

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
October 1, 2024



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, OCTOBER 1, 2024
7:00 P.M. – OPEN SESSION**

7:00 P.M. OPEN SESSION AGENDA

- I. Regular meeting convened at 7:00 p.m.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Special Recognition to Town Manager Randy R. Rossi
- VI. Minutes:
 - A. Move that the minutes of the September 17, 2024 executive session meeting held 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) be approved as recorded and sealed.
 - B. Move that the minutes of the September 17, 2024 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments: None
- VIII. Public Hearings: None
- IX. Licenses:
 - A. Consider, discuss and act upon approving two (2) One-Day Beer/Wine Licenses for the Smithfield Senior Center as follows:
 - “Halloween Party” to be held on Tuesday, October 29, 2024 from 12:00

p.m. to 3:00 p.m.

- “Christmas Party” to be held on Thursday, December 12, 2024 from 12:00 p.m. to 3:00 p.m.

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

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

- “Comedy Dinner Show” to be held on Thursday, November 7, 2024 from 6:00 p.m. to 9:00 p.m.

The party will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 6:00 p.m. to 9:00 p.m., as applied, subject to all State regulations and local ordinances.

- C. Consider, discuss and act upon approving a new Mobile Food Truck License for Boba Wave, LLC d/b/a “Boba Wave”, to sell green tea, black tea, lemonade and water from a truck with RI Reg. #3F131, 28A Mount Hygeia Road, Foster RI, as applied, subject to compliance with all State regulations and local ordinances.

- D. Consider, discuss and act upon approving a new Mobile Food Truck License for Sara Macmillan d/b/a “Mac’s Screaming Corn & Tacos”, to sell a variety of tacos, street corn, taco salads, quesadillas and nachos from a truck with RI Reg. #45580, 2 Palmer Street, Barrington, RI, as applied, subject to compliance with all State regulations and local ordinances.

- E. Consider, discuss and act upon approving a new Peddler’s License for RI Kona , LLC d/b/a “Kona Ice of Warwick /EG”, 4 Cider Lane, Smithfield, RI to sell shaved ice from a truck with RI Reg. #21700, subject to compliance with all State regulations and local ordinances.

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon authorizing a request for qualifications for Owners Project Manager services for projects associated with RIDE Stage 1 & II on behalf of the School Department.

- B. Consider, discuss, and act upon authorizing a request for proposals to furnish and install an electronic messaging board at the Smithfield High School on

behalf of the School Department.

- C. Consider, discuss, and act upon authorizing a request for proposals for infrared heater flue pipe replacement at the Smithfield Ice Rink.
- D. Consider, discuss, and act upon authorizing a bid award for a town insurance broker.
- E. Consider, discuss, and act upon authorizing an amendment to the Town's American Rescue Plan Act funding program.
- F. Consider, discuss, and act upon authorizing a request for qualifications for the purchase of infield mix for the Town's baseball and softball fields subject to review by the Town Solicitor.
- G. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement #381, with Narragansett Improvement Company of Providence, RI, for paving services for the installation of eight (8) pickleball courts at Willow Field in the amount of one hundred forty-two thousand, two hundred, fifty dollars and zero cents (\$142,250.00) to be funded from ARPA funds.
- H. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement #498, with United Fence and Construction Corporation of Johnston, RI, for fence installation services at the pickleball courts at Willow Field in the amount of one hundred forty-six thousand, fifty-one dollars and zero cents (\$146,051.00) to be funded from ARPA funds.
- I. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement #152, with Stillwater Construction of Burrillville, RI, for apparatus bay extension at Log Road Fire Station in the amount of three hundred twelve thousand, eight hundred dollars and zero cents (\$312,800.00) to be funded from ARPA and capital reserve funds.
- J. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement #108, with Parma Doors of Smithfield, RI, for installation of new overhead doors at Log Road Fire Station in the amount of twenty-nine thousand, six hundred, thirty-two dollars and fifty cents (\$29,632.50) to be funded from capital reserve funds.
- K. Consider, discuss, and act upon authorizing the Town Manager to enter into

contract, through the RI Master Price Agreement #41, with Sullivan & McLaughlin Companies of Boston, MA, for electrical work for the apparatus bay extension at Log Road Fire Station in the amount of forty-seven thousand, three hundred, ninety dollars and zero cents (\$47,390.00) to be funded from capital reserve funds.

L. Consider, discuss, and act upon approving tax abatements in the amount of two thousand, two hundred forty-two dollars and fifty-three cents (\$2,242.53).

XII. Public Comment.

XIII. Adjournment.

AGENDA POSTED: September 27, 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 17, 2024

Place: Smithfield Town Hall

Time: 6:00 p.m.

Present:

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

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

At 6:00 p.m. a motion is made by Vice President Iannotti, seconded by Member Toppi, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(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.).

President Lawton states that there were two (2) votes taken in executive session:

1. The Smithfield Town Council authorizes Attorney Ragosta to reach an agreement with the Estate of Armand Beaudry in Supreme Court Case #PC 2009-0843 and Rhode Island Supreme Court No. 2021-279 – Appeal with the funds to be paid by the Smithfield Fire Pension Plan in the amount of \$297,933.77. This was approved by a unanimous 5/0 vote.
2. The Smithfield Town Council authorizes the purchase of a portion of 88 Deer Run Trail, (Assessor Plat 12, Lot 26) in the amount of \$8,000 and authorize the Town Manager and Town Solicitor to execute all necessary documents. This was approved by a unanimous 5/0 vote.

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 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.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the September 3, 2024 executive session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

- B. Move that the minutes of the September 3, 2024 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the September 3, 2024 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

- A. Conservation Commission appointment with a term expiring in July of 2027.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Felicia Mahar to the Conservation Commission with a term expiring in July of 2027.

- B. Zoning Board reappointment with a term expiring in May of 2025.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Frank Smith as the alternate to the Zoning Board of Review with a term expiring in May of 2025. **Motion is approved by a unanimous 5/0 vote.**

- C. Johnston-Smithfield Juvenile Hearing Board reappointment with a term expiring in September of 2025.**

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby reappoints Deana Mills as alternate on the Johnston-Smithfield Juvenile Hearing Board with a term expiring in September of 2025. **Motion is approved by a unanimous 5/0 vote.**

- D. Johnston-Smithfield Juvenile Hearing Board reappointment with a term expiring in September of 2027.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Gail Dwyer to the Johnston-Smithfield Juvenile Hearing Board with a term expiring in September of 2027. **Motion is approved by a unanimous 5/0 vote.**

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.

Vice President Iannotti explains the following: This ordinance was referred to the Personnel Board as required by the council when it came before them previously. The Personnel Board reviewed this amendment and made a recommendation that the council go forward with this. The Solicitor must confirm in writing that there are no inconsistencies or conflicts with state law, Town rules, Town regulations, or Town ordinances.

The title has been changed to “Ethical Guidelines for Municipal Appointed and Elected Officials” so that it is understood that the purpose of this ordinance is simply to create guidelines for the officials to follow.

Member Tassoni questions the word “guidelines” and who is going to administer those guidelines. Member Tassoni states that there is no due process if someone is found to be in violation of the ordinance. It is Member Tassoni’s opinion that more work needs to be done and spelled out rather than just “throwing it on the table”.

Vice President Iannotti feels that with guidelines, they will be administered by whatever body enforces them. Vice President Iannotti gives the members an example of a Planning Board member that had received money from an applicant. The counsel to the Planning Board would advise the member who received the money whether or not they should recuse themselves from voting on the issue. Vice President Iannotti explains that this ordinance is mainly to prevent unethical activity.

Vice President Iannotti gives the members another example of a director that speaks or moonlights on behalf of an applicant that is seeking a zone change. The Town Manager would tell the director that this is not allowed by our ethical guidelines.

Member Tassoni questions what would happen to that individual. Vice President Iannotti states that the Town Manager would simply tell the individual that they cannot do it. Vice President Iannotti further states that the Town Manager has the authority because he has these guidelines that do allow this type of activity.

Vice President Iannotti questions if Solicitor Gallone has any issues with this amendment. Solicitor Gallone states that the ordinance would supplement the State Ethics Code. Member Tassoni states that there are fifty-three (53) pages in the State Ethics Code. Solicitor Gallone states these guidelines would address specific issues. Member Tassoni states that while he understands this, there needs to be a process. Member Tassoni further states that you cannot bring someone before the Town Manager if they have an ethics violation and the Town Manager states “you cannot do that”, there needs to be a process.

Member Toppi feels these are expectations that the council has as well, and not meant as punishment. Member Toppi states the guidelines allow for more clarity as far as what the council expects from appointed officials. Member Toppi further states these are from specific instances that have happened recently. Member Toppi also states that instances do happen, and we want to minimize that from happening in the future.

Member Tassoni questions what happened to those individuals. Vice President Iannotti states that it depends on the case, and in addition, these guidelines were not in effect. Vice President Iannotti further states that in a couple of cases nothing happened.

Member Tassoni feels that this is “overreaching”, and he will not support this unless there is a process in place. Member Tassoni states that if someone does something wrong, there needs to be a process in place.

Vice President Iannotti states that there needs to be a process when guidelines are not considered guidelines, and there are mandatory ordinances with penalties. Vice President Iannotti further states that without penalties it is basically a guideline. Vice President Iannotti also states this is an employment guideline that all employees and appointed officials that are expected to follow. Member Tassoni questions this not being on the employment application, and they need an employee handbook.

Member Toppi feels that the majority of people feel that government, in general, could use more ethics. Member Toppi also feels that this definitely helps to provide clearer expectations that we have and hopefully lessen unethical behavior.

Member Tassoni states that should be in the handbook. Member Toppi explains that this is for appointed officials (appointed by the council not the Town Manager).

Solicitor Gallone reminds the members this agenda item is just to schedule a public hearing.

Thomas Hodgkins, 200 Farnum Pike, states that if the council decides to go forward to schedule a public hearing, that the minutes of the Personnel Board are published in advance of that meeting. Mr. Hodgkins thinks those minutes should be public so that they can be reviewed before the hearing.

Member Toppi feels that, at the very least, the council should allow the public the opportunity to them whether they would like/not like this. Member Toppi also feels that the public deserves a voice if they wish.

Vice President Iannotti states that there is a similar provision supplement to the state ethics code that is contained in the Town of Lincoln’s Code of Ordinances.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby schedules 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”. **Motion failed with a 2/3 vote. Member Kilduff, Member Tassoni, and President Lawton vote nay.**

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.

Town Engineer Joshua Jelley explains the following: There is no sewage available to certain areas of Log Road and Mann School Road. For this project they would need to extend it into that area. This would also open up room for current residents in that area to connect.

Member Toppi questions this benefitting the Sand Trace property. Engineer Jelley state that this mainly benefits the Sand Trace property, which will consist of one hundred and sixty (160) condominium units.

Member Kilduff states that he will save his comments for the public hearing, but he is surprised that this project was approved without the current structure being able to work for it. Member Kilduff feels we are playing “catch up” to things we decide.

Member Toppi wants to ensure that Planner Phillips and Engineer Jelley be present at the hearing to answer questions.

Kenneth Sousa, 2 Williams Road, states the following: He finds it interesting that this discussion is occurring after the ethics agenda item. There are things that have been “looked aside” to approve that development that are in state law. This includes changes to the entrances/exits, across from his property, to create a four-way intersection that has been “bowled over” like a bulldozer. They should be asked to do “owner occupied” because there will be certain families that will be renting when the developer cannot sell those units. There are no bus stops and no sidewalks which is against state law.

Mr. Sousa questions why this was not discussed before. Many people have looked the other way. They are building over one hundred and forty (140) units, with the minimum number of LMI. Mr. Sousa also questions how this got to this point. The Town needs changes. He came to Smithfield for a reason, not to have one hundred and forty (140) units across the street from his house with a four-way intersection on a driveway that is already unsafe. Everyone on a certain floor in this building has looked the other way.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby schedules a public hearing for October 15, 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. **Motion is approved by a unanimous 4/0 vote. Vice President Iannotti recuses himself.**

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).**

DPW Director Allen explains the following: This equipment will be used on the twelve (12) baseball/softball fields and will bring them back to the specifications they are supposed to be built to. This will also help with the maintenance. Member Tassoni questions if the DPW currently has one. Director Allen states that the DPW does not currently have one.

Vice President Iannotti states that in the resolution that there will be four (4) lease payments, and questions the payment for this year's budget being only a quarter of the cost. Director Allen explains that there are four (4) lease payments, and the current CIP is on a four (4) repayment program. Director Allen further explains that this particular funding was approved in 2022.

Town Manager Rossi explains that there is some funding that has been in the prior years and has been reserved to make the down payment, therefore, it will not "click out" at four (4) years. Town Manager Rossi further explains that this has the flexibility to up to four (4) years, but because the funds were allotted before the rest can be divvied up.

Motion is made by Member Tassoni, seconded by Member Kilduff, 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. **Motion is approved by a unanimous 5/0 vote.**

- 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).**

Director Allen explains the following: This spreader would installed on the new truck that was recently purchased. It will go onto a swaploader frame and will have the flexibility to many bodies put onto the back of it. This will keep it more productive year round.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Connecticut State Contract #15PSX0017, with Freightliner of Hartford, Inc. on 222 Robert Street, East Hartford, CT 060108, 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. **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 a new infield groomer and a new stainless steel spreader for the Parks Department through the Smithfield Capital Lease Fund.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council vote to approve the Resolution to purchase one (1) new stainless steel spreader on the 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. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing a bid award for a 20 Year Wastewater Treatment Facilities Operations and Maintenance Contract.

Engineer Jelley explains the following: The previous ten (10) year contract has expired, and an RFP was submitted to give applicants the opportunity to submit a bid for the new contract. Veolia Water was the only bid received.

Vice President Iannotti questions the prior contract was ten (10) years and the new contract would be for twenty (20) years. Engineer Jelley confirms the length of the contract.

Vice President Iannotti also questions if there were issues that caused a delay. Town Manager Rossi explains that it was more technical/legal issues, meaning it was “cleaning up” the contract itself. Town Manager Rossi further explains it is quite a robust contract to run the facility and in the meantime, the engineer has left. Town Manager Rossi also explains that by losing his institutional knowledge, the Town had to regroup and continue forward. Town Manager Rossi states that there are many aspects to this contract, however, in the end, it is a win/win for the Town and the operation of the plant.

Town Manager Rossi further states the length of the contract was also evaluated, and it was most beneficial based on where the future is for the capital needs of the plant and the success the Town has had with Veolia Water.

Member Kilduff states what he found impressive in this contract was the update of the aeration system which can save the Town \$16,000 annually.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby authorizes a bid award for a 20 year Wastewater Treatment Facilities Operations & Maintenance Contract to Veolia Water, NA. **Motion is approved by a unanimous 5/0 vote.**

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.

Town Manager Rossi explains the following: The Town was very fortunate to receive the full funding for the Neighborhood Center through a grant having to do with the Community Center Grant offered by the Governor’s Office.

In total the original allotment was just over \$1.8M. However, based on the plan that was put together and working with the Governor's Office and Pandemic Recovery Office, the Town was able to get the dollar value rose to \$2.4M. This will cover this contract which is all aspects of the buildout, and the remainder for all of the FF & E and other items needed for the center. This will be fully covered by the grant to get the center open and in compliance with the guidelines funding.

Vice President Iannotti questions the anticipated timeline for occupancy. Town Manager Rossi states that full occupancy to be in October 2026.

Motion is made by Member Kilduff, seconded by Member Tassoni, 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). **Motion is approved by a unanimous 5/0 vote.**

F. Consider, discuss, and act upon a bid award for executive and professional recruiting services for the hiring of a new Town Manager.

Member Toppi offers her thoughts on this subject: When you are job seeking, you have active candidates and passive candidates. Active candidates are actively looking for a new job and passive candidates are not. More commonly active candidates could be looking for a multitude of reasons, mostly it is because they are looking for advancement, and their current company does not offer that. On a daily basis she sees many candidates apply for jobs and are not quite qualified. Passive candidates are commonly good where they are, and they are not looking for a reason. They are happy/content.

Looking at this process, if the Town is not doing an RFP for the search firm, then we are passively recruiting. How do we get those passive candidates that may have what we need? We need to go out and get them. A search firm can provide that to us. It would be a disservice if we did not expand the pool of candidates to include those that are passive. Those candidates could be the perfect fit, and they typically already have what we are looking for. Sometimes they are a high quality candidate.

What are we expecting from the Evaluation Committee? If we do not have an RFP or search firm, who is going to be actively recruiting for these people? Do we expect the Search Committee to do this? Are they going to review the applications and conduct the first/ second interviews? Are they going to do background and reference checks? She thinks that is a "big ask" for them.

What she liked about MRI, who have been in business for over thirty (30) years serving municipalities, have the following: contacts, network, actively able to go out and get these people who are not actively looking and are high quality. She is not saying that those applying are not high quality, but it is less likely. She thinks the council would like to diversify the pool of candidates to include those that are not looking. The confidentiality factor is important.

The firm does everything which will take a great deal of pressure off the Town and the Evaluation Committee.

The Evaluation Committee did not sign up to do the entire process, and they are not getting paid because they are volunteers. She feels it is in the Town's best interest, and most importantly they are unbiased/impartial. This is huge and people would really appreciate that. She is in favor of moving forward with MRI.

Member Tassoni questions when this was done the last time if Town Manager Rossi was involved in the search. Town Manager Rossi explains that the Evaluation Committee was selected by the Town Council and they forwarded the names to the Town Council. Town Manager Rossi further explains that the first two (2) rounds of interviews were conducted by the Evaluation Committee and the later rounds were conducted by the council.

Vice President Iannotti thinks that Member Toppi has said it all. Vice President Iannotti states that we want to have a standardized way of evaluating these applications, and a recruitment firm is the best way to accomplish that and to get the best possible candidates.

Joseph Toppi, 20 Alpine Ridge states the following: If you use a search firm on a "contingency basis", the best thing that can happen is they provide the Town with candidates that you like. If they don't, they do not get paid. If you take them in on a "retain basis", they are paid no matter what.

Member Tassoni states that is not what it says in the contract. Solicitor Gallone states their proposal is for \$24,000. Vice President Iannotti states it is not a contingency fee.

Kenneth Sousa, 10 Williams Road, states the following: He appreciates the council for selecting him, and he is honored to be on this committee. He has three (3) words: integrity, validity, and objectivity. He agrees with Member Tassoni with regard to a process being important. He is very concerned about where the applications are. They should be in a folder in the office of the Human Resource Director. At Bryant University executive searches are very confidential, and HR cannot perform them or reference checking because that is her boss. It is absolutely inappropriate to do that. HR can do background checks because those go through a system.

He does not have the time to perform reference checks for twenty (20) or thirty (30) people. He questions what would happen if he knows one (1) of the candidates. This would result in an inconsistent reference check. You will not have standard questions like a company would. He believes this is needed to create integrity, validity, and objectivity.

He is concerned that we are happy with the twenty (20) applicants because perhaps we are afraid that a firm would find better candidates. We should not be afraid of that. This is going to be a regional search, and the candidate must live in Town based on the Charter. With the way housing prices are it will be difficult to get someone from Florida or California unless they are coming back home.

He wants this process to be a process. You want to find someone as good as Town Manager Rossi, and when the council votes, they can say they have the right person. He strongly advises the council to hire a firm. There is nothing to lose, and it is not a great deal of money. He wants to do the best job, and find the council the best three (3) or five (5) candidates. The process must be fair, equitable, and valid.

President Lawton states that the last time it went smooth, there was integrity throughout the interview process, and the council was given five (5) or six (6) candidates.

Member Toppi states the following: The council would need to figure out if there will be active recruiting and who will be doing all of these steps. MRI has an eighteen (18) step process which is very organized. She agrees with Mr. Sousa that it should not be any of the Town Manager's direct reports because it is inappropriate. Are we going to passively recruit? This is not very inclusive, and we will not get a diverse group of candidates. This position is paying almost \$200,000, and the person will be running the Town. You need someone excellent. The network needs to be widened, and this company specialize in New England.

There is potential for bias anywhere; with the council, with the Search Committee, with any group. She feels a third party would be really fair. She thinks that people would appreciate that because sometimes people get annoyed with the politics, and there is more potential if there is not a third party.

President Lawton questions where the applications are stored. Town Manager Rossi states that they are locked away. Member Toppi questions if anyone has looked at those applications. President Lawton states that they would not look. Member Toppi states that is the way it should be. Member Toppi further states those applicants could all be not qualified and questions what the council would do at that point. Member Toppi questions if after the application deadline, will the council settle for one (1) or two (2) people that are okay or strive for someone who is excellent.

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council hereby award MRI the contract for executive and professional recruiting services for the hiring of a new Town Manager. **Motion fails with a 2/3 vote. President Lawton, Member Tassoni and Member Kilduff vote nay.**

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.

Vice President Iannotti questions why this request is being rescinded. Town Manager Rossi explains this is being rescinded so that we can notify the vendors that they did not get selected and the bid is not outstanding. Town Manager Rossi reminds the members that this is done with all bids that are not awarded.

Motion is made by Member Kilduff, seconded by Member Tassoni, 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. **Motion is approved by a 3/2 vote. Vice President Iannotti and Member Toppi vote nay.**

H. Consider, discuss, and act upon authorizing the role and responsibilities of the Town Manager Evaluation Committee.

Town Manager Rossi explains this was based on the practice before as well as samples that are from other communities and what others have mentioned.

