

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
August 20, 2024



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE**

**TUESDAY, AUGUST 20, 2024
7:00 P.M. – OPEN SESSION**

7:00 P.M. OPEN SESSION AGENDA

- I. Regular meeting convened at 7:00 p.m.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Special Recognition – Tyler Guilfoyle
- VI. Minutes:
 - A. Move that the minutes of the July 9, 2024 executive session meeting held to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2) Collective Bargaining; Local Union 1217 of the Laborers' International Union of North America, AFL-CIO, and Section 42-46-5(a)(1) Personnel; to consider, discuss, and act upon the Deputy Chief of Police employment agreement be approved as recorded and sealed.
 - B. Move that the minutes of the July 9, 2024 open session meeting be approved as recorded.
 - C. Move that the minutes of the July 23, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Pending Litigation (Case #: PC-2022-00953, Teresa Graham vs. the Town of Smithfield) be approved as recorded and sealed.
 - D. Move that the minutes of the July 23, 2024 open session meeting be approved as recorded.
 - E. Move that the minutes of the August 1, 2024 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments: None.

VIII. Public Hearings: None

IX. Licenses:

A. Consider, discuss, and act upon approving the annual renewal of three (3) Pool Table Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)
2. Portuguese American Social & Athletic Club, 40 Fenwood Avenue (one pool table)
3. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)

B. 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 Wednesday, August 21, 2024 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.

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

- “Black and White Party” to be held on Thursday, September 19, 2024 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.

D. Consider, discuss, and act upon approving a new Peddler’s License for Maria Maria, LLC d/b/a “Maria Maria Coffee Bar”, 47 Wood Avenue, Suite 2, Barrington, RI to sell coffee from a cart with RI Reg. # 1QB501 subject to compliance with all State regulations and local ordinances.

E. Consider, discuss, and act upon approving a new Mobile Food Truck License for Belly Busters, LLC d/b/a “Belly Busters”, 57 Elkland Road, Warwick, RI with a RI Reg. number 1RG-193, as applied, subject to compliance with all State regulations and local ordinances.

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

- Sunday, September 22, 2024 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.

G. Consider, discuss, and act upon approving a new Mobile Food Truck License for Griddle Me This, LLC d/b/a “Griddle Me This”, to sell smashed burgers, fries, onion rings and breakfast burgers from a truck with RI Reg. #1SR325, 5 Hollins Road, Cranston, RI, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing the Town Manager to sign a Master Agreement for crossing guard services with NESCTC Security Agency, LLC. as a sole source purchase in the amount of sixty-four thousand, six hundred twenty dollars and zero cents (\$64,620.00).

B. Consider, discuss, and act upon authorizing the Police Department to purchase sixty (60) Glock handguns, through the COMMBUYS Commonwealth of Massachusetts procurement system, from AmChar Wholesale Inc. of Rochester, NY in the amount of thirty-five thousand, six hundred seventeen dollars and zero cents (\$35,617.00).

C. Consider, discuss, and act upon authorizing a request from Ocean State Multisport to hold a Sour Apple Road Race in Deerfield Park on Sunday, July 6, 2025.

D. Consider, discuss, and act upon authorizing a request from the Rhode Island Brain & Spine Tumor Foundation to hold a “Blazin’ Battle Against Brain Cancer” Road Race in Deerfield Park on Sunday, May 18, 2025.

E. Consider, discuss, and act upon authorizing a bid award for the sale of town-owned property located at 321 George Washington Highway (AP 48/Lot 51).

F. Consider, discuss, and act upon authorizing the Fire Department to purchase one (1) 2020 Ford Explorer Police Interceptor vehicle from Metrowest Auto Sales of Worcester, MA in the amount of seventeen thousand, eight hundred eighty-seven dollars and zero cents (\$17,887.00).

G. Consider, discuss, and act upon authorizing the Fire Department to purchase Motorola APX8000 portable radios, through the National Association of State Procurement Officials, from Motorola Solutions in the amount of four hundred one thousand, seven hundred sixty-nine dollars and ninety-two cents

(\$401,769.92).

- H. Consider, discuss, and act upon authorizing a one-year extension for the purchase of gasoline and diesel fuel by the Department of Public Works through the Rhode Island Purchasing Agents Association.
 - I. Consider, discuss, and act upon authorizing a request for proposals for a town insurance broker.
 - J. Consider, discuss, and act upon a process for selection of a new Town Manager.
 - K. Consider, discuss, and act upon authorizing a request for proposals for executive and professional recruiting services for the hiring of a new Town Manager.
 - L. Consider, discuss, and act upon authorizing a Memorandum of Understanding with Bryant University.
 - M. Discussion concerning restricted groundwater extraction ordinance in the vicinity of the Davis Liquid Waste Superfund site located at 167 Tarkiln Road.
 - N. Consider, discuss, and act upon approving tax abatements in the amount of seven thousand, one hundred thirty-six dollars and nineteen cents (\$7,136.19).
- XII. Public Comment.
 - XIII. Adjournment.

AGENDA POSTED: August 16, 2024

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.

WEATHER ALERT ○

Heat Advisory: Bristol County, Eastern Kent County, Newport County, Northwest Providence County, Southeast Providence County, Washington County, ...

1 MORE ALERTS



STREET STORIES

Smithfield teen helping homeless people one tomato at a time

by: [Sarah Doiron](#), [Mike Montecalvo](#)
Posted: Jul 12, 2024 / 06:00 PM EDT
Updated: Jul 14, 2024 / 11:50 AM EDT

SHARE    

PROVIDENCE, R.I. (WPRI) — Smithfield High School junior Tyler Guilfoyle believes homeless people deserve a second chance.

“Homeless or not, they deserve to feel like they belong in the community,” the 16-year-old said.

That’s why he’s taken it upon himself to grow a vegetable garden at [Emmanuel House](#), a shelter owned and operated by the [Diocese of Providence](#).



Guilfoyle has been volunteering at Emmanuel House since he joined the National Junior Honor Society in middle school.

Though it started as a way to accumulate service hours, Guilfoyle said it has since become a meaningful part of his life.

ADVERTISING



“I’ve realized that it’s not about getting the hours. It’s about doing more than that,” Guilfoyle said. “It’s about giving back the community.”

“I just feel like there’s not enough people giving back to the people who need it the most,” he added. “I just want to help with that.”

Guilfoyle has been hard at work installing an irrigation system to water the garden’s tomatoes.

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Guilfoyle will never forget what he saw the first time he ever volunteered at Emmanuel House with his father and brother. It was Thanksgiving, and dozens of homeless Rhode Islanders were in desperate need of a warm meal and a roof over their heads.

“It was a shell shock,” Guilfoyle recalled. “I’d never experienced it before ... It gave me a sense that some people aren’t as fortunate and they need to be treated the same and given the same opportunities as everyone else.”

“I just kept thinking, ‘Oh my God, this is what’s happening in our own state and something has to be done about it,’” he continued.



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Providence man admits to 2023 killing; sentenced to 15 years in prison



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Guilfoyle said his goal is to not only cultivate the garden, but also restore some faith in humanity. He’s determined to spread the word about what’s happening at Emmanuel House and inspire others to pitch in as well.

“There’s people out there that need help and support,” he said. “I want to make [the garden] bigger and make it a whole community project.”

CONTENT CONTINUES BELOW SURVEY

WHAT DO YOU THINK?

Loading survey...



His father, Michael Guilfoyle, told 12 News he’s impressed by his son’s accomplishments.

“It transitioned from a work requirement to something he really wanted to do,” Michael said of the garden. “He’s seen the value in the fact that the food that’s grown here is actually feeding people that need it.”



Tyler doesn’t plan on stopping anytime soon. In fact, he said he never wants to stop volunteering, whether it’s at Emmanuel House or elsewhere.

“I know I just want to keep volunteering and keep helping people down the line,” he said

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PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, July 9, 2024

Place: Smithfield Town Hall

Time: 6:30 P.M.

Present:

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

I. President Lawton calls the Tuesday, July 9, 2024 Smithfield Town Council Meeting to order at 7:04 p.m.

At 6:30 p.m. a motion is made by Member Tassoni, seconded by Member Toppi, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2) Collective Bargaining; Local Union 1217 of the Laborers' International Union of North America, AFL-CIO, and Section 42-46-5(a)(1) Personnel; to consider, discuss, and act upon the Deputy Chief of Police employment agreement. **Motion is approved by a unanimous 4/0 vote.**

President Lawton states that one vote was taken in executive session: with a vote of 4/0 to approve the Deputy Chief of Police employment agreement.

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification

V. Presentations:

A. US Senator Jack Reed Recognition to the Balfour-Cole Post #64.

Vice President Iannotti reads a letter from Senator Jack Reed to the American Legion Balfour-Cole Post #64 into record. The Town Council present the members of post with a Certificate of Recognition of decades of service to the Smithfield community and the dedication of a conference room in his name (see attached document).

B. US Senator Jack Reed Recognition to Private First Class William Demaine Family.

Vice President Iannotti reads a letter from Senator Jack Reed honoring the late PFC William Demaine. The Town Council present PFC Demaine's sister with a Certificate of Accomplishment in recognition of his role as the founder of the Balfour-Cole Post #64 (see attached document).

C. Smithfield High School Golf Team Champions.

Member Tassoni states the following: In 2024 the Smithfield Sentinels golf team were congratulated for winning the Division 2 State Championship. Member Tassoni presents junior Jack Hannigan and Head Coach Jim Parente with Certificates of Recognition.

VI. Minutes:

- A. Move that the minutes of the June 18, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation and Section 42-46-5(a)(1) Personnel; to interview Christopher Caplinger, Michael Moan, and Angelica Bovis for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the June 18, 2024 executive session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 4/0 vote.**

- B. Move that the minutes of the July 18, 2024 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the June 18, 2024 open session meeting be approved as recorded. **Motion is approved by a unanimous 4/0 vote.**

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

- A. Planning Board reappointment with a term expiring in May of 2027**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Michael Moan to the Planning Board with a term expiring in May of 2027. **Motion is approved by a unanimous 4/0**

Planning Board reappointment with a term expiring in May 2027

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Angelica Bovis to the Planning Board with a term expiring in May of 2027. **Motion is approved by a unanimous 4/0**

- B. Economic Development Commission appointment with a term expiring in March of 2027.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Christopher Caplinger to the Economic Development Commission with a term expiring in March of 2027. **Motion is approved by a unanimous 4/0 vote.**

VIII. Public Hearings:

- A. Conduct a public hearing to consider, discuss, and act upon approving a new Class C Beverage License for RI FC OZ, LLC, d/b/a “Rhode Island FC”, 1150 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, Certificate of Good Standing from the RI Division of Taxation and a Business Registration.**

President Lawton declares the public hearing open.

Attorney Dane Ardeno representing RI FC OZ explains the following: This is a reclassification of a Class F to a Class C License. A Class C License is permitted under RIGL 3-7-8. The club is doing this because the Class C License would allow to operate year round under the original scope of the proposal. The Class F limits was limited to twelve (12) events per year.

President Lawton questions if the paperwork is in order. Town Clerk Antonuccio states that the items missing (Certificate of Good Standing and new Business Registration) are still outstanding.

Vice President Iannotti questions the reason for the change in licenses. Attorney Ardeno explains that the Class F License would limit all allowance of serving alcoholic beverages to twelve (12) events per year.

Vice President Iannotti also questions if the club uses Bryant University’s license. Attorney Ardeno explains that Bryant University does have a license, however, they have not agreed to use that under their contract.

Member Toppi questions what the setup will look like or how they are selling it. Director of Operations for RI FC OZ Tim Holmes explains the following: The club partners with RI School of Mixology who provides TIP certified bar staff that service all of their fans with their alcohol beverage requests. They have six (6) portable bar stations that serve beer and wine, as well as one (1) beer garden that serves beer and wine. They also have premixed cocktails in cans, therefore, there is no “free pouring”. Mr. Holmes assures the members that they follow all state mandated rules with respect to TIP certification, ID checking, and monitoring consumption.

Member Toppi also questions how many events. Mr. Holmes explains that they have hosted seven (7) events thus far, and their seasons last seventeen (17), if the team makes the playoffs, there will be twenty-one (21) events. Mr. Holmes further explains that no matter what, the season would end in mid-November.

Vice President Iannotti questions if the Town has a limited number of these licenses. Town Clerk Antonuccio states that based on our ordinance, there is no cap on Class C Licenses.

Kathleen Dudemaine, 1162 Douglas Pike, states that she objects to the granting of this license. Vice President Iannotti questions if there have been problems with these events. Ms. Dudemaine states that she anticipates that there will be problems. Ms. Dudemaine further states that she taught at Bryant University when a student was run down by a drunk driver and killed.

Ms. Dudemaine also states that, for the record, she wants to make her objection to any kind of broadening of any kind of alcohol by anybody at the entrance to Bryant University.

Police Chief, Richard St. Sauveur, states the following: Since the first day the police department has had an excellent relationship with RI FC. From what he has observed, they are very a detail oriented professional organization. There have been zero significant alcohol related events. From a public safety perspective, he has no concerns with this license being issued.

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

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve a new Class C Beverage License for RI FC OZ, LLC, d/b/a “Rhode Island FC”, 1150 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, Certificate of Good Standing from the RI Division of Taxation and a Business Registration. **Motion is approved by a unanimous 4/0 vote.**

IX. Licenses:

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

- **2024 Donor Gala to be held on Saturday, August 3, 2024 from 4:30 p.m. to 9:00 p.m.**

The party will take place at Revive the Roots, 10 Old Forge Road from 4:30 p.m. to 9:00 p.m., as applied, subject to all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve one (1) One-Day Beer/Wine License for Revive the Roots for a “2024 Donor Gala”, 10 Old Forge Road on the following date:

- **2024 Donor Gala to be held on Saturday, August 3, 2024 from 4:30 p.m. to 9:00 p.m.**

The party will take place at Revive the Roots, 10 Old Forge Road from 4:30 p.m. to 9:00 p.m., as applied, subject to all State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

B. Consider, discuss, and act upon approving a new Holiday Sales License for Mac’s Convenience Mart, LLC d/b/a “Mac’s Convenience Mart”, 200 Pleasant View Avenue, Unit 3, as applied, subject to compliance with all State regulations, local ordinances, and a copy of the Retail Sales Permit.

C. Consider, discuss, and act upon approving a new Victualling Only License for Mac’s Convenience Mart, LLC d/b/a “Mac’s Convenience Mart”, 200 Pleasant View Avenue, Unit 3, as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit and final approval from the RI Department of Health.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Victualling Only License for Mac’s Convenience Mart, LLC d/b/a “Mac’s Convenience Mart”, 200 Pleasant View Avenue, Unit 3, as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit and final approval from the RI Department of Health. **Motion is approved by a unanimous 4/0 vote.**

D. Consider, discuss, and act upon approving a new Mobile Food Truck License for Coronado, LLC d/b/a “California Taco Food Truck”, to sell tacos, nachos, burritos and tortas from a truck with RI Reg. # 1QB943, 616 Lewis Farm Road, Greene, RI, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Mobile Food Truck License for Coronado, LLC d/b/a “California Taco Food Truck”, to sell tacos, nachos, burritos and tortas from a truck with RI Reg. # 1QB943, 616 Lewis Farm Road, Greene, RI, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit. **Motion is approved by a unanimous 5/0 vote.**

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing a Memorandum of Understanding between the Smithfield Police Department and the Rhode Island Department of Public Safety for a Statewide Computer Aided Dispatch & Records Management System.

Police Chief Richard St. Sauveur explains the following: The Smithfield Police Department, and all but two (2) agencies utilized what is called IMC records management and dispatch software. The police department has used IMC since 1997, and in its day, it was state of the art. There have been many updates made, however, for a couple of years, the RI Police Chiefs Association and RI Department of Public Safety have been pushing to move for a better statewide records management and dispatch software. RI agencies are increasingly frustrated with IMC due to them not being very responsive to service requests, the server requires backup and is not Cloud based, and their costs continue to rise.

RI Public Safety went to bid for a new software package, and Gregg Catlow (IT) was part of the bid evaluation process for the state. CSI Tech Group was selected. Smithfield Police Department has been selected to be part of Phase I of the introduction to this software to RI law enforcement. They would be a test agency at no cost to them. A condition of being a test agency is the signed MOU.

Vice President Iannotti questions Page 5 of the MOU which states that Smithfield Police Department is responsible for the following contributions to the Statewide Records Management System account: \$51,902.63 on July 1, 2025 and the same amount for the three (3) following years.

Chief St. Sauveur explains that there is no cost to be part of the Phase I test period for one (1) year, however, after that there will be a cost for the software.

Member Toppi questions if this was in the budget. Chief St. Sauveur explains that this did not have to be in the budget because for this fiscal year there is no cost, however, the new chief will need to budget for it next year.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council authorize the Smithfield Police Department to sign a Memorandum of Understanding for Statewide Computer Aided Dispatch & Records Management System between the Rhode Island Department of Public Safety and the Smithfield Police Department to participate in Phase 1 of the Statewide CAD/RMS project. **Motion is approved by a unanimous 4/0 vote.**

B. Consider, discuss, and act upon authorizing a bid award to furnish and replace a defogger unit at the Smithfield Ice Rink.

Ice Rink Manager Thomas Tullie explains the following: This ice rink definitely needs this piece of equipment. A question was asked at the May 7, 2024 council meeting about this equipment. This equipment was in the five-year Capital Improvement Plan, and this would take the place of that. It was scheduled for 2027, and if approved this evening, it will be taken out of the CIP. Two bids were received, and both bids came in under the original quoted project that he received from a vendor. North Star Refrigeration who was the lowest bidder was chosen.

Vice President Iannotti questions the money being budgeted in the 2023 Capital Budget. Vice President Iannotti also questions the money staying in this account. Town Manager Rossi explains that this money rolls over because it has a three (3) “tail” after the appropriation. Town Manager Rossi further explains this allowed for flexibility because it was funded in the prior year.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Town Council award RFP#240328 for a defogger replacement to the lowest evaluated contractor North Star Refrigeration located at 95 Camelot Drive – Unit 1, Plymouth, MA 02360 for an amount not to exceed fifty-two thousand, two hundred and forty dollars and zero cents (\$52,240.00). **Motion is approved by a unanimous 4/0 vote.**

C. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract, through RI Master Price Agreement #584, with Beta Group of Lincoln, RI for the Highview/Hilldale Feasibility Study in an amount not to exceed one hundred forty thousand, nine hundred eighty dollars and zero cents (\$140,980.00).

DPW Director Gene Allen states the following: There have been meetings with residents in the area, and a Watershed Study has been completed that identified the volume of water that they would be contending with versus the capacity of the drainage system. The Feasibility Study is the next phase and will look at the alternatives and the options available to rectify the problem. There are several different options that can be considered. He wants to ensure that the money is being spent wisely. The Feasibility Study will take several of these options and bring them to approximately 30% design, and during that process, smaller portions may be found that can be done “in house” to make temporary fixes. This is a larger project that will require much more engineering and construction contract. At the end of this it may be known what the design will be and the options permitted. This will need to be brought before the RIDEM, and several culverts will need to be looked at. The existing river was put through a drainage system that was too small and putting it through a drainage system that can handle it. A great deal of permits will be required.

Vice President Iannotti questions if another study will be required after this. Director Allen explains that after this study, the Town will have a better understanding of cost and the options available. At that time the Town can make a decision. Director Allen further explains that they will meet with the residents again and decide what the best option is, and what would potentially qualify for grants and additional funding. Director Allen also explains that he thinks the next phase of this will be an actual design that would go out to bid.

Vice President Iannotti states that there are potential things that can be completed by the DPW to help out the situation. Vice President Iannotti questions the project taking six (6) months. Director Allen explains that this phase will take approximately six (6) months, and during that process, they will be looking at hydraulics and potential improvements. Director Allen further explains that looking at the existing drainage system there are some right turns that slow down the drainage because of restrictions, however, a couple of additional manholes could be installed to make the water flow quicker.

Vice President Iannotti questions the funding. Town Manager Rossi states that there is funding in the drainage account, DPW operating funds, engineering funds, and the residual would be paid for through the RUB account. Town Manager Rossi further states that it is eminent that we get this done.

Member Toppi questions how much is in the RUB account. Town Manager Rossi explains that he is not sure, however, it will definitely cover the balance between what is budgeted in the operating accounts. Town Manager Rossi further explains that the balance from those two (2) line items would be approximately \$30,000 and approximately \$70,000-\$80,000 in the necessary RUB.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council, authorize the Town Manager to enter into a contract with Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI 02865 for the Highview/Hilldale Estates Feasibility Study in the amount not to exceed \$140,980.00. **Motion is approved by a unanimous 4/0 vote.**

D. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the OMNIA Partners Contract #254, with Rehrig Pacific Company of Miami-Dade County, FL for the purchase of one hundred (100) 65 gallon refuse and one hundred (100) 65 gallon recycling carts in an amount not to exceed fifteen thousand, five hundred sixty-seven dollars and zero cents (\$15,567.00).

Director Allen explains the following: This is an annual purchase that the DPW makes. This covers any new homes that come in, and it also replaces existing carts. Many carts are now out of warranty or are broken/worn from being picked up.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council authorizes the Town Manager to enter into contract, through the OMNIA Partners Contract #254, with Rehrig Pacific Company of Miami-Dade County, Florida, for the purchase of 100-65 gallon refuse and 100-65 gallon recycling carts as described in the attached quote for a total cost of \$15,567.00. **Motion is approved by a unanimous 4/0 vote.**

E. Consider, discuss, and act upon a pole petition from RI Energy Co. to install one new pole on Whipple Road.

Director Allen states that he has no objection to the location of this new pole.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve pole petition WR 30969498 from RI Energy Co. to install one new pole #3-25 on Whipple Road as described in the attached petition. **Motion is approved by a unanimous 4/0 vote.**

F. Consider, discuss, and act upon a bid award for roof replacement at the Department of Public Works Garage.

Director Allen explains the following: The Town previously went out to bid, however, the bids came in over budget. The specifications and some of the warranty requirements were changed. The DPW is a 1950's building and needs work.

Vice President Iannotti states that he noticed this was in last year's capital (\$125,000) and questions this being carried over and making up the difference. Director Allen states that they will make up the difference this year out of the operating budget.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council authorize the Town Manager to enter into contract, with Construction & Disaster Solutions/Roof Masters of 17 Enterprise Lane, Smithfield, RI 02917, for the DPW roof replacement for a cost of \$138,698.00 plus \$8.00/sq. ft. for deck replacement. **Motion is approved by a unanimous 4/0 vote.**

G. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through RI Master Price Agreement #584, with Beta Group, Inc. of Lincoln, RI for the Park Department GIS layer development in an amount not to exceed fifteen thousand, eight hundred fifty dollars, and zero cents (\$15,850.00).

Director Allen explains the following: An Operations Audit of the DPW and the Parks and Recreation Department was completed last year, and one (1) of the recommendations was to move park maintenance to the DPW operations. DPW looks at all the assets in Town, and a GIS layer was created for many of them, which allows them to assign work orders and track labor and equipment time. This will also allow for facts to be provided to the council in the future when he needs to justify additional equipment, labor or budget.

Vice President Iannotti questions adding the parks equipment. Director Allen states that it is not equipment, it is layers, and will identify all of the assets the Town is responsible for managing. Director Allen further states work orders can be assigned to them, and he will understand how long it will take to do all of the particular work.

Member Toppi questions this being an organizational tool to make things more efficient and productive. Director Allen confirms that this is a management organization tool.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council authorize the Town Manager to enter into contract with Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI 02865 for the Park Department GIS Layer Development in the amount not to exceed \$15,850.00. **Motion is approved by a unanimous 4/0 vote.**

H. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement #563, with Hurd Automall of Johnston, RI for the purchase of two new Chevrolet Silverado 5500 Trucks for an amount not to exceed one hundred sixty-four thousand, ninety-five dollars and eighty-six cents (\$164,095.86).

Director Allen explains the following: These two (2) trucks are replacing a 2005 which does not run, and a 2009 has a chassis that is rotting out. The 2009 has already had the body replaced once. The cost of \$164,095.86 is through the Master Price Agreement, and he also checked the Municipal Boston Police Council. The price for the same trucks (with the exception of them being Ford F250s), would have been \$207,000. The 2023 is brand new and has not been sold yet, and he was able to save a great deal on that. On the other truck, he is just purchasing the cab and the chassis. One of the trucks the DPW currently has (#21) is an extended chassis that handles an 11' bed, and he purchased a new body for that truck three (3) years ago.

Vice President Iannotti questions if these trucks are being paid for over a four (4) year period. Director Allen confirms these will be paid for over a four (4) year period.

Vice President Iannotti also questions dividing the amount of \$164,000 by four (4), and that amount "hitting" the budget every year.

Director Allen confirms that amount will be in the budget every year for four (4) years.

Member Toppi questions how much mileage is on the old vehicles. Director Allen states that one (1) vehicle has 121,000 miles and the other has approximately 124,000 miles. Director Allen further states that the challenge is when these vehicles were purchased, they did not install hour meters. Director Allen also states that you want to see how many hours the truck runs, because many trucks have a great deal of idle time, and that works on the engine.

Member Tassoni states that the 2023 is \$89,000, and the 2024 is \$74,000 and questions the gap in prices. Director Allen explains that the 2023 is a regular sized chassis, and he is adding a flatbed with power lift gate. Director Allen further explains that 2024 is only the cab and the chassis.

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 Master Price Agreement #563 contract, with Hurd Automall of 1705 Hartford Avenue, Johnston, RI 02919, for the purchase of one (1) new 2023 and one (1) new 2024 Medium Duty Trucks, as described in the attached quote for the total cost of \$164,095.86. **Motion is approved by a unanimous 4/0 vote.**

I. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Fac116 State of MA contract, with C.N. Wood Company of Johnston, RI for the purchase of one (1) new Trackless MT7 Tractor with attachments in an amount not to exceed one hundred eighty-three thousand, seven hundred ninety-three dollars, and zero cents (\$183,793.00).

Director Allen explains the following: This piece of equipment is designed for municipal work, is only 4' wide, and has a tremendous amount of attachments. One of the attachments is a 14' mower deck which will help with parks, and eliminate asking for additional staff in the future because a great more work will be able to be done. This will handle much heavier grass if they happen to miss certain periods of time. The existing mower cannot handle some of the heavier grass. All of the attachments that the DPW currently has will fit on this equipment. A great deal of effort goes into mowing the sides of the roads, and equipment will help out tremendously from the Public Works side. They currently have a 2011 mow that they received by the state when they were done with it. This tractor is at the end of its life, and the last time it was fixed, it cost \$20,000.

Member Toppi questions the cost of the 2011. Director Allen states that he believes it is \$153,000 for the machine itself and the last one was \$146,000.

Vice President Iannotti states that this is an expensive mower. Director Allen reminds the members that this is not just a mower; it has a 14' mower that can be put on, it handles the boom mower, 6' flail mower, and a blower. Director Allen states that it is a very versatile machine.

Member Toppi questions how long this equipment typically lasts. Director Allen states that this is a well-built machine and will need maintenance, however, looking at a machine like this that is properly maintained, it would last approximately twenty (20) years.

Motion is made by Member Toppi, seconded by Member Tassoni, that the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Fac116 Stat of MA Contract, with C.N. Wood Company, Inc. of 60 Shun Pike, Johnston, RI 02919, for the purchase of (1) new trackless MT7 tractor in the amount of \$160,490.00 and the purchase of MT7 & Tractor listed attachments in the amount of \$23,303 for a total cost not to exceed \$183,793.00. **Motion is approved by a unanimous 4/0 vote.**

J. Consider, discuss, and act upon authorizing the Town Manager to enter into contract with Alta Equipment Company of Hookset, NJ as a sole source purchase of one new Miller Curber MC550 in an amount not to exceed eleven thousand, six hundred fifty dollars, and zero cents (\$11,650.00).

Director Allen explains the following: This is a small machine that will help keep the water contained within the roadway. The DPW has always done this by hand, and it does not look that great or last that long. This will give a more professional look and also allow for the DPW to do more curb work to help maintain the water within the roadways to keep out of resident's property.

Vice President Iannotti questions the DPW doing this by hand. Director Allen states that they do a good job, however, they do not last that long and you do not get enough compaction out of them.

Member Toppi questions if the DPW has received more berm requests this year due to the rain. Director Allen states that the DPW has received more berm requests this year due to the rain.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council authorizes the Town Manager to enter into contract, with Alta Equipment Company, of 1401 Hookset Road, Hookset, NH 03106 for the purchase of one (1) new Miller Curber MC550, as described in the attached detailed quote for the total cost of \$11,650.00. **Motion is approved by a unanimous 4/0 vote.**

K. Consider, discuss, and act upon adopting a resolution to purchase two (2) new Chevrolet Silverado 5500 trucks, one (1) new Trackless MT7 Tractor with attachments, and one (1) new Miller Curber MC550 for a total cost of three hundred fifty-nine thousand, five hundred thirty-eight dollars, and eighty-six cents (\$359,538.86).

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council vote to approve the Resolution to purchase two (2) new Chevrolet 5500 trucks for \$164,095.86, one (1) new Miller Curber MC550 for \$11,650.00, and one (1) new Trackless MT7 Tractor for \$160,490.00 with attachments for \$23,303.00, for a total cost of \$359,538.86. **Motion is approved by a unanimous 4/0 vote.**

L. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through RI Master Price Agreement #584, with Pare Corporation for engineering services for the north-end fire station project in an amount not to exceed fifteen thousand, seven hundred fifty dollars and zero cents (\$15,750.00).

Fire Chief Robert Seltzer explains the following: A copy of the agreement has been provided to the members and it is a for site/civil/traffic engineering work that needs to be done regarding the property the Town is looking at on 341 George Washington Highway.

Vice President Iannotti questions why the engineering is being done now when there is no project that has been developed (no agreement with the seller/leaser of the property and no financing plan). Town Manager Rossi explains this is about getting to the “bottom figure” to ensure the Town is able to stay within the budget that has been discussed. Town Manager Rossi further explains this will design and evaluate the ability to exit the property. Town Manager Rossi also explains that there are a great deal of pieces that is really our due diligence on top of it. Town Manager Rossi states that besides staying within the budget, it is also about ensuring that the exit works properly at that location (at the peak of the hill).

Vice President Iannotti states that there is a steep hill there, and questions if it will be alleviated somehow or is there a different exit. Town Manager Rossi explains that the potential design would be putting in a new driveway next to the “SureStay Hotel” abutting that right at the crest, and this allowing for visualization on both sides of the hill. Town Manager Rossi further explains that the potential design of the new station will be at an elevated spot where the bays will be, and the vehicles would have a minimal climb out to the roadway right or left. Town Manager Rossi also explains there are a couple of phases, however, this is a crucial piece to get us to the next part and ensure the Town stays within the budget and it is feasible.

Member Toppi questions this engineering report being needed to move forward with a P & S and all other agreements to get a budget for this project. Town Manager Rossi confirms this and states that a great deal of discussion with the next agenda item is amending the motion and has been provided to the members, which is to award the actual bid and give a letter of intent to the property owner. Town Manager Rossi further states that this will give the property owner flexibility with his leases, not to enter into a P & S as of yet. Town Manager Rossi also states that the Town will do its due diligence to ensure all of these pieces work, develop the financing plan, and budget to make sure everything is aligned. Town Manager Rossi states that the Town will come back to have that discussion.

Member Toppi questions if these engineering services went to bid. Chief Seltzer explains the following: They were selected through the recommendation of the Town Engineer and the State MPA. He met with them, and the property owner onsite prior to selecting them to review the entire project. They have done work with the Town in the past, and the Town Engineer was very pleased with their work. Chief Seltzer reminds the members that Pare Corporation does the site, civil, and engineering services, they do the whole package.

Member Toppi also questions in what other situations has the Town not gone out for an RFP, and what is the reason. Town Manager Rossi explains that the difficulty is engineering and is architectural services are required to be an RFQ, and they have already completed the qualifications end of this. Town Manager Rossi further explains that it is not legal to go for an RFP for engineering or architectural services because of the nature of what it is. Town Manager Rossi also explains that the process would be based on the pricing, which has already been evaluated and negotiated by the state, and gives the Town the flexibility to lock in the best possible rate.

Town Manager Rossi also explains this completes the process to allow the Town to move forward with its process at the same time. Town Manager Rossi states that the Town done this the Beta Group and has been a common practice for these types of services.

Member Toppi states that the agreement says “The Scope of Services is anticipated to be complete by July 2024”. Member Toppi questions this timeframe. Chief Seltzer explains that this was based upon the original agreement that was presented sooner, and it will not be completed by the end of the month. Chief Seltzer further explains that Pare is working is already reviewing, however, he anticipates this moving into August 2024. Chief Seltzer also explains that everything Pare “comes up with”, the property owner that is doing the renovations can be asked to do specific things as part of the project. Chief Seltzer states that there will probably be additional lighting, drainage, and the new exit setup will require certain types of asphalt pavement/curbing.

Vice President Iannotti questions the source of funding for this. Town Manager Rossi states that the funding is the \$1M grant and authorization for the borrowing. Town Manager Rossi further states the \$1M grant is set specifically for the purchase or construction of the fire station, it would be the authorization of borrowing that the voters approved. Town Manager Rossi reminds the members that there would also be the potential profit from the sale of the other land.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, to authorize the Town Manager to accept and sign the contract for Pare Corporation’s engineering services at a fee of \$15,750.00. **Motion is approved by a unanimous 4/0 vote.**

M. Consider, discuss, and act upon authorizing the Town Manager to issue a letter of intent for a bid award and enter into a Purchase & Sales agreement for the purchase of real property/existing structure for a new fire station subject to review by the Town Solicitor.

Town Manager Rossi explains the following: There has been discussion on this to ensure the Town has all of the “pieces” in line, and to ensure that the only action the council is taking this evening is to authorize the issuance of the letter of intent, and award the bid for the new and existing real property for the fire station. Further being that the final approval of the new fire station project shall be considered by the Town Council upon the submission of a detailed agreement with Mr. Graham and a detailed financial plan for the project.

Chief Seltzer states the following: When this went out to bid, the only proposal received was for a piece of property to be potentially renovated was the property at 341 George Washington Highway. The Town worked with the property owner for several months to come with the design, and the Town went through many potential ways to use the property. This is a very good final layout because it is next to the main roadway, and they can get out of the station right away. The bond was \$4.5M, and the Town received a \$1M grant, therefore, we will be where we were expected to be when this project began six (6) years ago (\$4.5M - \$5M). This property also allows for future expansion because there is extra room within the building, and headquarters and fire alarms will be moved there. This will reduce the cost of the renovations at Putnam Pike fire station. Overall this will reduce future costs thought to have been put into one (1) of the other facilities. In the long run for the Town, it will fit the need in that area and there will be plenty of room for expansion.

Member Toppi questions the plan for the Putnam Pike station. Chief Seltzer explains that part of this project is to move the headquarters staff there. Depending on how the agreement comes together, and the amount of space open in the building that will be worked out with the property owner. Chief Seltzer further explains that was a \$1.5M project on Putnam Pike based upon what the Town was looking for in design, and this will come down significantly. Chief Seltzer reminds the members that the building was built in 1939, and although the building is solid, work needs to be done. Chief Seltzer assures the members that the footprint of the building will remain as it is.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Town Council issue a letter of intent and award the bid for the purchase of new and existing real property for a new fire station to be located at 341 George Washington Highway (Plat 48, Lot 58) to David Graham. Final approval of the new fire station project shall be considered by the Town Council upon the submission of a detailed agreement with David Graham and a detailed financial plan for the project. **Motion is approved by a unanimous 4/0 vote.**

- N. Consider, discuss, and act upon authorizing the Fire Department to purchase one (1) Stryker Power Pro T Cot from Stryker Medical as a sole source purchase in the amount of twenty-three thousand, seven hundred eighteen dollars, and zero cents (\$23,718.00).**

Chief Seltzer explains the following: This project of upgrading the stretchers on all of the first run rescues started approximately five (5) years ago. This is the last one to purchase to have them all upgraded.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, to purchase one (1) Stryker Power Pro XT Cot from Stryker Medical for a price of \$23,718.00. **Motion is approved by a unanimous 4/0 vote.**

- O. Consider, discuss, and act upon authorizing the Fire Department to purchase eight (8) Motorola APX 6500 800 MHz mobile radios from Sunny Communications of Lakewood, CO as a sole source purchase in an amount not to exceed fifteen thousand, eight hundred ninety-three dollars, and zero cents (\$15,893.00).**

Chief Seltzer explains the following: This item and the previous item are in this year's capital budget. These radios will outfit the remaining fire apparatus and staff vehicles that the department has in their fleet. This will change over their communications to the RI Communications **800 MHz** system. The department has used this company for quite a few years. They are refurbished radios, however, they are almost 50% of the cost of new radios. All of the radios installed were done through grants.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, to purchase eight (8) Motorola APX 6500 800 MHz mobile radios from Sunny Communications of Lakewood, CO for a price of \$15, 893.00. **Motion is approved by a unanimous 4/0 vote.**

P. Consider, discuss, and act upon authorizing a bid award for cafeteria equipment at multiple school building locations on behalf of the School Department.

Director of Financial Operations Manager Melissa Devine explains the following: The School Department is seeking a bid approval to replace cafeteria equipment at Smithfield High School and Gallagher Middle School. Proposals were accepted through January 18, 2024. The delay was due to some of the funding that RIDE was releasing "Get the Foam Out", which is part of the financial support for the School Department. Because of the delay in that reward, the School Department had to wait to request this bid award. Two (2) proposals were received, and reviewed. Both companies agreed to honor their proposals. John-Lancaster & Associates was selected.

Vice President Iannotti questions if the funding is through a grant. Director Devine states that the majority of the funding will be through the following grants: Healthy Meals Incentive Grant in the amount of \$59.5K, USDA Equipment Grant in the amount of \$29.2K, and a Get the Foam Out grant in the amount of \$72K. Director Devine further states that the remainder will be funded by the Nutrition Fund in the amount of \$203.5K.

Vice President Iannotti also questions what the Nutrition Fund is. Director Devine explains that the Nutrition Fund is an Enterprise Fund that runs the food service program at the School Department, and the USDA requires this fund not carry any more than three (3) months of expenditures. Director Devine further explains that during the pandemic there was a significant amount of funding available, and many school districts have built up a surplus.

