SMITHFIELD TOWN COUNCIL MEETING

SMITHFIELD TOWN HALL

OPEN SESSION

TUESDAY
August 20, 2019
SMITHFIELD TOWN COUNCIL
MEETING
SMITHFIELD TOWN HALL
64 FARNUM PIKE
TUESDAY, AUGUST 20, 2019
6:30 P.M.

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

CLOSED SESSION

Motion to convene into Closed Session to:

A. Consider, discuss and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel: a.) to interview Michael Tartaglia for a possible reappointment and b.) to discuss an employee disability pension.

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 June 18, 2019 Town Council work session meeting be approved as recorded.

B. Move that the minutes of the June 18, 2019 Town Council closed session meeting be approved as recorded and sealed.

C. Move that the minutes of the June 18, 2019 Town Council open session meeting be approved as recorded.

D. Move that the minutes of the July 9, 2019 Town Council closed session meeting be approved as recorded and sealed.

E. Move that the minutes of the July 9, 2019 Town Council open session meeting be approved as recorded.

F. Move that the minutes of the July 30, 2019 Town Council work session meeting be approved as recorded.

VII. Consider, discuss, and act upon the following possible appointments and reappointments:
A. Zoning Board reappointment with a term expiring in May of 2022.
B. Zoning Board reappointments (2) with terms expiring in May of 2020.
C. Conservation Commission reappointment with a term expiring in July of 2022.
D. Heritage Hall of Fame Committee appointment.
E. Land Trust appointment with a term expiring in September of 2021.

VIII. Public Hearings:
A. Schedule a public hearing on September 3, 2019 to consider amendment to the Code of Ordinances, Chapter 186 “Entertainment, Shows, and Special Events”, Section 21 “License Fee.”
B. Schedule a public hearing on September 17, 2019 to consider adoption of Code of Ordinances, Chapter 237 “Mobile Food Establishments”.
C. Schedule a public hearing on September 17, 2019 to consider amending the Zoning Ordinance Map for Assessor's Plat 48/Lots 40A, 39, 38, 37, 36, 40, 5, 5A, 4C, 33A, 34, 35, 33, 24, 25, 26, 26C, 41 A, 17B, 6.
D. Schedule a public hearing on September 17, 2019 to consider adoption of Zoning Ordinance Article 4.3 “Table of Uses”, Section L. “Medical Marijuana” and Article 4.4 “Supplementary Use Regulations”, Section L. “Medical Marijuana”.

IX. Licenses:
A. Consider approving the renewal of one (1) Peddler’s License, as applied, subject to compliance with all State regulations and local ordinances.
   1. NEFL, Inc. d/b/a “New England Frozen Lemonade”, to sell only frozen lemonade from a truck with RI Reg. number 186765, 280 Douglas Avenue, Providence, RI
B. Consider approving the annual renewal of one (1) Holiday Sales License, as applied, subject to compliance with all State regulations and local ordinances.
   1. NEFL, Inc. d/b/a “New England Frozen Lemonade”, 280 Douglas Avenue, Providence, RI
C. Consider approving three (3) One-Day Beer/Wine Licenses for the Smithfield Senior Center as follows:
   • Good Luck Party to be held on Friday, August 30, 2019
   • Anniversary Party to be held on Thursday, September 26, 2019
   • Halloween Party to be held on Tuesday, October 29, 2019
The parties will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail, from 12:00 p.m. to 3:00 p.m., as listed, as applied, subject to State regulations and Local ordinances.

D. Consider approving a Special Event License for the Smithfield’s All Lit Up Christmas Parade Committee as follows:
   - Community Food Truck Event on Tuesday, August 27, 2019
     The party will take place at Deerfield Park, 1 William J. Hawkins, Jr., Trail, from 4:30 p.m. to 8:00 p.m., as applied, subject to State regulations and local ordinances.

E. Consider approving one (1) One-day Beer and Wine License for the Smithfield’s All Lit up Christmas Parade Committee as follows:
   - Community Food Truck Event on Tuesday, August 27, 2019
     The party will take place at the Deerfield Park, 1 William J. Hawkins, Jr., Trail, from 4:30 p.m. to 8:00 p.m., as applied subject to State regulations and local ordinances.

X. Old Business: None

XI. New Business:
   A. Consider, discuss, and act upon a bid award in the amount of $45,388 for a generator for the Smithfield Ice Rink.
   B. Consider, discuss, and act upon authorizing a 3-year master service contract to CDM-Smith for Sewer Authority plan review, construction inspection, and on-call engineering services.
   C. Consider, discuss, and act upon authorizing a request for qualifications for Planning Consulting Services to assess and update the housing strategies of the Comprehensive Community Plan.
   D. Consider, discuss, and act upon authorizing an agreement for power supply with Ameresco.
   E. Consider, discuss, and act upon a bid award for snow plowing services for the School Department.
   F. Consider, discuss, and act upon entering into a sixty day extension to the current Curatorship and Occupancy Agreement for the Mary Mowry House with Revive the Roots.
   G. Consider, discuss, and act upon authorizing a three-year fixed rate contract
with Direct Energy Services for supply of natural gas.

H. Consider, discuss, and act upon authorizing a request for proposals for investment advisory services for the Police and Fire Pension Funds.

I. Consider, discuss, and act upon authorizing a disability pension for a Fire Department employee.

J. Consider, discuss, and act upon a bid award in an amount not to exceed $334,900 for architect for the Fire Department station projects.

K. Consider, discuss, and act upon a resolution for the issuance of $4,500,000 of bonds to finance a new fire station.

L. Consider, discuss, and act upon authorizing a resolution for a Play for All Fund.

M. Consider, discuss, and act upon authorizing an addendum to the Memorandum of Agreement with Bryant University.

N. Consider, discuss, and act upon a contract for grant administration and writing for an amount not to exceed $7,000.

O. Consider, discuss, and act upon approving tax abatements in the amount of $2,899.21.

P. Consider, discuss, and act upon the appointment of a Council liaison to the Smithfield Water Supply Board Advisory Commission.

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, AUGUST 16, 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 HISTORIC PRESERVATION AND EAST SMITHFIELD NEIGHBORHOOD CENTER SUBCOMMITTEE WORK SESSION
SMITHFIELD TOWN HALL
TUESDAY, JUNE 18, 2019
AT 5:30 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

Historic Preservation members present:
          Katie Law, Chair
          Benjamin Caisse, Vice-Chair
          Travis Worthley, member
          Robert Leach, member
          Michael Dexter, Smithfield Fire Marshall
          David Russas, Sub-Committee member

Council President Alba calls the Tuesday, June 18, 2019 Smithfield Town Council Work Session to order at 5:30 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. Update on Building Status.

Katie Law, Historical Preservation Commission Chair, explains that in the year 2016 the East Smithfield Neighborhood Center was closed due to fire department violations.

Captain Dexter explains that there were sixteen (16) fire code violations, as follows:

1. Emergency lighting lacks being operational
2. The building lacks a fire alarm with force notification
3. The main hall rear exit ramp lacks slip resistance
4. The electrical panels are unlocked throughout building therefore are not in compliance
5. The following areas lack being in compliance due to a dead bolt lock on door.
   • Left side door
6. Ceiling tiles are missing in the following locations, therefore lacking separation:
   - Main Hall
   - Rear Hall
   - Right Hall

7. Portable space heaters were found to be used in the following area;
   - Office

8. Occupancy load sign is missing in the main hall, therefore, not in compliance

9. Flammable/combustible liquids lacks the proper storage cabinets, thus lacking compliance.
   - Right side rear storage room

10. Building lacks a required key access box. (ONLY Knox brand key access boxes shall be used. Order forms may be obtained through our office or go to www.knoxbox.com)

11. Fire extinguishers lack the property annual inspection tag:
   - Right side rear storage

12. The curtains in the main hall lack the proper flame resistance rating.

13. The main hall lacks being in compliance due to exposed wiring.

14. This assembly occupancy lacks the proper cut sheets for interior finish.

15. The rear door exit ramp lacks hand rails.

16. The building lacks a sprinkler system.

Chair Law explains that the subcommittee met approximately four (4) to five (5) times and we were supposed to have some quotes in place.

Mr. Russas states that the subcommittee reviewed the reports from Saccoccio & Associates and R.I. Analytical Specialists in Environmental Services.

Council President Alba states that at this meeting she was hoping have estimates submitted by the subcommittee.

Chair Law replies that subcommittee is working on the estimates.

Robert Leach explains that the estimates should be based on what the Town Council would like to do the building.

Mr. Russas states that the building should be brought up to fire code and reopened. The remodeling of the building can follow with regard to the historical value.

Council President Alba asks about grant funding.
Chair Law replies that she is in the process of applying for grants and states that the East Smithfield Neighborhood Center is a historic building worthy of repair in order to bring it back to its former state.

Council President Alba requests a list of grant applications being submitted to repair the East Smithfield Neighborhood Center.

Council President Alba asks about any quotes that they have received regarding repairs to the building.

Chair Law replies that she is currently compiling quotes from various companies regarding repairs to the building.

Council President Alba states that the Town Council members need to see those quotes as well as advertise for a RFP.

Council President Alba explains that this evening is the first time that the Town Council have reviewed the drawings and have seen no cost estimates as of yet. Council President Alba is concerned that the costs estimates are being documented for the Town Council members to review. Council President Alba states that the Town Council members need to be brought up to date with regard to any future grants and estimated quotes of the work that needs to be done to re-open that facility.

Council President Alba asks Building Official Cambio his input regarding the repairs and renovations to the East Smithfield Neighborhood Center.

James Cambio, Building Official, reviews a power point presentation concerning State Rehabilitation Building and Fire Code for Existing Structure – East Smithfield Neighborhood Center. Building Official Cambio reviews the following topics:

- **Purpose and Intent**
- **Preliminary Meeting Process**
- **Key Definitions**
  - “Authority Having Jurisdiction”
  - “Unsafe Building or Equipment”
  - “Complex Rehabilitation project involving multiple codes”
  - “Imminent Danger”
- **Historical Building Defined**
- **The Six Categories of Work Defined**
  - “Addition”
  - “Change of Occupancy”
  - “Repair”
  - “Renovation”
  - “Alteration”
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- “Reconstruction”
  - Extensive Alterations defined:
    - Chapter 5 Alterations defines “Extensive Alterations”
  - Chapter 10 Accessibility
  - Chapter Review
    - Based on the definitions of the six (6) work categories, the following assessment can be made:
      - Chapter 3 Repairs does not apply
      - Chapter 7 Change of Use may apply in part
      - Chapter 8 Additions does not apply
      - Given the definition of “Extensive Alteration” in Chapter 5, and the definition of “Reconstruction” in Chapter 6, it is clear that the requirements of Chapter 6 must be followed. In addition, Section 601.2 states that all work shall comply with all of the requirements of Chapters 4 and 5.

- Conclusion
- Recommendations

Upon further discussion the Town Council members thank Building Official Cambio for his presentation this evening and state that it was very helpful.

Building Official Cambio states that according to all of the above requirements this what the Town needs to do in order to repair this building.

Council President Alba states that there are many residents willing to donate their services for the repairs and asks Building Official Cambio if that is acceptable.

Building Official Cambio replies that it is perfectly acceptable under the State Rehabilitation Building Code.

Council member Cerra states that Building Official Cambio’s presentation was very helpful this evening and it disturbs her that so much time has passed without action taken toward repairing this building by the subcommittee. Council member Cerra believes that the Town Council members should not hold any further work sessions until the subcommittee meets and moves forward with discussions. Council member Cerra feels that the whole procedure has been handled very poorly in the past and would like to move forward in a positive manner.

Council member Kilduff asks if this property falls under the realm of historic preservation.

Building Official Cambio replies that it does not at this time, however, it could in the future.
Council President Alba states that this property was not deemed historical, however, it could in the future with all the research completed and submitted by the Historic Preservation Commission.

Building Official Cambio explains that the historic preservation of the building can be preserved and discussed at future meetings with regard to the cost.

*See supporting documentation attached.*

Chair Law states that as far as historic preservation this building is worth preserving, however, at this time the first phase would be to do the repairs in order to reopen the building. Chair Law further states that the historic repairs can follow after the building is open. Chair Law explains that the Historic Preservation Commission will continue with the State to determine the eligibility of this building on the historical registry.

Mr. Leach reviews drawings he drafted regarding the reconfiguration of the building, such as recreation rooms, bathrooms, food pantry, roof restoration, etc. Mr. Leach states that based upon the restructuring of the building they can then figure in the costs, which they have been compiling, while working with the State Rehabilitation Code and the Building Official.

Council President Alba explains that this evening is the first time that the Town Council have reviewed the drawings and have seen no cost estimates as of yet. Council President Alba is concerned that the costs estimates are not being documented for the Town Council members to review. Council President Alba states that the Town Council members need to be brought up-to-date with regards to any future grants and estimated quotes of the work that needs to be done to re-open that facility.

Mr. Russas explains that the state laws regarding the rehabilitation of an historic building were not discussed at a subcommittee meeting because he has been told that there needs to be certain structures in place before the building repairs are started.

Mr. Leach states that he has expertise in this area and there are certain criteria to follow under State law regarding this type of building to be followed. Mr. Leach further states the Town should follow the State requirements when repairing and renovating this building.

Council President Alba asks Mr. Leach to present to the Town Council members all of these requirements in writing for further review. Council President Alba feels that the Town Council has been held in isolation regarding this project with no discussion and involvement with the subcommittee members. Council President Alba also states that this meeting is very helpful and it is a start in the right direction.

Chair Law states that the subcommittee has met only one (1) time.
Mr. Russas explains that the subcommittee met approximately one (1) year ago and that Chair Law and Mr. Leach were compiling the documents that are being presented this evening.

Council President Alba explains that due to time constraints the Town Council will need to schedule additional work sessions in order to discuss items two (2), three (3), four (4) and five (5) on the agenda this evening. Council President Alba also explains that the Town Council members need to receive more information for the next work session in order to review in advance of the meeting.

John Emin states that this meeting is a good start toward moving forward with the repairs to the building.

Council President Alba appreciates what Mr. Leach and Chair Law had completed to this point, but they need help from the subcommittee.

Mr. Russas states that the subcommittee members did not have the expertise that Chair Law and Mr. Leach have, and historically they did a wonderful job. Mr. Russas further states that with the historical portion completed the subcommittee can now move forward discussing the future repairs and renovations of the East Smithfield Neighborhood Center.

Council President Alba states that the Town Council members and the subcommittee need to come together as a team for the next work session.

*See supporting documentation attached.*

2. Review and Discuss Project Cost Estimates.
3. Discuss Possible Work Plan for the Center.
4. Review and Discuss Funding and Potential Funding.
5. Discuss Possible Designation of Historic District Zones.

Motion made by Council member Kilduff, seconded by Council member Cerra, to adjourn the meeting. Motion approved by a unanimous vote.

Meeting adjourns at 6:55 P.M.

Carol A. Aquilante, MMC, Town Clerk
PLEASE SEE CLOSED SESSION
MINUTES ENVELOPE
MINUTES OF SMITHFIELD TOWN COUNCIL MEETING  
Date: Tuesday, June 18, 2019  
Place: Smithfield Town Hall  
Time: 6:50 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 member Kilduff, seconded by Council member Cerra, to convene into Closed Session to consider, discuss and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a) Real Estate; to consider and discuss act upon a donation of property to the Town. **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.

I. Council President Alba calls the Tuesday, June 18, 2019 Smithfield Town Council meeting to order at 7:12 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: Smithfield Wastewater Treatment Facility 2018 Gold Award for Permit Compliance to Veolia Water.

Kevin Cleary, Town Engineer explains that based on permit compliance data, the Town of Smithfield Wastewater Treatment Facility, operated by Veolia Water North America, has been selected as the winner of the Narragansett Water Pollution Control Association Gold Award for the Complete Permit Compliance in 2018. Town Engineer Cleary also explains this is the second year in a row that Veolia Water has won this Gold Award, which is quite an accomplishment.

Karen Goffe, Veolia Water North America, Plant Manager accepts a Certificate of Recognition from the Town of Smithfield for being the Narragansett Water Pollution Control Association’s Gold Award for Complete Permit Compliance in 2018 and thanks the Town Council members for their special recognition.

VI. Minutes:  
A. Move that the minutes of the June 3, 2019 Town Council work session meeting be approved as recorded.
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**Motion** made by Council member Cerra, seconded by Council member Kilduff, that the minutes of the June 3, 2019 Town Council work session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

**B.** Move that the minutes of the June 4, 2019 Town Council closed session meeting be approved as recorded and sealed.

**Motion** made by Council member Kilduff seconded by Council Vice-President Lawton, that the minutes of the June 4, 2019 Town Council closed session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

**C.** Move that the minutes of the June 4, 2019 Town Council open session meeting be approved as recorded.

**Motion** made by Council Vice-President Lawton seconded by Council member Cavanagh, that the minutes of the June 4, 2019 Town Council open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

**A.** Economic Development Commission appointment with a term expiring in March 2020.

**Motion** is made by Council member Kilduff, seconded by Council Vice-President Lawton, that the Smithfield Town Council appoints John J. Flanagan to the Smithfield Economic Development Commission with a term expiring in March of 2020. **Motion is approved by a unanimous 5/0 vote.**

**B.** Planning Board reappointments (2) with terms expiring in May of 2022.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council hereby reappoints Richard Colavecchio to the Smithfield Planning Board with a term expiring in May of 2022. **Motion is approved by a unanimous 5/0 vote.**

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cerra, that the Smithfield Town Council hereby reappoints Curtis Ruotolo to the Smithfield Planning Board with a term expiring in May of 2022. **Motion is approved by a unanimous 5/0 vote.**

**C.** Planning Board appointment with a term expiring in May of 2022.

**Motion** is made by Council member Kilduff, seconded by Council Vice-President Lawton, that the Smithfield Town Council appoints Michael Pinelli to the Smithfield Planning Board with a term expiring in May of 2022. **Motion is approved by a unanimous 4/1 vote. Council
D. Asset Management Commission appointment with a term expiring in April of 2024.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council hereby appoints Joseph McCreight to the Smithfield Asset Management Commission with a term expiring in April 2024. Motion is approved by a unanimous 5/0 vote.

VIII. Public Hearings:

A. Schedule a public hearing on July 9, 2019 to consider amendments to the Code of Ordinances, Chapter 54 “Economic Development Commission”, Section 54-3 “Membership; term”, Section 54-5 “Organization”, and Section 54-7 “Powers and duties”.

Town Manager Rossi explains that this ordinance amendment specifies the membership terms which would consist of five (5) regular members and two (2) alternate members. The alternate membership section clearly defines the alternate member’s duties.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council hereby schedules a public hearing on July 9, 2019 to consider amendments to the Code of Ordinances, Chapter 54 “Economic Development Commission”, Section 54-3 “Membership; term”, Section 54-5 “Organization”, and Section 54-7 “Powers and duties”. Motion is approved by a unanimous 5/0 vote.

B. Conduct a Public Hearing to consider approving a new Class B-Victualler Beverage License for Armenucci, LLC d/b/a “Blackie's Bulldog Tavern”, located at 280 George Washington Highway, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, Retail Sales Permit, final approval from the Building Official’s Office, and final approval from the RI Department of Health.

Council President Alba declares the Public Hearing open.

Jeannine Iannucci, Blackie’s Bulldog Tavern owner, addresses the Town Council and explains that she is seeking a new B-Victualler Beverage License for her new establishment.

Council President Alba asks Ms. Iannucci if her previous establishment will remain open.

Ms. Iannucci replies that it will remain open, but not as Blackie’s Bulldog Tavern.

Council member Cavanagh asks if this establishment has been inspected.

Town Manager Rossi replies that they have been inspected by the Fire Marshall.
Hearing no further comments Council President Alba closes the Public Hearing.

Motion is made by Council member Kilduff, seconded by Council member Cavanagh, that the Smithfield Town Council approve a new Class B-Victualler Beverage License for Armenucci, LLC d/b/a “Blackie’s Bulldog Tavern”, located at 280 George Washington Highway, to include Outdoor Seating/Bar Service, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, Retail Sales Permit, final approval from the Building Official’s Office, and final approval from the RI Department of Health. **Motion is approved by a 4/0 vote. Council member Cerra recuses herself.**

IX. Licenses:

A. Consider approving a new Victualling License for Armenucci, LLC d/b/a “Blackie’s Bulldog Tavern”, located at 280 George Washington Highway, as applied, subject to compliance with all State regulations, local ordinances and final approval from the RI Department of Health. **Motion is approved by a 4/0 vote. Council member Cerra recuses herself.**

B. Consider approving a new Entertainment License for Armenucci, LLC d/b/a “Blackie’s Bulldog Tavern”, located at 280 George Washington Highway, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a 4/0 vote. Council member Cerra recuses herself.**

C. Consider approving a new Special Dance License for Armenucci, LLC d/b/a “Blackie’s Bulldog Tavern”, located at 280 George Washington Highway, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a 4/0 vote. Council member Cerra recuses herself.**
D. Consider approving a new Holiday Sales License for Grams Girls, Inc. d/b/a “Card Smart of Smithfield”, located at 445 Putnam Pike, 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 a new Holiday Sales License for Grams Girls, Inc. d/b/a “Card Smart of Smithfield”, located at 445 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances. Motion is approved by a unanimous 5/0 vote.

E. Consider approving the renewal of two (2) Peddler’s Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. CALM Enterprises, Inc. d/b/a “Del’s of Smithfield to sell only frozen lemonade from a pushcart with RI Reg. number 55218, 115 Pleasant View Avenue

2. CALM Enterprises, Inc. d/b/a “Del’s of Smithfield”, to sell only frozen lemonade from three (3) trucks with RI Reg. numbers 25833, 126485, and 51697, 115 Pleasant View Avenue

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council approve the renewal of two (2) Peddler’s Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. CALM Enterprises, Inc. d/b/a “Del’s of Smithfield to sell only frozen lemonade from a pushcart with RI Reg. number 55218, 115 Pleasant View Avenue

2. CALM Enterprises, Inc. d/b/a “Del’s of Smithfield”, to sell only frozen lemonade from three (3) trucks with RI Reg. numbers 25833, 126485, and 51697, 115 Pleasant View Avenue

Motion is approved by a unanimous 5/0 vote.

F. Consider approving the annual renewal of one (1) Pool Table License, as applied, subject to compliance with all State regulations and local ordinances.

1. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)

Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council approve the annual renewal of one (1) Pool Table License, as applied, subject to compliance with all State regulations and local ordinances.

1. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)

Motion is approved by a unanimous 5/0 vote.
G. Consider approving a request for outdoor seating for Botan, LLC d/b/a “Wise Guys Deli”, located at 1202 Douglas Pike, subject to compliance with all State regulations and local ordinances.

Savannah Brown representing Wise Guys Deli, states that they will be sectioning off a grassy area for outdoor seating. Ms. Brown explains that they have proposed to the property owner to a 391 square foot (17x23) asphalt area which will have two (2) picnic tables and will accommodate twelve (12) to fifteen (15) people. They will also install fifteen (15) cement filled poles space out every four (4) feet, to protect the outdoor diners.

**Motion** is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council approve a request for outdoor seating for Botan, LLC d/b/a “Wise Guys Deli”, located at 1202 Douglas Pike, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

H. Consider approving the annual renewal of one (1) Bingo License, as applied, subject to compliance with all State regulations and local ordinances.

1. Raymond C. LaPerche PTA, 11 Limerock Road (fee waived)

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cerra, that the Smithfield Town Council approve the annual renewal of one (1) Bingo License, as applied, subject to compliance with all State regulations and local ordinances. Fee waived.

1. Raymond C. LaPerche PTA, 11 Limerock Road (fee waived)

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

I. Consider approving an application for a temporary extension of a Class D (Full Privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter Carey Road, for their Annual Field Day to be held Sunday, September 15, 2019, from 9:00 a.m. to 8:00 p.m., as applied subject to compliance with all State regulations and local ordinances, and conditional upon the standard alcohol/crowd control agreement with the Smithfield Police Department. Rain date will be Sunday, September 22, 2019.

Ronald Maloof, Smithfield Sportsman’s Club representative, addresses the Town Council and explains that their organization have been holding this event for many years and they work closely with the Smithfield Police Department regarding the extension of the liquor license.

**Motion** is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council approve the temporary extension of a Class D (Full Privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter
Carey Road, for their Annual Field Day to be held Sunday, September 15, 2019, from 9:00 a.m. to 8:00 p.m., as applied subject to compliance with all State regulations and local ordinances, and conditional upon the standard alcohol/crowd control agreement with the Smithfield Police Department. Rain date will be Sunday, September 22, 2019. Motion is approved by a unanimous 5/0 vote.

J. Consider approving a Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm”, to hold a Farmer’s Market every Friday, beginning Friday, June 21, 2019 through late October, with the hours of operation to be from 4:00 p.m. to 7:00 p.m., on property located at 122 Limerock Road, 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 a Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm”, to hold a Farmer’s Market every Friday and Sunday, beginning Friday, June 21, 2019 through late October, with the hours of operation to be from 4:00 p.m. to 7:00 p.m. on Friday and 10:00 a.m. to 1:00 p.m. on Sunday at property located at 660 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances. Motion is approved by a unanimous 5/0 vote.

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing a bid award for new rubberized flooring at the Smithfield Ice Rink.

Thomas J. Tullie, Ice Rink Director explains that the rubber flooring project was approved through a RFP at the May 21, 2019 Town Council meeting. The detailed project specifications were advertised and sealed proposals were accepted by the office of the Finance Director until 10:00 a.m. on Friday May 31, 2019. Director Tullie further explains that as a result of the qualified bid process the Smithfield Municipal Ice Rink has selected Kiefer Northeast LLC to do the Rubber Flooring Project at a total cost of $78,400.00. Funding for this project will come from the Ice Rink Operating Fund.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council awards the Rubber Flooring Project at the Smithfield Municipal Ice Rink to Kiefer Northeast LLC – the project funds to come from the Ice Rink Operating Fund. Motion is approved by a unanimous 5/0 vote.

B. Consider, discuss, and act upon a recommendation from the Sewer Authority to authorize amendment #5 to the Wastewater Treatment Facility’s operation and maintenance contract with Veolia Water for chlorination system upgrades.

Town Engineer Cleary explains that the Sewer Authority has voted to forward to the Town
Council a recommendation to consider a contract amendment with Veolia Water for design-build services for the replacement and upgrade to the WWTF Chlorination System for the amount of $298,000. Town Engineer Cleary further explains that the design-build effort will implement certain upgrades to the WWTF Chlorination System at the facility, as the system is high corrosive, aged and in need of complete replacement to modernize the system to fulfill complete spill control, replace failing tanks, plumbing, corroded electrical components and create safe working conditions. Town Engineer Cleary states that the Sewer Authority’s legal counsel has reviewed the provided documentation and has authorized this request of the Sewer Authority be forwarded to the Town Council for consideration.

Matthew Johnson, Veolia Water, gives a power point presentation detailing the project.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorizes Contract Amendment #5 with Veolia Water for the sum of $298,000 for design-build services to replace and upgrade the Chlorination System at the WWTF for the Smithfield Sewer Authority. **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon the Smithfield Land Trust entering into a new Curatorship and Occupancy Agreement for the Mary Mowry House with Revive the Roots.

Upon further discussion the Town Council members agree to extend the agreement by sixty (60) days and table this agenda item.

Alfred Costantino, Town resident, expresses his thanks to the Town Council for tabling this agenda in order to further review this proposed agreement. Mr. Costantino feels that the proposed agreement is not complete and asks the Town Council to review the entire five (5) year file of the curatorship agreement, before the new agreement is authorized.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council table this agenda item and extend the lease by sixty (60) days from June 30, 2019 to a future meeting. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing a request from the Thirsty Beaver to hold the first annual “Beaver Dash” 5K road race at 8:30 a.m. on Sunday, October 20, 2019 from the Smithfield Ice Rink, 101 Pleasant View Avenue, to the Thirsty Beaver, 45 Cedar Swamp Road.

Jessica Beaton, Events and Marketing Director, Dig In Dining Restaurant Group, is present and addresses the Town Council to explain this event. Ms. Beaton explains that she has been working with Captain Kenneth Brown from the Smithfield Police Department to establish the race route (race route map included in packed). Also attached is a special event checklist, which does not include live music. Ms. Beaton further explains that proceeds from the event will benefit the Special Olympics.
Motion is made by Council member Kilduff, seconded by Council member Cerra, that the Smithfield Town Council authorize a request from the Thirsty Beaver to hold the first annual “Beaver Dash” 5K road race at 8:30 a.m. on Sunday, October 20, 2019 from the Smithfield Ice Rink, 101 Pleasant View Avenue, to the Thirsty Beaver, 45 Cedar Swamp Road. Motion is approved by a unanimous 5/0 vote.

E. Consider, discuss, and act upon an Appropriation and Tax Levy Resolution for fiscal year ending June 30, 2020.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council move passage of Appropriation and Tax Levy Resolution for the Fiscal Year Ending June 30, 2020. Motion is approved by a unanimous 5/0 vote.

F. Consider, discuss, and act upon approving tax abatements in the amount of $588.03.

Motion is made by Council member Cerra, seconded by Council member Cavanagh, that the Smithfield Town Council approve the tax abatements in the amount of $588.03. Motion is approved by a unanimous 5/0 vote.

G. Consider, discuss, and act upon authorizing the purchase of a 2019 Ford SUV in the amount of $31,503.12 from MHQ, Inc. through the Massachusetts VEH98 Bid.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council authorize the Police Department to purchase one (1) 2019 Ford SUV in the total amount of $31,503.12 from MHQ, Inc., Marlborough, MA, through the Massachusetts VEH 98 Bid, with funds available in the Police Equipment Fund. This amount will be offset by a $12,505.50 payment by Amica Insurance, resulting in a net cost to the Police Department of $18,997.65. Motion is approved by a unanimous 5/0 vote.

XII. Public Comment

Paul Aiello, Town resident states that the State of Rhode Island did not restore any additional funding to the school department.

Town Manager Rossi confirms that no funds were restored to the school department.

Mr. Aiello explains that our State Representatives and Senators should be encouraged not to support the school budget and the Town Council should reach out to our legislation. The Town Council should encourage our State legislation to submit a bill to level fund the school department.

Cynthia Mulvey, Town resident, states that with all of the deferred maintenance issues of Town buildings, every Town Council member needs to know all the technical data of these buildings. Ms. Mulvey also states that the Historic Preservation Commission should not be discouraged by telling them that their details and research are not needed. Ms. Mulvey explains that the
committee recommended in 2017 to enable the East Smithfield Neighborhood Center as an historic district to allow for more grants. Ms. Mulvey explains that the Town of Cumberland had done something similar to this and asks that this issue be discussed by the Town Council members again in the future. Ms. Mulvey asks the Town Council for a list of grants from the Town Planner’s office, with regard to the East Smithfield Neighborhood Center. Ms. Mulvey states that instead of selling the Mowry House, the Town should hold a mortgage with Revive the Roots members so they can purchase the property from the Town.

Alfred Costantino, Town resident, states that in the past the Town Council made serious mistakes, such as a 2M bond for a new school and library that was never built, however, the Town is still paying for this mistake. Mr. Costantino also states many years ago the Town Hall was renovated, however, there was still not enough space for the Town’s departments. Mr. Costantino believes that it would have been best to build a new Town Hall on one level that was more cost efficient. Mr. Costantino explains that the Town Council has a fiduciary duty to the taxpayer to review every possibility when addressing the future of the East Smithfield Neighborhood Center, whether it should be renovated or rebuilt. Mr. Costantino states that he has many expertise that would benefit the future of this building.

Council President Alba explains that tonight’s work session was the first of many work session regarding the East Smithfield Neighborhood Center, and Mr. Costantino is welcomed to attend.

Mr. Costantino states that he would be like to be part of the East Smithfield Neighborhood Center subcommittee in order to lend his expertise.

Kenneth Sousa, Town resident, states that the North Smithfield schools have targeted the zip code of Smithfield in order to encourage them to attend the North Smithfield schools and pay them tuition due to the new law. Mr. Sousa will send that information to Town Manager Rossi to share with the Town Council members.

Donald Brown, Town resident, states that he opposes Mr. Costantino being part of the East Smithfield Neighborhood Center subcommittee because Mr. Costantino wants it torn down and rebuilt. Mr. Brown feels that this building is a very important part of the community and has been since he was a child in Smithfield. Mr. Brown does not think because it is old it should be torn down. Mr. Brown further states that the Town neglected to maintain that building over the years. Mr. Brown would like to see the history of the Town maintained through our old buildings.

Thomas Hodgkins, Town resident, states that the public should be notified well in advance of the all the public meetings in order to attend.

Town Manager Rossi explains then when the agenda is complete it is then posted to the website.

Council President Alba states that the Historic Preservation Commission did encourage people to attend through facebook.
Town Manager Rossi will do his best to post the meetings on the website well in advance of the scheduled meeting.

Donald Brown, Town resident, states that not every resident in Town has a Facebook account or owns a computer. Mr. Brown explains that the notice used to be posted on the bulletin board, but no longer is. Mr. Brown asks if a simple posting can be placed on the bulletin board that a meeting will be scheduled without the full agenda.

Council President Alba replies this issue can be corrected.

Town Manager Rossi replies that we accommodate as best we can. Town Manager Rossi explains that any meetings cancelled are posted on the door.

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

Council President Alba announces the following vote taken in Closed Session.

A Vote to have the Land Trust accept the donation of land designated at AP 45, Lot 91 owned by Cavanagh Company was approved by the Town Council. The Town Council further directed that Land Trust Chairwoman Barbara Rich have the land surveyed.

XIV. Adjournment.

Motion is made by Council member Kilduff, seconded by Council member Cerra, to adjourn the meeting. Motion is approved by a 5/0 vote.

Meeting adjourns at 8:35 P.M.

