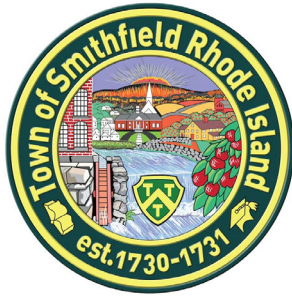


SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
September 17, 2024



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, SEPTEMBER 17, 2024
6:00 P.M. – EXECUTIVE SESSION
7:00 P.M. – OPEN SESSION**

6:00 P.M. EXECUTIVE SESSION AGENDA

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Adrienne Cinelli for possible appointment to a Town board or commission, Section 42-46-5(a)(5) Real Estate; potential acquisition of real property, and Section 42-46-5(a)(2); Pending Litigation (Superior Court C.A. No. PC2009-0843 and Rhode Island Supreme Court No. 2021-279-Appeal, Erin Beaudry, in her capacity as Personal Representative of the Estate of Armand Beaudry v. Randy Rossi, in his capacity as Finance Director/Treasurer for the Town of Smithfield.)

7:00 P.M. OPEN SESSION AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations: None
- VI. Minutes:
 - A. Move that the minutes of the September 3, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Gail Dwyer, Deana Mills, Felicia Mahar, and Frank Smith for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed.
 - B. Move that the minutes of the September 3, 2024 open session meeting be approved as recorded.
- VII. Consider, discuss, and act upon the following possible appointments and

reappointments:

- A. Conservation Commission appointment with a term expiring in July of 2027.
- B. Zoning Board reappointment with a term expiring in May of 2025.
- C. Johnston-Smithfield Juvenile Hearing Board reappointment with a term expiring in September of 2025.
- D. Johnston-Smithfield Juvenile Hearing Board reappointment with a term expiring in September of 2027.

VIII. Public Hearings:

- A. Schedule a public hearing on October 15, 2024 to consider and act upon Code of Ordinance amendments to add Chapter 29 entitled “Ethical Guidelines for Municipal Appointed and Elected Officials” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
- B. Schedule a public hearing on October 15, 2024 to consider and act upon the Smithfield Wastewater Treatment Facility Plan amendment application to RIDEM in regards to the reallocation of reserved sewer capacity in anticipation of the Sand Trace Development.

IX. Licenses: None.

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon authorizing the Town Manager to enter into contract with Alta Equipment Company of Hookset, NH for a sole source purchase of one (1) new infield groomer for the Parks Department in the amount of thirty-eight thousand, eight hundred dollars and zero cents (\$38,800.00).
- B. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Connecticut State Contract #15PSX0017, with Freightliner of Hartford, Inc. of East Hartford, CT for the purchase of one (1) new stainless steel spreader for the Parks Department in the amount of twenty-seven thousand, five hundred forty-two dollars and zero cents (\$27,542.00).
- C. Consider, discuss, and act upon adopting a resolution authorizing the financing of the purchase of a new infield groomer and a new stainless steel spreader for the Parks Department through the Smithfield Capital Lease Fund.
- D. Consider, discuss, and act upon authorizing a bid award for a 20 Year Wastewater Treatment Facilities Operations and Maintenance Contract.

- E. Consider, discuss, and act upon authorizing a bid award for the East Smithfield Neighborhood Center Phase 2 rehabilitation and renovations funded by the Community Learning Center Municipal Grant.
- F. Consider, discuss, and act upon a bid award for executive and professional recruiting services for the hiring of a new Town Manager.
- G. Consider, discuss, and act upon rescinding a request for proposals for executive and professional recruiting services for the hiring of a new Town Manager.
- H. Consider, discuss, and act upon authorizing the role and responsibilities of the Town Manager Evaluation Committee.
- I. Consider, discuss, and act upon canceling the November 5, 2024 Town Council meeting.
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: September 13, 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.

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, September 3, 2024

Place: Smithfield Town Hall

Time: 6:30 P.M.

Present:

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

I. President Lawton calls the Tuesday, September 3, 2024 Smithfield Town Council Meeting to order at 7:00 p.m.

II. President Lawton offers a prayer

III. Salute to the flag

IV. Emergency Evacuation and Health Notification

V. Presentations: None

VI. Minutes:

A. Move that the minutes of the August 20, 2024 open session meeting be approved as recorded.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the August 20, 2024 open session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

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

VIII. Public Hearings: None

IX. Licenses:

A. Consider, discuss, and act upon approving fifteen (15) One-Day Special Event Licenses for Seven Cedars Farm for “Haunted Hayrides”, 20 John Mowry Road on the following dates:

- **Friday, September 27, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, September 28, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Friday, October 4, 2024 from 6:00 p.m. to 11:0 p.m.**
- **Saturday, October 5, 2024 from 6:00 p.m. to 11:00 p.m.**

- **Friday, October 11, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, October 12, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Sunday, October 13, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Friday, October 18, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, October 19, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Sunday, October 20, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Friday, October 25, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, October 26, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Sunday, October 27, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Friday, November 1, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, November 2, 2024 from 6:00 p.m. to 11:00 p.m.**

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

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve fifteen (15) One-Day Special Event Licenses for Seven Cedars Farm for “Haunted Hayrides”, 20 John Mowry Road on the following dates:

- **Friday, September 27, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, September 28, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Friday, October 4, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, October 5, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Friday, October 11, 2024 from 6:00 p.m. to 11:00 p.m.**
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- **Sunday, October 27, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Friday, November 1, 2024 from 6:00 p.m. to 11:00 p.m.**
- **Saturday, November 2, 2024 from 6:00 p.m. to 11:00 p.m.**

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

Motion is approved by a unanimous 5/0 vote.

B. Consider, discuss, and act upon approving three (3) One-Day Special Event Licenses for Seven Cedars Farm for “Non-Scare Hayrides”, 20 John Mowry Road on the following dates:

- **Wednesday, October 16, 2024 from 6:00 p.m. to 8:30 p.m.**
- **Wednesday, October 23, 2024 from 6:00 p.m. to 8:30 p.m.**
- **Wednesday, October 30, 2024 from 6:00 p.m. to 8:30 p.m.**

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

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve three (3) One-Day Special Event Licenses for Seven Cedars Farm for “Non-Scare Hayrides”, 20 John Mowry Road on the following dates:

- Wednesday, October 16, 2024 from 6:00 p.m. to 8:30 p.m.
- Wednesday, October 23, 2024 from 6:00 p.m. to 8:30 p.m.
- Wednesday, October 30, 2024 from 6:00 p.m. to 8:30 p.m.

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

Motion is approved by a unanimous 5/0 vote.

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

- **Private Party to be held on Sunday, September 29, 2024 from 11:00 a.m. to 3:00 p.m., with a rain date of Sunday, October 6, 2024**

The party will take place at Seven Cedars Farm, 20 John Mowry Road from 11:00 a.m. to 3:00 p.m., as applied, subject to all State regulations, local ordinances and proof of insurance.

Member Tassoni questions the Seven Cedars Farm insurance and if the Town is indemnified. Town Clerk Antonuccio states that she has not seen the insurance policy yet.

John Emin the owner of Seven Cedars Farm explains that the Town is not on the policy because it does not involve the Town. Member Tassoni states that the Town is issuing him the license. Mr. Emin does not understand how this involves the Town.

Member Tassoni questions what would happen if the Town allows the farm to have the license, someone leaves the facility, gets in a car accident and kills someone. Mr. Emin states that the farm is responsible. Member Tassoni believes the Town is also liable because they are issuing the license for the appropriate party. Mr. Emin states that while this is a good point, it is not one he has considered.

Solicitor Gallone explains the following: This is like every other license, and the Town is covered by its own insurance policy. As a legislative body, the Town is giving out a license subject to state regulations and local ordinances.

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

- Private Party to be held on Sunday, September 29, 2024 from 11:00 a.m. to 3:00 p.m., with a rain date of Sunday, October 6, 2024

The party will take place at Seven Cedars Farm, 20 John Mowry Road from 11:00 a.m. to 3:00 p.m., as applied, subject to all State regulations, local ordinances and proof of insurance.

Motion is approved by a unanimous 5/0 vote.

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon authorizing the Police Department to purchase three (3) fully equipped police vehicles, through the Plymouth County contract bid, from Colonial Municipal Group of Plymouth MA in the amount of two hundred eleven thousand, eight hundred forty-six dollars, and seventy-nine cents (\$211,846.79) and financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.**

Deputy Chief Michael Smith explains the following: He is requesting authorization on behalf of the Police Department to purchase three (3) fully equipped police vehicles, through the Plymouth County contract bid, from Colonial Municipal Group of Plymouth MA in the amount of two hundred eleven thousand, eight hundred forty-six dollars, and seventy-nine cents (\$211,846.79).

Vice President Iannotti questions the number of installments that are to be made. Town Manager Rossi states that there are four (4) installments. Vice President Iannotti states that the budget does not get "hit" all at once for this because it is gradual for a number of years.

Vice President Iannotti questions the funding coming from the Capital Lease Fund. Town Manager Rossi explains that payments will be made from the Capital Lease Fund, and the actual reimbursement to the Capital Lease Fund is made from the Police Equipment Fund. Town Manager assures the members that tax dollars will not be used; this is a self-sufficient fund. Town Manager Rossi further explains that by staggering the payments, it allows the department to catch up and replace the vehicles quicker.

Member Toppi questions if these are replacement vehicles. Deputy Smith confirms these are replacement vehicles.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council authorize the Police Department to three (3) fully equipped police vehicles from Colonial Municipal Group, Plymouth, MA, in the amount of \$211,846.79 through Plymouth County bid and financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund. **Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon authorizing the Police Department to purchase two (2) Getac F110 Rugged Tablet PC Mobil Data Terminals from Island Tech Services of Ronkonkoma, NY as a sole source purchase in the amount of sixteen thousand, two hundred twenty-seven dollars and zero cents (\$16,227.00) through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.**

Deputy Chief Michael Smith explains the following: He is requesting authorization on behalf of the Police Department to purchase two (2) Getac F110 Rugged Tablet PC Mobil Data Terminals that would be installed in the police cars. They would be purchased from Island Tech Services of Ronkonkoma, NY as a sole source purchase in the amount of sixteen thousand, two hundred twenty-seven dollars and zero cents (\$16,227.00) through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.

Member Toppi questions purchasing two (2) tablets yet they are being installed in three (3) vehicles. Deputy Smith explains that there is already one (1) at the station, and to save money, another is not needed.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council authorize the Police Department to purchase two (2) Getac F110 Rugged Tablet PC Mobile Date Terminals from Island Tech Services, Ronkonkoma, NY, in the amount of \$16,227.00 as a sole source provider that will be financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund. **Motion is approved by a unanimous 5/0 vote.**

- C. Consider, discuss, and act upon adopting a resolution authorizing the financing of the purchase of Police Vehicles and Mobil Data Terminals through the Smithfield Capital Lease Fund.**

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

- D. Consider, discuss, and act upon authorizing a purchase, through the RI Master Price Agreement #169, of gas detection meters for the Fire Department from Airgas USA, LLC of Providence, RI in the amount of sixteen thousand, seven hundred seventy-five dollars, and seventy-five cents (\$16,775.75).**

Fire Chief Robert Seltzer explains the following: These items are budgeted for in the 2025 Capital Budget. These are upgrades/replacements for old gas detectors that the firefighters carry on all of their apparatus. The new technology allows the department to calibrate them, and there is a member of the department that is trained to calibrate and repair them. The old meters did not have that ability, and the department was paying approximately \$2,600 per year for calibration. The department will have some expense with calibration, gas, and some repairs, however, a significant amount of money will be saved in the long term.

Motion is made by Member Tassoni, seconded by Member Kilduff, to purchase multi-gas detection meters from Airgas USA, LLC of Providence, RI in the amount of \$16,775.75. **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon authorizing a request for proposals for financial audit services for fiscal year ended June 30, 2024 for the East Smithfield Library and Greenville Library.

Finance Director Caitlyn Chioniere explains the following: She is requesting to advertise an RFP for audit services for both libraries because it was not included in the RFP for the Town's financial audit.

Town Manager Rossi states it was realized that the firms that bid on municipal governments, as the Town did with their financial audit, are not going into spending the time on the non-profits like the libraries. Town Manager Rossi further states that it was decided with the costs that came in, for the Town and the School Department to carve out the libraries, and this would allow us to get a better fee on the services.

Vice President Iannotti questions if this is part of the library's budget or the Town's budget. Town Manager Rossi states that historically over the years, the Town has paid for the audits, and this was all encompassing in the RFP, but now it must be "broken out".

Member Tassoni questions if this is the type of audit that will give the Town the answers they are looking for to have a potential meeting with the two (2) libraries. Town Manager Rossi states that this is just a financial audit which will show if there are any reportable conditions on their financial transactions and how they close out their year financially.

Member Tassoni suggests adding on something else. Town Manager Rossi states not for this situation, and the Town needs to get the RFP out because that is a specialty niche. Town Manager Rossi further states that the Town needs someone to review and write the financial statements. Town Manager Rossi also states that was seen when the Town went out for the Performance Audit, it is a great deal more specialized. Town Manager Rossi does not want to convolute the process.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the advertisement of an RFP for the Greenville Public Library and East Smithfield Public Library financial audit services for Fiscal Year ending June 30, 2024, with two, one year extension for Fiscal Years ending June 30, 2025 and June 30, 2026. **Motion is approved by a unanimous 5/0 vote.**

Kenneth Sousa, 2 Williams Road, questions if the library audits from last year have been received because he needs to see it. Town Manager Rossi states that the audits have not been received, because it was never on the agenda for the BFRB, but it will be provided to him.

Mr. Sousa questions the libraries being audited under the Town's comprehensive audit every year. Town Manager Rossi states just for the Town portion and does not go into detail, it shows the amount going out from the Town.

Mr. Sousa states that this will go into the audit issues associated with the operation of the libraries. Town Manager Rossi confirms this.

Mr. Sousa questions when this will be completed and if there is a timetable on the RFP. Town Manager Rossi states that the bid opening will be on October 4, 2024, and the bid award could be on the agenda for the second meeting in October.

Mr. Sousa questions the Town paying for this yet their board must approve it. Town Manager Rossi confirms that their board must approve it, and the Town pays for it.

F. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement #58, with Beta Group for a Pavement Management Road Condition Five Year Update in an amount not to exceed thirty-two thousand, eight hundred fifty dollars and zero cents (\$32,850.00).

DPW Director Gene Allen explains the following: In 2018 the Pavement Management Road Program was established which looks at all of the different roads and their conditions. The program gives the DPW a “barometer” of their status, where money needs to be spent, and what categories to spend the money in order to make the best use of that money. This is basically a five (5) year update. Some communities do this every one (1) or two (2) years, however, he does not feel it needs to be done that frequently. He looks at a five (5) year update that calibrates the program they have that evaluates the roads. Moving forward the appropriate recommendations can be made to the council and the BFRB along with the backup to justify the expenditures.

Motion is made by Member Tassoni, seconded by Member Kilduff, 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 Pavement Management Road Condition Five Year Update, in the amount not to exceed \$32,850.00. **Motion is approved by a unanimous 5/0 vote.**

G. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon authorizing a purchase of utility billing software from Continental Utility Solutions, Inc. of Jonesboro, AK as a sole source purchase in the amount of twenty-eight thousand, six hundred dollars and zero cents (\$28,600.00).

Water Commissioner Gene Allen explains the following: This is a sole source because they are trying to work together with the other entities (Greenville Water District) who already uses this software. In the future they will be able to have backup and redundancy between the office staff from both of the water supplies. This software will also handle the sewer side. Over the years they have access to an “offshoot” of the tax software which does the job, however, it is not “specific to”. The current tax software that they are using is not doing the job they need it to. Bringing in a utilities software will work much better with the business they are in, and will allow for migration and resource sharing in the future.

Member Tassoni questions if there are no Rhode Island companies that provide this software.

Commissioner Allen states that there are no Rhode Island companies that offer the software to the degree that this one does. Commissioner Allen further states that he has dealt with many types of billing software over the years and this is extremely user friendly and designed specifically for water/sewer billing. Commissioner Allen also states that this software gives you all of the data on one (1) screen for the history of every customer, and offers a great deal of tools to provide better service to the customers.

Member Kilduff questions if this software will allow for bill paying. Commissioner Allen states that in the future there will be opportunities to improve our costs and promote online services both in billing and postage, however, when it comes to shutoffs for nonpayment that would be managed by the Town. Commissioner Allen further states that the Finance Department would send them a list of delinquent accounts.

Vice President Iannotti questions how the cost is divided between water and sewer. Commissioner Allen explains that this is based on the number of customers, and their share of the cost is approximately \$9,500 and the sewer side is approximately \$17,000. Commissioner Allen further explains that the Finance Department has more users than they do at the DPW, therefore, it is also based on the number of user accounts.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council, also sitting as the Smithfield Water Supply Board, award the utility billing software to Continental Utility Solutions, Inc. for water and sewer billing software, in the amount of \$28,600 for up-front installation costs, and \$2,436.00 monthly service costs, to be divided between the Smithfield Water Supply Board and Smithfield Sewer Authority as to be determined. **Motion is approved by a unanimous 5/0 vote.**

H. Consider, discuss, and act upon authorizing a pole petition from RI Energy Co. to install nine new poles on Tarklin Road.

Director Allen states that he has reviewed this application, and he has no objections.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve pole petition WR 30873690 from RI Energy Co. to install nine (9) new poles, #51 through #43, on Tarklin Road as described in the attached petition. **Motion is approved by a unanimous 5/0 vote.**

I. Consider, discuss, and act upon authorizing the Town Manager to enter into a five year contract, through the RI Master Price Agreement #337, with Konica Minolta for the provision and maintenance of eleven (11) multi-functional printers.

IT Director David Duchesneau explains the following: This is to look at a new five (5) year lease contract for the multi-functional printers that are located throughout the Town locations. The Town has been working with them since the eighties. Their bid was the cheapest, and the Town will pay less per month than what was being paid over the last five (5) years. The rates also went down.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council authorizes the Town Manager to enter a 5-year agreement, through the Rhode Island State Contract, NASPO #140597, with Konica Minolta for the provision and maintenance of 11 multi-functional printers. **Motion is approved by a unanimous 5/0 vote.**

J. Consider, discuss, and act upon appointment of members to the Town Manager Evaluation Committee.

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council appoint the following members to the Town Manager Evaluation Committee who shall review applications, evaluate candidates, and submit 5-10 applicants to the Town Council for considerations.

1. Scott Boyd
2. Albert Gizzarelli, Jr.
3. David Kane
4. Kenneth Sousa
5. Richard St. Sauveur

Motion is approved by a unanimous 5/0 vote.

Vice President Iannotti questions the draft list of responsibilities and if these should be discussed and voted on. Town Manager Rossi explains that he attached the draft because he did not know what the decision would be after the bid opening because that might change some of those responsibilities. Town Manager Rossi further explains he is unsure if the council wanted to bring this to the next meeting.

K. Consider, discuss, and act upon appointment of liaison(s) to the Town Manager Evaluation Committee.

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council Member appoint Rachel Toppi and School Committee Member Jessica Sala, as liaisons to the Town Manager Evaluation Committee.

Vice President Iannotti explains the following: The School Committee met this evening and selected Jessica Sala if the council were to appoint a liaison. He thinks that the council should have a liaison to the Evaluation Committee to keep the council informed, and the School Committee should have one as well to keep them informed of the evaluation of candidates. If questions or issues come up, this is a good communication pipeline with the council. The School Department needs to be added and School Committee perspectives to the type of individual the Search Committee should wish to recommend.

Member Kilduff questions if the School Committee had anyone from town hall involved in the interviewing process for superintendent. Town Manager Rossi states that he and Mr. Manni were involved.

Alfred Constantino, 16 Totem Pole Trail, states the following: Each council member sponsored one (1) person to be on this committee. Everything will be brought before the council for a final decision to hire a Town Manager. Usually a liaison would attend every meeting of the Search Committee. Mr. Constantino questions if that is the intent.

President Lawton states that he is unsure. Vice President Iannotti explains that there is a liaison on many of the boards/commissions, and they attend the meetings. Vice President Iannotti further explains that some members expressed concerns about having a liaison from the Town Council being a voting member on the Search Committee, and they will not be a voting member.

Mr. Constantino states the liaison can attend the meetings and they will have a “huge jump” on the rest of the council members at that time in November. Mr. Constantino further states a liaison can be copied correspondence on of the Search Committee. Mr. Constantino does not think there is a reason to have a liaison on the Search Committee because they have appointed one (1) of those people on the committee. Mr. Constantino also states that the council must trust the Search Committee to bring them good candidates. Mr. Constantino cannot see a voting member of the council sitting in on all of the meetings.

Mr. Constantino reminds the members that the Charter Review Commission, of which he was twice the Chair, never had a council liaison, and they did their job thoroughly. Mr. Constantino does not see any benefit to this. Mr. Constantino thinks that the council should think about this because it is not necessary to make a decision tonight.

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council Member appoint Rachel Toppi and School Committee Member Jessica Sala, as liaisons to the Town Manager Evaluation Committee. **Motion fails with a vote of 1/3. Member Toppi abstains.**

Town Clerk Antonuccio takes rollcall and the following votes are recorded:

Member Tassoni: nay
Member Toppi: abstains
Member Kilduff: nay
Vice President Iannotti: yes
President Lawton: nay

L. Consider, discuss, and act upon appointment of an Interim Town Manager effective at the time of closure of the Town Hall on October 2, 2024.

The members thank Chief Seltzer for offering his help to support the ongoing operation of the Town.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Robert Seltzer to be Interim Town Manager effective at the of closure of the Town Hall on October 2, 2024. **Motion is approved by a unanimous 5/0 vote.**

M. Consider, discuss, and act upon approving tax abatements in the amount of eight hundred and two dollars and zero cents (\$802.00).

Motion is made by Member Tassoni, seconded by Member Kilduff, Smithfield Town Council approve the tax abatements in the amount of \$802.00. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment.

Joseph O'Connor, 6 Apple Tree Lane, expresses his appreciation for the job that Town Manager Rossi has done as both the Finance Director and Town Manager. Mr. O'Connor also thanks President Lawton and Member Kilduff, who will not be seeking re-election, for their exemplary public service. Mr. O'Connor states that the three (3) of them will be sadly missed.

Alfred Constantino, 16 Totem Pole Trail, states the following: When you vote for Town Council, and the results come out, you live with them until the next election. Over the fifty (50) years of coming here, there is a democratic process, and that is why you live with the council that is elected. Sometimes their votes are unanimous and sometimes they are not. It is an important act for a citizen to have that right.

The council members each selected three (3) names each as potential members for the Search Committee. Three (3) times five (5) would equal fifteen (15) names unless some of the members selected the same name. From experience, you do not put someone's name somewhere without their permission. It would be prudent to use inductive reasoning and assume that each council person notified the person that they would like to put their name in to be on this committee. If the process was to vote for three (3) people, there would be a deadlock because everyone would vote for the names of those they selected, and it would not work.

What happened here, there was no democratic process, and that is why he calls it "sponsorship". It defies logic and commonsense for a council member to be instructed to choose three (3) names, and vote for one (1). A member called up three (3) people because you felt that you would like them to be on the Search Committee, and only one (1) vote was allowed.

Why doesn't someone call the other two (2) to say that their names should not have been selected because you can only vote for one (1) person. He thinks the council is starting off on the wrong foundation. If each member voted for five (5) names to be on the Search Committee, they only sponsored three (3), therefore, they have to vote for two (2) other people that were chosen by another member. This would allow for the majority and no gridlock.

Based on the evening's packet, this committee is called an ad-hoc committee. One of the duties of the ad-hoc committee is to vote on the recommended applicants for interviews. We have a council that did not do that. They didn't do it, but the ad-hoc committee will have to do it because it is the right thing to do.

He cannot understand where this came from, and he does not believe it was discussed amongst the council. It is the council's job to run the Town. He questions why a council member wanted to submit three (3) names when they can only vote for one (1).

This is really just a sponsorship by each member to put a person on the Search Committee, and this is a reason why there should be a liaison. He has seen a lot of Town Managers come/go in fifty (50) years. The Town had the President of Navigant Credit Union on the Search Committee, he had been around, had a good background, and he did not live in Town. This does not look good, that you couldn't allow, after getting the three (3) names, to look at the fifteen (15) names, have a meeting, and vote five (5) times. This will allow for getting the "top" people, and that did not happen. He reiterates that this does not look good. If the council wanted to have those names out in the public, that's life. You speak out at a meeting, and your name is in the meeting minutes.

Member Toppi wants to clarify something for the record. Member Toppi states the following: With regard to the possible use of a search firm, as many know she works for a search firm. Search firms in general specialize in different industries, and the one she works for does not specialize in the government sector. She was, and is not, suggesting that the Town use our firm to help with the Town Manager search. They have no interest in that, and she wanted to make that clear.

XIII. Adjournment.

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

Meeting adjourns at 8:44 p.m.

Town Clerk

Recommended Motions:

That the Smithfield Town Council hereby schedules a public hearing on October 17, 2024 to consider and act upon Code of Ordinance amendments to add Chapter 29 entitled “Ethical Guidelines for Municipal Appointed and Elected Officials”.

Chapter 29 of the Town of Smithfield Code entitled “Ethical Guidelines for Municipal Appointed and Elected Officials ” is hereby added to the Town of Smithfield Code of Ordinances :

Section 1.

Legislative Purpose.

Pursuant to Section 12.03 of the Town Charter, the Town Council has determined that it is in the public interest to enact and impose ethical guidelines for municipal appointed and elected officials to supplement the Rhode Island Code of Ethics for the purpose of enhancing ethical standards for all municipal elected and appointed officials.

The Town Council has determined that all its public officials shall adhere to the highest standards of ethical conduct, respect the public trust and the rights of all persons, be open, accountable, and responsive, avoid the appearance of impropriety and not use their position for private gain or advantage. It is the intent of this chapter that all public officials in the Town shall be fully subject to the provisions of the Rhode Island Code of Ethics.

Section 2.

Prohibited Activities

A. Prohibited Activities by Town Officials

(1) Nepotism prohibited. No elected or appointed official serving the Town shall use his or her office to benefit himself/herself or any business associate or any person within his or her family in any way prohibited in the Rhode Island Code of Ethics. Persons within the family shall include a spouse or any person who is related to an official, whether by blood, adoption, or marriage, as any of the following: father, mother, son, daughter, uncle, aunt, cousin, nephew, niece, grandmother, grandson, granddaughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

(2) Any Board or Commission member who has received any gift, thing, favor, membership, tickets, loan, campaign contribution, or promise

that exceeds \$100 from any applicant seeking relief from said Board or Commission within the eighteen (18) months prior to the hearing on said application, shall recuse himself or herself from voting on said application.

- (3) The Town Manager, Department Directors, and Deputy Directors of the Town of Smithfield shall not testify as paid experts in any proceedings outside of their official Town duties.
- (4) No elected official or appointed official shall directly or through any other person threaten to use their position to gain an advantage over an individual or group of individuals with which they have a property, contractual, or other form of financial dispute.
- (5) No elected official or appointed official shall directly or through any other person threaten or intimidate or retaliate against any Town employee or other person who may file an ethics complaint against the official; no elected or appointed official shall directly or through any other person, social media, or business entity threaten or intimidate or retaliate against any Town employee or other person who may notify members of the press about possible wrongdoing under terms of this chapter or the Rhode Island Code of Ethics.

Section 3. This ordinance shall take effect thirty (30) days after its adoption.



August 7, 2024

Memorandum

TO: Smithfield Town Council Members
FROM: Scott Boyd, Chairman of the Personnel Board
SUBJ: Recommendation regarding Smithfield Ethics Code Ordinance

The Personnel Board held a meeting on August 7, 2024 to review and make recommendation to the Town Council regarding the attached draft entitled “Code of Ethics.”

The Board has no issue with the Town Council exercising its rights to set provisions on ethical behavior from a personnel perspective. The Board is recommending that the Town Council send the provisions to the Town Solicitor to confirm in writing that there are no inconsistencies or conflicts with State law, Town rules, Town regulations, or Town ordinances.



Town of Smithfield

Smithfield Sewer Authority

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

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis M. Catarina, Secretary

Anthony E. Ciacciarelli, Member

September 11, 2024

MEMORANDUM

TO: Smithfield Town Council

FROM: _____
Joshua Jelley
Town Engineer

RE: **Wastewater Treatment Facility
Sand Trace Development
WWTF Facilities Plan Amendment
Schedule Public Hearing**

Honorable Town Council;

Enclosed with this memorandum please find a final draft of the Smithfield Wastewater Treatment Facilities Plan Amendment document for the Sand Trace Development.

RIDEM requires that the Facilities Plan be amended when significant process upgrades or expansion of facility equipment is to be considered by the Town. As such the document illustrates all the requirements as set forth in the Facilities Plan Amendment checklist. Once the Amendment to the Facilities Plan is approved, the amendment enables the Town to legally seek all permits needed to fulfill the objective of the project and ensure that water quality discharge limits remain protective of the environment and no adverse effects occur as a result of said improvements to the Town's facility.

BACKGROUND: The objective of the Facilities Plan Amendment is to align with the Town of Smithfield's Comprehensive Plan amendment from January 17, 2017, which involved increasing the proposed residential density in certain areas of the town. The adjustment in residential density within the Mann School Road sewer shed justifies the proposed reallocation of the reserved sewer capacity from the Harmony area of Gloucester back to the town of Smithfield.

In order to facilitate the submission of the Facilities Plan Amendment to the State, the Town must conduct a Public Hearing to notify the public about the proposed changes to the municipal treatment system. As such please also find a Public Notice that will be duly advertised, upon authorization of such by the Town Council.

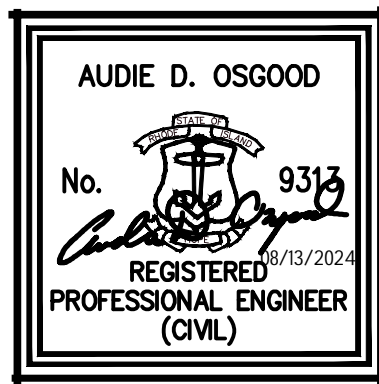
Moved: The Smithfield Town Council hereby schedules a Public Hearing for October 15th 2024 for the Smithfield Wastewater Treatment Facility Plan Amendment Application to RIDEM in regards to the reallocation of reserved sewer capacity in anticipation for the Sand Trace Development.

Cc: Smithfield Sewer Authority
Randy R. Rossi, MBA, CGFM, Town Manager

Enclosures: Draft Facilities Plan Amendment

SMITHFIELD WASTEWATER TREATMENT FACILITY
FACILITY PLAN AMENDMENT
FOR THE
TOWN OF SMITHFIELD, RI

August 2024



PREPARED BY:

DiPrete Engineering

2 Stafford Court

Cranston, RI 02920

Phone: 401.943.1000

SMITHFIELD WASTEWATER TREATMENT FACILITY FACILITY PLAN AMENDMENT

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LIST OF APPENDICES

APPENDIX	DESCRIPTION
Appendix A	Revised Chapter 5
Appendix B	Revised Chapter 7
Appendix C	Figure 4-2 Collection System Overview Revised
Appendix D	Sand Trace Sewer Service Area

Section 1

Executive Summary

Sand Trace LLC and DiPrete Engineering have prepared this report to document the proposed revisions the Town of Smithfield Facilities Plan as required to comply with the Town of Smithfield Comprehensive Plan amended January 17, 2017 and for reallocation of reserved capacity from the Harmony area of Gloucester back to Smithfield. To facilitate the review, the revisions to the section of the Town of Smithfield Facilities Plan have been noted in red text.

The subject wastewater area is in Planning District No. 1, also known as the Spragueville District and designated as the Mann School Road Area. The Mann School Road sewer shed is located starting at the intersection of Connors Farm Drive up to Log Road and immediately west of a large pond that is part of the Woonasquatucket Reservoir (also known as the Stillwater Reservoir / Stump Pond and hereafter referred to as "the reservoir") (see the Sand Trace Sewer Service Area figure included as Appendix D).

There is a 160-unit condominium development currently under construction (Sand Trace) on Mann School Road, with the capacity to service an additional 100 residential units along Log Road and Mann School Road with anticipated flow from the sewer shed area is 82,714 gpd. Providing sewers to this area will be accomplished by installing gravity sewers, a pump station and a force main.

A gravity sewer line will be installed within the Sand Trace development discharging to a new onsite pump station. The onsite pump station will be installed in the vicinity of the development's driveway connection to Log Road, east of the intersection of Mann School Road and Log Road. An additional 100 residential lots may be served with a gravity main extension to the pump station. The force main from the pump station will run Northeast to Log Road and connect to its existing force main on Log Road headed east.

The Sand Trace development including the pump station will be constructed and paid for by the project's developer.

Section 2

Statement of Project Need

The purposes of these revisions to the Town of Smithfield Facilities Plan are to comply with the Town of Smithfield Comprehensive Plan and to reallocate previously reserved capacity from the Harmony area of Gloucester back to Smithfield. This modification is needed to facilitate Smithfield meeting its target of Low/Moderate Income (LMI) Housing.

Table H12 of the Town of Smithfield Comprehensive Community Plan dated July 12, 2021, lists pending low-moderate income homes in Smithfield as of 2020. There is a 160-unit condominium development currently under construction (Sand Trace) on Mann School Road. This development contains 40 LMI housing units (25% of the development).

During development planning conversations with the Town Engineer, it was determined that there may be future need for sewer service to nearby residences on Mann School Road, Log Road, Williams Road, Apple Orchard Lane, and Connors Farm Drive. We have estimated that there could be an additional 100 residential units in this area. This area is shown in the Sand Trace Sewer Service Area figure included as Appendix D.

Section 3 Planning Area

The proposed planning area boundary is shown in Appendix C and D of this document. Appendix C is a revised version of Figure 4-2 Collection System Overview (prepared by CDM Smith and included in the original Facilities Plan). The figure has been revised by DiPrete Engineering to include the modification to the Spragueville Planning District and the addition of sewer flows for 260 residential units.

The Mann School Road sewer shed is located starting at the intersection of Connors Farm Drive up to Log Road and immediately west of a large pond that is part of the Woonasquatucket Reservoir (also known as the Stillwater Reservoir / Stump Pond and hereafter referred to as “the reservoir” see chapter 7 section 7.2.13 for a detailed description of the area).

Section 4 Effluent Limitations

All flows generated in the Mann School Road area will be residential. There are no impacts to the RIPDES permit or any effluent impacts associated with this project.

Section 5

Assess Current Situation

The Town of Smithfield Comprehensive Plan amended January 17, 2017, recommends an increase in development density in the Spragueville area which warrants the connection of public sewers and reallocation of existing capacity from the Harmony area of Gloucester back to Smithfield.

The Smithfield Wastewater Treatment Facility (WWTF) was originally constructed with a reserve treatment capacity of 300,000 gallons per day for sewage generated within the Harmony section of Gloucester. However, the Town of Gloucester did not commit funds toward the construction of the WWTF nor have they provided financial assistance toward plant improvements that have been constructed or to the installation of interceptor sewers that would convey wastewater to the WWTF. Additionally, an inter-municipal agreement between Gloucester and Smithfield was never negotiated. With approval of this plan amendment, flows from Gloucester are being reallocated to the town of Smithfield.

Revised Figure 4-2 Collection System Overview is attached in Appendix C.

Section 6

Assess Future Situation

Conversations with the Town Engineer identified a potential future need to provide gravity sewer service to homes on Mann School Road, Log Road, Williams Road, Apple Orchard Lane, and Connors Farm Drive. Capacity of inclusion of these homes was included in the pump station and force main design for the Sand Trace development. Estimated flows are 82,714 gallons per day. Additional information can be found in the project's Sewer Report, on file with the Town of Smithfield Sewer Authority and RIDEM.

If future conditions warrant the extension of gravity sewer service from the pump station to the adjacent neighborhood, the pump station will be converted to a public pump station and ownership will be transferred to the Town of Smithfield.

Section 7

Development and Evaluation of Alternatives

The proposed design was developed based on density targets in the Town's Comprehensive Plan, realistic development yield based on site constraints, use of the existing unused sewer force main, and overall project needs.

All proposed 160 units for the Sand Trace development and an additional 100 residential units for future town development will flow via a gravity sewer to the proposed pump station.

The pump station was designed in coordination with the Town Engineer and the Sewer Authorities consultant to meet town standards, and to facilitate possible future ownership by the Town. The pump station is designed to include an 8' diameter wet well with a submersible explosion proof duplex pump configuration (FLYGT Pump- NP 3102 SH 256). The station will discharge to an existing 4-inch force main within Log Road that ultimately discharges into the Town's existing gravity collection system near the intersection of Log Road and Pleasant View Avenue (i.e., Route 6). The new pump station is sized to handle flows from the new development as well as an additional 100 units from a future off-site development west of the Sand Trace development.

There are no feasible alternatives to this design which also meet the Town's target density for the Sand Trace property.

Section 8 Plan Selection

This plan was selected to meet the intent of the Comprehensive Plan and allow the increase in the density targeted for this area. Additionally, this plan was developed in collaboration with the Town of Smithfield Engineer.

No environmental impact is expected as the project is not located within an environmentally sensitive area.

Section 9 Plan Implementation

The Sand Trace development including the pump station will be constructed and paid for by the developer. The Sand Trace developer is not proposing to construct or pay for any extension to serve offsite units.

Section 10 Preliminary Design and Cost Estimates

The preliminary design for the pump station has been reviewed and approved by the Smithfield Sewer Authority. The Sand Trace development including the pump station will be constructed and paid for by the developer. The sand trace developer is not proposing to construct or pay for any extension to serve offsite units.

CHAPTER 5

FUTURE CONDITIONS

5.1 GENERAL

For wastewater facilities planning purposes, future conditions within the 20-year planning period must be defined so that alternatives may be evaluated using common parameters. Important future considerations include: residential development and population increases, industrial and commercial development, future wastewater flows associated with the residential and commercial/industrial developments, and future infiltration associated with both the existing collection system and future development. The future analysis of residential and commercial/industrial development is based on the findings of field reconnaissance, review of Town records and the Town's Comprehensive Plan.

5.2 POPULATION PROJECTIONS

To determine the projected domestic wastewater flow to be generated within the Town of Smithfield, it is necessary to estimate planning year population figures. In addition, build-out conditions must also be evaluated to develop a basis for the proper sizing of interceptor sewers, treatment facilities and other appurtenances that have useful lives far in excess of the 20 year planning period.

Population projections for the Town of Smithfield are based on information provided by the Rhode Island State Wide Planning Program. The residential population in the year 2020 is projected to be approximately 23,556 (see Table 3-2). The estimated sewered population is dependent upon the extent to which the existing collection system is expanded into unsewered areas and the connection rate in these areas. An evaluation of the Town's planning districts, with regard to improved wastewater management means, was presented in Chapter 4. Areas recommended for sewerage have been identified.

5.3 Future Development

The future wastewater management needs of the Town of Smithfield are directly related to development that will occur during the 20-year planning period. The Community Plan included a full “build-out analysis” for both residential and commercial/industrial land uses. The analysis separated the various zoned lots in each plat by size, and listed those available for development. A build-out analysis for residential and commercial development is presented below.

5.3.1 Residential Build-Out

Residential development within Smithfield has progressed at a fairly consistent rate since 1970. Between 1970 and 1980 the number of single family homes increased by 933 from 3,069 to 4,002. The number of single family homes increased to 4,879 in 1990, which is an increase of 877 homes from 1980. The average annual growth rate for single family dwellings from 1970 to 1990 has been 90 homes.

The growth of multi-family housing units has shown similar consistency. Between 1970 and 1980, the number of multi-family housing units increased by 370 to a total of 1,115. From 1980 to 1990, 314 multi-family units were constructed. The average annual increase in the number of multifamily housing units is 34.

Population projections for the period from 1990 to 2020 do not support the growth rate that was experienced from 1970 to 1990. With a projected population increase of 4,393 over this timeframe, 1,633 housing units are expected to be constructed, which would bring the total number of housing units in Town to 7,941 (year 2020).

Complete residential build-out was determined by quantifying the total developable land and then determining the number of dwelling units that could be supported based upon minimum lot sizes in each zoning category. The analysis indicates that the Town can accommodate 2,781 single-family units and 1,774 multi-family units. These parcels represent both infill within established neighborhoods and newly developed neighborhoods.

Applying population data, development to occur within the time frame of this planning document is approximately 35 percent of the total available build-out.

Residential build-out within the existing sewer service area consists of housing units that have service currently available but have not connected and new development on vacant parcels. To determine the number of existing homes not connected, assessor's plat and lot records were compared against properties assessed a sewer use fee. Approximately 325 existing homes were identified that could connect to the sewer system. An additional 145 new homes could be constructed on vacant parcels where sewer service is available. Although it is unlikely that full build-out will be reached by the year 2020, all 470 housing units will be used to develop future wastewater flows to the treatment facility.

Build-out numbers for areas where sewer extensions are proposed consider future connections from vacant lots.

5.3.2 Commercial/Industrial Build-out

The commercial and industrial build-out analysis used similar methodology as that of the residential build-out analysis. Approximately 155 parcels are available for commercial/Industrial development. It has been assumed that 35 percent of the potential development, matching residential growth, will occur within the planning period.

5.4 Future Flows and Loads

Estimated future wastewater flows to the Smithfield Wastewater Treatment Facility consist of the following components:

- Existing flow to the WWTF.
- Future flow from non-connected homes within existing sewer areas.
- Future flow from sewer expansion into unsewered areas.
- Flow from increases in population or development (build-out)
- Future commercial/industrial flow

Existing Flow

As shown in Chapter 3, the difference between the average daily dry season and the average daily wet season flows to the wastewater treatment facility is 0.5 mgd. Some of the difference can be attributed to Bryant College as their wastewater generation rates typically decrease during the summer months when school is not in session. However, most of the difference is due to infiltration into the sewer system. Infiltration rates are elevated but do not appear to warrant immediate assessment or corrective action. The average daily flow during the wet season is approximately 2.1 MGD and the average daily flow during the dry season is approximately 1.6 MGD.

Future Flow from Unconnected Homes in Sewered Areas

Based on a review of Town records, the existing sewer connection rate, in areas where sewers are available, is 93 percent. Records indicate that there are approximately 325 residential parcels not connected.

Flow From Sewer Expansion

Future wastewater flows to the WWTF from the extension of sewers into the areas where sewerage is recommended, was based on the results of the evaluation presented in Chapter 4. Areas recommended for sewerage contain 619 existing homes. Based on a housing density of 2.69 persons per home, the sewered population will increase by 1,665. Infiltration rates in newly sewered areas should be negligible. However, as the sewers age the infiltration rate will increase. For estimating purposes, a design infiltration rate of 100 gallons per acre per day is assumed. Commercial and industrial flows were based on 4,000 gallons per acre per day (gpad).

Flow From Build-out

Increases in population and development will also contribute to future flows. **There is a 160-unit condominium development currently under construction (Sand Trace) on Log Road, with the capacity to service an additional 100 residential units along Log Road and Mann School Road.** There are no other proposed developments within the sewer service area at this time. An additional 145 new homes could be constructed on vacant parcels where sewer service is available.

Flow From Future Commercial/Industrial Development

Flow from future commercial/industrial development is difficult to predict. Based on review of Town records there are currently 23 commercial and industrial parcels within the existing sewer service area that are not connected to the sewer. Generally, a flow of 750 gpd per parcel is used to predict flow from commercial and industrial parcels. However, due to the variable nature of industry and the amount of wastewater generated from processes, a conservative estimate of 0.2 mgd will be used to account for future commercial and industrial flows.

Table 5-1

Projected Average Daily Wet Season Flows (2020)

From Proposed Sewered Areas to the Smithfield WWTF

Service Area	Existing Homes	Existing Comm. Parcels (1)	No. of Addtl. Homes at Build-out (2)	No. of Comm. Parcels at Build-out (3)	Existing Flow (MGD) (4)	Future Res. Flow (MGD) (5)	Future Comm. Flow (MGD)	Total Flow (MGD)
<i>Existing Sewer service</i>	5,230	216	608	23	2.12	0.11	0.2	2.43
Extended Service Area								
Mayflower Estates	27	--	--	--	--	0.01	--	0.01
Mapleville & Colwell (6)	100	--	--	--	--	0.02	--	0.02
Fanning Lane	60	--	4	--	--	0.01	--	0.01
Indian Run / Totem Pole Trail	188	--	53	--	--	0.05	--	0.05
Maplewood	87	--	--	--	--	0.02	--	0.02
Maple Crest	45	--	--	--	--	0.01	--	0.01
Green Lake / Ruff Stone	31	--	3	--	--	0.01	--	0.01
Highview/Hilldale	205	--	--	--	--	0.06	--	0.06
Friendship/Domin Ave	54	--	2	--	--	0.01	--	0.01
Sand Trace	160	-	100	--	--	0.08	--	0.08

I/I (7)	0.37
Total	3.08

Notes:

- (1) Existing commercial parcels includes current number of parcels with service connections.
- (2) Number of homes at build-out includes houses within existing service area that are not connected as well as undeveloped parcels within existing service area and proposed sewer service areas.
- (3) Number of commercial parcels at build-out includes parcels within existing service area that are not connected as well as undeveloped parcels within existing service area and proposed sewer service areas.
- (4) Existing flow during wet season is based on Average daily flows for March and April 1999-2000.
- (5) Residential flow is estimated to be equal to 70 GPCD @ 3.0 people/unit.
- (6) Summer (June-September) campground located off Colwell Road services 60-100 children. Wastewater flow from facility was determined based upon a wastewater generation rate of 75 gpcd and then was translated into equivalent residential units.
- (7) **Additional Infiltration and Inflow from new development based upon 100 gpad**

5.5 FUTURE SEPTAGE GENERATION

At present, individual sewage disposal systems are a common means of wastewater management utilized throughout the unsewered portions of Town. Based on information presented in the Town's Comprehensive Plan and Town sewer usage records, there are approximately 1,800 ISDSs in use throughout the Town. Assuming that each system has a holding capacity of 1,000 gallons, the total volume of septage in the town is 1,800,000 gallons. One thousand gallons is the minimum volume of a septic tank serving a three bedroom house under current state regulations. It is obvious that some commercial/industrial units will have tank requirements in excess of this capacity. However, the number of cesspools, which likely have lesser volumes, will balance this effect. Using a generally acceptable pump-out rate of once per three years, the annual quantity of septage is approximately 600,000 gallons.

