWN OF SMITHFIELD
64 FARNUM PIKE
SMITHFIELD, RI 02917-3224

Dear Dave Duchesneau,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: RI - STATE OF RHODE ISLAND (NASPO VP PC) [3445442] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728



Information & Details

Organization name: Town of Smithfield
Catalog name: RI - STATE OF RHODE ISLAND (NASPO VP PC) [3445442]
Created by: eric.pino@hp.com
Partner Agent ID:
Name: Eric Pino
Email: dduchesneau@smithfieldri.gov
Phone: 4012331011
Email notification: dduchesneau@smithfieldri.gov
Created: August 29, 2023 10:09:08 AM
Expires: September 28, 2023 10:09:08 AM
Payment method:
Quote total: USD 12,160.00

Billing Information

OM ID: 0260661339
Company: TOWN OF SMITHFIELD
Address:
64 FARNUM PIKE
City : SMITHFIELD
State/Province: Rhode Island
Zip/postal code: 02917-3224
Country: US
Attention to:
Email:
Phone:
Fax:

Shipping Information

Company: TOWN OF SMITHFIELD
Address:
64 FARNUM PIKE
City: SMITHFIELD
State/Province: Rhode Island
Zip/postal code: 02917-3224
Country: US
Attention to: Dave
Email:
Phone: 4012331011
Fax:
Requested Delivery date:
Shipping options:
Shipping method:

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
7X9D1UT#ABA	HP 250G9 i5-1235U 15 8GB/256 PC Operating system - Windows 11 Pro Memory - 8 GB DDR4-3200 MHz RAM (1 x 8 GB) Internal Storage - 256 GB PCIe® NVMe™ SSD Display - 15.6\ diagonal, FHD (1920 x 1080), IPS, narrow bezel, anti-glare, 250 nits, 45% NTSC Battery type - HP Long Life 3-cell, 41 Wh Li-ion Warranty - HP Services offers 1-year limited warranties and 90 day software limited warranty options depending on country. Batteries have a default one year limited warranty. Refer to http://www.hp.com/support/batterywarranty/ for additional battery information. On-site service and extended coverage is also available. HP Care Pack Services are optional extended service contracts that go beyond the standard limited warranties. To choose the right level of service for your HP product, use the HP Care Pack Services Lookup Tool at: http://www.hp.com/go/cpc .		16	USD 660.00 USD 701.94 Special price valid until 10/31/2023	USD 10,560.00
U9BA6E	HP 3 year Pickup and Return w/Accidental Damage Protection Notebook HW Supp		16	USD 100.00 USD 122.76 Special price valid until 10/31/2023	USD 1,600.00

Special pricing code: 45343947

Subtotal	USD 12,160.00
Estimated Tax	USD 0.00
Estimated Total	USD 12,160.00



Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

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: August 26, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Mike Phillips, Director of Planning & Economic Development

RE: Approval to advertise a Request for Proposals (RFP) for the Sale of the William Winsor Elementary School (Assessors Plat, 6 - Lot 49) located at 562 Putnam Pike.

SUBJECT:

As you are aware, the lease with the Northern Rhode Island Collaborative for the former William Winsor Elementary School expired on June 30, 2023. There has been considerable interest in the building from a number of developers and institutions looking to convert the property for a variety of uses, there have also been discussions about the use of the former school for affordable housing. Gemini Housing, the development arm of the Smithfield Housing Authority is certainly interested in the building for this type of conversion.

Based on the recently revised housing element of the Comprehensive Community Plan which calls for the Town to support this type conversion (See Excerpt Attached) and on the need for affordable housing as expressed in the Comprehensive Community Plan, the Administration has structured the RFP to give preference to proposals that include affordable housing.

This RFP has been prepared to provide interested parties the opportunity to submit proposals for the purchase of the property for use or uses that the Town Council feels is in the best interest of the Town and is slated to be made available for advertising after review by the Town Solicitor. Proposers will have a 45-day period in which prepare and submit proposals.

ATTACHMENTS:

RFP # 20230630 - Property Sale William Winsor Elementary School Comprehensive Plan Excerpt).

MOTION:

That the Smithfield Town Council hereby authorize the advertisement of the RFP for the sale of the former William Winsor Elementary School property subject to review by the Town Solicitor.



Smithfield Comprehensive Community Plan Housing Element – Goals, Policies and Actions

GOAL H-2:

PROMOTE A SAFE, HEALTHY AND HIGH-QUALITY HOUSING STOCK THROUGH NEW CONSTRUCTION AND RENOVATION OF EXISTING STRUCTURES.