[Signature]
Carol A Aguilante, MNC
Town Clerk
PLEASE SEE CLOSED SESSION MINUTES ENVELOPE
MINUTES OF SMITHFIELD TOWN COUNCIL MEETING
Date: Tuesday, July 9, 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 (excused)
          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 Section 42-46-5(a)(1) Personnel: to interview Stephen Cassidy and Donald Burns for possible appointments to a Town Board of Commission.  Motion is approved by a unanimous 4/0 vote.  Town Clerk Aquilante takes a roll call vote of each Town Council member’s vote to convene the Closed Session.

I.  Council President Alba calls the Tuesday, July 9, 2019 Smithfield Town Council meeting to order at 7:10 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:

A.  Melissa Chaput, Refuse and Recycling Coordinator, on the Town’s Earth Day Cleanup Event.

Ms. Chaput reviews the following topics of her power point presentation:

2019 EARTH DAY –HELD ON APRIL 27, 2019

- Litter Clean-up
- Registration at the Deerfield Park Pavilion
- Areas cleaned
- Group Involvement
  - Girl Scouts
  - Boy Scouts
  - Rotary Club
  - Interact Club
  - Families and Friends
Town Council Meeting  
July 9, 2019

- Business Volunteers from Alltown Realty, Adler Construction and Peloquin & Sons.
- Funding and Support
- Savings

B. Savannah Harik, Municipal Partnerships Representative from Waste Zero, on the Simple Recycling collection proposal.

Ms. Harik, review the following topics of her power point presentation:

**WASTE ZERO – Save Money – Reduce Waste**

- Curbside Textiles Recycling – A new option to Reduce Waste, Create Value and Improve the Environment
- Textiles in the Waste Stream
- About Simple Recycling
- Collection Dynamics
- What happens to Recycled Used Textiles?
- Frequently asked questions.

VI. Minutes:

A. Move that the minutes of the June 14, 2019 Town Council financial town meeting be approved as recorded.

Motion made by Council Vice-President Lawton, seconded by Council member Kilduff, that the minutes of the June 14, 2019 Town Council financial town meeting be approved as recorded. **Motion is approved by a unanimous 4/0 vote.**

B. Move that the minutes of the June 18, 2019 Town Council closed session meeting be approved as recorded and sealed.

Motion made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the minutes of the June 18, 2019 Town Council closed session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 4/0 vote.**

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

A. Conduct a public hearing to consider amendments to the Code of Ordinances, Chapter 54 “Economic Development Commission”, Section 54-3 “Membership; term”, Section 54-5 “Organization”, and Section 54-7 “Powers and duties”.

Council President Alba declares the Public Hearing open.

Town Manager Rossi explains that this ordinance amendment is a culmination of the members of the Economic Development Commission, by adding two (2) alternate members to the Commission, allowing the members to grow and take on new projects. Town Manager Rossi further explains that the draft ordinance “Section 54-7” has been updated as well.

Kenneth Sousa, Economic Development Commission member, thanks the Town Council members for the addition of two (2) alternate members to the Amended Ordinance because the Economic Development Commission have many projects planned for the future.

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

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council authorizes amendments to the Code of Ordinances, Chapter 54 “Economic Development Commission”, Section 54-3 “Membership; term”, Section 54-5 “Organization”, and Section 54-7 “Powers and duties” as presented by the Town Manager. Motion is approved by a unanimous 4/0 vote.

B. Schedule a public hearing on August 20, 2019 to consider Zoning Ordinance amendments to Article 4.4 “Supplementary Use Regulations”, Section L. “Medical Marijuana”.

Mr. Hodgkins requests that the Town Council members further review this ordinance prior to having a Public Hearing.

Solicitor Gallone states that the Town Council members could schedule a Public Hearing to appeal the ordinance because they have the ability to amend parts of the ordinance or pass a new ordinance. Solicitor Gallone further states that if another ordinance is proposed it has to be consistent with State law and Hawkins Slater Medical Marijuana Act.

Jackson Despres, Town resident, states that there was an ACLU settlement with the Town in the amount of $30,000. Mr. Depsres further states that the prior Town Solicitor was paid an excess of $20,000 to litigate this case and suggests the Town ask for some sort of refund to complete this litigation.
Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby schedules a public hearing on September 17, 2019 to consider amendments to the Smithfield Zoning Ordinance that repeal the medical marijuana provisions. **Motion is approved by a unanimous 4/0 vote.**

VIII. Licenses:

A. Consider approving a new Holiday Sales License for Petco Animal Supplies Stores, Inc. d/b/a “Petco #3748”, located at 371 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

**Motion** is made by Council member Kilduff, seconded by Council member Cavanagh, that the Smithfield Town Council approve a new Holiday Sales License for Petco Animal Supplies Stores, Inc. d/b/a “Petco #3748.”, 425 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 4/0 vote.**

B. Consider approving the annual renewal of two (2) Pool Table Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)
2. Portuguese American Social & Athletic Club, 40 Fenwood Avenue (one pool table)

**Motion** is made by Council member Kilduff, seconded by Council member Cavanagh, that the Smithfield Town Council approve the annual renewal of two (2) Pool Table Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)
2. Portuguese American Social & Athletic Club, 40 Fenwood Avenue (one pool table)

**Motion is approved by a unanimous 4/0 vote.**

C. Consider approving two (2) One-day Beer and Wine Licenses for the Smithfield’s All Lit Up Christmas Parade Committee as follows:

- Community Food Truck Event on Tuesday, July 16, 2019
- Community Food Truck Event on Tuesday, August 13, 2019

The parties will take place at Deerfield Park, 1 William J. Hawkins, Jr., Trail, from 4:30 p.m. to 8:00 p.m., as applied, subject to State regulations and local ordinances.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council approve two (2) One-Day Beer/Wine Licenses as follows:

- Community Food Truck Event on Tuesday, July 16, 2019
- Community Food Truck Event on Tuesday, August 13, 2019
The parties will take place at Deerfield Park, 1 William J. Hawkins, Jr., Trail, from 4:30 p.m. to 8:00 p.m., as applied, subject to State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

D. Consider approving two (2) Special Event Licenses for the Smithfield’s All Lit Up Christmas Parade Committee as follows:

- Community Food Truck Event on Tuesday, July 16, 2019
- Community Food Truck Event on Tuesday, August 13, 2019

The parties will take place at Deerfield Park, 1 William J. Hawkins, Jr., Trail, from 4:30 p.m. to 8:30 p.m., subject to State regulations and local ordinances.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council approve two (2) Special Event Licenses for the Smithfield’s All Lit Up Christmas Parade Committee as follows:

- Community Food Truck Event on Tuesday, July 16, 2019
- Community Food Truck Event on Tuesday, August 13, 2019

Motion is approved by a unanimous 4/0 vote.

E. Consider approving a new Massage Therapy License for William Bradley to conduct Therapeutic Massage at “Body Grateful Day Spa”, 10A Cedar Swamp Road, subject to compliance with all State regulations and local ordinances.

Motion is made by Council member Kilduff, seconded by Council member Cavanagh, that the Smithfield Town Council approve a new Massage Therapy License for William Bradley, 47 Wentworth Avenue, Warwick, R.I. to conduct therapeutic massage at “Body Grateful Day Spa”, located at 10A Cedar Swamp Road, as applied, subject to compliance with all State regulations and local ordinances. Motion is approved by a unanimous 4/0 vote.

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing a request for proposals for Construction Manager At-Risk for the Elementary Schools Reconfiguration Project.

Town Manager Rossi explains that the School Building Committee unanimously voted to approve the RFP for the Construction Manager at Risk of the Elementary Schools
Reconfiguration Project. Town Manager Rossi further explains that a Construction Manager at Risk (CMaR) is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks.

Motion made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorizes the advertisement of an RFP for Construction Manager at Risk for the Elementary Schools Reconfiguration Project pending final review by Legal Counsel. Motion is approved by a unanimous 4/0 vote.

B. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract with GZA GeoEnvironmental, Inc. through the RI Master Price Agreement #494 for geotechnical services.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council award the contract for geotechnical services to GZA GeoEnvironmental based on the RI Master Price Agreement in an amount not to exceed $63,300. Motion is approved by a unanimous 4/0 vote.

C. Consider, discuss, and act upon rescinding the request for proposals for emergency generator at the Smithfield Ice Rink.

Thomas Tullie, Ice Rink Director, explains that during the bid process he discovered that the generator specifications did not meet the National Fire Protection Association’s Codes and Standards. Director Tullie asks the Town Council members to rescind this Emergency Generator RFP and replace it with a new specified Emergency Generator that will operate with the current fire alarm system.

Motion is made by Council member Kilduff, seconded by Council Vice-President Lawton, that the Smithfield Town Council rescinds the RFP for a new Emergency Generator at the Smithfield Municipal Ice Rink. Motion is approved by a unanimous 4/0 vote.

D. Consider, discuss, and act upon authorizing a request for proposals for a new emergency generator for the Smithfield Ice Rink.

Director Tullie explains that the Ice Rink currently has a Kohler 10KW propane fueled emergency generator that was installed in 1973, but with the increased difficulties obtaining parts for regular maintenance and repairs, it has reached the end of its useful life. Director Tullie further explains that the replacement of the ice rink’s emergency generator is a budgeted Capital Improvement Project for Fiscal Year 2018-2019.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes a RFP for the installation of a new Emergency
Generator at the Smithfield Municipal Ice Rink. **Motion is approved by a unanimous 4/0 vote.**

**E.** Consider, discuss, and act upon the purchase of a 2019 Chevrolet Colorado 4x4 pickup truck including application of reflective lettering/markings, installation of a mobile mounted multi-band two way radio with antenna, and a bed mounted cap in the amount of $34,787.20 from Liberty Chevrolet for the Emergency Management Agency.

Todd Manni, Emergency Management Agency Director, explains that this purchase replaces a 1993 International rescue style vehicle that has been out of service since it has reached the end of its service life. Director Manni further explains that the high costs associated with maintaining and repairing used vehicles has been a drain on the agency’s small budget.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorize the purchase of a replacement vehicle for the Emergency Management Agency for a total not to exceed $34,787.20. **Motion is approved by a unanimous 4/0 vote.**

**F.** Consider, discuss, and act upon the adoption of a resolution authorizing the financing of the purchase of a pickup truck for the Emergency Management Agency through the Smithfield Capital Lease Fund.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the attached resolution as submitted. **Motion is approved by a unanimous 4/0 vote.**

**G.** Consider, discuss, and act upon authorizing a request for proposals for rehabilitation services on the Rocky Hill, Island Woods, and Burlingame Water Storage.

Gene Allen, Public Works Director explains, that the rehabilitation of the Smithfield Water Supply Board’s (SWSB) three (3) water storage tanks, the four (4) MG Island Woods tank, the one (1) MG Rocky Hill tank and the 0.3 MG Burlingame tank is required. Funding for this contract will be through a Drinking Water SRF loan with the RI Infrastructure Bank and the project costs are anticipated to be $3,000,000 and have been incorporated into the recently completed rate review.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the Public Works Director to advertise Request for Proposals for Rehabilitation Services on the Rocky Hill, Island Woods, and Burlingame Water Storage. **Motion is approved by a unanimous 4/0 vote.**
H. Consider, discuss, and act upon authorizing a request for qualifications for coating inspection services in conjunction with the rehabilitation of the Rocky Hill, Island Woods, and Burlingame Water Storage.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the Public Works Director to advertise Request for Qualifications for Coating Inspection Services in conjunction with the Rehabilitation of the Rocky Hill, Island Woods, and Burlingame Water Storage. Motion is approved by a unanimous 4/0 vote.

I. Consider, discuss, and act upon authorizing the Public Works Director to enter into a Cooperative Procurement Contract through the Metropolitan Area Planning Council, as Agent for the Greater Boston Police Council, for the purchase of two (2) 41,000 GVW cab and chassis trucks for a total cost of $184,136.00.

Director Allen explains that it is his intent to modernize the Department of Public Works fleet. Director Allen further explains that the department currently has eighteen (18) trucks that are classified as heavy vehicles requiring a licensed CDL driver. Director Allen states that these trucks perform snow plowing, sanding, material hauling and general construction operations and of the eighteen (18) trucks, ten (10) are beyond what would be considered reliable service life of 12-15 years.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the Public Works Director to enter into a Cooperative Procurement Contract, through the Metropolitan Area Planning Council as Agent for Greater Boston Police Council, with Coastal International Trucks, LLC of 17 O’Keefe Lane, Warwick, RI 02888, for the purchase of two (2) 41,000 GVW Cab and Chassis trucks for $92,068.00 each, with a total cost of $184,136.00. Motion is approved by a unanimous 4/0 vote.

J. Consider, discuss, and act upon authorizing a resolution for the financing of two (2) new 2019 7,300 – 41,000 GVW cab and chassis trucks through the Smithfield Capital Lease Fund.

Director Allen explains that he is requesting two (2) 2019 International 7300 cab and chassis for the replacement of trucks six (6) and nine (9). Swaploaders are to be installed on both trucks through a separate procurement.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council authorizes the attached resolution as submitted. Motion is approved by a unanimous 4/0 vote.
K. Consider, discuss, and act upon authorizing the Public Works Director to enter into a contract in the amount of $109,006 with Dejana Truck and Utility Equipment through the RI Master Price Agreement #91 for the purchase of Swaploaders with two open top drop box bodies for Trucks 6 and 9 replacement chassis.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the Public Works Director to enter into contract, through the RI Master Price Agreement MPA #91, with Dejana Truck and Equipment Companies, at 9 Business Park Drive, Smithfield, RI 02917, for the purchase of two (2) Swaploaders with two (2) contractor duty open top drop box and associated equipment and services for the total cost of $109,006.00. **Motion is approved by a unanimous 4/0 vote.**

L. Consider, discuss, and act upon authorizing the Public Works Director to enter into a contract in the amount of $115,069 with Dejana Truck and Utility Equipment through the RI Master Price Agreement #91 for the purchase of Swaploaders with a chipper body and flatbed body for Trucks 16 and 35 replacement chassis.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council authorizes the Public Works Director to enter into contract, through the RI Master Price Agreement MPA #91; with Dejana Truck and Equipment Companies, at 9 Business Park Drive, Smithfield, RI 02917, for the purchase of two (2) Swaploaders with one (2) Chipper Body and one (1) Flat Bed and associated equipment and services for the total cost of $115,069.00. **Motion is approved by a unanimous 4/0 vote.**

M. Consider, discuss, and act upon authorizing the Public Works Director to enter into a contract extension to purchase fuel from the low bidder Petersen Oil of Worcester, Massachusetts, through the RI Municipal Purchasing Agent Association.

Director Allen explains that this contract through RI Municipal Purchasing Agent Association with Santa Buckley Energy, Inc. of Connecticut and Peterson Oil Services of Worcester, Massachusetts, with an option year one (1) which will run July 1, 2019 through June 20, 2020 with no increase in cost.

**Motion** is made by Council member Kilduff, seconded by Council Vice-President Lawton, that the Smithfield Town Council authorizes the Public Works Director to enter into contract, through the RI Municipal Purchasing Agent Association with Santa Buckley Energy Inc. of Connecticut and Peterson Oil Services of Worcester Massachusetts, option year one (2) which will run July 1, 2019 through June 30th 2020 with no increase in cost. **Motion is approved by a unanimous 4/0 vote.**
N. Consider, discuss, and act upon authorizing a request for proposals for residential refuse and recycling collection services.

Motion is made by Council member Kilduff, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes the Public Works Director to advertise Request for Proposals for Residential and Recyclables Collection Services. Motion is approved by a unanimous 4/0 vote.

O. Consider, discuss, and act upon authorizing the Transfer of Appropriation Resolution for the Fiscal Year Ending June 30, 2020.

Town Manager Rossi explains that in order to implement this change the Other System-Wide Municipal Obligations School Department Escrow account will have to be reduced from $860,367 to $0, and the School Department’s Total Appropriation will be increased from $38,472,773 to $39,333,140.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council move passage of the Transfer of Appropriation Resolution for the Fiscal Year Ending June 30, 2020. Motion is approved by a unanimous 4/0 vote.

P. Consider, discuss, and act upon the write off of bankruptcy motor vehicle tax accounts in the amount of $6,087.33 from 2009-2016 and defunct tangible tax accounts in the amount of $66,812.34 from 2008-2018.

Town Manager Rossi explains that these past due Tangible taxes are assessed to entities where the businesses have gone defunct and can no longer be collected. These past due motor vehicle taxes are assessed to individuals where the taxpayer has claimed bankruptcy and their debt has been discharged. Town Manager Ross further explains that all of these accounts have been verified by Rossi Law Offices, our collection agency, with tangible accounts additionally verified through our Tax Assessor’s office.

Motion is made by Council Vice-President Lawton, seconded by Council member Kilduff, that the Smithfield Town Council approves writing off bankruptcy motor vehicle tax accounts from 2009-2016 and defunct tangible tax accounts from 2008-2018. Motion is approved by a unanimous 4/0 vote.

Q. Consider, discuss, and act upon approving tax abatements in the amount of $106.00.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council approve the tax abatements in the amount of $106.00. Motion is approved by a unanimous 4/0 vote.
R. Consider, discuss, and act upon rescheduling the Tuesday, August 6, 2019 Town Council meeting.

Motion is made by Council member Kilduff, seconded by Council member Cavanagh, that the Smithfield Town Council hereby reschedules the August 6, 2019 meeting to August 20, 2019. Motion is approved by a unanimous 4/0 vote.

S. Consider, discuss, and act upon authorizing the videotaping of Town Council work sessions.

Town Manager Rossi requests that this agenda item be tabled to the August 20, 2019 Town Council meeting in order to review all the boards and commissions in order to streamline the videotaping process.

Motion is made by Council member Cavanagh, seconded by Council member Kilduff, that the Smithfield Town Council table this agenda item to the August 20, 2019 Town Council meeting. Motion is approved by a unanimous 4/0 vote.

XII. Public Comment

Donald Brown, Town resident requests that the sound system be adjusted, because he had difficulty hearing the Planning Board proceedings.

Town Manager Rossi explains that he will be addressing the sound system issue, as well as training boards and commission members on how to operate the sound system.

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

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

XIV. Adjournment.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, to adjourn the meeting. Motion is approved by a 4/0 vote.

Meeting adjourns at 8:31 P.M.

Carol A. Aquilante, MNC

Town Clerk
SMITHFIELD TOWN COUNCIL
EAST SMITHFIELD NEIGHBORHOOD CENTER
SUBCOMMITTEE WORK SESSION
SMITHFIELD TOWN HALL
TUESDAY, JULY 30, 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

East Smithfield Neighborhood Center Subcommittee members:
   David Russas, Chair
   Robert Leach
   Michael Dexter, Smithfield Fire Marshall
   James Cambio, Building Official
   Kevin Cleary, Town Engineer

Council President Alba calls the Tuesday, July 30, 2019 Smithfield Town Council Work 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. Update on Building Status.

Council President Alba thanks every in attendance this evening as well as the members of the subcommittee for their involvement with the East Smithfield Neighborhood Center. Council President Alba explains at the last work session that every agenda item could not be addressed due to another Town Council meeting following the work session. Council President Alba explains that the history of the East Smithfield Neighborhood Center was reviewed at that time, as well as the historical value to the Town. Council President Alba introduces subcommittee member Robert Leach to present, review and discuss the Conceptual Architectural Plans.

2. Review and Discuss Conceptual Architectural Plans.

Mr. Leach explains that he was assigned the task of updating and developing a plan to submit to the Building Official and to use for future specifications for a RFP in the future. Mr. Leach also confirms that the history of the East Smithfield Neighborhood center was
discussed at the last work session. Mr. Leach further explains that he and Town Manager Rossi met with Recreation Director Caine regarding the portion of the renovations to be used for the Recreation Department. Mr. Leach states that the proposed plan moves the recreation office to the front of the building comprising a rear entry into a restroom, community service office with a food pantry, storage, recreation office and the Recreation Director’s office. Mr. Leach further states the building has a capacity of two hundred forty four (244) people without seating and a capacity of one hundred fifty (150) people with seats, as well as upgrades to the restrooms.

David Russas, Subcommittee Chair, asks if there is parking available for one hundred fifty (150) people.

Mr. Leach responds that they could likely have striping for fifty (50) cars. Mr. Leach explains that adjacent to the building are railroad tracks with an easement that could be opened to parking.

Town Manager Rossi explains that National Grid will allow it as long as an easement can remain in plan for access if need be.

Mr. Leach also states that there is a walking trail there as well.

Mr. Russas asks how many employees will be using the facility from the recreation department.

Town Manager Rossi replies that there would be two (2) to three (3) employees along with one (1) part-time employee.

Mr. Leach explains that there is a bowling alley in the building, however, at this time there is no plan in effect for the bowling alley. Mr. Leach suggests the Town Council and subcommittee research a further use of the bowling alley as done by the Hope Artist Village in Pawtucket.

Mr. Leach refers to the plans and explains there will be additional windows installed as well as a handicap ramp.

Fire Marshall Dexter states that with the conference room and bowling alley it would allow for more capacity.

Council member Cavanagh explains that with the additional space the Town could allow for more tri-county services, such as counseling services, doctors, visiting nurses, etc.

Catherine Lyn, Town resident explains that they would need a larger facility for a CVS Minute Clinic.
Council member Cerra states that the Community Service Room should remain as is in the floor plan for client privacy and deliveries of food for the food pantry. Council member Cerra also asks about a sprinkler system in the building.

Town Manager Rossi explains that based on capacity a sprinkler system is not required, however, when the wires are exposed they intend to install a sprinkler system.

Fire Marshall Dexter states that although it is not required by code it is recommended.

Mr. Leach states that J. Paul Loether, Executive Director of the RI Historic Preservation Commission visited the building and removed some of the siding to inspect the existing clapboards. Mr. Loether suggested that the siding be removed to expose the clapboards giving a more authentic presentation. Mr. Loether also suggests that they de-energize the building and have the electrical power restored to the front of the building safely, installing a 400 amp service.

Mr. Leach explains that they could have cameras installed and signage in order to protect the building from potential vandalism.

Council President Alba feels that after the building is de-energized and alarm system needs to be installed as soon as possible.

Town Manager Rossi states that the dumpster was removed because it as being used by others.

Mr. Russas agrees with Council President Alba, however, there must be a less expensive cost structure for a temporary alarm system at this time.

Town Manager Rossi explains that he has sent drawings out for professional cost estimates.

Council President Alba states that the Town must protect this building as an asset to the Town, however, the current budget is only $126,624.

Council member Cerra is not sure if this is premature.

Mr. Russas states that the building has been vacant for two (2) years and nothing has happened to the building as of yet.

Council President Alba feels that an abandoned Town of Smithfield building needs and alarm system.

Town Manager Rossi feels that fencing is not enough of a precaution.
Executive Session
July 30, 2019

Building Official Cambio states that to energize a condemned building is not cost effective. Mr. Cambio explains that they could install a temporary service and demo the building to further inspect the condition of the building and if there are any more hidden deficiencies.

Town Manager Rossi states that they could have electrical services for the inside of the front door and install a safe service.

Mr. Leach states that in order to do a demo you need full electricity, which also gives a commitment to the community that this building will be restored.

Council member Lawton asks how we start the demo.

Building Official Cambio replies that they can install a temporary service in order to do the demo.

Council President Alba feels that they need to protect the building at the lowest cost possible. Council President Alba is very concerned about vandalism to the building. Council President Alba further states that an alarm system should already have been in place.

Fire Marshall Dexter states temporary poles are acceptable with the Fire Department.

Mr. Leach explains that if we have full electric service it commits the Town to the project and can be used for the expansions.

Council member Lawton references the Rehab Code presentation and asks if the Town is following that procedure.

Council member Cerra reads the building code and asks if moving forward they are following those procedures.

Town Manager Rossi explains that there one (1) full subcommittee and one (1) subcommittee which included Town employees as consultants.

Council member Cerra asks if the Town employee subcommittee members report back to the full subcommittee because of their expertise.

Town Manager Rossi confirms that process with Council member Cerra.

Council President Alba explains that we need to work as a team in order for this project to take place. Council President Alba also thanks Mr. Leach for all his hard work with his plans and hopes that eventually the Town can go out for an RFP for this project.
Mr. Russas feels that the subcommittee members need to meet with the town hall staff to get cost estimates and have clear discussions.

Building Official Cambio explains that it would be in the best interest to the Town to demo to the outside frame giving a clear vision of the work that has to be done.

Council member Cerra understands that electricity is important to the building in order to get the work done, however, she asks the subcommittee to take into consideration the recommendations of Building Official Cambio.

Mr. Leach believes the Town should consider a 400 amp electrical service in order to make a commitment to the residents of Smithfield.

Council President Alba also explains that Preserve RI has already inspected the building and requests that review it once more. Council President Alba further explains that she has met with a grant writer in order to secure grants for future development of the building.

Council member Kilduff feels that the Town Council and subcommittee need to take into consideration the advice of the Town Official’s that are available. Council member Kilduff states that everyone wants this building open, but it has to be done in a practical manner. Council member Kilduff further states that before we install full electricity into this building there needs to be a plan in place.

Council President Alba states that this is an abandoned building that is not being monitored.

Mr. Leach explains that this building will be used by the Town as a Recreation Department, food pantry, etc.

Council member Cavanagh suggests that a part of the building be used in the future for a youth center.

Council member Cerra requests a list of the subcommittee members, as well as the official town official subcommittee members.

3. **Update on recent meetings and site visit.**

Council President Alba updates everyone in attendance this evening on the following items:

- Have met with grant writer for future grants for the development of the building.
- Met with Robert Caine, Recreation Director, regarding the conceptual plans for the building for the Recreation Department.
4. **Discuss Possible Work Plan for the Center.**

Chair Russas explains that the subcommittee needs to meet by next month to discuss the cost estimation and work plan for the center in the very near future.

5. **Review and Discuss Current Funding and Potential Future Sources of Funding.**

Council President Alba states that the grant writer will be applying for potential grants pertinent to that building.

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

Meeting adjourns at 6:56 P.M.

Carol A. Aquilante, MMC, Town Clerk
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Proposed amendment Code of Ordinances, Chapter 186, Section 21

The current ordinance for a special events license includes a license fee of $50 along with a per diem fee of $50 per day of the event. This item was briefly discussed during our LEAN review of licenses and was further brought up by past applicants. When an event takes place on numerous dates it becomes absorbent for the applicant and we are requesting the Town Council’s consideration to lower the per diem fee from $50 down to $5.

It is our request that the Town Council schedule a public hearing on September 3, 2019 to consider the proposed amendment.

MOTION:

That the Smithfield Town Council hereby schedules a public hearing on September 3, 2019 to consider amendments to the Code of Ordinances, Chapter 186 “Entertainment, Shows, and Special Events”, Section 21 “License Fee”.
AN ORDINANCE OF THE TOWN OF THE SMITHFIELD AMENDING SECTION 186-21 IN CHAPTER 186 ENTITLED “ENTERTAINMENT, SHOWS AND SPECIAL EVENTS”

IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:

SECTION 1: THAT SECTION 186-21 OF THE SMITHFIELD CODE OF ORDINANCES BE AMENDED TO READ AS FOLLOWS:

186-21. License Fee.

The license fee for special events licenses shall be $5.00 per diem.

SECTION II: THIS ORDINANCE SHALL TAKE EFFECT 30 DAYS AFTER ITS ADOPTION BY THE SMITHFIELD TOWN COUNCIL.

APPROVED AS TO ITS FORM AND LEGALITY:

____________________________
TOWN SOLICITOR

ADOPTED: ____________________

____________________________
TOWN COUNCIL PRESIDENT

____________________________
TOWN CLERK
TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING
Town Council to consider a Chapter 186—“Entertainment, Shows and Special Events” Ordinance Amendment

Public Hearing Date: Tuesday, September 3, 2019
Time: 7:00 p.m.
Place: Smithfield Town Hall, 64 Farnum Pike, 2nd Floor

Amendments to Chapter 186—Entitled “Entertainment, Shows and Special Events”

The proposed Ordinance Amendments are as follows:
Section 186-21—License Fee.

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

To view the full text of the proposed ordinance amendment, please visit the office of the Smithfield Town Clerk during normal business hours (8:30 a.m. to 4:30 p.m.) or visit the Town’s Web Site at: www.smithfieldri.com.

By order of the Town Council:
Carol A. Aquilante, MMC
Town Clerk

Not part of ad:
Advertisement to run in the Valley Breeze-Observer on Thursday, August 22, 2019 and Thursday August 29, 2019. Rhonda: Please provide a draft and cost of ad to Town Clerk Carol A. Aquilante, 233-1000, ext. 111. Thank you.

Copies to: Town Manager
Town Council
Town Solicitor
IT Manager for Town Website (full text attachment to follow)
DATE:     August 14, 2019

TO:       Smithfield Town Council

FROM:     Randy R. Rossi, Town Manager

RE:       Proposed Mobile Food Establishment Ordinance

In the 2018 session of the general assembly the mobile food establishment registration act (R.I.G.L. § 5-11.1) was created with the regulations to be developed by the Rhode Island Department of Business Regulations. These regulations were recently completed and published for the cities and towns to incorporate into a local ordinance for implementation locally. With the hard work by the town solicitor we have provided a proposed ordinance for the town council’s consideration and a request to schedule a public hearing on September 17, 2019.

MOTION:

That the Smithfield Town Council hereby schedules a public hearing on September 17, 2019 to consider the adoption of the Code of Ordinances, Chapter 237 “Mobile Food Establishments”.

Whereas the purpose of this Ordinance to regulate Mobile Food Establishments in a manner that is consistent with the provisions of Rhode Island General Law Chapter 5-11.1 entitled “State Mobile Food Establishment Registration Act in addition to those regulations promulgated under 230-RICR-30-35-1.

Whereas, The Town Council of the Town of Smithfield desires to amend, by Ordinance, Part II of the Smithfield Code of Ordinances entitled “General Legislation” by adding thereto Chapter 237 entitled “Mobile Food Establishments”.

IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD AS FOLLOWS:

SECTION 1. THAT SECTION II OF THE SMITHFIELD CODE OF ORDINANCES BE AMENDED BY ADDING THERETO CHAPTER 237 TO READ AS FOLLOWS:

Chapter 237
Mobile Food Establishments

§ 237-1. Definitions.
As used in this article, the following terms shall have the meanings indicated:

MOBILE FOOD VEHICLE — A vehicle which, upon issuance of a license by the Town Clerk and conformance with the regulations established by this article, may temporarily park on a public street or private property and engage in the service, sale or distribution of food, prepared on site, for individual portion service to the general public directly from the vehicle.

MOBILE FOOD VEHICLE VENDOR — The registered owner of a mobile food vehicle or the owner's agent or employee.

STATIONARY FOOD VENDOR — A stationary vendor that is selling or offering for sale any food or beverage, on any private property from a stationary location, and remaining on site during nonoperational hours.

The provisions of this article apply to mobile food vehicles or stationary food vendors engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon or in public and private restricted spaces. This article does not apply to those vehicles that would be considered strictly a hawker or peddler distributing prepared foods, such as catering trucks and/or ice cream/lemonade trucks. See Chapter 268-1 through 268-5 provisions covering hawkers and peddler licensing.

§ 237-3. License required.

A. It shall be unlawful for any person to operate within the Town a mobile food vehicle or be a stationary food vendor without having obtained from the Town Council a license for that purpose.

B. Except for stationary food vendors licensed prior to passage of this article, no licenses shall be issued for stationary food vendors in the Town of Smithfield.

C. A person desiring to operate a mobile food vehicle shall make written application for such license or renewal of such license to the Town Clerk. A person desiring to operate as a stationary food vendor who qualifies under Subsection B above shall make written application for renewal of such license to the Town Clerk. The application for a license or a renewal of license shall be on forms provided by the Town Clerk and shall include the following:

1. Name, signature, phone number, e-mail contact and business address of the applicant.
2. A description of the preparation methods and food product offered for sale, including the intended menu.
3. Information on the mobile food vehicle, to include year, make and model of the vehicle and dimensions, which shall not exceed 36 feet in length or 9 feet in width.
4. Information setting forth the proposed hours of operation, area of operations, and plans for power access, water supply and wastewater disposal.
5. If utilizing private property, a stationary food vendor who is licensed under the provisions of this article must present to the Town Clerk, and must retain a copy to keep in his or her possession, a notarized letter from the owner of the property on which he or she is selling authorizing the person to sell upon the property. This authorization must be current and must state for how long the permission is granted, but in no event will same authorization be valid for a period of more than one year.
6. Copies of all necessary license and permits issued by the Rhode Island Department of Health and the Rhode Island Division of Taxation.
7. Any person applying for a license under the provisions of this article shall sign a hold-harmless agreement indemnifying the Town of Smithfield, its officers, agents and employees from any liability arising out of or in the course of his or her business or the granting of a license for same.

D. All Town sponsored events shall be exempt from the licensing requirements of this section.

§ 237-4. State tax permit required.

A. Each person, upon applying for a license must show acceptable proof to the Town Clerk or his or her designee of having been issued a current State of Rhode Island sales and use tax permit or must provide a tax-exemption permit.
B. Each person licensed under this article shall be required to:

(1) Maintain the validity of his or her sales and use tax permit for the duration of his or her license.
(2) Collect and remit all applicable sales taxes to the State of Rhode Island and list any sales made in the Town of Smithfield.
(3) Conspicuously display his or her sales tax permit.

§ 237-5. State health permit required.
A. Each person, upon applying for a license, and whose business will include the sale of any food or beverage, must show acceptable proof to the Town Clerk or his or her designee of having been issued from the Department of Health a current State of Rhode Island permit for the sale of food.
B. Each person licensed under this article shall be required to:

(1) Maintain the validity of his or her permit for the sale of food for the duration of his or her license.
(2) Conspicuously display his or her permit for the sale of food.

§ 237-6. Hold-harmless agreement required.
It is further required that any person applying for a license under the provisions of this article sign a hold-harmless agreement indemnifying the Town of Smithfield, its officers, agents and employees from any liability arising out of or in the course of his or her business or the granting of a license for same.