Vice President Iannotti wants assurance that taxpayer money is not being used. Director Devine assures the members that most of the money will be coming from the Food Service Program which is self-operating.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council, on behalf of the Smithfield School Department, award RFP# 231139 for cafeteria equipment at Smithfield High School and Gallagher Middle to Johnston-Lancaster & Associates, Inc. located in Taunton, MA for an amount not to exceed three hundred and sixty-four thousand one hundred and eighty dollars and zero cents (\$364,180.00). **Motion is approved by a unanimous 4/0 vote.**

Q. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through RI Master Price Agreement #416, with ATR Treehouse of Providence, RI in an amount not to exceed twenty-one thousand, five hundred fifty-eight dollars and eighty-six cents (\$21,558.86) for the purchase and installation of audio equipment for the Boyle Athletic Complex on behalf of the School Department subject to approval by the Boyle Athletic Complex Subcommittee.

Director of Building and Grounds Angelo Menucci explains the following: This is the sound system associated with the Boyle Athletic Complex and will be located within the press box. The School Department went out to bid with an "add all" for the press box, and that came in quite high. The School Department decided to go out independently to reduce the overhead of a subcontractor.

During that time the School Department always kept a budget line item for the sound system. This is significantly lower than what was originally bid for, and the School Department has done work with this vendor before.

Member Toppi questions if there is a reason that the council is receiving this before the School Department. Director Mencucci states the School Committee has already awarded this at their last meeting. Member Toppi states that the memo shows that the “School Committee will be voting to approve this purchase at their July 22, 2024 meeting.

Director Mencucci states that the purchase was approved under the Boyle review package, and the only entity that needs to review this would be the Boyle Subcommittee.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council, on behalf of the Smithfield School Department, award RFQ# 24614 for the purchase and installation of audio equipment for the prefabricated press-box at Boyle Athletic Complex to ATR Treehouse, located in Providence, RI for amount quoted, not to exceed, twenty-one thousand five hundred and fifty-eight dollars and eighty-six cents (\$21,558.86), pending School Committee approval at their July 22, 2024 meeting. **Motion is approved by a unanimous 4/0 vote.**

R. Consider, discuss, and act upon authorizing the release of two hundred and four thousand dollars and zero cents (\$204,000) in fees-in-lieu-of funding to Gemini Housing Authority for development of a low-to-moderate income housing project at the former William Winsor Elementary School.

Attorney Joseph Tudino who is representing Gemini Housing explains that following: This project was originally conceived as family housing, and there was an addition that was going to be put on the school. Now this project is being looked for strictly elderly housing allowing for all of the units to be fit into the existing building and keep the historical character as is. Gemini Housing would like to apply for the in-lieu of funds as part of the deposit and part of the working capital to get this going.

Town Manager Rossi states that an updated P & S was provided to the council based on the feedback from the prior meeting concerning the P & S Agreement at that point.

Solicitor Gallone explains the following: A few changes were made. One (1) was clarifying the restriction on the type of housing that would be constructed. They would be strictly eldering housing, one (1) bedroom units. There will be forty-two (42) elderly housing units, and is a 100% affordable project that will help the Town meet its affordability goal. It will count towards the 10% requirement to be met sometime in the future. The time in which the applicant needed to obtain permits (nine hundred and seventy-five (975) days) was shortened. The reason they were looking for a lengthy amount of time was due to the fact that they obtain their funding from “different buckets” of financing.

Seth Sokoloff of Barbara Sokoloff Associates explains the following: The original intent was to allow for a number of funding cycles. RI Housing Low Income Tax Credit has an annual funding cycle and comes out in December or January. If you do not make it into the first round, or make it into the first round, and do not get approved, you get another opportunity.

It would allow Gemini to go through one (1) funding cycle to obtain the financing, however, these projects take two (2) or three (3) funding cycles.

Vice President Iannotti questions if there are other funding sources being considered. Mr. Sokoloff states the following: They are considering multiple funding sources, however, most rely on a “consolidated application”. RI Housing and the Department of Housing provide the bulk of the funding for affordable housing in the state. They are combined on that consolidated application.

Vice President Iannotti questions if all funding sources available in the RI Department of Housing because “we” have met with the Secretary of Housing who indicated that he would provide any assistance that the Town may need developing this kind of housing.

Mr. Sokoloff states that they are a “work in progress” developing their programs, and there are no funding sources available at the moment. Mr. Sokoloff further states that he anticipates a mid-cycle (late summer/early fall), however, it is generally not enough to fund a whole project.

Member Toppi questions if the financial statements for 2023 are available. Clare Fortin, 5 Garden Avenue, explains that they are in the process of making those statements.

Member Toppi questions how many people are on the waiting list for senior housing. Ms. Fortin states that there are two hundred four (204) on the waiting list for the Greenville Manor. Member Toppi questions how many of those are Smithfield residents. Ms. Fortin states that approximately eight-four (84) are Smithfield residents. Member Toppi questions if those residents are single or raising children. Ms. Fortin states they are single or couples.

Member Toppi questions where they are currently residing; single family homes, homeowners, condos, hotels, homeless. Ms. Fortin does not have that information.

Member Toppi questions what their process is to ensure Smithfield residents get preferential treatment. Member Toppi states that she was told that the same was to be the case Georgiaville Village Green, and that did not happen. Member Toppi wants confirmation if there was truth to that. Ms. Fortin states that for Georgiaville Village Green there is no preference to Smithfield residents. Ms. Fortin further states that it depends on where the funding comes from on whether you can give preference to Smithfield residents. Ms. Fortin also states that she does not believe that they will be able to give Smithfield residents preference.

Member Toppi questions the rent prices will be or if that fluctuates. Ms. Fortin states that she does not know the rent prices.

Member Toppi questions them pursuing funding for 202 Supportive Housing for the Elderly. Ms. Fortin confirms they will be pursuing that funding. Member Toppi explains that the program states that it serves very low income ages sixty-two (62) or older, however, the proposal states that all units affordable to low/moderate income households. Member Toppi further explains that there is a difference between those three (3) things and questions which one it is. Ms. Fortin states that they would be pursuing the HUD 202 Housing. Mr. Sokoloff explains that HUD 202 would not necessarily fund the entire project, therefore, you may only have a number of HUD 202 units.

Member Toppi questions the name of the other funding source. Mr. Sokoloff explains that the other funding source is Low Income Housing Tax Credit is the major one, but they also have the bond funds that the legislature is approving (\$120M), and the Department of Housing also offers other programs.

Member Toppi states that she was unaware of this and did not get a chance to research anything other than HUD 202. Member Toppi further states that she does not know the stipulations of any other funding.

Member Toppi questions if funding for the inter-generational units will be sought after for 202 Supportive Housing. Ms. Fortin states that they would seek additional funding to support elderly housing.

Member Toppi states that under the section 202 it states that in 2022 Congress appropriated funds to support the creation of inter-generational dwelling units for elderly caregivers raising children. Member Toppi suggests this could be an option for section 202. Member Toppi questions if that will be part of the units. Mr. Sokoloff states that they are talking about one (1) bedroom units and not inter-generational units. Ms. Fortin states these are singles or couples.

Member Toppi questions when the members will receive the other drawing for the one (1) bedroom units. Ms. Fortin states that she spoke with the architect today, and he is working on them.

Member Toppi states that the P & S says forty-two (42) units, and the proposal says forty-five (45) units. Member Toppi assumes that the P & S Agreement “trumps”. Attorney Tudino states that Member Toppi is correct.

Member Toppi states that now that she knows they are seeking other funding sources, she thought the term elderly housing and the P & S Agreement was quite vague, but she guesses it has to be because they are seeking other funding sources.

Vice President Iannotti states that this has been changed in the latest draft, and is referred to as “age restricted housing rental units”. Vice President Iannotti asks for a definition of “age restricted” and if there is a number/age. Mr. Sokoloff states that HUD has a number, however, the Town can make a number as well. Mr. Sokoloff further states that the council can say it will be fifty-five (55), and the council approves that number, he thinks that can happen. Mr. Sokoloff also states that this would generally come in with a Comprehensive Plan Review.

Member Toppi questions the stipulations of the other funding sources. Mr. Sokoloff explains the following: With respect to the income levels, in the last consolidated rounds there are eight (8) or nine (9) different programs that were applied for, and some restricted the income to 80% of the median income. A couple were in the middle range 80%-120%, but most were 80% and below. Things go better when you are supporting lower income folks, and it helps the project get funded.

Member Toppi questions the configuration of the units and what they will be at this time with the exception of them all being one (1) bedroom. Ms. Fortin confirms this.

Member Toppi explains that she know that the representatives were not present at the last meeting, but she thought it was a shame that this “went through” without getting her questions answered. Member Toppi further explains that she hopes “we” can work something out, and that does not happen in the future. Member Toppi felt that was a disservice to the residents.

Member Toppi questions the historical character and if there is a list that the Historic Preservation Commission has so that they know those will stay. Attorney Tudino states that the architect will be meeting with the Historic Preservation Commission to ensure that is taken care of.

Solicitor Gallone explains the following: In the P & S Agreement Gemini has a one hundred and twenty (120) day due diligence period to complete the engineering or Feasibility Study to determine if the project actually works. After that one hundred and twenty day (120) period, and they commit to the project, their deposit becomes nonrefundable. In essence, the Town is releasing tax credit money to them, and the Town would get it back. Gemini is responsible for the carrying costs after the due diligence period. The Town has costs that they are incurring for utilities and insurance, and they have agreed to cover those costs as they proceed with this project.

Solicitor Gallone questions if all of the funding source cycles mirror each other or are they at different times throughout the year. Mr. Sokoloff explains that the point of the consolidated application was to do it all at once, however, there are others. Mr. Sokoloff explains there is a funding cycle through the Federal Home Loan Bank (due in the middle of July), RI Housing is having a “mini round” in late summer/early fall. Mr. Sokoloff also explains that most of it is concentrated so that you can get all of your funding at once.

Member Toppi states that the 202 is specific population, adults over sixty-two (62) and questions if the other funding sources are specific population. Mr. Sokoloff explains that some of the more specific people with disabilities, extremely low income, or homeless, but most of the sources are not.

Member Toppi questions if all of the people on the list are in state people or out of state as well. Ms. Fortin states that there are some out of state people. Member Toppi questions how many or the percentage. Ms. Fortin estimates the amount to be 10%.

Member Toppi wants to confirm that there is no guarantee that Smithfield residents will get preferential treatment. Mr. Sokoloff questions if that can be done in any housing. Member Toppi states that she does not know, but she was told “yes” that at the last meeting.

Attorney Tudino states it added in the agreement that for any further extensions Gemini would have to appear before the council to give them a progress report. Solicitor Gallone states that the Town shortened the permitting process at two hundred forty (240) days, and then Gemini would have to come back before the council with progress reports. Solicitor Gallone further states that the council would need to agree to an extension. Attorney Tudino states that they would have more specific plans at that time.

Vice President Iannotti feels that what was voted on at the last Town Council meeting was definitely not in the best interest of the Town to have two and one half 2^{1/2} to three (3) year period of time where the building was sitting.

Vice President Iannotti states that this is a much better agreement with one (1) year and if extensions are needed the council and Gemini can work that out if it is needed, why it is needed, and how much. Vice President Iannotti further states that the carrying costs are borne by the developer. Vice President Iannotti thanks Solicitor Gallone and Attorney Tudino for their hard work to make this a really good, much better P & S Agreement that protects the residents.

Member Toppi questions the balance Gemini has in their account because she lacks the 2023 statements. Ms. Fortin explains that the Gemini audit is part of the Housing Authority. Ms. Fortin further explains that just for Gemini, the balance is approximately \$200,000. Member Toppi questions if that is the money received for rent. Ms. Fortin states the Gemini receives their money from management fees (Village Green and Macintosh Estates). Member Toppi questions who gets the money from rent. Ms. Fortin states that the Housing Authority gets the money from rents.

Member Toppi questions if the funding sources being sought after have a limit on individuals in a unit. Ms. Fortin confirms this.

Mr. Sokoloff reminds the members that in order to get financed you need to maintain a certain level of liquidity.

Motion is made by Member Tassoni, seconded by Vice President Iannotti that the Town Council allocate the entire balance of the funds in the fee in-lieu of account to Gemini Housing Corporation to assist with the acquisition and development of age restricted affordable housing at the former William Winsor School. **Motion is approved by a unanimous 4/0 vote.**

S. Consider, discuss, and act upon authorizing a construction and maintenance agreement with the RI Department of Transportation for wall stabilization at Greenville Cemetery #45.

Town Manager Rossi explains the following: There discussions and work took place with RIDOT made this happen, and is a long time coming. This cemetery is across from the old Greenville Inn, and the sidewalk is closed off. This agreement will require RIDOT to complete all the necessary work to sure up the wall with a new wall in front of it. The design will be “like manner” to what is existing and maintain the crypt door to be able to be opened. From that point forward the sidewalk and the wall would be handed to the Town for the future. RIDOT is expected to do a “one time fix”, which is expected to be a long-term fix. This will keep the residents and passersby safe and get the sidewalk back open. They will alter the sidewalk to allow for all of the things to happen, but it will be safe and ADA compliant.

Vice President Iannotti questions this being a Construction and Maintenance Agreement, and who will be responsible for the maintenance. Town Manager Rossi states that the Town will be responsible for maintenance after it is handed by over to the Town, and this has been fully engineered/evaluated, and this is the best approach with keeping the historic aspect of the wall and crypt door safe to keep the esthetics of it. Town Manager Rossi further states this will also keep the body remnants up along the wall safe.

Vice President Iannotti states that the stones are falling off which is a safety hazard.

Town Manager Rossi states that there was a stone on the ground, and he assures the members this is being monitored by the DPW and their consultant.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Town Council hereby authorizes a construction and maintenance agreement with the RI Department of Transportation for wall stabilization at the Greenville Cemetery #45. **Motion is approved by a unanimous 4/0 vote.**

T. Consider, discuss, and act upon authorizing a short-term extension of the existing Veolia Water Service Contract.

Town Manager Rossi explains the following: This item has to do with the RFP that was awarded to Veolia Water. It has been a long challenge of getting the long-term agreement finalized. The Town needs this additional extension for the time being, and to come before the council in August with the final contract.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes a short-term extension of the existing Veolia Water Service Contract. **Motion is approved by a unanimous 4/0 vote.**

U. Consider, discuss, and act upon authorizing the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Local Union 1217 of the Laborers' International Union of North America, AFL-CIO.

Town Manager Rossi explains the following: This contract deals with the LIUNA members (DPW, Parks & Recreation, police civilians, and town hall) across all facets of the Town's operation. The Town has a great working relationship with them, and there were amiable negotiation sessions that took place over the last month and a half. Financial feasible options for the Town were made to stay within the constraints of the approved budget. Town Manager Rossi reviews the fluctuation amounts which is due to the retirement system. This contract helps the lower paid employees to be marketable and be able to retain them.

Member Toppi asks Town Manager Rossi to speak about what he previously told the members about the items in the contract not being "set in stone", and there is some flexibility to whether or not the Town wants to follow these items.

Town Manager Rossi states the following: There is one (1) item which has to do with adding a clause allowing the Town Manager to consider implementing a four (4) day or four and one half 4^{1/2} day work week in the months of July and August. The first time this would be considered would be for next July, and he would work collaboratively with the members of the town hall and a representative of each department. He would sit down in January or February to see what would work best for the departments based on the activity they see in July and August and the best approach for the residents. This just allows for flexibility and does not mean it will be done, but at least it is written in the contract.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby ratifies the proposed Collective Bargaining Agreement between the Town of Smithfield and the Laborers' International Union of North America AFL-CIO Local Union 1217 for the Police Civilians, Town Hall, and Department of Public Works for the term July 1, 2024 – June 30, 2027 pending final approval by the Town Solicitor. **Motion is approved by a unanimous 4/0 vote.**

V. Consider, discuss, and act upon changing the August 13th Town Council meeting.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby pushes the meeting back one (1) week to August 20, 2024. **Motion is approved by a 4/0 vote.**

W. Consider, discuss, and act upon a bid award for Senior Center parking lot repairs.

Town Manager Rossi explains the following: This is the last piece with respect to the CDBG Grant to beautify and improve the Senior Center. This will secure and make the parking lot ADA compliant. This is being fully funded by the grant.

Motion is made by Member Toppi, seconded by Member Tassoni, that the Smithfield Town Council hereby award RFP# 240508 Smithfield Senior Center – parking lot repairs to the lowest evaluated bidder Cassisi II Construction, Inc., located in Johnston, RI for a total cost not to exceed fifty-five thousand, six hundred and twelve dollars and sixty-six cents (\$55,612.66). **Motion is approved by a unanimous 4/0 vote.**

X. Consider, discuss, and act upon authorizing a second amendment to the Memorandum of Agreement with Bryant University.

Town Manager Rossi explains the following: The Town has reached an agreement with Bryant University, which is great for both parties. At this time the Town is finalizing the legal language to agreement in the aspects both parties see fit. Once finalized, the agreement will come before the council on August 20, 2024.

Vice President Iannotti feels this has taken a long time to get the language, although the numbers are already known. Town Manager Rossi states that based on the conversations, the Town is just about there. Town Manager Rossi further states that he did not want to overly rush the date to get it ready for tonight.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes a second amendment to the Memorandum of Agreement with Bryant University. **Motion is approved by a unanimous 4/0 vote.**

Y. Consider, discuss, and act upon authorizing a bid award for financial audit services for Fiscal Year 2024.

Finance Director Caitlyn Choiniere explains the following: The Town went out to bid on June 21, 2024 for a second time because the Town did not receive what it anticipated the first time. Clifton-Larson-Allen, LLP was chosen as the lowest bidder. They have excellent qualifications and expertise in the field.

Town Manager Rossi is suggesting to remove the library audits from this recommendation because of the absorbent cost they are trying to charge for the two (2) small nonprofits. Town Manager Rossi explains that time is not of the essence as getting the Town and the School Department started. There are not as many government finance auditors out there, and that “bumps” the price up. The Town will be seeking smaller firms to consider doing the library audits, and getting the RFP before the council at the August 20, 2024 meeting.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby approve the Financial Audit Services contract, to the lowest qualified bidder, Clifton-Larson-Allen, LLP for one fiscal year ending June 30, 2024 with two one year extensions for fiscal year ending June 30, 2025 and June 30, 2026. **Motion is approved by a unanimous 4/0 vote.**

XII. Public Comment: None

XIII. Adjournment

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

Meeting adjourns at 8:41 p.m.

Town Clerk

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, July 23, 2024

Place: Smithfield Town Hall

Time: 6:30 PM

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 Solicitor Anthony Gallone, Esq.

I. President Lawton calls the Tuesday, July 23, 2024, Smithfield Town Council Meeting to order at 6:30 PM

II. A motion is made by Member Toppi, seconded by Member Tassoni, to convene into Executive Session pursuant to Rhode Island General Laws Section 44-46-5(a)(2) to consider, discuss, and act upon Pending Litigation (Case#: PC-2022-00953, Teresa Graham vs. The Town of Smithfield. **Motion is approved by a unanimous 4/0 vote. Member Kilduff arrives after the executive session is convened.**

III. Reconvened into open session at 7:48 PM and President Lawton reports that there were no votes taken in executive session.

IV. Adjournment:

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

Meeting adjourns at 7:49 PM

Anthony Gallone, Town Solicitor

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Thursday, August 1, 2024

Place: Smithfield Town Hall

Time: 6:00 P.M.

Present:

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

- I. President Lawton calls the Thursday, August 1, 2024 Smithfield Town Council Meeting to order at 6:00 p.m.**
- II. Consider, discuss, and act upon adopting a resolution for a construction and maintenance agreement with the RI Department of Transportation for wall stabilization at Greenville Cemetery #45.**

Town Manager Rossi explains the following: This agenda item is in conjunction with the actual agreement that was approved at the last council meeting. RIDOT requires a resolution in addition to the agreement to allow for them to move forward with hiring a design team and start the process to repair the wall.

Historic Preservation Commission Chair Robert Leach explains the following: There is purview over this project by the RI Historic Preservation Commission and the Town's Historic Preservation Commission. The State of Rhode Island visited the site, they reviewed it and made comments. Because there is state money involved, historic preservation will be one (1) of the gatekeepers to ensure the repair/restoration of the crypt in the wall will be done to their satisfaction and the department of interior standards that they need to follow. This could be cheaper and faster.

The experienced person that was there, Michaela Jergensen, would be an added value because she has a great deal of experience. Because state funds have been expended, this triggers the State Act. This means that RI Historic Preservation Heritage Commission will be contacted by RIDOT, and there will be an understanding as to the proper way to restore /rebuild this particular historic structure. They have ongoing relationships with RIDOT and the Cultural Resources Unit. The Town's HPC stands ready to help with that design. The HPC has a historical preservation architect and a senior structural engineer on the commission. Chair Leach reminds the members that the commission is just "advisory", but ensures that the council gets the best information so they can make their decision. This will be in concert with the same opinions and rules/regulations that the State of Rhode Historic Preservation Commission and Heritage Commission follows.

Vice President Iannotti questions if the Town has assurance that in addition to the RI Historical Preservation Commission that Smithfield's will also be intimately involved in this process.

Town Manager Rossi states the following: Whether or not Smithfield is, they have their rules/regulations they need to follow to ensure everything is being done by the book. This is just the first stage to get the design, and who is going to reach out to all of those groups to make sure.

Vice President Iannotti questions if they are going to reach out. Town Manager Rossi explains that whether or not they are going to involve Smithfield or not, but they are going through RI Historic Preservation which they are required to do.

Chair Leach explains that they are deferring to us as a local historic preservation group, a commission, not a society.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby adopts a resolution for a construction and maintenance agreement with the RI Department of Transportation for wall stabilization at Greenville Cemetery #45. **Motion is approved by a 5/0 unanimous vote.**

III. Consider, discuss, and act upon a process for selection of a new Town Manager.

President Lawton explains the following: He was on the council in 2017, and there was a need for a Town Manager. The Town advertised (Facebook, Boston Globe, ProJo, etc.). There was Search Committee consisting of people around Town that the council unanimously voted on. They did a great job of finalizing five (5) or six (6) candidates. The council did the final interviews.

Member Kilduff questions if it has always been consistent with a representative from large businesses being on the board or if it has fluctuated. Town Manager Rossi explains that it has fluctuated slightly, but it usually tries to cover all of the areas that should be making the decision for the greater good of the whole Town.

Member Tassoni questions if it has always been five (5) or seven (7) candidates. Town Manager Rossi states that he does not have the prior counts. Member Tassoni thinks it must be an odd number. Town Manager Rossi states there were five (5) people on it the last time, and HR Director Susan Pilkington was the secretary.

President Lawton reminds the members that the committee's decision was not final, and the council was able to see everyone's resumes, and there were great candidates making it hard to choose one.

Member Toppi states the following: She thought she would help out because she is a recruiter for a day job. She has some ideas with respect to a selection process. After reviewing the other documentation, she feels that it is important that the council are really diligent with the whole process and not rushing things. Member Toppi reads her ideas for a proposed selection process that also contains input from Vice President Iannotti.

1. Update statistics/background/demographics of the Town.
2. Town Council identifies goals and areas they want the Town Manager to focus on (problem areas, areas of improvement).

3. Amend the job description and qualifications to meet said goals.
4. And/or select firm to conduct, search, and appoint members to Search/Evaluation Committee.

Member Toppi states that there are a great deal of advantages to using a search firm:

- Expertise
- Time saver
- Nonbiased
- Customizable
- Market knowledge
- Access to higher quality candidates
- Access to larger recruiting firms

Member Toppi states that those people not looking are usually high quality ones.

5. Advertising position – identify where to advertise and set budget.
6. The executive search firm commences the recruitment process, and then conducts initial screening of qualified candidates.
7. S/E Committee conducts second round of interviews – more in-depth questions.
8. References are checked and finalists are selected.
9. Finalists are interviewed by the full Town Council.
10. The Town Council selects a candidate to be offered the position of Town Manager.
11. Agreement is drafted and negotiations take place between the Solicitor, Town Council, and candidate.

Prior to the departure of the current Town Manager, if a new Town Manager has not been selected, the Town Council shall select an Acting Town Manager.

Member Toppi feels that the council needs to be very organized, diligent, and careful. Member Toppi also feels that the council needs to really know what they want in a next Town Manager.

President Lawton is not sure that this will get done before there is a new sitting council because the last time, it took the council three (3) or four (4) months. President Lawton states that each finalist was given a tour of the Town. President Lawton further states that they started the process early when they knew Dennis Finlay was retiring. President Lawton also states that you do not want to rush this because it is too important of a decision.

Member Toppi states that this is what a search firm does day in and day out and have the process and candidates set.

Member Tassoni questions the cost. Member Toppi does not know a cost but it will depend on what the council wants them to do, and how they want to customize it.

Vice President Iannotti feels that regardless of whether a firm is used or not, the council should have a committee to evaluate the candidates that apply (initial evaluation) before the council does their interviews.

President Lawton states that the search committee checked references and did all of the “dirty work”, and when the candidates came before the council, they were fully vetted. President Lawton further states that to be fair, all of the same questions were asked.

Member Tassoni questions if they asked for resumes of the selection committee that were picked or if they were chosen randomly. President Lawton states that the council had stated that they wanted five (5) committee members, and the prior Town Manager reached out to a few professionals around Town, and they performed the search.

Member Tassoni states that he was not sure how the committee was chosen, and no one else seems to know how they were chosen. President Lawton thinks it was random, but he was new at the time. President Lawton states that the council can ask for resumes to see if they are qualified.

Member Toppi states that the selection of the committee does not seem overly random because she researched this, and Keith Christianson and Kelly Ann Heenan were on the committee. Member Toppi further states that she would want them again because they are very good in this area.

Member Kilduff states the following: In theory, what he was expecting from this committee, was that the applications would go to the committee as a whole. Set against some criteria, the committee would submit to the council their top five (5) names. Member Kilduff questions if this is the criteria the committee is given to make their selections or do they have their own set of criteria.

Town Manager Rossi explains the following: The confidential items that have been provided to the council was the rubric that was used by the committee to through the resumes. To start the process, they had their own round of interviews. He believes there were two (2) rounds of interviews; one (1) was hybrid and the second was in person. The committee then moved the five (5) candidates to the council who did the next round of interviews. The other part is the ratings for the council.

President Lawton questions if it is at the Town’s expense to have them come in for the interviews. Town Manager Rossi assures the members it is not an expense to the Town.

Member Toppi states the following: She feels that the council has a very good opportunity to discuss their goals and what they want to see as far as the Town goes and what areas can be improved. Things can then be formed from there, such as the rubric and job description. The council needs to look at the job description.

President Lawton states that the first step is the search committee or a private firm in order to get this moving.

Vice President Iannotti explains that the search committee would then become an evaluation committee.

Member Kilduff states that he would not have an issue with a search committee, however, he would need numbers.

President Lawton states that another option would be to have Town Manager Rossi on that committee as a liaison because he knows the Town and could ask questions.

Vice President Iannotti states that he would like to have a council member as a liaison also. President Lawton expresses his concerns about this because the council will be making the final decision. President Lawton does not see a need for this because the council will be interviewing everyone.

Member Kilduff states that he does not want to give a second vote to someone.

President Lawton does not think this makes sense because the council has the final say. President Lawton states that the next council will be the ones choosing.

Vice President Iannotti feels that having a council liaison would give the council involvement through the entire process because it is council responsibility under the Charter. Vice President Iannotti also feels that a liaison would give the council involvement in the process from beginning to end without involving the whole council.

Member Kilduff questions if the interviews the committee has are held in closed session. President Lawton states the interviews are confidential. Member Kilduff feels that in the spirit of confidentiality the council does not need a liaison. Member Kilduff also feels that the committee can submit their suggestions and vet the five (5) candidates the way they the council does; equally.

Member Toppi states the following: She would like to be a part of that from the start, considering her background, having a Master's Degree in that area as well. She could offer quality feedback. The council would tell the rest of the committee what they wanted. This would be helpful in that respect.

President Lawton explains that while he appreciates this, having a council member there looking over them while the committee is trying to do their due diligence may be intimidating. President Lawton feels that the council should be getting involved for the final vote.

Member Tassoni states that the next council is going to choose. Member Toppi questions why this is being said and how we know that. President Lawton states that he is not sure how fast this is going to go.

Member Tassoni reminds the members that the council does not have pricing yet.

Member Kilduff we are making a major decision to make one (1) month before a new council gets sworn in.

Member Toppi states that if the council finds someone good, we need to "grab" them because the market is going very fast, and people are taking offers.

Member Toppi reminds the members that the Town needs to be competitive with the salary as well because people are leaving the government sector for higher paying jobs, and this is evidenced by a few positions here. Member Toppi states that all of this needs to be considered, and the council needs to do it fast but diligently.

Solicitor Gallone reminds the members that if they are going to go “down that road” it needs to be included in the updated job description because the council needs to give themselves the ability to attract as many competent people as you can.

Member Kilduff questions if Town Manager Rossi filled out the section titled “Challenges Facing the Town Manager?”. Town Manager Rossi explains that this section is from the last time. Member Kilduff states that this section needs an update. Town Manager Rossi explains that everything needs to be updated, however, he was not going to start until the council makes a decision on what everyone wants to do.

Member Toppi explains the following: She wants to be a part of this, not to oversee or because she does not trust anybody, but because of what she can offer with her experience the same goals as everyone else on it. That is the only reason she feels that she would be of value to that board. If the council does not feel they are in favor of this, that is fine, but it would be a positive. She is unsure, and this is nothing against Town Manager Rossi, in any position, many people think they want to have the person leaving pick their successor. It seems natural, but this is not always a good thing, because biases could come into play. It is really supposed to be the council’s choice, and additionally, if you are picking your successor, and you have certain traits you may see in another person. You may also see a person that possesses a different trait and may think different, and that may be the bias. Because you may want to go with the person who thinks like me and who has a likable personality, but that is not what we want. We want more than that. She feels that the council should be cautious of that. Member Toppi reiterates that this has nothing to do with Town Manager Rossi it has to do with a person choosing their successor in any position. Member Toppi does not think this is a good idea.

Member Tassoni states that the council chooses the successor. Member Tassoni further states that President Lawton explained that may be Town Manager Rossi could be there to ask some questions that the five (5) members of the committee did not think of at that particular point.

President Lawton explains that if someone is interviewed and at the end, they come to you and ask you for different answers that they gave because some of the terminology may be different than what the committee knows.

Vice President Iannotti questions there being a possibility that some of the members of a search committee would be constrained in the types of questions they would ask if the current Town Manger was present. President Lawton explains this was just an idea, and the council does not need to do it. Vice President Iannotti states that as a general proposition, when someone is involved in choosing their successor, the committee will play a big role in either narrowing the selection and give the council advice on who should be selected. Vice President Iannotti further states it is a big role.

President Lawton explains that the committee did not rank them, they gave the council their top five (5) candidates, therefore, the council did not know who they liked. President Lawton thinks this is important.

Member Toppi asks President Lawton for his suggestion about Town Manager Rossi's potential involvement. President Lawton states that he was thinking a liaison. Member Toppi questions if this means Town Manager Rossi would be in closed session.

Member Kilduff states that Town Manager Rossi would fulfill the role like a council liaison would. Member Toppi states that it does not make sense for the Town Manager to be a liaison because the council is appointing the person, therefore, it makes more sense to have a council liaison. Vice President Iannotti states that it makes sense to him.

Kenneth Sousa, 2 Williams Road, states the following: He can agree with what many of the members have said. He suggests that perhaps a council member could be present only to listen and hear what is being said similar to an ex officio to ensure the process is running. He is done a great deal of searches in his career, and you never, ever, have the current person in that room because it could taint the situation. If he has questions, he would be the best person to provide the council the questions as a script.

Mr. Sousa questions if the council provides a contract to Town Manager Rossi and his predecessors, and if that is normal. Member Tassoni states that Town Manager Rossi has a contract. Mr. Sousa states that he had heard that he did not have a contract. Mr. Sousa urges the council not to do that.

Vice President Iannotti explains that there is an agreement which constitutes almost a contract except under the Charter, the Town Manager serves at the pleasure of the Town Council, and they can remove him at any time.

Solicitor Gallone explains that you cannot delegate municipal powers that are in the Charter, and the Charter has precedence. Mr. Sousa states that he would never be an "At-Will" employee, and none of the senior staff has an "At-Will" contract. Solicitor Gallone states that is a challenge because the Charter reads the way it does, however, there are ways to work within it.

Vice President Iannotti asks if Mr. Sousa would be interested in serving on the selection committee. Mr. Sousa states that he has done hundredths of mock interviews.

Member Tassoni does not feel that any of the council members should be in the room at the beginning; let the process work. Mr. Sousa does not disagree with Member Tassoni, but as a suggestion be silent and mark what is going on in the event something is going awry. Mr. Sousa states that you want an independent person there, such as HR, someone from a legal perspective to monitor the process.

President Lawton believes that the HR Director was involved with the committee. Town Manager Rossi explains that she was not voting, however, she was the record keeper, and to ensure the Town did not open themselves up to any liability.

Mr. Sousa feels the hiring a firm will help because they have more “tentacles” in the marketplace than anyone in this room. Mr. Sousa also feels that it is good for them to “throw their net out” and let them bring in as many people as they can find. Mr. Sousa states that this is money well spent.

Member Tassoni states that it could be a great deal of money. Mr. Sousa states that not if the firm only does the first part.

Vice President Iannotti questions an RFP for those services. Member Tassoni agrees and states that this will take time.

Amy Christian, 125 Smith Avenue, states the following: She is looking for clarification in terms of the role of the search committee. If it is really meant to augment the process, because it sounds like that the role/authority is within the council. If that is the case, it sounds counterintuitive to exclude yourself from even the beginning of the process. It makes a great deal of sense to include individuals that can bring value (both Town Manager Rossi and Member Toppi) to assess knowledge base and other skills that might be applicable. The council will determine qualities they loved about Town Manager Rossi, and there may be something the council can expand upon or other skill sets that may be needed. She questions why early interviews or vetting the candidates would be confidential.

Vice President Iannotti does not feel that should be confidential from the council. Vice President Iannotti states that if a council member were a liaison, that would keep the council involved. Vice President Iannotti feels that Ms. Christian made a great point when she said the council should not exclude themselves from the process. Vice President Iannotti also feels that the council should have some way to stay involved because it is one (1) of their core functions as a council and a very important function.

Ms. Christian hopes the council will reconsider not disqualifying individuals.

President Lawton states if “we” put someone on the committee, and this matter goes to another council, and that member does not get reelected, that time will be wasted.

Member Toppi questions what the difference would be if residents were to serve on the committee. President Lawton questions if residents served on the committee the last time. Town Manager Rossi explains that most were residents.

President Lawton thinks that by the time the advertisements are placed, there will be plenty of time to establish a search committee. President Lawton also thinks that the list is great, the demographics and goals. President Lawton questions the council discussing the goals in executive session. Town Manager Rossi states they cannot be discussed in executive session.

Member Kilduff suggests considering requesting that the Town Manager update the profile for the next meeting, and each council member review the candidate evaluation and make their own additions/subtractions and present them to the group. Member Kilduff states the evaluation must stay a little bit confidential, but there is nothing stopping each member from adding their own questions to this because the council is equally a part of this process as each of us.

Member Kilduff thinks that even with the rubric in front of them, and even if the council does not have an opportunity to sit down as a group, the council can still perform their individual due diligence. Member Kilduff states that there is nothing stopping the members, even without a liaison, from being active and up-to-date while the search process is happening even if it is just inquiring within.

President Lawton questions if the council must vote on having the advertisement sent out. Town Manager Rossi explains that if there is consensus from the group to say this is the final advertisement, there is not a reason for an actual vote. President Lawton suggests that after it has been updated the Town can get the advertisement out. President Lawton questions the council approving the advertisement at the next meeting. Town Manager Rossi states that once the advertisement is updated it can be brought to the council.

Member Tassoni suggests performing due diligence on hiring a firm. Member Toppi questions if the HR Director could search for firms and bring the information to the Town Manager. Town Manager Rossi states that they will try to get some pricing together. Member Toppi explains that she did not do it because she was not sure if it would have been a conflict.

Member Toppi states that another reason it may be good to have a council liaison, just like the council represents the people, it is good to have someone representing the council. Member Toppi further states it is good to have someone knowing their goals and if something “slips through the cracks”, it would be good to have a voice there. Member Toppi also states that she is not looking to be bias in any way, she just wants someone good, if not better than Town Manager Rossi.

Member Kilduff states that he appreciates Member Toppi’s suggestion because coming into this he never considered a firm. Member Kilduff further states that although these steps seem small and incremental right now, they are putting themselves in the right direction for when the next council comes in. Member Kilduff reminds the members that this is the work that the next council will have to do. Member Kilduff feels if this council does this for them, they will have a much better job at “hitting the ground running”.

Christopher Bilotti, 13 Crest Circle, states the following: He thinks hiring a recruiting firm makes a great deal of sense because the people that are not looking are the ones the recruiting firms are finding. You will not get this from posting an advertisement on Indeed because the people that are already working are not looking there. He questions a job description for the position, and looking in from the outside, there are two (2) primary goals: managing people and facilities management. As a Town we spend way too much money replacing things instead of fixing them, therefore, someone with a facilities background would be great.

Motion is made by Member Kilduff, seconded by Member Tassoni, to send the job description back to Town Manager Rossi for updates, and have him provide it to the council for the next meeting, and inquire about a search firm for the replacement of the Town Manager.

Member Toppi would like to remind the members about the goals because the council will want to base the job description based on what the council would like to see for the Town (such as more project management).

Member Kilduff explains that he would not want to include that because he is asking Town Manager Rossi to make updates and provide it to the council next time. Member Kilduff feels that if the council is not comfortable and would like more “stuff” added, this is when they should do that.

Member Toppi questions if he would like Town Manager Rossi to update the rubric or the job description. Member Kilduff states he is asking Town Manager Rossi to update the job description.

Member Toppi questions updating based on what criteria. Member Kilduff explains that “Challenges Facing the Town Manager” with more things that are actually happening now. Member Toppi states that she would be opposed to having the Town Manager amend the job description because it should be the council doing that.