Member Toppi states the following: The way this is written assumes we are not using a search firm, and gives all of the responsibilities to the committee. We do not know if that is what they have signed up for, and we just heard from one (1) of the members that it is a great deal. She feels this needs to be re-worked and the committee needs to talk to the council. Member Toppi suggests having a work session so the council can go over what their goals are. She thinks these things are rushed.

President Lawton agrees with a work session at a later date so their questions/concerns can be addressed. Member Tassoni thinks the work session should be held sooner rather than later.

Member Toppi states that we are so concerned with process, and the council still does not have answers. Member Toppi questions if we will be keeping this as a job posting, actively recruiting or passively recruiting. Member Toppi also questions what the committee will be doing.

President Lawton states that the committee will begin reviewing the applications that have been received. Member Toppi questions who is screening these applicants. Member Toppi states, that it is her opinion, that for this job, you are not going to give them one (1) interview. Member Toppi further states the applicants need to be screened, given a couple of interviews, and sit with the council. Member Toppi also states that this is a great deal of work for the committee, and she does not think it is fair to put all of this work on them.

President Lawton explains that he spoke with the person he selected to let him know the amount of work involved, and he was fine with it.

Member Kilduff states that he was perplexed by the fact that the council just appointed five (5) committee members, and one (1) said he does not have the time to call the people. Member Kilduff further states that is on the council person.

Member Toppi questions if there is a timeframe for this.

Kenneth Sousa, 2 Williams Road, explains the following: If there are twenty (20) applicants, you will be performing one (1) reference check per applicant, and that is wrong. It is not objective and could be bias. This would be over one hundred (100) reference checks, and that is why he made the comment that he did. It is not that he does not have the time, because he has proven that he has the time for the Town. None of us have the time to perform one hundred (100) reference checks, and then perform interviews after that. He feels that the Town made a large mistake by at least going out for an RFP that performed the reference checks and the background checks. This will taint the process, and he has told the council this over and over again.

Member Kilduff questions how many times the Town has used this process. President Lawton states this process was used two (2) or three (3) times before. Member Kilduff states that there has never been a problem, and we are talking about issues as if we have had them. Member Kilduff further states that we have proven results that this process works.

Vice President Iannotti states that from his days working for the Justice Department in Washington that the statement “we should do things a certain way because that’s the way we have always done them” is typical of government.

Vice President Iannotti further states this is what is wrong with our government many times, and this is why we get stuck and never move forward. Vice President Iannotti also states that many, many times there are better ways to do things. Vice President Iannotti thinks that for a job this important, we should be trying to do it the best way and be willing to try new things.

Member Tassoni states, that with all due respect, no one made that statement.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Town Council schedule a workshop that is open to the public and allows public comment, to discuss and act upon authorizing the roles and responsibilities of the Town Manager Evaluation Committee. **Motion is approved by a unanimous 5/0 vote.**

I. Consider, discuss, and act upon canceling the November 5, 2024 Town Council meeting.

Member Tassoni reminds the members that this date is Election Day.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby cancels the November 5, 2024 Town Council meeting. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment:

Thomas Hodgkins, 200 Farnum Pike, states the following: He wants to address an issue the council had at its last meeting, which was to issue an RFP for audit services for the libraries. The funding is to come from the General Fund. It is his understanding from that and the RFP that was put out several years ago, the Town was also paying for the audit services for the libraries as part of a comprehensive package. Our budget from FY21 to FY24 for the Greenville Library includes a line item for a financial audit. During those years, almost \$62,000 was allocated to the Greenville Library to pay for a financial audit. Now it has come out that this was paid for by the Town over the past several years. He questions where the \$62,000 went. He is sure it was spent on the library, but the question is on what. This questions has been asked over two (2) budget cycles, and we are about to go onto the third. He questions how the \$1M the Town sends to the library every year being spent. The Town has not received a clear answer.

In this year's budget (FY25) that line item was a 47% increase from the last year. Now the Town is going to pay for the audit. The library got a 47% increase making the line item \$23,500 for FY25, and the funding source for the audit is now the General Fund.

It seems that the taxpayers are getting charged twice, and that does not seem right. He is bringing this up so that the council can address this before the bid award. It needs to be determined where the money went in the past couple of years and to determine if there should be some type of adjustment to the library's allocation for FY25 since they are not paying for the audit.

It is his understanding that the allocation is paid either biannually or quarterly, and it has not all gone to them. If there is some amount that should be taken out from what they get because they are not paying for the audit, the council should address that.

Vice President Iannotti asks what the answer is to that question. Town Manager Rossi states that he will look at that tomorrow, but it has always been that the Town pays for the audit.

Vice President Iannotti questions if this will be a public hearing at the next meeting. Town Manager Rossi states it depends on what bids are received, but hopefully the bid award will be heard at the next meeting.

XIII. Adjournment:

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

Meeting adjourns at 7:50 p.m.

Town Clerk



Memorandum

DATE: September 25, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Two (2) One-Day Beer/Wine Licenses for the Smithfield Senior Center for the October 1st Town Council Meeting

BACKGROUND:

The Smithfield Senior Center has applied for two (2) One-Day Beer/Wine Licenses.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve two (2) One-Day Beer/Wine Licenses as follows:

- “Halloween Party” to be held on Tuesday, October 29, 2024 from 12:00 p.m. to 3:00 p.m.
- “Christmas Party” to be held on Thursday, December 12, 2024 from 12:00 p.m. to 3:00 p.m.

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$15.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 9/16/24

Type of License: CLASS-1 (BEER & WINE) Check One: New Renewal Transfer

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

Resident Address: [Signature] Business Address: [Signature] Resident Telephone: [Signature] Business Telephone: 949-450

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

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

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

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

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature] Title: Acting Concierge

Applies to business establishments only: In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

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

Building Official: _____ SIGNATURE NOT REQUIRED

RJ Dept. of Health: _____ SIGNATURE NOT REQUIRED

Owner of premises: [Signature]

At a meeting of the Smithfield Town Council, held on 10/1/24 the above stated application was:

() Approved () Denied License #: 22 Date Issued: _____

**TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION**

FEE: \$15.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 9/16/24

Type of License: CLASS 1 (BEER & WINE) Check One: New Renewal Transfer

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

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

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

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

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

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature] Title: Acting Coordinator

Applies to business establishments only: _____
In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

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

At a meeting of the Smithfield Town Council, held on 10/11/24 the above stated application was:

() Approved () Denied License #: 23 Date Issued: _____

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



**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 9/16/11

1. NAME OF CANDIDATE: (PRINT)

McAdam-Prickett Kathleen Elizabeth
 LAST FIRST MIDDLE

McAdam
MAIDEN NAME

8-25-75
2. DATE OF BIRTH

Providence RI
3. PLACE OF BIRTH

94 Waterman Ave
4. CURRENT ADDRESS

Smithfield Senior Center
5. NAME OF BUSINESS

Senior Center
6. TYPE OF BUSINESS

William J. Hankins Jr. TEL
7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED _____

IF SO, LIST OFFICERS _____

949-4590
9. BUSINESS PHONE

349-2495
10. HOME PHONE

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

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

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

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

13. List below two (2) character references

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

CANDIDATE'S SIGNATURE: _____

Witness: _____



RI On-Premise

CERTIFIED

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

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

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

It with you as proof of your TIPS certification.

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



RI On-Premise

CERTIFIED

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

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

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

Does it matter if you are HIV+? YES! IT DOES!

ID #: 28430995

Name: KATHLEEN MCADAM-PRICKET

Exam Date: 02/16/2023

Expiration Date: 02/15/2026



RI On-Premise

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430995

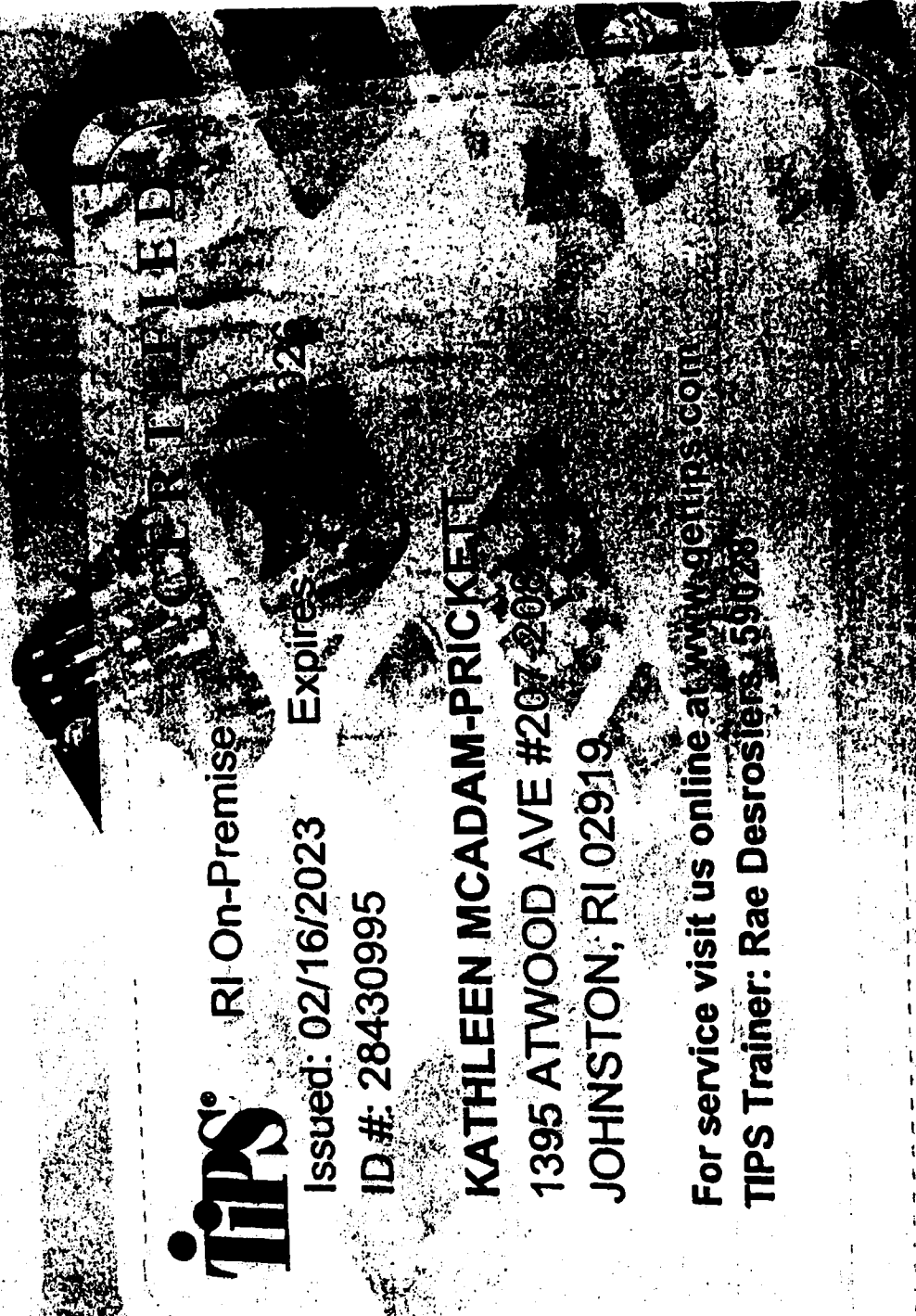
KATHLEEN MCADAM-PRICKET

1395 ATWOOD AVE #207-200

JOHNSTON, RI 02919

For service visit us online at www.geutps.com

TIPS Trainer: Rae Desrosiers 159028





Town of Smithfield

Smithfield Senior Center

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

September 16, 2024

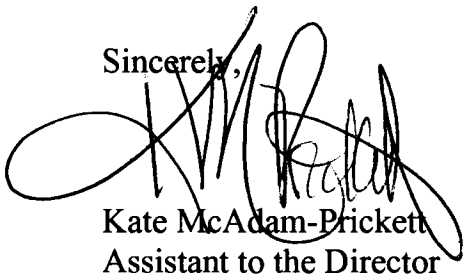
Town of Smithfield
Office of the Town Clerk
64 Farnum Pike
Smithfield, RI 02917

Members of the Town Council:

The Smithfield Senior Center will be hosting a Halloween party on October 29th and a Christmas party on December 12th from 12-3. Complimentary wine and beer will be served.

I am asking for your approval for a permit for these functions. Thank you.

Sincerely,



Kate McAdam-Prickett
Assistant to the Director



Memorandum

DATE: September 25, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

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

BACKGROUND:

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

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

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

- “Comedy Dinner Show” to be held on Thursday, November 7, 2024 from 6:00 p.m. to 9:00 p.m.

The party will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 6:00 p.m. to 9:00 p.m., as applied, subject to all State regulations and local ordinances.

**TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION**

FEE: \$15.00
Per Day

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 9/16/24

Type of License: CLASS-1 (BEER & WINE) Check One: New Renewal Transfer

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

Resident Address: [Signature] Business Address: William J. Hawkins Jr 711 Plat Lot: _____

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

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

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

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

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

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature] Title: Acting Coordinator

Applies to business establishments only: In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

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

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

RI Dept. of Health: _____ SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 10/1/24 the above stated application was:

() Approved () Denied License #: 23 Date Issued: _____

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

No Disqualifying
Record



POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 9/11/12

1. NAME OF CANDIDATE: (PRINT)

McMahan-Prickett Kathleen Elizabeth
LAST FIRST MIDDLE

McMahan
MAIDEN NAME

8-25-75
2. DATE OF BIRTH

94 Waterman Ave
4. CURRENT ADDRESS

Senior Center
6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

Providence RI
3. PLACE OF BIRTH

Smithfield Senior Center
5. NAME OF BUSINESS

William J. Hankins Jr. TEL
7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

949-4590
9. BUSINESS PHONE

349-2495
10. HOME PHONE

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

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

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

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

13. List below two (2) character references

1. Karen Armstrong Senior Center 949-4590
NAME ADDRESS PHONE

2. Ann St. Laurent Senior Center 949-4590
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: [Signature] Witness: _____



RI On-Premise

CERTIFIED

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

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

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

it with you as proof of your TIPS certification.

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



RI On-Premise

CERTIFIED

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

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

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

ID #: 28430995

Name: KATHLEEN MCADAM-PRICKET

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

TIPS[®]

RI On-Premise

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430995

KATHLEEN MCADAM-PRICKETT

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers 59028



Town of Smithfield

Smithfield Senior Center

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

September 16, 2024

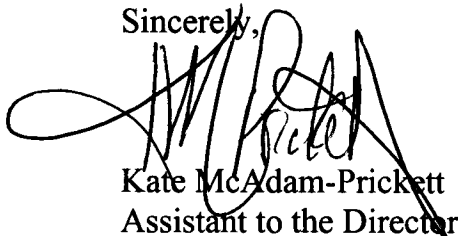
Town of Smithfield
Office of the Town Clerk
64 Farnum Pike
Smithfield, RI 02917

Members of the Town Council:

The Smithfield Senior Center will be hosting a Comedy dinner show, Thursday, November 7th from 6-9pm. Complimentary wine and beer will be served.

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

Sincerely,



Kate McAdam-Prickett
Assistant to the Director



Memorandum

DATE: September 25, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Mobile Food Truck License for Boba Wave, LLC d/b/a “Boba Wave” for the October 1st Town Council Meeting

BACKGROUND:

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

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

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

1. Boba Wave, LLC d/b/a “Boba Wave”, to sell green tea, black tea, lemonade and water from a truck with RI Reg. #3F131.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

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

PLEASE PRINT

Note: Please fill in ALL the necessary information.

Date of Application: 9/23/24

Type of License: Mobile Food Truck

License Application Status:

Name of Applicant: Janine Anthony

Date of Birth: 12-04-1995

Resident Address: 28A Mount Hygeia Road
Foster, RI, 02825

Business Address: 28A Mount Hygeia Road
Foster, RI, 02825

Map:
Lot:

Corporation Name:
Operating Under: Boba Wave LLC
Trade Name of: BOBA WAVE

Resident Telephone:
Business Telephone: 401-573-4265

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

Describe Operation of Business: Bubble tea Food truck

Required to fill requested
Hours of Operation:

Signature of Applicant: 

Title: Owner/Operator

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Address: Telephone:
Name: Address: Telephone:

For Official Use Only

Police Chief: SIGNATURE NOT REQUIRED

Fire Chief: SIGNATURE NOT REQUIRED

Building Official: SIGNATURE NOT REQUIRED

Owner of Premises: SIGNATURE NOT REQUIRED

RI Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 10/1/24 the above stated application was

() Approved () Denied

License# 30

Date Issued:



Rhode Island Department of Business Regulation

1511 Pontiac Avenue, Cranston, RI 02920

Telephone: (401) 462-9506 Fax: (401) 462-9645

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

*Janine Anthony
28A Mount Hygeia Road
Foster, Rhode Island 02825*

Business Entity Name:	DBA (Doing Business As):	Name of Mobile Food Establishment/Truck:	DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:
Boba Wave LLC	Boba Wave		Rhode Island-3F131

***has met the requirements of the Department of Business Regulation and has been granted this license as a Trailer which serves Other: .
IN THE STATE OF RHODE ISLAND.***

License Number: MFE-849

Expiration Date: July 12, 2025

State of Rhode Island



Department of Health Center for Food Protection

This is to certify that BOBA WAVE LLC located at 28 A MT HYGEIA RD, FOSTER RI 02825, , having given satisfactory evidence that said establishment is qualified in conformity with Chapter 21-27 of the General Laws of 1956, as amended, is hereby granted a

FOOD BUSINESS LICENSE

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

License Number: FSV36070

License: Mobile Food Service - Year Round/Cart

THIS LICENSE IS NOT TRANSFERABLE.

This license must be posted where consumers can see it.



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



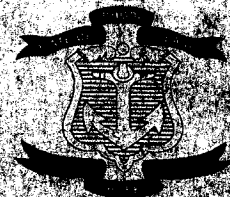
Phone: (401) 574-8955
 TTY Via 711
 Fax: (401) 574-8914
 Email: Tax.Excise@tax.ri.gov

BOBA WAVE LLC BOBA WAVE
 28A MOUNT HYGEIA RD
 FOSTER, RI 02825-1435

State of Rhode Island
 DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2024 to 06/30/2026



ID: 2-3996-7456

ISSUED TO
 BOBA WAVE LLC BOBA WAVE
 28A MOUNT HYGEIA RD
 FOSTER, RI 02825-1435

This permit, which authorizes the holder to collect the sales/use tax, is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated. When the holder of this permit ceases to conduct the business for which it is issued at the place named, the permit must be returned to the Tax Administrator for cancellation. The ID number which appears in the upper left hand corner of this permit is your ID file number for this place of business. Do not use this number to file returns. Every holder of a Retail Sales Permit issued pursuant to R.I. Gen. Laws § 44-18-1 shall keep complete and accurate records of every sales transaction. These records shall be made available for examination, inspection, and copying by agents of the Division of Taxation as required by R.I. Gen. Laws § 44-19-27 and 28B-RICR 20-70-12. The failure to maintain or produce required records can result in the estimated determination of sales tax liabilities based on the best available information, the imposition of penalties and interest, and the revocation of this permit.

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

Neena S. Savage
 NEENA S. SAVAGE
 TAX ADMINISTRATOR



DATE ISSUED: 06/17/2024

BOBA WAVE

\$6 INCL TAX

CREATE YOUR OWN TEA MENU



STEP 1: CHOOSE YOUR TEA BASE

BLACK TEA GREEN TEA LEMONADE 50/50 WATER

STEP 2: CHOOSE DRINK TYPE AND FLAVOR

MILK TEA

PICK ONE FLAVOR
OUR MILK TEAS ARE LACTOSE FREE!

- ★ CLASSIC MILK TEA
- CHOCOLATE
- COCONUT
- MANGO
- MATCHA
- STRAWBERRY
- ★ TARO
- ★ THAI
- VANILLA

FRUITY TEA

COMBINE UP TO 2 FLAVORS

- ★ BLUE RAZZ
- BLUEBERRY
- CHERRY
- ★ DRAGONFRUIT
- GREEN APPLE
- GINGER
- GUAVA
- LYCHEE
- ★ MANGO
- PASSIONFRUIT
- PEACH
- PINEAPPLE
- RASPBERRY
- ★ STRAWBERRY
- ★ WATERMELON



★ = FAN FAVORITES!

STEP 3: CHOOSE TOPPINGS ALL DRINKS INCLUDE 1 TOPPING EXTRA 1.00

BUBBLES

CLASSIC BOBA
TAPIOCA PEARLS
SWEETENED WITH
HONEY AND BROWN
SUGAR

POPPING BUBBLES

STRAWBERRY
MANGO
KIWI
BLUEBERRY

JELLY PIECES

COCONUT
MANGO
STRAWBERRY

CUP SWIRLS

CHOCOLATE
CARAMEL
BROWN SUGAR
MARSHMALLOW



ADD AN ENERGY BOOST FOR \$1.00!

STEP 4: SWEETNESS LEVEL

NONE LIGHT REGULAR EXTRA

ALLERGEN NOTICE:
PLEASE NOTIFY US OF ANY ALLERGIES OR FOOD RESTRICTIONS!