A. The fee for the issuance of a license granted pursuant to this article shall be $75. Each mobile food establishment or stationary food vendor to be used by a person shall be separately licensed, and the license fee chargeable hereunder shall be paid for each such mobile food establishment or stationary food vendor.
B. There shall be a $50 per license fee for each mobile food establishment license granted pursuant to this article, which shall be paid upon application by an existing restaurant situs located in the Town of Smithfield.

§ 237-8. Duration and expiration date of license.
All licenses issued under the provisions of this article shall be for a term of one calendar year and shall expire on the first day of March unless sooner revoked or voided under the provisions of this article.

§ 237-9. Personal nature of license; nontransferability.
All licenses issued under the provisions of this article shall authorize only the person named therein to sell and offer for sale as aforesaid. No license issued under the provisions of this article shall be transferable. A license is valid for one vehicle only and shall not be transferred between vehicles.

§ 237-10. Regulations.
A. No operator of a mobile food vehicle or stationary food vendor shall park, stand or move a
vehicle and conduct business within areas of the Town where the license holder has not been authorized to operate.

B. The customer service area for mobile food vehicles shall be on the side of the truck that faces a curb, lawn or sidewalk when parked. No food service shall be provided on the driving-lane side of the truck. No food shall be prepared sold, or displayed outside the mobile food vehicles.

C. No mobile food vehicle vendor shall provide or allow any dining area within 10 feet of the mobile food vehicle, including, but not limited to, tables and chairs, booths, stools, benches or stand-up counters.

D. Customers shall be provided with single-service articles, such as plastic utensils and paper plates, and a waste container for their disposal. All mobile food vehicle vendors or stationary food vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the mobile or stationary food operations shall be collected and disposed of offsite by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water, grease, or anything on the streets is allowed.

E. No mobile food vehicle, vehicle vendor, or stationary food vendor shall make or cause to be made any unreasonable or excessive noise. The operation of all food vehicles shall meet the Town Noise Ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.

F. No flashing or blinking lights or strobe lights are allowed by stationary food vendor or mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.

G. Mobile food vehicles when parked on public streets shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.

H. Mobile food vehicles shall be allowed to operate from 7:00 a.m. to 10:00 p.m., seven days a week, including holidays.

I. A mobile food vehicle shall not: (1) be parked on the street overnight; or (2) be left unattended and unsecured at any time food is in the vehicle. Any mobile food vehicle found to be in violation of Subsection I (1) or (2) above shall be considered a public safety hazard and may be ticketed and towed away.

J. The issuance of a mobile food vehicle license does not grant or entitle the vendor to the exclusive use of any legal public spot within the prescribed territorial limits.

K. No mobile food vehicle shall use external signage, bollard, or other equipment not contained within the vehicle. When extended, awnings for mobile food vehicles shall have minimum clearance which does not present a hazard to pedestrians.

L. Any power required for the mobile food vehicle located on a public way shall be self-contained and a mobile food vehicle shall not use utilities drawn from the public right-of-way. Mobile food vehicles on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All
power sources must be self-contained. No power cable or equipment shall be extended at or across any Town street, alley or sidewalk.

A. The following limits further define where a mobile food vehicle can and cannot operate:
   1. Not in a residential zone, unless part of a duly licensed special event or an event not open to the public. (See Chapter 186, Article III, Special Events).
   3. Not within 500 feet of any public or private school, or municipal park, unless specifically part of a duly licensed special event. (See Chapter 186, Article III, Special Events)
   4. Not within 20 feet of driveways, bus stops or crosswalks.
   5. Not in a handicap parking area or no-parking zone.
   6. Not within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the Town unless the vendor has obtained permission from the event sponsor and is duly licensed or has a special event permit issued by the Town of Smithfield. (See Chapter 186, Article III, Special Events)
   7. Not in an area where such operation is deemed by the Chief of Police, or his/her designee, to endanger or inconvenience the general public or where there is determined to be a disturbance of the peace.
   8. Not on private property without the written permission of the owner of the property, and such permission shall be conspicuously displayed at all times.

§ 237-12. Visibility of license; issuance and wearing of badge.
A. Each person granted a license in accordance with the provisions of this article shall conspicuously exhibit the license at all times while selling within the Town limits.

A. Any person violating any of the provisions of this article may be fined not less than $50 nor more than $500 and his or her license may be revoked by the Town Council for the remainder of its term. Any licensee whose license is revoked by the Town Council for the first time shall not have the right to reapply for another license under this article for the next successive licensing year. Any licensee whose license is revoked by the Town Council for the second time shall not have the right to reapply for another license under this article for the next two successive licensing years. Any licensee whose license is revoked by the Town Council for the third time shall be permanently barred from reapplying for another license under this article.

B. Every individual sale or offer for sale made contrary to the provisions of this article shall be deemed and construed as a distinct and separate offense, and the person making the sale or offer of sale shall be prosecuted therefor in the manner hereinafter prescribed.

C. Upon the cancellation or revocation of any license, the person holding the license shall surrender or return the same to the Town Clerk or his/her designee.

D. Any person operating without the appropriate license shall be fined a minimum of $250 for each offense and any associated vehicle and may be ticketed and impounded by the Smithfield police.
If any provision of this article is to be held invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

SECTION II. THIS ORDINANCE SHALL TAKE EFFECT 30 DAYS AFTER ITS ADOPTION BY THE SMITHFIELD TOWN COUNCIL.

APPROVED AS TO ITS FORM AND LEGALITY:

________________________________
TOWN SOLICITOR

ADOPTED: ________________________

________________________________
TOWN COUNCIL PRESIDENT

________________________________
TOWN CLERK
Title 230 Department of Business Regulation (includes the Office of the Health Insurance Commissioner)
Chapter 30 Commercial Licensing
Subchapter 35 Mobile Food Establishments
Part 1 State Registration of Mobile Food Establishments

Type of Filing Adoption
Regulation Status Active
Effective 07/01/2019

Regulation Authority:


Purpose and Reason:

Pursuant to the enactment of R.I. Gen. Laws Chapter 5-11.1 in the 2018 legislative session (the “Act”), the Department is required to implement the state registration of Mobile Food Establishments in 2019. In order to complete the implementation process, the Department is proposing this regulation which:

• Sets forth the application requirements for MFE registration in Rhode Island;
• Establishes procedures for the issuance and renewal of registrations;
• Clarifies that out-of-state MFEs are required to register prior to operating in RI;
• Requires municipalities to accept municipal permit applications electronically, email or other system;
• Clarifies and centralizes fire safety requirements with the Office of the State Fire Marshal;
• Sets fees late renewals and maximum fees for municipal permits and owners of multiple MFEs;
• Sets forth municipal reporting requirements; and
• Establishes procedures for enforcement actions involving MFEs, including a maximum civil penalty for violations of the Act or regulation.

The Department expects to have a system in place to accept state MFE registrations by July 1, 2019, the date required by R.I. Gen. Laws § 5-11.1-8 for compliance by municipalities. In an effort to not overburden businesses while regulations, fees and systems are being determined, the Department has proposed a grace period in the regulation until December 31, 2019, for the 1st year of operation. For those MFEs that obtain or renew a permit or license with any municipality prior to July 1, 2019, the MFE operator will not be required to do anything further for 2019. The Department is seeking comments on all aspects of the proposed regulation.
The Future Land Use Map, Figure LU-11 in the Comprehensive Community Plan is the Town’s blueprint for how the Town will be developed in the future. The Rhode Island Comprehensive Planning and Land Use Act, Chapter 45-22.2, requires that each community amend its zoning ordinance and map to conform to the comprehensive plan. There are a number of areas throughout Town where the Zoning District Map does not conform to the Future Land Use Map. Over the next few months the Planning Department will be calling for the Town Council to amend the Zoning District Map and begin to implement the Land Use Plan.

The first of these amendments proposed is the extension of the Economic Growth Overlay (EGO) district which was established in 2015. The extension of the district includes an area north of Route 116 (George Washington Highway) to the east of I-295 ending just short of the Smithfield-Lincoln town-line. The area where the EGO district is proposed consists of 21 whole lots and a portion of one additional lot with a total area of about 106 acres. The underlying zoning of the area is predominantly Planned Corporate (PC) zone with a couple of parcels in the Highway Commercial (HC) zone and one parcel in the Light Industrial zone.

Pursuant to Zoning Ordinance, Article 11 – Adoption and Amendment and in compliance with R.I.G.L. 45-24-51, the Town Council is required to conduct a public hearing on all proposed amendments to the Zoning Ordinance and zoning Map. To that end, the Planning Department requests that the Town Council schedule a public hearing on September 17, 2019 to consider the proposed amendments.

Also pursuant to Article 11 – Adoption and Amendment, the amendments are to be forwarded to the Planning Board for study and recommendation. Accordingly, the Planning Board will review the proposed amendments and provide a recommendation at its meeting on August 22nd.

**Recommended Motion:** That the Smithfield Town Council hereby schedules a public hearing on September 17, 2019 to consider amendments to the Smithfield Zoning Ordinance Map that extends the Economic Growth Overlay District (EGO) as described above.

**Attachments:**
- Proposed Map Amendment
- Future Land Use Map – Figure LU-11 – Smithfield Comprehensive Community Plan
- Draft Public Hearing Notice – September 17, 2019
This map is not the product of a Professional Land Survey. It was created by Mapping and Planning Services and the Town of Smithfield for general reference, informational, planning or guidance use, and is not a legally authoritative source as to location of natural or manmade features. Proper interpretation of this map may require the assistance of appropriate professional services. Mapping and Planning Services and the Town of Smithfield makes no warranty, express or implied, related to the spatial accuracy, reliability, completeness, or currentness of this map.
TOWN OF SMITHFIELD, RHODE ISLAND  
PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, September 17, 2019 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the Zoning Ordinance Map.

The proposed Zoning Map amendment involves superimposing the Economic Growth Overlay District on the following Assessor’s lots: **Assessor’s Plat 48/Lots 40A, 39, 38, 37, 36, 40, 5, 5A, 4C, 33A, 34, 35, 33, 24, 25, 26, 26C, 41A, 17B, 6** and as shown on the map below:

---

These amendments are proposed to be made in accordance with the provisions of 45-24-53 of the General Laws of the State of Rhode Island (1956, as amended).

At said Hearing opportunity will be given to all interested persons to be heard upon the proposed amendments. The proposed amendments may be altered or amended prior to the close of the Public Hearing, without further advertising, as a result of further study or because of the views expressed at the Public Hearing. Any alteration or amendment must be presented for comment in the course of the Hearing.

A complete copy of the proposed amendments and map are available for inspection or copying at the Smithfield Planning Office, Town Hall, 64 Farnum Pike, Smithfield, Rhode Island during regular business hours (8:30 AM – 4:30 PM, Monday – Friday). Interested persons requiring special accommodations or assistance are requested to notify the Town Manager's Office (401-233-1010) at least 48 hours in advance of the Hearing.

BY ORDER OF THE TOWN COUNCIL.

Suzanna L. Alba, President
DATE:     August 14, 2019
TO:        Smithfield Town Council
FROM:      Michael Phillips, Town Planner
RE:        Proposed amendments to Zoning Ordinance, Article 12

The enclosed amendment to the Zoning Ordinance was referred by the Solicitor’s office in conjunction with a Superior Court Decision (C.A. No. PC-2017-2989) and involves the replacement of the Medical Marijuana provisions of the Zoning Ordinance that were repealed.

Pursuant to Zoning Ordinance, Article 11 – Adoption and Amendment and in compliance with R.I.G.L. 45-24-51, the Town Council is required to conduct a public hearing on all proposed amendments to the Zoning Ordinance. To that end, the Planning Department requests that the Town Council schedule a public hearing on September 17, 2019 to consider the proposed amendments.

Also pursuant to Article 11 – Adoption and Amendment, the amendments are to be forwarded to the Planning Board for study and recommendation. Accordingly, the Planning Board will review the proposed amendments and provide a recommendation at its meeting on August 22nd.

Recommended Motion: That the Smithfield Town Council hereby schedules a public hearing on September 17, 2019 to consider amendments to the Smithfield Zoning Ordinance that replace the medical marijuana provisions.

Attachments:
Proposed Amendments
Draft Public Hearing Notice – September 17, 2019
AN ORDINANCE AMENDING SECTIONS 4.3 AND SECTIONS 4.4 L OF THE TOWN OF SMITHFIELD ZONING ORDINANCE ENTITLED “USE REGULATIONS” AND “MEDICAL MARIJUANA”

IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:

Section 1. Section 4.3.L and Section 4.4.L. of the Smithfield Zoning is hereby repealed in its entirety and replaced with the following sections:

4.3 TABLE OF USES

P=Permitted by RIGHT, S=Use Permitted by SPECIAL USE PERMIT, N= Use Not Permitted

<table>
<thead>
<tr>
<th>Zoning</th>
<th>R-200</th>
<th>R-80</th>
<th>R-Med</th>
<th>R-20M</th>
<th>MU</th>
<th>V</th>
<th>C</th>
<th>HC</th>
<th>LI</th>
<th>I</th>
<th>PC</th>
<th>PD</th>
<th>PCD-B</th>
</tr>
</thead>
<tbody>
<tr>
<td>L. MEDICAL MARIJUANA</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1. Patient Cultivation</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
<td>N</td>
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<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>2. Caregiver Cultivation</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
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<td>N</td>
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</tr>
<tr>
<td>3. Residential Cooperative Cultivation</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>N</td>
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</tr>
<tr>
<td>4. Non-Residential Cooperative Cultivation</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
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<td>S</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>5. Licensed Cultivator</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
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<td>S</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>6. Compassion Center</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
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<td>N</td>
<td>S</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>7. Medical Marijuana Emporium</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
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<td>S</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>8. Licensed Manufacturer</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
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<td>S</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>

Section 2. Section 4.4.L. of the Smithfield Zoning is hereby repealed in its entirety and replaced with the following section:

4.4 L. MEDICAL MARIJUANA

For purposes of this Section:

A. Definitions.

(1) “CARDHOLDER” means a natural person who has been registered or licensed with the Department of Health or the Department of Business Regulation pursuant to Chapter 21-28.6 of the Rhode Island General Laws and possesses a valid registry identification card or license.
(2) "CAREGIVER CULTIVATION" means marijuana cultivation for medical use only by a single registered caregiver cardholder, as defined in RIGL Chapter 21-28.6.

(3) "COMPASSION CENTER" means a not-for-profit corporation subject to the provisions of RIGL Chapter 7-6, and registered under RIGL § 21-28.6-12 that acquires, possesses, delivers, transfers, transports, supplies or dispenses marijuana, and/or related supplies and educational materials, to patient cardholders and/or their registered caregiver cardholder or authorized purchaser pursuant to regulations promulgated by the Department of Business Regulation.

(4) "COMPASSION CENTER CARDHOLDER" means a principal officer, board member, employee, volunteer, or agent of a compassion center who has registered with the Department of Business Regulation and has been issued and possesses a valid registry identification card.

(5) "LICENSED CULTIVATOR" means a person, or entity as identified in RIGL § 43-3-6, who has been licensed by the Department of Business Regulation to cultivate marijuana pursuant to RIGL § 21-28.6-16.

(6) "LICENSED MANUFACTURER " means a person, or entity as identified in RIGL § 43-3-6, who has been licensed by the Department of Business Regulation to manufacture and/or process marijuana products pursuant to RIGL § 21-28.6-16.

(7) "MEDICAL MARIJUANA EMPORIUM" means any establishment, or club, whether for-profit or any commercial unit or other premises as further defined through regulations promulgated by the Department of Business Regulation at which the sale, distribution, transfer or use of medical marijuana, medical marijuana products is proposed and/or occurs to, by or among registered patients, registered caregivers, authorized purchaser cardholder or other persons as further defined through regulations promulgated by the Department of Business Regulation. This shall not include a Compassion Center regulated and licensed by the State of Rhode Island, as defined herein.

(8) "NON-RESIDENTIAL COOPERATIVE CULTIVATION" means two or more cardholders who cooperatively cultivate marijuana in a non-residential zoning district subject to the restrictions set forth in RIGL § 21-28.6-14.

(9) "PATIENT CULTIVATION" means marijuana cultivation by a single registered patient cardholder for medical use only, as defined in RIGL Chapter 21-28.6-3.

(9) "RESIDENTIAL COOPERATIVE CULTIVATION" means two or more cardholders who cooperatively cultivate marijuana in a residential zoning district subject to the restrictions set forth in RIGL § 21-28.6-14.

B. Purpose. It is the intent of this section to regulate the cultivation and distribution of medical marijuana as permitted by the Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act (See RIGL 21-28.6-1 et seq.)
C. General Prohibition. In order to protect the public health, safety, and welfare, all growing or cultivation of marijuana is prohibited within the boundaries of the Town of Smithfield unless specifically authorized by this section.

D. Possession Limits. Medical marijuana possession limits shall be in accordance with R.I.G.L. Chapter 21-28.6-4.

E. Special Use Standards. The following special use standards shall be applicable to all non-residential cooperative cultivation, licensed manufacturer, licensed cultivator, and medical marijuana emporiums applications and are specified as follows:

1. The application for a special use permit shall provide the legal name and address of the operation, a copy of the articles of incorporation, if any, and the name, address, and date of birth of each principal officer and board member, if any.

2. The requested special use permit at the proposed location will not adversely affect the use of any property used for a school, public or private park, playground, play field, youth center, licensed day-care center, or any other location where groups of minors regularly congregate.

3. The requested special use permit at the proposed location will be sufficiently buffered in relation to any residential area in the immediate vicinity so as not to adversely affect said area.

4. The exterior appearance of the structure must be compatible with the exterior appearance of existing structures within the immediate neighborhood.

5. All uses listed in this section must not be located within:
   a. Two Hundred (200) feet from adjacent residential zoning districts in all Light Industrial (LI), Industrial (I), and Planned Corporate Bio Pharmaceutical (PCDB) Zoning Districts; and
   b. One thousand (1,000) feet from the nearest school in all zoning districts.

6. The distances specified in the immediately preceding Section 5 shall be measured by a straight line from the nearest property line of the premises on which the proposed, licensed cultivator, non-residential cooperative cultivation, licensed manufacturer or medical marijuana emporium use is to be located to the nearest boundary line of a residential district or to the nearest property line of any of the other designated uses set forth therein.

7. Appropriate lighting shall be a condition in the approval of any special use permit such that will illuminate the property in order to provide proper security. In addition, all special use applicants shall implement appropriate security measures to deter and prevent the unauthorized entrance into areas containing marijuana and shall ensure that each location has an operational security/alarm system.

8. The above listed uses shall fully comply with all licensing requirements established in the Smithfield Code of Ordinances and Rhode Island General Laws.

F. Severability. If any provision of this section or any rule, regulation, or determination made under this Section, or the application to any person, agency or circumstance, is held invalid by a court of competent jurisdiction, the remainder of this section, rule, regulation, or determination and the application of the provisions to other persons, agencies or circumstances shall not be affected thereby. The invalidity of any provision of this section shall not affect the validity of the remaining provisions.

Section 2. Section 4.3 of Article 4 entitled “Use Regulations Table of Uses” is hereby amended by adding thereto the following uses:
Section 3. These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

_____________________________________________________________________
TOWN SOLICITOR

ADOPTED:_________________________________________________________________

_____________________________________________________________________
TOWN COUNCIL PRESIDENT

_____________________________________________________________________
TOWN CLERK
NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on Tuesday, September 17, 2019 at 7:00 PM. The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Sections of the Smithfield Zoning Ordinance.

Summary: Proposed amendments involve adding new provisions including Section 4.3 “L. MEDICAL MARIJUANA and Section 4.4 “L. MEDICAL MARIJUANA”. The new provisions are proposed to regulate the cultivation and distribution of medical marijuana and medical marijuana products in conformance with the Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, as amended.

Specific provisions to be added include the following: Section 4.3 Table of Uses, “L. MEDICAL MARIJUANA” with the following use categories: 1. Patient Cultivation; 2. Caregiver Cultivation; 3. Residential Cooperative; Cultivation; 4. Non-Residential Cooperative Cultivation; 5. Licensed Cultivator; 6. Compassion Center; 7. Medical Marijuana Emporium; and 8. Licensed Manufacturer and Section 4.4. Medical Marijuana with the following sub-sections: A. Definitions.; B. Purpose.; C. General Prohibition.; D. Possession Limits.; E. Special Use Standards.; and F. Severability

At said Hearing opportunity will be given to all interested persons to be heard upon the proposed amendments. The proposals shown thereon may be altered or amended prior to the close of the Public Hearing, without further advertising, as a result of further study or because of the views expressed at the Public Hearing. Any alteration or amendment must be presented for comment in the course of the Hearing.

A complete copy of the proposed amendments are available for inspection or copying at the Smithfield Planning Office, Town Hall, 64 Farnum Pike, Smithfield, Rhode Island during regular business hours (8:30 AM – 4:30 PM, Monday – Friday) and may be viewed on the Town website, www.smithfieldri.com. Interested persons requiring special accommodations or assistance are requested to notify the Town Manager’s Office (401-233-1010) 48 hours in advance of the meeting.

BY ORDER OF THE TOWN COUNCIL. 
Suzanna L. Alba, President

Please publish as a display ad in the August 29th, September 5th and 12th editions of The Breeze using type size at least as large as the normal type size used in news articles.
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of one (1) Peddler’s License for the August 20th Town Council Meeting.

BACKGROUND:

The business listed below has filed their application for renewal. As required, a background check has been conducted on the owner of the business, and background checks on all drivers will be done as they are hired.

TOWN REVENUE:

The cost to renew the Peddler’s License is $100.00 per year.

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of one (1) Peddler’s License, as applied, subject to compliance with all State regulations and local ordinances.
1. NEFL, Inc. d/b/a “New England Frozen Lemonade”, to sell only frozen lemonade from a truck with RI Reg. number 186765, 280 Douglas Avenue, Providence
DATE: August 14, 2019
TO: Smithfield Town Council
FROM: Carol Banville – License Coordinator
SUBJECT: Annual renewal of one (1) Holiday Sales License for the August 20th Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

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

APPROVAL STATUS:

The application is complete for approval by the Town Council.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of one (1) Holiday Sales License, as applied, subject to compliance with all State regulations and local ordinances.

1. NEFL, Inc. d/b/a “New England Frozen Lemonade”, 280 Douglas Avenue, Providence
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Three (3) One-Day Beer/Wine Licenses for the Smithfield Senior Center for the August 20th Town Council Meeting

BACKGROUND:

The Smithfield Senior Center has applied for three (3) One-Day Beer/Wine Licenses.

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 three (3) One-Day Beer/Wine Licenses as follows:

- Good Luck Party to be held on Friday, August 30, 2019
- Anniversary Party to be held on Thursday, September 26, 2019
- Halloween Party to be held on Tuesday, October 29, 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 listed, as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

Date of Application: __________________________ Type of License: CLASS I (BEER & WINE)
Name of Applicant: __________________________
Resident Address: __________________________ Operating Under Trademark Name of:

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

Name: __________________________ Address: __________________________ Title: __________________________ DOB: __________________________
Name: __________________________ Address: __________________________ Title: __________________________ DOB: __________________________
Name: __________________________ Address: __________________________ Title: __________________________ DOB: __________________________

Describe operation of business: Good luck party, 8/30/19 all parties, Anniversary party, 9/24/19, Halloween party, 10/31/19. Hours of Operation: 12:00 PM to 5:00 PM

Signature of Applicant: __________________________ Title: __________________________

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

Name: __________________________ Address: __________________________ Phone: __________________________
Name: __________________________ Address: __________________________ Phone: __________________________

For Official Use Only

Police Chief: __________________________ Fire Chief: __________________________
Building Official: __________________________ Owner of premises: __________________________
RI Dept. of Health: __________________________

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

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

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 7/21/19

1. NAME OF CANDIDATE: (PRINT)
   Last: McAdam
   First: Kathleen
   Middle: Elizabeth

2. DATE OF BIRTH: 8/26/75

3. PLACE OF BIRTH: Providence, RI

4. CURRENT ADDRESS: Smithfield Senior Center


6. TYPE OF BUSINESS: Business #1

7. BUSINESS ADDRESS: 949-4590

8. IS BUSINESS INCORPORATED: Yes

9. BUSINESS PHONE: 349-2495

10. HOME PHONE: 949-4590

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

   From: To: St. No. & Name City & State
   __________ __________ __________ __________

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

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

   __________________________

13. List below two (2) character references:

   1. Name: Karen Armstrong  Address: Smithfield Senior Center  Phone: 949-4590
   2. Name: Ann St. Laurent  Address: Smithfield Senior Center  Phone: 949-4590

   CANDIDATE'S SIGNATURE: __________________________
   Witness: __________________________
July 31, 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 hosting a Good Luck party, August 30th, Anniversary party, September 26th, and a Halloween party, October 29th from 12-3. Complimentary wine and beer will be served.

I am asking for your approval for permits for these functions. Thank you.

Sincerely,

Kate McAdam-Prickett
Assistant Director/Activity and Program Coordinator
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
Certificate of Completion

This Certificate of Completion of

TIPS for On Premise

for coursework completed on January 23, 2017

provided by Rhode Island Bartending School is hereby granted to

Kate M. Cadman-Prickett

Test ID# 5969877

Rhode Island Bartending School

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.
Certificate of Completion

This Certificate of Completion of

TIPS for On Premise

for coursework completed on January 23, 2017

provided by Rhode Island Bartending School is hereby granted to

Anne St. Laurent

Test ID# 5964878

Rene Desrochers
Certified TIPS Trainer # 59028

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.
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One (1) One-day Beer and Wine License for a Community Food Truck Event to be held at Deerfield Park for the August 20th Town Council Meeting

BACKGROUND:

The Smithfield All Lit Up Christmas Parade Committee has applied for one (1) One-day Beer and Wine License to hold a Community Food Truck Event and Concert Event, Tuesday, August 27, 2019, from 4:30 p.m. to 8:00 p.m.

TOWN REVENUE:

The fee for a One-Day Beer and Wine License is $15.00 per day.

APPROVAL STATUS:

Copy of License Applications
Copy of BCI – No Record
Copy of Tip Card
Diagram of food truck area
Proof of Insurance
Special Event Checklist

RECOMMENDED MOTION:
Move that the Smithfield Town Council approve one (1) One-day Beer and Wine License for the Smithfield’s All Lit Up Christmas Parade Committee, 1 William Hawkins, Jr. Trail, to hold one (1) Community Food Truck Event and Concert Event, on Tuesday, August 27, 2019 from 4:30 p.m. to 8:00 p.m., as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

FEE: $15.00 Per Day

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 5/26/19

Type of License: CLASS-F (BEER & WINE) One: Smithfield All Lit Up Christmas Parade

Name of Applicant: Randy Rossi

Resident Address: 1 William J. Hawkins Jr. Trail

Business Name: Smithfield, RI 02917

Operating Under: Smithfield All Lit Up Christmas Parade

Trade Name of: Smithfield All Lit Up Christmas Parade

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: Randy Rossi Address: 64 Farnum Pike, Smithfield Title: Manager DOB __________

Name: ______________________ Address: ______________________ Title: ______________________ DOB __________

Name: ______________________ Address: ______________________ Title: ______________________ DOB __________

Describe operation of business: Food Truck Night August 27, 2019 from 4:30 p.m. to 8:00 p.m. at Deerfield Park

Signature of Applicant: ______________________ Title: ______________________

Applies to business establishments only:

In case of emergency/person to contact

Name: Fire Chief Address: Putnam Pike, Smithfield Phone: 949-1330

Name: Police Chief Address: Pleasant View Ave, Smithfield Phone: 231-2500

At a meeting of the Smithfield Town Council, held on 8/26/19 the above stated application was:

( ) Approved ( ) Denied License #:

Date issued: ______________________
SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2400)

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 5/20/2019

1. NAME OF CANDIDATE: (PRINT)
   Winfield Thomas J.
   LAST ___________ FIRST ___________ MIDDLE ___________

2. DATE OF BIRTH
   4 Church Street, Smithfield

3. PLACE OF BIRTH
   Providence, RI

4. CURRENT ADDRESS
   Anderson-Winfield

5. NAME OF BUSINESS

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED
   YES  NO
   IF SO, LIST OFFICERS
   Chair, Smithfield’s All Lit Up Christmas Parade Committee

9. BUSINESS PHONE
   401-949-0180
   401-949-3356

10. HOME PHONE

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

<table>
<thead>
<tr>
<th>From Mo./Year</th>
<th>To Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/2001</td>
<td>5/20/2019</td>
<td>4 Church Street</td>
<td>Smithfield, RI</td>
</tr>
<tr>
<td>6/1963</td>
<td>6/2001</td>
<td>2 Church Street</td>
<td>Smithfield, RI</td>
</tr>
</tbody>
</table>

12. Have you ever been arrested or detained by any police agency? 
   YES  NO
   If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

   1. Raymond Casapulin
      137 Memorial Avenue, Johnston
      401-231-3457
   2. Bruce Beaumier
      605 Putnam Pike, Smithfield
      401-413-1960

   CANDIDATE’S SIGNATURE: ___________________________  Witness: ___________________________

Application for June 11th, July 16th and August 13th Events
Deerfield Park
Childrens
Playground

Deerfield
Park Toddler
Playground

Deerfield
Park Bathrooms
and Concession Stand
CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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

PRODUCER
A. W. Beed Assoc., Inc.
1350 Division Road
West Warwick, RI 02893

INSURED
Ocean State Concessions
303 Main Avenue
Warwick, RI 02886

COVERAGE

COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE OCCUR

COMMERCIAL AUTOMOBILE LIABILITY

ANY AUTO
OWNED ONLY
SCHEDULED AUTOS
Rented AUTOS ONLY
NON-OWNED AUTOS ONLY

UMBRELLA LIABILITY OCCUR CLAIMS-MADE

EXCESS LIABILITY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR, PARTNER, EXECUTIVE (SHAREHOLDERS EXCLUDED) (MANUFACTURING IN NY)

DESCRIPTION OF OPERATIONS below

A Liquor Liability

38008241LL
5/7/2019 5/7/2020 Liquor Liability-Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor Liability $1,000,000 Per Occurrence/$2,000,000 Per Aggregate

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Regino

© 1988-2015 ACORD CORPORATION. All rights reserved.
## SPECIAL EVENT CHECKLIST

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide live entertainment</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Or amusement</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Open to the general public</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Fee is charged</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Expected number of persons in attendance is</td>
<td>✔</td>
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</tr>
<tr>
<td>More than 250</td>
<td></td>
<td>✔</td>
</tr>
</tbody>
</table>

---

Smithfield's All Lit Up Christmas Parade Committee

**NAME OF ORGANIZATION**

[Signature]

**PRINT NAME**

[Signature]

**DATE**

5.5.2019
Ocean State Concessions has been granted this, a retailer's beverage license Class P, under §3-7-14.2 Title 3 of the Rhode Island General Laws, authorizing the holder hereof within the State of Rhode Island, to keep for sale and to sell at a premises, beverages for consumption on the premises of a catered event.

This license expires at midnight on 12/01/2019 and be good throughout the State of Rhode Island, and it shall be kept at the licensed premises and a copy of this license shall be in possession of the licensee at all catered events where such beverages are sold.

This license is subject to such conditions, rules and regulations as the Department has established or shall in the future establish, and to the terms and provisions of Title 3 of the General Laws of Rhode Island.

IN WITNESS WHEREOF, the Associate Director has caused this license to be issued and authenticated by his or her signature.

LICENSE NUMBER: CP.0001561
DATE OF ISSUANCE: 04/12/2019

Subject to terms set forth on attached Exhibit A.
This card is for information purposes only. Refer to policy for exact coverages, limitations, and exclusions.