Based on estimated sewer expansion and utilizing the existing sewer service connection rate, the number of ISDSs in use at the end of the planning period will be reduced to approximately 980.

Applying the same analogy described above, a design year septage generation rate of 1,260 gallons per day results. Should the Town decide to open the existing septage receiving facility, this additional flow could be expected.

5.6 FUTURE LOADINGS

The future waste loads to the Smithfield WWTF were determined based on the future sewered population and typical per capita contributions. Typical per capita loading rates, as reported in various sources, are 0.2 pounds of BOD₅, 0.22 pounds of TSS, 0.03 pounds of TKN, 0.019 pounds of ammonia and 0.0075 pounds of phosphorus. The future commercial and industrial load was estimated to be flow proportional to existing loads. Maximum day load estimates were derived by applying typical maximum day to average day ratios.

A summary of the estimated future flow and load for the Smithfield WWTF is provided in Table 5-2. These projections are based on the recommended expansion of the existing sewer system and will be used as a design basis for this report.

Table 5-2

Future Flows and Loads (2020)

Parameter	Design Average	
		<i>Max. Day</i>
Flow, mgd	3.5	9.5 (hourly)
BOD ₅ , ppd	6,700	11,140
TSS, ppd	7,000	12,600
Phosphorous, ppd	210	380
TKN, ppd	1,020	2,040
NH ₃ , ppd	700	1400

Note: Based on the following Peak/Avg. values (BOD = 1.8,

SS = 1.8, TKN = 2.0, NH₃ = 2.0, Phosphorus = 1.8).

CHAPTER 7

COLLECTION SYSTEM EXPANSION

7.1 GENERAL

Sewer extensions were suggested in Chapter 4 for twelve sub-areas or neighborhoods that are currently in need of improved means of wastewater management or where future conditions may warrant sewers.

All of the existing neighborhoods in town are in relative close proximity to the existing collection system. The areas are relatively small and therefore flow rates from these developments are low and will not place excessive demand on existing interceptor sewers. Accordingly, no major interceptors are proposed in this sewer plan. A brief description of the requirements for these sewer extensions is presented in the following sections.

7.2 SEWER EXTENSIONS - CONVENTIONAL SEWERING

Several sources of information were consulted to develop a conceptual layout of the proposed collection system, including Town Assessor's maps, U.S.G.S. topographic maps, aerial photographs and site reconnaissance surveys. The nature and detail of available information is presumed to be adequate for a planning level study; however, the exact location of sewer mains and other primary appurtenances will depend on detailed topographic mapping, geologic investigations and environmental evaluations that will be performed in subsequent design stages. Therefore, the following discussions offer the best approximation of the expanded collection system at this time.

An economic evaluation was performed to develop an opinion of project capital costs. This analysis was based on the estimated lengths of sewers and a per linear foot construction cost. Costs were determined from recent construction projects. Engineering costs and construction contingencies were included at 20% of construction costs. To amortize the costs over 15 years, an interest rate of 4 percent was used.

7.2.1 Mayflower Estates/Brayton Road/John Mowry Road

The Mayflower Estates/Brayton Road/John Mowry Road neighborhood is located between Farnum Pike and Rogler Farm Road. The extension of sanitary sewers in this area will be accomplished by installing a combination of gravity and low pressure sewer lines. These lines will feed into a new gravity sewer line in Farnum Pike. The 67 house lots in this area as well as the 12 house lots along Farnum Pike will generate approximately 16,000 gallons of wastewater per day.

Brayton Road will be provided gravity sewers which will flow southwest to Farnum Pike. Gravity sewers along Farnum Pike will be installed to the existing manhole at Industrial Drive.

The Mayflower Estates neighborhood is located off Brayton Road. A combination of gravity sewer lines and a limited length of low pressure force main will be required to sewer this area. The force main will service three dwellings west of the intersection of Dongay Drive and Levesque Drive and will terminate in a manhole at the intersection of Dongay and Levesque. Sewage will travel north along Dongay Road by gravity. Flow along the eastern terminus of Levesque Drive and along Jambray Drive will intersect with the gravity sewer main to be installed along Dongay Road. The gravity sewer in Dongay Road will join sewers in Brayton Road.

John Mowry Road from Bryant University to Brayton Road will be provided gravity sewers which will flow northwest and join sewers in Brayton Road. A low pressure force main will be installed on Elna Drive which will join gravity sewers in Brayton Road.

In addition to ten grinder pumps approximately 9,000 linear feet of 8-inch sewer and 700 feet of low pressure force main are required to sewer the area. The estimated project capital cost is \$2,780,000 as shown in Table 7-1. A layout of the proposed sewer expansion project is included as Figure 7-1.

Table 7-1
Probable Construction Cost
Mayflower/Brayton Rd/John Mowry Rd Sewers Extension

I. Sewer Construction	
8-inch sewer – 9,000 LF	\$2,700,000
3 inch low pressure force main – 700 LF	125,000
II. Grinder pumps	50,000
III. Engineering and Contingencies	575,000
Total Capital Cost	\$3,450,000
Amortized Cost(\$/yr.)	\$307,000

7.2.2 Highview/Hilldale

Highview/Hilldale is a densely developed area situated at the southeast corner of Limerock Road and Douglas Pike. Hydric soils and a seasonal high groundwater table characterize most of the area. The 179 homes in Highview/Hilldale will generate approximately 36,000 gallons of wastewater per day. The extension of sanitary sewers in this area will be accomplished by installing a combination of gravity and low pressure sewer lines. These lines will connect to the existing sewer lines in Limerock Road and Cedar Meadows Drive.

Low pressure sewers would service Maureen Drive from Douglas Pike to the intersection with Forestwood Drive; the southern end of High View Drive to a high point approximately 300 feet south of the intersection with Sheila Lane; the portion of Forestwood Drive north of Redfern Drive; from the high point on Catherine Road approximately 200 feet from its intersection with Lori Ellen Drive; and Karen Ann Drive from Limerock Road to its high point approximately 700 feet from Limerock Road. The remainder of the area will be served by gravity sewers. The sewers on Limerock Road will connect with the existing 8-inch sewer in Limerock Road. The remainder of the flows will connect via an easement from the end of Lori Ellen Drive to the existing 8-inch sewer in Cedar Meadows Drive.

The collection system will consist of approximately 15,000 linear feet of 8-inch gravity sewers and 3500 linear feet of 4-inch force main. The estimated capital cost for Highview/Hilldale sewers is \$6,415,000. Costs are shown in Table 7-2. A layout of the proposed sewer expansion project is included in Figure 7-2.

Table 7-2
Probable Construction Costs
Highview/Hilldale Sewer Extension

I. Sewer Construction	
8-inch sewer – 15,000 LF	\$4,500,000
3 inch low pressure force main – 3,500 LF	615,000
II. Grinder Pumps	200,000
III. Engineering and Contingencies	1,100,000
Total Capital Cost	\$6,415,000
Amortized Cost(\$/yr.)	\$570,000

7.2.3 Mapleville Road/Austin Avenue

Approximately 50 house lots on Mapleville Road, Meghan Circle, East Gate Road and Austin Avenue will be served by this sewer extension. A seasonal high water table impacts the area and the rate of ISDS repairs and failures has been increasing. The wastewater generation rate from this area is approximately 10,000 gallons per day. This extension of sanitary sewers will be accomplished by a combination of gravity sewers and low pressure force mains.

The lower lying areas on Meghan Circle and East Gate Road would be serviced using individual grinder pumps and low pressure sewers which will connect to the proposed gravity sewers on Mapleville Road. The gravity sewer line in Mapleville Road will extend down Austin Avenue to the existing manhole in Austin Avenue at Kimberly Ann Drive.

Approximately 6,000 linear feet of 8-inch pipe and 1000 feet of 3-inch low pressure sewer are required serve the area. The estimated capital cost to construct the sewer extension is \$2,420,000, as shown in Table 7-3. A layout of the proposed collection system is shown in Figure 7-3.

**Table 7-3
Cost Estimate
Mapleville Rd./Austin Ave. Sewer Extension**

I. Sewer Construction	
8-inch sewer – 6,000 LF	\$1,800,000
3 inch low pressure force main – 1000 LF	175,000
II. Grinder Pumps	40,000
III. Engineering and Contingencies	405,000
Total Capital Cost	\$2,420,000
Amortized Cost(\$/yr.)	\$215,000

7.2.4 Fanning Lane

The Fanning Lane neighborhood is located between West Greenville Avenue and Smith Avenue in the southwest corner of town. Sixty-four house lots are located in the area which generate approximately 13,000 gallons of wastewater per day. Soils within the neighborhood drain poorly and are likely the cause of septic system failures. The extension of sanitary sewers throughout the Fanning Lane development can be accomplished by installing a combination of gravity sewers and a force main.

Gravity sewers would originate in the cul-de-sac at the end of Tanglewood Drive which will connect to a gravity sewer in Rose Mary Lane. These flows will join gravity sewers in the loop of Fanning Lane. This flow would then enter a pump station via an easement. The station would be located at the southern bend in the Lane. The section of Fanning Lane between the two bends as well as the section from the pump station to the high point approximately 400 feet in from Smith Avenue will gravity flow into the pump station. The remaining 400 feet out to Smith Avenue will be serviced by a gravity line which will connect to the existing 8-inch line in Smith Avenue.

Approximately 6,500 linear feet of 8-inch pipe, 1,200 linear feet of 4-inch force main and a pump station is required to serve the area. The estimated capital cost to construct the sewer extension is \$2,785,000, as shown in Table 7-4. A layout of the proposed sewer project is shown in Figure 7-4.

**Table 7-4
Cost Estimate
Fanning Lane Sewer Extension**

I. Sewer Construction	
8-inch sewer – 6,500 LF	\$1,950,000
4-inch force main – 1,200 LF	270,000
II. Submersible Pumping Station	100,000
III. Engineering and Contingencies	465,000
Total Capital Cost	\$2,785,000
Amortized Cost(\$/yr.)	\$248,000

7.2.5 Indian Run Trail/Totem Pole

The Indian Run Trail/Totem Pole neighborhood is situated at the south side of the Lower Sprague Reservoir. The area contains approximately 240 house lots. The total future volume of wastewater to be generated from this neighborhood is 48,000 gallons per day. Lots as small as 5,000 square feet are common in this neighborhood and the topography varies widely. Extending sanitary sewers to the Indian Run Trail section of the neighborhood can be accomplished through a combination of gravity sewers and low pressure force mains.

Indian Run Trail north and west of Indian Head Trail as well as a small portion east of Wampum Trail and Red Wing Trail, Peace Pipe Trail and Arrowhead Trail will be served by individual grinder pumps and a low pressure force main. These flows will join the flows from Indian Head Trail, Red Wing Trail, Wampum Trail and Blackhawk Trail which will gravity flow via an 8-inch sewer to the existing 8-inch sewer on Lisa Ann Circle. An 8-inch gravity sewer will connect the remainder of Indian Run Trail, Tomahawk Trail, Nokomis Trail and Arrowhead Trail with the existing 21-inch interceptor installed in Pleasant View Avenue.

Totem Pole Trail and Deer Run Trail will require a low pressure force main which will flow into a proposed 8-inch gravity sewer at the end of Deer Run Trail out to Swan Road. Flow will continue by gravity to the east along Swan Road connecting with the existing 8-inch sewer in Swan Road.

To sewer this region, approximately 7,500 feet of 8-inch pipe and 7,300 feet of 3-inch low pressure force main are required. The estimated capital cost to construct the sewer extension is \$5,000,000, as shown in Table 7-5. A layout of the proposed sewer project is shown in Figure 7-5.

Table 7-5
Probable Construction Costs
Indian Run Trail/Totem Pole Sewer Extension

I. Sewer Construction	
8-inch sewer – 7,500 LF	\$2,250,000
3-inch low pressure force main – 7,300 LF	1,280,000
II. Grinder Pumps	635,000
III. Engineering and Contingencies	835,000
Total Capital Cost	\$5,000,000
Amortized Cost(\$/yr.)	\$444,000

7.2.6 Maplewoods Collection System

The Maplewoods plat is situated between Austin Avenue and the Lower Sprague Reservoir. The plat contains 55 unsewered parcels that generate approximately 11,000 gallons of wastewater per day. Two sections of the Maplewood development have been recommended as areas where the extension of sanitary sewers is necessary which can be accomplished with a combination of gravity sewers and a low pressure force main.

The Kimberly Ann Drive, Christopher Drive and Crabapple Lane area can be sewered using gravity mains connecting to the existing mains in Valley View Drive and Peach Blossom Lane. Flow from this area will be directed to the existing Valley View Pumping Station. The second section of the Maplewood development will be serviced using a 3-inch low pressure force main and individual grinder pumps. The line will run east in Cortland Lane to Baldwin Drive and south in Baldwin Drive where it will connect with the existing 8-inch line at the intersection of Baldwin Drive and McIntosh Drive.

The collection system will consist of approximately 3,100 linear feet of 8-inch gravity sewers and 1,300 feet of 3-inch low pressure sewer. The estimated capital cost for Maplewoods sewers is \$1,478,000. Costs are shown in Table 7-6 and a layout of the sewers is presented in Figure 7-6.

Table 7-6
Probable Construction Costs
Maplewoods Sewer Extension

I. Sewer Construction	
8-inch sewer – 3,100 LF	\$930,000
3-inch low pressure force main – 1,300 LF	228,000
II. Grinder Pumps	75,000
III. Engineering and Contingencies	245,000
Total Capital Cost	\$1,478,000
Amortized Cost(\$/yr.)	\$132,000

7.2.7 Green Lake Drive/Ruffstone Drive

The Green Lake/Ruff Stone area is located between the Slack Reservoir and Hawkins Pond in the southwest section of Town. These two water bodies significantly influence topography, with the land sloping from the center to the east and west. Thirty-seven house lots are located in this region; however, the proximity to Slack Reservoir and a Town beach make sewerage a priority. Wastewater generation from this area is less than 10,000 gallons per day. A low pressure force main and individual grinder pumps will be installed in order to sewer this area. The low pressure sewer will connect to the existing 8-inch sewer in Green Lake Drive.

The collection system will consist of 37 grinder pumps and 3,000 linear feet of 3-inch low pressure sewer. The estimated capital cost for Green Lake/Ruff Stone sewers is \$855,000. Costs are shown in Table 7-7 and a layout of the sewers is presented in Figure 7-7.

**Table 7-7
Probable Construction Costs
Green Lake/Ruff Stone Sewer Extension**

I. Sewer Construction	
3-inch low pressure force main – 3,000 LF	525,000
II. Grinder Pumps	185,000
III. Engineering and Contingencies	145,000
Total Capital Cost	\$855,000
Amortized Cost(\$/yr.)	\$76,000

7.2.8 Friendship Lane/Domin Avenue

The Friendship Lane/Domin Avenue neighborhood is situated at the east side of Georgiaville Pond, west of Stillwater Road. The entire area drains westerly toward the pond, which is a primary recreational resource. Since there has been a high rate of septic system failures in this area, sewerage is recommended. The 66 house lots will generate approximately 13,000 gallons of wastewater per day.

Providing sewers to this area can be accomplished by installing low pressure force mains in Rawson Avenue, Potter Avenue, Domin Avenue and Friendship Lane, which will all connect to the existing 10-inch interceptor in Stillwater Road. In addition low pressure force mains will be installed in Myers Street and Sydney Street which will flow north on Sydney Street to Ridge Road and then east in Ridge Road, where it will connect with the existing low pressure force main.

The collection system will consist of approximately 4,000 feet of low pressure force main and 66 grinder pumps. A layout of the collection system is presented in Figure 7-8. The estimated capital cost for the project is \$855,000. Costs are shown in Table 7-8.

Table 7-8
Probable Construction Costs
Friendship Lane/Domin Avenue Sewer Extension

I. Sewer Construction	
3-inch low pressure force main – 4,000 LF	700,000
II. Grinder Pumps	330,000
III. Engineering and Contingencies	205,000
Total Capital Cost	\$1,235,000
Amortized Cost(\$/yr.)	\$110,000

7.2.9 Elmgrove Avenue

The Elmgrove Avenue neighborhood, located east of Sanderson Road (Route 5), is a residential subdivision consisting of approximately 28 house lots which would generate approximately 5,000 gallons of wastewater per day. An 8-inch gravity sewer line will be installed in Elmgrove Avenue which will connect to the existing 8-inch line in Sanderson Road.

The collection system will consist of approximately 2,000 linear feet of an 8-inch gravity sewer line. A layout of the collection system is presented in Figure 7-9. The estimated capital cost for the project is \$720,000. Costs are shown in Table 7-9.

**Table 7-9
Probable Construction Costs
Elmgrove Avenue Sewer Extension**

I. Sewer Construction	
8-inch sewer– 2,000 LF	600,000
II. Engineering and Contingencies	120,000
Total Capital Cost	\$720,000
Amortized Cost(\$/yr.)	\$64,000

7.2.10 North Candy Court

North Candy Court is located on the northwest corner of Georgiaville Pond between Lakeside Drive and Route 295. The 6 house lots generate approximately 1200 gallons of wastewater per day. Providing sewers to this area can be accomplished by installing approximately 500 feet of low pressure force main in North Candy Court which will connect to the existing 8-inch sewer line in Lakeside Drive. A layout of the collection system is presented in Figure 7-10. The estimated capital cost for the project is \$855,000. Costs are shown in Table 7-10.

Table 7-10
Probable Construction Costs
North Candy Court Sewer Extension

I. Sewer Construction	
3-inch low pressure force main – 500 LF	88,000
II. Grinder Pumps	30,000
III. Engineering and Contingencies	24,000
Total Capital Cost	\$142,000
Amortized Cost(\$/yr.)	\$13,000

7.2.11 Richard Street/Hazel Point

The Richard Street, Hazel Point Road neighborhood is located on the western side of the Woonasquatucket Reservoir between Mountaindale Road and Pleasant view Avenue. It is situated on land that extends into the reservoir. It contains approximately 20 house lots. Approximately 4000 gallons per day of wastewater are generated from this neighborhood. A combination of gravity sewers and low pressure force mains will be required to sewer the area.

The high point in this area occurs in the vicinity of the intersection of the two roads. Both the eastern end of Hazel Point Road and the northern end of Richard Street will require low pressure force mains. The remainder of the sewers will be gravity that will travel south on Richard Street to the existing 8-inch sewer line in Mountaindale Road.

The collection system will consist of approximately 4,000 feet of low pressure force main and 66 grinder pumps. A layout of the collection system is presented in Figure 7-11. The estimated capital cost for the project is \$565,000. Costs are shown in Table 7-11.

Table 7-11
Probable Construction Costs
Richard St/Hazel Point Sewer Extension

I. Sewer Construction	
8-inch sewer – 900 LF	\$270,000
3-inch low pressure force main – 800 LF	140,000
II. Grinder Pumps	60,000
III. Engineering and Contingencies	95,000
Total Capital Cost	\$565,000
Amortized Cost(\$/yr.)	\$51,000

7.2.12 West Reservoir Road

West Reservoir Road runs parallel to Route 295, north of Route 116. The area is planned for commercial and industrial development. Anticipated flow from this area cannot be determine at this time as the nature of the businesses that locate in this area will dictate the quantity of wastewater to be generated. Providing sewers to this area will be accomplished by installing gravity sewers, a pump station and a force main.

A gravity sewer line will be installed in West Reservoir Road from Rocky Hill Road to a pump station to be installed in the vicinity of the intersection of West Reservoir Road and Route 116. The force main from the pump station will run southwesterly in Route 116 for about 1000 feet to the high point. The force main will then discharge into a proposed gravity sewer which will continue in the southwesterly direction, connecting to the existing sewers in Route 116 at Lydia Ann Road.

The collection system will consist of approximately 4,000 feet of 8-inch gravity sewer, 1,000 feet of force main and a pump station. A layout of the collection system is presented in Figure 7-12. The estimated capital cost for the project is \$855,000. Costs are shown in Table 7-12.

Table 7-12
Probable Construction Costs
West Reservoir Rd Sewer Extension

I. Sewer Construction	
8 – inch sewer – 4,000 LF	\$1,200,000
4-inch force main – 1,000 LF	225,000
II. Pump Station	100,000
III. Engineering and Contingencies	305,000
Total Capital Cost	\$1,830,000
Amortized Cost(\$/yr.)	\$163,000

7.2.13 Mann School Road

The Mann School Road sewer shed is located starting at the intersection of Connors Farm Drive up to Log Road and immediately west of a large pond that is part of the Woonasquatucket Reservoir (also known as the Stillwater Reservoir / Stump Pond and hereafter referred to as “the reservoir”).

The sewer shed area is planned for residential flows of a proposed 160-unit development and includes 100 units of potential future connection of existing residences with anticipated flow from the sewer shed area is 82,714 gpd. Providing sewers to this area will be accomplished by installing gravity sewers and a private pump station. The pump station will discharge to an existing unused force main.

A gravity sewer line will be installed within the Sand Trace development discharging to an onsite pump station. The onsite pump station will be installed in the vicinity of the development’s driveway connection to Log Road, east of its intersection with Mann School Road. An additional 100 residential lots may be served with a gravity main extension to the pump station. A short section of force main will be constructed from the pump station northeast to Log Road and connect to an existing unused force main. Flows are then conveyed east to the gravity sewer interceptor in Pleasant View Avenue.

The Sand Trace development including the pump station will be constructed and paid for by the developer. The sand trace developer is not proposing to construct or pay for any extension to serve offsite units.

If future conditions warrant the extension of gravity sewer service from the pump station to the adjacent neighborhood, the pump station will be converted to a public pump station and ownership will be transferred to the Town of Smithfield.



DiPrete Engineering

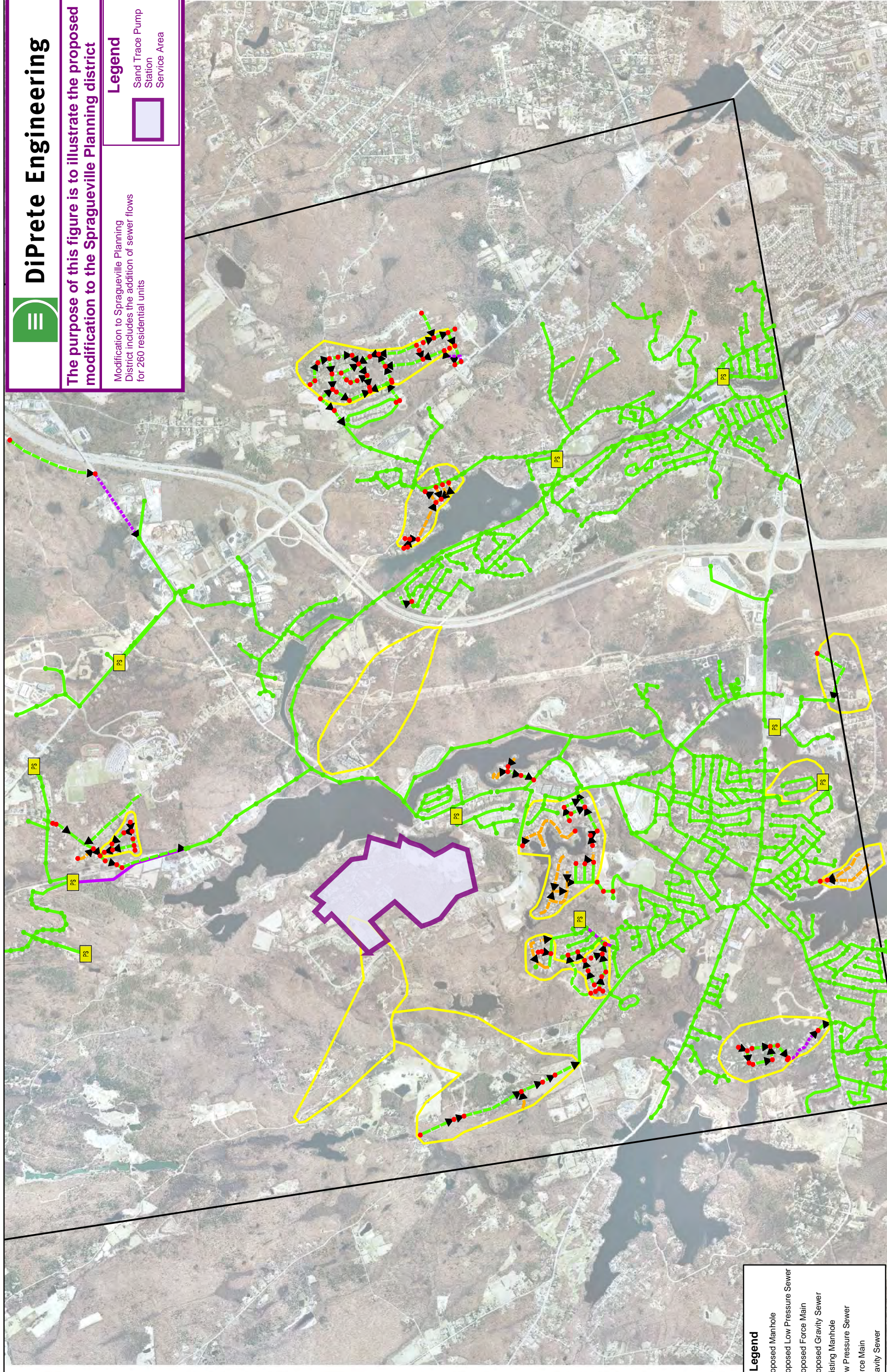
The purpose of this figure is to illustrate the proposed modification to the Spragueville Planning district

Modification to Spragueville Planning District includes the addition of sewer flows for 260 residential units

Legend



Sand Trace Pump Station Service Area



Sewer Legend

- Proposed Manhole
- Proposed Low Pressure Sewer
- Proposed Force Main
- Proposed Gravity Sewer
- Existing Manhole
- Low Pressure Sewer
- Force Main
- Gravity Sewer

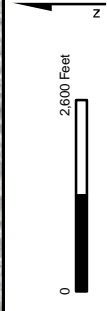
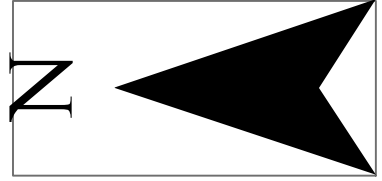


Figure 4-2
Collection System Overview
Town of Smithfield, Rhode Island

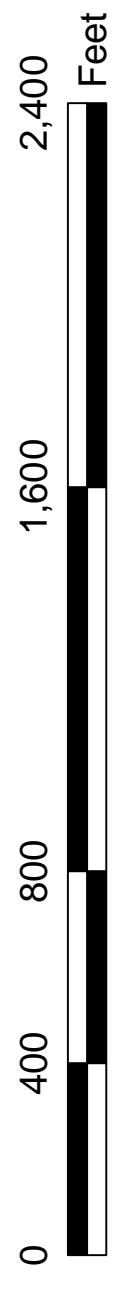


Legend
 Veolia 2014 UGAM SMH
 Sewer Manholes Located
 Sewer Pipes Located
 <all other values>

- PIPE_DIA**
- 0
 - 1; 2; 3; 4
 - 6
 - 8
 - 10
 - 12
 - 15
 - 18
 - 21
 - 24
 - 30
 - 36
- rivers
 - streams
 - wetlands
- Road Name
 - Edge of Road
 - Easement 02-2020
 - Parcels 02-2020
 - town boundary



Proposed
Sand Trace
Development



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

**TOWN OF SMITHFIELD
PUBLIC NOTICE OF PUBLIC HEARING
TO CONSIDER SUBMISSION OF SMITHFIELD
SEWER AUTHORITY WASTEWATER FACILITIES
PLAN AMENDMENT**

The following application will be considered at the **Town Council Meeting on Tuesday, October 15, 2024 at 7:00 p.m.**

**Submission of the Sewer Authority Facilities Plan Amendment
as required for the sewer extension and RIDEM order of
Approval Application for the Sand Trace Development**

The purpose of the Facilities Plan Amendment is to be consistent with the Town of Smithfield's Comprehensive Plan amended January 17, 2017, which included increasing the proposed residential density of portions of the town. The change in residential density in the sewer shed identified as Mann School Road, warrants the proposed reallocation of reserved sewer capacity from the Harmony area of Gloucester back to Smithfield. This public hearing is intended to inform the public of the intent of the project.

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

To view the full text of the proposed amendment and supporting documents, please visit the Town's Web Site at: www.smithfieldri.gov.

For any questions, contact:

Engineering Department
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917
Telephone Number: (401) 233-1041

Not part of ad:

Advertisement to run in the Valley Breeze-Observer on – September 19th and 26th

Rhonda: **Please provide a proof to Town Clerk Lyn Antonuccio, 233-1000. Thank you.**

Copies to: Town Manager
Town Council
Town Solicitor
Town Engineer
IT Manager for Town Website (full text attachment to follow)



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: September 17, 2024
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director

A handwritten signature in black ink, appearing to be "Gene Allen", is written over the "From:" line of the memorandum.

RE: Recommendation to purchase – One Infield Groomer ABI Force z23slt

Background:

The Town Council has before it this evening a request to purchase one (1) new Infield Groomer ABI Force z23slt-w/Tweels and attachments. This equipment will allow the Parks Division to upgrade and maintain the many baseball and softball infields throughout town.

Financial Impact:

The funding for this purchase is contained within the Parks Division annual capital budget.

Recommendation:

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 Infield Groomer ABI Force z23slt-w/Tweels and attachments, as described in the attached detailed quote for the total cost of \$38,800.00.

Moved: *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 Infield Groomer ABI Force z23slt-w/Tweels and attachments, as described in the attached detailed quote for the total cost of \$38,800.00.*



Alta Equipment Company
Frank W Rhoades
Municipalities Sales Rep.
1401 Hooksett Road
Hooksett NH 03106

Quotation

ADDRESS	SHIP TO
Town of Smith Field RI-DPW Ralph Farrar-Deputy Director 64 Farnum Pike Smithfield RI 02917	Town of Smith Field RI-DPW Ralph Farrar-Deputy Director 64 Farnum Pike Smithfield RI 02917

Quotation #	DATE	EXPERATION DATE
Force z23slt83024	09-06-2024	10-31-2024

ABI FORCE PRODUCT DESCRIPTION		RATE	AMOUNT
ABI Force z23slt- w/Tweels		10-99144	\$33,000.00
Mini Box Blade-Solid Edge-		10-99029	\$650.00
Profile Blades-		10-90253	\$550.00
Vibraflex 3800-		10-90165	\$850.00
Infield Lip Edger System		10-99136	\$550.00
6' Rigid Drag Mat w/Level Bar		10-99137	\$1,400.00
Stealth Blades		10-99149	\$700.00
Rear Vibraflex 3500R		10-99142	\$550.00
Mobile Workstation Kit		10-90672	\$550.00
		Total:	\$38,800.00





ABI Attachments, Inc.
520 S Byrkitt Ave
Mishawaka, IN 46544

877-788-7253
www.ABIattachments.com

SOLE SOURCE LETTER

8/22/2023

To Whom It May Concern,

This letter is to confirm that the ABI Force, zero turn vehicle, models z23sl or z23slt, referenced in the included quotation, is a sole-source product offered exclusively by Ambrose Equipment in your region. No other company offers a similar or competing product. This product must be purchased directly from Ambrose Equipment. There are no other agents or dealers authorized to represent this product in your region.

Competition is precluded by the existence of proprietary product capability and trade secret manufacturing processes and techniques which enable the ABI Force, stand-on zero turn vehicle's purpose and function (models z23sl or z23slt). Exclusive functions include: Zero-Turn Laser Grading, Hydraulic Control Of Interchangeable Front, Mid, and Rear Mount Attachments, Stand-on Access & Visibility, Exclusive VibraFlex & Profile Blade Field Conditioning Technologies With Positive Depth Control, Exclusive Responsive Variable Force (RVF) Technology. These and other proprietary facets of the ABI Force are additionally protected under U.S. patent law by the following U.S. patents: US9,332,687, US9,883,621, US10,149,440, US10,287,744, & US10,287,745.

There is no other like item or product available for purchase that would serve the same purpose or function, and there is only one retail price for the ABI Force, zero turn vehicle, models z23sl or z23slt. If you desire additional information, please don't hesitate to contact me at (574) 850-8708 at any time or visit our website at www.ABIattachments.com. Thank you for your interest in our products. Sincerely,

A handwritten signature in black ink that reads 'Jim Catalano'. The signature is written in a cursive style and is positioned above a horizontal line.

Jim Catalano

Sr. Vice President
ABI Attachments, Inc.



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: September 17, 2024

To: Honorable Town Council

Through: Randy R. Rossi, Town Manager

From: Gene Allen, Public Works Director

A handwritten signature in black ink, appearing to be "GA", written over the name Gene Allen.

RE: Stainless Steel Spreader – Freightliner of Hartford – CT State Contract #15PSX0017

Background:

The Town Council has before it this evening a request to purchase one (1) new Stainless Steel Spreader from Freightliner of Hartford through the Connecticut State Contract #15PSX0017. This material spreader will be installed on a Swaploader skid and will be installed on the new International cab and chassis recently purchased.

Financial Impact:

The funding for this purchase is contained within the Public Works annual capital budget.

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Connecticut State Contract #15PSX0017, with Freightliner of Hartford, Inc. on 222 Robert Street, East Hartford, CT 06108, for the purchase of one (1) new Stainless Steel Spreader, mounted on a Swaploader skid, as described in the attached detailed quotation, for the total cost of \$27,542.00.

Moved: *That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Connecticut State Contract #15PSX0017, with Freightliner of Hartford, Inc. on 222 Robert Street, East Hartford, CT 06108, for the purchase of one (1) new Stainless Steel Spreader, mounted on a Swaploader skid, as described in the attached detailed quotation, for the total cost of \$27,542.00.*



Freightliner of Hartford, Inc.
 222 Roberts St.
 East Hartford, CT 06108
www.freightlinerofhartford.com

Town of Smithfield
 Public Works
 Smithfield, RI
 ATTN: Joe/Gene

September 6, 2024

Stainless Spreader on Hook Skid

We are pleased to quote the following VIA **CT State Contract # 15PSX0017**

TRUCK :
 YEAR : 2024
 MAKE : INTERNATIONAL
 MODEL : HV507
 VIN : 3HAEDTARSL534190
 MILEAGE: 962

STAINLESS MATERIAL SPREADER:

- **BUYERS 10FT** Stainless Steel Spreader
- 6.0 Cu Yd capacity w/ Top Screens and FLP-UP Chute
- Hydraulically powered conveyor and spinner assembly.
- 25:1 Gear Reduction
- Four (4) material deflectors
- REMOTE GREASE LINES FOR FRONT BEARINGS
- SS LED LIGHT BAR ON SPREADER
- 20" dia. poly spinner disc,
- Sander mounted on Custom Skid for Swaploader SL-2418HD Hoist
- Extended Rails with Wheels for Loading & Unloading Spreader without the use of lifting Spinner Chute
- Underbelly Pan Between Skid Rails
- Natural Stainless color
- HYDRAULIC HOSES & QUICK DISCONNECTS

FOB: East Hartford, CT..... \$ 27,542.00

DELIVERY: December 1, 2024

QUOTE VALID: 30 DAYS

Respectfully Submitted,

Glenn Slade - Sales Consultant Equipment Specialists

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted.



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

DATE: September 17, 2024

To: Honorable Town Council

Through: Town Manager Randy R. Rossi

From: Gene Allen, Director of Public Works

Subject: Resolution for the Purchase of one (1) new Stainless Steel Spreader on a Swaploader Skid and one (1) new Infield Groomer ABI Force s23slt with attachments.

The purpose of this correspondence is to inform the Smithfield Town Council that the Department of Public Works will be requesting the Council, at their September 17th meeting, to approve a Resolution to Purchase authorizing the financing of one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, and one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00.

The first of four (4) lease payment is budgeted as part of the FY 25 budget. A draft of the resolution is attached to this memo.

Recommendation:

That the Smithfield Town Council vote to approve the Resolution to Purchase one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, and one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00.

Moved: *That the Smithfield Town Council vote to approve the Resolution to Purchase one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, and one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00..*

RESOLUTION

AUTHORIZING THE FINANCING OF ONE (1) NEW STAINLESS STEEL SPREADER ON A SWAPLOADER SKID AND ONE (1) NEW INFIELD GROOMER ABI FORCE S23SLT WITH ATTACHMENTS, THROUGH THE TOWN OF SMITHFIELD'S CAPITAL LEASE FUND, RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Town Council authorized the purchase of one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00, which will be financed through the Town of Smithfield Capital Lease Fund; and

WHEREAS, the one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00 are essential for the Town to perform its governmental functions; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00; and

WHEREFORE, IT IS RESOLVED that:

SECTION 1. The Town Council hereby authorizes the Finance Director and the Town Manager acting on behalf of the Town, to purchase one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00 by a lease/purchase agreement (Lease) and to finance the same through the Capital Lease Fund, subject to annual appropriation therefor by the Town.

SECTION 2. The form and other details, terms and conditions of the Lease, shall be fixed by the Finance Director and the Town Manager, and must be approved by the Town Solicitor.

SECTION 3. The Finance Director and the Town Manager are hereby authorized to enter into the Lease and said officers are hereby authorized and instructed to take all actions, and to execute and deliver the Lease and any related agreements, certificates and other documents in such form, as approved by the Town Solicitor, as they may deem necessary or desirable to implement the Lease purchase financing of one (1) new Stainless Steel Spreader on a Swaploader Skid for \$27,542.00, one (1) new Infield Groomer ABI Force s23slt with attachments for \$38,800.00, for a total cost of \$66,342.00.

SECTION 4. That this Resolution is an affirmative action of the Town Council of the Town toward the execution and delivery of the financing documents in accordance with the purposes of the laws of the State of Rhode Island. This Resolution constitutes the Town's declaration of official intent, pursuant to Treasury Regulation 1.150-2, to reimburse the Town for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease. Such amounts to be reimbursed shall not exceed \$66,342.00, and shall be reimbursed not later than forty-eight (48) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than four (4) years after the date the expenditure is paid.

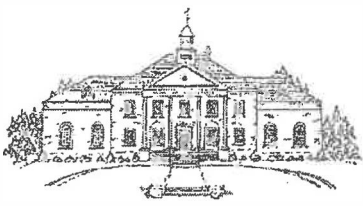
SECTION 5. This Resolution shall take effect upon its passage.

PASSED:

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn Antonuccio
Town Clerk



Town of Smithfield

Smithfield Sewer Authority

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

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis M. Catarina, Secretary

Anthony E. Ciacciarelli, Member

September 9, 2024

MEMORANDUM

TO: Smithfield Town Council

FROM:


Joshua Jeffrey,
Town Engineer/Environmental Affairs

RE: **Wastewater Treatment Facility
Operations & Maintenance Contract
Recommendations for Contract Operations Award**

Honorable Town Council,

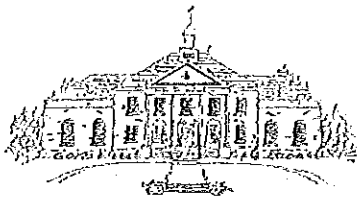
Please be advised, that with the recommendation from the Sewer Authority, Veolia Water, NA has been awarded the contract for a new 20-year Waste Water Facilities Operations and Maintenance agreement with the Town of Smithfield.

At this time the Sewer Authority respectfully presents the Council with the following motion for your consideration.

Moved: The Smithfield Town Council hereby authorizes a bid award for a 20 Year Wastewater Treatment Facilities Operations & Maintenance Contract to Veolia Water, NA.

Enclosures: Sewer Authority Contract Award Recommendation
Smithfield RI O&M Agreement Final Draft

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Carlos Santos, Procurement Agent
Kevin McNelis, Esq., SSA Legal Counsel



Town of Smithfield

Smithfield Sewer Authority

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J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Caterina, Secretary

Anthony E. Clacciarelli, Member

December 13, 2023

MEMORANDUM

TO: Smithfield Sewer Authority

FROM:

For the Selection Committee - Kevin Cleary
Sewer Authority – Selection Committee
J. Kevin McNelis, Chairman of Sewer Authority
Kevin Cleary, PE, LSIT, Town Engineer
Gene Allen, Director of Public Works

RE: Sewer Authority – WWTF Operation & Maintenance
Recommendation for Contract Operations Award – 2023-2043

Honorable Sewer Authority;

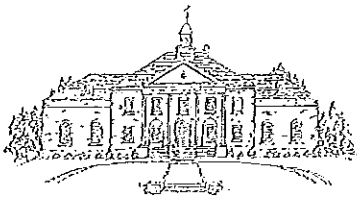
The Selection Committee has been progressing over the last several months to advertise, entertain vendors, collect proposals and review proposals for wastewater treatment facilities contract operations. The Sewer Authority received one proposal to manage wastewater facilities from the incumbent Contractor (see attached bid tabulation). During the review of the proposals there were many questions regarding a proposed Service Agreement that were negotiated between the Town and the prospective Contractor.

At this time the Selection Committee would like to provide you with a recommendation to enter Contract with Veolia Water, NA for a 20-year contract, as their proposal represents the most accurate, well prepared and qualified response that we reviewed for the dollar value proposed.

It should be known however, they have taken exception to several items throughout the contract and they are hopeful to finalize negotiation of those terms with the Town to enter a successful Service Contract. Of the items they have taken exception to, the explanation they have provided seems reasonable to entertain concessions over while technical Appendices associated with contract responsibilities are finalized.

Some of the items of negotiation with Veolia and the Town are:

1. Sludge Disposal Options: Veolia specifically offered a comprehensive program to bid sludge disposal services every three years during the contract term and allow the Town to decide which disposal service Veolia shall use. This method of disposal of residuals maintains full transparency of the disposal of residuals during the term.
2. Blended Service Fee Adjustment Factor: As has been the case in the previous contract, Veolia has proposed to use a blended Service Fee Adjustment Factor to account for annual, market-driven fluctuations to base the annual service fee on. This method of service fee adjustment accurately captures inflation and deflation to better serve both parties.



Town of Smithfield

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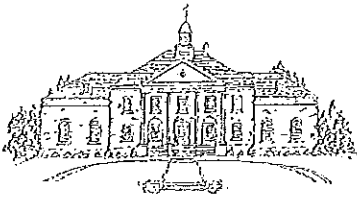
J. Kevin McNellis, Chairman

Ernest E. Powers, Vice Chairman

Louis Caterina, Secretary

Anthony E. Ciacciarelli, Member

3. Capital Improvements: As has been the case with the current O&M Contract, capital improvements can, but do not necessarily have to be, entertained or requested by the Town as they are programmed, develop or are otherwise needed by regulatory requirement or change in law during the contract term. Many of the Capital Improvement Projects that appear in the short-term and long-term plans can be negotiated, if desirable, and amended into the requirements of the Contract, upon approval of the Town Council from time to time and on an as needed basis.
4. Aeration System Upgrades: Under the 20-year term, as proposed, Veolia Water proposes to upgrade the Aeration system equipment and blowers, *inclusive with the Service Fee* for the 20-year contract option to optimize process efficiency, reduce energy consumption and lower overall operational costs. Said upgrades carry a value of almost \$550,000 and are annualized into the fee over the period. Additionally, it is anticipated the energy reduction of about 80,000 kw-hrs/year and will have a direct impact on energy costs to the Town in the range of \$12,000 to \$16,000 annually (depending on inflating costs of energy rate charges). This component is one of the most attractive parts of the 20-year proposal option and represents the greatest value of engaging the long-term commitment. Recommendation to include a project schedule, time of completion requirements within a service agreement appendix along with monetary penalties for untimely delivery are in development and conditional upon approval.
5. Asset Evaluation & Management Protocol: Subject to specific negotiations, timelines for delivery of a functioning, asset management conditional assessment protocol, which is to the benefit of both parties, the current Managed Asset Evaluation Protocol will be used in-situ until such time the newly proposed electronic based management program can be rolled out for use in Smithfield. The present system of managing the Asset Registry is more than 20-years of age and antiquated by modern standards. The benefit of the newly proposed protocol will serve all the future conditional assessment needs for the community to better understand the existing condition of the assets, a user interface that enables quick identification of services and ease of staff access to promote future responsible repair/replacement planning and capital asset planning of major infrastructure facility needs. The appendix within the service agreement for the management of the assets is in draft form, where timelines for delivery, training and penalties/credits for default are in development.
6. Computerized Maintenance Management Systems (CMMS): Veolia presently uses an older version of an electronic asset maintenance program, which the Town has electronic access of, to view the equipment maintenance intervals, work orders and outstanding tasks during a given contract year. Veolia has proposed a re-vamp to the management system that will use a modernized program interface, the Town's staff will have access to, which enables easier use of reporting functions and ability to observe completed maintenance services.
7. Veolia also proposes to implement a new GIS-based Asset Management program component for the Collection System Assets that will provide better real-time collection system reports, enhance recall ability of piped asset conditions and deliver extended ability to produce Capital Management planning for the collection system assets during annual budgeting and finance processes. The appendix within the service agreement for the



Town of Smithfield

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Louis Caterina, Secretary

Anthony E. Ciacciarelli, Member

maintenance management of the assets is also in draft form, where timelines for delivery, deliverable, training and penalties/credits for default are in development.