Memorandum

DATE: September 25, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Mobile Food Truck License for Sarah Macmillan d/b/a “Mac’s Screaming Corn & Tacos” for the October 1st Town Council Meeting

BACKGROUND:

The business listed below has filed for a new Mobile Food Truck License. The new Mobile Food Truck License requires a Rhode Island Mobile Food Truck Establishment Registration. The Mobile Food Truck License will expire on March 1st of each year. Sarah Macmillan d/b/a “Mac’s Screaming Corn & Tacos” has already registered with the State of Rhode Island as a Mobile Food Truck Establishment.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of application
Copy of Rhode Island Mobile Food Establishment Registration
Copy of Food Business License
Copy of Retail Sales Permit
Copy of Menu available at: foodtrucksin.com

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

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

1. Sarah Macmillan d/b/a “Mac’s Screaming Corn & Tacos”, to sell a variety of tacos, street corn, taco salads, quesadillas and nachos from a truck with RI Reg. #45580.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 9/23/24

Type of License: Mobile Food Truck

License Application Status:

Name of Applicant: Sarah MacMillan

Date of Birth: 2-5-86

Resident Address: 2 Palmer St Barrington
RI, 02806

Business Address: 2 Palmer St Barrington RI 02806
Map:
Lot:

Corporation Name: Macs Screaming Corn and
tacos

Resident Telephone: 401-332-5024

Business Telephone: Same

Operating Under
Trade Name of:

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

Describe Operation of Business:

Required to fill requested
Hours of Operation:

[Empty box for hours of operation]

Signature of Applicant: Sarah MacMillan

Title: owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Police Chief: X SIGNATURE NOT REQUIRED

For Official Use Only

SIGNATURE NOT REQUIRED

Fire Chief: _____

Building Official: _____ SIGNATURE NOT REQUIRED

Owner of Premises: X SIGNATURE NOT REQUIRED

RI Dept. of Health: _____ SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 10/1/24 the above stated application was

() Approved () Denied

License# 31

Date Issued: _____



Rhode Island Department of Business Regulation

1511 Pontiac Avenue, Cranston, RI 02920

Telephone: (401) 462-9506 Fax: (401) 462-9645

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

*Sarah Macmillan
2 palmer st
Barrington , RI 02806*

Business Entity Name:	DBA (Doing Business As):	Name of Mobile Food Establishment/Truck:	DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:
Macs screaming corn and tacos			RI-45580

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

License Number: MFE-556

Expiration Date: January 23, 2025



State of Rhode Island
Department of Health

MACS SCREAMING CORN AND TACOS

Address Information

2 PALMER ST
BARRINGTON RI 02806

License Information

License No:	FSV34669	Profession:	Food Service	License Type:	Mobile Food Service
License Status:	Active	Issue Date:	5/5/2021	Expiration Date:	4/30/2025
Secondary License Type:	Seasonal/Truck				

Specialty Information

No Specialty Information

Disciplinary Action

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

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

CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.



State of Rhode Island
 Division of Taxation
 One Capitol Hill
 Providence, RI 02886-3800



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

SARAH MACMILLAN MACS SCREAMING CORN & TACOS
 2 PALMER ST
 BARRINGTON, RI 02808-4628

State of Rhode Island
 DIVISION OF TAXATION



RETAIL SALES PERMIT

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

ID: 2-2449-2634

ISSUED TO:
 SARAH MACMILLAN MACS SCREAMING CORN & TACOS
 2 PALMER ST
 BARRINGTON, RI 02808-4628

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

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR



DATE ISSUED: 06/17/2024



Memorandum

DATE: September 25, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Peddler’s License for RI Kona, LLC d/b/a “Kona Ice of Warwick/EG” for the October 1st Town Council Meeting.

BACKGROUND:

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

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Peddler’s License for RI Kona, LLC d/b/a “Kona Ice Warwick/EG”, 4 Cider Lane, Smithfield, RI to sell shaved ice from a truck with RI Reg. # 21700, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$100.00

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

PLEASE PRINT:

Note: Please fill in ALL requested information.

Date of Application: 9/20/24

Type of License: Peddlers

Check One: New () Renewal (X) Transfer ()

Name of Applicant: R.I. Kona LLC

Date of Birth:

Resident Address: 4 Cider Lane
Greenville RI 02828

Business Address: 4 Cider Lane Greenville RI

Operating Under Trade Name of: KONA Ice of Warwick/E &

Zoning Designation: _____
Resident Telephone: 949-5073
Business Telephone: 323-1977

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

Name: Joyce Bouchard Address: 4 Cider Lane Title: co-owners

Name: Bob Bouchard Address: 4 Cider Lane Title: co-owners

Name: _____ Address: _____ Title: _____

DESCRIBE GOODS TO BE SOLD: Shared Ice - Drinks -

Signature of Applicant: Joyce Bouchard Title: owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Bob Conroy Address: 3 TIME ST N. PROV. RI Phone: 353-6366

Name: Cory Bouchard Address: 11 Glen Hills Dr Cranston RI Phone: 523-5705

For Official Use Only

Police Chief: [Signature] SIGNATURE NOT REQUIRED

Fire Chief: SIGNATURE NOT REQUIRED

Building Official: SIGNATURE NOT REQUIRED

Owner of premises: SIGNATURE NOT REQUIRED

RI Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 10/1/2024 the above stated application was:

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

SMITHFIELD POLICE DEPARTMENT
 215 Pleasant View Avenue, Smithfield, RI 02
 (401-231-2500)



POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 9/20/24

1. NAME OF CANDIDATE: (PRINT)

Bouchard Joyce Marie
 LAST FIRST MIDDLE

MAIDEN NAME
Conroy

DATE OF BIRTH
12/21/57

Provo

PLACE OF BIRTH
REI Kona LLC Kona Ice of Utah LLC

CURRENT ADDRESS
MOBILE Shaved Ice Truck

NAME OF BUSINESS

TYPE OF BUSINESS
6/08/2012

BUSINESS ADDRESS

IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

323-7977
 BUSINESS PHONE

9495073
 HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>12/1988</u>	<u>Current</u>	<u>4 Cidu Lane</u>	<u>Greenville RI 02828</u>

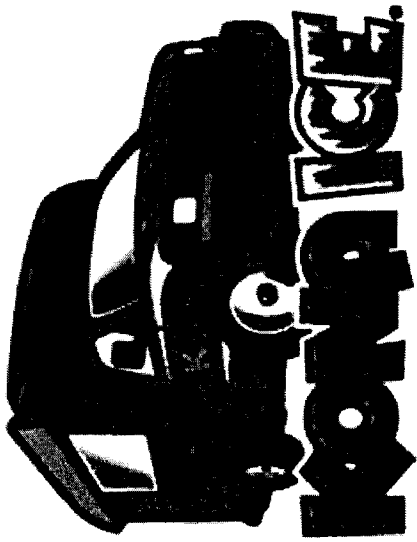
12. Have you ever been arrested or detained by any police agency? YES **NO**

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

13. List below two (2) character references

- | | | |
|------------------------|--|-----------------|
| 1. <u>PAM BEICHER</u> | <u>172 West Greenville RI Scituate</u> | <u>934-3529</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>PAUL DeMAYCO</u> | <u>620 MAIN ST E. Greenville RI</u> | <u>885-1444</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: Joyce Bouchard Witness: _____



These are our
current BCI
checks that we
do every year for
schools that we work

with

KONA ICE

www.kona-ice.com

Joyce
Buchard.



State of Rhode Island
OFFICE OF THE ATTORNEY GENERAL

4 Howard Avenue • Cranston, RI 02920

(401) 274-4400 • www.riag.ri.gov

Peter F. Neronha
Attorney General

Bureau of Criminal Identification and Investigation
Rhode Island Criminal Record Information

This Rhode Island Criminal Record Information report was generated on 04/11/2024 02:08 PM in response to your request for a **State** Background Check. The report contains **Rhode Island** criminal record information that is maintained by the Attorney General's Bureau of Criminal Identification and Investigation (BCI). This report contains only that **Rhode Island** criminal record information to which the requestor is entitled based on information provided by the requestor at the time of the request.

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

Subject

Name: ROBERT BOUCHARD

Date of Birth: 09-25-1958

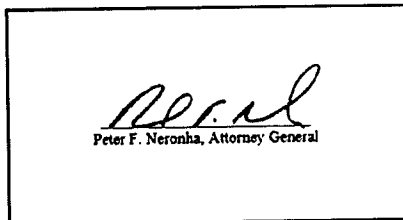
Report Summary

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

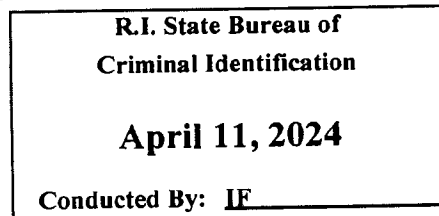
What does this report mean? This report:

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

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



Peter F. Neronha, Attorney General



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



State of Rhode Island
OFFICE OF THE ATTORNEY GENERAL
4 Howard Avenue • Cranston, RI 02920
(401) 274-4400 • www.riag.ri.gov

Peter F. Neronha
Attorney General

Bureau of Criminal Identification and Investigation
Rhode Island Criminal Record Information

This Rhode Island Criminal Record Information report was generated on 04/11/2024 02:07 PM in response to your request for a **State Background Check**. The report contains **Rhode Island** criminal record information that is maintained by the Attorney General's Bureau of Criminal Identification and Investigation (BCI). This report contains only that **Rhode Island** criminal record information to which the requestor is entitled based on information provided by the requestor at the time of the request.

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

Subject

Name: JOYCE BOUCHARD

Date of Birth: 12-21-1957

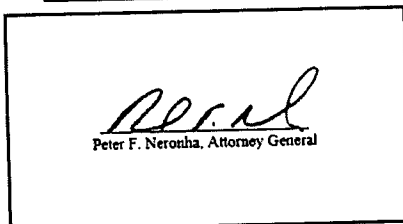
Report Summary

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

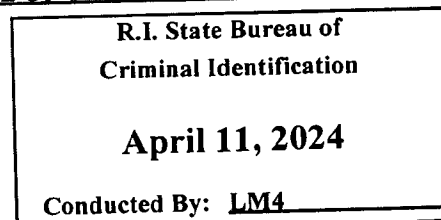
What does this report mean? This report:

- Reflects that BCI does not have any records of a Rhode Island fingerprint-supported arrest that resulted in a criminal conviction or that is pending prosecution.
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Peter F. Neronha, Attorney General



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Rhode Island Department of Business Regulation

1511 Pontiac Avenue, Cranston, RI 02920

Telephone: (401) 462-9506 Fax: (401) 462-9645

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

*Joyce Bouchard
4 Cider Lane
Greenville, Rhode Island 02828*

Business Entity Name:	DBA (Doing Business As):	Name of Mobile Food Establishment/Truck:	DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:
Rhode Island Kona LLC	Kona Ice of Warwick/EG		Rhode Island-21700

*has met the requirements of the Department of Business Regulation and has been granted this license as a Truck which serves Lemonade/Ice Cream .
IN THE STATE OF RHODE ISLAND.*

License Number: MFE-11

Expiration Date: January 26, 2025

State of Rhode Island



Department of Health Center for Food Protection

This is to certify that KONA ICE OF WARWICK EG located at 4 CIDER LANE, SMITHFIELD RI 02828, having given satisfactory evidence that said establishment is qualified in conformity with Chapter 21-27 of the General Laws of 1956, as amended, is hereby granted a

FOOD BUSINESS LICENSE

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

License Number: FSV29030

License: Mobile Food Service - Seasonal/Truck

THIS LICENSE IS NOT TRANSFERABLE.

This license must be posted where consumers can see it.



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

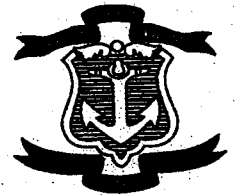


Phone: (401) 574-8955
 TTY Via 711
 Fax: (401) 574-8914
 Email: Tax.Excise@tax.ri.gov

RHODE ISLAND KONA KONA ICE OF WARWICK/EG
 4 CIDER LANE
 GREENVILLE, RI 02828

State of Rhode Island
 DIVISION OF TAXATION

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



ID: 2-0329-1079

ISSUED TO:
 RHODE ISLAND KONA KONA ICE OF WARWICK/EG
 4 CIDER LN
 GREENVILLE, RI 02828-1304

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

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR



DATE ISSUED: 06/17/2024



**STATE OF RHODE ISLAND
DIVISION OF MOTOR VEHICLES**

600 New London Avenue
Cranston RI 02920-3024
Web Address: WWW.DMV.RI.GOV



**RHODE ISLAND KONA LLC
4 CIDER LN
GREENVILLE RI 02828-1304**

Date: 02/29/2024

Registration Certificate

REG NUMBER: 21700	PLATE TYPE: COMMERCIAL	PLATE DESIGN: OCEAN	VEHICLE TYPE: TRUCK	DRIVERS LICENSE: N/A	REG EXP DATE: 03/31/2025
YEAR: 2012	MAKE: CHEVROLET	MODEL: UNKNOWN	BODY TYPE: UNK	MAJOR COLOR: BLUE	MINOR COLOR: BLUE
VEHICLE IDENTIFICATION NUMBER: 1GB0G2BA9C1162211		RENEWAL FEE: \$95.50	GROSS WEIGHT: 9900	# OF PASSENGERS: N/A	# OF CYLINDERS: 8
FUEL TYPE: GAS		CARRYING CAPACITY: N/A	LENGTH: N/A	CCs: N/A	MAX SPEED: N/A
REGISTERED OWNER/LEASING COMPANY: RHODE ISLAND KONA LLC 4 CIDER LN GREENVILLE RI 02828-1304			SECOND OWNER:/LESSEE		

TAX TOWN: SMITHFIELD

- Notice: The law requires that the DMV be notified within 10 days of any change in name or address. Please visit our website to update your address online.
- Plate Cancellation -Excise Tax: Plates must be cancelled with the DMV to ensure the vehicle is removed from the city or town tax rolls. Please retain your receipt as proof of cancellation.
- Every registration plate shall be at all times securely fastened in a horizontal position and be in a condition to be clearly legible. Validation stickers are only to be placed securely on the lower right corner of the registration plate.
- Registration Certificate shall at all times be carried in the vehicle to which it refers or shall be carried by the person driving or in control of such vehicle.
- Proof of valid Insurance/financial security is required as per Rhode Island General Laws § 31-47 (Motor Vehicle Reparatons Act).
- It is your responsibility to renew your registration prior to the expiration date. Failure to do so may result in the assignment of new plates.
- Failure to obtain an Emissions Inspection on or before N/A will result in this vehicle being suspended.
- Not valid without official signature of Administrator.
- Any vehicle operating in excess of legal weight limits is required to have an overweight permit per Chapter 31-25 of the Rhode Island General Laws. Failure to obtain an overweight permit may result in the imposition of fines and/or other penalties.

WALTER R. CRADDOCK
Administrator
Division Of Motor Vehicles

02/29/2024

ON BEHALF OF THE
SMITHFIELD SCHOOL DEPARTMENT



Town of Smithfield

PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.GOV

DATE: September 16, 2024
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director
Dawn Bartz, Superintendent of Schools
Melissa Devine, Director of Financial Operations
Angelo Mencucci, Director of Facilities

RE: The Smithfield School Department seeks Town Council Approval to advertise a Request for Qualifications (RFQ # 24-913) for Owners Project Manager (OPM) RIDE stage I & II.

BACKGROUND

The School Committee at their July 22, 2024 meeting approved the advertising of RFQ # 24-913 to identify companies capable of providing the services of Owners Project Manager (OPM) for projects associated with RIDE stage I & II.

On September 12, 2024 the Town Solicitor reviewed the RFQ document and approved its use.

SUBJECT

The Smithfield School Department is now requesting Town Council approval to advertise RFQ # 24-913 for Owners Project Manager RIDE stage I & II.

If the Town Council grants their approval, the Purchasing Agent will advertise on all four government sponsored websites and local newspaper.

ATTACHMENTS:

Copy of RFQ # 24-913 for Owners Project Manager RIDE stage I & II.

MOTION:

That the Smithfield Town Council, on behalf of the Smithfield School Committee, approve the advertising of RFQ # 24-913 to identify companies capable of providing the services of Owners Project Manager (OPM) for projects associated with RIDE stage I & II.

TOWN OF SMITHFIELD

State of Rhode Island



On Behalf of
The Smithfield School Department



SMITHFIELD
PUBLIC SCHOOLS

Request for Qualifications

RFQ # 24-913

**OWNERS PROJECT MANAGER
RIDE STAGE I & II**

TOWN OF SMITHFIELD

State of Rhode Island

Table of Contents:

Page 1.	Cover page
Page 2.	Table of contents / introduction
Page 3.	Terms & Requirements Instructions
Page 4-5.	Notice to vendors / Service Proposal Terms
Pages 6-9.	RFQ Introduction / Scope of Work / Requirements & Evaluation criteria
Pages 10 - 11.	Proposal Contents / Timeline

Introduction:

The Smithfield School Department is soliciting proposals from qualified firms that provide Owner's Program Management Services as the primary focus of their business. The selected firm will provide Owner's Project Management (OPM) Services for health and safety improvements ("Projects") to assist the Owner in coordinating and managing the Projects from design development through occupancy and to provide confirmation that the facility fulfills the functional and performance requirements of the Owner and consistent with RIDE's Necessity of Construction Guidelines, Stages I and II with the potential for a contract extension beyond Stage II.

There will be a **Non-Mandatory Pre-Proposal Site Visit and Meeting held on October 10, 2024 at 10:00 AM** at the Smithfield High School, 90 Pleasant View Avenue.

Sealed proposals will be received at the Finance office, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am, **Thursday October 17, 2024** at which Time all bids will be publicly opened and read aloud.

TOWN OF SMITHFIELD

State of Rhode Island



ON BEHALF OF



SMITHFIELD

THE SMITHFIELD SCHOOL DEPARTMENT

State of Rhode Island

Terms and Requirements for Request for Qualifications

Item Description: **Owners Project Management (OPM) Stage I & II – SMITHFIELD SCHOOL DEPARTMENT**
Date and Time to be OPENED: **Thursday, October 17, 2024 at 10:00 AM**

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

Instructions

1. Applicants must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Town Purchasing Agent**, 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. 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**.
6. One original proposal, six **copies**, and an electronic copy on a USB Flash Drive shall be submitted.

TOWN OF SMITHFIELD

State of Rhode Island

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 that is most advantageous to the Town.
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. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of submissions may be seen on the Town's website (www.smithfieldri.com/bids)
6. 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.
7. No services should be delivered or work started without Notice from the Town.
8. Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the submission.
9. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFQ are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFQ may be rejected as being non-responsive.
10. All costs associated with developing or submitting a proposal in response to this RFQ or for providing oral or written clarification of its content, shall be borne by the vendor. The Smithfield School Department assumes no responsibility for these costs even if the RFQ is cancelled or continued.
11. Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date, and may not be withdrawn, except with the express written permission of the Smithfield School Department.
12. 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**

TOWN OF SMITHFIELD

State of Rhode Island

It is intended that an award pursuant to this RFQ will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

1. The purchase of goods and/or services under an award made pursuant to this RFQ will be contingent on the availability of appropriated funds.
2. Vendors are advised that all materials submitted to the Smithfield School Department for consideration in response to this RFQ may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.
3. Once under contract, all individuals working on school grounds must have a current National (BCI) criminal investigation on file with the Smithfield School Department.
4. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).

SERVICE PROPOSAL TERMS:

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
2. Awards will be made within ninety (90) days of the opening of submittals.
3. This is a Request for Qualifications, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal and firms will be ranked in order of responsiveness. The top firm will be selected and enter into fee negotiations with the Smithfield School Department. If an agreement cannot be reached between these parties, the Smithfield School Department may elect to enter into negotiations with the next highest ranked firm.
4. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Section 29, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
5. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third person, or their agents, servants and/or claimed under them.

Town of Smithfield, Purchasing Agent
64 Farnum Pike
Smithfield, RI 02917
csantos@smithfieldri.gov

TOWN OF SMITHFIELD

State of Rhode Island

INTRODUCTION:

The Smithfield School Department is soliciting qualifications from Owner's Program Management firms to provide professional services consistent with RIDE's Necessity of Construction Guidelines.

Link to referenced Standards:

<http://www.ride.ri.gov/FundingFinance/SchoolBuildingAuthority/NecessityofSchoolConstruction.aspx>

The contract period will begin approximately November 6, 2024.

This is a Request for Qualifications, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal and firms will be ranked in order of responsiveness. The top firm will be selected and enter into fee negotiations with the Smithfield School Department. If an agreement cannot be reached between these parties, the Smithfield School Department may elect to enter into negotiations with the next highest ranked firm.