POLICY H-2.1 *In meeting housing needs, encourage and support the optimum use of existing housing stock, existing neighborhoods, and existing structures suitable for residential use, including rehabilitation and adaptive reuse of commercial and industrial buildings for housing, such as historic mill buildings.*

Action H-2.1a *Create a database of multi-family rental properties and housing that has experienced code violations, sought rehabilitation loans, or has been changed from single to multi-family use. Create a similar database identifying non-residential properties that might be appropriate for conversion to residential uses. These properties should be evaluated for their potential for acquisition and conversion to LMI housing by nonprofit housing agencies, or conversion by property owners with encouragement from tax incentives. Additionally, non-residential properties should be evaluated for their potential to be converted to market-rate housing.*

Town of Smithfield, RI

Request for Proposals



RFP # 20230630

Property Sale

William Winsor Elementary School

Table of contents:

Page 1	cover sheet
Page 2	Table of Contents & introduction
Page 3	Solicitation Instructions
Page 4	Notice to Responders
Page 5	Specifications
Page 6	Proposal Requirements
Page 7	Development Requirements – Inquiries - Timeline
Page 8	Evaluation Factors & Final Selection Process

Introduction:

The Town of Smithfield is seeking qualified bids to purchase the William Winsor Memorial Elementary School building located at 562 Putnam Pike, Greenville, RI 02868.

The School was built in 1930, the Town took possession of the School in 1954 at which time the Parent Teacher Association petitioned the Smithfield School Committee to name the school William Winsor Memorial School, to honor a long time town resident a man who served the community for over thirty years and had given so much service to Greenville. The property functioned as an Elementary until 2021. The school was most recently leased by Northern Rhode Island Collaborative, Foundations Academy. This lease was terminated on June 30, 2023.

Sealed proposals may be received at the Finance Office, attention: Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00 am on October 22, 2023 at which time all bids will be publicly opened and read aloud.



TOWN of SMITHFIELD
State of Rhode Island
Terms and Requirements for Proposals

Item Description: Sale of W. Winsor Elementary School – 562 Putnam Pike, Greenville, RI 02828

Date and Time to be OPENED: Friday, October 22, 2023 at 10:00 AM

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

Instructions

1. Responders must submit sealed purchase proposals in an envelope clearly labeled with the above captioned item or work. The purchase proposal envelope and any information relative to the purchase proposal must be addressed to the **Purchasing Agent, Finance Office, Town Hall, 64 Farnum Pike, Smithfield, RI, 02917**. Any communications that are not sealed purchase proposals (i.e., information or questions) should have “**NOT A PURCHASE PROPOSAL**” written on the envelope or wrapper.
2. Purchase proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Purchase proposal responses must be in ink or typewritten.
4. The purchase price proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Each responder is required to state in their purchase 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**.
6. **One original purchase proposal and five copies shall be submitted.**

TOWN OF SMITHFIELD
State of Rhode Island

NOTICE TO RESPONDERS

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the sale on the basis of the best purchase price proposed.
2. No purchase proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. Gen. Laws, as amended, Sections 7-1.1-99, 7-1.1-105, 7-1.1-106.
5. The Town of Smithfield reserves the right to reject any and all purchase proposals.
6. Where purchase proposals are the same, the Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All purchase 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. The responding developer/contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.

TOWN OF SMITHFIELD
State of Rhode Island

SPECIFICATIONS

The Town of Smithfield is offering qualified investors and developers an opportunity to acquire and develop Town-owned property.

The site, known as The William Winsor Elementary School, (Assessors Plat, 6 - Lot 49) located at 562 Putnam Pike (on Route 44) and is abutted by W. Cottage Ave to the west and Hattie Ave to the east and is comprised of 1 lot totaling 1.22 acres. The property is currently zoned Mixed Use (MU).

Proposals may be for development in keeping with the Town's desire to bring quality development to the area, it is the Town's intent to accept acquisition proposals from investors and developers proposing to convert the building for appropriate uses such as affordable housing, educational institutions or a mix of uses including affordable housing, professional offices, medical offices, medical institutions, health management organizations, financial institutions and the like.

In all cases, the Developer is responsible for all costs associated with meeting zoning requirements, obtaining necessary relief or, rezoning the property to an appropriate zone. The Developer should clearly illustrate the proposed use of the property and perform their own due diligence with respect to zoning and building requirements.

The site has a paved access drive that provides access to Route 44 and a paved area of approximately 30,000 sq. ft. in area, an open porch area of 576 sq. ft remains in place. The building has a first floor with a 17,682 sq. ft. area, second floor with 7,344 of area, a basement area with 6,998 of area, there is an open loading platform with 84 sq. ft. of area.