Overall, the cost proposal received by Veolia Water is less than what the Town is presently compensating the Contractor due to a number of factors. The Town did not specify Collection System Interceptor cleaning or CCTV of the entire collection system for this contract term and those two items of work result in considerable cost savings, as compared to the costs within the current O&M Contract. The Town had not cleaned the collection system interceptors since their construction in 1978, so it is not expected they will need additional, extensive cleaning during the recommended term. Additionally, the CCTV video data that has been obtained over the last 10-year contract has generated sufficient data to drive a number of underground repair programs to keep system continuity well balanced, robust and preserve system capacity during the recommended term.

At this time the Selection Committee respectfully presents you with the following motion for the Sewer Authority's consideration of a 20-year service agreement term:

Moved: The Selection Committee hereby recommends to the Smithfield Sewer Authority to forward a positive recommendation to the Smithfield Town Council for the Contract award with Veolia Water, NA to enter into a 20-year operations & maintenance service agreement; inclusive of the proposed Aeration System Capital Improvements, with a year one (1) service fee not to exceed \$2,123,600, subject to Legal Counsel review of terms & conditions as mutually agreed upon.

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Carlos Santos, Procurement Agent
Patricia A. Buckley, Esq., SSA Legal Counsel
Joseph Ridge, CDM-Smith
Kevin Schott, PE, CDM-Smith

Enclosures: 01/23/2023 WWTF O&M Request for Proposal Advertisement
03/03/2023 WWTF O&M RFP Bid Tabulation
06/14/2013 Selection Committee Memorandum to Veolia Water
04/27/2023 Veolia Proposal Clarification

**Service Contract for Smithfield Sewer Authority Town of Smithfield,
Rhode Island**

Wastewater Treatment Facilities Operations and Maintenance

**Town of Smithfield and
Veolia Water North America-Northeast, LLC**

July 1, 2024, to June 30, 2044

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APPENDIX 2 - Operating Governmental Approvals

APPENDIX 3 - Proof of Compliance with Insurance Requirements

APPENDIX 4 - General Staffing Requirements

APPENDIX 5 - Transition Plan

APPENDIX 6 - Operation and Maintenance Standards

APPENDIX 7 – Managed Asset Evaluation Protocol

APPENDIX 8 - Odor Control Plan

APPENDIX 9 - Exit Transition Plan

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APPENDIX 11 - Collection System Cleaning

APPENDIX 12 – Aeration System Upgrade

APPENDIX 13 - Reserved

AGREEMENT FOR THE OPERATION AND MAINTENANCE

OF THE MANAGED ASSETS

This Contract is entered into as of the ____ day of September 2024, and effective as of July 1, 2024, by and between the Town of Smithfield, Rhode Island (the "Town"), a municipal corporation organized and existing under the laws of the State of Rhode Island, acting through its Town Manager, and **Veolia Water North America-Northeast, LLC, a Delaware limited liability company** ("Contractor").

RECITALS

WHEREAS, the Town requested through its Requests for Proposals (as defined herein) from qualified private Contractors proposals to operate and maintain the Managed Assets (as defined herein) for a term of 20 years; and

WHEREAS, Contractor has been selected by the Town as the successful proposer based on its response to the Town's Requests for Proposals, dated January 10, 2023, as amended by Addendum One dated February 9, 2023, Addendum Two dated February 21, 2023, and Addendum Three dated February 24, 2023.

WHEREAS, Contractor is an existing contractor that presently operates and maintains the Managed Assets and has done so for a period of over ten (10) years; and

WHEREAS, the Town desires to engage services of Contractor to operate and maintain the Managed Assets, all as more specifically described in this Contract; and

WHEREAS, Contractor desires to contract with the Town to provide said services on the terms and conditions set forth herein in exchange for the payment of the fees as stated herein.

NOW THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions

Capitalized terms used in this Contract shall have the following meanings unless a different meaning shall clearly appear from the context in which any such term shall appear:

- 1.1.1 **"Acceptance"** means the acknowledgment by the Town, as evidenced by the Town's written approval, that the Contractor has successfully performed the acceptance tests and successfully met the acceptance standards developed and agreed to by the parties for any capital project approved.
- 1.1.2 **"Annual Fee"** means the amount that the Town is obligated to pay the Contractor each year. Such amount shall be paid monthly on a pro rata basis. Components of the Annual Fee included the fixed fee, variable fee, renewal and replacement fee and pass throughs.
- 1.1.3 **"Annual Fee Adjustment Factor"** means the factor defined in Article 10.1.4
- 1.1.4 **"Appendix"** means an appendix to this service agreement.
- 1.1.5 **"Applicable Law"** means any law, rule, code, standard, regulation, requirement, Consent Agreement, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any governmental body having jurisdiction, applicable to any activities associated with the siting, design, construction, equipping, financing, ownership, start-up, testing, Acceptance, operation, maintenance, Renewal and replacement of any part of the Managed Assets, the transfer, handling, transportation, disposal or processing of Residuals and any other obligations of the parties under this Contract.
- 1.1.6 **"Approval Period"** means the period of time following the Contract Date where all parties will seek to satisfy the remaining conditions necessary to implement the provisions of this Contract.
- 1.1.7 **"Bankruptcy"** shall mean all applicable U.S. federal and state laws relating to bankruptcy, insolvency, winding up, administration, receivership and other similar matters and any similar foreign law for the relief of debtors.
- 1.1.8 **"Biologically Toxic Substances"** means any chemical, industrial, hazardous, toxic, corrosive or radioactive waste or substance, as defined by Applicable Law as of the Commencement Date, contained in Sewered Influent, Sludge or Septage received at

the Managed Assets which, alone or in combination with other substances, causes

(1) a material and adverse effect on the operation of the Managed Assets (including any substance or combination of substances contained in the Influent in a sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the Influent required to meet the discharge requirements of the NPDES permit from time to time or any other Applicable Law), (2) a danger to human health or safety, or (3) an environmental impairment. Biologically Toxic Substances may include but are not limited to heavy metals, phenols, cyanides, pesticides and herbicides.

- 1.1.9 **"Business Day"** means any day when Town offices are open to serve the public and which is not a Saturday, Sunday or legal holiday under Applicable Law.
- 1.1.10 **"Capital Modification"** means any improvement, alteration or addition to the Managed Assets or any part thereof (other than maintenance, Renewal and Replacements) approved by the Town and implemented by the Contractor or a third-party selected by the Town. Capital Modifications primarily relate to increases in system capacity, higher levels of treatment and/or additional redundancy.
- 1.1.11 **"Capital Renewal and Replacement" or "Renewal and Replacement"** means modifications to existing equipment and assets, including those added by a subsequent Capital Modification, that correct existing deficiencies and ensure the asset is available for its useful life or an extended life. Capital Renewal and Replacement includes substantially rebuilding such equipment or replacing it in kind.
- 1.1.12 **"Capital Renewal and Replacement Plan" or "CRRP" or "Renewal and Replacement Plan"** means the plan to be developed and prepared by the Contractor subject to approval by the Town in accordance with the Managed Asset Evaluation Protocol which is attached hereto as Appendix 7 , which plan will be subject to the funding requirements set forth in Section 5.2 and establishes a minimum standard for refurbishment and replacement of Managed Asset equipment so that the Town can be assured that the Managed Asset equipment will be returned at the end of the Term (or upon earlier termination thereof) in a condition comparable to the condition of the Managed Asset equipment at the Commencement Date or in such improved condition as such Managed Asset equipment may be placed during the Term hereof. Such plan shall be updated annually and submitted to the Town 60 days prior to the start of each Contract Year.

1.1.13 "**CBOD₅**" means carbonaceous biochemical oxygen demand.

1.1.14 "**Change in Law**" means any of the following events which happen after the Commencement Date and which have a material effect on the parties' ability to perform their respective obligations under this Contract (except for payment obligations):

- (1) A change in administrative or judicial interpretation of any Applicable Law;
- (2) The order or judgment of any court, administrative agency or governmental office or body as long as such order or judgment is not a result of the Contractor's or Town's willful or negligent action or lack of reasonable diligence;
- (3) The inclusion of a new condition in any Approval or Legal Requirement as long as such condition is not a result of the Contractor's or Town's willful or negligent action, omission or lack of reasonable diligence;
- (4) The enactment of any statute or the promulgation of any regulation relating to the operation and maintenance of a wastewater management facility, the terms and conditions of which impose more stringent or burdensome requirements on any party hereto than are imposed by this Contract; and
- (5) The amendment of any Applicable Law.

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

- (A) The failure of the appropriate governmental body to approve the Contractor's staffing plan or any changes therein over time;
- (B) A change in the nature or severity of the actions typically taken by governmental body to enforce compliance with Applicable Law which was effective as of the Contract Date; and
- (C) All matters relating to obtaining and maintaining Governmental Approvals for the operation, maintenance, Renewal and replacement of the Managed Assets, including any delay, non-issuance or imposition of terms and conditions upon the issuance or renewal of any Governmental Approval necessary in connection therewith unless any such matter results from an Uncontrollable Circumstance.

1.1.15 "**Change Order**" means any approved request or written authorization that is agreed to by both parties in writing that authorizes or requires additional or extra services or

work or deletes or omits services or work. A Change Order may also modify a schedule of performance or otherwise alter the Services or work to be performed.

- 1.1.16 **"Collection System"** means the Town of Smithfield existing sewer collection system excluding pumping stations and service connections. It shall include all gravity sewers, force mains, low-pressure sewers, manholes and appurtenances currently existing and to be installed within the Term of this Contract. For the purpose of this definition, sewer easements, not located within town roadways are considered part of the Collection System. Collection System shall include any Capital Improvements or Capital Modifications carried out on or to the Collection System during the term of this Contract.
- 1.1.17 **"Commencement Date"** The Commencement Date (Notice-to-Proceed Date) will occur when each party has satisfied its Approval Period responsibilities, assuming there is no material litigation affecting this Contract or the Managed Assets that would prevent commencement of work by the Contractor. Failure to diligently pursue these responsibilities will be a default.
- 1.1.18 **"Contract Administrator/ Engineer"** means a technical consultant hired by the Town to assist in contract administration and engineering review. This consultant shall have specific expertise in wastewater facility permitting, design, construction and operation; financial management, contract administration services and wastewater facility asset evaluation. The Town shall designate the Contract Administrator/ Engineer at any time by written notification to Contractor.
- 1.1.19 **"Contract Date"** means the first date on which this Contract has been executed by both parties hereto.
- 1.1.20 **"Contract Principles"** Means the key terms and conditions of this service agreement upon which service contract will be based.
- 1.1.21 **"Contract Year"** means a 365/366-day period commencing on the Commencement Date, or an annual anniversary thereof, and ending on the date before the next annual anniversary of the Commencement Date.
- 1.1.22 **"Contractor"** means the entity executing the Service Agreement with the Town.
- 1.1.23 **"Contractor Fault"** means any breach (including the untruth or breach of any Contractor representation or warranty herein set forth), failure, nonperformance or noncompliance by the Contractor under this Contract to the extent that such breach, failure, nonperformance or noncompliance is not caused solely by any Uncontrollable

Circumstance or Town Fault.

- 1.1.24 **"Corrective Maintenance"** means non-routine and unscheduled repair activities required for operational continuity, safety, and performance generally due to failure or to avert failure of the equipment, vehicles or facilities or some component thereof.
- 1.1.25 **"Corrective, Preventive and Predictive Maintenance Plan"** means the Contractor's corrective, preventive and predictive maintenance plan and schedule, updated annually on each anniversary of the Commencement Date, to provide for maintenance of the Managed Assets in accordance with Prudent Industry Practice, equipment manufacturers' instructions, and/or operating and maintenance manuals.
- 1.1.26 **"CPI-U"** means the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average, Series ID: CUUR0000SEHG, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics) unless otherwise designated in this Agreement.
- 1.1.27 **"Day"** means a calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.1.28 **"ECI-U"** – means the Employment Cost Index for Total compensation for private industry workers in the Boston-Worcester-Providence, MA-RI-NH-CT CSA, 12-month percent change, Series ID: CIU2010000000LBA, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 1.1.29 **"Effluent"** means wastewater discharged from the Managed Assets.
- 1.1.30 **"Effluent Guarantee"** means Effluent that is treated to the standards required by the RIPDES Permit.
- 1.1.31 **"Effluent Requirements"** means the effluent limitations required by Applicable Law or the Performance Guarantees, including the Effluent Guarantee, whichever is more stringent.
- 1.1.32 **"Emergency"** shall mean an unforeseen combination of circumstances or the resulting state of the Managed Assets that calls for immediate action to prevent one of the following from occurring:
- (i) an unsafe condition in the sole judgment of Sewer Authority;
 - (ii) violation of Applicable Law;
 - (iii) loss of service to system users;

- (iv) damage to the Managed Assets or public or private property; or
- (v) additional expense to the Town
- (vi) a threat to public health

1.1.33 **“EPA”** means the United States Environmental Protection Agency.

1.1.34 **“Event of Default”** has the meaning set forth in Article 11 below.

1.1.35 **“Exit Transition Plan”** means the transition services, including plans for temporary, short-term, operational procedures and activities relating to and after contract termination, to be undertaken by the Contractor when and as more fully specified in Appendix 9, to be attached to this Contract.

1.1.36 **“Extension Period”** means prolongation of time for Contractor adherence to an Agreement scheduled deliverable due to Contractor failure to perform by the scheduled date.

1.1.37 **“Fixed Component Service Fee”** or **“Fixed Component”** has the meaning set forth in Section 10.1.2 below.

1.1.38 **“FOG”** means fats, oil and grease.

1.1.39 **“Good Industry Practice”** has the same meaning as “Prudent Industry Practice.”

1.1.40 **“Good and Accepted Construction Practice”** means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as a good workman-like manner in the construction industry as practiced in the northeast United States region for municipal wastewater treatment and collection.

1.1.41 **“Governmental Approvals”** or **“Approvals”** means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the construction of the Capital Improvements or operation of the Managed Assets or the performance of any other obligation of the Contractor under this Contract.

1.1.42 **CFR 403.3(h). “Industrial Users”** or **“IU”** means an industrial user, as defined in CFR Title 40

1.1.43 **“Influent Parameters”** means the values for ammonia, TKN, total phosphorous, Flow, TSS and CBODs as specified below:

MAXIMUM ALLOWABLE SEWER INFLUENT FLOW AND LOADINGS

Parameter	Annual Average 24-Hour (Average Daily Flow)	Peak 24-Hour Limits (Maximum Daily Flow)
Flow	2 MGD	9.5 MGD
CBOD ₅	3,391 lbs./day	6,700 lbs./day
TSS	4,315 lbs./day	7,000 lbs./day
NH ₄	368 lbs./day	700 lbs./day
TKN	654 lbs./day	1,020 lbs./day
Total P	78 lbs./day	210 lbs./day

1.1.44 **“Interceptor”** means the portion of the Collection System, ranging in size from 15- to-36 -inches, that collects sanitary sewage flows from all the tributary areas upstream of the WWRF and conveys these flows to the WWTF.

1.1.45 **“IPP”** means the Town’s industrial pretreatment program.

1.1.46 **“Kilowatt hour budget”** means the maximum annual electrical consumption that will

be required to operate the Managed Assets at annual flows not to exceed 858.5 million gallons. The foregoing notwithstanding, the Parties acknowledge that the Kilowatt hour budget will change based upon the installation of new equipment. Following the startup and commissioning of such new equipment, the Parties shall agree upon a revised Kilowatt hour budget figure.

1.1.47 **“Legal Requirements”** means compliance with all permits, licenses, Approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the operation, maintenance, repair or replacement of the Managed Assets or to the design, permitting, construction, start up or testing of any Capital Improvements or Capital Modification, including any and all easements, permits, Approvals, certifications, authorizations or consents and licenses issued by Smithfield Building Official, RIDEM, USEPA, or any other Federal, state or local regulatory agency.

1.1.48 **“Maintenance”** means those routine and/or repetitive activities required or recommended by the equipment manufacturers or by the Contractor to maximize the service life of the Managed Assets, consistent with Prudent Industry Practice, and Corrective Maintenance, Preventative Maintenance and Predictive Maintenance.

1.1.49 **“Managed Assets”** means all (i) the existing facilities, equipment and appurtenances within the site boundary of the existing Town of Smithfield WWTF, (ii) the existing wastewater Collection System and (iii) the existing wastewater Pumping Stations. In addition, Capital Modifications over the Term of this Contract shall be included within the definition of Managed Assets.

In cases where specific elements of this Contract apply to less than all of the categories included within the definition of Managed Assets, specific reference will be identified as “Managed Assets Pumping Stations”, “Managed Assets WWTF” and “Managed Assets Collection System”.

1.1.50 **“Managed Asset Collection System”** means all the existing facilities, equipment and appurtenances associated with the Town of Smithfield wastewater Collection System excluding wastewater collection system pumping stations and service connections. This shall include any Capital Modification carried out on the Collection System throughout the Term of the Service Agreement.

1.1.51 **“Managed Assets Pumping Stations”** means all the existing facilities, equipment

and appurtenances and property associated with the existing Town of Smithfield wastewater collection system Pumping Stations. Any Capital Modifications carried out on the Pumping Stations through the Term of this Contract shall also be included within this definition.

1.1.52 **“Managed Assets WWTF”** means all the existing facilities, equipment and appurtenances within the site boundary of the existing Town of Smithfield WWTF. Capital Modifications carried out on the WWTF through the Term of this Contract shall also be included within this definition.

1.1.53 **“Non-Specification Influent”** means Influent that does not meet the Influent Parameters.

1.1.54 **“Notice-to-Proceed (NTP)”** means the written authorization issued by the Town to the Contractor, requiring the Contractor to commence the permitting, design and construction of each of the Capital Improvements and the operation of the Managed Assets, as applicable.

1.1.55 **“NPDES”** means the National Pollutant Discharge Elimination System.

1.1.56 **“Odor Control Plan”** means the provisions and procedures set forth in the plan delineated in Appendix 8, attached hereto.

1.1.57 **“Odor Guarantee”** means the guarantee of the Contractor to operate the managed Assets in accordance with the Odor Control Plan as set forth in Appendix 8.

1.1.58 **“O&M”** means Operation, Maintenance and Management of the Managed Assets in accordance with Prudent Industry Practice and the terms of this Contract.

1.1.59 **“O&M Manual”** means the manual containing detailed standard operating procedures and other specific instructions, policies, directives, routines, schedules and other matters relating to O&M, developed and maintained by Contractor, a copy of which is or shall be attached to this Contract as part of Appendix 6.

1.1.60 **“O&M Transition”** means that period upon the Commencement Date for O&M Services during which Contractor will undertake certain mobilization and transition activities as described in the O&M Transition Plan to ensure the timely assumption of full responsibility by Contractor to deliver the O&M Services as of the Commencement Date for O&M Services therefore.

1.1.61 **“O&M Transition Plan”** means the start-up O&M services to be undertaken by Contractor during the O & M Transition period, when and as more fully specified in

Appendix 5, to be attached hereto.

- 1.1.62 **“Performance Guarantees”** means the Contractor shall meet the following standards on a continuous basis during the Term of this Contract:
- A. The Managed Assets shall be operated on a continuous, uninterrupted 24 hours per day, 7 days per week, 52 weeks per year basis to collect, receive and treat all Sewered Influent flowing to the Managed Assets and treat and discharge Effluent in accordance with the Effluent Requirements, Applicable Law and Legal Requirements (Effluent Guarantee);
 - B. The Contractor shall dispose of all Residuals, in accordance with Applicable Law and Legal Requirements and provide signed manifests where required. Town acknowledges ownership of all residuals collected.
 - C. The Contractor shall at all times comply with the Odor Guarantee and the requirements of the Odor Control Plan as described in Appendix 8, attached hereto.
- 1.1.63 **“Plant Manager”** means the manager employed by the Contractor to manage the operation of the Managed Assets.
- 1.1.64 **"PPI"** means the Producer Price Index by Commodity: Chemicals and Allied Products, Series ID: WPU06 as published by the US Department of Labor, Bureau of Labor Statistics.
- 1.1.65 **Reserved**
- 1.1.66 **"Predictive Maintenance"** means those non-repetitive and non-routine maintenance activities that are identified as necessary during annual testing and inspections conducted in accordance with the O&M manual that are outside of Preventative and Corrective Maintenance.
- 1.1.67 **"Preventive Maintenance"** means those maintenance activities that are routine or repetitive activities required by the equipment manufacturer and/or the Contractor to maximize the service life of the equipment, vehicles and Managed Assets, listed in the O&M Manual, required by warranties or otherwise identified as necessary or desirable in accordance with Prudent Industry Practice.
- 1.1.68 **"Privatization Approvals"** means all Approvals, authorizations, consents or clearances necessary to be obtained by the Town from the EPA, RIDEM and any other Governmental Body having jurisdiction in connection with the execution and performance of this Contract, including without limitation all Approvals, authorizations, consents or clearances for this Contract under Presidential Executive

Order 12803 and under RIDEM regulations.

- 1.1.69 **"Project Capital Improvements"** means the improvement, alteration or addition to the Managed Assets.
- 1.1.70 **"Prudent Industry Practice"** means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as prudent in the municipal wastewater treatment industry as practiced in the northeast United States region.
- 1.1.71 **"Pumping Stations"** means the twelve (12) existing wastewater pumping stations described in Appendix 1 located at various locations within the Town of Smithfield's wastewater Collection System, including structures, equipment, real property (whether easements or deeded to the Town) housing these facilities, and utilities and appurtenances within the real property bounds associated with the Pumping Stations.
- 1.1.72 **"Renewal and Replacement Fund"** means the amount made available to the Contractor by the Town during each contract year to fund Town-approved Renewal and Replacement items and to be used exclusively for Renewal and Replacement as approved by the Town. Renewal and Replacement expenditures shall have a minimum expenditure of \$1,000 per asset, excluding Contractor's labor costs. Renewal or Replacement costs less than \$1,000 shall be considered corrective maintenance and included in the contractor's fixed fee. Expenditures from the Fund of up to \$10,000 may be approved by the Town Manager. Expenditures from the Fund in excess of \$10,000 shall require Town Council approval. The first-year funding shall be up to \$165,000, as approved by the Town. Amounts not expended in a given Contract Year will be carried over to subsequent Contract Years for Renewal and Replacement expenditures in those subsequent years as directed by the Town. Future Fund amounts shall be based on the prior years approved amount adjusted by the CPI inflation index.
- 1.1.73 **"Required Insurance"** means the insurance coverage required in accordance with the provisions of Article 8 of this Contract.
- 1.1.74 **"Residuals"** means any and all side streams, Sludge, grit, screenings, grease and floatables and solid waste produced from the operation of the Managed Assets.
- 1.1.75 **"RFP" or "Request for Proposals"** means the Town of Smithfield Request for Proposals for Wastewater Services, as originally issued on January 10, 2023 and as amended and supplemented. The RFP shall also be intended to be part of the contract

documents for executing the work if so provided herein.

- 1.1.76 "**RIDEM**" means the Rhode Island Department of Environmental Management.
- 1.1.77 "**RIPDES PERMIT**" means the Rhode Island Pollutant Discharge Elimination System Permit RI 0100251, for the Town of Smithfield Wastewater Treatment Facility dated July 1, 2021, including all subsequent revisions or amendments thereto. The Town has challenged a portion of the permit, Contractor is responsible for complying with the Permit as issued; if the Town prevails, a credit will be arranged to reflect the less strenuous permit conditions.
- 1.1.78 "**Septage**" means the liquid and solid material pumped from a septic tank when the system is cleaned or maintained.
- 1.1.79 "**Service Fee**" in connection with the operation and maintenance of the Managed Assets has the meaning set forth in Article 10 of this Contract.
- 1.1.80 "**Service Fee Adjustment Factor**" has the meaning set forth in Article 10 of this Contract.
- 1.1.81 "**Service Recipients**" means recipients of service under this contract.
- 1.1.82 "**Sewer Authority**" means the Town of Smithfield acting through the Town of Smithfield Sewer Authority established by the Rhode Island General Assembly Chapter 156, Section 2, 1968 and as amended in Chapter 96, Section 10, 1973 and Chapter 35, Section 1 in 1982. The Sewer Authority consists of up to five members appointed by the Smithfield Town Council for the purpose of monitoring the day-to-day operations of the Town's wastewater facilities. For the purpose of this Contract, the Town shall be the contracting party.
- 1.1.83 "**Sewered Influent**" means all wastewater entering the Managed Assets WWTF through the piped collection system.
- 1.1.84 "**Side Streams**" means materials such as scum, grease, and grit and screenings from the Managed Assets, or liquid by-products and waste streams from intermediate treatment processing, which require additional treatment or handling.
- 1.1.85 "**SIU**" or "**Significant Industrial User**" means a significant industrial user, as defined in 40 CFR 403.3(v).
- 1.1.86 "**Sludge**" means an organic solid or semi-solid by-product resulting from the chemical treatment, coagulation, flocculation, sedimentation, floatation, thickening, or biological oxidation of wastewater, but excluding screenings and grit.

- 1.1.87 **"Sludge Management Plan"** means that plan developed by the Contractor and approved by the Town which is or shall be attached hereto as part of Appendix 6.
- 1.1.88 **"Specification Influent"** means Influent that meets the Influent Parameters.
- 1.1.89 **"State"** means the State of Rhode Island.
- 1.1.90 **"Term"** means the period the Contractor is contracted with the Town under the terms and conditions hereof, commencing on the Commencement Date.
- 1.1.91 **"Town"** means the Town of Smithfield, Rhode Island.
- 1.1.92 **"Town Fault"** means any breach (including the untruth or breach of any Town representation or warranty herein set forth), failure, nonperformance, or noncompliance by the Town under this Contract to the extent that such breach, failure, nonperformance or noncompliance is not caused solely by any Uncontrollable Circumstance or Contractor Fault.
- 1.1.93 **"Town's Sewer Use Regulations"** means the regulations, ordinances and standard specifications of the Town relating to sewers and sewage disposal.
- 1.1.94 **"Toxic Pollutants"** means those pollutants, or combinations of pollutants, including disease causing agents, which after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly or indirectly by ingestion through food chains, may, on the basis of information available to the Sewer Authority cause death, disease, behavioral, abnormalities, cancer, genetic mutations, physiological malfunctions including malfunctions in reproduction, or physical deformation, in such organisms or their offspring. Toxic Pollutants shall include but not be limited to those pollutants identified pursuant to Section 307 of the Clean Water Act.
- 1.1.95 **"TSS"** means total suspended solids.
- 1.1.96 **"Uncontrollable Circumstance"** means any act, event or condition to the extent that it materially impacts the cost of performance of or materially and adversely affects the ability of either party to perform any obligation under this Contract or the time period within which any obligation under this Contract is to be performed (except for payment obligations) as long as such act or omission, event or condition is beyond the reasonable control of and is not a result of the willful or negligent action of the party relying thereon. Such acts or events may include, but shall not be limited to, the following:

- (A) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Managed Assets), landslide, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, epidemic or pandemic.
- (B) A Change in Law;
- (C) Any failure of title to the Managed Assets or any enforcement of any lien, charge or encumbrance on the Managed Assets or on any improvements thereon not consented to in writing by, or arising out of any action or agreement entered into by, either party to this Contract;
- (D) Labor disputes, except labor disputes involving the Contractor, its affiliates, or subcontractors;
- (E) The failure of any appropriate governmental body or private utility having operational jurisdiction in the area in which the Managed Assets are located to provide and maintain utility service to the Managed Assets which is required for the performance of this Contract; or
- (F) The preemption of materials or services by a governmental body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Managed Assets.
- (G) An exceedance of influent parameters, the receipt of Non-Specification Influent, Biologically Toxic Pollutants, Toxic Pollutants, or influent that is outside the treatment capabilities of the Managed Assets.

Acts and circumstances that do not constitute Uncontrollable Circumstances include, without limitation:

- (1) General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in prices, or currency or exchange rate fluctuations;
- (2) Financial conditions of the Contractor, or any of their affiliates or subcontractors;
- (3) Any changes in labor costs, including costs resulting from union work rules and prevailing wage laws;
- (4) The consequences of any Contractor error, including any errors of Contractor affiliates or subcontractors, unless such Contractor fault.
- (5) Failure of the Contractor to secure applicable patents;
- (6) Failure of any subcontractor or supplier to furnish labor, services, materials or

equipment on the dates agreed to, unless caused by an Uncontrollable Circumstance consistent with the definition above or Town Fault;

- (7) Strikes, work stoppages or labor disputes involving the Contractor, its affiliates and/or subcontractors;
- (8) Failure to obtain RIDEM approval for Capital Improvements;
- (9) Any act, event or circumstance that would not have occurred if the affected party had complied with its obligations under this Contract;
- (10) Changes in the number of Town service recipients, provided however, the Contractor may be entitled to Flow Adjustments as specified in Appendix 10, attached hereto; or
- (11) The enactment of any statute, or the promulgation of any regulation relating to the wastewater management distribution industry, the terms and conditions of which do not impose more stringent or burdensome requirements on the Company than are imposed by the Contract.

1.1.97 **"USEPA" or "EPA"** means the United States Environmental Protection Agency.

1.1.98 **"Variable Component of the Service Fee"** or "Variable Component" has the meaning set forth in Article 10 and of this Contract.

1.1.99 **"WWTF" or "WWTP"** means the existing Town of Smithfield wastewater treatment facility, including structures, equipment, real property (whether easements or deeded to the Town) housing these facilities, and utilities and appurtenances within the real property bounds associated with the wastewater treatment facility.

Section 1.2 References

Unless a different usage shall clearly appear from the context in which any such term shall appear, any masculine, feminine or neutral pronoun that is used in this Contract shall include the corresponding masculine, feminine and neutral forms, and the singular shall include the plural and vice versa. All references to exhibits, appendices, sections or articles shall refer to exhibits, appendices, sections or articles in this Contract. The standard of interpretation that any ambiguity found within this Contract be construed against the drafter shall not be applicable.

Section 1.3 Exhibits/Appendices

The several exhibits and appendices to this Contract shall constitute an integral and essential part of this Contract. All provisions of the exhibits and appendices and all provisions of the body of this Contract, including definitions, rules of interpretation, excuses from performance (such as Uncontrollable

Circumstances), default, termination and occasions for cost adjustment, shall constitute one undivided whole and any conflict between any exhibit or appendix and any other exhibit or appendix or between any exhibit or appendix and the body of this Contract shall be resolved in accordance with generally applicable principles of contract law. If and only if such conflict shall be un-resolvable, the terms of the body of this Contract shall govern.

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Town Representations, Warranties and Covenants

The Town hereby represents, warrants and covenants to Contractor as follows:

- 2.1.1 The Town is a municipal corporation duly created and existing pursuant to the laws of the State. The Town has the full legal right, power and authority to enter into this Contract and to perform its duties and obligations hereunder.
- 2.1.2 The Town has the legal capacity and authority to assess and collect rates and fees from the users of the Managed Assets.
- 2.1.3 The Town has enacted all municipal by-laws or regulations necessary for the performance by it of this Contract.
- 2.1.4 The Town is not subject to any federal, state or local law or regulation or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the Town of this Contract, the compliance by the Town with the terms and conditions hereof, or the consummation by the Town of the transactions contemplated hereby, a violation of such law or regulation.
- 2.1.5 The Town has full power and authority to enter into this Contract and to perform its duties and obligations hereunder. This Contract has been duly authorized, executed and delivered by the Town and the authorization, execution, delivery and performance of this Contract by the Town shall not violate any law, judgment, order, ruling or regulation applicable to the Town and constitutes a legal, valid and binding obligation of the Town, enforceable against it in accordance with its terms, and does not constitute a breach of or default under any agreement or instrument by which the Town is bound.
- 2.1.6 Data and information furnished by the Town to the Contractor in the Town's Request for Proposals relating to the procurement of this Contract was provided for the purpose of securing proposals from various qualified, private proposers on a uniform basis and while the Town has no reason to believe that any of such data and information was incorrect or incomplete for the purposes for which it was furnished, the Contractor is solely responsible for the independent verification of all such data and information and shall independently gather or verify data and information gathered by others, including the Town, to the full extent required in order to perform

its obligations under this Contract in accordance with the standards set forth herein.

Section 2.2 Rights and Obligations of the Town

- 2.2.1 General Responsibilities. The Town shall be responsible for paying the Service Fee on a timely basis and for any Capital Modifications mutually agreed to by the parties under Section 3.1 of this Contract.
- 2.2.2 Capital Modifications Responsibilities. In addition to its general responsibilities hereunder and such rights and responsibilities as it has agreed to accept elsewhere in this Contract, the Town shall perform or be responsible for the following.
 - (i) The Town's Contract Administrator/ Engineer shall designate an individual to act as liaison with the Contractor in connection with the performance of Services by the Contractor. The Contractor understands and agrees that the Town's Contract Administrator/ Engineer, has only limited administrative authority with respect to the implementation of this Contract and cannot bind the Town with respect to any Amendment of the Contract and cannot bind the Town in any way with respect to incurrence of costs in excess of amounts appropriated therefore. Within such limitations, the Contractor shall be entitled to rely on the written directions and instructions of the Town's Contract Administrator/ Engineer.
- 2.2.3 The Town will not charge the Contractor for any building permits required for design and construction of the Capital Modification that will be owned by the Town.
- 2.2.4 The Town shall keep in force all real estate easements and licenses that have been granted to Town, are necessary in order for the Contractor to perform its scope of services and are not transferred to Contractor under this Contract.
- 2.2.5 The Town shall pay all sales taxes associated with the Managed Assets. In the event Contractor is required to pay any sales tax, such payments shall be reimbursed by the Town unless the Town furnishes a valid and properly executed exemption certificate relieving the Town and Contractor of the obligation for such taxes. In the event the Town furnishes an exemption certificate which is invalid or not applicable to services by Contractor, the Town shall indemnify Contractor for any taxes, interest, penalties, and increment costs, expenses, or fees which it may incur as a result of Contractor's reliance on such certificate.
- 2.2.6 The Town shall provide the Managed Assets with appropriate security to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by Town and shall accept liability for such losses except to the extent such

losses are directly caused by the negligent acts or omissions of Contractor.

Section 2.3 The Contractor Representations, Warranties and Covenants the Contractor represents, warrants and covenants to the Town as follows:

- 2.3.1 The Contractor is a limited liability company duly organized entity and validly existing in good standing in the State of Delaware and is qualified and authorized to do business in the State of Rhode Island.
- 2.3.2 The Contractor has full power and authority to enter into this Contract and to perform its duties and obligations hereunder. This Contract has been duly authorized, executed and delivered by the Contractor and the authorization, execution, delivery and performance of this Contract by the Contractor shall not violate any law, judgment, order, ruling or regulation applicable to the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against it in accordance with its terms, and does not constitute a breach of or default under any agreement or instrument by which the Contractor is bound.
- 2.3.3 At all times during the Term of this Contract, the Contractor shall keep the Managed Assets free from, or shall promptly discharge or bond, any liens or encumbrances arising out of or in connection with (i) Contractor's Services, or Capital Modifications to the Managed Assets under this Contract, or (ii) any acts, omissions or debts of the Contractor, the subsidiaries, or any of its subcontractors. The Contractor shall provide evidence to the Town of such bond or discharge within thirty (30) days of the placement of such lien or encumbrance.
- 2.3.4 No material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against the Contractor that would prevent or preclude Contractor from performing its obligations under this Contract by any federal, state or local governmental authority or agency, or in any federal, state or local court, that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or Consent Agreement binding the Contractor on account of this Contract on account of the actions contemplated to be taken by the Contractor hereunder.
- 2.3.5 There is no federal, state or local law or regulation thereunder or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery of this Contract, of the guaranties with the terms and conditions thereof, as applicable, or the consummation by the Contractor of the transactions contemplated

thereby, as applicable, a violation of such law or regulation.

Section 2.4 Covenants of Town and the Contractor with Respect to Debt Instruments

- 2.4.1 The Town and the Contractor acknowledge and agree that this Contract is intended to conform to the requirements of Revenue Procedure 2017-13, and is to be interpreted consistently therewith such that any debt obligations issued by the Town to finance any portion of the assets included in the Managed Assets, including Capital Modifications shall not, solely because of this Contract, constitute "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended. In particular, it is intended that, taking into account all aspects of this Contract, including Article 10 hereof, the periodic fee paid by the Town to the Contractor for services hereunder shall be in an amount no part of which is determined by net profit and at least 80% of which is fixed in amount, subject only to externally determined escalators.
- 2.4.2 The Town and the Contractor agree that, for so long as tax-exempt obligations are outstanding with respect to the Managed Assets, they shall not adopt any amendment of this Contract except with an opinion of the Town's Bond Counsel, that such Amendment of Agreement will not adversely affect the tax-exempt status of any obligations outstanding with respect to the Managed Assets. The cost of such opinion shall be borne by the party requiring the amendment, or shared jointly by both parties if both parties have requested such amendment.

ARTICLE 3

DESIGN, TESTING, CONSTRUCTION AND ACCEPTANCE OF TOWN

DIRECTED CAPITAL MODIFICATIONS

Section 3.1 Capital Modifications

Any Capital Modifications that are deemed necessary, either by Change of Law, by the Town or as presented by the Contractor and approved by the Town during the duration of the Contract shall be mutually agreed upon by both parties, shall not affect the RIPDES Permit in any way and shall be approved by the Sewer Authority and Town in the form of a contract amendment hereto, which shall become a binding part of this Service Agreement. It is understood that certain Capital Modifications may be necessary, needed or wanted from time to time, and the Town will supply and furnish all funds to pay for such Capital Modifications.

Section 3.2 Design Requirements and Construction Work Standard

In undertaking the Capital Modifications, as approved by the Town, the Contractor shall itself, and the Contractor shall require that all subcontractors shall, do so in accordance with the design requirements and that all construction work shall be in accordance with Good and Accepted Construction Practice and all Applicable Law and Legal Requirements. Without additional compensation, the Contractor shall re-perform any Services in connection with the Capital Modifications which fail to conform to the design requirements and shall promptly correct any construction work which fails to meet the requirements of the design approved by the Town, Good and Accepted Construction Practice, Applicable Law and Legal Requirements to the extent that same are attributable to Contractor itself or to vendors or service providers from which the Contractor procures machinery, services, equipment, or materials.

Section 3.3 Warranties

The Contractor warrants to Town that materials and equipment purchased by Contractor and incorporated in the Capital Modifications will be new. The Contractor shall, for the protection of Town, require from all vendors or subcontractors from which the Contractor procures machinery, equipment, or materials for the Capital Modifications, such warranties as are normally provided with respect to such machinery, equipment, and materials, which will be assigned to or be in the name of the Town to the full extent of the terms thereof. The Town shall not require any independent warranties, implicit, express or otherwise, to be provided by the Contractor in regard to the machinery, equipment and materials and the Contractor provides no such warranties, provided, however, that nothing in this Section or in the terms of any exhibit, schedule or any warranty that the Contractor may obtain in accordance herewith, shall relieve the Contractor of its responsibility to provide the Services required by this Contract in connection with the Capital Modifications, including the requirements of Section 3.2 hereof. No failure of any machinery, equipment or material obtained by Contractor or of any Contractor's subcontractors or vendors shall be cause for any increase in the Capital Modifications Construction Price or diminution in the Services provided unless such failure is itself attributable to an independent Uncontrollable Circumstance, or Town Fault, in which case the provisions of this Contract relating to such events shall be applicable. Nothing herein shall relieve the Contractor of the obligation to do all things necessary to maintain manufacturers' warranties. All warranties hereunder shall be at least one (1) year in duration from the date of final completion of the Capital Modifications and Acceptance by the Town thereof.

Section 3.4 Legal Requirements

The Contractor shall procure and maintain all Legal Requirements that are the responsibility of the Contractor.

Section 3.5 Record Drawings and Documents: (RESERVED)

Section 3.6 General Provisions

- 3.6.1 **No Changes in Design.** No changes in the design of the Capital Modifications, after approval by the Town, will be permitted without the Town's written consent.
- 3.6.2 **Cost Overruns.** Cost overruns associated with any approved Capital Modifications that are attributable to Contractor itself or to vendors or service providers from which the Contractor procures machinery, services, equipment, or materials shall be the responsibility of the Contractor except to the extent actual costs of construction are increased due to Uncontrollable Circumstances, Town Fault or Change Order.
- 3.6.3 **Title: Risk of Loss.** The Town shall have title to all materials and equipment used in connection with or integrated into the Managed Assets. Risk of loss concerning such materials and equipment shall remain with the Contractor until Acceptance has occurred and any approved Capital Modifications have been completed.
- 3.6.4 **Cost of Operations During Testing.** The Town directed Capital Modifications Construction Price during the contract period shall include all amounts necessary to pay for testing, operations, and maintenance of such Capital Modifications during the Acceptance Tests and any period in between the Acceptance Testing and Acceptance, as well as the basic cost of construction and any startup operations. The cost of any re-testing due to the Contractor's failure of initial tests, including Town costs and the costs of its Contract Administrator/ Engineer shall be borne by the Contractor.
- 3.6.5 **Performance During Construction, Testing and Acceptance.** During any Town approved Capital Modifications construction, testing and Acceptance, the Contractor shall be required to comply with all Performance Guarantees, except to the extent the Town permits a Performance Guarantee to be modified due to such construction or testing, as proposed by the Contractor, negotiated by the parties and approved by the regulatory agencies.

Section 3.7 Extension Period and Liquidated Damages for Delay

If Acceptance of any approved Capital Modifications does not occur by the Scheduled Acceptance Date, as set forth in any subsequent Contract Amendments or during any extension period agreed to by the Town, the Town may terminate this Contract, or amendment thereto, for cause, except in the case of Uncontrollable Circumstances. In addition, the Contractor shall pay the Town liquidated damages in the amount of \$1,000 for each calendar day of delay in Acceptance by the applicable scheduled acceptance date of any Capital Modification, except in the case of Uncontrollable Circumstances.

The Contractor shall also indemnify the Town against all regulatory fines, penalties, if any, associated with

such failure to achieve Acceptance by the applicable Scheduled Acceptance Date. Uncontrollable Circumstances will operate to extend the applicable Scheduled Acceptance Date as appropriate.

Section 3.8 Change Orders

Change Orders will be dealt with on a case-by-case basis as any Contract Amendments for Capital Modifications become approved by the Town following the establishment of a set cost for said Modifications. This clause may also apply to any change on "Scope of Work" that are outside of the contract conditions stated herein.

Section 3.9 Warranties

The Contractor shall take no action that would tend to void or otherwise adversely affect manufacturer's warranties and, to the extent permitted by such manufacturer's warranties, shall cause the warranties to run to the Town's benefit.

Section 3.10 Town Corrective Action

The Town shall have the right to perform any construction obligation of the Contractor relating to matters of health, safety, environmental threat that the Contractor fails to promptly perform after 24-hour notice, and to charge the Contractor the cost and expenses of such corrective action including professional and legal fees.

ARTICLE 4

RESERVED

ARTICLE 5

FINANCING CAPITAL MODIFICATIONS AND RENEWAL AND REPLACEMENT

Section 5.1 Financing

The Town will finance all Capital Modifications as approved and once Contract Amendments have been fully executed between the Town and the Contractor. The Town reserves the right to allocate funding in the next fiscal cycle if it is deemed the Capital Modification can be planned as such. In the event RIDEM permitting is necessary that would otherwise affect the RIPDES Permit the Contractor shall not be authorized to proceed with the Modifications unless otherwise approved by such permitting agencies.

Section 5.2 Renewal and Replacement Fund

In addition to the Service Fee, the Town shall establish a Renewal and Replacement Fund (R&R Fund) in accordance with Section 1.1.72 of this Contract. The R&R Fund will be funded through the monthly payments to the Contractor in the annual amount of \$165,000 in Contract Year 1. The amount shall be increased annually by the Annual Fee Adjustment Factor.

- 5.2.1 Assets that require replacement that cost over \$1,000 dollars per unit (excluding Contractor's labor which is included in the Service Fee) shall be paid for by the Town out of the R&R Fund unless specialty type contractors are required to perform the Work. Specialty Contractors labor costs may be recovered from the R&R Fund with prior written approval of the Town's designated contact person.
- 5.2.2 Contractor shall annually provide the Town with a plan for the use of the Fund for the upcoming Contract Year. The Town shall have the right to review the proposed plan and reject the plan in whole or in part. If the Town rejects some or all of the proposed R&R spending plan, the Contractor shall revise and resubmit. The proposed R&R spending plan shall be submitted at least 60 days prior to the start of the next Contract Year.
- 5.2.3 The Contractor shall notify Town promptly of any required expenditures of this fund as soon as possible. The Contractor shall provide Town with a monthly accounting of all Renewals & Replacements funded from this account, the amount anticipated in the coming month and the remaining funds for the fiscal year and the current month expenditures.
- 5.2.4 Contractor shall provide Town with invoices for all assets where funding was used from said account and why it was used. Contractor shall be entitled to a 10% markup on the asset cost and or specialty contractor needed to perform the work.
- 5.2.5 Should an emergency arise or the need to perform Renewals and Replacements that is above and beyond the limit of the Renewal & Replacement Fund as appropriate in any given contract year, the Town will provide all necessary funding prior to requiring the Contractor to proceed with Renewals & Replacements in excess of the Fund balance.
- 5.2.6 Any amounts remaining in the Fund at the end of a Contract Year shall roll over to the following Contract Year or may be applied as directed by the Town. The amount in the Funds are the Town's monies.