SCOPE OF WORK AND REQUIREMENTS:

PROJECT ADMINISTRATION

- Development of project communications plan among team members, Town entities, and public;
- Provide data and photos for project website;
- Assist Designer in obtaining approvals for all RIDE design submissions;
- Assist Town and School Building Committee in preparation of all information, documentation and reports required by RIDE;
- Prepare agendas for School Building Committee meetings, record minutes, and produce weekly and monthly project reports;
- On behalf of Town and School Building Committee, attend Owner, Architect and Contractor meetings and review all meeting minutes for completeness and accuracy;
- Prepare and submit comprehensive monthly project report to Town and School Building Committee;
- Track compliance with MBE/WBE/DBE requirements for contractors and vendors, submit DOA approved reports to RIDE;
- Track compliance with certified payroll requirements for all project contractors, subcontractors and vendors;
- Maintain complete and comprehensive files of all project documents for the School Department;
- Track compliance with the apprenticeship program; and
- Provide update on energy tracking information post occupancy.
- Assist and advise the School Department in selection of choosing a GC, CM or CMaR model for the construction project(s).

TOWN OF SMITHFIELD

State of Rhode Island

FINANCIAL

- Assist in the development of the final Total Project Budget, maintain and update the budget throughout project term;
- Maintain project budget records, by category, in a format that tracks RIDE reimbursable / non-reimbursable expenses;
- Assist in submission for RIDE Memorandum of Agreement (MOA);
- Develop project cash flow projections, work closely with Town and School Department Finance Director's on the review of all applications for payment and invoices submitted to the Town, offer payment recommendations;
- Prepare and submit RIDE monthly Progress Payment Request Forms for SBA Capital Fund reimbursement or Housing Aid forms with all necessary supporting documentation and any submissions to RIHEBC;
- Coordinate monthly work-in-place reviews with RIDE's consultant as part of payment process;

GENERAL CONTRACTOR / CONSTRUCTION MANAGER/ CONSTRUCTION MANAGER AT RISK AS APPLICABLE (HEREIN COLLECTIVELY REFERRED TO AS "GC/CM") SELECTION

- Advise Town in construction delivery options;
- Prepare request for qualifications, public notice, solicitation, scope of required services, and evaluation criteria in accordance with RIDE School Construction Regulations;
- Assist and advise Town and School Building Committee in selection of GC/CM's to proceed to Statement of Qualifications;
- Assist and advise Town and School Building Committee in selection of GC/CM's to proceed to Request for Proposals;
- Provide assistance, consultation, guidance in negotiation of GC/CM contract and Guaranteed Maximum Price ("GMP"); and
- Assist with negotiating fair and reasonable GC/CM allowances and contingencies.

DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASES

- Provide oversight of Designer and GC/CM activities, review estimates, and reconcile variances with Designer and GC/CM;
- Maintain and update Project Budget and Schedule, coordinate commissioning recommendations with design;
- Work with Designer and GC/CM to develop schedule and production of early bid/proposal packages; and
- Ensure that Designer is designing to Budget and Schedule for each phase.

COST ESTIMATING

Prepare three detailed construction estimates at Schematic Design, Design Development and Construction Documents

- Record and track design phase estimates to Project Budget, prepare cost estimate submissions to RIDE;
- If design phase estimates exceed budget, consult with Designer and GC/CM, recommend revisions to the School Building Committee; and
- Coordinate the preparation of multiple construction cost estimates by designer, and GC/CM at each phase and assist in reconciliation of any differences

TOWN OF SMITHFIELD

State of Rhode Island

SCHEDULING

- Develop overall Project Baseline Schedule and detailed Milestone Schedule, incorporate GC/CM's construction schedule when developed;
- Assess actual project progress to baseline schedule, report variances to Town and School Building Committee;
- In the event of schedule slippage, consult with Designer and GC/CM to develop recovery schedule activities; and
- Advise Town and School Building Committee as to recommended recovery schedule activities, when required.

CONSTRUCTION

- Provide on-site representation from start of major construction to substantial completion whenever construction is occurring (hours to be determined by project);
- Monitor Designer's and GC/CM's construction administration activities to ensure contract compliance and timely decisions;
- Perform quality control inspections of work completed to verify compliance with contract documents;
- Monitor GC/CM's compliance with contract documents and quality control specifications;
- Develop and maintain a Rolling Completion List of non-conforming items to mitigate punch list items;
- Ensure all construction personnel and vendors have passed CORI (criminal offender record info) checks;
- Ensure enforcement of zero tolerance policies regarding student / staff non-contact, foul language, and smoking;
- Consult daily with School Department, or designee(s), regarding construction activities, impacts, issues, and resolve with GC/CM;
- Develop and coordinate with School Department any safety and logistics plans to protect and ensure safety of occupants during construction;
- Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked;
- Review and comment on GC/CM's baseline schedule of values and baseline schedule;
- Prepare and maintain detailed daily, weekly and monthly reports recording all project data and activity;
- Track time and material change order work, when utilized as basis for changes;
- Maintain and update on a daily basis, if needed, current contract drawings, specifications and logs;
- Take extensive daily photographs of progress, record and maintain project's photo log;
- Identify potential issues, report to Designer and GC/CM, maintain project issues log, and track to resolution;
- Schedule commissioning consultant, track submission of reports, follow-up actions by Designer and GC/CM;
- Review GC/CM's draft monthly requisition for payment, make recommendations to Owner and Designer;
- Manage and schedule independent air quality testing for each phase of the Project;
- Assist Designer with identification of punch list items; and
- Ensure project closeout and that post occupancy commissioning occurs.

TOWN OF SMITHFIELD

State of Rhode Island

CHANGE ORDER REVIEWS

- Review all change order submissions and schedule extension claims, and recommendations to School Building Committee and Designer; and
- Maintain detailed contingency log, tracking potential change orders;

TECHNICAL PROPOSAL:

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications:** Provide staff resumes and describe qualifications and experience of key staff who will be involved in this project, including their experience with RIDE projects.
2. **Capability, Capacity, and Qualifications of the Offeror:** Please provide a firm profile that includes office location, detailing relevant Rhode Island experience and areas of expertise. A list of current client references must be provided, please include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
3. **Work Plan:** Please describe in detail, your plan for completing the work. The work plan should clearly identify participation by consultants.
4. **Approach/Methodology:** Please describe your project approach, including project controls, highlighting any key differentiators that may set your firm apart.
5. **Insurance:** List all insurance coverage currently carried by the firm including professional liability and general liability as a minimum.

EVALUATION AND SELECTION:

Proposals shall be reviewed by a technical evaluation committee (“TEC”).

The TEC first shall consider technical proposals.

The Smithfield School Department reserves the right to select the vendor(s) or firm(s) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	25 Points
Capability, Capacity, and Qualifications of the Offer	25 Points
Work Plan	25 Points
Approach Proposed	25 Points
Total Possible Technical Points	100 Points

General Evaluation: Points shall be assigned based on the vendor’s clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

TOWN OF SMITHFIELD

State of Rhode Island

PROPOSAL CONTENTS:

Proposals shall include the following:

Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects (including the experience, background and a criminal background check of all individuals assigned work on the construction projects), and all information described earlier in this solicitation.

- a. One (1) Electronic copy on a USB Flash Drive, marked “Technical Proposal – Original.”
- b. One (1) printed paper copy, marked “Owners Project Manager RIDE Stage I and II - Original” and signed.
- c. Six (6) printed paper copies.

There shall be a Pre-Proposal Meeting on Thursday, October 10, 2024 at 10:00AM at the Smithfield High School 90 Pleasant View Ave., Smithfield, RI 02917.

1. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.
2. Responders must guarantee that the services can be provided to the Smithfield School Department within the time specified in the proposal form.
3. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
4. Inquiries concerning clarification on any portion of this RFQ should be made to:

Purchasing Agent
64 Farnum Pike
Smithfield, RI 02917
csantos@smithfieldri.gov

No vendor questions will be accepted after October 15, 2024 @ 4:00pm

TOWN OF SMITHFIELD

State of Rhode Island

FINAL SELECTION:

1. The Smithfield Town Council will select a firm after taking into account the recommendation submitted by the evaluation committee as well as the review by the Smithfield School Committee. Following the notification of the firm selected, it is expected a contract will be executed by the parties. If contract terms are not agreed upon within a timeframe set by the Town Manager, the Town reserves the right to cancel any award or selection and select another vendor, without recourse of any type.
2. A firm's submission of a proposal indicates acceptance of all the conditions contained in this RFQ unless clearly and specifically noted in the proposal submitted.

TIMELINE:

Request for Proposals Issued	October 2, 2024 at 10:00 AM
Non-Mandatory Pre-Proposal Site Visit & Meeting	October 10, 2024 at 10:00 AM
Deadline for questions from vendors	October 15, 2024 at 4:00 PM
Proposal Due Date and Opening	October 17, 2024 at 10:00 AM

ON BEHALF OF THE
SMITHFIELD SCHOOL DEPARTMENT



SMITHFIELD
PUBLIC SCHOOLS

Town of Smithfield



PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.GOV

DATE: October 25, 2024
TO: **Honorable Town Council**
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director
Dawn Bartz, Superintendent of Schools
Melissa Devine, Director of Financial Operations
Angelo Mencucci, Director of Buildings & Grounds

RE: Request for Proposal (RFP # 24-925) to Furnish and Install an Electronic Messaging Board at Smithfield High School.

BACKGROUND:

The Smithfield School Committee is requesting Town Council approval to have the Purchasing Agent advertise RFP # 24-925 to furnish and install an Electronic Messaging Board at Smithfield High School. The School Department received a \$15,000.00 donation from the Smithfield High School Class of 2020.

This is subject to School Committee approval at their October 7, 2024 meeting.

The Town Solicitor has reviewed and approved the use of this RFP.

FINANCIAL IMPACT:

Donation from the Smithfield High School Class of 2020.

ATTACHMENTS:

Copy of RFP.

MOTION:

That the Smithfield Town Council hereby approve the advertisement of RFP # 24-925 to furnish and install an Electronic Messaging Board at Smithfield High School. The School Department received a \$15,000.00 donation from the Smithfield High School Class of 2020. Subject to School Committee approval at their Monday, October 7, 2024 meeting.

TOWN OF SMITHFIELD

State of Rhode Island

TOWN OF SMITHFIELD



ON BEHALF OF THE SMITHFIELD SCHOOL DEPARTMENT



SMITHFIELD
PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

RFP # 24-925

Furnish and Install an Electronic Messaging Board at Smithfield High School.

TOWN OF SMITHFIELD

State of Rhode Island

TABLE OF CONTENTS:

Page 1	Cover page
Page 2	Table of Contents/Project Description
Page 3	Terms and Requirements
Page 4	Notice to Vendors
Pages 5 – 7	Scope of Work
Page 8	Attachment “A” Cost Proposal Form

PROJECT DESCRIPTION:

The Town of Smithfield on behalf of the Smithfield School Department is requesting sealed bids/proposals to furnish and install one (1) Electronic Message Board for Smithfield High School that includes a full Turnkey Operation.

A Turn Key Operation which includes equipment purchase & installation and electrical installation and site work. Connectivity - hardwired to be included in the proposal. Labor, equipment and drawings to scale cost and permitting must be included in the pricing proposal.

Sealed proposals will be received by the Purchasing Agent, Finance Office, Smithfield Town Hall, 64 Farnum Pike, Smithfield RI 02917 until 10:00am on October 12, 2024 at which time all bids will be publicly opened in the Town Council Chambers 2nd floor of Town Hall.

TOWN OF SMITHFIELD

State of Rhode Island



ON BEHALF OF



SMITHFIELD

THE SMITHFIELD SCHOOL DEPARTMENT

State of Rhode Island

Terms and Requirements for Request for Proposal

Item Description: **HIGH SCHOOL ELECTRONIC MESSAGING BOARD – SMITHFIELD SCHOOL DEPARTMENT**

Date and Time to be **OPENED: Thursday, October 24, 2024 at 10:00 AM**

Non-Mandatory Contractor Tour Date: Thursday, October 15, 2024 at 10:00 AM

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

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Purchasing Agent**, 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.

TOWN OF SMITHFIELD

State of Rhode Island

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 are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be considered.
10. The 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. A certificate of insurance shall be required of a successful bidder within five (5) days of contract award. The Town of Smithfield shall be an *additionally named insured* in the title holder box of said certificate.
12. 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).
13. No goods should be delivered or work started without Notice from the Town.
14. 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**

TOWN OF SMITHFIELD

State of Rhode Island

Scope of Services / Product

Provide one (1) Electronic Message Board for Smithfield High School that includes Furnish and Install to a full Turnkey Operation.

A Turn Key Operation which includes equipment purchase & installation and electrical installation and site work. Connectivity - hardwired to be included in the proposal. Labor, equipment and drawings to scale cost and permitting must be included in the pricing proposal. Lead time from ordering of equipment to completion of project must be noted in the proposal submission.

Site area upon completion of install should be returned to original condition.

Labor and equipment warranty included for up to 1 year after final installation and District inspection.

The contractor will be responsible for all permits and licenses in accordance with local and state law.

Also, the successful contractor will be required to receive approvals from all Town and State officials associated with the installation of an Illuminated Electronic Messaging Board.

Exterior Electronic Message Board Recommended Specifications

- Pixel Pitch: W10mm LED RGB
- Pixel Matrix: 60 X 180
- Cabinet Size: 29"H X 104.5" L X 5" D
- Viewing Area: 24"H X 72" L
- Cabinet Style: Single Face
- Character Size: 7 Lines / 36.0 characters at 3" type
- 5 year manufactures warranty
- Includes graphic software
- Includes software training
- Wireless Capabilities

REQUIREMENTS:

1. There will be a **Non-Mandatory Pre-Proposal Site Visit and Meeting held on October 15, 2024 at 10:00 AM** at the Smithfield High School, 90 Pleasant View Avenue.
2. Each responder shall be held as to have visited and examined the premises, the equipment as compared to specifications requirements, the condition of equipment, any obstructions, etc. that would interfere with satisfactorily carrying out the work prior to proposal submission.
3. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.
4. Responders must guarantee that the services can be provided to the Smithfield School Department within the time specified in the proposal form.
5. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
6. Inquiries:

TOWN OF SMITHFIELD

State of Rhode Island

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

Carlos Santos

Purchasing Agent

64 Farnum Pike

Smithfield, RI 02917

csantos@smithfieldri.gov

Cost Proposal:

- i. The cost proposal should include the following information:
 - a. The responder shall submit Attachment “A” filled out completely.
 - b. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
 - c. The pricing shall remain for the duration of the contract.

7. Proposal – to include the following:

- i. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff, support and professional employees.
- ii. Background information regarding the specific individuals who will be responsible for running this project from your agency.
- iii. List at least three (3) references of other clients that are non-profit organizations, include the name and telephone number of a person to contact.
- iv. List any prior services or products supplied to the Town of Smithfield.

8. Evaluation Criteria:

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

		Score
1.	Company Information and Years in Business	20
2.	Required documents stated in RFP	20
3.	Experience and References	20
4.	Business located in Smithfield	5
5.	Pricing	35
	Grand Total	100

8. No vendor questions will be accepted after October 21, 2024 at 4:00 PM

TOWN OF SMITHFIELD

State of Rhode Island

FINAL SELECTION:

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

TIMELINE:

Request for Proposals Issued	October 8, 2024 at 10:00 AM
Non-Mandatory Pre-Proposal Site Visit & Meeting	October 15, 2024 at 10:00 AM
Deadline for questions from vendors	October 21, 2024 at 4:00 PM
Proposal Due Date and Opening	October 24, 2024 at 10:00 AM

TOWN OF SMITHFIELD

State of Rhode Island



ON BEHALF OF



SMITHFIELD

THE SMITHFIELD SCHOOL DEPARTMENT

ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: **HIGH SCHOOL ELECTRONIC MESSAGING BOARD – SMITHFIELD SCHOOL DEPARTMENT**

Date and time to be opened: **Thursday, October 24, 2024 at 10:00 AM**

VENDOR NAME:	
VENDOR ADDRESS:	
CITY, STATE, ZIP:	
Soc. Sec. # or Fed. ID #	

Contract Year: July 1, 2024 – June 30, 2025

Proposal (Includes all Material, Labor and Equipment): HIGH SCHOOL ELECTRONIC MESSAGING BOARD:

Total Lump Sum Cost in *Numbers*: _____

Total Lump Sum Cost in *Words*:

PHONE _____ FAX _____

EMAIL _____

CONTACT PERSON NAME _____ TITLE _____



Memorandum

September 18, 2024

TO: Honorable Smithfield Town Council
FROM: Thomas J. Tullie, Ice Rink Director
SUBJECT: Advertise RFP-240820 for replacement of Flue Pipes to Infrared heaters.

SUBJECT:

The Smithfield Municipal Ice Rink hereby requests that the Town Council authorize the Purchasing Agent to advertise a new Request for Proposal (RFP # 240820) for Infrared Heater Flue Pipe Replacement.

BACKGROUND:

The Town of Smithfield is seeking proposals for the replacement of flue pipes for the Infrared Heaters. The selected vendor will be responsible for removing and disposing of the existing vent flue piping and supply and install new vent flue piping to the four (4) infrared hanging space heaters at the Smithfield Municipal Ice Rink.

FINANCIAL IMPACT:

The funds for this project will come from the Ice Rink Operating Fund.

ATTACHMENTS:

Copy of RFP # 240820 for the Replacement of Flue Pipes for the Ice Rink's Infrared Heaters.

MOTION:

MOVED, that the Smithfield Town Council authorizes the advertisement of RFP # 240820 for the Ice Rink's Infrared Heater Flue Pipe Replacement.

Town of Smithfield, RI

Request for Proposals



RFP # 240820

Municipal Ice Rink

Infrared Heater Flue Pipe Replacement

Table of contents:

Page 1	RFP # 240820 cover sheet
Page 2	RFP Table of Contents & Summary
Pages 3 to 9	RFP Manual
Page10	Attachment “A” Cost Proposal Form

Summary:

The Town of Smithfield is seeking proposals for Infrared Heater Flue Pipe Replacement. The selected vendor will responsible for removing and disposing existing flue piping to four (4) infrared hanging space heaters and supply and install new vent flue piping at the Municipal Ice Rink, located at 109 Pleasant View Avenue, Smithfield RI 02917.

Sealed proposals may be received at the Finance Office to the attention of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield RI 02917 until 10:00am on Wednesday, October 23, 2024 at which time all bids will be publicly opened and read aloud.

TOWN OF SMITHFIELD
RHODE ISLAND



Terms and Requirements for Request for Proposal

Item Description: **Municipal Ice Rink - Infrared Heater Flue Pipe Replacement**
Date and Time to be **OPENED: Wednesday, October 23, 2024 at 10:00AM**

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

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Town Purchasing Agent**, Smithfield Town Hall, 64 Farnum Pike, Smithfield RI, 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have "**NOT A BID**" written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED** WHEN APPLICABLE. Do not group items: price each item individually. Awards may be made on the basis of **total** proposal or by **individual items**.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **three copies** shall be submitted.
8. **There shall be a Mandatory Pre-Proposal Site Visit and Meeting to consider and qualify perspective responders on Tuesday, October 15, 2024 at 10:00AM at the Smithfield Town Hall, Town Council Chambers, 64 Farnum Pike, Smithfield RI 02917.**

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 shall be an *additionally named insured* in the title holder box of said certificate.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37- 13-1 et seq. as amended).
15. No goods should be delivered or work started without a Notice to Proceed from the Town.
16. In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island

to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1- 2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO).

The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Dorinda Keene at the MBECO at (401) 574-8670 or via email at Dorinda.Keene@doa.ri.gov.

17. All Town of Smithfield Community Development Block Grant Programs (CDBG) contracts will now include a section on debarred contractors that requires the Town to verify that contractors are not debarred. To that end, we will require all proposers to provide their UEI number so we can verify that they are not debarred.
 - (a) Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are excluded from receiving contracts. The Town of Smithfield will not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the agency head determines that there is a compelling reason for such action. Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are also excluded from conducting business with the Town of Smithfield as agents or representatives of other contractors.

CONSTRUCTION AND SERVICE PROPOSAL TERMS

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

a. A CERTIFIED CHECK for **\$10,000**; OR

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

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

2. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
3. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
4. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with law or the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
5. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
6. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Section 29, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
7. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third person, or their agents, servants and/or claimed under them.
8. The successful responder shall, prior to commencing performance under the contract, post a **Performance and Payment Bond** with a satisfactory surety company in a sum equal to one hundred per centum (100%) of the amount of the award contract.

A. BACKGROUND

The Town of Smithfield is seeking proposals to remove and dispose of existing flue piping to four (4) infrared hanging space heaters of the Smithfield Municipal Ice Rink and supply and install new B-vent flue piping.

B. SPECIFICATIONS

1. Isolate, lock out/tag out existing electrical service to each Space Ray infrared heater.
2. Remove and properly dispose of existing 4" B-vent.
3. Provide and install each unit heater with one (1) new 4" Type-B gas vent including 12' vertical riser through roof including rain cap, storm collar, and flat roof flashing; to be installed in same location as existing.
4. Provide and install necessary fittings and pipes to adapt to each Space Ray heater.
5. Start and test for proper operation.
6. The Town of Smithfield will not charge a fee for issuance of mechanical permit by Building Officials.

C. REQUIREMENTS

1. Insurance – Contractor is required to provide evidence of auto liability, general liability and workers' compensation coverage.
2. Have sufficient manpower to complete the project in a timely manner.
3. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.
4. Responders must guarantee that the services can be provided within the time specified by the Town.
5. In the case of proposing equivalent or better products bidders must furnish sufficient descriptive literature with their bids to show that the product offered meets applicable specifications.
6. Products which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
7. Submitted proposals which do not, in the opinion of the Town, meet the specified requirements will not be accepted.

