SMITHFIELD TOWN COUNCIL MEETING

SMITHFIELD TOWN HALL

OPEN SESSION

TUESDAY
October 2, 2018
6:30 – 7:00 p.m. Citizens Collation
(Coffee and Refreshments)

CLOSED SESSION

Motion to convene into Closed Session to:
A. Consider, discuss, and act upon matters pursuant to Rhode Island General Laws Sec. 42-46-5(a)(1), Personnel: to interview Melanie Marcaccio for possible appointments to a Town Board or Commission.

AGENDA

I. Regular meeting called to order at 7:00 p.m.
II. Prayer
III. Salute to the Flag
IV. Emergency evacuation and health notification
V. Presentations:
   A. Robert Leach & Katie Law, on behalf of the Smithfield Historic Preservation Commission, rebuttal to Alfred Costantino’s Waterman Tavern Plan Presentation on September 18, 2018 (time limit: 25 minutes).
VI. Minutes:
   A. Move that the minutes of the September 4, 2018 Town Council Open Session meeting be approved, as recorded.
   B. Move that the minutes of the September 4, 2018 Town Council Closed Session meeting be approved, as recorded, and sealed.
   C. Move that the minutes of the September 18, 2018 Town Council Open Session meeting be approved, as recorded.
   D. Move that the minutes of the September 18, 2018 Town Council Closed Session meeting be approved, as recorded, and sealed.
VII. Consider, discuss and act upon the following possible appointments and reappointments: None
VIII. Public Hearings:
   A. Conduct a Show-Cause Hearing relative to R&F, LLC d/b/a Sky Lounge to consider possible suspension, revocation or other sanction regarding the Victualling, Beverage Class B-V and Entertainment licenses granted for the premises located at 55 Douglas Pike Smithfield, RI.

IX. Licenses and Permits:
   A. Consider approving a new Massage Establishment License for Body Grateful Day Spa, LLC, d/b/a “Body Grateful Day Spa”, 10A Cedar Swamp Road, as applied, subject to compliance with all State regulations and local ordinances.
   B. Consider approving a new Massage Therapy License for Katelynn Tessier to conduct Therapeutic Massage at “Body Grateful Day Spa”, 10A Cedar Swamp Road, as applied, subject to compliance with all State regulations and local ordinances.
   C. Consider approving a new Holiday Sales License for Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, 637B Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

X. Old Business:
   A. Consider, discuss, and act upon a request from the Smithfield Sportsman’s Club to continue their request for relief from real estate and personal property taxes pursuant to Rhode Island General Laws Sec. 44-3-3(25) to the October 16, 2018 meeting.

XI. New Business:
   A. Consider, discuss, and act upon a contract award for a land records management system.

XII. Public Comment

XIII. Announce any closed session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.

XIV. Adjournment.

AGENDA POSTED: FRIDAY, SEPTEMBER 28, 2018

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.
September 26th 2018

Rebuttal and clarifications to presentation as compiled and coordinated by Al Costantino and President Paul Santucci

Speakers: Robert Leach RA, NCARB, Chair and Katie Law, Vice Chair SHPC

Identification of principal parties, i.e. Smithfield Historic Preservation Commission, Smithfield Preservation Society, Historical Society of Smithfield, Rhode Island Historic Preservation and Heritage Commission.

Waterman Tavern. (1822 Smithfield Exchange Bank)
Plans, Drawings, & Agreements
(Additional Documents)

Plan by Garofalo & Associates,
AP 7, Lot 67&68

Plan displays a 10' wide access from Putnam Pike to rear New Lot 67. The 10' wide access is between the property of Thomas Winfield and the Masonic Temple. In addition, the plan displays "proposed parking layout for Waterman Tavern".
(Recorded Town Clerk 10/9/2007, there is actually a missed 8’ wide right of way at this location. See International Mapping and Survey Corporation, Administrative Subdivision 9/17/09)

The 10' wide access and proposed " parking for the Waterman Tavern" never came to fruition. However the Garofalo Plan was recorded in town hall records on Oct.09,2007 and relied upon for future transactions.
(This document facilitated the deeded and agreed upon parking given to the Waterman Tavern and recorded.)
(The parking did reach fruition as noted with its recording.)
(Fails to mention that there is a 20’ easement to pass and repass along with three spaces as noted below.)

Bill of Sale

Town conveys to the Smithfield Preservation Society the "structure only" for One Dollar on Oct.3,2006

Lease

The Town enters a 99 year lease on Oct.3,2006 for the land beneath the Smithfield Exchange Bank/Waterman Tavern and the non-exclusive right to utilize the 20
parking spaces depicted on attached Exhibit A in order to provide public access to the "Leased Premises"

Preservation Easement

The Rhode Island Historic Preservation & Heritage Commission on Oct. 9, 2007 enters into a Preservation Easement with the Smithfield Preservation Society. Section 8 is titled Public Access. Section F is titled Runs with the Land. (obligations imposed by this Preservation Easement shall be deemed to run as a binding servitude with the land)

Grant of Easement

On Sept. 15, 2009 the owners of the Masonic Temple property granted an easement and 3 parking spaces to the Town of Smithfield. (This fails to mention other conditions, including a 20’ easement to pass and repass mentioned in the Administrative Subdivision below.) (Coordination with Rhode Island Department of Transportation for relocation of State Hwy Rt 44. to provide curb cut in coordination with this deeded easement.)

Administrative Subdivision
On Sept. 17, 2009 the plan depicting the Masonic Temple property easement was approved by the Town Administrative Officer. (This includes the 20’ wide easement allowing access to town property behind fire station and the Waterman Tavern AP7 Lot67)

Handicap Parking and Accessibility
On January 17, 2018 Robert Leach submitted a plan for parking and handicap accessibility. (Provided as proposed parking plan and path to Waterman Tavern, also illustrating location for easement for Verizon cell tower.) (Site visit conducting with Governor’s Commission on Disabilities for review.) (At the request of Robert Leach, with Bldg. Official Peter Scorpio and Town Engineer -requesting requirements for future parking buildout for subsequent schematic design, landscape plans, and construction documents to be created during those phases, as well as future planning and coordination) (Smithfield Preservation president, John Emin, had contacted the property owner of the 1856 brick bank building and the episcopal church to allow parking)

Identification of principal parties, i.e. Smithfield Historic Preservation Commission, Smithfield Preservation Society, Historical Society of Smithfield, Rhode Island Historic Preservation and Heritage Commission
Chapter 46 Code of Ordinances, Powers and Duties of the Smithfield Historic Preservation Commission, Requirements.

Prevailing Wage/Davis Bacon Act information. Public Works and Prevailing Wage requirements.

Undisclosed comment included in the presentation

Prevailing Wage/Davis Bacon Act information. Public Works and Prevailing Wage requirements.

Before and After photos, Tavern Award

Relevant Articles

Relevant recent events

Relevant History

Opening statement by Costantino contradicts and misrepresents the content and description as proposed in writing. Information regarding Historic District and Neighborhood Center to be disputed.

Deeded easements discussion on actual legal and binding easements and access.

Meeting requirements for public access

Property Ownership to be explained

Liability insurance was continuous on the property and is in effect today

Misrepresentation, conjecture, and embellishment regarding the easement from NG and G Holdings. “Perpetual easement to pass and repass”

Clarification of Impact Fees and grants

Fire station improvements encroaching on National Register property is conjectural. Any proposed fire station addition encroaching on National Register property would violate terms on the 20 proposed parking spaces.

Conclusions and comments regarding need for protection and preservation of historic structures.
§ 37-13-1. "Public works" defined.

"Public works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration, or construction of any public road or any bridge, or portion thereof, or any public building, or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever.

History of Section.
BRIGGS BOESCH FARM
830 South Rd, East Greenwich RI 02818

Acquisition Date: October 2001

Property Owner
East Greenwich Municipal Land Trust
www.eastgreenwichri.com
Tenant Farmers: Erik and Trish Eaker
www.ledgeendsproduce.com

Project Type
Agricultural and Open Space Protection,
Historic Preservation

Total Project Cost
$2.1 million

PUBLIC-PRIVATE SUPPORT

State:
- RIDEM Open Space Preservation Grant $300,000
- RI Agricultural Land Preservation Commission $180,000
- State Historic Preservation Grant $29,000

Municipal:
- Open Space/Outdoor Recreation Bond $1,475,000

Private:
- Boesch Family $165,000

Case Studies
SMART GROWTH IN RHODE ISLAND

Preserve Open Spaces and Farmland
By purchasing the farm and putting conservation easements in place, the East Greenwich Municipal Land Trust has permanently protected woods, wetlands, and fields by providing important wildlife habitat and trails that are open for public enjoyment. The property is farmed using the Community Supported Agriculture (CSA) model (see further discussion of CSA on page 2).

Mix of Uses
Like most agricultural operations, this property has a wide range of uses. The 86 acre property includes:
- 30.6 acres of woodlands and wetlands
- Public walking trails
- 12 acres of agricultural fields in production
- A single family home
- A barn, greenhouse and other farm related outbuildings

Existing Assets/Public Amenities
The historic site contains early 18th to mid 20th century buildings and landscape elements reflecting the town’s agricultural history. The Land Trust has renovated the existing farmhouse (circa 1735-1755) for the current tenants and restored the historic barn. The project takes full advantage of the beautiful landscape by providing public walking trails and the site is used for educational and community events.

Green Building/Site Design Practices
The farmers use no chemical pesticides or fertilizers and have been certified organic since 2006. Organic farming maintains the fertility of the soil and protects the biodiversity of the area. The farmers receive and compost waste from local businesses and landscapers. By using existing buildings on the site they have been able to avoid any new construction. All drives and parking on the property are pervious, with no paved areas.

Citizen/Stakeholder Participation
This project exemplifies community effort to preserve and maintain the site. Each year Boy Scouts volunteer their time to maintain the public trails. The Frenchtown Community Club donated a building to the Town, which now uses rental income from the building to help maintain the farm. By investing early in the season, CSA members play a critical role in keeping the site actively farmed.

COMMUNITY SMART GROWTH PRINCIPLES SUPPORTED BY PROJECT

- Locate in, or adjacent to, established centers, making use of existing buildings and infrastructure and connecting to existing streets
- Preserve open spaces and farmland
- Promote compact building and neighborhood design
- Mix uses
- Provide range of housing types for range of incomes
- Create pedestrian-friendly communities that utilize transportation alternatives
- Capitalize on existing assets to protect or create distinctive, attractive places and public amenities.
- Follow environmentally sensitive building and site design practices
- Encourage citizen and stakeholder participation
- Foster creative public-private partnerships to finance project and maximize resources
**KEY SMART GROWTH ELEMENTS**

**Preserving Natural and Cultural History**

Listed on the National Register of Historic Places, the Briggs Boesch Farm is one of Rhode Island’s longest standing farms. When Mr. and Mrs. Boesch passed away their children sought out the Land Trust in hopes of preserving the farm. Considering the farm’s historical and natural resource values, the East Greenwich Municipal Land Trust agreed to purchase the property. Recognizing town residents’ demand for local produce, the Land Trust decided to lease the property to Erik Eaker, who established Ledge Ends Produce.

**Making a Small-Scale Farm Economically Viable**

Ledge Ends Produce illustrates the challenges of making a small-scale farm economically viable. At the beginning of each season farmers must invest in seed and equipment. For many this means taking out a loan, a risk for the farmer who may experience crop loss due to weather conditions. The Eakers avoid loans by using the Community Supported Agriculture (CSA) approach which allows consumers to share both the risks and the benefits of local agriculture. CSA members, also called shareholders, pay for shares at the beginning of the season, providing farmers with money to cover initial costs. Throughout the harvest season, CSA members receive a weekly supply of fresh vegetables, fruits, herbs, and flowers at a lower cost than what is available at the grocery store. This system provides healthy food for members and increased support the farmers care of the land and animals. CSA members are able to see where and how their food is grown, and are encouraged to volunteer at the farm.

After the week’s harvest is divided among CSA members, excess produce is sold at both the Coastal Growers Market at Casey Farm in North Kingstown and Goddard State Park Farmers’ Market in Warwick. By selling directly to the consumers at retail price rather than selling wholesale to a middleman the farmers make a bigger profit.

**Commitment to Public Green Space**

The Briggs Farm Property forms the southern piece of the East Greenwich Greenway. The parcel is an important piece in an interconnected network of protected open spaces that preserve the town’s rural and scenic character, as well as its environmental quality. By creating a connected greenway the town protects habitat and creates corridors for wildlife populations. The town’s green spaces are open for public access and reserved for passive recreation. The public is welcome at the farm for a walk through the woods and fields, as well as for educational events. The town’s demonstration of broad support for the preservation effort increased the property’s eligibility for funding.

Without East Greenwich voters who approved the bond referendum, the political support of the Town Manager and Town Council, the Planning Department’s long term commitment to open space protection, and the hard work of the Land Trust, the farm’s purchase and establishment as a CSA farm would not have occurred.

**PROJECT SUCCESS TO DATE**

The Ledge Ends’ CSA program has quickly grown from 100 shares in 2005, to over 225 in 2008, making it one of the largest in Rhode Island. To provide East Greenwich residents at all income levels access to healthy, organic foods, the farmers established a fund to underwrite shares for low-income families. In 2008, this fund allowed 5 families to receive free weekly shares.
Certificate of Special Recognition

Be it known that I,

Gina M. Raimondo

Governor of the State of Rhode Island and Providence Plantations,
extend my congratulations to

Smithfield Preservation Society

On the occasion of receiving a State Preservation Grant.

In appreciation of your service to the community, I am pleased to issue this Certificate of Special Recognition.

You have my best wishes for your continued success.

Given under my hand and the great seal of the State of Rhode Island and Providence Plantations, this 9th day of January, 2018

Gina M. Raimondo
Governor
Hi Robert,

Thanks for your call earlier. To confirm: our State Preservation Grant Procedures (copy attached) require grant-assisted properties owned by state or municipal agencies to comply with the requirements of R.I. General Law 37-13, including but not limited to prevailing wage requirements. These are Public Works projects as defined by the law. A copy of the statute where this definition is provided is also attached.

Projects receiving grant assistance that are privately owned by non-profit organizations are not Public Works projects, and prevailing wages are not required.

Because the Waterman Tavern/Smithfield Exchange Bank is owned by the non-profit Smithfield Preservation Society, it does not meet the definition of a Public Works project, and prevailing wages were not required for the grant-assisted project.

My best,

Katy

Katherine J. Pomplun
Grants Coordinator
R. I. Historical Preservation & Heritage Commission
150 Benefit Street | Providence, RI | 02903
Under legislative and policy

I move to remove the amount of $11,400 allocated to the Waterman Sauser Exchange Bank.

Paul Santucci
10 Appletree Rd.
Smithfield, RI 02906

Paul Santucci
Jan. 8, 2018
RIDOT PHYSICAL ALTERATION PERMIT

FOR

OFFICE CONVERSION

OF

THE FORMER MASONIC TEMPLE

ASSESSORS PLAT 7 LOT 65

ON

PUTNAM PIKE (ROUTE 44)

IN

SMITHFIELD, RHODE ISLAND

OWNER/APPLICANT
NGC&I HOLDINGS
263 JENCKES HILL ROAD
LINCOLN, RI 02865

COMMONWEALTH
ENGINEERS & CONSULTANTS, INC.

400 SMITH STREET
PROVIDENCE, RHODE ISLAND 02908

JULY 29, 2011

ATTACHMENT #6

PROJECT DATA

ASSESSES REFERENCE:
R.P. 7 LOT 65

ZONING REFERENCE:

REVISIONS

PROJECT NO. 11014.00

LIST OF DRAWINGS

1. TITLE SHEET
2. EXISTING CONDITIONS
3. SITE LAYOUT PLAN
4. GRADEING AND DRAINAGE PLAN
5. CONSTRUCTION DETAILS
6. CONSTRUCTION DETAILS
7. CONSTRUCTION DETAILS

LOCUS MAP

SCALE: 1" = 1000'
NOTES

1. The contractor shall maintain safe access to working areas and jobsites.
2. Worn, damaged, loose, or defective items shall be removed from the jobsite.
3.  All work shall be performed to the standards published by the appropriate regulatory agencies.
4. The contractor shall ensure the safety of their employees.
5. The contractor shall provide all necessary safety equipment.
6. The contractor shall provide and maintain all necessary support equipment.
7. The contractor shall ensure that all work is performed in accordance with the plans and specifications.