Vice President Iannotti thinks that Member Kilduff is referring to are those items that are out of date. Solicitor Gallone states that the budget information and salary needs to be updated as well. Vice President Iannotti does not think it is “core” things that are being talked about.

Member Toppi states it would be the Recruitment Profile not the job description. Town Solicitor Gallone confirms it would be the Recruitment Profile.

Christopher Bilotti, 13 Crest Circle, questions an interim replacement and if the council have given this any thought. Mr. Bilotti also questions if there is someone that is already in the Town that may be a “good fit”. Mr. Bilotti feels that someone who is familiar with the Town would be an easy “ramp up” process.

Motion is made by Member Kilduff, seconded by Member Tassoni, to send the job description back to Town Manager Rossi for updates, and have him provide it to the council for the next meeting, and inquire about a search firm for the replacement of the Town Manager.

Member Toppi suggests changing the wording to “Recruitment Profile”.

President Lawton states that the next meeting is August 20, 2024, and August is gone. President Lawton further states that the council has to do this, however, it will be hard to have this council choose a Town Manager.

Member Toppi questions if the Town could advertise in the meantime.

Member Kilduff suggests that in the past when Town Manager Rossi has been out of the office, the Emergency Management Director has been mobilized on a temporary basis. Member Kilduff states that the EMA Director is familiar with the role. Member Tassoni states that the Fire Chief could also be used.

Town Manager Rossi states that he was going to suggest one or the other, and there have been discussions for them to step up at any point.

Motion is made by Member Kilduff, seconded by Member Tassoni, to send the Recruitment Profile back to Town Manager Rossi for updates, and have him provide it to the council for the next meeting, and inquire about a search firm for the replacement of the Town Manager. **Motion is approved by a unanimous 5/0 vote.**

IV. Public Comment.

Susan Grenon, 54 Whipple Road, states the following: She thanks Town Manager Rossi and thinks that he is amazing. She questions suing the rubric for the next hiring process or is something changed. She questions how the council went about recruiting Town Manager Rossi, and if the same “stepping stones” will be used. She also questions changing the profile and how it will be done.

Vice President Iannotti explains that he does not feel comfortable putting out advertisements and waiting for someone good to apply. Vice President Iannotti further explains this is why he thinks the firm might be a good idea because it makes the council more proactive in actually recruiting and doing something positive by going out and try to find the best people.

Member Tassoni does not think anyone is opposed to that. President Lawton states that we need to look at pricing to ensure it is not too expensive. President Lawton further states that the position was advertised in the Boston Globe, ICMA newsletter, ProJo, GovernmentJobs.com, RI League of Cities and Towns, Facebook, Twitter, Indy.com, and an email to Town Managers and Mayors in RI.

Member Toppi thinks it would be good to discuss how a search firm does so much, and it is customizable and can be narrowed down to what the council wants them to do. Member Toppi suggests having a firm put the “umbrella/net out”, do the initial screenings after the council gives them their goals, and job description. The evaluation committee take it from there, and then the council. Member Toppi states this will keep it cheaper, however, the council could have them do the whole process, but it will be more costly.

Amy Christian, 125 Smith Avenue, states the following: Thinking about the workforce landscape today, she thinks it is important to recognize that a firm/outside agency would probably make the council less open to criticism in terms of applicant pool, diversity, and reach of the job description. It is great to look at localities, but looking at diversity, which is important to this council, a firm would definitely be able to offer more than what we have done in the past.

Thomas Hodgkins, 200 Farnum Pike, states the following: He thinks when the council is thinking of the makeup of what the search committee should be, before identifying who should be on the committee, the council should define what the search committee is going to do. This will inform who will be appropriate to be on that committee. He sees this process as a “council driven” process which is what is driven by the Charter. Whether a firm is retained or not, the role of the search committee would be to make the initial review of the application materials and to suggest five (5) or six (6) applicants as their top candidates. The council should conduct initial interviews and the council should conduct the follow-up interviews. He does not see members of a search committee being involved in initial interviews.

He thinks the council would be given all of the application materials from all of the candidates. If the council decided they wanted to interview one (1) of the applicants that was not one (1) of the five (5) suggested by the search committee, they could do that one their own.

All the search committee would be doing was “weeding” through some paperwork and making suggestions to the council. After that is a council driven process. He thinks this would resolve some of the issues about what the makeup of the search committee is with respect to whether there is someone from the council serving on it.

The benefits of a search firm will result in benefits mainly to the frontend in terms of developing or reviewing a job description, salary, and what the Town can do to put out an advertisement that is likely to attract high caliber talent.

V. Adjournment.

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

Meeting adjourns at 7:51 p.m.

Town Clerk



Memorandum

DATE: August 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of three (3) Pool Table Licenses for the August 20th Town Council Meeting

BACKGROUND:

The businesses listed below have filed their applications for renewal.

TOWN REVENUE:

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

APPROVAL STATUS:

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

RECOMMENDED MOTION:

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

1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)
2. Portuguese American Social & Athletic Club, 40 Fenwood Avenue (one pool table)
3. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)



Memorandum

DATE: August 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One (1) One-Day Beer/Wine License for the Smithfield Senior Center for the August 20th
Town Council Meeting

BACKGROUND:

The Smithfield Senior Center has applied for one (1) One-Day Beer/Wine License.

TOWN REVENUE:

The fee for a Beer/Wine License is \$15.00 per day. Under State Law this fee cannot be waived.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
TIP Cards
Letter of explanation

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Beer/Wine License as follows:

- Hawaiian Luau to be held on Wednesday, August 21, 2024 from 12:00 p.m. to 3:00 p.m.

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$15.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 7/9/24

Type of License: CLASS-F (BEER & WINE) Check One: New () Renewal () Transfer ()

Name of Applicant: [Signature] Date of Birth: 8/25/75

Resident Address: [Signature] Business Address: 1 William J. Harkins Jr Trl Plat: _____ Lot: _____

Operating Under Trade Name of: _____ Resident Telephone: _____ Business Telephone: 949-450

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

Name: _____ Address: _____ Title: _____ DOB: _____

Name: _____ Address: _____ Title: _____ DOB: _____

Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature] Title: Acting Coordinator

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature] Fire Chief: SIGNATURE NOT REQUIRED

Building Official: SIGNATURE NOT REQUIRED Owner of premises: [Signature]

RJ Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 8/20/24 the above stated application was:

() Approved () Denied License #: _____ Date Issued: _____

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

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 7/9/24

1. NAME OF CANDIDATE: (PRINT)

Melham-Prickett Kathleen Elizabeth
 LAST FIRST MIDDLE

MAIDEN NAME

8-25-75

2. DATE OF BIRTH

94 Waterman Ave

4. CURRENT ADDRESS

Senior Center

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

Providence RI
 3. PLACE OF BIRTH

Smithfield Senior Center
 5. NAME OF BUSINESS

William J. Hawkins Jr. PC
 7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

949-4590
 9. BUSINESS PHONE

349-2495
 10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State

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

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

13. List below two (2) character references

1.	<u>Karen Armstrong</u>	<u>Senior Center</u>	<u>949-4590</u>
	NAME	ADDRESS	PHONE
2.	<u>Ann St. Laurent</u>	<u>Senior Center</u>	<u>949-4590</u>
	NAME	ADDRESS	PHONE

CANDIDATE'S SIGNATURE: [Signature] Witness: _____

No Disqualifying
 Record

 Chief of Police



Town of Smithfield

Smithfield Senior Center

One William J. Hawkins Jr. Trail, Smithfield, RI 02828
Telephone (401) 949-4590 Fax (401) 949-4593

July 9, 2024

Town of Smithfield
Office of the Town Clerk
64 Farnum Pike
Smithfield, RI 02917

Members of the Town Council:

The Smithfield Senior Center will be hosting a Hawaiian Luau on Wednesday, August 21st, from 12-3. Complimentary wine and beer will be served.

I am asking for your approval for a permit for this function. Thank you.

Sincerely,

Kate McAdam-Prickett
Assistant to the Director



RI On-Premise

CERTIFIED

Issued: 02/16/2023 Expires: 02/15/2026
ID #: 28431000

STEVEN BEAULIEU
1395 ATWOOD AVE #207-208
JOHNSTON, RI 02919

For service visit us online at www.gettips.com
TIPS Trainer: Rae Desrosiers, 59028

it with you as proof of your TIPS certification.

ID #: 28430996 Name: ANNE MARIE ST LAURENT
Exam Date: 02/16/2023 Expiration Date: 02/15/2026



RI On-Premise

CERTIFIED

Issued: 02/16/2023 Expires: 02/15/2026
ID #: 28430996

ANNE MARIE ST LAURENT
1395 ATWOOD AVE #207-208
JOHNSTON, RI 02919

For service visit us online at www.gettips.com
TIPS Trainer: Rae Desrosiers, 59028

ID #: 28430995

Name: KATHLEEN MCADAM-PRICKET

Exam Date: 02/16/2023 Expiration Date: 02/15/2026



RI On-Premise

CERTIFIED

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430995

KATHLEEN MCADAM-PRICKET

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers, 59028



Memorandum

DATE: August 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One (1) One-Day Beer/Wine License for the Smithfield Senior Center for the August 20th
Town Council Meeting

BACKGROUND:

The Smithfield Senior Center has applied for one (1) One-Day Beer/Wine License.

TOWN REVENUE:

The fee for a Beer/Wine License is \$15.00 per day. Under State Law this fee cannot be waived.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
TIP Cards
Letter of explanation

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Beer/Wine License as follows:

- “Black and White Party” to be held on Thursday, September 19, 2024 from 12:00 p.m. to 3:00 p.m.

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

TOWN OF SMITHFIELD
 OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$15.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 7/24/24

Type of License: CLASS-F (BEER & WINE) Check One: New Renewal Transfer

Name of Applicant: [Signature] Date of Birth: 8/25/75

Resident Address: [Signature] Business Address: 1 William J. Hawkins Jr Trl Plat Lot: _____
 Operating Under Trade Name of: _____ Resident Telephone: _____ Business Telephone: 949-450

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

Name: _____ Address: _____ Title: _____ DOB: _____
 Name: _____ Address: _____ Title: _____ DOB: _____
 Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature] Title: Acting Coordinator

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____
 Name: _____ Address: _____ Phone: _____

For Official Use Only

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

At a meeting of the Smithfield Town Council, held on _____ the above stated application was:

() Approved () Denied License #: _____ Date Issued: _____



RI On-Premise

CERTIFIED

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28431000

STEVEN BEAULIEU

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com
TIPS Trainer: Rae Desrosiers, 59028

it with you as proof of your TIPS certification.

ID #: 28430996

Name: ANNE MARIE ST LAURENT

Exam Date: 02/16/2023 Expiration Date: 02/15/2026



RI On-Premise

CERTIFIED

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430996

ANNE MARIE ST LAURENT

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com
TIPS Trainer: Rae Desrosiers, 59028

ID #: 28430995

Name: KATHLEEN MCADAM-PRICKET

Exam Date: 02/16/2023 Expiration Date: 02/15/2026

TIPS[®]

RI On-Premise

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430995

KATHLEEN MCADAM-PRICKETT

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers 59028



Town of Smithfield

Smithfield Senior Center

One William J. Hawkins Jr. Trail, Smithfield, RI 02828
Telephone (401) 949-4590 Fax (401) 949-4593

July 24, 2024

Town of Smithfield
Office of the Town Clerk
64 Farnum Pike
Smithfield, RI 02917

Members of the Town Council:

The Smithfield Senior Center will be hosting a "Black and White" themed party to celebrate their 29th Anniversary on Thursday, September 19th from 12-3. Complimentary wine and beer will be served.

I am asking for your approval for a permit for this function. Thank you.

Sincerely,

Kate McAdam-Prickett
Assistant to the Director



Memorandum

DATE: August 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Peddler’s License for Maria Maria, LLC d/b/a “Maria Maria Coffee Bar” the August 20th Town Council Meeting.

BACKGROUND:

Amy Sufi has filed for a new Peddler’s License. As required, a background check has been conducted on the owner of the business, and background checks on all drivers will be done as they are hired.

TOWN REVENUE:

The cost of a new Peddler’s License is \$100.00

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
Mobile Food Truck registration
Food Business License
Retail Sales Permit
Proof of insurance
Copy of menu

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Peddler’s License for Maria Maria, LLC d/b/a “Maria Maria Coffee Bar”, 47 Wood Avenue, Suite 2, Barrington, RI to sell coffee from a cart with RI Reg. # 1QB501, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$100.00

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

PLEASE PRINT:

Note: Please fill in ALL requested information.

Date of Application:

Type of License: Peddlers

Check
One:

New () Renewal () Transfer ()

Name of Applicant: Amy Sufi

Date of Birth: 11/06/1991

Resident Address: 30 ELIOT AVENUE
NORTH PROVIDENCE, RI 02904

Business
Address

47 WOOD AVE. STE 2
BARRINGTON, RI 02806

Operating Under
Trade Name of: Mania Mania Coffee Bar

Zoning
Designation
Resident
Telephone:

BACKBIRD FARM

Business Telephone (401) 633-5298

If incorporated, fill in necessary information: State of incorporation officer's name, address, and phone number

Name: _____ Address: _____ Title: _____
Name: _____ Address: _____ Title: _____
Name: _____ Address: _____ Title: _____

DESCRIBE GOODS TO BE
SOLD:

coffee, tea, flavored seltzers & lemnades & hot cocoa

Signature of Applicant: Amy Sufi

Title: owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Amy Sufi Address: 30 ELIOT AVE NORTH PROV, RI Phone: (401) 633 5298

Name: Lee Sufi Address: 30 ELIOT AVE NORTH PROV, RI Phone: (401) 639 9438

For Official Use Only

Police Chief: X [Signature]
Building Official: SIGNATURE NOT REQUIRED
RI Dept. of Health: SIGNATURE NOT REQUIRED

Fire Chief: X SIGNATURE NOT REQUIRED
Owner of premises: [Signature] Marie Barthollette

At a meeting of the Smithfield Town Council, held on 8/20/24 the above stated application was:

() Approved () Denied

License #: 12 Date Issued: _____

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

POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 6/20/24

1. NAME OF CANDIDATE: (PRINT)

Sufi Amy Melina
 LAST FIRST MIDDLE
Perez

MAIDEN NAME

11/06/1991

2. DATE OF BIRTH

30 Eliot Avenue North Providence

4. CURRENT ADDRESS

LLC

6. TYPE OF BUSINESS

Mania Mania, LLC

8. IS BUSINESS INCORPORATED

Lee Sufi & Amy Sufi

(401) 633-5298

9. BUSINESS PHONE

Pawtucket, RI

3. PLACE OF BIRTH

Mania Mania Coffee Bar

5. NAME OF BUSINESS

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
June 2015	Present	30 Eliot Avenue	North Providence RI

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

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

13. List below two (2) character references

1. Mania Teresa Perez 84 Anderson St North Providence, RI (401) 480-3284
 NAME ADDRESS PHONE
 2. Patricia Silveiro 10 Elizabeth Drive North Providence, RI (401) 837-3165
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: [Signature]

Witness: _____

No Disqualifying Record



Chief of Police



Rhode Island Department of Business Regulation

Office of the State Fire Marshal

560 Jefferson Blvd. Warwick, Rhode Island 02886

Telephone: (401) 889-5555

MOBILE FOOD ESTABLISHMENT FIRE INSPECTION CERTIFICATE

BE IT KNOWN THAT

Mobile Food Establishment Owner:

Lee Sufi

Barrington, Rhode Island 02806

Business Entity Name:	DBA (Doing Business As):	Name of Mobile Food Establishment/Truck (If different than Entity Name or DBA:	DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:
Maria Maria, I.I.c.	Maria Maria Coffee Bar		Rhode Island 1QB501

has met the requirements of the Fires Safety Code and has been granted this Certificate of Inspection as a

Trailer which serves Prepared Foods

IN THE STATE OF RHODE ISLAND

Inspection Number: MFE-1152

Issuance Date: March 11, 2024

Expiration Date: March 11, 2025



State of Rhode Island
Department of Health

MARIA MARIA COFFEE BAR

Address Information

30 ELIOT AVENUE
 NORTH PROVIDENCE RI 02904

License Information

License No:	FSV36547	Profession:	Food Service	License Type:	Mobile Food Service
License Status:	Active	Issue Date:	3/6/2024	Expiration Date:	4/30/2025
Secondary License Type:	Year Round/Truck				

Specialty Information

No Specialty Information

Disciplinary Action

Disclaimer: The individual license information on the Licensee Lookup displays only the current license status (e.g., Active, Active Probation, Suspended, Revoked). For the disciplinary history of any individual licensee, please click on the link for the specific profession and then on the Disciplinary Actions link available on each professional board's webpage.

See Board Disciplinary Listings at <http://www.health.ri.gov/lists/disciplinaryactions>

CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.



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

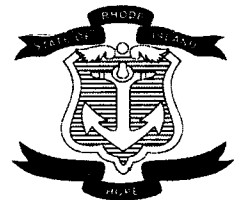


Phone: (401) 574-8955
 TTY Via 711
 Fax: (401) 574-8914
 Email: Tax.Excise@tax.ri.gov

MARIA MARIA L.L.C. MARIA MARIA COFFEE BAR
 30 ELIOT AVE
 NORTH PROVIDENCE, RI 02904-3958

State of Rhode Island
 DIVISION OF TAXATION

RETAIL SALES PERMIT
 Valid From: 07/01/2024 to 06/30/2025



ID: 2-5374-9022

ISSUED TO:
 MARIA MARIA L.L.C. MARIA MARIA COFFEE BAR
 30 ELIOT AVE
 NORTH PROVIDENCE, RI 02904-3958

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

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR



DATE ISSUED: 06/27/2024

NEXT INSURANCE US COMPANY

(a stock insurance company)

251 Little Falls Drive
Wilmington, DE 19808
(855) 222-5919

Administered by:

Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306
(855) 222-5919

COMMERCIAL GENERAL LIABILITY DECLARATIONS

**CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE BASIS.
PLEASE READ YOUR POLICY CAREFULLY.**

POLICY NUMBER: NXTQ7LH7CY-00-GL

Named Insured and Mailing Address: Amy Sufi
Maria Maria, LLC DBA: Maria Maria Coffee
30 Eliot Ave
North Providence, RI 02904

Policy Period: From: 02/09/2024 To: 02/09/2025
at 12:01 a.m. standard time at the mailing address shown above

DESCRIPTION OF BUSINESS

Insured is:

Individual / Sole Proprietor Partnership/Joint Venture
 Limited Liability Company Trust
 Other - Corporation

Business of Insured: Food Truck

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000.00
Damages to Premises Rented to You Limit	\$ 100,000.00 Any one premises
Medical Expense Limit	\$ 15,000.00 Any one person
Personal & Advertising Injury Limit	\$ 1,000,000.00 Any one person or organization
General Aggregate Limit	\$ 2,000,000.00
Products/Completed Operations Aggregate Limit	\$ 2,000,000.00

MARIA MARIA

COFFEE BAR

VIETTU

COFFEE

HOT

ICED

DOUBLE ESPRESSO
CORTADO
AMERICANO
DRIP COFFEE
ICED COFFEE
LATTE
CAPPUCCINO
MARIA MARIA LATTE
COFFEE MILK LATTE



OTHER DRINKS

HOT CHOCOLATE
HOT TEA
BOTTLED WATER
FLAVORED SELTZERS
LIME
ORANGE
BLUE RASPBERRY
STRAWBERRY

ADD-ONS

EXTRA ESPRESSO SHOT
COLD FOAM
SYRUPS/FLAVORS
ALTERNATIVE MILK
OAT & ALMOND

All pricing is subject to sales tax.

Hours of operations vary - weekends 8ish - 2pm / nights during holiday events



Memorandum

DATE: August 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Mobile Food Truck License for Belly Busters, LLC d/b/a “Belly Busters” for the August 20th Town Council Meeting

BACKGROUND:

The business listed below has filed for a new Mobile Food Truck License. The new Mobile Food Truck License requires a Rhode Island Mobile Food Truck Establishment Registration. The Mobile Food Truck License will expire on March 1st of each year. Belly Busters, LLC d/b/a “Belly Busters” has already registered with the State of Rhode Island as a Mobile Food Truck Establishment. Please note that this food truck will be at the Community Night Out on August 22, 2024.

TOWN REVENUE:

The cost for a Mobile Food Truck License is \$75.00 per year, however, if the Mobile Food Truck applicant has an existing restaurant then the fee would be \$50.00 per year.

SUPPORTING DOCUMENTS:

Copy of application
Copy of Rhode Island Mobile Food Establishment Registration
Menu
Copy of Food Business License
Copy of Retail Sales Permit

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

Move that the Smithfield Town Council consider, discuss and act upon approving a new Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.

1. Belly Busters, LLC d/b/a “Belly Busters”, to sell burgers, quesadillas, salads and a variety of grilled sandwiches from a truck with RI Reg. number 1RG-193, 57 Elkland Road, Warwick, RI.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$75.00 - If no store front
\$50.00 - If there is a store front, in Smithfield

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 08/05/24

Type of License: Mobile Food Truck

License Application Status:

Name of Applicant: Jarrod Phillips

Date of Birth: 8/9/73

Resident Address: 57 Elkland Rd
Warwick RI 02886

Business Address: 57 Elkland Rd
Warwick RI 02886

Map:

Lot:

Corporation Name: Belly Busters LLC

Resident Telephone: 774-623-9945

Business Telephone:

Operating Under Trade Name of: Belly Busters

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

Describe Operation of Business:

Food & Beverages

Required to fill requested Hours of Operation:

10am - 3pm or based on event

Signature of Applicant:

[Handwritten Signature]

Title:

Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name:

Address:

Telephone:

Name:

Address:

Telephone:

For Official Use Only

SIGNATURE NOT REQUIRED

Police Chief:

[Signature] SIGNATURE NOT REQUIRED

Fire Chief:

_____ SIGNATURE NOT REQUIRED

Building Official:

_____ SIGNATURE NOT REQUIRED

Owner of Premises:

[Signature] SIGNATURE NOT REQUIRED

RI Dept. of Health:

_____ SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on

8/20/24

the above stated application was

() Approved

() Denied

License#

78

Date Issued:



Rhode Island Department of Business Regulation
Office of the State Fire Marshal
560 Jefferson Blvd. Warwick, Rhode Island 02886
Telephone: (401) 889-5555

MOBILE FOOD ESTABLISHMENT FIRE INSPECTION CERTIFICATE

BE IT KNOWN THAT

Mobile Food Establishment Owner:
Jarrod Phillips
Warwick, RI 02886

Business Entity Name:	DBA (Doing Business As):	Name of Mobile Food Establishment/Truck (if different than Entity Name or DBA):	DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:
Belly Busters	Belly Busters		RI 1RG-193

has met the requirements of the Fires Safety Code and has been granted this Certificate of Inspection as a

Trailer which serves Prepared Foods

IN THE STATE OF RHODE ISLAND

Inspection Number: MFE-1226

Issuance Date: April 16, 2024

Expiration Date: April 16, 2025

Belly Busters Menu

All Hail Caesar

Grilled chicken, chopped romaine, parmesan cheese, sliced red onions, chopped fries and caesar dressing - \$13.00

Buffalo Chicken Bomb

Grilled chicken chopped and tossed in red hot buffalo sauce, lettuce, tomatoes, blue cheese dressing, chopped fried and shredded cabbage - \$13.00

The Greek Belly Buster

Beef/Lamb, sliced red onion, tzatziki sauce, lettuce, feta cheese, tomatoes, black olives, chopped fries - \$14.00

The Beef and Cheese

Shaved steak, american cheese, topped with fries, lettuce, and tomato - \$14.00

Loaded – peppers, mushrooms, onions - \$16.00

Smash Double Cheese Burger

Fresh ground beef patties grilled juicy to perfection, topped with melted american cheese, finished with lettuce, tomato, sliced red onion, sliced dill pickles - \$12.00

Chick & Cheese Quesadilla's

14" tortilla buttery grilled to perfection, filled with shredded cheddar & monterey jack cheese, grilled seasoned chicken w/ side of salsa & sour cream

- \$12.00 Cheese Only - \$8

Beverages

Cans - \$1.75 Water \$1.50

Contact/Follow Us and Catered Events

Instagram: bellybusters73

Facebook: BellyBustersBiz

bellybustersbiz@gmail.com

pH: 774-628-9945

State of Rhode Island



Department of Health Center for Food Protection

This is to certify that **BELLY BUSTERS** located at **57 ELKLAND ROAD, WARWICK RI 02886**, having given satisfactory evidence that said establishment is qualified in conformity with Chapter 21-27 of the General Laws of 1956, as amended, is hereby granted a

FOOD BUSINESS LICENSE

to operate a Food Business at the above address in the State of Rhode Island, for the period ending: **04/30/2025**

License Number: FSV36616

License: Mobile Food Service - Year Round/Truck

THIS LICENSE IS NOT TRANSFERABLE.

This license must be posted where consumers can see it.



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



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

BELLY BUSTERS LLC
 57 ELKLAND RD
 WARWICK, RI 02886-1003

State of Rhode Island
 DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2024 to 06/30/2025



ID: 2-5313-8137

ISSUED TO:
 BELLY BUSTERS LLC
 57 ELKLAND RD
 WARWICK, RI 02886-1003

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

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR



DATE ISSUED: 06/17/2024



Memorandum

DATE: August 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Revive the Roots for the August 20th Town Council Meeting

BACKGROUND:

Jennifer LaPreste, has applied for one (1) One-Day Special Event License to hold a “Rootstock” to take place at Revive the Roots, 374 Farnum Pike, please note that the event will take place at 10 Old Forge Road, 374 Farnum Pike is a mailing address only.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No record
Letter describing events planned
Diagram of parking area
Special Event Checklist
Noise permit
Proof of insurance

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Revive the Roots for a “Rootstock”, 374 Farnum Pike on the following date:

- Sunday, September 22, 2024 from 12:00 p.m. to 7:00 p.m.

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00 +
~~Per Day~~ Per Diem \$5.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 7/28/2024

Type of License: SPECIAL EVENT Check One: New Renewal Transfer

Name of Applicant: Jennifer LaPreste

Resident Address: 28 Ernest St.
 Operating Under Trade Name of: Smithfield, RI 02917

Date of Birth: 01-29-1984
 Business Address: 374 Farnum Pike, Smithfield, RI 02917 Plat Lot
 Resident Telephone: 401-757-1046 Business Telephone: 401-305-0539

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

Name: _____ Address: _____ Title: _____ DOB: _____
 Name: _____ Address: _____ Title: _____ DOB: _____
 Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: Permaculture and sustainability farm

Hours of Operation:

open daily dawn-dusk year round

Signature of Applicant: Jennifer LaPreste Title: Board member

Applies to business establishments only:

In case of emergency/person to contact

Name: Hannah Martin Address: 10 Old Forge Rd. Smithfield, RI 02917 Phone: 401-602-6237
 Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature]
 Building Official: _____
 RI Dept. of Health: _____
 SIGNATURE NOT REQUIRED

Fire Chief: [Signature]
 Owner of premises: [Signature]

At a meeting of the Smithfield Town Council, held on 8/20/24 the above stated application was:

() Approved () Denied License #: _____ Date Issued: _____

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

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 7/28/2024

1. NAME OF CANDIDATE: (PRINT)

LAPRESTE JENNIFER LYNN
 LAST FIRST MIDDLE
MEHRMANN

MAIDEN NAME

01-29-1984

Weymouth, MA

2. DATE OF BIRTH

3. PLACE OF BIRTH

28 ERNEST ST, SMITHFIELD RI 02917

REVIVE THE ROOTS

4. CURRENT ADDRESS

5. NAME OF BUSINESS

FARM GARDENS

374 FARNUM PIKE, SMITHFIELD, RI 02917

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

no

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-305-0539
 9. BUSINESS PHONE

401-757-1046
 10. HOME PHONE (Cell)

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>October 2008</u>	<u>current</u>	<u>28 ERNEST ST</u>	<u>SMITHFIELD, RI</u>

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

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

13. List below two (2) character references

- | | | |
|-------------------------|--|---------------------|
| 1. <u>Hannah Martin</u> | <u>10 Old Forge Rd, Smithfield, RI 02917</u> | <u>401-602-6237</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Rick LaPrese</u> | <u>28 Ernest St, Smithfield, RI 02917</u> | <u>508-887-3594</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE:

Jennifer LaPrese

Witness:

No Disqualifying Record

 Chief of Police



374 Farnum Pike
Smithfield R.I. 02917
revivetheroots.org
401.305.0539

Date: 07/28/2024

To Whom it may concern:

Revive the Root, located at 374 Farnum Pike in Smithfield requests a permit for our fall event, Rootstock. This event will take place on Sunday, September 22, 2024 from 12:00pm- 7:00pm and include theatrical performances, live music, interactive art, nature walks, family and kid-friendly workshops. We began holding this event in 2021 to celebrate 10 years of Revive the Roots at Mowry Commons, and we are happy to say that this event has become an annual community event that serves a growing community. All events will be family friendly.

If you have any questions please contact Jennifer LaPreste email: jllapreste@gmail.com
cell: 401-757-1046.

Sincerely,

A handwritten signature in black ink that reads 'Jennifer LaPreste'. The signature is written in a cursive, flowing style.

Jennifer LaPreste
Board Member at Revive the Roots

Rootstock 2024 Parking Map

Old Forge Rd

Old Forge Rd

A & W Tire & S

5

VOLUME 100
PARKING

Mowry Commons

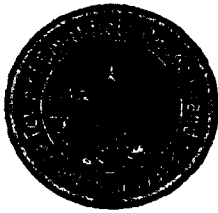
**Event Entrance
(374 FARNUM PIKE)**

**Community Partner
and Check in**

Youth
Activities

Revive the Roots

Exit



Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1001 - Fax (401) 232-7244
E-mail: lantonuccio@smithfieldri.com

Lyn Antonuccio, MPA, CMC
Town Clerk

SPECIAL EVENT CHECKLIST

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

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

Revive the Roots
NAME OF ORGANIZATION

Jennifer LaPrete
PRINT NAME

Jennifer LaPrete
SIGNATURE

7/28/24
DATE

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

1. Name and home address of the applicant: Jennifer LaPreste
28 ERNEST ST, SMITHFIELD, RI. 02917
2. Address of place of business of applicant:
Revive the Roots 374 Farnum Pike, Smithfield, RI
02917
3. License number and motor number of the sound truck to be used by the applicant
(if applicable): N/A
4. Name and address of the person who owns the sound truck or sound amplifying
equipment: Nolan Quartaroli 2 Nokomis Trail,
Smithfield, RI 02917
5. Name and address of the person having direct charge of the sound truck or sound
amplifying equipment: Nolan Quartaroli (see address above)
6. Names and addresses of all persons who will use or operate the sound truck or sound
amplifying equipment:
Nolan Quartaroli (see above for address)
Kylie Seidenberg - 927 Smithfield Ave,
Lincoln, RI 02865
7. The purpose for which the sound truck or sound amplifying equipment will be used:
An event being held on 9/22/2024 for performers +
bands.
8. A general statement as to the section or sections of the town in which the sound truck or
sound amplifying equipment will be used:
on Property at Revive the Roots, 374 Farnum Pike, Smithfield
9. The proposed date and hours of operation of the sound truck or sound amplifying
equipment:
Sunday, September 22, 2024
10. The number of days of proposed operation of the sound truck or sound amplifying
equipment:
1 day
11. A general description of the sound amplifying equipment to be used:
Presonus Studio Live Sound Board, multi driver
speaker system with front stage monitors.
12. The maximum sound producing power of the sound amplifying equipment, including:
 - a. The wattage to be used; 15 watts in last stage of amplification
 - b. The volume in decibels of the sound which will be produced; 70 dbs
before 8 p.m., 60 dbs after 8:00 p.m.
 - c. The approximate maximum distance for which sound will be thrown
from the equipment: 200' from source

I understand and agree to the above
restrictions
Jennifer LaPreste
Applicant Signature

APPROVED: _____
[Signature]
Police Chief

NEW

Renewal of Number

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

Direct Bill Policy

POLICY DECLARATIONS

No. SE 1123786

NAMED INSURED AND ADDRESS:

REVIVE THE ROOTS

10 OLD FORGE RD

SMITHFIELD, RI 02917

POLICY PERIOD: (MO. DAY YR.) From: 09/22/2024 To: 09/24/2024

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Special Event

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$325.00
TOTAL:	\$325.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **NBS INSURANCE AGENCY, INC. (DBA TRIPLE I INSURANCE
AGENCY OF OHIO - CA) (1776)
P O Box 182500
Columbus, OH 43218**
Broker: **Michele Rosa**

Issued: 08/02/2024 3:53 PM

By: 
Authorized Representative

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 1123786

Effective Date: 09/22/2024

12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	374 Farnum Pike, Smithfield, RI 02917	003

PREMIUM COMPUTATION

<i>Evt #</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>Advance Premium</i>	
						<i>Pr/Co</i>	<i>All Other</i>
1	Convention / Trade Show / Exhibition - Farm Show (applicant is the host of the event)	00417	300 Attendees	N/A	325.000	N/A	\$325
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Additional Insured - Property Owner or Lessors of Premises	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$195

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$325

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

EXTENSION OF DECLARATIONS

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 1123786

SCHEDULE OF EVENTS

Event	Start Date	End Date
Convention / Trade Show / Exhibition - Farm Show (applicant is the host of the event)	09/22/2024	09/22/2024

Location(s):

374 Farnum Pike, Smithfield, RI 02917

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2024

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

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


PRODUCER Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062		CONTACT NAME: FLIP Program Support PHONE (AG, Ins, Exp): (844)-520-6992 FAX (AG, Net): E-MAIL ADDRESS: info@flipprogram.com	
INSURED Baby Duck LLC, DBA Tacofied 38 Dean Avenue Johnston RI 02919		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Co. NAIC # 28832 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSR NO(S)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	PLF046122-F252075	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ANIMAL BAILEE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder had been added as additional insured regarding the above mentioned policy per attached
 Additional insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER Revive the Roots, The Town of Smithfield and the Smithfield Land Trust Mowry Commons 374 Famum Pike Smithfield, RI 02917	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Revive the Roots, The Town of Smithfield and the Smithfield Land Trust

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Memorandum

DATE: August 20, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Mobile Food Truck License for Griddle Me This, LLC d/b/a “Griddle Me This” for the August 20th Town Council Meeting

BACKGROUND:

The business listed below has filed for a new Mobile Food Truck License. The new Mobile Food Truck License requires a Rhode Island Mobile Food Truck Establishment Registration. The Mobile Food Truck License will expire on March 1st of each year. Griddle Me This, LLC d/b/a “Griddle Me This” has already registered with the State of Rhode Island as a Mobile Food Truck Establishment.

TOWN REVENUE:

The cost for a Mobile Food Truck License is \$75.00 per year, however, if the Mobile Food Truck applicant has an existing restaurant then the fee would be \$50.00 per year.

SUPPORTING DOCUMENTS:

Copy of application
Copy of Rhode Island Mobile Food Establishment Registration
Copy of Food Business License
Copy of Retail Sales Permit
Copy of Menu
Proof of insurance

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

Move that the Smithfield Town Council consider, discuss and act upon approving a new Mobile Food Truck License, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.

1. Griddle Me This, LLC d/b/a “Griddle Me This”, to sell smashed burgers, fries, onion rings and breakfast burgers from a truck with RI Reg. #1SR325.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$75.00 - If no store front
\$50.00 - If there is a store front, in Smithfield

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application:

Type of License: Mobile Food Truck

License Application Status:

Name of Applicant: William Jones

Date of Birth: June 25, 1969

Resident Address: 20 Blackrock Rd
Coventry, RI 02816

Business Address: 5 Hollins Rd
Cranston, RI 02920

Map:

Lot:

Corporation Name: Griddle Me This, LLC

Resident Telephone: 401-474-4580

Business Telephone:

Operating Under Trade Name of: Griddle Me This, LLC

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

Dennis LeBlanc, President
5 Hollins Rd
Cranston, RI 02920
(401) 447-8963
D.O.B. April 17, 1965

Describe Operation of Business:

Required to fill requested
Hours of Operation:

11am - 9pm

Signature of Applicant:

William Jones

Title:

X Vice President

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name:

Address:

Telephone:

Name:

Address:

Telephone:

For Official Use Only

SIGNATURE NOT REQUIRED

Police Chief:

X

SIGNATURE NOT REQUIRED

Fire Chief:

Building Official:

SIGNATURE NOT REQUIRED

Owner of Premises:

X

SIGNATURE NOT REQUIRED

RI Dept. of Health:

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on

8/20/24

the above stated application was

() Approved

() Denied

License#

Date Issued:

GRIDDLE ME THIS

SMASHED BURGERS 10 FRENCH FRIES 4

SPICY JALAPENO 12 ONION RINGS 6

RODEO BURGER 12

KIDS MENU

HOT WIENER BURGER 12

CHICKEN TENDERS 6

BREAKFAST BURGER 13

JUMBO

BACON MAC N CHEESE BURGER 13

HOT DOG 5

HOT WEINERS 3

CANDY CHIPS 2



Rhode Island Department of Business Regulation
 1011 Pontiac Avenue, Cranston, RI 02920
 Telephone: (401) 462-8306 Fax: (401) 462-0548

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

Dennis Lallanc
 5 Hollins Dr.
 Cranston, R.I. 02920

Business Entity Name:	DBA (Doing Business As):	Name of Mobile Food Establishment/Truck:	DMV License Plate State and Number of Truck/Car/Trailer or DBM Registration Number:
Griddle Me This			R.I.-1SR325

has met the requirements of the Department of Business Regulation and has been granted this license as a Truck which serves Prepared Foods .
IN THE STATE OF RHODE ISLAND.

License Number: MFE-1238

Expiration Date: May 3, 2025

State of Rhode Island
DIVISION OF TAXATION



RETAIL SALES PERMIT

Valid From: 07/01/2024 to 06/30/2025

ID: 2-5906-8699

ISSUED TO:
 CRIDDLE ME THIS
 5 HOLLINS DR
 CRANSTON, RI 02920-8305

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

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

NSavage

NEENA S. SAVAGE
 TAX ADMINISTRATOR



DATE ISSUED: 06/27/2024



State of Rhode Island
Department of Health

GRIDDLE ME THIS
 Address Information

5 HOLLINS DRIVE
 CRANSTON RI 02920

License Information

License No:	FSV36651	Profession:	Food Service	License Type:	Mobile Food Service
License Status:	Active	Issue Date:	4/29/2024	Expiration Date:	4/30/2025
Secondary License Type:	Seasonal/Truck				

Specialty Information

No Specialty Information

Disciplinary Action

Disclaimer: The individual license information on the Licensee Lookup displays only the current license status (e.g., Active, Active Probation, Suspended, Revoked). For the disciplinary history of any individual licensee, please click on the link for the specific profession and then on the Disciplinary Actions link available on each professional board's webpage.