D. INQUIRIES

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

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

Deadline for questions from vendors is Friday, October 18, 2024 at 4:00 PM.

E. PROPOSAL

To include the following:

1. An outline of the services provided by the agency and company representatives.
2. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff, support and profession employees.
3. List any past experience providing services to the Town.

F. COST PROPOSAL

The cost proposal should include the following information:

1. The responder shall submit Attachment “A” filled out completely.
2. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
3. The pricing shall remain until the completion of the project.

G. EVALUATION CRITERIA:

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

		Score
1.	Company Information and Years in Business	10
2.	Required documents stated in RFP	20
3.	Past Experience with the Town and References	25
4.	Business Location in Town	10
5.	Pricing	35
	Grand Total	100

H. FINAL SELECTION

- The Smithfield Town Council will select a firm based upon the recommendation submitted by the evaluation committee. Following the notification of the firm selected, it is expected a contract will be executed between the parties.
- A firm’s submission of a proposal indicates acceptance of the conditions contained in this Proposal Specification unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the firm selected.

I. TIMELINE:

Request for Proposals Issued	October 2, 2024
Mandatory Pre-Proposal Site Visit & Meeting	October 15, 2024 at 10:00 AM
Deadline for questions from vendors	October 18, 2024 at 4:00 PM
Proposal Due Date and Opening	October 23, 2024 at 10:00 AM
Estimated Town Council approval date	November 19, 2024

Town of Smithfield, RI



ATTACHMENT A COST PROPOSAL FORM

Agrees to respond on: Municipal Ice Rink - Infrared Heater Flue Pipe Replacement Date and time to be opened: Wednesday, October 23, 2024 at 10:00AM	
VENDOR NAME:	
VENDOR ADDRESS:	
CITY, STATE, ZIP:	
Soc. Sec. # or Fed. ID #	

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

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

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

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

1. Municipal Ice Rink - Infrared Heater Flue Pipe Replacement - Lump Sum Cost:

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

EMAIL: _____

PHONE _____ FAX _____

CONTACT PERSON NAME TITLE

AUTHORIZED SIGNATURE



Town of Smithfield

OFFICE OF THE FINANCE DIRECTOR
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1072 FACSIMILE: (401) 233-1060
EMAIL: CCHOINIERE@SMITHFIELDRI.GOV

CAITLYN CHOINIÈRE, RICC
FINANCE DIRECTOR

DATE: September 24, 2024
TO: The Honorable Smithfield Town Council
CC: Randy Rossi, Town Manager
FROM: Caitlyn Choiniere, Finance Director
RE: Town Insurance Broker

The Town of Smithfield went out to bid for a Town Insurance Broker, which had its bid opening on September 11, 2024 at 10:00 AM. The primary goal of this RFP was to have an advocate that can assist in the identification and evaluation of exposures and expand insurance protection where necessary. They would also be able to develop appropriate risk treatment strategies and help resolve insurance-related service and claim problems.

Both vendors submitted bids that were in compliance with the specifications set forth within the request for proposals. Additionally, both vendors are viable candidates with excellent experience in this field.

Based on the qualifications of each vendor, it is my recommendation to award this contract to Capital City Insurance Agency, as they are the lowest qualified bidder for this contract. Funding is available for this contract within the Town's System-Wide Municipal Obligations Department, in account 0102110-0712 (Insurance Premium).

Recommended Motion:

That the Smithfield Town Council hereby approve the Town Insurance Broker contract, to the lowest qualified bidder, Capital City Insurance Agency.

Town of Smithfield

RFP For Broker

September 11, 2024

Presented By: Capital City Insurance Agency

Table of Contents

I. Bid and Fee Schedule

II. License Information

III. Technical Criteria/ Services Provided

IV. Business Organization

V. Qualifications/ Recommendations

VI. Joint Venture/ Partnerships

CAPITAL CITY INSURANCE AGENCY, LLC

We, the members of Capital City Insurance Agency LLC, are very pleased to provide the Town of Smithfield with a comprehensive evaluation of their insurance needs. We have reached out to the well-established and deep-rooted brokerage firms who have a long record of success serving public entities all over Rhode Island. With over 30 years of experience in serving cities, towns, and municipalities we are confident that we can provide the Town of Smithfield with adequate and exceptional service for all your insurance needs.

Town of Smithfield



BID FORM

Item Description: **Town Insurance Broker.**
Date and Time to be **OPENED**: 10:00am on Wednesday, September 11, 2024

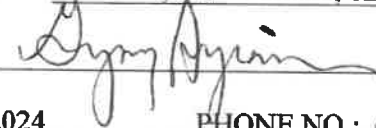
BIDDER: Capital City Insurance Agency, LLC

CONTACT PERSON: Gregory Ayrassian

PROJECT MANAGER: David Ayrassian

NUMBER & STREET: 870 Oaklawn Ave.

CITY/STATE/ZIP: Cranston, Rhode Island, 02920

SIGNATURE: 

DATE: 08/27/2024 PHONE NO.: (401) 946-9000

E-MAIL: ga@capcity-ins.com

Being a Corporation, incorporated under
the laws of the State of:

Rhode Island

Composed of officers, partners or owner as follows:

Owner- Gregory Ayrassian Minority Owner- David Ayrassian
(President) (Owner) (Partner/s)

OR

(Partnership/Individual)

General Information

Is your firm a sole proprietorship doing business under a different name? ___ Yes X No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? X Yes ___ No

Will any of the work spelled out in this bid be outsourced? ___ Yes X No

If so, please explain below:

Have you or your firm been subject to suspension, debarment or criminal conviction by the Town of Smithfield, the State of Rhode Island, or any other jurisdiction?

Yes: ___ No: X

Have the Town of Smithfield and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: ___ No: X

Has your firm ever withdrawn from a contract with the Town of Smithfield and/or the State of Rhode Island during its performance?

Yes: ___ No: X

Have you or your firm been involved in litigation against the Town of Smithfield and/or the State of Rhode Island.

Yes: ___ No: X

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the Town of Smithfield and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? Yes No

Please describe the nature and extent of all insurance coverage:

Broker for all Insurance handled for the Town of Smithfield

Addenda

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

Addendum #1, Dated: Zero

Addendum #2, Dated: Zero

Addendum #3, Dated: Zero

References

Please list at least four (4) companies with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the Town of Smithfield, and a website address should be included if available.

Reference #1

Company Name: Town of Johnston
Contact Person: Doug Jeffrey Telephone #: (401) 553-8800
Contract Dates: 2003 To Present
Website Address: https://townofjohnstonri.com/

Reference # 2

Company Name: Cranston Public Schools
Contact Person: Joseph Balducci Telephone #: (401) 270-8198
Contract Dates: 2003 To Present
Website Address: https://www.cpsed.net/

Reference # 3

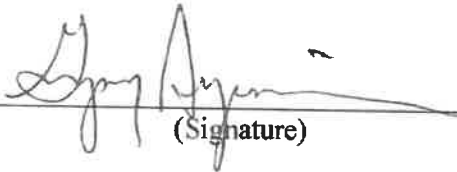
Company Name: Narragansett Bay Commission
Contact Person: Laurie Horridge Telephone #: (401) 461-8848 Ext 333
Contract Dates: 2014 To Present
Website Address: https://www.narrabay.com/

Reference # 4

Company Name: Town of North Providence
Contact Person: Albert Costa Telephone #: (401) 232-0999 Ext 1236
Contract Dates: May, 2024 To Present
Website Address: https://northprovidenceri.gov

Bid Form Signature

Gregory Ayrassian
(Bidder Name – Please Print)

By: 
(Signature)

Title: Owner

******* BID FORM MUST BE SIGNED *******

CAPITAL CITY INSURANCE AGENCY, LLC

Tab I: RFP Form/ Fee Schedule

Fee Schedule

There is no financial responsibility owed by the Town of Smithfield other than their insurance premium, as Capital City Insurance Agency is compensated by the insurance provider.

CAPITAL CITY INSURANCE AGENCY LLC
870 OAKLAWN AVE.
CRANSTON RI 02920



State of Rhode Island
Department of Business Regulation
Insurance Division

License No: 1089622

NPN: 7405658

CAPITAL CITY INSURANCE AGENCY LLC

Is licensed to engage in the business of insurance in the State of Rhode Island in the capacity stated below.

RESIDENT

LICENSE TYPE	EXPIRATION DATE	LINE OF AUTHORITY CODE
Insurance Producer	05/31/2026	Casualty Property Life Health, Accident or Sickness(Health)

Elizabeth Kelleher Dwyer
Elizabeth Kelleher Dwyer, Superintendent of Insurance

Capital City Insurance Agency LLC

Service Provided / Offered

If the successful bidder, loss control and servicing will be provided by specialized insurance carriers once a comprehensive review of past claims data is completed. This will be undertaken to ensure Capital City Insurance can best evaluate where the Town of Smithfield requires loss control and safeguarding services. Capital City Insurance will also partner with Insurance Carriers to provide, maintain, update, and evaluate all losses and reserves that are placed on each claim reported.

Capital City Insurance several years ago invested in an internal "Data Processing System" with a Chicago, Illinois based company, Zywave. This allows our team to manage all insurance data and monitor our accounts to safeguard all insurance policy information, along with all notes and critical correspondence. This is both a direct company contact and a web-based product which allows Capital City Insurance access from anywhere in the world, in the event circumstances arise that require immediate attention.

If the successful bidder, Capital City Insurance will retain, **at its own expense**, a risk management company to assess all the Town of Smithfield's current insurance policies and coverage. The results of the risk analysis assessment will be provided forthwith to Capital City Insurance and Smithfield. Together, Capital City Insurance and the Town of Smithfield will collaborate to implement all necessary risk assessment recommendations, thus, it will significantly strengthen the entire insurance package. Capital City Insurance will conduct the risk assessment review on behalf of the Town of Smithfield on a biannual basis.

Lastly, based upon Capital City Insurance's expertise providing public entities, quasi-public entities and municipalities quality and cost-effective insurance and brokerage services for over 30 years, we are confident that we, along with our business partners, the CRC Group and Boston Insurance Brokerage, can critique and evaluate all manners of insurance coverage and risk assessment that are or will be required by the Town of Smithfield. Capital City Insurance takes pride in its' ability to monitor consistently any and all trends in the insurance and brokerage markets and has the utmost confidence that it will provide the most effective and efficient coverage available to the Town of Smithfield.

Capital City Insurance Agency

Organizational Description

Account Executive and Team Members

Capital City Insurance Agency, LLC is located at 870 Oaklawn Ave Cranston RI 02920. This is its' principal place of business. If selected as the successful bid, there are four principal Capital City Insurance Agency personnel that will service your account.

Gregory Ayrassian is the sole proprietor and founder of Capital City Insurance. Mr. Ayrassian has been a licensed insurance producer and broker for over thirty-two (32) years. He is primarily responsible for Capital City Insurance's large clients, and if selected by the Town of Smithfield, Mr. Ayrassian will be the primary contact. Capital City Insurance is the main insurance producer and coverage provider for The Narragansett Bay Commission, The City of Cranston and Cranston School Department, The Town of Johnston, and Town of Johnston School Department. In addition, Capital City Insurance oversees many other diversified mid-level to large private personal and corporate insurance accounts.

Gary Bucci is an additional insurance provider and broker working with Capital City Insurance who will also participate in managing and servicing The Town of Smithfield's insurance needs. Mr. Bucci has thirty-four (34) years of experience ranging from working at John Hancock Insurance Company and the United States Insurance Company to owning and running his own insurance agency. Mr. Bucci is presently responsible for many large corporate and private insurance accounts and based upon his experience and training he is well suited to bringing his insurance acumen to the Town of Smithfield.

Dennis Shine is another insurance Producer in our agency with a wealth of knowledge in the insurance industry. Mr. Shine is an experienced insurance producer and broker with extensive underwriting experience for corporate insurance as well as an agency insurance producer. Mr. Shine, before joining Capital City Insurance, was a representative and underwriter for Harleysville Insurance Company in Massachusetts. Further, Mr. Shine manages a diverse portfolio of large commercial insurance accounts.

Eric Zarella has been in the insurance business on the service industry side for approximately fourteen (14) years. Mr. Zarella serves as Capital City Insurance's main support staff for large accounts. Mr. Zarella has a niche for attention to detail and due diligence. Along with Mr. Ayrassian, Mr. Zarella ensures that every Capital City Insurance account is up to date and upkept with the most cost-effective insurance coverage currently available on the market.

Capital City Insurance is confident that this is the right team to manage the Town of Smithfield's insurance coverage and brokerage needs.



COMMERCIAL

Capital City offers a full array of commercial products to meet your business needs. We understand that your business is your financial lifeline, so we make certain that the right products are in place to maximize your coverage and protect your business.

Property Coverage covers you for damaged property including your building, contents and inventory.

General Liability Coverage protects you against unforeseen circumstances arising from negligence. Some businesses need additional, specific liability coverages. Professionals, like attorneys or consultants, should consider Professional liability coverage as protection against suits from work-related mistakes.

Business Owner's Policy provides a broader coverage for the small business owner. It is a package that is priced competitively and allows customization through additional coverages. We will assess if a BOP works for you.

Umbrella Coverage is an extended liability coverage that protects you from a judgment larger than your General Liability, Commercial Auto or other liability policy limits of coverage. Umbrella policy premiums are usually inexpensive.

Commercial Auto Coverage is needed for your business's company cars or delivery trucks. The liability portion of the policy

covers damages to another party from an accident which is caused by a vehicle used by your company. There are several commercial auto coverage options: any autos, scheduled autos, hired autos, and non-owned autos.

Business Interruption Coverage protects you from losing income following catastrophic damage to your business. It will reimburse you for lost income while you are rebuilding.

Life Insurance on the business owners is required by many banks before approving business loans, such as key man and buy-sell agreements. Policy rates vary, and we'll help you find the best fit and cost.

Disability Insurance for the business owner provides for lost income in case of illness or infirmity. Capital City also offers special disability coverage called "Business Overhead" insurance, which pays for ongoing business costs if you are disabled and can't generate income.

Employment Practices Liability protects employers from lawsuits concerning treatment of employees such as sexual harassment and discrimination issues. As your business grows and you become dependent on hired managers, your need for this coverage also grows.

Whatever insurance protection your business needs, Capital City offers the appropriate, tailored package.





WORKERS COMPENSATION

As business owners ourselves, we fully understand the need to carry worker's compensation insurance. We know also that every business is different so that insurance needs vary. Capital City will work with you to achieve exceptional confidence in your coverage.

Worker's Compensation coverage reimburses workers who are injured or contract occupational diseases on the job. Compensation includes lost wages, medical and rehabilitation costs. Regardless of fault, employers are liable whether an employee's actions led to the injury or illness.

There are typically two kinds of worker's comp coverage. The first covers lost wages and medical costs of any injured employee; whereas, the other covers the employer's liability if facing a lawsuit filed by the injured employee or his family. Generally, the worker's compensation system is the only solution available to an injured worker. As a small business owner you might have the option of excluding yourself from worker's comp coverage in trade for a premium reduction. We'll compare this to your personal medical insurance, which may have an exclusion for job-related injuries, and advise you accordingly.

Our experience also gives us the ability to act as more than your agent, but also to act as your partner by managing the various areas of your worker's compensation program such as loss prevention, claims management, proper classification and auditing. These are some of the most intricate factors in reducing or minimizing future worker's compensation premiums.

With Capital City, you can purchase insurance through well-respected, admitted carriers. We will help you determine what coverages and limits you need and then tailor a cost-effective package that protects you and your business from loss, allowing you to concentrate on your day-to-day business operations.

Some of the Programs Available:

- Pay-As-You-Go
- OCIP
- Self Insurance/TPA Services
- Shared Earnings Dividends
- Retro Plans
- Multi-State Exposure
- Injured On Duty Management





MUNICIPAL

We understand that the structures and responsibilities of cities, towns and school systems in the 21st century have become more complicated than ever before. And along with the many situations, problems and decisions facing officials such as you, comes significant risks for municipalities and school districts.

At Capital City Insurance Agency, LLC, we offer you our extensive knowledge, expertise and attentive service so that you, your community and elected officials have the confidence of knowing you are properly insured. We will work together with you to devise just the right package of insurance coverage that maximizes your protection while minimizing your risk. Partnering with Capital City will give you peace of mind about your insurance coverage so that you can go about the administrative tasks at hand worry-free.

We understand the complexity of integrating labor contracts into tailored insurance products. To best serve you, we tailor a package — well matched to your community's needs — from a full range of insurance products and services, offered by leading, recognized companies such as The Beacon Mutual Insurance Company, Blue Cross Blue Shield, United Healthcare, AIG and The Hartford. Also, we operate with a personal approach to business, which fosters close working relationships with our customers. You can speak directly to one of our principals to get the expert advice you deserve. This personal working relationship means that Capital City has an in-depth

understanding about all aspects of your business. We are always ready to discuss your claims, issues and strategies and are able to support you when and where required.

Capital City recommends the following coverages as a baseline for municipal protection. We will listen to you, conduct thorough research and offer a proposed insurance package that best fits your community's situation.

- Worker's Compensation
- Stop Loss / Benefits
- General Liability
- Property
- Automobile
- Umbrella Coverage
- Directors and Officers
- E&O

At the bottom line, every municipality is exposed to possible loss resulting from the disappearance, damage or destruction of municipal property or the property of individual citizens; injury to municipal employees or citizens; dishonesty; liabilities imposed by state or federal laws; or by contract. We agree that every possible step should be taken to minimize your risks and reduce potential losses.

If you feel that now is the time for your city, town or school department to seek a competitive bid for a comprehensive insurance package then provide us with the opportunity to meet with you and present a tailored proposal. We believe you'll experience professional satisfaction when working with Capital City.



TOWN OF
NORTH PROVIDENCE



STATE OF
RHODE ISLAND

CHARLES LOMBARDI
Mayor

OFFICE OF THE MAYOR
2000 Smith Street
North Providence, RI 02911
Phone 232-0900
Fax 232-3434

August 28, 2024

Town of Smithfield
Attn: Carlos Santos, Purchasing Agent
64 Farnum Pike
Smithfield, RI 02917

Dear Mr. Santos,

I am writing to recognize Capital City Insurance Agency as a valuable partner the Town of North Providence's municipal insurance needs. I have had the pleasure of working closely with Capital City Insurance on numerous occasions, and I am consistently impressed by their dedication to excellence, integrity, and client satisfaction.

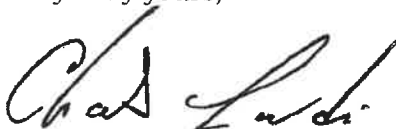
Capital City Insurance has consistently demonstrated a deep understanding of the complexities of municipal insurance and has proven themselves to be a trusted advisor to us. Their team exhibits a remarkable level of expertise in assessing risk, designing tailored insurance solutions, and providing initiative-taking support to mitigate potential challenges.

One of the standout qualities of Capital City is their commitment to personalized service. They take the time to thoroughly understand our unique needs and circumstances, ensuring that we receive the most effective insurance coverage tailored specifically for our needs. Their proactive approach to risk management sets them apart, as they consistently go above and beyond to identify and address potential vulnerabilities before they escalate into larger issues.

Capital City consistently demonstrates a high level of professionalism and responsiveness in all their interactions. Whether it's providing timely assistance with claims processing or offering valuable guidance on policy adjustments, they always prioritize our needs and strive to deliver exceptional service.

Capital City Insurance Agency is a quality provider of insurance solutions. Their unwavering commitment to excellence, personalized approach to client service, and comprehensive understanding of the insurance landscape make them an invaluable asset to our organization seeking top-notch insurance coverage and risk management support.

Very truly yours,


Charles Lombardi
Mayor

Cranston Public Schools

Building Cranston's Future One Child at a Time

845 Park Avenue
Cranston, Rhode Island 02910-2790

JOSEPH A. BALDUCCI
Chief Financial Officer

KEVIN MURTOUGH
Director of Business

August 26, 2024

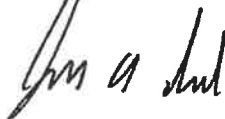
Mr. Carlos Santos
Purchasing Agent
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Dear Mr. Santos:

Please allow this communication to serve as a letter of recommendation on behalf of Gregory Ayrassian, Principal Owner, of Capital City Insurance Agency, LLC. Gregory and I have known each other for the past twenty years as he has served as the Broker of Record between Cranston Public Schools and Beacon Mutual Insurance Company (Beacon). In this capacity, he has always been a strong voice and advocate representing Cranston Public Schools' best interests in the area of workers' compensation insurance coverage. His industry knowledge is beyond reproach and evident each and every time an issue arises between the school district and Beacon. Therefore, it is without hesitation, that I would recommend Gregory to serve in a similar capacity for any other organization in need of his expertise.

In conclusion, if upon review of this communication there are any questions and/or additional information is needed, please do not hesitate to contact me at 401-270-8196.