Great American Alliance

INSURED BY

$1,000,000 / $2,000,000

LIMIT

GENERAL LIABILITY

06/01/2019 to 06/01/2020

EFFECTIVE DATES

CERT. NUMBER

F066787

CERTIFIED NURSE

06/01/2019 to 06/01/2020

NAMED INSURED

Baby Duck LLC, HG80

FLIP Insurance Card

FLIP Insurance

260 South 2500 West, Suite 303
Pleasant Grove, UT 84062
888-568-0548
info@flipprogram.com
www.flipprogram.com

Claim reporting:

claims@veracityins.com

This card is for information purposes only. Refer to policy for exact coverages, limitations, and exclusions.
**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM**

**CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

| INSURANCE COMPANY: GREAT AMERICAN ALLIANCE INSURANCE COMPANY | POLICY NUMBER: PL1744427 |
| NAME INSURED: BEAUTY HEALTH & TRADE ALLIANCE | CERTIFICATE NUMBER: F052233X |
| CERTIFICATE HOLDER: Paul Gervalis, DBA Buddha Belly LLC | ADDRESS: 1G1 Adams Street, Warwick, Rhode Island 02886 |
| POLICY PERIOD: 08/08/2018 to 08/07/2019 | POLICY NUMBER: PL1744427 |

| LIMITS OF INSURANCE |  |
| General Aggregate Limit (Other than Products-Completed Operations) | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| General Each Occurrence Limit | $1,000,000 |
| Damage to Premises Rented to You Limit | $300,000 Any One Premises |
| Medical Expense Limit | $5,000 Any One Person |
| Professional Coverage Extension | $No Purchased Each Claim |
| Professional Coverage Deductible | $No Purchased Aggregate |
| Liability Deductible | $No Purchased Each Claim |

| FORM OF BUSINESS: Sole Proprietor/Individual |

| PREMIUM: | $296 |
| BHTA Fee: | $49 |
| TOTAL ANNUAL COST: | $345 (The cost is 100% earned/non refundable) |

| CODE NUMBER: 11168 | PREMIUM BASIS: Gross Sales |
| EXPOSURE: $50,001 - $500,000 |

| CLASSIFICATION: Vendor, Distributor, or Manufacturer of food products |

| THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS. |

| NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING |

| FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VERACITYINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062. |

| FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85). |

| ADMINISTERED BY |

| Veracity Insurance Solutions, LLC |
| 260 South 2500 West Suite 303 |
| Pleasant Grove Utah 84062 |
| 888-568-0548 |
| cny@veracityins.com |

| ADMINISTRATOR'S SIGNATURE: [Signature] |
CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED: 07/27/2018

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

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

PRODUCER
Northam Kentucky Insurance
PO Box 357
Hebron KY 41048

INSURER
Rhode Island Kona LLC
4 Old Ln
Germantown RI 02828

COVERAGES CERTIFICATE NUMBER: 20180201 HF

INSURER A: Twin City Fire Insurance Company
INSURER B: Hartford Accident and Indemnity Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

 وغير

MISCO

COLUMNS

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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>GENERAL AGGREGATE LIMIT APPLIES PER:</td>
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<td>ANY AUTO</td>
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<td>OCCUR</td>
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<td>CLAIMS-MADE</td>
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<td>ADJUSTMENT</td>
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<tr>
<td>WORKERS' COMPENSATION</td>
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<tr>
<td>ANY PROPRIETOR/EXECUTIVE OFFICER/EMPIRE EXCLUDED (Notary is N/A)</td>
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<tr>
<td>EACH OCCURRENCE</td>
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<td>PROPERTY DAMAGE TO PERSONAL EFFECTS</td>
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<tr>
<td>MED EXP (Per person)</td>
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<td>PERSONAL &amp; ADJ INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>LIABILITY</td>
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<td>BODILY INJURY (Per accident)</td>
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<tr>
<td>PROPERTY DAMAGE (Per accident)</td>
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<td>UNINSURED MOTORIST</td>
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<td>EACH OCCURRENCE</td>
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<td>PROPERTY DAMAGE</td>
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<tr>
<td>WORKERS' COMPENSATION</td>
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<td>E.L. SUCH ACCIDENT</td>
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<td>E.L. DISEASE - EMPL. EXEMPT</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM CERTIFICATE PAGE

THIS ALLEGED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: GREAT AMERICAN ALLIANCE INSURANCE COMPANY
NAME OF INSURED: BEAUTY HEALTH TRADE ALLIANCE
CERTIFICATE HOLDER: Twisted To
ADDRESS: 2400 cameras Ave, Anaheim, California 92806-0900
POLICY PERIOD: 10/01/2019 to 09/30/2020

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>General Aggregate Limit (Operation/Products)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products Completed Operations Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Enforce Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Premises Rented to You Limit</td>
<td>$300,000/Any One Occurrence</td>
</tr>
<tr>
<td>Medical Expense Limit</td>
<td>$5,000/Any One Person</td>
</tr>
<tr>
<td>Professional Coverage Extension</td>
<td>Not Extended/Each Claim</td>
</tr>
<tr>
<td>Professional Coverage Deductible</td>
<td>Not Extended/Each Claim</td>
</tr>
</tbody>
</table>

LIABILITY DEDUCTIBLE: None

FORM OF BUSINESS: LLC

PREMIUM: $174
BHTA Fee: $74
TOTAL ANNUAL COST: $248 (The cost is 100% earned/non refundable)

CODE NUMBER: 11186
PREMIUM BASIS: Gross Sales
EXPOSURE: Up to $50,000

BUSINESS DESCRIPTION: Food truck

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS INCLUDING APPLICABLE ENDORSEMENTS OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING.

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@GVCINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 2400 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS: applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88-01 (11/85).

ADMINISTRATED BY

Vanossy Insurance Solutions, LLC
2400 South 2500 West Suite 303
Pleasant Grove, UT 84062
888-568-0548
info@protiminc.com

ADMINISTRATOR’S SIGNATURE: [Signature]

[Stamp]
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Versity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

INSURED
Mrs. Reed, DBA Sarcastic Sweets
2 Glasgow St 2A
Providence RI 02908

COVERAGES
CERTIFICATE NUMBER: PL1744427-F049887X

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 124, Additional Insureds Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (AC 20 26 Ed. 04 13)

CERTIFICATE HOLDER
Smithfield All Lit Up Christmas Parade Committee
Dear Run Trail
Smithfield, RI 02908

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 23 (01/14/01)
The ACORD name and logo are registered marks of ACORD

INS33規定

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CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policies must have ADDITIONAL (INSURED) provisions or be endorsed.

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

PRODUCER: Wells Fargo Insurance
Liberty Mutual Insurance
PO Box 188065
Fairfield, OH 45018

COVERAGES

<table>
<thead>
<tr>
<th>Certification Number: 4026422</th>
<th>REVISION NUMBER:</th>
</tr>
</thead>
</table>

This Certificate Number: 4026422
Certificate Type: Commercial General Liability
Certificate Date: 2/24/2019
Certificate Expiry: 2/24/2020

A. COMMERCIAL GENERAL LIABILITY

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<thead>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<tr>
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<td>$1,000,000</td>
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B. AUTOMOBILE LIABILITY

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
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<tbody>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>AUTOMOBILE LIABILITY</td>
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<tr>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
Rhode Island Community Food Bank Association is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

CANCELLATION

Rhode Island Community Food Bank Association
200 Niantic Avenue
Providence RI 02907

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeremy Copp
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER:
Truhr Miller Insurance Services, Inc.
8250 Havensick Road
Suite 145
Indianapolis, IN 46240

INSURER 1: Travelers Commercial
780 Rembrandt Plaza
St Louis, MO 63105

INSURER 2: Like No Udder, LLC
86 Jackson Street
Winston, RI 02868

INSURER 3:

CERTIFICATE NUMBER:

REVISION NUMBER:

COVERAGES

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

DEALER
type of insurance
POLICY NUMBER
POLLICY EFF
POLLICY EXP
LIMITS

A COMMERCIAL GENERAL LIABILITY
BAS96690272 03/29/2019 03/28/2020 $2,000,000

AUTOMOBILE LIABILITY
BASED32190272 03/29/2019 03/28/2020 $1,000,000

WORKERS COMPENSATION
BAS5K138287 04/19/2019 04/19/2020 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 145): Additional Remarks Schedule may be attached if more space is required.

CERTIFICATE HOLDER
Like No Udder

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Roy P. Tealdi

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Certificate of Insurance

Certificate Holder
NOBLE KNOTS LLC
20 GODDARD ST APT #3
PROVIDENCE, RI 02908

Policy number: 01968151-6
Underwritten by:
UNITED FINANCIAL CASUALTY COMPANY
March 2, 2019
Page 1 of 2

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Dec 5, 2018
Policy Expiration Date: Dec 5, 2019

Insured
NOBLE KNOTS LLC
20 GODDARD ST APT #3
PROVIDENCE, RI 02908

Agent
USAA INS AGCY INC
9800 FREDRICKSBURG HSCVW
SAN ANTONIO, TX 78288

Description of Location/Vehicles/Special Items
Scheduled autos only
1982 CHEVROLET P30 1GBHP32M2C3318225
Stated Amount $16,000

Description of Policies

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<th>Coverage/Endorsement</th>
<th>Limits/Amount</th>
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<tr>
<td>UNINSURED MOTORIST PROPERTY DAMAGE</td>
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<td>MEDICAL PAYMENTS</td>
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<tr>
<td>RENTAL REIMBURSEMENT</td>
<td>$50 PER DAY ($1,500 MAX)</td>
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<tr>
<td>ROADSIDE ASSISTANCE</td>
<td>SELECTED</td>
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</table>
CERTIFICATE OF LIABILITY INSURANCE

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

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

Producer
InsureMyFood.com by Whorton Insurance Services
11200 Jollyville Rd
Austin, TX 78759

Insured
Fork In The Road, LLC dba Rhody Roots
2050 Horton St
North Dighton, MA 02784

Coverages

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<th>Certificate Number</th>
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Proof Of Insurance

Certificate Holder

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM
CERTIFICATE PAGE

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: GREAT AMERICAN ALLIANCE INSURANCE COMPANY
NAMED INSURED: BEAUTY HEALTH & TRADE ALLIANCE
CERTIFICATE HOLDER: Kow Kow
ADDRESS: 117 Borden Ave, Johnston, Rhode Island 02919
POLICY PERIOD: 09/13/2018 to 09/13/2019

POLICY NUMBER: PL2260060
CERTIFICATE NUMBER: F054328X

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit (Other than Products-Completed Operations)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Premises Rented to You Limit</td>
<td>$300,000 Any One Premises</td>
</tr>
<tr>
<td>Medical Expense Limit</td>
<td>$5,000 Any One Person</td>
</tr>
<tr>
<td>Professional Coverage Extension</td>
<td>Not Purchased Each Claim</td>
</tr>
<tr>
<td>Professional Coverage Deductible</td>
<td>Not Purchased Aggregate</td>
</tr>
</tbody>
</table>

FORM OF BUSINESS: LLC

PREMIUM: $171
BHTA Fee: $74
TOTAL ANNUAL COST: $245 (The cost is 100% earned/non refundable)

CODE NUMBER: 11168
PREMIUM BASIS: Gross Sales
EXPOSURE: Up to $50,000
BUSINESS DESCRIPTION: Catering, Food Truck

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VERACITYINSURANCESOLUTIONS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule 5, 88 01 (11/85).

ADMINISTRATED BY

Veracity Insurance Solutions, LLC
260 South 2500 West Suite 303
Pleasant Grove Utah 84062
888-568-0548
info@veracityinsurancesolutions.com

ADMINISTRATOR'S SIGNATURE: [Signature]
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Partners Insurance Group, LLC
73 Alden Road
Fairhaven MA 02719

INSURED
Smoke and Squeal BBQ, LLC
Adam Batcheldor
1005 Main St. Suite 7060
Pawtucket RI 02860

CERTIFICATE NUMBER: 669103S009

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDL / SUB (IF ANY)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF.DATE</th>
<th>POLICY EFF. (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CPS2440500</td>
<td>4/22/2018</td>
<td>4/22/2018</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<tr>
<td></td>
<td>CLAIMS-MADE NO OCCUR</td>
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<td></td>
<td></td>
<td>$500,000</td>
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<tr>
<td></td>
<td>GENERAL AGGREGATE LIMIT APPLIES PER:</td>
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<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
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<td>POLICY</td>
<td>LOC</td>
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<td>OTHER:</td>
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<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>06202510-1</td>
<td>4/22/2018</td>
<td>4/22/2018</td>
<td>COMBINED SINGLE LIMIT ($1,000,000)</td>
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<tr>
<td></td>
<td>ANY AUTO</td>
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<td></td>
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<td>$500,000</td>
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<td></td>
<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
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<td>$500,000</td>
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<tr>
<td></td>
<td>NONOWNED AUTOS ONLY</td>
<td></td>
<td></td>
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<td>$500,000</td>
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<td>UMBRELLA LIABILITY OCCUR</td>
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<td></td>
<td></td>
<td>$500,000</td>
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<td></td>
<td>EXCESS LIABILITY CLAIMS-MADE</td>
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<td></td>
<td>$500,000</td>
</tr>
<tr>
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<td>DED</td>
<td>RETENTION $</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 154, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Providence
25 Dorrance Street
Providence RI 02903

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FLIP Insurance Card

NAMED INSURED
Anthony Lugo, Matilda LLC

EFFECTIVE DATES
09/13/2018 to 09/13/2019

GENERAL LIABILITY LIMIT
$1,000,000 / $2,000,000

CERT. NUMBER
F054312X

INSURED BY
Great American Alliance Insurance Company

This card is for information purposes only. Refer to policy for exact coverages, limitations, and exclusions.
# ACORD CERTIFICATE OF LIABILITY INSURANCE

**Producer:** Classic Insurance Agency  
126 West Main Road  
Tiverton, RI 02821  
(401) 846-7070

**Insured:**  
Scott Naso DBA Hawaiian Jim's Shave Ice & Co  
144 Greystone Ter  
Portsmouth, RI 02871

**Date of Issuance:** 05/22/19

**Insurers Affording Coverage:**  
Phoenix Mutual Fire Ins. Co.

## COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE</th>
<th>POLICY TERMINAL</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td></td>
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<tr>
<td>Commercial General Liability</td>
<td>44.800339-00</td>
<td>1/4/19</td>
<td>1/4/20</td>
<td>$300,000</td>
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### AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Owned Autos</td>
<td>$50,000</td>
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<tr>
<td>All Other Autos</td>
<td>$5,000</td>
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</tbody>
</table>

### GARAGE LIABILITY

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Auto</td>
<td>$1,000,000</td>
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### EXCESS LIABILITY

<table>
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<tr>
<th>OCCUR</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>Claims Made</td>
<td>$1,000,000</td>
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### DEDUCTIBLE

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>Total</td>
<td>$500,000</td>
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### WORKERS' COMPENSATION AND EMPLOYER LIABILITY

<table>
<thead>
<tr>
<th>TYPE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
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<tr>
<td>Illness - 1st Employee</td>
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<tr>
<td>Illness - 2nd Employee</td>
<td>$100,000</td>
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<tr>
<td>Illness - 3rd Employee</td>
<td>$100,000</td>
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</table>

### OTHER

Description of operations, locations, vehicles, exclusions added by endorser(s)/special provisions

- The sale of Hawaiian Jim's Shave Ice

**Certificate Holder:** Smithfield All Lit Up Christmas Parade Committee  
Smithfield, Rhode Island

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the insured shall give the policyholder at least 30 days written notice. The certificate holder agreed to these terms.

**Signature:** Paul C. Reynolds  
ACORD 25-9 (7/87)
State of Rhode Island and Providence Plantations
Department of Health

Office of Food Protection

This is to certify that HAWAIIAN JIMS SHAVE ICE AND CO II located at 21 LINDA AVE, PORTSMOUTH RI 02871, having given satisfactory evidence that said establishment is qualified in conformity with Chapter 21-27 of the General Laws of 1956, as amended, is hereby granted a

FOOD BUSINESS LICENSE

to operate a Food Business at the above address in the State of Rhode Island, for the period ending: 04/30/2020

License Number: FSV30795
License: Mobile Food Service - Seasonal/Truck

Nicole Alexander-Scott, MD, MPH
Director of Health

THIS LICENSE IS NOT TRANSFERABLE.
This license must be posted where consumers can see it.
**INSURANCE BINDER**

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

**AGENCY**
Esten & Richard Agency, Inc
342 Park Ave
PO BOX 639
Woonsocket, RI 02895

**PHONE**
JUL, Ext: 401-766-4200
FAX, Ext: 401-762-4210

**CODE**
SUB CODE:

**INSURED**
Jeff's Wood Fired Pizza LLC & Stafford Realty LLC
127 Waterman Ave
East Providence, RI 02914

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>COVERAGES/FORMS</th>
<th>LIMITS</th>
</tr>
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<tbody>
<tr>
<td><strong>PROPERTY CAUSES OF LOSS</strong></td>
<td>Building #1</td>
<td>$1,000 $1,000 $1,000</td>
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<tr>
<td></td>
<td>Building #2 (garage)</td>
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<tr>
<td></td>
<td>Business Personal Property</td>
<td>$1,000 $1,000 $1,000</td>
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<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td>RETRO DATE FOR CLAIMS MADE:</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>DAMAGE TO PROPERTY</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>GENERAL AGGREGATE</td>
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<td></td>
<td>PRODUCTS - CORP PROD</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>AUTO OWNED AUTOS</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>COLLISION</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>OTHER THAN COLL</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>MEDICAL PAYMENTS</td>
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<td>PERSONAL INJURY PROT</td>
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<tr>
<td><strong>EXCESS LIABILITY</strong></td>
<td>EACH OCCURRENCE</td>
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<td></td>
<td>AGGREGATE</td>
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<tr>
<td></td>
<td>SELF INSURED RETENTION</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</strong></td>
<td>Beacon Mutual Insurance Co.</td>
<td></td>
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<tr>
<td><strong>SPECIAL CONDITIONS / OTHER COVERAGES</strong></td>
<td>Liquor Liability- $1,000,000</td>
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<tr>
<td></td>
<td>Down Payment- To be Paid at Closing $1,695</td>
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</tr>
<tr>
<td></td>
<td>Worker's Compensation Down payment- $259.25</td>
<td></td>
</tr>
</tbody>
</table>

**NAME & ADDRESS**
HarborOne Bank
ISAQATIMA
P.O. BOX 5404
Norwell, MA 02061

**MORTGAGEE**
**ADDITIONAL INSURED**
**LOSS PAYEE**
**Lender's Loss Payable**

**AUTHORIZED REPRESENTATIVE**

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**INSURANCE BINDER**

**AGENCY**
DeGiulio Insurance Group
1865 Post Rd.
Warwick, RI 02886

**COMAPNY**
Scottsdale

**DATE**
05/29/2019

**TIME**
12:01 AM

**EXPIRATION**
05/29/2020
12:01 AM

**INSURED**
Sharean Verria
DBA Captain Cheese
55 Haverford Ave.
Warwick, RI 02886

### COVERSAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>COVERAGE/FORMS</th>
<th>EXPIRATION LIMITS</th>
<th>DEDUCTIBLE</th>
<th>COINS %</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td><strong>PROPERTY</strong></td>
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</tr>
<tr>
<td>BASIC</td>
<td></td>
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<tr>
<td>BROAD</td>
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<tr>
<td>SPEC</td>
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<tr>
<td><strong>GENERAL LIABILITY</strong></td>
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</tr>
<tr>
<td>CLAIMS MADE</td>
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</tr>
<tr>
<td>CLAIMS OCCUR</td>
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<tr>
<td>RETRO DATE FOR CLAIMS MADE</td>
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<tr>
<td><strong>VEHICLE LIABILITY</strong></td>
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<tr>
<td>ANY AUTO</td>
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</tr>
<tr>
<td>ALL OWNED AUTOS</td>
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</tr>
<tr>
<td>SCHEDULED AUTOS</td>
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<tr>
<td>RENTED AUTOS</td>
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<tr>
<td>NON-OWNED AUTOS</td>
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<tr>
<td><strong>VEHICLE PHYSICAL DAMAGE</strong></td>
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<td>COLLISION:</td>
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<tr>
<td>OTHER THAN COLL:</td>
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<tr>
<td><strong>GARAGE LIABILITY</strong></td>
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<td>ANY AUTO</td>
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<tr>
<td><strong>EXCESS LIABILITY</strong></td>
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<td>UNINSURED FORM</td>
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<tr>
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<tr>
<td><strong>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</strong></td>
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<td><strong>SPECIAL CONDITIONS / OTHER COVERAGE</strong></td>
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</tr>
</tbody>
</table>

**NAME & ADDRESS**

**MORTGAGEE**

**ADDITIONAL INSURED**

**AUTHORIZED REPRESENTATIVE**
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

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

BACKGROUND:

On behalf of Smithfield’s All Lit Up Christmas Parade Committee, Thomas Winfield has applied for a Special Event License to hold a Community Food Truck and concert event at Deerfield Park, on Tuesday, August 27, 2019 from 4:30 p.m. to 8:00 p.m. While a Special Event License is not required, it is the opinion of the Town Solicitor to apply for the Special Event License.

TOWN REVENUE:

There is no fee

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a Special Event License for the Smithfield’s All Lit Up Christmas Parade Committee, to hold a Community Food Truck and concert event at 1 William Hawkins, Jr. Trail, on Tuesday, August 27, 2019 from 4:30 p.m. to 8:00 p.m., as applied, subject to compliance with all State regulations and local ordinances.
**TOWN OF SMITHFIELD**  
**OFFICE OF THE TOWN CLERK**  
**LICENSE APPLICATION**

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

<table>
<thead>
<tr>
<th>Date of Application:</th>
<th>5/20/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of License:</td>
<td>SPECIAL EVENT</td>
</tr>
<tr>
<td>Smithfield's All Lit Up Christmas Parade</td>
<td></td>
</tr>
<tr>
<td>Name of Applicant:</td>
<td>William J. Hawkins Jr.</td>
</tr>
<tr>
<td>Resident Address:</td>
<td>Smithfield, RI</td>
</tr>
<tr>
<td>Operating Under:</td>
<td></td>
</tr>
<tr>
<td>Trade Name of:</td>
<td></td>
</tr>
<tr>
<td>Date of Birth:</td>
<td></td>
</tr>
<tr>
<td>Description of Business:</td>
<td>Food Truck Night August 27, 2019 from 4:30 p.m. to 8:00 p.m. at Deerfield Park</td>
</tr>
</tbody>
</table>

**Signature of Applicant: **

<table>
<thead>
<tr>
<th>Name:</th>
<th>Randy Rossi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>64 Farm Pike, Smithfield</td>
</tr>
<tr>
<td>Title:</td>
<td>Manager</td>
</tr>
<tr>
<td>DOB:</td>
<td></td>
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</tbody>
</table>

| Name: |  |
|-------|  |
| Address: |  |
| Title: |  |
| DOB: |  |

| Name: |  |
|-------|  |
| Address: |  |
| Title: |  |
| DOB: |  |

| Describe operation of business: |  |
|---------------------------------|  |

**In case of emergency/person to contact**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Fire Chief</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Putnam Pike, Smithfield</td>
</tr>
<tr>
<td>Phone:</td>
<td>949-1330</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Police Chief</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Pleasant View Ave, Smithfield</td>
</tr>
<tr>
<td>Phone:</td>
<td>231-2500</td>
</tr>
</tbody>
</table>

| Police Chief: |  |
|--------------|  |

| Building Official: |  |
|--------------------|  |

| Owner of premises: |  |
|--------------------|  |

At a meeting of the Smithfield Town Council, held on 8/26/19 the above stated application was:

( ) Approved   ( ) Denied

License #:  
Date Issued:  

**Town of Smithfield**
64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1000 - Fax (401) 232-7244
E-mail: caquilante@smithfieldri.com

Carol A. Aquilante, CMC
Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

**SPECIAL EVENT CHECKLIST**

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide live entertainment</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>Or amusement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open to the general public</td>
<td>✅</td>
<td></td>
</tr>
<tr>
<td>Fee is charged</td>
<td></td>
<td>✅</td>
</tr>
<tr>
<td>Expected number of persons in attendance is</td>
<td></td>
<td>✅</td>
</tr>
<tr>
<td>More than 250</td>
<td>✅</td>
<td></td>
</tr>
</tbody>
</table>

Smithfield's All Lit Up Christmas Parade Committee

NAME OF ORGANIZATION

PRINT NAME

SIGNATURE

DATE

5.5.2019
Memorandum

August 13, 2019

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

SUBJECT:

Bid Award for the Emergency Generator at the Smithfield Municipal Ice Rink.

BACKGROUND:

The new Emergency Generator Project RFP was approved at the July 9th Town Council Meeting. The detailed project specifications were advertised and sealed proposals were accepted by the Purchasing Agent on Wednesday, July 24th. As a result, the Smithfield Municipal Ice Rink has selected Commercial Electric, Inc. to complete the Emergency Generator Project at the qualified bid price of $45,388.00.

FINANCIAL IMPACT:

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

ATTACHMENTS:

Bid Tab, Emergency Generator RFP.

MOTION:

MOVED, the Smithfield Town Council awards the Emergency Generator Project at the Smithfield Municipal Ice Rink to Commercial Electric, Inc. at the qualified bid price of $45,388.00 - the project funds to come from the Ice Rink's Operating Fund.
# TOWN OF SMITHFIELD

## BID TAB

Emergency Generator - Smithfield Ice Rink

**BID OPENING: July 24, 2019 at 10:00 AM**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Equipment Co.</td>
<td>$44,985.00</td>
</tr>
<tr>
<td>7 Franklin R. McKay Road</td>
<td></td>
</tr>
<tr>
<td>Attleboro, MA 02703</td>
<td></td>
</tr>
<tr>
<td>Nolin Electric, Inc.</td>
<td>$50,750.00</td>
</tr>
<tr>
<td>82 Stamp Farm Road</td>
<td></td>
</tr>
<tr>
<td>Cranston, RI 02921</td>
<td></td>
</tr>
<tr>
<td>Commercial Electric, Inc.</td>
<td>$45,388.00</td>
</tr>
<tr>
<td>491 Waterman Avenue</td>
<td></td>
</tr>
<tr>
<td>East Providence, RI 02914</td>
<td></td>
</tr>
<tr>
<td>Calson Construction Corporation</td>
<td>$69,230.00</td>
</tr>
</tbody>
</table>
Item Description: Emergency Generator – Smithfield Municipal Ice Rink

Date and Time to be OPENED: Wednesday, July 24, 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 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.
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 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 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 et seq. as amended).
15. No goods should be delivered or work started without Notice from the Town.
CONSTRUCTION AND SERVICE PROPOSAL TERMS

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.

2. Awards will be made within sixty (60) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.

3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.

5. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker’s Compensation Act Title 28, Section 1, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker’s Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.

6. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town, by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third person, or their agents, servants and/or claimed under them.

7. 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.
8. 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 Rhode Island Secretary of State (401-222-3040).

9. 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.
A. BACKGROUND

The Town of Smithfield is seeking proposals for the installation of a new Emergency Generator at the Smithfield Municipal Ice Rink, 109 Pleasant View Avenue, Smithfield, RI 02917.

B. SPECIFICATIONS

1. Supply and install Superior 30KW SR Diesel Generator System per all local codes and requirements.

2. Construct a new concrete pad, size 120 x 80, for exterior mounting per all local codes and requirements.

3. Install three bollards around the concrete pad for protection.

4. Remove existing automatic transfer switch. Install new ASCO 300 Series ATS and wire to new generator for operation.

5. Connect existing fire alarm system to new generator and new ATS, this will require a transformer. Install new remote annunciator for all generator operations. Completion of this item will require the approval of the Smithfield Fire Prevention Officer.

6. Obtain all necessary Town Permits for this project.

7. Provide all rigging for delivery, unloading, and installation.

8. Complete start-up, test, and final electrical inspection for the new generator.

9. Remove and dispose of the existing Emergency Generator.

10. Perform a full clean-up of all work areas associated with this project.

11. All work to be completed during normal business hours.

12. All work is to be completed based on prevailing wage rate standards (R.I. General Law Sec. 37-13 et seq. as amended).

13. All labor and materials are to be included.

C. REQUIREMENTS

1. Insurance – Contractor is required to provide evidence of auto liability, general liability and workers’ compensation coverage.
2. Have sufficient manpower to complete the project in a timely manner.

3. **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.

5. Responders must guarantee that the services can be provided within the time specified by the Town.

6. In the case of proposing equivalent or better products, bidders must furnish sufficient descriptive literature with their bids to show that the product offered meets applicable specifications. Products which do not, in the opinion of the Town, meet the specified requirements will not be accepted.

7. Submitted proposals which do not, in the opinion of the Town, meet the specified requirements will not be accepted.

D. **INQUIRIES**

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

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

E. **PROPOSAL**

To include the following:

1. An outline of the services provided by the agency and company representatives.

2. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff, support and professional employees.

3. Background information regarding the specific individuals who will be responsible for servicing this account from your agency.

4. 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.
5. List any past experience providing services to the Town.

F. COST PROPOSAL

The cost proposal should include the following information:

1. The responder shall submit Attachment “A” filled out completely.

2. The cost proposal should contain all pricing information relative to performing the services as described in this specification.

3. The pricing shall remain until the completion of the project.

G. EVALUATION CRITERIA:

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

- Proposal will be evaluated on the following:

<table>
<thead>
<tr>
<th></th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Information and Years in Business</td>
<td>10</td>
</tr>
<tr>
<td>2. Required documents stated in RFP</td>
<td>20</td>
</tr>
<tr>
<td>3. Past Experience with the Town and References</td>
<td>25</td>
</tr>
<tr>
<td>4. Business Location in Town</td>
<td>10</td>
</tr>
<tr>
<td>5. Pricing</td>
<td>35</td>
</tr>
<tr>
<td>Grand Total</td>
<td>100</td>
</tr>
</tbody>
</table>

H. FINAL SELECTION

- The Smithfield Town Council will select a firm based upon the recommendation submitted by the evaluation committee. Following the notification of the firm selected, it is expected a contract will be executed between the parties.

- A firm’s submission of a proposal indicates acceptance of the conditions contained in this Proposal Specification unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the firm selected.
ATTACHMENT A

TOWN OF SMITHFIELD

COST PROPOSAL FORM

<table>
<thead>
<tr>
<th>VENDOR NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CITY, STATE, ZIP:</td>
<td></td>
</tr>
<tr>
<td>Soc. Sec. # or Fed. ID #:</td>
<td></td>
</tr>
</tbody>
</table>

Agrees to respond on: Emergency Generator – Smithfield Municipal Ice Rink

Date and time to be opened: Friday, June 14, 2019 at 10:00 AM

BID (Includes all Materials, Labor, and Equipment):

$ __________________________
(Total Bid in Numerals)

______________________________________________________
(Total Bid in Words)

PHONE____________________________  FAX____________________________

EMAIL__________________________________

______________________________________________________
CONTACT PERSON NAME  TITLE

______________________________________________________
AUTHORIZED PERSON SIGNATURE
MEMO:

To: Smithfield Town Council

From: Jarod W. Doyle, Chairman
       Smithfield Sewer Authority

RE: Sewer Authority: Plan Review, Construction Inspection & On-Call Engineering Services – Recommendation to award service contract for Professional Services

Honorable Town Council;

Attached with this recommendation memo please find a package from the selection committee that reviewed the qualifications statements received for the advertised services along with a tabulation of consultants that submitted statements for the town’s review. After careful review of the statements, three firms were interviewed by the committee to better understand approach and experience.

After careful review of the statements, CDM-Smith was evaluated as the top scorer and is therefore a positive recommendation is being forwarded to the Council as such.

Moved: The Smithfield Town Council hereby authorizes a 3-year master service contract to CDM-Smith for Sewer Authority Plan Review, Construction Inspection & On-Call Engineering Services, as structured in the hourly rate proposal.

Enclosures: Selection Committee review package

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
    Anthony Gallone, Esq., Town Solicitor
    Kevin Cleary, PE, LSIT, Town Engineer
TO: Smithfield Sewer Authority

FROM: Kevin Cleary, PE, Town Engineer & Michael Silvia, Sewer Authority Vice-Chairman:


Honorable Authority;

The Selection Committee was distributed consultant qualification packages during March and subsequently met in May to discuss selection of a consultant to perform the outlined services and conduct interviews with the three highest scoring firms.

Attached please find a comprehensive average weighted score sheet based on the score criteria as set forth in the RFQ. The average score places CDM-Smith, the Town’s incumbent Sewer Authority Consultant Professional with the highest ranking.

Moved: The Smithfield Sewer Authority recommends to the Town Council to consider authorization of a 3-year contract for Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services to CDM-Smith. Said motion is based on the recommendation of a Selection Committee that reviewed all qualified consultant packages and provided said recommendation.

Cc: Randy R. Rossi, MBA, CGFM Town Manager Consultant Selection Committee
    Anthony Gallone, Esq., SSA Legal Counsel
    Carolyn Dorazio, Procurement/HR

Ernie motion ed
Kevin 2nd
4-0 approved
TO: Smithfield Sewer Authority

DEPT: 

FROM: Kevin Cleary, PE, Town Engineer & Michael Silvia, Sewer Authority Vice-Chairman:

DEPT: 


Honorable Authority;

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Attached please find a comprehensive average weighted score sheet based on the score criteria as set forth in the RFQ. The average score places CDM-Smith, the Town’s incumbent Sewer Authority Consultant Professional with the highest ranking.

Moved: The Smithfield Sewer Authority recommends to the Town Council to consider authorization of a 3-year contract for Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services to CDM-Smith. Said motion is based on the recommendation of a Selection Committee that reviewed all qualified consultant packages and provided said recommendation.

Cc: Randy R. Rossi, MBA, CGFM Town Manager
Consultant Selection Committee
Anthony Gallone, Esq., SSA Legal Counsel
Carolyn Dorazio, Procurement/HR
Kevin Cleary

From: Ennis, Brendan F. <ennisbf@cdmsmith.com>
Sent: Friday, June 14, 2019 7:16 AM
To: Kevin Cleary
Cc: Schott, Kevin; sylvesterr552
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Kevin,

The Town’s proposed overhead and profit rate of 120% is acceptable.

Thank you,
Brendan

From: Kevin Cleary <kcleary@smithfieldri.com>
Sent: Thursday, June 13, 2019 3:00 PM
To: Ennis, Brendan F. <ennisbf@cdmsmith.com>
Cc: Schott, Kevin <SchottKW@cdmsmith.com>; sylvesterr552 <sylvesterr552@verizon.net>
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,
Is this proposed rate a possibility? Sorry to press, trying to get this to the Sewer Authority for their meeting next Wednesday and my package info needs to go to them for tomorrow.

Kevin Cleary, PE, LSIT
Town Engineer | Town of Smithfield
64 Farnum Pike | Smithfield, RI | 02917
P: 401-233-1041 | F: 401-233-1091
E: kcleary@smithfieldri.com
W: www.smithfieldri.com

From: Kevin Cleary
Sent: Thursday, June 13, 2019 12:05 PM
To: 'Ennis, Brendan F.'
Cc: """"Schott, Kevin""""; 'sylvesterr552'
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,

I’ve reviewed the hourly rate structure for the requested services. I see the hourly rates have understandably gone up, but also the overhead has increased too.

May I request maintaining the current 120% overhead rate, as opposed to the 125% overhead rate proposed in the rate structure? If CDM-Smith is amendable to this the Selection Committee will forward a recommendation as such for continued services.

Thank you for your consideration on the item and please let me know if you would like to discuss further.

Kevin Cleary, PE, LSIT
Hi Barbara, Carolyn & Jason,

On behalf of the Sewer Authority selection committee, may I request the hourly rate fee structure sealed envelope from CDM-Smith for the subject services that were submitted to the Town on March 22? The selection committee has reviewed the qualification statements, completed interviews with three firms that scored the highest during the review and would like to evaluate the hourly rates of CDM-Smith.

Please let me know if you need anything further on this request.

Thank you.

