

SMITHFIELD TOWN COUNCIL MEETING

SMITHFIELD TOWN HALL

OPEN SESSION

TUESDAY
March 19, 2019



**SMITHFIELD TOWN COUNCIL
MEETING
SMITHFIELD TOWN HALL
64 FARNUM PIKE
TUESDAY, MARCH 19, 2019
7:00 P.M.**



**6:30 – 7:00 p.m. Citizens Collation
(Coffee and Refreshments)**

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: None
- VI. Minutes:
 - A. Move that the minutes of the March 5, 2019 Town Council work session meeting be approved, as recorded.
 - B. Move that the minutes of the March 5, 2019 Town Council closed session meeting be approved as recorded, and sealed.
 - C. Move that the minutes of the March 5, 2019 Town Council open session meeting be approved, as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Personnel Board reappointment with a term expiring in March 2022.
- VIII. Public Hearings: None
- IX. Licenses:
 - A. Consider approving the annual renewal of eleven (11) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
 1. 7-Eleven Store #32614A d/b/a “7-Eleven #32614A”, 970 Douglas Pike
 2. Bacon N Beanz Café, LLC d/b/a “Bacon N Beanz Café”, 345 Waterman Avenue
 3. Bath & Body Works, LLC d/b/a “Bath & Body Works #4713”, 371 Putnam Pike

4. Broadway Appliance, Inc. d/b/a “J’S Broadway Appliance & TV”, 47 Cedar Swamp Road, #18
 5. Garnet Partners II, LLC d/b/a “The Little Gym of Smithfield”, 445 Putnam Pike
 6. Hill Top Gardens, LLC d/b/a “Hill Top Gardens”, 363 Putnam Pike
 7. ILoveKickboxing.com Smithfield LLC d/b/a “ILoveKickBoxing.com”, 400 Putnam Pike
 8. Kishwar J. Adil d/b/a “Twin River Mini Mart”, 151 Douglas Pike
 9. New Cingular Wireless PCS, LLC d/b/a “AT & T Mobility B167”, 371 Putnam Pike, Unit 193
 10. Old Navy, LLC d/b/a “Old Navy #6156”, 371 Putnam Pike
 11. Yankee Candle Company, Inc. d/b/a “Yankee Candle Company”, 371 Putnam Pike, Unit 550
- B. Consider approving one (1) One-Day Beer/Wine License for the Smithfield Senior Center as follows:

- Patriotic Concert on Wednesday, May 29, 2019

The party will take place at the Smithfield Senior Center, One William J. Hawkins, Jr., Trail, from 11:00 a.m. to 2:00 p.m., as applied, subject to State regulations and local ordinances.

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon authorizing members of the Smithfield Heritage Hall of Fame Committee.
- B. Consider, discuss, and act upon authorizing the Smithfield Girls Softball League/Smithfield Little League Opening Day parade on Saturday, April 27, 2019 at 10:00 a.m.
- C. Consider, discuss, and act upon authorizing a request for proposals for interested property owners in the vicinity of Route 117 and Route 7 for property that may be available to locate a fire station.
- D. Consider, discuss, and act upon authorizing a request for proposals for purchase of a 2019 F-350 Chassis, SD Regular Cab 4x4 SD 145” WB DRW XL(F3H) with service body truck (supplied and installed) for the School Department.
- E. Consider, discuss, and act upon authorizing a request for proposals for Ice Rink concession services.

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, MARCH 15, 2019

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

**SMITHFIELD TOWN COUNCIL
SMITHFIELD LAND TRUST - JOINT MEETING
SMITHFIELD TOWN HALL
TUESDAY, MARCH 5, 2019
AT 5:00 P.M.**

Present: Town Council President Suzanna L. Alba
Town Council Vice-President T. Michael Lawton
Town Council Member Dina T. Cerra
Town Council Member Sean M. Kilduff
Town Council Member Maxine A. Cavanagh
Town Manager Randy R. Rossi
Town Solicitor Anthony Gallone, Esq.
Town Clerk Carol A. Aquilante

Land Trust members present:
Barbara Rich, Chair
Thomas Robitaille, member
James J. Leach, member
Joe Siegel, member
Robert A. Sabo, member

Preserve RI – Executive Director: Valerie Talmage
Revive the Roots residents: Scott Alves
Bradford Allard

Council President Alba calls the Tuesday, March 5, 2019 Smithfield Town Council Joint Session to order at 5:00 p.m.

Town Council President Alba offers a prayer.

Town Council President Alba conducts a salute to the flag.

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

A. New Business:

- 1. Mary Mowry Curatorship/Revive the Roots**
 - a. History and Process**
 - b. Review of Original Curatorship Agreement**
 - i. Calculation of Sweat Equity**
 - ii. Review process for subletting the property**
 - iii. Status report of project**
 - c. Review of Proposed New Curatorship Agreement and Proposed Work Plan**

Ms. Talmage reviews the following topics of the Mowry House Curatorship:

- **2019 Progress Report**
- **Mary Mowry House**
 - C. 1750 pre-Revolutionary War colonial farmhouse
 - Survives intact with many significant architectural features
 - Located on Old Forge Road, visible from Farnum Pike
 - Community landmark in historic landscape.
- **Background**
 - Bequeathed to Smithfield Land Trust in 2009.
 - Smithfield Land Trust reached out to Preserve RI for advice in 2012.
 - Conditions of house in 2012.
 - Consideration presenting the property for sale, allowed by Mowry Will.
 - 2012 poor real estate market, especially for distressed buildings.
 - Uninhabitable building are not financeable and almost certain demolition.
- **Research & Discussions 2012-2013**
 - Contracted with *Heritage Restoration, Inc.* for a building conditions assessment and a recommended scope of work for rehabilitation.
- Investigated the model “Curatorship Program” managed by *Massachusetts Department of Conservation & Recreation* since 1994.
- Advised by *Smithfield Town Council*.
 - Agreed Curatorship a good fit for the property and parties.
 - Recommended the curatorship be a ten-year horizon, with a mid-term review.
 - Required Smithfield Land Trust devise a means to oversee of performance and standards.
 - Required that selection of curators be a result of an open and competitive process.
 - Demonstration that curator will have sufficient funds to accomplish the work.
- **Heritage Restoration Assessment**
- **Phase I Emergency Conditions and Habitability**
 - In 2013 Smithfield Land Trust granted Preserve RI funds from Mowry inheritance to conduct Phase I.
 - Repairs to attic framing
 - Upgrade Electrical
 - New propane boiler
 - Create Septic
 - Manage Moisture (repair gutter, add dehumidifiers)
 - Roof and flashing repairs
 - Renovate 2nd floor kitchen and bath
- **Explanation of how Historic Curatorships Work.**
- **How is the term determined?**
 - Develop scope of work based on the needs of historic structure.

- Calculate the value of that work based on what a 3rd party contractor would charge.
- Determine the fair market value of rental (assuming the building was already in rental condition)
- Outline a Work Plan and Schedule for major rehabilitation and ongoing maintenance and management.
- Divide the estimated value of work by estimated value of monthly rent to determine the term.
- **Mowry House Curatorship Agreement**
 - Open Selection Process (October – November 2013).
 - Scope of Work and Term of Curatorship.
 - Town Council gave authority to Smithfield Land Trust in November 2013.
 - Agreement includes – provision for Revive the Roots to make monthly payment to Preserve RI, in lieu of rent, set aside to fund repairs.
 - Provisions that since work is upfront, termination cannot be “unreasonable”.
 - Revive the Roots moved in December 2013.
- **2019 Status**
 - Innovative solution.
 - Vastly improved Town asset where majority of funds from private sector.
 - Cooperative working relationship by all parties – worked through many unanticipated issues.
 - Parties realize some actions are out of sync with the agreement.
 - Everyone agrees to the need to tune-up the curatorship agreement.
- **What’s next? – Propose turning up the curator agreement with sync with current conditions.**
 - Proposed agreement, approved by Smithfield Land Trust pending Town Council approval, included revised scope of work for forty-five (45) months, with opportunity to extend up to a total additional forty-six (46) months with prior written approval.
 - Curatorship has and will continue to improve the property.
 - Curatorship has taken a problem and turned it into a Town asset.
 - Curatorship is giving the building new life – the Town is in control about the plan for the property when the curatorship ends.
- **Attachments:**
 - Revive the Roots Fact Sheet, February 2019
 - Frequently Asked Questions from Town Council meeting, November 2013.
 - Existing Curator Agreement (December 2013) with “Redline” proposed revisions
 - Blackline – revised 2019 Curator Agreement.

Council President Alba requests another open house to be scheduled for the Mary Mowry House because not everyone could attend the last open house.

Council President Alba asks if it was hard to find applicants for the Mary Mowry House.

Ms. Talmage replies that it can be difficult sometimes to find the right fit for the project.

Ms. Talmage also states that Revive the Roots pays the utility bills at the Mary Mowry House.

Chair Rich explains that the Land Trust spent \$130,000 to get the house up and running.

Council President Alba asks what the qualifications were for the curatorship.

Ms. Talmage replies that applicants had to have building skills.

Council member Kilduff asks if it would make sense to house a plumber, electrician, etc. at the house.

Ms. Talmage replies that if they found someone with those skills to live there it would be welcome. If applicants did not have building skills they could not be part of the curatorship.

Mr. Leach states that the curators need to live there in order to do work on the house and land.

Ms. Talmage states that to date the curators have invested approximately \$121,000 into the house and land, which is equivalent to the work they have done. Ms. Talmage further states that at this time the building has value and the Town can decide the future of the house and property.

Council member Cerra asks if background checks were completed on the Revive the Roots members.

Ms. Talmage replies that background checks were completed for every member of the group, as well as any potential future members of the group. Ms. Talmage states that the heating in the house should have been addressed sooner. Ms. Talmage further states that is why the Revive the Roots group asked the Land Trust members to replace the windows first instead of the front porch in order to keep the house warm. With permission of the Land Trust the Revive the Roots groups paid for new windows for the house.

Ms. Talmage explains the original agreement had a prohibition on subletting, however, the L-Shape portion of the land where there was a sublet of the field, was not part of the original agreement. Ms. Talmage feels that the new agreement should allow them to

sublet the fields and include them in agreement. Ms. Talmage states that at this time the agreement is past the five (5) year period and needs to be revised.

**See supporting documentation attached.*

d. Update from Revive the Roots

Council President Alba and Council member Kilduff ask about the porch on the house.

Bradford Allard explains that they have the technical designs, permits and funding are available to start the work on the front porch. Mr. Allard further explains that as soon as the weather breaks they will pour the foundation for the porch.

Council President Alba asks who the architecture is for the porch.

Mr. Allard replies that the architectural design firm is Richard Ventrone, Architecture.

Ms. Talmage states one again that due to the cold weather the storm windows needed to be done before the porch was installed.

e. Planning for the future of the property

Ms. Talmage reviews the redline version for the new curator agreement and reviews them with the Town Council members.

Council President Alba states that the Town Council members will not be approving this redline version at this evening's Town Council meeting. Council President Alba also states that any of the changes will have to be reviewed by Town Manager Rossi and Town Solicitor Gallone.

Council member Cerra asks what will happen if the house is sold or demolished.

Ms. Talmage replies that there should be easements in place on the property which would be controlled by Preserve RI to preserve the house from being demolished, or subdivision of the land, which preserves the historic property. Ms. Talmage also reminds the Town Council members that the house cannot be subletted, only the farmland and any money for the subletted property should go to the Land Trust not the curator.