Sincerely,



Joseph A. Balducci
Chief Financial Officer

TELEPHONE: (401) 270-8196 • FAX: (401) 270-8639 • TDD: 711, request (401) 270-8025 • EMAIL: jbalducci@cpsed.net

Equal Opportunity Employer

Cranston Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Title IX Coordinator of Employment
Michael F. Crudale
Chief Human Resources Officer

504 Coordinator
Norma Cole
Assistant Superintendent

JOSEPH M. POLISENA, JR.
MAYOR

TEL: (401) 553-8800
FAX (401) 331-4271



EXECUTIVE CHAMBERS

TOWN HALL
1385 HARTFORD AVENUE
JOHNSTON, RHODE ISLAND 02919

August 27, 2024

To Whom It May Concern:

I am writing to wholeheartedly endorse Gregory Ayrassian and the Capital City Insurance Agency for their outstanding service and unwavering support to the town of Johnston's insurance needs. As Chief of Staff for over 13 years, I have had the privilege of working closely with Greg and his team, and I can attest to their exceptional professionalism and dedication.

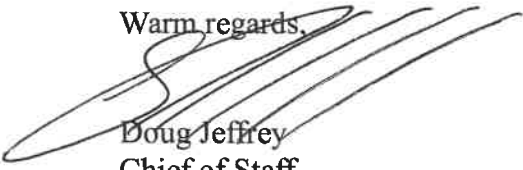
Greg and his team have consistently provided invaluable insight, kept us well-informed, and offered invaluable advice regarding our insurance coverage. In an era where managing insurance coverage and premiums has become increasingly challenging, Greg has been an invaluable asset. His team's profound understanding of the industry and their proactive approach in addressing our evolving insurance requirements have been instrumental in ensuring our organization stays ahead of the curve.

Moreover, Greg and his team have demonstrated an exceptional ability to identify and mitigate potential risks, thereby ensuring that our organization is adequately protected against unforeseeable circumstances. Their accessibility and responsiveness have further enhanced our experience, as Greg has always been readily available to address any questions or concerns.

In summary, Greg Ayrassian and the Capital City Insurance Agency exemplify trustworthiness and dependability, and I am confident that they would bring immense value to your organization as well.

Please feel free to reach out to me if you require any further information or assistance.

Warm regards,



Doug Jeffrey
Chief of Staff

CAPITAL CITY INSURANCE AGENCY, LLC

Tab VI: Join Venture/ Partnership

Capital City Insurance Agency, LLC is submitting this RFP for Broker solely and is partnered with no other insurance agencies in this venture.



memorandum

DATE: September 25, 2024

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: **Proposed Amendment to American Rescue Plan Act Funding Program**

The American Rescue Plan Act funding has provided an optimal opportunity for the Town of Smithfield to address outstanding needs of the community while helping to minimize the impact on future operating and capital budgets. The current approved plan was adopted by the Town Council on May 17, 2022, and June 21, 2022, which was developed based on a thorough review of both the short-term and long-term necessities of the Town while maximizing the support to projects, programs, and services Town-wide.

By utilizing the American Recuse Plan Acting funding in conjunction with operating, capital, and grant funds we have been able to complete many projects and programs such as the Boyle Athletic Complex, road improvements and paving, Small Business Assistance Grants for Town businesses, the Tri-Town Animal Shelter, a portion of the East Smithfield Neighborhood Center Project, Public Safety Equipment (Police, Fire, and EMA), a new Senior Center Conversion Van, redesign and development of the Town's website, installation of virtual equipment for the Town Council Chambers, improvements to recreational facilities, modernization of the Town-wide Cyber Network, and capital projects at both libraries.

After reviewing outstanding balances within the various department allocations and the obligation period for ARPA funds approaching (12/31/2024) it was necessary to request that the Town Council consider an amendment to the plan to reallocate the balances into the proposed projects listed below which can be obligated by the deadline. This reallocation is possible by additional funding sources and value engineering that has taken place over the last few years. The proposed projects will be brought back to the Town Council to obligate the funds prior to December 31, 2024.

Proposed Balances for Reallocation

Legislative and Policy	280,000.00
Town Hall	372,395.24
Police Department	540.00
East Smithfield Neighborhood Center	276,881.55
Senior Center	31,083.54

Total Proposed Amount

960,900.33

Proposed Projects from Reallocation of Funds

Willow Field Complex Improvements and Pickleball Courts	400,000.00
Log Road Fire Station Garage Addition	300,000.00
Farnum Pike Fire Station AC Replacement	20,000.00
Roof Replacement at DPW Garage	50,000.00
Additional Road Improvement / Paving	190,900.33

Total Proposed Amount

960,900.33

MOTION:

That the Smithfield Town Council hereby approves the proposed amendment to the American Rescue Plan Act Funding Program and the reallocation of \$960,900.33.



ARPA: American Rescue Plan Act

Adopted: 5/17/22 and 6/21/22

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.



Overview

The U.S. Department of the Treasury launch of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) was established by the American Rescue Plan Act of 2021. The Act contains \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Of the \$350 billion, Rhode Island will receive \$1.8 billion.

Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 pandemic.

The total allocation for the Town of Smithfield is approximately \$6.545 million. The funds will be distributed over the next year. The amounts are broken down into two components as follows:

- Non-entitlement Aid to Municipalities - \$2,291,927
- County-based Aid to Municipalities share - \$4,253,236

This document is being developed for readers to provide narrative descriptions for each of the projects proposed for funding under the terms and conditions of the ARP FINAL Rule.

Funds must be obligated by December 31, 2024 and spent by December 31, 2026.

4 Criteria Based on US Treasury FRF Final Rule

“(1) to respond to the **public health** emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative **economic impacts**, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

“(2) to respond to workers performing essential work during the COVID-19 public health emergency by providing **premium pay to eligible workers** of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

“(3) for the provision of government services to the extent of the **reduction in revenue** of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

***Added: The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements**

“(4) to make necessary **investments** in water, sewer, or broadband infrastructure.



Eligible Uses for each criteria

Criteria (1)

- Mitigation and Prevention – To contain the spread of COVID-19 through services and programming as well as ventilation improvements in congregate settings.
- Responding to Negative Economic Impacts - Provide aid to small business and industries negatively impacted by COVID-19 and its effects on the local economy; economy remains 8.2 million jobs below its pre-pandemic peak. As such, these recessions can also cause longer-term economic challenges through damaged consumer credit scores and reduced familial and childhood well-being.
- Rehiring Government Staff – The rehiring of certain staff up to the pre-pandemic staffing level of the government to effectively administer government services.
- Building Stronger Communities through Investments in Housing and Neighborhoods - Assist organizations (non-profit) that serve the needs of vulnerable populations within the community, particularly those heavily impacted by the pandemic. Investments can range from assisting individuals to supporting redevelopment of entire neighborhoods.
- Promoting Healthy Childhood Environments – To provide services to address increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today’s children.

Criteria (2)

- Organizational Needs – Address needs within Town departments or amongst city essential employees that improve the capabilities of staff to respond to public needs and support employees most susceptible to COVID.
- Essential Workers – To provide premium pay to those workers entirely devoted to mitigating or responding to COVID-19. This includes those that faced or face heightened risks due to the character of their work involving regular in-person interactions or regular physical handling of items that were also handled by others.

Criteria (3)

- Revenue Loss (**Government Services**) – Losses claimed can be used for any government services such as maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation and the provision of police, fire and other public safety services. Pension contributions or rainy-day funds are not eligible. The final rule offers a standard allowance for revenue loss of \$10M, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. With the standard allowance Smithfield’s **full award** is eligible for government services.
- Examples:
 - Constructions of schools
 - Road building and maintenance, and other infrastructure
 - Health services
 - General government administration, staff and administrative facilities



- Environmental remediation
- Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)
- Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

Criteria (4)

- Infrastructure Investments – To assist in meeting the critical need for investments and improvements to existing infrastructure in water, sewer, and broadband. To improve access to clean drinking water, improve wastewater and stormwater infrastructure systems and provide access to high-quality broadband service. Must consider resilience to climate change or establish/improve broadband service to unserved/underserved population to reach an adequate level to permit a household to work or attend school.
 - Water and Sewer Infrastructure will need to align with Clean Water and Drinking Water regulations.
 - Broadband Infrastructure has become even more critical for people across the country to carry out their daily lives thus the importance of available, reliable and affordable broadband coverage.

Restricted Uses for each criteria

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside of the recipient's regular timing for making the payment.



- Occur at the regular time for pension contributions but is larger than a regular payment would have been.

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

Utilization of Funding

Utilization of funding in conjunction with the Fiscal Year 2023 Operating Budget

- By utilizing the American Rescue Plan Act funding in conjunction with the Fiscal Year 2023 Operating Budget the Town will be able to recognize additional RI Department of Education Housing Aid Funds in the form of a 35%-45% reimbursement for school capital expenditures. On May 17th the Town Council approved the first allocation of funding for projects and programs totaling \$3,385,100.
- On June 21st the Town Council approved the second allocation of funding for project and programs totaling \$3,160,000 which includes a transfer of expenditures for capital projects and budgeted improvements from the Fiscal Year 2023 Operating Budget. This transfer allowed school capital projects in the amount of \$1,123,500 to be funded through the operating budget allowing the Town the opportunity to maximize its RI Department of Education Housing Aid reimbursement.

Town of Smithfield – Proposed American Rescue Plan Act Funding Program



Summary of Projects and Estimates

	1 st Tranche Rec'd	2 nd Tranche (Est.)	Total Allocation (Est.)
Non-entitlement Aid to Municipalities	1,145,963.66	1,145,963.66	2,291,927.32
County-based Aid to Municipalities	2,126,617.78	2,126,617.79	4,253,235.57
Totals	3,272,581.44	3,272,581.45	6,545,162.89

Total Available Funds

6,545,162.89

Proposed Projects and Uses

Business Assistance Grants	100,000
ADA Bleacher Replacement Program (Town-wide)	60,000
Boyle Athletic Complex	1,600,000
Burgess Field Improvements	93,500
Dog Shelter Capital Contribution	240,000
East Smithfield Neighborhood Center	525,000
East Smithfield Public Library	50,000
Emergency Management Equipment	40,000
Georgiaville Pond Aeration System	21,600
Greenville Public Library	50,000
Innovation Grant Funding	60,000
Mental Health and Substance Use Support	150,000
Modernization of Town-wide Cyber Network	400,000
Public Safety Equipment (Police and Fire)	700,000
Recreation Programming, Equipment and Part-Time Staff	200,000
Refuse/Recycling Program Containers	16,000
Road Improvements / Paving	1,000,000
Sidewalk Program	100,000
School Capital Projects (HS Auditorium & GMS Gymnasium)	400,000
Senior Center Conversion Van	70,000
Senior Center Rear Sidewalk Reconstruction	15,000
Town Council Chambers Virtual Equipment	24,000
Town Hall HVAC Replacement	350,000
Town website redesign and development	30,000
Whipple Field Parking and Entrance	250,000

Total Budget Amount

6,545,100



Project Descriptions

BUSINESS ASSISTANCE GRANT PROGRAM - \$100,000

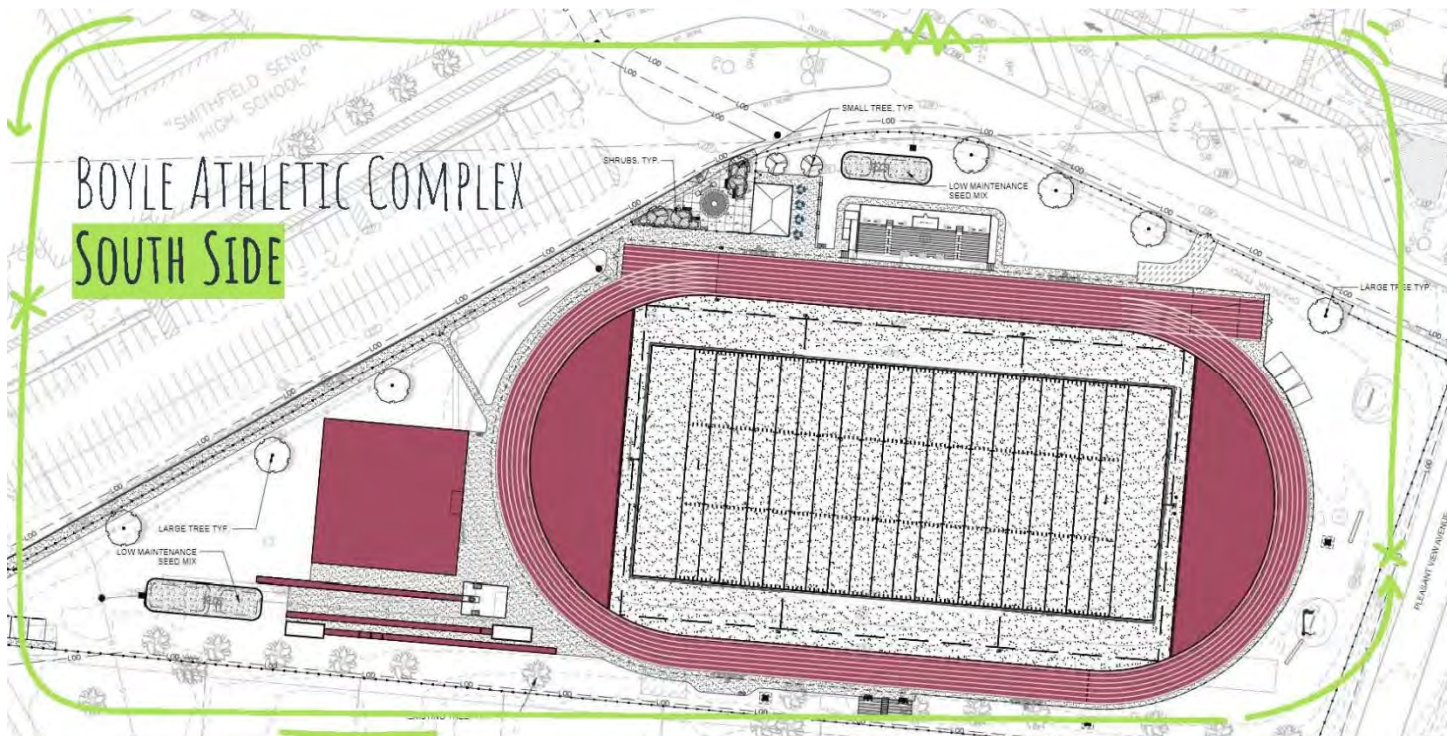
This funding will create the Town's COVID-19 Small Business Grant Program. The goal of this grant program is to provide micro-grants to businesses throughout the Town of Smithfield to support economic recovery from the effects of the COVID-19 pandemic. Individual grants of \$3,000, subject to change based on other considerations, will be provided to those businesses that were negatively impacted by the COVID-19 pandemic and meet the necessary qualifications.

ADA BLEACHER REPLACEMENT PROGRAM (23-P&R-09) - \$60,000

The ADA Bleacher Replacement Program will replace existing bleachers located town-wide at the Town Recreational fields to comply with safety codes and ADA requirements.

BOYLE ATHLETIC COMPLEX (23-SCH-01) - \$1,600,000

The scope of this project will include a new turf multisport field, track and field running track, scoreboard, press box, bleachers, and track and field event surfaces. The funding for the overall project will be split between the Town and School Department.



BURGESS FIELD IMPROVEMENTS (23-P&R-03) - \$93,500

The efforts of this project are to help revitalize an underutilized facility to help meet the growing needs of field use. The project will include the removal and replacement of the existing dugouts, renovate the playing field, improvements to the perimeter fencing, and redesign of the parking area.

Town of Smithfield – Proposed American Rescue Plan Act Funding Program



ANIMAL SHELTER CAPITAL CONTRIBUTION - \$240,000

The Town of Smithfield is currently in the process of entering into a 20-year agreement with the Towns of North Providence and Johnston for a new animal shelter facility. The tri-town facility will house all three animal control units with adequate space to accommodate the animals from all three communities. The facility is designed with the intent to house the three communities for at least forty (40) years. The \$240,000 will be the town's upfront capital contribution for the project with the remainder (\$456,000-\$240,000 = \$216,000) to be paid as a monthly contribution of \$900 for twenty (20) years. The agreement provides an option to renew for an additional twenty (20) years for no additional cost beyond the prorated expense (utilities, supplies, etc.).

EAST SMITHFIELD NEIGHBORHOOD CENTER - \$525,000

The East Smithfield Neighborhood Center is an essential part of the community and is a priority to be reopened with a purpose. The plan for the facility is to house the Parks and Recreation Office, Department of Human Services and Food Pantry, Health Services, Smithfield Youth Council, Social Services and community programming. This funding will assist in the overall project costs for the completion of the project.

EMERGENCY MANAGEMENT EQUIPMENT - \$40,000

The Smithfield Emergency Management Department continues to be a crucial part of the operations for the Town. It was because of their early planning and preparedness that helped Smithfield to be a leader within the state throughout the COVID pandemic. These funds will be used for the purchasing of personal protective equipment (PPE), an upgrade to the emergency services unit 1, response equipment upgrades and additions, and necessary equipment for the Emergency Operations Center.

GEORGIAVILLE POND AERATION SYSTEM – \$21,600

Georgiaville Pond continues to be a key part of the summer experience in Town. Over the years, we have continued to battle with blue-green algae that causes the beach to be closed for long periods of time during the hottest parts of the summer. This past summer an aeration fountain was added to the waterway helping to reduce the growth of the algae within the pond. This project will add two additional underwater aeration units to continue to improve the pond and help to reduce the chance of additional closures.

INNOVATION GRANT FUNDING - \$60,000

The Innovation Grant Program was developed in conjunction with the Budget and Financial Review Board to allow any Town Department to compile an idea to prototype or pilot a project to a) expand or increase the effectiveness of a current service or b) create a new service. This initiative will provide the environment for any department leader to consider any thoughts on any approach which will transform and/or expand current services. These funds will help to get the project started for the upcoming fiscal year.

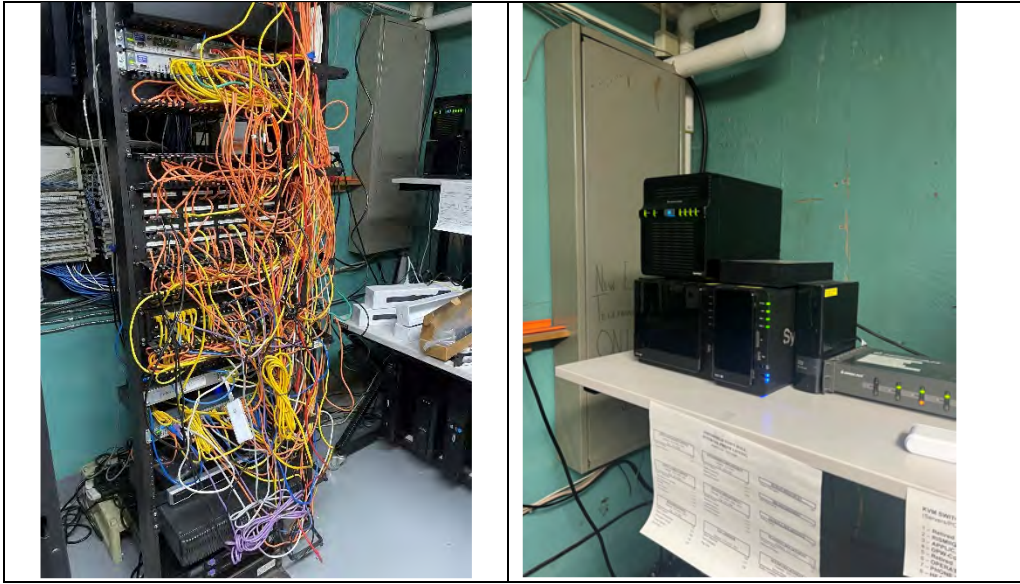
MENTAL HEALTH AND SUBSTANCE USE SUPPORT - \$150,000

Mental Health and Substance Use is a growing matter that needs increased support to help those suffering. Many who had preexisting mental health and/or substance uses issues saw their symptoms exacerbated during the pandemic and others that had no previous mental health or substance use problems found themselves experiencing symptoms. Clearly, mental health and substance use issues among members of the community have grown due to the pandemic and as a result we need to focus our efforts to support those that are suffering. The focus of this funding will help with the overall social service and support needs of the community.



MODERNIZATION OF TOWN-WIDE CYBER NETWORK (23-TA-01) - \$400,000

Outdated Information Technology infrastructure can make a town vulnerable to cyber threats, network failures, outages, reduction in productivity and, oftentimes, manufacturers stop supporting the system. Network switches connect multiple devices and access points that enables devices to share information while routers allow different networks to communicate. It is critical that all town locations are updated with new Wi-Fi, routers and switches to ensure faster speeds, security and better connections.



PUBLIC SAFETY EQUIPMENT (POLICE AND FIRE DEPARTMENTS) (23-PD-01 & 23-FD-07) - \$700,000

This funding will assist in the purchase of a new rescue, and three (3) police vehicles as part of their vehicle replacement program. Due to build time for the police vehicles, the town council approved reallocating the funds for the purchase of a mobile command unit.

RECREATION PROGRAMMING, EQUIPMENT AND PART-TIME STAFF - \$200,000

Because of Covid-19, it is expected that there will be a higher level of need for recreational activities and programs due to mental health and behavioral challenges as a result of prolonged isolation and reduced social interaction. This funding will be used for capital equipment investments, programming, and a part time, temporary program coordinator to develop and implement a programming plan.