Kevin Cleary, PE, LSIT
Town Engineer | Town of Smithfield
64 Farnum Pike | Smithfield, RI | 02917
P: 401-233-1041 | F: 401-233-1091
E: kcleary@smithfieldri.com
W: www.smithfieldri.com
March 22, 2019

Ms. Carolyn Dorazio, Town Purchasing Agent
Town of Smithfield
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917

Subject: Request for Qualifications - Sewer Authority Plan Review, Construction Inspection, & On Call Engineering Services - FEE PROPOSAL

Dear Ms. Dorazio:

The Town of Smithfield requires a qualified and experienced multidisciplinary team to provide Sewer Authority plan review, construction inspection, and on-call engineering services. CDM Smith Inc. (CDM Smith) welcomes the opportunity to collaborate with the Town on this important project. As shown in our Qualifications submittal, CDM Smith has the capacity and expertise to provide these services in a timely and cost-efficient manner. In this separate Fee Proposal, we have included our fee schedule and a completed proposal "Statement Blank" form.

We value our relationship with Smithfield, and are grateful for the opportunity to continue our excellent working relationship with you. We look forward to providing the consistent level of service and expertise you have grown accustomed to receiving from CDM Smith. Please contact me at 401-457-0339, or via email at ennisbf@cdmsmith.com, if you have any questions or need further information.

Very truly yours,

Brendan F. Ennis, PE
Principal-in-Charge/Client Service Leader
CDM Smith Inc.
Fee Schedule

CDM Smith has selected staff for this project that represents an appropriate blend of experience and salary. This approach will result in quality work delivered to the Town in a cost-efficient manner.

Consistent with our current services to the Town, we anticipate establishing individual task orders for each individual project assignment. Our Principal-in-Charge, Brendan F. Ennis, PE, assisted by our Project Manager, Kevin W. Schott, PE will discuss scope, staffing, and level of effort for each assignment to ensure that the Town’s needs are well defined and will be satisfied. In an emergency, Mr. Ennis will authorize an immediate response to requests by the Town, and fees will be based on actual time spent. Negotiations of completed scopes and budgets will follow, allowing emergency response to continue unimpeded. CDM Smith will not commence work on any individual project or task order without prior approval by the Town.

The hourly rates presented in the Proposal “Statement Blank” form are rates for the first full year of service; an average annual increase of 4% in individual rates is anticipated for years 2 and 3, in conjunction with annual salary adjustments. Beyond that, if authorized by the Town, salaries for years 4, 5, and 6 would be based on changes in the Consumer Price Index.

Since routine expenses are project dependent and often beyond the control of CDM Smith, such expenses such as mileage, shipping, copying, field supplies, etc., will be detailed separately from labor costs and included in the total upper limit estimate and invoicing for each task order. Reimbursement for expenses will be at the actual cost, with no mark-up.

For labor, the task order price will include markup of salary for overhead and profit in the form of a salary cost plus a percentage method of payment. For all staff, salary cost is defined as raw labor plus employee benefits, which currently approximates 39 percent. Overhead and profit will be 125 percent of the salary cost.

---

Town of Smithfield Sewer Authority, March 2019. 236465.

[Signature] negotiate for 120%
# Statement Blank

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>CDM Smith Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agrees to bid on:</td>
<td>PLAN REVIEW, CONSTRUCTION INSPECTION &amp; ON CALL SEWER ENGINEERING SERVICES</td>
</tr>
<tr>
<td>(Item(s) to be bid)</td>
<td></td>
</tr>
<tr>
<td>Tentative Date of Award:</td>
<td>MAY, 2019</td>
</tr>
<tr>
<td>Applicable Fee Schedule:</td>
<td>See Table Below. Additional Bidding Details: Please provide a Fee (Rate) Structure Matrix, with individual hourly rate. (Use Additional Pages if Necessary)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Title</th>
<th>Employment Class</th>
<th>Employment Status (full or part time, etc.)</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>Vice President</td>
<td>OPGN8/ENEV9</td>
<td>Full</td>
<td>$73 - 82</td>
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<tr>
<td>Senior VP</td>
<td>----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>Project Manager</td>
<td>ENEV7</td>
<td>Full</td>
<td>$55</td>
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<tr>
<td>Lead Engineer</td>
<td>ENEV 5-7</td>
<td>Full</td>
<td>$45 - 52</td>
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<tr>
<td>Staff Engineer</td>
<td>ENEV 2-4</td>
<td>Full</td>
<td>$32 - 37</td>
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<tr>
<td>Junior Engineer</td>
<td>ENEV 1-3</td>
<td>Full</td>
<td>$26 - 30</td>
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<tr>
<td>Inspector</td>
<td>CNRP6/ENEV3</td>
<td>Full</td>
<td>$35 - 40</td>
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<tr>
<td>Administrative</td>
<td>----</td>
<td>Full</td>
<td>$25</td>
</tr>
<tr>
<td>Principal/Associate</td>
<td>ENEV9</td>
<td>Full</td>
<td>$77 - 90</td>
</tr>
<tr>
<td>Principal-in-Charge</td>
<td>ENEV8</td>
<td>Full</td>
<td>$68</td>
</tr>
</tbody>
</table>

**Federal ID# or Social Security #:**

**Signature:**

Brendan F. Ennis, PE, Client Service Leader
CDM Smith Inc.

**Address:**

260 West Exchange Street, Suite 300, Providence, RI 02903

**Phone #:**

401-457-0339 (Email: ennisbf@cdsmith.com)

**Delivery Date:**

Friday, March 22, 2019 at 10:00 AM

**Name of Insurance Company:**

Various (see Proof of Insurance form in Appendix A)

*The Town of Smithfield shall be invoiced monthly based on actual raw labor rates, plus employee benefits (39%), and plus overhead and profit (125%).*
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Proposer's thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>20 Complete understanding of Town's needs and is apparent in the RFQ response.</td>
</tr>
<tr>
<td>b. Demonstrated experience and expertise with similar projects as evidenced by FIRM'S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>24 Well experienced in Smithfield with our services.</td>
</tr>
<tr>
<td>c. Assignment of Staff</td>
<td>10pt</td>
<td>10 Existing staff has worked with the Town in the past.</td>
</tr>
<tr>
<td>d. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td>15</td>
</tr>
<tr>
<td>e. Form of Statement</td>
<td>5pt</td>
<td>5 Clear, concise and met expectations</td>
</tr>
<tr>
<td>f. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>15 Very well laid out response, complete and thorough.</td>
</tr>
<tr>
<td>g. Firm's current workload</td>
<td>10pt</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>99</td>
</tr>
<tr>
<td>CRITERIA</td>
<td>POINTS</td>
<td>COMMENTS</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>a. Proposer’s thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>Response understanding was not clear. Mixed experiences in with understanding, which is not what this criteria requests.</td>
</tr>
<tr>
<td>b. Demonstrated experience and expertise with similar projects as evidenced by FIRM’S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>Well experienced with municipal services, as demonstrated by response. Firm’s response however mixed experience with understanding of the RFQ interchangeably.</td>
</tr>
<tr>
<td>c. Assignment of Staff</td>
<td>10pt</td>
<td>Well staffed</td>
</tr>
<tr>
<td>d. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td></td>
</tr>
<tr>
<td>e. Form of Statement</td>
<td>5pt</td>
<td>Good statement appearance.</td>
</tr>
<tr>
<td>f. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>Response was a little unorganized, mixing experience with understanding.</td>
</tr>
<tr>
<td>g. Firm’s current workload</td>
<td>10pt</td>
<td>Concern the firm may not be able to meet the workload requirements.</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>85</td>
</tr>
</tbody>
</table>
### CRITERIA

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Proposer’s thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>19 Complete understanding of Town's needs and is apparent in the RFQ response.</td>
</tr>
<tr>
<td>b. Demonstrated experience and expertise with similar projects as evidenced by FIRM'S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>24 Lacks a little experience in Rhode Island with the identified services.</td>
</tr>
<tr>
<td>c. Assignment of Staff</td>
<td>10pt</td>
<td>10 Good staff and qualifications.</td>
</tr>
<tr>
<td>d. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td>15</td>
</tr>
<tr>
<td>e. Form of Statement</td>
<td>5pt</td>
<td>5 Spot on, not too much fluff and to the point</td>
</tr>
<tr>
<td>f. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>15 Well organized presentation.</td>
</tr>
<tr>
<td>g. Firm’s current workload</td>
<td>10pt</td>
<td>5 Concern the staff may not be able to meet all the needs of Smithfield.</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
<td>92</td>
</tr>
</tbody>
</table>
### CRITERIA

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>h. Proposer’s thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>18 Response understood the Town’s needs, but did not respond in organized manner to answer the understanding of the RFQ.</td>
</tr>
<tr>
<td>i. Demonstrated experience and expertise with similar projects as evidenced by FIRM’S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>24 Very well experienced in Rhode Island, serving many other communities with similar services.</td>
</tr>
<tr>
<td>j. Assignment of Staff</td>
<td>10pt</td>
<td>7 May lack the staff to be able to assign to Smithfield.</td>
</tr>
<tr>
<td>k. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td>13 Well qualified.</td>
</tr>
<tr>
<td>l. Form of Statement</td>
<td>5pt</td>
<td>3 Good form, above average.</td>
</tr>
<tr>
<td>m. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>12 Well organized, but missed the response in some regards to overall request.</td>
</tr>
<tr>
<td>n. Firm’s current workload</td>
<td>10pt</td>
<td>7 May be an issue, due to volume of work for other RI communities.</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td><strong>84</strong></td>
</tr>
<tr>
<td>CRITERIA</td>
<td>POINTS</td>
<td>COMMENTS</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>a. Proposer’s thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>20 Complete understanding of Town’s needs, response was completely expected and met the benchmark.</td>
</tr>
<tr>
<td>b. Demonstrated experience and expertise with similar projects as evidenced by FIRM’S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>24 Having worked for Smithfield Sewer Authority for the last two consultant contracts they are well experienced in Smithfield with our services and have demonstrated an organized approach that works.</td>
</tr>
<tr>
<td>c. Assignment of Staff</td>
<td>10pt</td>
<td>10 Staff is critical and has worked seamlessly with Smithfield staff.</td>
</tr>
<tr>
<td>d. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td>15 Well qualified, diverse outsource ability for complex tasks, which do occur.</td>
</tr>
<tr>
<td>e. Form of Statement</td>
<td>5pt</td>
<td>5 Spot on.</td>
</tr>
<tr>
<td>f. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>15 Couldn’t have been more organized and met the expectations of the RFQ.</td>
</tr>
<tr>
<td>g. Firm’s current workload</td>
<td>10pt</td>
<td>10 Not expected to be problematic.</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>99</td>
</tr>
<tr>
<td>CRITERIA</td>
<td>POINTS</td>
<td>COMMENTS</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
<td>----------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>a. Proposer's thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>12 Response did not provide clear understanding of how the firm was going to address the three requested services</td>
</tr>
<tr>
<td>b. Demonstrated experience and expertise with similar projects as evidenced by FIRM'S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>23 Firm mixed too much experience within the RFQ understanding of our needs. Experience should have been segmented into its own unique part of the statement.</td>
</tr>
<tr>
<td>c. Assignment of Staff</td>
<td>10pt</td>
<td>10 Firm is diverse and has unique resources</td>
</tr>
<tr>
<td>d. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td>13 Well qualified and experts in wastewater</td>
</tr>
<tr>
<td>e. Form of Statement</td>
<td>5pt</td>
<td>5 Met the expectation</td>
</tr>
<tr>
<td>f. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>12 Again, statement was a little unorganized and mixed scope to address the understanding with too much experience together.</td>
</tr>
<tr>
<td>g. Firm's current workload</td>
<td>10pt</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>85</td>
</tr>
</tbody>
</table>
## CRITERIA

<table>
<thead>
<tr>
<th>CRITERIA</th>
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<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Proposer’s thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>20 Very good understanding of the tasks at hand and handled this part of the response well.</td>
</tr>
<tr>
<td>b. Demonstrated experience and expertise with similar projects as evidenced by FIRM’S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>24 Although a well qualified firm, lacks a experience in Rhode Island with similar services in other communities with sewer systems.</td>
</tr>
<tr>
<td>c. Assignment of Staff</td>
<td>10pt</td>
<td>10 Not an issue.</td>
</tr>
<tr>
<td>d. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td>15 Not an issue.</td>
</tr>
<tr>
<td>e. Form of Statement</td>
<td>5pt</td>
<td>3 Statement was very brief, concise and to the point. A little more experience would have benefitted the response.</td>
</tr>
<tr>
<td>f. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>14 Well thought out response and met the expectation to answer the RFQ properly.</td>
</tr>
<tr>
<td>g. Firm’s current workload</td>
<td>10pt</td>
<td>6 Concern the available staff may not be able to manage all of Smithfield’s needs.</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>92</td>
</tr>
<tr>
<td>CRITERIA</td>
<td>POINTS</td>
<td>COMMENTS</td>
</tr>
<tr>
<td>----------</td>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>h. Proposer’s thorough and in-depth understanding of this RFQ</td>
<td>20pt</td>
<td>18</td>
</tr>
<tr>
<td>i. Demonstrated experience and expertise with similar projects as evidenced by Firm’s apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously.</td>
<td>25pt</td>
<td>24</td>
</tr>
<tr>
<td>j. Assignment of Staff</td>
<td>10pt</td>
<td>7</td>
</tr>
<tr>
<td>k. Staff qualifications and certifications as applicable</td>
<td>15pt</td>
<td>13</td>
</tr>
<tr>
<td>l. Form of Statement</td>
<td>5pt</td>
<td>5</td>
</tr>
<tr>
<td>m. Organization, thoroughness and proposal presentation as submitted</td>
<td>15pt</td>
<td>12</td>
</tr>
<tr>
<td>n. Firm’s current workload</td>
<td>10pt</td>
<td>7</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>86</td>
</tr>
</tbody>
</table>
# TOWN OF SMITHFIELD

## BID TAB

Smithfield Sewer Authority Request for Qualifications  
For Plan Review, Construction Inspection and On Call Engineering Services  

**BID OPENING: March 22, 2019 at 10:00AM**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
</tr>
</thead>
</table>
| Wright-Pierce           | 10 Dorrance Street, Suite 840  
                        | Providence, RI 02903                      |
| CDM Smith Inc.          | 260 West Exchange Street, Suite 300  
                        | Providence, RI 02903                      |
| Tighe & Bond, Inc.      | 300 West Exchange Street, Floor 3  
                        | Providence, RI 02903                      |
| James J. Geremia & Associates, Inc. | 272 West Exchange Street, Suite 201  
                        | Providence, RI 02903                      |

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

To: Smithfield Town Council

From: Jarod W. Doyle, Chairman
Smithfield Sewer Authority

RE: Sewer Authority: Plan Review, Construction Inspection & On-Call Engineering Services – Authorization to Advertise Professional Services RFQ

Honorable Town Council;

Attached with this memo please find a Request for Qualifications seeking consulting services for the Smithfield Sewer Authority. The current consultant contract expires in May, 2019 and can no longer be authorized for contract extension.

It is anticipated an advertisement for the attached RFQ between January and March. The Sewer Authority respectfully requests the Council’s authorization to advertise the requested services.

Moved: The Smithfield Town Council hereby authorizes the advertisement of a Request for Qualifications for “Sewer Authority Plan Review, Inspection & On-Call Engineering Services.”

Enclosures

Cc: Randy R. Rossi, Town Manager
Anthony Gallone, Esq., Town Solicitor
Town of Smithfield
MEMO

January 8, 2019

TO: Smithfield Sewer Authority
DEPT: 
FROM: Kevin Cleary, PE, Town Engineer
DEPT: Engineer

SUBJECT: RFQ for Consulting Services for Review, Inspection & On Call Engineering Services for the Sewer Authority 2019-2022

Attached with this memo please find a DRAFT Request For Qualifications seeking consulting services for the Smithfield Sewer Authority. The current consultant contract expires in May, 2019 and can no longer be authorized for contract extension.

It is anticipated an advertisement for the attached RFQ using a qualification based service format between February and March. With your input and approval I would like to advertise this package as soon as possible.

Moved: The Smithfield Sewer Authority hereby recommends to the Smithfield Town Council the authorization of an advertisement of a Request for Qualifications for “Sewer Authority Plan Review, Inspection & On-Call Engineering Services.”

Enclosures

Cc: Randy R. Rossi, Town Manager
Anthony Gallone, Esq., Town Solicitor

Motion to approve made by Michael Silvia
Motion to approve seconded by J. Kevin McNelis
Motion approved 4-0
SEALED QUALIFICATION STATEMENTS from qualified firms will be received in the Office of the Finance Director, 64 Farnum Pike, Smithfield, RI 02917; until **Friday, March 22, 2019 at 10:00 AM**, at which time the proposal will be opened and publicly read aloud in the Town Council Chambers, 2nd Floor of the Town Hall Building.

All bidders are required to attend a **MANDATORY PRE-QUALIFICATION CONFERENCE** to be held on **Monday, March 11, 2019 at 10:00 AM** at the Smithfield Town Hall, Town Council Chambers, 2nd Floor, 64 Farnum Pike, Smithfield, RI.

Qualification Statement specifications may be obtained through the Town’s website at [www.smithfieldri.com/bids](http://www.smithfieldri.com/bids).

The Town of Smithfield reserves the right to reject any and all statement or part thereof, to waive any technical defect or informality in the statements received, and to accept the statement deemed the lowest qualified responsible and evaluated statement to the best interest of the Town.

Jason Parmelee
Finance Director
TOWN of SMITHFIELD
SEWER AUTHORITY
State of Rhode Island
Terms and Requirements for Qualification Statements

Item Description: SEWER AUTHORITY PLAN REVIEW, CONSTRUCTION INSPECTION & ON CALL ENGINEERING SERVICES

Bid Due Date and Time to be Opened: Friday, March 22, 2019 at 10:00 AM

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

INSTRUCTIONS

1. Engineering Consulting firms shall submit sealed proposals in an envelope clearly labeled with the above captioned “Item Description.” The Statement 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. Engineers must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.

3. Engineering firms response must be in ink or typewritten (Word.doc, etc.), and all blanks on the statement form should be completed.

4. Each Firm is required to state in their statement their full name/company name and place of residence or business; and must state the names of persons or firms with whom they are submitting a joint statement. All bids SHOULD BE SIGNED IN INK.

5. One original and three (3) copies of statement package, excluding fee matrix, shall be submitted along with an electronic disk or CD of the proposal.

6. There shall be a mandatory pre-qualification conference to consider and qualify perspective consultants (proposers) on March 11, 2019 at 10:00 AM in the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI, 2nd Floor Town Council Chambers.
NOTICE TO ENGINEERING CONSULTANTS

1. The Town of Smithfield reserves the right to reject any and all statements, to waive any technical defect or informality in the statements received, and to accept any of the statements deemed most favorable to the interest of the Town.

2. No statements will be accepted if made in collusion with any other bidder.

3. Statements specification may be obtained through the Town’s website at www.smithfieldri.com/bids.

4. A firm 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 7-1.1-99, 7-1.1-105, 7-1.1-106 and shall provide a certification of authorization to conduct business as a firm according to R.I. Gen. Laws, as amended, Sections 5.8.

5. Copies of competitive statements may be obtained by all Engineers attending the formal statements opening. After a reasonable lapse of time, tabulation statements may be seen on the Town’s website (www.smithfieldri.com/bids).

6. 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.

7. The Engineer will not be permitted to either assign or underlet the contract, nor assign legally or equitably and moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.

8. A certificate of insurance shall be required of a successful firm, in which the Town of Smithfield is named an additionally named insured in the title holder box. The Certificate shall provide that the Town will be given at least thirty (30) days advance notice of policy cancellation.

9. Work shall not start without a “Notice to Proceed” from the Town of Smithfield.

10. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager, or his designee.

11. Awards will be made within sixty (60) days of proposal opening. All proposed costs will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.

12. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

13. The successful consultant shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker’s Compensation Act Title 28, Section 1, et esq. (R.I.G.L.). If the successful consultant is exempt from compliance under the Worker’s Compensation Act, an officer of the successful consultant shall so state by way of sworn Affidavit which shall accompany the signed contract.

14. The successful consultant shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful consultant will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third persons, or their agents, servants and/or claimed under them.

15. The Town of Smithfield reserves the right to reject any and all proposals.
TOWN OF SMITHFIELD
State of Rhode Island

**STATEMENT BLANK**

<table>
<thead>
<tr>
<th>Name of Company</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Agrees to bid on:</th>
<th>PLAN REVIEW, CONSTRUCTION INSPECTION &amp; ON CALL SEWER ENGINEERING SERVICES</th>
</tr>
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<table>
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<tr>
<th>Tentative Date of Award:</th>
<th>MAY, 2019</th>
</tr>
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<table>
<thead>
<tr>
<th>Applicable Fee Schedule:</th>
<th>See Table Below. Additional Bidding Details: Please provide a Fee (Rate) Structure Matrix, with individual hourly rate. (Use Additional Pages if Necessary)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employee Title</th>
<th>Employment Class</th>
<th>Employment Status (full or part time, etc.)</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior VP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Engineer</td>
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<tr>
<td>Staff Engineer</td>
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<td></td>
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<tr>
<td>Junior Engineer</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Inspector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

| Federal ID# or Social Security #: | |
|----------------------------------| |

| Signature: | |
|-----------| |

| Title of Person Signing: | |
|-------------------------| |

| Firm Name: | |
|------------| |

| Address: | |
|----------| |

| Phone #: | |
|----------| |

| Delivery Date: | |
|----------------| |

| Name of Surety Company: | |
|------------------------| |

SCOPE OF SERVICES

The Town of Smithfield Sewer Authority seeks Qualification Statements (RFQs) from licensed Professional Engineers, authorized to conduct business in the State of Rhode Island (the “Engineer” or the “Consultant”) for Plan Review, Construction Inspection & On Call Engineering Services on an as-needed part-time basis.

The Town of Smithfield reserves the right to reject any and all statements, to waive any technical defect or informality in the statements received, and to accept any of the statements deemed most favorable to the interest of the Town, to reject any or all statements. Accordingly, the Town shall select the firm it deems most qualified, based upon professional competence, technical merit, and experience with similar scope.

Evaluation Criteria

A selection committee shall be formed to review the overall aspects of each statement package received based on the evaluation criteria listed herein:

a. Overall compliance & understanding of the scope of services.
b. Technical resources available to the firm to address complex issues relative to WWTF operations, pump stations, collection systems.
c. Firm’s relative experience regarding waste water systems and municipal operations.
d. Qualifications of key personnel dedicated to project and their municipal waste water systems experience.
e. Relative municipal experience with regards to sewer authority/commission projects, goals and objectives.
f. Evaluation of references: Proposals packages shall include references from other municipalities that similar services that has been provided to relating to sewer systems and operations.
g. Understanding of Federal EPA and State RIDEM regulations governing the compliance with wastewater systems.

The statements will be evaluated and will be based upon the following criteria:

a. Proposer’s thorough and in-depth understanding of this RFP as indicated above in items (a-g) (10 points)
b. Demonstrated experience and expertise with similar projects as evidenced by FIRM'S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously. (20 points)
c. Assignment of staff (tiered chart of staff) (10 points)
d. Staff qualifications and certifications as applicable (15 points)
e. Form of statements (items a-h) (5 points)
f. Organization, thoroughness and statement presentation as submitted (10 points)
g. Firm’s current workload (10 points)
h. Matrix of applicable hourly rates (20 points)

100 points
The selection committee shall conduct an independent review of the statement packages and determine a meeting time to discuss the received statements. A decision shall be rendered by the committee and forwarded to the Town Manager and Sewer Authority for presentation to the Town Council to authorize the final notice of award of contract.

1.0 Plan Review:

All sewer design plans and calculations submitted to the Smithfield Sewer Authority for connection into the Smithfield sewage collection system shall be accompanied with a Sewer Connection Permit Application. The selected consultant shall review plans and calculations in accordance with Smithfield Sewer Ordinances, Section 294, and subsequent addendums or appendices. Further compliance with the Smithfield Sewer Authority Rules & Regulations Sec. A-361 of the Smithfield Code shall be the governing document for which all reviews shall comply with. Additionally, the selected consultant shall coordinate with the wastewater treatment facility operator to ensure project permit application compliance with the Industrial Pre-treatment Program, if applicable.

1.1 Typical sequence of events for Consultant Plan Review:

• Applicant/Developer submits three (3) copies of sewer design plans, calculations and a Sewer Connection Permit Application for a project to the Sewer Authority.
• The plans and calculations are forwarded to the consultant for review.
• Consultant is to develop an estimated review fee with a breakdown of man-hours required to complete the review and submits this estimate to the Sewer Authority in the form of a “Task Order” or similar method.
• The Sewer Authority will inform the applicant of this fee and once the fee has been posted by the applicant to the Town, the Task Order will be signed by the Town Engineer and forwarded to the Consultant for authorization to conduct review.
• Upon completion of the review and any subsequent revisions necessary by the applicant, by the Consultant, a letter of approval shall be provided along with two copies of the stamped plans to the Sewer Authority for distribution to the Applicant and retention by the Town.
• The Consultant will be paid directly by the Sewer Authority from monies posted by the Applicant for the review.
• *No deviation from this practice will be permitted and no fees are to be directly paid to the consultant by the applicant for review or inspection phase services. The Town shall solely act as the Financier for all monetary transactions between a project applicant and the selected consultant. Any deviation of this procedure to be discovered by the Sewer Authority shall be grounds for immediate termination of contract between the Town and the selected consultant.

2.0 Construction Inspection:

2.1 Inspection:

Construction Inspection is specific to construction activities such as: utility piping, backfilling, soil erosion and so forth. Construction inspectors will perform the standard duties associated with construction inspection to include but not be limited to pipelines, laterals, connections, backfill, pavement restoration; soil compaction & testing. Lateral location and recording on field cards shall also be required.
It is anticipated that certain activities will require constant inspection such as; the installation of pipelines, backfill & compaction, pavement reconstruction and soil erosion. Other items which remain visible after installation such as the some phases of pumping station construction do not require constant inspection.

2.2 **Invoicing:**
An estimated inspection fee shall be negotiated between the consultant and the applicant. A task order shall be developed for sewer design review and may be amended to include inspection at a later date. Similar to 1.1 above, the estimate shall be forwarded to the Smithfield Sewer Authority and all estimated fees are to be paid to the Town of Smithfield by the applicant prior to any start of review or inspection by the Consultant.

2.3 **Notice:**
The construction inspector shall be available for inspections with a thirty-six (36) hour notice. Approved design plans may be picked up at the Sewer Authority office or at the Consultant’s office. No less than four (4) hours shall be invoiced on each project for inspection services. In the event an inspector is required to visit two (2) or more sites in one (1) day, no more than eight (8) hours of “on site” inspection time shall be permitted on an invoice for one project and an additional amount of time for the other projects visited during the same day, unless overtime was authorized by the applicant or on-site contractor. In the case of an inspector visiting two (2) or more sites in one (1) day, the second or latter project(s) shall only be invoice for the time the inspector was on-site. In the event of overtime on a project, past an eight (8) hour day, written confirmation shall be provided by the owner, or site contractor where the overtime occurred for permission to bill past (8) hours.

2.4 **Coordination and Interpretations:**
The construction inspector shall be assigned to the project throughout the construction phase of the work at the discretion of the Sewer Authority or their authorized agent. Issues that require interpretation or clarification of the plans or specifications will be addressed by those responsible for the design and construction will be halted until all critical questions are answered. The construction inspector shall not make field clarifications that are substantive in nature or materially affect or change the outcome of the intended construction activity. The construction inspector shall be charged with the ability to cease all work should deviation from an approved plan or Sewer Authority Regulations be present. Upon cease of construction activities relating to sewer installation, the construction inspector shall notify the Town, they Consulting Engineer and the applicant will be notified as such.

2.5 **Daily Logs & Weekly Field Reports:**
In addition to the daily field logs kept by the construction inspector, a weekly report, which summarizes the activities, events, estimated quantities installed for the week, shall be submitted typewritten to the Town Engineer, or his designee. The logs shall include but not be limited to dates, times, locations, weather conditions, construction activity, equipment on site, quantities, results of testing, status of project and as-built plans. Field drawings showing the exact lateral locations shall be included. Standard index recording cards for sewer inspection shall be provided by the Smithfield Sewer Authority for residential sewer connections.
2.6 Meetings:  
Construction inspectors shall meet with the owner’s representative as required during the construction phase to discuss construction related issues.

2.7 Project Certification:  
Upon completion of all construction activities that have been inspected by the Consultant, the Consultant Engineer shall certify, in writing, to the Sewer Authority; completion of all work items witnessed under their observation and assurances that the work conforms to Smithfield Sewer Authority Standard Specifications.

3.0 Testing  
The inspector/engineer will witness the testing of sewer lines and appurtenances in accordance with the Smithfield Sewer Authority Rules & Regulations and standard specifications. The Consulting Engineer shall provide written and stamped documentation of the test/inspection results. If testing is not acceptable, the consulting engineer shall consider recommendation for corrective measures to be taken that shall be provided by the applicant or their contractor.

Testing of pipelines and pumping stations will be performed by the construction contractor, per Smithfield Sewer Authority specifications. The Consultant construction inspector will oversee such testing, as directed by the Sewer Authority.

4.0 Engineering Services  
On an as needed part-time basis engineering services shall include but not be limited to: review of sewer related design plans, flow calculations, pump station improvements, pump station calculations, wastewater treatment facility upgrades. The review of all plans and calculations should conform to a high standard of care with respect to engineering practices and in accordance with the Sewer Authority Rules & Regulations Standard Specifications. Further, such engineering services, on a project-by-project basis shall include but not be limited to the following reviews:

a. Adherence to all Smithfield Sewer Authority and State of RI Rules & Regulations  
b. Design flow calculations  
c. Specifications  
d. Facilities Planning  
e. Capital Improvements  
f. Emergency Design & Consulting Services  
g. Correspondence  
h. Clarification meeting(s) with developer/owner as required  
i. Meeting(s) with the Sewer Authority, and/or town officials to discuss technical issues as required.  
j. Any required systemic infrastructure improvements programmed in from year-to-year under Capital Improvements.

Approved plans shall be stamped by a licensed professional engineer in the State of RI & letter of recommendation will be forwarded to the Smithfield Sewer Authority.
5.0 **Examination of Request for Statement Documents:**

5.1 Before submitting statements, each firm must examine the Request for Qualifications Documents thoroughly, and familiarize themselves with Federal, State and local laws including but not limited to:
   a. Smithfield Sewer Authority Ordinance, Section 294 and subsequent Addenda, A-361
   b. Smithfield Sewer Authority Rules & Regulations
   c. Smithfield Sewer Authority Industrial Pretreatment Program
   d. Any applicable State or Federal documents that supersede the governing, enforceable documents for the Smithfield Sewer Authority.

5.2 Statement specifications may be obtained through the Town’s website at [www.smithfieldri.com/bids](http://www.smithfieldri.com/bids).

5.3 **The Sewer Authority will conduct a Mandatory Pre-Qualification Conference on March 11, 2019 at 10:00 AM in the Smithfield Town Hall, Town Council Chambers.**

5.3 All applicable Federal, State, and local codes.

6.0 **Interpretations:**

6.1 All questions about the meaning or intent of the Request for Qualifications Documents shall be received in writing by the Smithfield Sewer Authority, a minimum of seven (7) days prior to the statement openings.

6.2 *Written* clarifications or interpretations will be issued, if requested by Addenda, not later then four (4) calendar days before the proposal opening date. Only questions answered by formal *written* Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be e-mailed with read and return receipt requested, only to all parties recorded as having attended the mandatory pre-qualification conference.

7.0 **Town of Smithfield/Smithfield Sewer Authority Involvement During the Project:**

7.1 It is clearly understood that the office staff personnel of the Town of Smithfield/Smithfield Sewer Authority will have limited involvement in the Project. The responding firms are required to provide all field services and office services in performing the engineering Consulting Construction Management Services and all other appurtenant services to complete the requirements of the project.

7.2 Town of Smithfield/Smithfield Sewer Authority will not provide any Design or Field Service for the project. The staff of the Town of Smithfield/Smithfield Sewer Authority will assist in data collection on existing Sewer Authority records only and not from any other sources. It is clearly understood that the Consultant is responsible for the entire Project.

8.0 **contract administration:**

Contract Administration Services shall contain the following services at a minimum:
8.1 General Administration of Construction Contract—Proposer shall provide services to act as the owner’s representative, as supplied in the contract documents on the construction of the project.

8.2 Consultant shall make visits to the site as contracted depending on the type of construction. A written report record of the visit shall be provided to the Smithfield Sewer Authority upon completion of each visit, as detailed under Section 2.0, Construction Inspections.

8.3 Inspection and Tests - Consultant shall review all certificates of inspections and tests and render decisions of that review in writing by the requirements of the contract documents.

9.0 FEE SCHEDULE

The Consultant shall provide a schedule of applicable fees on an hourly basis to be supplied in a separate sealed envelope. The schedule shall include but not be limited to hourly rates for Administrative Staff, Project Engineers, Project Managers, Construction Inspectors and any other variations of key personnel or management applicable to the billing of any given project. There is no lump sum total fee for this Request for Qualifications. The 3-year contract for the identified services shall be billed at, as needed on individual assignments using the identified master service agreement of fees as authorized in the fee matrix of hourly rates.

9.1 Private Parties

Private parties will be billed directly by the Town of Smithfield prior to plan review and inspection services. All monies will be paid to the Town by the applicant prior to any review or inspections by the consultant. The firm will invoice the Town for Services rendered and the firm will be provided payment with the fees tendered from the applicant. The Town shall act as the financier of all monetary transactions. In no such form shall the applicant make payment directly to the selected consultant and in no such form shall the selected consultant invoice the applicant for services rendered. Any such violation from this provision shall be grounds for termination of contract.

Note: the consultant will not be permitted to review or inspect a project until all applicable respective fees have been paid in full by an applicant to the satisfaction of the Town.

10.0 TERM, SPECIAL REQUIREMENTS & CONDITIONS

The services described herein shall be for an initial term of three (3) years, commencing on or around June 1, 2019 through May 31, 2022. The fees quoted in response to this qualification statement as outlined in Section 10.0 shall remain constant for the duration of the initial term. Subsequently, the Agreement may be renewed for three (3), one (1) year terms, commencing June 1, 2022 by mutual agreement of both parties. Should the Sewer Authority and the Engineer agree to extend the term, Section may be amended based on the prevailing Consumer Price Index (CPI) for the Northeast Region.