Town Manager Rossi reminds everyone that the new agreement should be brought before the Town Council for approval as well the insurance company for review.

Council President Alba states that moving forward any use of the property must be approved by the Town Council.

Council member Kilduff feels that everyone needs to be working together, however, we are not there as of yet.

Chair Rich states that the Land Trust will continue to work with the Town Council members and Town residents regarding the future of the Mary Mowry house and its property. Chair Rich explains that the Town could choose to sell the house, lease the property or sub-divide the property for future Town use.

Mr. Leach explains that this house and property can be used for various organizations in Town as a meeting place and or maybe a storage facility on the property for equipment.

Chair Rich also states that over the next two (2) years the property can be leased as farmland for planting.

Mr. Robitaille asks what the long-term goals are of the Revive the Roots members.

Mr. Allard states that there organization would like to stay there indefinitely and maybe stay there on a permanent basis, with a lease to own and manage the property.

Council member Kilduff does not see the Town being landlords over a piece of property now or in the future.

Council Vice-President Lawton asks the names of the curators.

Chair Rich replies that the following are members of the Revive the Roots group:

- Bradford Allard
- Scott Alves
- Hannah Martin
- Jamilah Pittman

Council President Alba asks if any of the above members are of the original group.

Chair Rich replies that none of the above are of the original group members.

Council member Kilduff asks of the subletting of land is seasonal or is there a contractual agreement that the Town has to adhere to.

Chair Rich replies that it is only seasonal; there are not contracts in involved.

2. Land Trust

a. Discuss proposed By-law Changes

Chair Rich reviews the by-law changes for the Smithfield Land Trust.

Town Solicitor Gallone will be reviewing the proposed changes for future consideration.

b. Discuss proposed Policies and Procedures

Chair Rich reviews the proposed Policies and Procedure changes.

Town Solicitor Gallone will be reviewing the proposed changes for future consideration.

Council President Alba states that these proposed Policies and Procedures and proposed by-law changes will be tabled at tonight's Town Council meeting for a later date in order to give the Town Council members, Town Solicitor Gallone and Town Manager Rossi to review them in a timely manner.

Council member Cavanagh states that she would like to include in the by-laws stating that the Land Trust is an advisory committee to the Smithfield Town Council.

Alfred Costantino, Town resident, discusses the Land Lease, which had two (2) extensions, within sixty-seven (67) days. Mr. Costantino is requesting that all future Land Trust leases and rentals to be drafted by the Town Solicitor and approved by the Town Council. Mr. Costantino explains that the previous leases have no substance because they were drafted by the Land Trust. Mr. Costantino also explains that any transactions should have insurance policies on file with the Town Manager. Mr. Costantino states that there should be three (3) policies on file, one for the house, one for the land and one for the person leasing the land. Mr. Costantino also states that in the by-laws the development rights should be deducted from the value of the easement. Mr. Costantino would also like to include in the by-laws that no parcels less than twenty-five (25) acres shall be considered for preservation easements.

Town Manager Rossi will research Mr. Costantino's request regarding the insurance policies on file.

Mr. Costantino further states the he has more information to share with the Town Council and requests time at a later Work Session to share that information with the Town Council members.

Upon further discussion the Town Council members agree with Mr. Costantino and ask if at this time he can submit some of the information via email to them to review prior to the next Work Session.

The Town Council members thank the Land Trust members present this evening as well as the Revive the Roots members and Valerie Talmage for her presentation this evening.

c. Update on current projects

**see supporting documentation attached.*

B. Adjournment.

Motion is made by Council member Kilduff, seconded by Council Vice-President Lawton, to adjourn the Work Session. **Motion is approved by a unanimous 5/0 vote.**

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, to convene into Closed Session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws and Section 42-46-5(a)(2) for a discussion and possible vote regarding existing litigation. **Motion is approved by a unanimous 5/0 vote.** Town Clerk Aquilante takes a roll call vote of each Town Council member's vote to convene the Closed Session.

Meeting Adjourned at 6:29 P.M.

Carol A. Aquilante, OMC

Town Clerk

**PLEASE SEE CLOSED SESSION
MINUTES ENVELOPE**

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, March 5, 2019

Place: Smithfield Town Hall

Time: 6:30 P.M.

Present: Town Council President Suzanna L. Alba
Town Council Vice-President T. Michael Lawton
Town Council Member Dina T. Cerra
Town Council Member Sean M. Kilduff
Town Council Member Maxine A. Cavanagh
Town Manager Randy R. Rossi
Town Solicitor Anthony Gallone, Esq.
Town Clerk Carol A. Aquilante

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, to convene into Closed Session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws and Section 42-46-5(a)(2) for a discussion and possible vote regarding existing litigation. **Motion is approved by a unanimous 5/0 vote.** Town Clerk Aquilante takes a roll call vote of each Town Council member's vote to convene the Closed Session.

Council President Alba calls the Tuesday, February 5, 2019 Smithfield Town Council meeting to order at 7:05 p.m.

II. Town Council President Alba offers a prayer.

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

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

V. Presentations: None

VI. Minutes:

A. Move that the minutes of the February 5, 2019 Town Council closed session meeting be approved as recorded, and sealed.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the minutes of the February 5, 2019 Town Council Closed session meeting be approved as recorded and sealed. **Motion is approved by a 5/0 vote.**

B. Move that the minutes of the February 19, 2019 Town Council work session meeting be approved, as recorded.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the minutes of the February 19, 2019 Town Council work session meeting be approved, as recorded. **Motion is approved by a 5/0 vote.**

- C. **Move that the minutes of the February 19, 2019 Town Council open session meeting be approved, as recorded.**

Motion is made by Council member Kilduff, seconded by Council member Cavanagh, that the minutes of the February 19, 2019 Town Council open session meeting be approved, as recorded. **Motion is approved by a 5/0 vote.**

- D. **Move that the minutes of the February 19, 2019 Town Council closed session meeting be approved, as recorded, and sealed.**

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the minutes of the February 19, 2019 Town Council closed session meeting be approved, as recorded, and sealed. **Motion is approved by a 5/0 vote.**

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

- A. **Historic Preservation Commission appointment with a term expiring in January 2021.**

Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council hereby appoints Charles VanGorden to the Historic Preservation Commission with a term expiring in January of 2021. **Motion is approved by a 4/1 vote.** *Council member Cavanagh votes nay.*

- B. **Personnel Board reappointment with a term expiring in March 2022.**

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town council hereby reappoints Scott Boyd to the Personnel Board for a term expiring in March of 2022. **Motion is approved by a 5/0 vote.**

VIII. **Public Hearings:**

- A. **Conduct a public hearing to address and finalize comments on the Rhode Island Pollution Discharge Elimination System (RIPDES) small MS4 Annual Report for Year 15.**

Town Manager Rossi explains that as of 3:00 pm today the Town Engineer's office has received no inquiries or public comments, therefore, the Public Hearing scheduled for this evening is not required by the Town Council.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council accept the Year 15 RIPDES Small MS4 Annual Report as submitted including any attachments and amendments and authorize the Town Manager to submit to RIDEM, as required. **Motion is approved by a 5/0 vote.**

IX. Licenses:

A. Consider approving the annual renewal of twenty-eight (28) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

- 1. A & L Liquors, Inc. d/b/a “B & C Liquor”, 253 Putnam Pike**
- 2. Amrah H. Siddiqui d/b/a “Shop N Go”, 105C Pleasant View Avenue, Unit #9**
- 3. Anjan Thapa d/b/a “Pick’ n Pay Food Mart”, 619 Putnam Pike**
- 4. BG Retail, LLC d/b/a “Famous Footwear #2027”, 371 Putnam Pike**
- 5. Camella J. Polseno d/b/a “Pleasant View Orchards”, 141 Pleasant View Avenue**
- 6. Claire’s Boutique, Inc. d/b/a “Claire’s #5041”, 371 Putnam Pike**
- 7. Colbea Enterprises, LLC “Shell #36”, 368 Putnam Pike**
- 8. Cox Com, LLC d/b/a “Cox Solution Store”, 371 Putnam Pike**
- 9. Dave’s Fruitland, Inc. d/b/a “Dave’s Marketplace of Smithfield, 4 Cedar Swamp Road**
- 10. Dave’s Marketplace of Smithfield, Inc. d/b/a Dave’s Marketplace”, 371 Putnam Pike, Suite 590**
- 11. Dick’s Sporting Goods d/b/a “Dick’s Sporting Goods”, 371 Putnam Pike, Suite 300**
- 12. Dollar Tree Stores, Inc. d/b/a “Dollar Tree #4432”, 446 Putnam Pike**
- 13. Global Montello Group Corp. d/b/a “Fast Freddie’s of Smithfield”, 471 Putnam Pike**
- 14. Green, Inc. d/b/a “Honey Nail and Spa”, 375 Putnam Pike, #15**
- 15. James Moscatelli d/b/a “Smithfield Smoke Shop”, 20B Cedar Swamp Road**
- 16. Lane Bryant, Inc. d/b/a “Lane Bryant”, 371 Putnam Pike, Suite 430**
- 17. Marylou’s News, Inc. d/b/a “Marylou’s Coffee”, 368 Putnam Pike**
- 18. MDB-T, LLC d/b/a “Toyota of Smithfield”, 550 George Washington Highway**
- 19. Mac’s Liquor Mart, Inc. d/b/a “Mac’s Liquor Mart”, 200 Pleasant View Avenue**
- 20. Putnam Liquor, Inc. d/b/a “Putnam Pike Liquors”, 637B Putnam Pike**
- 21. RPC, Inc. d/b/a “Rumford Pet Express”, 445 Putnam Pike**
- 22. Rhode Island CVS Pharmacy, LLC d/b/a “CVS Pharmacy #330”, 445 Putnam Pike**
- 23. Speedway, LLC d/b/a “Speedway #02821”, 263 Putnam Pike**
- 24. The Sherwin Williams Company d/b/a “The Sherwin Williams Company”, 400 Putnam Pike**
- 25. The Stop & Shop Supermarket Co., LLC d/b/a “Stop & Shop Supermarket #705”, 446 Putnam Pike**
- 26. Tire Pros of Rhode Island, Inc. d/b/a “Tire Pros of RI”, 390 George Washington Highway**
- 27. Ulta Salon Cosmetics & Fragrance, Inc. d/b/a “Ulta Beauty”, 371 Putnam Pike**
- 28. Warren A. Hill d/b/a “Hill Orchards”, 25 Sanderson Road**

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council approve the annual renew of twenty-eight (28)

Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances, as listed. **Motion is approved by a 5/0 vote.**

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

- **St. Patrick/St. Joseph Party that will be held on Monday, March 18, 2019**

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

Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council approve one (1) One-Day Beer/Wine License as follows:

- St. Patrick/St. Joseph Party that will be held on Monday, March 18, 2019

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

Motion is approved by a 5/0 vote.

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing updates to the Land Trust by-laws.

Council President Alba states that this agenda item will be continued to a future agenda.

Alfred Costantino asks the Town Council's permission to send his comments on the Land Trust by-laws to Town Manager Rossi for review by the Town Council members.

Upon further discussion the Town Council agree to Mr. Costantino's request.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, to continue this agenda item to a future Town Council meeting agenda. **Motion is approved by a 5/0 vote.**

B. Consider, discuss, and act upon adopting policies and procedures for the Land Trust.

Council President Alba explains that this agenda item will be tabled to a future agenda item as well.