REFUSE AND RECYCLING PROGRAM CONTAINERS (23-DPW-09) - \$16,000

The purchase of these two containers will allow for the collection of additional recycling materials at the Town Recycling Center located at the Department of Public Works facility. The containers will be equipped with Swap loader frames to allow the Department of Public Works to transport the materials.

ROAD IMPROVEMENTS AND PAVING - \$1,000,000

This funding will be an infusion to the Town's pavement management plan and allow for additional roadways to be addressed in the upcoming paving season.

Town of Smithfield – Proposed American Rescue Plan Act Funding Program



SCHOOL CAPITAL PROJECTS (HS AUDITORIUM AND GMS SCHOOL GYMNASIUM) (23-SCH-04 & 20) - \$400,000

The Smithfield High School auditorium currently has no working sound system and its theatrical lights do not perform as needed for drama, music and public events. Additionally, modifications to the stage are necessary to improve accessibility. The project will also include improvements to aesthetics with painting and minor cosmetic improvements.

The Gallagher Middle School Gymnasium project will include the refinishing and painting of the gym floor, replacement of the existing bleachers with power bleachers and the installation of new wall pads.

SENIOR CENTER CONVERSION VAN (23-SC-02) - \$70,000

Periodic replacement of the senior van transportation is necessary due to the use of the vehicles. The purchase of the conversion van will be used to cycle out the spare van (2008 18-passenger van with 241,509) and transitioning the main van into the spare role. Due to long production delays for vehicles, it is necessary to place the order for the new vehicle in the near future.

SENIOR CENTER REAR SIDEWALK RECONSTRUCTION (23-SC-01) - \$15,000

The redesign and reconstruction of the rear sidewalk area will help to reduce flooding in the bocce court and surrounding area.

SMITHFIELD PUBLIC LIBRARIES (EAST SMITHFIELD PUBLIC LIBRARY AND GREENVILLE PUBLIC LIBRARY) - \$100,000

This funding will provide funds for the two public libraries in town to allow them to complete numerous capital projects such as flooring, an additional checkout station, and equipment replacement at each of the locations. Each library will receive \$50,000 each to complete these projects.

TOWN COUNCIL CHAMBERS VIRTUAL EQUIPMENT (\$24,000)

The Town's ability to offer remote programs and meeting access has been limited due to age of the current equipment within the Town Council Chambers. Upgrading the town's audio/visual capabilities will improve the quality of the recordings while creating the flexibility for "hybrid" meetings.

During the pandemic, remote meetings via Zoom were the norm. These meetings included Town Council and town boards and commissions, staff meetings and departmental meetings. As municipal services return to in-person, we recognize the need for a "hybrid" meeting model to accommodate in-person and remote participation in the future. This will require an upgrade to audio visual equipment in the Council Chambers. The estimated cost for upgraded equipment and installation for the Council Chambers is \$24,000.

TOWN HALL HVAC REPLACEMENT (23-TH-04) - \$350,000

As employers, we are responsible for providing a safe and healthy workplace and due to COVID we are taking steps to improve ventilation in the town hall and upgrading our outdated systems. The upgrade and/or replacement of older systems in town hall will make the buildings more energy efficient and have adequate air flow.

As stated by the CDC, proper ventilation will help reduce the spread of disease and lower the risk of exposure ventilation, open doors and windows are mitigation strategies that can help reduce viral particle concentration. The lower the concentration, the less likely viral particles can be inhaled into the lungs (potentially lowering the

Town of Smithfield – Proposed American Rescue Plan Act Funding Program



inhaled dose); contact eyes, nose, and mouth; or fall out of the air to accumulate on surfaces. Protective ventilation practices and interventions can reduce the airborne concentrations and reduce the overall viral dose to occupants.

Replacing outdated equipment and installing HVAC systems to include central air with full air exchange systems can limit indoor spread by exchanging and filtering air. Bringing in fresh, outdoor air helps keep virus particles from accumulating inside.

TOWN WEBSITE REDESIGN AND DEVELOPMENT - \$30,000

This project will include a complete redesign and development of the Town of Smithfield website. The new site would allow for mobile viewing, improved flow of information and enhanced technology to benefit the users.

WHIPPLE FIELD PARKING AND ENTRANCE – (23-P&R-02) - \$350,000

Parking is insufficient and not clearly defined at the Whipple Field Complex during game days and events. Visitors often need to park on the street which obstructs traffic and creates a dangerous situation. Reconfiguring the entrance and aligning it with the intersection of Whipple Road and Fenwood Avenue would improve the safety of the intersection as well as provide up to 40 additional parking spaces. As part of the project, we intend to purchase adjacent land to expand parking to provide an additional 30 spaces.

Additional Information

Funding for School Department projects might be transferred to the Town's operating budget and replaced with Town based capital projects that are proposed in the operating budget prior to final operating budget approval. By transferring projects between the ARPA Funding Plan and the Town's operating budget it will help to maximize the Town's Housing Aid Reimbursement through the Rhode Island Department of Education.



Approval Memos



memorandum

DATE: May 12, 2022

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Proposed American Rescue Plan Act Funding Program

The American Rescue Plan Act Funding provides an optimal opportunity for the Town of Smithfield to address outstanding needs of the community while helping to minimize the impact on future operating budgets. The proposed plan has been developed based on a thorough review of both the short-term and long-term necessities of the Town while maximizing the support to projects, programs and services town-wide.

By utilizing the American Recuse Plan Acting funding in conjunction with the Fiscal Year 2023 Operating Budget the Town will be able to recognize additional RI Department of Education Housing Aid Funds in the form of a 35%-45% reimbursement for school capital expenditures. In order to accommodate this approach I am requesting the Town Council's consideration in splitting the approval of the proposed plan with projects and programs totaling \$3,385,100 at the May 17th Town Council Meeting and the remainder to be considered in with the adoption of the Fiscal Year 2023 Operating Budget.

MOTION:

That the Smithfield Town Council hereby approves the proposed American Rescue Plan Act Funding allocation of \$3,385,100 to include the following projects and programs:

Proposed Projects and Uses for consideration May 17, 2022

Business Assistance Grants	100,000
ADA Bleacher Replacement Program (Town-wide)	60,000
Burgess Field Improvements	93,500
Dog Shelter Capital Contribution	240,000
East Smithfield Neighborhood Center	525,000

East Smithfield Public Library	50,000
Emergency Management Equipment	40,000
Georgiaville Pond Aeration System	21,600
Greenville Public Library	50,000
Mental Health and Substance Use Support	150,000
Modernization of Town-wide Cyber Network	400,000
Public Safety Equipment (Police and Fire)	700,000
Recreation Programming, Equipment and Part-Time Staff	200,000
Refuse/Recycling Program Containers	16,000
Senior Center Conversion Van	70,000
Senior Center Rear Sidewalk Reconstruction	15,000
Town Council Chambers Virtual Equipment	24,000
Town Hall HVAC Replacement	350,000
Town website redesign and development	30,000
Whipple Field Parking and Entrance	250,000
Total Proposed Amount	<u>3,385,100</u>

Proposed Projects and Uses for consideration May 17, 2022

Business Assistance Grants	100,000
ADA Bleacher Replacement Program (Town-wide)	60,000
Burgess Field Improvements	93,500
Dog Shelter Capital Contribution	240,000
East Smithfield Neighborhood Center	525,000
East Smithfield Public Library	50,000
Emergency Management Equipment	40,000
Georgiaville Pond Aeration System	21,600
Greenville Public Library	50,000
Mental Health and Substance Use Support	150,000
Modernization of Town-wide Cyber Network	400,000
Public Safety Equipment (Police and Fire)	700,000
Recreation Programming, Equipment and Part-Time Staff	200,000
Refuse/Recycling Program Containers	16,000
Senior Center Conversion Van	70,000
Senior Center Rear Sidewalk Reconstruction	15,000
Town Council Chambers Virtual Equipment	24,000
Town Hall HVAC Replacement	350,000
Town website redesign and development	30,000
Whipple Field Parking and Entrance	250,000
Total Proposed Amount	<u>3,385,100</u>

Proposed Projects and Uses for consideration with FY 2023 Budget

Boyle Athletic Complex	1,600,000
Road Improvements / Paving	1,000,000
Sidewalk Program	100,000
School Capital Projects (HS Auditorium & GMS Gymnasium)	400,000
Innovation Grant Funding	60,000
Total Proposed Amount	<u>3,160,000</u>

Total Plan Amount: **6,545,100**



memorandum

DATE: June 15, 2022

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Proposed American Rescue Plan Act Funding Program

The American Rescue Plan Act Funding provides an optimal opportunity for the Town of Smithfield to address outstanding needs of the community while helping to minimize the impact on future operating budgets. The proposed plan has been developed based on a thorough review of both the short-term and long-term necessities of the Town while maximizing the support to projects, programs and services town-wide.

By utilizing the American Recuse Plan Acting funding in conjunction with the Fiscal Year 2023 Operating Budget the Town will be able to recognize additional RI Department of Education Housing Aid Funds in the form of a 35%-45% reimbursement for school capital expenditures. On May 17th the Town Council approved the first allocation of funding for projects and programs totaling \$3,385,100.

This proposed funding allocation takes into account the transfer of expenditures for capital projects and budgeted improvements from the Fiscal Year 2023 Operating Budget. This transfer allowed school capital projects in the amount of \$1,123,500 to be funded through the operating budget allowing the Town the opportunity to maximize its RI Department of Education Housing Aid reimbursement.

MOTION:

That the Smithfield Town Council hereby approves the proposed American Rescue Plan Act Funding allocation of \$3,160,000 to include the following projects and programs:


Proposed Projects and Uses for consideration with FY 2023 Budget

Boyle Athletic Complex		876,500
Fire Department		80,000
Protective Clothing	10,000	
Morton Building	70,000	
	<hr/>	
Parks and Recreation Department		125,000
61" Scag Mower	35,000	
1 Ton Dump Truck with Plow	65,000	
Willow Field Rehabilitation	25,000	
	<hr/>	
Public Works Department		93,500
Salt Brine Mixing System	30,000	
51" Ribbon Snow Blower	18,000	
5 Position V Snowplow	7,500	
Rear Sander Triple Auger	9,000	
Front Flail Mower	11,500	
Swap Loader Open Top Containers	17,500	
	<hr/>	
Legislative and Policy		70,000
Indian Run - Wampum Sidewalk Project	35,000	
305 Mountaindale Road Culvert Investigation	35,000	
	<hr/>	
Town Hall Vehicle Replacement		30,000
Senior Center Roof - Old Wing		25,000
Road Improvements / Paving		
(\$600,000 removed from FY 23 Operating Budget)		1,600,000
Sidewalk Program		100,000
Whipple Field Parking and Entrance		100,000
Innovation Grant Funding		60,000
	<hr/>	
Total Proposed Amount		3,160,000



TOWN OF SMITHFIELD
DEPARTMENT OF PUBLIC WORKS
PHONE: (401) 233-1034 FAX: (401) 233-1075

MEMORANDUM

Date: October 1, 2024
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

RE: Request for Quotes – Infield Mix for Baseball and Softball Fields

BACKGROUND:

Before you this evening is a request to solicit, through a Requests for Quotes, the purchase of infield mix and native infield material for the twelve baseball and softball fields maintained by the town. This material will be used to bring the playing fields into proper specifications and provide a better playing surface for the residents.

FINANCIAL IMPACT:

Funding for this contract will be through available ARPA funds.

RECOMMENDATION:

That the Smithfield Town Council authorize the Purchasing Agent to advertise a Request for Quotes for purchase of infield mix and native infield mix, subject to legal counsel's review.

MOVED: *That the Smithfield Town Council authorize the Purchasing Agent to advertise a Request for Quotes for purchase of infield mix and native infield mix, subject to legal counsel's review.*

Town of Smithfield



**ON BEHALF OF:
THE DEPARTMENT OF PUBLIC WORKS
&
PARKS DEPARTMENT**

RFP # 24-924

**INVITATION TO BID ON:
INFIELD MIX FOR BASEBALL FIELDS**

Table of contents:

Page 1	Cover sheet
Page 2	Table of Contents & Summary
Pages 3 to 5	Terms & Requirements – Notice to Vendors
Pages 6 to 8	Project Description & Scope of Work
Page 9	Attachment “A” – Cost Quote Form

Summary:

The Town of Smithfield is seeking quotes for Infield Mix, required for the Department of Public Works / Parks & Recreation Department, material is to be delivered to the Department of Public Works facility located at 3 Spragueville Road, Smithfield, RI 02917.

Sealed quotes may be received at the 1st floor Finance Office to the attention of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 Sealed bids, will be received until 10:00am on Wednesday, October 30, 2024 at which time all quotes will be publicly opened and read aloud.

TOWN OF SMITHFIELD, RI



Terms and Requirements for Request for Quote

Item Description: INFIELD MIX

Date and Time to be **OPENED: 10:00am on Wednesday, October 30, 2024**

Quotes 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 quotes will be publicly opened and read at the Town Hall Council Chambers, second floor, Town Hall.

Instructions

1. Bidders must submit sealed quotes in an envelope clearly labeled with the above captioned item or work. The quote envelope and any information relative to the quote must be addressed to the **Town Purchasing Agent**, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI, 02917. Any communications that are not competitive sealed quotes (i.e., product information or samples) should have **“NOT A QUOTE”** written on the envelope or wrapper.
2. Quotes must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Quote 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. Quotes **SHOULD BE TOTALED WHEN APPLICABLE**. Do not group items: price each item individually. Awards may be made on the basis of *total* quote or by *individual items*.
6. Each responder is required to state in their quote their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint quote. All quotes **SHOULD BE SIGNED IN INK**.
7. One original quote and **three copies** shall be submitted.
8. This RFQ contract is intended to provide for the delivery of new infield mix to the Department of Public Works facility located at 3 Spragueville Road, Smithfield, RI 02917

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 shall be an *additionally named insured* in the title holder box of said certificate.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37- 13-1 et seq. as amended).

15. No goods should be delivered or work started without a Notice to Proceed from the Town.
16. In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1- 2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO).

The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Dorinda Keene at the MBECO at (401) 574-8670 or via email at Dorinda.Keene@doa.ri.gov.

17. All Town of Smithfield Community Development Block Grant Programs (CDBG) contracts will now include a section on debarred contractors that requires the Town to verify that contractors are not debarred. To that end, we will require all proposers to provide their UEI number so we can verify that they are not debarred.
 - (a) Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are excluded from receiving contracts. The Town of Smithfield will not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the agency head determines that there is a compelling reason for such action. Contractors debarred, suspended, proposed for debarment, or voluntarily excluded, are also excluded from conducting business with the Town of Smithfield as agents or representatives of other contractors.

PART I -GENERAL

1.1 DESCRIPTION

This section includes the material for construction of a complete infield skin surface using the following material, or equal:

DuraEdge Classic - Infield Mix or equal
New England Specialty Soils - Native Infield Mix or equal

1.2 SCOPE OF WORK

The Contractor shall deliver in amounts as requested, by full truck loads, to the Smithfield Department of Public Works, located at 3 Spragueville Road, Smithfield, RI, 02917.

1.3 SUBMITTALS

Product Data: For the infield mix, submit a 5-pound sample along with a private lab test result indicating the particle size analysis of the material specified. All tests shall be performed in accordance with ASTM F-1632. Testing laboratory shall be preapproved by the Director of Public Works prior to analysis.

PART 2 - PRODUCTS

2.1

Any manufacturer's names and/or model numbers identified herein are intended to assist in establishing a general level of quality, configuration, functionality, and appearance required. This is NOT a proprietary specification and it should be noted that "or equivalent" applies to all products denoted herein. It is understood that all manufacturers will have minor variations in configuration, appearance, and product specifications and such minor variations shall not eliminate such manufacturers as an equivalent. It is the intent of this specification to encourage open and competitive involvement from multiple manufacturers that are able to supply similar products.

2.2

The specified Infield Mix, DuraEdge Classic Infield Mix, is produced in various locations throughout the United States of America by and at the direction of the following manufacturer:

DuraEdge Products, Inc.
4783 Harlansburg Rd. Slippery Rock, PA 16057
Phone: (866) 867-0052 Fax: (724) 530-6696
Email: info@duraedge.com Website: www.duraedge.com

The specified Native Infield Mix, New England Specialty Soils, Native Infield Mix, is produced in Lancaster, Ma by and at the direction of the following manufacturer:

New England Specialty Soils
4325R Lancaster Street, Lancaster, MA 01453
Phone (978)-466-1844

2.3 MATERIALS

A. Performance Specification Infield Mix (DuraEdge or equal)

Infield Mix shall be clean, dry clay mixed with washed mason-type sand resulting in a weed-free mixture that is reddish brown in color having a yield of 1.35 tons per cubic yard when placed loose or 1.5 tons per cubic yard when compacted 85% - 90% on a Standard Proctor Test (ASTM D 689-07). The material possesses the following particle size analysis:

- a. Total sand content shall be 70-75 percent.
- b. The combined amount of sand retained on the medium, coarse and very coarse sieves shall be greater than 50 percent.
- c. The combined amount of silt and clay shall be 25-30 percent.
- d. The ratio of silt divided by clay, otherwise known as the SCR, shall be 0.5 - 1.0.
- e. No particles greater than 3 millimeters.
- f. Equal to or less than 5 percent of particles shall be retained on the 2millimeter.

B. Performance Specification Native Infield Mix (New England Specialty Soils or equal) Native Infield Mix shall possess the following particle size analysis:

Sieve Size	% Passing	Spec
3/8"	100%	
#4	99.3	
#10	90.7	85-100
#18	81.7	62-90
#20	79.0	
#35	68.1	48-84
#40	64.5	
#50	56.9	
#60	52.6	38-71
#100	41.5	27-60
#200	31.1	
#270	26.7	19-40

PART 3 – AWARD

Award will be based on lowest price proposal delivered per ton, per item. The Town reserves the right to split the award between two suppliers, or to award to one supplier, in the best interest of the Town.

PART 4 - MEASUREMENT

METHOD OF

MEASUREMENT

- A. The Infield Mix will be measured per ton.
- B. The Native Infield Mix will be measured per ton.

PART 5-

PAYMENT

BASIS OF

PAYMENT

Contractor will be paid in accordance with invoice(s) submitted. Invoices shall include the following: the contract number, purchase order number, quantity and description of services rendered and total amount due. Invoices shall be submitted to the invoice- to-address as specified on the Owner's purchase order. Owner will make payment within sixty (60) days of receipt of accurate and approved invoice.

Town of Smithfield, RI



ATTACHMENT A
COST QUOTE FORM

Table with 2 columns and 4 rows. Row 1: Agrees to respond on: INFIELD MIX; Date and time to be opened: 10:00am on Wednesday, October 30, 2024. Row 2: VENDOR NAME: [blank]. Row 3: VENDOR ADDRESS: [blank]. Row 4: CITY, STATE, ZIP: [blank]. Row 5: SOC. SEC. # OR FED. ID #: [blank].

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

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

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

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

1. Infield Mix – Cost per ton:

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

2. Native Infield Mix – Cost per ton:

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

EMAIL: _____

PHONE _____ FAX _____


CONTACT PERSON NAME TITLE

AUTHORIZED SIGNA



TOWN OF SMITHFIELD
DEPARTMENT OF PUBLIC WORKS
PHONE: (401) 233-1034 FAX: (401) 233-1075

MEMORANDUM

Date: October 1, 2024
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

RE: Award Willow Field Pickleball Court Paving Services – MPA #381 – Narragansett Improvements Company

BACKGROUND:

Before you this evening for consideration is a request to award the paving services for the installation of eight (8) Pickleball Courts at Willow Field through RI Master Price Agreement #381.

This contract will cover the reclamation of the existing pavement where the tennis courts are located, and include adding additional processed gravel, fine grading and compaction with a 1% slope for proper drainage, installation of the binder course of asphalt, and the finish course of asphalt once the sleeves have been installed for the fencing.

FINANCIAL IMPACT:

Funding for this contract will be through available ARPA funds.