See Board Disciplinary Listings at <http://www.health.ri.gov/lists/disciplinaryactions>

CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.

Success! Thank you for choosing Hiscox.

- Payment is confirmed and policy is created.
- Your policy documents are being sent to you based on the delivery method you selected.
- If you chose to have your documents emailed to you, please add contact@hiscox.com to your contacts to receive important updates regarding your policy. If for some reason you have not received them within an hour, please check your spam folder.

Confirmation information

Reference #S104.584.851

Payment: Visa x013

Griddle Me This LLC
5 Hollins Drive
Cranston, RI 02920
Providence County

Policy information

- Policy period 05/23/2024 - 05/23/2025
- Automatic renewal after 12 months
- 14-day guarantee
- Cancel any time

General Liability | \$351.00/year
Policy #P103.404.531

Limits & Deductible

Occurrence limit	\$1,000,000
Aggregate limit	\$1,000,000
Deductible	\$0

Coverage upgrades

Blanket Additional Insured	
Terrorism Coverage	\$4.00/year

Total Annual Premium | \$351.00/year

Payment received **\$351.00**

The total annual premium includes all relevant discounts and any applicable surcharges.



SMITHFIELD POLICE DEPARTMENT INTER-DEPARTMENTAL MEMO

DATE: Wednesday, July 17, 2024
TO: Town Manager Randy R. Rossi
FROM: Chief Richard P. St.Sauveur, Jr.
SUBJECT: Town Council Agenda Item

Town Manager Rossi,

Please inform the Town Council that the Smithfield Police Department will be requesting authorization, at the August 20, 2024, Town Council Meeting, for the Town Manager to sign a Master Agreement For Crossing Guard Services with NESCTC Security Agency, LLC.

The police department has worked closely with Carlos Santos, Smithfield Purchasing Agent, to confirm that NESCTC Security Agency, LLC is the only security firm in Rhode Island that provides crossing guard services. As such, this security firm should be considered a sole source of this service. NESCTC Security Agency, LLC currently provides crossing guard services to the City of Cranston.

The police department's approved operating budget contains a line item for crossing guard services in the amount of \$64,620 to cover the first year of the Master Agreement. By contracting with NESCTC Security Agency, LLC, the Smithfield Police Department will no longer maintain the burden of being responsible for crossing guard training, scheduling, recruiting, hiring, or providing uniforms. Additionally, sworn officers will no longer be needed to fill crossing guard posts when assigned crossing guards become unavailable to cover their posts.

Town Solicitor Anthony Gallone has reviewed and approved this Master Agreement.

Respectfully,

Richard P. St.Sauveur, Jr.
Police Chief

(cont...)

AGENDA ITEM:

Consider, discuss, and act upon authorizing the Town Manager to sign a Master Agreement For Crossing Guard Services with NESCTC Security Agency, LLC.

MOTION:

Moved, that the Smithfield Town Council authorize the Town Manager to sign a Master Agreement For Crossing Guard Services with NESCTC Security Agency, LLC.

MASTER AGREEMENT FOR CROSSING GUARD SERVICES

THIS AGREEMENT FOR CROSSING GUARD SERVICES (“Agreement”) is made on this the _____ day of _____, 2024 by and between the **TOWN OF SMITHFIELD, RHODE ISLAND**, with offices located at 64 Farnum Pike, Smithfield, RI 02917 (hereinafter referred to as “Town of Smithfield or “Smithfield”), and **NESCTC SECURITY AGENCY, LLC**, with corporate offices located at 46 Molter Street, Cranston, RI 02910 (hereinafter referred to as “Contractor”), (the Town of Smithfield and Contractor hereinafter referred to individually or jointly as the “Party” or “Parties” respectively).

WHEREAS the Town of Smithfield, Rhode Island is dedicated to ensuring the safety of Smithfield’s public school students who walk or bicycle to and from school; and

WHEREAS the Town of Smithfield has identified and selected certain roadways as requiring adult supervision based on various factors, including the number of children crossing, their ages, the volume of traffic and number of reported traffic incidents at the particular location (hereafter referred to as “Designated Crossing Areas,” “Posts” or “Locations”); and

WHEREAS, the Town of Smithfield desires to retain the services of a qualified and experienced company to provide private, unarmed, uniformed adult crossing guards (“Crossing Guards”) at designated Crossing Areas; and

WHEREAS Contractor is a Rhode Island-based, national security consulting and management firm with significant experience in providing unarmed, uniformed security guard services to public corporations and not-for-profit clients in Rhode Island; and

WHEREAS the Town of Smithfield desires to engage Contractor, based on Contractor’s qualifications and experience as demonstrated in a competitive, sealed-bid RFP process, to provide Crossing Guards to assist Smithfield’s public school students with crossing roadways at Designated Crossing Areas (such services hereinafter referred to as “Crossing Guard Services”).

NOW THEREFORE, in consideration of their mutual covenants, and for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties hereto agree as follows:

1. Scope of Work

Contractor shall be responsible for the management of Crossing Guard Services, including providing adult crossing guard personnel, supervision and safety equipment, the operation of pedestrian signals, and for the safe crossing in crosswalks of Smithfield’s public school students at Designated Crossing Areas.

2. Responsibilities of Contractor

Contractor shall have the following responsibilities:

- a) Provide Crossing Guard Services at the locations and times listed in the Designated Crossing Areas & Times (attached hereto as Schedule “A” and incorporated herein by reference), and in accordance with the Crossing Guard Post Orders (attached hereto as Schedule “B” and incorporated herein by reference), and the Crossing Guard Call-In Protocol (attached hereto as Schedule “C” and incorporated herein by reference);
- b) Supply all necessary equipment, materials, tools and/or property necessary to fulfill its responsibilities herein, including but not limited to signs, traffic vests, whistles and

raincoats;

- c) Provide training to all new hire Crossing Guards;
- d) Maintain sufficient numbers of alternate Crossing Guards;
- e) Establish an emergency call list for emergency closings with a minimum of ten (10) posts (e.g. snow related);
- f) Provide local supervision to i) train Crossing Guards, ii) assign schedules, iii) inspect each Crossing Guard and Designated Crossing Area at least one (1) time per month, iv) be available to respond to problems or complaints at any time, and v) generally monitor and ensure that Crossing Guards Services are being provided at the designated locations and times and performed in accordance with the terms and conditions of this Agreement;
- g) Coordinate any scheduling and any schedule changes directly with the Town;
- h) Establish contact with a designated Smithfield Police Department representative to assist Contractor as needed with any screening (background checks), training or equipment requirements;
- i) Provide payroll and worker's compensation for all Crossing Guards; and
- j) Submit invoices to the Town of Smithfield on a monthly basis for the number of hours worked by crossing guards during the previous month.
- k) Adhere to and comply with all the terms and conditions of this Agreement.

3. Responsibilities of the Town of Smithfield

The Town of Smithfield shall have the following responsibilities:

- a) Make payment to Contractor for Crossing Guard Services in accordance with the terms and conditions described herein, or as set forth in any attached Pricing & Payment Terms Schedule or in any Purchase Order(s) that the Parties may mutually agree upon from time to time hereafter; and
- b) Communicate directly, primarily, and as the first point of contact, with Contractor regarding any and all issues pertaining to Crossing Guard Services being provided by Contractor to the Town of Smithfield, and any other related matters pertaining to Crossing Guard Services being rendered by Contractor to the Town of Smithfield pursuant to this Agreement; and
- c) Facilitate communication with, and support of, Smithfield Police Department to support Contractor's responsibilities hereunder to maximize the safety of Smithfield's school children while traveling to and from school;
- d) Provide public recognition to Crossing Guards on an annual basis to encourage and support their efforts to provide a safe crossing environment for Smithfield's school children; and
- e) Adhere to and comply with all the terms and conditions of this Agreement.

4. Pricing & Payment Terms

The cost of Crossing Guard Services, and the terms of payment therefore, shall be as described the Schedule "D", Pricing & Payment Terms, attached hereto and incorporated herein by reference, or as may be mutually agreed upon in writing by the Parties hereafter.

5. Term

The term of this Agreement shall be for a period of three (3) years commencing on the date first indicated on page one (1) of this Agreement (the "Initial Term"). At the end of the Initial term, this Agreement may continue on an annual basis for up to two (2) additional one (1) year terms (the "Renewal Term(s)") subject to approval of both the Board of Contracts and Purchases of the Town of Smithfield, and Contractor, unless and until terminated by either of the Parties hereto by giving prior written notice of non-renewal at least three (3) months prior to the expiration of the Initial Term, or then current Renewal Term, as the case may be.

The foregoing notwithstanding, if either Party shall fail to fully and properly perform in accordance with the provisions of this Agreement during the Initial Term or any subsequent Renewal Term, then the Party not in breach shall have the option to terminate this Agreement for cause as indicated in the termination provisions set forth below.

6. Events of Default; Termination

Either party may terminate this Agreement without cause on ninety (90) days prior written notice. The foregoing notwithstanding, either Party may terminate this Agreement for cause on not less than thirty (30) days prior written notice to the other if:

- a) The other party fails to perform any material obligation hereunder (including but not limited to failure of Contractor to provide Crossing Guard Services, and non-payment of invoices by Smithfield), or third-party interference with the performance of services, and such failure to perform is not remedied, or diligent efforts to affect a remedy have not commenced, within ten (10) days following written or verifiable electronic notice thereof to the party in default; or
- b) If a preceding concerning bankruptcy, insolvency, dissolution, cessation of operations, reorganization of indebtedness or the like is filed by the other party, or such a proceeding is filed against the other party and such proceedings are not dissolved within (30) days of the date such proceedings are initiated.

Notwithstanding the provisions hereof, any delay or failure of either party to perform hereunder as a result of force majeure or other reason beyond either party's reasonable control, shall not constitute a breach of a material obligation of this Agreement.

The foregoing notwithstanding, if the Town of Smithfield decides to opt out of, or is required to terminate, this Agreement due to any dispute with labor or a labor union, judicial action, litigation, arbitration, legal prohibition or other similar cause, the Town of Smithfield may do so at any time, notwithstanding the above-referenced notice period, subject only to payment to Contractor in an amount equal to the cost of Crossing Guard Services for two (2) months to cover Contractor's costs and financial obligations incurred based on reliance on this Agreement, and subject to section 10 below if applicable.

If Contractor terminates pursuant to this provision, the Town of Smithfield may, in its sole and exclusive determination, elect to retain or hire any or all crossing guards currently working for Contractor to

continue providing crossing guard services to the Town of Smithfield.

7. Warranties & Guarantee

The Parties hereto mutually warrant and represent as follows:

- a) That each is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business;
- b) The persons signing this Agreement on behalf of each Party are duly and lawfully authorized to enter into agreements of this kind and nature;
- c) This Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms;
- d) There are no bankruptcy proceedings pending or being contemplated and there are no legal proceedings that materially adversely affect the ability of the Parties to perform pursuant to this Agreement; and
- e) That each Party will cause these representations and warranties to be true and correct throughout the Initial Term, and any Renewal Term(s), of this Agreement.

Contractor hereby guarantees crossing coverage for absent or sick Crossing Guards. If Contractor fails to provide coverage for any Crossing Guard that calls out sick or is a “no-show” at a Designated Crossing Area, Contractor shall reimburse Town of Smithfield an amount equal to the cost of coverage for the Designated Crossing Area in question, as set forth in this Agreement where Contractor failed to provide coverage.

Town of Smithfield hereby guarantees to make payment for services rendered pursuant to this Agreement in a timely manner pursuant to payment terms indicated herein. If Town of Smithfield fails to make timely payment for services rendered, Town of Smithfield shall pay Contractor interest in an amount equal to three percent (3%) of the past due amount, in addition to the any amounts due and payable to Contractor.

8. Insurance

Prior to performing any Crossing Guard Services pursuant to this Agreement, Contractor shall provide the Town of Smithfield with a Certificate of Insurance as evidence of the existence of a valid and enforceable policy of insurance listing the Town of Smithfield as an Additional Insured, with the following coverage and amounts:

- a) Commercial General Liability, written on an occurrence basis; with limits of not less than THREE MILLION DOLLARS (\$3,000,000.00), such limits to be attained via any combination of primary and excess umbrella liability coverage; and
- b) Worker’s Compensation (in limits not less than prescribed by state law); and

Contractor shall keep the aforementioned policies in force throughout the term of this Agreement. All insurance required to be carried by the Contractor pursuant to this section shall be issued by insurers of recognized responsibility who’s “Best” rating is “A” or better.

All Certificates of Insurance shall be forwarded to:

**Town of Smithfield
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917
Attn: Director of Purchasing**

In the event of cancellation of any insurance required to be carried by Contractor under this Agreement, the Town of Smithfield shall be notified at least twenty-five (25) days prior to cancellation of same. Additionally in the event Contractor's insurance is canceled, the Town of Smithfield shall have the immediate right to terminate this Agreement.

The Town of Smithfield shall also maintain insurance, or self insure, in the amounts and coverage the Town of Smithfield, in its sole discretion, determines is reasonable and appropriate to manage the Town of Smithfield's risk of loss.

9. Limitation of Liability; Indemnification

It is understood and agreed by the Parties hereto that Contractor is not an insurer, and that the payments provided for herein are based solely on the value of the Crossing Guard Services being provided as described herein or in any Purchase Order, and are unrelated to the value of any claims that may be brought against Contractor or its Crossing Guards, and that each party shall maintain insurance as provided herein. The Town of Smithfield understands that Contractor offers several levels and types of security services and that the Crossing Guard Services described herein have been selected by the Town of Smithfield after considering and balancing the costs and benefits of any such Crossing Guard Services.

Further, it is agreed that in the event of a failure in the Crossing Guard Services, it is impractical and extremely difficult to fix actual damages due to (i) the uncertain value of any claims for damages that may be brought, and (ii) the difficulty in establishing a causal connection between the failure in the Crossing Guard Services and any possible loss. Therefore, absent negligence or willful misconduct, if any liability is imposed on Contractor such liability shall be limited to an amount equal to the cost of Crossing Guard Services for one (1) month. This sum shall be paid and received as liquidated damages and not as a penalty. The payment of this amount shall be Contractor's sole and exclusive liability unless the loss or damage is caused by the negligence or willful misconduct of Contractor, its employees, agents or representatives in the performance of their obligations under this Agreement.

Contractor agrees to indemnify, defend and hold harmless the Town of Smithfield, and its elected officials and employees (collectively referred to as "Smithfield Officials") from and against any and all claims, actions, liabilities, losses, costs and expenses, including without limitation, reasonable attorneys' fees, arising out of injury to any person(s), damage to property, or other related loss that may be incurred by any Smithfield Officials to the extent any of these are caused by the negligence or willful misconduct of Contractor, its officers, directors, employees, agents and/or representatives.

10. Confidentiality

The Parties understand and agree to treat as confidential and proprietary, any information which they receive from the other Party in connection with this Agreement. The Parties further agree that they shall not reproduce, copy, or disclose to any other person, company, partnership, corporation, governmental authority or any other entity, other than to each Party and their authorized representative(s), any information, whether written or verbal, and whether labeled or otherwise treated as confidential or proprietary, contained in or derived from information collected, received, or transferred between the

Parties, including but not limited to this Agreement, including attached Schedules, and any written amendments to this Agreement that may be agreed upon hereafter. The Parties may disclose confidential information pursuant to a judicial or administrative order or other requirement of law, provided that the Party subject to such order or law uses its best efforts to provide prior notice to the Party whose information may be disclosed, in order to provide such Party the opportunity to contest such disclosure, if applicable.

11. Independent Contractor

The services performed by Contractor hereunder shall be performed as an independent contractor to the Town of Smithfield, and no person employed by Contractor shall be deemed to be an employee of the Town of Smithfield. The Parties intend that no agency, partnership, joint venture or other joint relationship be created hereby, and that neither Party shall have any authority to bind the other in any respect except as specifically provided in accordance with this Agreement or any amendment hereto.

12. Assignment

This Agreement shall be binding on both Contractor and Town of Smithfield and their respective successors, assigns and transferees. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party, except to (a) a subsidiary, affiliate, division or corporation controlled by either Party, as the case may be, (b) a successor corporation or entity of either Party, or (c) a purchaser of substantially all of the assets of either Party; provided, in any such case, that (i) the transfer is a part of a business reorganization of or within the family of corporations or entities of which either Party is a part, and (ii) the transferee shall assume in writing, in a form reasonably acceptable to the other, non-assigning Party, all of the obligations of the assigning Party under the terms of this Agreement, in which case with respect to a, b and c above, the assigning Party shall have the absolute right to transfer and assign this Agreement, without prior notice and, in any event, without the consent of the other Party hereto.

In the event that either Party shall assign this Agreement contrary to the requirements of this section, the non-assigning Party shall have the right to immediately terminate this Agreement.

13. Force Majeure

Neither Party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to, acts of God, acts of terrorism, and strikes or other labor disputes or disturbances, provided that the following terms and conditions of this section are met:

- a) The Party whose performance is delayed or prevented shall provide notice as soon as possible or practicable to the other Party of any such event; and
- b) The Party whose performance is delayed or prevented shall use reasonable and diligent efforts to remove such causes of nonperformance as soon as possible.

14. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect.

15. Notice

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed delivered upon the first to occur of (i) actual delivery to the person to whom it is addressed, or (ii) delivery by recognized national courier with confirmation of delivery, or (iii) delivery by fax with confirmation of receipt, if also sent by certified mail, or (iv) the third (3rd) business day after deposit in the United States Mail, certified mail, return receipt requested, addressed to the following addresses below, or to such other address as either Party may designate in writing to the other Party for this purpose. Notice shall be deemed given when received, as evidenced by the return receipt or the date such notice is first refused, as the case may be.

If to Contractor: **NESCTC Security Agency, LLC
46 Molter Street
Cranston, RI 02910
Attn: Michael J. Malloy, President**

If to Smithfield: **Town of Smithfield
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917
Attn: Director of Purchasing**

16. Governing Law

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Rhode Island, exclusive of its conflicts of laws provisions.

17. Compliance With Laws

Contractor and the Town of Smithfield shall comply with all federal, state and local laws applicable to the provision of Crossing Guard Services.

18. Recitals

The recitals on page one hereof are incorporated herein verbatim and at length as if more fully set forth herein.

19. Entire Agreement

This Agreement, and any schedule(s) or other addenda attached hereto, constitutes the entire understanding and agreement of the Parties hereto, and no representations or agreements, written or oral, have been made except as set forth herein. This Agreement supersedes any and all prior agreements or understandings of the Parties regarding the subject matter of this Agreement and is intended to cover the provision of all present and future Crossing Guard Services by Contractor to the Town of Smithfield. Any change(s) or amendment(s) to this Agreement must be in writing and signed by both Parties. In the event of any conflicts between this Agreement and any amendment hereto, the provisions of this Agreement shall govern. This Agreement shall become effective only when signed by an officer, director or other authorized official of the Town of Smithfield and Contractor who is lawfully authorized to enter into agreements on behalf of each Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

TOWN OF SMITHFIELD:

CONTRACTOR:

**TOWN OF SMITHFIELD,
RHODE ISLAND**

NESCTC SECURITY AGENCY, LLC

By: _____
Town Manager

By: _____
Michael J. Malloy
President & Chief Executive Officer

SCHEDULE A

DESIGNATED CROSSING AREAS & TIMES

The following list of streets or street corners and times have been identified and selected by the Town of Smithfield as Designated Crossing Areas for purposes of this Agreement:

Post #	Location	In	Out	In	Out	Actual Hry Total	Work Minutes	Billable hrs	Hry Rate	Daily Total
1	Pleasant View Elementary (Front) 100 Pleasant View Ave Smithfield, RI	820	900	1505	1550	1.42	85.00	3.77	\$25	\$94.25
2	LaPerche Elementary School 11 Limerock Rd Smithfield, RI	740	825	1435	1515	1.42	85.00	3.77	\$25	\$94.25
3	Old County Elementary School 200 Old County Rd Smithfield, RI	745	820	1440	1515	1.17	70.00	3.14	\$25	\$78.50
4	Gallagher Middle School 10 Indian Run Trail Smithfield, RI	715	755	1340	1425	1.42	85.00	3.77	\$25	\$94.25
5										
6										
7										
8										
9										
10										
TOTALS FOR 2024 September through December 2024						5.43		14.45		\$361.25
Post #	Location	In	Out	In	Out	Actual Hry Total	Work Minutes	Billable hrs	Hry Rate	Daily Total
1	Pleasant View Elementary (Front) 100 Pleasant View Ave Smithfield, RI	820	900	1505	1550	1.42	85.00	4.03	\$25	\$100.75
2	LaPerche Elementary School 11 Limerock Rd Smithfield, RI	740	825	1435	1515	1.42	85.00	4.03	\$25	\$100.75
3	Old County Elementary School 200 Old County Rd Smithfield, RI	745	820	1440	1515	1.17	70.00	3.37	\$25	\$84.25
4	Gallagher Middle School 10 Indian Run Trail Smithfield, RI	715	755	1340	1425	1.42	85.00	4.03	\$25	\$100.75
5										
6										
7										
8										
9										
10										
TOTALS FOR January- December 2025 MINIMUM WAGE INCREASE						5.43		15.46		\$386.50

SCHEDULE B

CROSSING GUARD POST ORDERS

CROSSING GUARDS ARE ON SITE TO ASSIST THE ELEMENTARY SCHOOL CHILDREN OF THE TOWN OF SMITHFIELD WITH THE CROSSING OF STREETS WHILE WALKING TO AND FROM SCHOOL DURING THE SCHOOL YEAR.

CROSSING GUARDS ARE NOT PERMITTED TO DETAIN, APPREHEND, QUESTION, ACCUSE, FOLLOW OR PURSUE ANYONE. CROSSING GUARDS ARE INSTRUCTED TO OBSERVE, REPORT AND NOTIFY NESCTC & POLICE OF ANY SUSPICIOUS BEHAVIOR.

CROSSING GUARDS **MUST**, AT ALL TIMES WHILE ON DUTY OR AT A CROSSING AREA:

- REPORT TO THEIR ASSIGNED CROSSING AREA AT LEAST 15 MINUTES PRIOR TO DESIGNATED START TIME AND REMAIN ON POST AT LEAST 15 MINUTES AFTER DESIGNATED FINISH TIME.
- CALL ON DUTY TO NESCTC IN ACCORDANCE WITH CROSSING GUARD CALL-IN PROTOCOL
- COMPLETE AND SIGN A TIME CARD OR SIGN-IN SHEET EACH WEEK INDICATING ACTUAL TIME WORKED
- WEAR AN APPROVED UNIFORM AND IDENTIFICATION AT ALL TIMES WHILE ON DUTY OR AT A DESIGNATED CROSSING AREA
- BE CLEAN AND WELL GROOMED EVERY DAY
- MAINTAIN A PLEASANT, CHILD-FRIENDLY, PROFESSIONAL DEMEANOR AND SPEECH
- PRACTICE COURTESY, DIPLOMACY, RESPECT AND GOOD PUBLIC RELATIONS AT ALL TIMES
- GREET CHILDREN IN A PROFESSIONAL, RESPECTFUL MANNER
- PERFORM THEIR DUTIES IN AN AWAKE, ALERT & READY MODE
- ESTABLISH A POSITION AT THE CROSSING AREA IN ACCORDANCE WITH TRAINING INSTRUCTION AND/OR VIDEO PROVIDED BY NESCTC
- OBSERVE & REPORT ANY SUSPICIOUS BEHAVIOR TO NESCTC MANAGEMENT AND THE POLICE
- KEEP THE CROSSING AREA CLEAN OF TRASH OR OTHER DEBRIS, ESPECIALLY ANYTHING THAT COULD DISTRACT OR CAUSE INJURY TO CHILDREN WHILE THEY ARE IN THE CROSSING AREA

CROSSING GUARDS **MUST NOT**:

- LEAVE THEIR CROSSING AREA FOR ANY REASON WITHOUT APPROVAL OF NESCTC MANAGEMENT AND THEN ONLY AFTER A REPLACEMENT IS ON SITE TO COVER THE CROSSING AREA
- SMOKE, EAT, TALK ON A CELLULAR PHONE FOR NON-BUSINESS PURPOSES, ROAM THE AREA, OR SIT DOWN WHILE ON DUTY
- DETAIN, ATTEMPT TO DETAIN, APPREHEND, CHASE, FOLLOW OR PURSUE ANY SUSPICIOUS PERSON(S) (IMMEDIATELY REPORT TO POLICE IF ANY CRIME IS OBSERVED)
- QUESTION OR ACCUSE ANY CHILD OF WRONGDOING
- ASK ANY CHILD TO USE A DIFFERENT CROSSING AREA
- TOUCH, SEARCH OR CONTACT IN ANY WAY ANY CHILD'S BACKPACK, LUNCHBOX OR PERSONAL PROPERTY
- PHYSICALLY CONTACT ANY CHILD AT ANY TIME.
- ENGAGE IN ANY CONFRONTATION WITH ANY CHILD, PARENT OR OTHER PERSON (OBSERVE & REPORT TO NESCTC MANAGEMENT)
- COMMENT ON OR BECOME INVOLVED IN ANY DISPUTE BETWEEN CHILDREN, PARENTS OR OTHER PERSONS (REPORT TO NESCTC MANAGEMENT)
- DISCLOSE DETAILS OF EVENTS WITNESSED WHILE ON DUTY OR AT THE CROSSING AREA TO ANYONE OTHER THAN NESCTC MANAGEMENT OR POLICE (e.g. DO NOT TALK TO ANY REPORTERS OR OTHER MEMBERS OF THE MEDIA, AND DO NOT REPRESENT YOURSELF TO BE AN EMPLOYEE OR SPOKESPERSON OF THE TOWN OF SMITHFIELD)
- CARRY, POSSESS OR USE ANY WEAPONS OF ANY KIND WHILE ON DUTY (i.e. NO WEAPONS OF ANY KIND ARE ALLOWED ON POST)

I, _____, have read, understand and agree to adhere to the Post Orders at all times while
(Print Full Name)
on duty or performing Crossing Guard Services on behalf of NESCTC Security Agency, LLC at any Town of Smithfield Designated Crossing Area.

Signature of Crossing Guard

Date

SCHEDULE C

CROSSING GUARD CALL-IN PROTOCOL

THE FOLLOWING CALL-IN PROTOCOL & POST ORDERS HAVE BEEN APPROVED BY
NESCTC AND THE TOWN OF SMITHFIELD AND MUST BE STRICTLY ADHERED TO

All Crossing Guards must adhere to the following Call-In Protocol:

- 1. Crossing Guards must report ON-TIME to their Designated Crossing Area AT LEAST 15 MINUTES PRIOR TO THEIR SCHEDULED START TIME.**

- 2. Crossing Guards must contact NESCTC once they are on site at their designated Crossing Area by cell phone, or just prior to leaving home to go to their Designated Crossing Area.**

When calling in, Crossing Guards must clearly state their Name, Title ("Smithfield Crossing Guard"), designated Crossing Area Street Name, and the designated Crossing Area Site Number.

- 3. Crossing Guards must sign in and out on a sign-in sheet provided by NESCTC. There is to be one sign-in sheet per week (which runs from Monday to Friday).**

- 4. The sign-in sheet should be hand delivered to the NESCTC Supervisor assigned on Friday of each school week scheduled.**

I, _____, have read, understand and agree to adhere to this Crossing Guard Call-
(Print Full Name)
In Protocol at all times when performing Crossing Guard Services on behalf of NESCTC Security Agency, LLC at any
Designated Crossing Area in the Town of Smithfield.

Signature of Crossing Guard

Date

SCHEDULE D

PRICING & PAYMENT TERMS

Contractor and the Town of Smithfield hereby agree to the following pricing and payment terms for Crossing Guard Services to be provided by Contractor to the Town of Smithfield pursuant to this Agreement:

1. General Terms

- a) Any flat rate pricing that is now, or may hereafter be agreed upon by and between Contractor and Smithfield shall be subject to annual review by Contractor and Smithfield on or before the thirty-first (31st) day of July of each year.*
- b) Smithfield shall pay Contractor for any and all Crossing Guard Services rendered by Contractor in accordance with the following payment terms:

 X Upon receipt of invoice
- c) Contractor shall promptly refund to Smithfield, any monies paid by Smithfield to Contractor for any Crossing Guard Services that are reasonably demonstrated by Smithfield to have been paid in error.
- d) "Emergency Service" shall have the following meaning:

Any Crossing Guard Services requested by the Town of Smithfield **within twenty-four (24) hours** Of the time when the service is required to begin that deviates from the times designated for Crossing Guard Services in Schedule E attached hereto.
- e) Emergency Service shall be provided at no additional charge to the Town of Smithfield.

2. Pricing for Annual Site Security Guard Services Listed on Schedule E.

The foregoing notwithstanding, the following pricing and payment terms shall apply for any and all annual (school year) Crossing Guard Services provided by Contractor to the Town of Smithfield at the Designated Crossing Areas listed on Schedule A hereinabove:

- a) Flat Rate, All-Inclusive Price of \$ 25.00 per hour based on the amount of Posts as designated in Schedule E hereinbelow, which is incorporated herein by reference. The Town of Smithfield, in its sole discretion, shall identify and determine where Posts are required, and may reduce or expand the number of Posts at any time prior to the start of each school year, provided at least 15 days prior written notice is given to Contractor prior to the 2024-2025 school year, and at least 30 days prior written notice is given prior to the start of any and all future school years. In no event shall any changes to the number or location of Posts be made during the school year between September and June. Further, in the event the number of Posts is reduced, the cost for any remaining Posts shall be as indicated in Schedule E based on the Post locations remaining.
- b) All Crossing Guards are to be attired in a Crossing Guard uniform as agreed upon by the Town of Smithfield and Contractor, with a company identification badge visible to the public, or as otherwise agreed upon by the Parties.

* Subject to an annual cost of living adjustment (COLA) dependent and consistent with national COLA, as agreed upon by the Parties. In addition, if any state law should be interpreted by a court of competent jurisdiction to require a minimum payment of three (3) hours per shift, and the Court defines "shift" to mean each time a Crossing Guard arrives on post such that Contractor must pay a 3 hour minimum per time slot ("shift"), then the Town of Smithfield agrees to pay Contractor any such increase in costs at a comparable rate as indicated herein. Also, if any NESCTC Crossing Guard(s) do not perform in accordance with the attached Crossing Guard Post Orders, Contractor will refund an amount equal to the cost of services at the Designated Crossing Area as indicated herein, back to the Town of Smithfield for each such incident of failure to perform.

3. Additional Crossing Guard or Security Services

The pricing for any Crossing Guard Services or Designated Crossing Guard Areas other than as identified hereinabove, shall be as the Parties hereto may mutually agree upon in writing from time to time hereafter, or in any amendment to this Agreement if in writing and executed by an authorized representative of both Contractor and the Town of Smithfield.

Crossing Guard Schedule and Per Diem Wage for 2024

SCHEDULE E

Post	Location	Time 1	Time 2	Time 3	Time 4	Work Minutes	Work Hrs	Paid Time Minutes	Paid Time Hrs	Per Diem Wage	Daily Cost to Town
1	Pleasant View Elementary	820	900	1505	1550	85	1.42	226	3.77	\$52.72	\$94.25
2	LaPerche Elementary School	740	825	1435	1515	85	1.42	226	3.77	\$52.72	\$94.25
3	Old County Elementary School	745	820	1440	1515	70	1.17	188	3.14	\$43.96	\$78.50
4	Gallagher Middle School	715	755	1340	1425	85	1.42	226	3.77	\$52.72	\$94.25

Crossing Guard Schedule and Per Diem Wage for 2025

Post	Location	Time 1	Time 2	Time 3	Time 4	Work Minutes	Work Hrs	Paid Time Minutes	Paid Time Hrs	Per Diem Wage	Daily Cost to Town
1	Pleasant View Elementary	820	900	1505	1550	85	1.42	242	4.03	\$56.48	\$100.75
2	LaPerche Elementary School	740	825	1435	1515	85	1.42	242	4.03	\$47.14	\$100.75
3	Old County Elementary School	745	820	1440	1515	70	1.17	202	3.37	\$56.48	\$84.25
4	Gallagher Middle School	715	755	1340	1425	85	1.42	242	4.03	\$56.48	\$100.75



SMITHFIELD POLICE DEPARTMENT INTER-DEPARTMENTAL MEMO

DATE: Tuesday, July 30, 2024
TO: Town Manager Randy R. Rossi
FROM: Deputy Chief Eric Dolan
SUBJECT: Town Council Agenda Item

Town Manager Rossi,

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Police Department will be requesting authorization at the August 20, 2024, Town Council meeting for the purchase of fifty (50) Glock 47 MOS7 9mm pistols with Aimpoint Acro P2 Ameriglo, eight (8) Glock 47 MOS7 9mm with Ameriglo Bold Sights and two (2) Glock 26 Gen 5 9mm for a total of sixty (60) Glock handguns.

There are currently three (3) Glock distributors on the Commonwealth of Massachusetts COMMBUYS procurement system which has been approved by Carlos Santos, Smithfield Purchasing Agent. All three vendors produced quotes for the 60 firearms. The quotes include the trade-in of our current firearms, which have been in service for over ten years.

AmChar Wholesale:	\$35,617.00
Parro's Gun Shop:	\$38,697.00
Witmer Public Safety Group:	\$38,697.00

Of the provided quotes, AmChar Wholesale is offering a price of \$3,080.00 less than the other vendors on the COMMBUYS procurement system, making it the most cost-effective option. We request authorization to purchase the firearms from AmChar Wholesale for \$35,617.00. The quotes provided by each vendor/distributor are attached to this memo.

AGENDA ITEM

Consider, discuss, and act upon authorizing the Smithfield Police Department to purchase sixty (60) Glock Handguns from AmChar Wholesale, through the COMMBUYS Commonwealth of Massachusetts procurement system, in the amount of \$35,617.00, with \$30,000.00 available through the Police Equipment Fund and \$5,617.00 available through the Department's Restricted Revenue Account.

Moved, that the Smithfield Town Council authorize the Smithfield Police Department to purchase sixty (60) Glock handguns, through AmChar Wholesale Inc. Rochester, NY, through the COMMBUYS Commonwealth of Massachusetts procurement system, in the amount of \$35,617.00, with funds available through the Police Equipment Fund and the Department's Restricted Revenue Account.



Quotation

100 Airpark Dr
 Rochester, NY 14624
 Phone: (800) 333-0695
 Fax: (585) 328-4406

DATE: 06/07/2024

Quotation For Smithfield Police Dept
 Attention Gary McDole Jr
 gmcdole@smithfieldpd.com
 215 Pleasant View Ave
 Smithfield, RI 02917
 Phone Phone: (401) 231-2500

Quote is Valid For 90 Days

Prepared by Jason Johnson Mobile - (603)213-1342 - Email - jason.johnson@amchar.com

SALES REP	CUSTOMER ID	SHIP DATE	SHIP VIA	TERMS
JRJ		TBD	FedEx	Net 30
QUANTITY	DESCRIPTION	UNIT PRICE		AMOUNT
50	GLOGLAWPA475S302MOS7A2 GLOCK 47 G47 GEN 5 MOS DIRECT CUT HGA 9MM 4.5IN BBL ACRO P2 AMG TF/NTR BLK 3 17RD MAGS	\$ 928.72		\$ 46,436.00
8	GLOGLAWPA475S302MOS7AB GLOCK 47 G47 GEN 5 MOS DIRECT CUT HGA 9MM 4.5IN BBL AMERIGLO BOLD 5.5LB 3 17RD MAGS	\$ 500.50		\$ 4,004.00
2	GLOGLAWUA265S302AB GLOCK 26 G26 GEN 5 HGA 9MM AMERIGLO BOLD 5.5LB 2 10RD MAGS FRONT SLIDE SERATIONS	\$ 428.50		\$ 857.00
				\$ -

TRADE-INS....UPON RECEIPT OF (56) ANTICIPATED USED G22/23/27 Gen4 HANDGUNS THE DEPARTMENT WILL BE ISSUED A CREDIT OF \$280 FOR EACH WEAPON TRADED. TOTAL CREDIT AMOUNT WILL BE DETERMINED BY THE FINAL NUMBER OF TRADES RECEIVED. ESTIMATED TRADE IN CREDIT \$15,680

ALL GUNS MUST COME WITH 3 MAGAZINES AND BE IN WORKING ORDER AND RUST FREE UNLESS PRIOR AGREEMENT HAS BEEN MADE. \$10.00 CHARGE FOR EACH MISSING MAGAZINE.

\$ (15,680.00)

We may need a exemption certificate so we can send you this product federal excise tax exempt.	SUBTOTAL	\$ 35,617.00
	SHIPPING	
	Total	35,617.00

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

To accept this quotation, sign below and return with a **PURCHASE ORDER** to sharon@amchar.com

X

THANK YOU FOR YOUR BUSINESS

Vendor Profile - AmChar Wholesale, Inc

Organization Information Address

General Organization Information

Vendor ID:	00053404	Company Name:	AmChar Wholesale, Inc		
Status:	Active	Status Change Reason:			
Incorporation Details - State:	NY	Year of Incorporation:	1990		
Business Description:	Wholesale	Preferred Delivery Method:	Email	Vendor Email:	sales@amchar.com
Vendor Fax:	5853284406	1099 Vendor:	No		
Emergency Supplier:	No				
Emergency Phone:					
Emergency Contact Name:					
Emergency Email:					
Emergency Info Comment:					
Referenced Vendor:	No				

Close Window

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MASS_MASS_AWS_PROD_BUYSPEED_2_bso

Order #: 240607-337-0

Quote

Ship Date:

Company Address

Parros Gun Shop & Police Supply
601 US RT 2
Waterbury, VT 05676
802-244-8401

BILL TO:

POLICE DEPT OF SMITHFIELD
215 PLEASANT VIEW AVENUE
SMITHFIELD, RI 02917
401-231-2500
gmcdolesmithfieldpd.com

SHIP TO:

POLICE DEPT OF SMITHFIELD
215 PLEASANT VIEW AVENUE
SMITHFIELD, RI 02917
401-231-2500
gmcdolesmithfieldpd.com

NOTES:

Police trades as described: FORTY-SIX (46) GLOCK G22 GEN4, EIGHT (8) GLOCK G23 GEN4, AND TWO (2) G27 GEN 4 pistols with night sights. All trades must be in good working order, have 3 magazines and a box. Parro's is always looking for used guns from your armory. Top dollar paid or trade toward your purchase. We will also trade for old ammo. We need class 03, old shotguns, and almost anything else. All quotes are inclusive and are valid for 30 days. Please note that Glock orders are 120 days out.
INVOICE BALANCE DUE THIRTY (30) DAYS AFTER DELIVERY OF GUNS.