REFERENCES

[Show the referenced documents and specifications here.]
Maintenance Overview of a Retention/Detention System

Inspect and maintain system components as follows: Filter media, sheet flow, and drainage lines. Periodically check the system's performance and make necessary repairs. Regularly clean the filter media to prevent clogging. Ensure that the drainage lines are not obstructed and are functioning properly.

Maintain system components by:
- Cleaning the filter media
- Checking the drainage lines
- Ensuring proper operation of the system

Inspect the system at least once a year. This includes checking for any signs of damage or wear and making necessary repairs. Regular maintenance will help to ensure the system remains effective over time.

The system should be inspected regularly to ensure its continued effectiveness and to identify any potential issues early on. Regular maintenance is crucial to the long-term success of the system.
June 4, 2018

The Honorable Smithfield Town Council
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917

Dear Smithfield Town Council Members:

I am enclosing herewith a motion that I presented at the Town Council budget hearing for consideration. I am respectfully resubmitting this motion for consideration at the Financial Town meeting. The motion presented is as follows:

1. On Page I-34, under Legislative and Policy I would like to respectfully request that the line item appropriating the sum of $70,000 to the East Smithfield Neighborhood Center for the purposes of renovations be deleted and the total appropriation under Legislative and Policy be reduced by $70,000.00 so that the final total for Legislative and Policy would amount to $703,560.00.

I would ask that once this motion is introduced at the Financial Town Meeting that the vote on this motion be conducted by ballot.

If you have any questions regarding this correspondence please feel free to contact me.

Sincerely,

[Signature]

Alfred Costantino
34 McArthur Drive
Smithfield, RI
Robert,

It was nice speaking with you today regarding the Masonic Temple. Attached are the Parking Lot Drawings put together, submitted, and approved by DOT.

Chris
TOWN OF SMITHFIELD
SEWER SERVICE CONNECTION PERMIT
Town of Smithfield Sewer Authority
64 Farnum Pike
Smithfield, RI 02917
(401) 233-1041

A. Application is hereby made by the undersigned for permission to connect the premise(s) at:

24 Putnam Pike
Plat # 7
Lot # 65

STREET ADDRESS

to the Town’s sewerage system.

Connection must be made within 30-days of issuance or permit is invalid. All application fees will be re-applied.

B. Dennis D. Fuller

NAME OF DRAIN LAYER TO PERFORM WORK (MUST be a Smithfield Licensed Drain Layer)

SMITHFIELD DRAIN LAYER LICENSE # 343-344-0

Town of Smithfield Application for Drain Layer License - Available at www.smithfieldri.com or in the Town Engineer’s Office.

C. Dig Safe was contacted on 4-18-18 and the Dig Safe Number is: 20193205843

D. The connection may be made by any of the following pipes: (CIRCLE ONE)

1. Polyvinyl Chloride (PVC) - ASTM D 3034
2. Ductile Iron Pipe (DI) - ASTM A 746
3. Vitrified Clay Pipe (VCP) - ASTM C 700

Size of pipe shall be at least 6” in diameter pursuant to Article III, Section 8 of the Sewer Authority Rules & Regulations, Town of Smithfield, RI - 1991.

E. The specific location of the sewer connection shall be sketched and submitted with the permit. Include the locations of the connection at the structure, cleanouts, elbows, and lateral location (as applicable).

F. Any Clean-Outs to be installed: Yes ☑ No ☐ Quantity 2

G. Backflow preventer(s), approved by the Smithfield Sewer Authority, are required, per IPC Code, at each drain inlet location that is below the rim elevation of the nearest sewer manhole. (IPC / International Plumbing Code)

H. Are any wells or other private sources of water within 50-ft of the proposed sewer service connection? No

** IF YES, please include location and distance from proposed work on the sketch submitted with the permit.

I. Number of kitchen’s to be connected (1) Bathrooms to be connected (2) move + licked room

J. Inverts will be checked at the building and property line before any sewer installation is started to determine proper elevations; checking both inverts for proper elevations is fully the responsibility of the drain layer or plumber.

I understand and will comply: Yes ☑ 030 No ☐

(Place Initials adjacent to appropriate answer)

K. Will a grease trap be required per the latest edition of the IPC and per local authorities? Yes ☐ No ☑

** IF YES, then the grease trap shall be sized according to the latest edition of the International Plumbing Code (IPC) and approval by the Smithfield Building Official is required.  (See Building Official for specific requirements).

BUILDING OFFICIAL APPROVAL - (Approval for Letter K Only)

Rev. 01/09

Page 1 of 2
TOWN OF SMITHFIELD
SEWER SERVICE CONNECTION PERMIT

L. I agree that I and my contractor will comply with the Rules & Regulations of the Sewer Authority, which have been or may be promulgated, and I further agree to all the terms and conditions of this application, and agree to pay the fees and expenses charged by the Authority, as outlined in this application, as well as, in the Smithfield Sewer Ordinance.

[Signature]
HOMEOWNER'S SIGNATURE

[Signature]
CONTRACTOR'S SIGNATURE

9/18/18
DATE

966-7444
HOMEOWNER'S TELEPHONE #

732-0560
CONTRACTOR'S TELEPHONE #

Cost of Permit and Inspection:

1. Permit ($5.00 / building): $5.00 x (____) # of Buildings = $___

2. Inspection ($35.00 for 1st Unit and $20/Unit thereafter): $35.00 (1st Unit) + 20 x (____) # of Add'l Units = $___ **Single Family connection is considered 1-Unit.

3. Total Cost: $___ Date Paid 9/20/16

Check # [205-5122] Cash [ ]

For Inspection of sewer extensions, service connections for commercial or industrial facilities or any sewer work within a Town road/right-of-way, additional inspection fees are required. Contact the Smithfield Sewer Authority Office for additional details – 401-233-1041.

For Abandoned Cesspools and Septic Systems: Cesspools and Septic Tanks must be pumped and filled with sand and in accordance with RI-DEM Rules & Regulations.

For Industrial and Commercial Connections Only:

Attach breakdown of chemical and industrial wastes to be discharged into our system, per Sections 8 and 9 of the Sewer Authority Rules & Regulations.

Contractors shall comply with all State and Town Building and Plumbing Codes.

All material and workmanship will be in strict compliance with the Smithfield Sewer Authority Rules & Regulations, Standard Specification and Details for the Installation of Sewers and Appurtenances by Private Developers, and by Chapter 294 in the Code of Ordinances.

All connections will be inspected and approved by either a representative of the Town's consulting engineering firm or the Town's Sewer Contractor. All personnel associated with either facility will carry identification.

Other rules and regulations related to service connections may be found in the Town of Smithfield Sewer Authority Rules & Regulations pertaining to sewers and related systems, including Articles III (Sections 1-20), IV (Sections 1-10, VII (Sections 1-3), and VIII (Sections 1-4).

NOTE:

1. CONTRACTORS ARE REQUIRED TO BACKFILL THE FIRST 18" OF THE SEWER SERVICE TRENCH, COVERING THE NEW SEWER LINE BEFORE THE INSPECTOR LEAVES THE PREMISES.

2. ALL CONNECTIONS TO THE PUBLIC SEWER LINE SHALL BE MADE WITH A SADDLE OF THE PROPER SIZE. ANY INTRUSION INTO A SEWER MAIN TO AVOID THE USE OF A SADDLE WILL NOT BE ALLOWED.

3. THE TOWN OF SMITHFIELD AND THE SMITHFIELD SEWER AUTHORITY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE DRAIN LAYER AND/OR PLUMBER ON THE PREMISE(S) OF THE APPLICANT.

[Signature]
SEWER AUTHORITY AGENT

9/20/18
DATE
INCLUDE THE LOCATION OF THE FOLLOWING ON THIS SKETCH:

1. EXISTING SEWER MAIN IF NOT IN ROAD, AS SHOWN.
2. SEWER LATERAL OR PROPOSED CONNECTION TO SEWER MAIN.
3. PROPOSED SEWER SERVICE LINE FROM BUILDING TO SEWER MAIN.
4. CLEANOUTS AND ELBOWS.
5. DEPTH OF SEWER CONNECTION @ PROPERTY LINE.

NOTE:
PROVIDE DIMENSIONS, SWING TIES, ETC. FROM OBJECTS SUCH AS CORNER OF BUILDINGS, UTILITY POLES, FIRE HYDRANTS ETC.

REVISE THE SKETCH AS NECESSARY TO REPRESENT ACTUAL SITE CONDITIONS.
MEMORANDUM

DATE: September 20, 2018

TO: Finance Department

FROM: Kathy Connolly, Engineering/Sewer Secretary

RE: Sewer Connection Permit Fee

Sewer Permit # 2018-368
AP 7, Lot 65
611 Putnam Pike

Owner/Applicant
NG & G Holdings, Inc.
263 Jenckes Hill Road
Lincoln, RI 02865

Attached is check #30880 for the $40.00 Sewer Connection Permit Fee associated with Sewer Permit #2018-368.

The Sewer Connection Permit is for the property located at 611 Putnam Pike, AP 7, Lot 65. Dennis Diffley & Sons, Inc., 2650 Warwick Avenue, Warwick, RI 02889, posted the required fee on September 20, 2018. The Sewer Service Connection Permit Fee is non-refundable.

Should you have any questions concerning this memo, please contact the Town Engineer’s Office.

Thank you.

cc: NG & G Holdings, Inc., Owner
Chris Riendeau, 614 George Washington Highway, Suite 3, Lincoln, RI 02865, Applicant
Dennis Diffley, Dennis Diffley & Sons, Inc., RI-UU#38640
Sharon Gilmore, Finance Department

File: AP 7, Lot 65

[Image of check for $40.00]
GREENVILLE_2_RI
September 26, 2018

Mr. Robert Leach, RA, NCARB
Chairman
Smithfield Historic Preservation Commission
64 Farnum Pike
Smithfield, RI 02917

RE: AP 7, Lot 67
Waterman Tavern

Dear Mr. Leach:

As requested please accept this letter in regards to the Waterman Tavern, as referenced above.

The Memorandum provided by this office regarding the site and Parking Requirements of October 16, 2008 while directed to Mr. Peter Scorpio was in fact precipitated by a request by Robert Leach, RA, NCARB acting as Chair of the Smithfield Historic Preservation Commission and as a volunteer Consulting Architect to the Smithfield Preservation Society.

The site in question is on Town property and adjacent to buildings on the Smithfield Historic Inventory and the National Register of Historic Places.

The request was compiled to provide a "checklist of requirements" for subsequent schematic designs, landscape plans and construction documents to be created during those phases, as well as future planning and coordination with other town entities which may have purview over the project site.

Please contact this office at your convenience should you need to discuss the matter further, or if there is any other record information this office may have that can assist your needs.

Respectfully yours,

Kevin Cleary, PE, LSIT
Town Engineer

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
§ 46-8 Powers and duties.
Chapter 46: Historic Preservation Commission
[Amended 4-18-2017 by Ord. No. 2017-03]
The Commission shall have the following powers and duties:

Establish criteria for evaluating historical, architectural or cultural sites, buildings, places, landmarks or areas so as to determine their value in terms of the national, state or local importance;

B. Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the Town of Smithfield which shall be known as the "Smithfield Historic Inventory," and publicize and periodically update said inventory. Properties listed on the inventory shall be recorded on official zoning records with an "HI" (for "historic inventory" designation). This designation shall not change or modify the underlying zoning classification;

C. Initiate and maintain the Smithfield Register of Historic Places. This official register shall be compiled of buildings, structures, sites, and objects which are included on the Smithfield Historic Inventory and which are identified by the Commission as having historic significance worthy of recognition and protection by the Town of Smithfield. The Commission shall encourage and assist, where possible, efforts by owners to maintain, rehabilitate, and preserve such properties;

D. Review nominations to the Smithfield Register of Historic Places according to criteria and standards which the Commission shall adopt as part of its rules;

E. Review proposals to demolish historic structures as defined herein;

F. Participate in, promote and conduct public information, educational and interpretive programs pertaining to Smithfield's historic resources;

G. Establish liaison support, communication and cooperation with federal, state, and other local government entities which will further historic preservation objectives, including public education within the Town of Smithfield;

H. Advise the Town Council and the Town's boards, commissions and officials on matters of Smithfield history and historic preservation. All Town boards, commissions, departments, agencies, officials, and employees shall seek an advisory opinion from the Commission and shall give consideration to any such advisory opinion before rendering a decision or taking any action which might impact or disturb an historic resource that is listed on the Smithfield Historic Inventory or which has been found by the Commission to have important historical significance. Should the Commission, or its Chair or designee, not render such advisory opinion within five business days after receipt of the request, the Town board, commission, department, agency, official or employee may thereafter decide or act upon the matter without the Commission's advisory opinion.

I. Perform other related functions assigned to the Commission by the Town Council; and

J.
On October 18, 1994 the Smithfield Town Council established the Smithfield Heritage Hall of Fame. Its purpose is to recognize, select and induct into the Hall of Fame any individual who has brought credit and prominence to the town and has contributed to the history and heritage of Smithfield. Whether in education, public service, recreation, business, or community service, the inductees must have distinguished themselves by their contributions to the betterment of the community, its citizens, and the quality of life.

SMITHFIELD HERITAGE HALL OF FAME
MEMBERS
****
1995-2016

1995
Ralph Catuogno
Irving Cook
Louis Noble
Anthony Esposito
Vincent Gallagher
Marjorie Jaswell
Ronald Paterson

2001
George Sutcliffe
Dr. Daniel Russell
Mary Mowry
Dr. John K. Boyle
August Bruno

2009
Donald C. Brown
Norman J. Derosier, Sr.
John F. Emin, Jr.
The Jaswell Family
Laurence J. Sasso
That portion of the cost of system improvements which reasonably relates to the service demands and needs of the project.

PUBLIC FACILITIES

A. Water supply production, treatment, storage, and distribution facilities;
B. Wastewater and solid waste collection, treatment, and disposal facilities;
C. Roads, streets, and bridges, including rights-of-way, traffic signals, landscaping, and local components of state and federal highways;
D. Stormwater collection, retention, detention, treatment, and disposal facilities, flood control facilities, bank and shore projections, and enhancement improvements;
E. Parks, open space areas, and recreation facilities;
F. Police, emergency medical, rescue, and fire protection facilities;
G. Public schools and libraries; and
H. Other public facilities consistent with the Smithfield Capital Improvement Program Plan or Comprehensive Community Plan, including but not limited to historical preservation or restoration projects.


This article is enacted pursuant to the authority of the Rhode Island Development Impact Fee Act, Rhode Island General Laws, § 45-22A-1 et seq.

A. Generally. All new residential development shall be assessed fair share development fees (hereafter known as “fees”). The following types of assessments shall be imposed, unless otherwise provided herein:
   (1) Park, recreation and historic facility improvements.
   (2) Libraries.
   (3) Schools.
   (4) Road improvements.
   (5) Open space and conservation areas.

B. Reports; adoption of findings.
   (1) The findings set forth in the following two reports (hereafter referred to as “reports”) are adopted herewith.
   (2) The reports assess Town facilities and provide the data sources and methodology upon which the following fees are based. The reports are on file at the Town Clerk’s office and are available for examination by the public upon request.

C. Calculation of fees. The fees shall be calculated according to the formulas set forth in the report.
   Over time, the variables in the formulas may change, causing the fees to change. The following sets forth the initially adopted fees per dwelling unit, as outlined in the report:
   (1) Residential dwelling units.

<table>
<thead>
<tr>
<th>Type of Residential Dwelling Unit</th>
<th>Library</th>
<th>Schools</th>
<th>Roads</th>
<th>Open Space</th>
<th>Parks and Recreation</th>
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<tbody>
<tr>
<td>Single family attached</td>
<td>$0.00</td>
<td>$2,578.00</td>
<td>$1,450.83</td>
<td>$3,044.00</td>
<td>$1,500.00</td>
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</tbody>
</table>
Waterman Tavern. 

Plans, Drawings, & Agreements

Plan by Garofalo & Associates,
Dated August 2003
AP 7, Lot 67 & 68

Plan displays a 10' wide access from Putnam Pike to rear New Lot 67. The 10' wide access is between the property of Thomas Winfield and the Masonic Temple. In addition the plan displays "proposed parking layout for Waterman Tavern".

The 10' wide access and proposed "parking for the Waterman Tavern" never came to fruition. However the Garofalo Plan was recorded in town hall records on Oct. 09, 2007 and relied upon for future transactions.