10.1 This project will be carried out under an Engineering Contract or Agreement, and as such, professional engineering registration in the State of Rhode Island will be required for the Project Director.
10.2 Insurance (Architectural, Engineering, and Liability) shall be required in accordance with state and local statutes and regulations as follows:
   a. General Liability in the amount of Two million dollars ($2,000,000) each occurrence.
   b. RI worker’s Compensation and Employee’s Liability insurance in the amount of Two Million Dollars ($2,000,000) each accident.
   c. Professional Liability Insurance (including Errors & Omissions) in the amount of Two Million Dollars ($2,000,000).

10.3 Notice of Insurance Payment/Default: The Consultant’s insurance company/agent will furnish to the Town of Smithfield any notice of non-payment of premium as well as notification to the Consultant. The Town of Smithfield should be kept apprised of any default in any insurance payment.

10.4 The Town of Smithfield shall be additionally named an insured party in the title holder box on the Certificate of Insurance.

10.5 Said consultant shall be duly authorized with a certificate of authorization to conduct engineering related business in the State of Rhode Island.

Any questions regarding this RFQ may be addressed to Kevin Cleary, PE, LSIT, Town Engineer at (401) 233-1041; the Town Purchasing Agent, Carolyn Dorazio at 233-1009; or the Smithfield Sewer Authority.
Smithfield Sewer Authority
RFQ for Sewer Plan Review, Construction Inspection and On-Call Engineering Services
Evaluation Criterion

Date: March-April, 2019

Consultant Firm Name:

a. Understanding of Scope of Services
   (10 Points)

b. Relevant Experience (number of years & similar communities)
   (20 Points)

c. Staff commitment to service (number of employees)
   (10 Points)

d. Staff Qualifications
   (15 Points)

e. Form of Statement Compliance
   (Items a-h – 5 Points)

f. Organization – Thoroughness
   (10 Points)

g. Current Workload
   (10 Points)

h. Fee Proposal Hourly Matrix
   (20 Points)

Comments:
As a clarification to the advertised Request for Qualifications related to the subject project, this addendum shall clarify the following:

1. Revised Scope of Service, Evaluation Criteria, as indicated in the RFQ Pages 4 & 5, remove and replace with the following:

   A selection committee shall be formed to review the overall aspects of each statement package received based on the evaluation criteria listed herein:
   a. Overall compliance & understanding of the scope of services.
   b. Technical resources available to the firm to address complex issues relative to WWTF operations, pump stations, collection systems.
   c. Firm’s relative experience regarding waste water systems and municipal operations.
   d. Qualifications of key personnel dedicated to project and their municipal waste water systems experience.
   e. Relative municipal experience with regards to sewer authority/commission projects, goals and objectives.
   f. Evaluation of references: Proposals packages shall include references from other municipalities that similar services that has been provided to relating to sewer systems and operations.
   g. Understanding of Federal EPA and State RIDEM regulations governing the compliance with wastewater systems.

   The statements will be evaluated and will be based upon the following criteria:

   a. Proposer’s thorough and in-depth understanding of this RFP as indicated above in items (a-g) (10 points)
   b. Demonstrated experience and expertise with similar projects as evidenced by FIRM’S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously. (20 points)
   c. Assignment of staff (tiered chart of staff) (10 points)
   d. Staff qualifications and certifications as applicable (15 points)
e. Form of statements (items a-h) (5 points)

f. Organization, thoroughness and statement presentation as submitted (10 points)

(15 points)

g. Firm’s current workload (10 points)

h. Matrix of applicable hourly rates (20 points)

0 points

100 points

The selection committee shall conduct an independent review of the statement packages and determine a meeting time to discuss the received statements. A decision shall be rendered by the committee and forwarded to the Town Manager and Sewer Authority for presentation to the Town Council to authorize the final notice of award of contract.
TOWN of SMITHFIELD

SEWER AUTHORITY
State of Rhode Island

Terms and Requirements for Qualification Statements

ADDENDUM #2

SEWER AUTHORITY PLAN REVIEW, CONSTRUCTION INSPECTION & ON CALL ENGINEERING SERVICES

TOWN OF SMITHFIELD, RI

March 6, 2019

As a clarification to the advertised Request for Qualifications related to the subject project, this addendum shall clarify the following:

1. Revised Scope of Service, Evaluation Criteria, as indicated in the RFQ Pages 4 & 5 and in Addendum #1 issued on 03/05/2019; remove and replace with the following:

A selection committee shall be formed to review the overall aspects of each statement package received based on the evaluation criteria listed herein:

a. Overall compliance & understanding of the scope of services.
b. Technical resources available to the firm to address complex issues relative to WWTF operations, pump stations, collection systems.
c. Firm’s relative experience regarding waste water systems and municipal operations.
d. Qualifications of key personnel dedicated to project and their municipal waste water systems experience.
e. Relative municipal experience with regards to sewer authority/commission projects, goals and objectives.
f. Evaluation of references: Proposals packages shall include references from other municipalities that similar services that has been provided relating to sewer systems and operations.
g. Understanding of Federal EPA and State RIDEM regulations governing the compliance with wastewater systems.

The statements will be evaluated and will be based upon the following criteria:

a. Proposer’s thorough and in-depth understanding of this RFP as indicated above in items (a-g) (10 points)
   (20 points)
b. Demonstrated experience and expertise with similar projects as evidenced by FIRM’S apparent ability to supply qualified staff and demonstrated accuracy in reporting documentation for a range of different project management, testing and inspection assignments performed simultaneously. (20 points)
   (25 points)
c. Assignment of staff (tiered chart of staff) (10 points)
d. Staff qualifications and certifications as applicable (15 points)
e. Form of statements (items a-h) (5 points)

f. Organization, thoroughness and statement presentation as submitted (10 points)

(15 points)

100 points

g. Firm's current workload (10 points)

h. Matrix of applicable hourly rates (20 points)

0 points

The selection committee shall conduct an independent review of the statement packages and determine a meeting time to discuss the received statements. A decision shall be rendered by the committee and forwarded to the Town Manager and Sewer Authority for presentation to the Town Council to authorize the final notice of award of contract.
10.2 Insurance (Architectural, Engineering, and Liability) shall be required in accordance with state and local statutes and regulations as follows:
   a. General Liability in the amount of Two million dollars ($2,000,000) each occurrence.
   b. RI worker's Compensation and Employee's Liability insurance in the amount of Five-Hundred Thousand Dollars ($500,000) each accident.
   c. Professional Liability Insurance (including Errors & Omissions) in the amount of Two Million Dollars ($2,000,000).

10.3 Notice of Insurance Payment/Default: The Consultant's insurance company/agent will furnish to the Town of Smithfield any notice of non-payment of premium as well as notification to the Consultant. The Town of Smithfield should be kept apprised of any default in any insurance payment.

10.4 The Town of Smithfield shall be additionally named an insured party in the title holder box on the Certificate of Insurance.

10.5 Said consultant shall be duly authorized with a certificate of authorization to conduct engineering related business in the State of Rhode Island.

Any questions regarding this RFQ may be addressed to Kevin Cleary, PE, LSIT, Town Engineer at (401) 233-1041, the Town Finance Director, Jason Parelee at 233-1005 or the Smithfield Sewer Authority.
TOWN of SMITHFIELD

SEWER AUTHORITY
State of Rhode Island

Terms and Requirements for Qualification Statements

ADDENDUM #3

SEWER AUTHORITY PLAN REVIEW, CONSTRUCTION INSPECTION & ON CALL ENGINEERING SERVICES

TOWN OF SMITHFIELD, RI

March 12, 2019

As a clarification to the advertised Request for Qualifications related to the subject project, this addendum shall clarify the following:

1. Revise item #5 on the Pre-Proposal Conference Agenda to “Proposals must include: - as defined in the Scope of Services and parts 1 through 4.”

2. Remove and replace page #3, Statement Blank of the RFQ, with the page 3A attached, whereby name of surety company was revised to insurance company.

3. Remove and replace page #10 of the RFQ, with the page 10A attached, whereby item 10.2 was revised to require RI Workers Compensation and Employees Liability insurance in the amount of five-hundred thousand dollars. This requirement is due to the service being a professional service, not a construction service.
# TOWN OF SMITHFIELD
State of Rhode Island

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3A
TOWN OF SMITHFIELD
SMITHFIELD SEWER AUTHORITY
PROFESSIONAL SERVICES – REQUEST FOR QUALIFICATIONS
PLAN REVIEW, CONSTRUCTION INSPECTION & ON-CALL ENGINEERING

MANDATORY PRE-PROPOSAL CONFERENCE

AGENDA
10:00 A.M.
March 11, 2019

Identifications

Owner: Town of Smithfield
64 Farnum Pike
Smithfield, Rhode Island 02917
Telephone: (401) 233-1041
Contact: Kevin Cleary, PE, LSIT, Town Engineer
Email: kcleary@smithfieldri.com

Objectives:

1. The purpose of the Pre-Proposal Conference is to answer questions from interested consultants relating to the advertised request for qualifications and any information the Town of Smithfield currently has on file for these services.

   It is extremely important to note that statements must be based solely on information contained in the RFQ, including any addenda. Nothing stated in this meeting modifies the RFQ, unless it is followed up in the context of an Addendum.

2. There have been two (2) addenda issued to date for this service request. Any addenda must be acknowledged in the Qualification Submission. Oral statements may not be relied upon and will not be binding or legally effective. Any questions relative to the project, plans or specifications shall be submitted in writing, via letter or email, to the Town Engineer at kcleary@smithfieldri.com

3. The location for this service is town-wide in the areas of Smithfield that are services with public sewers. The services requested are summarized in the RFQ.

4. The project is funded by the Town of Smithfield, Sewer Authority.

5. Proposals must include:
   - As defined in Section VII Scope of Services and parts 1 through 4 of the RFQ.
TOWN OF SMITHFIELD
SMITHFIELD SEWER AUTHORITY

PROFESSIONAL SERVICES – REQUEST FOR QUALIFICATIONS
PLAN REVIEW, CONSTRUCTION INSPECTION & ON-CALL ENGINEERING

MANDATORY PRE-PROPOSAL CONFERENCE

AGENDA

6. Proposals are due at 10:00 A.M., March 22, 2019 at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 in the Office of the Finance Director and will be opened shortly thereafter.

7. The service contract, if awarded, will be awarded to the most qualified respondent within 90 days of the proposal opening.

8. Proposers wishing to institute any additional site visits should contact the Town of Smithfield, Kevin Cleary, PE, LSIT

9. Prospective respondents are required to familiarize themselves with the scope of the services.

10. Project Request for Qualifications can be downloaded (no hard copies available): http://smithfieldri.com/bids/

11. The last date/time to submit questions is March 15, 2019 by close of business.

12. This is a Mandatory Pre-Proposal Conference, Interested Consultants shall sign the attendance sheet. This attendance sheet will be attached to an issued addenda.

13. Q&A
TOWN OF SMITHFIELD, RHODE ISLAND
SITTFIELD SEWER AUTHORITY
PROFESSIONAL SERVICES FOR PLAN REVIEW, CONSTRUCTION INSPECTION
AND ON-CALL ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS

MANDATORY PRE-PROPOSAL CONFERENCE – March 11, 2019, 10:00 AM
SIGN-IN-SHEET

PROPOSALS DUE DATE: March 22, 2019 at 10:00 am

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<tr>
<td>James Jackson</td>
<td>CDI McQuire</td>
<td>117 Chapel St.</td>
<td>401.437.6611</td>
<td><a href="mailto:James.jackson@cdimiqurce.com">James.jackson@cdimiqurce.com</a></td>
</tr>
<tr>
<td>KEVIN SCHOTT</td>
<td>CDM Smith</td>
<td>260 W. Exchange St. Suite 300</td>
<td>401.457.0313</td>
<td><a href="mailto:Schottkw@cdsmith.com">Schottkw@cdsmith.com</a></td>
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<tr>
<td>IAN MEAD</td>
<td>Tighe &amp; Bond</td>
<td>300 W. Exchange St. Suite 300</td>
<td>508.572.5214</td>
<td><a href="mailto:imead@tighebond.com">imead@tighebond.com</a></td>
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<td>Tom Simbro</td>
<td>Wright-Pierce</td>
<td>10 Dorrance Stree, St. 840</td>
<td>401.808.8383</td>
<td><a href="mailto:tom.simbro@wright-pierce.com">tom.simbro@wright-pierce.com</a></td>
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<tr>
<td>Ryan Bodnaruk</td>
<td>Wright-Pierce 10 Dorrance St, Suite 840, Providence, RI 02803</td>
<td>401.808.9307</td>
<td><a href="mailto:Ryan.Bodnaruk@wright-pierce.com">Ryan.Bodnaruk@wright-pierce.com</a></td>
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<tr>
<td>James Geremian</td>
<td>Geremian &amp; Assoc Inc 272 West Exchange St Providence RI 02903</td>
<td>401-454-7000</td>
<td>Jim@Geremian Engineering.com</td>
<td></td>
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<tr>
<td>Tim Thies</td>
<td>Pare Corporation 5 Blackstone Valley Pl Lincoln, RI 02865</td>
<td>401-334-4100</td>
<td><a href="mailto:Thies@parecorp.com">Thies@parecorp.com</a></td>
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<tr>
<td>Guy Russo</td>
<td>Prime A.E 100 Great Meadows Rd 616th Floor Wethersfield, CT 06107</td>
<td>860-516-6499</td>
<td><a href="mailto:GRusso@PrimeENG.com">GRusso@PrimeENG.com</a></td>
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<tr>
<td>Hugh Neenan</td>
<td>Prime AE Group, Inc. 640 Geo. Wash, Hwy Bldg A Suite 205 Lincoln, RI 02865</td>
<td>401-200-8530</td>
<td><a href="mailto:hneenan@Prime-Eng.com">hneenan@Prime-Eng.com</a></td>
<td></td>
</tr>
</tbody>
</table>
DATE: August 13, 2019

TO: Smithfield Town Council

FROM: Michael Phillips, Town Planner

RE: Request for Qualifications (RFQ) for Planning Consulting Services related to Updates of the Housing Strategies of the Comprehensive Community Plan

Based on recommendations from the Planning Board and the Town Council the attached RFQ for Planning Consulting services has been prepared. The scope of work calls for the consultant to work with the Planning Department and Planning Board to assess housing strategies found in the housing element of Comprehensive Community Plan. Based on this assessment the consultant will be asked to develop alternative strategies for achieving the 10% LMI threshold mandated in the Low and Moderate Income Housing Act.

Responses from planning firms are due on September 13th and we would hope to have a recommendation for an award of the contract to the Town Council by October 1st and no later than October 15th.

Recommended Motion: That the Smithfield Town Council authorizes a request for qualifications (RFQ) for Planning Consulting Services to assess and update the housing strategies of the Comprehensive Community Plan.
REQUEST FOR QUALIFICATION STATEMENTS

Terms and Requirements

**Item Description:**

**AMENDMENTS TO THE HOUSING SECTION OF THE COMPREHENSIVE COMMUNITY PLAN**

Date and Time to be Opened: **Friday September 13, 2019, at 10:00 AM**

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

**INSTRUCTIONS**

1. Qualified Statements must be sealed in an envelope clearly labeled with the above-captioned item description of work. The Qualification Statement envelope and any information relative to the Qualification Statement must be addressed to the Office of the Purchasing Agent, 64 Farnum Pike, Smithfield, RI 02917.

2. Qualification Statements must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.

3. Qualification Statement responses must be in ink or typewritten.

4. The price or prices in the separate Fee Proposal envelope should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.

5. Fee proposals **SHOULD BE TOTALED WHEN APPLICABLE**. Do not group items: price each item individually as instructed herein.

6. Each Proposer is required to state in their Qualification Statement their full name and place of residence or business, and must state the names of persons or firms with whom he/she is submitting a joint Qualification Statement. All Qualification Statements **SHOULD BE SIGNED IN INK**.

7. One original Qualification Statement and **five (5) copies** shall be submitted.
NOTICE TO QUALIFIED VENDORS

1. The Town of Smithfield, Rhode Island (hereinafter referred to as the “Town”) reserves the right to reject any and all statements, to waive any technical defect or informality in the statements received, and to accept any of the statements deemed most favorable to the interest of the Town.

2. No statements will be accepted if made in collusion with any other bidder.

3. The Town of Smithfield reserves the right to reject any and all Qualification Statements.

4. Statements specification may be obtained through the Town’s website at www.smithfieldri.com/bids.

5. A firm 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 7-1.1-99, 7-1.1-105, 7-1.1-106 and shall provide a certification of authorization to conduct business as a firm according to R.I. Gen. Laws, as amended, Sections 5.8.

6. Copies of Qualification Statements may be obtained by all responders attending the formal statements opening. After a reasonable lapse of time, tabulation statements may be seen on the Town’s website (www.smithfieldri.com/bids). Vendors are advised that all materials submitted to the Town of Smithfield for consideration in response to this RFQ 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 RFQ 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.

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 firm will not be permitted to either assign or underlet the contract, nor assign legally or equitably and moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.

9. A certificate of insurance shall be required of a successful firm within 5 days of contract award, in which the Town of Smithfield is named an additionally named insured in the title holder box. The Certificate shall provide that the Town will be given at least thirty (30) days advance notice of policy cancellation.
10. Work shall not start without a “Notice to Proceed” from the Town of Smithfield.

11. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager, or his designee.

12. Awards will be made within sixty (60) days of proposal opening. All proposed costs will be considered firm unless qualified otherwise. Requests for price increases will not be honored.

13. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

14. The successful firm shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker’s Compensation Act Title 28, Section 1, et seq. (R.I.G.L.). If the successful firm is exempt from compliance under the Worker’s Compensation Act, an officer of the successful consultant shall so state by way of sworn Affidavit which shall accompany the signed contract.

15. The successful firm shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful Firm will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third persons, or their agents, servants and/or claimed under them.

16. 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 Laws Sec. 37-13-1 et. seq. as amended).

17. Selection shall be made in accordance with Section IV, Evaluation Procedure and Selection Criteria, attached hereto.
INSTRUCTIONS

1. Prospective firms shall submit sealed Statements in an envelope clearly labeled with your company name, and plainly marked “Town of Smithfield Request for Qualifications for Amendments to the Housing Section of the Comprehensive Community Plan.” The Statement 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. Firms must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.

3. Firm’s response must be in ink or typewritten (Word.doc, etc.), and all blanks on the statement form should be completed.

4. Each Firm is required to state in their statement their full name/company name and place of residence or business; and must state the names of persons or firms with whom they are submitting a joint statement. All Statements SHOULD BE SIGNED IN INK.

5. One original and five (5) copies of statement package, excluding fee proposal, shall be submitted along with an electronic disk or CD of the proposal.
I. Introduction

The Town of Smithfield is soliciting qualifications from qualified firms to provide professional planning services to review the housing element and assess the effectiveness of the strategies for achieving a 10% Low and Moderate Income Housing Plan.

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

Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the submission.

II. Background

The Town of Smithfield is situated on the urban fringe next to the more densely populated Towns of Johnston and North Providence. Population movements from these areas to more suburban and rural areas, such as Smithfield, have been noted as a trend that will continue into the future (Rhode Island Housing Consolidated Plan 2010-2015). However, between 2000 and 2010, population increased by only 2.8% to 21,430 residents and to 21,513 by 2015. The residential growth rate of the early 2000’s saw the number of new dwelling units built per year fall from a high of 84 units in 2003 to an average of just over 20 units between 2008-2011. Since 2016, building rates have returned to near 20 year averages of approximately 42 units per year.

The most important factors determining Smithfield’s land use patterns have been accessibility to Providence, transportation routes and patterns, and geography. New residential building followed the suburban pattern; detached single-family ranch, split level, and Cape Cod houses on moderately-sized lots in large, single-use tracts. The open spaces between mill villages were at least partially filled by such tract development. In the 1940’s and 1950’s, most suburban development occurred in the southern part of Town, near Esmond, Georgiaville, and Greenville. In the 1970’s, development started to shift toward the Limerock area. Newer residential development also includes some condominiums, particularly in the southwest corner of Town and near the Stillwater Reservoir.

The Town has identified the Route 7/116 corridor (Corridor) as a growth center. This area contains all the necessary components of a growth center; it is largely served by municipal water and sewer, it has good access to Route 295, Route 7 and Route 116, is serviced by RIPTA and has significant area available for the development of office, light industrial and residential uses. Most importantly, it has an established base of corporate businesses and institutions such as Fidelity, Citizens, Navigant, FGX, Bryant University that have the ability to attract similar types of businesses to the area.
a. Affordable Housing

The current LMI housing supply in Smithfield amounts to 409 units. There are 290 existing units of elderly household compared to 27 LMI family units and 92 special needs units. Based on this 2015 ACS figure for total year-round housing units of 7,585, the Town has a LMI deficit of 349 units. Today’s supply of elderly rental and special needs rental housing meets the stated need for both current and estimated future supply of LMI units in those categories. Therefore, LMI housing development for families is the priority going forward.

b. Affordable Housing Strategies

The Town adopted its Low and Moderate Income Housing Plan in April 2005. The plan contained 9 key strategies for achieving the 10% LMI threshold as required under the Low and Moderate Income Housing Act (Act). These strategies were later incorporated into the housing chapter of the Town’s Comprehensive Community Plan adopted in 2006 and are included in the current version of the Plan, adopted in 2016.

These strategies are based on the Town’s stated Vision and Goals, and the Policies designed to achieve these Goals. The Plan presents quantitative estimates of the number of low and moderate income housing units expected to be generated by each strategy; the parties responsible for implementing each strategy; the timeframe for implementation; and the resources required to achieve them.

The table below shows the Town’s progress toward achieving the 10% threshold since it began implementing the strategies outlined in the plan.

<table>
<thead>
<tr>
<th>Comprehensive Permit/LMI Projects</th>
<th>LMI Units</th>
<th>Total Units</th>
<th>% LMI</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whipple Creek (CP)</td>
<td>16</td>
<td>16</td>
<td>100%</td>
<td>No Activity</td>
</tr>
<tr>
<td>Dean Pines Affordable (CP)</td>
<td>15</td>
<td>34</td>
<td>44%</td>
<td>All units should be counted</td>
</tr>
<tr>
<td>Dean Estates Affordable (CP)</td>
<td>8</td>
<td>31</td>
<td>25%</td>
<td>5 of 9 LMI units occupied - Should be counted in 2018 report.</td>
</tr>
<tr>
<td>Georigiaville Village Green</td>
<td>42</td>
<td>42</td>
<td>100%</td>
<td>On schedule for occupation by the end of 2019 or early 2020.</td>
</tr>
<tr>
<td>Country Hill (CP)</td>
<td>5</td>
<td>12</td>
<td>42%</td>
<td>All LMI units Counted</td>
</tr>
<tr>
<td>The Oaks (TC)</td>
<td>4</td>
<td>32</td>
<td>13%</td>
<td>All LMI units occupied – Should be counted in 2018 report.</td>
</tr>
<tr>
<td>Cardinal Hill (TC)</td>
<td>2</td>
<td>16</td>
<td>13%</td>
<td>Permits should be issued Spring 2019</td>
</tr>
<tr>
<td>Stillwaters Place/ Cove</td>
<td>3</td>
<td>32</td>
<td>9%</td>
<td>Off-site units expected in 2019-2020</td>
</tr>
<tr>
<td>Stone Post Estates (IZ)</td>
<td>3</td>
<td>15</td>
<td>20%</td>
<td>Inclusionary Subdivision – 1 unit counted – 1 pending and Fee in-lieu of 1-Unit</td>
</tr>
<tr>
<td>The Residence at Lime Rock (ZC) (IZ)</td>
<td>6</td>
<td>28</td>
<td>20%</td>
<td>All LMI units occupied or under construction – Should be counted in 2018 report.</td>
</tr>
<tr>
<td>Stillwater Village (Mixed Use) (ZC) (IZ)</td>
<td>62</td>
<td>309</td>
<td>20%</td>
<td>Master Plan approved 2015 (No activity)</td>
</tr>
<tr>
<td>35 Smith Avenue Subdivision (ZV)</td>
<td>1</td>
<td>4</td>
<td>25%</td>
<td>1 LMI unit occupied - Should be counted in 2018 report.</td>
</tr>
</tbody>
</table>
Strategies #1 & #2 of the affordable housing plan call for the Town to promote development of LMI housing in areas of town that are supported by municipal infrastructure and, that are accessible to the transportation system. To promote the development with these areas, sites found to be generally suitable for development have been identified and increased density provisions are available based on the percentage of LMI housing proposed (See Table H-25 and Figure H-10). While these strategies have yielded a number of successful LMI projects, controversy regarding targeting specific sites and providing increased density has led the Town to reassess these strategies.

**III. Scope of Work**

The successful Consultant will be tasked with reviewing the housing element and assessing the effectiveness of the strategies for achieving the 10% threshold. While the consultant will be asked to assess all of the affordable housing strategies in the plan, emphasis should be placed on assessing Strategies #1 & #2. The Consultant should consider a range of possible alternatives that may include: a reassessment of selected sites, elimination of certain sites, addition of sites or elimination of the strategy altogether. The total number of new units, new LMI units expected under any proposed strategy, and the timeline for development of those units should be detailed as shown in Table H-26 and Table H-27 in the Comprehensive Plan.

The Consultant will be responsible for providing the Town with the necessary data relative to any new or revised strategies proposed that will allow the Town to update all the tables, statistical information and forecasts in compliance with Guidance Handbook #5: Planning for Housing, Revised June 2018, RI DOA.

**a. Additional Requirements:**

1. Draft goals and policies and specific actions for implementation for the Housing element, and make recommendations for amendments to the Zoning Ordinance where appropriate.
2. Review draft plan revisions goals, policies and implementation actions with the Planning Board. A minimum of three (3) nights of workshops should be anticipated. Meetings with Town staff shall be on an as-needed basis.
3. Conduct a series of Planning Board public hearings, including hearings to formulate a recommendation to the Town Council on adoption of the proposed revisions to the plan and adoption hearings before the Town Council. A joint Planning Board and Town Council
public hearing may be considered. A minimum of four (4) nights of public hearings should be anticipated.

4. Prepare informational handouts, draft reports, and associated maps and graphic materials in the form of PowerPoint presentations. Maps and graphic materials shall also be displayed for public viewing prior to and following meetings.

IV. Statement Contents

The proposals shall include the following information:

1. Summary Overview of the Proposal.
2. Description of the consultant’s relevant experience.
3. Consultant’s philosophy and project approach.
4. Detailed schedule to fit into the broad schedule outline.
5. Resumes of the project team assigned to the project, identifying the team leader, personnel roles and responsibilities on this project, their commitment in time to the project, and their associated professional vitae.
6. Insurance requirements. The Town of Smithfield requires all consultants to carry professional liability insurance for errors and omissions at a minimum coverage of $1,000,000. The Town shall be named as an additional insured. Proof of such insurance coverage is required prior to execution of any contract with the consultant.
7. Letters of recommendation for individual professionals and for the firm, including sub-consultants, if any, and contact information for references including names, titles, and telephone numbers.
8. Summary examples of recently completed comprehensive planning projects, or other demonstrated professional expertise in the field of comprehensive community planning, housing etc.
10. Legal Proceedings: Interested prime vendors must list and explain any and all legal proceeding or administrative proceeding or arbitration currently pending involving your firm or to which your firm of any of its principals, members or employees are a party.
11. Financial Statement: Please submit a reviewed financial statement for the most recent fiscal year. The financial information submitted shall remain confidential and shall not be public record.
12. Fee Proposal: See Attachment A
13. Familial Relationship Affidavit: See Exhibit B for the Familial Relationship Affidavit. All respondents must complete this form.
14. Certificate of Non-Collusion: See Exhibit C for the Certificate of Non-Collusion. All respondents must complete this form.

Interested vendors must submit responses to provide the goods and/or services covered by this RFQ on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time shall not be accepted.

Submissions should be mailed or hand-delivered in a sealed envelope marked: “AMENDMENTS TO THE HOUSING SECTION OF THE COMPREHENSIVE COMMUNITY PLAN” to:
NOTE: Submissions misdirected to other locations or those not presented to the Office of the Purchasing Agent by the scheduled due date and time shall be determined to be late and shall not be accepted. Submissions faxed or emailed to the Town of Smithfield shall not be accepted.

V. Evaluation Procedure and Selection Criteria

Submissions shall be reviewed by a technical evaluation committee comprised of members of the Planning Department and Town of Smithfield Planning Board and others as appointed by the Town Manager.

Proposals will be examined and technically evaluated based on the factors presented below. It is the responsibility of the CONSULTANT to provide information, evidence or exhibits which clearly demonstrate the ability to satisfactorily respond to the project requirements and the factors listed below.

A. Company Qualifications and Experience (Maximum 30 points)
Specialized experience is required of the company in a series of work areas - proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required work:
1. Experience demonstrated on similar projects.
2. Knowledge of current affordable housing issues and strategies for addressing gaps in the affordable housing supply.
3. The ability to provide the necessary skills and expertise from in-house resources.
4. Methods for assuring work quality, project oversight and cost control.
5. Ability to undertake and complete work for each milestone in the required time period.

B. Project Understanding (Maximum 25 points)
The bidder must demonstrate a comprehension of the role and function of this contract in meeting the needs of the Town.
1. Response to all elements requested in the RFQ.
2. Clarity of the submittal.
3. Understanding of the project scope of work.

C. Performance Record of Firm (Maximum 20 points)
A list of references with similar projects must be provided and include company name, contact name, and telephone number.

D. Public Presentations and Outreach (Maximum 25 points)
Demonstrated ability to make effective public presentations and conduct successful community outreach on community planning issues. Examples from other projects must be provided.
E. Cost Submission

Fees for professional services shall be negotiated, following vendor rankings.

Responses will be evaluated on the basis of the relative merits of the submission, and firms will be ranked in order of responsiveness. The top firm will be selected and enter into fee negotiations with the Town of Smithfield. If an agreement cannot be reached between these parties, the Town of Smithfield may elect to enter into negotiations with the next highest ranked firm.

VI. Reservation of Rights

The Town of Smithfield reserves the right to:

- Award this contract in whole, or in part, and reject any and all Proposals;
- Award this contract without interviews on the basis of the decisions made in reference to the selection criteria;
- Seek the assistance of outside technical experts in proposal evaluation;
- Approve or disapprove the use of particular subcontractors;
- Remedy technical errors in the Request for Qualifications "RFQ" process;
- Negotiate with some, all, or none of the respondents;
- Solicit best or final offers from all or some of the respondents;
- Award a contract to one or more respondents;
- Accept an offer other than the lowest price offer;
- Waive informalities and irregularities in statements and the RFQ process;
- Cancel or not award contract if anticipated funding (State and/or Local) is not available;
- Investigate the qualifications of any respondents under consideration;
- Require confirmation of information furnished by a respondent;
- Require additional evidence of qualifications to perform the work described in this Request for Qualifications.

The RFQ does not commit the Town of Smithfield to enter into a contract nor does it obligate the Town to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Town has the option of cancelling the project or of issuing a new Request for Qualification Statements.

VII. Receipt of Proposals:

No Bidder's conference will be held.

A. The proposal (6 hard copies and one digital copy in Adobe Acrobat (pdf) format must be submitted in a sealed package by 10:00 o'clock AM local time on ________________ at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917, and addressed to the Purchasing Agent.

The proposal shall be placed in a sealed package marked with your company name, and plainly marked in the lower left-hand corner “Town of Smithfield - Request for Qualifications for Amendments to the Housing Section of the Comprehensive Community Plan.”
The **cost proposal** (one hard copy) shall be placed within the package in a separate sealed envelope marked *with your company name* and marked "**COST PROPOSAL - Town of Smithfield Proposal - Hold for Post Evaluation.**"

B. Fee Proposal Form (Attachment A)

C. Familial Relationship Affidavit (Exhibit B)

D. Certificate of Non-Collusion (Exhibit C)

It is the responsibility of the Proposer to see that the proposal is delivered within the time and at the place specified.

Notwithstanding the above, the Town of Smithfield reserves the right to accept or reject any or all submissions, to waive any formalities, and to award in the Town's best interest.

Submissions found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

Any questions regarding this RFQ may be addressed to:

Michael Phillips  
Town Planner  
Town of Smithfield  
64 Farnum Pike  
Smithfield, RI 02917  
mphillips@smithfieldri.com  
Phone # (401) 233-1017 Michael Phillips, Town Planner

or to the Town Purchasing Agent, Carolyn Dorazio at 233-1009, cdorazio@smithfieldri.com.
ATTACHMENT A

(Enclose in sealed envelope entitled “Fee Proposal”)

Fee Proposal Form

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<thead>
<tr>
<th>Item Description:</th>
<th>AMENDMENTS TO THE HOUSING SECTION OF THE COMPREHENSIVE COMMUNITY PLAN</th>
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</thead>
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Date and Time to be OPENED: ________________ at 10:00 AM

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<tr>
<th>VENDOR NAME:</th>
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<tbody>
<tr>
<td>VENDOR ADDRESS:</td>
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<tr>
<td>CITY, STATE, ZIP:</td>
</tr>
<tr>
<td>Soc. Sec. # or Fed. ID #</td>
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</table>

Applicable Project Fee:
(Not to Exceed)

$_________________________________________ (Numerical)

$______________________________________________(In Words)

Delivery Date: ______________

List the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.