Customer PO #:

Sale Price Total: \$38,697.00
Tax Amt: \$0.00
Freight: \$0.00
Shipping: \$0.00
Sales Total: \$38,697.00

UPC	Item Description	Manufacturer	MFG #	Qty Ordered	Sale Price	Ext Sale Price	Discounts	Shipping
400100001428	GLOCK DROP SHIP-47 MOS ACRO P2-BOTF TAX OUT	GLOCK	PA475S302MOS7A2	50	\$928.72	\$46,436.00	\$0.00	\$0.00
400100001464	GLOCK DROP SHIP-47 MOS AMGLO BOLD TAX OUT	GLOCK	PA475S302MOS7AB	8	\$500.50	\$4,004.00	\$0.00	\$0.00
400100000517	GLOCK DROP SHIP-26 G5 AMBOLD TAX OUT	GLOCK	UA265S302AB	2	\$428.50	\$857.00	\$0.00	\$0.00
400100000025	POLICE TRADES, AS DESCRIBED	PARROS	POLICE TRADES AS DESCRIB	-56	\$225.00	(\$12,600.00)	\$12,600.00	\$0.00
Grand Totals:	4			4	\$2,082.72	\$38,697.00	\$12,600.00	\$0.00

- End of Report -

Vendor Profile - Parro's Gun Shop & Police Supplies Inc

Organization Information Address

General Organization Information

Vendor ID:	00037814	Company Name:	Parro's Gun Shop & Police Supplies Inc	
Status:	Active	Status Change Reason:		
Incorporation Details - State:	VT	Year of Incorporation:	1988	
Business Description:	Police Supplies	Preferred Delivery Method:	Email	Vendor Email: HENRY@PARROS.COM
Vendor Fax:	8022445256	1099 Vendor:	No	
Emergency Supplier:	Yes			
Emergency Phone:	8022448401			
Emergency Contact Name:	Henry Parro			
Emergency Email:	HENRY@PARROS.COM			
Emergency Info Comment:				
Referenced Vendor:	No			

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MASS_MASS_AWS_PROD_BUYSPEED_2_bso



101 Independence Way
 Coatesville, PA 19320
 www.wpsginc.com
 ecarlson@officerstore.com
 (860) 818-0437

Quote

Quote#	QU0177728
Date	07/23/2024
Exp. Date	08/22/2024

Bill To:

Lt. Carpenter
 Smithfield Police Dept.
 215 Pleasant View Ave
 Smithfield, RI 02917-1740
 United States

Ship To:

Lt. Carpenter
 Smithfield Police Dept.
 215 Pleasant View Ave
 Smithfield, RI 02917-1740
 United States

Glocks and trades

ID	Name	Terms	Sales Rep
6237	Smithfield Police Dept.	Net 30	Erik Carlson

#	Item Name	Description	Quantity	Unit Price	Amount
1	GLOCK-PA475S302MOS7A2	Glock 47 MOS7 with Aimpoint Acro P2 and Ameriglo BOTF/NTR	50	928.72	46,436.00
2	GLOCK-PA475S302MOSAB	GLOCK 47MOS GEN5, Amglo Bold, 3-17Rd Mags, BL GLOCK, Model 47, Semi-Auto, 9mm Front Slide Serrations, Blue Label	8	500.50	4,004.00
3	GLOCK-UA265S302AB	GLOCK 26, GEN5, Amglo Bold, 3-10Rd Mags, BL GLOCK, Model 26, Semi-Auto, 9mm Front Slide Serrations, Blue Label	2	428.50	857.00
4	Trade In SKU for Quote	----- CREDITS FOR ITEMS TRADED IN ----- QTY 46 - Glock Gen 4 model 22s with 3 mags each - \$225.00 QTY 8 - Glock Gen4 model 23s with 3 mags each - \$225.00 QTY 2 - Glock Gen4 model 27s with 3 mags each - \$225.00 *** Trade-In Items Must be Returned within 60 days of New Product Delivery ***		-12,600.00	-12,600.00

ACCEPTANCE OF QUOTATION		Subtotal:	38,697.00
The above prices, specifications, and conditions are satisfactory and are hereby accepted.		Discount:	0.00
Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.		Tax Total:	-2,708.79
Quotation is valid until Aug 22, 2024		Freight:	0.00
Signature: _____ Date: _____		Total:	41,405.79



Vendor Profile - Witmer Public Safety Group, Inc

Organization Information Address

General Organization Information

Vendor ID:	00001493	Company Name:	Witmer Public Safety Group, Inc		
Status:	Active	Status Change Reason:			
Incorporation Details - State:	PA	Year of Incorporation:	1985		
Business Description:		Preferred Delivery Method:	Email	Vendor Email:	acollins@wpsginc.com
Vendor Fax:	8883359800	1099 Vendor:	No		
Emergency Supplier:	No				
Emergency Phone:					
Emergency Contact Name:					
Emergency Email:					
Emergency Info Comment:					
Referenced Vendor:	No				

Close Window

Recommended Motion:

That the Smithfield Town Council hereby authorizes a request from Ocean State Multisport to hold a Sour Apple Road Race in Deerfield Park on Sunday, July 6, 2025.

Ocean State Multisport would like to hold a road race on July 6, 2025 at Deerfield Park. Race will start and finish at the park. Race time will be from 8am-noon

Gary

Ocean state multisport

401/688/5779

oceanstatemultisport@gmail.com

Sour Apple Road race
8am start time

On July 6, 2025 Ocean State Multisport would like to organize a half marathon / 5k road race at Deerfield Park in Smithfield, RI. This event will start and finish at Deerfield Park. The half marathon will start at the entrance of the park and head down Lisa Ann circle then turn left on Deerfield, left on Candlewood, right on Lucille, then right on Austin. Runners will continue on Austin until they reach Mapleville, where the runners will take a right and then turn right onto Meghan loop around and then turn right back onto Mapleville. Runners will then turn right on Kristen, then right onto Paul loop around, turn left onto Kristen, then right on Mapleville. Runners will then go right onto Tarklin then left onto Long Entry then right onto Evans and continue straight until they reach Mapleville. Runners will then go down Mapleville, turn left onto Austin, Left onto Lucille, right on Candlewood, Left onto Lisa Ann Circle and head back into the park

Police.

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

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

Runners will be separated from traffic using Orange construction cones

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

Water stations

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

Lead car /Follow car

This event will have a lead car and a follow car. As the last car passes each water station, Police and volunteers, the following car will inform them as to who is the last runner. The follow car will also be picking

up the course, so when the last runner crosses the finish line, the course is cleared. All volunteers will wear an Orange vest and carry an Orange flag. All volunteers will have direct contact with the race director

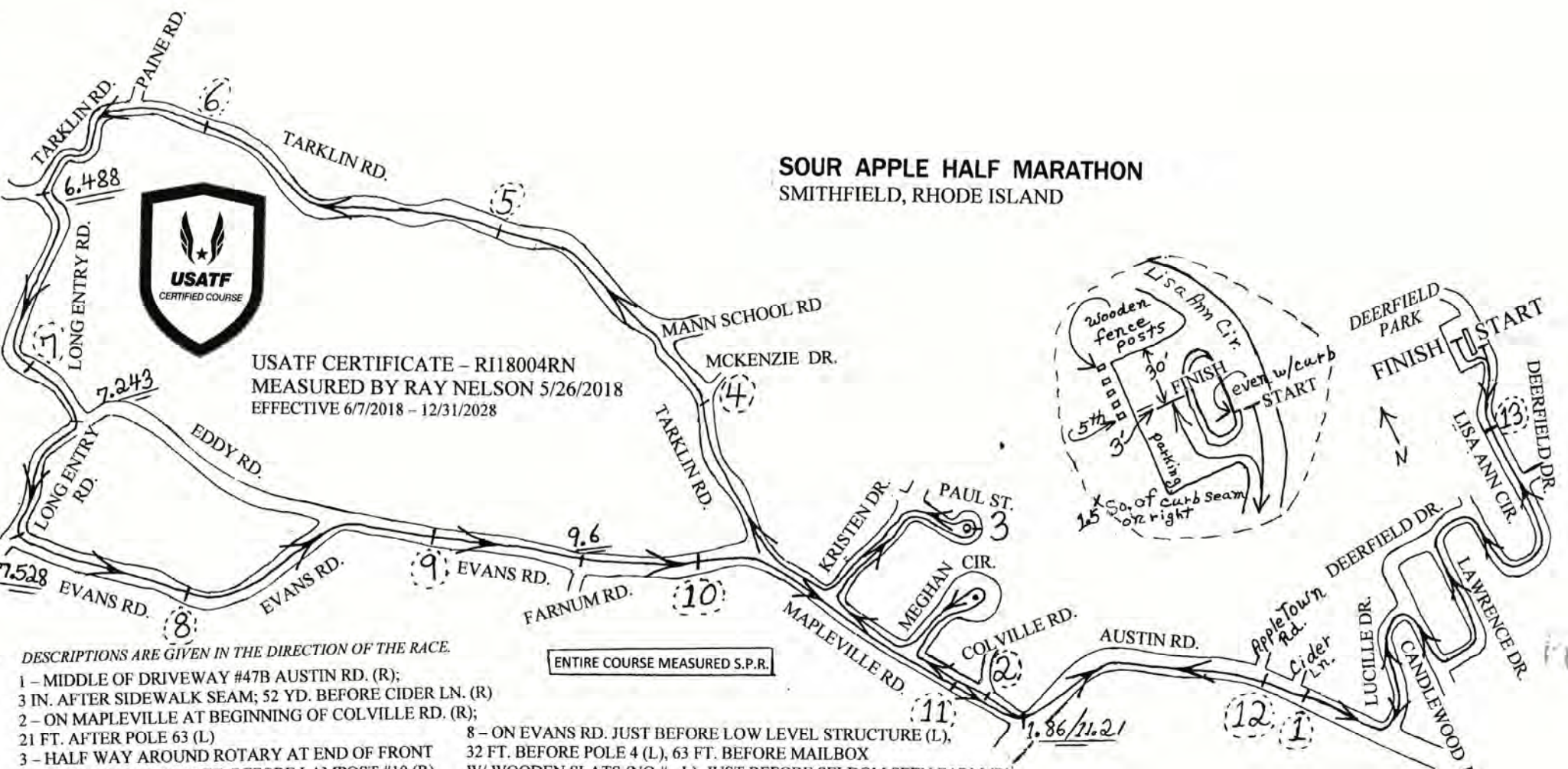
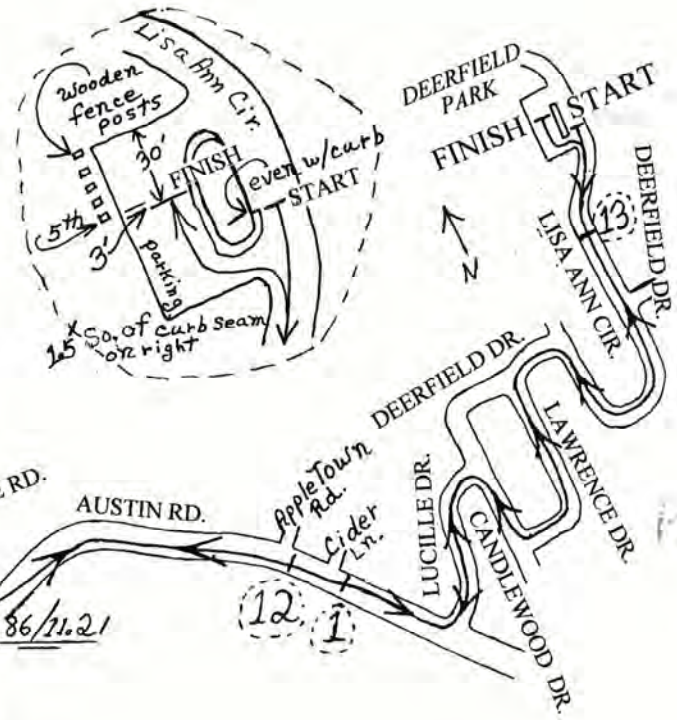
SOUR APPLE HALF MARATHON

SMITHFIELD, RHODE ISLAND



USATF CERTIFICATE - RI18004RN
 MEASURED BY RAY NELSON 5/26/2018
 EFFECTIVE 6/7/2018 - 12/31/2028

ENTIRE COURSE MEASURED S.P.R.



DESCRIPTIONS ARE GIVEN IN THE DIRECTION OF THE RACE.

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

Recommended Motion:

That the Smithfield Town Council hereby authorizes the Rhode Island Brain and Spine Tumor Foundation to hold a “Blazin’ Battle Against Brain Cancer” Road Race in Deerfield Park on Sunday, May 18, 2025.

RECEIVED

AUG 06 2024

The Blazin' Battle Against Brain Cancer Road Race



SMITHFIELD TOWN CLERK

On: MAY 18, 2025, Rhode Races & Events is requesting to organize a 10k / 5k road race that will start and finish at Deerfield Park in Smithfield, R.I. The race will start at 8 am on the 18th and will finish up around 10 am. Attached is the course map and turn by turns. We will work closely with the head of departments to execute a safe and enjoyable race. This will be the second year of the race. This race will directly support The Rhode Island Brain & Spine Tumor Foundation's (RIBSTF), in memory of Jimmy Varin, former Smithfield native.

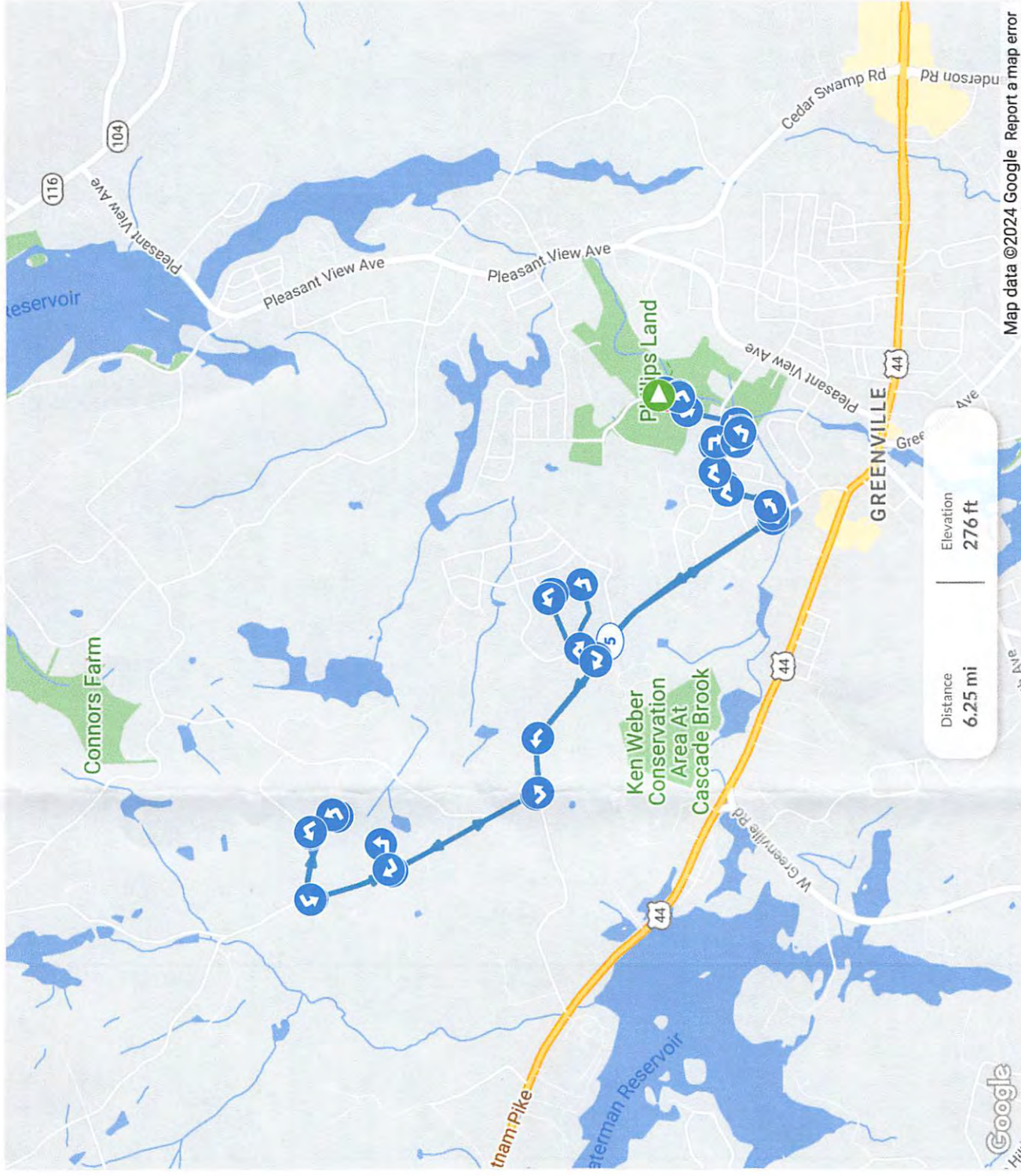
Rhode Races & Events is a professional race organization company and will secure the proper safety and security personnel to execute a safe and enjoyable race for all involved.

RIBSTF mission is to provide comprehensive support to those individuals, and families of those diagnosed, with brain or spine tumors and enhance their quality of life by providing education, spiritual and financial support, as well as to assist those who conduct research and wish to study this field.

The 10K will start at the entrance of Deerfield Park
Head down Lisa Ann Circle
Turn left on Deerfield Drive
Right on Lucille Drive
Right on Austin Road
Right on Kimberly Ann Dr
Right on Crabapple Ln
Left onto Christopher Dr
Left back onto Kimberly Ann
Right back on Austin Rd
Continue on Austin to Mapleville Road
Right on Mapleville Road
Right onto Meghan Circle- loop around
Right back onto Mapleville Road
Right on Kristen Drive
Right onto Paul Street-loop around,
Left onto Kristen Drive
Left back on Mapleville Road the way runner came
Left onto Austin Road
Left onto Lucille Drive
Left on Candlewood Drive
Left on to Deerfield Dr.
Left onto Lisa Ann Circle and head back into Deerfield Park



Blazin Battle Against Brain Cancer



Distance **6.25 mi**

Elevation **276 ft**

Map data ©2024 Google Report a map error

Directions

-  Start at Lisa Ann Circle *0 mi*
-  Turn right onto Lisa Ann Circle *0.02 mi*
-  Turn right onto Lisa Ann Circle *0.06 mi*
-  Turn left onto Lisa Ann Circle *0.11 mi*
-  Turn right onto Lisa Ann Circle *0.25 mi*
-  Turn right onto Lisa Ann Circle *0.28 mi*
-  Turn right onto Lisa Ann Circle *0.30 mi*
-  Turn left onto Deerfield Drive *0.37 mi*
-  Turn left onto Candlewood Drive *0.45 mi*
-  Turn left onto Lucille Drive *0.51 mi*
-  Turn right onto Lucille Drive *0.66 mi*
-  Turn right onto Austin Avenue *0.68 mi*

Turn right onto Kimberly Ann Drive

1.33 mi

Turn right onto Crabapple Lane



1.39 mi

Turn left onto Christopher Drive



1.58 mi

Turn left onto Christopher Drive



1.67 mi

Turn left onto Kimberly Ann Drive



1.68 mi

Turn right onto Austin Avenue



1.91 mi

Turn slight left onto Austin Avenue



2.19 mi

Turn right onto Mapleville Road



2.34 mi

Turn right onto Meghan Circle



2.81 mi

Turn sharp left onto Meghan Circle



2.89 mi

Turn right onto Mapleville Road



2.98 mi

Turn right onto Kristen Drive



3.22 mi














Turn right



3.41 mi

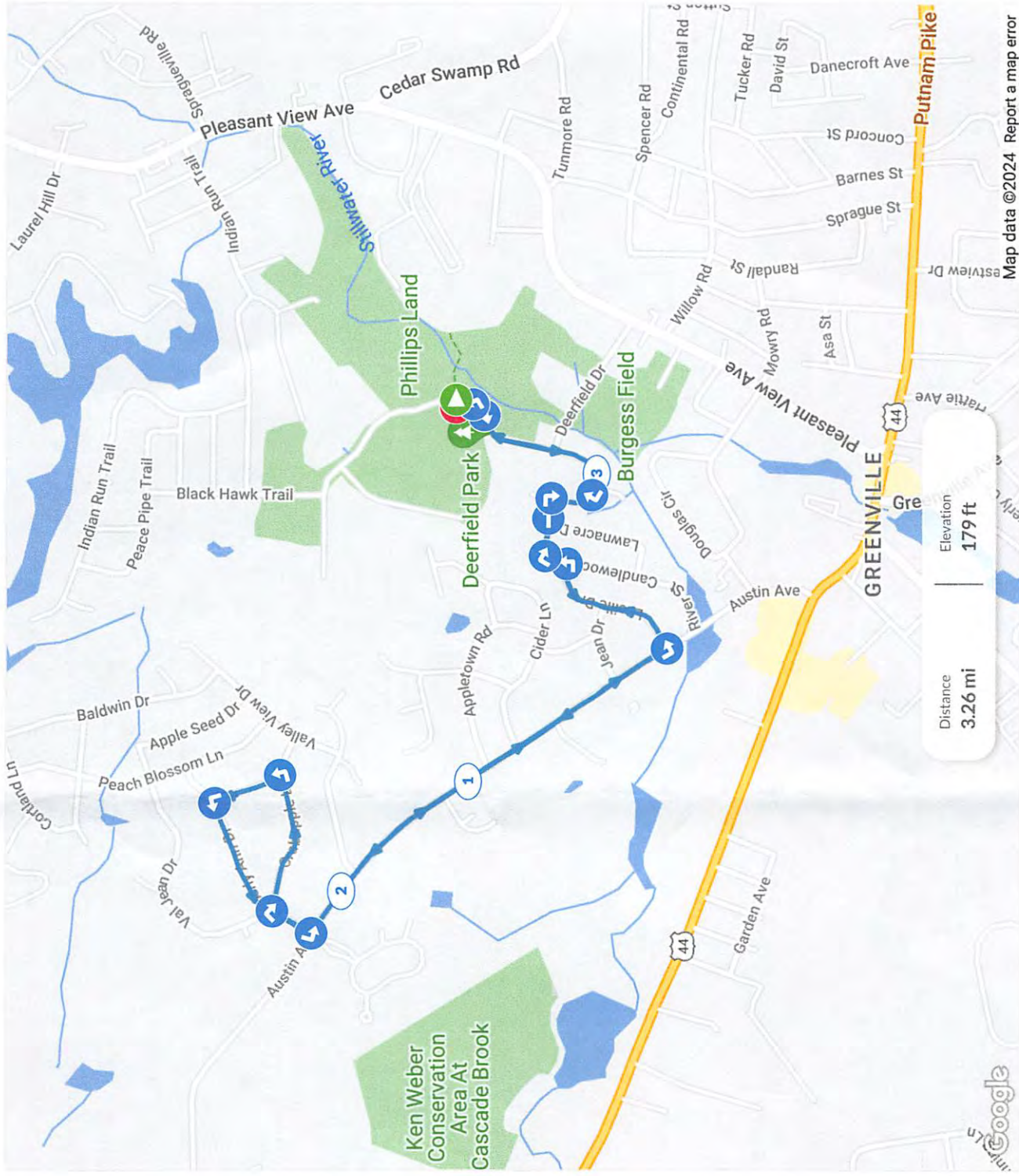
-  Turn sharp left *3.50 mi*
-  Turn left *3.52 mi*
-  Turn left onto Kristen Drive *3.60 mi*
-  Turn left onto Mapleville Road *3.80 mi*
-  Turn left onto Austin Avenue *4.51 mi*
-  Turn left onto Austin Avenue *5.58 mi*
-  Turn left onto Lucille Drive *5.59 mi*
-  Turn slight left onto Lucille Drive *5.62 mi*
-  Turn right onto Lucille Drive *5.74 mi*
-  Turn right onto Deerfield Drive *5.82 mi*
-  Turn right onto Lisa Ann Circle *5.91 mi*
-  Turn left onto Lisa Ann Circle *5.96 mi*
-  Turn left onto Lisa Ann Circle *5.99 mi*
-  Turn left *6.21 mi*







Directions

-  Start at Lisa Ann Circle 0 mi
-  Turn slight right onto Lisa Ann Circle 0.05 mi
-  Turn right 0.28 mi
-  Turn left onto Deerfield Drive 0.33 mi
-  Turn left onto Candlewood Drive 0.42 mi
-  Turn right onto Lucille Drive 0.45 mi
-  Turn right onto Austin Avenue 0.66 mi
-  Turn right onto Kimberly Ann Drive 1.31 mi
-  Turn right onto Crabapple Lane 1.38 mi
-  Turn left onto Christopher Drive 1.58 mi
-  Turn left onto Kimberly Ann Drive 1.69 mi
-  Turn left onto Austin Avenue 1.93 mi
-  Turn left onto Lucille Drive 2.58 mi



Blazin Battle Against Brain Cancer - 5k



-  Turn left onto Candlewood Drive 2.79 mi
-  Turn right onto Candlewood Drive 2.82 mi
-  Head straight onto Deerfield Drive 2.88 mi
-  Turn right onto Lisa Ann Circle 2.91 mi
-  Turn left 3.22 mi
-  End 3.25 mi



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

"To Help People"
HEADQUARTERS, STATION NO. 1
607 PUTNAM PIKE
SMITHFIELD, RHODE ISLAND 02828
www.smithfieldfire.com



TEL. (401) 949-1330
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: August 5, 2024

Re: RFP #240523 Sale of Municipal property located at: 321 George Washington Highway

Dear Town Council Members,

Bids were accepted for RFP #240523, Sale of Municipal property located at: 321 George Washington Highway. Two (2) proposals were received.

A Bid Tabulation form is include with this memo which shows the offers made by the two bidders. Also included with this memo is the cover letter provided by each bidder.

Based upon the bid submissions, the recommendation is to accept the bid proposal from Akim's Tailoring & Dry Cleaning of 3 Commerce Street, Greenville, owned by Akim Demirgioglu, in the amount of \$300,000.

The original purchase price of said property was \$285,000 which was a combination of a \$10,000 deposit by the Town and a remaining balance at the time of purchase of \$275,000.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer", with a long horizontal flourish extending to the right.

Robert W. Seltzer
Chief of Department

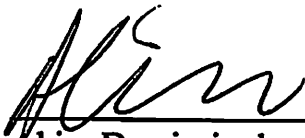
Motion: To award RFP #0240523, Sale of Municipal property located at: 321 George Washington Highway, to Akim Demirgioglu, owner of Akim's Tailoring & Dry Cleaning of 3 Commerce Street, Greenville, in the amount of \$300,000.

"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."

July 19, 2024

To: Purchasing Agent
Smithfield Town Hall

My Name is Akim Demirgioglu, I reside at 17 Latham Farm Rd, Smithfield, RI. I am the owner of Akim's Tailoring & Dry Cleaning and owner of the plaza in which it is located at 3 Commerce St., Greenville, RI. I am proposing to purchase the property located at 321 George Washington Highway, Smithfield, RI for the price offered of Three hundred Thousand Dollars, \$300,000.00. Intended use of this property would be to build a commercial plaza, similar to the one located at 3 Commerce St., Greenville. The proposal is by me alone.



Akim Demirgioglu
401-255-6962 (cell phone)
401-949-3594 (business)



Cam H.V.A.C. & Construction Inc.

July 31, 2024



Town of Smithfield
Town Purchasing Agent
Finance Office
Town Hall
64 Farnum Pike
Smithfield, RI 02917

**Re: RFP # 240523 - Sale of Municipal Property located at
321 George Washington Highway, Smithfield, RI 02917**

Michael J. Monti, President of CAM HVAC & Construction Inc. would like to submit the following Bid price for the above-referenced RFP # 240523:

BID PRICE: \$175,000 – One hundred seventy-five thousand dollars and zero cents.

Enclosed please find a bank check in the amount of \$17,500 which is 10% of our bid price.

CAM HVAC & Construction also acknowledges Addendum #1.

Our intended use of the property is to build another building next to the one we currently own.

Thank you for considering our bid proposal.

CAM HVAC & CONSTRUCTION INC.

Michael J. Monti, President

Michael J. Monti, President

enclosures



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

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607 PUTNAM PIKE
SMITHFIELD, RHODE ISLAND 02828
www.smithfieldfire.com



TEL. (401) 949-1330
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: August 8, 2024

Re: Request to Purchase Safety/Training Officer Vehicle

Dear Town Council Members,

Attached is a sales agreement (dealer does not do quotes) pending final approval by the Town Council for the purchase of a 2020 Ford Explorer, all-wheel drive, Police Interceptor vehicle to replace the 2013 Ford Explorer currently assigned to the Safety Officer/Training Captain. The 2013 Ford Explorer caught on fire from an electrical problem and is not road worthy.

The 2013 Ford was parked behind Station #1 when one of our members noticed that the interior of the vehicle was filled with smoke. He went to the car and smelled wires burning, opened the hood, and disconnected the battery. The emergency lighting controller had shorted out, caught fire, and damaged wiring in the vehicle and under the hood. We found a water leak in the roof that went down a column and settled underneath the carpeting underneath the front seat of the car. The water eventually got into the emergency lights controller that was mounted on the floor under the seat, shorted out, and caused the fire. We have listed the 2013 Ford for sales on GovDeals, which the proceeds of which will be put into the FD capital reserve fund.

The recommended replacement vehicle is used, in excellent condition, has 95,155 miles, ready to accept all of the communications equipment (which was not damaged) that was removed from the 2013 Ford. Said vehicle will see about 4,000 miles a year, to be purchased from MetroWest Auto Sales of Worcester, MA, for a purchase price of \$17,887, which includes the dealer service fee.

I did research other dealers with similar Ford Police Interceptors. All comparisons are 2020 Police Interceptors, Engine = 3.3L V6, 10-speed transmission and all-wheel-drive.

- 1) Dealer: Milford, MA. Mileage: 87,000. Price: \$19,995
- 2) Dealer: Minneapolis, MN. Mileage: 96,000. Price: \$17,999
- 3) Dealer: Middleton, MA. Mileage: 102,613. Price: \$17,997
- 4) Dealer: Worcester, MA. Mileage: 95,085. Price: \$17,887

Information sheets for the above listed dealers are included with this memo. Purchase to be funded with monies received from the sale of surplus equipment.

Thank you for your consideration.

Sincerely,

Robert W. Seltzer
Chief of Department

Motion: To purchase one (1) 2020 Ford Explorer, all-wheel-drive, Police Interceptor vehicle for the quoted price of \$17,887.00, to be purchased from Metrowest Auto Sales, Worcester, MA.

"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."

Message Us

First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2020 Ford Explorer Police Interceptor Utility?



92/1000

Do you have a trade-in?

Select Services I'm Interested In ▾

Send Email

By clicking "Send Email", I consent to be contacted by Carsforsale.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, communications sent via text message to my cell phone or communications sent using an autodialer or prerecorded message. This acknowledgment constitutes my written consent to receive such communications. This site is protected by reCAPTCHA and the Google [Privacy Policy \(https://policies.google.com/privacy\)](https://policies.google.com/privacy) and [Terms of Service \(https://policies.google.com/terms\)](https://policies.google.com/terms) apply.

Vehicle Info

Condition
Used

Engine
V6 3.3L Natural Aspiration

Transmission
Automatic 10-Speed

Drivetrain
AWD

Fuel
Flex Fuel

Exterior Color
Silver

Interior Color
Black

Stock #
N/A

VIN
1FM5K8AB8LGC52584

Fuel Economy

CITY	HWY
18	25

Call (tel: +16179588741)

Ready to trade in?
Let us know what you have.

By clicking you agree to the [Terms and Conditions of Use \(/TermsAndConditions\)](#).

« All results

Result 4 of 40

Next >



2020 Ford Explorer Hybrid
Mileage: 96,000 · Minneapolis, MN

\$17,999
GOOD DEAL
\$2,047 Below market




Features

 **Mileage**
96,000


 **Exterior color**
Black


 **MPG**
24 MPG

 **Fuel type**
Hybrid

 **Drivetrain**
All-Wheel Drive

 **Interior color**
Gray

 **Engine**
318 hp 3.3L V6 Hybrid

 **Transmission**
Automatic

Overview

Make: Ford
Model: Explorer Hybrid
Year: 2020
Trim: Police Interceptor Utility AWD
Body type: SUV / Crossover
Exterior color: Black

Interior color: Gray
Mileage: 96,000 mi
Condition: Used
VIN: 1FM5K8AW1LGA95368
Stock number: 11094

Fuel economy

Fuel tank size: 19 gal
Combined gas mileage: 24 MPG
City gas mileage: 23 MPG

Highway gas mileage: 26 MPG
Fuel type: Hybrid
Battery capacity: 1.5 kWh

Performance

Transmission: Automatic
Drivetrain: All-Wheel Drive

Engine: 318 hp 3.3L V6 Hybrid
Horsepower: 318 hp

Safety

ABS Brakes
Backup Camera
Curtain Airbags

Driver Airbag
Front Side Airbags
Passenger Airbag

Measurements

Doors: 4 doors
Front legroom: 40 in

Back legroom: 40 in
Cargo volume: 52 cu ft


Options

Bluetooth

Optional home delivery

This car is at a local dealership. Commit to buying and get it dropped off in your driveway for free. Contact Minnesota Auto Sales for full details and conditions.

History¹

 **Clean title**
No issues reported.



2020 Ford Explorer Hybrid
Mileage: 96,000 · Minneapolis, MN

\$17,999
GOOD DEAL
\$2,047 Below market

< All results

Result 3 of 12

Next >



2020 Ford Explorer

Mileage: 102,613 · Middleton, MA

\$17,997

Fair Deal

\$309 Above market

We want your vehicle! Get the best value for your trade-in!

WE BUY CARS FOR CASH



(508) 373-2300 (tel:(508) 373-2300)

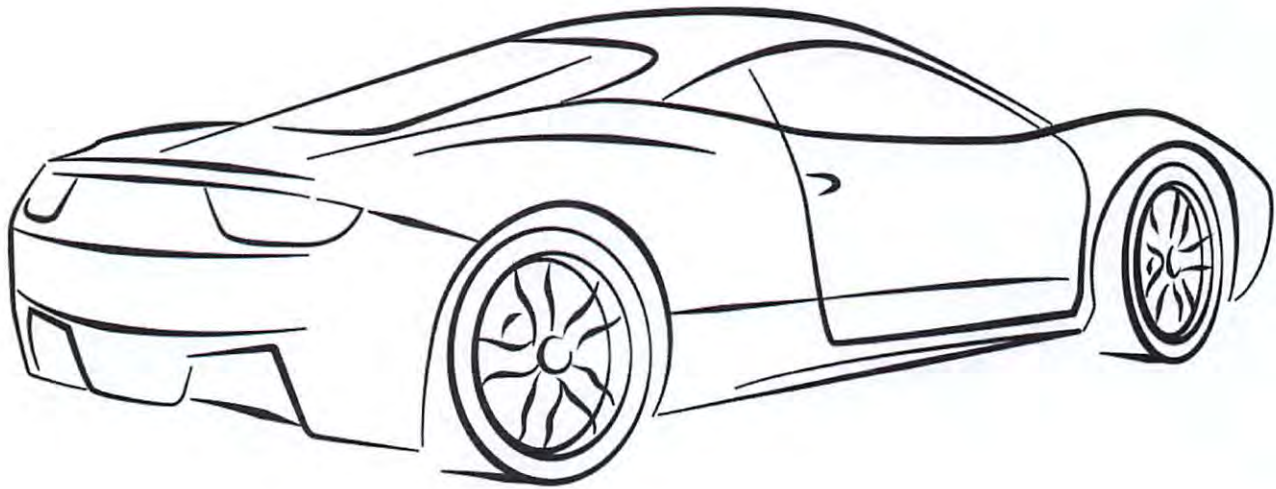
[Home \(/\)](#) / [Inventory \(/cars-for-sale/\)](#) / [Ford \(/cars-for-sale?make=Ford/\)](#) / [Explorer \(/cars-for-sale?make=Ford&model=Explorer\)](#)

2020 Ford Explorer Police Interceptor Utility

AWD Police Interceptor Utility 4dr SUV

Price
\$17,998

Mileage
95,085



Coming Soon

Share Vehicle



(https://twitter.com/share?url=https%3a%2f%2fwww.metrowestautosales.com%2f104308581%3futm_source%3dtwitter%26utm_medium%3dsocial_vdp%26utm_campaign%3d3drs_vdp%26utm_content%3d3drs_vdp%26utm_term%3d3drs_vdp)

(https://www.facebook.com/sharer/sharer.php?u=https%3a%2f%2fwww.metrowestautosales.com%2f104308581%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3d3drs_vdp%26utm_content%3d3drs_vdp%26utm_term%3d3drs_vdp)

https://www.metrowestautosales.com%2f104308581%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3d3drs_vdp%26utm_content%3d3drs_vdp%26utm_term%3d3drs_vdp

2020-

[Video Walkarounds](#)

[Virtual Financing](#)

[Online Paperwork](#)

ford-

[explorer%2f104308581%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3d3drs_vdp%26utm_content%3d3drs_vdp%26utm_term%3d3drs_vdp](https://www.facebook.com/sharer/sharer.php?u=https%3a%2f%2fwww.metrowestautosales.com%2f104308581%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3d3drs_vdp%26utm_content%3d3drs_vdp%26utm_term%3d3drs_vdp)

[Apply for Financing](#)



www.metrowestautosales.com



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

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www.smithfieldfire.com



TEL. (401) 949-1330
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: August 14, 2024

Re: Request to Purchase Motorola APX8000, Multi-Band Portable Radios for use on RISCO System

Dear Town Council Members,

On July 11, 2024, the Smithfield Fire Department was awarded an Assistance to Firefighters Grant (AFG), EMW-2023-FG-05119, in the amount of \$477,677.27, with a co-share of \$47,767.73, for a total approved budget of \$525,445.00.