Bill of Sale

Town conveys to the Smithfield Preservation Society the "structure only" for One Dollar on Oct. 3, 2006

Lease

The Town enters a 99 year lease on Oct. 3, 2006 for the land beneath the Smithfield Exchange Bank/Waterman Tavern and the non-exclusive right to utilize the 20 parking spaces depicted on attached Exhibit A in order to provide public access to the "Leased Premises".

Preservation Easement

The Rhode Island Historical, Preservation & Heritage Commission on Oct. 9, 2007 enters into a Preservation Easement with the Smithfield Preservation Society. Section 8 is titled Public Access. Section F is titled Runs with the Land. (the obligations imposed by this Preservation Easement shall be deemed to run as a binding servitude with the land)

Grant of Easement

On Sept. 15, 2009 the owners of the Masonic Temple property granted an easement and 3 parking spaces to the Town of Smithfield.

Administrative Subdivision

On Sept. 17, 2009 the plan depicting the Masonic Temple property easement was approved by the Town Administrative Officer.

Handicap Parking and Accessibility

On January 17, 2018 Robert Leach submitted a plan for parking and handicap accessibility.

Respectfully, Al Costantino
GRANT OF EASEMENT

NG & G Holdings, LLC, a Rhode Island limited liability company with a principal place of business located at 263 Jenkes Hill Road, Lincoln, Rhode Island (hereinafter “Grantor”) for one ($1.00) dollar paid and other good and valuable consideration, hereby grants to the Town of Smithfield, a municipal corporation of the State of Rhode Island, having a principal place of business located at 64 Farmum Pike, Smithfield, Rhode Island 02917, (hereinafter “Grantee”) a perpetual right and easement to pass and repass by vehicular traffic over and across the southerly portions of the Grantor’s land. The access easement is designated at “Proposed 20’ Wide Access Easement” on the plan entitled “ADMINISTRATIVE SUBDIVISION FOR NG & G HOLDINGS, LLC A.P. 7 LOTS 65, TOWN OF SMITHFIELD, A.P. 7 LOT 67 and CUMBERLAND FARMS, INC. A.P. 7 LOT 68 on PUTNAM PIKE in SMITHFIELD, RI”, revision 2 dated 8/19/09, prepared by International Mapping & Surveying Corp. and filed as Document No. 2009 0010 in the Town of Smithfield (hereinafter the “Plan”). The Grantor’s land is designated as A.P. 7 Lot 65 on the Plan. Said Plan has been recorded on even date herewith.

Grantor additionally grants to Grantee a perpetual right and easement to utilize three (3) parking spaces located on the Premises. Said spaces will be specifically designated for use by the Grantee.

In each of the aforementioned grants of easement, Grantor reserves the right to reasonably relocate the sites of the easement(s) (both access and parking spaces) as is deemed necessary in Grantor’s sole discretion and judgment. Grantor’s reasonable relocation of any easement shall not unreasonably interfere with Grantee’s use and enjoyment of said easement.
In Witness whereof, NG & G Holdings, LLC has duly executed this Easement on the 15th day of September, 2009.

NG & G Holdings, LLC

Witness

By: Charles Vachon
TITLE: Member

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on the 15th day of September, 2009, before me personally appeared Charles Vachon, being a Member of NG&G HOLDINGS, LLC, to me known and known by me to be the Party executing the foregoing instrument, and he acknowledged that Instrument by him executed, to be his free act and deed and in said capacity and the free act and deed of NG&G HOLDINGS, LLC.

Notary Public

My commission expires: 12/31/09

F:\DOCUMENT\TER2009\#GRANT OF EASEMENT.doc

TOWN OF SMITHFIELD, R.I.
DIANNE L. ADY, TOWN CLERK
Sep 17, 2009 10:35:34A
PRESERVATION EASEMENT

THIS PRESERVATION EASEMENT is made this 7 day of OCTOBER by and between THE SMITHFIELD PRESERVATION SOCIETY, meaning and intending to include therein their successors and assigns (hereinafter Grantor), and the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS through its Historical Preservation & Heritage Commission (hereinafter sometimes called Grantee).

WITNESSETH:

WHEREAS the Grantor is the owner of land in fee simple, and holds title under the document recorded with the land evidence records of the Town of Smithfield as recorded in Book 600, Page 188, which instrument is not violated by this conveyance, which land (hereinafter "land") is described in Exhibit "A" attached hereto which land is improved with historic structure(s) (said structure sometimes hereinafter called the building), more fully described in Exhibit "B" attached hereto, known as SMITHFIELD EXCHANGE BANK/WATERMAN TAVERN (said land and structures together being hereinafter called the "Premises") which premises possesses historical significance;

WHEREAS the State of Rhode Island, through its Historical Preservation and Heritage Commission, is presently awarding State Preservation Grant funds for restoration of the building and wishes to preclude any activity at the premises which would destroy or impair the historical value of the premises; and

WHEREAS the Grantor is willing to grant to the State of Rhode Island the easement as hereinafter expressed for the purpose of insuring that the value of the premises for such purpose will not be destroyed or impaired;

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, and Grantor does hereby give, grant, bargain, sell, and convey unto the State of Rhode Island and Providence Plantations an easement in the following described premises of the Grantor, of the nature and character and to the extent hereinafter expressed as a covenant running with the land, to be binding upon the parties hereto and their respective successors and assigns, and to that end and for the purpose of accomplishing the intent of the parties hereto to preserve, protect, and maintain the value of the premises of the Grantor as a registered place on the State Register of Historic Places, the Grantor does hereby covenant on behalf of itself, its successors and assigns, with the Grantee, its successors and assigns, to refrain from doing, and to permit the Grantee to do upon the premises of the Grantor, the various acts hereinafter mentioned.

THE EASEMENTS AND RESTRICTIONS shall be effective for a term of TEN (10) years and are as follows:
A. **Grantor's Covenants.** In furtherance of the Preservation Easement herein granted, Grantor covenants:

1. **Demolition.** That Grantor shall not demolish, remove or raze the building.

2. **Alterations.** That without the written permission of Grantee, executed by a duly authorized officer under its corporate seal, which written permission or refusal to grant such permission, including a statement of reasons for refusal, shall be delivered to Grantor by Grantee within thirty (30) days of receipt of Grantor's written request for such approval, there shall be:

   a. no partial demolition or removal of any building or structure located on the real property, except as described in Exhibit “C”

   b. no change in the facade or to the landscape features and improvements or interior portions that are being protected, as set forth in Exhibit "B" subject to the Preservation Easement, including no alteration, partial removal, construction, remodeling or physical or structural change, or change in color or surfacing with respect to the appearance or construction of the facade or the landscape features and improvements

   c. no addition of signs or addition to the facade including fences, or awnings

   d. no expansion of the building either horizontally or vertically

   e. no construction of additional buildings on the premises

   f. no significant alteration of the topography, and no removal or cutting down of specimen trees, except as may be required by good husbandry.

3. **Specification of Materials.** Grantor covenants that Grantee in providing its written authorizations for work may specify all materials, methods, cleaning substances and colors to be used in any such work, provided, nevertheless, that repair or replacement of surface materials will be with materials of the same or similar texture and quality as currently existing and reasonably available.

4. **Casualty Damage.** In the event of casualty damage, no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the real property and to protect public safety, shall be undertaken by Grantor without the prior written approval of the work by Grantee (which written approval shall be given as provided in paragraph (2) above).

5. **Inspection.** Grantor covenants that representatives of Grantee shall be permitted to inspect the building at reasonable times upon reasonable notice for the purpose of determining conformance to this Preservation Easement.

6. **Insurance.** Grantor covenants that it will maintain in force standard property and liability insurance policies. The property insurance policy shall be adequate to provide for
reconstruction of the building and the liability policy shall provide coverage in the amount of at least One Million Dollars ($1,000,000). The liability policy shall name the Grantee as a named additional insured. The amount of property and liability insurance maintained by Grantor shall be adjustable, upon the request of Grantee, to reflect proportionate increases in the cost of construction and the cost of living, respectively, provided that such a request may not be made more frequently than once every three (3) years.

7. **Real Estate Taxes.** The Grantor shall promptly pay all real estate taxes assessed and levied against the building on or prior to the due date, regardless of the status of protests or appeals.

8. **Public Access.** Grantor agrees to allow the public to visit the premises not less than 12 (twelve) days (10:00 AM to 4:00 PM) per calendar year and from time to time and by appointment to permit persons affiliated with educational organizations, professional architectural associations and historical societies to study the property. Any such public admission may be subject to restrictions, mutually agreed upon as reasonably designed for the protection and maintenance of the property. Such admission may be subject to a reasonable fee, if any, as may be approved by the Grantee. Grantor further agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the premises from adjacent publicly accessible areas such as public streets.

9. **Publication.** The Grantee may make photographs, drawings or other representations documenting the significant historical, cultural, or architectural character and features of the property and distribute them to magazines, newsletters, or other publicly available publications, or use them in any of its efforts or activities for the preservation and conservation of Rhode Island’s heritage.

10. **Indemnity.** The Grantor covenants that it shall indemnify and hold Grantee harmless for any liability, costs, attorney’s fees, judgments or expenses to the Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Preservation Easement by the Grantor, or arising out of the conveyance of, possession of, or exercise of rights under this Preservation Easement, excepting any such matters arising solely from the negligence of the Grantee.

**B. Grantee’s Remedies.** In the event of a violation of any provision of this Preservation Easement, in addition to any remedies now or hereafter provided by law, (i) Grantee may, following reasonable notice to Grantor, institute a suit for injunctive relief, specific performance or damages, or (ii) representatives of Grantee may enter upon the real property to correct any such violation, and hold Grantor and Grantor’s successors, heirs and assigns in title responsible for the cost thereof, and such cost, until repaid, shall constitute a lien on the real property. In the event Grantor is adjudicated to have violated any of Grantor’s obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorney’s fees. The exercise by Grantee of one remedy hereunder shall not have the effect of waiving any other remedy, and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time.
C. **Standards for Review.** In exercising any authority created by the Easement to inspect the premises, the buildings, or the facades; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the buildings following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior. In the event that the Standards are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth above, the Grantee may apply reasonable alternative standards, and notify the Grantor of the substituted standards.

D. **Assignability.** Grantor agrees that Grantee may, in its discretion, and without prior notice to Grantor, convey and assign this Preservation Easement to any agency of the State of Rhode Island, to a unit of local government, or not-for-profit corporation or trust provided that the mandated purpose of such assignee includes the preservation of properties of historical, architectural, or cultural significance. Such conveyance, assignment, or transfer shall require that the preservation and conservation purposes for which the Easement was granted will continue to be carried out.

E. **Duration.** This Preservation Easement shall be effective for a period of TEN (10) years. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the premises may make impossible the continued ownership or use of the premises for preservation and conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the building resulting from a casualty of such magnitude that in the opinion of Grantee the building and premises have lost their historical and architectural significance, or condemnation or loss of title through an eminent domain proceeding. Grantor agrees that this Easement shall not be released to the Grantor or its successors or assigns without the consent of the Grantee, which consent shall be appended to such release.

F. **Runs with the Land.** The obligations imposed by this Preservation Easement shall be deemed to run as a binding servitude with the land. This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligations pursuant to this instrument after such person shall cease to have any interest in the Premises by reasons of a bona fide transfer for full value.

G. **Statutory Authority.** This instrument is valid in Rhode Island by virtue of the enactment of Chapter 39 of title 34 of the General Laws of Rhode Island, but the invalidity of such Act or any part thereof shall not effect the validity and enforceability of this instrument according to its terms, it being the intent of the parties that this instrument constitutes a charitable trust, a preservation restriction, a common law easement in gross and a restrictive covenant.

H. **Notices.** Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. If to Grantor, then at Smithfield Preservation Society, 7 John Mowry Rd., Smithfield RI 02917 and if to Grantee, then at the Rhode Island Historical Preservation and Heritage Commission, 150 Benefit Street, Providence, Rhode Island. Each party may change its address set forth
herein by a notice to such effect to the other party. The failure to service a change of address notice shall not waive the notice requirement.

I. Whenever a change of legal ownership is recorded in the land evidence records, it shall be the obligation of the new owner of record to provide to the Commission the owner's name and address where notices may be sent.

J. Compliance with Applicable Ordinances. To the extent this easement permits future development of the Premises, such development shall conform with appropriate local, state or federal standards for construction or rehabilitation. Furthermore, nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between such ordinance and the terms hereof, the ordinance shall prevail and the Grantor promptly shall notify the Grantee of such conflict and shall cooperate with Grantee and the Town of Smithfield and the State of Rhode Island or other appropriate authority to accommodate the purposes of both this instrument and such ordinance.

1. A copy of this Preservation Easement shall be recorded with the City Recorder of Deeds and copies shall be furnished by the Grantor to the Rhode Island Historical Preservation and Heritage Commission.

2. The Grantee shall have the right to install a plaque of suitable design at a point easily visible by the public, from a public way, which plaque shall name the architect, the date of construction and state that the facade is subject to a Preservation Easement held by the Rhode Island Historical Preservation and Heritage Commission.

3. The Grantor acknowledges that the subject matter of this conveyance is a historic preservation restriction which can no longer be transferred, hypothecated or subordinated to liens or encumbrances by the Grantor except as regards to condemnation awards or insurance proceeds.

4. For purposes of furthering the preservation of the premises and buildings and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing, without notice to any party; provided, however, that no such amendment shall limit the duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording among the land records of the Town of Smithfield.
IN WITNESS THEREOF, on the date first shown above, Grantor has caused this Preservation Easement to be executed, sealed and delivered by its

ATTEST: ________________________ GRANTOR: ________________________

THE SMITHFIELD PRESERVATION SOCIETY

Accepted by Grantee, Rhode Island Historical Preservation and Heritage Commission, pursuant to Chapter 39, Conservation and Preservation Restriction on Real Property, this 35 day of SEPTEMBER 2007.

By Edward F. Sanderson, Executive Director
Rhode Island Historical Preservation and Heritage Commission

ATTEST: ________________________

State of Rhode Island
Town/City of

I, the undersigned, a Notary Public in and for said Town/City, in the State aforesaid, do hereby certify that John F. Eminger, Jr. personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is duly authorized, signed, sealed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given my hand and official seal, this 24th day of October, 2007.

Janet A. Elbert
Notary Public

My commission expires; 9/20/09

State of Rhode Island
City of Providence

I, the undersigned, Notary Public, appointed in the City of Providence.
for the State of Rhode Island, do hereby certify that Edward F. Sanderson, personally known to me to be the same person whose name is, as Executive Director of the Rhode Island Historical Preservation and Heritage Commission, a not-for-profit corporation of the State of Rhode Island, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of the corporation and as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of September, 2007.

[Signature]

Notary Public

My commission expires; 6/10/08
SMITHFIELD EXCHANGE BANK
Putnam Pike
Greenville, Rhode Island

EXHIBIT A
BOUNDARY DESCRIPTION
SMITHFIELD EXCHANGE BANK
Putnam Pike
Greenville, Rhode Island

EXHIBIT B
ARCHITECTURAL DESCRIPTION

The Smithfield Exchange Bank (1822) is a two-story, end-gable, almost-square, frame building, with a plain box cornice. The fenestration pattern is irregular—there are 4 bays on the south side, 3 on the east and west, 2 on the north. The windows are mostly 12/12 double-hung sash, but there are also some 2/2 and 6/6 later replacements. The building has a fieldstone and ashlar foundation into which is set (on the north wall) a large stone chimney, now dismantled above the roofline. The wall cover is wood shingles over the original clapboards. There are two plain exterior doors, on the south and west sides.

INTERIOR: A plain stair is located on the south wall. A long wall separates each floor into two rooms; walls and ceilings are plain plaster, the floors are wide wood planks. There is a simple Federal mantel over the first-floor fireplace. The second floor of the bank contains some physical features documenting the use of the building as a bank: a masonry and iron vault built against the north wall, a directors’ room with a cove ceiling, and the bank room on the east side which retains mortises in the floor indicating the location of a bank counter.

The Smithfield Exchange Bank was constructed as an ell on a 1733 tavern. The tavern building was demolished in 1936 as part of a road project, and the ell was modified to stand alone. A new north façade and a partial west wall were constructed, and balloon framing was integrated into the earlier post-and-beam construction.