Motion is made by Council member Kilduff, seconded by Council Vice-President Lawton, to continue this agenda item to a future Town Council meeting agenda. **Motion is approved by a 5/0 vote.**

C. Consider, discuss, and act upon authorizing a request for proposals for town-wide electrical contract services.

James Cambio, Building Official, explains that the Town is nearing the end of a two (2) year agreement for Town wide electrical services and it has proven to be a benefit to both the Town and School Department. Building Official Cambio further explains that in an effort to continue this centralized purchasing of services, he is requesting that the Town Council authorize the solicitation of proposals for town wide electrical contract services.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council hereby authorizes the advertisement of an RFP for town wide electrical services pending review of the RFP by the Town Solicitor. Projects in excess of \$10,000 will be reviewed by the Town Council and/or School Committee to consider a separate RFP process for the project if it serves the best interest of the Town and/or School Department. **Motion is approved by a 5/0 vote.**

D. Consider, discuss, and act upon a request for proposals for micro surfacing services of various town roadways.

Gene Allen, Public Works Director, explains that he is requesting Town Council approval to solicit, through Requests for Proposals, the installation of micro surfacing services. Public Works Director Allen further explains that the Public Works Department is requesting a three (3) year contract for these services. Public Works Director Allen states that funding for this contract for fiscal year 2019 is \$200,000,000 under Highway Resurfacing and is included in the annual operating budget for the Public Works Department.

Council member Cerra asks how the roads are chosen for resurfacing.

Director Allen replies that he will be submitting a pavement management list to the Town Council ranking the roads to be re-surfaced.

Council Vice-President Lawton asks the difference between stone seal and micro-surfacing.

Director Allen explains that micro-surfacing is a much smoother surface and maintains the current condition of the road. Stone seal is a much rougher product.

Council member Cavanagh asks if micro-surfacing a crack sealing product.

Director Allen replies that crack sealing is done first and then micro-surfacing is actually a new layer on the road to maintain the road condition.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorize the Public Works Director to advertise Requests for Proposals for Micro-Surfacing services. **Motion is approved by a 5/0 vote.**

- E. Consider, discuss, and act upon a request for proposals for stone seal and rubberized stone seal of various town roadways.**

Motion is made by Council member Cerra, seconded by Council member Cavanagh, that the Smithfield Town Council authorize the Public Works Director to advertise Requests for Proposals for Stone Seal and Rubberized Stone Seal services. **Motion is approved by a 5/0 vote.**

- F. Consider, discuss, and act upon a request for proposals for pavement crack sealing services of various town roadways.**

Motion is made by Council member Kilduff, seconded by Council member Cavanagh, 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 5/0 vote.**

- G. Consider, discuss, and act upon authorizing the purchase of turnout gear in the amount of \$29,943.54 for the Fire Department SAFER hires.**

Robert Seltzer, Fire Chief explains that there were four (4) quotes for turnout gear as needed to outfit the SAFER hires. Chief Seltzer further explains that the quotes consist of one (1) quote for turnout gear, one (1) quote for boots, one (1) quote for gloves and one (1) quote for helmets, for a total of \$29,943.54 for eleven (11) sets. Chief Seltzer states that funding for this equipment has been identified Capital Expenditure money from the Capital Reserve Fund. Chief Seltzer is asking this be awarded to C & S Specialty Inc., which is from Massachusetts BID, MA FIR 04 as accepted in RI.

Council President Alba asks if there may be any other expenses.

Chief Seltzer explains that these eleven (11) sets are a unique purchase, due to the upcoming academy. Usually they purchase approximately 3-6 sets per year and rotate them throughout the department in order to maintain the equipment.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council approves the purchase of turnout gear from C & S Specialty of North Smithfield, for the purchase price of \$29,943.54. **Motion is approved by a 5/0 vote.**

- H. Consider, discuss, and act upon authorizing members of the Fire Station Building Committee.**

Page 7
Town Council Meeting
March 5, 2019

Chief Seltzer explains that these members would oversee any renovations or new construction for the fire department.

Council President Alba asks how we would determine the selection of the community-at-large member.

Town Manager Rossi states that Chief Seltzer was going to recommend Thomas Robitaille because he was a member of the Task Force from the onset of that committee.

Council President Alba asks that we be more specific and change to a member of the Fire Task Force and not a community at-large member.

Chief Seltzer explains that the Task Force Committee is technically non-existent at this point, therefore, Mr. Robitaille could be a part of the Building Committee. Chief Seltzer states that they could add another community at-large member.

Council member Cavanagh feels that there should be an odd number of people on the committee.

Council Vice-President Lawton states that a Town Council member does not vote.

Chief Seltzer explains that the Local 2050 Union President would determine the representative for the Fire Department.

Council President Alba explains that as long as the Fire Task Force is no longer meeting Mr. Robitaille will be a good fit for the community at-large member.

Upon further discussion the Town Council member agree to allow Council Vice-President Lawton to be the Town Council liaison for the Building Committee.

Council President Alba asks the timeline.

Chief Seltzer replies that there will many items brought before the Town Council for approval, such as an architect.

Town Manager Rossi suggests that an amendment to the motion would be to include Town Council member (non-voting member).

Motion is made by Council Vice-President Lawton, seconded by Council member Cerra, that the Smithfield Town Council appoints a Fire Station Building Committee comprised of the following members: Town Council member (non-voting member), Town Manager, Fire Chief, Finance Director, Asset Management Member, Building Official, IAFF Local 2050 Representative, Community Member-at-Large. **Motion is approved by a 5/0 vote.**

I. Consider, discuss, and act upon authorizing the purchase of three (3) Lifepak 15 EKG Monitors in the amount of \$68,079.50 under the Providence Fire Department BID.

Chief Seltzer explains that in the Town Council packets this evening is a quote for three (3) Physio-Control LIFEPAK 15 EKG/Defibrillators , one (1) for each of the three (3) rescue trucks. This model EKG/Defibrillator replaces the older version units that the Fire Department currently own. Chief Seltzer further explains that the current EKG/Defibrillator units are dated and repair parts are no longer manufactured for them. The Town is receiving extremely good pricing due to a recent bid pricing for the Providence Fire Department, being offered to neighboring municipalities. Chief Seltzer states that funding for this equipment will be from the Rescue Recovery Account through Capital Expenditure money.

Council member Kilduff appreciates the price reduction for the equipment.

Motion is made by Council member Kilduff, seconded by Council member Cavanagh, that the Smithfield Town Council approves the purchase of three (3) LIFEPAK 15 EKG/Defibrillators from Physio-Control, Inc. for the purchase price of \$68,079.50. **Motion is approved by a 5/0 vote.**

J. Consider, discuss, and act upon approving tax abatements in the amount of \$8,026.24.

Town Manager Rossi explains that these abatements are based on appeals for real estate, personal property and motor vehicle taxes I the amount of \$8,026.24.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield town Council approve the tax abatements in the amount of \$8,026.24. **Motion is approved by a 5/0 vote.**

K. Consider, discuss, and act upon authorizing an expenditure in the amount of \$1,260.00 for legal services for the draft of a designer service contract to Attorney Benjamin Scungio to be funded from the school bond.

Town Manager Rossi explains that Attorney Ben Scungio has provided legal services on behalf of the School bond project for the drafting of a designer service contract. Town Manager Rossi Is requesting authorization from the Town Council to pay the attached legal invoice in the amount of \$1,260 out of the School Bond.

Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council hereby authorizes the expenditure of \$1,260 for legal services provided by Attorney Ben Scungio from the School Bond Project. **Motion is approved by a 5/0 vote.**

L. Consider, discuss, and act upon the reimbursement of \$158,034 in capital expenditures for the School Department.

Jason Parmelee, Finance Director, addresses the Town Council members and explains based on the Motion and Resolutions voted on by the voters attending the Annual Financial Town Meeting, the School Department is required to remit copies of capital expenditure items to the Town Council for their approval. Finance Director Parmelee further explains that the required reimbursement is a component of their overall appropriation approved at the Financial Town Meeting and is not outside the scope of that appropriation. The total expended amount to \$158,034.00, of which the entire amount was for capital for the High School and Middle School LED lighting program. High School Gym Camera and High School Baseball Field upgrade.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorizes reimbursement to the School Department in the amount of \$158,034.00, of which the entire amount was for capital technology. **Motion is approved by a 5/0 vote.**

M. Consider, discuss, and act upon authorizing the write off of expired motor vehicle and tangible tax accounts from 2007.

Finance Director Parmelee explains that over the years the Town of Smithfield has taken a very strong stance in pursuing delinquent motor vehicle and tangible accounts through delinquent notification, phone calls, registration blocks at DMV, action by our collection attorney and legal action. Finance Director Parmelee further explains that after ten (10) YEARS THE Town is not able to take any further action against the delinquent taxpayers.

The following are the years and amounts to be written off:

Tax year – 2007

Tangible Taxes: \$7,860.80

Motor Vehicle: \$ 36,310.93

Council Vice-President Lawton feels that the Town needs to have a stronger stance with regard to this money that is owed to the Town.

Town Manager Rossi states that this number has been reduced from approximately \$250,000, however, with the DMV process, the motor vehicle taxes are very hard to collect on, for various reasons. Town Manager Rossi further states that many attempts are made to collect on the delinquent taxes.

Council member Cerra asked is any of these names were publicly printed.

Town Manager Rossi explains that they were never publicly published, but it can be researched for the future.

Peter Pare, Town resident, asks the Town Council President to make these names public on the Town's website, as well as any other residents with outstanding taxes due.

Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council approves writing off expired motor vehicle and tangible tax accounts from 2007. Motion is approved by a 5/0 vote. **Motion is approved by a 5/0 vote.**

N. Consider, discuss, and act upon a resolution authorizing the purchase of Plat 46/Lot 170A, 0 Pleasant View Avenue, with funds from the Police Improvement Bond.

Town Manager Rossi explains that this piece of property is to the right of the police station and that would be buildable with a variance. Town Manager Rossi further explains that he was able to negotiate a reasonable dollar amount with the realtor and land owner in order to bring this before the Town Council this evening for a vote. Town Manager Rossi explains that the price to purchase the property is \$20,000.

Chief St. Sauveur states that the size of the parcel of land is 15,246 sq. ft.

Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council hereby adopts a resolution authorizing the purchase of Plat 46/Lot 170A, 0 Pleasant View Avenue with funds from the Police Improvement Bond, as presented. **Motion is approved by a 5/0 vote.**

O. Consider, discuss, and act upon a request to the Planning Board for establishment of a subcommittee to study the housing strategies enumerated in the Comprehensive Plan.

Town Manager Rossi states that the Town Council members have been receiving numerous phone calls regarding this matter, therefore the Town Council President requested that we place this item on the agenda this evening.

Michael Phillips, Town Planner, explains that the Planning Board pursuant to 45-22.2-8 of the Rhode Island Comprehensive Community Planning and Land Use Regulation Act has the sole responsibility for preparing the Comprehensive Plan. Based on these concerns it is recommended by the Planning Board to re-examine the housing strategies to determine if modifications are warranted. Town Planner Phillips further explains that the Planning Board may form a subcommittee and hold joint workshops with the Affordable Housing Advisory Board and/or the Town Council to study the issue. In addition to assistance from the Planning Department, the Board may also consider hiring a consultant to assist with the study. Town Planner Phillips states that any recommendations for amendments to the Plan would be referred to the Town Council for consideration following a Planning Board public hearing.