The funding supports two projects. The first is the purchase of Motorola APX8000 multi-band portable radios that will enable us to move to the Rhode Island Statewide Communications Network (RISCO) which is on the 800mhz radio band, where we currently operate on the VHF radio band. Smithfield Police already moved to RISCO two years ago, so this will enable interoperability with our police department as well as surrounding communities.

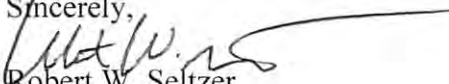
The second AFG funded project is a training program called "Blue Card" incident command training certification. All ranking officers of the department will receive this training and will receive a nationally recognized incident command trained certification.

The purpose of this memo is to approve the purchase of the Motorola APX8000 portable radios. The quote from Motorola Solutions for the portable radios, spare batteries, battery chargers, lapel mics, and carrycases is \$401,769.92. The quoted price is per the National Association of State Procurement Officials (NASPO) contract #19860 – NASPO 00318. Funding for the purchase is from the AFG grant and co-share funded by our Two-Way Radio Communications Ordinance.

Included with this memo: 1) Motorola Solutions Quote; 2) NASPO Master Agreement for Rhode Island; 3) Award letter and documentation of the FEMA AFG grant.

Thank you for your consideration.

Sincerely,


Robert W. Seltzer
Chief of Department

Motion: To purchase Motorola APX8000 Portable Radios from Motorola Solutions for a price of \$401,769.92 as quoted using NASPO Contract 00318.

"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."

02/09/2024

SMITHFIELD FIRE DEPT
607 PUTNAM PIKE
GREENVILLE, RI 02828

Dear Robert Seltzer,

Motorola Solutions is pleased to present SMITHFIELD FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SMITHFIELD FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Jon Lamoureux at Jon.Lamoureux@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jon Lamoureux

Billing Address:
 SMITHFIELD FIRE DEPT
 607 PUTNAM PIKE
 GREENVILLE, RI 02828
 US

Quote Date:02/09/2024
 Expiration Date:10/28/2024
 Quote Created By:
 Jon Lamoureux
 Jon.Lamoureux@
 motorolasolutions.com

End Customer:
 SMITHFIELD FIRE DEPT
 Robert Seltzer
 chief@smithfieldfire.com
 14019491332

Contract: 19860 - NASPO 00318

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	43	\$7,392.32	\$5,174.63	\$222,509.09
1a	H869BW	ENH: MULTIKEY	43	\$363.00	\$254.10	\$10,926.30
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	43	\$6.00	\$4.20	\$180.60
1c	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	43	\$165.00	\$115.50	\$4,966.50
1d	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	43	\$567.00	\$396.90	\$17,066.70
1e	Q361AN	ADD: P25 9600 BAUD TRUNKING	43	\$330.00	\$231.00	\$9,933.00
1f	QA05594AA	ALT: BATT IMPRES 2 LIION DIV2 3400	43	\$150.15	\$105.11	\$4,519.73
1g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	43	\$184.00	\$184.00	\$7,912.00
1h	QA09001AB	ADD: WIFI CAPABILITY	43	\$330.00	\$231.00	\$9,933.00
1i	H38BS	ADD: SMARTZONE OPERATION	43	\$1,650.00	\$1,155.00	\$49,665.00
1j	QA07682AA	ADD: SMARTCONNECT	43	\$0.00	\$0.00	\$0.00
1k	QA09113AB	ADD: BASELINE RELEASE SW	43	\$0.00	\$0.00	\$0.00
1l	QA00580AA	ADD: TDMA OPERATION	43	\$495.00	\$346.50	\$14,899.50
1m	Q629AH	ENH: AES ENCRYPTION AND ADP	43	\$523.00	\$366.10	\$15,742.30



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	43	\$28.00	\$19.60	\$842.80
2	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	43	\$222.92	\$156.05	\$6,710.15
3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	3	\$1,705.20	\$1,244.80	\$3,734.40
4	PMLN5877A	APX6000XE CC 2.75 SWL BL 4200MAH	43	\$70.20	\$51.25	\$2,203.75
5	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	43	\$665.28	\$465.70	\$20,025.10

Grand Total
\$401,769.92(USD)
Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS

Lead by the State of Washington

Master Agreement #: 00318

Contractor: **Motorola Solutions, Inc.**

Participating Entity: **STATE OF RHODE ISLAND**

The following products or services are included in this contract portfolio:

Motorola Solutions, Inc. has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

- 1.1 Radio: Single-Band Portable Radio (P25)
 - 1.2 Radio: Single-Band Mobile Radio (P25)
 - 1.3 Radio: Single-Band Desktop Radio (P25)
 - 1.4 Radio: Multi-Band Portable Radio (P25)
 - 1.5 Radio: Multi-Band Mobile Radio (P25)
 - 1.6 Radio: Multi-Band Desktop Radio (P25)
 - 1.7 Radio: Base Station/Repeater (P25)
 - 2.1 Radio: Conventional Analog Portable (Non-P25)
 - 2.2 Radio: Conventional Analog Mobile (Non-P25)
 - 2.3 Radio: Conventional Analog Desktop (Non-P25)
 - 2.4 Radio: Conventional Analogy Base Station/Repeater (Non-P25)
 - 4 Dispatch Consoles
- Radio Solution

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Rhode Island. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS

Lead by the State of Washington

Contractor

Name:	Andrew Chyterbok
Address:	500 W Monroe Street, Ste 4400, Chicago, IL 60661-3781
Telephone:	(360) 409-3223
Fax:	
Email:	andrew.chyterbok@motorolasolutions.com

Participating Entity

Name:	State of Rhode Island
Address:	One Capital Hill
Telephone:	401-574-8000
Fax:	401-574-8387
Email:	cheryl.mcgurn@purchasing.ri.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- This Master Agreement shall be subject to R.I. Gen. Laws § 37-2, *et. seq.* ("State Purchases Act" at webserver.rilin.state.ri.us/Statutes/TITLE37/37-2/INDEX.HTM).
- Jurisdiction and venue for any lawsuits arising herefrom shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflict of laws.
- MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE. In 2017, the General Assembly amended the "State Purchases Act", R.I. Gen. Laws § 37-2-12(b) to

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONSLead by the State of **Washington**

authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on Master Price Agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative, the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all Purchase Orders issued relative to State MPA contracts. Therefore, effective January 1, 2020, all MPA contracts shall be assessed the 1% contract administrative fee. The Detailed Sales Data Report and fee check should be sent to the care of MPA Coordinator; State of Rhode Island Division of Purchases, One Capitol Hill, 2nd Floor, Providence, RI 02908. The report and fee payment (check) are due quarterly and must be received by the Division of Purchases no later than forty-five (45) days after the end of each quarter.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Rhode Island, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS

Lead by the State of Washington

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Rhode Island	Contractor: Motorola Solutions Inc.
Signature: Amanda M. Rivers <small>Digitally signed by Amanda M. Rivers Date: 2022.07.14 12:21:23 -04'00'</small>	Signature:
Name: Amanda Rivers	Name: David R. White Jr.
Title: Deputy Purchasing Agent	Title: V.P.
Date: July 14, 2022	Date: 7/14/22

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/11/2024



Robert Seltzer
TOWN OF SMITHFIELD
64 FARNUM PIKE
SMITHFIELD, RI 02917

EMW-2023-FG-05119

Dear Robert Seltzer,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$477,677.27 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$47,767.73 for a total approved budget of \$525,445.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Pam Williams', is located below the 'Sincerely,' text.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: TOWN OF SMITHFIELD

UEI-EFT: HXMENTTLF2D1

DUNS number: 080822075

Award number: EMW-2023-FG-05119

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$66,888.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$410,600.00
Supplies	\$3,608.00
Contractual	\$0.00
Construction	\$0.00
Other	\$44,349.00
Indirect charges	\$0.00
Federal	\$477,677.27
Non-federal	\$47,767.73
Total	\$525,445.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Training

Specialized

DESCRIPTION

Blue Card Online Dispatch Training Program 1 year license for the following: The Blue Card Dispatch Certification Program comprises an online cognitive portion and a simulation-based assessment of knowledge, skills and abilities. The program's online portion delivers the cognitive and applied-knowledge components through a combination of embedded video, interactive evaluation and talking-head engagement techniques. Each of the 10 modules ranges from 30 minutes to three hours. The first two modules address the basics of dispatch center configurations, dispatch roles and responsibilities, and situational awareness as a foundation for the Eight Functions of Command. The remaining modules address these functions individually. 5 Dispatchers will participate in this portion of Blue Card training.

QUANTITY	UNIT PRICE	TOTAL
5	\$385.00	\$1,925.00

BUDGET CLASS

Other

Supplies

DESCRIPTION

Accountability Board Two sided accountability white board with velcro on front and back

QUANTITY	UNIT PRICE	TOTAL
4	\$50.00	\$200.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

JUSTIFICATION

Supplies

DESCRIPTION

Portable Radios Low-cost portable radios on UHF frequencies (we already have licensed to us) to simulate communications amongst the members participating in the practical scenarios for the purpose of practice and certification.

QUANTITY	UNIT PRICE	TOTAL
0	\$0.00	\$0.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Quantity from 8 to 0

Unit price from \$400.00 to \$0.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for Equipment / Supplies requested in the training application.

Specialized

DESCRIPTION

Blue Card Online Training Program - RENEWAL. *Subscribers MUST complete the Blue Card online training program prior to getting access to the CE modules. Student receives 1 full year of the following: Access to all CE Modules and the NEW Hazardous Materials OPS Incident Command Certification Program. All of the CE's continue to build on, provide exercises, and reinforce Fire Command's - 8 Functions of Command Continued access to Blue Card modules Continued access to E-Textbooks All CE's are tied into the Instructors Support Packages IC certified students will receive and must complete the 5 hour IC recertification module and test every 3 years

QUANTITY	UNIT PRICE	TOTAL
39	\$125.00	\$4,875.00

BUDGET CLASS

Other

Specialized

DESCRIPTION

3-Day Certification Class Labor Costs 5 dispatchers will attend the 3-day certification class for dispatchers at our CTC. The certification class is 3-days, 8-hours per day. Each attendee will be participating for 24 hours. Overtime cost per hour = \$45. 24 hours X \$45/hour = \$1,080. 5 dispatchers will participate in the certification training = 5 X \$1,080 per dispatcher = \$5,400 total.

QUANTITY	UNIT PRICE	TOTAL
5	\$1,080.00	\$5,400.00

BUDGET CLASS

Personnel

Audio-Visual (Classroom)

DESCRIPTION

CTC-in-a-box Box comes with: Either 8 iPad Pros or 8 MacBook Airs (no price difference), 8 digital combustion licenses ready to be installed by purchasing department and accountability package (passport tags, laminated mayday CAN reports, and two 11x14 accountability boards) shipped in a heavy duty shipping container. This package is the heart of the training center. It includes the software for all of the real-time scenarios to practice for certification in Blue Card. The software then provides certification scenarios. These scenarios are linked together in real-time amongst all of the participants in the exercise.

QUANTITY	UNIT PRICE	TOTAL
1	\$13,000.00	\$13,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Unit price from \$17,000.00 to \$13,000.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for tablets requested in the training application.

Supplies

DESCRIPTION

Accountability Package Includes: passport tags and holders for (E-1, E-2, E-3, E-4, E-5, L-1, L-4, BC 2), laminated mayday CAN reports, and two 11x14 accountability boards

QUANTITY	UNIT PRICE	TOTAL
1	\$300.00	\$300.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

JUSTIFICATION

Library

DESCRIPTION

Fire Command Textbook Reference textbook available during the practical skills 3 - day program.

QUANTITY	UNIT PRICE	TOTAL
12	\$75.00	\$900.00

BUDGET CLASS

Supplies

Supplies

DESCRIPTION

Printing, pens, pencils, pads, cleaning supplies for whiteboards, markers, whiteboards in the classroom.

QUANTITY	UNIT PRICE	TOTAL
1	\$2,500.00	\$2,500.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

JUSTIFICATION

Specialized

DESCRIPTION

Blue Card Train-the-Trainer Instructor Program Five – 8 hour days of instruction by Certified, Blue Card Lead Instructors First three (3) days of the session the student will be certified as a Blue Card IC The last two (2) days of the session will focus on: Instruction and detailed lesson plans on the 5 basic occupancy/building types Instruction and detailed lesson plans on Tactical and Embedded Safety Operations Instruction and detailed lesson plans on Command Team Operations Detailed lesson plans and instruction on Mayday Operations Certification management, the RMS tools, and system delivery All Instructors will receive the following Instructor Certification Package: 32 gig iPad (perk provided to Licensed Trainers during their 1st visit to an FDIC Instructor Dinner or to the Phoenix CTC with advanced notification). Command Functions Review and Communications Overview PowerPoint and Instructors Guides Residential, Multi-Unit Residential, Strip Mall, Commercial, and Big Box Tactical Template PowerPoint's and Instructors Guides Several Residential, Multi-Unit Residential, Strip Mall, Commercial, and Big Box Simulations. All with Incident Review PowerPoint's and Instructors Guides (20 simulations total) 16 DVD video package that includes; Fire Command Video Series, Critical Factors Video Series, Managing Mayday Video Series; On-Deck, Recycle, 3 Deep, and SDG Operations DVD videos Instructors will also receive the following support for 1 year after their Train-the-Trainer Licensing Date: Continued access to all Blue Card online modules Continued access to all E-Textbooks Access to all available Quarterly CE modules CE's are also tie into and correlate with the Instructors Training Packages & BSHIFTER Magazine Access to the Blue Card Instructors Download Center These 4 newly trained instructors will train our members and run our Command Training Center.

QUANTITY	UNIT PRICE	TOTAL
4	\$4,000.00	\$16,000.00

BUDGET CLASS

Other

CHANGE FROM APPLICATION

Unit price from \$4,500.00 to \$4,000.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for tablets requested in the training application.

Specialized

DESCRIPTION

Blue Card Annual Continuing Student Record Management Access (NO CE) 1 year license for the following: Instructors will get 1 year of access to all of the Student's training, certification and re-certification records using the Blue Card Records Management System Full Blue Card office support The student will have no online access to any Blue Card training material Students will have access to the IC recertification module and test 90 days prior to their 3 year IC certification expiration date after all re-certification guidelines have been documented by a blue card instructor The request is for 3-years of record keeping to correspond with the 3-year certification. It cost \$27 per year x 3-yeras = \$81. The record keeping is for 34 firefighters and 5 dispatchers, therefore 39 total.

QUANTITY	UNIT PRICE	TOTAL
39	\$81.00	\$3,159.00

BUDGET CLASS

Other

Specialized

DESCRIPTION

Blue Card Online Training Program. Student receives 1 full year of the following: Over 50 hours of comprehensive, state of the art, highly interactive, simulation based, online training on the standard 8 Functions of Command delivered by the Authors of the program; Alan, Nick and John Brunacini (along with several other renowned presenters) The Blue Card online training program fulfils the cognitive requirements of the IFSAC – Hazard Zone Incident Command Standard For NIMS Type 4 & 5 Incidents (accredited in Minnesota) Blue Card online programs aligns with NFPA 1561 Full access to all training modules Fire Command 2nd Edition Access to 30+ CE modules after completion of the 8 Functions of Command (from the date of online activation) Fire Officers participate in this portion of the Blue Card training.

QUANTITY	UNIT PRICE	TOTAL
34	\$385.00	\$13,090.00

BUDGET CLASS

Other

Specialized

DESCRIPTION

Blue Card 1st Responder Incident Command System Overview Module The Command Overview Module provides other personnel who do not fill a hazard zone management role/position a detailed overview and a basic working knowledge of a NIMS Type 4 & 5 Hazard Zone Incident Command System. This online program will give Firefighters, Drivers/Pump operators, dispatchers and EMS personnel a general working knowledge of the command system being implemented and used in your department. It will also give junior members of your department a good look at the type of training their officers are involved in and what's to come in their future. These are the private members of the department.

QUANTITY	UNIT PRICE	TOTAL
35	\$60.00	\$2,100.00

BUDGET CLASS

Other

Supplies

DESCRIPTION

Standard Communication Board Alarm/Dispatch center-standard communication board on metal backed whiteboard. See photos of front and back for reference..

QUANTITY	UNIT PRICE	TOTAL
8	\$25.00	\$200.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

JUSTIFICATION

Supplies

DESCRIPTION

Pocket Communication Cards 5x3 pocket communication cards printed on front and back, 25 to a pack

QUANTITY	UNIT PRICE	TOTAL
4	\$7.00	\$28.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

JUSTIFICATION

Specialized

DESCRIPTION

Train-the-Trainer Labor Costs 4 members will attend the train-the-trainer program. They will train our department members in Blue Card and run our Command Training Center. The train-the-trainer program is 5-days, 8-hours per day. Each attendee will be participating for 40 hours. Overtime cost per hour = \$63. 40 hours X \$63/hour = \$2,520. Four members attending the training = 4 X \$2,520 per member = \$10,080 total.

QUANTITY	UNIT PRICE	TOTAL
4	\$2,520.00	\$10,080.00

BUDGET CLASS

Personnel

Specialized

DESCRIPTION

3-Day Certification Class Labor Costs 34 officers will attend the 3-day certification class at our CTC. The certification class is 3-days, 8-hours per day. Each attendee will be participating for 24 hours. Overtime cost per hour = \$63. 24 hours X \$63/hour = \$1,512. 34 officers will participate in the certification training = 34 X \$1,512 per officer = \$51,408 total.

QUANTITY	UNIT PRICE	TOTAL
34	\$1,512.00	\$51,408.00

BUDGET CLASS

Personnel

Specialized

DESCRIPTION

Blue Card Annual Instructor Support Program - \$2,000.00* USD After the 1 year subscription has ended, Blue Card certified Instructors have the option to continue subscribing to the Blue Card Instructor Support Program. The Instructor will continue to receive all of the year's previous services outlined above. For a single department that has more than one instructor and the Dept. wants to have all their instructors continue their subscription and admin services, the license(s) fees will be: \$2,000.00 for the first Instructor \$500.00 each for the next two Instructors \$100.00 each for any remaining department Instructors No Instructor outside of the department renewing can be included in the department's renewal process (there will be no exceptions to this rule)

QUANTITY	UNIT PRICE	TOTAL
4	\$800.00	\$3,200.00

BUDGET CLASS

Other

Supplies

DESCRIPTION

Tactical Division Board This board is 5x8, metal on both sides and lined with two velcro strips along either side. One side, red, is designated for working crews complete with a timer on front, the other side, yellow, is designated for on deck/air transfill. Two attachments for carabiners included and is incredibly light.

QUANTITY	UNIT PRICE	TOTAL
4	\$45.00	\$180.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

JUSTIFICATION

Equipment

Additional funding

DESCRIPTION

Spare batteries, one for each portable radio.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	45	\$109.00	\$4,905.00	Equipment

Additional funding

DESCRIPTION

Lapel style speaker/microphone.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	45	\$486.00	\$21,870.00	Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

P-25 compliant interoperable multiband (VHF, UHF, 800mhz) portable radios.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	45	\$8,067.00	\$363,015.00	Equipment

Additional funding

DESCRIPTION

Leather Radio Case.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	45	\$75.00	\$3,375.00	Equipment

Additional funding

DESCRIPTION

6-bay battery charger, one for each of our three fire stations.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$1,245.00	\$3,735.00	Equipment



Town of Smithfield

OFFICE OF PURCHASING AGENT
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.GOV

CARLOS SANTOS
PURCHASING AGENT

DATE: July 30, 2024
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director
Angelo Mencucci, School Buildings & Grounds Director
Gene Allen, Director of Public Works
RE: Award of first optional year extension of Gasoline, Diesel and #2 heating fuel.

BACKGROUND: In August 2022, the City of Providence in collaboration with the Town of Smithfield; City of Newport and RI Municipal Purchasing Agents Association (RIMPAA) issued a new RFP for Gasoline/Diesel and Heating fuel for a two (2) year term with two (2) one (1) year optional extensions. The detailed specifications were advertised, the deadline for proposals submissions was 11:00AM on Monday, August 15, 2022 at which time three (3) proposals were received. The responders were Peterson Oil Services, Worcester, MA; Reichert & Sons Fuel Oil, Chepachet, RI and Santa Buckley Energy, Bridgeport, CT.

At the September 12, 2022 meeting of the City of Providence's Board of Contract & Supply, the Board voted to approve the joint award. At the September 16, 2022 meeting of RIMPAA its members voted to ratify the joint award to the two (2) lowest evaluated bidders. At the October 18, 2022 Smithfield Town Council meeting, the Council voted to ratify the joint award to Peterson Oil Services, Worcester, MA and Santa Buckley Energy, Bridgeport, CT (as backup, in case Peterson Oil Service is unable to deliver). The current contract prices have been verified as lower than the prices recorded in the State of RI Master Purchasing Agreements (MPA'S), MPA-106 FY24 for #2 heating fuel which has a plus (+) .500c/gallon and MPA-114 FY24 for gasoline has a plus (+) .350c/gallon.

SUBJECT: The current two (2) year contract with Peterson Oil Services and Santa Buckley Energy (on standby, in case Peterson Oil is unable to deliver) for gas, diesel and #2 heating fuel will expire on August 30, 2024. The present contract provides the option for two (2) one (1) year extensions. The City Of Providence and RI Municipal Purchasing Agents Association (RIMPAA) contacted our Gas/Diesel, Heating Fuel vendors to obtain their consent to utilize the optional first year extension, both companies agreed. If the Town Council grants approval, the extension period is set to start on September 1, 2024 and end on August 31, 2025.

ATTACHMENTS: Copy of vendors' 2024 first option year acceptance and 2022 cost proposals.

MOTION:

That the Smithfield Town Council hereby award the first year optional extension for unleaded gasoline, diesel at a rate of plus (+) \$0.150c per gallon, heating fuel at a rate of plus (+) \$0.330c per gallon to Peterson Oil Service Inc. and, as a backup in case Peterson Oil Service is unable to deliver; unleaded gasoline diesel at a rate of plus (+) \$0.190c per gallon, heating fuel at a rate of plus (+) \$0.450c per gallon to Santa Buckley Energy. The price factors will be applied to the lowest daily rack prices published by the Oil Price Information Services (OPIS).

**BLANKET CONTRACT FOR NO.2 HEATING OIL AND DIESEL FUEL
FOR PROVIDENCE DEPARTMENT OF PUBLIC PROPERTY**

THIRD AMENDMENT

This Third Amendment is effective as of September 1, 2024 between Santa Buckley Energy, Inc. (“the Provider”) and the Department of Public Property, City of Providence (“DPP”), and amends the “Blanket Contract for No.2 Heating Oil and Diesel Fuel for Providence Department of Public Property” (the “Agreement”) entered into between the parties on September 1, 2022.

RECITALS

WHEREAS, DPP went out to bid on July 5, 2022 for “No. 2 Heating Oil and Diesel Fuel (Clear and Dyed), Two-Year Contract with Two One-Year Renewal Options” in Request for Proposals #37243 (the “RFP”); and

WHEREAS, the Provider responded to the RFP by submitting its bid on August 15, 2022; and

WHEREAS, the Board of Contract and Supply made a joint award to Provider on September 12, 2022; and

WHEREAS, the Parties entered into the Agreement dated September 1, 2022.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

I. Section 3. Term.

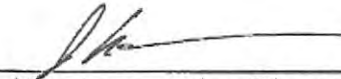
Section 3 of the Agreement is replaced with the following text:

This Agreement is effective from September 1, 2024 through August 31, 2025 with one (1) one-year option. All prices quoted must remain firm for this time period. The award of this contract in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with thirty (30) days’ written notice. At DPP’s option, this Agreement may be extended for one (1) additional year.

All other terms and conditions of the Agreement are unchanged and remain in full force and effect.

The Parties execute this Third Amendment to be effective as of the date specified in the Preamble.

CITY OF PROVIDENCE
DEPARTMENT OF PUBLIC PROPERTY

By: 
John Arzoomanian, Director

Date: 07/05/2024

SANTA BUCKLEY ENERGY, INC

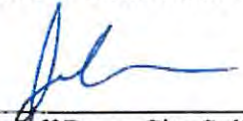
LUIS GARCIA
Printed Name

Key Account Sales Manager
Title


Signature

7/9/24
Date

Approved as to form and correctness:

By: 
Jeff Dana, City Solicitor

**BLANKET CONTRACT FOR NO.2 HEATING OIL AND DIESEL FUEL
FOR PROVIDENCE DEPARTMENT OF PUBLIC PROPERTY**

THIRD AMENDMENT

This Third Amendment is effective as of September 1, 2024 between Peterson's Oil Service, Inc. ("the Provider") and the Department of Public Property, City of Providence ("DPP"), and amends the "Blanket Contract for No.2 Heating Oil and Diesel Fuel for Providence Department of Public Property" (the "Agreement") entered into between the parties on September 1, 2022.

RECITALS

WHEREAS, DPP went out to bid on July 5, 2022 for "No. 2 Heating Oil and Diesel Fuel (Clear and Dyed), Two-Year Contract with Two One-Year Renewal Options" in Request for Proposals #37243 (the "RFP"); and

WHEREAS, the Provider responded to the RFP by submitting its bid on August 15, 2022; and

WHEREAS, the Board of Contract and Supply made a joint award to Provider on September 12, 2022; and

WHEREAS, the Parties entered into the Agreement dated September 1, 2022.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

I. Section 3. Term.

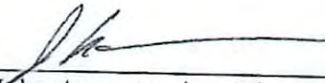
Section 3 of the Agreement is replaced with the following text:

This Agreement is effective from September 1, 2024 through August 31, 2025 with one (1) one-year option. All prices quoted must remain firm for this time period. The award of this contract in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with thirty (30) days' written notice. At DPP's option, this Agreement may be extended for one (1) additional year.

All other terms and conditions of the Agreement are unchanged and remain in full force and effect.

The Parties execute this Third Amendment to be effective as of the date specified in the Preamble.

CITY OF PROVIDENCE
DEPARTMENT OF PUBLIC PROPERTY

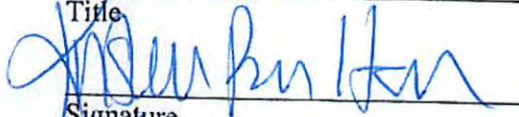
By: 
John Arzoomanian, Director

Date: 07/05/2024

PETERSON'S OIL SERVICE, INC.

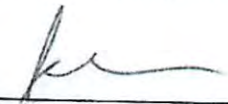
Kristen Peterson Holos
Printed Name

Vice President
Title


Signature

7/24/24
Date

Approved as to form and correctness:

By: 
Jeff Dana, City Solicitor



CITY OF PROVIDENCE, RHODE ISLAND

APPENDIX A

CITY/TOWN OF Providence, RI (Various)

COST PROPOSAL FORM

Agrees to respond on Gasoline, Diesel, and No. 2 Heating Oil for Participating Municipalities Co-operative Purchasing
Date and Time to be opened: August 1, 2022 at 2:15 PM (EST)

VENDOR NAME	<u>Peterson Soil Service, Inc.</u>
VENDOR ADDRESS:	<u>75 Crescent St</u>
CITY, STATE, ZIP:	<u>Worcester, MA 01605</u>

INCREMENTAL PRICING (+) OR (-) DAILY PUBLISHED RATE								
	Unleaded	Plus Unleaded	Super Unleaded	Winter Diesel	#1 Premium Diesel	New Ultra Diesel	No. 2 Heating Oil	Clear Diesel
District 1	.1700	.1500	.1500	.1500	.1500	.1700	.3300	.1500
District 2	.1700	.1500	.1500	.1500	.1700	.1700	.3300	.1500
District 3	.1500	.1500	.1500	.1500	.1500	.1500	.3200	.1500
District 4	.1700	.1500	.1500	.1500	.1700	.1500	.3300	.1500
District 5	.1700	.1700	.1700	.1700	.1700	.1700	.3500	.17
District 6	.1700	.1700	.1700	.1500	.1500	.1700	.3300	.1500
District 7	.1700	.1700	.1500	.1700	.1700	.1700	.3300	.1500
District 8	.1700	.1700	.1500	.1500	.1500	.1700	.3200	.1500
District 9	.1700	.1500	.1500	.1500	.1500	.1700	.3300	.1500
District 10	.1700	.1500	.1700	.1500	.1300	.1700	.3300	.1500
District 11	.1700	.1500	.1500	.1500	.1500	.1700	.3300	.1500

(District 10 - Providence Island ^{Page 6 of 14} No Bid) all products



CITY OF PROVIDENCE, RHODE ISLAND

*VENDORS CAN BID ON ANY ONE AND/OR ALL PRODUCT(S) AND ANY ONE/OR ALL DISTRICT(S).

UPCHARGE FOR DELIVERING LESS THAN 2,500 GALLONS OF PRODUCT:

Total Price Quote \$ \$0.05 / FIVE CENTS
(in numerals) (in words)

Please notate any additional costs (if any), to include all applicable taxes:

NO Deliveries to Prudent Island
unless Ferry costs are extra fees.

Representative Name (Print): Howard Peterson
Title: President
Representative Signature: Howard Peterson
Phone Number: 508-368-1000
Email: h.peterson@petersonincil.com



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however each item should be priced individually. Do not group items. Awards may be made on the basis of *total bid* or by *individual items*.
5. All bids **MUST BE SIGNED IN INK**.

Name of Bidder (Firm or Individual): Santa Buckley Energy
Contact Name: Luis Garcia
Business Address: 154 Admiral Street, Bridgeport, CT 06605
Business Phone #: 203-814-3377
Contact Email Address: garcial@santafuel.com
Agrees to bid on (Write the "Item Description" here): Diesel Fuel
If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that is located *within Rhode Island* _____
Delivery Date (if applicable): Aug 2022-Aug 2024
Name of Surety Company (if applicable): _____
Total Amount in Writing*: plus forty five cents per gallon
Total Amount in Figures*: +.45 per gallon

* If you are submitting a unit price bid, please insert "Unit Price Bid"

Use additional pages if necessary for additional bidding details.

Signature of Representation

Key Account Sales Manager

Title

CITY/TOWN OF _____

COST PROPOSAL FORM

Agrees to respond on Gasoline, Diesel, and No. 2 Heating Oil for Participating Municipalities Co-operative Purchasing
Date and Time to be opened: August 1, 2022 at 2:15 PM (EST)

VENDOR NAME	_____
VENDOR ADDRESS:	_____
CITY, STATE, ZIP:	_____

INCREMENTAL PRICING (+) OR (-) DAILY PUBLISHED RATE								
	Unleaded	Plus Unleaded	Super Unleaded	Winter Diesel	#1 Premium Diesel	New Ultra Diesel	No. 2 Heating Oil	Clear Diesel
District 1*	0.25 - Burrville, No bid on Glocester							
District 2	0.25 - Central Falls, 0.175 - Cumberland, 0.20 - Lincoln, 0.18 - North Providence, 0.21 - North Smithfield, 0.19 - Smithfield, No bid for Woonsocket							
District 3	No bid							
District 4	0.20 - Coventry, 0.25 - Westerly							
District 5	0.19 and 0.27 - East Providence, 0.18 - Pawtucket, (0.25 - 0.47) - Providence, No bid for Johnston							
District 6	0.33, 0.48 - Cranston, 0.155 - East Greenwich, (0.145 - 0.43) - Warwick, 0.23 - West Warwick							
District 7	0.25 - Charlestown, 0.25 - Westerly, No bid for Exeter, Hopkinton, and Richmond							
District 8	0.25 - Jamestown, 0.145 - Narragansett, 0.065 South Kingtown							
District 9	0.110 - Warren, No bid for Bristol							
District 10	(0.26 - 0.38) Little Compton, 0.178 - Middletown, 0.18 Newport, 0.18 - Portsmouth, No bid for Prudence Island and Tiverton							
District 11	(0.20 - 0.38) - North Kingtown							



CARLOS SANTOS
PURCHASING AGENT

Town of Smithfield

PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.GOV

DATE: August 8, 2024
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director
Anthony Gallone, Town Solicitor

RE: Request to advertise Request for Proposal (RFP) # 240807 for a Town Insurance Broker.

SUBJECT:

The Town is Seeking Town Council approval to advertise RFP # 240807 for a Town Insurance Broker.

The primary goal of this RFP is to have an advocate that can assist in the identification and evaluation of exposures and expand insurance protection where necessary or otherwise develop appropriate risk treatment strategies and help resolve insurance-related service and claim problems, and to assure administrative issues are given proper attention by the insurer.

The Town Solicitor has reviewed this RFP and determined that it's acceptable for use.

ATTACHMENTS:

Copy of RFP.

MOTION:

That the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise RFP # 240807 for a Town Insurance Broker. After the public bid opening, all submissions will be reviewed by an evaluation committee and a recommendation will be presented to the Town Council for award consideration.

Town of Smithfield

Request for Proposals



RFP # 240807

Town Insurance Broker

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Pages 15 – 19	Bid Form

Summary:

The Town of Smithfield is seeking proposals for Town Insurance Broker as outlined in the details contained within.

Sealed proposals may be received at the Finance Office to the attention of the Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am on Wednesday, September 11, 2024 at which time all bids will be publicly opened and read aloud.

Town of Smithfield



Terms and Requirements for Request for Proposal

Item Description: Town Insurance Broker.

Date and Time to be **OPENED**: 10:00am on Wednesday, September 11, 2024

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 and time of bid opening. 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. And (1) USB Flash drive is required.
8. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
9. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted. No bid may be withdrawn for a period of thirty (30) days from the date and time of opening.
10. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
11. Bidders must submit a bidder information form to the Smithfield Purchasing Agent upon receipt of specifications.

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 (<https://www.smithfieldri.gov/departments/finance/purchasing-bids/closed-solicitations/-folder-135>)
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 ("Town") 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.
16. In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1- 2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO).
The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Dorinda Keene at the MBECO at (401) 574-8670 or via email at Dorinda.Keene@doa.ri.gov.
17. All Town of Smithfield Community Development Block Grant Programs (CDBG) contracts will now include a section on debarred contractors that requires the Town to verify that contractors are not debarred. To that end, we will require all proposers to provide their UEI number so we can verify that they are not debarred.
 - (a) Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are excluded from receiving contracts. The Town of Smithfield will not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the agency head determines that there is a compelling reason for such action. Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are also excluded from conducting business with the Town of Smithfield as agents or representatives of other contractors.

INFORMATION FOR BIDDERS

1. Form of Bid:

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

2. Qualifications of Bidder:

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

3. Commencement of Contract:

The successful bidder shall commence the service upon Bid award. The Town may choose to extend this agreement for a second, third, fourth and fifth year with the agreement of the contractor.

4. Foreign Corporations:

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

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

Bidder further agrees that after notification that the bid has been accepted shall be organized to commence service as stated herein. The Town can as its option renew for a second and third year.

The Bidder will identify business entity as individual, or if doing business under an assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of person executing proposal and bid.

DETAILS OF BROKER & INSURER SERVICES REQUESTED

The following minimum services are requested:

I. INSURER ADMINISTRATIVE:

1) ***Policy Correspondence***

Provide original policy documents to *Town*, maintain copies of all completed applications (including any used for proposals), and forward the *Town* copies of value/exposure/loss control reports, filings, audits, auditor's worksheets and related documents and correspondence.

2) ***Advocacy***

Be an advocate of *Town* regarding resolution of insurance-related service and claim problems. Provide necessary follow-up to assure administrative issues are given proper attention by the insurer and assist *Town* in the review and resolution of claims handling concerns.

3) ***Exposure / Coverage Analysis***

Perform an annual property appraisal. Assist in the identification and evaluation of exposures and expand insurance protection where necessary or otherwise develop appropriate risk treatment strategies. Please specify any additional costs for these services.

4) ***Quality Control***

Maintain timely and careful review/quality control of all policies, endorsements, audits, or other adjustments and insurer services; request insurers to correct errors or omissions and immediately issue temporary evidence of coverage to *Town*.

5) ***Renewals:***

See to the timely renewal/replacement of all policies so that *Town* is continuously protected and check submitted exposure information (values, square footage, payrolls, municipal budget, etc.) to ensure reporting to the proper policy per coverage requirements and provisions.

Town should be provided past ratable exposure data and requested to update such information at least 90 days prior to expiration. Updated exposure data should be secured and renewal goals and objectives should be established 60 days prior to the renewal date. Renewal proposals should be submitted 30 days prior to expiration.

6) ***Program Structure***

Know and understand *Town's* attitude towards risk and risk financing and recommend financial and program structures which provide *Town* a cost-effective program.

7) ***Premium Invoicing***

Review premium invoices to assure accuracy and provide explanations, in detail, the basis for premium charge(s) with each invoice.

8) ***Insurance Schedules***

Annually, not later than 3 months after policy inception, issue a schedule of insurance showing:

- a. · Insurer name
- b. · Policy term and policy number
- c. · Coverage's afforded
- d. · Limits/amounts of insurance applicable
- e. · Deductibles/loss limits/retentions
- f. · Major coverage's or exposures excluded
- g. · Rates and premiums

9) ***Stewardship Report***

Annually issue a stewardship report to *Town* outlining:

- a. · Services rendered
- b. · Concerns, changes, continuing objectives
- c. · Open issue status
- d. · Marketing report
- e. · Suggested insurance budget by line for the next fiscal year
- f. · New coverage's to consider

10) ***Ancillary Documents:***

Provide *Town*, on a timely basis, the following documents as required:

- a) Certificates of insurance for property or equipment lessors, etc.
- b) Vehicle identification cards.
- c) Claim reporting forms and guidelines.

11) ***Contract Review***

Review all leases/contracts/proposed agreements and issue certificates of insurance as required by them within the time frame specified; request any needed policy amendments required by such documents. Report to *Town* findings, including whether policies comply with the insurance and indemnity provisions, and the expected impact on insurance costs.