The Smithfield Exchange Bank is an example of a rural Rhode Island 19th-century bank. The presence here of important elements of the typical bank interior is extremely rare.
Project #06-020

SMITHFIELD EXCHANGE BANK
Putnam Pike
Greenville, Rhode Island

SCOPE OF WORK

The Scope of Work for the continuation of the construction at the Smithfield Exchange Bank will include completion of all of the work to restore and replace clapboards as needed at all elevations of the building, restoration of all of the existing sash and window frames, fabrication of new window sash where needed, fabrication of basement window frames and sash, fabrication and installation of two new exterior doors at the south and west elevations, installation of new period hardware, fabrication and installation of a new bulkhead, completion of all exterior painting, and installation of a permanent electrical service.

PROJECT BUDGET

Estimated Total Expenses:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Elevation:</td>
<td>$12,822.00</td>
</tr>
<tr>
<td>South Elevation:</td>
<td>12,724.00</td>
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<tr>
<td>West Elevation:</td>
<td>11,168.00</td>
</tr>
<tr>
<td>North Elevation:</td>
<td>15,657.00</td>
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<tr>
<td>Electric Service:</td>
<td>3,800.00</td>
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<tr>
<td><strong>TOTAL PROJECT:</strong></td>
<td><strong>$56,171.00</strong></td>
</tr>
<tr>
<td>Grant Share:</td>
<td>21,000.00</td>
</tr>
<tr>
<td>Matching Share:</td>
<td>35,171.00</td>
</tr>
</tbody>
</table>

FINAL PROJECT REPORT

Within thirty (30) days after the termination of this Agreement, the GRANTEE will submit a final project report outlined in the Grant Procedures, Section 7, "The Final Project Report," summarizing accomplishments of goals and objectives as described in Section 1. Final grant payment will not be made until a final project report has been submitted by the GRANTEE. The COMMISSION will withhold the final $1,000 of grant funds until a satisfactory report has been received.
The Town of Smithfield, a Rhode Island Municipal Corporation ("Town"), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, does hereby bargain, sell, grant and convey unto The Smithfield Preservation Society, a Rhode Island Non-Profit Corporation ("Preservation Society"), all of the Town's right, title and interest in and to that certain structure known as the Smithfield Exchange Bank/Waterman Tavern located on Town property situated on Putnam Pike in the Town of Smithfield, Rhode Island, as depicted on the attached Exhibit A.

The Town warrants to the Preservation Society that the Town owns all of the right, title and interest in and to the structure known as the Smithfield Exchange Bank/Waterman Tavern.

THE TOWN MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SMITHFIELD EXCHANGE BANK/WATERMAN TAVERN OR ITS CONDITION; AND THE TOWN CONVEYS THE SMITHFIELD EXCHANGE BANK/WATERMAN TAVERN TO THE PRESERVATION SOCIETY AND THE PRESERVATION SOCIETY ACCEPTS THE SMITHFIELD EXCHANGE BANK/WATERMAN TAVERN AS IS.

The Preservation Society warrants to the Town that the Preservation Society has fully examined the Smithfield Exchange Bank/Waterman Tavern and that the Preservation Society is accepting ownership of the Smithfield Exchange Bank/Waterman Tavern solely in reliance upon such examination and testing and that the Preservation Society is fully satisfied with the Smithfield Exchange Bank/Waterman Tavern as is.

The Town shall incur no obligation or liability whatsoever for or on account of any condition existing in the Smithfield Exchange Bank/Waterman Tavern.

This Bill of Sale shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the Preservation Society and the Town have executed this Bill of Sale as of the ___ day of October, 2006.

Witness:

THE TOWN OF SMITHFIELD

By: Richard A. Poirier
Town Council President
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE:

In the Town of Smithfield this ___ day of October, 2006, before me personally appeared Richard A. Poirier, to me known and known by me to be the Town Council President of the Town of Smithfield and the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in said capacity and the free act and deed of the Town of Smithfield.

[Signature]
Notary Public
Edmund L. Alves, Jr.
My Commission Expires: 7/24/09

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the Town of Smithfield this ___ day of October, 2006, before me personally appeared John F. Emin, Jr., to me known and known by me to be the President of The Smithfield Preservation Society and the party executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of The Smithfield Preservation Society.

[Signature]
Notary Public
Janet A. Enarf
My Commission Expires: 3/20/05
LEASE

THIS INDENTURE OF LEASE, made and entered into this 3 day of October, 2006, between TOWN OF SMITHFIELD, a Rhode Island Municipal Corporation, hereinafter referred to as the “Town”, and THE SMITHFIELD PRESERVATION SOCIETY, a Rhode Island Non-Profit Corporation, located in the Town of Smithfield and State of Rhode Island, hereinafter referred to as the “Preservation Society”.

WITNESSETH

That the Town, in consideration of the covenants and agreements to be kept and performed by the Preservation Society, as hereinafter provided, does hereby lease and demise to the Preservation Society:

The land beneath the Smithfield Exchange Bank/Waterman Tavern and the non-exclusive right to utilize the 20 parking spaces depicted on attached Exhibit A in order to provide public access to said Smithfield Exchange Bank/Waterman Tavern (hereinafter referred to as “Leased Premises”).

The Town and the Preservation Society mutually covenant and agree as follows:

1. TERM OF LEASE: This Lease shall remain in force for a period of Ninety-Nine (99) years from the date hereof; however, this Lease will become null and void and will be subject to renegotiation should the Preservation Society fail to substantially complete renovations to the Smithfield Exchange Bank/Waterman Tavern within five (5) years from the date hereof or should the Preservation Society fail to permit reasonable public access to the Smithfield Exchange Bank/Waterman Tavern after said renovations are substantially complete.

2. CONDITION OF PREMISES: The Preservation Society hereby accepts the Leased Premises in their present condition and acknowledges that the Town has made no representation, warranty or covenant as to the condition of the same.

3. SUBLETTING: The Preservation Society shall not assign or sublet the Leased Premises without the permission of the Smithfield Town Council.
4. **ALTERATIONS:** The Preservation Society shall not make or cause to be made any alterations or changes to the parking area covered by this Lease including blacktopping, construction, demolition, or paving without first obtaining the written consent of the Smithfield Town Council.

5. **LIABILITY INSURANCE:** The Preservation Society shall, during the continuance of this Lease and any extension thereof, include the Town as a named insured on its public liability insurance for the Leased Premises in the minimum coverage of $1,000,000.00. Said policy shall provide for thirty (30) days advance notice of cancellation to the Town. Insurance proceeds due to damage to the structure shall be paid to the Preservation Society. A certificate of said insurance coverage shall be provided to the Smithfield Town Manager upon the execution of this Lease.

6. **LOSS TO PRESERVATION SOCIETY'S PROPERTY:** Any property of the Preservation Society that may at any time be in or upon the Leased Premises shall be at the sole risk of the Preservation Society and the Town shall not be liable for any injury, loss or damage to such property.

7. **SURRENDER OF POSSESSION:** The Preservation Society covenants, upon expiration or sooner termination of this lease, that it will quietly and peaceably surrender up and return the Leased Premises to the Town in as good order and condition as it now is or may be put by either party, reasonable wear and tear excepted.

8. **VANDALISM:** The Preservation Society shall take all reasonable steps to ensure that the use of the Leased Premises does not result in acts of vandalism or trespass to the Town's abutting properties.

**IN WITNESS WHEREOF,** the parties have hereunto caused this instrument to be duly executed, in triplicate, the day and year first above written.

In presence of:

TOWN OF SMITHFIELD

By: Richard A. Poirier
Town Council President
THE SMITHFIELD PRESERVATION SOCIETY

WITNESS

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the Town of Smithfield this 3 day of October, 2006, before me personally appeared Richard A. Poirier, to me known and known by me to be the Town Council President of the Town of Smithfield and the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in said capacity and the free act and deed of the Town of Smithfield.

Notary Public
Edmund L. Alves, Jr.
My Commission Expires: 7/24/09

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the Town of Smithfield this ______ day of October, 2006, before me personally appeared John F. Emin, Jr., to me known and known by me to be a duly authorized representative of The Smithfield Preservation Society and the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of The Smithfield Preservation Society.

Notary Public
Janet A. Elliott
My Commission Expires: 3/15/06
Income Sources for the Restoration of the Smithfield Exchange Bank
State of Rhode Island

RIHPhC – 2008
RIHPhC – 2011
$29,407
21,000

Preserve Rhode Island - 2012
700

Clayville Heritage Association – 2007
1,500

10,391.36

Gregson Foundation – 2009
50,000

Town of Smithfield

Grant: 10,000
Impact Fee Grant: 25,000
2011 Impact Fee Grant: 20,000
2012 Impact Fee Grant: 35,000
2013 Impact Fee Grant: 25,000
2014 Impact Fee Grant: 20,000
2015 Impact Fee Grant: 25,000
2016 Impact Fee Grant: 10,000 170,000

Private Contributions

$29,407
21,000
700
1,500
10,391.36
50,000

Town Capital 2017
10,000
25,000

2019 Town Capital
11,400

Individuals

1,000
50
500
500
50
5,000
1,200
100
100
257
100
25
8,882

Smithfield Preservation Society

2010 Fall Social at Smith Applebee 1,595
2009 Wine and Cheese Event 2,346
2014 Wine and Cheese Event 2,036.50
Membership Dues 246

Total Income $289,246.86
MEMORANDUM

TO:   Peter Scorpio, Building/Zoning Official

FROM: Kevin Cleary, PE, LSIT, Town Engineer

RE: Assessor’s Plat 7, Lot 67 & 68
Parking Requirements for Waterman Tavern
Putnam Pike

As you requested this office is providing you with some technical information with respect to the above referenced subject.

On October 3, 2006 the Town Council approved the Town of Smithfield’s Preservation Society the non-exclusive right to utilize 20 parking spaces on AP 7 Lot 67 for the purposes of operating the Waterman Tavern upon its completed restoration.

Other provisions that shall be incorporated into any parking layout design by the Society shall include, but not be limited to the following:

- A site survey plan, prepared by a Rhode Island registered professional engineer or land surveyor. Site plan shall indicate all existing and proposed features.
- Site plan shall include property lines, existing and proposed topography, existing improvements, proposed parking improvements layout, utility coordination, drainage control and any other existing or proposed features that would indicate a disturbance to the property.
- Drainage control shall be incorporated to control increases in runoff associated with the 25-year design storm. Supporting calculations shall be provided that coincide with the drainage plan. Consideration of proposed drainage controls may include discharges into the adjacent wetlands. RIDEM permitting may be applicable if proposal indicates alterations to wetlands or buffer areas.
Memorandum to Building Official  
Waterman Tavern-Parking Requirements  
October 16, 2008  
Page 2

- RI Department of Transportation approval is required for how the proposed parking is going to access Putnam Pike, US Route 44, State Highway. Physical Alteration Permit is required for any change of use to this property that introduces new vehicles to and from the state highway.

- Conformance with the Landscape Ordinance is required. Applicant shall provide a landscape plan to the Town Engineer for review and approval, if new parking areas or any land disturbance is proposed.

- Finally, any proposed changes to AP 7 Lot 67 shall be coordinated with the Fire Department and shall be approved by the Town Council.
MINUTES OF SMITHFIELD TOWN COUNCIL MEETING
Date: Tuesday, September 4, 2018
Place: Smithfield Town Hall
Time: 6:00 P.M.

Present: Town Council President Paul M. Santucci
        Town Council Vice-President Alberto J. LaGreca, Jr.
        Town Council Member Maxine A. Cavanagh
        Town Council Member Suzanna L. Alba
        Town Council Member T. Michael Lawton
        Town Solicitor Patricia A. Buckley, Esq.
        Town Manager Randy R. Rossi
        Town Clerk Carol A. Aquilante

Motion is made by Council Vice-President LaGreca, seconded by Council member Lawton, Consider, discuss, and act upon matters pursuant to Rhode Island General Laws Sec. 42-46-5(a)(1); Personnel: Town Manager Annual Review. Motion is approved by a unanimous 4/0 vote. Town Clerk Aquilante takes a roll call vote of each Town Council member’s vote to convene the Closed Session. Council member Alba arrives after the Closed Session was convened.

Council President Santucci calls the Tuesday, September 4, 2018 Smithfield Town Council meeting to order at 7:05 p.m.

II. Town Council President Santucci offers a prayer.

III. Town Council President Santucci conducts a salute to the flag.

IV. The Emergency Evacuation and Health Announcement is made by Town Manager Randy Rossi.

V. Presentations: None

VI. Minutes:

A. Move that the minutes of the August 7, 2018 Town Council Open Session meeting be approved, as recorded.

   Motion is made by Council member Alba, seconded by Council Vice-President LaGreca, that the minutes of the August 7, 2018 Town Council Open Session meeting be approved, as recorded. Motion is approved by a unanimous 5/0 vote.

B. Move that the minutes of the August 7, 2018 Town Council Closed Session meeting be approved, as recorded, and sealed.

   Motion is made by Council Vice-President LaGreca, seconded by Council member Cavanagh, that the minutes of the minutes of the August 7, 2018 Town Council Closed Session meeting be approved, as recorded, and sealed. Motion is approved by a unanimous 5/0 vote.
VII. Consider, discuss and act upon the following possible appointments and reappointments:


Motion is made by Council member Lawton, seconded by Council Vice-President LaGreca, that the Smithfield Town Council hereby reappoints Renee Finlay to the Conservation Commission with a term ending July 2021. **Motion is approved by a unanimous 5/0 vote.**

B. Land Trust reappointment with a term expiring September 2023.

Motion is made by Council Vice-President LaGreca, seconded by Council member Cavanagh, that the Smithfield Town Council hereby reappoints Thomas Robitaille to the Smithfield Land Trust for a term expiring September 2013. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings:

A. Conduct a Public Hearing to consider approving the transfer of a Class B-Victualler Beverage License from Four Aces, Inc. d/b/a “Twelve Acres”, 445 Douglas Pike, to New Rainforest, LLC d/b/a “Twelve Acres”, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the Rhode Island Department of Health, and proof of release of a lien from McLaughlin and Moran, Inc. in the amount of $606.30

Council President Santucci opens the Public Hearing.

Fei Pan appears before the Town Council members and explains that he is purchasing Twelve Acres, however, there is an outstanding liquor invoice from Rhode Island Distributing in the amount of $1,658.85.

George Panas, current owner of Twelve Acres explains that he did not receive this outstanding bill until today, and he paid by check at 5:30 p.m. this evening. Mr. Panas shows the Town Council members a copy of the check to Rhode Island Distributing in the amount of $1,658.85

Council President Santucci explains that on the advice of Town Solicitor Buckley the Town cannot approve the transfer of the above liquor license because this a lien against the license.

Mr. Panas asks for an exception because the outstanding amount is a current bill, not a delinquent bill.

Upon further discussion the Town Council members continue this agenda item to the September 18, 2018 Town Council meeting. Once a release of lien is filed with the Town Clerk’s Office the license can be approved by the Town Council and the license can be issued.
IX. Licenses and Permits:

A. Consider approving a new Victualling License for New Rainforest, LLC d/b/a “Twelve Acres”, 445 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, and final approval from the Rhode Island Department of Health.

Motion is made by Council member Lawton, seconded by Council Vice-President LaGreca, that the Smithfield Town Council approve a new Victualling License for New Rainforest, LLC d/b/a “Twelve Acres”, 445 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, and final approval from the Rhode Island Department of Health. Motion is approved by a unanimous 5/0 vote.

B. Consider approving a new Entertainment License for New Rainforest, LLC d/b/a “Twelve Acres”, 445 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

Motion is made by Council member Alba, seconded by Council Vice-President LaGreca, that the Smithfield Town Council approve a new Entertainment License for New Rainforest, LLC d/b/a “Twelve Acres”, 445 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances. Motion is approved by a unanimous 5/0 vote.

C. Consider approving a new Special Dance License for New Rainforest, LLC d/b/a Twelve Acres”, 445 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

Motion is made by Council member Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council approve a new Special Dance License for New Rainforest, LLC d/b/a Twelve Acres”, 445 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances. Motion is approved by a unanimous 5/0 vote.