ARTICLE 6

OPERATION AND MAINTENANCE SCOPE OF SERVICES

Section 6.1 Contractor General Responsibilities

The Contractor shall be responsible for operating and maintaining the Managed Assets, making Capital Modifications if authorized and funded by the Town and mutually agreed by the parties, and providing other services, all as further specified in this Contract. Included in the operating and maintenance services will be the requirement to arrange for the transportation and disposal of any wastewater treatment plant residuals. The Contractor shall be responsible for full maintenance and protection for the Managed Assets (including the Collection System) during the Term of this Contract, which includes ensuring that the facilities are in full compliance with Applicable Law, Legal Requirements and Prudent Industry Practice. Further, the Contractor shall be responsible hereunder, as part of its continuous activities in executing the O&M Services for the Managed Assets, to manage and administer, but not enforce, the Town's Industrial Pretreatment Program.

Without limiting the generality of the foregoing, the Contractor will perform all Services described in Operation and Maintenance Standards as set forth in Appendix 6, in connection with the operation and management of the Managed Assets in accordance with the provisions and requirements set forth in this Contract and all Appendices hereto and will perform all services as specified in the O&M Manual.

Section 6.2 Approval Period Generally

Following the Contract Date but before the Commencement Date, each party will seek to satisfy the remaining conditions necessary to implement the provisions of this Contract. This period is the "Approval Period."

Section 6.3 Contractor Approval Period Responsibilities

Contractor Approval Period Responsibilities include activities as described in Appendix 5 and as described below.

- 6.3.1 Obtaining any Governmental Approvals necessary to operate the Managed Assets including transfer of existing permits and obtaining RIDEM staffing approval, as required;
- 6.3.2 Obtaining Required Insurance;
- 6.3.3 Establishing the required Payment and Performance Bond, as mutually agreed by both parties;
- 6.3.4 Conducting an initial Managed Assets inventory and inspection as further described in Appendices 5 and 7. The Managed Assets inventory will be incorporated into this

Contract as Exhibit A. The Managed Assets Registry (MAR) was updated in 2022. The Town has provided the latest MAR and does not warrant its accuracy. Contractor shall assure themselves due diligence and ensure the accuracy of the outgoing contractor's evaluation of the assets and is not obligated to maintain the assets outside of the Renewal and Replacement Fund, as otherwise authorized by the Town.

- 6.3.5 Providing for staffing in accordance with the staffing plan contained in the Contractor's proposal and accepted/approved by RIDEM and in accordance with Appendix 4;
- 6.3.6 Preparing a Transition Plan in accordance with Appendix 5 and carrying out activities necessary for a smooth transition of services; and
- 6.3.7 Adopting the existing O & M plan and updating to reflect Contractor's operations and maintenance plan and to commence and carry forward operations in accordance with Good Industry Practice and in compliance with Appendices 6, 7 and 8 attached hereto.
- 6.3.8 Completion of the Managed Assets evaluation, including the development of the Managed Asset registry, rebuild/replacement schedules, functionality and structural evaluations and projected weighted average rebuild/replacement useful life for the Managed Assets, all as described in Appendix 7, attached hereto.

Section 6.4 Town Approval Period Responsibilities

Town Approval Period Responsibilities include:

- 6.4.1 Revising all required Privatization Approvals, including, without limitation, those as may be required by EPA, RIDEM and Rhode Island State Revolving Fund agencies;
- 6.4.2 Expiration of current operation and maintenance arrangements.
- 6.4.3 Participate and cooperate with the Contractor, in obtaining any required Approvals.

Section 6.5 Town Ownership

The Managed Assets are owned by the Town. The Contractor may not treat itself as the owner of the Managed Assets for federal tax or any other purpose and will not be entitled to borrow against, or mortgage or otherwise encumber any interest in, the Managed Assets.

Section 6.6 Managed Asset Responsibility

The Contractor agrees to maintain the Managed Assets as to comply with Applicable Law, Legal Requirements and Prudent Industry Practice that change during the Contract Period subject to the funding obligations described in Sections 1.1.77 (RIPDES Permit), 6.3.4 (Managed Assets) and 10.1.1 (Service Fee

– Formula). Contractor may use "Renewal & Replacement Fund" for such upgrades, if approved in writing by the Town's designated representative, to bring in compliance with applicable law. No relief shall be afforded the Contractor in the event the existing condition of the Managed Assets adversely affects the Contractor's ability to meet its performance, price, schedule and other contractual commitments, and no such adverse effect shall constitute an Uncontrollable Circumstance.

Contractor agrees that the current conditions of the Managed Assets will not prevent the Contractor from performing the obligations required under this Contract. Further, capital Renewals, Replacements and improvements greater than \$1,000 (excluding Contractor's labor which is included in the Service Fee) will be paid for out of the Renewal & Replacement Fund or by the Town directly, and the Contractor will not have any obligation to perform capital items absent Town funding. In this regard, the Town will be solely responsible for making decisions regarding and funding any capital improvements designed to address items such as the fire alarm system, ADA compliance and compliance with general building codes.

Section 6.7 Performance Liquidated Damages

If the Contractor fails to comply with any Performance Guarantee, in addition to its other obligations under this Contract and other remedies available to the Town hereunder, it shall, at Town's option, pay liquidated performance damages as follows: in the event the Contractor discharges Effluent in violation of the Performance Guarantees or Applicable Law, the Contractor shall pay the Town liquidated damages as follows: (1) for each day a violation of an Effluent Requirement for non-toxic pollutants, \$1,000 plus any fines imposed by the regulatory agencies; and (2) for each day a violation of an Effluent Requirement for Toxic Pollutants, \$2,500. In addition, the Contractor shall pay to the Town the amount of \$5,000 for (1) each pass-through of pollutants which causes or has the potential to cause a water quality problem or health problem, and (2) each unauthorized Managed Assets bypass. These amounts shall escalate annually from the Commencement Date based upon fee escalation parameters as established in Appendix 10 herein

In addition to its other obligations under this Contract, if the Contractor fails to meet reporting requirements or meet other administrative responsibilities of this Contract, the Contractor shall pay the Town as liquidated damages \$100/day for each such occurrence past the required report due date.

Notwithstanding anything to the contrary in this Contract, the amount of liquidated damages payable by Contractor to Town shall not exceed 5% of the annual service fee in any calendar year. No liquidated damages shall be imposed or due in the event a breach of Section 3.7, Section 6.7 or Appendix 6, Section 6.4 is the result of an Uncontrollable Circumstance. In addition, the election to seek liquidated damages shall be the Town's sole and exclusive remedy for breaches of Sections 3.7, Section 6.7 and Appendix 6, Section 6.4.

Section 6.8 Residuals Disposal

The Contractor shall arrange for the transportation and disposal of all Residuals collected from the Facilities, in accordance with Applicable Law Legal Requirements, the Performance Guarantees, Prudent Industry Practice, the Odor Guarantee, the Sludge Management Plan as described in Appendix 6, attached hereto, and the other requirements of this Contract. Residual disposal will be treated as a pass-through cost, with the Contractor required to competitively procure such services every three years.

Section 6.9 Governmental Approvals

The Contractor is responsible for applying for, obtaining, and maintaining in force all Governmental Approvals required for the operation of the Managed Assets by Contractor. The Town shall have the right, but not the obligation, to participate in the permitting process. The Contractor shall bear all the costs associated with such Governmental Approvals. All Governmental Approvals shall be fully assignable to the Town and the Contractor shall fully cooperate in the transfer of permits to the Town at its request.

Section 6.10 Exit Transition Services

At the end of this Contract, whether at its stated expiration or by earlier termination for whatever reason, the Contractor shall provide services necessary for a smooth, uninterrupted transition of service to the Town or its new operations contractor. The Contractor shall prepare an exit transition plan describing said services in compliance with Appendix 9 and provide said plan to the Town within 180 days of the execution of this Contract.

Section 6.11 Town Access to Facility and Records

The Town shall have the right from time to time or at any time to inspect the Managed Assets and the operation thereof by the Contractor and the records of the Contractor pertaining thereto in accordance with the provisions of Appendix 6.

ARTICLE 7

RIGHTS AND OBLIGATIONS OF THE TOWN UNDER OPERATION AND MAINTENANCE SCOPE OF SERVICES

Section 7.1 General Responsibilities.

The Town shall have the following general responsibilities.

7.1.1 Managed Assets Responsibilities

- i. Subject to the provisions of Section 6.9 (Government Approvals) herein, the Contractor shall cooperate with the Town to procure and maintain any permits and

Approvals that are the responsibility of the Town as listed in this Contract.

- ii. The Town shall enforce in a reasonable manner, consistent with applicable law, all ordinances of the Town, including ordinances intended to prevent the introduction of improper influent into the sewer system.
- iii. The Town shall at all times, assure access to the Managed Assets for the Contractor, its agents, and employees. The Town shall acquire and maintain all property rights and easements necessary to secure access for the Contractor to operate, maintain and manage the Managed Assets. The Town shall be responsible for necessary expenses, costs or fees for such property rights or easements.
- iv. The Town shall designate an individual to act as liaison with the Contractor in connection with the performance of services by the Contractor (Contract Administrator/ Engineer). The Contractor understands and agrees that such individual, has only limited administrative authority with respect to the implementation of this Contract and cannot bind the Town with respect to any amendment of this Contract or bind the Town in any way with respect to incurrence of costs in excess of amounts appropriated therefor. Within such limitations, the Contractor shall be entitled to rely on the written directions and instructions of the Town's Contract Administrator/ Engineer.

When this Contract shall require any approval or consent by the Town to a Contractor submission, request or report, such approval or consent shall be given or withheld in writing by the Town's Contract Administrator/ Engineer and co-signed by the Town Manager in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by the Town with the law and procedures that generally govern its affairs.

- v. The Town shall cooperate with the Contractor and shall take all steps within its reasonable control to allow the Contractor to implement O&M Transition in accordance with the Contractor's O&M Transition Plan.
- vi. Upon termination or expiration of this Contract for any cause, the Town shall have the right to offer employment on terms it may choose to any Contractor employee employed full time at the Managed Assets. No employment agreement, job offer, letter or similar document may contravene this right. The Town shall extend any job offer within thirty (30) days of termination or expiration of this Contract. These rights may be transferable to a new operator at termination or expiration of this

Contract.

7.1.2 Police and Fire Protection.

The Town shall continue to provide to the Managed Assets all police, fire and other municipal services provided to the Managed Assets as of the date of execution of this Contract, to the extent that these municipal services are provided from time to time to other industries in the Town, at the same costs and on the same terms and conditions as are generally applicable to industries in the Town.

7.1.3 Review and Approvals; Emergency Response

- i. Unless expressly stated otherwise in this Contract, and except for reports and submittals made by the Contractor that do not, by their terms or the terms of this Contract, require a response or action, if the Town does not find a report or submittal acceptable, it shall in good faith attempt to provide written response to the Contractor describing its objections and the reasons therefore within twenty (20) Business Days. All such reports and submittals to which the Town objects shall be deemed rejected and the Contractor may resubmit the same, with appropriate modifications.
- ii. Notwithstanding any requirement of this Contract requiring Town approval or consent to reports or submittals, if at any time the Contractor determines in good faith that an Emergency situation exists such that action must be taken to protect public health and safety, the safety of Contractor's employees or the safety and security of the Managed Assets, or to minimize the immediate consequences of an Uncontrollable Circumstance or other catastrophic event to the public or such personnel or the Managed Assets, then the Contractor shall take all such action as it in good faith determines is reasonable and appropriate under the circumstances. As promptly thereafter as is reasonable given the circumstances, the Contractor shall notify the Town of the event and the Contractor's response thereto. The Contractor shall be entitled to submit any Change Order that may be appropriate under the circumstances in question. The cost of Contractor action pursuant to this paragraph shall be included in such Change Order and shall be borne by the Contractor or the Town, as is determined to be appropriate under this Contract, as the case may be, as if such cost of Contractor action had been incurred after full submission to and approval of the Change Order by the Town.

ARTICLE 8

INSURANCE AND PERFORMANCE BOND

Section 8.1 Contractor Insurance

The Contractor shall, at its expense, maintain the following insurance types and coverages, in the amounts stated, in full force and effect for the duration of this Contract:

- 8.1.1 **Workers' Compensation** - Statutory workers compensation insurance required by Rhode Island law covering all of the employees, subcontractors and designees of the Contractor.
- 8.1.2 **Employer's Liability Insurance** - Employer's liability insurance with limits covering Rhode Island operations. The following limits shall apply:
 - \$2,000,000 each accident Bodily Injury by Accident
 - \$2,000,000 policy limit Bodily Injury by Disease
 - \$2,000,000 each employee Bodily Injury by Disease
- 8.1.3 **Commercial General Liability/Property Damage Insurance** - Commercial General Liability coverage to include broad form contractual liability, blanket additional insured, per project or location aggregate and removal of hostile fire pollution exclusion. The following limits shall apply:
 - \$1,000,000 bodily injury and property damage per occurrence limit
 - \$1,000,000 personal and advertising injury limit
 - \$2,000,000 general aggregate limit
 - \$2,000,000 products and completed operations aggregate limit
 - \$300,000 fire legal liability
 - \$10,000 medical payments per person
- 8.1.4 **Commercial Automobile Liability** - Commercial automobile liability insurance covering owned autos, including uninsured and underinsured motorists, hired and non-owned automobiles and pollution liability endorsement with combined single limit of \$1,000,000.
- 8.1.5 **Umbrella Liability:** - Excess umbrella liability insurance above the required commercial general liability, workers compensation and automobile insurance in the amount of \$10,000,000 each occurrence and \$10,000,000 aggregate limit with a per

project or location aggregate endorsement.

8.1.6 **Contractor's Pollution Legal Liability** - Pollution legal liability insurance with limits of \$5,000,000 per loss and \$10,000,000 aggregate limit with a per project or location aggregate.

8.1.7 **Contractor's Personal Property Liability** - Contractor shall maintain and insure their own personal property, equipment and supplies used in the operation, Renewal or construction of the Managed Assets with sufficient replacement cost limits to avoid coinsurance penalties. Contractor shall also be responsible for insuring against their own loss of business income and extra expense associated with acts of God, Uncontrollable Circumstances and other insurable perils.

8.1.8 **Contractors Protective Liability Policy** - Reserved

Section 8.2 General Provisions applying to all Contractor Insurance

The following provisions shall apply to all insurance maintained by the Contractor as required by this Contract:

8.2.1 **Deductibles** - In lieu of the Town's approval of the Contractor's insurance deductibles, the Contractor affirmatively represents and confirms that it maintains, at all times, sufficient financial ability to meet any insurance deductible that should arise during the term of this Contract and will provide proof of same to the Town upon request. The Town agrees that it shall keep any such financial information provided to the Town confidential unless otherwise required by law or a court of competent jurisdiction.

8.2.2 **Certificates of Insurance** - Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Town for its review prior to the applicable Contract Date or, in the case of a renewal, as reasonably provided by the insurer. The certificates of insurance shall provide for 60 days written notice to the Town of cancellation (except with respect to cancellation for non-payment of premiums to which a 30-day written notice shall be required), intent not to renew, or, to the extent that they would affect the Town or its rights or obligations under such policy or the Contract, any reduction or change in its coverage by the insurance company.

8.2.3 **Modification of Coverage** - The Town may elect to modify the above-referenced coverages over the term of this Contract to reflect commercially reasonable increases in insurance coverages.

- 8.2.4 **Additional Insureds** - The Contractor shall include the Town and its Town Council, Sewer Authority, officers, officials, agents, Board and Commission members, volunteers, employees and sub-contractors as additional insureds (the "Additional Insureds") on insurance policies required pursuant to this Contract, where applicable.
- 8.2.5 **No Recourse Provision** - All insurance policies, except the workers' compensation, employer's liability, and professional liability policies shall provide that the insurers shall have no recourse against the additional insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required pursuant to this Contract shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Town. The Town reserves the right of subrogation by the Town's insurer on behalf of the Town of Smithfield.
- 8.2.6 **No Release from Responsibility** - Neither approval by the Town, nor a failure to disapprove insurance furnished by the Contractor, shall release the Contractor from full responsibility for liability, damages and accidents as set forth herein.
- 8.2.7 **Qualifications of Insurers** - The Contractor shall obtain the insurance set forth herein with insurance companies that carry at least a Best's "A" or equivalent rating. In addition, insurance must be obtained or maintained with insurers authorized to do business in the State of Rhode Island.
- 8.2.8 **Subcontractors** - The Contractor shall be responsible for ensuring that all subcontractors working on the Capital Improvements and/or Managed Assets, including Operation and Maintenance activities, secure and maintain, appropriate types and levels of coverage for the work being performed by such subcontractor and those coverages required by Applicable Law and Legal Requirements in connection with their presence and the performance of their duties pursuant to the Contract.

Section 8.3 Town Insurance

The Town shall maintain the following insurance during the term of this Contract:

- 8.3.1 All risk property insurance on the Managed Assets WWTF Site substantially similar in kind, scope and amount as that maintained by the Town as of the Contract Date.

- 8.3.2 Automobile liability insurance on its owned, non-owned and hired vehicles - \$1,000,000 in limits for bodily injury and property damage.
- 8.3.3 Commercial General Liability with Bodily Injury and Property damage including contractual liability coverage - \$2,000,000 each occurrence/\$2,000,000 aggregate.
- 8.3.4 Personal injury liability - \$2,000,000 aggregate.

Section 8.4 Capital Modifications Performance Bond/Labor and Material Pavement Bond

- 8.4.1 With respect to any Capital Modifications, the Contractor shall provide, directly or through its subcontractors, a performance bond and a labor and material payment bond, in a form that shall be approved by the Town, relating to such Capital Modifications in an amount equal to one hundred (100%) percent of the cost thereof, each such bond to remain open until final Acceptance of the Capital Modification to which it relates. Such bonds shall be provided to the Town prior to commencement of construction and shall otherwise conform to the requirements of Section 8.4.1 of this Contract.

Section 8.5 Performance Bond

- 8.5.1 The Contractor shall maintain a performance bond to secure its services to the Town. The Performance Bond shall be in an amount that is 1.5 times the annual service fee. The failure to demonstrate compliance with this provision within 45 days of the start of a Contract Year shall be a default event.

ARTICLE 9

CAPITAL MODIFICATIONS

Section 9.1 General Capital Modifications

As addressed in Article 3 hereof, Capital Modifications to the Managed Assets may be necessary or desirable as a result of an Uncontrollable Circumstance, request by the Town or proposal by the Contractor approved by the Town. Any cost or change associated with a Capital Modification shall take into account all O&M savings expected to be realized as a result of such Capital Modification and therefore the institution of the Capital Modification may result in a credit to the Town hereunder. Further, under no circumstances shall any maintenance, Renewal, or replacement of the Managed Assets, all of which shall remain the responsibility of the Contractor to be performed at its cost and expense, be considered to constitute a Capital Modification.

Section 9.2 Design Requirements and Performance Standards

All Capital Modifications to the Managed Assets shall adhere to the standards of Good and Accepted Construction Practice and design requirements.

Section 9.3 Town Approval Required

- 9.3.1 For any Capital Modification, before any work with respect thereto shall commence designs, specifications and a statement of work summarizing the Capital Modification, and its purpose shall be submitted to the Town for approval in accordance with the procedures established in this Section. The purpose of the Town review shall be to determine to the satisfaction of the Town that the proposed Capital Modification will not result in reduction in the value or reliability of the Managed Assets or Services provided by the Contractor under this Contract. The Town will accept or reject the proposed Capital Modification within ninety (90) days of its submission or during such extension thereof as approved by the Town Manager, or the proposed Capital Modification will be deemed rejected by the Town for all purposes of this Contract. The Town may, but shall not be required, to state its reasons for any rejection or deemed rejection and following any rejection the Contractor may resubmit the same or a modified proposal with the same effect as in the case of an original submission. If the proposed Capital Modification is required or alleged to be required as a result of an Uncontrollable Circumstance or a Change in Law and the parties cannot agree on the necessity, scope, cost or design of the Capital Modification, then this matter may be submitted by either party to Dispute Resolution as hereinafter defined in Article 11.
- 9.3.2 The cost of preparing designs, specifications, cost estimates and other technical aspects of submittals made on account of any proposed or requested Capital Modification other than a Capital Modification requested by the Town and not otherwise required shall be initially borne by the Contractor and shall be recovered by it as a cost of the Capital Modification, if and to the extent that such Capital Modification is undertaken at the Town's expense. In the case of a Capital Modification requested by the Town and not otherwise required, the Contractor may, as a condition of preparing designs, specifications, cost estimates and other technical submittals, require the Town to provide a duly appropriated planning budget from which the cost of such submittals will be paid. To the extent the Contractor elects not to require such payment, the cost thereof shall be included in the cost of any Capital Modification undertaken in response to such Town request.

9.3.3 The Town's approval of the design of any Capital Modification shall in no way relieve the Contractor of full responsibility of such design hereunder.

Section 9.4 Procedures for Capital Modifications

9.4.1 For any Capital Modification, the submittal required by Section 9.3 shall be a written notice from the Contractor to the Town of the Capital Modification which notice shall include the following:

- (i) The reason for the Capital Modification, A description of the Capital Modification with sufficient detail to enable a third party to evaluate the necessity, scope, cost, benefits and design thereof,
- (ii) Whether the Capital Modification is such that an Acceptance Test is appropriate, and if so, an outline of the Acceptance Test and Acceptance Test Protocol,
- (iii) An estimated completion schedule,
- (iv) A draw-down schedule,
- (v) A firm proposal with respect to any required adjustment to the Contract Price to reflect increased or decreased costs or expenses resulting from such Capital Modification and the addition or change of the Capital Modification Charge, and
- (vi) The effect, if any, of such Capital Modifications on Contractor's obligations hereunder.

9.4.2 Contractor is required at their cost to supply, perform and execute all performance requirements as set for the in the Capital Modifications.

9.4.3 The Town may engage its Contract Administrator/Engineer or other qualified wastewater engineer to assist with the review of the notice and material submitted therewith; and to independently assess the need for such Capital Modification and to review and approve Contractor's proposed plans and specifications. If the Capital Modification is not required by the occurrence of an Uncontrollable Circumstance, review by the Town shall be to determine to the Town's satisfaction that the modifications are in the best interest of the Town, taking into account the cost thereof, and all other factors that the Town deems relevant. If the Capital Modification is required by the occurrence of an Uncontrollable Circumstance, review by the Town shall be to determine (i) that the Uncontrollable Circumstance has occurred and is such as to require a Capital Modification; (ii) that the Capital Modification proposed represents the least- cost solution, consistent with the Design Standard of Care, to the problem presented by the Uncontrollable Circumstance taking into account any

change in costs associated therewith, the remaining Term of this Contract and alternative methods of addressing the situation; and (iii) that the Acceptance Test and Acceptance Test Protocols are adequate and sufficient.

9.4.4 Upon receipt of the recommendations of the Contract Administrator/Engineer or other qualified wastewater engineer, the Town, in its sole discretion, may approve, modify or reject the Contractor's proposed plans and specifications.

9.4.5 All Capital Modifications shall be subject to Acceptance by the Town after inspection and, if applicable, testing.

9.4.6 Town Financing. The Town shall provide financing for any Capital Modification for which it is financially responsible under this Article, and shall make proceeds of the financing available to the Contractor to pay the negotiated price on the milestone schedule and subject to any retainage or other condition negotiated by the parties.

Section 9.5 Other Notices and Approvals

If any approval of (a) RIDEM or other government agency with jurisdiction and authority or (b) any other person or governmental authority is required for the implementation of a Capital Modification, then either the Town or the Contractor shall obtain the approval. If the Contractor is unable to obtain the required approval, then (i) if such party made the request for the Capital Modification, it shall withdraw or revise its request or challenge the propriety of the denial, or (ii) if the other party made the request for the Capital Modification, it shall be notified of the disapproval and either revise or withdraw its request for the Capital Modification or appeal the denial.

ARTICLE 10

PAYMENTS/MONTHLY REQUISITIONS

Section 10.1 Service Fee

The Town will be responsible to the Contractor for payment of the Service Fee of \$2,111,731. The Service Fee contained herein shall be effective July 1, 2024, and shall be modified in accordance with Section 10.4 when the May indices are available. The foregoing notwithstanding, the Parties acknowledge that the Service Fee will change based upon the installation of new blower equipment. Following the startup and successful operation of such new equipment, the Parties shall agree upon the Service Fee will be \$2,251,135.

10.1.1 Formula

The Service Fee shall be the sum of the following, with the various elements as agreed to by

the parties hereto:

$$SF = FC + VC + PT + RR$$

SF= Service Fee

FC = Fixed Component

VC = Variable Component

PT = Pass Throughs

RR=Renewal and Replacement component

10.1.2 Fixed Component

The Fixed Component is the compensation due the Contractor for costs including labor, chemicals, fuel, consumables and all utilities except electricity, Renewal and replacement items under \$1,000 (excluding Contractor's labor which is included in the Service Fee), maintenance (excluding specialty maintenance services), tools, laboratory services, easement clearing, and Required Insurance related to the operation and maintenance of the Managed Assets and the operation and maintenance of any implemented Capital Modifications. The Fixed Component excludes the costs of residuals transport and disposal. The Fixed component of the Service Fee will be adjusted annually by applying the Service Fee Adjustment Factor as set forth in Appendix 10. The Fixed Component does not include the costs to perform Renewal and replacement items greater than or equal to \$1,000 (excluding Contractor's labor which is included in the Service Fee), which will be paid first from the Renewal and Replacement Fund or second directly by the Town once the Renewal and Replacement Fund is exhausted.

10.1.3 Variable Component

The Variable Component shall consist of two elements: the Loadings Adjustment Element and the Flow Adjustment Element.

10.1.4 Loadings Adjustment Element

The fee will be adjusted in addition to the Fixed Component plus any Flow Adjustment; the Contractor shall be entitled to additional payment for managing the Managed Assets if annual TSS loadings or CBOD5 loadings attributable to Sewered Influent exceed the range of the loadings prescribed herein.

If the influent CBOD5 loadings exceed 1,432,000 pounds per year or the influent TSS loadings exceed

1,810,000 pounds per year, then the Contractor is entitled to additional compensation based

on the unit costs for treatment provided below.

If the influent CBOD5 loadings are less than 954,700 pounds per year and/or the influent TSS loadings are less than 1,206,800 pounds per year, then the Contractor shall credit the Town toward the Service Fee based on the unit costs for treatment provided below.

The Unit Cost for treatment for the Loadings Adjustment Element is \$92.00 per 1,000 lbs. of TSS and \$115.00 per 1,000 lbs. of CBOD5• There shall be no Variable Component calculated for or applied to the first Contract Year. In all subsequent Contract Years, the annual Service Fee Adjustment Factor will be applied to the CBOD and TSS unit costs when calculating the Variable Component.

10.1.5 Flow Adjustment Element

In addition to the Fixed Component plus any Loadings Adjustment, the Contractor shall be entitled to payment for managing the Managed Assets if annual wastewater flows attributable to Sewered Influent for the year exceed 858.5 million gallons per year. In the event annual flows attributable to Sewered Influent are more than this limit, the Contractor shall be entitled to a Flow Adjustment equal to the unit costs for treatment provided below multiplied by the annual flow in gallons above the limit. In the event annual flows attributable to Sewered Influent are less than 572.3 million gallons per year, the Town will receive a credit toward the Service Fee equal to the unit costs for treatment provided below multiplied by the annual flow in gallons below the limit.

The Unit Cost for treatment for the Flow Adjustment Element is \$261.00 per million gallons. There shall be no Variable Component calculated for or applied to the first Contract Year. In all subsequent Contract Years, the Service Fee Adjustment Factor will be applied to the Flow Adjustment Element unit cost when calculating the Variable Component.

10.1.6 Basis for Reductions/Increases to Service Fee

Notwithstanding anything to the foregoing, section 10.1., for each year under the Contract: (1) the permitted reductions in Service Fee in accordance with the Variable Component (i.e., under Section 10.1.4 and 10.1.5) may not reduce the Service Fee such that the Service Fee is less than 88.89% of the fixed compensation under the Contract (i.e., the Fixed Component under Section 10.1.2, the "Fixed Amount"), and (2) the permitted increases in the Service Fee under the Variable Component may not increase the Service Fee such that the Service Fee is more than 111.11% of the Fixed Amount.

10.1.7 Electrical Pass Through

The Town will reimburse the Contractor for electrical costs up to the maximum annual electrical

kilowatt budget which is 1,553,239 kilowatt hours at flows not to exceed 858.5 million gallons. If electrical consumption exceeds that kilowatt hour budget, the Contractor will be responsible for the costs associated with the kilowatts above the annual limit. Furthermore, if flows are less than 572.3 or above 858.5 million gallons annually the kilowatt hour budget will be adjusted by 1,809 kilowatt hours per million gallons of flow. Contractor does not assume rate risk for electricity costs under the Agreement. The foregoing notwithstanding, the Parties acknowledge that the kilowatt budget and kilowatt hour budget will change based upon the installation of new equipment. Following the startup and commissioning of such new equipment, the Parties shall agree upon revised kilowatt budget and kilowatt hour budget figures.

Original-without new equipment

Kilowatt Hour Budget

The maximum annual electrical consumption that will be required to operate the Managed Assets at annual flows not to exceed 858.5 million gallons will be 1,553,239 kilowatt hours. The Town will reimburse the Contractor for electrical consumption up to that level. If electrical consumption exceeds that kilowatt hour budget, the Contractor will be responsible for the costs associated with the kilowatts above the annual limit. If flows are less than 572.3 or above 858.5 million gallons annually the kilowatt hour budget will be adjusted by: 1,809 kilowatt hours per million gallons of flow.

New-after new equipment is successfully operating

Kilowatt Hour Budget

The maximum annual electrical consumption that will be required to operate the Managed Assets at annual flows not to exceed 858.5 million gallons will be 1,473,239 kilowatt hours. The Town will reimburse the Contractor for electrical consumption up to that level. If electrical consumption exceeds that kilowatt hour budget, the Contractor will be responsible for the costs associated with the kilowatts above the annual limit. If flows are less than 572.3 or above 858.5 million gallons annually the kilowatt hour budget will be adjusted by: 1,716 kilowatt hours per million gallons of flow.

10.1.8 Residuals

The Town will reimburse the Contractor the amount incurred by the Contractor for the transportation and disposal of all residuals. The Contractor shall competitively procure these services every three (3) years and provide the Town monthly back up so the Town can assess the accuracy of all amounts being charged for the number of units disposed.

Section 10.2 Residuals Transport and Disposal: RESERVED

Section 10.3 Renewal and Replacement Fund

The Town will include in its monthly fee the monthly pro rata amount required to meet the Renewal and Replacement annual requirement. The fund may only be used in accordance with and subject to the limits of Section 1.1.72 and Section 5.2.

Section 10.4 Service Fee Adjustment Factor

The Service Fee Adjustment Factor will be calculated annually on the blended and weighted BLS indices listed below and following formula:

AF_a = The percent change in ECI Series ID: CIU20100000000LBA

AF_b = The percent change in CPI Series ID: CUUR0000SEHG

AF_c = The percent change in PPI Series ID: WPU06

- Adjustment factor for year 2 (AF_a) For ECI Series ID: CIU20100000000LBA
 - $AF_a = 0.5213 * ((\text{ECI May of the current year} - \text{ECI May of the previous year}) / \text{ECI May of the previous year})$
- Adjustment factor for year 2 (AF_b) For CPI Series ID: CUUR0000SEHG
 - $AF_b = 0.3471 * ((\text{CPI May of the current year} - \text{CPI May of the previous year}) / \text{CPI May of the previous year})$
- Adjustment factor for year 2 (AF_c) For PPI Series ID: WPU06
 - $AF_c = 0.1316 * ((\text{PPI May of the current year} - \text{PPI May of the previous year}) / \text{PPI May of the previous year})$

Adjustment Factor Calculation (AF_{y2}):

- $AF_{y2} = 1 + AF_a + AF_b + AF_c$

Section 10.5 Monthly Statement and Reconciliation of Service Fee.

The Contractor shall prepare a monthly statement setting out the Service Fee Payment. The Town shall pay the Contractor the Service Fee Payment due. There will be an annual reconciliation of the Service Fee. Reports will be prepared in accordance with the requirements set forth in Appendix 6 of this Contract.

Section 10.6 Audit

The Contractor shall maintain complete financial records of all matters and transactions which may bear upon the Service Fee, and such records shall be subject to Town review, copying and audit at any time during the Term of this Contract.

Section 10.7 Billing Statement Disputes

If the Town disputes any amount billed by the Contractor, the Town will pay the amount when otherwise due, less the amount in dispute, and provide the Contractor with written objection indicating the amount that is being disputed and providing the reasons then known to the Town for its objection to or disagreement with such amount. When any billing dispute is finally resolved, any payment due to the Contractor shall be made within thirty (30) Business Days of the date of resolution.

Section 10.8 Sales Taxes

The Contractor shall be responsible, without reimbursement from the Town, for all sales, use and similar taxes on all services and materials purchased in performing its obligations under this Contract. The Contractor may use the Town's tax-exempt number to the extent it is lawfully available to exempt any transaction from tax.

Section 10.9 Tax Exemption of Managed Assets

It is the intent of the parties that the Managed Assets shall continue to be municipally owned property and not subject to property taxation and that construction materials and supplies acquired by any Contractor or subcontractor in connection with Capital Modifications shall be exempt from State sales taxes. Should the Contractor be required to pay any property tax on account of the Managed Assets or any State sales tax on account of materials and supplies acquired for Capital Modifications and/or Renewal and replacement or other items purchased by the Contractor hereunder, such requirement shall be deemed to constitute a Change in Law and the Contractor shall be entitled to recover the full amount thereof. The Town shall provide to the Contractor a sales tax exemption certificate.

ARTICLE 11

DEFAULT, TERMINATION AND DISPUTE RESOLUTION

Section 11.1 General Provisions

This Contract may be terminated prior to its stated expiration date by the Town or the Contractor on the terms and conditions set forth in this Article 11 and as otherwise specified in this Contract.

Section 11.2 Termination for Cause by the Town

11.2.1 Upon the occurrence of an event of default by the Contractor, the Town shall have the right to terminate this Contract or pursue a cause of action for actual damages, or both, all as more fully described in this Section 11.2. Any of the following shall constitute an event of default by the Contractor unless the same shall be the result of an Uncontrollable Circumstance or Town Fault:

- (i) The occurrence of three significant noncompliance events (an event with a penalty in excess of \$10,000) in any rolling twelve (12) month period with respect to the operation of the Managed Assets;
- (ii) Failure to meet any of the specific Effluent Requirements on a twelve (12)-month rolling average basis;
- (iii) The failure to operate or the abandonment of the Managed Assets;
- (iv) The unexcused failure of the Contractor to perform or observe any of its material covenants, agreements, obligations or duties created by this Contract;
- (v) The unexcused failure of the Contractor to make any payment due and payable under this Contract;
- (vi) The material falseness or inaccuracy of any representation or warranty made by the Contractor;
- (vii) The commencement of any bankruptcy, insolvency, liquidation or similar proceeding by or against the Contractor, or Material Affiliates; the consent by the Contractor, or Material Affiliates to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy or custodian of the Contractor, or Material Affiliates or any substantial part of their respective assets; any assignment of all or substantially all of the assets of the Contractor, or Material Affiliates for the benefit of creditors; or the failure by the Contractor, or Material Affiliates to generally pay its debts as they come due; provided that in the case of commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment or order shall remain undischarged or undismissed for sixty (60) days.

11.2.2 Upon the happening of any event described in subparagraphs (iv) or (v) of Section 11.2.1, the Town may declare an event of default by providing written notice of such declaration and the event causing it to the Contractor setting forth in detail the alleged failure or deficiency of the Contractor. The Contractor shall have thirty (30) calendar days after receipt of such written notice from the Town to cure such failure or deficiency to the satisfaction of the Town, or to Secure Town approval for a proposed cure and cure period that exceeds thirty (30) days. In the event that the Contractor does not cure such failure or deficiency or secure Town approval for a longer cure period within said thirty (30) calendar day period, the Town may terminate the Contract for cause by providing written notice thereof to the Contract Representative

of the Contractor.

- 11.2.3 Upon the happening of any event described in Section 11.2.1 (i), (ii), (iii), (iv) or (vii), the Town shall have the right to terminate the Contract for cause immediately upon providing written notice to the Contractor representative of the Contractor if remedies or cures, as identified and allowable above have not been met or satisfied after reasonable opportunity has been provided.
- 11.2.4 Any dispute relating to the existence of an event of default as described in Section 11.2.2 hereof or otherwise or the cure therefore may be referred by the Contractor to Non-Binding Mediation pursuant to Section 11.8 of this Contract, prior to the end of the applicable notice period. During Non-Binding Mediation, the Town may, but shall not be required to, suspend the running of any applicable time periods. In the event that the Town terminates hereunder after the Contractor has made a referral to Non-Binding Mediation and a court of appropriate jurisdiction subsequently finds that no event of default justifying such termination existed, the termination shall be treated as a termination for Town convenience under Section 11.5.
- 11.2.5 In addition to the Town's rights and remedies under any provision of this Contract, including Bonds, whether or not the Town shall elect to terminate, the Town shall be entitled to pursue a cause of action against the Contractor in a court of competent jurisdiction for any and all actual damages suffered by the Town, before and after notice to the Contractor, as a result of any default by the Contractor pursuant to Section 11.2.1, plus reasonable attorney's fees. Such damages may include, but shall not be limited to, (i) recovery of fines payable to any regulatory body before or after termination if a result of the default of the Contractor, (ii) the cost of completing Capital Modifications, and (iii) the cost of remediation of any public health or safety problems caused by the default of the Contractor, and (iv) all other actual damages resulting from such default.
- 11.2.6 In addition to the amounts stated in Section 11.2.5, upon termination in accordance with the provisions of Section 11.2, the Contractor shall pay to the Town any amounts due to the Town and accrued prior to termination and all costs for Renewal of the Managed Assets in the event that the Contractor has failed to maintain the Managed Assets in good working order, subject to normal wear and tear, consistent with Good Industry Practice, and in accordance with the CRRP and the O & M Standards attached hereto as Appendix 6. The Contractor shall also pay to the Town the reasonable incremental cost of securing alternate services, including temporary O &

M Services and the reasonable costs of procurement of a replacement Contractor. Further, the Town shall pay to the Contractor any Service Fee accrued for Services properly performed prior to termination and for any Capital Modifications less previous payments plus an equitable disposition of materials in progress and the reasonable cost of demobilization accrued for Services properly performed prior to termination and any charge, whether or not invoiced, representing work progress and equipment acquisition prior to termination and any termination costs incurred by the Contractor in connection with the discontinuance of the Capital Modifications.

Section 11.3 Termination for Cause by the Contractor

- 11.3.1 Upon the occurrence of an event of default by Town, the Contractor shall have the right to terminate this Contract or pursue a cause of action for actual damages, or both, all as more fully described in this Section 11.3. The following shall constitute an event of default by the Town:
- i. The unexcused failure of the Town to perform or observe any of its material covenants, agreements, obligations or duties created by this Contract;
 - ii. The unexcused failure of the Town to make any payment due and payable under this Contract;
 - iii. The material falseness or inaccuracy of any representation or warranty made by the Town, if the legality of this Contract or the ability of the Contractor to carry out its duties and obligations under this Contract is thereby adversely affected;
 - iv. The commencement of any bankruptcy, insolvency, liquidation or similar proceeding against the Town; the consent by the Town to the appointment of or taking possession by a receiver, liquidator, assignee, trustee or custodian of the Town or any substantial part of its assets, of any assignment for the benefit of creditors, or the failure by the Town to generally pay its debts as they come due; provided that in the case of commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment or order shall remain undischarged or undismissed for sixty (60) days; and provided further that the appointment of a financial review commission or oversight board by the State shall not, in and of itself, constitute any such event.
- 11.3.2 Upon the happening of any event described in Section 11.3.1, the Contractor may declare an event of default by providing written notice to the Town setting forth in

detail the alleged failure or deficiency of the Town. The Town shall have thirty (30) calendar days after receipt of such written notice from the Contractor to cure such failure or deficiency. If the failure or deficiency is one that is subject to cure but such cure cannot reasonably be completed within thirty (30) calendar days, the preceding sentence shall be satisfied if within thirty (30) calendar days the Town shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond one-hundred and twenty (120) calendar days from written notice. In the event that the Town does not cure such failure or deficiency within said thirty (30) calendar day period (or extension as provided above), the Contractor may terminate the Contract by providing written notice thereof to the Contract Representative of the Town.

Any dispute relating to the existence of an event of default under Section 11.3.1 (or the cure therefore may be referred by the Town to Non-Binding Mediation, in accordance with the provisions of Section 11.8, prior to the end of the applicable notice period. During Non-Binding Mediation, the running of any applicable time periods shall be suspended and the Contract shall not be terminated, but if it shall be terminated after mediation, the Town, in addition to all amounts otherwise due hereunder, shall pay to the Contractor any extra costs or expenses which the Contractor may have incurred in continuing to operate during the mediation period and any payments from the Town due to the Contractor on termination shall be determined as of the date termination would have otherwise occurred. In the event that, despite the prohibition against Contractor termination during mediation, the Contractor terminates hereunder after the Town has made a referral to Non-Binding Mediation and a court of appropriate jurisdiction subsequently finds that no event of default justifying such termination existed, then, at the option of the Town, either (i) the Contract shall be reinstated and the Contractor shall pay to the Town any and all costs incurred by the Town in connection with or occasioned by the attempted termination, including, but not limited to, all fines assessed by any governmental agency incurred by virtue of Contractor's actions, any cost of a replacement operator and all costs of the Town for legal and engineering consultant fees in connection with Non-Binding Mediation and judicial proceeding; or (ii) the termination shall be treated as a termination for cause by the Town and Section 11.2.5 and Section 11.2.6 shall apply thereto.

Section 11.4 Termination for Unenforceability of Contract

- 11.4.1 If any court, agency or other entity with competent jurisdiction shall finally determine that this Contract or a material portion thereof is unenforceable or prohibited by law, or, if for any reason the Financial Town Meeting fails to appropriate sums required to be paid by the Town hereunder, then the Town and the Contractor shall each have the right to terminate this Contract, upon ninety (90) days prior written notice to the other party.
- 11.4.2 Upon termination by either party under this Section 11.4, the Town shall pay any Service Fee accrued for Services properly performed prior to termination and any Capital Modifications, less previous payments plus an equitable disposition of materials in progress and the reasonable cost of demobilization, whether or not invoiced, and any termination costs incurred by the Contractor in connection with the discontinuance of the Capital Modifications. The Contractor shall pay to the Town any amounts due to the Town and accrued prior to termination and all cost to renew the Managed Assets in the event that the Contractor has failed to maintain the Managed Assets in good working order, consistent with Good Industry Practice, and in accordance with the CRRP and the O & M Standards. All amounts due either party under this paragraph shall be netted and the balance shall be due as of termination. If the payment by the Town hereunder is precluded by the event or circumstance giving rise to termination under this Section 11.4.1, the amount otherwise due from the Town to the Contractor shall be deducted from any amount due from the Contractor to the Town.
- 11.4.3 In the event of a termination under Section 11.4.1 hereto, neither party shall be liable for any incidental, consequential, special, punitive, or other damages other than actual direct damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or any other theory of law or equity.

Section 11.5 Town Termination for Other Reasons

Upon the occurrence of either of the following events described below in this Section, the Town may terminate this Contract upon sixty (60) calendar days written notice to the Contractor.

- 11.5.1 in the event of an Uncontrollable Circumstance that requires a Capital Modification, the Town may terminate pursuant to Section 11.5 in the Town's sole judgment.
- 11.5.2 The Town shall have the right to terminate this Contract (1) for its convenience and without cause at any time after the execution of this Contract upon payment of the

amount set forth in Appendix 10 [based on Contractor's Proposal], and (2) without penalty, following any period of three (3) months or more during which any Change in Law has precluded the substantially full operation of the Managed Assets. The payment of such amount as a termination fee is not intended as forfeiture. Contractor shall also be reimbursed for any services provided during any transition period following termination under this subsection.

11.5.3 In the event the Town elects to terminate the Contract under Section 11.5.1, or Section 11.5.2, the Town shall also pay any Service Fee accrued for Services properly performed prior to termination and any Capital Modifications less previous payments plus an equitable disposition of materials in progress and the reasonable cost of demobilization accrued for Services properly performed prior to termination and any charge, whether or not invoiced, representing work progress and equipment acquisition prior to termination and any termination costs incurred by the Contractor in connection with the discontinuance of the Capital Modifications. The Contractor shall pay to the Town any amounts due to the Town and accrued prior to termination and all cost to repair the Managed Assets in the event that the Contractor has failed to maintain the Managed Assets in good working order, consistent with Good Industry Practice, and in accordance with the CRRP and the O & M Standards. Any amounts due either party under this paragraph shall be netted and the balance shall be due as of termination.