12) ***Meetings:***

The *Town* wishes to have scheduled meetings with its insurance representatives as needed.

13) ***Insurer Solvency Monitoring***

Monitor the financial health of *Town's* insurers, and advise *Town* of adverse changes in their financials.

14) ***Loss Information***

Forward to the *Town* insurer loss runs monthly for all lines of insurance and maintain data on historical losses.

II. CLAIMS ADMINISTRATION SERVICE GUIDELINES:

1) ***Service Coordinator***

A Claims Service Coordinator should be assigned to have overall responsibility for claim administration services to *Town*.

2) ***Claim Reviews***

The Claims Service Coordinator should forward monthly status reports on significant claim activity and quarterly should provide a synopsis of open and closed claims and claim expenditures.

3) ***Emergency Service***

Town should be provided with the ability to contact all carriers on an emergency basis, twenty-four hours a day, seven days a week.

4) ***Claim Acknowledgments***

Town's Chief Legal Counsel should receive an acknowledgment upon the carrier's receipt of summons and complaints. An acknowledgment should be sent indicating the date the report was received, the date of injury, the claim number, the case handler and how to contact the case handler.

5) ***Claim Investigation***

Upon receipt of a claim assignment, the Claims Administrator should contact *Town's* Chief Legal Counsel or designee to coordinate the initial investigation. If statements or documents are needed, *Town's* Chief Legal Counsel will coordinate with the relevant department to assist in obtaining the necessary items of investigation.

6) ***Summons and Complaints***

Town's Chief Legal Counsel should receive copies of all summons and complaints upon receipt by the carrier.

7) ***Defense Counsel***

Town's Chief Legal Counsel should be given the opportunity to object to the selection and assignment of defense counsel.

8) ***Litigation Notification and Defense Counsel Documents***

Town's Chief Legal Counsel should be notified of all dates for mediation, arbitration, pre-trial and trial dates immediately upon the Claims Administrator receiving notice of such dates. *Town's* Chief Legal Counsel should be copied on pre-mediation/arbitration/trial memoranda and case evaluations by defense counsel.

9) ***Claim Settlement***

Town's Chief Legal Counsel should be given the opportunity to object to proposed settlements.

10) ***File Audit***

The Claims administrator should make all paper and computer files available for periodic audit by a party of *Town's* choosing.

III. QUALIFICATIONS OF RESPONDENTS AND RELATIVE EXPERIENCE:

Business Organization

The Consultant shall have, at a minimum, two (2) or more licensed professionals in the commercial liability insurance field on staff who will represent the interests of the Town of Smithfield, RI.

The Consultant must be able to designate a dedicated account manager to handle services required by the Town.

The Consultant must be actively licensed in Rhode Island for the services requested.

Qualifications and Relative Experience

The Consultant must provide documentation that he/she has experience as employee liability related benefits as follows:

1. Minimum of three (3) years' experience being a Consultant in the insurance field;
2. Experience providing similar services to municipalities of similar size and type as the Town of Smithfield; and
3. All documented experience must be within the past five (5) years.

Coordination of Activities

All activities for this contract will be coordinated through the Town Finance Department.

Fee Schedule/Cost Proposal

All respondents are required to disclose any commission and/or other compensation that will be charged or paid to the respondent for the services provided to the Town whether paid by the Town or a third party.

All respondents are to provide the above information for one, two and three year contracts. The Town will be the final authority in determining the length of the contract.

Evaluation Process; Methodology of Awarding Contract

All responses are to be evaluated on the basis of whose response is the most advantageous to the Town, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

Bid evaluation shall consist of the following criteria using a weighted scale, values stated below:

Experience:	10%
Previous Performance:	10%
Bid Amount:	50%
Credentials/Qualifications:	10%
Ability to perform described services:	20%

IV. INSURANCE:

The vendor shall maintain and keep in force such comprehensive general liability and errors and omission insurance that shall protect them from claims which may arise from operations under any contract entered into with the Town of Smithfield, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The Town of Smithfield shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

1 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions in the Town of Smithfield's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the Town of Smithfield, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on Town of Smithfield property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any Town whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorney's fees, that may incur due to Releasors use of or presence in and on Town of Smithfield property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on Town of Smithfield property.

The duty to indemnify and/or hold harmless the Town of Smithfield shall not be limited by the insurance required under the Town of Smithfield Terms and Conditions of Purchase.

2 - Additional Insurance Requirements

In addition to the insurance provisions in the Town of Smithfield Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the Town of Smithfield shall include the Town of Smithfield, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- a. Waiver of Subrogation waiving any right to recovery the insurance company may have against the Town of Smithfield; and a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self-insurance or self-retention maintained by the Town of Smithfield and that any insurance, self-

insurance or self-retention maintained by the Town of Smithfield shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the Town of Smithfield Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the Town.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Town of Smithfield. The selected vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Town reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

V. PROPOSAL CONTENT AND ORGANIZATION:

Submission of a proposal is acknowledgement and acceptance of the Town of Smithfield's Purchasing Rules and Regulations and General Terms and Conditions of Purchase. Respondents also acknowledge that they fully understand the scope of service, work and activity to be performed.

Form of Proposal: The proposal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in the elimination of that proposer from consideration for award.

Tabbed Proposal Submittal: So that the Town can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference number noted below.

Tab 1 - Bid Form & Fee Schedule

All Bid Forms must be signed.

Included in this tab must be a fee schedule, and pricing must include all fees charged and costs as specified in this solicitation.

Tab 2 - License Information

Please include copies of all applicable licensing required to perform the work requested in this RFP.

Tab 3 - Technical Criteria

Please list all services to be rendered with an explanation on how you will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other organizations. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

Tab 4 - Business Organization

Please outline your business organization, including, but not limited to:

Name, address and other related information, website address, organizational chart, resumes of key people who will be working with the Town, and other information that may be helpful to the Town in understanding your business organization.

Tab 5 – Qualifications and Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the Town in the evaluation and selection process. Such documentation shall include, but not be limited to:

Letters of recommendation;

List of any judgments within the last three (3) years and/or a list of bankruptcy within the last ten (10) years;

Availability of personnel, facilities, equipment and other resources to provide the services requested; and

Any other information concerning the firm and/or individuals of the firm that would assist the Town in the evaluation process.

Tab 6 - Joint Venture/Partnerships

The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner.

One entity must be designated as the primary contact for the joint venture or partnership in the bid.

If no joint venture or partnership exists or will not be utilized, please provide this statement, “NO JOINT VENTURE/ NO PARTNERS”.

Tab 7 - Other Information

The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist the Town in its evaluation.

Also, please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the Town of Smithfield assumes that the vendor will adhere to all terms and conditions listed in this RFP.

VI. MISCELLANEOUS:

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the Town of Smithfield against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The Town is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the Town is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The Town of Smithfield reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The Town of Smithfield reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

The Town reserves the right to pay the selected Vendor via credit card or Electronic Funds Transfer (ETF) at its sole discretion.

Town of Smithfield



BID FORM

Item Description: **Town Insurance Broker.**
Date and Time to be **OPENED**: 10:00am on Wednesday, September

BIDDER: _____

CONTACT PERSON: _____

PROJECT MANAGER: _____

NUMBER & STREET: _____

CITY/STATE/ZIP: _____

SIGNATURE: _____

DATE: _____ PHONE NO.: _____

E-MAIL: _____

Being a Corporation, incorporated under
the laws of the State of:

Composed of officers, partners or owner as follows:

(President) (Owner) (Partner/s)

OR

(Partnership/Individual)

General Information

Is your firm a sole proprietorship doing business under a different name? ____ Yes ____ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? ____ Yes ____ No

Will any of the work spelled out in this bid be outsourced? ____ Yes ____ No

If so, please explain below:

Have you or your firm been subject to suspension, debarment or criminal conviction by the Town of Smithfield, the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

Have the Town of Smithfield and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the Town of Smithfield and/or the State of Rhode Island during its performance?

Yes: _____ No: _____

Have you or your firm been involved in litigation against the Town of Smithfield and/or the State of Rhode Island.

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the Town of Smithfield and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

Please list at least four (4) companies with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the Town of Smithfield, and a website address should be included if available.

Reference #1
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference #2
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference #3
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference #4
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Bid Form Signature

(Bidder Name – Please Print)

By: _____
(Signature)

Title: _____

***** ***BID FORM MUST BE SIGNED*** *****

Recommended Motions:

1. That the Smithfield Town Council hereby authorizes advertising the Town Manager position and Recruitment Profile and creating a Search Committee comprised of five town residents based on Town Council member recommendations. Each Town Council member will provide three names to the Town Manager who will circulate a combined list for the Councils consideration at the next Town Council meeting.

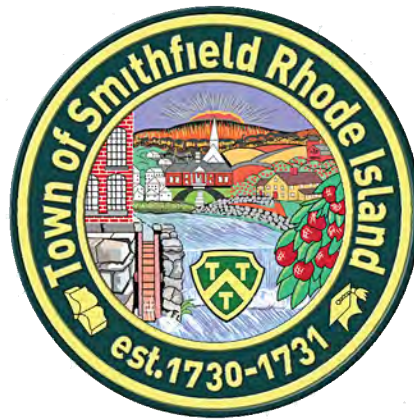
OR

2. That the Smithfield Town Council hereby authorizes going out to bid for a recruitment firm and creating a Search Committee comprised of five town residents based on Town Council member recommendations. Each Town Council member will provide three names to the Town Manager who will circulate a combined list for the Councils consideration at the next Town Council meeting.

RECRUITMENT PROFILE

TOWN MANAGER

TOWN OF SMITHFIELD RHODE ISLAND



September 2024

Submit Resume to:

Town Manager Selection Committee
c/o Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Town Manager

Town of Smithfield, Rhode Island

Background on the Town of Smithfield:

The Town of Smithfield is a family-oriented community that maintains a high quality of life. Known as “Apple Valley” for the orchards introduced during the 20th century, the Town has grown into a suburban community, with a solid industrial and commercial base.

Smithfield is located in northern Rhode Island and is easily accessed, via Interstate 295 and U.S. Route 44. It is strategically located 50 minutes from Boston, 15 minutes from Providence, and 10 miles from T.F. Green State Airport, the State’s primary hub for air travel. Smithfield is also home to North Central State Airport. Smithfield was founded in 1730, covers 26.7 miles and is home to approximately 22,118 people.

Combining rural and suburban lifestyles, the Town is predominantly residential, with commercial and industrial use development along Routes 7, 116 and 44. Several major roads traverse Smithfield, with Interstate 295 bisecting the Town in a northerly-southerly direction. Several State roads cross the Town in a southeasterly-northwesterly direction. They include Putnam Pike (Route 44), Farnum Pike (Route 104) and Douglas Pike (Route 7). They link the villages of Esmond, Georgiaville, Stillwater, Spragueville and Greenville, whose developments date largely from the nineteenth century. These villages make up much of the Town’s civic and social fabric, steeped in New England tradition. The Town is also graced by a series of seven natural and manmade ponds, which provide recreation and natural beauty for its citizens. Smithfield still retains large, undeveloped, heavily forested lands, including several active apple orchards and farms.

Smithfield Town Government:

Since 1994, the Town has operated under the Council/Manager form of government. Partisan elections are held every two years to elect five Council members, who then select a Council President. The Town Manager is appointed by the Council to serve as the administrative head of government. The Manager serves at the pleasure of the Council and may be removed by a majority vote. The Manager appoints all department directors, except the Town Clerk (Clerk of the Council) and the Town Solicitor. The Manager supervises and directs the administration of all Town departments and personnel; however, the general administration of the school system is the responsibility of the School Committee, within the provisions of powers and duties enumerated in the Rhode Island General Laws. The five-member School Committee is elected at-large during regular Town elections and members serve four-year terms. The Committee also appoints the Superintendent of Schools.

The Town provides a range of services to its citizens and businesses, including police, fire, and rescue services, planning, zoning, road maintenance, solid waste collection, recycling, recreation, financial and administrative support services. The Town also operates a public water system that serves one-third of the town. Two other water systems serve the remainder of the Town. In addition, the Town maintains all sewer lines and pumping stations through its Wastewater Treatment Plant. Smithfield continues to evolve into a major recreation provider with its 65-acre Deerfield Park, which houses a very active and expansive Senior Center, Veterans Memorial Park, and Youth Memorial. Additional recreational opportunities are available through the Town-operated ice rink and numerous other recreational parks and ponds. Smithfield also operates two public libraries and a Town Hall.

The Smithfield Town Budget is approximately \$98.9 million for Fiscal Year 2025, and the Town employs approximately 532 full-time equivalent employees, including School Department personnel. The Town Budget is approved by the Town Council during a public hearing in June of each year.

The Public School System enrolls 2,402 students in grades Pre-K - 12 at five school sites. The Rhode Island Department of Education has designated the Smithfield Public Schools as a Generally Strong Performing School District. Approximately 84% of its graduates enroll in post-secondary education. Students participate in a variety of co-curricular activities including: the Arts, athletics, publications, state-level competitions and leadership.

The Police Department is nationally accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

Appointment and Qualifications:

The Town Council by a majority vote of its total membership appoints a Town Manager for an indefinite term and fixes the Manager's compensation. The Town Manager shall have at a minimum, a Bachelor's Degree, a Master's Degree in Public Administration or its equivalent is preferred, at least five years of experience spent as a Senior Manager/Administrator or similar position, at least five years of experience in Municipal Collective bargaining is desirable, and a demonstrated ability to communicate orally and in writing. The Manager need not be a resident of the Town or State at the time of appointment, but the Manager shall reside in the Town after his/her appointment.

Powers and Duties:

The Town Manager shall be the Chief Administrative Officer of the Town, responsible to the Council for the administration of all Town affairs placed in the Manager's charge by or under the Town Charter. The Town Manager shall:

1. Appoint and, when necessary for the good of the service, suspend or remove all Town employees and appointive administrative officers provided for by or under the Charter, except as otherwise provided for by law, the Charter or personnel rules adopted pursuant

to the Charter. The Town Manager may authorize any administrative officer, subject to the Manager's direction and supervision, to exercise these powers with respect to subordinates in that officer's department, office or agency.

2. Direct and supervise the administration of all departments, offices and agencies of the Town, except as otherwise provided by the Charter or by law.
3. Attend all Town Council meetings. The Town Manager shall have the right to take part in discussion but shall not vote.
4. See that all laws, provisions of the Charter and acts of the Town Council, subject to enforcement by the Town Manager or by officers subject to the Manager's direction and supervision, are faithfully executed.
5. Prepare and submit the annual budget and capital program to the Town Council.
6. Submit to the Town Council and make available to the public a complete report on the finances and administrative activities of the Town as of the end of each fiscal year.
7. Make other reports as the Town Council may require concerning the operations of Town departments, offices and agencies subject to the Town Manager's direction and supervision.
8. Keep the Town Council fully advised as to the financial condition and future needs of the Town.
9. Make recommendations to the Town Council concerning the affairs of the Town.
10. Provide staff support services for the Council members.
11. Perform such duties as are specified in the Charter or which may be required by the Town Council.
12. All agreements for municipal employment shall be approved by the Town Council and shall comply with the provision that certain appointees serve at the pleasure of the Town Manager.

Challenges Facing the Town Manager:

Within the last ten years, through the collaborative efforts of the Town Council, Town Manager and staff, the Town has made significant strides to improve public services and stabilize municipal government operations.

The Town has experienced continued moderate growth. Fidelity Investments, an international provider of financial services and investment resources, is in Smithfield, along with Bryant University, a nationally recognized university with a prestigious College of Business, Navigant

Credit Union, Hanna Instruments, FGX Foster Grant, and many other premiere businesses. Smithfield is also home to one regional and several local shopping malls, along with several medium and large sized industrial parks.

The Town Council remains committed to refining and implementing the Town's long-range plans, with active participation and guidance of the Town Manager. For the community and organization to reach its potential, the entire leadership structure must remain together to provide solidarity in its direction to implement shared goals. The new Town Manager will arrive at a time when the political structure of the community has significantly matured, creating a favorable situation for the coordination of key leaders in addressing the following goals and objectives of the Town Council:

- Continue to strengthen the Town's financial sustainability and resiliency and find additional revenue streams to help fund future capital projects.
- Update the strategic plan for the Town of Smithfield to address future economic and other impacts expected on the town and school system.
- Address infrastructure issues including indoor and outdoor town and school facilities, town roads, and the like.
- Expand the training and orientation program for new members of town boards and commissions.

Employee Relations and Staff Development:

The Town maintains a full-time Human Resource Administrator to oversee personnel issues, employee benefits and provide assistance during contract negotiations. The vast majority of Town employees are unionized. Three of the five union contracts have recently been signed and extend until June 30th, 2027. The Fire and Police union contracts expire on June 30th, 2026.

Public Finance:

The Town of Smithfield, similar to all other cities and towns in Rhode Island, is dependent upon property tax revenue (67%) as the primary source for the operating budget.

The total Fiscal Year 2025 Operating Budget, including the School Department, is approximately \$98.9 million. The Municipal portion is \$41.4 million, the School Department portion is \$44.7 million, Debt portion is \$5.5 million, and the Enterprise portion is \$7.3 million. The 2025 Budget was approved in June, by the Town Council.

By Town Charter, the undesignated Fund Balance is 8% of the subsequent year's operating budget. Any excess funds are then distributed in the following manner: eighty percent to the Capital Reserve Fund and twenty percent to the Land Trust Reserve Fund.

For Fiscal Year 2025, revenues from the State have been level-funded, and the proposed tax levy represents a 1.23% increase over the previous year.

Smithfield holds an Aa2 credit rating from Moody's, and an AA credit rating from Standard and Poor's.

The Ideal Candidate:

The Town Council is seeking a Town Manager who is willing to commit to a tenure which allows for the implementation of policies, procedures and practices that will allow the Town to continue to improve as a public service organization. The new Town Manager will be expected to maintain the stability of Town government. The following personal and professional attributes are essential for Smithfield's next Town Manager:

Personal:

- Willingness to play a visible role in the community and participate broadly in community activities and events.
- Absolute integrity, ensuring ethical, equitable, honest, fair, open, and personable interactions with members of the Town Council, community members, and all Town Employees.
- Ability to delegate internal managerial responsibility, holding the staff accountable for performance.
- Ability to work openly with community groups and employees in a collaborative manner.
- Ability to work as a team leader, with other Town officials, in a participative municipal environment. The successful candidate must possess a history of proven customer service to a demanding, but supportive electorate.
- Ability to serve as a spokesperson and representative for the Council and Administration to the community and the region.
- Ability to serve as a leader willing to serve on a personal, as well as professional level.
- Ability to serve as a goal-oriented leader, capable of providing direction in a manner that shares successes with elected officials, professionals and volunteers.
- Ability to lead by example.

Professional:

- Experience as a professionally stable administrator, with a record of tenure and consistent career growth.
- A proven track record of staff development, with an emphasis on team building.

- A bachelor's degree, with an MPA or MBA preferred.
- Display evidence of continued professional development such as designation as an ICMA Credentialed Manager.
- Be a fiscal manager who thoroughly understands and has experience utilizing new business practices, technology and innovation to achieve cost savings, efficiency and effectiveness.
- Work experience consisting of a minimum of five (5) years of progressively responsible government, financial experience or equivalent as a Town Manager, Assistant Town Manager, Chief Financial Officer, or other similar related positions.
- Strong financial, budget and public relation skills, a strong interest in economic development, strategic planning skills, labor-management negotiating experience, a high level of communication and interpersonal skills, effective coordination with Town boards and commissions, and the ability to build consensus with different support groups in the community.
- Ability to team with the Town Council and staff to provide open, responsive and consumer-oriented service to the community and provide sound recommendations to the Town Council.
- A sound decision maker, available and open to input from stakeholders, exhibiting sound judgement, and decisive when appropriate.
- An effective communicator with a proven track record of informing the elected leadership of critical policy and service initiatives.
- Ability to keep officials informed, while staying totally detached from the political process and ensuring that the members of the administration maintain a similar detachment.
- A consensus builder, able to diffuse tense situations and seek some ground when different perspectives create friction.

Performance Expectations

The following performance expectations are the elements for successful performance:

- Short-term, immediate actions will be to engage with staff, the Town Council, community leaders, and residents; review the Town budget, structure, policies, and procedures, and get up to speed on active projects.
- Be available and responsive to citizens' concerns and issues; listening, understanding, and providing timely follow-up.

- Demonstrate a commitment to open and transparent government; promoting a positive and interactive relationship with citizens and stakeholders; encourage citizens engagement, and inclusion.
- Be a leader in regional and state activities and a facilitator, building effective relationships and promoting collaborative efforts consistent with Town priorities.
- Practice fair and equitable investment in and support of Town employees and departments with a priority of enhancing competency, consistency, and accountability through individual development and improved business processes. Avoid micromanagement; empower and entrust employees in fulfilling their responsibilities. Foster a team environment that welcomes staff feedback and participation.
- Become an active and visible resident of the Town, building relationships with citizens, business owners, and other regional stakeholders.

Salary:

The salary range is \$1__,000 - \$1__,000, depending upon qualifications, with an excellent benefit package including participation in the Rhode Island Municipal Retirement System. Permanent residency in the Town of Smithfield is required. The Town and candidate will negotiate an employment agreement for the position.

How to Apply:

Send resume, a list of references and a summary of significant accomplishments to the Town Manager Search Committee, c/o Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 by _____, or until such time as the position is filled. EEO Employer.

Executive Recruiting Firms

Company	Pricing Estimates	Notes
Berkley Group	Virtual Recruitment: \$30,000 On-site Recruitment: \$35,000	All advertising expenses will be at cost. For the recruitment they anticipate a three-to-four-month projected timeline.
Easton Peabody Consulting Group	Unable to provide pricing currently.	
GovHR USA	Full Scope Recruitment: \$25,000 Limited Scope Recruitment: \$22,000 Virtual Recruitment: \$12,000 Outreach Recruitment: \$7,000	Flyer Included
Municipal Resources, Inc	Comprehensive Recruitment: \$16,500 - \$18,000	The “assistance” service is very popular because the client can control costs. In essence, we do the heavy lifting and once the field is narrowed down, the Town can take over as much of the process as it wants. Many times, these are done entirely remotely. (More Information included)

Waiting for responses from the following firms:

Bakertilly

1 Highwood Drive
Tewksbury, MA 01876
+1 (978) 557 5300

Roberts Consulting Group

P.O. Box 1127
Rancho Mirage CA 92270
424-522-2251

Sumter Local Gov't Consulting

<https://sumterlocalgovconsulting.com>
404-535-0525

** Additional firms are located on ICMA Executive Recruitment:

<https://members.icma.org/eweb/DynamicPage.aspx?WebCode=exec-recruitment-firms&site=icmares>

RECRUITING SERVICES



SCAN ME

GovHR USA
offers tiered services
to meet your
recruitment needs.



EXECUTIVE RECRUITMENT FULL SCOPE

- Develop detailed brochure and position announcement
- Post position announcement to approved advertising sources, GovHR's social media sources and extensive email outreach
- Candidate evaluation/top candidates selected
- Conduct Video interview with qualified candidates, reference checks, social media and Google search of select group
- Presentation of candidates with client (candidate pool narrowed for interview)
- Schedule candidate interviews
- Full background screening, additional reference checks and news media search conducted
- Present draft interview questions
- Consultant will facilitate interviews of top candidates
- Assist with negotiations and offer to selected candidate
- Notify all applicants of appointed candidate

EXECUTIVE RECRUITMENT LIMITED SCOPE

- Develop a flyer and position announcement
- Post position announcement to approved advertising sources, GovHR's social media sources and extensive email outreach
- Candidate evaluation/top candidates selected
- Conduct Video interview with qualified candidates, reference checks, social media and Google search of select group
- Presentation of candidates with client (candidate pool narrowed for interview)
- Notify all applicants of appointed candidate

VIRTUAL RECRUITMENT

- Develop position announcement
- Post position announcement to approved advertising sources and GovHR's social media sources and extensive email outreach
- Share announcement with GovHR's professional network
- Prepare assessment matrix that matches candidate's qualifications against position requirements
- Submit top tier candidates to client along with all recruitment applications



PROFESSIONAL OUTREACH

- Develop position announcement
- Post position announcement to approved advertising sources and GovHR's social media sources and extensive email outreach
- Share announcement with GovHR's professional network
- Submit all resumes to client after application deadline



847-380-3240
info@GovHRusa.com
www.GovHRusa.com

66 Main Street, Suite B
Plymouth, NH 03264

119 International Drive
Portsmouth, NH 03801



Telephone: (603) 279-0352
Toll Free: (866) 501-0352

all@mrigov.com
www.mrigov.com

UNIQUE SERVICES IN PUBLIC SECTOR RECRUITMENT

MRI has 35 years of experience with public sector executive recruitments and our record for helping towns and cities select candidates with the right “fit” is impressive. By investing time and energy to learn about the specific challenges of the job and understand the personality of the community, we can identify candidates with the right blend of management skill, leadership style, values, philosophy, and approach to ensure a “fit” for success and long tenure. Although our focus is New England, we have provided services to more than 750 municipalities throughout New England and beyond. We use this “reach” to benefit our clients. In conducting recruitment and selection services, we endeavor to do more than merely match candidates to job openings:

- We profile *your* community in a way that highlights the unique attributes that make it a desirable opportunity for potential candidates.
 - We work closely with you to understand the leadership and management aspects of the position that may be unique to your community in order to establish and clarify job expectations.
 - We actively seek out and recruit candidates that we think would be a good match for your community.
 - We work closely with each applicant to help them understand the position requirements and the expectations you have for the successful candidate while keeping them abreast of their status at each step in the selection process.
 - We recognize that the client is not only hiring a senior executive but may very well be bringing an entire family into the community. Consequently, we work with the applicants to enable them to learn as much as possible about the region as well as the client community, and we help the client prepare to support the assimilation of the new manager. We are also careful to ensure that economic expectations and family needs or special circumstances are clearly understood early in the selection process.
 - We stay actively involved through the final selection and formal appointment. Our objective is to initiate and establish long-term, successful relationships between the individuals we help place and our clients.



We understand that every community is different; therefore, every search is different. MRI works hard to understand the intricacies and uniqueness of each client's organization, and then tailors the process to meet their specific needs and expectations.

APPROACH & PROCESSES

Comprehensive Recruitment Package

The following describes the activities we propose to undertake in a **comprehensive** executive recruitment process; typically, we customize the process by adding or deleting steps in order to address specific needs of your community and to fit within your target budget:

1. Meet with the appointing authority and/or search committee to review the recruitment process, receive input toward developing an "**Ideal Candidate Profile and Challenge Statement**" against which all candidates will be screened, and discuss if and how you would like to involve community members and employees in the process. At this meeting, we will also ask for help to:
 - a. Promote the "place" of your community and highlight those special qualities and unique characteristics that will separate your community from others that may be seeking to fill similar positions.
 - b. Identify critical organizational issues and challenges;
 - c. Clarify roles, responsibilities, and expectations for the position;
 - d. Characterize the most desirable management strengths, behavioral styles, personal attributes, and motivating values needed in the ideal candidate to increase the probability of success in the role; and
 - e. Identify the likely issues and opportunities that the next manager must be prepared to address.

This can be accomplished in a number of different ways including interviews with elected/appointed officials, staff, and surveys. This information gathering process also allows us to develop pertinent essay questions that are specific to your community. *We are also able to establish an e-mail address specifically for your recruitment that allows an opportunity for all members of the community to provide input.* Once approved, the Ideal Candidate Profile and Challenge Statement will be posted on MRI's recruitment website for potential candidates to review.

2. We will work with the appointing authority to develop a timeline for the recruitment process so that the Client and all candidates can plan accordingly.
3. If requested, we will provide a recommended updated position description.

4. We will develop ad copy, recommend advertising venues, and coordinate placement of the ads (advertising costs are billed directly to the client unless otherwise agreed). Resumes are typically received for at least 30 days.
5. We will research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months.
6. We will canvas MRI's professional network to identify and reach out to promising potential candidates to invite their application.
7. We will receive and hold all resumes in confidence until the semi-finalists are chosen for interview. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.
8. We will provide you with an overview of relevant information about the candidate pool, answer questions, and review selection criterion at each decision point throughout the process.
9. We will establish a team of professional consultants who will screen and review all resumes for minimum qualifications before ranking them against the Ideal Candidate Profile.
10. We will develop a written essay questionnaire to be distributed to the top qualified candidates (generally 15 to 20 candidates), focusing the questions on matters of special relevance to the client's needs or current situation. The questions will be prepared in consultation with the appointing authority. Candidates will have a specified amount of time to respond (typically 10 days), after which our team of consultants will review and rank the responses.
11. After essay responses have been returned, reviewed, and ranked, we conduct a web search of the top candidates (generally 10 to 12) and canvas our consultants, to identify potential issues or controversies in other jurisdictions. Then, two members of our team will conduct telephone interviews with these candidates, placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field. In addition to screening the candidates, this interview provides for follow-up to the essay responses and information found in the web searches. It also assists us in determining the verbal communication skills of the candidate and his/her ability to answer questions spontaneously. If we are working with a designated committee, we'll work with the committee to identify those candidates which it would like to interview or, our team will reduce the pool to five (5) or six (6) semi-finalists for local interviews with the community's Search/Screening Committee or appointing authority.

12. We will prepare a designated Search/Screening Committee or the appointing authority for interviews and facilitate those interviews with the selected candidates. If working with a Search/Screening Committee, a second round of interviews consists of individual interviews between the appointing authority and the top two to four candidates emerging from the Committee interviews. These interviews are also facilitated by our lead consultant.
13. Following interviews with the finalists, the appointing authority, in consultation with our lead consultant, will determine what, if any, additional steps are needed to arrive at a final selection. In some instances, additional interviews are required, or an onsite “meet-and-greet” with key staff. In others, the final selection is readily apparent, and we move to negotiations immediately.
14. We will assist with development of terms and conditions of employment, preparation of a conditional offer of employment, and creating a draft of an employment agreement.
15. If the final candidate will be relocating to the community from a significant distance, we may recommend and can coordinate a family visit to the community prior to making a conditional offer of employment.
16. We will complete a comprehensive background investigation on the selected candidate which shall include, but not be limited to, previous employment, and criminal and motor vehicle records checks, finances, references, and interviews with previous employers. In order to protect the client, MRI will not complete a comprehensive background on a candidate before a conditional offer of employment is accepted, unless the Town provides a waiver.

TENURE GUARANTEE

To the extent that Municipal Resources is engaged to conduct a comprehensive recruitment as described above, we will guarantee to undertake a recruitment and selection process at no expense to the community should the employment relationship, after it is negotiated and documented by an executed employment agreement, be terminated by either party within 12 months. However, no such guarantee shall exist if said termination occurred due to death or catastrophic illness of the selected candidate, or due to the actions of, or encouragement to the selected candidate by a majority of a newly elected Board or Council. There shall be no cost for MRI’s recruitment services; however, the Client shall cover the costs associated with advertising and interviews.

FEES

The cost of the **comprehensive** recruitment and selection process as outlined above will range from **\$9500 to \$21,500** but will be determined by the actual process desired by the community. We work with every client to establish an effective, affordable program of recruitment and selection that is designed to provide the best possible pool of candidates and ensure that the talents, experience, and management style are the best possible fit for your community.



TIMELINE

We have significant experience structuring and conducting all sorts of executive recruitment projects for municipalities, and we are very willing and able to customize our approach to accommodate any unique requirements of a community or to fit within budget constraints.

A recruitment as described above typically takes approximately **60-90 days** to complete. MRI is ready to begin work on the recruitment as soon as a contract has been executed.

The following schedule represents the typical timeline MRI would like to meet in the recruitment and selection process. As you will see, the approximate 30 day run time for resume submission is the longest period of time over which we have no control. During this period, resumes are being received, acknowledged, and scored, while we are gathering information that will help us to narrow the field and develop essay questions. Once the resumes have been scored, things will move along quickly.

SAMPLE TIMELINE

TASK	WEEK #											
	1	2	3	4	5	6	7	8	9	10	11	12
Community Profile & Challenge Statement and Recruitment Plan												
Meetings with Board and Designees												
Develop Position Advertisement, Community Profile & Challenge Statement												
Finalize Timeline												
Place Advertisements												
Develop Essay Questions												
Active Recruitment and Review of Submissions												
Accept and Review submissions												
Recruit qualified candidates from MRI's professional network												
Deadline and Final resume scoring. First cut of candidates.												
Send and review candidate Essays												
Preliminary background work on candidates												
Second cut and Telephone Interviews												
Selection of semi-finalists												
Interviews												
Candidate Interviews - Committee and Board												
Next Steps as determined by consultation w/Board												
Conditional Offer and Background												
Negotiation of Contract												
Comprehensive Background Investigation												



66 Main Street, Suite B
Plymouth, NH 03264

119 International Drive
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- We profile *your* community in a way that highlights the unique attributes that make it a desirable opportunity for potential candidates.
 - We work closely with you to understand the leadership and management aspects of the position that may be unique to your community in order to establish and clarify job expectations.
 - We actively seek out and recruit candidates that we think would be a good match for your community.
 - We work closely with each applicant to help them understand the position requirements and the expectations you have for the successful candidate while keeping them abreast of their status at each step in the selection process.
 - We recognize that the client is not only hiring a senior executive but may very well be bringing an entire family into the community. Consequently, we work with the applicants to enable them to learn as much as possible about the region as well as the client community, and we help the client prepare to support the assimilation of the new manager. We are also careful to ensure that economic expectations and family needs or special circumstances are clearly understood early in the selection process.

- We stay actively involved through the final selection and formal appointment. Our objective is to initiate and establish long-term, successful relationships between the individuals we help place and our clients.

We understand that every community is different; therefore, every search is different. MRI works hard to understand the intricacies and uniqueness of each client's organization, and then tailors the process to meet their specific needs and expectations.

RECRUITMENT "ASSISTANCE" OVERVIEW

In certain situations MRI is able to offer a Recruitment "Assistance" Package. This package allows the client to leverage MRI's technical expertise and recruitment administration services without the full level of community and client engagement that is offered in our Comprehensive Recruitment. These packages are based on an hourly rate that blends the usual rate for our administrative recruitment staff with the rate of our lead recruiter(s) assigned to the team. Historically, the cost for an "Assistance" package is less than \$5000.00 (five thousand dollars).

The scope of a typical "Assistance" package can be found below:

1. We can develop ad copy, recommend advertising venues, and coordinate placement of the ads (advertising costs are billed directly to the client unless otherwise agreed). Resumes are typically received for 30 days, and, with the authorization of the client, can be reviewed on a "rolling" basis in order to expedite the hiring process in an extremely competitive hiring environment.
2. We can assist the hiring authority, as desired, throughout the selection and hiring process.
3. We can research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months.
4. We can canvas MRI's professional network to identify and reach out to promising potential candidates to invite their application.
5. We will receive and hold all resumes in confidence until the semi-finalists are chosen for an interview. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.
6. We can screen and review all resumes.

7. We can distribute essay questions to the top tier candidates. The essay questions will focus on areas of special interest to the Town.
8. We can conduct a web search of the top candidates and canvas our consultants, to identify potential issues or controversies in other employment situations.
9. We can conduct telephone interviews with the remaining candidates, placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field, and if included, essay responses. We forward the submittals of the top candidates to the client for local interviews with the hiring authority.
10. We can assist and prepare a Screening/Search committee and/or the hiring authority for interviews and facilitate those interviews, providing technical input, if desired.

ADVERTISING ALLOWANCE

We suggest an advertising budget of **\$1,000.00**. Advertising venues will be selected upon consultation with the client and MRI will be reimbursed for advertising expenses.

OPTIONAL – FINAL CANDIDATE BACKGROUND CHECK

Once a candidate and the client have signed a conditional offer of employment, MRI will perform an in-depth background check on the final candidate which shall include, but not be limited to, previous employment, and criminal and motor vehicle records checks for a flat fee of **\$1,500.00**. If the client selects this option, it will be billed separately upon completion.

FEES AND CHARGES

Our services for this recruitment/selection assistance process will be provided at an **hourly rate of \$115.00**. Since this is not a comprehensive recruitment package, the client will pay for only those steps in the process that are authorized by the client.

Recommended Motion:

That the Smithfield Town Council hereby authorizes a request for proposals for executive and professional recruiting services for the hiring of a new Town Manager.

Town of Smithfield

Request for Proposals



RFP # _____

Executive and Professional Recruiting Consultant

Town Manager

Table of contents:

Page 1	RFP # _____ cover sheet
Page 2	RFP Table of Contents & Summary
Page 3	Terms & Requirements
Pages 4-5	Notice to Vendors
Page 6	Information for Vendors
Pages 7 – 14	Details of Broker & Insurer Services Requested
Pages 15 – 19	Bid Form

Summary:

The Town of Smithfield is seeking proposals for an Executive and Professional Recruiting Consultant as outlined in the details contained within.

Sealed proposals may be received at the Finance Office to the attention of the Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am on September 6, 2024 at which time all bids will be publicly opened and read aloud.



Town of Smithfield

Terms and Requirements for Request for Proposal

Item Description: Executive and Professional Recruiting Consultant
Date and Time to be OPENED: 10:00am on Friday, September 6, 2024

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 and time of bid opening. 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. And (1) USB Flash drive is required.
8. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
9. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted. No bid may be withdrawn for a period of thirty (30) days from the date and time of opening.
10. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
11. Bidders must submit a bidder information form to the Smithfield Purchasing Agent upon receipt of specifications.



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 (<https://www.smithfieldri.gov/departments/finance/purchasing-bids/closed-solicitations/-folder-135>)
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 ("*Town*") 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.
16. In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1- 2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO).
The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Dorinda Keene at the MBECO at (401) 574-8670 or via email at Dorinda.Keene@doa.ri.gov.
17. All Town of Smithfield Community Development Block Grant Programs (CDBG) contracts will now include a section on debarred contractors that requires the Town to verify that contractors are not debarred. To that end, we will require all proposers to provide their UEI number so we can verify that they are not debarred.
 - Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are excluded from receiving contracts. The Town of Smithfield will not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the agency head determines that there is a compelling reason for such action. Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are also excluded from conducting business with the Town of Smithfield as agents or representatives of other contractors.