Council member Cerra states that Table twenty-five (25) needs to be reviewed.

Council member Cavanagh states that the Zoning Board should be involved as well.

Town Planner Phillips states that the Planning Board could invite the Zoning Board members as well.

Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council hereby request that the Planning Board form a subcommittee to study the Affordable Housing Strategies in the housing element of the Comprehensive Community Plan and provide the Town Council with recommendations for amendments as deemed necessary. **Motion is approved by a 5/0 vote.**

P. Consider supporting House Joint Resolution 5351 - to establish a 15 member Special Legislation Rhode Island City and Town Property Revaluation Study Commission.

Town Manager Rossi explains that the Resolution establish a special study commission to study property valuation for all thirty-nine (39) cities and Town.

Thomas Robitaille, Town resident suggests that the Town Council not support this Resolution due to his interpretation of this Resolution.

Town Manager Rossi states that many communities are not doing annual evaluations, therefore, they are being sued. Town Manager Rossi this Resolution will develop the best mechanism for the cities and towns to use in the future.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby supports House Joint Resolution 5351- to establish a 15 member Special Legislation Rhode Island City and Town Property Revaluation Study Commission. **Motion is approved by a 5/0 vote.**

Q. Consider, discuss, and act upon authorizing a nomination and recognition process for Smithfield Samaritans.

Council President Alba encourages anyone in the community to submit a name of one individual or business to the Town Council Smithfield Samaritan Program that has performed an act of kindness or good deed. Council President Alba states that the Town Council members will review the individual's name or business each month and will recognize that person with a citation and allow the person or business owner to give a brief talk detailing their accomplishment. Council President Alba feels it is important to recognize these Town residents once a month.

Motion is made by Council member Kilduff, seconded by Council member Cerra, to approve the nomination process of the Smithfield Samaritan Program. **Motion is approved by a 5/0 vote.**

XII. Public Comment

Joseph O'Connor, Town resident, feels that there should be an unwritten rule allowing Town residents not to discuss items that they have no knowledge of. Mr. O'Connor states that the Town Council did not reappoint Robert Leach to the Historic Preservation Commission, however, Mr. Leach remains on that board, due to the vacancies on that Commission. Mr. O'Connor also states that appointing Charles Van Gorden to the Historic Preservation Commission was an excellent appointment to the Historic Preservation Commission. Mr. O'Connor further states that he has no ill feelings towards Mr. Leach and feels that Mr. Leach has served this community very well. Mr. O'Connor has concerns about the re-appointment of Mr. Leach being a political maneuver.

Paul Aiello, Town resident, states that he is very glad that the Town Council approved the purchase of the Fire Equipment this evening, however, he feels the funds should come from a Capital Account, not the Rescue Billing Account. Mr. Aiello further states that the principal on the bond should be paid from the Rescue Billing Account in order to reduce the balance of the bond. Mr. Aiello explains that the Rescue Billing Account is a continuous source of revenue. Mr. Aiello further explains that the William Windsor School could be sold and the funds applied to the principal of the bond which would reduce that bond balance as well.

Alfred Costantino, Town resident, states that it is nice to read something good about the Town and the recent article in the Smithfield Time Magazine about the Town Clerk's office. It was a warm article and very well written about Carol Aquilante, Town Clerk and her staff and they should be commended for the work that do. Mr. Costantino also refers to an article in the Valley Breeze regarding the water main break on 295. Mr. Costantino references a report by Pare Engineering predicting a water main break on 295, which he has not read and previous reports from Pare Engineering regarding the infrastructure on the Route 117 and Route 116 quadrant. Mr. Costantino explains that in the article a Town Council member stated that rate payers should not pay for infrastructure improvements. Mr. Costantino feels that the statement is conflicted, because the Town Council is the Water Board and money was taken in the past from the rate payers to fund the budget in order to reduce the budget. Some of the rate payers are from North Providence. Mr. Costantino feels that the Town Council should not be the Water Board due to changes in election officials every two (2) years. Mr. Costantino suggests that the Sewer Authority should also take on the responsibility of the Water Board. Mr. Costantino feels that the Town Council does not have the expertise with regards to the Water Board.

Jackson Despres, Town resident, refers to the article in the Valley Breeze regarding the water main break on 295. Mr. Despres references the Pare Engineering report which spoke of the impact on the infrastructure. Mr. Despres had an opportunity to review the Comprehensive Community Plan which discusses the water system and the implementation program. Mr. Despres formally designates that Route 7 and Route 116 corridor as a community growth center to enhance growth development in the area. Mr. Despres reads some of the guidelines from the Water Supply Board. Mr. Despres feels that the Town of Smithfield has neglected infrastructure for many years. Mr. Despres states that our water, sewer, schools and buildings are all obsolete and inadequate. Mr. Despres also states that the Pare Engineering report suggests updates to all three (3) water tanks. Mr. Despres explains that we should not have balanced budgets in the past

with Enterprise Funds. Mr. Depres further explains if the Enterprise Funds were not accessed there would have been funding for fire and school buildings.

Paul Santucci, Town resident, suggests that no further conservation easements be purchased by the Land Trust. Mr. Santucci feels it is an issue with regards to access of the property by Town residents. Mr. Santucci refers to Capital Improvements in the budget for the School Department, referring to Section I-20 and I-34. Mr. Santucci explains that the Lincoln School Department has to itemize their Capital Improvements in the budget, and if it is not itemized the Town Council cannot approve any Capital Expenditures. Mr. Santucci recommends the Town of Smithfield require the School Department to submit an itemized list of Capital Improvements for the budget. Mr. Santucci also explains that all housing strategies should come before the Town Council as well as the Planning Board of Review.

John Serapiglia, Town resident, refers to the selected enforcement of Zoning Ordinances. Mr. Serapiglia states that it is of his opinion that Mr. Leach did not get re-appointed because of some minor zoning infractions regarding his home restoration project. Mr. Serapiglia explains that approximately one (1) year ago he came before the Town Council and gave a list of properties that that were in disrepair and probable zoning violations. Mr. Serapiglia states that only one (1) piece of property was addressed and cleaned up. Mr. Serapiglia feels that selective enforcement of the rules and regulations in the Town of Smithfield is very common.

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

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

XIV. Adjournment.

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

Meeting adjourns at 8:37 P.M.

Carol A. Aquilante, OMC

Town Clerk



Memorandum

DATE: March 13, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of eleven (11) Holiday Sales Licenses for the March 19th Town Council Meeting

BACKGROUND:

Holiday Sales Licenses are due for renewal the first week in April. The businesses listed below have filed their application for renewal.

TOWN REVENUE:

The cost to renew the Holiday Sales License is \$50.00 per year.

APPROVAL STATUS:

Applications are complete for approval by the Town Council.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of eleven (11) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. 7-Eleven Store #32614A d/b/a “7-Eleven #32614A”, 970 Douglas Pike
2. Bacon N Beanz Café, LLC d/b/a “Bacon N Beanz Café”, 345 Waterman Avenue
3. Bath & Body Works, LLC d/b/a “Bath & Body Works #4713”, 371 Putnam Pike
4. Broadway Appliance, Inc. d/b/a “J’S Broadway Appliance & TV”, 47 Cedar Swamp Road #18

5. Garnet Partners II, LLC d/b/a “The Little Gym of Smithfield”, 445 Putnam Pike
6. Hill Top Gardens, LLC d/b/a “Hill Top Gardens”, 363 Putnam Pike
7. ILoveKickboxing.com Smithfield LLC d/b/a “ILoveKickBoxing.com”, 400 Putnam Pike
8. Kishwar J. Adil d/b/a “Twin River Mini Mart”, 151 Douglas Pike
9. New Cingular Wireless PCS, LLC d/b/a “AT & T Mobility”, 371 Putnam Pike, Unit 193
10. Old Navy, LLC d/b/a “Old Navy #6156”, 371 Putnam Pike
11. Yankee Candle Company, Inc. d/b/a “Yankee Candle Company”, 371 Putnam Pike, Unit



Memorandum

DATE: March 13, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One (1) One-Day Beer/Wine License for the Smithfield Senior Center for the March 19th Town Council Meeting

BACKGROUND:

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

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of License Application
BCI – No Record
Letter of Explanation
Copy of TIP Cards

RECOMMENDED MOTION:

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

- Patriotic Concert to be held on Wednesday, May 29, 2019

The party will take place at the Smithfield Senior Center, One William J. Hawkins, Jr. Trail from 11:00 p.m. to 2:00 p.m., as applied, subject to compliance with all State regulations and local ordinances.

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

FEE: \$15.00
Per Day

1. AMOUNT CLAIMED VERIFIED BY _____
 2. GOODS/SERVICES RECEIVED _____
 PLEASE COMPLETE APPLICATION AND RETURN WITH FEE TO THE OFFICE OF THE TOWN CLERK BY: 6/6

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

Date of Application: 2/20/19

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

Name of Applicant: [Signature]

Resident Address: _____
 Operating Under _____
 Trade Name of: _____

4. ACCOUNT NUMBER 74-07-51
 5. CERTIFIED FOR PAYMENT

BY [Signature] DATE 2/22/19

Date of Birth: 8/25/75
 Business Address: 1 William J. Harkins Jr Trl Plat _____ Lot _____
 Resident _____ Business Telephone: 949-4990
 Telephone: _____

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

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

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

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

Describe operation of business: Patriotic Concert May 29, 2019 11am-2pm

Hours of Operation: _____

Signature of Applicant: [Signature] Title: Acting Coordinator

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature] Fire Chief: _____

Building Official: _____ Owner of premises: _____

RI Dept of Health: _____

At a meeting of the Smithfield Town Council, held on 3/19/19 the above stated application was:

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

NO record

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

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 2/20/19

1. NAME OF CANDIDATE: (PRINT)

McAdams - Prickett Kathleen Elizabeth
LAST FIRST MIDDLE
McAdams

MAIDEN NAME

8-25-75

2. DATE OF BIRTH

94 Waterman Ave

4. CURRENT ADDRESS

Senior Center

6. TYPE OF BUSINESS

Providence RI

3. PLACE OF BIRTH

Smithfield Senior Center

5. NAME OF BUSINESS

William J. Hawkins Jr. TEL

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

949-4590

9. BUSINESS PHONE

349-2495

10. HOME PHONE

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

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

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

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

13. List below two (2) character references

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

CANDIDATE'S SIGNATURE: [Signature]

Witness: _____



Town of Smithfield

Smithfield Senior Center

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

February 20, 2019

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

Members of the Town Council:

The Smithfield Senior Center will be having a Patriotic concert on Wednesday,
May 29th, 11:00^{am}. Complimentary wine will be served.
to 2:00pm

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

Sincerely,

Kate McAdam-Prickett
Assistant Director/Activity and Program Coordinator

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 1/31/2017 Expires: 1/23/2020
ID#: 4445718 D.O.B.: XX/XX/XXXX

KATE E MCADAMPRICKETT
1395 Atwood Ave Ste 208
Johnston, RI 02919-4931

For service visit us online at www.gettips.com
Renee Desrosiers, 59028

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 1/31/2017 Expires: 1/23/2020
ID#: 4445717 D.O.B.: XX/XX/XXXX

THOMAS J MORAN
1395 Atwood Ave Ste 208
Johnston, RI 02919-4931

For service visit us online at www.gettips.com
Renee Desrosiers, 59028

This is your Official TIPS® Certification Card.

Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

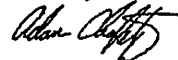
Congratulations!

By successfully completing the TIPS (Training for Intervention ProcedureS) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,



Adam F. Chafetz
President, HCI

IMPORTANT: Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 1/31/2017 Expires: 1/23/2020
ID#: 4445719 D.O.B.: XX/XX/XXXX

ANNE ST LAURENT
1395 Atwood Ave Ste 208
Johnston, RI 02919-4931

For service visit us online at www.gettips.com
Renee Desrosiers, 59028

Print Main Menu

Do not click Back-Space to leave this window



Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on January 13, 2017
provided by Health Communications, Inc.
is hereby granted to:

Karen Armstrong

Certification to be sent to:

**Town of Smithfield, Smithfield Senior Center
1 William J Hawkins Jr Trl
Greenville RI, 02828-1804 USA**



HEALTH COMMUNICATIONS, INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Memorandum

March 12, 2019

TO: The Honorable Smithfield Town Council

FROM: Karen Armstrong, Senior Center/Dept. of Human Services Director

SUBJECT: COUNCIL AGENDA ITEM COVER SHEET

Subject: Appointing of the current committee members for the next induction of the Heritage Hall of Fame.

BACKGROUND:

The purpose of the Smithfield Heritage Hall of Fame is to select and induct into the Heritage Hall of Fame any individual or family who has brought credit or prominence to the Town of Smithfield, and contributed significantly to the history and heritage of the Town. The Hall of Fame also formally recognizes individuals or families who have distinguished themselves by improving the Smithfield community and its quality of life through education, public service, recreation, business, or community service.

ATTACHMENTS:

Mission Statement

Heritage Hall of Fame Committee Members

Recommendation:

It is recommended to move forward with the appointing of the current Heritage Hall of Fame committee members.

Moved: That the Smithfield Town Council appoint the current Heritage Hall of Fame Committee members for the next induction.

Smithfield Heritage Hall of Fame

Mission

The purpose of the Smithfield Heritage Hall of Fame is to select and induct into the Heritage Hall of Fame any individual or family who has brought credit or prominence to the Town of Smithfield, and contributed significantly to the history and heritage of the Town. The Hall of Fame also formally recognizes individuals or families who have distinguished themselves by improving the Smithfield community and its quality of life through education, public service, recreation, business, or community service.

Governance – Selection Committee

Members of the Heritage Hall of Fame Committee shall serve as the selection committee whose responsibility it is to review nomination applications and select individuals or families to be inducted into the Hall of Fame.

The Smithfield Town Council shall appoint up to fifteen (15) individuals to serve as members of the Heritage Hall of Fame Committee. Every reasonable effort shall be made to ensure that the Heritage Hall of Fame Committee is comprised of representatives from the following groups or organizations:

- School Department
- Town Hall
- Rotary Club
- Lions Club
- Elks Club
- Chamber of Commerce
- Historical Committee
- Town Council
- Recreation Department
- Police Department
- Fire Department
- Senior Center
- Public Works Department
- Town Resident (2)

The Smithfield Town Council may, at its discretion, replace any member of the Heritage Hall of Fame who is absent, without good cause, from three (3) meetings or whose actions bring discredit to the Town of Smithfield or Smithfield Heritage Hall of Fame.

The Heritage Hall of Fame Committee shall select a chairperson whose responsibilities shall include scheduling meetings, posting meeting agendas, and convening meetings after verifying that a quorum of 51% of the committee is in attendance. Meetings shall be held once a

month, or as needed to complete final plans for the induction ceremony. At the discretion of the chairperson, subcommittees may be established to facilitate the completion of committee responsibilities.

Criteria for Selection

To be selected for induction into the Heritage Hall of Fame, nominees must be former or present residents of Smithfield and meet one or more of the following requirements:

- Must have achieved a significant level of distinction and recognition within the community, or;
- Must have contributed years of unselfish service to the community and, in doing so, brought credit to the community, or;
- Must have promoted and provided leadership for the betterment of the community, or;
- Must have provided leadership which has elevated the reputation of the community, or;
- Must be an individual or family who has brought credit to the community and contributed significantly to the history and heritage of the community in the past and present.

Nominations

Nomination Packets, which shall consist of a completed Nomination Information Form, candidate biography, and written summary of why an individual or family should be selected for induction, may be submitted to any member of the Heritage Hall of Fame Committee. To be eligible for consideration, an individual's or family's *Nomination Packet* must be presented to the committee by March 31st of the induction year so the committee may review and research the candidate.

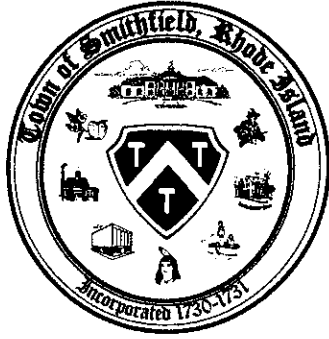
Subsequent to the committee's review and research, the committee shall vote to determine whether an individual or family should be inducted. The committee's vote(s) shall be taken, allowing sufficient time for plans to be made for the induction ceremony. The committee shall choose a fall date for the induction ceremony.

Selection Process

The Heritage Hall of Fame Committee shall advertise and seek nominations through various media outlets, local websites, and social media. The committee shall review and research completed *Nomination Packets* received by the March 31st deadline. The decision to induct an individual or family shall be determined by a majority vote of the committee. Inductions shall occur every three (3) years.

Award Procedures

Once the Heritage Hall of Fame Committee has selected individuals or families to be inducted, the committee shall send a media release, order two sets of awards (one for the recipient and one for the Town), make venue arrangements, and develop an event program for the induction ceremony.



Smithfield Heritage Hall of Fame

Office of the Town Manager

64 Farnum Pike

Smithfield, RI 0917

401-233-1000

Smithfield Heritage Hall of Fame Committee Members

Carol A. Aquilante, CMC, Town Clerk

Burleigh Briggs, Town Resident

Lisa Cournoyer, School Dept.-Director of Financial Operations

Michael Flynn, Town Resident

John Fogarty, Town Resident

James Grenga, Deputy Fire Chief

Arlene Gentile, Town Resident

(Vacant) Rotary Club Representative

Paul Ouellette, Chamber of Commerce Representative

Tom Robitaille, Smithfield Lions

Richard St. Sauveur, Police Chief

Charles Walsh, Deputy Public Works Director

Robert Salisbury, Town Resident

Karen Armstrong, Senior Center Director, Secretary

Proposed Motion:

That the Smithfield Town Council hereby authorizes the Smithfield Girls Softball/Smithfield Little League Opening Day Parade to be held on Saturday, April 27, 2019.

Randy Rossi
Town Manager
64 Farnum Pike
Smithfield, RI 02917

Dear Mr. Rossi,

Smithfield Girls Softball and Smithfield Little League would like to hold a joint Opening Day Parade this year. The parade would take place on Saturday April 28th, 2018 at 10am. We are asking the town for permission to use the following streets in the town. It would start at St Michael's Church located at 80 Farnum Pike, we would then cross over Farnum Pike and go down St. Michaels Way to Whipple Rd to Fenwood Ave and would end at Whipple Field. Please see the enclosed map of the parade route.

We have had a meeting with Todd Manni to discuss having this parade. We are in the process of setting up all the detail with him to make this a safe, fun event for the players and families of both leagues and the residents of the town.

If this matter needs to go before the Town Council for approval, we would like to start that process now.

If you have any questions and or concerns about this event, please feel free to contact us.

Thank you,



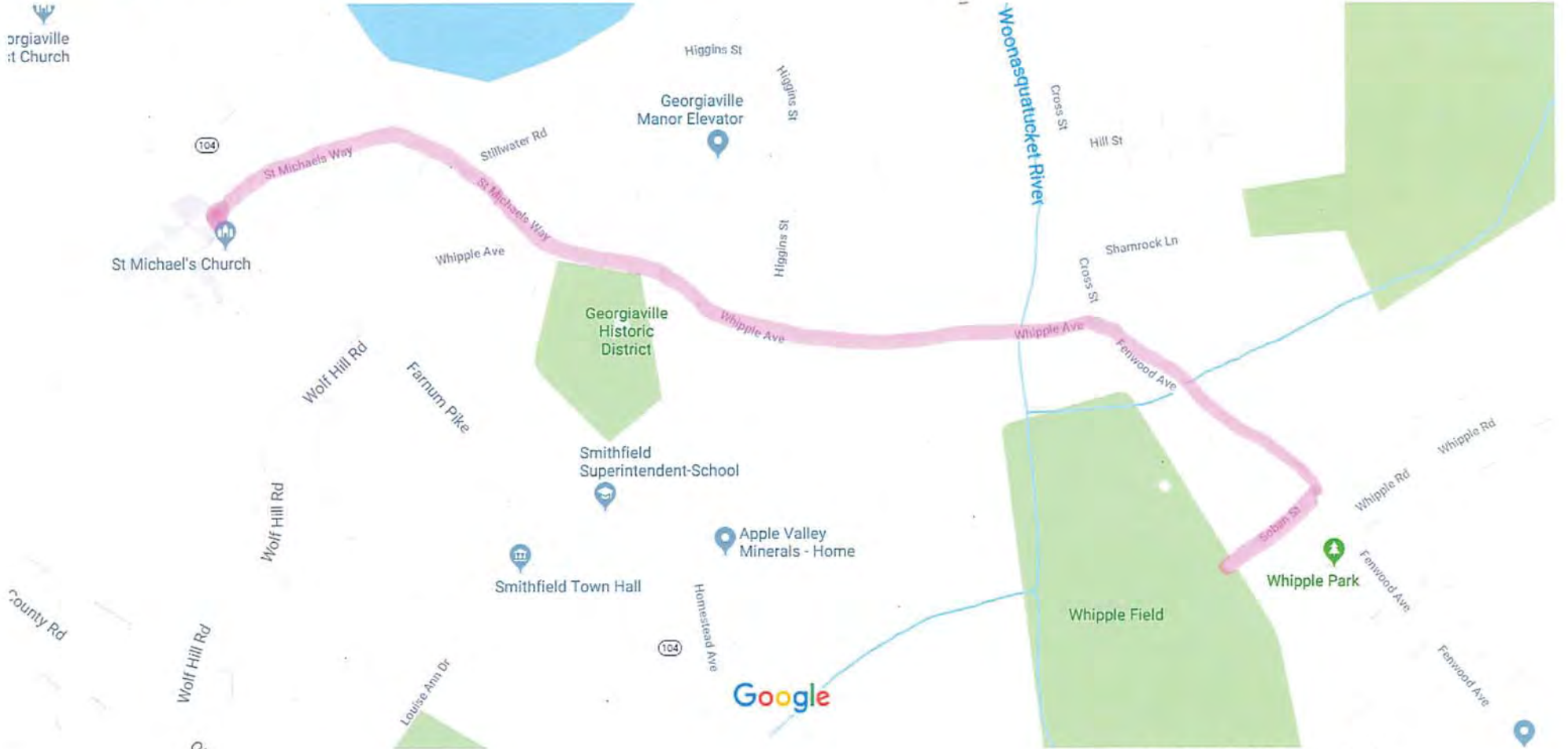
Mario Vendittelli
Smithfield Girls Softball
President



Shane Moore
Smithfield Little League
President



Georgiaville St Church





ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

"To Help People"

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



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

To: Honorable Town Council
From: Chief Robert Seltzer
Date: March 12, 2019
Re: Purchase of Real Property RFP for the New Fire Station Project

Dear Town Council Members,

This cover sheet is for a Request for Proposals (RFP) for purchase of real property for the new fire station.