PHONE____________________________              FAX_______________________________

EMAIL________________________________________
______________________________________________________________________________

CONTACT PERSON NAME     TITLE
__________________________________  ________________________________________________

CONTACT PERSON SIGNATURE
<table>
<thead>
<tr>
<th>Employee Title/Classification</th>
<th>Hourly Rate</th>
<th>Hours Task 1</th>
<th>Hours Task 2</th>
<th>Hours Task 3</th>
<th>Hours Task 4</th>
<th>Hours Task 5</th>
<th>Summary of Hours</th>
<th>Extended Cost</th>
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<td>President</td>
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<td>Other:</td>
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**TOTALS**  

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Note: Additional information as it relates to the Fee Proposal may be attached to this form as necessary.
AFFIDAVIT AS TO DISCLOSURE OF FAMILIAL RELATIONSHIPS FOR
COMPETITIVE BIDS

Rhode Island State Law requires any Competitive Bid to be accompanied by a sworn and
notarized statement that discloses any familial relationship that exists between the owner or any
employee of the bidder and the Town of Smithfield and/or members of the Smithfield Town
Council. The Town may require same sworn and notarized statement to accompany any bid for
goods or services as deemed necessary.

INSTRUCTIONS: This report must be completed either in ink or typewritten. Attach pages of
this size if additional space is needed on any response and identify each response by the part to
which it relates.

NAME OF BIDDER: _______________________________________________________

Address: ___________________________________________________________________

Period of Proposed Work: _____________________________________________________

Question #1: Does the owner or any employee of the bidder have any familial relationship
with any employee of the Town of Smithfield or members of the Smithfield Town Council?
Yes ____ No ____

If the answer to #1 is yes, complete the following:

a) Name of Employee: _________________________________________________________

b) Home Address of Employee: _________________________________________________

c) Position Held: ______________________________________________________________

I, ___________________________________ having been duly sworn on oath, say that I am the above named,
that I have personally prepared the foregoing affidavit, and that the same is true to the best of my
knowledge and belief.

_____________________________________
[signature of affiant]
Subscribed and sworn to before me this _____ day of __________________, 2019.

_____________________________________   _______________________________________
[signature of Notary Public]     [printed name of Notary Public]

NOTARY PUBLIC                                  My commission expires: _____________20__
EXHIBIT C
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, proposal or qualifications has been made and submitted in good faith without collusion or fraud with any other person¹.

ANTI-COLLUSION DECLARATION

The Bidder, by virtue of issuing a Bid, certifies that Bidder has not divulged, discussed or compared the Bid with other Bidders and has not colluded with any other Bidder of parties to a Bid whomsoever. Bidder further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this contract.

CONFLICT OF INTEREST

The Bidder shall disclose in writing as part of their Bid any possible or potential conflicts of interest which are known to, or reasonably should be known to the Bidder or subcontractors, which may exist between their firm and the Town of Smithfield.

All Bidders and their subcontractors and business partners must disclose with their Bid, the name of any officer, director, agent or employee who is also an employee or family member of an employee of the Town of Smithfield.

Further, the Bidder must disclose the name of any Town of Smithfield employee or family member or any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.

The Bidder shall disclose in writing as part of their Bid, any familial, personal or business relationships between members of Bidders, sub-contractor's or business partner's firms and members of the Town of Smithfield, whether or not there is any belief that the relationship might constitute a possible conflict of interests.

________________________________________________________________________
Name of person signing bid or proposal

________________________________________________________________________
Name of Business Entity (if any)

¹As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, Committee/Superintendent club, or other organization, entity, or group or individuals.
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Michael Phillips, Town Planner
      Jason Parmelee, Finance Director

RE  Power Purchase Agreement with Ameresco

Background

In September of last year the Town Council authorized the Town Manager to enter into an agreement with Ameresco, Incorporated to investigate potential PV systems at several sites listed in the RFQ and to negotiate a potential power purchase agreement that provides long-term energy and cost savings to the Town. Over the past year Ameresco has investigated a number of potential sites for ground mounted solar projects and looked at various municipal and school buildings for rooftop solar installations. Unfortunately, neither of these options has been successful.

Proposal

The other option available to the Town to realize electric cost savings through solar development was through a net metering arrangement whereby the Town would receive Net Metering Credits from a project that Ameresco is developing at another location in Rhode Island. The site Ameresco has identified is located in Tiverton and has received Master Plan approval from the Planning Board. Details describing the project are attached.

Ameresco had two net metering credit proposals; one based on a fixed credit rate, the other with a 2% rate escalator. Based on our review of the proposals the escalating rate seems to be the most advantageous for the Town over the 25 year life of the agreement. Summary sheets of each of these rate proposals are attached.

The Town engaged the services of Seth Handy, an attorney who specializes in energy related matters to review the agreement and advise the Town. The agreement has been reviewed by Mr. Handy and a final draft is being prepared.
Recommended Motion: That the Smithfield Town Council authorizes Randy R. Rossi, Town Manager to enter into a Power Purchase Agreement with Ameresco, Incorporated subject to final review by the Town’s legal consultant and utilizing the escalating Net Metering Credit rate.

Attachments:

1. Town of Smithfield Solar PV Net Metering, June 26, 2019 (3 Slides)
2. Attachment B – Crandall Road Solar, Tiverton, RI- Details
TOWN OF SMITHFIELD
SOLAR PV VIRTUAL NET METERING
June 26, 2019
FLAT PPA RATE: $0.125  
UPDATED C-6 RATE: $0.1666  
25 YEAR SAVINGS: $5,095,623

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>kWh Produced</th>
<th>Net Metering Credit Rate ($/kWh)</th>
<th>Ameresco Total PPA Rate ($/kWh)</th>
<th>Rate Savings ($/kWh)</th>
<th>Annual Electricity Savings ($)</th>
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**ESCALATING PPA RATE: $0.0970**  
**UPDATED C-6 RATE: $0.1666**  
**25 YEAR SAVINGS: $5,317,458**

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<th>Rate Savings ($/kWh)</th>
<th>Annual Electricity Savings ($)</th>
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<tr>
<td><strong>Total</strong></td>
<td><strong>103,909,075 kWh</strong></td>
<td></td>
<td><strong>$5,317,458</strong></td>
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</table>
DESCRIPTION OF PREMISES

Name:  Tiverton – Crandall Road Solar

Address:  1519 Crandall Road, Tiverton, RI

Site Photo:

The site consists of two parcels; 1513 Crandall Road, and 1519 Crandall Road, which are identified as Town of Tiverton parcels 611-105, and 611-104, respectively.
ATTACHMENT C

PRELIMINARY DESCRIPTION OF FACILITIES

Name: Tiverton – Crandall Road Solar

Address: 1519 Crandall Road, Tiverton, RI

The final Facility Description shall be the final As-Built drawings to be provided after Commercial Operation Date. The information below is preliminary and subject to change.

General Facility Description:

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<th></th>
<th>Facility Size DC:</th>
<th>4825 kW DC at STC capacity</th>
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<tr>
<td>2</td>
<td>Facility Size AC:</td>
<td>3486 kW AC</td>
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Solar PV Panels:
1. Manufacturer: Jinko Solar
2. Model Number: JKM385M-72L-V
3. Module Wattage: 385W
4. Panel Count: 13,041
5. Type: Monocrystalline 72 Cell Modules
6. Array tilt: 20 degrees from horizontal and oriented due south
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:
1. Manufacturer: Solectria
2. Model Number: XGI-166
3. Number and size to be installed: (21) 166 kW inverters
4. String size and Quantity: 27 panels per string with 483 total strings.
5. Warranty Information: 10 year warranty

Mounting System:
1. Manufacturer: Solarflexrack
2. Model: B2XP 20 Degrees Tilt Angle
3. Type: Ground Mount System. Steel rack structures with panels mounted in 2X9 portrait configuration.
4. Warranty Information: 20 year warranty

Data Acquisition System (DAS):
1. Manufacturer: Inaccess
Utility: National Grid

Expected and Guaranteed Annual Output:

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<th>Guarantee Amount (kWh)</th>
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Tiverton - Crandall Road Solar Guaranteed Electricity Output (kWh)

- Estimated First Year's Solar PV Production: 6,282,371 kWh
- Guarantee Percentage: 80%
- Annual Facilities Degradation Factor: 0.5%
Solar PV System Layout
August 7, 2019

TO: Smithfield Town Council

FROM: Lisa Cournoyer, Director of Financial Operations, Smithfield School Department
Angelo Mencucci, Director of Buildings & Grounds – Smithfield School Department

SUBJECT: Bid Award for Snow Removal

The bid for Snow Removal was authorized by the Town Council at the May 7, 2019 meeting. The detailed specifications were advertised and the deadline for proposal submissions was 10:00 AM on Friday, May 24, 2019, at which time six proposals were received.

A review was conducted of the submitted proposals for appropriateness in meeting the criteria set forth in the specifications.

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<td>Required Documents stated in RFP</td>
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<td>Experience and References</td>
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<tr>
<td>Pricing</td>
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The proposals were reviewed by the following evaluation team on May 28, 2019:

Angelo Mencucci, Director of Buildings & Grounds - Smithfield School Department
Lisa Cournoyer – Director of Financial Operations- Smithfield School Department

Using the above criteria, P & K Landscaping, Inc. scored the highest points with competitive pricing and a great overall proposal in accordance with the specifications listed in the RFP. They have also provided snow removal services to the Smithfield School Department over the last three years and we have been very satisfied with their service.

**MOTION:**
Moved that the Smithfield Town Council hereby awards the proposal submitted by P & K Landscaping of Smithfield, RI for the snow plowing services for the 2019 – 2020 year.
# TOWN OF SMITHFIELD

## BID SCORING SUMMARY

### SNOW REMOVAL

**BID OPENING: May 24, 2019 @ 10:00AM**

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<th>Required Documents 20 Points</th>
<th>Experience &amp; References 20 Points</th>
<th>Business Location in Town 5 Points</th>
<th>Pricing 35 Points</th>
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<td>26</td>
<td>76</td>
</tr>
<tr>
<td>5 SiteScapes, Inc.</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>0</td>
<td>35</td>
<td>95</td>
</tr>
<tr>
<td>6 J. Wakim Landscape</td>
<td>15</td>
<td>20</td>
<td>20</td>
<td>5</td>
<td>31</td>
<td>91</td>
</tr>
</tbody>
</table>

Signatures:

- [Signature]
  - Angelo Mencucci  8/7/2019
- [Signature]
  - Lisa Cournoyer  8/7/2019
## TOWN OF SMITHFIELD

### BID TAB

**Snow Plowing - Smithfield School Department**

**BID OPENING: May 24, 2019 at 10:00 AM**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>One Centre Street</td>
<td>24 Lark Industrial Parkway</td>
<td>31 Oakdale Avenue</td>
<td>2440 Mendon Road</td>
<td>3 Rocky Hill Road</td>
<td>120 Ridge Road</td>
</tr>
<tr>
<td></td>
<td>Johnston, RI 02919</td>
<td>Smithfield, RI 02917</td>
<td>Johnston, RI 02919</td>
<td>Cumberland, RI 02864</td>
<td>Smithfield, RI 02917</td>
<td>Smithfield, RI 02917</td>
</tr>
</tbody>
</table>

### A. Cost Per Snowstorm Occurrence 2019-2020

<table>
<thead>
<tr>
<th>Inches of Snowfall</th>
<th>Vendor 1</th>
<th>Vendor 2</th>
<th>Vendor 3</th>
<th>Vendor 4</th>
<th>Vendor 5</th>
<th>Vendor 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot; - 6&quot;</td>
<td>$6,700.00</td>
<td>$3,300.00</td>
<td>$9,817.50</td>
<td>$3,000.00</td>
<td>$4,400.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>6.1&quot; - 12&quot;</td>
<td>$7,500.00</td>
<td>$5,000.00</td>
<td>$14,280.00</td>
<td>$4,500.00</td>
<td>$7,300.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>12.1&quot; &amp; Above</td>
<td>Equipment Rates</td>
<td>$9,300.00</td>
<td>$14,280.00 plus $2,200 for every inch over 12.1&quot;</td>
<td>$8,750.00</td>
<td>$12,400.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

### B. Cost Per Snowstorm Occurrence 2019-2022

<table>
<thead>
<tr>
<th>Inches of Snowfall</th>
<th>Vendor 1</th>
<th>Vendor 2</th>
<th>Vendor 3</th>
<th>Vendor 4</th>
<th>Vendor 5</th>
<th>Vendor 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot; - 6&quot;</td>
<td>$7,200.00</td>
<td>$3,000.00</td>
<td>$9,817.50</td>
<td>$3,000.00</td>
<td>$4,400.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>6.1&quot; - 12&quot;</td>
<td>$8,200.00</td>
<td>$4,800.00</td>
<td>$14,280.00</td>
<td>$4,500.00</td>
<td>$7,300.00</td>
<td>$5,450.00</td>
</tr>
<tr>
<td>12.1&quot; &amp; Above</td>
<td>Equipment Rates</td>
<td>$9,000.00</td>
<td>$14,280.00 plus $2,200 for every inch over 12.1&quot;</td>
<td>$8,750.00</td>
<td>$12,400.00</td>
<td>$9,500.00</td>
</tr>
</tbody>
</table>

### Other types of equipment available by vendors for snow removal (hourly rate)

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
<th>Rate 4</th>
<th>Rate 5</th>
<th>Rate 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backhoe</td>
<td>$90.00</td>
<td>$150.00</td>
<td>$105.00</td>
<td></td>
<td></td>
<td>$115.00</td>
</tr>
<tr>
<td>Skid Steer Loader</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$150.00</td>
<td>$85.00</td>
<td>$150.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Loader</td>
<td>$125.00</td>
<td>$185.00</td>
<td>$350.00</td>
<td>$125.00</td>
<td>$200.00</td>
<td>$115.00</td>
</tr>
<tr>
<td>Tri-axle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>Bobcat Blower</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$175.00</td>
</tr>
</tbody>
</table>

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

DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Sixty Day Extension to Mowry House Curatorship and Occupancy Agreement

A sixty day extension is being requested to the current Curatorship and Occupancy Agreement with Revive the Roots for the Mary Mowry House. This extension will allow time for the Land Trust to be able to meet in order to make a recommendation on the Agreement which will be forwarded on to the Town Council.

Thank you.

RECOMMENDED MOTION:

The Smithfield Town Council hereby authorizes a sixty day extension to the Curatorship and Occupancy Agreement for the Mary Mowry House with Revive the Roots.
DATE: August 13, 2019

TO: The Honorable Smithfield Town Council

FROM: Jason Parmelee, Finance Director

RE: Contract to Lock-In a Fixed Natural Gas Rate

The Town of Smithfield has a current contract with Direct Energy Services for the Supply on natural gas that expires on September 30, 2019. Following the Town’s latest contract of using fixed pricing for natural gas supply, an estimated savings of $1,500 per year was recognized over the past three years when compared to purchasing the supply through the utility. Based on the success of the program, the Town has asked Direct Energy Services to provide fixed pricing options for the Town using the RI Association of School Committees Program, which is available to Cities and Towns. Direct Energy Services provided three fixed rate options shown below.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>Price Type</th>
<th>Term</th>
<th>Quoted $ (Dth)</th>
<th>National Grid $</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 2019</td>
<td>Fixed</td>
<td>12 months</td>
<td>$5.86</td>
<td>$7.04</td>
</tr>
<tr>
<td>October 2019</td>
<td>Fixed</td>
<td>24 months</td>
<td>$5.98</td>
<td>$7.04</td>
</tr>
<tr>
<td>October 2019</td>
<td>Fixed</td>
<td>36 months</td>
<td>$6.02</td>
<td>$7.04</td>
</tr>
</tbody>
</table>

Due to natural gas volatility, price quotes are only valid on the day that they are presented, the actual price will be determined at the time we are prepared to execute an agreement.

Motion:

That the Smithfield Town Council enters into a three-year fixed rate contract beginning October 1, 2019 with Direct Energy Services for the supply of natural gas.
**CUSTOMER INFORMATION**

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Town of Smithfield</th>
<th>New</th>
<th>Renew</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Billing Contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Billing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>64 FARNUM PIKE</td>
<td>64 FARNUM PIKE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMITHFIELD, RI 02917</td>
<td>SMITHFIELD, RI 02917</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Telephone**

<table>
<thead>
<tr>
<th>Fax</th>
</tr>
</thead>
</table>

**Email**

**NATURAL GAS TRANSACTION CONFIRMATION**

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business (“Seller”), and the customer above (“Buyer” or “Customer”) pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated September 02, 2016 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

<table>
<thead>
<tr>
<th>Service Locations</th>
<th>Service Address</th>
<th>Utility Account Number</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Additional pages may be attached if necessary)</td>
<td>101 PLEASANT VIEW AVE</td>
<td>9025458001</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>3 SPRAGUEVILLE RD</td>
<td>7777188009</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>3 SPRAGUEVILLE RD - 2</td>
<td>7812384005</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>1 WILLIAM J HAWKI TR</td>
<td>0317507001</td>
<td>22</td>
</tr>
</tbody>
</table>
**Delivery Period**

Begin: 10/1/2019  
End: 9/30/2022

The service start date hereunder will be the date that the Utility enrolls Customer for Seller’s service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the “Renewal Term”) until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

**Delivery Point**

National Grid RI/PGC FT-2 DCQ

**Contract Quantity (DUAL)**

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity (ies) listed below.

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td>October</td>
<td>246</td>
</tr>
<tr>
<td>November</td>
<td>636</td>
</tr>
<tr>
<td>December</td>
<td>875</td>
</tr>
<tr>
<td>January</td>
<td>913</td>
</tr>
<tr>
<td>February</td>
<td>898</td>
</tr>
<tr>
<td>March</td>
<td>732</td>
</tr>
<tr>
<td>April</td>
<td>374</td>
</tr>
<tr>
<td>May</td>
<td>218</td>
</tr>
<tr>
<td>June</td>
<td>108</td>
</tr>
<tr>
<td>July</td>
<td>66</td>
</tr>
<tr>
<td>August</td>
<td>69</td>
</tr>
<tr>
<td>September</td>
<td>117</td>
</tr>
</tbody>
</table>

**Purchase Price**

Fixed Price: $6.020 /Dth

**Special Provisions**

Section 4 is amended as follows:
b. Section 4 is amended by deleting the second sentence and replacing it with the following: “Payment is due within thirty (30) days of the date of the invoice.”

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

You can compare the Purchase Price and Delivery Period of this Agreement to the rates and terms offered by the Utility or other suppliers. Visit www.ripuc.org for more information on comparing rates.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is $6.020 /Dth.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Full Plant Requirement – No GSA

### Tax Exemption Status

[_____] Non-Exempt

[_____] Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

If exempt, must attach certificate.

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 866-743-1038
BUYER: Town of Smithfield
By: _________________________________
Print Name: __________________________
Date: _______________________________

SELLER: Direct Energy Business
Marketing, LLC
By: _______________________________
d/b/a Direct Energy Business
Print Name: __________________________
Date: _______________________________
This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") by and between Town of Smithfield and Direct Energy Business Marketing, LLC d/b/a Direct Energy Business effective September 02, 2016. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) the Amendment and (3) the CMA.

Section 4 is amended as follows:

b. Section 4 is amended by deleting the second sentence and replacing it with the following: "Payment is due within thirty (30) days of the date of the invoice."

This Amendment shall be governed and construed in accordance with the governing law as indicated in the Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communication with respect thereto. The remaining terms of the CMA are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the “Effective Date”)

Buyer: Town of Smithfield

Approved:
____________________________
Print Name:
____________________________
Title: _________________________
Date: __________________________

Seller: Direct Energy Business Marketing, LLC d/b/a Direct Energy Business

Approved:
____________________________
Print Name:
____________________________
Title: _________________________
Date: __________________________
DATE: August 8, 2019

TO: The Honorable Smithfield Town Council

FROM: Jason Parmelee, Finance Director

RE: RFP - Investment Advisory Services for the Police and Fire Pension Funds

The Town Administration respectfully request that the town council authorize the advertisement of an RFP for Investment Advisory Services for the Police and Fire Pension Funds.

Following the public opening of the proposals they will be reviewed by the Police & Fire Pension Committees and a recommendation will be forwarded to the Town Council for award consideration.

Motion:

That the Smithfield Town Council hereby authorizes the advertisement of an RFP for Investment Advisory Services for the Police and Fire Pension Funds.
Item Description: Investment Advisory Services – Police & Fire Pension Funds

Date and Time to be OPENED: Thursday, September 12, 2019 at 10:00 AM

Proposals may be submitted in an electronic format with all related materials included up to 10:00 AM on the above date to Kevin Brown, from The Angell Pension Group, at kbrown@angellpensiongroup.com.

INSTRUCTIONS

1. Bidders must submit electronic proposals clearly labeled with the above captioned work. The electronic proposal and any information relative to the proposal must be sent to Kevin Brown, from The Angell Pension Group. Any communications that are not competitive proposals (i.e., product information or samples) should have “NOT A BID” written on the subject line.

2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.

3. Proposal responses must be in electronic format.

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.

7. One original electronic proposal shall be submitted.
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 following the 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).
15. No goods should be delivered or work started without Notice from the Town.
Town of Smithfield Police and Fire Pension Funds
Request for Proposal for Investment Advisory Services

Background
Enclosed please find a Request for Proposal (“RFP”) regarding two governmental plans for the Town of Smithfield Police and Fire Pension Funds (the “Funds”). As part of the Pension Committees’ ongoing fiduciary responsibilities, they have decided to retain The Angell Pension Group, Inc. (“APG”) as a consultant to assist them in performing a due diligence with regard to investment advisory services and respective fees. Therefore, an RFP has been developed. You are invited to respond to this RFP regarding your investment consulting and advisory services that you may offer.

I. Profile Information

<table>
<thead>
<tr>
<th>Police Pension Fund</th>
<th>Fire Pension Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Type</td>
<td>Plan Type</td>
</tr>
<tr>
<td>Non-ERISA Governmental Defined Benefit Plan (100% inactive in pay status)</td>
<td>Non-ERISA Governmental Defined Benefit Plan</td>
</tr>
<tr>
<td>Total number of participants</td>
<td>Total number of participants</td>
</tr>
<tr>
<td>34</td>
<td>75</td>
</tr>
<tr>
<td>Total number of approximate retiree payments per month</td>
<td>Total number of retiree payments per month</td>
</tr>
<tr>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Approximate asset value as of 7/31/19</td>
<td>Approximate asset value as of 7/31/19</td>
</tr>
<tr>
<td>$10M</td>
<td>$26.5M</td>
</tr>
<tr>
<td>Recordkeeper</td>
<td>Recordkeeper</td>
</tr>
<tr>
<td>Principal</td>
<td>Principal</td>
</tr>
</tbody>
</table>

II. Scope of Services Requested

Provide investment advisory services as a fiduciary to the Funds regarding the following:

- Development of an Investment Policy Statement (“IPS”) – considering evaluation of existing holdings, review of the Funds short and long term liquidity needs, developing an appropriate asset allocation strategy, recommending appropriate investment managers and working with other professional advisors in addressing potential legal, trust or tax implications in connection with the development of the IPS.
- Monitoring the performance of the account as a whole and each underlying investment manager and investment funds individually.
- Recommending replacement of investment managers and investment funds where appropriate.
- Identifying, evaluating and recommending selection of additional or different investment manager and investment funds.
TOWN OF SMITHFIELD
State of Rhode Island

- Providing advice to and assisting in any adjustment to the investment strategy and/or asset allocation as the Funds needs and investment objectives change.
- Working with the Funds to address ongoing liquidity tax and investment needs of the Funds.
- Drafting and modifying as necessary, for the Funds consideration, written investment guidelines and objectives for each specific investment manager, tailored to each investment manager’s specific investment discipline including appropriate investment performance benchmarks and limitations on risk.
- Conducting a formal review of the IPS annually and recommending appropriate revisions as necessary, or upon request by the Funds in the event of any change in the liquidity requirements or other needs or investment objectives of the Funds.

- **Frequency of Reporting:** The investment consultant is expected to report the Funds’ investment performance quarterly.
- **Monitoring and Rebalancing:** On a quarterly basis, the investment consultant will review the investment asset allocations and make recommendations to rebalance the portfolio, if applicable.
- **Decomposition of Liabilities:** The investment consultant is expected to work closely with the Funds’ actuary to determine the decomposition of the Funds’ liabilities to provide a custom allocation. The underlying categories as future service liabilities, active accrued liabilities, deferred liabilities and retiree liability are analyzed to develop customized asset allocation strategy.
- **Fee Negotiation:** Ongoing (annual at a minimum) fee disclosure review regarding reasonableness and negotiations with the recordkeeper and each investment managers are expected by the investment consultant to be presented to the Pension Committees.

III. **Investment Advisory Information**

A. Briefly describe your background (and company’s) and experience in providing investment services regarding governmental defined benefit retirement plans. Be sure to include:

- How many employees are employed at your firm?
- Please specify the location of your corporate or home office.
- Are you a registered investment advisor with the S.E.C.?
- How many registered investment advisors are employed by your firm?
- Are there any CFA’s on staff or that you are affiliated with?
- How many employer sponsored defined benefit plans do you currently service?
  - How many of these are governmental plans?
- What relevant credentials are held by the members of your team?
- How long have you been providing advisory services?
- Will you act as a fiduciary with respect to the selection and ongoing monitoring of the Fund’s investment managers?
B. Investment Selection and Monitoring

- Describe your process for selecting investment options for a governmental defined benefit plan.
  - What analytical tools are used?
  - Are the analytical tools proprietary?
  - Please provide sample reports.
  - Describe your asset allocation process in detail.

- How often do you plan to meet with the Pension Committees to review investment performance?
  - Are the meetings in-person or via conference call?
  - Describe the monitoring process.
  - List the titles (subject) and frequency of analytical reports provided to the Committees.
  - Do you provide an executive summary of the reports?
  - What type of financial analysis training do you give the Committees?

- Do you make specific recommendations regarding changes to the investments?
  - If yes, typically how are these choices implemented?
  - What type of benchmarks do you utilize and why?

- Do you provide an investment policy statement for defined benefit plans?
  - If so, please provide a sample.

- Please describe the guidance and assistance you provide to educate the Committee members regarding their fiduciary responsibilities.
  - Do you take the minutes of the meetings?

- Please describe your interaction throughout the year with our Plan actuary.

IV. Service and Fee Considerations

- What are your fee considerations based upon our profile?
  - Please indicate the assumed number of Committee meetings that correspond with the fee. Please indicate any upfront fees or anticipated out-of-pocket costs.
  - Does your firm charge a flat fee?
  - Does your firm charge basis points?
  - What is your preference?

- Do you or your firm receive any compensation, reimbursements or payments from the custodian and/or mutual fund company? If so, please describe in detail.

- Please provide a sample service agreement/statement of services.

- Are you willing to guarantee fees for three (3) years?

V. 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.

2. Responders must guarantee that the services can be provided to the Town of Smithfield within the time specified in the proposal documents.
3. Proposals which do not, in the opinion of the Town, meet the specified requirements will not be accepted.

VI. INQUIRIES

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

Kevin Brown  
The Angell Pension Group  
kbrown@angellpensiongroup.com  
(401) 438-9250 ext.180

VII. EVALUATION CRITERIA

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

VIII. FINAL SELECTION

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

DATE: August 14, 2019

TO: The Honorable Smithfield Town Council

FROM: James P. Camblo, Building Official

RE: RFQ Award for Architectural Services for new Fire Station

The RFQ for Architectural services for the new fire station was approved on by the Town Council on April 2, 2019. The detailed specifications were advertised and the deadline for proposal submissions was 10:00 AM on Friday, April 24, 2019 at which time seven (7) proposals were received.

A review of all proposals was conducted by the following sub-committee:

James Cambio- Building Official
Thomas Robitaille- Smithfield resident
Ben Dodge- Asset management

The selection of the top three candidates for interview was unanimous based on qualifications and past experience. The Architectural Firms interviewed were:

1. Robinson Green Beretta (RGB)
2. Aharonian & Associates
3. Edward Rowse Architects

The interviews were conducted by the following Building Committee members:

- Chief Robert Seltzer- Smithfield Fire Chief
- Ben Dodge-Asset Management Committee
- Lt. John O’Rourke- Smithfield Fire Department
- Thomas Robitaille- Smithfield resident
- James Cambio- Building Official

Consideration was given in the following categories:

- Quality of presentation
- Ability to meet service requirements
- Experience and References
- Business located in Smithfield
A Building Committee meeting was held on August 14, 2019 to discuss the selection process and a motion was made to award the contract to Aharonian & Associates. All members present voted to approve the motion.

It is therefore the recommendation of the Building Committee that the contract for architectural services for the new fire station be awarded to Aharonian & Associates at a cost not to exceed $334,900. A copy of their fee schedule has been attached for your review.

MOTION:

That the Smithfield Town Council hereby awards the contract for Architectural Services for the Fire Station to Aharonian & Associates of Smithfield, RI at a cost not to exceed $334,900.
# TOWN OF SMITHFIELD

**BID TAB**

Smithfield Fire Department
Design Services
for the New Fire Station and Station Renovation Projects

**BID OPENING:** April 25, 2019 at 10:00 AM

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saccoccio &amp; Associates</td>
<td>1085 Park Avenue</td>
</tr>
<tr>
<td></td>
<td>Cranston, RI 02910</td>
</tr>
<tr>
<td>Abarian &amp; Associates, Inc.</td>
<td>310 George Washington Highway, Suite 100</td>
</tr>
<tr>
<td></td>
<td>Smithfield, RI 02917</td>
</tr>
<tr>
<td>Brewster Thornton Group Architects</td>
<td>150 Chestnut Street</td>
</tr>
<tr>
<td></td>
<td>Providence, RI 02903</td>
</tr>
<tr>
<td>RGB Architects</td>
<td>50 Holden Street</td>
</tr>
<tr>
<td></td>
<td>Providence, RI 02908</td>
</tr>
<tr>
<td>David Sisson Architecture PC</td>
<td>345 Taunton Avenue</td>
</tr>
<tr>
<td></td>
<td>East Providence, RI 02914</td>
</tr>
<tr>
<td>Edward Rowse Architects</td>
<td>400 Massasoit Avenue, Suite 300, 2nd Floor</td>
</tr>
<tr>
<td></td>
<td>East Providence, RI 02914</td>
</tr>
<tr>
<td>Easton Architects</td>
<td>20 West 44th Street, Suite 604</td>
</tr>
<tr>
<td></td>
<td>New York, NY 10036</td>
</tr>
</tbody>
</table>

REFERRED TO THE EVALUATION COMMITTEE, AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL.
Chief Robert W. Seltzer  
Smithfield Fire Department  
607 Putnam Pike  
Smithfield, RI 02828  

RE: Architectural and Engineering Design Services for new Smithfield Fire Station  

Dear Chief Seltzer,  

We are very pleased to have the opportunity to provide this Fee Proposal for Architectural and Engineering Services for the Smithfield Fire Department. Our proposed fee that follows has been determined with the assumptions, which we have indicated in the following proposed scope.  

Project Scope:  

The project scope consists of designing a new single story fire station to be approximately 8,000 - 10,000 SF +/-.

A) The site/civil work will include the following:
- Partial Topographic Survey of Building Site
- Partial Property Boundary Survey
- Schematic Site Plan Preparation
- Preliminary Site Plan (Location, Grading and Utilities (water/sewer/gas)
- Final Site Plan
- Technical Data for Administrative Development Plan Review by Planning Department

Landscaping the immediate areas disturbed by construction will be designed as part of this project also.

B) The proposed building design will include the following:

1) The facility shall be constructed within all required building codes, ADA and required means of egress. The design will include the layout and finishes for new 2 or 3 bay fire station, administration area, reception area, overnight stay area for male and female personnel, dayroom, kitchen and area for cleaning turnout gear. Exterior elevation designs are included for the new building to be sympathetic to the surrounding area.

2) The exterior detailing of the facility will be complimentary the surrounding area and neighbors. This proposal does include site/civil exterior work disturbed by the new design, which includes suggested landscaped entry points creating a user-friendly atmosphere.
3) We have included Fire Station Consultant, Civil, Landscape, Structural, HVAC, Plumbing, Electrical Engineering and the Fire Alarm System Design as part of this proposal. Each of these disciplines are itemized in our fee structure below.

We propose to provide the following scope of Architectural Services for this Project:

A) **Schematic Design Phase**

1) **Schematic Design:** We will provide a schematic building floor plan for your review and approval. Such plan will be the basis for developing and finalizing the Construction / Permit Documents.

2) **Schematic Exterior Elevations:** We will prepare schematic exterior elevations and incorporate the design image of the Station for approval by you. Once approved, these elevations will be utilized as the basis for developing and finalizing the Construction / Permit Documents in conjunction with the total building concept.

B) **Construction Document Phase**

1) **Existing Conditions Survey and Documentation:** We will prepare Schematic Design Documents for the proposed facility. These documents will provide any code related issues, entry point architectural aesthetics, ADA requirements and administrative areas.

2) **Code Review:** We will perform a formal review of the State and Town codes applicable to the work being contemplated for this Project for use in preparing the Construction Documents. We will meet with the Towns’ Officials as we develop the design.

3) **Schematic Design:** We will provide schematic plans and will meet with the Chief and/or representatives to review design alternatives and make the necessary changes or modifications. Included with this submission will be a preliminary cost estimate.

4) **Meetings:** We will meet with you and/or your representative at the Project site or at a mutual location as required for overall Project coordination during the development of the Construction Documents. We anticipate five meetings will be required.

5) **Construction Documents:** Once final concepts are accepted we will prepare Construction Documents for the proposed facility outlined in the Project Scope above, consisting of plans, interior/exterior elevations, details and specifications as required to thoroughly describe the Work of the Project. The specifications will be noted with a separate manual. Included with this submission will be an updated cost estimate.

6) **Consultants:** We will include Fire Station Consultant, Civil, Landscape, Structural and MEP Engineers as required to develop the Construction Documents relative to the Project Scope outlined above.

B) **Bidding Phase**

1) **Bid Administration:** We will provide general assistance in your solicitation of Bids from General Contractors for the Work shown in the Construction Documents, including:

   - Answer Bidders’ questions relative to the information contained in the Construction Documents.
   - Pre bid meeting at site with potential bidders and owner’s representative.
   - Issue clarification sketches, if required, relative to the information contained in the Construction Documents.
- Review and comment on the Bids received to aid in your awarding of the Contract for Construction.
- Coordination of bid opening.
- Preparation of the Contract for Construction for owners review and execution.