TOWN OF SMITHFIELD
State of Rhode Island

PROPOSAL REQUIREMENTS

- Price offered (Minimum Bid of \$2,300,000)
An Alternative minimum bid may be considered for project proposals based on the number of affordable housing units provided.
- Required Deposit of 10%
- Proof of Prior Experience
 - The responder must show that it has successfully completed development projects similar to that which is being proposed within the prior 7 years. The responder shall describe the work which best illustrates its ability to complete the development that is being proposed. As part of said description, the bidder shall include proof that the developments described were completed in a timely manner. In addition the bidder shall identify all development projects it has undertaken within the last 7 years.
- Identification of the Developer
 - The “Developer” is defined as any party participating in the purchase and redevelopment of the 562 Putnam Pike Site, including, but not limited to any partnerships, associations, limited liability corporations, and the like.
 - The proposal shall include the following information:
 - The Developer’s name, address, telephone number, facsimile number, and authorized representative;
 - Identification of all principals who would participate in the proposed development, as well as the nature and extent of each principal’s interest in the development group and of each principal’s liability.
 - Disclosure of all partners if the Developer is a LLC;
 - A summary of references regarding previous experience of the Developer, and of the principals of the Developer, for work on similar redevelopment ventures and comparable development projects;
- Financial Strength of the Developer
 - The proposal shall contain information which, in the responder’s judgment, is sufficient to show that it possess the financial capability to complete the development that is being proposed. At a minimum said proof shall include:
 - A statement as to whether the bidder has filed for the protection of a U.S. Bankruptcy Court in the last 7 (seven) years. If this statement is in the affirmative, the bidder must describe the circumstance that led to the filing, the ultimate disposition of the matter, [e.g., reorganization with a payment plan to creditors].
 - The financial statement will be evaluated according to ability of responder to support redevelopment and shall be kept confidential.
- Project Description
- Time schedule including commencement and completion dates.

TOWN OF SMITHFIELD
State of Rhode Island

DEVELOPMENT REQUIREMENTS

- The development plan shall address the Town's need for affordable housing as expressed in the housing element of the Town's Comprehensive Community Plan.
- The development shall be designed to minimize negative impacts to any abutting residential neighborhood and/or abutting land to the greatest extent practicable.
- The development shall maintain the existing vegetative buffer at the perimeter of the property to the greatest extent possible and shall comply with the landscaping, lighting, and other provisions of the Landscape Ordinance.
- The development shall conform to all provisions of the deed transferring the property from the state to the Town as are applicable (See Corrective Deed Instrument # 00015805, recorded September 1, 2011).

INQUIRIES

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

Carlos Santos
Purchasing Agent
64 Farnum Pike
Smithfield, RI 02917
csantos@smithfieldri.com

TIMELINE	
Request for Proposals Issued	September 6, 2023
Proposal Due Date and Opening	October 22, 2023 at 10:00 AM
Town Council Meeting for potential Bid award	November 7, 2023 at 7:00 PM

TOWN OF SMITHFIELD
State of Rhode Island

EVALUATION FACTORS

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

1. Responsiveness and feasibility of the proposed plan, considering overall approach/philosophy, and the Town's analysis of the risks posed by the proposal.
2. Required documentation, ability to meet the development requirements as stated in RFP.
3. Proposer's experience.
4. Proposer's pricing.

	EVALUATION FACTORS	Score
1.	Responsiveness and Feasibility of proposed plan	40
2.	Required documentation and ability to meet the development requirements as stated in RFP	10
3.	Experience	15
4.	Price Offered	35
	Grand Total:	100

FINAL SELECTION

Should the Smithfield Town Council decide to sell the parcel, it will select a responder/developer after taking into account the review, evaluation and recommendation of the Evaluation Committee in regards to the purchase proposals submitted for consideration. However, selection of the successful bidder will be in the sole discretion of the Town Council based on the best interest of the Town. Following the notification of the selected responder, it is expected a contract will be executed between the parties.

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



TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: September 5, 2023
To: Smithfield Town Council
From: Christopher Celeste, Assessor
Re: Tax Abatements

BACKGROUND:

Abatements are granted by the assessor as a result of assessment appeals on real estate, motor vehicles, and personal property. Adjustments are also made to motor vehicle tax bills to correct for erroneous data received from the Rhode Island Division of Motor Vehicles, including incorrect tax town and registration data. Additionally, the tax collector may request the abatement of taxes deemed to be uncollectible.

FINANCIAL IMPACT:

Total abatements for this period = \$28,620.95

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$28,620.95

The abatements contained herein are submitted
for your approval by:

Christopher Celeste, RICA
Assessor



September 5, 2023

Real Estate Subtotal:	\$27,278.59
Motor Vehicle Subtotal:	\$0.00
Personal Property Subtotal:	\$1,342.36
Total Abatements:	\$28,620.95