During our public forums conducted to support the bond for a new fire station, we had indicated that we would solicit property owners in the vicinity of Route 116 and Route 7 for any properties that may be suitable to either convert to a fire station or build a new fire station.

The RFP requests one or both of the following:

The Town of Smithfield seeks to purchase a parcel of land, with or without buildings thereon, within the Town limits, for the purpose of building a fire station. There are two categories. Category #1 is undeveloped property or vacant lot. Category #2 is developed property with an existing structure.

Bidders may submit a proposal for either category or submit a proposal for both categories.

The initiative of this approach is that there may be some property with or without a building that an owner(s) may consider selling at a price that may be more cost effective than some of the properties we have already looked at.

Thank you for your consideration.

Sincerely,

Robert W. Seltzer
Chief of Department

Motion: The Smithfield Town Council approves the RFP for the purchase of real property for the new fire station project.

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

TOWN OF SMITHFIELD
State of Rhode Island

Terms and Requirements for Request for Proposals

Item Description: **Purchase of Real Property**

Date and Time to be **OPENED: Friday, April 12, 2019 at 10:00 AM**

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

INSTRUCTIONS

1. Bidders must submit sealed proposals in an envelope clearly labeled “Town of Smithfield Purchase of Real Property.” The proposal envelope and any information relative to the proposal must be addressed to the **Purchasing Agent**, 64 Farnum Pike, Smithfield, RI 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “**NOT A BID**” written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED** WHEN APPLICABLE. Do not group items: price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence, and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. Proposals received by the Town later than the submission deadline will be deemed non-responsive and will be rejected.
8. Emailed or faxed proposals will be deemed non-responsive and will be rejected, regardless of the date/time received.
9. The Town will not accept any information or materials submitted after the submission deadline unless said information or materials are provided in response to the Town’s written request for such information or materials.
7. One original proposal and **four copies** shall be submitted.

TOWN OF SMITHFIELD
State of Rhode Island

NOTICE TO PROPOSERS

1. The Town of Smithfield (hereinafter referred to as the “Town” for the purpose of this Request for Proposals (RFP), reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. Gen. Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. The Town of Smithfield reserves the right to award to the successful bidder.
6. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town’s website (www.smithfieldri.com/bids).
7. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
8. The successful bidder will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
9. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37-13-1 et seq. as amended).
10. All proposals shall be unconditional.
11. The Town is interested in securing the property at the lowest responsible price. The Town reserves the right to award the purchase to the successful bidder offering the most advantageous combination of facility characteristics and purchase price, and shall not be required to award the purchase to the bidder offering the lowest price. The Town reserves the right to negotiate the purchase price and other terms with the selected bidder in a manner not prejudicial to fair competition. Any award is subject to obtaining the proper zoning and regulatory approvals to the extent any may be necessary to carry out the purposes of this RFP. Any award is also subject to the authorization and appropriation of the Town Council.

TOWN OF SMITHFIELD
State of Rhode Island

A. BACKGROUND

The Town of Smithfield seeks to purchase a parcel of land, with or without buildings thereon, within the Town limits, for the purpose of building a fire station. There are two categories associated with this request. Category #1 is vacant land. Category #2 is developed property with an existing structure.

Bidders may submit a proposal for either category or submit a proposal for both categories.

The Smithfield Town Council has not authorized the purchase of land or appropriated funds therefor. Any Purchase and Sales Agreement entered into pursuant to this RFP will be subject to Town Council authorization and appropriation.

The successful property owner must be prepared to enter into a Purchase and Sales Agreement within forty-five (45) days from the selection of the successful applicant substantially in the form of a Purchase and Sales Agreement. The closing will occur within one hundred twenty (120) days of the appropriation of funds at a Town Council meeting subsequent to the bid award and upon the successful completion of the Town's due diligence.

B. SPECIFICATIONS OF DESIRED PROPERTY

Category #1: Vacant Land

The Town of Smithfield is seeking proposals for vacant land. The vacant land will serve the northern corridor of Town in the area of Route 116 and Route 7.

The vacant land must adhere to the following minimum requirements.

- 1) Lot size: No less than one (1) acre; no more than four (4) acres.
- 2) Location: From the intersection of Route 116 and Route 7:
 - a. No more than one-half (1/2) mile south on Route 116; or,
 - b. No more than one-half (1/2) mile north on Route 116; or,
 - c. No more than one-half (1/2) mile north on Route 7; or,
 - d. No more than one-half (1/2) mile south on Route 7.
- 3) Water: municipal
- 4) Sewer: municipal preferred
- 5) Heating Fuel: natural gas available
- 6) Electricity: hookup readily available from the state road
- 7) Availability: within twelve (12) months
- 8) Property condition: no hazardous waste onsite
- 9) The proposal must include a copy of the latest deed for the property and a site plan or survey of the property, if available.

TOWN OF SMITHFIELD
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- 10) The property must comply with the Town of Smithfield's zoning regulations and municipal ordinances.
- 11) There are to be no restrictions in the deed already encumbering the property that will interfere with the Town's intended use of the property; and
- 12) If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly stated on an attachment.

Category #2: Property with an existing structure

The Town of Smithfield is seeking proposals for real property upon which an existing building is situated. The existing structure must be compatible for conversion to a fire department sub-station that will serve the northern corridor of Town in the area of Route 116 and Route 7.

At minimum, the property for consideration must adhere to the following requirements:

- 1) Lot size: No less than one (1) acre; no more than four (4) acres.
- 2) Location: From the intersection of Route 116 and Route 7:
 - a. No more than one-half (1/2) mile south on Route 116; or,
 - b. No more than one-half (1/2) mile north on Route 116; or,
 - c. No more than one-half (1/2) mile north on Route 7; or,
 - d. No more than one-half (1/2) mile south on Route 7.
- 3) Distance of existing structure to the state road: no more than 200 feet.
- 4) Size of existing structure: No less than three thousand six hundred (3,600) square feet and no larger than eight thousand (8,000) square feet.
- 5) Water: municipal
- 6) Sewer: municipal preferred
- 7) Heating Fuel: natural gas preferred
- 8) Electricity: hookup readily available from the state road
- 9) Availability: within twelve (12) months
- 10) Property condition: no hazardous waste onsite
- 11) The proposal must include a copy of the latest deed for the property and a site plan or survey of the property, if available.
- 12) The property must comply with the Town of Smithfield's zoning regulations and municipal ordinances.
- 13) There are to be no restrictions in the deed already encumbering the property that will interfere with the Town's intended use of the property; and
- 14) If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly stated on an attachment.

TOWN OF SMITHFIELD
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C. TERMS OF PURCHASE

The Purchase and Sales Agreement to be executed between the Town and the successful applicant shall include, at a minimum, the following mandatory terms:

- a. No down payment will be made upon execution of the Purchase and Sales Agreement. The Town will pay the entire purchase price, at closing, subject to customary and usual adjustments.
- b. The Town is not utilizing the services of a real estate broker representing. The potential seller must agree to defend, indemnify the Town against and hold the Town harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Town by any broker utilized by Seller in connection with this transaction.
- c. Upon reasonable notice, the Town and its consultants will be granted access to the property to examine the property, including, without limitation, conducting surveys, soil tests and environmental investigations, and inspections of the building and building systems existing structures. The seller shall grant reasonable access to the Town and its consultants, contractors, agents and representatives to the selected property for such inspections and investigations.
- d. The property will be delivered vacant and free of all tenants, occupants and personal property, unless specifically agreed to by both parties in writing.
- e. The seller shall deliver good and sufficient marketable title to the selected property and deliver Warranty deed conveying said property to the Town of Smithfield, subject only to those easements, restrictions and encumbrances which are acceptable to the Town and do not interfere with the use of the property for general municipal purposes, including but limited to use as a fire station.
- f. The Town shall be under no obligation to purchase the property. The purchase and sales agreement shall be voidable by the Town of Smithfield including but not limited to the following circumstances :
 1. The Town determines at any time prior to the closing that the property and/or the improvements thereon are not suitable for its specific needs.
 2. The information contained in the proposal proves to be inaccurate.

TOWN OF SMITHFIELD
State of Rhode Island

3. The Town fails to obtain requisite approval and/or adequate appropriation by an affirmative vote of the Smithfield Town Council.
4. The Town finds undisclosed hazardous waste or hazardous materials on the property.

D. INQUIRIES

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

Carolyn A. Dorazio
Purchasing Agent
64 Farnum Pike
Smithfield, RI 02917
cdorazio@smithfieldri.com

All questions or inquiries concerning this RFP must be made in writing. Questions may be delivered, mailed, or emailed.

- E.** The Town of Smithfield may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection is in the best interest of the Town, and it may select the proposal that it deems to be in the best interest of the Town.
- F.** All terms of the proposals submitted in response to this RFP, including the price stated therein, must remain firm for one year (365 days) following the proposal opening.

G. INSTRUCTIONS TO BIDDERS

1. All proposals must be signed by the owner of the property, enclosed in an envelope that is sealed and plainly marked on the outside with the name of the proposal "Town of Smithfield Purchase of Real Property."
2. A proposal must be signed as follows:
 - a. If the Bidder is an individual, by him/her personally, or
 - b. If the Bidder is a partnership, by the name of the partnership, followed by the signature of each general partner, or
 - c. If the Bidder is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed.
3. A proposal must include the following attachments:
 - a. Attachment A properly completed and executed.

TOWN OF SMITHFIELD
State of Rhode Island

- b. Attachment B properly completed and executed.
- c. Attachment C properly completed and executed.
- d. Attachment D properly completed and executed.

H. EVALUATION CRITERIA:

- Evaluation of proposal will be based upon the information provided in the proposals, obtained on site visits and from other generally available and verifiable information. The Town reserves the right to request clarification of proposal terms or additional information after the submission deadline.
- An evaluation committee will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.
- Proposals will be evaluated based upon minimum and comparative criteria. The Town will offer to purchase the property from the Bidder who submits the most advantageous proposal based on consideration of specified minimum and comparative criteria.
- The successful Bidder must have good clear record and marketable title and be able to transfer same to the Town.
- Proposals that do not meet the minimum criteria will be judged non-responsive and will not be reviewed further.
- The Town may conduct site visits of properties offered for sale pursuant to this RFP. The successful bidder agrees to provide access to the Town and its consultants, contractors, agents and representatives to the entire property during the site visit(s) and have someone present with knowledge of the site conditions to answer questions. The Town in the selection process will consider information obtained from site visits.

ATTACHMENT A
PRICE PROPOSAL FORM

Agrees to respond on: **Purchase of Real Property**

Date and time to be opened: **Friday, April 12, 2019 at 10:00 AM**

The undersigned proposes to sell the property listed in this response to the Town of Smithfield's Request for Proposals for the price listed below in accordance with the terms and conditions of the Request for Proposals.

Category #1: Undeveloped property or vacant lot

Property Address: _____

Assessor's Map and Lot Number: _____

Registry of Deeds Book and Page: _____

The proposed contract price is

_____ dollars (\$_____).

This price includes the parcel(s) and all amenities required by this RFP.