D. Consider approving four (4) One-Day Beer/Wine Licenses for the Smithfield Senior Center as follows:

1. Lunch and a Laugh - Monday, September 24, 2018 from 12:00 p.m. to 3:00 p.m.
2. Las Vegas Luncheon - Tuesday, September 25, 2018 from 12:00 p.m. to 3:00 p.m.
3. Music and Wine Luncheon - Wednesday, September 26, 2018 from 12:00 p.m. to 3:00 p.m.
4. Dinner Under the Stars - Thursday, September 27, 2018 from 6:00 p.m. to 9:00 p.m.
Motion is made by Council member Lawton, seconded by Council member Alba, that the Smithfield Town Council approve four (4) One-Day Beer/Wine Licenses for the Smithfield Senior Center as follows:

5. Lunch and a Laugh - Monday, September 24, 2018 from 12:00 p.m. to 3:00 p.m.
6. Las Vegas Luncheon - Tuesday, September 25, 2018 from 12:00 p.m. to 3:00 p.m.
7. Music and Wine Luncheon - Wednesday, September 26, 2018 from 12:00 p.m. to 3:00 p.m.
8. Dinner Under the Stars - Thursday, September 27, 2018 from 6:00 p.m. to 9:00 p.m.

All parties will take place at the Smithfield Senior Center, One William J. Hawkins, Jr., Trail, as listed, as applied, subject to compliance with all State regulations and local ordinances. Motion is approved by a unanimous 5/0 vote.

VII. Old Business: None

VIII. New Business:

A. Consider, discuss and act upon the acceptance of public improvements and bond release for Sprague Village - Cherry Blossom Lane and Robin Hollow Circle.

Motion is made by Council member Lawton, seconded by Council Vice-President LaGreca, that the Smithfield Town Council continue this agenda item to the October 2, 2018 Town Council meeting. Motion is approved by a unanimous 5/0 vote.

B. Consider, discuss, and act upon authorizing a request from Ocean State Multisport to hold a Sour Apple Running Festival event in Smithfield on July 14, 2019.

Gary Minissian, Ocean State Multisport, addresses the Town Council members that this is the second year to hold this event. Mr. Minissian explains that last year’s event went very well, and they gave a donation to Senior Center. Mr. Minissian is working with Captain Kenneth Brown and Robert Caine, Recreation Director, when holding the event, along with their approvals. Mr. Minissian further states that they intend to make another donation to the Senior Center this year.

Motion is made by Council member Alba, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorize a request from Ocean State Multisport to hold a Sour
Apple Running Festival event commencing on July 14, 2019. **Motion is approved by a unanimous 5/0 vote.**

C. **Consider, discuss, and act upon proposed tax abatements in the amount of $7,435.99 as recommended by the Tax Assessor.**

Town Manager Rossi explains that there were many motor vehicles issues from DMV during the billing process as well as some businesses no longer in Smithfield.

**Motion** is made by Council Vice-President LaGreca, seconded by Council member Lawton, that the Smithfield Town Council approve the tax abatements in the amount of $7,435.99. **Motion is approved by a unanimous 5/0 vote.**

D. **Consider, discuss, and act upon a contract award for the development of Photovoltaic systems at selected sites and buildings and to enter into a power purchase agreement.**

Michael Phillips, Town Planner, explains that this item is in response to an RFQ issued for the development of on-site solar PV projects and power purchase agreement (PPA), the Town received five (5) proposals. The committee’s task was to review the proposal and hear formal presentations from four (4) of the firms which submitted qualifications. Town Planner Phillips further explains that while all the firms interviewed demonstrated that they had the financial capability and experience to complete the projects for the Town, the firm that demonstrated the greatest experience and offered the most advantageous PPA was Ameresco, Inc. Town Planner Phillips further explains that Ameresco, Inc. is a publicly traded energy services company based in Framingham, Mass., with thirty-nine (39) (MW) of PV projects for municipal entities in New England including landfills, ground mounts, parking lots and roof tops. Accordingly, the committee recommends that Ameresco, Inc. be selected as the Town’s solar PV project firm.

Council member Lawton asks about carport potentials.

Town Planner Phillips explains that there may be incentive for carports in the future.

Council President Santucci asks if anything can be done legally with the Sand Trace property regarding the bond indenture.

Town Planner Phillips replies that it would be a question for our legal department because the bond does refer to use for the schools.

Council President Santucci asks about the North Providence project at the land fill and asks Town Planner Phillips what there challenges were.

Town Planner Phillips replies that there landfill was formally capped; therefore, not have the issues that our Town does.
Town Manager Rossi states that certain RFQ processes in the RI State Law pertaining to engineering and architectural services that do not allow the Town to review the fee as the scoring criteria. Where in this situation it is non-restricted.

Council member Lawton states that he was not in favor of the Ordinance Amendment from a few weeks prior, as the Town is exempt, because they can put up the solar projects where they want to. Council member Lawton is very concerned about a solar field being installed in Deerfield Park.

Town Planner Phillips states that any projects need to be approved by the Town Council.

Council President Santucci feels that he needs more information regarding bonding indenture.

Council member Cavanagh states that the Town Council need to review the updated motion in the Town Council packet.

Town Manager Rossi explains that no action will be taken without Town Council approval, with no cost to the Town.

Alfred Costantino, Town resident, states that requests for qualifications should be allowed to review the prices and should be factored in the RFP. Mr. Costantino asks if the pricing was submitted with the RFQ.

Town Planner Phillips replies that the pricing was submitted with the RFQ.

Mr. Costantino feels that pricing should always be reviewed along with the qualifications.

Kleo Taliadourous, Ameresco, Inc., states that pricing is offered, which is included in the proposal, and the Town will not expend any sites, without permission from the Town Council to use the Town land.

Council member Lawton asks what will happen after the twenty (20) years regarding the maintenance and removal.

Mr. Taliadours replies that after twenty (20) years the Town can renew the contract, or it can be removed.

Mr. Costantino is concerned about the outstanding bonds previously voted on by the Smithfield tax payers.

Donald Brown, Town resident, explains that for many years he has asked for adult softball fields in the Town and each time he was denied. Mr. Brown further explains that all the space at Deerfield Park is needed for sports fields not solar panel projects.
Motion is made by Council member Alba, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes Randy R. Rossi, Town Manager to enter into an agreement with Ameresco, Incorporated to design potential PV systems at the sites listed in the RFQ and to negotiate a potential power purchase agreement that provides long-term energy and cost savings to the Town. Motion is approved by a unanimous 3/2 vote. Council President Santucci and Council member Lawton vote nay.

E. Consider, discuss, and act upon the appointment of a Council liaison to the Economic Development Commission.

Council member Lawton explains that he is no longer on the McCabe Basketball Court Committee and Safety Committee, therefore, he accepts this appointment.

Council Vice-President LaGreca asks if there is a current liaison for the Economic Development Commission.

Council President Santucci replies that they do not currently have a Town Council liaison for this Commission.

Council member Cavanagh feels that this appointment should be done after the November election.

Council President Santucci disagrees because Council member Lawton has done a great job with the other two Committees he served on.

Council Vice-President LaGreca states that although he supports this appointment, the Town Council should be making considerations for Town Council liaisons not just the Town Council President.

Council member Alba agrees that a system should be in place, with Town Council discussion for future liaison appointments to Committees and Commissions.

Alfred Costantino, Town resident, feels that this is a very important matter regarding the future infrastructure of the Town.

Motion is made by Council member Alba, seconded by Council Vice-President LaGreca, that the Smithfield Town Council hereby appoints Council member Michael Lawton to be liaison to the Smithfield Economic Development Commission. Motion is approved by a unanimous 3/2 vote. Council member Cavanagh and Council member Lawton abstains.

F. Consider, discuss, and act upon adoption of a resolution authorizing the financing of the purchase of a Ford E-550 29-passenger van through the Smithfield Capital Lease Fund.
Town Manager Rossi explains that this resolution solidifies the action taken from the August 7, 2018 Town Council meeting for the purchase of a 2019 Ford E-550 29-Passenger Van and finance it over three (3) years. The first year of the three (3) year lease was approved as part of fiscal year 2019 budget. Town Manager Rossi further states that the resolution was reviewed by Town Solicitor Buckley.

Thomas Robitaille, Town resident, asks if a twenty-nine (29) passenger van is needed.

Town Manager Rossi replies that this van would be used for more trips for the seniors and there is a savings by not having a lift in the van.

Council member Cavanagh refers to the language referring to Finance Director and Town Manager in the resolution.

Town Manager Rossi feels that it should be kept to format because they will be hiring a new Finance Director.

Motion is made by Council member Lawton, seconded by Council member Alba, that the Smithfield Town Council authorizes the attached resolution as submitted. Motion is approved by a unanimous 5/0 vote.

XII. Public Comment

Alfred Costantino, Town resident, feels that the largest piece of property in the Town may be coming off the list for a solar project, however, the Town residents are still paying on the bond that was voted by the taxpayers, but nothing was built on the property. Mr. Costantino states that the solar company may reconsider if they cannot build on that property. Mr. Costantino further states that on the taxpayer’s bills there should be a breakdown of the outstanding bonds and the duration of the bonds, while explaining the bond payback time. Mr. Costantino feels there should be no “unknown” to the taxpayers regarding their tax bills and where there taxes are being disbursed to.
XIII. Announce any closed session votes required to be disclosed pursuant to RI General Laws, Sec. 42-46-4.

Council President Santucci explains that there were no votes taken in Closed Session.

XIV. Adjournment.

Motion is made by Council member Alba, seconded by Council member Lawton, to adjourn the meeting. **Motion is approved by a unanimous 5/0 vote.**

Meeting adjourns at 8:51 P.M.

[Signature]

Town Clerk
PLEASE SEE CLOSED SESSION MINUTES ENVELOPE
MINUTES OF SMITHFIELD TOWN COUNCIL MEETING
Date: Tuesday, September 18, 2018
Place: Smithfield Town Hall
Time: 6:00 P.M.

Present: Town Council President Paul M. Santucci
Town Council Vice-President Alberto J. LaGreca, Jr.
Town Council Member Maxine A. Cavanagh
Town Council Member Suzanna L. Alba
Town Council Member T. Michael Lawton
Town Solicitor Patricia A. Buckley, Esq.
Town Manager Randy R. Rossi
Town Clerk Carol A. Aquilante

Motion is made by Council Vice-President LaGreca, seconded by Council member Lawton, Consider, discuss, and act upon matters pursuant to Rhode Island General Laws Sec. 42-46-5(a)(1); Personnel: Town Manager Annual Review and Sec. 42-45-5(a)(2) Existing Litigation. **Motion is approved by a unanimous 4/0 vote.** Town Clerk Aquilante takes a roll call vote of each Town Council member’s vote to convene the Closed Session. Council member Alba arrives after the Closed Session was convened.

I. Council President Santucci calls the Tuesday, September 18, 2018 Smithfield Town Council meeting to order at 7:10 p.m.

II. Town Council President Santucci offers a prayer.

III. Town Council President Santucci conducts a salute to the flag.

IV. The Emergency Evacuation and Health Announcement is made by Town Manager Randy Rossi.

V. Presentations:

A. Waterman Tavern Plan Presentation by Alfred Costantino as requested by Council President Santucci (time limit: 25 minutes).

Council Vice-President LaGreca states that Mr. Costantino should not be allowed to do this presentation this evening because the Town Council members do not have all the information in their Town Council packets.

Council President Santucci disagrees with Council Vice-President LaGreca. Council President Santucci explains that the purpose of this presentation is to give the Town of Smithfield an explanation of the status of the Waterman Tavern with background information.

Council member Lawton would like MR. Costantino to proceed with the presentation.

**Motion** is made by Council Vice-President LaGreca, seconded by Council member Cavanagh, that the Smithfield Town Council not allow Alfred Costantino to make his presentation this evening because of the lack of information to the Town Council.
Council Vice-President LaGreca and Council member Cavanagh vote yes. Council President Santucci, Council member Lawton and Council member Alba vote nay. Motion fails.

Alfred Costantino, Town resident, reviews the following documents:

- Plan by Garofalo & Associates dated August 2003; Plat 7, Lots 67 & 68.
- Bill of Sale
- Lease
- Preservation Easement
- Grant of Easement
- Administrative Sub-Division

*see supporting documentation attached.*

Robert Leach, Historical Preservation Commission Chair, feels that the Historical Preservation Commission should have been part of this presentation because Mr. Costantino is not qualified to comment on this project.

Council Vice-President LaGreca states that he will sponsor the Historical Preservation Commission to be on the agenda to discuss this topic.

Katie Law, Historic Preservation Commission Vice-Chair, explains that Mr. Costantino is lacking some of his information for this presentation, and he is being very biased.

John Emin, Smithfield Preservation Society, President, states that there are no secrets regarding the Smithfield Waterman Tavern and has welcomed Mr. Costantino to have an open discussion regarding this project. Mr. Emin feels that this presentation is very negative and looks forward to the opportunity to explain this project in detail.

Council member Lawton suggests that a work session be scheduled to discuss the Smithfield Waterman Tavern with all interested parties.

VI. Minutes: None

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

A. Smithfield School Committee appointment for a term expiring in November 2020.

   Motion is made by Council Vice-President LaGreca, seconded by Council member Alba, that the Smithfield Town Council hereby appoints Kellie-Ann Heenan to the Smithfield Committee for a term expiring in November 2020. Motion is approved by a unanimous 5/0 vote.
B. **Smithfield Refuse & Recycling Subcommittee appointments (3) with open terms.**

Motion is made by Council member Lawton, seconded by Council Vice-President LaGreca, that the Smithfield Town Council hereby appoints Renee Finlay, Julie Dorsey, and Gene Allen to the Refuse & Recycling Subcommittee with open terms.

Council member Cavanagh questions Town Manager Rossi about these appointments and if they are a subcommittee.

Town Manager Rossi explains that Renee Finlay is a member of the Conservation Commission and would be the replacement of a previous Conservation member, as well as Julie Dorsey, School Department designee and Gene Allen, Public Works Director.

Council member Cavanagh would like to have the motion specify the department or Commission the person are a part of.

Motion is made by Council Vice-President LaGreca, seconded by Council member Lawton, that the Smithfield Town Council rescind the previous motion.

Motion is made by Council member Cavanagh, seconded by Council member Lawton, that the Smithfield Town council hereby appoints Renee Finlay, Smithfield Conservation Commission; Julie Dorsey, LaPerche Elementary School Principal and Gene Allen, Public Works Director to the Refuse & Recycling Committee with open terms. Motion is approved by a unanimous 5/0 vote.

VIII. **Public Hearings:**
A. **Continuance of a Public Hearing to consider approving the transfer of a Class B-Victualler Beverage License from Four Aces, Inc. d/b/a “Twelve Acres”, 445 Douglas Pike, to New Rainforest, LLC d/b/a “Twelve Acres”, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, and final approval from the Rhode Island Department of Health.**

Town Manager Rossi explains that everything is in good order and we welcome this new business to the Town of Smithfield

Hearing no further comments Council President Santucci closes the Public Hearing.

Motion is made by Council member Alba, seconded by Council Vice-President LaGreca, that the Smithfield Town Council approve the transfer of a Class B-Victualler Beverage License from Four Aces, Inc. d/b/a “Twelve Acres”, 445 Douglas Pike, to New Rainforest, LLC d/b/a “Twelve Acres”, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, and final approval from the Rhode Island Department of Health. Motion is approved by a unanimous 5/0 vote.
B. Conduct a Public Hearing to consider approving the transfer of a Class A Beverage License from Laurito’s Liquor, Inc. d/b/a “Damon’s Wine and Spirits”, located at 637B Putnam Pike, to Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, with the hours of operation to be Monday through Saturday 9:00 a.m. to 10:00 p.m. and Sunday 10:00 a.m. to 6:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and TIP Cards.

Council President Santucci opens the Public Hearing.

Kayla O’Connor represents the buyer in this transaction.

Council President Santucci states that the two (2) lien releases have been received.

Hearing no further comment Council President Santucci closes the Public Hearing.

Motion is made by Council Vice-President LaGreca, seconded by Council member Cavanagh, that the Smithfield Town Council approve the transfer of a Class A Beverage License from Laurito’s Liquor, Inc. d/b/a “Damon’s Wine and Spirits”, located at 637B Putnam Pike, to Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, with the hours of operation to be Monday through Saturday 9:00 a.m. to 10:00 p.m. and Sunday 10:00 a.m. to 6:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and TIP Cards. Motion is approved by a unanimous 5/0 vote.

C. Consider scheduling a public hearing on October 16, 2018 to consider a Zoning Ordinance Amendments to Article 4.3 “Land Use Table” and Article 4.4, Section F(3) “Restaurant and Entertainment Uses” and refer to the Planning Board, Town Planner, and Town Engineer for review and comments to be received no later than October 10, 2018.