C) Contract Administration Phase

1) Construction Observation: We will make bi-weekly field inspections to observe and report on the progress of the Work in order to verify compliance with the Construction Documents. At the final inspection, we will prepare a "Punch List" of items requiring remedial work by the Contractor prior to final payment on the Contract for Construction.

2) Submittal Review: We will review and process product data and shop drawing submittals from the General Contractor to ensure compliance with the Construction Documents.

3) Applications for Payment and general administrative work: We will review and process the General Contractor’s Applications for Payment to verify that the monetary amounts requisitioned are in accordance with the Work completed for the time period indicated. We will also process general administrative paperwork, such as Change Orders, correspondence, etc. as required facilitating the progress of the Contract for Construction.

We propose to provide the Architectural Services as outlined above on a Not To Exceed fee, as indicated below.

The following is a breakdown of our Fee for the Architectural Services outlined above:

- Fire Station Consultant $ 25,000.00
- Architectural Schematic Design $ 25,500.00
- Design Development Code Review & 2 Town Meetings $ 15,500.00
- Architectural Construction Documents $ 79,000.00
- Bidding & Negotiations $ 8,500.00
- Construction Administration $ 44,000.00
- Civil Engineering Consultant $ 29,000.00
- Structural Engineering Consultant $ 18,000.00
- Mechanical / Electrical Engineering Consultant $ 75,000.00
- Landscape Architect Consultant $ 9,000.00
- Partial Site Topographic & Boundary Survey $ 6,400.00

Total $334,900.00
Optional Services - if needed

- Alternate - Traffic Study $ 5,000.00
- Geotechnical Foundation Study $ TBD

Optional and/or Additional Service Fee: We may provide these services on a time and materials basis, as requested, at the rate of $110.00 per hour. Optional services consist of changes to the scope of the project after the design has been accepted.

Our fee is based on the following assumptions:

- Reimbursable expenses include reprographic costs and shipping will be billed to the Owner at our cost plus ten percent (10%). Travel mileage will be billed at the rate of 50 cents per mile.

Our scope of services does not include:

- Security and surveillance.
- Site Civil Public Meetings & Meetings with State and Local Offices
- On-site storm water infiltration, including soil evaluation, infiltration system design and RIDEM UIC permitting, (if storm water mitigation is requested by the town)
- Environmental investigation and abatement. "Phase I & Phase 2"
- Optional Services described above.

We look forward to working with you on this very exciting project. Please don't hesitate to call if you have any questions or if you need any additional information regarding this Proposal.

Thank you again for the opportunity to provide this proposal and be part of your team.

Sincerely,
Aharonian & Associates, Inc.

[Signature]

John A. Aharonian, RA
President

Accepted by: ___________________________ Date: ___________________________
To: Honorable Town Council  
From: Chief Robert Seltzer  
Date: August 14, 2019  
Re: Authorize the issuance not to exceed $4.5 Million in New Fire Station Bonds

Dear Town Council Members,

The attached resolution is to authorize the issuance not to exceed $4.5 Million in bonds to finance the acquisition of property, construction, building, furnishing and equipping of a new fire station in Town and related costs. These bonds were passed by the voters during the November 6, 2018 election. It is not our intention to bond at this time, but in order to allow the Town the ability to reimburse itself when the bonds are issued this resolution is required. All requests for bond expenditures will be brought before the town council based on the recommendation of the Fire Department Building Committee prior to expending any funds. This resolution has been reviewed and approved as to form by our Town Solicitor.

Respectfully Submitted,

[Signature]
Robert W. Seltzer  
Chief of Department

Motion: The Smithfield Town Council hereby authorizes the attached resolution as written.
RESOLUTION

AUTHORIZING THE ISSUE NOT TO EXCEED $4,500,000 BONDS OF THE TOWN AS APPROVED BY NOVEMBER 6, 2018 BALLOT AUTHORIZATION, WHICH SHALL BE USED TO FINANCE THE ACQUISITION, CONSTRUCTION, BUILDING, FURNISHING AND EQUIPPING OF A NEW FIRE STATION IN TOWN; AUTHORIZING THE TOWN TO APPLY FOR FEDERAL AND STATE ADVANCES FOR THAT PURPOSE; AUTHORIZING THE ISSUE OF $4,500,000 TEMPORARY NOTES FOR THAT PURPOSE; AND AUTHORIZING ADVANCES FROM THE GENERAL TREASURY FOR THAT PURPOSE.

SECTION 1. The sum of $4,500,000 is appropriated for the acquisition, construction, building, furnishing and equipping of a new fire station in Town and related costs.

SECTION 2. The Town Treasurer, Town Manager and Town Council President (the “Authorized Officers”) are authorized to issue $4,500,000 bonds of the Town at one time or from time to time as provided under Act 109/144 of the Local Acts of 2018 in order to meet the foregoing appropriation.

SECTION 3. The Authorized Officers from time to time may, subject to and pursuant to Section 9 of Act 109/144 of the Local Acts of 2018, apply for, contract for and expend any federal or state advances or other grants or assistance which may be available for the purpose specified in Section 1 hereof.

SECTION 4. The Authorized Officers from time to time may issue and refund not exceeding $4,500,000 interest bearing or discounted notes under Section 3 of Act 109/144 of the Local Acts of 2018 in anticipation of the issue of said bonds or in anticipation of the receipt of federal or state aid for the purpose specified in Section 1 hereof.

SECTION 5. The Authorized Officers, acting as provided in Act 109/144 of the Local Acts of 2018, are hereby authorized: (i) to approve the definitive terms of the notes and bonds, including the principal denominations, maturities and the interest rates, and manner of sale; (ii) to execute, acknowledge and deliver and/or cause to be executed, acknowledged or delivered any documents deemed necessary or appropriate for the issuance of the notes and bonds authorized hereunder, with such changes, insertions, additions, alterations and omissions as may be approved by any such Authorized Officers, and execution thereof by the Authorized Officers shall be conclusive as to the authority of such Authorized Officers to act on behalf of the Town; and (iii) to take such further action or to cause such further action to be taken as may be necessary or
appropriate to effectuate the issuance of the notes and bonds and to carry out the transactions contemplated by these resolutions.

SECTION 6. Pending the issue of bonds under Section 2 hereof or pending or in lieu of the issue of notes under Section 4 hereof, the Town Treasurer may expend funds from the general treasury of the Town for the purposes specified in Section 1 hereof. Any advances made under this section shall be repaid without interest from the proceeds of bonds or notes issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds. The foregoing declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations.

SECTION 7. The Town Treasurer is hereby authorized to take all lawful action necessary under the Internal Revenue Code of 1986, as amended (the “Code”), to ensure that the interest on the bonds and the notes will remain exempt from federal income taxation to the extent provided in Section 103 of the Code, and to refrain from taking any action which will cause interest on the bonds or notes to lose the benefit of exclusion from gross income provided by Section 103(a) of the Code.

SECTION 8. This resolution shall take effect upon its passage.

PASSED: August 20, 2019

__________________________
Suzanna L. Alba, President
Smithfield Town Council

ATTEST:

___________________________
Carol A. Aquilante
Town Clerk
AUTHORIZING THE TOWN OF SMITHFIELD TO ISSUE NOT TO EXCEED $4,500,000 IN GENERAL OBLIGATION BONDS, NOTES AND OTHER EVIDENCE OF INDEBTEDNESS TO FINANCE THE ACQUISITION, CONSTRUCTION, BUILDING, FURNISHING AND EQUIPPING OF A NEW FIRE STATION IN THE TOWN

Introduced By: Senator Stephen R. Archambault
Date Introduced: June 20, 2018

It is enacted by the General Assembly as follows:

SECTION 1. The town of Smithfield is hereby empowered, in addition to authority previously granted, to issue bonds and other evidences of indebtedness (hereinafter "bonds") up to an amount not exceeding four million five hundred thousand dollars ($4,500,000) from time to time under its corporate name and seal or a facsimile of such. The bonds of each issue may be issued in the form of serial bonds or term bonds or a combination thereof and shall be payable either by maturity of principal in the case of serial bonds or by mandatory sinking fund installments in the case of term bonds, in annual installments of principal, the first installment to be not later than five (5) years and the last installment not later than thirty (30) years after the date of the bonds. All such bonds of a particular issue may be issued in the form of zero coupon bonds, capital appreciation bonds, serial bonds or term bonds or a combination thereof. The amount of principal appreciation each year on any bonds, after the date of original issuance, shall not be considered to be principal indebtedness for the purposes of any constitutional or statutory debt limit or any other limitation. The appreciation of principal after the date of original issue shall be considered interest. Only the original principal amount shall be counted in determining the principal amount so issued and any interest component shall be disregarded.

SECTION 2. The bonds shall be signed by the manual or facsimile signatures of the town treasurer and countersigned by the town manager and the town clerk and shall be issued and sold in such amounts as the town council may authorize by resolution. The manner of sale, denominations, maturities, interest rates and other terms, conditions and details of any bonds or notes issued under this act may be fixed by the proceedings of the town council authorizing the issue or by separate resolution of the town council or, to the extent provisions for these matters are not so made, they may be fixed by the officers authorized to sign the bonds. The proceeds derived from the sale of the bonds shall be delivered to the town treasurer, and such proceeds, exclusive of premiums and accrued interest shall be expended: (1) For the acquisition, construction, building, furnishing and equipping of a new fire station in the town of Smithfield and all expenses incident thereto; (2) In payment of the principal of or interest on temporary notes issued under section 3; (3) In repayment of advances under section 4; (4) In payment of related costs of issuance of any bonds or notes; and/or (5) In payment of capitalized interest during construction of the project (the "project"). No purchaser of any bonds or notes under this act shall be in any way responsible for the proper application of the proceeds derived from the sale thereof. The proceeds of bonds or notes issued under this act, any applicable federal or state assistance and the other monies referred to in sections 6 and 9 shall be deemed appropriated for the purposes of this act without further action than that required by this act. The bonds authorized by this act may be consolidated for the purpose of issuance and sale with any other bonds of the town heretofore or hereafter authorized, provided that, notwithstanding any such consolidation, the...
proceeds from the sale of the bonds authorized by this act shall be expended for the purposes set forth above.

SECTION 3. The town council may by resolution authorize the issuance from time to time of interest bearing or discounted notes in anticipation of the issuance of bonds or in anticipation of the receipt of federal or state aid for the purposes of this act. The amount of original notes issued in anticipation of bonds may not exceed the amount of bonds which may be issued under this act and the amount of original notes issued in anticipation of federal or state aid may not exceed the amount of available federal or state aid as estimated by the town treasurer. Temporary notes issued hereunder shall be signed by the manual or facsimile signatures of the town treasurer and countersigned by the town manager and the town clerk and shall be payable within five (5) years from their respective dates, but the principal of and interest on notes issued for a shorter period may be renewed or paid from time to time by the issuance of other notes hereunder, provided the period from the date of an original note to the maturity of any note issued to renew or pay the same debt or interest thereon shall not exceed five (5) years. Any temporary notes in anticipation of bonds issued under this section may be refunded prior to the maturity of the notes by the issuance of additional temporary notes, provided that no such refunding shall result in any amount of such temporary notes outstanding at any one time in excess of two hundred percent (200%) of the amount of bonds which may be issued under this act, and provided further that if the issuance of any such refunding notes results in any amount of such temporary notes outstanding at any one time in excess of the amount of bonds which may be issued under this act, the proceeds of such refunding notes shall be deposited in a separate fund established with the bank which is paying agent for the notes being refunded. Pending their use to pay the notes being refunded, moneys in the fund shall be invested for the benefit of the town by the paying agent at the direction of the town treasurer in any investment permitted under section 5. The moneys in the fund and any investments held as part of the fund shall be held in trust and shall be applied by the paying agent solely to the payment or prepayment of the principal of and interest on the notes being refunded. Upon payment of all principal of and interest on the notes, any excess moneys in the fund shall be distributed to the town. The town may pay the principal of and interest on notes in full from other than the issuance of refunding notes prior to the issuance of bonds pursuant to section 1 hereof. In such case, the town's authority to issue bonds or notes in anticipation of bonds under this act shall continue provided that: (1) The town council passes a resolution evidencing the town's intent to pay off the notes without extinguishing the authority to issue bonds or notes; and (2) That the period from the date of an original note to the maturity date of any other note shall not exceed five (5) years.

SECTION 4. Pending any authorization or issue of bonds hereunder or pending or in lieu of any authorization or issue of notes hereunder, the town treasurer, with the approval of the town council, may, to the extent that bonds or notes may be issued hereunder, apply funds in the treasury of the town to the purposes specified in section 2, such advances to be repaid without interest from the proceeds of bonds or notes subsequently issued or from the proceeds of applicable federal or state assistance or from other available funds.

SECTION 5. Any proceeds of bonds or notes issued hereunder or of any applicable federal or state assistance, pending their expenditure may be deposited or invested by the town treasurer in demand deposits, time deposits or savings deposits in banks which are members of the Federal Deposit Insurance Corporation or in obligations issued or guaranteed by the United States of America or by any agency or instrumentality thereof or as may be provided in any other applicable law of the state of Rhode Island or resolution of the town council or pursuant to an investment policy of the town.

SECTION 6. Any accrued interest received upon the sale of bonds or notes hereunder shall be applied to the payment of the first interest due thereon. Any premium arising from the
sale of bonds or notes hereunder shall, in the discretion of the town treasurer, be applied to the
cost of preparing, issuing and marketing bonds or notes hereunder to the extent not otherwise
provided, to the payment of the project costs, to the payment of the principal of or interest on
bonds or notes issued hereunder or to any one or more of the foregoing. The cost of preparing,
issuing and marketing bonds or notes hereunder may also, in the discretion of the town treasurer,
be met from bond or note proceeds exclusive of accrued interest or from other moneys available
therefor. Any balance of bond or note proceeds remaining after payment of the cost of the
projects and the cost of preparing, issuing and marketing bonds or notes hereunder, shall be
applied to the payment of the principal of or interest on bonds or notes issued hereunder. To the
extent permitted by applicable federal laws, any earnings or net profit realized from the deposit or
investment of funds hereunder may, upon receipt, be added to and dealt with as part of the
revenues of the town from property taxes. In exercising any discretion under this section, the
town treasurer shall be governed by any instructions adopted by resolution of the town council.

SECTION 7. All bonds and notes issued under this act and the debts evidenced thereby
shall be obligatory on the town in the same manner and to the same extent as other debts lawfully
contracted by it and shall be excepted from the operation of § 45-12-2. No such obligation shall at
any time be included in the debt of the town for the purpose of ascertaining its borrowing
capacity. The town shall annually appropriate a sum sufficient to pay the principal and interest
coming due within the year on bonds and notes issued hereunder to the extent that moneys
therefor are not otherwise provided. If such sum is not appropriated, it shall nevertheless be added
to the annual tax levy. In order to provide such sum in each year and notwithstanding any
provision of law to the contrary, all taxable property in the town shall be subject to ad valorem
taxation by the town without limitation as to rate or amount.

SECTION 8. Any bonds or notes issued under the provisions of this act, and coupons, if
any, if properly executed by officers of the town in office on the date of execution, shall be valid
and binding according to their terms notwithstanding that before the delivery thereof and
payment therefor any or all of such officers shall for any reason have ceased to hold office.

SECTION 9. The town, acting by resolution of its town council, is authorized to apply
for, contract for and expend any federal or state advances or other grants or assistance which may
be available for the purposes of this act, and any such expenditures may be in addition to the
moneys provided in this act. To the extent of any inconsistency between any law of this state and
any applicable federal law or regulation, the latter shall prevail. Federal and state advances, with
interest where applicable, whether contracted for prior to or after the effective date of this act,
may be repaid as project costs under section 2.

SECTION 10. Bonds and notes may be issued under this act without obtaining the
approval of any governmental agency or the taking of any proceedings or the happening of any
conditions except as specifically required by this act for such issue. In carrying out any project
financed in whole or in part under this act, including where applicable the condemnation of any
land or interest in land, and in the levy and collection of assessments or other charges permitted
by law on account of any such project, all action shall be taken which is necessary to meet
constitutional requirements whether or not such action is otherwise required by statute, but the
validity of bonds and notes issued hereunder shall in no way depend upon the validity or
occurrence of such action.

SECTION 11. The town treasurer and town manager, on behalf of the town, are hereby
authorized to execute such instruments, documents or other papers as either of them deem
necessary or desirable to carry out the intent of this act and are also authorized to take all actions
and execute all instruments, documents or agreements necessary to comply with federal tax and
securities laws, which instruments, documents or agreements may have a term coextensive with
the maturity of the bonds authorized hereby, including Rule 15c2-12 of the Securities and
Exchange Commission (the "Rule") and to execute and deliver a continuing disclosure agreement or certificate in connection with the bonds or notes in the form as shall be deemed advisable by such officers in order to comply with the Rule.

SECTION 12. All or any portion of the authorized but unissued authority to issue bonds and notes under this act may be extinguished by resolution of the town council after seven (7) years shall have passed from the approval of this act provided for in section 14, without further action by the general assembly.

SECTION 13. At the general election to be held on November 6, 2018 or at a local election, other than a primary, to be held on a date designated by the town council, there shall be submitted to electors of the town a question in substantially the following form: "Shall An Act Passed at the 2018 Session of the General Assembly Entitled 'AN ACT AUTHORIZING THE TOWN OF SMITHFIELD TO ISSUE NOT TO EXCEED $4,500,000 IN GENERAL OBLIGATION BONDS, NOTES AND OTHER EVIDENCE OF INDEBTEDNESS TO FINANCE THE ACQUISITION, CONSTRUCTION, BUILDING, FURNISHING AND EQUIPPING OF A NEW FIRE STATION IN THE TOWN' be approved?" and the warning for the election shall contain the question to be submitted. From the time the election is warned and until it is held, it shall be the duty of the town clerk to keep a copy of this act available at the clerk's office for public inspection, but the validity of the election shall not be affected by this requirement. To the extent of any inconsistency between this act and the town charter, this act shall prevail.

SECTION 14. Sections 13 and 14 shall take effect upon passage. The remainder of this act shall take effect upon the approval of this act by a majority of those voting on the question at the election prescribed by section 13.

========
LC005935
========
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Proposed Resolution – Play For All Fund

This project is a collaborative effort with the Town to raise funds in order to add adaptive playground equipment in our parks. The adaptive playground equipment will allow for children with disabilities or health issues to be able to enjoy the Town’s parks and have the opportunity to directly interact with other children.

The enclosed resolution will establish a restricted fund for the specific purpose of supporting and maintaining inclusive play and provide adaptive equipment for the playgrounds in Smithfield.

MOTION:

That the Smithfield Town Council hereby authorizes the attached resolution as submitted.
TOWN OF SMITHFIELD
RESOLUTION OF THE TOWN COUNCIL

A RESOLUTION ESTABLISHING A RESTRICTED PLAY FOR ALL DONATION FUND FOR THE TOWN OF SMITHFIELD

WHEREAS, the Town of Smithfield hereby accepts with gratitude the restricted donations from citizens/organizations wishing to donate funds and equipment to support and maintain a Play for All Fund for the Town of Smithfield;

WHEREAS, the fund balance shall be perpetual until terminated by the terms of the current resolution or by enactment of a subsequent resolution or amendment;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, RHODE ISLAND AS FOLLOWS:

WHEREAS, the Town Council of the Town of Smithfield that a Smithfield Play for All Fund be established for restricted donations for the specific purpose of supporting and maintaining inclusive play and provide adaptive equipment for the playgrounds in Smithfield.

WHEREAS, the Town Manager is hereby authorized to transmit this Resolution to the Town of Smithfield’s legislative delegation;

WHEREAS, this Resolution will take effect immediately upon its passage by the Town Council.

In witness whereof I have hereunto set my hand and affixed the official seal of the Town of Smithfield this 20th day of August, 2019.

By the Smithfield Town Council

______________________________________  ______________________________
Carol A. Aquilante, Town Clerk         Suzanna L. Alba, President
                                          Smithfield Town Council
JOIN US — IN SUPPORT OF —

Play For All Fundraiser

Our fundraiser is to raise money for the Smithfield Play For All Fund, which has been established to support inclusive play and provide adaptive equipment for the playgrounds in Smithfield.

SUNDAY, SEPTEMBER 29TH FROM 12-4 PM

EPHRAIM DOUMATO JEWELERS, 425 PUTNAM PIKE, GREENVILLE, RI 02828

A percentage of all purchases made at Ephraim Doumato Jewelers that day will benefit our cause.

If you would like to sponsor this event or make a donation, please contact Jen Fiorio at Jen@martonegroup.com

The sponsorship levels are:

Diamond $750, Emerald $500, Ruby $250

All checks can be made payable to Town of Smithfield Play For All Fund

HOSTED BY:

Christian’s Voice

Martone Group.com

RE/MAX Properties

Ephraim Doumato Jewelers

Siena
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Addendum to Memorandum with Bryant University

In the Memorandum of Agreement with Bryant University the Town bills Bryant quarterly for all Police and Fire runs to the University and reconciles all healthcare reimbursements for medical transports as credits. This process is very time consuming for both the Town and the University. To help streamline the process we have analyzed all billings since the agreement began (3/1/2014) to develop a hybrid rate specific for medical transports.

Pending action by the Town Council the addendum would be retroactive to March 1st, 2019 for quarterly billing purposes.

MOTION:

Moved that the Smithfield Town Council hereby authorizes the addendum to the Memorandum of Agreement between Bryant University and the Town of Smithfield, as presented.
ADDENDUM
MEMORANDUM OF AGREEMENT

Between

THE TOWN OF SMITHFIELD

And

BRYANT UNIVERSITY

Dated as of August 20, 2019

This Addendum (the “Addendum”) to the Memorandum of Agreement by and between the Town of Smithfield (the “Town”) and Bryant University (the “University” or “Bryant”) (collectively, the “Parties”) amends that certain Memorandum of Agreement (the “Original MOA”), dated March 1, 2014, and signed by the Parties. The purpose of this Addendum is to establish an additional reimbursement rate for Transport/EMS Incidents under the same terms and conditions of the Original MOA.

1. The Original MOA is amended as follows:

   a. Article I, Term and University Contributions, B. Payment: is hereby amended, in part, by adding the following:

      Commencing March 1, 2019, and each year thereafter during the term of this Agreement, the University shall pay to the Town in the manner hereinafter specified the sum of $454.24 for each Smithfield Fire Department rescue run to the Bryant campus classified as a Transport/EMS Incident (“Fire Department Transport Run”) in which the Town is expected to receive insurance reimbursement. Such payments shall constitute full reimbursement to the Town for all Public Safety Service per run and will negate the credits to reduce the next Estimated Public Safety Services Payment that would otherwise be due hereunder.

      Commencing on March 1, 2020, and each year thereafter during the term of this Agreement, the Fire Department Transport Run rate of $454.24 shall increase by the percentage increase in the Boston Regional Consumer Price Index during the immediately preceding twelve (12) month period, subject to a floor of 1% and a ceiling of 5%.

2. All other terms and conditions under the Original MOA remain unchanged and in effect.
IN WITNESS WHEREOF, the parties have executed the Addendum to the Original MOA as of the date and year set forth below.

TOWN OF SMITHFIELD

By: ________________________
   Suzanna L. Alba
   Town Council President

Date: __________________

By: ________________________
   Randy R. Rossi
   Town Manager

Date: __________________

BRYANT UNIVERSITY

By: ________________________
   Ronald K. Machley
   President

Date: __________________
DATE: August 13, 2019

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Contract for Grant Administration and Writing Services

As we continue working towards developing a plan for reopening the East Smithfield Neighborhood Center it is important to locate alternative funding sources for the project. As part of the efforts to locate funding the Town has reached out to a consultant with over 22 years of extensive experience to aid in the process.

- Grants administration: research, write, track and secure funding opportunities with federal, state, local agencies/Departments and private foundations.
- Coordinate securing support from, Congressional and State leaders, to secure maximum amount of grant awards.
- Facilitate meetings for Client with stakeholders who oversee funding agencies and departments to support ESNC.
- Work with Client to draw down awarded funding, compliance and status reports.
- Consultant will provide advisement re: media coverage, public relations, community outreach and project management for Client as directed.

The focus of the proposed agreement is specifically for funding opportunities for the East Smithfield Neighborhood Center.

MOTION:

Moved that the Smithfield Town Council hereby awards the contract for Grant Administration and Writing Services to Rosewood Consulting Company, LLC at a rate of $200 per hour and a contract total not to exceed $7,000.
CONSULTING AGREEMENT

This Agreement is entered into, effective August 20, 2019, by and between Town of Smithfield, RI, Office of the Town Manager (hereinafter the “Client”) and Rosewood Consulting, Inc., with an address of One Rosewood Drive, North Providence, RI 02904 (hereinafter the “Consultant”).

RECITALS:

A. Client is a thriving municipality seeking new sources of revenue and grant opportunities from the State and Federal Governments and private foundations for East Smithfield Neighborhood Center and other signature town projects.
B. Consultant has extensive experience, 22+ years, in grants administration, management, compliance and community and economic development.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged and subject to the terms and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Consultant will provide grants administration and management to Client for established priorities:

- Grants administration: research, write, track and secure funding opportunities with federal, state, local agencies/departments and private foundations.
  
  Coordinate securing support from, Congressional and State leaders, to secure maximum amount of grant awards.
- Facilitate meetings for Client with stakeholders who oversee funding agencies and departments to support ESNC.
- Coordinate with the Town Manager projects that are shovel-ready to secure funding. Create redevelopment plan for ESNC, architectural renderings, timelines, budgets etc.
- Work with Client to draw down awarded funding, compliance and status reports.
- Consultant will provide advisement re: media coverage, public relations, community outreach and project management for Client as directed.

2. TERMS
The term of this agreement commences on August 20, 2019 and enforced at the will of the Smithfield Town Council.

3. COMPENSATION
Client agrees to compensate consultant at a billable hour rate of $200.00 and contract total not to exceed $7,000. The contract can be extended at any time by a vote of the Smithfield Town Council.

4. CONSULTANT’S RELATIONSHIP
All employment taxes such as FICA, FUTA, and FIT, and expenses and benefits associated with employment will be the responsibility of the Consultant. The Client will have no obligation to provide Consultant with any benefits other than the compensation set forth in Paragraph 3.

5. OWNERSHIP OF INFORMATION
All Client originals and documents, proposals, reports, agreements and memoranda of any other information relating to Consultant’s work under this Agreement shall be the property of Client and shall be kept confidential in accordance with the provisions of Paragraph 6, Confidentiality. Consultant acknowledges that Client may use this information for any purpose whatsoever and Consultant agrees to transfer to Client any and all rights, title and interest in such information.

6. CONFIDENTIALITY
The Consultant will not, divulge or appropriate for its own use or communicate to any third party any of the trade secrets or other confidential information or knowledge in the possession of the Consultant relating to the Company’s business or affairs.

Confidential information shall include, by way of example, but not limitation, internal communications, business plans, proposed bids, marketing information and internal communication related to the Client.

7. ASSIGNMENT, SUCCESSORS AND ASSIGNS
This agreement is a personal contract and obligations hereunder may not be sold, transferred or assigned. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof and this agreement shall continue in effect without said provision and will be interpreted to reflect the original intent of the parties.
8. GOVERNING LAW
The formation of the agreement and the rights and obligations of the parties hereunder shall be governed by and exclusively construed in accordance with the laws in the State of Rhode Island.

9. ENTIRE AGREEMENT
By entering into this agreement, all prior negotiations, representations and discussions contain the entire understanding between the parties concerning the subject matter hereof. This agreement shall not be modified except by written notice and signed by an authorized representation of each party.

IN WITNESS WHEREOF, the Parties hereto by their respective and duly authorized officers have hereunto set their names.

BY: ___________________________
    Lisa M. Andoscia
    Rosewood Consulting, Inc.

BY: ___________________________
    Randy R. Rossi
    Town Manager

DATE:
MEMO - AGENDA ITEM COVER SHEET

Date: August 9, 2019
To: Smithfield Town Council
From: Drew Manlove, Assessor
Re: Tax Abatements

BACKGROUND:
Abatements are granted as a result of appeals on real estate, personal property, and motor vehicle taxes. Abatements may also be requested by the tax collector for uncollectible taxes.

FINANCIAL IMPACT:
Total abatements for this period = $2,899.21

ATTACHMENTS:
Abatement Transaction Report
RI General Law Title 44-7-14

MOTION:
Moved that the Smithfield Town Council approve the tax abatements in the amount of $2,899.21
**Abatements for the time period of August, 2019**

To the Honorable Smithfield Town Council:
I hereby recommend that you cancel (abate) the taxes so described below.

### Real Estate Abatements

<table>
<thead>
<tr>
<th>ACCT #</th>
<th>NAME</th>
<th>REASON</th>
<th>PRIOR ASSESSMENT</th>
<th>REVISED ASSESSMENT</th>
<th>ABATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-0310-01</td>
<td>Emin John F Jr L/E</td>
<td>Added Sr Ex</td>
<td>$435,300.00</td>
<td>$246,700.00</td>
<td>$2,462.33</td>
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<tr>
<td>46/254</td>
<td></td>
<td></td>
<td>$246,700.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$2,462.33</strong></td>
</tr>
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</table>

### Motor Vehicle (Excise Tax) Abatements

<table>
<thead>
<tr>
<th>ACCT #</th>
<th>NAME</th>
<th>REASON</th>
<th>PRIOR ASSESSMENT</th>
<th>REVISED ASSESSMENT</th>
<th>ABATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03-1344-67</td>
<td>Catullo Ryan P</td>
<td>Belongs to Glocester</td>
<td>$4,353.00</td>
<td>$0.00</td>
<td>$152.36</td>
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<tr>
<td>RC673</td>
<td></td>
<td></td>
<td>$152.36</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>02-1814-98</td>
<td>Borrelli Valerie E</td>
<td>Belongs to Cranston</td>
<td>$4,052.00</td>
<td>$0.00</td>
<td>$141.82</td>
</tr>
<tr>
<td>383076/VAL1</td>
<td></td>
<td></td>
<td>$141.82</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>04-0719-22</td>
<td>Dechristofaro John</td>
<td># of days due to accident</td>
<td>$4,748.00</td>
<td>$3,914.00</td>
<td>$29.19</td>
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<tr>
<td>WO 239</td>
<td></td>
<td></td>
<td>$29.19</td>
<td>$3,914.00</td>
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<tr>
<td>10-0024-88</td>
<td>Jackson Paul E</td>
<td>Registered in MN since 2017</td>
<td>$6,110.00</td>
<td>$0.00</td>
<td>$213.85</td>
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<tr>
<td>QR227</td>
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<td></td>
<td>$213.85</td>
<td>$0.00</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>$323.37</strong></td>
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### Tangible Property Abatements

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<th>ACCT #</th>
<th>NAME</th>
<th>REASON</th>
<th>PRIOR ASSESSMENT</th>
<th>REVISED ASSESSMENT</th>
<th>ABATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-2089-34</td>
<td>PKC Consulting LLC</td>
<td>No PP 12/31/18</td>
<td>$1,900.00</td>
<td>$0.00</td>
<td>$113.51</td>
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<td></td>
<td></td>
<td></td>
<td>$1,900.00</td>
<td>$0.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$113.51</strong></td>
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<td></td>
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</tbody>
</table>

**TOTAL ABATEMENTS**

$2,899.21

For the reason that the tax was assessed in error, these taxes should be abated as reported.

Report presented by Town Assessor: [Signature]

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Page 1 of 2
DATE: August 14, 2019

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Town Council Liaison to the Water Supply Board Advisory Commission

At their August 5, 2019 meeting, the Smithfield Water Supply Board Advisory Commission made the following motion:

Jonathan Klein made a motion, seconded by Jeanne Verity, that the Chairperson of the Smithfield Water Board Advisory Commission should promptly ask the Water Board to appoint a Water Board member to be its representative to the Advisory Commission, to attend the Advisory Commission's meetings, convey the sense of the Water Board to the Commission, and to communicate the Advisory Commission's decisions and other matters to the Board.

Thank you.

RECOMMENDED MOTION:

The Smithfield Town Council hereby appoints Maxine Cavanagh to be the Council liaison to the Smithfield Water Supply Board Advisory Commission.
TO: The Honorable Smithfield Town Council and Water Supply Board

FROM: The Smithfield Water Supply Board Advisory Commission

SUBJECT: Request for Liaison to Smithfield Water Supply Board Advisory Commission

DATE: August 12, 2019

Established in 2017 by Chapter 55 of the Town’s ordinances, commissioners of the Smithfield Water Supply Board Advisory Commission were seated in 2018 and have been meeting monthly on matters relating to the water system.

Since convening, the Commission has worked on a number of important topics, including, but not limited to:

- Updates to the Rates, Rules, and Regulations;
- Consultation on the tank rehabilitation projects;
- Evaluation and prioritization of future capital projects to maintain the water system’s state of good repair;
- Consultation with the DPW Director on project financing through the Rhode Island Infrastructure Bank;
- Assessment of interconnects to provide redundancy;
- Updates to the Water Supply Board’s webpage.

The Commission was formed to provide the Town Council and Water Supply Board with reasoned recommendations developed by a committee of Town’s people with varying backgrounds. To date, these recommendations have flowed from the Commission through the DPW Director and Town Manager to the Water Supply Board. Because there is often considerable discussion prior to arriving at a recommendation, the Advisory Commission believes there is value in the Water Supply Board participating in the Advisory Commission meetings and is hereby formally inviting the Water Supply Board to appoint a liaison to attend and participate in Advisory Commission meetings to better understand the Commission’s recommendations toward a state of good repair. The Advisory Commission meets at 6pm the first Monday of each month at Town Hall.

We look forward to including your liaison in our future meetings.

Respectfully Submitted,

Smithfield Water Supply Board Advisory Commission

Derek J. Tomka
Chairperson