Section 11.6 Continuity of Service upon Termination

11.6.1 In the event of termination or expiration of this Contract for whatever cause and regardless of fault, the Contractor shall provide for continuity of the Services over a period of up to twelve (12) month for the orderly transition of operations back to the Town or to another Contractor designated by the Town. Said transition period shall commence as of the earlier to occur of the expiration of the Contract or its earlier termination by either party. In addition, upon termination of this Contract, the Town shall have the right to hire Contractor employees assigned to the Managed Assets.

11.6.2 Upon contract termination, the Contractor shall return the Managed Assets to the Town consistent with the Exit Transition Plan contained in Appendix 9 hereto.

Section 11.7 Forum Dispute Resolution

The parties shall submit all disputes under the contract to a court of competent jurisdiction in the State of Rhode Island.

Section 11.8 Non-Binding Mediation

Either party to this Contract may request Non-Binding Mediation of any dispute arising under this Contract provided that a party shall not be required to participate in Non-Binding Mediation with respect to any particular matter that has been previously the subject of such mediation. Non-Binding Mediation shall be available whether or not the specific contract provision provides for Dispute Resolution, provided that a party shall not be required to participate in Non-Binding Mediation with respect to any particular matter that has been determined by Dispute Resolution. If a party shall request Non-Binding Mediation by a notice in writing to the other, specifying the particular provisions of this Contract and the particular facts with respect to which a dispute exists and setting forth, in brief, the position of the requesting party with respect thereto, then the following procedure shall apply:

- 11.8.1 The president or other officer serving as the chief executive officer of the Contractor and the Town Manager of the Town or their designees, (together, the "Designated Officers") shall meet with all reasonable dispatch at a time and place reasonably selected by them. Without limiting the discretion of the aforesaid officers, it shall, for purposes of this paragraph, be reasonable if the time shall be within ten (10) Business Days of receipt of the mediation notice and if the place shall be within the Town.
- 11.8.2 The meeting between the Designated Officers may be attended by such staff or consultants as each such officer shall deem appropriate. Each party shall be given an opportunity to state its position, the requesting party to have the first opportunity to do so. The Designated Officers shall discuss whether they believe that there is a basis for resolution of the matter, with or without the assistance of an independent mediator. Either party may at any time thereafter state its intention to request the assistance of an independent mediator. Thereupon that party shall, within ten (10) Business Days deliver to the other a proposed list of at least three candidates for mediator, each of whom shall be a professional engineer or attorney licensed in the State of Rhode Island and none of whom shall have any current or on-going relationship to the proposing party. Unless the other party shall reject every candidate for reasonable cause stated, such other party shall select one of the candidates and that candidate shall be mediator for the matter. If such other party shall reject every candidate for reasonable cause stated, such other party shall propose three different candidates who possess the qualifications required hereunder, and the process shall be repeated until a mediator is selected, or the parties agree to suspend mediation.
- 11.8.3 The mediator selected shall have full discretion as to the conduct of the mediation and each party shall in good faith participate in the mediator's program to resolve the

dispute until and unless either the parties reach agreement with respect to the disputed matter or one party determines in good faith that there is no reasonable likelihood that a resolution will result.

11.8.4 Mediation is intended to assist the parties in dispute resolution. No mediator shall be empowered to render a binding decision and neither party shall be required to agree to a settlement.

Section 11.9 Consent to Jurisdiction

Contractor hereby submits to the jurisdiction of the courts of the State of Rhode Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts to which an appeal may be taken or other review sought from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of Contractor's obligations under or with respect to this Contract.

ARTICLE 12

TERM

Section 12.1 Term

This Contract will become effective on the Contract Date, and will continue in effect after the Commencement Date, as awarded by the Smithfield Town Council. The obligations of the parties, however, will not commence until the Commencement Date, other than those Approval Period responsibilities set forth in Section 6.3 of this Contract.

ARTICLE 13

INDEMNIFICATION

Section 13.1 Indemnification by the Contractor

The Contractor shall protect, defend, indemnify and hold harmless the Town and its elective and appointed officials, Board and Commission Members, employees, agents, consultants, representatives, Contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Contractor or any of its officers, members, employees, agents, representatives, Contractors or subcontractors in connection with its obligations or rights under this Contract, (2) the operation of the Managed Assets by or under the direction of the Contractor, (3) the performance or non- performance

of the Contractor's obligations under this Contract, and (4) the transportation and disposal of Residuals.

Section 13.2 Limit of Liability

The liability of either party shall be limited to the direct damages of the other party, no greater than two (2) times the annual Service Fee, which in the case of the Town may include, but is not limited to any additional cost to engage a replacement Contractor, the costs of procuring such replacement contract, fines or penalties assessed against the Town, and any additional capital costs required to operate the Managed Assets. Neither party shall be liable for any incidental, consequential, special, punitive, or other damages other than actual direct damages, regardless of whether such damages arise under breach of contract, tort, strict liability or any other theory of law or equity.

ARTICLE 14

MISCELLANEOUS

Section 14.1 Property Rights

If mutually agreed to by the parties in connection with any Capital Modifications or Capital Improvements performed under this Agreement, the Contractor will pay all royalties and license fees relating to the operation of the Managed Assets and the design, construction, Acceptance Testing and Acceptance of any future, to be awarded Capital Improvements or Capital Modifications that are owed to a technology licensor.

Section 14.2 Assignment of Agreement

This Contract shall not be assigned by the Contractor without approval of the Town, which approval shall not be unreasonably withheld.

Section 14.3 Subcontractors

The Town will have the right to approve all subcontractors hired by the Contractor, which approval shall not be unreasonably withheld by the Town. If the Contractor is not authorized by the Town to contract with a subcontractor to perform any of the Contractor's obligations set forth herein, the Town may, at any time, require the Contractor to terminate such subcontractor and replace such subcontractor with one satisfactory to the Town. The Contractor shall bear all risks relating to the failure of any subcontractor, of any tier, to perform. All subcontractor and material supplier contracts and agreements will be fully assignable to the Town or its designate as of the Contract Date. The Contractor shall fully cooperate in the transfer of these agreements at the request of the Town.

Section 14.4 Agreement to Provide Technological Support

The Contractor hereby agrees to provide, and to use its best commercially reasonable efforts to cause its subcontractors and suppliers to provide, technological and design advice and support to the Town in the event the Contractor is terminated. The Contractor shall, at the end of the Term, turn over all design documents and

any spare parts inventory to the Town. In addition, the Contractor shall provide the Town with a single licensed fully operational and populated copy of all software being used by the Contractor at the time of termination. The Town will accept responsibility for all costs associated with maintaining the validity of that software starting at the time of transfer. The Contractor or its subcontractors shall provide a technology release stating that the technology suppliers acknowledge that such a license has been granted. The Service Fee shall be deemed payment for all proprietary and technology license rights that the Contractor holds, whether or not the Town operates the Managed Assets.

Section 14.5 Uncontrollable Circumstances Generally

Except with respect to the parties' respective payment obligations, neither the Town nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Contract due to the occurrence of an Uncontrollable Circumstance. The party experiencing the Uncontrollable Circumstance shall bear the burden of proof and shall promptly notify the other party and give specific information relating to the Uncontrollable Circumstance, including the impact on the party's obligations under this Contract and any mitigating measures.

Section 14.6 Authority to Contest

In the event of the imposition of fines or penalties relating to the Managed Assets or its operations against any party for violation of Applicable Law or Legal Requirements, the party on which such fines or penalties are imposed shall be given full authority to contest such violations and the other party shall assist such party in all such proceedings.

Section 14.7 Enforcement Waiver

The failure on the part of any party to enforce any provision of this Contract shall not be construed as a waiver of its right to enforce such provision in the future. A waiver of any term of this Contract on the part of any party in one case shall not be construed as a waiver in any other and shall not affect any other term of this Contract.

Section 14.8 Entire Contract

This Contract, including the appendices and exhibits hereto, contains the entire agreement between the parties hereto relating to operation and Maintenance of the Managed Assets and supersedes all previous or contemporaneous communications, representations, or agreements. Without limiting the generality of the foregoing, this Contract supersedes the Town's Request for Proposals and Contractor's responses thereto. This Contract may be modified only by written Amendment of Agreement signed by the parties hereto.

Section 14.9 Notices

All notices given pursuant to the terms of this Contract shall be in writing and delivered in person or

transmitted by certified mail, return receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally recognized overnight courier service with signed verification of delivery. Notices shall be deemed given only when actually received at the address first given below with respect to each party.

Notices required to be given to the Contractor shall be addressed as follows:

Veolia Water North America-Northeast, LLC

461 From Road

Suite 400

Paramus, New Jersey 07652

Attention: President, Northeast Region

With a copy to:

Veolia Water North America-Northeast, LLC

461 From Road

Suite 400

Paramus, New Jersey 07652

Attention: Legal Counsel, Northeast Region

Notices required to be given to the Town shall be addressed as follows:

Smithfield Town Manager

Smithfield Town Hall

64 Farnum Pike

Smithfield, Rhode Island 02917

Phone: 401-233-1010

Fax: 401-233-1080

Section 14.10 Application of Law

This Contract shall be governed and construed in accordance with the laws of the State of Rhode Island.

Section 14.11 [Reserved]

Section 14.12 Relationship

The relationship of the Contractor to the Town is that of independent Contractor and not one of employment. None of the employees or agents of the Contractor shall be considered employees of the Town. For the purposes of all federal, state and local laws and regulations, the Contractor shall exercise primary management and operational decision-making authority.

Section 14.13 Notice of Litigation

In the event the Contractor or Town receives notice of or undertakes the defense or the prosecution of any actions, claims, suits, administrative or arbitration proceedings or investigations in connection with the Capital Modifications or Managed Assets, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and shall inform the other party in advance of all hearings regarding such proceedings.

Section 14.14 Title to Managed Assets

At all times, title to the Managed Assets and any Capital Modifications shall be and remain exclusively in the Town.

Section 14.15 No Third-Party Rights

This Contract shall be exclusively for the benefit of the Town and the Contractor and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 14.16 Ownership of Documents

One reproducible set of all drawings and specifications and one set of O&M manuals furnished by the Contractor and all other documents prepared by the Contractor shall become the property of the Town. The Contractor shall update these documents as necessary over the term of the Agreement. Any re-use of such drawings and specifications without the Contractor's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Contractor or to the Contractor's independent professional associates, subcontractors or consultants. Distribution or submission to meet regulatory requirements or for other purposes in connection with the project is not to be construed as an act of derogation of the Contractor's rights under the agreement.

Section 14.17 Appropriations

The continuation of this Contract in each Fiscal Year shall be subject to annual appropriation by the Smithfield Town Council. In the event the Town Council fails to appropriate sufficient funds to support

continuation of this Contract, the Contract shall terminate so long as the failure to appropriate funds to support continuation of this Contract is not intentionally used, in whole or in part, solely as a method to terminate this Contract.

Section 14.18 Counterpart

This Contract may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

INTEROFFICE MEMO



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: September 11, 2024
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Mike Phillips, Town Planner
Caitlyn Choiniere, Finance Director
David Horton, AHARONIAN & ASSOCIATES INC. - ARCHITECTS
Robert Leach, Historic Preservation Commission

RE: Award of request for proposal (RFP) # 240515 East Smithfield Neighborhood Center Rehabilitation & Renovations - **Phase 2.**

SUBJECT:

At the May 21, 2024, Town Council meeting, the Town Council approved the advertising of RFP # 240515 East Smithfield Neighborhood Center Rehabilitation & Renovations-Phase 2.

The Purchasing Agent advertised this RFP on various government purchasing websites and at the July 10, 2024, 10:00AM bid opening, two proposals were received. The responders were J.G. Edwards Construction, located in Portsmouth, RI and E.W. Berman, located in Warwick, RI.

Both proposals were evaluated and the team is recommending the Town Council award RFP # 240515 for the East Smithfield Neighborhood Center Rehabilitation & Renovations - Phase 2, to the lowest qualified bidder E.W. Berman, 33 Vermont Ave., Warwick RI in the amount of one million, nine hundred & ninety-nine thousand, nine hundred and ninety-nine dollars and zero cents (\$1,999,999.00).

ATTACHMENTS:

Copy of the Bid Tabulation sheet and letter of recommendation from Mr. John A. Aharonian, President of Aharonian & Associate.

MOTION:

That the Smithfield Town Council hereby Award RFP 240515 for the East Smithfield Neighborhood Center Rehabilitation & Renovations - Phase 2 to the lowest qualified bidder E.W. Berman, 33 Vermont Ave., Warwick RI in the amount of one million, nine hundred & ninety-nine thousand, nine hundred and ninety-nine dollars and zero cents (\$1,999,999.00).



AHARONIAN
& ASSOCIATES, INC.
A r c h i t e c t s

September 11, 2024

Mr. T. Michael Lawton
Smithfield Town Council President
64 Farnum Pike
Smithfield, RI 02917

Re: East Smithfield Neighborhood Center

Dear Mr. Lawton,

The East Smithfield Neighborhood Center is currently in construction for Phase 1b. As this construction nears completion an RFP was issued on 5/22/2024 to solicit bids for Phase 2 construction, this phase includes interior fit-out work for the remainder of the building, including the great hall, a conference room, restrooms, space for telehealth offices as well as spaces that can be used by multiple community organizations. This phase of work will also include exterior finish remediation for the remainder of the building. The intent of this phase of construction is to complete the remediation to the building to allow for occupancy.

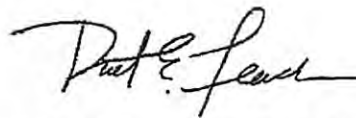
Two bids were received on June 26, 2024. The responsive bidders were E.W. Burman Inc. and J.G. Edwards Construction Co, Inc. The apparent low bidder for this phase of work is E.W. Burman Inc.

After review of the base bid proposals submitted & with consultation and collaboration of Mr. Robert Leach, Consulting Architect and Chair of the Smithfield Historic Preservation Commission and Mr. Michael Phillips, Town Planner, we are in concurrence in our advisory opinion as to the completeness and appropriateness of the E.W. Burman Inc. bid proposal for Phase 2. Please call or email if you have any questions or need any clarification.

Sincerely,
Aharonian & Associates, Inc.



John A. Aharonian, RA
President



Robert E. Leach, RA, NCARB
Consulting Preservation Architect
Chair, Smithfield Historic Preservation Commission

Cc: Randy Rossi, Smithfield Town Manager



AHARONIAN & ASSOCIATES INC. - ARCHITECTS

310 George Washington Highway - Suite 100 - Smithfield, Rhode Island 02917 T 401-232-5010 F 401-232-5080

Town of Smithfield Rhode Island
East Smithfield Neighborhood Center Renovations – Phase 2
Smithfield, Rhode Island AA#19175

**DOCUMENT 00 41 02
BID FORM**

Date: 07-10-2024

To: Town of Smithfield Rhode Island
Town Purchasing Agent
64 Farnum Pike
Smithfield, Rhode Island 02917

Attn: Purchasing Office

Project: East Smithfield Neighborhood Center Renovations
7 Esmond Street
Smithfield, Rhode Island 02917

Submitted By: E.W. Burman, Inc.
33 Vermont Ave.
Warwick, RI 02888
(t): 401-738-5400 (f): 401-737-2650
Edward W. Burman, Jr. ewburmanjr@ewburman.com

(Include in the above spaces, the firm's legal name, address, telephone and fax numbers, contact and e-mail address. All information should be typed or printed)

NOTE: The Owner's Selection Criteria shall determine the lowest evaluated or responsive Bid.

1. BASE BID

Having thoroughly examined the Project Site and all matters referred to in the Information for Bidders and in the Bid Documents prepared by Aharonian & Associate, Inc., Architect for the above referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

\$		1	,	9	9	9	,	9	9	9	.	0	0
----	--	---	---	---	---	---	---	---	---	---	---	---	---

(Numeric)

\$ One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars
(Written)

In case of discrepancy, the amount shown in words shall govern. Failure to fill out the above item, if providing a Base Bid, will establish the Bid as non-responsive.

The above Bid includes all allowances outlined in Section 01 20 00 Price and Payment Procedures.

WE HAVE INCLUDED THE 10% BID SURETY AS REQUIRED BY THE INVITATION FOR BIDS.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum # 1 Dated 06-12-2024

Addendum # 2 Dated 06-20-2024

Addendum # Dated

Addendum # Dated

5. BASE BID BREAKOUT COSTS

The following line-item costs ARE INCLUDED IN THE BASE BID OR ALTERNATES AS APPROPRIATE and are broken out for use by the Owner. The owner reserves the right to award partial project scope only based on bid breakout costs.

- A. Include list of all Subcontractors with a Schedule of Values broken down by subcontractor.
- B. The list of Subcontractors and Schedule of values shall be required.

6. BID ALTERNATES

NO ALTERNATES HAVE BEEN IDENTIFIED AT THIS TIME.

7. SCHEDULE – CONTRACT TIME

If the Bid is accepted, unless otherwise indicated on the Bid Form, Bidder hereby agrees to commence the Work under this Contract within fourteen (14) calendar days after issuance of a written "Notice to Proceed" by the Owner.

NOTE: The successful bidder shall not begin construction until a copy of the Building Permit is submitted to Owner.

Bidder hereby agrees to achieve Substantial Completion of the Work shall occur within 1 year of issuance of building permit and to achieve Final Completion of the Work within two (2) weeks thereafter.

8. ADDITIONAL WORK - OVERHEAD AND PROFIT

The Bidder agrees to be bound by the following percentages of cost basis for overhead, supervision, bond and profit and other general expenses for any additional work. If accepted by the Owner in the award of this Contract, these percentages shall be used in establishing the adjustment to the Contract Sum for additions to or deductions from the Work in accordance with the applicable sections of the General Conditions.

- A. To the Contractor for Work performed by its own forces: Maximum 10 percent of the cost.
- B. To Subcontractors for Work performed by its own forces: Maximum 10 percent of the cost.
- C. The combined overhead and profit for Contractor and Subcontractors: Maximum 16 percent of the cost.

9. UNIT PRICES

- A. If accepted by the Owner in the award of this Contract, Unit Prices shall be used in establishing the adjustment to the Contract Sum for additions to or deductions from the Work in accordance with the applicable sections of the General Conditions. The Unit Prices listed shall include all costs, overhead and profit and no further surcharges are to be added to any Unit Price item of Work that may be done. Work deleted from the Contract will be calculated at 100% of the additional work Unit Prices.
- B. Bidder agrees that the Unit Prices will not contain anything to alter or void the Lump Sum Bid submitted herein and that applicable contents of this Bid shall be binding on the Unit Prices and the Work involved whether or not specifically stated.
- C. Unit Prices for fabricated items shall include all necessary connections and fastenings required to produce a complete assembly.

10. BIDDER ACKNOWLEDGMENTS

- A. The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any formalities in the bidding.
- B. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.
- C. Upon written notice of the acceptance of its Bid by the Owner and in accordance with Article 14 of the Information for Bidders, the Bidder shall provide a Certificate of Insurance covering all operations under this Contract. The certificate meeting all conditions set forth therein shall be submitted to the Owner prior to formal execution of the Contract.
- D. Upon written notice of the acceptance of its Bid by the Owner, the Bidder shall execute the formal Contract (Document 00 52 00 of the Project Manual) within ten (10) calendar days and deliver to the Owner a Performance Bond and a Payment Bond (Document 00 61 13 of the Project Manual) as required by the General Conditions.
- E. The Bid Surety, in the amount of 5% of the Base Bid, is to become the property of the Owner in the event the Contract and Bonds are not executed within the timeframe set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
- F. By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that its Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid, with any other Bidder or with any competitor.

11. REQUIREMENT FOR LICENSE NUMBER

- A. In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the Work to be performed by this firm as Prime Contractor is:

LICENSE TYPE: General Contractor **LICENSE NUMBER:** 10484

12. BID FORM SIGNATURE(S)

The undersigned declares: that the only person interested in this proposal as principals are named herein as such; that no official of the Owner and no person acting for or employed by the Owner is interested directly or indirectly in this proposal or any contract which may be made under it or in any expected profits to arise there from; that the proposal is made in good faith, without fraud, collusion or connection with any other person bidding or refraining from bidding for the same work; that the Contract Documents relating to the Contract covered by this proposal and in regard to all conditions pertaining to the Work have been examined and has carefully checked the estimates of cost and from them makes this proposal.

Respectively Submitted,

E.W. Burman, Inc.

Name of Firm

SEAL (if Bid is by a corporation)

Signature (must be in ink)

President

Title

33 Vermont Ave., Warwick, RI 02888

Business Address

(t): 401-738-5400

(f): 401-737-2650

Telephone Number and Fax Number

The Bidder shall provide an affidavit that the person who has affixed his or her signature to this Bid Form is actively and legally authorized to bind the firm contractually. This affidavit MUST be submitted with and attached to the Bid Form.

END OF DOCUMENT 00 41 02

Schedule of Value + Sub-List.xlsx

E W BURMAN
GENERAL CONTRACTORS

	Value	Subcontractor
Overhead	\$277,161	
Allowance	\$60,000	
Demolition	\$54,427	
Site Work	\$35,424	D'Librio
Concrete	\$17,660	
Miscellaneous Metals	\$23,618	KO Steel
Rough Carpentry	\$384,129	
Millwork	\$37,380	
Caulking	\$4,298	
Doors, Frames & Hardware	\$81,157	
Windows	\$124,754	
Acoustical	\$4,600	Acoustek
Drywall	\$177,836	
Tile	\$17,300	Ruggeri
Wood Flooring	\$44,975	Christian Brothers
Resilient Flooring	\$3,900	Ruggeri
Epoxy Flooring	\$6,700	Flooring Solutions
Painting	\$53,520	Central Painting
Toilet Partitions	\$8,300	GJ Sales
Signage	\$511	
Toilet Accessories	\$2,650	
Window Treatment	\$3,105	Blind King
Plumbing	\$54,400	Lubera Plumbing
HVAC	\$225,000	Lincoln Energy
Electrical	\$111,600	Wyman Electric
	Sub-Total \$1,814,405	
Permits	\$19,749	
10% Fee	<u>\$147,345</u>	
Performance & Payment Bond	<u>\$18,500</u>	
	Sub-Total \$185,594	

EWB Base Bid: \$1,999,999

AFFIDAVIT

Edward W. Burman, Jr. is President of E. W. Burman, Inc and as such is legally authorized to sign documents to bind the firm contractually.



Paul F. Burman
Secretary/Treasurer

Corporate Seal



BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

E. W. Burman, Inc.
33 Vermont Ave.
Warwick, RI 02888

OWNER:

(Name, legal status and address)

Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: Five Percent (5%) of amount of the accompanying bid

PROJECT:

(Name, location or address, and Project number, if any)

East Smithfield Neighborhood Center Rehabilitation & Renovations
7 Esmond Street
Smithfield, RI 02917

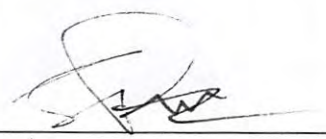
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

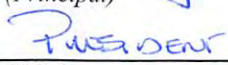
Signed and sealed this 13th day of June, 2024.



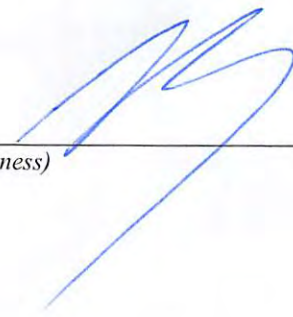


(Witness)

E.W. Burman, Inc.


(Principal) (Seal)


(Title)

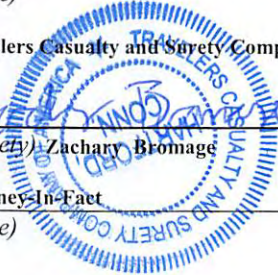


(Witness)

Travelers Casualty and Surety Company of America


(Surety) Zachary Bromage (Seal)
Attorney-In-Fact

(Title)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**


POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Zachary Bromage** of **CRANSTON**, **Rhode Island**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

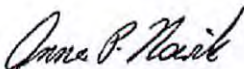
City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

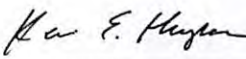
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **June**, **2024**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Recommended Motions:

That the Smithfield Town Council hereby award
_____ the contract for executive and
professional recruiting services for the hiring of a new Town Manager.

TOWN OF SMITHFIELD BID TABULATION



Project: Executive & Professional Recruiting Consultant - Town Manager
Project No.: 82124
Bid opening Date: Friday, September 6, 2024
Bid Prepared by: Carlos A. Santos, Purchasing Agent
TIME: 11:00AM
NOTES:

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MGT Impact Solutions, LLC		Municipal Resources, Inc.		Tranquil Multi-Dynamic Advisory(TDMA)		Colin Baenzliger & Associates	
				Unit Cost	AMOUNT	Unit Cost	AMOUNT	Unit Cost	AMOUNT	Unit Cost	AMOUNT
1	Total fee not to exceed				\$ 25,000.00		\$ 24,500.00		\$ 15,000.00		\$ 34,500.00
2	OPTIONAL SERVICES:										
3	Recorded one-way video interviews	Candidate		\$100.00							
4	Leadership / Personality testing	Candidate		\$100.00 to \$500.00							
	Assessment Center	Up to 5 candidates each additional		\$8,000.00							
	Each additional searches			\$750.00							
	TOTAL BID AMOUNT			\$	25,000.00	\$	24,500.00	\$	15,000.00	\$	34,500.00

*REFERRED TO THE EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
THE TOWN OF SMITHFIELD, RI**

Volume I: Proposal

Submitted on: August 30, 2024

Colin Baenziger & Associates

Contact Person:

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...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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August 30, 2024

The Honorable President T. Michael Lawton, Vice President Michael P. Iannotti, and
Councilmembers Sean M. Kilduff, John J. Tassoni Jr., and Rachel S. Toppi
Town of Smithfield, RI
64 Farnum Pike
Smithfield, RI 02917

President Lawton, Vice President Iannotti, and Councilmembers Kilduff, Tassoni and Toppi:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next Town Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

CB&A is a municipal recruiting firm with a national reach. We have conducted assignments from Florida to Alaska and Maine to California. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. We also offer one of the better warranties in the industry.

Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers/Administrators for Crystal River, Fernandina Beach, and Fruitland Park, FL, Davenport, IA, and Eagle Mountain City, UT; Assistant County Manager for Douglas County, NV; City Attorneys for Deltona, FL and Moline, IL, and a Human Resources Director for St. Johns County, FL.

Those authorized to bind the company are myself, Colin Baenziger, Senior Consultant Scott Krim, and Senior Vice President for Operations Lynelle Klein.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

II. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

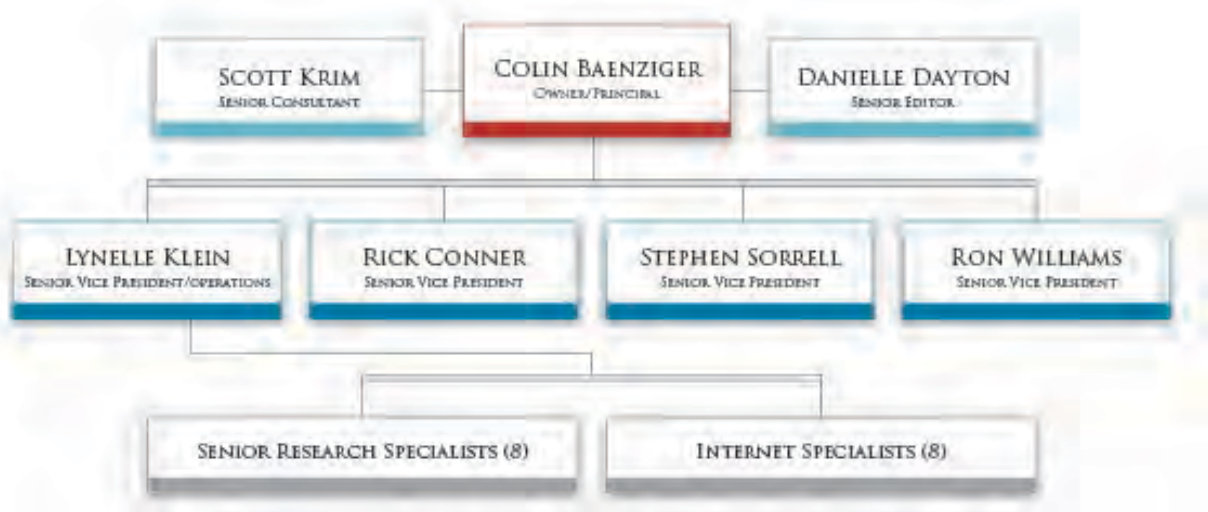
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, Ogden, UT, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



II. Qualifications and Experience of the Firm (continued)

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the Town. The proof is that since 2012, 38% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 52%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. Further, we carry the required workers compensation insurance for all our employees.

II. Qualifications and Experience of the Firm *(continued)*

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



Lynelle Klein, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



II. Qualifications and Experience of the Firm *(continued)*

Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



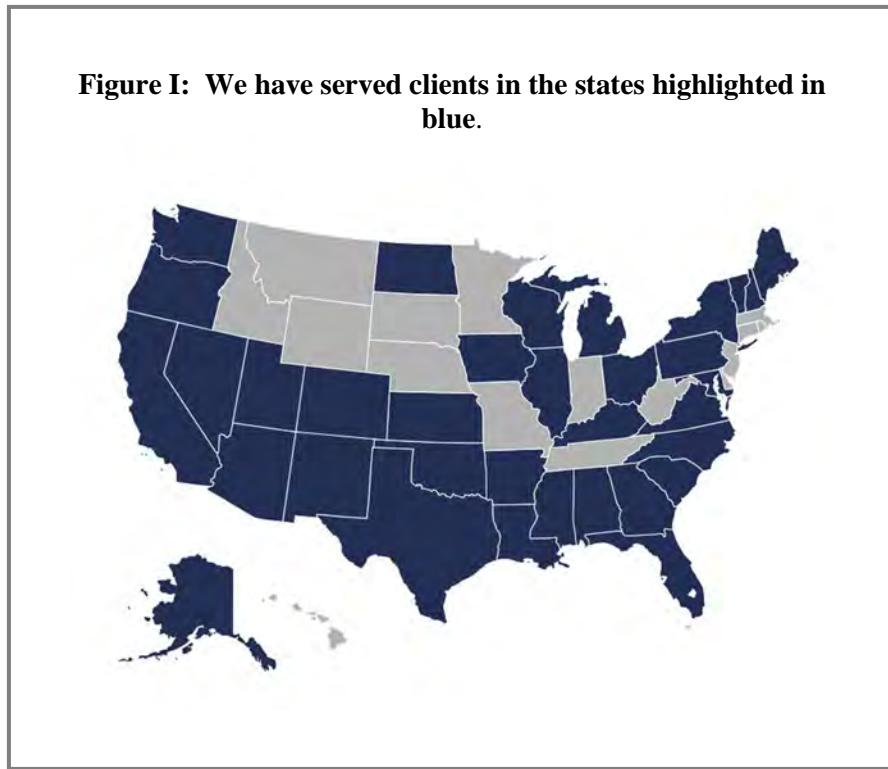
G. Scott Krim, Senior Consultant, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in operations optimization, personnel selection and retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



II. Qualifications and Experience of the Firm *(continued)*

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. We have conducted searches in 35 states, see Figure I below. A complete list of our searches can be found in Appendix A.



III. References

City Manager, Bartow, FL (population 19,309)

Contact: Vice Mayor Leo Longworth at (863) 533.3136, or llongworth@cityofbartow.net

CB&A was hired in June 2022 to find Bartow’s next City Manager. We interviewed the elected officials, the senior staff, and selected community members to create the recruitment profile. We conducted a nationwide search and recommended eight candidates to the City. Four of the five finalists were interviewed on September 26. One was not able to interview on that date because of a hurricane, but he interviewed shortly thereafter. While it rarely happens, the City was unable to agree on a candidate. We conducted background checks on a few additional candidates, including a manager in a neighboring community. *Mike Herr, then City Manager of Winter Haven*, was selected on November 4. Mr. Herr remains with the City.



City Manager, Fircrest, WA (population 7,215)

Contact: Mayor Brett L. Wittner at (253) 312-8556 or bwittner@cityoffircrest.net

Brimming with Pacific Northwest charm, the City of Fircrest is known for its welcoming parks, popular festivals and recreation programs, peaceful neighborhoods, engaging Police Department, and charming small businesses. CB&A was hired right before Christmas 2022 to find their next City Manager. We began work on January 11, 2023. We created the recruitment profile, advertised the position, interviewed the candidates, conducted thorough background checks, and recommended finalists. The interviews were held on April 21, 2023. The Council had never been through an interview process quite like ours and were very complimentary of it. The City selected *Dawn Masko, former Finance Director for Pacific, WA*, and the City is well pleased with her performance. She remains with the City.



City Manager, Temple Terrace, FL (population 26,690)

Contact: Mayor Andrew Ross at 813-997-5969, or aross@templeterrace.com

CB&A was selected on May 4, 2022, to assist the City in finding its next City Manager. The position became vacant after the Community Development Director was arrested for bribery and the City Manager declined to participate in the investigation. Thus, the City’s focus was on finding a city manager who could reestablish trust with the residents. Our work included searching the nation to find the right person, interviewing the candidates, conducting thorough background checks, recommending finalists for the City to interview, and assisting with the contract negotiations. *Carlos Baia, former Deputy City Manager for Concord, New Hampshire*, was selected in August 2022. He remains with the City.



III. References (continued)

Searches performed by Colin Baenziger and Associates in the past three years.

A full list of our searches can be found in Appendix A.

Completed Searches by CBA in 2024 to date

City Manager, Deltona, FL (population 98,528)

County Administrator, Dougherty County, GA (population 84,364)

City Manager, Lake Helen, FL (population 2,871)

City Manager, Sunnyside, WA (population 16,150)

City Manager, Pascagoula, MS (population 21,330)

City Manager, Thornton, CO (population 144,388)

Public Works and Utilities Director, Bradenton, FL (population 56,730)

Corporation Counsel, Davenport, IA (population 101,724)

Economic Development Director, St. Johns County, FL (population 334,173)

Executive Director, Salt Lake Valley Emergency Communications Center, UT (estimated population served 900,000)

Completed Searches by CBA in 2023

City Manager, Belle Isle, FL (population 7,344) in 2023

City Manager, Cooper City, FL (population 32,000) in 2008 and 2023

City Manager, Fernandina Beach, FL (population 11,000) in 2006, 2015, and 2023

City Manager, Flagler Beach, FL (population 5,458) in 2023

City Manager, Fort Walton Beach FL (population 20,879) in 2023

County Administrator, Indian River County, FL (population 163,662) in 2023

Town Manager, Juno Beach, FL (population 3,600) in 2005 and 2023

County Administrator, Manatee County, FL (population 422,774) in 2023

Town Manager, Oakland, FL (population 5,400) in 2023

Town Manager/Finance Director, Ocean Ridge, FL (population 1,830) in 2023

City Manager, Port Richey, FL (2,869) in 2020 and 2023

County Administrator, St. Lucie County, FL (population 284,000) in 2014 and 2023

General Manager, Sun 'n Lake Improvement District, FL (population served 9,000+) in 2023

Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million) in 2023

Assistant to the City Manager, North Myrtle Beach, SC (18,790) in 2023

City Attorney, Sebastian, FL (population 25,703) in 2023

General Manager, Beaufort-Jasper & Sewer Authority, SC (population served 150,000) in 2023

III. References (continued)

Completed Searches by CBA in 2022

City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022

Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999, 2005, 2021 and 2022

City Manager, Mill Creek, WA (18,828) in 2015 and 2022

City Manager, Temple Terrace, FL (population 26,901) in 2022

Chief Financial Officer, Estero, FL (population 36,939) in 2022

Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022

Police Chief, Indian Creek Village, FL (population 89) in 2022

City Attorney, Ocala, FL (population 60,021) in 2022

Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900)
in 2016 and 2022

Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population
15,000) in 2011 and 2022

Executive Director, Spartanburg Water, SC (population served 327,997) in 2022

Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches by CBA in 2021

City Administrator, Bradenton, FL (population 60,888) in 2021

Town Manager, Lady Lake, FL (population 15,954) in 2021

City Manager, Lake Worth Beach, FL (population 38,010) in 2003, 2007 and 2021

Town Manager, Lantana, FL (population 9,600) in 2000 and 2021

City Manager, Mascotte, FL (population 5,873) in 2021

City Manager, Port Orange, FL (population 67,494) in 2021

Chief Administrative Officer, Renton, WA (population 100,953) in 2021

City Manager, Sanibel Island, FL (population 7,319) in 2021

City Manager, Sequim, WA (population 6,700) in 2015 and 2021

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021

City Attorney firm, Naples, FL (population 22,367) in 2021

Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in
2021

General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021

III. References (continued)

Candidate References

While it is important to deliver what the Town expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from five of those candidates.

Placement	Recruited To Be	Contact at
Dale Martin <i>Former City Manager for Winchester, CT</i>	City Manager, Fernandina Beach, FL <i>Appointed September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL.</i>	(904) 557-5047 dallmartin@yahoo.com
Eden Freeman <i>Former Assistant City Manager for Sandy Springs, GA</i>	City Manager, Winchester, VA <i>Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022.</i>	(404) 683-4816
Bryan Hill <i>Former Deputy Administrator for Beaufort County, SC</i>	Administrator, James City County, VA <i>Appointed July 2014. Hired as the Fairfax County, VA, CEO in January 2018.</i>	(843) 368-7458
Chris Morrill <i>Former Assistant City Manager for Savannah, GA</i>	City Manager, Roanoke, VA <i>Appointed December 2009. Hired as the Executive Director of the Government Finance Officers Association in 2017.</i>	(843) 368-7458
Raymond “Boz” Bossert, Jr. <i>Former Village Administrator for Port Edwards, WI</i>	General Manager, Sun ‘N Lake of Sebring Improvement District, FL <i>Appointed July of 2023 and remains with the District.</i>	(706) 215-4567

IV. Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$34,500 for the first search and \$32,500 for any additional searches, which includes all the expenses we will incur in the search with one exception. The Town will make a reservation and pay for two nights' stay for the CB&A representative in the same hotel as the finalists when they come to interview for the Town Manager position so we can help facilitate the final stage of the recruitment process. The only other expenses the Town will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the Town (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services – First Search	
Phase I: Needs Analysis / Information Gathering	\$ 4,000
Phase II: Recruiting	14,000
Phase III: Screening	14,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	\$34,500

Requested Services – Additional Searches	
Phase I: Needs Analysis / Information Gathering	\$ 2,000
Phase II: Recruiting	14,000
Phase III: Screening	14,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	\$32,500

Note: After the first year, the price will increase annually based on the increase in the CPI, or a smaller, mutually agreed upon figure.

If the Town asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the Town.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

IV. Fee and Warranty (continued)

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: Colin Baenziger & Associates
NUMBER & STREET: 2055 South Atlantic Avenue, Suite 504
CITY/STATE/ZIP: Daytona Beach Shores, FL 32118
CONTACT PERSON: Colin Baenziger
PHONE NO.: (561) 707-3537 E-MAIL: Colin@cb-asso.com

Total Fee Not to Exceed: \$34,500 for first search, \$32,500 for each additional search (Numerical)

Thirty Four Thousand, Five Hundred dollars for the first search
Thirty Two Thousand, Five Hundred dollars for each additional search (In Words)

Please check and complete one of the following statements as it pertains to travel related expenses:

<input checked="" type="checkbox"/>	The above costs DO include all expected travel expenses for consultant 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.)
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): Lynelle Klein

REPRESENTATIVE SIGNATURE: 

V. Recruitment Methodology

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as Town staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the Town so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the Town wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

V. Recruitment Methodology (continued)

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, Rhode Island League of Cities and Towns, LinkedIn, the National Association of Cities, and sites aimed at female and minority candidates.
- ***CB&A Website:*** We will also post the recruitment on our website, www.cb-asso.com. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of over thirteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the Town wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the Town and the community as your next Town Manager.

V. Recruitment Methodology (continued)

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words* and balance the negativity that is so often characteristic of the press, and (2) the Town to evaluate the candidates written communication skills.
- **Interviews of References:** We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written, approximately page long summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.

V. Recruitment Methodology (continued)

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the Town has received the candidate materials, CB&A will meet with the elected officials and the search committee to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

V. Recruitment Methodology (continued)

Phase IV: Coordinate the Interview Process and Town Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Council observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the Town at community functions), one-on-one interviews, and a Council meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the Town's senior staff at this point.

Later, that evening, the Council can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next Town Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Council Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Council Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Council and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Council, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Council can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the Town can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

V. Recruitment Methodology (continued)

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body or staff and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new Town Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The Town's Obligations

The Town will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The Town will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

V. Recruitment Methodology *(continued)*

Proposed Project Schedule

The following is the schedule we would suggest and assumes CB&A is selected to complete the search on September 6th. It can be adjusted based on the availability of the President and Council.

Phase I: Needs Assessment / Information Gathering

- September 10th: CB&A begins meeting with the Council Members and other stakeholders to understand the job and its challenges.
- September 17th: CB&A submits the draft of the full recruitment profile to the Town for its review.
- September 24th: Town provides comments on the recruitment profile.

Phase II: Recruiting

- September 27th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,500 local government professionals.
- October 18th: Closing date for submission of applications.
- October 23rd: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- November 22nd: CB&A forwards its reports and materials to the Town for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
- December 3rd: Town selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and Town Manager Selection

- December 12th: Town holds reception for the finalists.
- December 13th: One-on-one and full Council interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with Town representatives and the selected candidate on an employment agreement.



Proposal

SEPTEMBER 6, 2024

RFP # 082124

**Executive and Professional
Recruiting Consultant
Town Manager**

Smithfield, Rhode Island

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD, SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US

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Cover Letter

September 6, 2026

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



RE: PROPOSAL FOR RFP #082124 EXECUTIVE AND PROFESSIONAL RECRUITING CONSULTANT TOWN MANAGER

Dear Evaluation Committee:

Thank you for the opportunity to provide you with a proposal for the Town Manager recruitment and selection process for the Town of Smithfield (Town). Our proposal provides the Town with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

MGT Impact Solutions, LLC (MGT) is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. MGT takes the next step in offering integrated solutions that can accelerate our most important goal: dramatically improving lives by *advancing and lifting up the communities we serve*.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge, and experience has made MGT a proven leader in public-sector consulting.

By partnering with MGT, the Town of Smithfield will benefit from:

- A proven track record of success in executive search.
- Access to a vast network of qualified candidates.
- A customized approach tailored to the Town’s specific needs.

MGT CONTACT INFORMATION

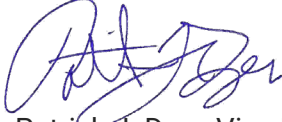
MGT HEADQUARTERS	MGT Impact Solutions, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgt.us FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Client Services Manager 790 Frontage Road, Suite 213 Northfield, IL 60093 224.415.3791 mmorawski@mgt.us

COVER LETTER

This proposal meets all requirements of the Request for Proposal (RFP), and our offer tendered by this proposal will remain in effect for 90 days.

Thank you for the opportunity to submit a proposal to the Town of Smithfield. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@mgt.us**.

Regards,



Patrick J. Dyer, Vice President
Authorized to bind the firm



Firm Profile

Impacting communities for good.

MGT brings **50 years** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through **assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change**. Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **900 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world’s most-pressing problems, and so do we. Their “why” is our why.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the “immediate” needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide

Cooperative Contracts:
 Allied States Cooperative (ASC) #23-7449, #24-7484
 The Interlocal Purchasing System (TIPS) #220601, #220802, #230105

Structure: Privately held, employee-owned, client-driven Limited Liability Company

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.



-  **50** years
-  **900** consultants
-  **30,000** projects

A Social Impact Commitment

DEFINED BY **IMPACT**

Making a profound impact on society is at the heart of who we are and what we do. We believe that a well-managed and effective local government is essential to the quality of life of its citizens. By partnering with the Town of Smithfield, we will help to ensure that the community has the leadership it needs to thrive.

MGT's Expertise

Our firm includes more than **900 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.






Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

<p>PEOPLE</p>  <p>We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.</p>	<p>PURPOSE</p>  <p>We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.</p>	<p>PERFORMANCE</p>  <p>We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.</p>
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Qualifications | Relative Experience

MGT consultants are experienced executive recruiters who have conducted [over 1,250 recruitments](#) working with cities, counties, special districts, and other governmental entities nationwide. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders. *A relevant client list is attached as [Appendix C](#).*

References

A leader in local government recruitment and selection.

More than one-third of the organizations served by MGT have contracted for multiple projects; we feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff.

BLOOMFIELD, CT

Danielle Wong, Mayor
800 Bloomfield Avenue | Bloomfield, CT 06002
860-769-3500 ext. 3604 | dwong@bloomfieldct.gov

MGT provided recruitment and selection services for the position of Town Manager in 2024.

GRANBY, CT

Mark Fiorentino, First Selectman
15 North Granby Road | Granby, CT 06035
702-528-7453 | mfiorentino@granby-ct.gov

MGT provided recruitment and selection services for the position of Town Manager in 2024.

SIMSBURY, CT

Marc Nelson, Town Manager
933 Hopmeadow St. | Simsbury, CT 06070
860-658-3200 | marcnelson@fastmail.com
Lee Erdmann, Interim Town Manager (former)
860-308-4832 | lerrdman49@gmail.com

MGT provided recruitment and selection services for the position of Town Manager in 2023.

WAYLAND, MA

John Bugbee, Assistant Town Manager
41 Cochituate Road | Wayland, MA 01778
508-358-6821 | jbugbee@wayland.ma.us
Thomas Fay, Select Board
617-312-7573 | tfay@wayland.ma.us

MGT provided recruitment and selection services for the position of Town Manager in 2022.