Timothy Kane, Esq. is present and explains that he spoke with Town Planner Phillips and due to the size of the agenda of the October 20, 2018 Planning Board meeting, he requests that this be heard at the November 20, 2018 Town Council meeting and the statutory deadlines be waived.

Thomas Hodgkins, Town resident, states that this Zoning Amendment was submitted to the Town Planner and Zoning Official. Mr. Hodgkins states that the Zoning Official is sponsored by a member of the Town Council. Mr. Hodgkins is unclear at time if a Town Council member sponsored this Zoning Amendment.

Attorney Kane states that he has never asked a Town Council member to sponsor a Zoning Ordinance Amendment because he would like everyone keep an open mind when coming before them.

Mr. Hodgkins states that on Ordinance requires Town Council member sponsorship.
Council President Santucci states that the Town Council would take this under advisement and refer to Town Solicitor Buckley for review.

**Motion** is made by Council Vice-President LaGreca, seconded by Council member Lawton, that the Smithfield Town Council hereby schedules a public hearing on Tuesday, November 20, 2018 to consider Zoning Ordinance Amendments to Article 4.3 “Land Use Table” and Article 4.4, Section F (3) “Restaurant and Entertainment Uses” and refer to the Planning Board, Town Planner, and Town Engineer for review and comments to be received no later than November 10, 2018. **Motion is approved by a unanimous 5/0 vote.**

**IX. Licenses and Permits:**

**A.** Consider approving an application for the temporary expansion of a Class B-Victualler licensed premises to include the parking lot of BZB Enterprises, Inc. d/b/a “Parente’s Family Restaurant”, 1114 Douglas Pike, for a 2018 Bryant University Reunion and Homecoming Weekend to be held on Friday, September 21, 2018 and Saturday, September 22, 2018 from 11:00 a.m. to 1:00 a.m., under a tent on the restaurant grounds, as applied, subject to compliance with all State regulations, local ordinances, final approval from the Building Official, and final approval from the Fire Department. **Motion is made by Council Vice-President LaGreca, seconded by Council member Alba, that the Smithfield Town Council approve the temporary expansion of a Class B-Victualler licensed premises to include the parking lot of BZB Enterprises, Inc. d/b/a “Parente’s Family Restaurant”, 1114 Douglas Pike, for a 2018 Bryant University Reunion and Homecoming Weekend to be held on Friday, September 21, 2018 and Saturday, September 22, 2018 from 11:00 a.m. to 1:00 a.m., under a tent on the restaurant grounds, as applied, subject to compliance with all State regulations, local ordinances, final approval from the Building Official, and final approval from the Fire Department. **Motion is approved by a unanimous 5/0 vote.**

**B.** Consider approving a new Victualling License for Ivy and Lace Bake Shop, LLC d/b/a “Ivy and Lace Bake Shop”, 546 Putnam Pike, as applied, subject to State regulations, local ordinances, and final approval from the Rhode Island Department of Health. **Motion is made by Council Vice-President LaGreca, seconded Council member Cavanagh, that the Smithfield Town Council approve a new Victualling License for Ivy and Lace Bake Shop, LLC d/b/a “Ivy and Lace Bake Shop”, 546 Putnam Pike, as applied, subject to State regulations, local ordinances, and final approval from the Rhode Island Department of Health. **Motion is approved by a unanimous 5/0 vote.**

Amy Ruggere and Amanda Thompson appears before the Town Council and explain that their location is next to Pixies Hair Salon located on Putnam Pike.

Council Vice-President LaGreca welcomes them to the Town of Smithfield.
C. Consider approving fifteen (15) One-Day Special Event Licenses for Seven Cedars Farm for a “Haunted Trailer Ride”, 10 John Mowry Road on the following dates:

- Friday, October 5, 2018 from 7:00 p.m. to 10:00 p.m.
- Saturday, October 6, 2018 from 7:00 p.m. to 10:00 p.m.
- Sunday, October 7, 2018 from 7:00 p.m. to 9:00 p.m.
- Friday, October 12, 2018 from 7:00 p.m. to 10:00 p.m.
- Saturday, October 13, 2018 from 7:00 to 10:00 p.m.
- Sunday, October 14, 2018 from 7:00 p.m. to 9:00 p.m.
- Friday, October 19, 2018 from 7:00 p.m. to 10:00 p.m.
- Saturday, October 20, 2018 from 7:00 p.m. to 10:00 p.m.
- Sunday, October 21, 2018 from 7:00 p.m. to 9:00 p.m.
- Friday, October 26, 2018 from 7:00 p.m. to 10:00 p.m.
- Saturday, October 27, 2018 from 7:00 p.m. to 10:00 p.m.
- Sunday, October 28, 2018 from 7:00 p.m. to 9:00 p.m.

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

Council member Lawton asks the amount of attendance at each event.

Council member Alba understands it varies from each event.

John Emin, Seven Cedars Farm, replies that each night there maybe 500 to 600 depending on the weather and it varies based on the day.

Motion is made by Council member Lawton, seconded by Council member Alba, that the Smithfield Town Council approve fifteen (15) One-Day Special Event Licenses for Seven Cedars Farm for a “Haunted Trailer Ride”, 10 John Mowry Road on the following dates:

- Friday, October 5, 2018 from 7:00 p.m. to 10:00 p.m.
- Saturday, October 6, 2018 from 7:00 p.m. to 10:00 p.m.
- Sunday, October 7, 2018 from 7:00 p.m. to 9:00 p.m.
- Friday, October 12, 2018 from 7:00 p.m. to 10:00 p.m.
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- Sunday, October 21, 2018 from 7:00 p.m. to 9:00 p.m.
- Friday, October 26, 2018 from 7:00 p.m. to 10:00 p.m.
- Saturday, October 27, 2018 from 7:00 p.m. to 10:00 p.m.
- Sunday, October 28, 2018 from 7:00 p.m. to 9:00 p.m.
All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

**Motion is approved by a unanimous 5/0 vote.**

**X. Old Business: None**

**XI. New Business:**

Council President Santucci explains that because of a memo received from the Police Chief today concerning an unexpected occurrence that requires immediate action to protect the public, he is asking for a motion to add the scheduling of a Show-Cause Hearing against the Sky Lounge to the agenda.

**Motion** is made by Council member Lawton, seconded by Council Vice-President LaGreca, that we add an item to the agenda under New Business to consider and vote upon issuing a show-cause notice and scheduling a Show-Cause Hearing concerning issues at the Sky Lounge as requested by the Police Chief in his memo dated September 18, 2018. **Motion is approved by a unanimous 5/0 vote.**

**A. Scheduling of a Show-Cause Hearing for October 2, 2018 concerning issues at the Sky Lounge.**

Council member Cavanagh and Council member Alba asks if something can be done sooner.

Town Solicitor Buckley explains that they need to give the establishment ten (10) day notice.

**Motion** is made by Council Vice-President LaGreca, seconded by Council member Alba, that we issue a Show-Cause notice to be drafted by the Solicitor to the Sky Lounge as requested by the Police Chief and schedule the Show-Cause Hearing on the notice so issued for October 2, 2018. **Motion is approved by a unanimous 5/0 vote.**

**B. Consider, discuss, and act upon a request from Dean Estates Affordable Condominiums (AP 42/227), comprised of 31 units located on Justin Circle, for participation in the Town’s rubbish and recycling program.**

Council member Lawton asks if the Town will be addressing this issue for future condominium complexes.
Town Manager Rossi explains that the Town Council approved of each individual condominium complex, however, we are now considering drafting a new ordinance and have a practice in place.

Council member Cavanagh suggests that Town Manager Rossi consult with Melissa Chaput, Refuse & Recycling and Gene Allen, Public Works Director.

Motion is made by Council member Lawton, seconded by Council Vice-President LaGreca, that the Smithfield Town council hereby authorizes Dean Estates Affordable Condominiums (AP 42/227), comprised of 31 units on Justin Circle, to participate in the Town’s rubbish and recycling program. Motion is approved by a unanimous 5/0 vote.

C. Consider, discuss, and act upon authorizing a Request for Proposals for street line painting services.

Gene Allen, Public Works Director, states that he looking to secure a contract for the next three (3) years.

Council President Santucci asks if there are standard contracts.

Town Manager Rossi explains that Director Allen has implemented standard contracts that Town Solicitor Buckley has approved.

Council member Cavanagh asks about Appendix D.

Director Allen replies that this is a list of streets that have center lines and edge lines existing, which are not in order of preference.

Motion is made by Council Vice-President LaGreca, seconded by Council member Alba, that the Smithfield Town Council authorize the Public Works Director to advertise requests for proposal for Street Line Painting Services. Motion is approved by a unanimous 5/0 vote.

D. Consider, discuss, and act upon authorizing a Request for Proposals for pavement crack sealing services.

Council member Cavanagh asks about the amount of funding on the bid form.

Director Allen replies that the amount budgeted should be specified as the estimated RFP.

Motion is made by Council Vice-President LaGreca, seconded by Council member Alba, that the Smithfield Town Council authorize the Public Works Director to advertise requests for proposals for Pavement Crack Sealing services. Motion is approved by a unanimous 5/0 vote.

E. Consider, discuss, and act upon authorizing a contract award for full depth reclamation, cold planning, and bituminous concrete.
Director Allen explains that included in their packet this evening is an analysis of the three (3) lowest bidders.

**Motion** is made by Council member Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the Public Works Director to enter into a contract for the Rehabilitation of Roads with the lowest responsible bidder, Pawtucket Hot Mix Asphalt Inc. of 25 Concord Street, Pawtucket, RI 02860. **Motion is approved by a unanimous 5/0 vote.**

**F. Consider, discuss, and act upon a request from Seven Cedars Farm to consider amending Town Ordinance Chapter 186 “Entertainment, Shows, and Special Events”, Article III “Special Events” to reduce the special events license fee.**

John Emin, Seven Cedars Farm is present to address the Town Council this evening concerning all of his special event licenses. Mr. Emin refers to Chapter 186, Entertainment, Show and Special Events Ordinance and is seeking a change in the existing Ordinance which would be to remove the last two works “per diem” from Section 186-21, License Fees. Mr. Emin further states that the whole event cost this year to him is $800.00, which is of sizable cost.

Council member Alba feels that the nature of the events are under one event over multiple days, therefore she supports an Ordinance Amendment.

Council President Santucci states that Ordinance Amendments are currently under review by the Lean Committee and the Town needs to be equitable and fair to all.

Town Manager Rossi states that many of the License Ordinances are being reviewed at the current time and have a work session in the future for all the Ordinance Amendments.

**G. Consider, discuss, and act upon a request from the Smithfield Sportsman’s Club for relief from real estate and personal property taxes pursuant to Rhode Island General Laws Sec. 44-3-3(25).**

Council President Santucci states that this agenda item will be continued to the October 2, 2018 Town Council meeting.

**Motion** is made by Council member Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council continue this agenda item to the October 2, 2018 Town Council meeting.

**H. Consider, discuss, and act upon proposed tax abatements in the amount of $11,706.64 as recommended by the Tax Assessor.**

Town Manager Rossi that these abatements are granted as a result of appeals on real estate, personal property, and motor vehicle taxes.

Council member Cavanagh asks about the poverty exemption.
Town Manager Rossi replies that there were a select few eligible for the poverty exemption and we usually do not disclose the resident’s name and information.

Motion is made by Council member Alba, seconded by Council Vice-President LaGreca, that the Smithfield Town Council approve the tax abatements in the amount of $11,706.64. Motion is approved by a unanimous 5/0 vote.

I. Consider, discuss, and act upon authorizing the Smithfield Fire Department to accept the Assistance to Firefighters Grant Award in the amount of $223,000.

Robert Seltzer, Fire Chief addresses the Town Council members and explains that in their agenda packet this evening is an award notification for an Assistance to Firefighters Grant (AFG) that the Smithfield Fire Department has been awarded. Chief Seltzer further explains that the grant is for the purchase of Self-Contained Breathing Apparatus (SCBA). Chief Seltzer states that the Smithfield Fire Department will use its $202,728 AFG grant to purchase replacements for its outdated Self-Contained Breathing Apparatus units. The old units are no longer compliant with National Fire Protection Associations standards, and the replacement units will ensure efficient emergency response by providing breathable air to firefighters during rescue operations and other situations involving toxic and dangerous air conditions. Chief Seltzer further states that the total grant award is $223,000 of which the grant covers $202,728 and the Town of Smithfield is responsible for a match of $20,272. Chief Seltzer states that he and Town Manager Rossi have worked to identify operating funds that would cover the expense of the Town match. Chief Seltzer respectfully request that the Town Council authorize the Fire Department to accept the grant award and move forward with the purchase of the SCBA equipment.

Motion is made by Council Vice-President LaGreca, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the Smithfield Fire Department to accept the Assistance to Firefighters Grant award and move forward with the purchase, award no. EMW-2017-FO-03100, in the amount of $202,728.00, with a local match in the amount of $20,272.00. Motion is approved by a unanimous 5/0 vote.

Town Manager Rossi expresses his gratitude to Chief Seltzer and his team for all their hard work in getting this grant.

XII. Public Comment

Gary Tikoian, Town resident, asks for an update on the Anna McCabe Basketball courts project.

Town Manager Rossi states if weather permits the contractor will be this week to fill in the cracks.

Mr. Tikoian asks if there is a twenty (20) year warranty for the courts which includes the cracks.

Town Manager Rossi replies that the warranty covers the crack and guarantees it won’t show through as well as any other issues that may occur.
Donald Brown, Town resident, explains that on September 20, 2018 the Planning Board will meet to discuss a right turn in and right turn out only at the project on Esmond Street. Mr. Brown believes that now the Planning Board will discuss a left turn in and right turn out. Mr. Brown believes the exit off Route 295 is very congested, especially when there will be delivery trucks going in and out of the development. Mr. Brown refers to an Ordinance licensing yard sales. Mr. Brown explains that the yard sales signs are not being taken down around Town as they should be. Mr. Brown also states that when the Town Council President states that people do not have a point of order there are parliamentary law procedures in effect that give the people right to have discussion on a certain agenda item.

Alfred Costantino, Town resident, states that there is a certain fundamental premise regarding construction development and there are certain items addressed during construction, such as, egress and access. Mr. Costantino explains that the Waterman Tavern has been given and excess of $218,000 and the project is still not completed. Mr. Costantino explains tonight’s presentation was to show the facts regarding the Waterman Tavern.

Council Vice-President LaGreca explains that he wanted to hear Mr. Costantino’s presentation, however, he needed more information.

Mr. Costantino feels there are a great deal of legal issues to be straightened out regarding this project.

Thomas Robitaille, Town resident, agrees with Mr. Robitaille, because the Exchange Bank is an eye sore and it is a hazard to the public. Mr. Robitaille states that taxpayers paid for the funding for the project, but cannot access the building.

XIII. Announce any closed session votes required to be disclosed pursuant to RI General Laws, Sec. 42-46-4.

Council President Santucci explains that there were no votes taken in Closed Session.

XIV. Adjournment.

Motion is made by Council member Alba, seconded by Council member Lawton, to adjourn the meeting. Motion is approved by a unanimous 5/0 vote.

Meeting adjourns at 8:51 P.M.

[Signature]
Town Clerk
PLEASE SEE CLOSED SESSION MINUTES ENVELOPE
**Proposed Motion:**

That the Smithfield Town Council hereby grants a request for continuance of the Sky Lounge show cause hearing to the November 20, 2018 Town Council meeting.
SUMMONS AND NOTICE OF VIOLATION

DATED: September 20, 2018

TO: Ray Fren  Andrew Cohen
    2 Martha's Way  12 Dogwood Circle
    Franklin, MA 02038  Franklin, MA 02038
    VIA CERTIFIED MAIL  VIA CERTIFIED MAIL
    #7008-3510-0799-994141 #7008-3510-0799-994141

RE: SKY LOUNGE, 55 Douglas Pike, Smithfield, RI 02917

You are hereby summoned to appear at a hearing to be held by the Town Council of the Town of Smithfield acting as the Board of License Commissioners on Tuesday, October 2, 2018 at the Smithfield Town Hall, Council Chambers, 64 Farnum Pike, Smithfield, Rhode Island at 7:00 o'clock p.m. on the question of appropriate sanctions/action concerning allegations that you violated the law by allowing the above-referenced premises to become disorderly so as to annoy and disturb the persons inhabiting or residing in the neighborhood. Such sanctions/action may include the imposition of fines as well as suspension or revocation of the Victualling, Beverage Class B-V and Entertainment licenses granted for the premises located at 55 Douglas Pike Smithfield, RI (“the Premises”). This hearing has been ordered pursuant to authority granted to the Town Council of the Town of Smithfield under the General laws of the State of Rhode Island, Title 3, Chapter 5, et. seq.