Date: _____

Name of Proposer: _____

Signature: _____

Business Address: _____

City, State, Zip: _____

Phone Number: _____

TOWN OF SMITHFIELD
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Category #2: Property with an existing structure

Property Address: _____

Assessor's Map and Lot Number: _____

Registry of Deeds Book and Page: _____

The proposed contract price is

_____ dollars (\$_____).

This price includes the parcel(s) and all amenities required by this RFP.

Date: _____

Name of Proposer: _____

Signature: _____

Business Address: _____

City, State, Zip: _____

Phone Number: _____

ATTACHMENT B

PROPOSAL TO SELL REAL ESTATE TO THE TOWN OF SMITHFIELD

1. Are there any right-of-way privileges or easements burdening the property? _____ If yes, please attach detailed explanation.
2. Are there any deed restrictions? _____ If yes, please attach detailed explanation.
3. Attach a description of the current and past uses of the property, including any history of the release or disposal of any oil or other hazardous materials on the property.
4. Has the property been surveyed? _____ Date of survey: _____
5. Is the property bounded by survey monuments? _____
6. Include a Site Plan or Survey Plan.
7. List current owner(s) name(s), address, preferred phone contact number, and email:
8. List any liens or mortgages of record, including Registry Book and Page references:

Signed: _____ Date: _____

Printed Name of above: _____

ATTACHMENT C

PROPOSAL TO SELL REAL ESTATE TO THE TOWN OF SMITHFIELD

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature: _____

Date

Print Name and Title

Company Name

ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below.

1. Public agency involved in this transaction: Town of Smithfield
2. Complete legal description of the property:

3. Type of transaction: Sale

4. Seller(s): _____

Purchaser: Town of Smithfield

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. If a corporation has, or will have, a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten (10) percent of the outstanding voting shares need not be disclosed.

Name:

Address:

_____	_____
_____	_____
_____	_____
_____	_____

INTEROFFICE MEMORANDUM

TO: RANDY ROSSI, TOWN MANAGER
TOWN COUNCIL

FROM: ANGELO MENCUCCI, DIRECTOR OF BUILDINGS AND GROUNDS

SUBJECT: RFP

DATE: FEBRUARY 28, 2019

CC: DR. JUDITH PAOLUCCI, SUPERINTENDENT

The School Department is requesting approval for the RFP for a 2019 F-350 CHASSIS, SD REGULAR CAB 4x4 SD 145" WB DRW XL(F3H) with SERVICE BODY (Supplied and Installed). Thank you.

MOVED: The Smithfield Town Council hereby authorizes the advertisement of a Request for Proposals for a 2019 F-350 Chassis, SD Regular Cab 4x4 SD 145" WB DRW XL(F3H) with service body truck (Supplied and Installed).

TOWN OF SMITHFIELD
State of Rhode Island

Terms and Requirements for Request for Proposals

Item Description: **2019 F-350 CHASSIS, SD REGULAR CAB 4x4 SD 145" WB DRW XL(F3H) with SERVICE BODY (Supplied and Installed) -- Smithfield School Department**

Date and Time to be **OPENED: Friday, March 29, 2019 at 10:00 AM**

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

Instructions

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

TOWN OF SMITHFIELD
State of Rhode Island

NOTICE TO VENDORS

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

TOWN OF SMITHFIELD
State of Rhode Island

15. No goods should be delivered or work started without Notice from the Town.
16. Vendors are advised that all materials submitted to the Town of Smithfield for consideration in response to this RFP may be considered to be public records as defined in RI General Laws Section 38-2-1, et seq. and may be released for inspection upon request once an award has been made. Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Town of Smithfield may release records marked confidential by a vendor upon a public records request if the Town Solicitor determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.
17. In accordance with RI General Laws Section 7-1.2-1401, no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority to do so from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
18. Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

TOWN OF SMITHFIELD
State of Rhode Island

INTRODUCTION:

A. INTRODUCTION

The Town of Smithfield is soliciting proposals for a 2019 F-350 Chassis, SD Regular Cab 4x4 SD Regular Cab 145" WB DRW XL(F3H) w/ Service Body (Supplied and Installed), as specified herein for the Smithfield School Department with a delivery date prior to June 30, 2019.

B. SPECIFICATIONS

The following specifications are minimum requirements and are not meant to restrict any manufacturer's equipment from being considered, however, any deviations should be noted and whether they comply or exceed minimum specifications.

1.) 2019 F-350 Chassis, SD Regular Cab 4x4 SD Regular Cab 145" WB DRW XL(F3H)

F3H Package:

- Order Code 640A Includes:
- Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) -Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift.
- GVWR: 14,000 lb. Payload Package
- Tires: LT245/75Rx17E BSW PLUS A/S
- Wheels: 17" Argent Painted Steel
- Hub covers/center ornaments not included.
- HD Vinyl 40/20/40 Split Bench Seat
- Includes center armrest, cup holder, storage and driver's side manual lumbar.

Power Train:

- Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)
- Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift.
- Limited Slip w/4.30 Axle Ratio

TOWN OF SMITHFIELD
State of Rhode Island

Wheels/Tires:

- GVWR: 14,000 lb. Payload Package
- Tires: LT245/75Rx17E BSW PLUS A/S
- Wheels: 17" Argent Painted Steel

Seats/Seat Trim:

- HD Vinyl 40/20/40 Split Bench Seat

Options:

- Monotone Paint Application
- 145" Wheelbase
- XL Value Package
- 4.2" Center-Stack Screen
- Radio: AM/FM Stereo/MP3 Player Includes 4 speakers.
- SYNC Communications & Entertainment System
- Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
- Chrome Front Bumper
- Steering Wheel-Mounted Cruise Control
- 4x4 Electronic-Shift-On-The-Fly (ESOF)
- Includes manual-locking hubs and auto rotary control on instrument panel.
- Extra Heavy-Duty Alternator (240 Amp)
- Platform Running Boards

TOWN OF SMITHFIELD
State of Rhode Island

- Fixed Rear-Window w/Defrost
- Privacy Glass
- Snow Plow Prep Package
- 4 Wheel ABS
- Traction Control
- Battery Run Down Protection
- Air Conditioning
- Day Time Running Lights
- Variable Speed Intermittent Wipers
- Dual Front Air Bags
- Secure Lock Immobilizer
- Tachometer

Power Equipment:

- Accessory Delay
- Advanced Security Pack
- Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.
- Trailer Tow Mirrors w/Power Heated Glass
- Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.
- Includes owner controls feature (MyKey).
- Power Front Side Windows
- Includes 1-touch up/down driver/passenger window.
- Power Locks
- Remote Keyless Entry

TOWN OF SMITHFIELD
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Colors:

- Interior: Medium Earth Gray
- Exterior: Oxford White

Dimensions and Capacities:

- Front Axle Capacity: 6000 lbs.
- Front Spring Rating: 5990 lbs.
- Frame Section Modulus: 12.7 cu. in.
- Cab to Axle: 60"
- Axle to end of Frame: 47.2"
- Rear Axle Capacity: 10,400 lbs.
- Rear Spring Rating: 10,040 lbs.
- Frame Yield Strength: 50000 psi
- GVWR: 14,000 lbs. Payload Package
- Wheelbase: 145"

2.) Service Body Supply and Install

KNAPHEIDE HEAVY DUTY VALUE-MASTER-X PLATFORM BODY

- 9'3" LONG
 - 96" WIDE
 - TREADPLATE FLOOR
 - RECESSED MARKER LIGHTS
 - INSTALLED AND PAINTED BLACK
-
- KNAPHEIDE 40" HEAVY DUTY BULKHEAD WITH WINDOW

TOWN OF SMITHFIELD

State of Rhode Island

- RUGBY MODEL SR-4016ED DOUBLE ACTING ELECTRIC/HYDRAULIC HOIST
- CONTROLLER WILL BE LOOSE IN CAB WITH 2' LEAD
- CLASS 40 HOIST, 5.5" BORE, 16" STROKE, 2" DIAMETER ROD
10.6T CAPACITY 9' BODY
- 9' X 40" STEEL STAKE RACKS
- BACK UP ALARM 97DB
- TOMMY GATE LIFT AND DUMP, DUMP THROUGH LIFT GATE
- MODEL# TOM G2-92-1650LD33
- STEEL TREADPLATE PLATFORM: 83" X 33" + 6"
- 1600 lbs. CAPACITY
- 96" WIDE DUMP, LANDSCAPER, GRAIN BODY
- 50" MAX BED HEIGHT
- RUGBY SPRING LOADED DUMP LATCH KIT
- 2 BUYERS 6.5" OVAL AMBER LED STROBES CUT INTO THE REAR SKIRT OF THE BODY
- 2 BUYERS 6.5" OVAL AMBER LED STROBES IN BOXES AT THE REAR OF BODY
- 4 D RINGS MOUNTED TO BODY
- 36" X18" X 18" STAINLESS STEEL UNDERBODY TOOLBOX
MOUNTED ON THE STREET SIDE
- 36" X18" X 18" STAINLESS STEEL UNDERBODY TOOLBOX
MOUNTED ON THE CURB SIDE

3.) **Snow Plow Supply and Install**

- FISHER 9.5' XTREME V2 STAINLESS STEEL SNOWPLOW

REQUIREMENTS:

1. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.

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- 2. Responders must guarantee that the services can be provided to the Smithfield School Department within the time specified in the proposal form.
- 3. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
- 4. Inquiries:

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

Carolyn A. Dorazio
Purchasing Agent
64 Farnum Pike
Smithfield, RI 02917
cdorazio@smithfieldri.com

- 5. Cost Proposal:
 - i. The cost proposal should include the following information:
 - a. The responder shall submit Attachment “A” filled out completely.
 - b. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
 - c. The pricing shall remain for the duration of the contract.
- 6. Evaluation Criteria:
 - i. The Smithfield School Department will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.

ii. Proposal will be evaluated on the following:

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

FINAL SELECTION:

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

TIMELINE:

Request for Proposals Issued	March 20, 2019 at 10:00 am
Deadline for questions from vendors	March 27, 2019 at 10:00 am
Proposal Due Date and Opening	March 29, 2019 at 10:00 am

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ATTACHMENT A

TOWN OF SMITHFIELD COST PROPOSAL FORM

Agrees to respond on **2019 F-350 CHASSIS, SD REGULAR CAB 4x4 SD 145" WB DRW XL(F3H) with SERVICE BODY (Supplied and Installed) – Smithfield School Department**

Date and time to be opened: **Friday, March 29, 2019 at 10:00 AM**

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

Contract Year: July 1, 2018 – June 30, 2019

BID (Includes all Material, Labor and Equipment):

2019 F-350 Chassis, SD Regular Cab 4x4 SD Regular Cab 145" WB DRW XL(F3H)

\$ _____
(In numerals)

(In words)

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Service Body Supply and Install

\$ _____
(In numerals)

(In words)

Snow Plow Supply and Install

\$ _____
(In numerals)

(In words)

PHONE _____ FAX _____

CONTACT PERSON NAME

TITLE

CONTACT PERSON SIGNATURE



Memorandum

March 15, 2019

TO: Smithfield Town Council
FROM: Thomas J. Tullie, Ice Rink Director
SUBJECT: COUNCIL AGENDA ITEM COVER SHEET

SUBJECT:

Concession Services RFP for the Smithfield Municipal Ice Rink.