WILLIAMSTOWN, MA

Jane Patton, Select Board
31 North Street | Williamstown, MA 01267
413-652-1788 | jpatton@williamstownma.gov
Robert Menococci, Town Manager
413-458-3500 Ext. 115 | rmenicocci@williamstownma.gov

MGT provided recruitment and selection services for the position of Town Manager in 2022 and 2015.

Why Choose MGT?

- ✓ ***Unparalleled Expertise and Level of Service.*** With executive recruitment experience in 44 states and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as ***Outstanding*** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ ***Delivering the Best.*** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the Town. We will provide important information to potential candidates by developing a high-quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ ***A Partner from Start to Finish.*** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- ✓ ***Services for Any Budget and Any Search.*** We strive to meet the specific needs of our clients by offering several recruitment services options that meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.

Success Stories

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."





Project Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the Town's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Mike Jaillet. He will act as your project manager and primary point of contact for this project. All project managers are supported by our Recruitment Team Leader, as well as a recruitment coordinator and reference specialist. Depending on availability at the time a contract is awarded, MGT reserves the right to assign another project manager to ensure the recruitment is completed within an appropriate time frame. Mike's staff biography is attached as **Appendix B**.

Project Manager & Main Point of Contact



MIKE JAILLET

MGT Approved Independent
Executive Recruiter
781.760.3658
MJaillet@mgt.us

Proposal Inquiries



CHARLENE STEVENS

Vice President,
Human Capital
Solutions
847.380.3240 x124
CStevens@mgt.us



MICHELE MORAWSKI

Client Services
Manager
224.415.3791
MMorawski@mgt.us



Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

The Town of Smithfield, also known as "Apple Valley," for its orchards, is a suburban community in northern Rhode Island. Easily accessible 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. With a population of approximately 22,118 people, Smithfield offers a mix of rural and suburban lifestyles, featuring residential areas and commercial and industrial developments. The town is characterized by its villages, each steeped in New England tradition. Additionally, Smithfield boasts seven natural and human-made ponds, providing recreation and natural beauty to its citizens.



Success Stories

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

The Smithfield Town Government has been operating under the Council/Manager form of government since 1994. Five Council members are elected every two years, and they select a Council President. The Town Manager, appointed by the Council, oversees all Town departments and personnel. The Town provides a variety of services to its citizens and businesses, including police, fire, and rescue services, as well as public works and recreational facilities. The Town's budget for Fiscal Year 2025 is approximately \$98.9 million, with around 532 full-time equivalent employees. The Public School System enrolls 2,402 students and has been designated as a Generally Strong Performing School District by the Rhode Island Department of Education. The Police Department is nationally accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA).

By partnering with the Town of Smithfield, we will help to identify and recruit a Town Manager who can:

- Promote economic development and job creation
- Enhance community well-being
- Strengthen community engagement

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Proposed Work Plan

PHASE 1

POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one-on-one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the Town.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$195/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for Town review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2

ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local

PROJECT APPROACH & METHODOLOGY

government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Town, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executive's LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the Town with a list of advertising options for approval.

PHASE 3 CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluate candidates' credentials with consideration of the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by a consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the Town's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio that contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The Town will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the Town to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second-round interview questions for Town review and comment.
- Coordinate candidate travel and accommodations.
- Provide Town with an electronic file that includes:
 - Candidates' credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- ✓ Social Security Trace & Verification
 - ✓ US Federal Criminal Search
 - ✓ Enhanced Verified National Criminal
 - National Sex Offender Registry
 - Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol
 - Office of Foreign Assets Control (OFAC) Terrorist Database Search
 - Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA)
 - All felonies and misdemeanors reported to the National Database
 - ✓ County/Statewide Criminal
 - ✓ Civil Search
 - ✓ Bankruptcy, Liens, and Judgements
 - ✓ Motor Vehicle Record
 - ✓ Education Verification – All Degrees Earned
- Optional:** Credit Report – Transunion with score (based on position and state laws)
- Optional:**
- Professional License Verification
 - Drug Screen
 - Employment Verification

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Town facilities.
- Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**, however, we are

PROJECT APPROACH & METHODOLOGY

committed to making every effort to expedite it while ensuring thoroughness and quality to meet the town's desired timeframe.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure	█	█												
Phase 2: Advertising, Candidate Recruitment, & Outreach			█	█	█	█								
Phase 3: Candidate Evaluation & Screening							█	█	█					
Phase 4: Presentation of Recommended Candidates										█				
Phase 5: Interviewing Process & Background Screening											█	█		
Phase 6: Appointment of Candidate													█	█

Commitment to Diversity, Equity, & Inclusion in Recruitment

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT’s experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT also has a long-standing commitment to DEI. Since the firm’s inception, they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating equity and inclusion into all levels of local government. Additionally, we provide a list of DEI resources on the homepage of the website at mgt.us.

MGT has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country, including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT's Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the “fit” with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider “up and coming” candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package that is attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word “ideally” or “preferably.”

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.



Fee Proposal

*Defined by Impact. Driven by People.
Dedicated to the Community.*

We take pride in customizing our client’s needs – and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, the Client is only billed for the actual cost.</i>	\$2,000*
TOTAL:	\$25,000**

***Consultant travel expenses are not included in the price; if the consultant is requested to travel to the client, travel costs are estimated at \$2,000 per trip. Only actual expenses will be billed to the Town for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the Town (beyond the three visits listed above) will be billed at \$195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within 30 days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the Town will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Town.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the Town or the employee's own determination, leave the employ of the Town within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.



Optional Assessment Center

Qualified Assessors to Identify Your Needs.

If requested, as part of the selection process, MGT will perform an Assessment Center for candidates selected for interview. An Assessment Center is a useful tool for identifying and evaluating the strengths, areas for improvement, skills, and abilities of the candidates. MGT consultants will prepare all the related documents and scoring sheets for any three of the following exercises to be completed on the day of the Assessment Center:

- In-Basket Exercise
- Written/Oral Presentation Exercise
- Leaderless Group Exercise
- Structured Interview
- Budget Analysis Exercise
- Personnel Issues Exercise
- Other exercise of the Town's choosing

Optional Assessment Center Fee: **\$8,500***

**The fee assumes the Assessment Center will be held on one day and be limited to no more than five candidates. For each additional candidate, the fee will increase by \$750.*

The fee includes the preparation of the Assessment Center material and a written report outlining the findings of the Assessment Center as reported by the Assessors. We will assist the Town in selecting three professionals from outside the organization to serve as Assessors in evaluating each candidate's strengths and weaknesses. The Town will be responsible for paying a \$750 stipend to each Assessor (and possible mileage or other transportation costs for the assessors).

The fee does not include lodging, travel, and meal expenses for the MGT facilitator(s) to be on-site for the Assessment Center. Actual expenses will be billed in addition to the fee. If the Town chooses to add the Assessment Center option, the fees and expenses for this will be billed separately.



Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEWS OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at, Urban Affairs, This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the Town is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the Town, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Town feels would be relevant and beneficial. This input will be obtained on a confidential basis, with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.

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: MGT Impact Solutions, LLC

NUMBER & STREET: 4320 West Kennedy Blvd., Ste 200

CITY/STATE/ZIP: Tampa, FL 33609

CONTACT PERSON: Michele Morawski, Assistant Client Srv Director

PHONE NO.: 888.302.0899 E-MAIL: Proposals@mgt.us

Total Fee Not to Exceed: \$25,000 (Numerical)

Twenty-five Thousand Dollars (In Words)

Please check and complete one of the following statements as it pertains to travel related expenses:

	The above costs DO include all expected travel expenses and said expenses will not be billed separately to the Town.
X	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.)
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	\$2,000/per trip. Only actual expenses will be billed to the Town for reimbursement.

REPRESENTATIVE NAME (PRINT): Patrick J. Dyer, Vice President

REPRESENTATIVE SIGNATURE: 



Appendix B. Consultant Biography



Michael A. Jaillet
MGT Approved Independent
Executive Recruiter



Michael A. Jaillet brings over 36 years of extensive experience in local government management and international development. Throughout his career, Michael has demonstrated a strong commitment to enhancing public service delivery, fostering economic development, and promoting ethical governance. As Town Administrator for Westwood, MA, for 32 years, he successfully managed executive staff recruitment, facility management, affordable housing projects, and fiscal stability initiatives. His consulting experience spans across various municipalities in the Boston metropolitan area and includes significant contributions to affordable housing and senior living projects.

Since joining MGT in 2019, Michael has focused on recruiting city and town managers, administrators, and key department heads across several states. His international experience includes work as a Peace Corps Volunteer in Burkina Faso and various leadership roles with the International City/County Management Association. Michael's contributions to international development are highlighted by his involvement in economic development programs, fellowships, and presentations on citizen participation and ethics in countries such as Japan, Pakistan, South Africa, Sweden, Slovakia, Jamaica, and Mexico. He holds advanced degrees in Economics and Urban Affairs and Policy Analysis from Southern Illinois University and has taught graduate-level courses in administrative strategies and economics.

Areas of Expertise

- Local Government Management
- Strategic Planning
- Economic Development
- Affordable Housing Development
- Executive Staff Recruitment
- Facility Management and Maintenance
- Fiscal Stability and Budget Management
- Public Service Delivery Improvement
- International Development
- Community Engagement
- Policy Analysis and Implementation
- Teaching and Training

Education

- M.A., Economics, Southern Illinois University
- M.S., Urban Affairs and Policy Analysis, Southern Illinois University
- B.A., Political Science, Southeastern Massachusetts University

Memberships & Affiliations

- International City/County Management Association
- Massachusetts Municipal Management Association
- Massachusetts Municipal Association

Professional Development & Speaking Engagements

Administrative Strategies for Local Government, Suffolk University, Boston, MA (Instructor)

Economics, Framingham State College, (Instructor)

Economics, Blackburn College, Carlinville (Instructor)

Economics, Southern Illinois University, Edwardsville, IL (Instructor/Analyst)

Work Experience

Town of Westwood, Town Administrator, 1987-2019

Town of Bellingham, Town Administrator, 1985-1987

City of Boston Assessing Department, Manager and Consultant, 1983-1988



Appendix C. Client List

A list of the clients we have had the pleasure of partnering with that complements the Town's recruitment request is provided on the following page.



City Management Client List 2020 to Present

State	Client	Position Title	Year	Population
Alaska	Homer	City Manager (Professional Outreach)	2024	5,300
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Loveland	City Manager	2024	82,460
Connecticut	Bloomfield	Town Manager	2024	21,301
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Simsbury	Town Manager	2023	25,517
Florida	Apopka	City Administrator	2024	55,496
	Lakeland	City Manager	2020	110,000
	Miami Beach	City Manager	2024	88,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
Illinois	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Greenville	City Manager	2021	7,000
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	Lake Barrington	Village Administrator	2022	4,879
	Lisle Township	Township Administrator (Virtual)	2024	119,040
	Long Grove	Village Manager	2023	8,153
	Maryville	Village Administrator	2024	8,316
	McHenry	City Administrator	2023	27,135
	Morton Grove	Village Administrator	2024	23,500
	Mundelein	Village Administrator	2020	31,385
	Niles	Village Manager	2021	30,001
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2021	8,058
Oak Park	Village Manager	2021	52,000	
Oak Park Township	Township Manager	2023	51,774	
Palos Heights	City Administrator (Virtual)	2021	12,480	
Pingree Grove	Village Manager	2020	10,000	
Pingree Grove	Village Manager	2023	10,000	
Plainfield	Village Administrator	2021	41,734	
River Forest	Village Administrator	2021	11,635	
Rock Island	City Manager	2021	39,684	
Savoy	Village Administrator (Virtual)	2020	8,607	
Schaumburg Township	Township Administrator (Virtual)	2021	140,000	
Sycamore	City Manager (Professional Outreach)	2021	18,557	
Vernon Hills	Village Manager	2021	25,911	

	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marshalltown	City Administrator	2024	27,338
	Muscatine	City Administrator	2020	23,819
	Windsor Heights	City Administrator	2023	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2020	20,676
	Berkley	City Manager	2024	14,970
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	Troy	City Manager	2024	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Blaine	Director of Administrative Services	2024	67,939
	Fairmont	City Administrator	2024	10,477
	Golden Valley	City Manager	2024	22,715
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Jackson	City Administrator	2024	15,702
	Ozark	City Administrator	2024	21,284
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New York	Mamaroneck (Town)	Town Administrator	2021	29,156
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
North Dakota	Minot	City Manager	2020	45,700
Pennsylvania	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Newport News	City Manager	2023	181,958

	Portsmouth	City Manager	2020	96,000
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
West Virginia	Bridgeport	City Manager	2021	8,582
Wisconsin	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Harrison	Village Manager	2021	13,185
	Monroe	City Administrator	2020	10,827
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Sheboygan	City Administrator	2023	48,327
	Waukesha	City Administrator	2023	71,158
	Whitewater	City Manager	2022	14,300

MGT

**RESPONSE TO REQUEST FOR PROPOSAL
TOWN MANAGER RECRUITMENT
SMITHFIELD, RHODE ISLAND
RFP # 082124**

SEPTEMBER 2024

**Prepared by:
Municipal Resources, Inc.
66 Main Street, Suite B
Plymouth, NH 03264
603-279-0352
all@mrigov.com**

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Appendix A – Bid Form 13

Attachments

Sample Community ProfileAttachment A

References/Client List..... Attachment B

Sample Certificate of InsuranceAttachment C



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

LETTER OF INTEREST

September 6, 2024

Finance Office
ATTN: Town Purchasing Agent
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917
RFP # 082124

Municipal Resources, Inc. ("MRI") is pleased to submit this response to your request for proposals to work with the Town of Smithfield, RI on the recruitment and selection of an exceptional candidate for the position of Town Manager.

With more than 30 years of experience with public sector executive recruitments our record for helping municipalities identify and 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. Because the scope of services offered by MRI across the region and our many contacts, particularly in New England, MRI can leverage those contacts to directly recruit quality candidates. We successfully recruited new Town Managers for South Kingston, RI in 2022, and Westerly, RI in 2018.



UNIQUE SERVICES IN PUBLIC SECTOR RECRUITMENT

MRI has been serving municipalities for more than 30 years. 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 believe would be a good potential 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.

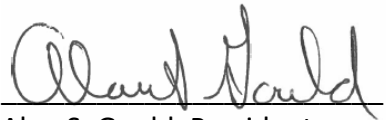
Alan Gould, President, will act as the Principal-In-Charge and Project Manager for this project and will oversee all aspects of the recruitment process. The proposed project team is outlined in our response to the RFP; members assigned to this team are veterans of similar projects and have specialized in New England recruitments.

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.

We look forward to the possibility of working with the Town of Smithfield on this project. Please feel free to contact us if you have any questions or need additional information.

Respectfully submitted,

MUNICIPAL RESOURCES, INC.



Alan S. Gould, President

Municipal Resources, Inc.

66 Main Street, Suite B, Plymouth NH 03264

119 International Drive, Portsmouth, NH 03801

(603) 279-0352

(603) 765-5998 Cell

agould@mrigov.com

ABOUT OUR TEAM

All Principal Consultants affiliated with the firm have substantial experience in government service, a background which proves beneficial to our clients, as we are able to fully understand and address the issues and concerns of the officials and decision-makers with whom we do business.

We believe that Municipal Resources has the best collection of talent that any consultant can produce at any price. Generally, our affiliates are current or recently retired practitioners in their field. They have held or hold positions at or near the top in their respective fields. All consultants assigned to this team are veterans of similar projects and have specialized in New England recruitments.

In order to provide a higher level of service to our clients, a team of MRI consultants will be assigned to this project. This approach gives us a wider outreach to actively recruit the best candidates and to provide a higher level of screening for the candidate pool. The team of consultants assigned to this recruitment would be as follows:

CORPORATE STRUCTURE

MRI is an S Corporation registered in New Hampshire, with the following officers:

Alan S. Gould, President and Chief Operating Officer

Christian Pearsall, Treasurer

John Deachman, Esquire, Secretary

Justin Van Etten, Chairman, Board of Directors, Co-Owner

Donald R. Jutton, Sr., Founder and Member, Board of Directors, Co-Owner

PRINCIPAL-IN-CHARGE and PROJECT MANAGER

Alan S. Gould, President and Chief Operating Officer, is a graduate of Saint Anselm College with a BS degree in Criminal Justice. He is certified as a Public Manager by the American Academy of Certified Public Managers and has completed numerous management and leadership programs including the Babson Command Training Institute and the FBI's LEEDS program. He is recognized for his creativity in community policing and his leadership in promoting ethics in the law enforcement community. Mr. Gould began his public sector career with the Salem, NH, Police Department where, during 21 years, he served at all ranks of the Department. He served as Chief of Police in Rye, NH, where, upon retirement from law enforcement, he was appointed and served as Town Administrator until joining MRI in 2008. Mr. Gould served as the Ethics Instructor at the New Hampshire Police Academy for 15 years and has been an instructor of college courses in Criminal Code, Criminal Investigation, Report Writing, Constitutional Law, and Juvenile

Delinquency. Among his many community involvements, Alan served as an initial incorporator of two non-profit organizations; one addressing family violence and visitation issues, and the other established to help seniors remain in their homes as they age. He continues to serve as Deputy Emergency Management Director in the coastal community of Rye, NH, located within the Seabrook Nuclear Power Plant's Emergency Planning Zone. In addition to his responsibilities as MRI's Chief Operating Officer, Mr. Gould manages most of the company's public safety projects including operational studies and "internal" investigations. Mr. Gould also specializes in recruitment/selection processes for executive level municipal positions and has completed hundreds of processes for top management positions throughout New England.

PROJECT TEAM MEMBERS

Reginald (Buzz) S. Stapczynski, ICMA-CM, has 40 years of public sector management experience at the local, county, and state levels of government. He served as Town Manager of Andover, MA, for 25 years. As Chief Executive Officer, he was responsible for the administration and management of a full-service municipality. He was responsible for \$170 million operating budget for municipal/school departments; maintenance and construction of municipal/school infrastructures, managing millions in capital projects; economic development/planning of the Town's industrial/commercial base. During his tenure, the rating agencies recognized his administration for outstanding fiscal management by awarding Andover with the AAA bond rating. He also served as Town Manager in Wilmington, MA, for many years. Buzz worked for the Commonwealth of Massachusetts in the Department of Mental Health as a Budget Manager. Prior to coming to Massachusetts, Stapczynski worked for Fairfax County, VA, as a Budget Analyst in the Office of Management and Budget. Buzz is the former President of the Massachusetts Municipal Association (MMA) and the Massachusetts Municipal Management Association (MMMA). He served on the Massachusetts Interlocal Insurance Association, Inc. (MIIA) Board of Directors. He was on the Governor's Advisory Council during the Dukakis and Weld Administrations. More recently, he participated on Lieutenant Governor Polito's Special Municipal Focus Group. He is the former Chair of the MMMA's Future Managers Committee. Buzz received his B.A. in Politics from The Catholic University of America in Washington D.C., and Master's in Public Administration from the University of Kansas. He attended the Harvard University, J.F.K. School of Government Program, for Senior Executives in Local Government. Buzz brings a wealth of knowledge to MRI in all areas of government administration, as well as experience with public/private partnerships.

Robert Mercier is a senior level executive manager with over 35 years in both the private and public sectors. He has direct experience managing public budgets in excess of \$100 million, and in developing policy and implementing programs that promote positive, smart business growth. Most recently he served as the Town Administrator for Burlington, Massachusetts from 1999 to 2012, returning to the community after serving as the Town's first Town Administrator from 1980 to 1986. From 1986 to 1991 he served as President and Chief Executive of the Regional North Suburban Chamber of Commerce, serving 13 communities along Route 128. Bob was Town

Manager in Billerica, MA, from 1991 through 1998. He served as Interim Administrator in Boxborough in 1999 and Interim Town Administrator in Wayland in 2013. He received his BA in Education and History from the University of Lowell and earned his Masters' Degree in American Government from Salem State University. Mr. Mercier has also received a Post Graduate Certificate in Leadership and Organizational Management from Notre Dame University. Mr. Mercier is a former member of the MBTA Advisory Board, and has served on the Route 3 Advisory Committee that contributed to the successful, on time and on budget expansion of the Route 3 corridor. He joined MRI in 2014 and serves as a municipal management consultant specializing in executive recruitments.

Carol M. Granfield, ICMA-CM, has a master's in administration from Central Michigan University and is one of 1266 ICMA Credentialed Managers in the country. Ms. Granfield is also a graduate of the Senior Executive Institute at the University of Virginia, Harvard JF Kennedy School of Government summer program, Leadership New Hampshire and Fairfax, and one year of law school at Massachusetts School of Law. She is an adjunct professor at Granite State College where she teaches Human Resources and Public Administration. She possesses over 38 years of public sector management experience and 9 years of private sector experience. Ms. Granfield, a native of Pittsfield, Massachusetts, has broad public service experience at the town, city and county levels of government. Ms. Granfield has served in Town Manager/Town Manager positions in large and small communities in New Hampshire (Derry, Meredith, Hooksett, Moultonborough), and as County Manager in Cumberland County, Maine; Town Manager in Dixfield and Kittery, Maine; Director of Administration in Herndon, Virginia; and Personnel Director in Fairfax, Virginia. Ms. Granfield's expertise in Human Resources and Labor Relations includes the establishment of personnel policies; organizational studies; wage, classification, and benefit studies along with union negotiations to include the interest-based model. Ms. Granfield is co-author of the ICMA e-book, *Performance Appraisal Fundamentals: A Quick Guide to Fair, Consistent, and Useful Performance Appraisals*. Ms. Granfield has participated in many successful public sector executive recruitment projects and has also conducted strategic planning, goal setting, and team building programs in NH, ME and VA communities. She has also developed and implemented positive career development and training programs for employees of a number of municipal organizations. Ms. Granfield has given presentations at national conferences of the ICMA, the International Public Management Association for Human Resources, and at state conferences in VA, MA, ME, and NH. Ms. Granfield has served on many professional and civic boards to include the Public Employee Labor Relations Committee; ICMA Credentialing Board; NH Local Government Board, Maine Municipal Association Advisory Board, Belknap County Economic Development Commission, Derry Planning Board, and is Past President of the NH Management Association, IPMA-Virginia, Dixfield Economic Development Organization, and the Derry Village Rotary. Ms. Granfield is also appointed by the Governor to the NH Public Employee Labor Relations Board.

Elizabeth Mensinger, Recruitment Coordinator, graduated from Providence College with a Bachelor of Arts degree in Social Work and attained her Master of Social Work degree at the

University of Central Florida. She has experience in business management as well as program development and implementation and has served in leadership positions in public, private and non-profit settings. Elizabeth has proven success in bringing together teams and creating effective and efficient processes to achieve goals. As MRI's Recruitment Coordinator Elizabeth is responsible for establishing and maintaining professional relationships with candidates and for identifying candidates with the attributes sought for the various recruitment positions. Elizabeth also provides Job Task Analysis services and data collection and analysis for MRI's Public Safety studies.

APPROACH & PROCESS

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:

1. Meet with the Town Council and an appointed Screening Committee to review the recruitment process and work toward developing a **Community Profile and Challenge Statement (see attached sample in (Attachment A)). This Community Profile and Challenge Statement** helps 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. Understand the qualities, strengths, and characteristics of candidates envisioned for the position;
 - e. 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
 - f. Identify the likely issues and opportunities that the next Manager must be prepared to address.

To gain input from the community and other stakeholders, MRI will interview other key officials, as identified by the Town Council and Screening Committee, and will ***open an e-mail address for this specific recruitment that will provide for community input.*** If desired by the client, we can schedule/facilitate up to two

listening sessions/public forums as well interviews with department heads and other key stakeholders. Once approved by the client, the Ideal Community Profile and Challenge Statement will be posted on MRI's recruitment website for potential candidates to review.

2. We will work 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 (cost of advertisements is included in the lump sum price). 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. Leveraging our significant contacts in local government management across New England we will actively pursue potential candidates that we believe will be a good fit for your community. It should be noted that MRI's advertising is targeted at venues that are most likely to engage candidates with the professional training and experience desired by the client. We are also proud of our ability to recognize and recruit high-quality "non-traditional" candidates who have succeeded in their roles as Chief Executive/Administrative Officers. Since some of these advertising venues will be viewed nationally and even internationally, we expect to have approximately 17 states represented in the candidate pool. MRI's recruitment efforts go well beyond the team identified in this proposal as we leverage our entire consulting group for the benefit of the client.
6. We will canvass MRI's professional network to identify and reach out to promising potential candidates to invite their applications.
7. We will receive, acknowledge and hold all resumes in confidence. 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. Our team of professional consultants will screen and review all resumes for minimum qualifications before ranking them against the Ideal Candidate Profile.

10. MRI's assessment of candidates is based upon the qualities, skills and experience identified in the cover letter and resumes, in the response to essay questions, the preliminary background screening, and the phone interviews with the MRI team.
11. We will work with the Town Council and Screening Committee to develop a written essay questionnaire to be sent to the top-tier candidates, focusing the questions on matters of special relevance to the client's needs or current situation. 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.
12. After essay responses have been returned, and reviewed, we conduct a web search of the top remaining candidates and canvass 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 their 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 a 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.
13. We will provide the Town Council and the Screening Committee with the submittals of the top-tier candidates and meet to discuss these candidates and determine which candidates they would like to interview (normally 5 to 6). We will prepare and facilitate the Screening Committee interviews. Those candidates chosen by the Screening Committee will move forward to interviews with the Town Council MRI will prepare the Town Council for and facilitate those interviews. All meetings will be in conformance with the Rhode Island Open Meeting Act.
14. Following interviews with the finalists, the Town Council, in consultation with our lead consultant, will determine what if any, additional steps are needed to arrive at a final selection.
15. We will assist the Town Council with the development of terms and conditions of employment, preparation of a conditional offer of employment, and creation of a draft of an employment agreement.
16. 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.

17. We will complete a comprehensive background investigation (included in lump sum price) on the selected candidate which shall include, but not be limited to, previous employment, criminal and motor vehicle records checks, finances, references (including those independently developed by MRI), and interviews with previous employers. These backgrounds are handled by our Law enforcement specialists and are extensive. In addition to the “checks” completed by our competitors, we interview a significant number of *developed* resources that will provide valuable insight into a candidate’s ethics, judgment, personality and work product. We are recognized as leaders in the area of providing comprehensive backgrounds and have been relied upon, even by police chiefs, to provide the backgrounds so critical to hiring quality employees.
18. In order to protect the client, MRI will typically not complete a comprehensive background on a candidate before a conditional offer of employment is accepted, unless the Town provides a waiver.

TIMELINE

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 pretty quickly.

Since there is little room for “compression” of this schedule, any delays will need to be added to the end of the process. The background investigation on the selected candidate will likely take about two weeks. During that two-week period, we will be assisting the Client with contract negotiations. We normally expect a two- or four-week delay between the signing of a final contract with the start date of the chosen candidate since he or she likely has a contractual obligation to a current employer.

In our experience, if a process runs significantly longer than the 3 months, desirable candidates may withdraw for other employment opportunities.

The Town desires that the consultant make every effort to bring this process to completion within a reasonable timeline from the signed contract for services but recognizes that scheduling of various meetings may extend this timeline.

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.

REFERENCES and RECENT CONTRACTS

Barnstable County, MA
County Administrator Recruitment 2024
Justyna Marczak, HR Director
3195 Main Street
Barnstable, MA 02630
(508- 375-6646

Northborough, MA
Town Administrator 2023
Mitch Cohen, Select Board, Chair
63 Main Street
Northborough, MA 01532
(508) 393-5040

Bloomfield, CT
Town Manager 2021
Mayor Danielle Wong
Town of Bloomfield
800 Bloomfield Avenue
Bloomfield, CT 06002
(860) 769-3500

South Kingstown, RI
Town Manager 2021
Town of South Kingstown
Julie A. Mason, Finance Department
180 High Street
Wakefield, RI 02879
(401) 789-9331

Lakeville, MA
Town Administrator 2021, 2024
Board of Selectmen
Lacey Marshall, HR Director
346 Bedford Street
Lakeville, MA 02347
(508) 946-8808

Westborough, MA
Town Manager 2019
Kristi Williams, Town Manager
Board of Selectmen
Town of Westborough
34 West Main Street
Westborough, MA 01581
(508) 366-3030

See **Attachment B** for additional references/full client list.

REQUIRED DOCUMENTS

See **Appendix A** for Bid Form

ATTACHMENTS

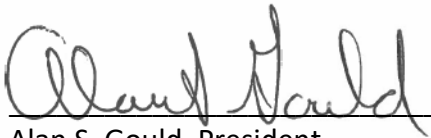
See **Attachment A** for Sample Community Profile

See **Attachment B** for References/Client list

See **Attachment C** for Sample Certificate of Insurance

Respectfully submitted,

MUNICIPAL RESOURCES, INC.

By:  _____

Alan S. Gould, President
Municipal Resources, Inc.
66 Main Street, Suite B, Plymouth NH 03264
119 International Drive, Portsmouth, NH 03801
(603) 279-0352
(603) 765-5998 Cell
agould@mrigov.com



APPENDIX A



**Municipal
Resources, Inc.**

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

VENDOR: Municipal Resources Inc.

NUMBER & STREET: 66 Main Street

CITY/STATE/ZIP: Plymouth, New Hampshire 03264

CONTACT PERSON: Alan Gould, President

PHONE NO.: (603) 279-0352 E-MAIL: agould@mrigov.com

Total Fee Not to Exceed: \$24,500.00 (Numerical)

Twenty Four Thousand Five Hundred Dollars (In Words)
(This amount includes advertising costs)

Please check and complete one of the following statements as it pertains to travel related expenses:

X	The above costs DO include all expected travel expenses and said expenses will not be billed separately to the Town.
	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.)
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): Alan Gould

REPRESENTATIVE SIGNATURE:

ATTACHMENT A



**Municipal
Resources, Inc.**

THE TOWN OF SOUTH KINGSTOWN, RI

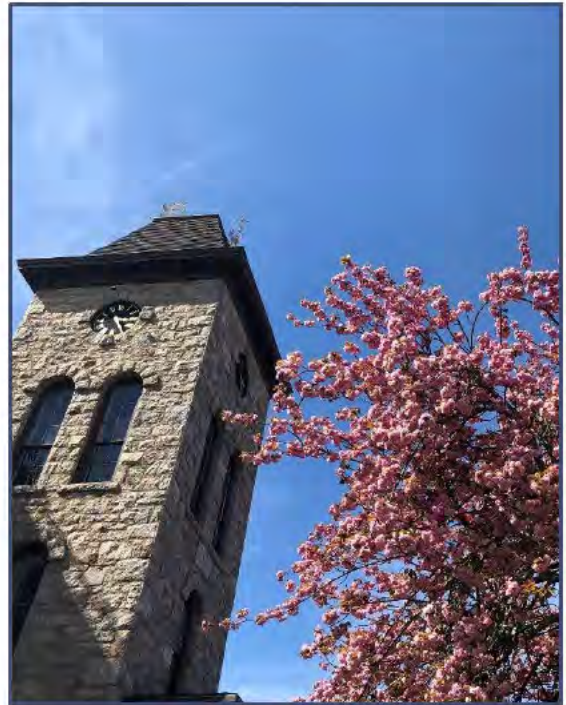
TOWN MANAGER RECRUITMENT

Invitation to Qualified Candidates

INTRODUCTION

South Kingstown, RI (31,000 pop.) The Town of South Kingstown seeks a proactive, seasoned community leader to serve as its new Town Manager. This charming New England town comprised of many diverse villages ranging from coastal to farmland, historic to downtown, is a thriving community located on the southern coast of Rhode Island. South Kingstown is financially stable, boasts substantial reserves, has an Aa1 bond rating and is recognized as a desirable community for smart growth development with a strong tax base. This beautiful community, originally settled in 1658 and incorporated as a Town in 1723, has a rich history and a strong commitment to preserving its heritage, and boasts a quality of life that makes this a destination community for any public manager. In addition to its popular beaches, South Kingstown has numerous natural, cultural and recreational amenities and is the home of the University of Rhode Island.

South Kingstown is a full-service municipality, led by a five member Town Council and a Town Manager with an established Council-Manager form of government. The local government provides outstanding public services and excellent schools. The Manager oversees a municipal operating budget for FY 22 of \$38.5M with 200 full-time and numerous part-time and seasonal employees.



The ideal candidate will have a Master's Degree in Public Administration or related field and a minimum of ten years of progressively responsible experience in public administration or an equivalent combination of education and relevant experience. Preference will be to Town Managers, Town Administrators, Assistants and Department Heads with complex municipal operations and knowledge of all Town functions. The Town's Charter requires the Manager to reside in South Kingstown within six months of appointment.

The position offers competitive salary and benefits; salary is subject to negotiation; current compensation is \$152,700. The Town is an equal opportunity employer, committed to affirmative action. For additional information contact Alan Gould, President, Municipal Resources Inc., at 603-279-0352 x320.

ADDITIONAL INFORMATION: www.mrigov.com/career

Cover letter and resume in confidence as PDF attachment to: recruitment@mrigov.com

DEADLINE: Applications accepted through Monday, January 3rd, 2022

TOWN MANAGER – SOUTH KINGSTOWN, RI

SOUTH KINGSTOWN AND RHODE ISLAND

The Town of South Kingstown, population 31,000, is an attractive and thriving community located in southern Rhode Island, bordering the Atlantic Ocean. The Town has a total area of 62.3 square miles (56.8 land / 5.5 water), which includes many miles of beaches. The scenic drive to Newport takes half an hour or less.



South Kingstown was first settled as Pettaquamscutt in 1658. Incorporated as part of Kings Towne in 1674; Kings Towne became Kingstown in 1689. Divided into North Kingstown and South Kingstown in 1723 and incorporated February 22, 1723. In 1888 an area along the Pettaquamscutt River and Narragansett Bay was separated from South Kingstown to form the Town of Narragansett.

The Town of South Kingstown includes the villages, communities and neighborhoods of Kingston, West Kingston, Wakefield, Peace Dale, Usquepaugh, Snug Harbor, Tuckertown, East Matunuck, Matunuck, Green Hill, Perryville, Ocean Ridge, Indian Lake, Curtis Corner, Torrey Hill and Middlebridge.

South Kingstown is the largest town in Washington County, commonly referred to as South County. The other towns are: Charlestown, Exeter, Hopkinton, Narragansett, New Shoreham (Block Island), North Kingstown, Richmond and Westerly. South Kingstown provides shared services with some of the other towns.

South Kingstown is included in the Providence metropolitan area, which encompasses most of Rhode Island and several counties in Massachusetts.

The rich cultural amenities, points of interest and recreational activities in South Kingstown include art galleries, performing arts theaters, music venues, community centers, a history museum, four historic districts, great restaurants, breweries, a distillery, vibrant retail and services, antiques, family fun, three libraries, and numerous recreation programs for our citizens, as well as an expansive parks system. There is an abundance of National Register of Historic Places listings in South Kingstown and the surrounding area. Washington County has four national wildlife refuges.



TOWN MANAGER – SOUTH KINGSTOWN, RI



The highly rated South County Hospital, located in the village of Wakefield in South Kingstown, serves southern Rhode Island.

South Kingstown is the home of the main campus of the University of Rhode Island (URI), located in the historic village of Kingston. URI is the principal public research university, as well as the land grant and sea grant university, for the State of Rhode Island. The University offers bachelor's, master's and doctoral degrees in 80 undergraduate and 49 graduate areas of study, with a student body of about 13,600 undergraduate and 3,000 graduate students. Recently URI was ranked #3 on Best Value College's list of the 30 Most Beautiful Coastal College Campuses. The Town enjoys a cooperative and productive working relationship with the University. URI recently engaged a new President who has expressed a strong willingness to continue the partnerships developed between the University and the community.

South Kingstown is served by the South Kingstown School District, and the Town's citizens elect a seven-member School Committee, with staggered 4-year terms. The district includes nine public schools, from pre-kindergarten to high school. Although the School Department is a separate entity, the Town Council appropriates funds for part of the public school budget.

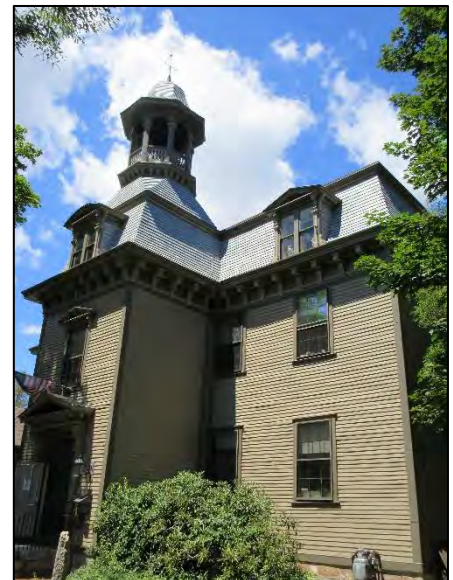
Rhode Island, known as the Ocean State, is the eighth least populous state (pop. 1,056,300), the second most densely populated after New Jersey, and the smallest state by land area (37 miles wide and 48 miles long).

Local government in Rhode Island is vested mostly in the 39 cities and towns, which cover the entire state. Cities and towns have broad home rule authority, and perform functions commonly assigned to counties in other states, such as public education. Rhode Island state law does not distinguish between a city and a town.

Rhode Island's five counties have no governmental functions. They are geographic regions or boundaries for provision of judicial and some other state government services. There also are a number of special purpose units.

Rhode Island is known for its picturesque sounds, fine sailing, New England villages and towns, urban sophistication, and grand waterfront mansions. The state also is famous for its seafood cuisine, especially clams, lobster and Rhode Island style clear broth clam chowder.

Much of the Rhode Island economy is based in services, particularly healthcare, tourism and education, but there still is significant manufacturing. CVS Trademark, Textron and other large companies are based in the state. Agriculture also is a very important part of the South County region, and South Kingstown has some of the oldest farms in New England. The Town administers the Farm, Forest, and Open Space Program in cooperation with the Rhode Island Department of Environmental Management.



TOWN MANAGER – SOUTH KINGSTOWN, RI



THE POSITION

The Town operates under the council-manager form of government. The Town has had only two Town Managers in the past 43 plus years.

The Town Manager is appointed by and works under the direction of the five-member Town Council. Council members are elected in partisan elections for 2-year terms, at-large, in even-numbered years with no term limits. The Council members elect a Council President and Vice President from among themselves.

The Town is financially sound, with a strong Aa1 bond rating and low per capita debt. The Town's total budget for FY 2021-22 is \$100.5M, comprised of the General Fund \$27.3M, School Fund \$61.9M and eight other special funds totaling \$11.2M. The Town Manager supervises all municipal departments, consisting of 10 major departments each led by its own director.

The Town's staff of 200 full-time employees, plus many part-time and seasonal employees, consists of both union and nonunion member positions. Numerous additional employees are hired on a part-time and seasonal basis to meet the needs of the Town. The four municipal unions include the International Brotherhood of Police Officers (IBPO), Local 489, representing the Town's police officers; the International Association of Fire Fighters (IAFF), Local 3365, representing employees of the Town's EMS Department; the South Kingstown Municipal Employees Association (SKMEA), a local chapter of NEA; and Council 94, AFSCME, Local 1612. The Town Manager is responsible for negotiating all contracts and resolving any grievances that occur. The Town is served by two volunteer fire districts: The Union Fire District and Kingstown Fire District. The fire districts are governed by an elected board and have the power of taxation.



The Town Manager is the chief executive officer, responsible for effective implementation of policy decisions by the Town Council. The Manager is also responsible for the professional management of all Town operations, facilities, property and departments, to ensure cost effective provision of quality services in accordance with the strategic mission, goals, priorities and policies established by the Council. The Town Manager is responsible for development of the Town's budget, including capital projects, and is responsible for administering the final budget once approved by the Town Council.

The Town Manager, working with the Council President and Council members, also ensures productive working relationships with business and community organizations and leaders, media and the general public in order to promote the Town and to maintain open channels of communication for identifying and responding to the needs of citizens and property and business owners. As delegated and authorized by the Town Council, the Manager represents the Town in negotiations with representatives of government, business and other organizations, provides public presentations and information to media, and works with other local governments to present the

TOWN MANAGER – SOUTH KINGSTOWN, RI

Town's viewpoint and encourage acceptance of productive goals and objectives. The Town Manager, working with the Town Solicitor, is responsible for monitoring and assuring the updating of all Town ordinances, regulations, policies and procedures to comply with state and federal law and regulations. The Town Manager also maintains effective working relationships with citizen boards and commissions.

Links of Interest:

Town of South Kingstown: www.southkingstownri.com

(Includes the Annual Report and Town Manager's FY 2021-FY 2022 Capital Improvement Program and Municipal Budget Document)

South County Tourism Council: www.southcountyri.com

University of Rhode Island: www.uri.edu

SOUTH KINGSTOWN CHALLENGES AND OPPORTUNITIES

The community of South Kingstown is a premier town in the State of Rhode Island and like all local governments, is dealing with imminent challenges as well as long term issues as it moves into the 2022-2030 decade. The following topics represent some of the matters the new Town Manager will be expected to navigate internally within the organization while also providing guidance to the elected and appointed boards and committees within the Town structure.



COVID and its Aftermath: As the community approaches the advent of the new year of 2022, it finally appears that some sense of normalcy may be returning to our daily lives. A challenge for the new manager will be how to plan for that return and to implement a workable transition for the community to whatever variation of the new normal is appropriate for the staff and residents of the Town. There is no established model for this challenge and the new manager will be operating in an unknown environment with no "script" on how to lead the community. Clearly a key component of that transition will be a well thought out implementation strategy for utilization of the significant ARPA monies received by the community to date.

Land Use and Growth: The town has recently updated its mandatory Comprehensive Plan and the issues surrounding land use, zoning, housing, growth, natural hazard & climate change, etc. all have a plan of action identified within the overall plans and implementation schedules. Working collaboratively with various impacted parties, boards/committees, the Council and residents at large will be a significant task for the next manager. The Manager, the Council, the Planning Board and residents will all play key roles in the roll out of the action items within this road map for the town's future.



Economic Development and Growth: This topic occupies a separate area of the Comprehensive Plan and details the importance of smart, targeted and focused economic development to assure the continued sustainability of the community through additional tax revenues while also maintaining and preserving the town's unique villages, farmlands, natural resource open spaces and the beautiful seashore. The manager can help lead in this effort by identifying and promoting stronger

TOWN MANAGER – SOUTH KINGSTOWN, RI

associations and partnerships with the business community, the University of Rhode Island and the State and Federal legislative delegations.

South Kingstown Public Schools: Currently there are two significant leadership vacancies in South Kingstown; the Town Manager and the Superintendent of Schools. The new manager will have to be skilled at developing and maintaining a strong and positive working relationship with the new superintendent and the School Committee. The new manager will have to immediately engage with the School Administration to deal with budget issues, declining school age population, and the on-going school building program for the construction of new facilities and additions/renovations to existing schools.



Affordable and Low, Moderate Income Housing:

As indicated in the Comprehensive Plan, the Town has established goals for the development of affordable and low and moderate income housing options so that the Town can reach its goal of 10%. The new manager needs to acknowledge that "the provision of high quality and diverse housing as one of the most important on going issues in the community". To do that, he or she must be skilled at developing successful partnerships with the Planning Board, Affordable Housing Collaborative and developers for the benefit of the community, including teachers, municipal employees and the local employment pool. In addition, the new manager will be faced with balancing the dual interests of creating more affordable housing while honoring the resident's strong desire to protect and preserve the remaining undeveloped land and open space in the community.

Aging in Place: The next administration will be dealing with providing new services to a growing population of residents who have chosen to continue to live in South Kingstown and age in place. This trend will require the Senior Services Department to deliver an array of services to this age group and their families that hasn't been seen previously. It will also challenge the Emergency Medical Services to provide more in-home services so these valued residents can continue to be active community members.



IDEAL CANDIDATE PROFILE

The *Ideal* candidate for the position of South Kingstown Town Manager will have:

Graduate degree in public administration or related field. Related fields may include Public Finance, Human Resources and Executive Director/President of a Not-For-Profit organization or Senior Administrator at an institution of higher learning.

Ten years of demonstrated experience in public management or relevant, transferable experience. The Town will consider a combination of education and professional experience in their review.

A career record of thoughtful and proven financial management as well as a commitment to promoting a pragmatic capital planning process while demonstrating an ability to work within an established and successful budget development process that requires input from elected and appointed officials.

A collaborative and deliberative style of management that allows for, and actively promotes, community involvement by an engaged and caring citizenry. The manager should be a leader by example who empowers and trust Division Directors and support staff to run their operations effectively and efficiently while holding staff accountable for their actions.

Intellectual curiosity, creativity and the ability to identify innovative solutions to complex issues while offering options to the Council for deliberations.

Strong communication, writing, public speaking and presentation skills.

Extensive knowledge and experience in negotiations within a collective bargaining environment while also maintaining the ability to establish respectful and harmonious relationships with union and non-union leadership.

The ability to “listen” to all engaged parties who may have divergent opinions especially members of committees and boards who help guide and advise the community decision makers to deliver the highest standard of customer service.

Commitment to continuous improvement and excellence in public services with a strong emphasis in the utilization of evolving Information Technology (IT) innovations to improve communications and build added efficiencies in the service delivery systems of the community.

A proven record of nurturing and embracing an established positive culture while promoting civility and professional decorum in all public discourse.