INFORMATION FOR BIDDERS

1. Form of Bid:

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

2. Qualifications of Bidder:

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

3. Commencement of Contract:

The successful bidder shall commence the service upon Bid award. The Town may choose to extend this agreement for a second, third, fourth and fifth year with the agreement of the contractor.

4. Foreign Corporations:

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

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

Bidder further agrees that after notification that the bid has been accepted shall be organized to commence service as stated herein. The Town can as its option renew for a second and third year.

The Bidder will identify business entity as individual, or if doing business under an assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of person executing proposal and bid.

1. Background on the Town of Smithfield:

The Town of Smithfield is a family-oriented community that maintains a high quality of life. Known as “Apple Valley” for the orchards introduced during the 20th century, the Town has grown into a suburban community, with a solid industrial and commercial base.

Smithfield is located in northern Rhode Island and is easily accessed, via Interstate 295 and U.S. Route 44. It is strategically located 50 minutes from Boston, 15 minutes from Providence, and 10 miles from T.F. Green State Airport, the State’s primary hub for air travel. Smithfield is also home to North Central State Airport. Smithfield was founded in 1730, covers 26.7 miles and is home to approximately 22,118 people.

Combining rural and suburban lifestyles, the Town is predominantly residential, with commercial and industrial use development along Routes 7, 116 and 44. Several major roads traverse Smithfield, with Interstate 295 bisecting the Town in a northerly-southerly direction. Several State roads cross the Town in a southeasterly-northwesterly direction. They include Putnam Pike (Route 44), Farnum Pike (Route 104) and Douglas Pike (Route 7). They link the villages of Esmond, Georgiaville, Stillwater, Spragueville and Greenville, whose developments date largely from the nineteenth century. These villages make up much of the Town’s civic and social fabric, steeped in New England tradition. The Town is also graced by a series of seven natural and manmade ponds, which provide recreation and natural beauty for its citizens. Smithfield still retains large, undeveloped, heavily forested lands, including several active apple orchards and farms.

2. Smithfield Town Government:

Since 1994, the Town has operated under the Council/Manager form of government. Partisan elections are held every two years to elect five Council members, who then select a Council President. The Town Manager is appointed by the Council to serve as the administrative head of government. The Manager serves at the pleasure of the Council and may be removed by a majority vote. The Manager appoints all department directors, except the Town Clerk (Clerk of the Council) and the Town Solicitor. The Manager supervises and directs the administration of all Town departments and personnel; however, the general administration of the school system is the responsibility of the School Committee, within the provisions of powers and duties enumerated in the Rhode Island General Laws. The five-member School Committee is elected at-large during regular Town elections and members serve four-year terms. The Committee also appoints the Superintendent of Schools.

The Town provides a range of services to its citizens and businesses, including police, fire, and rescue services, planning, zoning, road maintenance, solid waste collection, recycling, recreation, financial and administrative support services. The Town also operates a public water system that serves one-third of the town. Two other water systems serve the remainder of the Town. In addition, the Town maintains all sewer lines and pumping stations through its Wastewater Treatment Plant. Smithfield continues to evolve into a major recreation provider with its 65-acre Deerfield Park, which houses a very active and expansive Senior Center, Veterans Memorial Park, and Youth Memorial. Additional recreational opportunities are available through the Town-operated ice rink and numerous other recreational parks and ponds. Smithfield also operates two public libraries and a Town Hall.

The Smithfield Town Budget is approximately \$98.9 million for Fiscal Year 2025, and the Town employs approximately 532 full-time equivalent employees, including School Department personnel. The Town Budget is approved by the Town Council during a public hearing in June of each year.

The Public School System enrolls 2,402 students in grades Pre-K - 12 at five school sites. The Rhode Island Department of Education has designated the Smithfield Public Schools as a Generally Strong Performing School District. Approximately 84% of its graduates enroll in post-secondary education. Students participate in a variety of co-curricular activities including: the Arts, athletics, publications, state-level competitions and leadership.

The Police Department is nationally accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

3. Scope of Work:

The consultant shall:

1. Meet with the Town Council and Screening Committee as frequently and for such time as may be necessary to carry out their work.
2. Prepare, in consultation with and approval by the Town Council, a plan for the search, recruitment and selection of a qualified candidate for the position of Town Manager.
3. Assist in establishing a profile of the desired candidate, reflecting the qualities and attributes the Town Council believes the Town Manager should possess. The Town Council believes that the successful candidate will comply with the Code of Ethics of the ICMA and the State of Rhode Island.
4. Create a profile for the Town of Smithfield that encompasses the uniqueness of the community, demographics, economic stability, strong sense of volunteerism, and form of government.
5. Develop and conduct a plan to advertise the position, including preparation of advertisements for publication and listing of professional recruiting avenues.
6. Assist the Town Council in establishing selection criteria for evaluating Town Manager candidates.
7. Utilize the consultant's network of local government professionals and other search activities to recruit a diverse pool of qualified applicants that match the established candidate profile of this position.
8. Identify potential candidates suitable for position and motivate them to apply.
9. Directly receive all applications/resumes. Prepare a recruitment report of all

candidates meeting the requirements of the position profile from the submitted applications with recommendations of possible candidates for review; Specify disqualifying reason for any candidates not recommended.

10. Provide appropriate training and guidance to Screening Committee and Town Council.
11. Assist the Screening Committee in reviewing applications, including provision of preliminary background screening for any candidates to be interviewed.
12. Assist the Screening Committee in vetting and interviewing of candidates, including development of questions, essays, and scenarios, and handling of all scheduling and logistics. Interviews may include initial virtual screenings, but strong preference for semi-final interviews to be in person.
13. Assist the Town Council, collectively and individually in preparing for interviews in executive session.
14. Conduct a full reference and background check (including social media) of the finalists prior to any interview by the Town Council.
15. Assist in negotiating and drafting of employment agreement and terms and conditions with the finalist, generally assist in hiring process up to and including acceptance of an Employment Agreement by the selected candidate as requested by Town Council.
16. Make every effort to successfully complete the requirements of this Contract within 16 weeks from the date of the signed contract.
17. Conduct other related tasks as may be requested by the Town Council.

4. Timeline:

In-person interviews of consultants for this project are tentatively scheduled for September 10, 2024. The Town intends to offer interviews to no more than the top three ranked consultants meeting the minimum qualifications as set forth in this RFP, as determined by the Town Council.

Proposed dates to develop ideal candidate profile (tentative). The Town Council understands that this is an aggressive schedule and may need to be flexible in meeting dates.

- September 6, 2024, at 10:00 AM: Bid Opening
- September 10, 2024: Consultant meets individually with Town Council Members
- September 17, 2024: Consultants meets with Town Council to review profile of ideal candidate.

The Town desires that the consultant make every effort to bring this process to completion within **10 weeks** from the signed contract for services but recognizes that scheduling of various meetings may extend this timeline.

5. Qualifications and Relative Experience:

The Consultant must provide documentation that he/she has experience an Executive and Professional Recruitment Consultant as follows:

1. Minimum of five (5) years' experience being a Consultant in the profession recruitment field;
2. Experience providing similar services to municipalities of similar size and type as the Town of Smithfield; and
3. All documented experience must be within the past five (5) years.

6. Proposal Content:

At a minimum, the proposal must include the following information to be considered for the engagement. For ease of review, each requirement should be addressed separately.

- Cover Letter
- A cover letter, which will be considered an integral part of the proposal package, in the form of a standard business letter, must be signed by an individual authorized to bind the proposer contractually. This cover letter must indicate the signer is authorized and must indicate the signer's title or position. An unsigned proposal will be rejected. The cover letter must also include a statement that the proposal meets all requirements of this RFP, and that the offer tendered by the proposal will remain in full force and effect until and may be accepted by the Town at any time prior to 90 days beyond the deadline for submittal.
- Statement of Minimum Qualifications
- References
 - Please provide at least three (3) references from prior engagements of similar size and scope of the services being requested by the Town. Reference checks will be conducted for each finalist.
 - Please list the most significant engagements performed in the last three (3) years that are similar to the engagement listed in this RFP. References for information technology and/or similar professional recruitments are desirable.
- Fee Proposal
 - Proposers must submit a fixed-cost proposal in the format prescribed in Appendix A. Any deviation from the prescribed format, which in the opinion of the Town is material, may result in the rejection of the proposal. The proposed fee shall include all costs and expenses for providing the services and equipment as described in this RFP, and any agreed-upon extended warranties that are associated with initial installation. The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract. Responders may either include all expected travel costs as part of their overall "not to exceed" cost for the work to be performed under this RFP or they must provide their best estimate for all travel expenses they expect to incur in performing the services required by this RFP.
- Recruitment Methodology
 - The submission should set forth a work plan, including an explanation of the methodology to be followed for services as described in Section 3.

7. Evaluation Process; Methodology of Awarding Contract:

- All proposals will be reviewed to determine if they contain all the required information specified in this RFP. Those not submitting all required information in the prescribed format will be rejected.
- All proposals will be evaluated in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations with the Town.
- Please note that presentations have been tentatively scheduled per the timeline included in this RFP. If your company is invited to give a presentation to the Town Council, these dates may not be flexible.
- In preparing responses, proposers should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the Town in selecting the most qualified proposer for this contract. The Town will consider the following factors in the evaluation process. Fees will be one of the determining factors in this decision but will not be the primary determinative. The following is the evaluation criteria that will be used.

Experience:	10%
References:	10%
Bid Amount:	40%
Proposed methodology and work plan	20%
Ability to perform described services:	20%

- A presentation and/or demonstration may be requested by short-listed proposers prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.
- Nothing in this RFP or any resulting contract shall preclude the Town from procuring services similar to those described herein by other sources. During the evaluation process, proposers may be requested to provide additional information and/or clarify contents of their proposal. Other than information requested by the Town, no proposer will be allowed to alter the proposal or add new information after the filing date.

8. MISCELLANEOUS:

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the Town of Smithfield against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The Town is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the Town is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The Town of Smithfield reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The Town of Smithfield reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

APPENDIX A - BID FORM



Town of Smithfield

Item Description: **Executive and Recruiting Consultant**
Date and Time to be **OPENED**: 10:00am on Friday, September 6, 2024

VENDER: _____

NUMBER & STREET: _____

CITY/STATE/ZIP: _____

CONTACT PERSON: _____

PHONE NO.: _____ E-MAIL: _____

Total Fee Not to Exceed: _____ (Numerical)

_____ (In Words)

Please check and complete one of the following statements as it pertains to travel related expenses:

<input type="checkbox"/>	The above costs DO include all expected travel expenses and said expenses will not be billed separately to the Town.
<input type="checkbox"/>	The above costs DO NOT include all expected travel expenses and said expenses will be billed separately to the Town. (If you select this statement as your response, you must complete the next question as well.)
<input type="checkbox"/>	Responder estimates that travel expenses to be incurred for work to be performed relative to this RFP per the terms of said policy will total an amount not to exceed _____

REPRESENTATIVE NAME (PRINT): _____

REPRESENTATIVE SIGNATURE: _____

Recommended Motion:

That the Smithfield Town Council hereby authorizes a Memorandum of Understanding with Bryant University.

MEMORANDUM OF UNDERSTANDING
with respect to
VOLUNTARY PAYMENTS AND COMMUNITY CONTRIBUTIONS
to be made to the
TOWN OF SMITHFIELD, RHODE ISLAND
by
BRYANT UNIVERSITY

Dated as of August 20, 2024

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

The Town	The Town of Smithfield, Rhode Island (the “Town”), is a municipal corporation, located in The State of Rhode Island, having a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, Attention: Town Manager.
Bryant	Bryant University (the “University” or “Bryant”) is an independent, private, non-profit, tax-exempt, Rhode Island institution of higher education existing pursuant to the laws of the State of Rhode Island, having a mailing address of 1150 Douglas Pike, Smithfield, RI 02917, Attention: University President.

II. INTRODUCTION AND GUIDING PRINCIPLES

This Memorandum of Understanding (“Memorandum” or “Agreement”) between Bryant University and the Town of Smithfield sets forth the understandings of the parties with respect to voluntary payments and community contributions (as defined below) to be provided to the Town by the University. Bryant and the Town are collectively referred to as the “Parties.”

By entering into this Memorandum, the University acknowledges the importance of the relationship between the University and the Town and, therefore, agrees to make voluntary payments and community contributions to the Town. The parties recognize that the University, like other non-profit organizations, provides substantial economic and non-economic benefits to the Town and the community. In entering into this Memorandum the parties are guided by the following principles:

- Private institutions of higher education are vital and important. The Town of Smithfield recognizes and affirmatively supports the continued growth, success and financial sustainability of Bryant University.

- The continued growth, success and financial sustainability of the Town of Smithfield is critically important to the University.
- The Town of Smithfield and Bryant University are committed to cooperatively working together toward common goals and objectives.
- The Town recognizes and proactively supports growth and activities by the University that generate employment, purchasing and consumption, which contributes to positive economic development, and in the case of commercial partnerships and similar developments produces direct tax revenue. The Town and the University will work together to foster and promote these activities in the knowledge that they are mutually beneficial.
- The Town and the University recognize and acknowledge the demographic and fiscal challenges which are currently impacting higher education as a sector and that those challenges will remain a factor over the course of the term of this Memorandum.
- The University recognizes and honors the services the Town provides and the learning and living environments the Town fosters and desires to make long-term voluntary financial commitments to the Town to support those services and efforts.

III. DURATION OF THIS MEMORANDUM

This Memorandum shall have an effective date of July 16, 2024 (the “Effective Date”) and continue in effect until June 30, 2034 (the “Term”), subject to exercise by Bryant and the Town of an option to renew until June 30, 2043 (the “Renewal Term”), unless sooner terminated as provided herein.

IV. ENTIRETY OF THIS MEMORANDUM

Reference is made to that certain Memorandum of Agreement between the Town and the University dated March 1, 2014 with a first amendment expiration date of July 15, 2024, and a second amendment expiration date of August 31, 2024 (as amended, the “**2014 MOA**”). Except as set forth in the following sentence, this Memorandum replaces in its entirety the 2014 MOA. As of July 16, 2024, the 2014 MOA is fully terminated, and all of its terms and conditions and all obligations of all parties contained therein are of no further force or effect. References herein to “fiscal years” shall mean the years ended June 30.

V. VOLUNTARY PAYMENTS

The University is committed to making defined, annual voluntary payments at a mutually agreeable amount (the "**Voluntary Payment**"). The first Voluntary Payment for fiscal year 2025 will be made to the Town within 60 days of execution of this agreement and will be prorated from July 15, 2024 to June 30, 2025. All subsequent payments will be made on or about July 1st of the fiscal year in which it is expected. The amount of the Voluntary Payment for Bryant University to the Town of Smithfield for each of the ten (10) applicable fiscal years and ten (10) optional fiscal years of the Town is listed in the schedule in **Exhibit A**.

For the duration of this Agreement and so long as the University abides by the provisions of this Agreement, the Town will develop and make public on an annual basis an accounting of how the Voluntary Payments to the Town have been expended.

VI. OTHER COMMUNITY CONTRIBUTIONS TO THE TOWN OF SMITHFIELD

The parties recognize that the University has and will continue to make a broad range of community contributions to the Town, including financial and in-kind contributions ("Community Contributions"). The University acknowledges the goal of making and reporting annual voluntary Community Contributions (the "**Community Contributions**") in an amount equal to or greater than the annual amount listed in **Exhibit B**. The goal amount of the Community Contribution for the University for each of the ten (10) applicable fiscal years and ten (10) optional fiscal years of the Town is listed in the schedule in **Exhibit B**. In agreeing to this provision, the Town and the University acknowledge and agree that Community Contributions may vary from year to year and not achieving the stated goal will not result in any negative consequences for the University or an expectation of increased Voluntary Payments.

No later than September 30th of each fiscal year, beginning September 30, 2026, following the first year that this Memorandum is in effect, the University will submit a report and accounting to the Town of the Community Contributions for the immediately prior fiscal year. The Community Contributions will be specific items with quantified monetary values and provided with sufficient detail to be understood.

As part of this obligation to make Community Contributions, the University shall annually award, in every year that this Agreement is in effect, the Smithfield Academic Achievement Scholarship ("Scholarship"), a full 4-year tuition scholarship, to a Smithfield High School graduate who finishes in the top 10% of their class, meets Bryant's admission requirements, and maintains a minimum GPA of 2.85 while attending the University. The Scholarship selection shall be awarded in order of class rank, with the valedictorian being the first offered and proceeding until the next highest-ranking member of the senior graduating class accepts.

In addition, other examples of Community Contributions can include (subject to any legal restrictions, regulations, or applicable law):

- Tax revenue generated by commercial leases in properties owned by the University.
- Services provided by the University in lieu of the Town in public spaces (*e.g.*, trash removal, snow removal, maintenance and repair of public ways).
- Scholarships and financial aid provided by the University to residents of the Town of Smithfield (including for summer and high school programs).
- Voluntary contributions to and financial support of K-12 education, including Smithfield Public Schools District, public charter schools serving Town of Smithfield residents, and non-profit organizations supporting K-12 education.

- Voluntary assistance and services provided to Town employees (including but not limited to admission to the Women’s Summit, certificate programs, and college classes.
- Voluntary contributions and payments to public spaces, resources and parks.
- Voluntary contributions to and financial support of Town- and public-serving non-profit organizations.
- Voluntary contributions or public safety personnel staffing (*e.g.*, providing funding, at their own discretion, for police details in the neighborhoods) and of dedicated space and facilities provided for exclusive use by the Town (*e.g.*, Smithfield Police substations hosted by the University).
- Providing reasonable access to Bryant’s athletic fields to the Town’s public school athletic teams consistent with NCAA rules and regulations.
- Providing use of its pool at discounted rates consistent with NCAA rules and regulations.
- Participation in the Finance Academy program at Smithfield High School, where students may earn college credits for courses delivered by Bryant faculty.
- Providing Town organizations use of some of its facilities for meetings and conferences without charge.
- Providing senior members of the University for assistance with economic development efforts, facilitation of Town and School strategic plans, and other forms of in-kind services.
- Providing land for the Smithfield Dog Park in an annual amount of \$21,500.
- In-kind and other forms of non-financial support for programs, services and activities directly benefiting the Town of Smithfield and its residents.

VII. MISCELLANEOUS

- During the Term and any Renewal Term, and so long as the University has not materially breached this Memorandum, the Town shall not challenge or otherwise contest or seek to amend or circumvent through ordinance or statute or enabling legislation or challenge through a lawsuit or any other means the tax-exempt status of the University as recognized and affirmed by the Constitution of the State of Rhode Island and Section 501(c)(3) of the Internal Revenue Code. The Parties acknowledge and agree that this Agreement fulfills the requirements of a “memorandum of agreement” in lieu of the Town directly billing the actual costs for police, fire, and rescue services supplied to the University, as set forth in R.I. Gen. Laws §44-3-3(8).
- During the Term and any Renewal Term, the Town and the University further agree as follows:
 - The University will inform Town officials of any grants for which it intends to apply and for which the Town is also eligible to apply. Furthermore, the University will share potential grants for which a cooperative application may be submitted which will benefit the Town and the University economically,

culturally, and/or environmentally.

- The Town understands that for the University to continue to be successful, meet the needs of its students, and be able to satisfy the payments and contributions set forth in this Agreement, the University will from time to time seek planning, zoning, and other regulatory reviews and approvals. The Town, and on the Town's behalf its employees and agents, shall expedite all University fillings and projects necessitating Town regulatory review and/or approval, within the parameters and limitations of any existing Rhode Island laws, as well as any existing Town ordinances and regulations.
- The Town's administration shall make best efforts to support Bryant's Vision 2030 Strategic Plan with respect to the Town's master planning processes.
- During the Term and any Renewal Term, the Town shall refrain from incremental requests for additional Voluntary Payments.
- After Acquired Property. If, at any time while this Agreement is in effect, the University acquires any additional parcel or parcels of real estate in the Town with an individual assessed value of *less than or equal to* One Million Five Hundred Thousand Dollars (\$1,500,000.00), such parcel or parcels shall be considered tax-exempt. In the absence of an agreement between the Town and the University to the contrary, if, at any time while this Agreement is in effect, the University acquires any additional parcel or parcels of real estate in the Town with an assessed value of *greater than* One Million Five Hundred Thousand Dollars (\$1,500,000.00) ("After Acquired Property"), then such After Acquired Property, as well as any improvements made thereto, shall be subject to assessment and taxation in the same manner as any like-kind nonexempt property; provided however, the University shall have the same rights afforded to all property owners with respect to contesting taxes assessed on property owned by the University. In addition, the Parties agree that any University property which by prior agreement between the Parties is currently assessed and taxed by the Town shall continue to be assessed and taxed by the Town as nonexempt property during the term of this Agreement.
- The Town has taken commercially reasonable efforts to review its tax assessment and tax payment records and represents and warrants to the University that the University is in full compliance with, and has paid all taxes, fees, and other charges due to the Town as of the Effective Date.
- The Town and University each acknowledge and agree that the other party is in full compliance with the 2014 MOA as of the Effective Date of this Agreement.
- Voluntary Undertakings. The Parties agree that this Memorandum is a voluntary undertaking by the University that was entered into even though the properties utilized by the University are exempt from taxation and that the parties expect that such tax exemption will continue into the future. In the event, however, that Other Payments or Taxes (as defined in this Memorandum), or Newly Permitted Taxes (as hereinafter defined) are imposed upon University or their properties in the future that were not imposed upon the University or their properties in the future that were not imposed

upon the University or their properties (including After Acquired Property) as of the Effective Date the University may elect, in writing and at its sole and absolute discretion, to immediately terminate this Agreement (the "Termination Right"). For the purpose of interpreting this Section only, the parties agree that the Town may challenge the tax-exempt eligibility of any particular parcel, subject to the University's Termination Right, based upon the use of such property utilizing any challenge that is legally available to the Town as of the Effective Date.

- Tax-Exemption. The parties agree that nothing in this Memorandum affects, alters, diminishes or increases the legal status, force, or effect of the University's tax exemption. The University represents to the Town that it is a charitable corporation and is exempt from federal income taxes under § 501(c)(3) of the Internal Revenue Code, as amended.
- Change in Laws. The Town agrees that, if at any time after the date of this Memorandum, there is a change in state laws, including, without limitation, by statute or court opinion, resulting in the imposition of a tax whether in the nature of a user fee or otherwise (or there is an obligation in the nature of a real estate tax, regardless of the basis upon which the tax is calculated, or there is an obligation that has the effect of such a tax) (collectively, "Newly Permitted Taxes"), with the result in any such event that would permit the Town to tax, assess, or charge the University, the Town shall be estopped from and agrees not to assess, charge, or tax the University such Newly Permitted Taxes during the Term or Renewal Term of this Agreement. Notwithstanding anything to the contrary in this Section (Change of Laws), in the event that the Newly Permitted Taxes exceed twenty percent (20%) of the annual Voluntary Payment for the then-current fiscal year, the Town shall have the right, with thirty (30) days prior written notice to the University, to terminate this Memorandum. Notwithstanding anything to the contrary in this MOA, this Section (Change of Laws) shall not apply to any After Acquired Property with an assessed value of greater than One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- Other Payments or Taxes. If, while this Memorandum is in effect, the Town assesses or imposes any taxes, fees, charges, or payments that are not in effect as of the date this Memorandum is executed ("Other Payments or Taxes") in respect to University's tax-exempt properties other than After Acquired Property, or that have the effect of a tax on the University or on the University's currently tax-exempt property or currently tax-exempt operations, then in addition to any other right that the University may have, the University may contest the making of such Other Payments or Taxes and/or may offset (i.e., deduct) such Other Payments or Taxes from the Voluntary Payment or other payments volunteered to be made under this Memorandum and pay the Other Payments or Taxes under protest reserving the University's rights. The term "Other Payments or Taxes" shall exclude water and sewer use charges and the like, and other fees charged to property, but only if they are uniformly applicable to similar property (regardless of ownership or use) in the Town. In no event shall a decision by the University to continue this Memorandum in effect despite the imposition of Other Payments or Taxes constitute or be construed as an admission that such Other

Payments or Taxes may lawfully be imposed. The University reserves the right to challenge the imposition of Other Payments or Taxes regardless of whether it chooses to continue this Memorandum in effect. The term Other Taxes or Payments shall exclude any property taxes that could be lawfully assessed or imposed as of the date of this Memorandum upon the University, or upon any property of the University, based upon the use of such property.

- Notice of Intent Not to Pay. The University's voluntary undertaking to make the Voluntary Payments described in this Memorandum has been memorialized in this Memorandum to permit the Town to take into account such payments when it prepares budgets for the Town. With regard to any payments referred to in this Memorandum, it will be the University's decision on a yearly basis whether to make such payments due during a fiscal year, and the University will give notice to the Town of such decision at least fourteen months before the fiscal year in which such payments will not be made.
- Each Party represents and warrants to the other that (a) it has the full right and legal authority to enter into and fully perform this Agreement, in accordance with the terms of this Agreement, (b) this Agreement, when executed and delivered by said Party, will be a legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement, and (c) the execution and delivery of this Agreement has been duly authorized by such Party, and such execution and delivery and the performance of its obligations hereunder do not and will not violate or cause a breach of any other agreement, statute, law, ordinance, or obligation to which it is a Party or by which it is bound. The Parties further represent and warrant that each has complied with and is in compliance with all applicable federal, state, and local laws, orders, and regulations, at all times during the period of this Agreement. The Town represents and warrants to Bryant that it has received all required approvals from the Town Council and Town Manager to enter into this Agreement and that its entry into this Agreement has been authorized in accordance with all applicable laws and regulations.
- If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, a valid provision that most closely matches the intent of the original shall be substituted and the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect its original intent. No delay or omission by a party to exercise any right or power occurring upon any breach or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, United States of America, without regarding to conflicts of laws principles. The parties hereby irrevocably and unconditionally consent to submit to the jurisdiction of state and federal courts located in Providence, Rhode Island for any actions, suits or proceedings arising out of or relating to this Agreement (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts).

- The rights and remedies provided to Bryant in this Agreement are to be cumulative of and in addition to any other remedies provided at law or in equity. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and, as the case may be, their respective successors in interest.
- Notice. Any notice to be sent pursuant to this Agreement shall be sent by certified mail, return receipt requested, to the address set forth in Section 1 of this Agreement.
- General. Captions and section titles are for convenience of reference only, and shall not be used to construe this Memorandum. References to a Section include subsections thereof. The term "including" shall be interpreted to mean "including without limitation," unless the context otherwise expressly specifies. Footnotes and italicized explicative provisions are material parts of this Memorandum as fully as if set forth in the body of this Memorandum in regular typeface. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one instrument. This Memorandum constitutes the entire understanding between the parties and supersedes all previous discussions, negotiations, and agreements between the Town and the University with respect to the understandings herein. Any amendment or modification of this Agreement shall be by written agreement executed by authorized representatives of both Parties.

[signature page immediately follows]

IN WITNESS WHEREOF, each of the parties has caused this Memorandum to be executed by their respective duly authorized officers as of this ____ day of August 2024.

BRYANT UNIVERSITY

By: _____
Name: Ross Gittell
Title: President

TOWN OF SMITHFIELD

By: _____
Name: T. Michael Lawton
Title: Town Council President

By: _____
Name: Randy R. Rossi
Title: Town Manger

EXHIBIT A
VOLUNTARY PAYMENTS SCHEDULE

10-Year Agreement

Fiscal Year	Voluntary Ongoing Payment	Voluntary Non-Recurring Payment	Annual Total
2025	\$525,000	\$125,000	\$650,000
2026	525,000	125,000	650,000
2027	525,000	125,000	650,000
2028	535,500	64,500	600,000
2029	548,888	51,500	600,388
2030	562,610	37,400	600,010
2031	576,675	24,000	600,675
2032	591,092	9,000	600,092
2033	605,869	-	605,869
2034	621,016	-	621,016
Total (2025-2034)	\$5,616,649	\$561,400	\$6,178,049

Optional 10-Year Renewal

Fiscal Year	Voluntary Ongoing Payment
2035	\$638,094
2036	655,641
2037	673,671
2038	692,197
2039	711,233
2040	732,570
2041	754,547
2042	777,183
2043	800,499
044	824,514
Total (2035-2044)	\$7,260,150

Escalator:	Years 4 = 2.0% Years 5-10 = 2.50% Years 11-15 = 2.75% Years 16-20 = 3.0%
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EXHIBIT B - COMMUNITY CONTRIBUTIONS SCHEDULE

10-Year Agreement

Fiscal Year	Voluntary Ongoing Community Contribution
2025	\$500,000
2026	500,000
2027	500,000
2028	510,000
2029	522,750
2030	535,819
2031	549,214
2032	562,945
2033	577,018
2034	591,444
Total (2025-2034)	\$5,349,189

Optional 10-Year Renewal

Fiscal Year	Voluntary Ongoing Community Contribution
2035	\$607,708
2036	624,420
2037	641,592
2038	659,236
2039	677,365
2040	697,686
2041	718,616
2042	740,175
2043	762,380
2044	785,251
Total (2035-2044)	\$6,914,428

Escalator:	Years 4 = 2.0% Years 5-10 = 2.50% Years 11-15 = 2.75% Years 16-20 = 3.0%
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ZONING ORDINANCE AMENDMENT

THE TOWN OF SMITHFIELD HEREBY ORDAINS:

ARTICLE 9 – SPECIAL DISTRICTS

9.5 CONTAMINATED GROUNDWATER OVERLAY DISTRICT

A. Legislative Intent.

A Contaminated Groundwater Overlay District (hereinafter “groundwater overlay district”) is hereby established in order to protect public health and safety by prohibiting the use of groundwater for irrigation or potable purposes as herein defined in an area including and proximate to the Davis Liquid Waste Superfund Site at 167 Tarkiln Road and encompassing the contaminated groundwater underlying that property.

The groundwater overlay district is superimposed on current zoning districts. Applicable activities/ uses allowed in a portion of one of the underlying zoning districts which fall within the groundwater overlay district must additionally comply with the requirements of this district. Uses permitted in the underlying zoning districts in conflict with this ordinance shall not be permitted in the groundwater overlay district.

B. Prohibition of Use of Groundwater for Irrigation or Potable Purposes.

1. In connection with the remediation of the Davis Liquid Waste Superfund Site located at 167 Tarkiln Road, the use of groundwater for irrigation or potable purposes under certain real property located in the groundwater overlay district as herein defined is hereby prohibited. For the purposes of this ordinance, “potable purposes” is defined to mean use for drinking water, cooking, or other activities involving direct human contact (such as use in swimming pools).

2. The real property in the groundwater overlay district is set forth on the list attached hereto as Exhibit A and incorporated herein. A map showing the real property that is included in the groundwater overlay district is attached hereto as Exhibit B and incorporated herein, and a copy of the map shall be maintained in the Office of the Building Official. Only that real property within the groundwater overlay district as shown on Exhibit B is subject to this ordinance. Exhibit A and Exhibit B shall include any new lot created as a result of any legal subdivision or any combining, consolidating of land (“lot consolidation”) within the groundwater overlay district.

3. The placement and use of a well for irrigation or potable purposes on the real property subject to this ordinance is hereby prohibited.

4. The three exceptions to the prohibition on wells in the groundwater overlay district are those that are currently in use at the following locations: 432 Log Road (Assessor’s Plat 50, Lot 27E), 520 Log Road (Assessor’s Plat 50, Lot 31), and 524 Log Road (Assessor’s Plat 50, Lot 31). This exemption is only valid if the owner of the said property allows access to EPA and RIDEM to any well located on said property for the purposes of sampling the water supply. If at any point the sampling and analysis results for any of the said three wells detect contaminants identified with the groundwater being

remediated that exceed drinking water standards, site specific groundwater cleanup levels, or other human health risk based standards, the well(s) that exceed said standard(s) will become subject to the terms of the groundwater overlay district, will be capped and an alternative source of drinking water will be provided to the property owners by the Settling Defendants in U.S. vs. Ashland, Case 1:11-cv-00558-M-DLM.

C. Enforcement.

The Town Engineer and Building Official are authorized to issue notices of violation relating to this Section 9.3. Enforcement of the provisions of Section 9.3 shall be in accordance with Section 10.6 of the Zoning Ordinance. The Town Engineer shall also provide to the Project Manager of the Davis Liquid Waste Superfund Site at the Rhode Island Department of Environmental Management, the Project Manager of the Davis Liquid Waste Superfund Site at the Environmental Protection Agency and the Director of the Rhode Island Department of Health a copy of any and all notices at the time that they are issued for any violations of this ordinance.

D. Exemptions.

The prohibitions imposed herein on the groundwater overlay district shall not apply to the use of groundwater from any monitoring well installed in connection with the investigation or remediation of the Davis Liquid Waste Superfund Site or by any federal, state or local governmental authority.

E. District Boundary Disputes

If the location of a particular parcel in relation to the groundwater overlay district boundary is in doubt, resolution of boundary disputes shall be through a Special Permit application. The burden of proof shall be upon the owner(s) of the land (including any expenses) to demonstrate where the boundaries of the district with respect to their individual parcel(s) of land should be located.

F. Notification.

The Town Manager or designee shall mail a copy of this ordinance to the owners of all properties included within the groundwater overlay district as listed in the records of the Tax Assessor within 90 days of ordinance passage. The Town Manager or designee shall also mail a copy of this ordinance to any new record owner of property located within the groundwater overlay district within 90 days of recordation of ownership change in the records of the Tax Assessor. Failure to receive a copy of this ordinance or lack of notice thereof shall not be a defense to a violation of the terms of this ordinance.

G. Conflicting Provisions.

All ordinances and part of ordinances that are in conflict with or inconsistent with this ordinance are hereby repealed.

H. Saving Clause

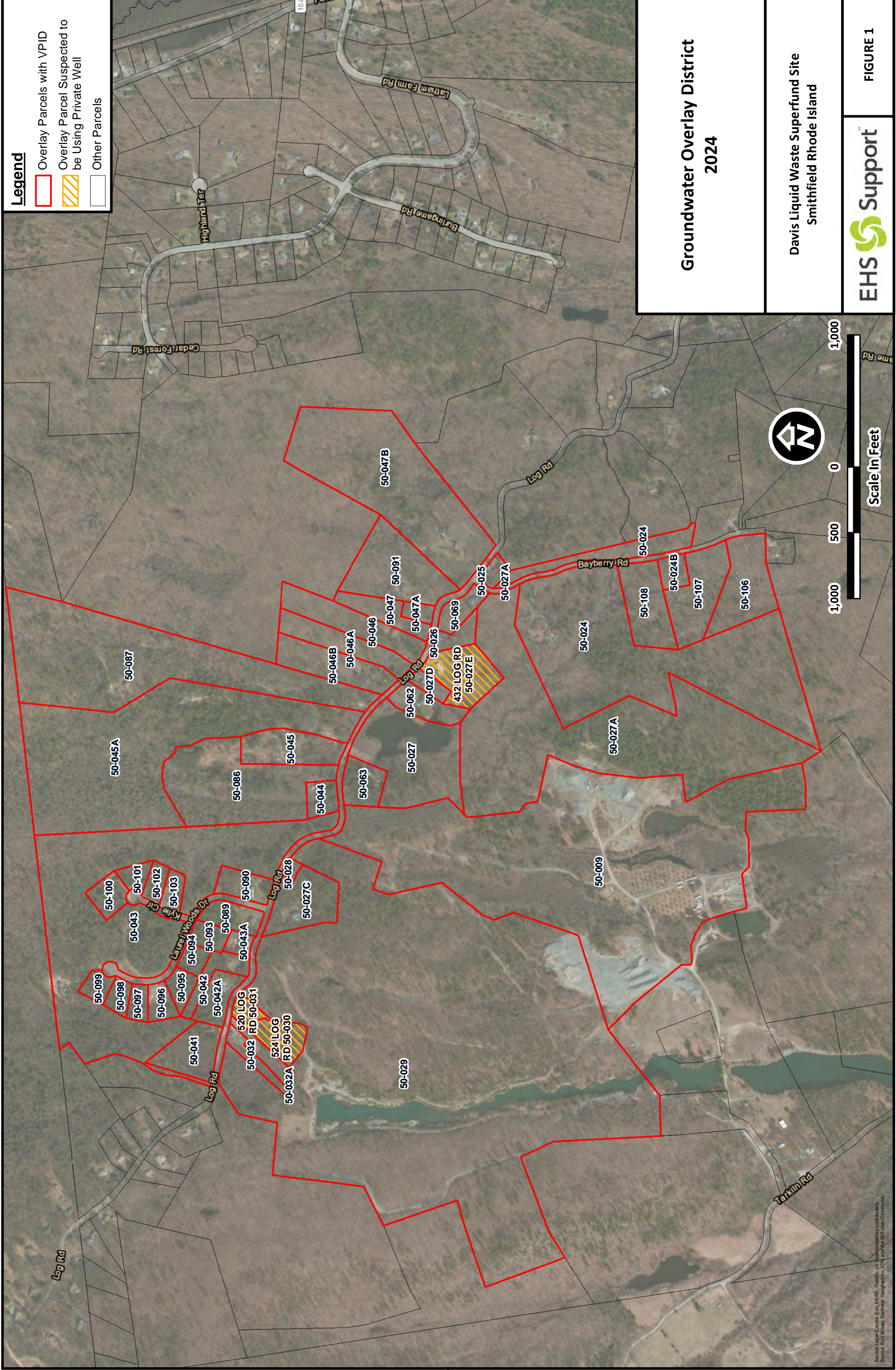
Should any section or provision of this ordinance be declared invalid, such a decision shall not affect the validity of the ordinance as a whole or any other part thereof.

I. Effective Date.

This ordinance amendment shall take effect upon adoption.

ZONING ORDINANCE AMENDMENT
APPROVED AS TO FORM:

Anthony M. Gallone, Jr., Esq.
Town Solicitor



Legend

- Overlay Parcels with VPID
- Overlay Parcel Suspected to be Using Private Well
- Other Parcels

**Groundwater Overlay District
2024**

Davis Liquid Waste Superfund Site
Smithfield Rhode Island



FIGURE 1





TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: August 20, 2024
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 = \$7,136.19

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$7,136.19

The abatements contained herein are submitted
for your approval by:

A handwritten signature in black ink, appearing to read "Christopher Celeste".

Christopher Celeste, RICA
Assessor