RECOMMENDATION:

That the Smithfield Town Council authorize the Town Manager to enter into contract with Narragansett Improvement Company, of 223 Allens Avenue, Providence, RI 02903, for paving services for the installation of eight (8) Pickleball Courts at Willow Field, through Master Price Agreement #381, as described in the attached quote for the total cost of \$142,250.00

MOVED: *That the Smithfield Town Council authorizes the Town Manager to enter into contract with Narragansett Improvement Company, of 223 Allens Avenue, Providence, RI 02903, for paving services for the installation of eight (8) Pickleball Courts at Willow Field, through Master Price Agreement #381, as described in the attached quote for the total cost of \$142,250.00*



Since 1893

NARRAGANSETT IMPROVEMENT COMPANY

223 ALLENS AVENUE PROVIDENCE, R.I. 02903-4993
 TELEPHONE (401) 331-7420 FAX (401) 351-8444

Hot Mix Asphalt Paving
 Street Print Pavement Texturing
 Site and Utility Work

To:	Town Of Smithfield	Contact:	
Address:	Smithfield, RI USA	Phone:	(401) 233-1034
		Fax:	
Project Name:	Willow Field Pickleball Courts Per MPA 381	Bid Number:	
Project Location:	Willow Road, Smithfield, RI	Bid Date:	

Item #	Item Description	Estimated Quantity	Unit
Reclaim, Fine Grade & Binder Course - Fall 2024			
1	Reclaim Existing Asphalt Pavement In Place, Rough Grade And Compact	2,845.00	SY
2	Fine Grade And Roll Existing Gravel Base Course, Install 3" Of Dense Graded Gravel	2,845.00	SY
3	Furnish & Install 1 1/2" Hot Mix Asphalt Binder Course	2,845.00	SY
Total Price for above Reclaim, Fine Grade & Binder Course - Fall 2024 Items:			<u>\$91,040.00</u>

Surface Course - Spring 2025			
4	Furnish & Install 1 1/2" Hot Mix Asphalt Surface Course With Ad-Here LOF 6500 Anti-Stripping Additive W/ Handwork	2,845.00	SY
Total Price for above Surface Course - Spring 2025 Items:			<u>\$51,210.00</u>

Total Bid Price: \$142,250.00

Notes:

- Prices quoted are based on the current FOB refinery prices on liquid asphalt. Such prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of the agreement. The base price for liquid asphalt for this quote is \$575.00 per ton. Any increase in the price of liquid asphalt will require an extra charge.
- Removal of ledge and /or boulders is not included in this quotation.
- All landscaping of the disrupted work area is to be performed by others.
- Any and all erosion & sediment control measures are excluded.
- Any and all field inspections and testing which may be required are not included in this proposal.
- Price does not include the applicable sales tax on materials and other related items to be used on this project. If this project is not tax exempt then sales tax will be added to the quoted price.
- Completion date of this contract will be determined upon award.
- This estimate is valid for 30 days.
- Water must be provided on site for paving equipment.
- Excluded in this quotation are any and all permits and fees.
- We shall not be responsible for any damage to underground utilities which have not been identified in the field and clearly marked.
- Any changes in the scope of work performed will result in a proportional increase or decrease in the price for this contract.
- Accessibility to site is critical and must be reviewed prior to any work starting and be satisfactory to Narragansett Improvement Company.
- This proposal is based upon our normal working hours between 7:00 am and 3:30 pm Monday thru Friday.
- Narragansett Improvement Company submits a proposal to the appropriate individual outlining the scope of the work to be done listing the terms and conditions under which the work will be done. Once the proposal is signed by authorized representatives from both companies, the proposal becomes the sole contract governing the scope of work as well as the terms and conditions under which the work will be performed. Any changes to this contract or attempt to subordinate the terms of this contract to another contract has to be agreed to by both parties, in writing, and incorporated into our contract document.
- Any and all disputes in relation to interpretation or performance of this agreement shall be resolved through arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Any award shall be final and binding.



Since 1893

Hot Mix Asphalt Paving
Street Print Pavement Texturing
Site and Utility Work

NARRAGANSETT IMPROVEMENT COMPANY

223 ALLENS AVENUE PROVIDENCE, R.I. 02903-4993
TELEPHONE (401) 331-7420 FAX (401) 351-6444

To:	Town Of Smithfield	Contact:	
Address:	Smithfield, RI USA	Phone:	(401) 233-1034
		Fax:	
Project Name:	Willow Field Pickleball Courts Per MPA 381	Bid Number:	
Project Location:	Willow Road, Smithfield, RI	Bid Date:	

- Lien waivers, if requested, will be provided to the customer in Narragansett Improvement Company's standard format. If the customer requires specific wording or content, the customer must provide Narragansett Improvement Company with a copy of the required format prior to the start of work; otherwise Narragansett Improvement Company will provide the customer with our standard lien waiver. Lien waivers will be issued after payment is received.
- **The undersigned is about to perform work and/or furnish materials for the construction, erection, alterations or repair upon the land at (see above project location) under contract with you. This is a notice that the undersigned and any other person who provide labor and materials for the improvement under contract with the undersigned may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the undersigned receive payment for their work performed and material furnished for the construction, erection, alteration or repair upon the land per RIGL §34-28-4.1.**

Payment Terms:


Payment is due thirty (30) days from the date of the invoice. Interest will accrue on all balances outstanding that are more than thirty (30) days from the invoice date. Interest shall be calculated at the highest rate allowed by law. The customer agrees to pay all costs of collection, including but not limited to, filing fees, court costs, reasonable legal fees and the interest rate on the balance due. No retainage shall be held.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Narragansett Improvement Co</p> <p>Authorized Signature: _____</p> <p>Estimator: Christopher Toegemann ctoegemann@nicori.com</p>
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TOWN OF SMITHFIELD
DEPARTMENT OF PUBLIC WORKS
PHONE: (401) 233-1034 FAX: (401) 233-1075

MEMORANDUM

Date: October 1, 2024
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

**RE: Award Willow Field Pickleball Court Fence Installation Services
Master Price Agreement #498**

BACKGROUND:

Before you this evening for consideration is a request to award the fence installation services for the installation of eight (8) Pickleball Courts at Willow Field through RI Master Price Agreement #498.

This contract will cover the installation of fused and bonded vinyl coated black chain link fencing at the new Pickleball courts. The fencing will include 10' high perimeter fencing, 6' high court divider fencing and 4' high side court fencing. The fencing and nets located in the courts pavement areas will be installed with foundations and sleeves after the binder course of asphalt is installed.

FINANCIAL IMPACT:

Funding for this contract will be through available ARPA funds.

RECOMMENDATION:

That the Smithfield Town Council authorize the Town Manager to enter into contract with United Fence and Construction Corporation, of 239 George Waterman Road, Johnston, RI 02919, for fence installation services for the installation of eight (8) Pickleball Courts at Willow Field, through Master Price Agreement #498, as described in the attached quote for the total cost of \$146,051.00

MOVED: *That the Smithfield Town Council authorizes the Town Manager to enter into contract with United Fence and Construction Corporation, of 239 George Waterman Road, Johnston, RI 02919, for fence installation services for the installation of eight (8) Pickleball Courts at Willow Field, through Master Price Agreement #498, as described in the attached quote for the total cost of \$146,051.00*

ESTIMATE

United Fence & Construction Corp
239 George Waterman Rd
Johnston, RI 02919

sales@unitedfenceri.com
+1 (401) 231-2247
www.unitedfenceri.com



Bill to
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Ship to
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Estimate details

Project: Willow Field Pickleball Court

Estimate no.: 2024324

Estimate date: 09/23/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		6' x 2" x 9ga galv S40 framework	F&I 568 LF of 10' tall x 2" x 9ga KK fused and bonded vinyl coated black chain link fence. All S40 vinyl coated black pipe. 2 1/2" line, 3" terminal posts Includes top rail, bottom rail, and corner bracing. Posts will not be sleeved.	568	\$107.50	\$61,060.00
2.		Custom	F&I (4) 4' w x 8' h single swing gates.	4	\$1,200.00	\$4,800.00
3.		6' x 2" x 9ga galv S40 framework	F&I 140 LF of 6' tall x 2" x 9ga KK fused and bonded vinyl coated black chain link fence. All S40 vinyl coated black pipe. 2 1/2" line, 3" terminal posts Includes top rail, bottom rail, and corner bracing.	140	\$107.75	\$15,085.00
4.		6' x 2" x 9ga galv S40 framework	F&I 488 LF of 4' tall x 2" x 9ga KK fused and bonded vinyl coated black chain link fence. All S40 vinyl coated black pipe. 2 1/2" line, 3" terminal posts Includes top rail and bottom rail.	488	\$70.50	\$34,404.00
5.		Custom	Cost to set (98) post sleeves and netting post sleeves. Sleeves for posts will be one size larger than the post size. Posts will be secured in sleeve with hydraulic cement grout.	98	\$103.00	\$10,094.00
6.						

Custom

F&I 128 LF of 10' tall "Acoustiblok" sound barrier fabric to the side of the court closest to the street.

128

\$161.00

\$20,608.00

Total

\$146,051.00

Note to customer

MPA 498 Pricing.

Excludes permits, bonds, and engineering.

Accepted date

Accepted by



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

"To Help People"

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



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

To: Honorable Town Council

From: Chief Robert Seltzer

Date: September 25, 2024

Re: Log Road Fire Station Apparatus Bay Extension – Building Construction

Dear Town Council Members,

Purpose:

The Log Road Fire Station Apparatus Bay Extension project is proposed for the purpose of housing our new ladder truck and other fire department apparatus that needs shelter from the elements of outside storage. An apparatus bay addition for the Log Road fire station has been discussed for many years, prior to my time. The primary reason for the addition early on was to store apparatus that is kept outside year-round. Now, with the advancement in technology and larger apparatus size, there is a more urgent need to provide indoor apparatus storage.

Presently we do not have a fire station that will accommodate larger fire apparatus. We also do not have enough garage space to store all of our apparatus indoors. We store six (6) pieces of apparatus outdoors, year-round.

The more important issue of outdoor vehicle storage is the additional maintenance costs it creates. Rain, snow, cold weather, and hot weather all create another element of wear and tear on our apparatus. Things like battery failure, rust, tire dry rot, paint fading, cold motor starts, etc., are of concern.

With the Log Road Fire Station Apparatus Bay Extension and the construction of the new fire station, we will accomplish the following.

- 1) We will have two fire stations that will have the capability to house larger fire apparatus.
- 2) Our new ladder truck will have suitable winter housing (Log Road Apparatus Bay Extension)
- 3) All Smithfield Fire Department fire apparatus and reserve ambulances will be housed indoors.
- 4) Reduce maintenance costs created by apparatus storage outside.

Log Road Fire Station Apparatus Bay Extension Project

The Log Road Fire Station Apparatus Bay Extension project has been broken into sub-categories in order to get better pricing and to have our Department of Public (DPW) assist with construction, to further reduce cost. The breakdown is as follows.

- 1) Site Work: DPW

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

- a. Labor and equipment provided by DPW
- 2) Electrical Work: Sullivan & McLaughlin Companies (Town Approved Contractor)
 - a. See separate approval memo
- 3) Overhead Doors: Parma Doors
 - a. See separate approval memo
- 4) Heating Unit Modification to Existing: Arden Engineering (Town Approved Contractor)
 - a. Covered by building maintenance budget
- 5) Building Construction: Stillwater Construction
 - a. Request to award by this memo

Full set of plans of the Log Road Fire Station Apparatus Bay Extension project are available from the Fire Chief in a PDF file if needed.

Building Construction Award

Building construction pricing was provided by Stillwater Construction of Burrillville, RI, on the RI Master Pricing Agreement MPA 152.

Stillwater Construction estimate dated September 25, 2024, building construction services for apparatus bay extension = \$312,800.00 (copy of estimate included).

This project will be funded by \$300,000 of APRA funds and \$12,800 of capital reserve funds as confirmed with the Town Manager.

Note: Stillwater Construction was contracted for our new police station.

Thank you for your consideration.

Sincerely,



Robert W. Seltzer
Chief of Department

Motion: To award the building construction services for the Log Road Fire Station Apparatus Bay Extension project to Stillwater Construction of Burrillville, RI in the amount of \$312,800, funded by \$300,000 in APRA funds and \$12,800 in capital reserve funds.



September 25, 2024

Smithfield Fire Station

David Horton
Associate
Aharonian & Associates Inc
Smithfield, RI
401-232-5010
dhorton@arch-eng.com

David,

Stillwater Construction is pleased to have the opportunity to provide all labor & materials required for scope of work as described below for the sum of Three Hundred Twenty Eight Thousand Three Hundred Dollars (\$328,300.00)

Deducts:

GWB Ceilings & Walls - \$20,000.00
Truss Roof in Lieu of EPDM Roof - \$15,500.00
Thermal Insulation - \$10,000.00
Interior Painting - \$6,500.00

\$ 328,300.00
- 15,500.00 Truss Selection

\$ 312,800.00 Total

Inclusions

- Supply all materials and labor for the following listed below
- Selective Demolition as it conflicts with new construction (Excludes site demolition)
- Foundations & slabs
- Rigid & Thermal insulation
- Wood stud walls and wood framed roof
- Vinyl siding & Vinyl Windows
- GWB Ceilings & walls
- HM Exterior door frame & hardware (Keying by owner)
- EPDM roofing
- Prevailing wages
- Daily clean up to GC supplied Dumpster



Smithfield Fire Station

Excludes:

- All work not specifically detailed above
- All excavation backfilling & site work
- All plumbing, electrical and HVAC
- Exterior Painting
- Signage
- Structural repairs that may be required to existing bldg
- Any work associated with existing bldg
- Permit Fees
- Testing Fees
- After hours watch
- Removal, Testing & Disposal of hazardous materials
- Premium Time

If you should have any questions or require additional information, please do not hesitate to contact me at (401) 227-9032 Or Fax 401-568-7374

Very truly yours,
Stillwater Construction, Inc.

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a series of loops and a wavy line extending to the right.

Daniel Kenney
President



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

"To Help People"

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



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

To: Honorable Town Council

From: Chief Robert Seltzer

Date: September 25, 2024

Re: Log Road Fire Station Apparatus Bay Extension – Overhead Doors

Dear Town Council Members,

The Log Road Fire Station Apparatus Bay Extension project requires three (3) new overhead doors for apparatus access/egress.

Overhead door pricing was provided by Parma Doors of Smithfield, RI, priced off of RI Master Pricing Agreement MPA 108.

Parma Doors Estimate #4721, three (3) overhead doors, complete with all installation hardware, new drive motors and labor = \$29,632.50 (copy of estimate included).

This project will be funded by capital reserves as confirmed with the Town Manager.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer".

Robert W. Seltzer
Chief of Department

Motion: To award the overhead doors purchase for the Log Road Fire Station Apparatus Bay Extension project to Parma Doors of Smithfield, RI, in the amount of \$29,632.50, funded by capital reserves.

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



Estimate

59 GEORGE WASHINGTON
HIGHWAY
SMITHFIELD, RI 02917

PHONE 401.231.0617 sales@parmadoors.com
www.parmadoors.com

Date	Estimate #
9/23/2024	4721

Name / Address	Project Location
SMITHFIELD FIRE DEPT 507 PUTNAM PIKE GREENVILLE, RI 02828	STATION # 3 15 LOG ROAD SMITHFIELD, RI 02917

Contact Email address		
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Description

We Propose the following Materials and Labor

Size: (2)-14' 2" x 12' 0" & (1)-14' 2" x 14' 0"
 Energy Series - 3200
 WindCode: W0
 Lamb type: Wood
 Design: Stucco Embossed with Micro Groove
 Construction: 2", R-Value 9.1, 24 Ga Steel
 Color: Standard White
 Glazing Option: Full Vision FV200 -Color may vary from door color
 Glass Type: Double Pane Clear Glass (Insulated) -
 No. of Glazed Sections: Sections 2-3
 Spring: Torsion 25,000 Cycles
 Track Size: 3" Clip Mount Continuous Angle
 Mount Type: Continuous Angle
 Track Type: Low Headroom Front
 Lock: Inside Slide Lock
 Lock Options: No Lock Hole (Std on no lock and inside slide lock optional on #3C)

3)-TDC12X1BMC
 Trolley DC Commercial Operator
 14' TROLLEY KIT FOR TDC12/22 OPERATORS
 BBU, COMMERCIAL DC, 7AH
 Total Labor -MPA 108

We look forward to working with you	Total Complete \$29,632.50
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*** A 50% DEPOSIT IS REQUIRED ON ALL ORDERS AND THE FINAL PAYMENT IS DUE UPON COMPLETION.
PLEASE NOTE THAT DEPOSITS ON SPECIAL ORDERS ARE NON-REFUNDABLE.

GARAGE(S) MUST BE CLEANED OUT OF ALL MATERIALS FOR NEW INSTALLATIONS OF DOORS & MOTORS WE INCLUDE REMOVING AND DISPOSING OF MATERIALS. WE DO NOT INCLUDE ANY ELECTRICAL OR CONTROL WIRING. ALL OPENING PREPARATION TO BE BY OTHERS UNLESS INDICATED IN QI WARRANTY - MANUFACTURER'S WARRANTY AS STATED IN THE OWNERS MANUAL APPLIES TO ALL PRODUCTS PURCHASED. WORKMANSHIP PROVIDED BY PARMA DOORS INC. IS WARRANTIED FOR 1 YEAR FROM THE DATE OF INSTALLATION. NOTHING IN THIS WARRANTY STATEMENT APPLIES TO PRO DR SERVICES THAT HAVE NOT BEEN MAINTAINED ACCORDING TO MANUFACTURER'S INSTRUCTIONS

DATE:



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

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www.smithfieldfire.com



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

To: Honorable Town Council

From: Chief Robert Seltzer

Date: September 25, 2024

Re: Log Road Fire Station Apparatus Bay Extension – Electrical

Dear Town Council Members,

The Log Road Fire Station Apparatus Bay Extension project requires electrical service to the new apparatus bay extension.

Electrical work pricing was provided by Sullivan & McLaughlin Companies, Inc. of Boston, MA, Smithfield's contracted electrical services vendor and on the RI Master Pricing Agreement MPA 41.

Sullivan & McLaughlin Companies Estimate #2024-02033, electrical work services for apparatus bay extension = \$47,390.00 (copy of estimate included).

This project will be funded by capital reserves as confirmed with Town Manager.

Thank you for your consideration.

Sincerely,

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

Robert W. Seltzer
Chief of Department

Motion: To award the electrical work services for the Log Road Fire Station Apparatus Bay Extension project to Sullivan & McLaughlin Companies, Inc. of Boston, MA, in the amount of \$47,390.00, funded by capital reserves.

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



Get there better. Together.

September 23, 2024

#2024-02033

Mr. Robert Seltzer
Smithfield Fire Department
Chief

Re: Station 3 Log Rd – Electrical Budget for Apparatus Bay Extension.

Mr. Seltzer,

Sullivan & McLaughlin Companies, Inc. respectfully submits the following proposal.

PROJECT DESCRIPTION: Budget for Electrical work to be done for the Apparatus Bay Extension.

PROPOSAL DOCUMENTS: *Drawings from Aharonian and Associates Inc. dated 5/9/2024.*

SULLYMAC SCOPE OF WORK:

1. Provide all labor and materials to perform the scope identified in the above listed proposal documents. Please note the following exclusions and clarifications related to the proposal documents.

INCLUSIONS:

1. Labor
2. Materials
3. Permitting fees

EXCLUSIONS:

1. Lighting package (provided by GC) Install only
2. Any costs associated with the use of an engineer.
3. Any costs associated with providing independent testing, coordination, or Design
4. Any overtime costs associated with project acceleration/lost time caused by delays
5. Any costs associated with cutting, patching, chipping, x-raying, trenching.
6. Any costs associated with providing spare parts, re-lamping existing fixture.

CLARIFICATIONS:

1. All work to be performed on normal working hours. Working hours are considered Monday through Friday – 7:00AM to 3:30PM



Get there better. Together.

2. Off Working hours are considered Monday through Friday – 6:00PM to 2:30AM, Saturday – 7:00AM – 3:30PM, Sundays not included.
3. All work is to be in compliance with NFPA 70E. All cut over work will be performed on de-energized equipment.
4. The contractor shall not be held liable for errors or omissions in design by others.

PROPOSAL AMOUNT: The undersigned proposes to furnish all materials and equipment required to complete the electrical work as described herein for the sum of:

Forty Seven Thousand Three Hundred Ninety Dollars.....\$ 47,390.00

PAYMENT TERMS: This proposal, if accepted, is conditioned on prompt 30-day payment for work performed.

DURATION OF PROPOSAL: Due to supply chain volatility this proposal will expire in 10 days if not previously accepted or extended in writing by Sullivan & McLaughlin Companies, Inc.

ACCEPTABLE FORM OF CONTRACT: This proposal, if accepted is subject to the execution of a written contract in a form acceptable to Sullivan & McLaughlin Companies, Inc.

PROPOSAL TERMS: Sullivan and McLaughlin Companies has based this proposal on customer specified information and request for proposal, and has not made provisions for any unseen circumstances and/or conditions not readily apparent. Any and all additions and/or deletions will be deemed an extra and the scope of work and pricing will be negotiated.

Sullivan & McLaughlin Companies, Inc. appreciates the opportunity to provide a proposal for this work. If you have any questions or desire additional information, please feel free to contact **Matthew Bremges** at 401-226-3744/ mbremges@sullymac.com

Sincerely,

A handwritten signature in black ink, appearing to read 'MAB'.

Matthew Bremges
SULLIVAN & McLAUGHLIN COMPANIES, INC.



TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: October 1, 2024
To: Smithfield Town Council
From: Christopher Celeste, Assessor
Re: Tax Abatements

BACKGROUND:

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

FINANCIAL IMPACT:

Total abatements for this period = \$2,242.53

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$2,242.53

The abatements contained herein are submitted
for your approval by:

A handwritten signature in black ink, appearing to read "Christopher Celeste".

Christopher Celeste, RICA
Assessor



TOWN OF SMITHFIELD
ASSESSOR

ABATEMENT DETAIL
October 1, 2024

ACCOUNT #	TYPE	PROPERTY OWNER	YEAR	ORIGINAL	REVISED	REASON	ABATEMENT
10-0614-71	RE	JOYCE JOSEPH P	2024	\$4,408.52	\$2,165.99	Appeal	\$2,242.53

Town Council Authorization:

Real Estate Subtotal:	\$2,242.53
Motor Vehicle Subtotal:	\$0.00
Personal Property Subtotal:	\$0.00
Total Abatements:	\$2,242.53