The preliminary investigation of this matter, which investigation is continuing and may reveal further areas of inquiry, indicates that you may have violated or breached the laws of the State of Rhode Island on September 16, 2018 when a large and disorderly disturbance occurred at the Premises that spilled out into the parking lot and involved the discharge of a weapon. The Town alleges the following violations:

1. Failure to manage crowd size on the Premises
2. Failure to manage crowd behavior at the Premises;
3. Failure to provide sufficient security inside and outside of the Premises;
4. Failure to prevent contraband from being brought onto the Premises;
5. Failure to take appropriate action while anticipating issues that ultimately lead to a large and disorderly disturbance at the Premises on September 16, 2018;
6. Failure to observe capacity limits;
7. Such other and further violations as may become apparent from the continued investigation of this matter.

In accordance with the General Laws of Rhode Island, you are notified that you may give testimony and offer evidence at said hearing. You may also obtain legal representation for said hearing at your expense if you so desire. If you fail to appear as summoned, action may be taken in your absence.

By Order of the Town Council of the Town of Smithfield.

Paul M. Santucci, President
Smithfield Town Council acting as
Board of License Commissioners
September 25, 2018

Attention: Clerk
Board of License Commissioners
Town of Smithfield
64 Farnum Pike
Smithfield, R.I. 02917

RE: VIOLATION HEARING
SKY LOUNGE
55 Douglas Pike
Smithfield, R.I.

Dear Clerk:

This office represents Sky Lounge with respect to violations arising out of a police call on September 16, 2018. May this letter serve as our formal denial of violations 1-7. Please know that the business principals, Mr. Ray Fren and Mr. Andrew Cohen, are equally disturbed and have since increased security. The owners have reached out to the Police Chief with inquiry into hiring a private duty officer for Saturday nights. The Police have not yet approved that request.

Please also note that pre-hearing discovery is necessary and Discovery Request is made upon the Town and Board of License Commissioners for all records as follows:

1. Any and all records concerning Fire Department and or police dispatch, response and incidents at Sky Lounge, both for the September 16, 2018 incident and all prior occurrences, complaints, dispatches to that location.

2. All evidence of crowd size outside and capacity inside, the count of numbers in support of any alleged violations of capacity limits.

3. All records in support of the allegation of insufficient security for both inside and outside the premises.

4. All evidence of “contraband” being brought onto the premises and definition of what is described as contraband. More specifically and such “contraband”
seized, tested and substance or item it was determined and by what method and by whom.

5. All evidence in support of the allegation of failure to anticipate issues that lead to a large and disorderly disturbance at the Premises on September 16, 2018.

6. All police reports, narratives and statements, including any and all arrest records related to the incident of September 16, 2018 herein.

7. Any and all fire marshal and/or fire department inspection report and findings concerning any alleged violation of capacity limits.

8. Any and all photographs, video and or electronically recordings both inside the premises and outside, the same in possession of the Town and or its Police Department.

9. Any and all matters, documents, items, evidence and alike in possession of the Town of Smithfield the same which concerns Sky Lounge relative to the alleged violations 1-7.

In order to ensure a fair and impartial governmental hearing, as well as to protect the due process rights and property interests of Sky Lounge, a full discovery exchange should be completed first. As such, the scheduled violation hearing should be continued until such time the records may be produced. In the interim, Sky Lounge is more than willing to hire private detail police and also increase security.

Kindly advise accordingly.

Sincerely,

Guy J. Settipane, Esq.

cc: Mr. Randy R. Rossi, Town Manager
    Police Chief - Smithfield Police Department
    Mr. Ray Fren and Mr. Andrew Cohen
    Patricia Buckley, Esq.
DATE:      September 26, 2018

TO:         Smithfield Town Council

FROM:       Carol Banville – License Coordinator

SUBJECT:    New Massage Establishment License for the October 2nd Town Council Meeting

BACKGROUND:

Body Grateful Day Spa, LLC d/b/a “Body Grateful Day Spa”, has applied for a new Massage Establishment License for their business located at 10A Cedar Swamp Road.

TOWN REVENUE:

The cost of a Massage Establishment License is $100.00.

SUPPORTING DOCUMENTS:
Copy of application
Copy of BCI check - no record
Copy of five (5) letters of recommendations
Copy of driver’s license
Copy of photo
Copy of fingerprints
Copy of physician’s letter
Copy of Diploma

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Massage Establishment License, as applied, subject to compliance with all State regulations and local ordinances:

1. Body Grateful Day Spa, LLC d/b/a “Body Grateful Day Spa”, 10A Cedar Swamp Road
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

PLEASE PRINT:
Note: Please fill in ALL the necessary information.

Date of Application: 7/17/18

Type of License: MASSAGE ESTABLISHMENT

Name of Applicant: Katie King

Resident Address: 674 Faith Hill Ave, Newport, RI 02840

Operating Under Trade Name of: Body Careful Day Spa

Date of Birth: 06-30-1986

Business Address: 102 Cedar Grove Rd, Newport, RI 02840

Date of Birth: 07-30-1983

Business Telephone: 401-301-1583

If incorporated, fill in necessary information: State: RI  Title: Person in Charge  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: Massage therapy

Hours of Operation: 9-6

Signature of Applicant:  Title: Massage therapist/Owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Jessica Fritzell  Address: 71 Oregon Ave, Newport, RI 02840  Phone: 401-232-2456

Name: Michael Gallagher  Address: 674 Faith Hill Road, Newport, RI 02840  Phone: 401-249-7053

For Official Use Only

Police Chief:  Fire Chief: Owner of premises:

Building Official:  
RI Dept. of Health:  

At a meeting of the Smithfield Town Council, held on 10/1/18, the above stated application was:

( ) Approved  ( ) Denied  License #:  Date Issued:
1. **NAME OF CANDIDATE:** (PRINT)

   **LAST**

   Tessier

   **FIRST**

   Katelynn

   **MIDDLE**

   Elizabeth

2. **DATE OF BIRTH**

   06-22-1986

3. **PLACE OF BIRTH**

   Providence

4. **CURRENT ADDRESS**

   City: North Providence Day SPA

5. **NAME OF BUSINESS**

   Body Grateful Day SPA

6. **TYPE OF BUSINESS**

   Day SPA

7. **BUSINESS ADDRESS**

   10 Cedar Street Rd, Smithfield, RI, 02917

8. **IS BUSINESS INCORPORATED**

   IF SO, LIST OFFICERS

9. **BUSINESS PHONE**

   (401) 301-1583

10. **HOME PHONE**

    

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

<table>
<thead>
<tr>
<th>From Mo./Yr.</th>
<th>To: Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/17</td>
<td>Current</td>
<td>City: North Providence Day SPA</td>
<td>North Providence, RI</td>
</tr>
<tr>
<td>9/15</td>
<td>11/17</td>
<td>2 Roosevelt Ave</td>
<td>Johnston, RI</td>
</tr>
<tr>
<td>1/11</td>
<td>9/15</td>
<td>195 Central Ave</td>
<td>Providence, RI</td>
</tr>
</tbody>
</table>

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. **NAME**  
      Katie Tash
      **ADDRESS**  
      10 Cypress Dr, Greenville, 02828
      **PHONE**  
      (401) 440-467

   2. **NAME**  
      Vincent Bono
      **ADDRESS**  
      1 Depot St, West Warwick, RI, 02893
      **PHONE**  
      (401) 999-2420

   **CANDIDATE’S SIGNATURE:**

   [Signature]

   **Witness:**

   [Signature]
To Whom It May Concern,

I have had the privilege of working with Katelynn Tessier for the past three years and I have recognized her intelligence, competence, and skill not just within her field but also within the community. She possesses a professional aura and seeks to provide her services with the utmost professional manner. I have worked more directly with Ms. Tessier during the past two years, as well as share a clinical approach among medical professionals at the Rhode Island Rehabilitation Hospital’s Spine Center and have received nothing but rave reviews from any patients we have co-treated. Body Grateful would be nothing short of a quality therapeutic addition to any community.

Ms. Tessier is also a proud and devout mother of two well behaved, polite, and enthusiastic daughters who provide the respectful reflection any parent would seek to achieve. Any time not spent in the community or in the office is spent with her family and loved ones. Ms. Tessier would be a fine addition to any community, let alone the business community.

Best,
Matthew F. Espanola
Espanola Chiropractic
Founder/President/Chiropractic Physician
August 9, 2018

Town of Smithfield

To whom this may concern:

It is my extreme pleasure to attest to Katelynn Tessier’s good moral character and professionalism.

I have been a client of Katelynn’s for over four years and was extremely lucky to be able to receive therapy with her after I was in an automobile accident. Not only did Katelynn shorten my recovery time but she continues to help me maintain my good health and assists me while dealing with new physical issues that have challenged me.

Katelynn Tessier will be an asset to any town she has her business in. I believe that her business will bring new income to your town. Katelynn’s office staff holds the highest standards of professionalism and cleanliness. Massage therapy is a necessity in my life and I have nothing but great things to say about her. I am grateful for the therapy I receive with Katelynn as I would not be able to function correctly on a daily basis without her assistance. My husband and daughter also see Katelynn to help them with their pain and physical issues.

Please feel free to reach out to me should you need any additional information. I can be reached at (401) 339-6566.

Sincerely yours,

Mona Iacovino
To Whom It May Concern:

It is with great confidence that I recommend Katelyn Tessier with Body Grateful INC. to open a business in Smithfield. As a resident and business owner in Smithfield I believe she will be a great asset to our community. Katelyn has been treating me with therapeutic massage, for over five years and has treated me with the utmost respect and curtsy. Katelyn works hard to maintain a positive, professional, relaxing and clean environment.

If you have any questions or concerns please feel free to contact me.

Thank you,

Katie Tashash
To: Town of Smithfield, RI  
From: Donna Mitchell  
Date: August 27, 2018  
RE: Letter of Recommendation for Katelyn Tessier  

I have been a client of Katelyn’s for ten years. She is a kind, compassionate woman who takes her job seriously as she strives to meet the individual needs of me and my family members. I first met Katelyn at Oneida Vann Day Spa in Cumberland, RI and I continued to follow her to her private practice at Body Grateful Therapeutic Massage in Woonsocket, RI. The consummate professional, Katelyn takes great care to listen to my concerns and she always meets my needs. Her massage rooms are immaculate, private and respectful of my dignity. Katelyn’s staff is always courteous and attentive. I will always remember Katelyn’s acts of kindness while I was undergoing treatment during a significant health crisis. In my humble opinion, a true test of one’s character is revealed when someone goes out of their way to support someone in need. Katelyn, for sure, is a compassionate woman who displays impeccable character.

I whole heartedly recommend Katelyn for consideration to open a business in your community. I will be her first customer!

Sincerely,  
Donna Mitchell  
Donna Mitchell, MEd. COMS  
Orientation and Mobility Specialist  
Paul V Sherlock Center on Disabilities at Rhode Island College  
Dmitchell@ric.edu  
(401) 456-2760
September 24, 2018

To Whom It May Concern,

I have been a client of Katelynn Tessier for the past three years. She has always been very professional. Her office space is clean and welcoming. Katelynn has helped me with back problems. I have recommended her to any one that needs a massage therapist.

Sincerely,

Greg Petzold
Community College of Rhode Island

Clinical Excellence Award

The Therapeutic Massage Program
Proudly presents

This Award on January 19, 2008
To

Katelynn E. Volpino
In recognition of
Outstanding Clinical Achievement

Director, Therapeutic Massage Program
Community College of Rhode Island

State of Rhode Island and Providence Plantations

To all to whom these presents may come, Greetings:
The Board of Governors for Higher Education by virtue of
their authority, and upon recommendation of the faculty,
have conferred on

Katelynn Elizabeth Volpigno
the degree of

Associate in Applied Science

in consideration of the completion of the required course of studies.
Given at the Community College of Rhode Island in the
State of Rhode Island and Providence Plantations
on the twenty-fourth day of December in the Year of Our Lord 2007.

Frank Caprio
Chair, Board of Governors for Higher Education

Ray Di Palma
President
Memorandum

DATE: September 26, 2018

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Massage Therapy License for the October 2\textsuperscript{nd} Town Council Meeting

BACKGROUND:
Katelynn Tessier has applied for a new Massage Therapy License to conduct therapeutic massage at “Body Grateful Day Spa”, 10A Cedar Swamp Road.

TOWN REVENUE:
The cost of a Massage Therapy License is $75.00.

SUPPORTING DOCUMENTS:
Copy of application
Copy of BCI check – no record
Copy of five (5) letters of recommendations
Copy of driver’s license
Copy of fingerprints
Copy of physician’s letter
Copy of Diploma

RECOMMENDED MOTION:
Move that the Smithfield Town Council approve a new Massage Therapy License for Katelynn Tessier, 674 Fruit Hill Avenue, North Providence, RI, to conduct therapeutic massage at “Body Grateful Day Spa”, located at 10A Cedar Swamp Road, as applied, subject to compliance with all State regulations and local ordinances.
Please complete application and return with fee to the office of the town clerk by:

Date of Application: 7/19/18
Type of License: Massagist (Massage Therapy)
Name of Applicant: Katelynn Tessier
Resident Address: 674 Fruit Hill Ave, N, Poc 02871
Operating Under Trade Name of: Body Grateful Day Spa
Business Address: 104 Cedar Swamp Rd
Business Telephone: 401-301-1583
Date of Birth: 06-22-1986

If incorporated, fill in necessary information:
Name: 
Address: 
Title: 
DOB: 
Name: 
Address: 
Title: 
DOB: 
Name: 
Address: 
Title: 
DOB: 

Describe operation of business: Facials, massage therapy

Signature of Applicant: [Signature]

Applies to business establishments only:

In case of emergency/person to contact
Name: Joanne Petziell
Address: 21 Oregon Ave, N, Poc, 02871
Phone: 401-232-2456
Name: Michael Gallagher
Address: 674 Fruit Hill Ave, N, Poc, 02871
Phone: 401-249-1053

For Official Use Only

License #: 
Issued:

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

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

**POLICE CLEARANCE REPORT FOR**  
**LICENSE APPLICATION**

DATE: 7/7/17

1. **NAME OF CANDIDATE:** (PRINT)

   LAST: [Last Name]
   FIRST: [First Name]
   MIDDLE: [Middle Name]

2. **DATE OF BIRTH**

   06-22-1986

3. **PLACE OF BIRTH**

   Providence

4. **CURRENT ADDRESS**

   city: ___________ state: ___________
   street: ___________ apt: ___________
   city: ___________ state: ___________

5. **NAME OF BUSINESS**

   body grateful day spa

6. **TYPE OF BUSINESS**

   if so, list officers

7. **BUSINESS ADDRESS**

   10 a. cedar springs rd, smithfield, ri 02917

8. **IS BUSINESS INCORPORATED**

   if so, list address

9. **BUSINESS PHONE**

   401-301-1583

10. **HOME PHONE**

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

<table>
<thead>
<tr>
<th>From Mo./Yr.</th>
<th>To: Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/17</td>
<td>current</td>
<td>city: ___________ state: ___________</td>
<td></td>
</tr>
<tr>
<td>9/15</td>
<td>11/17</td>
<td>2 roosevelt ave, johnston, ri</td>
<td></td>
</tr>
<tr>
<td>9/11</td>
<td>9/15</td>
<td>195 center ave, providence, ri</td>
<td></td>
</tr>
</tbody>
</table>

12. Have you ever been arrested or detained by any police agency? ______________________________

   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. [First Name] [Last Name]
      
   2. [First Name] [Last Name]

   CANDIDATE'S SIGNATURE: ____________________________

   Witness: ____________________________

   [Signature]
August 28, 2018

To Whom It May Concern,

I have had the privilege of working with Katelynn Tessier for the past three years and I have recognized her intelligence, competence, and skill not just within her field but also within the community. She possesses a professional aura and seeks to provide her services with the utmost professional manner. I have worked more directly with Ms. Tessier during the past two years, as well as share a clinical approach among medical professionals at the Rhode Island Rehabilitation Hospital’s Spine Center and have received nothing but rave reviews from any patients we have co-treated. Body Grateful would be nothing short of a quality therapeutic addition to any community.