Demonstrated ability to provide unbiased guidance to all elected officials and those appointed to a broad range of committees and commissions, as well as to an engaged citizenry.

The ability to manage Town affairs in an open, diplomatic and transparent manner.

The skill that allows the manager to multi-task a myriad of issues while remaining focused on the priorities of the Town Council.

The skills to working collaboratively, cooperatively and building consensus including a strong emphasis on maintaining a positive, productive relationship between the school and municipal administrations.

Demonstrated career-long foundation of impeccable professional and personal ethical standards, integrity, respect, honesty and accountability.

TOWN MANAGER – SOUTH KINGSTOWN, RI

ADDITIONAL INFORMATION

This document is intended for use as a resource in the search for the next Town Manager. Candidates are encouraged to do their own research and consider their fit for this position. For additional information about the Town of South Kingstown see www.southkingstownri.com.

Candidates can also contact Alan Gould at agould@mrigov.com or by phone at 603-279-0352 ext. 320. To apply, submit a cover letter and resume in PDF format to recruitment@mrigov.com

DEADLINE: Applications accepted through Monday, January 3rd, 2022

ATTACHMENT B



**Municipal
Resources, Inc.**

MANAGEMENT RECRUITMENT REFERENCES

MASSACHUSETTS

Acton, MA

Town Manager 2018
Land Use & Econ. Dev. Director 2015
Steven Ledoux, Town Manager
472 Main Street
Acton, MA 01720
(978) 929-6611

Amesbury, MA

CFO Recruitment Assistance 2019
Ken Gray, Mayor
62 Friend Street
Amesbury, MA 01913
(978) 388-8121

Andover, MA

Finance Director 2011
Police Chief Recruitment 2013
Steven Bucuzzo, Asst. Town Manager
36 Bartlet Street
Andover, MA 01810
(978) 632-8220

Ashland, MA

Town Manager 2012
Steven Mitchell, Chairman
Board of Selectmen
101 Main Street
Ashland, MA 01721
(508) 881-0100

Assumption College

Public Safety Director 2013
Christian McCarthy
Executive Vice President & Treasurer
Assumption College, Finance Office
500 Salisbury Street
Worcester, MA 01609
(508) 767-7424

Avon, MA

Deputy Police Chief Recruitment 2022
Jeffrey J. Bukunt, Chief of Police
Avon Police Department
86 Fagan Dr.
Avon, MA 02322
(508) 583-6677

Barnstable County, MA

County Administrator Recruitment 2024
Justyna Marczak, HR Director
3195 Main Street
Barnstable, MA 02630
(508- 375-6600

Barre, MA

Town Administrator 2023
Maureen Marshall, Select Board Chair
40 West Street
Barre, MA 01005
(978) 355-2504 x135

Bedford, MA

Town Manager 2018
Richard T. Reed
10 Mudge Way
Bedford, MA 01730
(781) 275-1111

Berlin, MA

Town Administrator 2019, 2022
Kristin Rubin Town Administrator
Fire Chief Recruitment 2019, 2022
R. Scott Hawkins
Selectboard, Chair
23 Linden Street
Berlin, MA 01503
(978) 310-5919

Blackstone, MA

Town Administrator Recruitment 2021, 2023
Ryan Chamberland
Board of Selectmen, Chairman
15 St. Paul Street
Blackstone, MA 01504

Boxborough, MA

Chief Financial Officer 2024
CFP/Accountant Recruitment 2023
Michael Johns Town Administrator
29 Middle Road
Boxborough, MA 01719
(978-264-3127

Boxford, MA

Town Administrator 2021
Tim Feeny, Chair
7A Spofford Road
Boxford, MA 01921

Boylston, MA

Town Administrator 2008
Kenneth Sydow, Selectman
221 Main Street
Boylston, MA 01505
(617) 654-3697

Brookfield, MA

Highway Superintendent 2024
Kelli Robbins, Town Administrator
6 Central Street
Brookfield, MA 01506
(508) 867-2930

Canton, MA

Town Administrator 2016
Jody Middleton
Human Resources Director
801 Washington Street
Canton, MA 02021
(781) 821-2936

Carver, MA

Town Administrator Recruitment 2022
Select Board
108 Main Street
Carver, MA 02330
(508) 866-3401

Concord, MA

Town Manager 2019
Parks & Rec Director 2016
Christopher Whelan, Town Manager
PO Box 535
22 Monument Square
Concord, MA 01742
(978) 318-3000

Danvers, MA

Town Manager 2014
Steve Bartha
Town Manager
One Sylvan Street
Danvers, MA 01923
(978) 777-0001

Dartmouth, MA

Town Administrator 2017
Executive Administrator 2009
Police Chief 2009
David Cressman, Town Adm.
400 Slocum Road
Dartmouth, MA 02747
(508) 910-1820

Dighton, MA

Town Administrator 2017
John P. Taylor, Chairman
Dighton Board of Selectmen
979 Somerset Avenue
Dighton, MA 02715
(508) 669-6431

Duxbury, MA

Police Chief Recruitment 2023
Rene Read, Town Manager
878 Tremont Street
Duxbury, MA 02332
(781) 934-1100

Everett, MA

Chief Financial Officer 2015
Kevin O'Donnell
Human Resource Director
City of Everett
484 Broadway, Everett MA 02149
(617) 394-2282



MASSACHUSETTS CONTINUED

Georgetown, MA

Town Administrator 2021
Town of Georgetown
1 Library Street
Georgetown, MA 01833

Hanover, MA

Director of Comm Dev & Planning 2018
Town Manager Recruitment 2017
Brian Barthelmes, Selectman
550 Hanover Street
Hanover, MA 02339
(781) 826-5000

Hadley, MA

Town Administrator 2020
Christian Stanley, Selectboard Chair
100 Middle Street
Hadley, MA 01035
(413) 586-0221

Hanson, MA

Town Administrator 2020
Laura Fitzgerald-Kemmett
Chair, Board of Selectmen
542 Liberty Street
Hanson, MA 02341
(781) 293-5186

Hubbardston, MA

Town Administrator 2022
Jeff Williams, Chair, Select Board
7 Main Street # 12
Hubbardston, MA 01452
(978) 928-5244

Kingston, MA

Town Administrator 2013
Nancy M. Howlett
Acting Town Administrator/
Chief Procurement Officer
26 Evergreen Street
Kingston, MA 02364
(781) 585-0500

Lakeville, MA

Town Administrator 2021, 2024
Board of Selectmen
346 Bedford Street
Lakeville, MA 02347
(508) 946-8803

Leicester, MA

Town Administrator 2013
Doug Belanger, Chairman
Leicester Board of Selectmen
3 Washburn Square
Leicester, MA 01524
(508) 892-7000

Lenox, MA

Town Manager Recruitment 2013
David Roche, Chairman
Lenox Board of Selectmen
Town Hall
6 Walker Street
Lenox, MA 01240
(413) 637-5500, x-7

Lexington, MA

Town Manager 2018, 2024
James Malloy
Town Manager
2nd Floor, Town Office Building
1625 Massachusetts Ave
Lexington, MA 02420
(781) 698-4581

Manchester-by-the-Sea, MA

Police Chief Recruitment & Assessment
Center 2016
Fire Chief Recruitment & Assessment
Center 2016
Police/Fire/EMS Studies 2015
DPW Director Recruitment 2014
Dispatch Study 2014
Town Admin Recruitment 2012
Police Chief Recruitment 2007
Gregory Federspiel, Town Administrator
Manchester-by-the-Sea, MA 01944
(978) 526-2000

Marblehead, MA

Town Administrator Recruitment 2011
Anthony M. Sasso, Town Administrator
Abbot Hall
188 Washington Street
Marblehead, MA 01945
(781) 631-0000

Mendon, MA

Town Administrator 2013
Fire Chief 2018
Diane Willoughby, Admin. Asst.
20 Main Street
Mendon, MA 01756
(508) 473-2312

Middleton, MA

Town Administrator 2023
Brian Cresta, Select Board
Kosta Prentakis, Select Board
(978) 777-3617
Town Administrator 2015
Christine Lindberg, Chair Selectmen
48 South Main Street
Middleton, MA 01949
(978) 774-3589

Monson, MA

Town Administrator 2013
Edward A. Maia, Chairman
Monson Board of Selectmen
29 Thompson Street
Monson, MA
(413) 267-4100

Nahant, MA

Town Administrator 2015
Mary Ellen Schumann
Administrative Assistant
334 Nahant Road
Mahant, MA 01908
(781) 581-0088

Newton, MA

HR Director 2016
Mary O'Neill
Human Resources Recruiting Manager
City of Newton
1000 Commonwealth Ave.
Newton Center, MA 02459
(617) 796-1265

North Andover, MA

Town Manager 2019
Denise Casey, Deputy Town Manager
Town of North Andover
120 Main Street
North Andover, MA 01845

Northborough, MA

Town Administrator Recruitment 2023
Mitch Cohen, Chair, Select Board
Tim McInerney, Town Administrator
63 Main Street
Northborough, MA 01532
(508) 393-5040

Plainville, MA

Town Administrator 2015
Plainville Board of Selectmen
PO Box 1717
142 South Street
Plainville, MA 02762
(508) 695-3142

Princeton, MA

Police Chief Recruitment 2023
Sherry Patch, Town Administrator
6 Town Hall Drive
Princeton, MA 01541
(978-464-2102

Rutland, MA

Police Lieutenant Recruit/Assessment 2023
Austin Cyganiewicz, Town Administrator
250 Main Street
Rutland, MA 01543
(508) 886-4100



MASSACHUSETTS CONTINUED

Seekonk, MA

Town Administrator 2013
Nelson Almeida, Chairperson
Seekonk Board of Selectmen
100 Peck Street
Seekonk, MA 02771
(508) 336-2910

Sherborn, MA

Town Administrator 2022
Select Board
19 Washington Street
Sherborn, MA 01770

Somerset, MA

Town Administrator 2022
Alan Smith, Chair, Board of Selectman
Mark Ullucci, Town Administrator
140 Wood Street
Somerset, MA 02726
(508) 646-2800

Southborough, MA

Fire Chief 2018
Mark J. Purple, Town Administrator
Town of Southborough
17 Common Street
Southborough, MA 01772

Southbridge, MA

Town Manager 2015
Town Manager's Office
41 Elm Street
Southbridge, MA 01550
(508) 764-5405

Southwick, MA

Chief Administrative Officer 2023
Doug Moglin Chairperson
445 College Highway
Southwick, MA 01077
(413) 569-5995

Sudbury, MA

Director of Public Works 2016
Town Manager 2015
Patty Golden, Senior Administrative Assistant
to the Town Manager
Board of Selectmen's Office
278 Old Sudbury Road
Sudbury, MA 01776
(978) 639-3382

Upton, MA

Town Manager 2017
James Brochu, Chairman
Upton Board of Selectmen
One Main Street
Upton, MA 01568
(508) 529-6901

Uxbridge, MA

Police Chief Recruitment 2018
Angie Ellison, Town Manager
21 South Main Street
Uxbridge, MA 01569
(508) 278-8600

Wayland, MA

Town Administrator 2013
Board of Selectmen
41 Cochituate Road
Wayland, MA 01778
(508) 358-7710

Wenham, MA

Town Administrator 2019
Police Captain 2017
Finance Director/Town Accountant 2016
Town Administrator 2015
Jack Wilhelm, Chairman
138 Main Street
Wenham, MA 01984
(978) 468-5520

Westborough, MA

Town Manager 2019
Kristi Williams, Town Manager
Board of Selectmen
Town of Westborough
34 West Main Street
Westborough, MA 01581
(508) 366-3030

Westford, MA

Town Manager 2022
Andrea Peraner-Sweet, Select Board, Chair
Kristen Las, Town Manager
55 Main Street
Westford, MA 01886
978-692-5501

NEW HAMPSHIRE

Allenstown, NH

Town Administrator 2018
Town Administrator 2010
Board of Selectmen
16 School Street
Allenstown, NH 03275
(603) 485-4276

Amherst, NH

Town Administrator 2018
Finance Director 2016, 2021
James O'Mara, Town Administrator
2 Main Street
PO Box 960
Amherst, NH 03031-0960
(603) 673-6041

Ashland, NH

Town Manager Recruitment 2021
Board of Selectmen
PO Box 517
Ashland, NH 03217

Atkinson, NH

Town Administrator 2021
Town Administrator 2019
Board of Selectmen
Town of Atkinson
21 Academy Avenue
Atkinson, NH 03811

Auburn, NH

Town Administrator 2022
Library Director 2012
Library Board of Trustees
Griffin Free Public Library
22 Hooksett Road
Auburn, NH 03032

Barrington, NH

Finance/HR Director 2016
John Scruton, Town Administrator
PO Box 660
333 Calef Highway (Route 125)
Barrington, NH 03825
(603) 664-7395

Bedford, NH

Finance Director 2015
Town Manager 2013
Town Manager 2012
Police Chief 2011
Town Manager
24 North Amherst Road
Bedford, NH 03110
(603) 472-5242, x-300



NEW HAMPSHIRE CONTINUED

Belmont, NH

Town Planner Recruitment 2021
Interim DPW Director 2017
Alicia Jipson, Town Administrator
143 Main Street
Belmont, NH 03220
(603) 267-8300

Berlin, NH

Interim DPW Director 2021
Philip Warren, City Manager
168 Main Street
Berlin, NH 03570

Bradford, NH

PT Fire Chief Recruitment 2019
Karen Hambleton, Town Administrator
Bradford Area Community Center
134 East Main Street
PO Box 6
Bradford, NH 03221

Brookline, NH

Town Administrator 2022
Town of Brookline
Attn: Drew Kellner
1 Main Street
Brookline, NH 03033-0360

Campton, NH

Town Administrator 2015, 2021
Sharon Davis, Chairman
Campton Board of Selectmen
10 Gearty Way
Campton, NH 03223
(603) 726-3223

Canaan, NH

Town Administrator Recruitment 2023
Stephen Freese, Select Board - Chair
1169 US Route 4
Canaan, NH 03741
(603) 523-4501

Carroll County, NH

HR Director Recruitment 2019
County Commissioners Office
95 Water Village Road
Ossipee, NH 03864

Claremont, NH

DPW Professional Development 2022
City Manager Recruitment 2021-2022
City Manager Recruitment 2016
Charlene Lovett, Mayor
City of Claremont
58 Opera House Square
Claremont, NH 03743
(603) 542-7002

Deering, NH

Fire Chief Recruitment 2016
Town Administrator 2021-2022
Peter Flynn, Town Administrator
762 Deering Center Road
Deering, NH 03244
(603) 464-3248

Derry, NH

Town Administrator 2016
Town Administrator 2010
Larry Budreau, Human Resources Dir.
14 Manning Street
Derry, NH 03038
(603) 845-5403

Dover, NH

Interim City Clerk 2023
Michael Joyal City Manager
288 Central Avenue
Dover, NH 03820
(603) 516-6000

East Kingston, NH

Clerk 2011
Matthew Dworman, Chairman
Board of Selectmen
24 Depot Road
East Kingston, NH 03827
(603) 642-8406

Enfield, NH

Town Manager 2017, 2021
Town Administrator 2005
Police Chief Recruitment 2018
Enfield Board of Selectman
PO Box 373
Enfield, NH 03748
(603) 632-7389

Farmington, NH

Town Administrator 2022
Town Administrator 2012
Board of Selectmen
356 Main Street
Farmington, NH 03835
(603) 755-2208

Gilmanton, NH

Town Administrator 2018
Board of Selectmen
PO Box 550
Gilmanton, NH 03237
(603) 267-6700 x 12

Gorham, NH

Fire Chief Recruitment 2016
Police Lieutenant Recruitment 2018
Robin Frost, Town Manager
20 Park Street
Gorham, NH 03581
(603) 466-3322

Greenland, NH

Town Administrator Recruitment 2018
Vaughan Morgan, Chairperson
Town of Greenland
100 Town Square, PO Box 100
Greenland, NH 03840

Hampstead, NH

DPW Director Recruitment 2023
Sally Theriault, Board of Selectmen
11 Main Street
Hampstead, NH 03841
(603) 329-4100

Hampton, NH

Interim Building Inspector 2019, 2021
DPW Assessment 2011
Jamie Sullivan, Town Manager
100 Winnacunnet Road
Hampton, NH 03842
(603) 926-6766

Hanover, NH

Sergeant Assessment Center 2023
Charlie Dennis Chief of Police
46 Lyme Road (Route 10N)
Hanover, NH 03755
(603) 643-2222

Hinsdale, NH

Interim Town Administrator, 2023
Water & Sewer Supt Recruitment 2018
Jill Collins, Town Administrator
Town of Hinsdale
11 Main Street
Hinsdale, NH 03451

Hollis, NH

Building Inspector/Code Officer 2017
DPW Director 2018
Town Administrator 2018
Interim Town Administrator 2018
Board of Selectmen
7 Monument Square
Hollis, NH 03049
(603) 465-3701

Hooksett, NH

Town Administrator 2009, 2019
Police Chief Recruitment 1999
Hooksett Town Council
35 Main Street
Hooksett, NH 03106
(603) 485-8472

Hudson, NH

Town Hall Staffing Study 2022
Finance Director Recruitment 2020
Land Use Director 2017, 2018
Stephen Malizia, Town Adm.
12 School Street
Hudson, NH 03051
(603) 886-6024



NEW HAMPSHIRE CONTINUED

Jaffrey, NH

Interim Utility Manager 2020
Public Works Study 2019
Town Manager 2016
Jon Frederick, Town Manager
10 Goodnow Street
Jaffrey, NH 03452
(603) 532-7880

Laconia, NH

City Manager 2011
City Council
45 Beacon Street East
Laconia, NH 03246
(603) 527-1270

Lakes Region Planning Commission

Meredith, NH
Executive Director 2013
Warren Hutchins
103 Main Street, #3
Meredith, NH 03253
(603) 279-8171

Lebanon, NH

Finance Director 2019
DPW Director 2018
City Manager 2017
Shaun Mulholland, City Manager
City of Lebanon
51 North Park Street
Lebanon, NH 03766
(603) 448-1071

Lincoln, NH

Town Manager 2021
Board of Selectmen
Town of Lincoln
PO Box 25
Lincoln, NH 03251

Litchfield, NH

Police Chief Recruitment 2023
F. Robert Leary, Board of Selectmen-Chair
2 Liberty Way, Suite 2
Litchfield, NH 03052
(603) 424-4046

Littleton, NH

Finance Director Recruitment 2020
Staffing Review 2020
James Gleason, Town Manager
Town of Littleton
125 Main Street, Suite 200
Littleton, NH 03561

McGregor Memorial EMS

Executive Director 2018
Matthew Willett, Chair
47 College Avenue
Durham, NH 03824

Meredith, NH

Town Manager 2003
Assessor 2005
Frank Michel, Esquire
66 NH Route 25
Meredith, NH 03253
(603) 279-6100

Merrimack, NH

Public Works Director Recruitment 2022
Paul Micali, Town Manager
6 Baboosic Lake Road
Merrimack, NH 03054
(603) 424-2331

Milton, NH

Town Administrator 2019
Board of Selectmen
Town of Milton
424 White Mountain Hwy
PO Box 310
Milton, NH 03851

Moultonborough, NH

Town Administrator Recruitment 2015
Carol Granfield, Interim TA
PO Box 139
Moultonborough, NH 03254
(603) 476-2347

NH Community Development

Finance Authority
Executive Director 2004
Michael Long
Former Chairman of the Board
Community Guaranty Saving Bank
Plymouth, NH
(603) 536-0001

New Boston, NH

Town Administrator 2023
Donna Mombourquette, Selectboard Chair
7 Meetinghouse Hill Road
New Boston, NH 03070
(603) 487-2500

New Hampton, NH

Town Administrator Recruitment 2023
Michael A. Drake, Board of Selectmen-Chair
6 Pinnacle Hill Road
New Hampton, NH 03256
(603) 744-3559

Newton, NH

Police Chief Recruitment 2023
Robert Marchand, Chair Selectmen
Finance Specialist 2023
Mark Andrews, Town Administrator
2 Town Hall Road
Newton, NH 03858
(603) 382-9140

Northfield, NH

Town Administrator Recruitment 2019
Board of Selectmen
Town of Northfield
21 Summer Street
Northfield, NH 03276

North Hampton, NH

Police Chief Recruitment 2023
Michael Tully, Town Administrator
237A Atlantic Avenue
North Hampton, NH 03862
(603) 964-1514

Northwood, NH

Town Administrator Recruitment 2023
Hal Kreider, Board of Selectmen-Chair
818 1st New Hampshire turnpike
Northwood, NH 03261
(603) 942-5586

Nottingham, NH

Town Administrator 2022
Donna Danis, Chair
139 Stage Road
Nottingham, NH 03290
(603) 679-5022

Pelham, NH

Town Administrator Recruitment 2014
Library Director Recruit/Interim 2014
Joseph Roark, Town Administrator
6 Village Green
Pelham, NH 03076

Pittsfield, NH

Town Administrator 2007
Board of Selectmen
PO Box 98
Pittsfield, NH 03263
(603) 435-6291

Plaistow, NH

Fire Chief Recruitment 2019
Town Manager 2006
Board of Selectmen
145 Main Street
Plaistow, NH 03865
(603) 382-8469

Portsmouth, NH

Kelly A. Harper, PHR
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Raymond, NH

DPW Planning Director Recruitment 2023
Town Manager 2007
Board of Selectmen
4 Epping Street
Raymond, NH 03077
(603) 895-4735



NEW HAMPSHIRE CONTINUED

Richmond, NH

Police Chief Recruitment 2018
Board of Selectmen
105 Old Homestead Highway
Richmond, NH 03470
(603) 239-4232

Rochester, NH

Commission of Public Works 2015
Fire Chief Recruitment 2021
Daniel Fitzpatrick
City Manager
31 Wakefield Street
Rochester, NH 03867
(603) 332-1167

Rollinsford, NH

Town Administrator Recruitment 2021
Selectboard
667 Main Street
Rollinsford, NH 03869

Rye, NH

Police Corporal Assessment Center 2023
Police Sergeant Assessment Center 2022
Town Administrator Recruitment 2022
DPW Director Recruitment 2021
Finance Admin. Recruitment 2021
Matt Scruton Town Administrator
10 Central Road
Rye, NH 03870

Salem, NH

Town Manager 2010
Michael J. Lyons, Chairman
Board of Selectmen
33 Geremonty Drive
Salem, NH 03079
(603) 890-2128

Somersworth, NH

Police Chief Assessment Center 2016
Director Dept. of Public Works 2013
Economic Development Mgr. 2012
Fire Chief Recruitment 2011, 2019
Robert M. Belmore, City Manager
City of Somersworth
One Government Way
Somersworth, New Hampshire 03878
(603) 692-9503

Stoddard, NH

Town Administrator Recruitment 2020
Board of Selectmen
Town of Stoddard
1450 Route 123 North
Stoddard, NH 03464-4153

Stratham, NH

Police Chief Recruitment 2018
Town Administrator 2018
Board of Selectmen
10 Bunker Hill Avenue
Stratham, NH 03885
(603) 772-7391 x187

Thornton, NH

Town Administrator 2022
Town Administrator 2017
John Paul Hilliard, Chairman
Board of Selectmen
16 Merrill Access Road
Thornton, NH 03285
(603) 726-8168

Wilton, NH

Town Administrator 2018
Board of Selectmen
PO Box 83
42 Main Street
Wilton, NH 03086
(603) 654-9451

Wakefield School District, SAU 101

Superintendent Search 2016
Norma Joy, Chairperson
Wakefield School Board
18 Commerce Way
Milton, NH 03851
(603) 534-1864

Warner, NH

Town Administrator 2013, 2023
Board of Selectmen
PO Box 265
5 East Main St.
Warner, NH 03278
(603) 456-2298

Weare, NH

Police Chief 2019
Board of Selectmen
Town of Weare
15 Flanders Memorial Road
Weare, NH 03281

Windham, NH

Town Administrator 2021
Finance Director Recruitment 2015
Brian McCarthy, Town Administrator
3 North Lowell Road
Windham, NH 03087
(603) 432-7732

Wolfeboro, NH

Interim Building Inspector 2020
Finance Director Background 2019
Town Manager 2015, 2017
Fire Chief 2016
David Owen, Town Manager
84 South Main Street
Wolfeboro, NH 03894
(603) 569-8161

MAINE

Berwick, ME

Town Manager &
Interim Town Manager 2015
Bryan O'Connor, Chairman
Berwick Selectmen
11 Sullivan Street
Berwick, ME 03901
(207) 698-1101

Brunswick, ME

Town Manager 2009
Fran Smith, Town Clerk
28 Federal Street
Brunswick, ME 04011
(207) 725-6659

Kittery, ME

Town Manager Recruitment 2013
George V. Dow, Chairperson
Kittery Town Council
200 Rogers Road Extension
Kittery, ME 03904
(207) 475-1329

Portland, ME

City Manager Recruitment 2015
Gina Tapp, HR Director
City of Portland
389 Congress Street
Portland, ME 04101
(207) 874-8300

Presque Isle, ME

City Manager Recruitment 2023
Martin Puckett, City Manager
City Hall
12 Second Street
Presque Isle, ME 04769

Sabattus, ME

Interim Town Manager &
Community Development 2011
Town Manager 2009
Board of Selectmen
Town of Sabattus
190 Middle Road
Sabattus, ME 04280
(207) 375-4331

Somerset County, ME

County Administrator 2013
Earla J. Haggerty
Interim County Administrator
Somerset County
41 Court Street
Skowhegan, ME 04976



VERMONT

Essex & Junction of Essex

Municipal Manager 2017
Town of Essex and Village of Essex Jct.
81 Main Street
Essex Junction, VT 05452

Hartford, Vermont

Town Manager 2018, 2020
171 Bridge Street
White River Junction, VT 05001
(802) 295-9353

Johnson, VT

Town Administrator Recruitment 2023
Duncan Hastings, Town Administrator
293 Lower Main West
Johnson, VT 05656
(844) 287-6709

Johnson, VT – Village of

Village Manager Recruitment 2022
Steven Hatfield, Trustee Chair
293 Lower Main Street West
Johnson, VT
(802) 635-2611

Newport, VT

City Manager Recruitment 2023
Laura Dolgin, City Manager
222 Main Street
Newport, VT 05855
(802) 334-2112

Shelburne, VT

Town Manager 2018
Jerry Storey, Chair of the Selectboard
Town of Shelburne
PO Box 88
5420 Shelburne Road
Shelburne, VT 05482
(207) 474-9861, X-232

St. Albans, VT

Staffing/Management Study 2021
Dominic Cloud, City Manager
St. Albans, VT
(802) 524-1500, Ext. 254

Thetford, VT

Town Manager Recruitment 2023
Sharon Harkay, Selectboard-Chair
3910 Route 113
Thetford, VT 05075
(802) 785-2922

Westminster, VT

Town Manager Recruitment 2023
Katrina Hamilton, Selectboard, Chair
3651 U.S. Route 5
Westminster, VT 05158
(802) 722-4255

Williston, VT

Town Manager Recruitment 2020
Town of Williston
7900 Williston Road
Williston, VT 05495

CONNECTICUT

Bloomfield, CT

Town Manager 2021
Mayor Danielle Wong
Town of Bloomfield
800 Bloomfield Avenue
Bloomfield, CT 06002
(860) 769-3500

Cromwell, CT

Town Manager 2013 & 2015
Public Works Director 2014
Enzo Faienza, Mayor
Town of Cromwell
41 West Street
Town Hall, 1st Floor
Cromwell, CT 06416
(860) 632-3410

Killingly, CT

Town Manager 2013
172 Main Street
PO Box 6000
Danielson, CT 06239
(860) 779-5334

Marlborough, CT

Town Manager Recruitment 2023
David Porter, Town Manager
26 North Main Street
Marlborough, CT 06447
(860) 295-6200

Simsbury, CT

Town Manager 2017
Lisa Heavner, First Selectwoman
933 Hopmeadow Street
Simsbury, CT 06070
(860) 658-3230

Tolland, CT

DPW Study 2023
Brian Foley, Town Manager
21 Tolland Green
Tolland, CT 06084
(860) 871-3600

Winchester, CT

Town Manager 2023
Bob Geiger, Interim, Town Manager
338 Main Street
Winsted, CT 06098
(860) 738-6962

Windsor, CT

Public Works Ops Manager 2016
Peter Souza, Town Manager
275 Broad Street
Windsor, CT 06095
(860) 285-1800

RHODE ISLAND

East Greenwich, RI

Fire Chief Recruitment 2018
Gayle Corrigan, Town Manager
Town of East Greenwich
125 Main Street
East Greenwich, RI 02818

Middletown, RI

Fire Chief Recruitment 2021
Police Chief 2018
Shawn J. Brown, Town Administrator
Town of Middletown
350 East Main Road
Middletown, RI 02842

Portsmouth, RI

Town Administrator 2011 & 2015
Police Chief 2013
Fire Chief 2012
Richard A. Rainer, Jr.
Town Administrator
2200 East Main Road
Portsmouth, RI 02871
(401) 683-3255

South Kingstown, RI

Town Manager 2022
Town of South Kingstown
Julie A. Mason, Finance Department
180 High Street
Wakefield, RI 02879

Westerly, RI

Town Manager 2015, 2018
45 Broad Street
Town Hall
Westerly, RI 02891
(401) 348-2500



ATTACHMENT C



**Municipal
Resources, Inc.**

Client#: 140962

MUNICRES

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2024

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

PRODUCER: Starkweather & Shepley, PO Box 549, Providence, RI 02901-0549, 401 435-3600. CONTACT NAME: Tina Jones, PHONE: 401 435-3600, E-MAIL: tjones@starshep.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Co (NAIC # 22292), INSURER B: Houston Casualty Co (NAIC # 42374).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

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

Additional Insured and Waiver of Subrogation apply, per policy terms and conditions.

CERTIFICATE HOLDER: Municipal Resources Inc., 66 Main St, Suite B, Plymouth, NH 03264. 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: [Signature]

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TOWN OF SMITHFIELD, RI.

RFP #082124 EXECUTIVE AND PROFESSIONAL
RECRUITING CONSULTANT – TOWN MANAGER

TRANQUIL MULTI-DYNAMIC ADVISORY LLC (TMDA)

12020 Sunrise Valley Drive, Suite 100, Reston VA 20191

Phone: (757) 263-0440

Email: operations@tmcompanies.us

Proposal Team



Cover Letter

September 06, 2024.

Dear Representative and Members of the Selection Committee,

Tranquil Multi Dynamic Advisory LLC (TMDA) is pleased to present our proposal in response to RFP #082124, Executive and Professional Recruiting Consultant (Town Manager) needs for the Town of Smithfield, RI. TMDA is located at 12020 Sunrise Valley Drive Suite 100, Reston, VA. We partner with companies in their Talent Solutions and Human Resources Advisory needs. Our team members provide a consultative approach in partnering with you and members of your team for sustainable desired results.

TMDA is a sole proprietorship and an SBA certified woman-owned small business. We are an experienced federal, state, and municipality prime contractor. We have 15 years of experience in partnering with companies, large and small, and do so with only one goal: that our mutual client has the desired results.

This is the perfect blend of experience and practical application that makes TMDA a wise choice for your Executive and Professional Recruiting Consultant (Town Manager) needs. We can provide the full cycle recruiting process and assist the Council with a thorough review thereby providing the personnel you need, when you need them. We take the sourcing, recruiting, and interviewing process out of your hands. Instead, you can focus on making sure our suggested candidate is the right fit for the long term.

This proposal meets all requirements of this RFP, and 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.

TMDA is committed to performing the implementation of the work within the proposed schedule. Our proposal explains our staffing process, how we would fill the vacancies, and how we would do so in a timely manner. Our Chief Executive Officer and signatory of this letter – Dr. Sekinat A. Lawal - has the authority to bind our firm. She can be reached at (757) 263-0440 or by email at sekina@tmcompanies.us.

Thank you for your kind consideration of our proposal, and we are happy to answer any questions you may have.

Sincerely,



Dr. Sekinat A. Lawal, D.M.
TMDA CEO & CHRO.

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Introduction

About TMDA

Since 2009, Tranquil Multi Dynamic Advisory LLC (TMDA) has operated as a sole proprietorship and has partnered with organizations in their Talent Solutions and Human Resources advisory needs. We provide a consultative approach in partnering with you and members of your team. Our Talent Solutions group serves as an extension of yours; thereby providing compliant growth at a scalable and sustainable rate.

We have been in business since 2009 with fifteen internal employees, numerous placements on our payroll until direct hire by your organization, and a field of 1099 contractors at the ready. We strive to exceed your expectations by breaking barriers and delivering desired results. As HR Advisors, our mission is to provide HR support to start-ups, small, medium, and large businesses.

Agency name: TMDA

Website: www.tmcompanies.us

Office: 12020 Sunrise Valley Dr. Ste 100 Reston, VA 20191.

Phone: (757) 263-0440

Fax: (757) 276-0800

Primary Contact: Dr. Sekina A. Lawal D.M.

Title: CEO

Phone: (757) 263-0440 **Cell:** (708) 677 5100

Email: sekina@tmcompanies.us

Our support includes:

- Human Resources and Human Capital Advisory
- Direct Hire and Temporary Placements
- Performance Evaluations Solutions
- Diversity, Equality Inclusion and Accessibility Initiatives (DEIA)

We exhibit agility and add value to supporting startups, small, medium, and large sized companies as well as nonprofits of all sizes. Our goal is to provide services to retain your ongoing business.

- Full time employees: 15

TMDA currently has offices in the Washington DC Metro Area at 1765 Greensboro Station Place 900, McLean VA 22102, and our principal office is located in Northern Virginia at 12020 Sunrise Valley Drive Suite 100 Reston VA, 20191. Both offices can be reached by calling (757) 263-0440 between 8am to 6pm ET.

Working with TMDA means collaborating with a committed partner, focused on your success, because we realize that is also our success.



FIRM PRINCIPLES

Our Mission

Our mission is to connect quality talent with projects they are passionate about, while helping our clients achieve mission critical deliverables to support their organizational goals.

Our Vision

Our vision is to become the most trusted Human Resources Consulting Company by providing exceptional advisory services to both our clients and our candidates through maintaining the highest standards in the process.

Our Values

TMDA follows these core values, not just within our organization, but also with our clients and employees placed with them.

- Accountability
- Empowerment
- Inclusion
- Originality
- Ubiquity

We operate with integrity and transparency.

Statement of Minimum Qualifications

TMDA attests to meeting the minimum qualifications outlined in the RFP with supporting pages to follow.

1. Minimum of five (5) years of experience being a Consultant in the professional recruitment field;
2. Experience providing similar services to municipalities of similar size and type as the Town of Smithfield; and
3. All documented experiences are within the past five (5) years.

Team Experience

The TMDA team is committed to ensuring that the following staff resources are available for the Project and will be ready to hit the ground running upon request.

Dr. Sekinat A. Lawal will lead the TMDA efforts in the role of Program Director and act as the single point of contact for The Town of Smithfield, RI. Dr. Lawal has fourteen (14) years of professional experience leading Human Resources (HR) functions at federal, private, and start-up companies with emphasis on quality talent acquisition and retention (cleared and non-cleared) including targeted sourcing strategies; employee engagement; HRIS implementation with positive ROIs through maximizing metrics reporting and integration with other systems; HR audit and geographical compliance; leadership partnership; employee training, professional development and coaching; as well as benefits administration and succession planning. She is also an active member of the Society for Human Resources Management (SHRM) and the Project Management Institute (PMI), Dr. Lawal holds a Doctor of Management degree in Organizational Leadership (DM) and an Agile Fundamentals certification (ICP).

Dr. Lawal will be the single point of contact for **Client** in all contractual and program management matters. She will also oversee the operations of the HR team efforts on behalf of **Client**. She is also the responsible party for reporting on any technology issues and communicating effectively with **Client**.

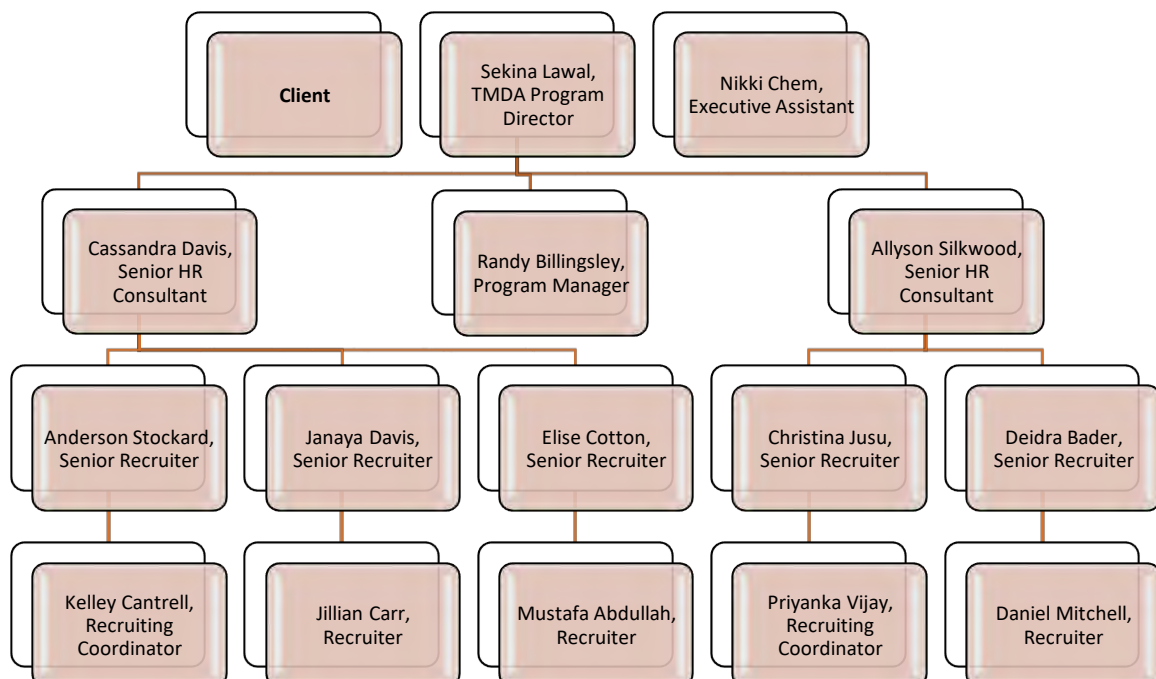


Figure 1. TMDA Organizational Chart to Support the Town of Smithfield, RI.

#	Name	Title	Qualifications
1	Dr. Sekinat A. Lawal	Program Director	15 years of HR experience, Ph.D. SHRM, ICP.
2	Randy Billingsley	Program Manager	15 years of HR experience, B.S.
3	Cassandra Davis	Senior HR Consultant	12 years of HR experience, M.S.
4	Allyson Silkwood	Senior HR Consultant	15 years of HR experience, A.S.
5	Anderson Stockard	Senior Recruiter	5 years of Recruiting experience, B.S.
6	Janaya Davis	Senior Recruiter	5 years of Recruiting experience, A.S.
7	Elise Cotton	Senior Recruiter	7 years of Recruiting experience, B.S., SHRM
8	Christina Jusu	Senior Recruiter	3 years of Recruiting experience, B.A.
9	Deidra Bader	Senior Recruiter	7 years of Recruiting experience, H.S Diploma
10	Kelley Cantrell	Recruiting Coordinator	2 years of Recruiting experience, M.S.
11	Jillian Carr	Recruiter	2 years of Recruiting experience, B.S., PHR
12	Mustafa Abdullah	Recruiter	2 years of Recruiting experience, B.S.
13	Priyanka Vijay	Recruiting Coordinator	1 year of Recruiting experience, MBA.
14	Daniel Mitchell	Recruiter	1 year of Recruiting experience, B.S.
15	Nikki Chem	Executive Assistant	7 years of professional experience, H.S Diploma

Approach to Project

Approach to Scope of Services

TMDA has been providing HR consulting and recruitment services for fourteen years. We excel at developing recruitment strategies and advertising plans that attract diverse and top talent and bring experienced and innovative professionals to the workplaces of our clients.

At TMDA, we care about our employer brand and differentiate ourselves from our competitors with our employee-focused culture. We place that same level of importance on our applicants and understand that each candidate interaction is a defining moment for our collective success.

The right training. The right hire. The right future.

That is not just a tagline – it is a mission statement. We are as committed to providing the right people for Client as we are ensuring every selected individual feels as if they are committed and supported in finding the rewarding career.

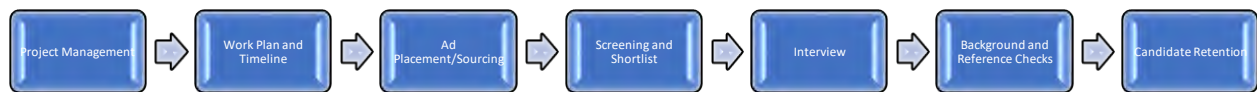


Figure 2. TMDA Staffing Process

To accomplish this, TMDA will advertise, source, vet and bring forth a qualified pool of candidates for Client team to review. We understand that:

- TMDA will work directly with Client Talent Acquisition and follow all polices regulations, procedures, and practices.
- All records received by us, related to candidate searches and any impending contract(s), will be maintained in accordance with Client’s record retention schedules and policy. All records and reports either generated, prepared, assembled, or maintained in relation to the solicitation services will be available for review, inspection, and audit by Client. Copies of such records and reports will be made available upon request.
- Position will also be posted via Client Social Media outlets.
- TMDA is responsible for all other advertisements and costs associated with advertisements.

Our competitive advantage is our Candidate Consulting Services. We have over 11,000 subscribers and over 1300 candidates who work with TMDA one on one for their career search, career progression. The candidates retain our services to get them to the next level matching their professional aspirations. This allows TMDA to provide a matching profile from a prescreened pool of candidates. Our database also contains several thousands of other candidates for review.

Candidate search strategies include using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA taps into applicable associations and organizations that these talents belong to locally and nationally to advertise the positions for more visibility. Sourcing strategies

focuses on Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

TMDA knows the critical nature of the work requested and its impact on Client operations. Our proposed approach not only aggressively seeks to fill identified vacancies and requests, but also to develop a deep bench of available and pre-vetted individuals in order to meet Client's needs quickly. Our system also creates a partnering, collaborative dynamic between TMDA and Client. We are not a "fill and go" agency; we do not consider ourselves successful unless both our client and our employee feel as if the placement is satisfying and mutually beneficial.

As a woman-owned firm, TMDA intends to perform all services with our own in-house team, without the use of a partner or subconsultants/subcontractors. To date, TMDA has not been fortunate enough to provide services for Client and we are excited about the prospect of being able to do so in the future.

Project Management

Throughout the recruitment process, Project Manager Dr. Lawal will be in charge of ensuring that status reports are created, maintained, and delivered to Client as requested. The team will meet weekly to review the task order requirements and status is updated accurately. Topics included in the report are:

- Assessment of actual vs planned progress in completing services
- Description of tasks
- Deliverables completed to date
- Statements regarding progress towards completion of services according to schedule
- Length and cause of any delays and actions taken to resolve, mitigate and get back on schedule
- Any proposed change to services as well as reasons for the recommendation(s)

Industry Analysis

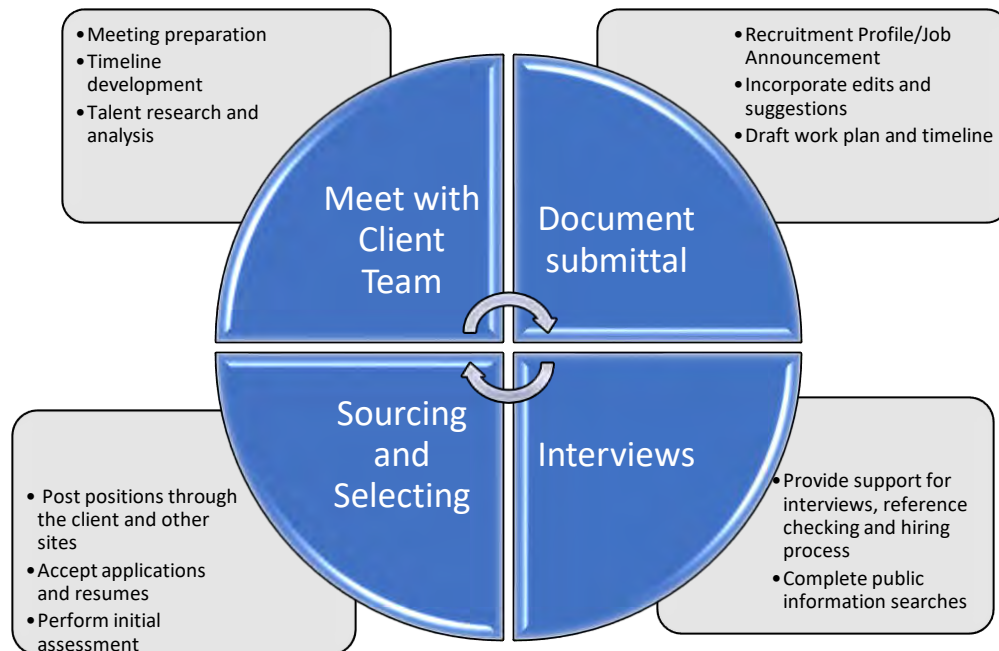
TMDA will conduct an industry analysis to better understand the present state of affairs for the fields within your organization that need staffing. The analysis will provide statistics about the market and identify diverse groups that are underrepresented in the current staffing plan. We will execute the analysis by:

- Looking at it on a local, regional, and state level, including history, present status, and trends for the future.
- Investigation of growth patterns, fluctuations, and hiring projections.
- A look at government regulations and other specifics to the Client.
- A competitive analysis to ensure the vacancies are attractive to the best talent.
- Identification of potential limitations, risks, and opportunities specific to Client.

Targeted Search and Selection

TMDA has vast experience in developing recruitment profiles, strategy, process, and stakeholder engagement. TMDA will meet with the Town of Smithfield, R to gather information about the vacancy. We will look for such items as:

- Job description
- Past recruitment documents
- Minimum qualifications for the position
- Identify ideal candidate background, characteristics, and education



Upon receipt and analysis of this information, TMDA will develop the materials for the posting(s). From there, TMDA will discuss the core competencies of the position and parameters for recruitment. As we work in partnership, we will incorporate any suggestions from the Town of Smithfield, RI and Council members into our plan of action, recruitment profile and strategy. From there, we will develop a timeline that meets the objectives and needs and implement upon approval.

Ad Placements/Sourcing

TMDA will develop and present an advertising plan that details our outreach strategy and timeline. These suggestions will be based on our experience, where we have had successful work in the past, and other media and social media sources that routinely prove bountiful. Options include:

- Online ad placements
- Social media
- Internet searches
- Contacts with key professional leaders

- Peer to peer referrals
- Search of our existing candidate database
- Networking and connections with professional associations

It may also include outreach to individuals that meet qualifications to see if he or she is interested in changing positions. We will also search for and suggest innovative ways to reach target fields.

Actions

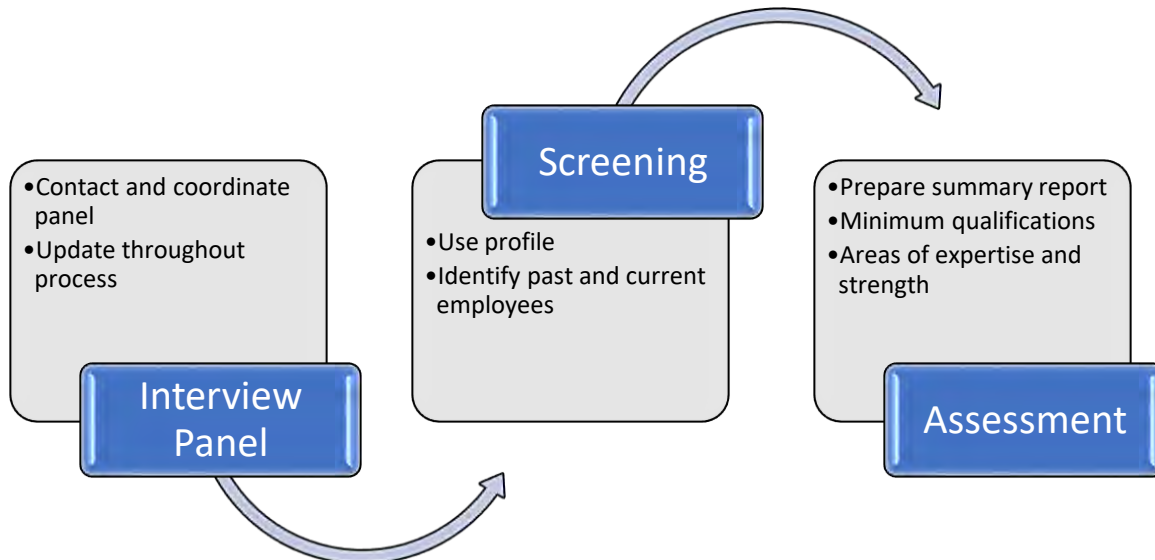
Deliverables

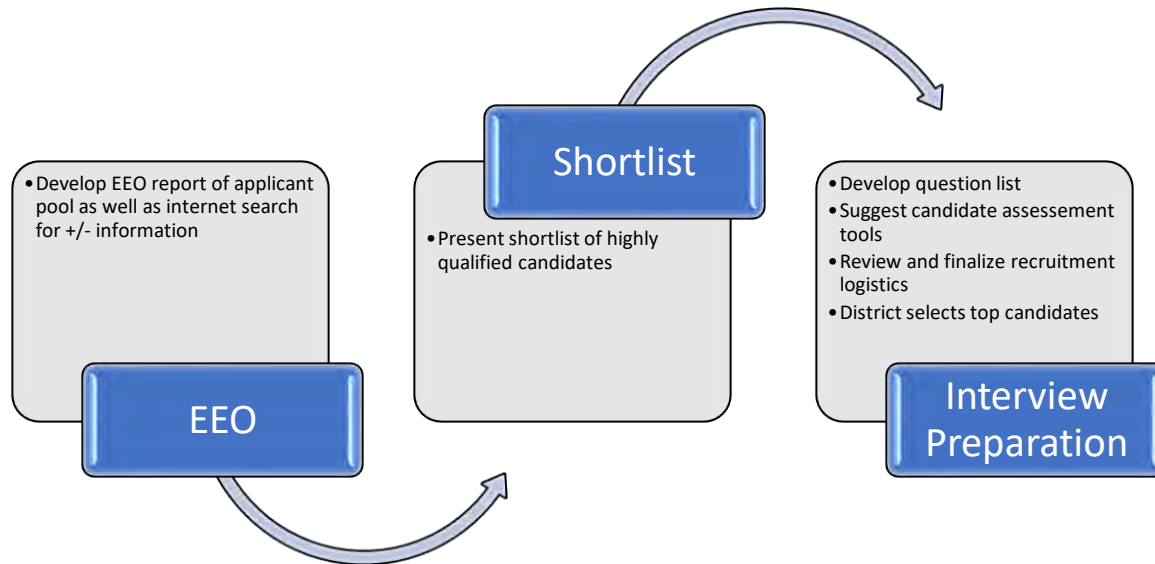
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<ul style="list-style-type: none"> <input type="checkbox"/> Develop detailed advertising plan for approval <input type="checkbox"/> Implement search strategies <input type="checkbox"/> Execute comprehensive recruitment strategy 	<ul style="list-style-type: none"> <input type="checkbox"/> Recruitment Advertisement Placements <input type="checkbox"/> Completed listing of Recruitment Advertisement placements <input type="checkbox"/> Advertising Plan

Preliminary Talent Screening

TMDA will screen candidates through appropriate and effective recruiting methods, providing an initial assessment of each individual in the candidate pool to develop a short list of candidates for further action.

This includes:





Organize, Participate, and Facilitate Interviews

Once the shortlist has been approved, TMDA will coordinate the interviews and supervise the conduction of such with Town of Smithfield, RI and Council members personnel. This includes:

- Asking top candidates to participate in interview
- Develop selection tools
- Develop questions for approval
- Prepare Interview Rating Form
- Finalize panels and send out panel invitations
- Distribute Interview Rating form for approval
- Finalize Interview Rating Form and submit to Client

For all positions, TMDA will schedule and conduct site or virtual interviews with Town of Smithfield, RI and Council members, panelists, and candidates.

Talent Assessment Platform (eSkill)

TMDA utilizes professional Talent Assessment Platform (eSkill) that tests hard and soft skills before candidates are sent to clients. This helps ensure the candidates have the right knowledge, thinking skills, and emotional intelligence for the vacancy, as well as personality assessments to determine how best to recognize and motivate them in their work.



Predict Performance

Detailed pre-employment and behavioral assessments help predict how candidates will perform once they are hired.



Assess For Cultural Fit

Identify candidates with the characteristics, intellectual abilities, and skills that ensure they will be a good fit for your company culture.



Integrated Hiring Process

Use with pre-employment assessments, skills tests and video interviews to create a complete hiring solution.



Prevent Hiring Mistakes

Use with a detailed job analysis to completely understand the position requirements so you can hire the best candidate.



Avoid Legal Challenges

Avoid Legal Challenges – Use the same criteria to evaluate all candidates to ensure compliance with all laws and industry regulations.




Cultural Fit Training

Gain a thorough understanding of your own behavior traits and those of colleagues and subordinates so you can build a top-performing team.

Once through the process and identified as a likely candidate for referral, they are invited to take the appropriate eSkill assessment for their position.

TMDA - Leadership Assessment



eSkill
Talent Assessment Platform™

eSkill Talent Assessment Platform

This is an invitation from TMDA to take our assessment, "eSkill Standard Leadership Skills."
Please visit the following link:

<https://es.eskill.com/es/quiz?evalid=b24f36127522bdd7>

The assessment will begin only after you've logged in and read the instructions.

Before you begin the assessment please verify your settings by clicking on the "Check Your System Settings" button on the assessment Login page.

Alternatively, you can go to <http://www.eSkill.com> click Login, under 'Assessment Taker' enter the following ID b24f36127522bdd7 and select 'GO'.

This is an email sent by the eSkill application. To contact the sender send an email to operations@lmcompanies.us.

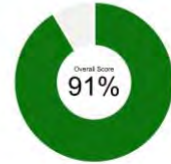
Thanks!
TMDA

Service provided by eSkill

Applicant Additional Data

1. eSkill Standard Leadership Skills

Elapsed Time: 00:21:00
Session End: Nov 9, 2022 4:22 PM
Passing Score per Assessment: 90%



Very strong knowledge

Once the assessment is concluded, we receive results and use those results to help select the candidate to refer.

		By Question					
By Subject		By Question					
Nr.	Subject	All	Correct	Partially Correct	Incorrect	No Answer	Percentage Correct
1	Leadership Skills	40	36	2	2	0	91%
	Total	40	36	2	2	0	91%

Background and Reference Checks

TMDA conducts background and reference checks, completing verification of credentials and references, and will send the report to Town of Smithfield, RI and Council members via email. The background checks include verification of education and employment, criminal checks (county, state and federal), as well as a DMV report and credit check.

We base our operations on providing the best experience for everyone involved and are confident that Client will not only be happy with our placements and their abilities, but also enjoy the process as well. Our reference checks include direct phone calls to references for a scheduled 30 minute detailed conversation. A transcript of the question and answers will be submitted to Town of Smithfield, RI and Council members for the selected candidate.

Every part of the recruitment and hiring process undergoes double reviews before action. The recruiter draws up the job description and other materials which are reviewed by the recruiting lead before submittal to the Project Manager for approval to post and proceed. This layered approach ensures we include all requirements and desires, follow our set procedures, and ensure quality candidates from application to offer.

Benefits and Payroll

Timesheets are submitted weekly every Friday. Hiring Managers approve the timesheet to be processed biweekly. TMDA offers the following benefits to consultants, with eligibility after 90 days of employment.

- Paid Time Off
- Matching 401(k)
- Employee Referral Bonus
- WiFi, Phone, and Wellness Stipends
- HSA, FSA, Disability, and Life Insurance
- Professional Development and Certifications
- Comprehensive Medical, Dental, and Vision Plans

Project Methodology

Detailed descriptions of the approach and methodology to be used in providing Executive and Professional Recruiting Consultant for the Town Manager, are as follows.

Candidate Matching

Step 1: Applicants Review, Sourcing, and Candidate Consulting Services.

The recruiting staff reviews all incoming applicants, source daily for new passive applicants, and utilize our candidate consulting services. The average fill rate for 2022 is an average of 28 days. There are higher and some lower ranges, dependent on geographical location, how niche the role is, and the available candidate pool we find via Talent Neuron. The lower ranges are due to our Candidate Consulting Services (CCS), which enables us to supply candidates who are already vetted, screened, and interested in our clients' openings. TMDA stands out because of this commitment, and our desire to give not just our clients, but our placements and employees our best effort each and every day.

Step 2: Screening. Each candidate is pre-screened using an Excel questionnaire that shows the client requirements on one column and the candidate's matching skills on the other columns. The client will receive a copy of this questionnaire.

Step 3: Phone Call. The recruiter reviews the questionnaire and completes a phone call to confirm and fill any gaps missing. During the call, the conversation includes more about TMDA, our potential client, and the candidate's qualification is discussed and documented line by line.

Step 4: Video Call. If the candidate passes the phone call, the Recruiter sends the candidate profile, completed questionnaire, and screening notes to the Program Manager. The PM completes a video call with the candidate to talk about the company culture, the client's needs, and potential upward mobility. If the candidate is rated highly, the PM approves the Project Coordinator to send an eSkill Assessment to the candidate.

Step 5: Assessment. A skill assessment is shared with the candidate to ensure they have the right abilities to join the team if they are offered the role. TMDA utilizes a professional Talent Assessment Platform (eSkill) that tests hard and soft skills before candidates are sent to clients. This helps ensure the candidates have the right knowledge, thinking skills, and emotional intelligence for the vacancy, as well as personality assessments to determine how best to recognize and motivate them in their work.

Step 6: Letter of Intent. After the assessment is completed with satisfactory results, the PM approves a letter of intent (LOI) to be sent to the candidate with the intention to join our team, if the client approves. The PM then submits the candidate to the client's POC. With several LOIs in place, TMDA is in a great condition to perform satisfactorily on this program.

Dispositioning

Unqualified candidates are informed and dispositioned via our Applicant Talent System (ATS). If the candidate qualifies for another opening, our Recruiter pitches that role. If the candidate does not qualify for any TMDA openings, we enter them into our CSS to ensure we stay in touch with them for future opportunities.

Client Satisfaction

TMDA stays in touch with submissions throughout the week. We can also send a weekly report at the client's request. The main POC is Dr. Sekinat A. Lawal, and she can be reached via email, text, or call. We have a team of 15 consultants ready to support this project as requested.

Service Level Agreements (SLAs)

Our team would appreciate timely responses with a SLA of 24 to 48 hours to our submissions to help retain candidates' interest in the opening. Our team will do the same and ensure responses to the client within 24 to 48 hours. Ongoing conversations via email, text, or calls are welcomed. A weekly status update meeting will be set to ensure everyone is on the same page.

Reference Check, Background Check, and Drug Screening

TMDA will conduct 3 reference checks for every selected candidate. We will ensure a full criminal background check is completed, as well as an employment and education checks. A drug screening is completed at the client's request, TMDA is committed to a drug-free work environment and we have policies in place to uphold this principle.

Sample Invoicing

INVOICE

The Southern Bank Company c/o Tranquil Multi Dynamic Advisory LLC
P.O. Box 748247
Atlanta, GA 30374-8247

sekina@tmcomp
anies.us



Ms. Nikki Harwick

Bill to

Ms. Nikki Harwick
Maryland Environmental Services
259 Najoles Road
Millersville, MD 21108 US

Ship to

Ms. Nikki Harwick
Maryland Environmental Services
259 Najoles Road
Millersville, MD 21108 US

Invoice details

Invoice no.: 2022-1129
Terms: Net 30
Invoice date: 12/14/2023
Due date: 01/13/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Sample Invoice (No Amount Due)		1	\$0.00	\$0.00

To confirm: The hourly rate TMDA will charge MES is \$32.35 and OT rate is \$48.53. We have a contract for a total of \$57,065.40.

Invoice Requirement:

MES ID # 1-23-4-43-5, Supplier ID No. is S-0003213
Contractors Federal Tax ID # listed in the contract: 86-2643559
Location: CMCF
Employee Name: William Green
Dates Employee worked 12/18/2023 to 12/31/2023
Total regular hours worked 80 * \$32.35= \$2,588.00
Total OT hours worked, pre-approved by the Chief Engineer 0 * \$48.53= \$0.00.

All invoices should be sent to the following:

John Thompson, CE, JThompson@menv.com
Jennifer Foote, PM, JFoote@menv.com
Nikki Harwick, AP NHarwick@menv.com

Total **\$0.00**

Note to customer

Payment by Mail:
The Southern Bank Company
For Account of: Tranquil Multi Dynamic Advisory LLC
P.O. Box 748247
Atlanta, GA 30374-8247

Payment by ACH
Bank: The Southern Bank Company
Routing & Transit: 262 285 663
Account Number: 016 731 1683



- **Cost.** Our prices are competitive.
- **Financial Strength.** We've been supporting startups, small businesses, and large businesses since 2009. Our financial footing is stable and more than sufficient to support our efforts with Town of Smithfield, RI.
- **Customer Service.** TMDA puts our clients first – always. Whatever you need in order to get the best possible candidates, we are willing to listen and learn. We are constantly investigating and investing in new technology and placement tools to improve service and reach.
- **Recruiting Services.** Our core capacity is executive and professional recruitment services. We build everything else around that strength to complement and augment our capabilities.
- **Consulting Services.** Our staff is extremely experienced across the human resources spectrum, and we are always here to answer questions.
- **Community Engagement.** TMDA takes time to learn about the communities our clients serve, so that we can best serve them.
- **Creation of Candidate Profiles.** Our process is very detailed and inclusive.
- **Contacts for Advertising.** TMDA supports clients across the United States, which has allowed us to develop a deep library of advertising resources and contacts.
- **Comprehensive Background Checks.** TMDA checks every detail – education, license, certification, experience, and uses a service for the deeper dives into each suggested candidate's background.

Diversity and Inclusion

TMDA is dedicated to diversity and inclusion in our hiring efforts on behalf of clients and in our HR consulting division. We even have an in-house trainer and training class developed for our employees but also for companies upon request. When it comes to staffing practices for our clients, we take such steps as:

1. Review and evaluate current recruitment and interview processes and procedures.
2. Provide recommendations for modified recruitment processes and procedures to increase the use of DEI focused strategies.
3. Provide recommendations for modified interview processes and procedures to increase the use of DEI focused strategies.
4. Develop retention strategies that focus on promoting DEI in the workforce.

TMDA adheres to the Fair Labor Standards Acts in all compensation programs and payroll administration consulting recommendations. Adherence to these directives ensures the client is compliant and covered in all related aspects. Interpretation of pertinent laws, regulations, procedures, and policies is completed by the HR Specialist focused on Classification, Compensation and Benefits. The consultant ensures current position classifications are accurate for Town of Smithfield, RI and Council members. Position classifications in turn determine the compensation ranges for each position. Analyzing compensation data reduces business risks for the client.

TMDA recently led and implemented a Diversity, Equity, and Inclusion initiative at the U.S. DOL within the Office of Apprenticeship (OA) program. The initiative was initiated by order of the current administration, encouraging apprenticeship programs to become more inclusive. From emerging experience, the program

was retitled DEIA to include Accessibility. TMDA worked on the strategy and planning, gained leadership approval, and then began communicating the initiative with different OA regions throughout the 50 states.

Regional Directors embraced the strategy as it pertains to their specific states and areas for improvement. TMDA HR Strategy SME led kick off meetings as well as strategic planning and implementation with the Directors. Directors were able to implement the recruiting guidelines as needed by following the outlines steps and completing recommended training.

TMDA HR Strategy SME implemented internal retention plans that includes the aforementioned in addition to internal groups for example – Women in Technology (WiT). Wellness classes were also proposed and adopted. Employees highly value a great work-life balance that includes selfcare and mental wellbeing. Our implemented programs address those needs.

	Recruitment Plan (Current Processes)	DEI Strategies (Recruitment)	DEI Strategies (Interviews)	DEI Strategies (Retention)
Purpose	To identify gaps in the current plan and process.	To recommend DEI recruitment strategies.	To recommend DEI interview processes.	To develop retention strategies that promote DEI.
Scope	The HR SME will focus on the recruitment plan review and identify gaps through benchmarking analysis using past performance procedures. Additional tasks will include reviewing pros and cons of the current plan with the immediate staff members, gathering their thoughts on what works and what does not work to ensure TMDA is targeting the main pain points in the current recruitment plan.	The HR SME will curate the best avenues to recruit diverse candidates - using past, current, and future possible openings to determine those recommendations.	The HR SME will 1) interview current hiring managers and leaders to understand their current DEI interviewing strategy and understanding of what constitutes DEI strategies 2) develop a training plan that specifically targets the missing items but also reiterates the strong suites of the organization within the DEI interviewing realm.	The HR SME will research appropriate retention strategies that have been proven to work in similar organizations. Some of these strategies include but are not limited to; developing a memorable onboarding process as part of the deliverables, a modernized recognition and awards system, upward mobility, and succession planning.
Benefits	To close the gap in the current process and improve the recruiting methodology overall in order to attract diverse talent.	Adding thought diversity from different perspectives, different experiences and different	Having trained and well-versed leaders and managers lead to a great candidate experience during the interview process and could be the	The benefit of rolling out a DEI retention plan includes not only keeping the talent interested in what they do but also in

		backgrounds often leads to highly innovative organizations.	differentiating factor that encourages the candidates to select to become a part of Client.	how they do it. This strategy as part of the deliverable will allow the talent to add continuous value to their teams which they continue to feel valued as well.
Risks	One risk to note in this process is the potential to desire those changes not to be made. Implementing changes would help close the gap found during the initial analysis.	One risk to note in this process is the customer risks inconsistency in following specific guidelines to this approach. Following the guideline would lead to desired results.	One risk to note in this process is there might be some unconscious bias that cannot be completely wiped out but rather trimmed down to develop the open mindedness required to be successful in the DEI interviewing process	One risk to note in this process is ensuring consistency in implementing the recommended steps and plans. Following the plan will allow true results to transpire.

TMDA HR Recruiting Specialists have full life cycle recruiting experience within similar RFPs. TMDA is successful in filling open roles by incentivizing and developing talent retention strategies as part of a Total Rewards program to draw more attention to the deliverables.

Candidate search strategies include using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA taps into applicable associations and organizations that these talents belong to and advertise the positions for more visibility. Sourcing strategies focuses on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

The Specialist also conducts market research on compensation and benefits for each role, taking into consideration a total rewards approach to include Employee Assistance Programs and other rewards. TMDA also provides talent insights and competitor analysis, as well as connection with hiring managers to ensure deliverables were in line with the work duties being performed.

The Specialist applies employment laws appropriate to each state to ensure the best HR and candidate experiences and outcomes for concerned parties.

Past Involvement with Similar Projects

Firm Experience in Providing Services

TMDA has been providing recruitment services since our inception; indeed, it is the first service we ever offered. The tools and techniques of effective recruitment have developed, changed, and evolved over the last 14 years of operations and we have stayed in the forefront of those technologies and processes.

The following table details similar customers who we have supported in the past few years, and details are provided on the References form as well.

Client Name	Similar Services
Bayer Pharmaceuticals	Professional Staffing Services for Medical Sciences and Biotechnology Researchers
Charles Schwab	Professional Staffing Services on any open positions throughout the US
Exact Sciences	Professional Staffing Services for Medical Sciences and Oncology Research Professionals
Food and Drug Administration (FDA)	Professional Staffing Services on any open positions throughout the US
GES	Professional Staffing Services for DISA, FHFA and DoD Contracting
Lockheed Martin	Professional Staffing Services on any open positions throughout the US
Microsoft	Professional Staffing Services on any open positions throughout the US and OCONUS
Raytheon	Professional Staffing Services on any open positions throughout the US
Taurean	Teaming Partner on any Professional Staffing Services and Contracts
US Army	Professional Staffing Services on any open positions throughout the US and OCONUS
US Department of Education (DOE)	Professional Staffing Services on any open positions throughout the US
US Department of Homeland Security (DHS)	Professional Staffing Services on any open positions throughout the US
US Defense Information Systems Agency (DISA)	Professional Staffing Services on any open positions throughout the US
US Department of Labor (DOL)	Diversity Equity and Inclusion Framework by the Order of the White House. Change Management Contract Project Management.

US Department of Transportation (DOT)	Professional Staffing Services on any open positions throughout the US
RTL Networks	Professional Staffing Services on any open positions throughout the US and OCONUS
SWK Programs	Professional Staffing Services on any open positions within SWK Programs
Alexandria City Public Schools (ACPS)	Professional Staffing Services on any open positions within ACPS
Greater Dayton Regional Transit Authority (RTA)	Professional Staffing Services on awarded positions within RTA
Workforce Solutions Alamo Texas (WSA)	Executive Staffing Services on awarded positions within WSA
Maryland Environmental Services (MES)	Professional Staffing Services on awarded positions within MES
Missouri Department of Conservation (MDC)	Professional Staffing Services on awarded positions within MDC
Albin Engineering Services Incorporated (AESI)	Professional Staffing Services on any open positions within AESI
Colorado Professional Resources (CPR)	Professional Staffing Services on any open positions within AESI
Town of Scituate, RI. (TOS)	Human Resources Consulting Services

The average fill rate for 2022 is an average of 28 days. There are higher and some lower ranges, dependent on geographical location, how niche the role is, and the available candidate pool we find via Talent Neuron. The lower ranges are due to our Candidate Consulting Services (CCS), which enables us to supply candidates who are already vetted, screened, and interested in our clients' openings. TMDA stands out because of this commitment, and our desire to give not just our clients, but our placements and employees our best effort each and every day.

- **Cost.** Our prices are competitive.
- **Financial Strength.** We've been supporting startups, small businesses, and large businesses since 2009. Our financial footing is stable and more than sufficient to support our efforts with Client.
- **Customer Service.** TMDA puts our clients first – always. Whatever you need in order to get the best possible candidates, we are willing to listen and learn. We are constantly investigating and investing in new technology and placement tools to improve service and reach.
- **Recruiting Services.** Our core capacity is executive and professional recruitment services. We build everything else around that strength to complement and augment our capabilities.

- **Consulting Services.** Our staff is extremely experienced across the human resources spectrum, and we are always here to answer questions.
- **Community Engagement.** TMDA takes time to learn about the communities our clients serve, so that we can best serve them.
- **Creation of Candidate Profiles.** Our process is very detailed and inclusive.
- **Contacts for Advertising.** TMDA supports clients across the United States, which has allowed us to develop a deep library of advertising resources and contacts.
- **Comprehensive Background Checks.** TMDA checks every detail – education, license, certification, experience, and uses a service for the deeper dives into each suggested candidate’s background.

References

TMDA has been providing recruitment services since our inception; indeed, it is the first service we ever offered. The tools and techniques of effective recruitment have developed, changed, and evolved over the last 14 years of operations and we have stayed at the forefront of those technologies and processes.

Contract 1: Town of Scituate, Rhode Island.		
Consultant Experience Including: Dr. Sekinat A. Lawal, Randy Billingsley, Janaya Davis, and Nikki Chem.		
Budget: \$45,000.00	Length of Contract: Program Completion	Type of Customer: Government
<p><u>Description of Work</u> TMDA provides HR services for the Town of Scituate in Scituate, RI. Awarded positions requiring varying degrees of experience and qualifications.</p> <p>Support Services include;</p> <ol style="list-style-type: none"> 1. Reviewing and updating the 2020 Rhode Island Interlocal Risk Management Trust Employment Action Loss Prevention Program Best Practices Assessment, herein referred to as “the Assessment”, 2. Reviewing and updating the current Town of Scituate Employee Handbook herein referred to as “the Handbook” to make recommendations for updates to the Handbook, 3. The Town also wants a review and recommendations to update job descriptions, 4. Assessment of the current employee evaluation processes for recommendations. 		
<p>POC I: Karen Beattie Title: Finance Director / Assessor Phone: (401) 647-2547 Email: kbeattie@scituateri.org</p>		

Contract 2: Defense Information Systems Agency (DISA)

Consultant Experience Including: Dr. Sekinat A. Lawal, Allyson Silkwood, Mustafa Abdullah, and Nikki Chem.

Budget: \$1,540,000.00

Length of Contract: 1 Year with optional years

Type of Customer: Government

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services to DISA through GES at Fort Meade, with awarded positions requiring varying degrees of clearances such as Public Trust, Secret, Top Secret, and the highest being a Top-Secret SCI with an active CI polygraph. DISA supports the operation and defense of the DOD Information Network by providing virus protection to DODIN assets. In 2021, TMDA was awarded fourteen (14) Information Technology (IT) positions. Scope of work revolved around these specific duties under the job titles below.

Retained Job Titles Included:

Mid Network Engineer, Design & Deployment

Mid VoIP Engineer

Mid VMWare Horizon Engineer

SCCM Engineer, Software Packaging

Senior Apple Engineer

Senior Business Process Reengineering Specialist

Senior Cable Technician

Senior IT Migration Project Manager

Senior Network Engineer, Design & Deployment

Senior Security Engineer

Senior Systems Administrator

Tier III Desktop Hardware Engineer

Wireless Infrastructure Engineer

Human Resources Management and Policy Support activities included a dedicated Recruiting Specialist team of 4 assigned to the client. This allowed talent pipeline development for all cleared roles above, as positions required different clearance levels ranging from a Public Trust to an active Top Secret with SCI and a CI Polygraph.

Because DISA requires employees to work on site, these were particularly challenging to deliver amidst the pandemic. However, TMDA was successful in filling the roles by incentivizing and developing talent retention strategies as part of a Total Rewards program to draw more attention to the deliverables.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talent belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

POC I: Randy Billingsley

Title: Retired Army Veteran

Cell: (301) 928-3106

Email: randy@claroti.com

POC II: Alvin Showers

Title: Program Manager

Cell: (618) 974 – 8401

Office: (314) 797-5116

Email: ashowers@nowges.com

Contract 3: Alexandria City Public Schools (ACPS)

Consultant Experience Including: Dr. Sekinat A. Lawal, Priyanka Vijay, Janaya Davis, and Nikki Chem.

Budget: Open

Length of Contract: 3 years with 2 option years

Type of Customer: Government

Description of Work

TMDA provides Non-Medical Temporary & Permanent Staffing Services for Alexandria City Public Schools (ACPS) in Alexandria, VA. Awarded positions requiring varying degrees of experience and qualifications Alexandria City Public Schools (ACPS). ACPS provides is a school division that is funded by the U.S. government. Search strategies for ACPS is focused on our Candidate Strategic Services. This allows us to conduct an extensive reference and background check, character assessments, and license verification. We also included using LinkedIn Recruiter, Indeed, ZipRecruiter, and CareerBuilder, as well as competitor knowledge to guide talent search. Our focus for the school district has been to target specific associations and organizations that academic staff belong to. Most of the time, operating licenses (e.g. for Elementary School Teachers) must be active to maintain certain memberships. Targeting this population helps reduce our time to fill.

POC I: Angela J. Queen

Title: Senior Buyer

Phone: (703) 619-8084

Email: angela.queen@acps.k12.va.us

POC II: Dyanna McMullen

Title: Director of Procurement & General Services

Phone: (703) 619-8084

Email: dyanna.mcmullen@acps.k12.va.us

Contract 4: Arlington Public Schools (APS)

Budget: Open

Length of Contract: 3 years with 2 option years

Type of Customer: City School District

Description of Work

TMDA provides Non-Medical Temporary & Permanent Staffing Services for Arlington Public Schools (APS) in Arlington, VA. Awarded positions requiring varying degrees of experience and qualifications. APS is a school division that is funded by the U.S. government.

Search strategies for APS is focused on our Candidate Strategic Services. This allows us to conduct an extensive reference and background check, character assessments, and license verification. We also included using LinkedIn Recruiter, Indeed, ZipRecruiter, and CareerBuilder, as well as competitor knowledge to guide talent search. Our focus for the school district has been to target specific associations and organizations that academic staff belong to. Most of the time, operating licenses (e.g. for Elementary School Teachers) must be active to maintain certain memberships. Targeting this population helps reduce our time to fill.

POC I: Kelly Krug Ed.D

Title: Director of Elementary Special Education

Phone: (703) 228-6088

Email: kelly.krug@apsva.us

Contract 5: Albin Engineering Services, Inc.

Budget: Open

Length of Contract: 2023 and ongoing as needed

Type of Customer: Government Consulting

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services to AESI with awarded positions requiring varying degrees of clearances such as Public Trust, Secret, Top Secret, and the highest being a Top-Secret SCI with an active CI polygraph.

Human Resources Management and Policy Support activities included a dedicated Recruiting Specialist team of 4 assigned to the client. This allowed talent pipeline development for all cleared roles above, as positions required different clearance levels ranging from a Public Trust to an active Top Secret with SCI and a CI Polygraph.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talents belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

POC I: Matt Costanza

Title: Technical Account Manager

Cell: (408) 919-5227

Email: matt.costanza@aes.com

Contract 6: RTL Networks

Budget: Open

Length of Contract: 2022 and ongoing as needed

Type of Customer: Government Consulting

Description of Work

TMDA provides Human Resources Supplemental Staff Augmentation Services to RTL Networks with awarded positions requiring varying degrees of clearances such as Public Trust, Secret, Top Secret, and the highest being a Top-Secret SCI with an active CI polygraph.

Human Resources Management and Policy Support activities included a dedicated Recruiting Specialist team of 7 assigned to the client. This allowed talent pipeline development for all cleared roles above, as positions required different clearance levels ranging from a Public Trust to an active Top Secret with SCI and a CI Polygraph.

Candidate search strategies included using LinkedIn Recruiter, Indeed, ZipRecruiter as well as competitor knowledge to guide talent search. TMDA tapped into applicable associations and organizations that these talents belong to and advertised the positions for more visibility. Sourcing strategies focused on Women in Technology and other Diversity, Equity, Inclusion and Accessibility tailored associations to ensure a fair recruiting process.

POC I: Richard Lewis

Title: CEO

Cell: 303.757.3100

Email: richard@rtl-networks.com

Proposed Internal Work Plan








Our standard approach already incorporates the scope of work items for Client, and we are excited to customize our response to meet them in a way most efficient and preferred to Client.

TMDA's candidate screening process includes a thorough phone screen by our Senior Recruiter and Recruiting Lead, a video or phone screen by the Project Manager and a final client interview prep call by the Program Director once the client requests to interview a candidate.

TMDA uses Traliant to ensure a compliant employee training plan. Employees are automatically enrolled in and complete training such as Data Privacy and Information Security, OSHA Workplace Safety Trainings, Ethical Code of Conduct, Sexual Harassment Trainings, and other specific professional development trainings as needed. A few images excerpt from previous trainings are below.

My account

- Account Information
- Billing Information
- Order History
- Learner Setup
- Activity Report
- Logout

	Diversity & Inclusion Training Six Course Suite Expires: 11/23/2023	7/7	➤ Add/Show Learners
	Occupational Wellness Expires: 11/23/2023	8/8	➤ Add/Show Learners
	Sexual Harassment Training Global Edition Expires: 11/23/2023	7/7	➤ Add/Show Learners
	Creating a Respectful Remote Workplace Expires: 11/23/2023	7/7	➤ Add/Show Learners
	Data Privacy & Information Security Expires: 11/23/2023	7/7	➤ Add/Show Learners
	Code of Conduct: Essentials Expires: 11/23/2023	7/7	➤ Add/Show Learners
	CODE OF CONDUCT: ESSENTIALS Expires: 11/23/2023	1/1	➤ Add/Show Learners



Deliverables

TMDA’s proposed deliverables align with the proposal objective and scope of work. Our consulting team will be flexible to adjust the changing needs of the Client, as well as communicate potential challenges with the client.



TMDA will develop the search profile and qualifications in partnership with the Client and identify and solicit candidates for the assigned positions to ensure a well-qualified and diverse applicant pool. We will create position profiles, position descriptions, and benchmark using the current market data with preceding Talent Neuron analysis.

Our consultants will recruit a large, diverse pool of candidates representing a broad spectrum of backgrounds and experiences and varied demographic dimensions. We will work collaboratively with screening committees to review recommended candidate backgrounds. Our team will conduct full reference and background checks on final candidate pool.



During the maintenance of an open communication channel for qualified candidates, our team will serve as intermediary to candidates and consultant to the departments as needed, while performing the work outlined in this section within a timely manner. Progress reports can be submitted upon request.

Key Sourcing Resources

Select	Resource	Cost to TMDA	Cost to Client
	General		
<input checked="" type="checkbox"/>	ZipRecruiter	\$2,599.00	None
<input checked="" type="checkbox"/>	Linked In	\$7,500.00	None
<input checked="" type="checkbox"/>	Recruitics	\$250.00	None
<input checked="" type="checkbox"/>	Idealist	\$135.00	None
<input checked="" type="checkbox"/>	Talent.com	\$300.00	None
<input checked="" type="checkbox"/>	Upward.net	\$100.00	None
	Diversity		
<input checked="" type="checkbox"/>	Minority Professional Network	\$125.00	None
<input checked="" type="checkbox"/>	Professional Diversity Network	\$495.00	None
<input checked="" type="checkbox"/>	Diversity and Career	\$249.00	None
<input checked="" type="checkbox"/>	Black Jobs	\$249.00	None
	Water		
<input checked="" type="checkbox"/>	AWWA-American Water Works Association	\$399.00	None
<input checked="" type="checkbox"/>	Water District Jobs	\$145.00	None
	Government		
<input checked="" type="checkbox"/>	Careers in Government	\$275.00	None
<input checked="" type="checkbox"/>	CALPELRA-California Public Employers Labor Relations	\$326.00	None
<input checked="" type="checkbox"/>	Capitol Morning Report	\$515.00	None
<input checked="" type="checkbox"/>	PAC-Public Affairs Council	FREE	None
	Environmental/Science		
<input checked="" type="checkbox"/>	Earthworks-Jobs	\$150.00	None
<input checked="" type="checkbox"/>	SACNAS-Chicanos, Hispanics, Native Americans in Science	\$309.00	None
<input checked="" type="checkbox"/>	Conservation Job Board	\$55.00	None
<input checked="" type="checkbox"/>	Science Careers	\$630.00	None
<input checked="" type="checkbox"/>	Women Inside STEM	\$100.00	None
	Engineering		
<input checked="" type="checkbox"/>	ASCE-American Society of Civil Engineers	\$416.00	None

<input checked="" type="checkbox"/>	NSBE-National Society of Black Engineers	\$350.00	None
<input checked="" type="checkbox"/>	IEEE-Institute of Electrical and Electronics Engineers	\$295.00	None
<input checked="" type="checkbox"/>	SWE-Society of Women Engineers	\$220.00	None
<input checked="" type="checkbox"/>	Women Inside STEM	\$100.00	None
<input checked="" type="checkbox"/>	Diversity in STEM	\$149.00	None
	Technology		
<input checked="" type="checkbox"/>	CRA-Computing Research Association	\$725.00	None
<input checked="" type="checkbox"/>	Women Inside STEM	\$100.00	None
<input checked="" type="checkbox"/>	Dice	\$395.00	None
<input checked="" type="checkbox"/>	Women in Technology	\$249.00	None
<input checked="" type="checkbox"/>	Diversity in STEM	\$149.00	None
<input checked="" type="checkbox"/>	Crunchboard	\$349.00	None
	Accounting/Finance		
<input checked="" type="checkbox"/>	Financial Jobs Web	\$225.00	None
<input checked="" type="checkbox"/>	GFOA-Government Finance Officers Association	\$500.00	None
<input checked="" type="checkbox"/>	AFWA-Accounting Finance Women's Alliance	\$249.00	None
<input checked="" type="checkbox"/>	NABA-National Association of Black Accountants	\$285.00	None
	Administrative/Professional		
<input checked="" type="checkbox"/>	NAAAP-National Assoc African American Professionals	\$149.00	None
<input checked="" type="checkbox"/>	ALPFA-Association of Latino Professionals for America	\$299.00	None
	Human Resources		
<input checked="" type="checkbox"/>	NAAAHR-National Assoc African Americans HR	\$249.00	None
<input checked="" type="checkbox"/>	HR.com	\$285.00	None
<input checked="" type="checkbox"/>	SHRM-Society Human Resources Managers	\$399.00	None
	Skilled Trades		
<input checked="" type="checkbox"/>	CMAA-Construction Management Assoc America	\$350.00	None

<input checked="" type="checkbox"/>	Trade Hounds	\$200.00	None
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- [Ability Jobs](#)
- [Accounting & Financial Women's Alliance Career Center](#)
- [Advancing Women Career Center](#)
- [African American Employee Network Career Center](#)
- [American Association for Access, Equity and Diversity Career Center](#)
- [American Association of Blacks in Energy \(AABE\) Career Center](#)
- [American Association of Blacks in Higher Education](#)
- [Advancing Indigenous People in Science and Engineering Society \(AISES\)](#)
- [Asian Life](#)
- [Association for Women Geoscientists Career Center](#)
- [Association for Women in Communications](#)
- [Association for Women in Science](#)
- [Association of Latino Professionals for America \(ALPFA\)](#)
- [Association of Women Surgeons](#)
- [Be a Hero, Hire a Hero](#)
- [Black Data Processing Associates Career Center](#)
- [Black Doctoral Network Career Center](#)
- [Boston's Chapter of the SHPE](#)
- [California Women Lead](#)
- [Christian Job Search](#)
- [Christian School Employment.com Jobs](#)
- [ChristianJobs.ca Career Center](#)
- [College Diversity Network Career Center](#)
- [ColorsCareers Career Center](#)
- [Congressional Hispanic Caucus Institute](#)
- [C-Sweet Career Center](#)
- [Diversity Abroad Network Career Center](#)
- [Diversity Nursing](#)
- [Diversity Woman Career Center](#)
- [Diversity Working Career Center](#)
- [DiversityMD Career Center](#)
- [EOP'S Diversity and Inclusion Career Center](#)
- [Financial Women's Association of New York Career Center](#)
- [Graduate Women in Science Career Center](#)
- [HBCU Lifestyle – HBCU Career Hub](#)

[Hispanic Alliance for Career Enhancement \(HACE\)](#)
[Hispanic Professionals of Greater Milwaukee](#)
[Indian American Urological Association](#)
[International Association of Black Actuaries Career Center](#)
[International Association of Blacks in Dance Career Center](#)
[JewishCareers](#)
[Latin American Association Job Bank](#)
[Latina Geeks](#)
[Latino Medical Student Association Career Center](#)
[MinorityNurse Career Center](#)
[National Association for Black Veterinarians Career Center](#)
[National Association of African Americans in Human Resources Career Center](#)
[National Association of Asian American Professionals \(NAAAP\)](#)
[National Association of Black Hotel Owners, Operators & Developers Career Center](#)
[National Association of Diversity Officers in Higher Education Career Center](#)
[National Association of Haitian Professionals Career Center](#)
[National Association of Women in Construction \(NAWIC\)](#)
[National Black Association for Speech, Language and Hearing Career Center](#)
[National Society of Black Engineers \(NSBE\) Career Center](#)
[New York Women in Communications](#)
[NursingDiversity Career Center](#)
[Organization of Black Aerospace Professionals Career Center](#)
[oSTEM](#)
[OutBuro](#)
[PA Moms](#)
[Professional Women of Color Network](#)
[Prospanica Job Board](#)
[SHPE Intern Board](#)
[Society for the Advancement of Chicanos/Hispanics and Native Americans in Science \(SACNAS\)](#)
[Society of Black Academic Surgeons](#)
[Society of Hispanic Professional Engineers \(SHPE\)](#)
[Society of Women Engineers Career Center](#)
[The Association of Black Psychologists Career Center](#)
[The HBCU Career Center](#)
[The National Organization for Diversity in Sales and Marketing Career Center](#)
[Transition Careers Career Center](#)

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: Tranquil Multi Dynamic Advisory (TMDA)

NUMBER & STREET: 12020 Sunrise Valley Dr. Ste 100

CITY/STATE/ZIP: Reston, VA 20191

CONTACT PERSON: Dr. Sekinat A. Lawal

PHONE NO.: (757) 263-0440 E-MAIL: operations@tmcompanies.us

Total Fee Not to Exceed: _____ \$15,000.00 (Numerical)

_____ Fifteen Thousand Dollars and Zero Cents (In Words)

Please check and complete one of the following statements as it pertains to travel related expenses:

X	The above costs DO include all expected travel expenses and said expenses will not be billed separately to the Town.
	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.)
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): Dr. Sekinat A. Lawal

REPRESENTATIVE SIGNATURE:

Recommended Motions:

That the Smithfield Town Council hereby rescinds the 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

<p>Item Description: Executive and Professional Recruiting Consultant Date and Time to be OPENED: 10:00am on Friday, September 6, 2024</p>
--

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

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work 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.

Recommended Motions:

That the Smithfield Town Council hereby authorizes the roles and responsibilities of the Town Manager Evaluation Committee.

DRAFT

Town Manager Evaluation Committee

Authority	The Town Manager Evaluation Committee is an ad hoc committee appointed by the Town Council.
Membership	Five (5) members.
Purpose	<p>The purpose of the Committee will be to recommend 5-10 finalists to the Town Council.</p> <p>Consistent with State Law, the meetings and deliberations of the Committee shall be subject to Open Meetings law, but the names of applicants and candidates interviewed by the Committee shall not be made public. Interviews shall be conducted in Executive Session.</p>
Responsibilities	<p>The Committee's responsibilities shall be to:</p> <ol style="list-style-type: none">1. Review the Town Charter, the recruitment profile, and any other documents to gain a better understanding of the Town Manager's role.2. Meet with Town Council Members to discuss expectations, goals, and any other pertinent information to assist in evaluating candidate.3. Develop section criteria for evaluating the candidates.4. Review and evaluate candidates' resumes and application materials to recommend a list of interview candidates based upon the established selection criteria. Vote on the recommended list of applicants for interviews.5. Develop interview questions.6. Conduct interviews of the recommended candidates in executive session. Depending on pool of candidate the Committee might conduct one or two rounds of interviews.7. Review background and reference as appropriate.8. Recommend to the Town Council a list of 5-10 final candidates, who best match the selection criteria.9. Provide any additional information on the candidates if requested from the Town Council.
Deliverable	It is expected that the Committee shall begin its work by mid-October and shall submit its list of recommended finalists to the Town Council by mid to late November, unless another date is agreed to by the Town Council.
Commitments	The time commitment for the Committee will span mid-October through late November with frequent regularly scheduled meetings based on Committee members' availability. It is expected that any appointed member will attend all meetings.

Recommended Motions:

That the Smithfield Town Council hereby cancels the November 5, 2024
Town Council meeting.