BACKGROUND:

The existing Ice Rink Concession Services Agreement with Cagney Food Service will expired on April 14, 2019. This request for proposals will allow the Ice Rink to soliciate new vendor bids to provide concession services at the Smithfield Municipal Ice Rink for the new contract period of April 17, 2019 to April 16, 2021.

FINANCIAL IMPACT:

The Smithfield Municipal Ice Rink will receive monthly rental income, from an outside vendor, to operate the concession stand.

ATTACHMENTS:

Ice Rink Concessions Services RFP.

MOTION:

MOVED, the Smithfield Town Council authorizes a RFP for Concession Services at the Smithfield Municipal Ice Rink for the new contract period of April 17, 2019 to April 16, 2021.

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Terms and Requirements for Proposals

Item Description: **Concession Services Agreement – Smithfield Municipal Ice Rink**

Date and Time to be **OPENED: Friday, April 5, 2019 at 10:00 AM**

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

Instructions

1. Vendors must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Purchasing Agent**, 64 Farnum Pike, Smithfield, RI 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “**NOT A PROPOSAL**” written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED WHEN APPLICABLE**. Do not group items; price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and three copies shall be submitted.

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NOTICE TO VENDORS

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest qualified evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. Gen. Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest qualified evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. Where prices are the same, the Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the town's website (<http://www.smithfieldri.com/bids>)
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be given.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made
12. A certificate of insurance shall be required of a successful vendor. If so, the Town of Smithfield shall be named *additionally named insured* in the title holder box.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Submitters must indicate brand or make offered and submit detailed specifications if other than brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. as amended).
15. This contract will be for the services described above; however this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these services from any other vendor.
16. No goods should be delivered or work started without Notice from the Town.
17. Vendors are advised that all materials submitted to the Town of Smithfield for consideration in response to this RFP may be considered to be public records as defined in RI General Laws Section 38-2-1, et seq. and may be released for inspection upon request once an award has been made. Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be

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clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Town of Smithfield may release records marked confidential by a vendor upon a public records request if the Town Solicitor determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

18. In accordance with RI General Laws Section 7-1.2-1401, no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority to do so from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
19. Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

SPECIFICATIONS

1. The Town of Smithfield is seeking proposals for Concession Services at the Smithfield Municipal Ice Rink.
2. The contract period shall be in effect for **two (2) years, starting April 17, 2019 through April 16, 2021 with an optional two (2) years extension** that may be exercised in the sole discretion of the Town.
3. Award will be made on the basis of the lowest qualified evaluated bid price meeting all terms and specifications deemed to be in the best interest of the Town of Smithfield.

REQUIREMENTS

1. Insurance – Contractor is required to provide evidence of auto liability, general liability and workers' compensation coverage in amounts acceptable to the Town.
2. Have sufficient manpower to provide services as outlined in the Concessions Services Agreement as determined by the Town.
3. **Provide a list of at least three (3) client references. Including contact name, phone and type of services provided.**
4. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.

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5. Responders must guarantee that the services can be provided to the Town of Smithfield Department within the time specified in the proposal documents.
6. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
7. Inquiries:

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

Thomas J. Tullie
Ice Rink Director
(401) 233-1051
icerink@smithfieldri.com

8. Proposal – To Include the following:
 - a. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff and support.
 - b. List at least three (3) references of other clients that you service that are non-profit organizations, include the name and telephone number of a person to contact.
 - c. List any past experience providing services to the Town.

9. Cost Proposal:

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

10. Evaluation Criteria:

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

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b. Proposal will be evaluated on the following:

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

11. FINAL SELECTION

- i. The Smithfield Town Council will select a firm after taking into account the recommendation submitted by the evaluation committee. Following the notification of the firm selected, the attached contract will be executed by the parties.
- ii. A firm's submission of a proposal indicates acceptance of the conditions contained in this Proposal Specification unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the firm selected.

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ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: **Concession Services – Smithfield Municipal Ice Rink**

Date and time to be opened: **Friday, April 5, 2019 at 10:00 AM**

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

- 1. Total Annual Contract Price (April 17, 2019 – April 16, 2021)**
(Minimum bid is \$876.25 per month (\$21,030.00 for twenty four (24) months)

_____ \$ _____
(Annual Contract in words) **(Annual Contract in Figures)**

- 2. Town Optional Two Year Extension - (April 17, 2021 – April 16, 2023)**
(Minimum bid is \$916.75 per month (\$22,002 for twenty four (24) months)

_____ \$ _____
(Annual Contract in words) **(Annual Contract in Figures)**

PHONE _____ FAX _____

EMAIL _____

CONTACT PERSON NAME TITLE

AUTHORIZED PERSON SIGNATURE

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Smithfield Municipal Ice Rink Concessions Services Agreement

The agreement made and entered into by and between the “concessionaire” and the Town of Smithfield hereafter referred to as the “Town” is as follows:

1. The Town grants to the concessionaire the use of the concession area in the Smithfield Municipal Ice Rink located at 109 Pleasant View Avenue, Smithfield, Rhode Island for the period commencing April 17, 2019 through April 16, 2021 to be used solely for the purpose of selling soft drinks, candy, ice cream, food, and other refreshments, under the terms and conditions hereinafter stated. Business shall be carried on from the part of the building as designated by the Smithfield Municipal Ice Rink Director. This concession services agreement is a two year contract at a rate of \$876.75 per month (\$21,042.00 for twenty four (24) months) with an optional two year contract extension at a rate of \$916.75 per month (\$22,002.00 for an additional twenty four (24) months). To be eligible for a contract extension the concessionaire must submit a financial summary of concession operations at the Ice Rink in the form of an income statement, acceptable to the Town Finance Director, for the prior fiscal year’s operations 60 days prior to the date of renewal. The approval of any contract extension shall be in the sole discretion of the Town Council.
2. The concession area shall be opened whenever organized activities are being held at the Ice Rink with advance notice schedule or notification given to the concessionaire. Days and hours of operation must be approved by the Ice Rink Director prior to the season’s opening. The present required Concession Stand Hours of Operation are attached hereto. These hours of operation may be modified or increased by the Ice Rink Director with advance notice to the concessionaire.
3. The concessionaire must supply his own electrical equipment, or any other equipment needed, which equipment shall be used only upon the approval of the Ice Rink Director. Preparations and setup of concession area shall be the responsibility of the concessionaire. All necessary regulations, repairs, improvements, and maintenance of the concession area shall be the responsibility of the Town.
4. The quality of food served, the prices charged and any other factor affecting the public interest must be approved by the Ice Rink Director before the concessions is opened and the

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Town reserves the right to regulate the sale of any commodity and to impose reasonable regulations necessary or proper for the protection of the public.

5. No advertising signs shall be posted except for price lists, unless approved by the Ice Rink Director.
6. No goods shall be dispensed in glass containers. All containers, wrappers and other papers shall be picked up within the concession area by the concessionaire or persons in his/her employ. The concession area shall be kept neat and clean at all times.
7. The concessionaire shall comply with all state and local laws and regulations.
8. The concessionaire shall hold the Town harmless from any loss, injury, or damage to any person or property arising out of the operation of the concession, including products liability.
9. The concessionaire must submit a certificate of insurance, which includes general liability, product liability, vehicle liability and Workmen's Compensation in the amount of \$1,000,000 and naming the Town of Smithfield as the additional insured on the policy with 30 days advance notice of cancellation and stated on the certificate. The certificate of insurance must be submitted prior to the commencement of the contract.
10. This agreement cannot be assigned or transferred.
11. The Town reserves the right, acting through the Ice Rink Director, to make any other rules and regulations pertaining to the concessionaire which are reasonable and are in the best interest of the Town and the public. The Ice Rink Director may order unsatisfactory service and conditions to be remedied by the contracted vendor with failure to do so being grounds for the termination of the contract.
12. The concessionaire shall have the responsibility of securing the concession area, but duly authorized representatives of the Town shall have access to the concession area at all reasonable times.
13. No beer, wine or any alcoholic beverages or tobacco items shall be available or sold at any time in the Ice Rink.
14. The soft drink/ beverage agreement shall remain in the sole operation and responsibility of the Smithfield Municipal Ice Rink and shall be administered by the Ice Rink Director. The

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soft drink/ beverage vending machines shall be operated by the contracted vendor, with all revenue from the soft drink/ beverage vending machines sales being retained by the contracted vendor. All soft drinks/ beverages sold for resale must be purchased through the Smithfield Municipal Ice Rink and the concessionaire is required to purchase a minimum of 450 cases of product per year.

- 15. The Town of Smithfield is not responsible for any minimum or guaranteed gross sales for the contract period and shall not be expected to issue reimbursements or rebates of any kind to the business awarded the contract.

- 16. The concessionaire shall pay to the Town the sum of \$21,030.00 for the twenty four (24) month period stated in Section #1 of this agreement. The concessionaire is also required to submit a financial summary of concession operations at the Ice Rink in the form of an income statement, acceptable to the Town Finance Director, 60 days prior to the end of this contract.

- 17. The contract price stated above shall be payable in three installments for the first contract year as follows:

1 st payment – July 15, 2019	\$2,628.75
2 nd payment – October 15, 2019	\$2,628.75
3 rd payment – January 15, 2020	\$2,628.75
4 th payment – March 15, 2020	\$2,628.75
5 th payment – July 15, 2020	\$2,628.75
6 th payment – October 15, 2020	\$2,628.75
7 th payment – January 15, 2021	\$2,628.75
8 th payment – March 15, 2021	\$2,628.75

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For Optional contract extension, the contract prices listed above under Section #1 shall be payable on a quarterly basis as follows:

1 st payment – July 15 th
2 nd payment – October 15 th
3 rd payment – January 15 th
4 th payment – March 15 th
5 th payment – July 15 th
6 th payment – October 15 th
7 th payment – January 15 th
8 th payment – March 15 th

18. The Town reserves the right to allow other food and refreshments to be sold in the Smithfield Municipal Ice Rink during special events and will notify the concessionaire in advance of any such special events.
19. The concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, and or physical or mental handicap for any position that the employee or applicant is qualified.
20. In the event the concessionaire fails to comply with any term of this agreement, the Town may declare the contract terminated and may pursue any or all of its legal remedies as a result of said breach.
21. Nothing in this Agreement shall preclude patrons and guests from bringing their own food and/or non-alcoholic beverages into the Ice Rink. However, the Ice Rink Director may prohibit or restrict people from bringing food and beverages to high school hockey games should he deem it necessary.
22. Required Concession Services Hours of Operation are listed below.

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WITNESS our hands this _____ day of April, 2019

WITNESS:

Town of Smithfield

By: _____
Randy R. Rossi, Town Manager

WITNESS:

TBD: (Company Name)

By: _____
Company Owners

TOWN of SMITHFIELD
State of Rhode Island



Smithfield Municipal Ice Rink

109 Pleasant View Avenue

Smithfield, Rhode Island 02917

Phone: (401) 233-1051 Fax: (401) 233-1029

Concession Services Hours of Operations

Sundays	6:00am to 7:30pm
Mondays	5:00pm to 11pm
Tuesdays	5:00pm to 11pm
Wednesdays	4pm to 9:30pm
Thursdays	5:00pm to 11pm
Fridays	5:00pm to 11pm
Saturdays	6:00am to 12:00am

Notes:

1. Any changes to the concession stand hours of operation, by the contracted concessionaire, have to be approved by the Ice Rink Director.
2. Additional hours of operation may be required as the Smithfield Municipal Ice Rink's event schedule dictates.