Ms. Tessier is also a proud and devout mother of two well behaved, polite, and enthusiastic daughters who provide the respectful reflection any parent would seek to achieve. Any time not spent in the community or in the office is spent with her family and loved ones. Ms. Tessier would be a fine addition to any community, let alone the business community.

Best,
Matthew F. Espanola
Espanola Chiropractic
Founder/President/Chiropractic Physician

[Signature]
August 9, 2018

Town of Smithfield

To whom this may concern:

It is my extreme pleasure to attest to Katelynn Tessier's good moral character and professionalism.

I have been a client of Katelynn’s for over four years and was extremely lucky to be able to receive therapy with her after I was in an automobile accident. Not only did Katelynn shorten my recovery time but she continues to help me maintain my good health and assists me while dealing with new physical issues that have challenged me.

Katelynn Tessier will be an asset to any town she has her business in. I believe that her business will bring new income to your town. Katelynn’s office staff holds the highest standards of professionalism and cleanliness. Massage therapy is a necessity in my life and I have nothing but great things to say about her. I am grateful for the therapy I receive with Katelynn as I would not be able to function correctly on a daily basis without her assistance. My husband and daughter also see Katelynn to help them with their pain and physical issues.

Please feel free to reach out to me should you need any additional information. I can be reached at (401) 339-6566.

Sincerely yours,

Mona Iacovino
To Whom It May Concern:

It is with great confidence that I recommend Katelyn Tessier with Body Grateful INC. to open a business in Smithfield. As a resident and business owner in Smithfield I believe she will be a great asset to our community. Katelyn has been treating me with therapeutic massage, for over five years and has treated me with the utmost respect and curtsy. Katelyn works hard to maintain a positive, professional, relaxing and clean environment.

If you have any questions or concerns please feel free to contact me.

Thank you,

Katie Tashash
To: Town of Smithfield, RI  
From: Donna Mitchell  
Date: August 27, 2018  
RE: Letter of Recommendation for Katelyn Tessier  

I have been a client of Katelyn’s for ten years. She is a kind, compassionate woman who takes her job seriously as she strives to meet the individual needs of me and my family members. I first met Katelyn at Oneida Vann Day Spa in Cumberland, RI and I continued to follow her to her private practice at Body Grateful Therapeutic Massage in Woonsocket, RI. The consummate professional, Katelyn takes great care to listen to my concerns and she always meets my needs. Her massage rooms are immaculate, private and respectful of my dignity. Katelyn’s staff is always courteous and attentive. I will always remember Katelyn’s acts of kindness while I was undergoing treatment during a significant health crisis. In my humble opinion, a true test of one’s character is revealed when someone goes out of their way to support someone in need. Katelyn, for sure, is a compassionate woman who displays impeccable character. I whole heartedly recommend Katelyn for consideration to open a business in your community. I will be her first customer!  

Sincerely,  
Donna Mitchell  
Donna Mitchell, MEd. COMS  
Orientation and Mobility Specialist  
Paul V Sherlock Center on Disabilities at Rhode Island College  
Dmitchell@ric.edu  
(401) 456-2760  
600 Mt. Pleasant Avenue · Providence, RI 02908-1991  
Phone: (401) 456-8072 · TDD: (401) 456-8773 · Fax: (401) 456-8150 · www.sherlockcenter.org  
A University Center for Excellence in Developmental Disabilities
September 24, 2018

To Whom It May Concern,

I have been a client of Katelynn Tessier for the past three years. She has always been very professional. Her office space is clean and welcoming. Katelynn has helped me with back problems. I have recommended her to any one that needs a massage therapist.

Sincerely,

Greg Petzold
Community College of Rhode Island

Clinical Excellence Award

The Therapeutic Massage Program
Proudly presents

This Award on January 19, 2008
To

Katelynn E. Volpino
In recognition of
Outstanding Clinical Achievement

Director, Therapeutic Massage Program
Community College of Rhode Island

State of Rhode Island and Providence Plantations
To all to whom these presents may come, Greetings:
The Board of Governors for Higher Education by virtue of
their authority, and upon recommendation of the faculty,
have conferred on
Katelynn Elizabeth Volpigno
the degree of
Associate in Applied Science
in consideration of the completion of the required course of studies.
Given at the Community College of Rhode Island in the
State of Rhode Island and Providence Plantations
on the twenty-fourth day of December in the Year of Our Lord 2007.

[Signatures]
Chair, Board of Governors for Higher Education
President
DATE: September 26, 2018

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Holiday Sales License for Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, 637B Putnam Pike, for the October 2nd Town Council Meeting

BACKGROUND:

Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, has applied for a new Holiday Sales License for their business located at 637B Putnam Pike.

TOWN REVENUE:

The cost for a new Holiday Sales License is $50.00.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No Record

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Holiday Sales License for Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, 637B Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

Date of Application: Sep 19, 2018
Type of License: HOLIDAY SALES
Name of Applicant: Hirenkumar N Patel
Resident Address: Owensboro, KY 42301
Operating Under Trade Name of: Putnam Ave Liquors
Date of Birth: 10/29/1972
Business Address: 639 Putnam Ave, Unit B, Greenville, RI 02888
Plat: 7 Lot: 22
Business Telephone: 401-949-0800
Resident Telephone: 229-834-9928

Date of Birth Partner's/Owner's (Other than person applying) (Pres, Vice Pres., Sec., Treas.)
Name: 
Address: 341 Legacy Rd #18
Title: President, V.P.
DOB: 10/29/72

Describe operation of business: Retail sales of liquor and spirits to general public

Hours of Operation:
Mon - Sat 9:00 AM to 10:00 PM, Sunday 10:00 AM to 6:00 PM

Signature of Applicant: __________________________

Applies to business establishments only:

In case of emergency/person to contact:
Name: Vikash Patel
Address: 75 Independence Way #50214
Phone: 201-450-7549

Name: __________________________
Address: 
Phone: __________________________

Police Chief: __________________________
Building Official: __________________________
RI Dept. of Health: __________________________

For Official Use Only
Owner of premises:
Mancilio Development Corp

At a meeting of the Smithfield Town Council, held on 10/2/18
the above stated application was:

) Approved ( ) Denied
License #: __________________________
Issued: __________________________
SMITHFIELD POLICE DEPARTMENT  
215 Pleasant View Avenue, Smithfield, RI 02917  
(401-231-2500)  

POLICE CLEARANCE REPORT FOR  
LICENSE APPLICATION  

DATE: 8/19/18  

1. NAME OF CANDIDATE: (PRINT)  
   Last Name: Patel  
   First Name: Hiren  
   Middle Name: Kumar  
   Maiden Name: N/A  

2. DATE OF BIRTH  
   3. PLACE OF BIRTH  
   4. CURRENT ADDRESS  
      Retail Liquor Sales  
   5. NAME OF BUSINESS  
   6. TYPE OF BUSINESS  
      Yes - Putnam Liquor, Inc  
   7. BUSINESS ADDRESS  
      If so, list officers  
      Hiren Kumar - all offices  
      401-949-0800  
      224-834-9928  
   8. IS BUSINESS INCORPORATED  
      Yes  
   9. BUSINESS PHONE  
   10. HOME PHONE  

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

<table>
<thead>
<tr>
<th>From Mo./Yr.</th>
<th>To: Mo./Yr.</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov. 2001</td>
<td>Present</td>
<td>3411 Legacy Run #8</td>
<td>Owensboro, KY 42301</td>
</tr>
<tr>
<td>Nov. 2010</td>
<td>Feb. 2013</td>
<td>4005 Wathen Drive</td>
<td>Columbia, MO 65203</td>
</tr>
</tbody>
</table>

12. Have you ever been arrested or detained by any police agency?  
   Yes  
   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  

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prash Patel</td>
<td>43 Summit Dr East Brunswick, NJ 08816</td>
<td>551-655-7419</td>
</tr>
<tr>
<td>Ankit Patel</td>
<td>56 Williams Rd, Sharon, MA 02067</td>
<td>781-414-9413</td>
</tr>
</tbody>
</table>

CANDIDATE'S SIGNATURE:  

Witness:  

MARIA IONKOFF  
Notary Public, State of Rhode Island  
My Commission Expires 11 02, 2019
Vik - cell 201-450-2549
**Proposed Motion:**

That the Smithfield Town Council hereby grants a continuance from the Smithfield Sportsman’s Club to continue their request for relief from real estate and personal property taxes pursuant to Rhode Island General Laws Sec. 44-3-3(25) to the October 16, 2018 meeting.
MEMORANDUM

Date: September 26, 2018

To: Honorable Town Council

From: Carol A. Aquilante, CMC, Town Clerk

RE: Request for Proposal for Land Records Management System

BACKGROUND:

At the July 10, 2018 Town Council meeting the Town Council members approved an RFP for Land Records Management System.

The bid opening was August 3, 2018 at 10:00 A.M., at which time two (2) proposals were received.

A one year extension of the current contract with Conduent Enterprise Solutions, LLC., was approved by the Town Council at the February 20, 2018 Town Council meeting and their contract will be expiring on January 9, 2019.

The following companies submitted an RFP:

- IQS Quick Solutions, Inc.
- Kofile Technologies, Inc.

Our current vendor is Conduent Enterprises, LLC, which did not submit a bid.

A review was conducted of the submitted proposal for appropriateness in meeting the criteria set forth in the RFP.

The proposals were reviewed by the following evaluation Committee:

Carol A. Aquilante, CMC, Town Clerk; Lyn Antonuccio, MPA, Deputy Town Clerk; and William Pilkington, IT Director.
Based upon the committee’s findings, the following is a list of the savings to the Town by awarding the bid to IQS Solutions, Inc.

- $3.80/Document with all new leased hardware (not refurbished), cashiering stations, inquiry stations, scanner laser printer, server and licenses.
- Film storage reduced to $1.40 per roll at Adkins Printing Company (microfilming is mandated by state law).
- Mapping Program would be $50.00 per month (we currently pay $125.00 per month)
- Annual Maintenance program to Town Clerk’s Computer in the amount of $160.00 per year will no longer apply.
- No fee to link and load maps to mapping system after they are scanned and microfilmed.
- Programs that are available by IQS at the present time are:
  - Land Records – Indexing and Scanning
  - Trade Name Program
  - Vitals Program
  - Animal Program
  - Web Programs – for researching land records online and copies.

Programs that will be developed by the vendor during the five-year contract period with no extra charge to the Town:

- Probate
- Municipal Court
- APRA request program
- Licensing

Current yearly costs: $17,611.31
Projected yrly costs: $16,203.95 (with new vendor)
Approx. yrly savings: $1,407.36

The reduced costs reflect a reduction in the following fees:

- Mapping program with new vendor $50.00 monthly (previous vendor charge was $125.00 monthly)
- Cashiering receipts and ink cartridge will no longer be ordered through the vendor. The Town can order at a reduced rate from the current State authorized vendor.
- Annual Maintenance Program (for Town Clerk’s computer) no longer will be charged with new vendor.
- Maps link and load fees will no longer be charged by new vendor (average cost per year is $270.82 through current vendor).

Full installation, implementation, and training are included with software updates.
FUNDING:

Funding for a Land Records Management System is through the current budget under line item “Records & Indexing”. There are no future projects planned at this time that would require additional funding.

As a result of the review by the evaluation committee, it is our recommendation that the contract be awarded to Info Quick Solutions, Inc.

RECOMMENDED MOTION:

Moved that the Smithfield Town Council hereby authorizes a bid award on behalf of the Smithfield Town Clerk’s office to Info Quick Solutions, Inc. for a period of five (5) years to be signed by Town Manager Rossi, and with funding designated from the Town Clerk’s Recording & Indexing Budget.
TOWN of SMITHFIELD
State of Rhode Island

ATTACHMENT "A"

COST PROPOSAL FORM

Agrees to respond on: Smithfield Town Clerk’s Office – Land Records Management System
Date and time to be opened: Friday, August 3, 2018 at 10:00 AM

Pursuant to and in compliance with the Instructions, Notice to Bidders, and Service Proposal Terms relating thereto, the undersigned bidder hereby states that they have carefully examined the contract documents and understands the provisions, requirements, terms and conditions thereof, all of which are acknowledged to be part of the Cost Proposal.

<table>
<thead>
<tr>
<th>VENDOR NAME:</th>
<th>Info Quick Solutions, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR ADDRESS:</td>
<td>7460 Morgan Road</td>
</tr>
<tr>
<td>CITY, STATE, ZIP:</td>
<td>Liverpool, NY 13090</td>
</tr>
</tbody>
</table>

BID – Land Records Management System

Option 1: Includes all hardware, software, implementation, training and support:

Total Monthly Price Quote $ \frac{3.80/\text{document}}{} / \frac{\text{Three dollars eighty cents per document}}{} \quad \text{(In numerals)} \quad \text{(In words)}

Option 2: Includes server only, software, implementation, training and support:

Total Monthly Price Quote $ \frac{3.60/\text{document}}{} / \frac{\text{Three dollars sixty cents per document}}{} \quad \text{(In numerals)} \quad \text{(In words)}

Option 3: Mapping Index Services:

Total Monthly Price Quote $ \frac{50}{60} / \frac{\text{Fifty dollars per month}}{} \quad \text{(In numerals)} \quad \text{(In words)}

*Please refer to additional pricing information attached.

Page 12 of 13
TOWN of SMITHFIELD  
State of Rhode Island

(Price includes all Materials, Labor and Equipment)

REPRESENTATIVE NAME (PRINT): Brian Owens, VP Sales
REPRESENTATIVE SIGNATURE: [Signature]
PHONE: 1-800-320-2617
FAX: 315-463-6202
EMAIL: briano@iqsworks.com
FIN: 16-1573412

*Additional Pricing

Microfilm Storage $1.40 (one dollar forty cents) per roll
Public Web Access IQS supports many billing models; Town sets the fees and receives 50% of the proceeds
IX. COST PROPOSAL FORM

To partner with the Town, Kofile presents competitive pricing for the installation and ongoing support of a total records management system. This includes the following solution, services, and maintenance based on a sixty (60) month contract.

ATTACHMENT “A”

COST PROPOSAL FORM

<table>
<thead>
<tr>
<th>VENDOR NAME:</th>
<th>Kofile Technologies, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR ADDRESS:</td>
<td>6300 Cedar Springs Road</td>
</tr>
<tr>
<td>CITY, STATE, ZIP:</td>
<td>Dallas, TX 75235</td>
</tr>
</tbody>
</table>

Pursuant to and in compliance with the Instructions, Notice to Bidders, and Service Proposal Terms relating thereto, the undersigned bidder hereby states that they have carefully examined the contract documents and understands the provisions, requirements, terms and conditions thereof, all of which are acknowledged to be part of the Cost Proposal.

BID – Land Records Management System

**Option 1:** Includes all hardware, software, implementation, training and support:

Total Monthly Price Quote $\frac{1,725.00}{\text{In numerals}} / \frac{\text{One thousand seven hundred twenty five dollars and no cents}}{\text{In words}}

**Option 2:** Includes server only, software, implementation, training and support:

Total Monthly Price Quote $\frac{1,560.00}{\text{In numerals}} / \frac{\text{One thousand five hundred sixty dollars and no cents}}{\text{In words}}

**Option 3:** Mapping Index Services:

Total Monthly Price Quote $\frac{150.00}{\text{In numerals}} / \frac{\text{One hundred fifty dollars and no cents}}{\text{In words}}

ADDITIONAL SERVICES: Kofile will provide archival vault storage for microfilm data at a rate of $2.00 (Two dollars and no cents) per roll per year. This additional cost is applicable to Options 1 and 2.
TOWN OF SMITHFIELD

BID TAB

Smithfield Town Clerk's Office – Land Records Management System

BID OPENING: August 3, 2018 @ 10:00AM

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Total Monthly Price</th>
<th>Includes server only, software, implementation, training and support</th>
<th>Total Monthly Price</th>
<th>Mapping Index Services Total Monthly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kofie Technologies, Inc.</td>
<td>6300 Cedar Springs Road</td>
<td>$1,725.00</td>
<td>$1,560.00</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75235</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Info Quick Solutions, Inc.</td>
<td>7460 Morgan Road</td>
<td>$3.80/document</td>
<td>$3.60/document</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Liverpool, NY 13090</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

REFERRED TO THE TOWN MANAGER AND REVIEW COMMITTEE FOR EVALUATION. AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL.