SMITHFIELD TOWN COUNCIL MEETING

SMITHFIELD TOWN HALL

OPEN SESSION

TUESDAY

September 3, 2019
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: to interview Cynthia Mulvey for possible appointment to a Town Board or Commission.

Agenda

I. Regular meeting called to order at 7:00 p.m.

II. Prayer

III. Salute to the Flag

IV. Emergency Evacuation and Health Notification

V. Presentations: Presentation to Elizabeth Blanchette, India Gaffney, Xiao Yan Rugg, Emma Santos, Bethany Sluter, and Olivia Sylva for painting the RI Landscapes Mural.

VI. Minutes:
   A. Move that the minutes of the August 20, 2019 Town Council closed session meeting be approved as recorded and sealed.
   B. Move that the minutes of the August 20, 2019 Town Council open session meeting be approved as recorded.

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

VIII. Public Hearings:
   A. Conduct a public hearing 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 October 15, 2019 to consider revisions to the rates, rules and regulations for the Smithfield Water Supply Board.

IX. Licenses:

A. Consider approving a new Holiday Sales License for Ephraim Doumato Jewelers, Inc. d/b/a “Ephraim Doumato Jewelers”, located at 425 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

B. Consider approving a new Palmistry/Phrenology License for Michael Evans d/b/a “Psychic Readings”, 496 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

C. Consider approving a new Victualling License for New England Authentic Eats, d/b/a “D’Angelo Sandwich Shop”, 375 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

X. Old Business: None.

XI. New Business:

A. Consider, discuss, and act upon approving the purchase of a Toro Groundsmaster 4000-D Commercial Mower, through Sourcewell Contract Pricing Member #19435, in the amount of $68,467.20 for the Recreation Department.

B. Consider, discuss, and act upon a request for qualifications for design services for the High School media center.

C. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon authorizing the Public Works Director/Water Commissioner to enter into a contract with Pare Corporation, through the State of Rhode Island Master Price Agreement #3500118–CR-45 Architectural and Engineering Services, in an amount not to exceed $11,600.00 for a Capital Project Evaluation Study.

D. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon authorizing the Public Works Director/Water Commissioner to enter into a contract with Pare Corporation, through the State of Rhode Island Master Price Agreement #3500118–CR-45 Architectural and Engineering Services, in an amount not to exceed $15,000 to update to the 2011 Clean Water
Infrastructure Replacement Plan as required by the RI Board of Health.

E. 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 Greater Boston Police Council, for the purchase of one (1) new Ford F-350 service truck in an amount not to exceed $49,998.90.

F. Consider, discuss, and act upon the adoption of a resolution authorizing the financing of the purchase of a Ford F-350 service truck for the Public Works Department through the Smithfield Capital Lease Fund.

G. Consider, discuss, and act upon authorizing a request for qualifications for design services for the Department of Public Works Building Renovations Project.

H. Consider, discuss, and act upon approving tax abatements in the amount of $12,410.12.

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: THURSDAY, AUGUST 29, 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.
PLEASE SEE CLOSED SESSION MINUTES ENVELOPE
MINUTES OF SMITHFIELD TOWN COUNCIL MEETING
Date: Tuesday, August 20, 2019
Place: Smithfield Town Hall
Time: 6:30 P.M.

Present: Town Council President Suzanna L. Alba
Town Council Vice-President T. Michael Lawton
Town Council Member Dina T. Cerra
Town Council Member Sean M. Kilduff(excused)
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 Cerra, seconded by Council member Cavangh, 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: a.) to interview Michael Tartaglia for a possible reappointment and b.) to discuss an employee disability pension. 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, August 20, 2019 Smithfield Town Council meeting to order at 7:05 p.m.

II. Town Council President Alba offers a prayer.

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

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

V. Presentations: None

VI. Minutes:
   A. Move that the minutes of the June 18, 2019 Town Council work session meeting be approved as recorded.

      Motion made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the minutes of the June 18, 2019 Town Council work session 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.

The minutes of the June 18, 2019 Town Council closed session meeting minutes were previously approved at the July 9, 2019 Town Council meeting.
C. Move that the minutes of the June 18, 2019 Town Council open session meeting be approved as recorded.

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

D. Move that the minutes of the July 9, 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 July 9, 2019 closed session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 4/0 vote.**

E. Move that the minutes of the July 9, 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 July 9, 2019 Town Council open session meeting be approved as recorded. **Motion is approved by a unanimous 4/0 vote.**

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

Motion made by Council member Cerra, seconded by Council Vice-President Lawton, that the minutes of the July 30, 2019 Town Council work session meeting be approved as recorded. **Motion is approved by a unanimous 4/0 vote.**

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

A. Zoning Board reappointment with a term expiring in May of 2022.

Motion made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby reappoints Linda Marcello to the Smithfield Zoning Board with a term expiring in May of 2022. **Motion is approved by a unanimous 4/0 vote.**

B. Zoning Board reappointments (2) with terms expiring in May of 2020.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby reappoints Stephen Cassidy as an alternate to the Zoning Board for a term expiring in May of 2020. **Motion is approved by a unanimous 4/0 vote.**

Motion is made by Council Vice-President Lawton, seconded by Council member
Cavanagh, that the Smithfield Town Council hereby reappoints Kaity Ryan as an alternate to the Zoning Board for a term expiring in May 2020. **Motion is approved by a unanimous 4/0 vote.**

C. **Conservation Commission reappointment with a term expiring in July of 2022.**

    **Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby reappoints Donald Burns to the Conservation Commission for a term expiring in July 2022. **Motion is approved by a unanimous 4/0 vote.**

D. **Heritage Hall of Fame Committee appointment.**

    **Motion** is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council hereby appoints Amy Paul to the Heritage Hall of Fame Committee. **Motion is approved by a unanimous 4/0 vote.**

E. **Land Trust appointment with a term expiring in September of 2021.**

    **Motion** is made by Council Vice-President Lawton, seconded by Council member Cerra, that the Smithfield Town Council hereby appoints Paul Harrison to the Land Trust for a term expiring in September 2021. **Motion is approved by a unanimous 4/0 vote.**

**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.”**

    Town Manager Rossi explains that the current ordinance for a special events license includes a license fee of $50.00 along with a per diem fee of $50. Town Manager Rossi further explains that when an event takes place on numerous dates it becomes an exorbitant amount for the applicant. Town Manager Rossi is asking the Town Council to schedule a public hearing for the September 3, 2019 Town Council meeting to amend the ordinance to consider lowering the per diem fee from $50.00 to $5.00.

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

B. **Schedule a public hearing on September 17, 2019 to consider adoption of Code of Ordinances, Chapter 237 “Mobile Food Establishments”.**

    Town Manager Rossi explains that in 2018 the General Assembly established the mobile food establishment registration act (R.I.G.L. 5-11.1); along with regulations developed by the R.I. Department of Business Regulations. Town Manager Rossi further explains that these
regulations require the local cities and towns to incorporate a local ordinance for the implementation of a Mobile Food Establishment license. Town Manager Rossi asks the Town Council to schedule a public hearing for the September 17, 2019 Town Council for the passage of this new ordinance.

Council member Cavanagh questions the license fees regarding establishments that have a restaurant in Rhode Island. Council member Cavanagh is asking for more clarification in the new ordinance when voted on.

Town Solicitor Gallone states that they can make changes to the new ordinance before passage.

Motion is made by Council member Cerra, seconded by Council member Cavanagh, 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”. Motion is approved by a unanimous 4/0 vote.

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.

Town Planner Phillips explains that pursuant to Zoning Ordinance, Article 11 – Adoption and Amendment and in compliance with R.I.G.L. 45-34-51, the Town Council is required to conduct a public hearing on all proposed amendments to the Zoning Ordinance and Zoning Map. Town Planner Phillips further explains that the Planning Board is requesting that the Town Council schedule a public hearing on September 17, 2019 to consider the proposed amendments.

The Town Council members request Town Planner Phillips enclose in their packets for the September 17, 2019 Town Council meeting a larger map to have a clearer view of the lots.

Council President Alba suggests that the Town Council members speak with Town Planner Phillips should they have any further questions before the September 17, 2019 Town Council meeting.

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 Map that extends the Economic Growth Overlay District (EGO) as described above. Motion is approved by a unanimous 4/0 vote.

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”.

Town Planner Phillips explains that pursuant to Zoning Ordinance, Article LL – 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. Town Planner Phillips further explains that the Planning Board is requesting that the Town Council schedule a public hearing on September 17, 2019 to consider the proposed amendments.

Council President Alba suggest that the Town Council members speak with Town Planner Phillips should they have any further questions before the September 17, 2019 Town Council meeting.

Council President Alba asks Town Manager Rossi to research the total cost to the Town including the settlement costs regarding the original ordinance and amended ordinance.

Motion is made by Council Vice-President Lawton, seconded by Council member Cerra, 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. **Motion is approved by a unanimous 4/0 vote.**

VIII. 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.

Motion is made by Council Vice-President Lawton, seconded by Council member Cerra, that the Smithfield Town Council approve the annual 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.

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

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

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, 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, RI.
Motion is approved by a unanimous 4/0 vote.

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.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, 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 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.

Motion is approved by a unanimous 4/0 vote.

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.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, 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 Williams 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. Motion is approved by a unanimous 4/0 vote.

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.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, 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. **Motion is approved by a unanimous 4/0 vote.**

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.**

Thomas J. Tullie, Ice Rink Director, explains that the new Emergency General Project RFP was approved at the July 9, 2019 Town Council meeting and the detailed project specifications were advertised and sealed proposals were accepted by the Purchasing Agent on Wednesday, July 24, 2019. Ice Rink Director Tullie further explains that as a result of the bid proposals 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.

**Motion** is made by Council member Cerra, seconded by Council member Cavanagh, that 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. **Motion is approved by a unanimous 4/0 vote.**

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.**

Town Engineer Cleary explains that the selection committee reviewed the qualification statements received for the advertised services along with a tabulation of consultants that submitted statements for the Town’s review. Town Engineer Cleary further explains that after careful review of the statements, three (3) firms were interviewed by the committee to better understand approach and experience. Upon further review CDM-Smith was evaluated as the top scorer and is therefore a positive recommendation and is being forwarded to the Town Council as such.
Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorizes a three (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. Motion is approved by a unanimous 4/0 vote.

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.

Town Planner Phillips explains that based on recommendation from the Planning Board and Town Council the RFQ for Planning Consulting services has been prepared. Town Planner Phillips further explains that 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.

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

D. Consider, discuss, and act upon authorizing an agreement for power supply with Ameresco.

Town Planner Phillips explains that the option available to the Town is to realize electric cost savings through solar development 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. Town Planner Phillips further explains that Ameresco had two (2) net metering credit proposals; one (1) based on a fixed credit rate, the other with a 2% rate escalator. Based on the proposals the escalating rate seems to be the most advantageous for the Town over the twenty-five (25) year life of the agreement. Town Planner Phillips also explains that the Town engaged the services of Seth Handy, Esq., who specializes in energy related matters to review the agreement and advise the Town.

Town Planner Phillips explains that the School Committee voted not to have solar panels on the roofs of the schools.

Council member Cavanagh and Council member Cerra are concerned if the School Department decides to have solar panels in the future, how it affects this agreement.

Town Planner Phillips states that the School Department may have to enter into their own agreement.
Town Manager Rossi explains that this agreement needs to be signed by August 30, 2019 and the Town Council can decide to discuss this with the School Committee at the next joint meeting with the Town Council.

*See supporting documentation attached.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cerra, 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. **Motion is approved by a unanimous 4/0 vote.**

E. **Consider, discuss, and act upon a bid award for snow plowing services for the School Department.**

Town Manager Rossi explains that the proposal for snow removal was submitted on May 24, 2019. After review performed Lisa Cournoyer, Director of Financial Operations and Angelo Mencucci, Director of Building and Grounds, 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. Town Manager Rossi further explains that they will be entering into a one (1) year agreement in order to allow the Department of Public Works to plan for future joint services with the School Department for snow plowing.

**Motion** is made by Council member Cerra, seconded by Council member Cavanagh, that the Smithfield Town Council hereby awards the proposal submitted by P & K Landscaping of Smithfield, R.I. for the snow plowing services for the 2019-2020 year. **Motion is approved by a unanimous 4/0 vote.**

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.**

Town Manager Rossi explains that a sixty (60) 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 to the Town Council for further review.

Council President Alba encourages the Town Council members to reach out to the Land Trust members with any questions they may have.

Alfred Costantino, Town resident, submits a copy of the Smithfield Land Trust and Preserve RI Curatorship Oversight Agreement – Mary Mowry House, Phase 2 and reads number two (2) of the agreement. Mr. Costantino reads the section entitled Collection of Payments in Lieu of Rent. Mr. Costantino requests that this agreement is reviewed by the Town Council before voting to
approve a new agreement.

*See supporting documentation attached.*

Motion is made by Council member Cerra, seconded by Council member Cavanagh, that the Smithfield Town Council authorizes a sixty (60) day extension to the Curatorship and Occupancy Agreement for the Mary Mowry House with Revive the Roots. **Motion is approved by a unanimous 4/0 vote.**

G. **Consider, discuss, and act upon authorizing a three-year fixed rate contract with Direct Energy Services for supply of natural gas.**

Jason Parmelee, Finance Director, explains that the Town of Smithfield has a current contract with Direct Energy Services for the supply of natural gas that expires on September 30, 2019. Finance Director Parmelee further explains that 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 (3) 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.

Motion is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council enters into a three (3) year fixed rate contract beginning October 1, 2019 with Direct Energy Services for the supply of natural gas. **Motion is approved by a unanimous 4/0 vote.**

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

Finance Director Parmelee explains that following the opening of the proposals they were reviewed by the Police and Fire Pension Committees and a recommendation was to forward to the Town Council for consideration.

Motion is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorizes the advertisement of an RFP for Investment Advisory Services for the Police and Fire Pension Funds. **Motion is approved by a unanimous 4/0 vote.**

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

Town Manager Rossi explains that the Fire Pension Committee met on July 17, 2019 and unanimously voted in favor of granting this disability pension.

Council Vice-President Lawton states that he would like to thank Lieutenant Edward Quattrini
for his twenty-two (22) years of service.

John Serapiglia, Town resident, asks Town Manager Rossi if the Fire Union contract requires a fitness program for firefighters as well as a non-smoking policy.

Town Manager Rossi states that there is a fitness clause in the union contract, but he does not believe there is any notation regarding a non-smoking policy.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorizes a Fire Disability Retirement for Lieutenant Edward Quattrini effective August 20, 2019, **Motion is approved by a unanimous 4/0 vote.**

**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.

Robert Seltzer, Fire Chief explains that the RFQ for architectural services for the new fire station was approved by the Town Council on April 2, 2019. Chief Seltzer further explains that detailed specifications were advertised and the deadline for proposal submission was held at 10:00 am on Friday, April 25, 2019 at which time seven (7) proposals were received. Chief Seltzer further explains that a review of all the proposals were conducted by the sub-committee members and three (3) top candidates were chosen for interviews. Chief Seltzer states that a building committee meeting was held on August 14, 2019 to discuss the selection process and a motion was made and approved to award the contract to Aharonian & Associates, Inc.

**Motion** was made by Council member Cerra, seconded by Council member Cavanagh, that the Smithfield Town Council hereby awards the contract for Architectural Services for the Fire Station to Aharonian & Associates of Smithfield, R.I. at a cost not to exceed $334,900. **Motion is approved by a unanimous 4/0 vote.**

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

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

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

Town Manager Rossi explains that this project is a collaborative effort with the Town of Smithfield to raise funds in order to add adaptive playground equipment in our parks. Town Manager Rossi further explains that 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. Town Manager Rossi states that 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 is made by Council Vice-President Lawton, seconded by Council member Cerra, that the Smithfield Town Council hereby authorizes the attached resolution as submitted. **Motion is approved by a unanimous 4/0 vote.**

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

Town Manager Rossi explains that in the Memorandum of Agreement with Bryant University, the Town bills Bryant University quarterly for all Police and Fire runs to the university and reconciles all healthcare reimbursements for medical transports as credits. Town Manager Rossi further explains that the 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. Town Manager Rossi states that pending action by the Town Council, the addendum would be retroactive from March 1, 2019 for quarterly billing purposes.

**Motion** is made by Council Vice-President Lawton, seconded by Council member Cavanagh, that the Smithfield Town Council hereby authorizes the addendum to the Memorandum of Agreement between Bryant University and the Town of Smithfield, as presented. **Motion is approved by a unanimous 4/0 vote.**

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

Council President Alba explains that the Town Council met with the grant writer and there are many alternate funding sources that are available to the Town that can be used to restore the East Smithfield Neighborhood Center that a consultant would be able to apply for.

Council member Cerra states that the grant writer consultant was very knowledgeable and she was very impressed with her credentials.

**Motion** is made by Council member Cerra, seconded by Council Vice-President Lawton, 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. **Motion is approved by a unanimous 4/0 vote.**

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

**Motion** is made by Council member Cerra, seconded by Council Vice-President Lawton, that the Smithfield Town Council approve the tax abatements in the amount of $2,899.21. **Motion is approved by a unanimous 4/0 vote.**

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

Motion is made by Council Vice-President Lawton, seconded by Council member Cerra, that the Smithfield Town Council hereby appoints Maxine Cavanagh to be the Council liaison to the Smithfield Water Supply Board Advisory Commission. Motion is approved by a unanimous 4/0 vote.

XII. Public Comment

Alfred Costantino, Town resident states that he attended a Land Trust meeting at which there were three (3) open meeting violations at that meeting. Mr. Costantino also states that he was allowed to speak at the meeting. Mr. Costantino explains that the Attorney General’s office conducts an open meetings seminar each year and the boards and commission chairs should be required to attend. Mr. Costantino believes that the Land Trust chair needs directions on how to run a meeting. Mr. Costantino also explains that he made a presentation to the School Committee last evening and presented two (2) sets of plans. One (1) plan was the original plan and one (1) plan was the amended plan. Mr. Costantino feels that this is a joint issue between the School Committee and Town Council in order to correct the issues with the plans.

Paul Santucci, Town resident, agrees with Mr. Costantino and understands the gravity of the situation.

Council member Cerra states that there is a School Building Committee meeting next week and welcomes everyone to attend.

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

Council President Alba explains that there were no votes taken in closed session.

XIV. Adjournment.

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

Meeting adjourns at 8:29 P.M.

[Signature]

Town Clerk
memorandum

DATE:    August 28, 2019
TO:       Smithfield Town Council
FROM:     Randy R. Rossi, Town Manager
RE:       Proposed Amendment to 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 exorbitant for the applicant and we are requesting the Town
Council’s consideration to lower the per diem fee from $50 down to $5.

MOTION:

That the Smithfield Town Council hereby authorizes amendments to the Code of
Ordinances, Chapter 186 “Entertainment, Shows, and Special Events”, Section 21
“License Fee” to lower the per diem fee from $50 down to $5.
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 ORDNANCES 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)
MEMORANDUM

Date: September 3, 2019
To: Honorable Town Council
From: Gene Allen, Public Works Director

RE: Request to Set Public Hearing for Water Rates, Rules and Regulations SWSB

BACKGROUND:

The Smithfield Water Supply Board Advisory Commission previously submitted, for your consideration, proposed revisions to the Rates, Rules and Regulations for the Smithfield Water Supply Board (SWSB). The last revision was adopted in January of 2008.

The proposed revisions incorporate comments from the Advisory Commission, SWSB staff and Pioneer Consulting Group regarding rates and rate structure along with West Group Law PLLC for legal considerations. The recommendations presented are intended to provide the SWSB with the governance to ensure the reliable supply of water at the highest quality for its customers.

FINANCIAL IMPACT:

The proposed rates will insure that the customers of the SWSB received the highest possible water quality and service reliability.

RECOMMENDATION: That the Smithfield Town Council Advertise a Public Hearing to review the Rates, Rules and Regulations for the Smithfield Water Supply Board.

MOVED: That the Smithfield Town Council Advertise a Public Hearing to review the Rates, Rules and Regulations for the Smithfield Water Supply Board.
DATE: May 13, 2019

TO: Smithfield Town Council

FROM: Derek Tomka, Chairman
       Water Supply Board Advisory Commission

RE: Smithfield Water Supply Board Rates, Rules and Regulations

The Smithfield Water Supply Board Advisory Commission submits, for your consideration, proposed revisions to the Rates, Rules and Regulations for the Smithfield Water Supply Board (SWSB). The last revision was adopted in January of 2008. Per Ordinance, Chapter 55, §55-5 General Duties and Purpose; this memorandum addresses Item G, and incorporates the Rate Study recommendations, previously forwarded, Item B, as charged to the Commission.

The proposed revisions incorporate comments from the Advisory Commission, SWSB staff and Pioneer Consulting Group regarding rates and rate structure along with West Group Law PLLC for legal considerations. The recommendations presented are intended to provide the SWSB with the governance to ensure the reliable supply of water at the highest quality for its customers.

At their May 6, 2019 meeting, the Smithfield Water Supply Board Advisory Commission reviewed the final revisions to the Rates, Rules and Regulations. Minor recommendations were made to the final draft and have been incorporated into the accompanying documents.

Jonathan Klein made a motion, seconded by Jeanne Verity, that the Water Supply Board Advisory Commission approve the Rates, Rules and Regulations as presented with the addition of comments made tonight.

After discussion on the motion, a vote was taken. The vote on the motion was all in favor and the motion carried.
SMITHFIELD WATER SUPPLY BOARD

RATES, RULES, AND REGULATIONS

ADOPTED BY THE SMITHFIELD TOWN COUNCIL
IN THEIR CAPACITY AS
-THE
SMITHFIELD WATER SUPPLY BOARD

December 14, 1999 as Amended,
April 26, 2005 et seq.
January 4, 2008 et seq.
April 2019 Proposed Amendments

With Klein’s v2 comments of Jan 23rd

With B F, DL and GA comments incorporated on operational issues 2-12-19

With Tomka’s comments dated 3-3-19
# TABLE OF CONTENTS

## HISTORICAL BACKGROUND & SYSTEM SUMMARY

### GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>RATES &amp; SURCHARGES</td>
</tr>
<tr>
<td>1.1</td>
<td>What your water rates pay for</td>
</tr>
<tr>
<td>1.2</td>
<td>Retail Rate Structure</td>
</tr>
<tr>
<td>1.3</td>
<td>Annual Service Charge</td>
</tr>
<tr>
<td>1.4</td>
<td>RI State Water Quality Protection ChargeFund Surcharge</td>
</tr>
<tr>
<td>1.5</td>
<td>RI Department of Health Connection Surcharge</td>
</tr>
<tr>
<td>1.6</td>
<td>Sales Tax Exemptions</td>
</tr>
<tr>
<td>1.7</td>
<td>Residential Districts</td>
</tr>
<tr>
<td>1.8</td>
<td>Industrial and Commercial Districts</td>
</tr>
<tr>
<td>1.9</td>
<td>Special Charges</td>
</tr>
<tr>
<td>1.10</td>
<td>1.10.1 Paramount Development Agreement</td>
</tr>
<tr>
<td>1.11</td>
<td>1.11 Hydrant Rental Charges</td>
</tr>
<tr>
<td>1.12</td>
<td>Wholesale Rate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>WATER BILLS</td>
</tr>
<tr>
<td>2.1</td>
<td>Information Regarding Bills</td>
</tr>
<tr>
<td>2.2</td>
<td>Property Owners are Responsible for Bills</td>
</tr>
<tr>
<td>2.3</td>
<td>Responsibility for Water Charges</td>
</tr>
<tr>
<td>2.4</td>
<td>Payment</td>
</tr>
<tr>
<td>2.5</td>
<td>Interest on Unpaid Bills Liens and Charges</td>
</tr>
<tr>
<td>2.6</td>
<td>Interest on Unpaid Bills and Liens and Charges</td>
</tr>
<tr>
<td>2.7</td>
<td>Termination of Service</td>
</tr>
<tr>
<td>2.8</td>
<td>Customer Bankruptcy</td>
</tr>
<tr>
<td>2.9</td>
<td>Servicemembers Civil Relief Act</td>
</tr>
<tr>
<td>2.10</td>
<td>Courtesy Notices</td>
</tr>
</tbody>
</table>

*Contact: 401-789-5599*
3.0 METERS
  3.1 All Water Metered
  3.2 Ownership of Meters
  3.3 Location of Meters
  3.4 Accessibility
  3.5 By Whom Work Performed
  3.6 Damaged Meter or Meter Settings
  3.7 Remote Reading Water Meters
  3.8 Meter Testing
  3.9 Commercial and Industrial Meters
  3.10 Adjustments
  3.11 Repairs to Large Meters
  3.12 Billing Non-Registering Meters
  3.13 Unserviceable Meters or Outside Registers
  3.14 Tampering or Defacing Meters and Seals
  3.15 Spot Check of Meters
  3.16 Meter Replacement Program

4.0 SERVICE PIPES
  4.1 Locations and Easements
  4.2 Application for Service Pipes
  4.2.1 Applications to be Approved
  4.3 Connection/Main Charges for Service Pipes
  4.4 Ownership and Purpose of Service Pipe
  4.5 New Service Pipe from Building to Distribution Main
  4.6 Location
  4.8 Material for Service Pipes
  4.9 Inspection, Testing, and Location to Sanitary Line/Septic System
  4.10 Main Shut-Off Valve
  4.11 Horizontal Meter Setting
  4.12 Back Flow Prevention Valves
  4.13 Tapping Mains
  4.14 Repairs to Property Owner’s Service Pipe and Fixtures
  4.15 Road Opening and Sidewalk Permits
5.0 TEMPORARY SERVICES
5.1 For Building & Other Construction Purposes

6.0 FIRE SUPPLIES
6.1 Drawings
6.1.1 Conformance with Fire Flow Ordinance
6.2 Annual Charges
6.3 Installation to be ReviewedApproved by Board
6.4 Connection to Domestic Service Prohibited
6.5 Number of Services
6.6 Use of Service
6.7 Fire Flow Tests, Fees, and Liability
6.8 Cross Connections
6.9 Inspection
6.10 Vacant Buildings
6.11 Illegal Use
6.12 Meters
6.13 Valves
6.14 Violation of Rules

7.0 FIRE HYDRANTS
7.1 Authorization of Hydrant Installations
7.2 Hydrants are the Property of the Board
7.3 Duty to Inspect and Maintain Privately Owned Hydrants
7.4 Obstructing Hydrants
7.5 Use of Hydrants
7.6 Unauthorized Use of Hydrants
7.7 Hydrant Spacing/Main Extensions

8.0 CONDOMINIUM RULES & REGULATIONS
9.0 CROSS-CONNECTION AND BACKFLOW
  9.1 Cross Connection and Backflow Policy
  9.2 Cross Connection Prohibited
  9.3 Pump Connection
  9.4 Lawn and/or Garden Watering Systems
  9.5 Dishwashing and Laundry Machines

10.0 SUPPLEMENTAL INFORMATION
  10.1 Interruption of Water Supply
  10.2 Notice of Interruption of Service Not Required
  10.3 Unauthorized Use of Water
  10.4 Re-Sale of Water Prohibited
  10.5 Water Charges for One Person
  10.6 Water Waste
  10.7 Rights to Make Inspection
  10.8 Request for "Turn Off" and "Turn On" Fees
  10.9 Refusal to Give Service
  10.10 Penalty for Violation of Rules

11.0 CONSERVATION PROGRAM
  11.1 Meter Accuracy and Seals
  11.2 Waste and Leakage of Water; Conservation
  11.3 Detection of Leakage
  11.4 Conservation Measures
  11.5 Peak Usage Reductions

12.0 SUMMARY OF RATES & SURCHARGES

Appendix A Fee Schedule
Appendix B Water Service Application Form
Appendix C
Smithfield Water Supply Board Goals

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GOALS

HISTORICAL BACKGROUND & SYSTEM SUMMARY

A Water Supply Commission for the Town of Smithfield was authorized and established by Chapter 1676, 1930 Public Laws of Rhode Island, charged with the responsibility to make “an accurate and comprehensive study of the water supply of the Town of Smithfield”. Subsequent legislation delineated the service area of the Smithfield Water Supply Board (SWSB).

In 1963-64, the Longview Pump Station (fed by the Providence Water Supply Board), and a twelve-inch diameter cast iron transmission line in Smithfield Road (N. Providence) was constructed. This transmission line traverses en route, along Ridge Road (Smithfield) to the Rocky Hill one million gallon storage tank. Today, the SWSB includes approximately two hundred fifteen thousand feet (41 miles) of transmission and distribution water mains of varying materials and sizes. In addition to the Rocky Hill Storage Tank, the Island Woods four million gallon storage tank was put into service in 1993.

In October 2017, the Smithfield Town Council passed Ordinance Number 2017-07. Measure 55-2. This OrdinanceMeasure created the Smithfield Water Supply Board Advisory Commission, a five-member volunteer body that analyzes and advises the Water Supply Board on policy and on major operating and investment issues. These issues include the rates and regulations contained herein. The system’s 1,200 residential and industrial metered accounts serve approximately...
8,900 persons. Of these, an estimated one-third reside in the Town of North Providence. System capacity is approximately 1.8 million gallons per day; approximately 250,000 to 300,000 gallons per day are delivered to North Providence users. Also, the system delivers about 40,000 gallons per day to users in the East Smithfield Water District.

As of 2019, the SWSB serves 1,416 residential meters, 129 commercial meters and 40 industrial meters, and has an approximate capacity of 1.8 million gallons per day. Of this, North Providence has 473 meters, 70 of which serve 1,083 apartments, and consume approximately 220,000 gallons per day. The 40 industrial meters, billed monthly, consume approximately 321,000 gallons per day. The SWSB also provides at a wholesale rate, to the Providence Water Supply Board, 27,000 gallons per day on average to the East Smithfield area of town.

As of 2019, on a peak demand Summer day, the over-all system operates at 7979XX% of capacity.

As part of the US EPA Superfund project, completed in 1997, there exists an additional 20,000 feet of twelve-inch transmission line in Log Road and adjacent roadways, along with a 300,000 gallon storage tank on Burlingame Road. Also, this project included the construction of two new booster pumping stations (Limerock Rd., Log Rd.) and appurtenances as well as the complete retrofitting of the existing Longview Pump Station.

GENERAL INFORMATION

These Rules and Regulations govern the use of the public water system and the installation and connection of water mains and appurtenances for the Towns of Smithfield and North Providence, Rhode Island. This publication gives general guidelines for consumers with regard to their general obligations to the Smithfield Water Supply Board.
THE SMITHFIELD TOWN COUNCIL ACTING IN ITS CAPACITY AS THE SMITHFIELD WATER SUPPLY BOARD, DECEMBER 14, 1999, HEREBY MOVES the following rules and regulations and all subsequent changes, amendments and additions thereto, shall constitute a part of the contract with every person, corporation and property owner supplied with water from the Board. Every person, corporation and property owner using such supply shall be considered as consenting to be bound thereby. Copies will be made available upon payment of reasonable costs, and all persons are requested to read the rules carefully because failure to know the rules and regulations will not excuse anyone from the consequences of neglect of such rules and regulations.

Main Office and Hours

The main office of the Smithfield Water Supply Board (hereinafter sometimes referred to as “the Board” or “SWSB”), is located at 3 Spragueville Road, Smithfield, RI 02917. Office hours daily, except weekends and holidays from 8:00 a.m. to 3:00 p.m.

Information, Inquiries, and Complaints

Any information about water services, rates, rules, etc., may be had by calling 1 (401) 233-1034. Complaints of a minor nature may be made by phone. Major complaints should be made in writing and addressed to the Smithfield Water Supply Board, 64 Farnum Pike, Esmond, RI 02917. All inquiries and complaints will receive careful consideration. General information may be obtained at https://www.smithfieldri.com/water-department/#swsbac.

Emergency Calls

The department maintains emergency service twenty-four (24) hours a day, including Saturdays, Sundays and Holidays. Any emergency may be reported day or night by calling 1 (401) 231-2500.
Servicemen, Inspectors and Meter Readers

Do not allow any person claiming to be an employee of this Board to enter your premises unless he or she can show proper identification. Authorized employees will possess official identification issued by the SWSB. Any impostor should be reported at once.

THE SMITHFIELD TOWN COUNCIL ACTING IN ITS CAPACITY AS THE SMITHFIELD WATER SUPPLY BOARD, DECEMBER 14, 1999, HEREBY MOVES the following rules and regulations and all subsequent changes, amendments and additions thereto, shall constitute a part of the contract with every person, corporation and property owner supplied with water from the Board. Every person, corporation and property owner using such supply shall be considered as consenting to be bound thereby. Copies will be made available upon payment of reasonable costs, and all persons are requested to read the rules carefully because failure to know the rules and regulations will not excuse anyone from the consequences of neglect of such rules and regulations.
SECTION 1

1.0 RATES AND SURCHARGES

The Board supplies water to all premises through a meter only, and at the following rates included herein, which were adopted and approved by the Board.

1.1 What your water rates pay for:

The following is a rate structure, which shall apply to water costs. The Board receives no tax revenues and must rely on rate payer revenues to cover water costs.

The water costs include:

- **Operational expenses:**
  - Day-. Rate payer money is also used to-day expenses for operating and maintaining pay the water system; and
  - Repair of facilities, as needed.
- **Debt service (interest and principal) on revenue bonds,** when applicable, and
  - adequately maintain and replace facilities as needed.
  
  Debt service on revenue bonds is the repayment of loans used to acquire water system improvements.
- **Replacement of and Capital Improvements to facilities, as needed**
  - Improvements to facilities allow the system to keep up with increasing demand and maintain water quality by replacing outdated and worn equipment.

Upon the Board’s request, private consultants examine our operational expenses and repaying of revenue to determine our water rates. The Board is also audited every year by an outside accounting firm.
Operational expenses include day to day expenses for operating and maintaining the water system. Improvements to facilities provide money for keeping up with increasing demand by expanding the facilities and replacing outdated and worn equipment.

1.2 Rate & Surcharge Structure

The 3-tiers retail water rates for consumption shall be:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>(1-100,000 gallons)</td>
<td>$2.30 per 1,000 gallons usage</td>
</tr>
<tr>
<td>Tier 2</td>
<td>(100,001-1,000,000 gallons)</td>
<td>$2.70 per 1,000 gallons usage</td>
</tr>
<tr>
<td>Tier 3</td>
<td>(1,000,001 gallons and up)</td>
<td>$3.10 per 1,000 gallons usage</td>
</tr>
</tbody>
</table>

-Tier 1 — (1-100,000 gallons) $2.30 per 1,000 gallons usage,
- Tier 2 — (100,001-1,000,000 gallons) $2.70 per 1,000 gallons usage, and
- Tier 3 — (over 1,000,001 gallons and up) $3.10 per 1,000 gallons usage

Note: Since the retail water rate is based in part on the wholesale water rate of the Providence Water Supply Board, increases in the wholesale rate shall be passed along to retail customers on the following billing cycle.

1.3 Annual Service Charge

1.1.1 There shall be an annual service charge for all customers. This charge covers basic costs of providing service such as meter reading, system maintenance, and billing. The service charge is
based upon the size of the customer’s meter and is not related to the quantity of the water used. The annual service charges shall be as follows:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Annual Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8” to 1”</td>
<td>$60,004.00</td>
</tr>
<tr>
<td>1 ½”</td>
<td>$120,080.00</td>
</tr>
<tr>
<td>2”</td>
<td>$180,040.00</td>
</tr>
<tr>
<td>3”</td>
<td>$375,025.00</td>
</tr>
<tr>
<td>4”</td>
<td>$600,040.00</td>
</tr>
<tr>
<td>6”</td>
<td>$1,125,075.00</td>
</tr>
<tr>
<td>8”</td>
<td>$1,950,001.300.00</td>
</tr>
<tr>
<td>10”</td>
<td>$2,625,001,750.00</td>
</tr>
</tbody>
</table>

1.4 Water Quality Protection Charge

1.3 There shall be a Water Quality Protection Charge surcharge of $0.025922 per 100 gallons usage, in accordance with for the RI State Water Fund. This surcharge, established pursuant to RI General Laws 46-15.3-5. The Water Quality Protection Charge is for the purpose of protecting to protect the quality and safety of the public supply of water supplies and to provide funding for water projects that protect sources of drinking water administered and controlled by the State of RI. Customers who are 65 years or older, purchasing water for personal consumption, and who that live in a single-family residence are exempt from paying this surcharge. Customers eligible for exemption may request an application from the Board.

1.5 RI Department of Health Connection Surcharge
1.4 There shall be a surcharge of $1.50 per connection for the RI Department of Health, pursuant to their regulations, section 2C (2).

1.6 Sales Tax Exemptions

1.6.5 Residential water sales are not subject to sales tax. Commercial and Industrial customers are subject to sales tax.

1.7 Residential Districts

1.2 Residential Districts

The Board is divided into two sections for meter reading and billing purposes. The Board is currently in the process of phasing out annual billing for residential customers. All customers will be billed semi-annually for easier management of water bills for both customer and the utility.

Section 1: Town of North Providence, Ridge Rd., Douglas Pike, George Washington Highway & its intersecting streets;

Section 2: Highview-Hilldale plat; Laphams plat; Log, Bayberry, & Burlingame Roads; Wionkheige Estates (Latham Farm Rd area), Farnum Pike and intersecting streets including Lanrex Industrial Park.

Residential meters are read and billed quarterly.

1.8 Industrial And Commercial Districts

1.3 Industrial and Commercial District

Large user (as defined by the Board) Industrial and Commercial businesses are read and billed monthly. Other Industrial and
Commercial businesses Others are read and billed on the quarterly residential cycle.

1.9 Special Charges

1.4 SPECIAL CHARGES

In certain circumstances, the Board may require improvements (e.g., booster pumps, system looping, pumping stations, main extensions) to certain areas of the water system to ensure proper operation. Installation of these devices will result in additional charges that shall be borne by the customers that benefit from the improvements. These charges shall include costs related to installation and, continuing use, including maintenance and future replacement costs.

1.4.1.10 Paramount Development Agreement

“Substantial Users,” as defined in the agreement executed December 5, 1989, between the Town of Smithfield, Bryant College, and Paramount Development Assoc., Inc. “Substantial Users” as defined by this Agreement shall be subject to water district improvement fees.

1.11 Hydrant Rental Charges

1.5 HYDRANT RENTAL CHARGES

Hydrant Rental Charges for the supply and maintenance of fire hydrants to/in the Towns of Smithfield and North Providence are billed annually on a calendar year basis. They shall be $250.00 per hydrant per year.

1.12 Wholesale Rate

6 WHOLESALE RATE

The Board may, by Agreement, sell water to another water purveyor. The rate levied shall be negotiated as part of such the
Agreement five per cent (5%) [... I think it should be 15% ... 10%?] over the wholesale water rate of the Providence Water Supply Board.
SECTION 2

2.0 WATER BILLS

2.1 Information Regarding Bills:

Bills are prepared by the Board and are filed at the Town Treasurer’s Office for collection.

Requests for information regarding bills or notices should be made either personally or preferably by letter to the main office of the Board. Water bills are rendered to the owner of the property supplied. Large industrial, manufacturing and commercial accounts are billed monthly; and, residential accounts are currently billed quarterly, annually, to be billed semi-annually.

2.2 Property Owners are Responsible for Water Bills:

Property owners shall be responsible for all water service charges until written notice to discontinue the service has been received by the Board Office from the owner of the property served.

To insure proper rendering of bills, the property owner shall notify the office of the Board of any changes in the mailing address to which bills should be sent. Failure to receive a bill does not relieve the property owner from the obligation of its payment or the payment of additional interest.

In 2.3 Responsibility for Water Charges:

Customers and property owners shall be responsible for all charges occurring for water service until written notice has been given to the Board Office by the owner of the property served to discontinue the service or (in case of change in ownership of the premises, the
existing customer/property owner shall be responsible for all water service charges until notice has been given the Board Office of the change of ownership of the property served has been received by the Board Office, premises served and the new owner has filed with the Board a written application for transfer of water service. A final meter reading, inside the subject property, shall be done by the Board.

New owners using water at their premises without filing the proper application for water service shall be:

(1) liable and responsible for all water service provided and water used during their ownership of the premises, and

(2) subject to the penalties provided by law for the unauthorized use of water.

The Board reserves the right to discontinue water services to any property for which the recorded owner has not filed an application for water service. Applicants for water services at all premises shall become responsible for all outstanding water charges applicable for water theretofore furnished to said premises. See Section 39-15-12 of the RI General Laws.

A sample 2019 copy of an Application form is attached to this Booklet as Appendix BA.

If there are multiple downstream meters on a single parcel of property, the owner of said property is ultimately responsible for all of the costs attendant to water usage for all even though there are multiple downstream meters on the single parcel of property.

It shall be the responsibility of the Board to notify the property owner when a bill is thirty (30) days in arrears.

2.34 Payment:

4827-7995-5599 - 49
All water bills are payable on line at:

https://www.opaldata.net/RlGov/Login.aspx?MunID=Smithfield
Water. Water, by mail or at the Town Treasurer’s Office and must be paid within thirty (30) days from the billing date marked on the bill.

2.4.1 Liens and Charges:

Within ninety (90) days after payment is due and unpaid, the Board is authorized and empowered to file a lien against the title to property which has received district service and which property is owned by a customer of the Board. If the lien is filed, the customer shall be liable for an additional one hundred ($100.00) dollar charge for such filing and an additional fifty ($50.00) dollar charge for removal of the lien.

If the customer does not own the property that receives the water service, the Board is authorized and empowered to terminate service after giving written notice of its intention to terminate service.

2.4.2 Interest on Unpaid Bills and Liens:

If bills remain unpaid for thirty (30) days after they are rendered, the Board shall assess interest on the delinquent payments at a rate of not more than twelve (12%) percent per annum on the charges for gallons of water already used by the owner or occupant of the house, building, tenant, or estate. The Board is authorized to file a lien for unpaid water usage.
2.5 **Liens and Charges**

If a customer of the Board has not paid their bill within ninety (90) days after payment is due, the Board may file a lien against the title to the property that has received water service, but for which payment has not been received. If the lien is filed, the customer shall be liable for an additional one hundred ($100.00) dollar charge for such filing, and an additional fifty ($50.00) dollar charge for removal of the lien once payment in full for the outstanding water charges is received.

2.6 **Termination of Service:**

If bills remain unpaid for forty two (42) two ninety (4290) days after they are rendered, the Board may terminate water service to the property. Termination of service shall be carried out in accordance with the provisions of the State of Rhode Island Division of Public Utilities and Carriers. If service is terminated, the provisions of Section 10.108 shall govern.

Thirty (30) days from the date the bill is rendered, if no payment has been received, a reminder notice will be mailed. If payment is not received within ten (10) days of the reminder notice, a notice of termination will be mailed. A list of services to be terminated will be forwarded from the Collectors Office to the SWSB office. The SWSB office will install a door hanger on the property two (2) days before termination is scheduled. If notification of payment is not made, then the service will be terminated the following day.

2.7 **Customer Bankruptcy:**
The Board will not discriminate has adopted a policy prohibiting it from discriminating against a customer who has petitioned the Bankruptcy Court for protection against creditors. However, the person filing for bankruptcy must, within twenty (20) days after filing such petition, give the Board adequate assurance of payment for future water service. The Board may consider whatever security will protect the Board for future water use. If the Board and the customer cannot come to agreement as to adequate assurance of payment, the customer may petition the court for further relief. The Board typically requires $200, or 25% of the outstanding amount owed, whichever is greater, as security. The security will be applied to future invoices after one year after the filing of such bankruptcy petition.

2.8 5.2 Servicemembers Civil Relief Act

The Board will comply with Customers who are covered by the Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901-4043 (“SCRA”) when imposing these rules and regulations upon customers of the Board who are covered by the SCRA, or who are Rhode Island or Federal employees, and whose inability to make timely payments are as result of government actions not under the servicemember’s or employee’s control, are exempt from Section 5.2.5 fees, penalties and penalties fees listed in Section 10.8. Contractors of the State or Federal Government shall not be considered as employees of the State of Federal Government. It is the obligation of the customer seeking relief to apply for it and to provide any required documentation to the Board to prove their right to, and such relief under the SCR Ashall be granted retroactively for up to a period of one year from the date of violation or delinquency.

2.9 6. Courtesy Notices:
It is the intention of the Board to send courtesy notices of excessive increased consumption or delinquency in payment of bills, but failure to do this does not relieve the customer of his or her responsibility to repair leaky fixtures or pay water charges promptly.

SECTION 3

3.0 METERS

3.1 _All Water Metered_

All water from the Board will be supplied and billed through one primary meter for each separate service. Commercial properties will be billed through one primary meter. All water passing through such meters will be billed to the owner of the property supplied, as the same appears in the records of the Board, whether the water is used or wasted. Customers are advised to read their meters frequently in order to prevent leaks or waste, which if detected, will eliminate large water bills.

3.2 _Ownership of Meters_

The meters, except as otherwise provided in Sections 6 and any associated reading devices, are the property of the Board and will be furnished and installed by the Board at the owner’s expense of the property owner and become his/her property when paid for in full. The Board will determine the appropriate right to designate the size, and type and number of meters for each premises meter to be installed on any service.
3.3 **Location of Meters**

The property owner shall furnish a proper place for the meter, which is to be installed in a horizontal position immediately after the point of entry of the service pipe through the building wall. The meter shall be located inside the building's wall nearest to the street line, provided that this building is not more than one hundred (100) feet from the curb line. In which cases where the building meter is over one hundred (100) feet from the curb line, and at the discretion of the Board, the meter shall be installed just inside the property line, in a suitable housing or water pit approved or supplied by the Board, with remote reading capabilities. The meter and pit provided will be and maintained at the expense of the property owner.

3.4 **Accessibility**

Meters must be easily accessible at all times so that they may be examined and read by employees of the Board. They must not be exposed to danger from frost or contamination.

3.5 **By Whom Work Performed**

The installation, repair and disconnection of all meters is to be performed by employees of the Board only, except as hereinafter provided.

3.6 **Damaged Meters or Meter Settings**

The customer shall be responsible for the meter installed at a customer premise and shall provide proper protection of the meter against freezing, damage by hot water, and damage or loss by any other means. In case of breakage, stoppage or other irregularity or if the meters are damaged by frost, hot water, or external causes, either by carelessness or neglect by the owner or occupant of the

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premises or his/her agents, the Board, except as hereinafter provided, shall repair or replace the meter and setting and the owner must reimburse the Board for all cost of repairs or replacement, including labor. In case of breakage, stoppage or any other irregularity in the meter, the property owner is to notify the Board immediately.

3.7—Remote Reading Water Meters—

All newly installed residential meters shall be the Remote Reading type equipped with receptacles for remote reading from the outside. The meter and any associated reading devices are the property of the Board and will be furnished and installed at the owner’s expense. The Board will determine the appropriate size, type and number of meters for each premises.

The outside receptacle shall be securely attached to the exterior of the house or building and connected to the encoder register by a multiple cable conductor. The cost of the entire assembly consisting of the register, outside receptacle and multiple cable conductors shall be included in the price of the meter. The applicant shall arrange to install the remote receptacle and the multiple cable conductors in a location approved by the Board. Only the employees of the Board shall perform actual connections of the cable to the register and the remote receptacle.

Replacements of existing meters with meter installation, the property owner shall be required, upon written notice from the Board, to purchase an complete new Remote Reading Meter Assemblies shall be installed by the Board at no charge to the owner. Assembly from the Board to replace the register on their present meter or their present meter assembly. This will include the encoder type of register, the outside receptacle and the multiple cable conductors, if feasible. The inside reader will be used to determine the amount of water use and the property owner will be responsible for any balance due. If the outside reader is not
compatible with the inside encoder register, the Board property owner shall be responsible for replacing the meter as well. The employees of the Board shall make the installation of all necessary components for the property owner.

The occupant, owner, or his/her agents shall be responsible for the protection of all the components of the remote reading water meters and shall be subject to the stipulations as set forth in Section 3.6 hereof that paragraph entitled, “Damaged Meters or Meter Settings.”

3.8 Meter Testing:

Every water meter is carefully tested before it is first installed and also before it is reset after being removed for repairs or other purposes. Periodic tests of each meter will also be made as often as the Board may deem necessary. Upon written request of an owner, the Board will test at any time question the accuracy of the meter in use at the owner’s premises, without charge to the owner, provide the meter has not been tested by the Board within one year prior to such request and provided further that the owner shall agree to abide by the results of such test as the basis for any adjustment of disputed charges. Upon receipt of such request, the Board shall notify the owner in writing of the request that such owner or on his/her authorized representatives, it may be present attested (preferably in his/her presence) after the Board has received the request. Should the test show that the meter has been over-registering in excess of two (2%) percent, the owner will not be charged for the test, but the cost to repair or replace the meter shall be borne by the owner. If the test. The Board will supply a written report is within this limit (2%), the cost of the test to will be borne by the owner.
3.9 Commercial and Industrial Type Meters:

Commercial and Industrial type meters shall be tested **annually with the results reported to the Board**, as determined by the Board based upon consumption history. Such tests shall be **scheduled and paid for by the property owner**.

3.10 Adjustments:

If a meter the testing of a meter as hereinbefore provided shows that it fails to register correctly within two (2%) percent, the charge to the consumer shall be adjusted accordingly as the registration varies from one hundred (100%) percent and such adjustment shall apply to the current period only, unless the meter has not been tested by the customer as required in Section 3.8.1 it is apparent to the Board that previous periods of consumption have also been affected by the same error. If the meter has not been tested as required, the Board shall revise bills for a maximum of the previous three years, if there is evidence of significant registration problems.

If registration or estimation of bills have overstated a customer's consumption, the Board shall arrange to issue credit to the account, unless the customer demands a refund, such refund to be promptly made in full.

3.11 Repairs to Large Meters:

The Board may make repairs to meters that are two (2) inches or larger in diameter, if it determines such repairs are necessary. If the Board removes the meter to make such repairs, it may install a temporary meter during the time it takes to make such repairs, or the billing may be determined in accordance with section 3.12 below. At the written request of the Board, property owners shall return the meters two (2) inches or larger in diameter to the factory or Board...
approved personnel for necessary and complete repairs. If the owner does not take action within fifteen (15) days, the Board shall remove the meter for repair. If the owner takes the action, he/she shall notify the Board when the meter will be removed for repairs, and will also notify the factory or Board approved personnel to forward directly to the Board a certified copy of the test on the meter before repairs are made, and another certified copy of the test after completing repairs. All expenses covering the repairs are to be borne by the property owner.

3.12 Billing Non-Registering Meters

If a meter fails to register or has been removed for repairs, testing or other purposes during the billing period, the bill shall be issued, based on the average daily rate of consumption as shown by the meter, after it has been returned to service and in proper working order. If the meter has not been returned to service, the bill shall be issued based on the average daily rate of consumption for the previous three (3) year period.

3.13 Unserviceable Meters or Outside Registers

The Board reserves the right at all times to remove, test, repair and replace any meter or outside register; and if such meter or outside register is found to be economically unserviceable, require another meter to be substituted in its place at the expense of the property owner.

3.14 Tampering or Defacing Meters and Seals

The Board shall pursue criminal penalties in accordance with Section 11-35-6 of the RI General Laws, against every person who shall tamper or deface a meter to prevent the proper registration of the water consumed by altering the register index or otherwise, or for the breaking of any seal placed by the Board for the protection of any meter, valve or fitting.
3.15 Spot Check of Meters:

The Board reserves the right to have their representative spot check any meter at any time during the course of a working day.

3.14 Meter Replacement Program:

In conformance with Rhode Island state law, meters generally have a ten year life expectancy for efficiency and accuracy. The Board has a residential meter replacement program, which may require participation (monetary) by owners. For commercial and industrial type large meters, the replacement cost shall be borne by the owner.

SECTION 4

4.0 SERVICE PIPES

Service pipes for domestic use are for the purposes of supplying water for the domestic use of the property, to which connection is made only and not for any other residence. No person shall cause or permit a physical connection to be made to any service pipe from any water main owned by the Board, except as set forth herein.

4.1 Locations and Easements:

Water mains shall be installed in public roads and not in private easements. The Board may consider exceptions to this rule as determined necessary.
4.2 _Application for Service Pipes:_

An application for the installation of new services shall be made, and signed, by the owner of the property or his/her authorized agent, at the offices of the Board. Applications for service must state fully and truthfully the purposes for which the water is to be used, together with the proper description of the property (Plat and Lot Number), the official name of the town street and the number of the premises to be supplied.

4.2.1 _Applications to be Approved by Board:_

The Board shall review all applications for service and may approve them based upon the totality of circumstances. The Board may require drawings and plans, as outlined in Section 6.

4.3 _Connection/Main Charges for Service Pipes:_

Service pipes are installed by the Board, or a Board approved contractor, from the distribution main in the street to the curb stop or gate valve. The curb stop shall be located as specified by the Board.

In addition to If installed by the Board, the cost of installation costs shall be at the prevailing rate for labor and materials, as determined by the Board.

In addition, the Service Pipe/Main Charge is a connection charge based upon pipe size and is as follows:

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4” to 1”</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>1 ½”</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>2”</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>4”</td>
<td>$6,000.00</td>
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</tbody>
</table>
4.4 **Ownership and Purpose of Service Pipe from Distribution Main to Curb Stop:**

The service pipe from the distribution main to the curb stop is owned and maintained by the Board. The portion of the service pipe beyond the curb stop is the property of the customer and is installed and maintained by the owner, through a plumber, licensed by the State of Rhode Island.

Service pipes for domestic use are for the purposes of supplying water for the domestic use of the property, to which connection is made only and not for any other residence. No person shall cause or permit a physical connection to be made to any service pipe from any water Board main owned by the Board.

4.5 **New Service Pipe from Curb Stop to Building to Distribution Main:**

The service pipe from the curb stop to five (5) feet outside of the foundation of the building is owned and maintained by the property owner. Such service pipe shall be laid by a qualified contractor. The service pipe from five (5) feet outside the foundation and through the foundation must be installed by a licensed plumber by code. Further, the installations completed for ¾ inch, 1 inch, 1 ½ inch...
and 2-inch copper sizes, there shall be one continuous run of piping to inside the foundation with no connections or splices. In service sizes of two (2”) inches in diameter or larger, the Board, or a Board approved contractor, shall install the section from the street main to the curb first, and then the licensed plumber shall connect into the building.

The licensed plumber must lay his/her portion of the service in a straight line from the curb to a location inside the building and at a right angle to the street line. The service pipe shall be inspected and approved by a representative of the Board before being covered.

Service pipes must have five (5) feet of approved cover material to avoid freezing.

4.6 Location:

The location where the service is to enter the property must be distinctly marked by the property owner and approved by the Board.

4.6.7 Material for Service Pipes:

All service pipes (that are 3/4”, 1”, 1-1/2”, and 2”) inch in diameter to and including two (2”) inches in diameter shall be type “K” extra heavy, soft temper cold drawn, seamless, deoxidized copper tubing, having a minimum ultimate tensile strength of not less than 30,000 lbs. per square inch. Service pipes four (4”) inches through twelve (12”) inches in diameter shall be class 52 cement mortar lined ductile iron pipe AWWAC 151-71 or PVC pipe (AWWAC-900) as amended to date.

Service pipes from the water main to the curb stop that are 3/4”, 1”, 1-1/2”, and 2” shall be copper.
Service pipes from the curb stop to the house or building, only on domestic installations, that are 3/4”, 1”, 1-1/2”, and 2” shall be copper or plastic, as approved by the Board.

4.7 Inspection, Testing, and Location to Sanitary Sewer Line/Septic System:

All service pipes shall be installed in accordance with and as defined in the publication “10 State Standards” as adopted by the Rhode Island Department of Health.

Service pipes shall be tested for water tightness in the presence of a representative of the Board before being covered/back-filled.

NO SERVICE PIPE SHALL BE LAID IN THE SAME TRENCH WITH A BUILDING DRAIN OR SEWER PIPE. NOR SHALL THE WATER PIPE BE CLOSER TO ANY SEWER THAN TEN (10) FEET AT ANY HORIZONTAL POINT IN AN AREA SERVED BY A PUBLIC SEWER SYSTEM. IN UNSEWERED AREAS, WATER SERVICE PIPE SHALL BE LAID AT A MINIMUM OF TEN (10) FEET FROM THE SEPTIC TANK AND A MINIMUM OF TWENTY-FIVE (25) FEET FROM A CESSPOOL SEEPAGE PIT, DISPOSAL TRENCH OR BED.

4.8 Main Shut-Off Valve:

On every new service pipe, immediately after its entry into the building, there shall be an angle ball valve meter stop supplied by the Board. Existing service pipes not equipped with the above type of meter stop shall conform with the requirement for “New Service Pipes” and “Horizontal Meter Settings”.

4.9 Horizontal Meter Setting:
All small meters on new installations shall be set approximately six to eight inches (6” – 8”) above the floor, in a horizontal position, immediately after the angle meter stop and immediately after where the service pipe enters the building. Large meters may not be set directly on the floor, and current type meters shall have a straight length of pipe at least eight (8) times the pipe diameter before the meter. Small meter settings for ¾” and 1” meters shall be equipped with a double check valve, as is provided by the Board. Check valves and testable backflow devices two inches (2”) or larger shall be supplied by the owner and approved by the Board. **All meter installations must be inspected to conform with installation requirements before a meter is supplied.**

Whenever it is necessary to renew or replace a meter or service pipe, the meter shall be reset to conform to the requirements for new installations.

### 4.10 Back Flow Preventative Valves

The need to furnish reliable and inexpensive back-siphonage and backpressure protection for individual residences resulted in the debut of the residential double check valve. Protection of the main potable supply from household hazards such as home photograph chemicals, toxic insect and garden sprays, termite control pesticides used by exterminators, etc. reinforced a true need for such a device.

It is sized for 1” service lines and is installed immediately downstream of the water meter. The use of plastic check modules and elimination of test cocks and gate valves keeps the cost reasonable, while providing good, dependable protection.

All new residential buildings will be required to install a residential dual check device immediately downstream of the water meter.
Installation of this residential dual check device on a retrofit basis on existing service lines may be instituted at a time and at a potential cost to the homeowner, as deemed necessary by the Board. Such dual check installations shall be performed by the Board, who will install non-testable dual check valves with valve and meter.

The owner must be aware that installation of a residential dual check valve results in a potential closed plumbing system within the residence. As such, provisions may have to be made by the owner to provide thermal expansion within this closed loop system: i.e., the installation of thermal expansion devices and or pressure relief valves in accordance with prevailing plumbing codes.

All commercial and industrial enterprises using water in the production process or in providing a service, shall within one (1) year of the promulgation of these rules, install testable back flow preventative valves to maintain the integrity of the Board’s system.

4.11 Tapping Mains:

All water taps shall be saddle taps only with stainless steel saddles. All valves and curb stops shall be open left with no bleeders.

No person, except an authorized representative of the Board, or a Board approved contractor, shall be allowed, under any circumstances, to tap the mains or distribution pipes, insert corporation stops therein, set or remove meters on service pipes, or interfere with water gates or curb stops. No person shall cause a physical connection to be made between the Board’s supply and any other water for commercial, domestic, sanitary, fire protection or boiler feed purposes or for any other intent whatsoever.

4.12 Repairs to Property Owner’s Service Pipe and Fixtures:

Property owners must keep their own pipes and all water fixtures connected thereto in good repair and protected from frost.
own expense. In case of a break in that section of the service pipe between the curb stop and the meter, water shall be shut off by the Board, the property owner shall immediately obtain the services of a licensed plumber to make the necessary repairs. Failure to make repairs at once or to obtain the necessary permits covering these repairs shall be sufficient cause to shut off the supply. Restoration of service shall require payment of a fifty ($50.00) dollar water turn-on fee.

4.13 4.14 Road Opening and Sidewalk Permits

No public road, sidewalk or place shall be opened for the installation of service pipes, until an appropriate permit is obtained from the proper town or state agency.
SECTION 5

5.0 TEMPORARY SERVICES

5.1 For Building and Other Construction Purposes:

Contractors, Builders, etc., requiring water for construction purposes, shall make application for a temporary service, and will be subject to the same rules and regulations as applied to regular service installations. A meter and backflow protection will be installed on the temporary service, wherever possible, by the Board and the cost of the meter and backflow protection device, plus the cost of setting same, shall be borne by the applicant. Temporary services shall be subject to the charges described in Section 4.3, plus the cost of removing the service.

All charges, including the connection charge, cost of installing and/or removing the service, cost of setting and/or removing the meter, and setting the meter, shall be paid in advance. In addition, the applicant will be required to deposit a sufficient sum of money with the Board to cover the cost of the estimated amount of water to be used in conjunction with the work. If, at any time during the course of construction, the estimated amount of water covered by the deposit is below the actual consumption shown on the meter, the applicant will be required to deposit additional sums with the Board. After completion of the work, if the actual consumption registered on the meter is below the estimated amount, the Board will arrange to refund the difference.

In the event that it is not possible to install a meter on a temporary service, the Board will estimate the water usage for billing purposes.
SECTION 6

6.0 FIRE SUPPLIES

The Board may authorize the installation of a special fire service to private property for private fire protection purposes. Unmetered dual-purpose lines shall be considered fire service supplies as well and subject to the regulations of this section.

Applications must be made by the owner of the property or his/her authorized agent and will be subject to all provisions, including the Connection/Main charge described in Section 4.3, entitled “Service Pipes,” as far as they apply to this type of service.

6.1 Drawings:

The applicant must furnish two (2) complete and correct drawings or sets of drawings showing the location of all valves, pipes, hydrants, and tanks, sprinkler heads and other appurtenances on the premises at the time of making application. The plans will remain the property of the Board.

The applicant also agrees to furnish the Board with drawings showing revisions to piping or appurtenances whenever the same are made. All drawings furnished must be evidenced, first, by the stamp of a professional engineer, who has been duly registered and licensed by the Rhode Island State Board of Registration of Professional Engineers and, secondly, must be approved and signed by the local fire chief or his/her authorized agent.
6.1.1 Conformance with Fire Flow Ordinance:

On August 13, 1996, the Town Council of the Town of Smithfield adopted a Fire Flow Ordinance entitled “Water Supply for Fire Protection”. Plans shall be in conformance with this Ordinance when applicable. Applicability and subsequent findings shall be determined by the Board or its designee pursuant to Section 10-506 et seq. (of said Ordinance).

6.2 Annual Charges:

The annual charge for this service shall be made in accordance with the annual fire service charges, as determined by the Board. The annual charge shall be based upon the size of the service connection for each service connection from the main. The annual charge shall be as follows:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Annual Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 1/2”</td>
<td>$100.00</td>
</tr>
<tr>
<td>4”</td>
<td>$150.00</td>
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<tr>
<td>6”</td>
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<tr>
<td>10”</td>
<td>$300.00</td>
</tr>
<tr>
<td>12”</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

Charges for fire service supplies shall be payable in advance of the date of installation, pro-rated for the remainder of the billing year, and then annually in advance on the regular billing period for the Board.

6.3 Installation to be Reviewed Approved by Board:
The Board expressly reserves the right to determine the necessity for and the advisability of, as determined by the Board’s engineer, granting any application of this special service; and also the right to determine the size of service pipe which will be granted; depending upon the size of the street main, the available pressure on the main, and the nature and capacity of the fire protection equipment within the building. *A flow test is required to determine the proper size of the fire service pipe.*

6.4 *Connection to Domestic Service Prohibited:*

No connection shall be made at any time between the fire supply system and the regular water supply to the premises. The only exception is a Board approved combined fire/domestic system. Valves placed on the system shall be of a style that can be sealed by the Board.

6.5 *Number of Services:*

One (1) fire service only will be allowed to any one building or premises; unless, in the opinion of the Board, or their Engineer, more than one is absolutely necessary for the proper protection of the premises. All fire protection equipment connected to the Board’s service shall be confined within the building or on the premises named in the application, and where two (2) or more connections are made for one building or premises, they will be kept separated, unless special permission is obtained from the Board to connect the same in a manner to be approved by them.

6.6 *Use of Service:*

No water shall be drawn from the fire service pipes for any purpose whatsoever, except for the extinguishing of fires. This paragraph is not to be construed as prohibiting a reasonable use of water for fire drills, draining of the system to prevent freezing or other reasonable use in connection with proper fire protection. Whenever water is
used for this purpose, either by the owner or the insurance inspector making the test, the owner shall notify the Board office prior to making any test and forward this information, together with a brief description of the operations resulting in the use of the water, to the Board.

6.7 6.4 Fire Flow Tests, Fees, and Liability:

The Board shall be notified 72 hours in advance to schedule all requested Fire Flow Tests. Such tests shall only be carried out by Board approved personnel. Fire Flow Test fees shall be onehundred fiftyone hundred ($100,100.50) dollars for each test. The testing company shall be liable for any and all damages sustained to both public and private property, as a result of the testing.

Fire Flow tests are valid for twelve (12) months from the test date provided there have been no hydraulic changes to the distribution system or significant service connections in the area of the test.

6.8 7 Cross Connections:

Any fire protection system supplied with water from the Board, shall be supplied exclusively with that water and no connection will be allowed with any other system drawing its supply from any other source whereby the Board’s water supply may be subjected to contamination.

Any fire protection system using water from any source other than the Board’s service, shall be kept entirely separate from the water system supplied from the Board’s service.

6.9 #2 Inspection:
All fire services shall be subject to periodic inspection by inspectors from this Board. The owner shall give the inspectors all reasonable access to facilities for making the survey and any information concerning the fire services that they may require. Care will be taken that inspections will be made with as little inconvenience to the owner as possible.

6.10 9 Vacant Buildings:

If any building with a fire protection system should become vacant, all required sprinkler systems shall be maintained in operating condition during the period of time that the building is vacant. At no time will the Board knowingly be able to turn off the supply of water without the written permission of the Smithfield Fire Department.

6.11 10 Illegal Use:

No person, except an authorized representative of the Board or Fire Department, shall be allowed, under any circumstances, to operate a fire service.

At no time shall the owner of any premise use water from a fire service, for uses other than fire protection and applicable testing of the system. Water used for purposes other than the aforementioned permitted uses, shall be billed at a flat rate per thousand gallons, as determined by the Board and additional charges may be assessed.

6.12 11 Meters:
All fire supplies shall be metered and conform to the provisions of Section 3 entitled “Meters”, with the following exceptions:

a. The owner may purchase and install a fire service meter assembly set up for radio read, as directed by the Board, provided it is a type approved by the Board and the National Board of Fire Underwriters.

b. The owner may purchase and install a back flow prevention device, provided it is a type approved by the Board and the National Board of Fire Underwriters. The Board reserves the right, at any time, to require the owner to install a fire service meter assembly, as described in the preceding paragraph (a).

6.13 42-Valves:

On the inlet and discharge side of each fire service meter assembly or double check valve back flow preventer, the owner shall install an OS&Y gate valve, manufactured to conform in all respects with the American Water Works Specifications for Gate Valves for Ordinary Water Works Service, as amended to date. The valves shall be a type that meets the requirements of the national Board of Fire Underwriters.

On a double check valve testable back flow preventer installation with a metered bypass, the owner will be required to install a gate valve on the inlet side of the by-pass in conformance with all respects with Federal Specifications WW-V-54 Type 1, Class A, as amended to date. On the discharge side of the by-pass meter, the owner shall install a double check valve back flow preventer, equipped with NRS gate valves and ball type test cocks with bronze strainer (Watts #S-709) or approved equal, designed for a working pressure of 175 pounds per square inch.

High Hazard installation require a Reduced Pressure Zone (RPZ) testable backflow device.
6.14 Violations of Rules:

For any violation of rules governing fire supplies, the Board may discontinue the service immediately. Restoration of service shall require payment of a fifty ($50 thirty twenty-five ($325.00) dollar) water turn-on fee.
SECTION 7

7.0 FIRE HYDRANTS

7.1 Authorization of Hydrant Installations:
The Board shall install public fire hydrants whenever written requests are received from the proper town authority or their location has been approved by the local fire department on new main extensions and approved by the Board, subject, however, to all the provisions of these regulations.

7.2 Hydrants are the Property of the Board:
All public fire hydrants and their connections are installed and maintained by the Board and remain part of the water works system. The use of all hydrants for public fire protection shall be paid for, in advance, by the local town authority at the prevailing rate per hydrant, per year, as determined by the Board.

7.3 Duty to Inspect and Maintain Privately Owned Hydrants:
Privately owned hydrants shall be inspected and maintained annually. Annual inspection and maintenance shall include but not be limited to flushing; all ports shall be checked for ease of operation. A detailed list, by location, of said inspection and maintenance activities shall be furnished to the Board and the Fire Department, annually, by June 1st. If the owner is unable to comply with these any of these requirements, the Board shall perform them, for fees to be borne by the owner.

7.4 Obstructing Hydrants:
No person shall obstruct the access to any fire hydrant by placing or permitting any snow, debris, building material or other obstruction.
to remain on or about the hydrant, which will, in any manner, interfere with its immediate use.

7.5 Use of Hydrants:

Public fire hydrants are installed for the sole purpose of fire protection, and with the exception of the members of the Fire Department operating the same for the legitimate purpose of extinguishing fires, no other use of such hydrants shall be made without the written consent of the Board.

7.6 Unauthorized Use of Hydrants:

The violation for unauthorized use of hydrant(s) shall be consistent with RI General Laws 11-6635-7.

7.7 Hydrant and Valve Spacing/Main Extension:

All main extensions shall include hydrants, spaced at no more than five hundred (500) foot intervals with main inline valves installed no more than 1,000 foot intervals.

SECTION 8

8.0 CONDOMINIUM RULES AND REGULATIONS

The condominium owners (hereinafter referred to as the “Owner”) shall purchase and install a master meter assembly with back flow device, which is UL (Underwriters Laboratory) listed & FM (Factory Mutual) approved for fire service use, and approved by the
Board, which shall be owned and maintained by the Owner. The Master Meter shall be installed in a Board approved, above ground hot box pit at least five (5) to six (6) feet in depth at the front property line, giving the Board full and ready access to it. Master meter pits shall be equipped with a Post Reader type remote reader box approved by the Board; purchased and installed by the Owner. The installation and maintenance along with all water consumption through the master meter and the water distribution system within the property of the condominium shall be the responsibility of the condominium ownership or association.

In addition, the Board may require the Owner to purchase and install individual meters for each condominium unit; the Owner and its successors or assigns shall grant to the Board the right of access to read, improve and or repair each individual meter. Every individual meter shall have individual shut off valves and curb stops, to be installed according to specifications of the Board. If there is any difference between the total consumption on the Master Meter and individual meters, the overage shall be charged to the Owner.

The Owner shall supply fire hydrants according to the Board Plans and Specifications. Such fire hydrants shall be owned and maintained by the owner. The Board or its designee and the Smithfield Fire Department shall approve the location of such fire hydrants.

The Owner shall pay to the Board an annual fire service charge of whatever the Board establishes in accordance with the rates, rules and regulations of the Board.

SECTION 9

9.0 CROSS-CONNECTION AND BACKFLOW

9.1 Cross Connection and Backflow Policy:
The Board has adopted a Cross Connection and Backflow Policy and program. Backflow devices shall be installed in high risk areas as determined by the Board. They shall be tested annually at the property owner’s expense.

9.2 **Cross Connection Prohibited**

No licensed plumber or others shall cause a physical connection to be made between the Board supply and any other water supply for commercial, domestic, sanitary, fire protection or boiler feed purposes, or for any other fixture to be supplied directly from the Board water system through a flushmeter or other valve unless such valve is set above the water closet or urinal bowl or other fixture in such a manner as to prevent any possibility of back siphonage or pollution.

No plumbing fixture, device or construction shall be installed which will provide a cross-connection between the Board supply and a drainage system, soil or waste pipe, so as to permit or make possible the back flow of sewage or waste into the water supply system. Draw-off pipes for draining sprinkler systems shall not be directly connected into a drainage system or a submerged pit.

If the Board’s water supply is delivered to a tank that is also supplied with water from any source other than the public water supply, such tanks shall be open to atmospheric pressure and the Board’s water supplied above the maximum level in the tank. The tank shall be equipped with an overflow pipe of ample size to fix definitely the maximum level of water. There shall be at least six (6”) inches between the invert of the pipe supplied with Board’s water and the maximum tank level.
If the Board’s water supply is delivered to a tank in which there are chemicals, dyestuffs, or other materials used in processing, the pipe supplied with Board water shall not be submerged.

There shall be ample clearance between the invert of the Board supply and the top of the tank to prevent back siphonage into the public supply.

In cases where premises may have (1) internal cross-connections that cannot be permanently corrected, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not potentially dangerous cross-connections exist, the public water supply system shall be protected against back-flow from the premises by installation of a back-flow prevention device in the service line, on the customer’s side of the meter of a type approved by the Board, dependent upon the degree of hazard that exists and at the customer’s expense. It shall be the responsibility of the owner to have back-flow prevention devices tested and approved by the Board. A written copy of the test results must be submitted to the Board for final approval annually.

9.3 Pump Connection

No pump shall be directly connected to any main or service for the purpose of increasing the water pressure in the Owner’s system, unless prior written authorization and approval has been obtained from the Board.

9.4 Lawn and/or Garden Watering Systems

The Board reserves the right to approve any underground or concealed lawn and/or garden system. The Board requires that a
residential **vacuum breaker** dual check **air gap** valve or a commercial double check back-flow preventer shall be installed in the water supply line immediately downstream of the water meter.

The Board reserves the right to inspect and have the owner initiate any steps that may be necessary for proper compliance.

9.5 *Commercial Dishwashing and Laundry Machines*

Board water supply to dishwashing and laundry machines shall be equipped with an approved vacuum breaker and a check valve located between the vacuum breaker and the fixture. The vacuum breaker shall be located at least four (4) inches above the highest elevation of the machine.

The Board is not liable for interruption in service or damage resulting from the failure to have proper vacuum breakers or check valves.

SECTION 10

10.0 SUPPLEMENTAL INFORMATION

10.1 * Interruption of Water Supply*

The Board furnishes water and *not* pressure, and does *not* guarantee a continuous supply. No responsibility will be assumed for any damage to any apparatus, in any house or building, due to the shutting off or turning on of water without notice, either for repairs or on account of a break in the pipe lines or other necessary operations.
No person shall be entitled to damages, or will will nor to have any portion of a payment refunded, for any stoppage of supply occasioned by accident to any portion of the works nor for the stoppage for purposes of additions or repairs; or for non-use occasioned by absence or for any other reason.

10.2  Notice of Interruption of Service Not Required:

While it is the intention to give notice, in advance, of any work which must be done that will necessitate interruption of the supply, such notice is to be considered a courtesy only and not a requirement on the part of the Board. In case of a break in the pipelines, water will be shut off at any time, without notice.

Neither the Board, nor its employees shall have any liability for a failure to provide notice of interruption of service shall, entail no responsibility on the part of the Board or its employees. Property owners must install boilers, hot water tanks and other installations connected with the water supply system, with adequate safeguards so that damage will not occur if the water is shut off without notice.

10.3  Unauthorized Use of Water:

The Board will pursue criminal penalties, prefer charges in accordance with Ri General Laws, as amended, including, but not limited to Sections 11-35-6 and Section 11-35-7 of the Ri General Laws, as amended, against every person who shall without proper authorization from the Board, tap or make any connection with any street main or service or other distributing pipe connected with the water system, to include hydrants; or who shall without such authorization open any gate or valve connected with the water system so as to obtain water from the system or for the purpose of obtaining such water; or who shall in any way or by any device obtain the use of such water without authorization. The Board may estimate the cost of such water use and charge fees and costs,
including interest, to recover such money. The interest rate shall be calculated using the average rate for Single A rated 20-year municipal bonds as published by FMS Bonds, Inc., at [https://www.fmsbonds.com/market-yields/](https://www.fmsbonds.com/market-yields/), or its successors.

In the case of unauthorized use of water, the Board is authorized to immediately shut off such water supply without recourse to its consequences.

10.4 Re-Sale of Water Prohibited

No consumer, except with the previously obtained written consent of the Board, will be allowed to furnish water to other persons or property or to allow such persons to take it themselves. Violations of this regulation may cause the supply to be shut off and the water rate already paid forfeited.

10.5 Water Charges to One Person

When water shall be supplied to more than one party, through a single service, the bill for the whole supply furnished through such service will be made to the owner of the property. In case of non-payment, the water may be shut off; notwithstanding one or more parties may have paid the proportion due from him/her or them.

10.6 Water Waste

Water must not be allowed to waste through any faucet or fixture to prevent freezing; or kept running any longer than necessary in its proper use. The Board is required to restrain and prevent any and all wastage of water; and to that end, may, when necessary, turn off the water or take such other action as in its judgment may be proper.
10.7 Rights to Make Inspection:

Inspectors of the Board, or any person authorized by the Board, must have free access at all reasonable hours to all parts of every building, for the purpose of inspecting, removing or replacing meters, examining water fixtures, and observing the manner in which the water is used.

10.8 Request for “Turn Off” and “Turn On” Fees:

If service has been requested to be shut off by the property owner for any seasonal or other purposes (other than delinquency or violation of rules), and a subsequent request for turn-on has been received, for such turn-on, a charge of fifty ($50) dollars will be levied to the owner of the property or to some one tenant, who shall agree to be responsible therefore.

An additional fee of fifty ($50) will be charged to turn the service on.

10.9 Refusal to Give Service:

No water shall be furnished to any property which is indebted to the Board for water service (domestic or fire).

10.10 Penalty for Violation of Rules:

If the owner, agent, lessee, tenant, or person in charge of any premises, shall violate any rule or regulation of the Board affecting said premises, and shall fail to remove any violations or comply with any written order of the Board pertaining thereto, within thirty (30) days after such order shall have been sent by mail to the last known address of such person, the Board may discontinue service to such premises.
Delinquent payment of bills shall be considered, for purposes of this section, as a violation of rules.

If water service shall be so discontinued, it shall not be resumed until the rule or regulation so violated shall have been complied with to the satisfaction of said Board and a one hundred fifty ($50150.00) dollar fee paid to the Board for the service in turning the water off and a one hundred fifty ($50150.00) dollar fee for turning the water on.

The Board reserves the right to make such amendments to the rules and regulations as may be necessary for the preservation and protection of the Board water supply system.

SECTION 11

11.0 CONSERVATION PROGRAM

The Board has adopted a water conservation program. Among some of the topics covered are meter accuracy, waste and detection of water leakage, conservation measures, and peak usage reduction.

11.1 Meter Accuracy and Seals:

Water meters are made with great care and precision and should, with reasonable care, give years of satisfactory service. A defective meter will invariably under-register, or work in favor of the consumer. All meters before being set have been carefully checked and tested for accuracy, and then placed in service and sealed. THE CONSUMER MUST NOT BREAK THIS SEAL. (Reference: See
Sections 3.8, Meter Testing; 3.1412, Tampering or Defacing Meters and Seals).

11.2 Waste and Leakage of Water; Conservation

If a meter suddenly shows an increase in consumption, with no apparent cause, one of two things has happened; a leak has started, or water has been allowed to run to waste.

Waste and leakage of water is an economic waste, not only to the customer, who pays much large water bills than he/she should, but to the Board as well, which must provide a system of sufficient capacity to meet demands resulting from leakage and waste in addition to the requirements of the customers. Conservation of water results in indirect savings to the consumer. It eliminates large capital expenditures required in expanding the supply, either at its source or in the distribution system, to meet unusual demands from leakage and waste.

11.3 Detection of Leakage

The flow of water from all fixtures supplied by the meter should be shut off, and the pointer on the circle observed for a period of ten (10) or fifteen (15) minutes. If the pointer moves, a leak is indicated, the size of which may be determined by timing the pointer.

If the leak cannot be located, a licensed plumber should be called, as the Board is not authorized to do the work on private property.

11.4 Conservation Measures

The Board shall promote conservation measures and encourage consumer education in this area; devices such as low-flow shower heads, and fixtures, and leak detection tablets are encouraged. Conservation kits shall be made available to consumers at no cost.

4827-7995-5599
The Board shall advertise such measures on cable-tv and through the local media to the extent possible.

11.5 Peak Usage Reduction:

The Board believes that it is important to have contingency plans in place to reduce peak hour demand during extended heat waves and emergency conditions, and during periods of drought. Further, the Board recognizes that reduction of peak usage is useful in reducing capital investment and prolonging the use of the source of supply.

The Board shall publicize the need to reduce peak water usage, when necessary, on cable-tv and through the local media, to the extent possible. First, this would consist of “odd/even” alternating days for outside watering and/or hour restrictions as needed. Second, this would consist of a complete ban for outdoor usage.
APPENDIX A
FEE SCHEDULE

SECTION 12

12.0 SUMMARY OF RATES & SURCHARGES

Retail Water Rate
There shall be a three tier retail rate structure, effective immediately, to promote conservation and alternative source supply as follows:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Rate (per 1,000 gallons usage)</th>
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</thead>
<tbody>
<tr>
<td>Tier 1 (1-100,000 gallons)</td>
<td>$4.88</td>
</tr>
<tr>
<td>Tier 2 (100,001-1,000,000 gallons)</td>
<td>$5.78</td>
</tr>
<tr>
<td>Tier 3 (1,000,001 gallons and up)</td>
<td>$6.66</td>
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</tbody>
</table>

- TIER I. The retail water rate for 1 gallon up to 100,000 gallons, shall be $4.882.30 per 1,000 gallons usage, effective immediately.
- TIER II. The retail water rate in excess for of 100,001 gallons up to 1,000,000 gallons (one million), shall be $5.782.70 per 1,000 gallons usage, effective immediately.
- TIER III. The retail water rate in excess for of 1,000,001 gallons (one million and one) and above, shall be $6.663.10 per 1,000 gallons usage, effective immediately.

SERVICE CONNECTIONS/MAIN CHARGES shall be as follows:

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Charge</th>
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<tbody>
<tr>
<td>3/4” to 1”</td>
<td>$1,500.00</td>
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<tr>
<td>1 1/2”</td>
<td>$1,500.00</td>
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<tr>
<td>2”</td>
<td>$3,000.00</td>
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<tr>
<td>4”</td>
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<tr>
<td>6”</td>
<td>$9,000.00</td>
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<tr>
<td>8”</td>
<td>$9,500.00</td>
</tr>
</tbody>
</table>
• 10” $ 10,000.00
• 12” $ 12,000.00

**ANNUAL SERVICE & FIRE CHARGES** shall be as follows:

<table>
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<tr>
<th>Meter Size</th>
<th>SERVICE Charge</th>
<th>FIRE Charge When Applicable</th>
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<tr>
<td>• 5/8” to 1”</td>
<td>$ 606040.00</td>
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<tr>
<td>• 1 ½”</td>
<td>$ 120-12080.00</td>
<td>$ 100.00</td>
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<td>• 2”</td>
<td>$ 180180420.00</td>
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<td>• 3”</td>
<td>$ 375375250.00</td>
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<td>• 4”</td>
<td>$ 600600400.00</td>
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<td>150.00</td>
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<td>• 6”</td>
<td>$ 1,125125750.00</td>
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<td>200.00</td>
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<td>• 8”</td>
<td>$ 1,950950430.00</td>
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<td>250.00</td>
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<tr>
<td>• 10”</td>
<td>$ 2,6256254750.00</td>
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<td>300.00</td>
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<tr>
<td>• 12”</td>
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<td>$ 350.00</td>
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**OTHER CHARGES AND FEES**

| Department of Health Connection | $1.50 per connection |
| Water Quality Protection Charge | $0.0292               |
| Hydrant Fees                    | $250.00/year          |
| Fire Flow Test Fees             | $100                  |
| Shut-off and Turn-on Fees       | $100 each             |
| Lien Fee                        | $100                  |
| Removal of Lien                 | $50                   |

There shall be a surcharge of $ 1.10 per connection for the **RI Department of Health**.

There shall be a surcharge of $ 0.259 per one hundred (100) gallons usage for **RI State Water Fund**.
The Wholesale Water Rate for the East Smithfield Water District area shall be five percent (5%) over the wholesale water rate of the Providence Water Supply Board.
APPENDIX B
WATER SERVICE APPLICATION FORM
APPENDIX C

Hydrant Fees shall be $2500.00 per year.

Fire Flow Test fees shall be $100.00.

Shut-off and Turn-on fees shall (each) be $50.00 plus labor.

Smithfield Water Supply Board Goals

1. To maintain the highest quality potable water.
2. To maintain fire flow protection for both residential and industrial users.

3. To maintain a cost-effective system user rate structure.

4. To promote the effective and efficient conservation, development, and protection of the SWSB system.

4.5. To develop and implement a conservation plan for system users.

6. To continue implementation of the Capital Improvement Plan.

7. To retrofit system devices/appurtenances to comply with applicable codes.

8. To increase system capacity.

9. To expand system service area.

10. To provide an emergency inter-connection with another purveyor for redundancy.

11. Continue and maintain employee training and certifications as follows: RI DOH/AWWA, Drinking Water Operators; OSHA, and Confined Spaces.
12. Continue to serve as liaison to Providence Water Supply Board, system users, town officials, other town water districts, and others, as required.

13. The policy and rate practice of the Smithfield Water Supply Board shall emphasize maintaining assets in a “State of Good Repair”. Such “State” shall focus on compliance, water quality improvements, reliability and minimizing future operating costs and unscheduled repairs.
SMITHFIELD WATER SUPPLY BOARD
3 SPRAGUEVILLE ROAD
(401) 233-1034
MAILING: 64 FARNUM PIKE
ESMOND, RI 02917

4827-7995-5599, v. 4

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SMITHFIELD WATER SUPPLY BOARD

RATES, RULES, AND REGULATIONS

ADOPTED BY THE SMITHFIELD TOWN COUNCIL
IN THEIR CAPACITY AS
THE SMITHFIELD WATER SUPPLY BOARD

December 14, 1999 as Amended,
April 26, 2005 et seq.
January 4, 2008 et seq.
TABLE OF CONTENTS

HISTORICAL BACKGROUND & SYSTEM SUMMARY

GENERAL INFORMATION

1.0 RATES & SURCHARGES
   1.1 What your water rates pay for
   1.2 Retail Rate Structure
   1.3 Annual Service Charge
   1.4 Water Quality Protection Charge
   1.5 RI Department of Health Connection Surcharge
   1.6 Sales Tax Exemptions
   1.7 Residential Districts
   1.8 Industrial and Commercial Districts
   1.9 Special Charges
   1.10 Paramount Development Agreement
   1.11 Hydrant Rental Charges
   1.12 Wholesale Rate

2.0 WATER BILLS
   2.1 Information Regarding Bills
   2.2 Property Owners are Responsible for Bills
   2.3 Payment
   2.4 Interest on Unpaid Bills
   2.5 Liens and Charges
   2.6 Termination of Service
   2.7 Customer Bankruptcy
   2.8 Servicemembers Civil Relief Act
   2.9 Courtesy Notices

3.0 METERS
   3.1 All Water Metered
   3.2 Ownership of Meters
   3.3 Location of Meters
3.4 Accessibility
3.5 By Whom Work Performed
3.6 Damaged Meter or Meter Settings
3.7 Remote Reading Water Meters
3.8 Meter Testing
3.9 Commercial and Industrial Meters
3.10 Adjustments
3.11 Repairs to Large Meters
3.12 Billing Non-Registering Meters
3.13 Unserviceable Meters or Outside Registers
3.14 Tampering or Defacing Meters and Seals
3.15 Spot Check of Meters
3.16 Meter Replacement Program

4.0 SERVICE PIPES
4.1 Locations and Easements
4.2 Application for Service Pipes
4.3 Connection/Main Charges for Service Pipes
4.4 Ownership and Purpose of Service Pipe
4.5 New Service Pipe from Building to Distribution Main
Material for Service Pipes
4.6 Inspection, Testing, and Location to Sanitary Line/Septic System
4.7 Main Shut-Off Valve
4.8 Horizontal Meter Setting
4.9 Back Flow Prevention Valves
4.10 Tapping Mains
4.11 Repairs to Property Owner’s Service Pipe and Fixtures
4.12 Road Opening and Sidewalk Permits

5.0 TEMPORARY SERVICES
5.1 For Building & Other Construction Purposes

6.0 FIRE SUPPLIES
6.1 Drawings
6.1.1 Conformance with Fire Flow Ordinance
6.2 Annual Charges
6.3 Installation to be Reviewed by Board
6.4 Connection to Domestic Service Prohibited
6.5 Number of Services
6.6 Use of Service
6.7 Fire Flow Tests, Fees, and Liability
6.8 Cross Connections
6.9 Inspection
6.10 Vacant Buildings
6.11 Illegal Use
6.12 Meters
6.13 Valves
6.14 Violation of Rules

7.0 FIRE HYDRANTS
7.1 Authorization of Hydrant Installations
7.2 Hydrants are the Property of the Board
7.3 Duty to Inspect and Maintain Privately Owned Hydrants
7.4 Obstructing Hydrants
7.5 Use of Hydrants
7.6 Unauthorized Use of Hydrants
7.7 Hydrant Spacing/Main Extensions

8.0 CONDOMINIUM RULES & REGULATIONS

9.0 CROSS-CONNECTION AND BACKFLOW
9.1 Cross Connection and Backflow Policy
9.2 Cross Connection Prohibited
9.3 Pump Connection
9.4 Lawn and/or Garden Watering Systems
9.5 Dishwashing and Laundry Machines

10.0 SUPPLEMENTAL INFORMATION
10.1 Interruption of Water Supply
10.2 Notice of Interruption of Service Not Required
10.3 Unauthorized Use of Water
10.4 Re-Sale of Water Prohibited
10.5 Water Charges for One Person
10.6 Water Waste
10.7 Rights to Make Inspection
10.8 “Turn Off” and “Turn On” Fees
10.9 Refusal to Give Service
10.10 Penalty for Violation of Rules

11.0 CONSERVATION PROGRAM
11.1 Meter Accuracy and Seals
11.2 Waste and Leakage of Water; Conservation
11.3 Detection of Leakage
11.4 Conservation Measures
11.5 Peak Usage Reductions

Appendix A Fee Schedule
Appendix B Water Service Application Form
Appendix C Smithfield Water Supply Board Goals
HISTORICAL BACKGROUND & SYSTEM SUMMARY

A Water Supply Commission for the Town of Smithfield was authorized and established by Chapter 1676, 1930 Public Laws of Rhode Island, charged with the responsibility to make “an accurate and comprehensive study of the water supply of the Town of Smithfield”. Subsequent legislation delineated the service area of the Smithfield Water Supply Board (SWSB).

In 1963-64, the Longview Pump Station (fed by the Providence Water Supply Board), and a twelve-inch diameter cast iron transmission line in Smithfield Road (N. Providence) was constructed. This transmission line traverses en route, along Ridge Road (Smithfield) to the Rocky Hill one million gallon storage tank. Today, the SWSB includes approximately two hundred fifteen thousand feet (41 miles) of transmission and distribution water mains of varying materials and sizes. In addition to the Rocky Hill Storage Tank, the Island Woods four million gallon storage tank was put into service in 1993.

In October 2017, the Smithfield Town Council passed Ordinance Number 2017-07. This Ordinance created the Smithfield Water Supply Board Advisory Commission, a five-member volunteer body that analyzes and advises the Water Supply Board on policy and on major operating and investment issues. These issues include the rates and regulations contained herein.

As of 2019, the SWSB serves 1,416 residential meters, 129 commercial meters and 40 industrial meters, and has an approximate capacity of 1.8 million gallons per day. Of this, North Providence has 473 meters, 70 of which serve 1,083 apartments, and consume approximately 220,000 gallons per day. The 40 industrial meters, billed monthly, consume approximately 321,000 gallons per day. The SWSB also provides at a wholesale rate, to the Providence Water Supply Board, 27,000 gallons per day on average to the East Smithfield area of town.
As of 2019, on a peak demand Summer day, the over-all system operates at 79% of capacity.

As part of the US EPA Superfund project, completed in 1997, there exists an additional 20,000 feet of twelve-inch transmission line in Log Road and adjacent roadways, along with a 300,000 gallon storage tank on Burlingame Road. Also, this project included the construction of two new booster pumping stations (Limerock Rd., Log Rd.) and appurtenances as well as the complete retrofitting of the existing Longview Pump Station.

GENERAL INFORMATION

These Rules and Regulations govern the use of the public water system and the installation and connection of water mains and appurtenances for the Towns of Smithfield and North Providence, Rhode Island.

THE SMITHFIELD TOWN COUNCIL ACTING IN ITS CAPACITY AS THE SMITHFIELD WATER SUPPLY BOARD, DECEMBER 14, 1999, HEREBY MOVES the following rules and regulations and all subsequent changes, amendments and additions thereto, shall constitute a part of the contract with every person, corporation and property owner supplied with water from the Board. Every person, corporation and property owner using such supply shall be considered as consenting to be bound thereby. Copies will be made available upon payment of reasonable costs, and all persons are requested to read the rules carefully because failure to know the rules and regulations will not excuse anyone from the consequences of neglect of such rules and regulations.

Main Office and Hours

The main office of the Smithfield Water Supply Board (hereinafter sometimes referred to as “the Board” or “SWSB”), is located at 3
Spragueville Road, Smithfield, RI 02917. Office hours daily, except weekends and holidays from 8:00 a.m. to 3:00 p.m.

Information, Inquiries, and Complaints

Any information about water services, rates, rules, etc., may be had by calling 1 (401) 233-1034. Complaints of a minor nature may be made by phone. Major complaints should be made in writing and addressed to the Smithfield Water Supply Board, 64 Farnum Pike, Esmond, RI 02917. All inquiries and complaints will receive careful consideration. General information may be obtained at https://www.smithfieldri.com/water-department/#swsbac.

Emergency Calls

The department maintains emergency service twenty-four (24) hours a day, including Saturdays, Sundays and Holidays. Any emergency may be reported day or night by calling 1 (401) 231-2500.

Servicemen, Inspectors and Meter Readers

Do not allow any person claiming to be an employee of this Board to enter your premises unless he or she can show proper identification. Authorized employees will possess official identification issued by the SWSB. Any impostor should be reported at once.
SECTION 1

1.0 RATES AND SURCHARGES

The Board supplies water to all premises through a meter only, and at the rates included herein, which were adopted and approved by the Board.

1.1 What your water rates pay for

The Board receives no tax revenues and must rely on rate payer revenues to cover water costs.

The water costs include:

- Operational expenses;
  - Day-to-day expenses for operating and maintaining the water system; and
  - Repair of facilities, as needed.
- Debt service (interest and principal) on revenue bonds, when applicable, and
  - Debt service on revenue bonds is the repayment of loans used to acquire water system improvements.
- Replacement of and Capital Improvements to facilities, as needed
  - Improvements to facilities allow the system to keep up with increasing demand and maintain water quality by replacing outdated and worn equipment.

Upon the Board’s request, private consultants examine operational expenses and repaying of revenue to determine water rates. The Board is also audited every year by an outside accounting firm.
1.2 Rate Structure

The 3-tiers retail water rates for consumption shall be:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 (1-100,000 gallons)</td>
<td></td>
</tr>
<tr>
<td>Tier 2 (100,001-1,000,000 gallons)</td>
<td></td>
</tr>
<tr>
<td>Tier 3 (1,000,001 gallons and up)</td>
<td></td>
</tr>
</tbody>
</table>

*Note:* Since the retail water rate is based in part on the wholesale water rate of the Providence Water Supply Board, increases in the wholesale rate shall be passed along to retail customers on the following billing cycle.

1.3 Annual Service Charge

There shall be an annual service charge for all customers. This charge covers basic costs of providing service such as meter reading, system maintenance, and billing. The service charge is based upon the size of the customer’s meter and is not related to the quantity of the water used. The annual service charges shall be as follows:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Annual Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8” to 1”</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>1 ½”</td>
<td>$ 120.00</td>
</tr>
<tr>
<td>2”</td>
<td>$ 180.00</td>
</tr>
<tr>
<td>3”</td>
<td>$ 375.00</td>
</tr>
<tr>
<td>4”</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>6”</td>
<td>$ 1,125.00</td>
</tr>
<tr>
<td>8”</td>
<td>$ 1,950.00</td>
</tr>
<tr>
<td>10”</td>
<td>$ 2,625.00</td>
</tr>
</tbody>
</table>
1.4 Water Quality Protection Charge

There shall be a Water Quality Protection Charge of $0.0292 per 100 gallons usage, in accordance with RI General Laws 46-15.3-5. The Water Quality Protection Charge is for the purpose of protecting the quality and safety of the public supply of water and to provide funding for projects that protect sources of drinking water. Customers who are 65 years or older, purchasing water for personal consumption, and who live in a single-family residence are exempt from paying this surcharge. Customers eligible for exemption may request an application from the Board.

1.5 RI Department of Health Connection Surcharge

There shall be a surcharge of $1.50 per connection for the RI Department of Health.

1.6 Sales Tax Exemptions

Residential water sales are not subject to sales tax. Commercial and Industrial customers are subject to sales tax.

1.7 Residential Districts

Residential meters are read and billed quarterly.

1.8 Industrial And Commercial Districts

Large user (as defined by the Board) Industrial and Commercial businesses are read and billed monthly. Other Industrial and Commercial businesses are read and billed on the quarterly residential cycle.
1.9 Special Charges

In certain circumstances, the Board may require improvements (e.g. booster pumps, system looping, pumping stations, main extensions) to certain areas of the water system to ensure proper operation. Installation of these devices will result in additional charges that shall be borne by the customers that benefit from the improvements. These charges shall include costs related to installation and continuing use, including maintenance and future replacement costs.

1.10 Paramount Development Agreement

“Substantial Users,” as defined in the December 5, 1989 agreement between the Town of Smithfield, Bryant College, and Paramount Development Assoc., Inc. shall be subject to water district improvement fees.

1.11 Hydrant Rental Charges

Hydrant Rental Charges for the supply and maintenance of fire hydrants to/in the Towns of Smithfield and North Providence are billed annually on a calendar year basis. They shall be $250.00 per hydrant per year.

1.12 Wholesale Rate

The Board may, by Agreement, sell water to another water purveyor. The rate levied shall be negotiated as part of such Agreement.
SECTION 2

2.0 WATER BILLS

2.1 Information Regarding Bills

Bills are prepared by the Board and are filed at the Town Treasurer’s Office for collection.

Requests for information regarding bills or notices should be made either personally or preferably by letter to the main office of the Board. Water bills are rendered to the owner of the property supplied. Large industrial, manufacturing and commercial accounts are billed monthly; and, residential accounts are billed quarterly.

2.2 Property Owners are Responsible for Water Bills

Property owners shall be responsible for all water service charges until written notice to discontinue the service has been received by the Board Office from the owner of the property served.

To insure proper rendering of bills, the property owner shall notify the office of the Board of any changes in the mailing address to which bills should be sent. Failure to receive a bill does not relieve the property owner from the obligation of its payment or the payment of additional interest.

In case of change in ownership of the premises, the existing customer/property owner shall be responsible for all water service charges until notice of the change of ownership of the property served has been received by the Board Office, and the new owner has filed with the Board a written application for transfer of water service. A final meter reading shall be done by the Board.
New owners using water at their premises without filing the proper application for water service shall be:

(1) liable and responsible for all water service provided and water used during their ownership of the premises, and

(2) subject to the penalties provided by law for the unauthorized use of water.

The Board reserves the right to discontinue water services to any property for which the recorded owner has not filed an application for water service. Applicants for water services at all premises are responsible for all outstanding water charges applicable to said premises. See Section 39-15-12 of the RI General Laws.

A sample 2019 copy of an Application form is attached to this Booklet as Appendix B.

If there are multiple downstream meters on a single parcel of property, the owner of said property is ultimately responsible for all of the costs attendant to water usage for all meters on the property.

It shall be the responsibility of the Board to notify the property owner when a bill is thirty (30) days in arrears.

2.3 Payment

All water bills are payable on line at:

https://www.opaldata.net/RlGov/Login.aspx?MunID=Smithfield Water, by mail or at the Town Treasurer’s Office and must be paid within thirty (30) days from the billing date marked on the bill.
2.4 Interest on Unpaid Bills:

If bills remain unpaid for thirty (30) days after they are rendered, the Board shall assess interest on the delinquent payments at a rate of not more than twelve (12%) percent per annum on the charges for gallons of water already used by the owner or occupant of the house, building, tenant, or estate.

2.5 Liens and Charges

If a customer of the Board has not paid their bill within ninety (90) days after payment is due, the Board may file a lien against the title to the property that has received water service, but for which payment has not been received. If the lien is filed, the customer shall be liable for an additional one hundred ($100.00) dollar charge for such filing, and an additional fifty ($50.00) dollar charge for removal of the lien once payment in full for the outstanding water charges is received.

2.6 Termination of Service

If bills remain unpaid for forty two (42) days after they are rendered, the Board may terminate water service to the property. If service is terminated, the provisions of Section 10.10 shall govern.

Thirty (30) days from the date the bill is rendered, if no payment has been received, a reminder notice will be mailed. If payment is not received within ten (10) days of the reminder notice, a notice of termination will be mailed. The SWSB office will install a door hanger on the property two (2) days before termination is scheduled. If payment is not made by the second day noted on the door hanger, the service will be terminated the following day.
2.7 Customer Bankruptcy

The Board will not discriminate against a customer who has petitioned the Bankruptcy Court for protection against creditors. However, the person filing for bankruptcy must, within twenty (20) days after filing such petition, give the Board adequate assurance of payment for future water service. The Board may consider whatever security will protect the Board for future water use. If the Board and the customer cannot come to agreement as to adequate assurance of payment, the customer may petition the court for further relief. The Board typically requires $200, or 25% of the outstanding amount owed, whichever is greater, as security. The security will be applied to future invoices one year after the filing of such bankruptcy petition.

2.8 Servicemembers Civil Relief Act

The Board will comply with the Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901-4043 (“SCRA”) when imposing these rules and regulations upon customers of the Board who are covered by the SCRA, or who are Rhode Island or Federal employees. Contractors of the State or Federal Government shall not be considered employees of the State of Federal Government. It is the obligation of the customer seeking relief to apply for it and to provide any required documentation to the Board to prove their right to relief under the SCRA.

2.9 Courtesy Notices

It is the intention of the Board to send courtesy notices of excessive increased consumption or delinquency in payment of bills, but failure to do this does not relieve the customer of his or her responsibility to repair leaky fixtures or pay water charges promptly.
SECTION 3

3.0 METERS

3.1 All Water Metered

All water from the Board will be supplied and billed through one primary meter for each separate service. Commercial properties will be billed through one primary meter. All water passing through such meters will be billed to the owner of the property supplied, as the same appears in the records of the Board, whether the water is used or wasted. Customers are advised to read their meters frequently in order to prevent leaks or waste, which if detected, will eliminate large water bills.

3.2 Ownership of Meters

The meter and any associated reading devices are the property of the Board and will be furnished and installed at the owner’s expense. The Board will determine the appropriate size, type and number of meters for each premises.

3.3 Location of Meters

The property owner shall furnish a proper place for the meter, which is to be installed in a horizontal position immediately after the point of entry of the service pipe through the building wall. The meter shall be located inside the buildings wall nearest to the street line, provided that this building is not more than one hundred (100) feet from the curb line. In cases where the building is over one hundred (100) feet from the curb line, and at the discretion of the Board, the meter shall be installed just inside the property line, in a suitable housing or water pit approved or supplied by the Board, with remote reading capabilities.
3.4 Accessibility

Meters must be easily accessible at all times so that they may be examined and read by employees of the Board. They must not be exposed to danger from frost or contamination.

3.5 By Whom Work Performed

The installation, repair and disconnection of all meters is to be performed by employees of the Board only, except as hereinafter provided.

3.6 Damaged Meters

The customer shall be responsible for the Meter installed at a customer premise and shall provide proper protection of the meter against freezing, damage by hot water, and damage or loss by any other means. In case of breakage, stoppage or other irregularity or if the meters are damaged by frost, hot water or external causes, either by carelessness or neglect by the owner or occupant of the premises or his/her agents, the Board, except as hereinafter provided, shall repair or replace the meter and setting and the owner must reimburse the Board for all cost of repairs or replacement, including labor. In case of breakage, stoppage or any other irregularity in the meter, the property owner is to notify the Board immediately.

3.7 Remote Reading Water Meters

All newly installed residential meters shall be the Remote Reading type equipped with receptacles for remote reading from the outside. The meter and any associated reading devices are the property of the Board and will be furnished and installed at the owner’s expense. The Board will determine the appropriate size, type and number of meters for each premises.
The outside receptacle shall be securely attached to the exterior of the house or building and connected to the encoder register by a multiple cable conductor. The cost of the entire assembly consisting of the register, outside receptacle and multiple cable conductors shall be included in the price of the meter.

Replacements of existing meters with new Remote Reading Meter Assemblies shall be installed by the Board at no charge to the owner. If the outside reader is not compatible with the inside encoder register, the Board shall be responsible for replacing the meter as well. The employees of the Board shall make the installation of all necessary components for the property owner.

The occupant, owner or his/her agents shall be responsible for the protection of all the components of the remote reading water meters and shall be subject to the stipulations as set forth in Section 3.6 hereof.

3.8 Meter Testing

Every water meter is carefully tested before it is first installed and also before it is reset after being removed for repairs or other purposes. Periodic tests of each meter will also be made as often as the Board may deem necessary. Upon written request of an owner, the Board will test the accuracy of a meter in use at the owner’s premises, without charge to the owner, provide the meter has not been tested by the Board within one year prior to such request and provided further that the owner shall agree to abide by the results of such test as the basis for any adjustment of disputed charges. Upon receipt of such request, the Board shall notify the owner in writing of the request that such owner or his/her authorized representative may be present at the meter test. The Board will supply a written report of the test to the owner.
3.9  *Commercial and Industrial Type Meters*

Commercial and Industrial type meters shall be tested annually with the results reported to the Board. Such tests shall be scheduled and paid for by the property owner.

3.10  *Adjustments*

If a meter fails to register correctly within two (2%) percent, the charge to the consumer shall be adjusted accordingly as the registration varies from one hundred (100%) percent and such adjustment shall apply to the current period only.

If registration or estimation of bills have overstated a customer’s consumption, the Board shall arrange to issue credit to the account, unless the customer demands a refund, such refund to be promptly made in full.

3.11  *Repairs to Large Meters*

The Board may make repairs to meters that are two (2) inches or larger in diameter, if it determines such repairs are necessary. If the Board removes the meter to make such repairs, it may install a temporary meter during the time it takes to make such repairs, or the billing may be determined in accordance with section 3.12 below.

3.12  *Billing Non-Registering Meters*

If a meter fails to register or has been removed for repairs, testing or other purposes during the billing period, the bill shall be issued, based on the average daily rate of consumption, as shown by the meter, after it has been returned to service and is in proper working order. If the meter has not been returned to service, the bill shall be issued based on the average daily rate of consumption for the previous three (3) year period.
3.13 Unserviceable Meters or Outside Registers

The Board reserves the right, at all times, to remove, test, repair and replace any meter or outside register and if such meter or outside register is found to be economically unserviceable, require another meter to be substituted in its place.

3.14 Tampering or Defacing Meters and Seals

The Board shall pursue criminal penalties in accordance with Section 11-35-6 of the RI General Laws, against every person who shall tamper or deface a meter to prevent the proper registration of the water consumed by altering the register index or otherwise or for the breaking of any seal placed by the Board for the protection of any meter, valve or fitting.

3.15 Spot Check of Meters

The Board reserves the right to have their representative spot check any meter at any time during the course of a working day.

SECTION 4

4.0 SERVICE PIPES

Service pipes for domestic use are for the purposes of supplying water for the domestic use of the property, to which connection is made only and not for any other residence. No person shall cause or permit a physical connection to be made to any service pipe from any water main owned by the Board, except as set forth herein.
4.1 Locations and Easements

Water mains shall be installed in public roads and not in private easements. The Board may consider exceptions to this rule as determined necessary.

4.2 Application for Service Pipes

An application for the installation of new services shall be made and signed by the owner of the property or his/her authorized agent, at the offices of the Board. Applications for service must state fully and truthfully the purposes for which the water is to be used, together with the proper description of the property (Plat and Lot Number), the official name of the town street and the number of the premises to be supplied.

The Board shall review all applications for service and may approve them based upon the totality of circumstances. The Board may require drawings and plans, as outlined in Section 6.

4.3 Connection/Main Charges for Service Pipes

Service pipes are installed by the Board or a Board approved contractor from the distribution main in the street to the curb stop or gate valve. The curb stop shall be located as specified by the Board.

In addition to installation costs, the Service Pipe/Main Charge is a connection charge based upon pipe size and is as follows:

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4” to 1”</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>1 ½”</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>2”</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>4”</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>6”</td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>
• 8” $ 9,500.00
• 10” $ 10,000.00
• 12” $ 12,000.00

All charges shall be paid for in advance of installation. An agreement by the Board to extend services pipes shall not be construed by customers as implied or express approval of any development or construction plans or zoning.

4.4 Ownership of Service Pipe from Distribution Main to Curb Stop

The service pipe from the distribution main to the curb stop is owned and maintained by the Board.

4.5 New Service Pipe from Curb Stop to Building

The service pipe from the curb stop to five (5) feet outside of the foundation of the building is owned and maintained by the property owner. Such service pipe shall be laid by a qualified contractor. The service pipe from five (5) feet outside the foundation and through the foundation must be installed by a licensed plumber by code. For installations completed for ¾ inch, 1 inch, 1 ½ inch and 2-inch copper sizes, there shall be one continuous run of piping to inside the foundation with no connections or splices. In service sizes of two (2”) inches in diameter or larger, the Board, or a Board approved contractor, shall install the section from the street main to the curb first, and then the licensed plumber shall connect into the building.

The licensed plumber must lay his/her portion of the service in a straight line from the curb to a location inside the building and at a right angle to the street line. The service pipe shall be inspected and approved by a representative of the Board before being covered.

Service pipes must have five (5) feet of approved cover material to avoid freezing.
The location where the service is to enter the property must be distinctly marked by the property owner and approved by the Board.

4.6 Material for Service Pipes

All service pipes that are 3/4”, 1”, 1-1/2”, and 2” in diameter shall be type “K” extra heavy, soft temper cold drawn, seamless, deoxidized copper tubing, having a minimum ultimate tensile strength of not less than 30,000 lbs. per square inch. Service pipes four (4”) inches through twelve (12”) inches in diameter shall be class 52 cement mortar lined ductile iron pipe AWWAC 151-71 or PVC pipe (AWWAC-900) as amended to date.

Service pipes from the water main to the curb stop that are 3/4”, 1”, 1-1/2”, and 2” shall be copper.

Service pipes from the curb stop to the house or building, only on domestic installations, that are 3/4”, 1”, 1-1/2”, and 2” shall be copper or plastic, as approved by the Board.

4.7 Inspection, Testing, and Location to Sanitary Sewer Line/Septic System

All service pipes shall be installed in accordance with and as defined in the publication “10 State Standards”, as adopted by the Rhode Island Department of Health.

Service pipes shall be tested for water tightness in the presence of a representative of the Board before being covered/back-filled.

NO SERVICE PIPE SHALL BE LAIED IN THE SAME TRENCH WITH A BUILDING DRAIN OR SEWER PIPE. NOR SHALL THE WATER PIPE BE CLOSER THAN TEN (10) FEET TO ANY SEWER AT ANY HORIZONTAL POINT IN AN AREA SERVED BY A PUBLIC SEWER SYSTEM. IN UNSEWERED AREAS,
WATER SERVICE PIPE SHALL BE LAID AT A MINIMUM OF TEN (10) FEET FROM THE SEPTIC TANK AND A MINIMUM OF TWENTY-FIVE (25) FEET FROM A CESSPOOL SEEPAGE PIT, DISPOSAL TRENCH OR BED.

4.8  Main Shut-Off Valve

On every new service pipe, immediately after its entry into the building, there shall be an angle ball valve meter stop supplied by the Board. Existing service pipes not equipped with the above type of meter stop, when renewed or replaced, shall conform with the requirement for “New Service Pipes” and “Horizontal Meter Settings”.

4.9  Horizontal Meter Setting

All small meters on new installations shall be set approximately six to eight inches (6” – 8”) above the floor, in a horizontal position, immediately after the angle meter stop and immediately after where the service pipe enters the building. Large meters may not be set directly on the floor and current type meters shall have a straight length of pipe at least eight (8) times the pipe diameter before the meter. Small meter settings for ¾” and 1” meters shall be equipped with a double check valve, as is provided by the Board. Check valves and testable backflow devices two inches (2”) or larger shall be supplied by the owner and approved by the Board. All meter installations must be inspected to conform with installation requirements before a meter is supplied.

Whenever it is necessary to renew or replace a meter or service pipe, the meter shall be reset to conform to the requirements for new installations.
4.10 *Back Flow Preventative Valves*

The need to furnish reliable and inexpensive back-siphonage and backpressure protection for individual residences resulted in the debut of the residential double check valve. Protection of the main potable supply from household hazards such as home photograph chemicals, toxic insect and garden sprays, termite control pesticides used by exterminators, etc. reinforced a true need for such a device.

It is sized for 1” service lines and is installed immediately downstream of the water meter. The use of plastic check modules and elimination of test cocks and gate valves keeps the cost reasonable, while providing good, dependable protection.

All new residential buildings will be required to install a residential dual check device immediately downstream of the water meter. Installation of this residential dual check device on a retrofit basis on existing service lines may be instituted at a time and at a potential cost to the homeowner, as deemed necessary by the Board. Such dual check installations shall be performed by the Board, who will install non-testable dual check valves with valve and meter.

The owner must be aware that installation of a residential dual check valve results in a potential closed plumbing system within the residence. As such, provisions may have to be made by the owner to provide thermal expansion within this closed loop system: i.e., the installation of thermal expansion devices and or pressure relief valves, in accordance with prevailing plumbing codes.

4.11 *Tapping Mains*

All water taps shall be saddle taps only with stainless steel saddles. All valves and curb stops shall be open left with no bleeders.

No person, except an authorized representative of the Board or a Board approved contractor, shall be allowed, under any
circumstances, to tap the mains or distribution pipes, insert corporation stops therein, set or remove meters on service pipes or interfere with water gates or curb stops. No person shall cause a physical connection to be made between the Board’s supply and any other water for commercial, domestic, sanitary, fire protection or boiler feed purposes or for any other intent whatsoever.

4.12 Repairs to Property Owner’s Service Pipe and Fixtures

Property owners must keep their own pipes and all water fixtures connected thereto, in good repair and protected from frost, at their own expense. In case of a break in that section of the service pipe between the curb stop and the meter, water shall be shut off by the Board, the property owner shall immediately obtain the services of a licensed plumber to make the necessary repairs. Failure to make repairs at once or to obtain the necessary permits covering these repairs shall be sufficient cause to shut off the supply. Restoration of service shall require payment of a fifty ($50.00) dollar water turn-on fee.

4.13 Road Opening and Sidewalk Permits

No public road, sidewalk or place, shall be opened for the installation of service pipes, until an appropriate permit is obtained from the proper town or state agency.
SECTION 5

5.0 TEMPORARY SERVICES

5.1 *For Building and Other Construction Purposes*

Contractors, Builders, etc., requiring water for construction purposes, shall make application for a temporary service and will be subject to the same rules and regulations as applied to regular service installations. A meter and backflow protection will be installed on the temporary service, wherever possible, by the Board and the cost of the meter and backflow protection device, plus the cost of setting same, shall be borne by the applicant. Temporary services shall be subject to the charges described in Section 4.3.

All charges, including the connection charge, cost of installing and/or removing the service, cost of setting and/or removing the meter, and setting the meter, shall be paid in advance. In addition, the applicant will be required to deposit a sufficient sum of money with the Board to cover the cost of the estimated amount of water to be used in conjunction with the work. If, at any time during the course of construction, the estimated amount of water covered by the deposit is below the actual consumption shown on the meter, the applicant will be required to deposit additional sums with the Board. After completion of the work, if the actual consumption registered on the meter is below the estimated amount, the Board will refund the difference.

In the event that it is not possible to install a meter on a temporary service, the Board will estimate the water usage for billing purposes.
SECTION 6

6.0 FIRE SUPPLIES

The Board may authorize the installation of a special fire service to private property for private fire protection purposes. Unmetered dual-purpose lines shall be considered fire service supplies as well and subject to the regulations of this section.

Applications must be made by the owner of the property or his/her authorized agent and will be subject to all provisions, including the Connection/Main charge described in Section 4.3, as far as they apply to this type of service.

6.1 Drawings

The applicant must furnish two (2) complete and correct drawings or sets of drawings showing the location of all valves, pipes, hydrants and tanks, sprinkler heads and other appurtenances on the premises, at the time of making application. The plans will remain the property of the Board.

The applicant also agrees to furnish the Board with drawings, showing revisions to piping or appurtenances, whenever the same are made. All drawings furnished must be evidenced, first, by the stamp of a professional engineer, who has been duly registered and licensed by the Rhode Island State Board of Registration of Professional Engineers and secondly, must be approved and signed by the local fire chief or his/her authorized agent.

6.1.1 Conformance with Fire Flow Ordinance

On August 13, 1996, the Town Council of the Town of Smithfield adopted a Fire Flow Ordinance entitled “Water Supply for Fire Protection”. Plans shall be in conformance with this Ordinance, when applicable. Applicability and subsequent findings shall be
determined by the Board or its designee pursuant to Section 10-506 et seq. (of said Ordinance).

6.2 **Annual Charges**

The annual charge for this service shall be made in accordance with the annual fire service charges, as determined by the Board. The annual charge shall be based upon the size of the service connection for each service connection from the main. The annual charge shall be as follows:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Annual Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ½”</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>4”</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>6”</td>
<td>$ 200.00</td>
</tr>
<tr>
<td>8”</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>10”</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>12”</td>
<td>$ 350.00</td>
</tr>
</tbody>
</table>

Charges for fire service supplies shall be payable in advance of the date of installation, pro-rated for the remainder of the billing year and then annually in advance on the regular billing period for the Board.

6.3 **Installation to be Reviewed by Board**

The Board expressly reserves the right to determine the necessity for and the advisability of, as determined by the Board’s engineer, granting any application of this special service and also the right to determine the size of service pipe which will be granted; depending upon the size of the street main, the available pressure on the main and the nature and capacity of the fire protection equipment within the building. A flow test is required to determine the proper size of the fire service pipe.
6.4 **Connection to Domestic Service Prohibited**

No connection shall be made at any time between the fire supply system and the regular water supply to the premises. The only exception is a Board approved combined fire/domestic system. Valves placed on the system shall be of a style that can be sealed by the Board.

6.5 **Number of Services**

One (1) fire service only will be allowed to any one building or premises; unless, in the opinion of the Board, or their Engineer, more than one is absolutely necessary for the proper protection of the premises. All fire protection equipment connected to the Board’s service shall be confined within the building or on the premises named in the application and where two (2) or more connections are made for one building or premises, they will be kept separated, unless special permission is obtained from the Board to connect the same in a manner to be approved by them.

6.6 **Use of Service**

No water shall be drawn from the fire service pipes for any purpose whatsoever, except for the extinguishing of fires. This paragraph is not to be construed as prohibiting a reasonable use of water for fire drills, draining of the system to prevent freezing or other reasonable use in connection with proper fire protection. Whenever water is used for this purpose, either by the owner or the insurance inspector making the test, the owner shall notify the Board office prior to making any test and forward this information, together with a brief description of the operations resulting in the use of the water, to the Board.
6.7 Fire Flow Tests, Fees, and Liability

The Board shall be notified 72 hours in advance to schedule all requested Fire Flow Tests. Such tests shall only be carried out by Board approved personnel. Fire Flow Test fees shall be one hundred ($100.00) dollars for each test. The testing company shall be liable for any and all damages sustained to both public and private property, as a result of the testing.

Fire Flow tests are valid for twelve (12) months from the test date provided there have been no hydraulic changes to the distribution system or significant service connections in the area of the test.

6.8 Cross Connections

Any fire protection system supplied with water from the Board, shall be supplied exclusively with that water and no connection will be allowed with any other system drawing its supply from any other source whereby the Board’s water supply may be subjected to contamination.

Any fire protection system using water from any source other than the Board’s service, shall be kept entirely separate from the water system supplied from the Board’s service.

6.9 Inspection

All fire services shall be subject to periodic inspection by inspectors from this Board. The owner shall give the inspectors all reasonable access to facilities for making the survey and any information concerning the fire services that they may require. Care will be taken that inspections will be made with as little inconvenience to the owner as possible.
6.10 Vacant Buildings

If any building with a fire protection system should become vacant, all required sprinkler systems shall be maintained in operating condition during the period of time that the building is vacant. At no time will the Board knowingly turn off the supply of water without the written permission of the Smithfield Fire Department.

6.11 Illegal Use

No person, except an authorized representative of the Board or Fire Department, shall be allowed, under any circumstances, to operate a fire service.

At no time, shall the owner of any premise use water from a fire service, for uses other than fire protection and applicable testing of the system. Water used for purposes other than the aforementioned permitted uses, shall be billed at a flat rate per thousand gallons, as determined by the Board and additional charges may be assessed.

6.12 Meters

All fire supplies shall be metered and conform to the provisions of Section 3 entitled “Meters”, with the following exceptions:

a. The owner may purchase and install a fire service meter assembly set up for radio read, as directed by the Board, provided it is a type approved by the Board and the National Board of Fire Underwriters.

b. The owner may purchase and install a back flow prevention device, provided it is a type approved by the Board and the National Board of Fire Underwriters. The Board reserves the right, at any time, to require the owner to install a fire service meter assembly, as described in the preceding paragraph (a).
6.13 Valves

On the inlet and discharge side of each fire service meter assembly or double check valve back flow preventer, the owner shall install an OS&Y gate valve, manufactured to conform in all respects with the American Water Works Specifications for Gate Valves for Ordinary Water Works Service, as amended to-date. The valves shall be a type that meets the requirements of the national Board of Fire Underwriters.

On a double check valve testable back flow preventer installation with a metered bypass, the owner will be required to install a gate valve on the inlet side of the by-pass, in conformance with all respects with Federal Specifications WW-V-54 Type 1, Class A, as amended to date. On the discharge side of the by-pass meter, the owner shall install a double check valve back flow preventer, equipped with NRS gate valves and ball type test cocks with bronze strainer (Watts #S-709) or approved equal, designed for a working pressure of 175 pounds per square inch.

High Hazard installation require a Reduced Pressure Zone (RPZ) testable backflow device.

6.14 Violations of Rules

For any violation of rules governing fire supplies, the Board may discontinue the service immediately. Restoration of service shall require payment of a fifty ($50.00) dollar water turn-on fee.
SECTION 7

7.0 FIRE HYDRANTS

7.1 Authorization of Hydrant Installations

The Board shall install public fire hydrants, whenever written requests are received from the proper town authority or their location has been approved by the local fire department on new main extensions and approved by the Board, subject, however, to all the provisions of these regulations.

7.2 Hydrants are the Property of the Board

All public fire hydrants and their connections are installed and maintained by the Board and remain part of the water works system. The use of all hydrants for public fire protection shall be paid for, in advance, by the local town authority, at the prevailing rate, per hydrant, per year, as determined by the Board.

7.3 Duty to Inspect and Maintain Privately Owned Hydrants

Privately owned hydrants shall be inspected and maintained annually. Annual inspection and maintenance shall include but not be limited to flushing; all ports shall be checked for ease of operation. A detailed list, by location, of said inspection and maintenance activities shall be furnished to the Board and the Fire Department, annually, by June 1st. If the owner is unable to comply with any of these requirements, the Board shall perform them for fees to be borne by the owner.

7.4 Obstructing Hydrants

No person shall obstruct the access to any fire hydrant by placing or permitting any snow, debris, building material or other obstruction,
to remain on or about the hydrant, which will, in any manner, interfere with its immediate use.

7.5 Use of Hydrants

Public fire hydrants are installed for the sole purpose of fire protection and with the exception of the members of the Fire Department operating the same for the legitimate purpose of extinguishing fires, no other use of such hydrants shall be made without the written consent of the Board.

7.6 Unauthorized Use of Hydrants

The violation for unauthorized use of hydrant(s) shall be consistent with RI General Laws 11-66.

7.7 Hydrant and Valve Spacing/Main Extension

All main extensions shall include hydrants, spaced at no more than five hundred (500) foot intervals with main inline valves installed no more than 1,000 foot intervals.

SECTION 8

8.0 CONDOMINIUM RULES AND REGULATIONS

The condominium owners (hereinafter referred to as the “Owner”) shall purchase and install a master meter assembly with back flow device, which is UL (Underwriters Laboratory) listed & FM (Factory Mutual) approved for fire service use and approved by the Board, which shall be owned and maintained by the Owner. The Master Meter shall be installed in a Board approved above ground hot box, at the front property line, giving the Board full and ready access to it. Master meter pits shall be equipped with a Post Reader type remote reader box approved by the Board; purchased and installed by the Owner. The installation and maintenance along with
all water consumption through the master meter and the water distribution system within the property of the condominium shall be the responsibility of the condominium ownership or association.

In addition, the Board may require the Owner to purchase and install individual meters for each condominium unit; the Owner and its successors or assigns shall grant to the Board the right of access to read, improve and or repair each individual meter. Every individual meter shall have individual shut off valves and curb stops, to be installed according to specifications of the Board. If there is any difference between the total consumption on the Master Meter and individual meters, the overage shall be charged to the Owner.

The Owner shall supply fire hydrants according to the Board Plans and Specifications. Such fire hydrants shall be owned and maintained by the owner. The Board or its designee and the Smithfield Fire Department shall approve the location of such fire hydrants.

The Owner shall pay to the Board an annual fire service charge of whatever the Board establishes, in accordance with the rates, rules and regulations of the Board.

SECTION 9

9.0 CROSS-CONNECTION AND BACKFLOW

9.1 Cross Connection and Backflow Policy

The Board has adopted a Cross Connection and Backflow Policy and program. Backflow devices shall be installed in high risk areas, as determined by the Board. They shall be tested annually, at the property owner’s expense.
9.2  *Cross Connection Prohibited*

No licensed plumber or others shall cause a physical connection to be made between the Board supply and any other water supply for commercial, domestic, sanitary, fire protection or boiler feed purposes or for any other fixture to be supplied directly from the Board water system through a flushmeter or other valve, unless such valve is set above the water closet or urinal bowl or other fixture in such a manner as to prevent any possibility of back siphonage or pollution.

No plumbing fixture, device or construction shall be installed which will provide a cross-connection between the Board supply and a drainage system, soil or waste pipe, so as to permit or make possible the back flow of sewage or waste into the water supply system. Draw-off pipes for draining sprinkler systems shall not be directly connected into a drainage system or a submerged pit.

If the Board’s water supply is delivered to a tank that is also supplied with water from any source other than the public water supply, such tanks shall be open to atmospheric pressure and the Board’s water supplied above the maximum level in the tank. The tank shall be equipped with an overflow pipe of ample size to fix definitely the maximum level of water. There shall be at least six (6”) inches between the invert of the pipe supplied with Board’s water and the maximum tank level.

If the Board’s water supply is delivered to a tank in which there are chemicals, dyestuffs or other materials used in processing, the pipe supplied with Board water shall not be submerged.

There shall be ample clearance between the invert of the Board supply and the top of the tank to prevent back siphonage into the public supply.
In cases where premises may have (1) internal cross-connections that cannot be permanently corrected or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not potentially dangerous cross-connections exist, the public water supply system shall be protected against back-flow from the premises by installation of a back-flow prevention device in the service line, on the customer’s side of the meter of a type approved by the Board, dependent upon the degree of hazard that exists and at the customer’s expense. It shall be the responsibility of the owner to have back-flow prevention devices tested and approved by the Board. A written copy of the test results must be submitted to the Board for final approval annually.

9.3 **Pump Connection**

No pump shall be directly connected to any main or service for the purpose of increasing the water pressure in the Owner’s system, unless prior written authorization and approval has been obtained from the Board.

9.4 **Lawn and/or Garden Watering Systems**

The Board reserves the right to approve any underground or concealed lawn and/or garden system. The Board requires that a residential vacuum breaker dual check air gap valve or a commercial double check back-flow preventer be installed in the water supply line immediately downstream of the water meter.

The Board reserves the right to inspect and have the owner initiate any steps that may be necessary for proper compliance.
9.5 Commercial Dishwashing and Laundry Machines

Board water supply to dishwashing and laundry machines shall be equipped with an approved vacuum breaker and a check valve located between the vacuum breaker and the fixture. The vacuum breaker shall be located at least four (4) inches above the highest elevation of the machine.

The Board is not liable for interruption in service or damage resulting from the failure to have proper vacuum breakers or check valves.

SECTION 10

10.0 SUPPLEMENTAL INFORMATION

10.1 Interruption of Water Supply

The Board furnishes water and not pressure and does not guarantee a continuous supply. No responsibility will be assumed for any damage to any apparatus, in any house or building, due to the shutting off or turning on of water without notice, either for repairs or on account of a break in the pipe lines or other necessary operations.

No person shall be entitled to damages or will have any portion of a payment refunded for any stoppage of supply occasioned by accident to any portion of the works nor for the stoppage for purposes of additions or repairs; or for non-use occasioned by absence or for any other reason.

10.2 Notice of Interruption of Service Not Required

While it is the intention to give notice, in advance, of any work which must be done that will necessitate interruption of the supply,
such notice is to be considered a courtesy only and not a requirement on the part of the Board. In case of a break in the pipelines, water will be shut off, at any time, without notice.

Neither the Board, nor its employees shall have any liability for a failure to provide notice to tenants or property owners of interruption of service shall. Property owners must install boilers, hot water tanks and other installations connected with the water supply system, with adequate safeguards so that damage will not occur if the water is shut off without notice.

10.3 Unauthorized Use of Water

The Board will pursue criminal penalties in accordance with RI General Laws, as amended, including, but not limited to Sections 11-35-6 and 11-35-7, against every person who shall without proper authorization from the Board, tap or make any connection with any street main or service or other distributing pipe connected with the water system, to include hydrants; or who shall without such authorization open any gate or valve connected with the water system so as to obtain water from the system or for the purpose of obtaining such water; or who shall in any way or by any device obtain the use of such water without authorization. The Board may estimate the cost of such water use and charge fees and costs, including interest, to recover such money. The interest rate shall be calculated using the average rate for Single A rated 20-year municipal bonds as published by FMS Bonds, Inc, at https://www.fmsbonds.com/market-yields/, or its successors.

In the case of unauthorized use of water, the Board is authorized to immediately shut off such water supply without recourse to its consequences.
10.4 Re-Sale of Water Prohibited

No consumer, except with the previously obtained written consent of the Board, will be allowed to furnish water to other persons or property or to allow such persons to take it themselves. Violations of this regulation may cause the supply to be shut off and the water rate already paid forfeited.

10.5 Water Charges to One Person

When water shall be supplied to more than one party, through a single service, the bill for the whole supply furnished through such service will be made to the owner of the property. In case of non-payment, the water may be shut off, notwithstanding one or more parties may have paid the proportion due from him/her or them.

10.6 Water Waste

Water must not be allowed to waste through any faucet or fixture to prevent freezing or kept running any longer than necessary in its proper use. The Board is required to restrain and prevent any and all wastage of water and to that end, may, when necessary, turn off the water or take such other action as in its judgment may be proper.

10.7 Rights to Make Inspection

Inspectors of the Board, or any person authorized by the Board, must have free access at all reasonable hours to all parts of every building, for the purpose of inspecting, removing or replacing meters, examining water fixtures and observing the manner in which the water is used.

10.8 “Turn Off” and “Turn On” Fees

If a service has been requested to be shut off by the property owner for seasonal or other purposes (other than delinquency or violation
of rules), a charge of fifty ($50.00) dollars will be levied to the owner of the property, who shall be responsible therefore.

An additional fee of fifty ($50.00) will be charged to turn the service on.

10.9 Refusal to Give Service

No water shall be furnished to any property which is indebted to the Board for water service (domestic or fire).

10.10 Penalty for Violation of Rules

If the owner, agent, lessee, tenant or person in charge of any premises, shall violate any rule or regulation of the Board affecting said premises and shall fail to remove any violations or comply with any written order of the Board pertaining thereto, within thirty (30) days after such order shall have been sent by mail to the last known address of such person. The Board may discontinue service to such premises.

Delinquent payment of bills shall be considered, for purposes of this section, as a violation of rules.

If water service shall be so discontinued, it shall not be resumed until the rule or regulation so violated shall have been complied with to the satisfaction of said Board and a fifty ($50.00) dollar fee paid to the Board for the service in turning the water off and a fifty ($50.00) dollar fee for turning the water on.

The Board reserves the right to make such amendments to the rules and regulations as may be necessary for the preservation and protection of the Board water supply system.
SECTION 11

11.0 CONSERVATION PROGRAM

The Board has adopted a water conservation program. Among some of the topics covered are meter accuracy, waste and detection of water leakage, conservation measures and peak usage reduction.

11.1 Meter Accuracy and Seals

Water meters are made with great care and precision and should, with reasonable care, give years of satisfactory service. A defective meter will invariably under-register or work in favor of the consumer. All meters before being set have been carefully checked and tested for accuracy and then placed in service and sealed. THE CONSUMER MUST NOT BREAK THIS SEAL. (Reference: See Sections 3.8, Meter Testing; 3.14, Tampering or Defacing Meters and Seals).

11.2 Waste and Leakage of Water; Conservation

If a meter suddenly shows an increase in consumption, with no apparent cause, one of two things has happened; a leak has started or water has been allowed to run to waste.

Waste and leakage of water is an economic waste, not only to the customer, who pays much large water bills than he/she should but to the Board as well, which must provide a system of sufficient capacity to meet demands resulting from leakage and waste in addition to the requirements of the customers. Conservation of water results in indirect savings to the consumer. It eliminates large capital expenditures required in expanding the supply, either at its source or in the distribution system, to meet unusual demands from leakage and waste.
11.3 *Detection of Leakage*

The flow of water from all fixtures supplied by the meter should be shut off and the pointer on the circle observed for a period of ten (10) or fifteen (15) minutes. If the pointer moves, a leak is indicated, the size of which may be determined by timing the pointer.

If the leak cannot be located, a licensed plumber should be called, as the Board is not authorized to do the work on private property.

11.4 *Conservation Measures*

The Board shall promote conservation measures and encourage consumer education in this area; devices such as low-flow shower heads, and fixtures and leak detection tablets are encouraged. Conservation kits shall be made available to consumers at no cost.

11.5 *Peak Usage Reduction*

The Board believes that it is important to have contingency plans in place to reduce peak hour demand during extended heat waves and emergency conditions and during periods of drought. Further, the Board recognizes that reduction of peak usage is useful in reducing capital investment and prolonging the use of the source of supply.

The Board shall publicize the need to reduce peak water usage, when necessary, on cable-tv and through the local media, to the extent possible. First, this would consist of “odd/even” alternating days for outside watering and/or hour restrictions as needed. Second, this would consist of a complete ban for outdoor usage.
APPENDIX A
FEE SCHEDULE

Retail Water Rate
There shall be a three tier retail rate structure, effective immediately, to promote conservation and alternative source supply as follows:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Rate (per 1,000 gallons usage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 (1-100,000 gallons)</td>
<td>$4.88</td>
</tr>
<tr>
<td>Tier 2 (100,001-1,000,000 gallons)</td>
<td>$5.78</td>
</tr>
<tr>
<td>Tier 3 (1,000,001 gallons and up)</td>
<td>$6.66</td>
</tr>
</tbody>
</table>

SERVICE CONNECTIONS/MAIN CHARGES shall be as follows:

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4” to 1”</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>1 ½”</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>2”</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>4”</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>6”</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>8”</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>10”</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>12”</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

ANNUAL SERVICE & FIRE CHARGES shall be as follows:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>SERVICE Charge</th>
<th>FIRE Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8” to 1”</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>1 ½”</td>
<td>$120.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>2”</td>
<td>$180.00</td>
<td></td>
</tr>
<tr>
<td>3”</td>
<td>$375.00</td>
<td></td>
</tr>
</tbody>
</table>
The Wholesale Water Rate for the East Smithfield Water District area shall be five percent (5%) over the wholesale water rate of the Providence Water Supply Board.
APPENDIX B
WATER SERVICE APPLICATION FORM
APPENDIX C
Smithfield Water Supply Board Goals

1. To maintain the highest quality potable water.

2. To maintain fire flow protection for both residential and industrial users.

3. To maintain a cost-effective system user rate structure.

4. To promote the effective and efficient conservation, development, and protection of the SWSB system.

5. To develop and implement a conservation plan for system users.

6. To continue implementation of the Capital Improvement Plan.

7. To retrofit system devices/appurtenances to comply with applicable codes.

8. To increase system capacity.

9. To expand system service area.

10. To provide an emergency inter-connection with another purveyor for redundancy.
11. Continue and maintain employee training and certifications as follows: RI DOH/AWWA, Drinking Water Operators; OSHA, and Confined Spaces.

12. Continue to serve as liaison to Providence Water Supply Board, system users, town officials, other town water districts, and others, as required.

13. The policy and rate practice of the Smithfield Water Supply Board shall emphasize maintaining assets in a “State of Good Repair”. Such “State” shall focus on compliance, water quality improvements, reliability and minimizing future operating costs and unscheduled repairs.
SMITHFIELD WATER SUPPLY BOARD
3 SPRAGUEVILLE ROAD
(401) 233-1034
MAILING: 64 FARNUM PIKE
ESMOND, RI 02917

SMITHFIELD WATER SUPPLY BOARD
(Smithfield Town Council)

SMITHFIELD WATER SUPPLY BOARD ADVISORY COMMISSION
(Appointed by the Smithfield Town Council)

TOWN MANAGER

WATER COMMISSIONER
(Public Works Director)
DATE:     August 28, 2019

TO:       Smithfield Town Council

FROM:     Carol Banville – License Coordinator


BACKGROUND:

Ephraim Doumato Jewelers, Inc. d/b/a “Ephraim Doumato Jewelers”, has applied for a new Holiday Sales License for their business located at 425 Putnam Pike.

TOWN REVENUE:

The cost of a new Holiday Sales License is $50.00 per year.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No Record
Copy of Retail Sales Permit

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Holiday Sales License for Ephraim Doumato Jewelers, Inc. d/b/a “Ephraim Doumato Jewelers”, 425 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.
FEE: $50.00

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

Date of Application: 5-14-19

Type of License: HOLIDAY SALES

Name of Applicant: Ephebian Donato Jewelers Inc

Resident Address: 7 Merrill Lane

Operating Under: Cumberland RI

Trade Name of: Ephebian Jewelers

Date of Birth:

Business Address: 125 Potomac Pike

Business Telephone: 230-3782

Check

New (X) Renewal ( ) Transfer ( )

Name of Applicant: Ephebian Donato

Date of Birth: ____________

Business Address: 125 Potomac Pike

Business Telephone: 230-3782

Name of Applicant: Louise Donato

Date of Birth: ____________

Business Address: Cumberland RI

Business Telephone: 640-6401

Name of Applicant: Robert Donato

Date of Birth: ____________

Business Address: Cumberland RI

Business Telephone: 640-6401

Describe operation of business: Retail Jewelers sales

Hours of Operation:

Signature of Applicant: (Signature)

Applies to business establishments only:

In case of emergency/person to contact

Name: Ephebian Donato

Address: 7 Merrill Lane

Phone: 230-3782

Name: Robert Donato

Address: Cumberland RI

Phone: 640-6401

Police Chief: (Signature)

Building Official: (Signature)

RI Dept. of Health: (Signature)

At a meeting of the Smithfield Town Council, held on 9/5/19

( ) Approved ( ) Denied

License #: 118

Date Issued:

the above stated application was:

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

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION
DATE: 5-14-19

1. NAME OF CANDIDATE: (PRINT)
   DaRutto       Ephraim        Pierre
   LAST         FIRST         MIDDLE

2. DATE OF BIRTH
   1-16-1952

3. PLACE OF BIRTH
   425 Putnam Pike
   EPHRAIM DARUTTO JEWELERS, INC.

4. CURRENT ADDRESS
   Retail Jewelry

5. NAME OF BUSINESS
   425 Putnam Pike

6. TYPE OF BUSINESS
   425 Putnam Pike

7. BUSINESS ADDRESS
   425 Putnam Pike

8. IS BUSINESS INCORPORATED
   Y

9. BUSINESS PHONE
   401-230-3782

10. HOME PHONE
    401-230-3782

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

<table>
<thead>
<tr>
<th>From Mo/Yr.</th>
<th>To: Mo/Yr.</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-01-2008</td>
<td>Current</td>
<td>425 Putnam Pike, Greenville</td>
<td></td>
</tr>
<tr>
<td>01-02-1990</td>
<td>11-01-2018</td>
<td>19 Smith Ave, Greenville</td>
<td></td>
</tr>
</tbody>
</table>

12. Have you ever been arrested or detained by any police agency?  
   YES  
   If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

_________________________________________________________

13. List below two (2) character references

   1. F. R. Alan Shaftey  
      NAME:  
      ADDRESS: 79 Hampstead St, Central Falls  
      PHONE: 401-583-8317

   2. F. R. Angelo Carusi  
      NAME:  
      ADDRESS: 927 North St, Johnston  
      PHONE: 401-529-7431

CANDIDATE'S SIGNATURE:  
Witness:  

__________________________  
__________________________
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF TAXATION

RETAIL SALES PERMIT
Valid From: 07/01/2019 to 06/30/2020

LICENSE FEE: $10.00
ID: 2-0323-5711

ISSUED TO:
EPHRAIM DOUMATO JEWELERS INC
425 PUTNAM PIKE
GREENVILLE, RI 02828-2428

DATE ISSUED: 08/13/2019

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

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

NEENA SAVAGE
TAX ADMINISTRATOR
Memorandum

DATE: August 28, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Palmistry/Phrenology License for Michael Evans d/b/a “Psychic Readings”, for the September 3rd Town Council Meeting

BACKGROUND:

Michael Evans d/b/a “Psychic Readings”, has applied for a new Palmistry/Phrenology License for his business located at 496 Putnam Pike.

TOWN REVENUE:

The cost of a new Palmistry/Phrenology License is $100.00 per year.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No Record
Letter of explanation

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Palmistry/Phrenology License for Michael Evans d/b/a “Psychic Readings”, 496 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

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

Date of Application: Aug. 17, 2019
Type of License: Palmistry/Phrenology
Name of Applicant: Michael Evans
Resident Address: 496 Putnam Pike
Operating Under Trade Name of: Psychic Readings

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: I give psychic, palm, & Tarot Card Readings and also counsel clients.

Hours of Operation: Mon-Fri, 10am-6pm, by appt.

Signature of Applicant: __________________________ Title: bus. owner

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

Name: Sean Evans Address: 496 Putnam Pike Phone: 646-260-7365

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 9/15/19 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: Aug. 12, 2019

1. NAME OF CANDIDATE: (PRINT)
   Evans Mike
   LAST FIRST MIDDLE

2. DATE OF BIRTH: 12-19-1965
3. PLACE OF BIRTH: New York, NY
4. CURRENT ADDRESS: 496 Putnam Pike, Smithfield
5. NAME OF BUSINESS: Psychik Readings
6. TYPE OF BUSINESS: Palmist
7. BUSINESS ADDRESS: 496 Putnam Pike, Smithfield
8. IS BUSINESS INCORPORATED: NO
9. BUSINESS PHONE: 401 249-3700
10. HOME PHONE: 401 250-4279

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

<table>
<thead>
<tr>
<th>From Mo./Ye.</th>
<th>To: Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
</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.
   March 1997: New Jersey, family dispute
   no charges filed

13. List below two (2) character references

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandi Trenes</td>
<td>1338 R+364 Bardonia, NY</td>
<td>242-9009</td>
</tr>
<tr>
<td>Sean Evans</td>
<td>496 Putnam Pike</td>
<td>449-260-7365</td>
</tr>
</tbody>
</table>

CANDIDATE’S SIGNATURE: Michael Evans Witness: Brad T
Michael Evans  
# 401-250-4279  
Aug. 23, 2019

To Whom It May Concern:

I, Michael Evans of 496 Putnam Pike, Greenville, Rhode Island, 02828 would like to have my psychic readings office at my home at the above address.

I give psychic, palm, tarot card or crystal energy readings. I also offer chakra balancing, and meditation, and client counseling. All readings are private and confidential.

Office hours:
10 am - 6 pm
Mon thru Friday.

Sincerely,
Michael Evans
DATE: August 28, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for New England Authentic Eats d/b/a “D’Angelo Sandwich Shop”, for the September 3rd Town Council Meeting

BACKGROUND:

New England Authentic Eats, d/b/a “D’Angelo Sandwich Shop”, has applied for a new Victualling License for their business located at 375 Putnam Pike.

TOWN REVENUE:

Fee for Liquor License is $50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Food Business License
Retail Sales Permit

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for New England Authentic Eats, d/b/a “D’Angelo Sandwich Shop”, 375 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

Date of Application: 6/14/19
Type of License: Victualing - ONLY
Name of Applicant: New England Authentic Eats
Corporation Address: 600 Providence Hwy Dedham MA
Trading Name: D'Angelo Sandwich Shop
Business Address: 375 Putnam Pike

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: See Attached List
Address:
Name: Address:
Name: Address:

Describe operation of business: Restaurant
Requested Hours of Operation: Mon-Sun 9a-11p
Signature of Applicant: Pam Stedman
Title: License Coordinator
Applies to business establishments only: 

In case of emergency/person to contact:
Name: M. L. Myers
Address: 42202 S. St. Prov RI 02918
Phone: 401-574-1728
Name: Jim Poirier
Address: 600 Providence Hwy
Debary, FL
Phone: 781-783-1516

For Official Use Only

Police Chief:
Building Official:
RJ Dept. of Health:

At a meeting of the Smithfield Town Council, held on
the above stated application was:
( ) Approved ( ) Denied
License #: Date Issued:

FEE: $50.00

5/2/19

9/3/19
SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 7/23/19

1. NAME OF CANDIDATE: (PRINT)

J. name OF CANDIDATE: 
LAST 
MAIDEN NAME

2. DATE OF BIRTH

5/28/1964

3. PLACE OF BIRTH

PROV. R.I.

4. CURRENT ADDRESS

KILLINGLY ST.
JOHNSTON, RI

5. NAME OF BUSINESS

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

9. BUSINESS PHONE

401-231-2202

10. HOME PHONE

401-688-2136

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

<table>
<thead>
<tr>
<th>From Mo./Yr.</th>
<th>To: Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>APR. 2000</td>
<td>APR. 2013</td>
<td>38 ROCASSET</td>
<td>JOHNSTON, RI</td>
</tr>
<tr>
<td>APR. 2002</td>
<td>CURRENT</td>
<td>55 KILLINGLY ST</td>
<td>JOHNSTON, 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. Dan Dunigan  
NAME  
ADDRESS  
PHONE  

2. Brandon Starks  
NAME  
ADDRESS  
PHONE  

CANDIDATE’S SIGNATURE: John J. Riccit
Witness:
This is to certify that *DANGELO* located at 375 PUTNAM PK, SMITHFIELD RI 02917, 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:* FSV33515  
*License:* Seats - Less than 50 - Full Service Restaurant

*Nicole Alexander-Scott, MD, MPH*  
Director of Health

THIS LICENSE IS NOT TRANSFERABLE.  
This license must be posted where consumers can see it.
PAPA GINOS DANGELO
600 PROVIDENCE HWY
DEDHAM, MA 02026-6804

State of Rhode Island and Providence Plantations
DIVISION OF TAXATION

RETAIL SALES PERMIT
Valid From: 07/01/2019 to 06/30/2020

LICENSE FEE: $10.00
ID: 2-0960-4008

ISSUED TO:
PAPA GINOS DANGELO
375 PUTNAM PIKE
SMITHFIELD, RI 02917-2443

DATE ISSUED: 06/27/2019

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

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

NEENA SAVAGE
TAX ADMINISTRATOR
Memorandum

Town of Smithfield

To: The Honorable Smithfield Town Council
From: Robert Caine, Director of Parks & Recreation
Date: August 19, 2019
Re: Toro Groundsmaster 4000-D Commercial Mower

BACKGROUND:
The Recreation Department was expanded in 2015 to assume responsibility for all athletic fields at the town schools in addition to the existing recreational fields. The existing equipment has been used since. The proposed commercial mower will reduce time it takes to maintain the town athletic fields. Pricing is based on a collaborative pricing agreement through Sourcewell Contract Pricing; formerly National Joint Purchasing Alliance.

FINANCIAL IMPACT:
$68,467.20

ATTACHMENTS:
TPC Quote (Sourcewell Contract Pricing – Member #19435)
Purchase Order

RECOMMENDATION:
It is recommended that the Town Council authorize the purchase of Toro Groundsmaster 4000-D Commercial Mower through Sourcewell Contract Pricing Member #19435 in the amount of $68,467.20.
# QUOTE

**TPC Turf Products**

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

Prepared For: Robert Caine
**Town of Smithfield**
64 Farnum Pike Smithfield, Rhode Island
02917 United States

Ship To: Smithfield 4000 8-8-19
Quote Number: Q24953
Quoted Date: 08/08/2019
Prepared By: Tom Albert
talbert@turfproductscorp.com
860-539-3946

<table>
<thead>
<tr>
<th>Qty</th>
<th>Model #</th>
<th>Description</th>
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<th>Extended</th>
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<tbody>
<tr>
<td>1</td>
<td>30609</td>
<td>Groundsmaster 4000-D (T4)</td>
<td>$66,846.40</td>
<td>$66,846.40</td>
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<tr>
<td>1</td>
<td>30671</td>
<td>Universal Sunshade, Red</td>
<td>$647.20</td>
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<tr>
<td>1</td>
<td>30691</td>
<td>Lights Adapter Kit</td>
<td>$169.60</td>
<td>$169.60</td>
</tr>
<tr>
<td>1</td>
<td>30414</td>
<td>North American Road Light Kit</td>
<td>$804.00</td>
<td>$804.00</td>
</tr>
</tbody>
</table>

**Total Price:** $68,467.20

This quote was prepared using Sourcewell Contract Pricing

Member # 19435

ALL PRICING IS VALID FOR 30 DAYS
MEMO

TO: Smithfield Town Council  
FROM: Judy Paolucci, Ph.D., Superintendent  
DATE: October 9, 2018  
RE: 2018 COPS Grant Approval

The Smithfield School Department is requesting that the Smithfield Town Council consider, discuss, and act upon authorizing an RFQ for architectural design services for the Smithfield High School Library Media Center. The architect will work collaboratively with a team to create a design for the Innovation Center that will meet the program goals and objectives associated with the XQ+RI Grant.

Smithfield High School was awarded a $25,000 XQ+RI planning grant in June. Associated with this planning grant is a redesign of the media center. Grant funds will cover the entire amount of design services. Additionally, XQ+RI will be choosing up to 5 of the 20 planning grant awardees to receive a $500,000 implementation grants to carry through with the project planned.

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

RECOMMENDED MOTION That the Smithfield Town Council hereby authorize a Request for Qualifications for architectural services for the Smithfield High School media center in accordance with the XQ+RI planning grant.
Introduction
The Smithfield School Department is soliciting qualifications for architectural design services for the Smithfield High School Library Media Center. The architect will work collaboratively with a team to create a design for the Innovation Center that will meet the program goals and objectives associated with the XQ+RI Grant.

The contract period will begin approximately September 1, 2019 and will conclude January 31, 2020.
This is a Request for Qualifications, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal and firms will be ranked in order of responsiveness. The top firm will be selected and enter into fee negotiations with the Smithfield School Department. If an agreement cannot be reached between these parties, the Smithfield School Department may elect to enter into negotiations with the next highest ranked firm.

SCOPE OF WORK AND REQUIREMENTS:
- Attend monthly design team meetings and other meetings as needed
- Assist the core project team in grant development
- Prepare a preliminary budget for the project (cost analysis associated with initial design)
- Provide educational design and professional services consistent with RIDE’s standards
- Provide a schematic design for the Library Media Center

QUALIFICATIONS:
- Experience with similar projects involving grant writing
- List the architectural design team responsible for working with the school department on this project
Item Description: ACHESTCETUAL DESIGN SERVICES
Date and Time to be OPENED: Tuesday, September 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 Town Purchasing Agent, 64 Farnum Pike, Smithfield, RI, 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “NOT A BID” written on the envelope or wrapper.

2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.

3. Proposal responses must be in ink or typewritten.

4. 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.

5. One original proposal and three copies shall be submitted.

6. There shall be a non-mandatory Pre-Proposal Meeting to consider and qualify perspective responders on Tuesday, September 17, 2019 at 2:00PM at the Smithfield High School, 90 Pleasant View Ave, Smithfield, RI 02917.
NOTICE TO VENDORS

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.

2. No proposal will be accepted if made in collusion with any other responder.

3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with Rhode Island General Laws, as amended, Sections 7-1.2-1401.

4. The Town of Smithfield reserves the right to reject any and all proposals.

5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.

6. The Town of Smithfield reserves the right to award to one responder, or to split the award.

7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town’s website (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. No services should be delivered or work started without Notice from the Town.
CONSTRUCTION AND SERVICE PROPOSAL TERMS

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

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

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

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

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

3. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.

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

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

6. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker’s Compensation Act Title 28, Section 29, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker’s Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.

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

8. The successful responder shall, prior to commencing performance under the contract, post a **Performance and Payment Bond** with a satisfactory surety company in a sum equal to one hundred per centum (100%) of the amount of the award contract.
INTRODUCTION:

The Smithfield School Department is soliciting qualifications for architectural design services for the Smithfield High School Library Media Center. The architect will work collaboratively with a team to create a design for the Innovation Center that will meet the program goals and objectives associated with the XQ+RI Grant.

XQ+RI Grant link:

The contract period will begin approximately October 10, 2019 and will conclude February 31, 2020.

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

Instructions and Notifications to Offers:

1. 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.

2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFQ are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFQ may be rejected as being non-responsive.

3. All costs associated with developing or submitting a proposal in response to this RFQ or for providing oral or written clarification of its content, shall be borne by the vendor. The Smithfield School Department assumes no responsibility for these costs even if the RFQ is cancelled or continued.

4. Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date, and may not be withdrawn, except with the express written permission of the Smithfield School Department.

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

6. The purchase of goods and/or services under an award made pursuant to this RFQ will be contingent on the availability of appropriated funds.

7. Vendors are advised that all materials submitted to the Smithfield School Department for consideration in response to this RFQ may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq, and may be released for inspection upon request once an award has been made.
8. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).

9. In accordance with RI Gen. Laws § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to RI Gen. Laws §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project, either as the prime vendor or as a subcontractor. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO).

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

SCOPE OF WORK AND REQUIREMENTS:

1. Attend all design team meetings and other meetings associated with this project as needed.
2. Assist the core project team in grant development process.
3. Prepare a preliminary budget for the project (cost analysis associated with initial design).
4. Provide educational design and professional services consistent with RIDE’s standards.
5. Provide a design documents (DD) for the Library Media Center
6. Assist Owner with procurement of furniture, equipment and technology equipment.

QUALIFICATIONS:

1. Experience with similar projects involving grant writing.
2. List the architectural design team responsible for working with the school department on this project.
TECHNICAL PROPOSAL:

Narrative and format: The proposal should address specifically each of the following elements:
1. Staff Qualifications: Provide staff resumes and describe qualifications and experience of key staff who will be involved in this project, including their experience with RIDE projects.

2. Capability, Capacity, and Qualifications of the Offer or: Please provide a firm profile that includes office location, detailing relevant Rhode Island experience and areas of expertise. A list of current client references must be provided, please include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.

3. Work Plan: Please describe in detail, your plan for completing the work. The work plan should clearly identify participation by consultants.

4. Approach/Methodology: Please describe your project approach, highlighting any key differentiators that may set your firm apart.

5. Insurance: List all insurance coverage currently carried by the firm including professional liability and general liability as a minimum.

EVALUATION AND SELECTION:

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

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Qualifications</td>
<td>25 Points</td>
</tr>
<tr>
<td>Capability, Capacity, and Qualifications of the Offer</td>
<td>25 Points</td>
</tr>
<tr>
<td>Work Plan</td>
<td>25 Points</td>
</tr>
<tr>
<td>Approach Proposed</td>
<td>25 Points</td>
</tr>
<tr>
<td><strong>Total Possible Technical Points</strong></td>
<td><strong>100 Points</strong></td>
</tr>
</tbody>
</table>
General Evaluation:
Points shall be assigned based on the vendor’s clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation to clarify statements made in the proposal.

There shall be a non-mandatory Pre-Proposal Meeting to consider and qualify perspective responders on Tuesday, September 17, 2019 at 2:00PM at the Smithfield High School, 90 Pleasant View Ave, Smithfield, RI 02917.

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

2. Responders must guarantee that the services can be provided to the Smithfield School Department within the time specified in the proposal form.

3. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.

4. Inquiries:
   Inquiries concerning clarification on any portion of this RFQ should be made to:
   Carolyn A. Dorazio
   Purchasing Agent
   64 Farnum Pike
   Smithfield, RI 02917
   cdorazio@smithfieldri.com

5. No vendor questions will be accepted after Friday September 20, 2019 @ 4:00pm

FINAL SELECTION:

i. The Smithfield Town Council will select a firm after taking into account the recommendation submitted by the evaluation committee. The Smithfield School Committee will take final action as to whether to go forward with the project. Following the notification of the firm selected, it is expected a contract will be executed by the parties.

ii. A firm’s submission of a proposal indicates acceptance of all the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted.

TIMELINE:
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Request for Qualifications Issued</td>
<td>September 4, 2019 at 4:00 pm</td>
</tr>
<tr>
<td>Pre-Proposal Meeting (Non-mandatory)</td>
<td>September 17, 2019 at 2:00 pm</td>
</tr>
<tr>
<td>Deadline for questions from vendors</td>
<td>September 20, 2019 at 4:00 pm</td>
</tr>
<tr>
<td>Proposal Due Date and Opening</td>
<td>September 24, 2019 at 10:00 am</td>
</tr>
</tbody>
</table>
RFQ Time Line:  ACHECTECTUAL DESIGN SERVICES
Date and Time to be OPENED: Tuesday, September 24, 2019 at 10:00 AM

1.) School Committee RFP Approval: August 19, 2019 Meeting
2.) Town Council RFP Approval: September 3, 2019 Meeting
3.) Advertise: September 4, 2019
4.) RFQ Tour Date: September 17, 2019 @ 2:00 PM
5.) RFP Due Date: September 24, 2019 at 10:00 AM
6.) School Committee RFP Award Bid: October 7, 2019 Meeting
7.) Town Council RFP Award Bid: October 1, 2019 Meeting
8.) Notify Vendor: October 8, 2019
MEMORANDUM

Date: September 3, 2019
To: Honorable Town Council, sitting as the Water Supply Board
From: Gene Allen, Public Works Director/ Water Commissioner

RE: Capital Project Evaluation

The intent of this request is to enter into contract with Pare Corporation to complete an evaluation of capital improvement projects that have been identified previously and also potential capital projects that are being considered to determine feasibility, updated cost analysis and prioritization.

Background:

The Smithfield Water Supply Board, through its Advisory Commission, has recently developed a complete listing of all its distribution pipes. This listing includes the pipe material, year of installation, pipe diameter, installation conditions and flow characteristics. This information was then used to prioritize the replacement schedule of these pipes as they approach the end of their service life. A GIS layer was developed and the distribution systems hydraulic model was updated with this newly compiled information.

The next step in the planning process is evaluating the previously identified capital improvement projects, along with potentially new projects, that would benefit the system. These new projects include looping water mains to improve water quality and reliability in smaller geographic areas, along with water interconnections with neighboring water systems that would provide a reliable backup should one of our main trunk lines fail. Providence Water Supply, Greenville Water District and Lincoln Water District are the neighboring systems.

This evaluation will look at each project through the hydraulic model and assess the impact on fire flow, pressure, ability of the system to maintain tank levels during peak days, and water supply. The evaluation will also assess the available water that can be supplied to the Economic Development Zone under each scenario.

Lastly each scenario will reassess the pipe ranking system and reprioritize the replacement schedule accordingly.
Financial Impact:

The funding for this engineering contract is contained within the Water Supply Boards annual operating budget and capital improvement programs.

Recommendation:

That the Smithfield Town Council, sitting as the Water Supply Board, authorizes the Public Works Director/Water Commissioner to enter into a contract with Pare Corporation for the Capital Project Evaluation Study. The contract award, through the State of Rhode Island Master Price Agreement #3500118 – CR-45 Architectural and Engineering Services, in the amount not to exceed $11,600.00.

Moved: That the Smithfield Town Council, sitting as the Water Supply Board, authorizes the Public Works Director/Water Commissioner to enter into a contract with Pare Corporation for the Capital Project Evaluation Study. The contract award, through the State of Rhode Island Master Price Agreement #3500118 – CR-45 Architectural and Engineering Services, in the amount not to exceed $11,600.00.
August 19, 2019

Mr. Gene Allen, Director
Department of Public Works
Town of Smithfield
3 Spragueville Road
Smithfield, RI 02917

Re: Contract Addendum No.1 – Capital Project Evaluation
Smithfield Water Supply Board
Smithfield, Rhode Island
(Pare Project No.: 03066.56)

Dear Mr. Allen:

Pare Corporation (Pare) is pleased to submit this Contract Addendum for your project. Outlined herein is our proposed Scope of Services and the method and basis of compensation for our services. The terms and conditions of the engagement shall be in accordance with the State of Rhode Island’s Master Price Agreement CR-45 (formerly MPA 494).

PROJECT DESCRIPTION

Now that the SWSB has an updated pipe ranking database, the SWSB would like to evaluate various potential capital projects and the impact those projects might have on the critical nature of certain pipes and their long-term replacement schedules. The nature of those projects includes new pipe looping and new interconnections with neighboring systems. Pare will evaluate the technical feasibility of each capital project utilizing SWSB’s recently updated hydraulic model and then add the model output into SWSB’s pipe ranking database to assess how that project might affect the overall pipe ranking in the system.

SCOPE OF SERVICES

Basic Services

The specific tasks involved with the project include the following:

Task 1: Hydraulic Model Evaluation

Pare will perform a hydraulic model evaluation of each of the following capital projects. For each model run, Pare will input the capital project into SWSB’s hydraulic model and then assess the impact that project would have on pressure and available fire flow in the SWSB system. Pare will also assess what, if any, impact each project would have on the available supply in the system – supply that can be allocated toward future developments, specifically developments around the Rt.7/116 corridor.
Prior to running the model, Pare will meet with SWSB staff to review the capital projects and develop a preliminary layout that can later be added to the model. It is assumed that a separate meeting between SWSB, Pare, and the Greenville Water District would also be held, to layout potential interconnections or new wholesale agreements (which are two of the projects listed below).

The projects shall include:

- A permanent supply from the Greenville Water District (GWD) to SWSB’s Burlingame Road (Log Road) service area.
- A new interconnection with the GWD on Farnum Pike.
- Two separate pipe additions on Stillwater Road.
- A new pipe on Harris Road.
- Replacement of the existing 12-inch cast iron pipe on Smithfield Road with a new 16-inch ductile iron pipe between the Longview Reservoir Pump Station and Jefferson Street. This will also include an alternate where the existing 12-inch pipe is replaced up to Noto Drive, and the existing 8-inch PVC pipe on Noto Drive is connected to the 12-inch pipe on Douglas Pike.

Task 2: Update Pipe Ranking Database

For each capital project, Pare will take the model output and add it to SWSB’s pipe ranking database. The database will be updated, and a new color-coded system map will be prepared that clearly displays the new pipe ranking, which can be compared to the color-coded map of the existing system.

Task 3: Technical Memorandum Preparation

Pare will prepare a technical memorandum that describes the project methodology and the results of the hydraulic model evaluation. The technical memorandum will provide a copy of the updated color-coded system map for each capital project. Pare will also provide a preliminary opinion of probable construction costs for each project. Upon submission of the technical memorandum to the SWSB, Pare will be available to meet with SWSB staff or the SWSB Advisory Board to discuss the results of the evaluation.

PERIOD OF SERVICE

The time period to complete the scope of services as described shall be approximately 60 days from receipt of a written authorization to proceed. Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.
BASIS OF COMPENSATION

The Smithfield Water Supply Board shall pay Pare Corporation for Basic Services rendered as described above, a Not-to-Exceed Fee of **Eleven Thousand Six Hundred Dollars ($11,600.00)**. A breakdown of Pare’s fee is provided below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tr>
<td>Task 1 – Hydraulic Model Evaluation</td>
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<tr>
<td>Task 2 – Update Pipe Ranking Database</td>
<td>$ 2,500.00</td>
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<td>Task 3 – Technical Memorandum Preparation</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$11,600.00</strong></td>
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ADDITIONAL SERVICES

Services required by the SWSB, which are not part of the Scope of Services as described above, shall be considered Additional Services. Additional Services shall be furnished by Pare or obtained from others by Pare if requested in writing by the SWSB. The SWSB shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Pare.

Oral directives by the SWSB authorizing Additional Services will be confirmed in writing by Pare. The SWSB shall pay Pare for orally directed Additional Services furnished by Pare in accordance with rates and charges agreed to in writing subsequent to completion of authorized Additional Services.

Pare Corporation reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a sixty (60) day period.

This represents our best judgement at this time as to the effort required to achieve the stated objectives. It should be recognized that should the Scope of Services or corresponding level of effort upon which this Contract Addendum is based change, an increase or decrease in charges may result. You will be notified of any change regarding an increase in charges, and we will not exceed the recommended budget without your approval, nor will we be required to work beyond the approved budget.
Mr. Gene Allen  
Smithfield Water Supply Board

August 19, 2019

ACCEPTANCE

This Contract Addendum may be accepted by signing in the appropriate spaces below and returning one copy to us. Your signing of this letter constitutes your acceptance of all the paragraphs included within the Statement of Terms and Conditions of CR-45.

If you have any questions, please contact us at your convenience.

Sincerely,

Timothy P. Thies, P.E.  
Senior Vice President

TPT/dp

This Contract Addendum is hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the Smithfield Water Supply Board.

SMITHFIELD WATER SUPPLY BOARD

By____________________________________  Title________________________________

Typed Name ___________________________  Date______________________________

Z:\JOBS\03 Jobs\03066.56 SWSB - Hyd Model and Pipe Rank - RF\ADMIN\Contract Addendum.doc
MEMORANDUM

Date:  September 3, 2019
To:     Honorable Town Council, sitting as the Water Supply Board
From:   Gene Allen, Public Works Director/Water Commissioner

RE:     Clean Water Infrastructure Replacement Plan (CWIRP)

The intent of this request is to enter into contract with Pare Corporation to complete the
Clean Water Infrastructure Replacement Plan as required by the RI Board of Health.

Background:

The plan was last completed in 2011 and is required to be updated every five years by the
RI Board of Health. The plan will conduct a review of the SWSB water system, identifying
the principal water system components, establishing those components remaining useful
life and the system’s ability to meet current and future known requirements of the Safe
Drinking Water Act.

The Plan also looks at the replacement cost evaluation on a 20 year planning horizon and
the financial impact on the Infrastructure Replacement Fund.

Finally a report will be generated summarizing the findings and will be submitted to the RI
Board of Health for their records.

Financial Impact:

The funding for this engineering contract is contained within the Water Supply Boards
annual operating budget and capital improvement programs.

Recommendation:

That the Smithfield Town Council, sitting as the Water Supply Board, authorizes the Public
Works Director/Water Commissioner to enter into contract with Pare Corporation for the
development of the Clean Water Infrastructure Replacement Plan as required by the RI
Board of Health. The contract award, through the State of Rhode Island Master Price
Agreement #3500118 – CR-45 Architectural and Engineering Services, is in the amount not
to exceed $15,000.00.
Moved: That the Smithfield Town Council, sitting as the Water Supply Board, authorizes the Public Works Director/Water Commissioner to enter into contract with Pare Corporation for the development of the Clean Water Infrastructure Replacement Plan as required by the RI Board of Health. The contract award, through the State of Rhode Island Master Price Agreement #3500118 – CR-45 Architectural and Engineering Services, is in the amount not to exceed $15,000.00.
August 22, 2019

Mr. Gene Allen, Director
Department of Public Works
Town of Smithfield
3 Spragueville Road
Smithfield, RI 02917

Re: Clean Water Infrastructure Replacement Plan (CWIRP)
Smithfield Water Supply Board
(Pare Proposal No.: EP424.19)

Dear Mr. Allen:

Pare Corporation (Pare) is pleased to have the opportunity to submit this Proposal and Agreement for Professional Services for your project.Outlined herein is the description of your project, our Scope of Services, and the method and basis of compensation for our services. The terms and conditions of the engagement shall be in accordance with the State of Rhode Island’s Master Price Agreement CR-45 (formerly MPA 494).

PROJECT DESCRIPTION

This project shall consist of the development of the CWIRP for the Smithfield Water Supply Board (SWSB) in accordance with Rhode Island Department of Health (HEALTH), Division of Water Quality, Rules and Regulations for Clean Water Infrastructure Plans (216-RICR-50-05-7), as amended (Regulations). Pare will develop this CWIRP in accordance with the specific items detailed in Section 7.6 – Content of Plans of these Regulations. The final CWIRP will be suitable for use by the Town to establish a funding mechanism to meet the financial requirements of the Regulations as detailed in Section 7.8 – Financing Infrastructure Improvements.

SCOPE OF SERVICES

This section provides a detailed description of the services that we propose for the completion of this project (Basic Services) and services to be provided by others under contract to us (Outside Services).

Basic Services

The following tasks are necessary for the development of the CWIRP for the SWSB and will be considered our Scope of Services for the project.
Task 1 – Kickoff Meeting and Data Review: Pare will attend a kickoff meeting with appropriate SWSB personnel. In attendance will be the Manager of Pare’s Environmental Division and Pare’s Project Manager. The intent of this meeting will be to discuss the project scope and schedule and for Pare to obtain existing information requested in advance from the SWSB that will aid in the development of the CWIRP. The type of information that Pare anticipates requesting from the SWSB includes inspection reports (e.g., tank inspections), HEALTH Sanitary Surveys, and other readily available resources that can provide some insight into the condition of existing water system components and facilities. It is anticipated that facility site visits will be scheduled during the kickoff meeting, which will be performed at a future date following Pare’s review of the information provided by SWSB. Please note that Pare has a substantial amount of information from the Town based on many of the past projects that we have done – this meeting will serve to identify and obtain that information which Pare might not have at this time.

Task 2 – Identify Principal Water System Components: Principal water system components will be identified for further evaluation based on our current understanding of the system and information provided by the SWSB. This will include individual components such as water storage tanks, pump station, pressure reducing valves, and those components which the Regulations allow to be grouped into common categories for evaluation (i.e., hydrants, mains, valves, meters, etc.).

Task 3 – Component Remaining Useful Life Evaluation: The main goal of the CWIRP is to determine the remaining useful life of each major component within a water system so that a prediction can be made as to when replacement or rehabilitation is warranted. Through this effort, the identified principal water components within the Town’s water system will be evaluated as to their age, general condition, and remaining useful life, allowing the development of a schedule for system component replacement and/or rehabilitation. It is anticipated that water system operations staff will provide information concerning the age (i.e., installation/replacement date) of major system components. The general condition will be established utilizing best available information for each component. Where possible, Pare will perform physical inspection (with assistance of Town facility personnel) to catalog visually identifiable physical defects. It should be noted that this type of inspection will generally be limited to components which can be easily viewed, such as mechanical equipment (i.e., pumps) and building structures.

For components that cannot be readily inspected (i.e., buried pipelines, tank interiors, etc.), Pare will rely upon historical documents such as repair histories, past inspection reports, and interviews with water system operations staff to determine the general condition of these types of system components. In the case of pipelines, Pare will utilize its professional opinion based on the recently complete pipe ranking system, to estimate remaining useful life of each pipe segment.

Once the general condition of each component (or group of components) is identified, Pare will develop an estimate of remaining useful life. This estimate will be based on Pare’s experience with water supply systems throughout New England, especially those systems of similar size and water quality to the Town’s water system. The goal of this task will be to develop realistic useful remaining life estimates for the evaluated components. This information will then be used to develop a plan for infrastructure replacement. The basis for the replacement/rehabilitation schedule will be a 20-year planning horizon, per HEALTH Regulations. This schedule will be evaluated and prioritized over a 5-year and 20-year planning horizon.
**Task 4 – Safe Drinking Water Act:** Pare will assess the ability of the Town’s water system to meet current and future known requirements of the Safe Drinking Water Act. While no treatment is currently employed within the system, potential future treatment requirements will be analyzed as appropriate, and to the extent possible, to evaluate compliance with the requirements of the Safe Drinking Water Act.

**Task 5 – Component Replacement Cost Evaluation:** For each component deemed in need of replacement or rehabilitation within the 20-year planning horizon, Pare will develop an opinion of budgetary cost. These costs will be developed using normal opinion of construction cost techniques and will be presented in present-day construction dollars. These costs will be developed in a format suitable to allow the Town to establish an Infrastructure Replacement Fund (IRF) in accordance with HEALTH Regulations.

**Task 6 – Financial Analysis:** Pare will prepare a financial forecast based on the recommended infrastructure replacement program over the 20-year period. As outlined in the Regulations, the Town shall establish a separate special account designated as the Infrastructure Replacement Fund (Fund) to implement the replacement or rehabilitation of infrastructure in accordance with the approved plan. The cost of the Fund shall be born by the users of the water system at a rate directly proportional to the users’ consumption of water. Pare will develop an opinion as to the cost of the fund (in terms of dollars per water consumed) to have a Fund sufficient for both the 5-year and 20-year planning horizons. The opinions of probable costs are for the use of the Town in managing the Fund and future improvements. If required, Pare is also available to perform additional services for a more detailed financial analysis, inclusive of reviewing existing financial and accounting systems and developing long term debt borrowing practices.

**Task 7 – Clean Water Infrastructure Replacement Plan:** Upon completion of the data collection, compilation, and evaluation effort described in Tasks 1-6, Pare shall develop a CWIRP for the Town’s water system. This CWIRP shall incorporate the findings, conclusions, and estimates of expected remaining useful life of system components and replacement/refurbishment costs developed in the evaluation effort and will be in a format suitable to comply with Section 7.6 – Contents of Plans of the Regulations. One (1) draft copies of the CWIRP shall be submitted for the Town’s review. Upon incorporation of substantial comments by the Town, eight (8) copies of the final draft plan shall be provided to the Town for its use and for submission to the HEALTH. Based on our experience with the preparation of CWIRP for other water systems, HEALTH has not issued review comments or letters of concurrence following submission of plans in recent years. As such, Pare has not included services associated with revising the CWIRP and resubmitting to HEALTH. If required, Pare can perform this work as an Additional Service at the Town’s request.

**Task 8 – Meetings/Reporting:** Pare will attend a meeting with appropriate Town personnel to present the findings of the CWIRP and discuss review comments they have to the draft plan, prior to finalization and submission to HEALTH.

The Town will be advised of project progress and will be consulted on all major assumptions/decisions in regard to preparation of the CWIRP. A written monthly progress report shall be submitted to the Town.
Outside Services

No Outside Services are included in the Scope of Services for this project.

SERVICE PROVIDED BY THE SMITHFIELD WATER SUPPLY BOARD

The Town shall compile and provide the information requested by Pare and shall provide personnel to accompany Pare during facility inspections.

PERIOD OF SERVICE

Pare will coordinate with the Town to schedule the project kickoff meeting within 10 business days of receipt of a Notice to Proceed from the Town. Prior to this, Pare will provide a list of information requested of the Town, to be compiled and provided to Pare at the kickoff meeting.

Pare will complete its review of the information provided by the Town within five business days of receiving it and will schedule the facility site visits to coincide with our completing this review. It is anticipated that the facility site visits will be performed five to ten business days following the kickoff meeting.

Pare will prepare a draft CWIRP within 45 business days of the facility site visits. The draft CWIRP will be provided to the Town for review and comment. A meeting will be scheduled with the Town to discuss their review comments and Pare will finalize the draft plan based on comments received.

The schedule laid out above should allow for the submission of the CWIRP to the HEALTH by December 31, 2019, assuming the Town issues a Notice to Proceed by September 18, 2019 and they complete their review of the draft CWIRP within 10 business days of receiving it from Pare.

Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.

Basis of Compensation and Method of Payment

The Smithfield Water Supply Board shall pay Pare Corporation for Basic Services rendered as described above, a Not-to-Exceed Fee of Fifteen Thousand Dollars ($15,000.00). This fee includes reimbursable expenses projected to be incurred for this project, including mileage and reproduction.

Additional Services

Services required by the SWSB, which are not part of the Scope of Services as described above, shall be considered Additional Services. Additional Services shall be furnished by Pare or obtained from others by Pare if requested in writing by the SWSB. The SWSB shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Pare.
Oral directives by the SWSB authorizing Additional Services will be confirmed in writing by Pare. The SWSB shall pay Pare for orally directed Additional Services furnished by Pare in accordance with rates and charges agreed to in writing subsequent to completion of authorized Additional Services.

Pare Corporation reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a sixty (60) day period.

This represents our best judgement at this time as to the effort required to achieve the stated objectives. It should be recognized that should the Scope of Services or corresponding level of effort upon which this Proposal is based change, an increase or decrease in charges may result. You will be notified of any change regarding an increase in charges, and we will not exceed the recommended budget without your approval, nor will we be required to work beyond the approved budget.

ACCEPTANCE

This Proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. Your signing of this letter constitutes your acceptance of all the paragraphs included within the Statement of Terms and Conditions of CR-45.

Thank you for the opportunity to submit this Proposal. If you have any questions, please contact us at your convenience.

Sincerely,

Timothy P. Thies, P.E.
Senior Vice President
TPT/dp

This Proposal for Services and Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the Smithfield Water Supply Board.

SMITHFIELD WATER SUPPLY BOARD

By ___________________________ Title ___________________________

Typed Name ___________________________ Date ___________________________
MEMORANDUM

Date: September 3, 2019
To: Honorable Town Council
From: Gene Allen, Public Works Director

RE: Vehicle Purchase – Greater Boston Police Council – One new F-350 4x4 Service Truck

Background:

The intent of these funds is to modernize the Department of Public Works fleet. The new truck will be set up as a service truck for vehicle maintenance with a service body to carry tools, a lift gate and plow frame.

The vehicle that will be replaced with this purchase is Truck 11, a 1996 F-250 with 171,617 miles.

Financial Impact:

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

Recommendation:

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 MHQ, of 401 Elm Street, Marlborough, MA 01752 for the purchase of one (1) new Ford F-350 for $49,998.90.

Moved: 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 MHQ, of 401 Elm Street, Marlborough, MA 01752 for the purchase of one (1) new Ford F-350 for $49,998.90.
### CUSTOMER

Contact Name: Gene Allen  
Company/Dept: Smithfield RI DPW  
Street Address: 3 Spragueville Rd  
City, State, Zip: Smithfield RI  
Phone: 401-233-1035 X 102  
E-Mail: gallen@smithfieldri.com

### CONTRACT

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<th>CONTRACT LINE REFERENCE</th>
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<th>QTY.</th>
<th>EXTENDED PRICE</th>
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<td>4X4 Incl.</td>
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<td>6.2L V-8 gasoline engine Incl.</td>
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<td>6 Speed automatic transmission Incl.</td>
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<td>Air conditioning Incl.</td>
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<td>AM/FM Stereo with clock Incl.</td>
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<td>Receiver Hitch Incl.</td>
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<td>40/20/40 Vinyl Split Bench seat Incl.</td>
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**TAX:**

**TOTAL:** $49,998.90
*This quote is valid for 60 days from the date of quote. Any purchase orders or approved quotes received outside of the 60 day quote period will be subject to price adjustments. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L c. 30B applies to the procurement of all commodities quoted. Contract items have been collectively purchased pursuant to M.G.L c 30B sec 1c and M.G.L c.7 sec 22B. The government body is responsible to determine the applicability of M.G.L. c30B to off contract items, but not limited to, off contract items that have already been properly procured under M.G.L. c30B sec 1c and M.G.L. c7 sec 22A (purchases from a vendor on contract with the Commonwealth), other contracts procured under M.G.L. c30B sec 1c and M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer’s order shall be inapplicable in regard to any purchase by Buyer from MHQ.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

[Signature]

PRINT NAME

[Signature]

TITLE

[Signature]

SIGNATURE

Quote provided by Jay Matisko, Account Manager at MHQ
(508) 573-2622 or jmatisko@mhq.com
DATE: September 3, 2019
TO: Town Manager Randy R. Rossi
FROM: Gene Allen, Director of Public Works
SUBJECT: Resolution for the Purchase of one (1) New Ford F-350 Service Truck

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Department of Public Works will be requesting the Council, at the September 3, 2019, Town Council Meeting, to pass a resolution authorizing the financing of one (1) New Ford F-350 Service Truck.

The first of three lease payment was budgeted as part of the FY 19/20 budget.

A draft of the resolution is attached to this memo.

MOTION:

That the Smithfield Town Council authorizes the attached resolution as submitted.
RESOLUTION

AUTHORIZING THE FINANCING OF ONE (1) NEW FORD F-350 SERVICE TRUCK, THROUGH THE TOWN OF SMITHFIELD’S CAPITAL LEASE FUND, RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Town Council authorized the purchase of one (1) New Ford F-350 Service Truck which will be financed through the Town of Smithfield Capital Lease Fund; and

WHEREAS, the one (1) New Ford F-350 Service Truck is essential for the Town to perform its governmental functions; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the one (1) New Ford F-350 Service Truck; and

WHEREFORE, IT IS RESOLVED that:

SECTION 1. The Town Council hereby authorizes the Finance Director and the Town Manager acting on behalf of the Town, to purchase one (1) New Ford F-350 Service Truck by a lease/purchase agreement (Lease) and to finance the same through the Capital Lease Fund, subject to annual appropriation therefor by the Town.

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

SECTION 3. The Finance Director and the Town Manager are hereby authorized to enter into the Lease and said officers are hereby authorized and instructed to take all actions, and to execute and deliver the Lease and any related agreements, certificates and other documents in such form, as approved by the Town Solicitor, as they may deem necessary or desirable to implement the Lease purchase financing of the one (1) New Ford F-350 Service Truck.

SECTION 4. That this Resolution is an affirmative action of the Town Council of the Town toward the execution and delivery of the financing documents in accordance with the purposes of the laws of the State of Rhode Island. This Resolution constitutes the Town's declaration of official intent, pursuant to Treasury Regulation 1.150-2, to reimburse the Town for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease. Such amounts to be reimbursed shall not exceed $49,998.90 and shall be reimbursed not later than thirty-six (36) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than four (4) years after the date the expenditure is paid.

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

____________________________
Suzanna L. Alba, President
Smithfield Town Council

ATTEST:

___________________________
Carol A. Aquilante, CMC
Town Clerk
MEMORANDUM
Date: September 3, 2019
To: Honorable Town Council
From: Gene Allen, Public Works Director

RE: Request to Advertise for Qualifications - Design Services - DPW Facility

BACKGROUND:
The Smithfield Department of Public Works Maintenance Facility was built in 1955 as Masonry, Steel and Wood Structure located at 3 Spragueville Road in Smithfield, RI. The Exterior walls are primarily Masonry Bearing Wall Construction, while the roof structure is a Steel Beam superstructure, with wood joist and wood deck infill. The existing space is comprised of office space and nine (9) vehicle maintenance bays.

In March of 2019, the Department of Public Works contracted with Aharonian and Associates, Inc. of Smithfield RI, to complete an assessment and Feasibility Study of the existing main garage at 3 Spragueville Road. The intent of this Feasibility Study, was to evaluate the condition of the existing building and determine whether the existing structure can be utilized to provide the Town of Smithfield a safe and cohesive space for staff, administration and the public.

There were a number of design and operational deficiencies identified during the study. The existing facility has inadequate ventilation, causing fumes and odors from the Maintenance Bays to permeate throughout the building during the day. It was noted that this condition worsens over the course of the work day. The building currently does not meet ADA requirements. The maintenance staff does not have access to any vehicle lifts, making routine maintenance more time consuming and dangerous. The existing concrete floor in the work bays are starting to spall and erode from years of exposure to the salt and sand coming off the vehicles. There is no clear separation between public access and operational space, allowing for potentially dangerous encounters between the visiting public and department vehicles and heavy machinery.

Finally, the Feasibility Study’s goal was to provide a preliminary design for future DPW operations. These operations will include maintenance of the DPW vehicles and machinery, other town vehicles as determined, adding men's and women's restrooms / locker rooms and redesigning a new administration area which will safely be accessed by the public.
The Feasibility Study demonstrated that the current building, with reasonable renovations, can accommodate the needs of the community in the future.

The Request for Qualifications before you this evening will provide the architectural design services to begin these needed renovations.

FINANCIAL IMPACT:
Funding for the first phase of the renovation design exists in the department’s capital account.

RECOMMENDATION: That the Smithfield Town Council authorizes the Public Works Director to advertise a Request for Qualifications for design services for the Department of Public Works building renovations project.

MOVED: That the Smithfield Town Council authorizes the Public Works Director to advertise a Request for Qualifications for design services for the Department of Public Works building renovations project
Terms and Requirements for Request for Qualifications

Item Description: DESIGN SERVICES – SMITHFIELD DEPARTMENT OF PUBLIC WORKS
Date and Time to be OPENED: _____________, ___________, 2019

Qualification Statements 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 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 or work. The Qualification Statement envelope and any information relative to the Qualification Statement must be addressed to 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. Each Proposer is required to state in their Qualification Statement their full name and place of residence; 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.
NOTICE TO QUALIFIED VENDORS

1. The Town of Smithfield, Rhode Island (hereinafter referred to as the “Town”) reserves the right to waive any and all informalities and to award the contract on the basis of the most qualified proposal in the best interest of the Town.

2. No Qualification Statement will be accepted if made in collusion with any other responder.

3. A Proposer 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.

4. The Town of Smithfield reserves the right to reject any and all Qualification Statements.

5. The Town of Smithfield reserves the right to award to one Proposer or to split the award.

6. All Qualification Statements will be disclosed at the formal opening.

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

9. Delivery dates must be shown on your Qualification Statement. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.

10. Qualification Statements may be submitted on an “equal” in quality basis. The Town reserves the right to decide equality. Proposers must indicate brand or make offered and submit detailed specifications, if other than the brand requested.

11. 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).

12. No goods may be delivered or work started without Notice from the Town.
PROFESSIONAL SERVICE QUALIFICATION STATEMENT 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 Qualification Statement opening.

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. The successful Proposer 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 Proposer is exempt from compliance under the Worker’s Compensation Act, an officer of the successful Proposer shall so state by way of sworn Affidavit, which shall accompany the signed contract.

5. The successful Proposer 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 Proposer 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.

SECTION 1. INTRODUCTION

The Town of Smithfield is soliciting qualifications from qualified firms to provide professional design services for the Smithfield Department of Public Works building renovation projects.

The contract period will begin approximately November 1, 2019.

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.

Instructions and Notifications to Offerors

1. 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.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFQ are solicited. However, submissions which depart from or materially alter the terms, requirements or scope of work defined by this RFQ, may be rejected as being non-responsive.

3. All costs associated with developing or submitting in response to this RFQ or for providing oral or written clarification of its content, shall be borne by the vendor. The Town of Smithfield assumes no responsibility for these costs, even if the RFQ is cancelled or continued.

4. Submissions are considered to be irrevocable for a period of not less than 90 days following the opening date and may not be withdrawn, except with the express written permission of the Town of Smithfield.

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

6. 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 R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection, upon request, once an award has been made.

7. In accordance with R. I. Gen. Laws § 7-1.2-1401, no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority to do so from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).

8. In accordance with R I Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1- 2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including but not limited to, the procurement of goods, services, construction projects or contracts funded in whole or in part with state funds or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO).

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

SECTION 2. BACKGROUND

The Town of Smithfield Department of Public Works is looking to design additions and renovations to the existing Public Works Department garage located at 3 Spragueville Road in Smithfield Rhode Island.
Background of the Project

The Smithfield Department of Public Works Maintenance Facility was built in 1955 as Masonry, Steel and Wood Structure located at 3 Spragueville Road in Smithfield, RI. The Exterior walls are primarily Masonry Bearing Wall Construction, while the roof structure is a Steel Beam superstructure, with wood joist and wood deck infill. The existing space is comprised of office space and nine (9) vehicle maintenance bays.

In March of 2019 the Department of Public Works contracted with Aharonian and Associates, Inc. of Smithfield RI, to complete an assessment and Feasibility Study of the existing main garage at 3 Spragueville Road. The intent of this feasibility study was to evaluate the condition of the existing building and determine whether the existing structure can be utilized to provide the Town of Smithfield with a safe and cohesive space for staff, administration and the public. The goal is to make a safe working environment for the staff and visiting public, utilizing facilities such as recycling and administrative inquiries, while separating the Public Works daily operations and maintenance activities, providing a safer work site.

There were a number of design and operational deficiencies identified during the study. The existing facility has inadequate ventilation, causing fumes and odors from the vehicle maintenance bays to permeate throughout the building during the day. It was noted that this condition worsens over the course of the work day. The building currently does not meet ADA requirements. The maintenance staff does not have access to any vehicle lifts, making routine maintenance more time consuming and dangerous. The existing concrete floor in the work bays are starting to spall and erode from years of exposure to the salt and sand coming off the vehicles. There exists no clear separation between public access and operations space, allowing for potentially dangerous encounters between the visiting public and department vehicles and heavy machinery.

Finally, the Feasibility Study’s goal was to provide a preliminary design for future DPW operations. These operations will include maintenance of the DPW equipment and machinery, and potentially other town vehicles, adding men's and women's restrooms / locker rooms and redesigning a new administration area which will safely be accessed by the public. The modifications and additions will need to provide applicable ADA and building code requirements.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

Comprehensive Design Services

The Owner intends to commission one firm to provide all design services necessary. This firm will have the responsibility to provide these comprehensive design services through the firm's own capabilities and sub-consultants as necessary. It should be noted that this project will not only require the disciplines traditionally included in architectural contracts, i.e. architectural, structural, mechanical and electrical, but also those associated with design of the site and building specialties of this project. Personnel with appropriate expertise will be required, including a civil engineer. Other areas of expertise, such as a planner, cost estimator, code research, lighting design, acoustical analysis, security and interior design, as needed for the complete design of the project, may also be required. This expertise must be provided by in-house personnel or through engaging sub-consultants, as part of basic design services.
Bidding and Construction Contracting Process

The Owner is currently evaluating options for construction procurement. It is possible that a General Contractor or Construction Manager may be utilized to complete the projects.

Scope of Work: Respondents should expect the scope to consist of architectural and engineering services, including but not limited to the following:

A. Programming and Schematic Design Phase:
   • Meeting and collaborating with the Public Works Department staff and Town personnel to review the goals and requirements of the project.
   • Work with the Public Works Department to develop designs to meet the department’s operational requirements, site utilization, planning and zoning requirements, site and surrounding neighborhood context and restraints, utilities, environmental impacts, functional and budgetary needs and fully comply with all applicable building codes, laws, statutes, regulations, ordinances and governmental requirements, while maximizing efficiency. Staying within budget is mandatory.
   • Preparation of multiple Conceptual Design options, including preliminary programming, floor plans, elevations, site plans and potential three dimensional (3D) studies, if required. The initial designs from the Feasibility Study (attached as a component of this RFQ), shall serve as a starting point for schematic designs, as well as the design and construction phasing.
   • Prepare Schematic Designs to define and address all the requirements determined from the conceptual designs and as required, to communicate the scope and intent of the work. Prepare Schematic Design cost estimates.

B. Design Development Phase:
   • Upon selection of the building design, prepare Design Development plans and prepare specifications to further define the details of the project and as required, update the cost estimates.

C. Construction Documents Phase:
   • Prepare Construction Documents, including details, plans and final specifications for all trades for all materials, equipment, labor and other requirements, as well as bidding documents, that clearly define the character, quality and quantity of work to be constructed for all disciplines, including updating of the cost estimates. A professional architect and/or engineer, who is licensed in the State of Rhode Island, shall oversee the drafting and preparation of all construction documents. The design team will be responsible for all printed sets of construction documents for the design, local and state reviews (if required), bid phase and construction phase. Include and adhere to all requirements of other state agencies, as applicable (flood management, hazardous materials testing and remediation, etc.)
   • Coordinates compilation of the bid spec manual, integrating Town of Smithfield forms, standards and general and special conditions into the manual.

D. Bid Phase:
   • Provide bidding assistance to the owner, including but not limited to: Attend/participate in all pre-bid meetings and conferences; responding to requests for information and requests for clarification concerning the plans and specifications; assisting in pre-bid site inspections; issuing addenda; assisting the Town’s Purchasing Agent in bid opening and tabulations of bid results; performing scope reviews with the apparent low bidder(s); make recommendations to the Town of Smithfield and the Smithfield
TOWN OF SMITHFIELD
Department of Public Works Building Renovations

Department of Public Works, regarding award/rejection of bid(s).

E. Construction Administration:
• Provide Construction Administration services as customarily expected and provided for public building projects of this scope in Rhode Island for the entire duration of construction, including but not limited to, review of shop drawings and submittals, material samples, reviewing and opining as to requests for substitution, answering RFFs, review of contractor applications for payment, review of proposed change orders, field observation meetings, overseeing the work and preparation of punch lists. The design team shall also document as-built information provided by the trade contractors, providing the Town with as-built drawings.

F. Other General Requirements:
• Provide project closeout services, in accordance with the standard practices of the construction industry on public works projects.
• Attendance at meetings as required by the Town and/or Department of Public Works, including meetings with any agencies having jurisdiction over the project, meetings with the end user, public information meetings that are required to obtain all Town and State approvals and meetings to discuss the status of design and construction.

G. Project Phasing:
• It is anticipated that this project will be completed in three (3) phases over multiple years depending on funding availability. The proponents shall submit their bids by phase.

Phase 1:
• Extend the length of the existing end bay and add an addition of new wider oversized bay, to provide additional space for parking and vehicle maintenance. Each of the last 2 bays will incorporate drive thru access.
• Provide infrastructure for mobile truck lifts to the new and renovated truck bays.
• Install new fixed elevated catwalk and ships ladder, to improve worker safety while washing trucks. This will be located on the exterior of the building along the new truck bay addition.
• Patch and repair existing damaged and spalling floor slab in all maintenance bays.
• Modify or replace existing ventilation system in the vehicle bays.
• Modify or replace existing fire alarm to be code compliant

Phase 2:
• Re-configuring the existing staff work space area into a new kitchen, training room, restrooms and locker rooms.
• Existing HVAC System to be evaluated and reconfigured or replaced, to accommodate new program.

Phase 3:
• Construct new addition to the rear of the building. This space will provide a new public entry, as well as administrative staff work spaces, offices and a conference room. This addition will also
minimize the amount of pedestrian and large truck vehicular traffic crossing on the site. The relocation of the employee work space and integration of new HVAC and ventilation equipment will help to limit employee exposure to vehicle exhaust fumes, welding and grinding fumes and paint fumes in the administrative area.

- Construct a new dedicated welding area.
- Reconfigure the building site to accommodate new public parking and recycling areas from large truck and staff access.

SECTION 4: SUBMISSION

A. Technical Submission

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

1. **Staff Qualifications:** Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project.

2. **Capability, Capacity, and Qualifications of the Offeror:** Please provide a firm profile that includes office size, detailing relevant experience and areas of expertise. Please also include a list of projects currently underway that will overlap with this project and if any scheduling conflicts may exist. A list of at least three current client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.

3. **Approach/Methodology:** Please describe your project approach, highlighting any key differentiators that may set your firm apart.

4. **Insurance:** List all insurance coverage currently carried by the firm, including professional liability and general liability as a minimum.

5. **Political Contributions:** The prime vendor shall provide a list of all political contributions, made directly or indirectly to any candidate for municipal office in the Town of Smithfield, by the Vendor, its principals, its subcontractors and their principals for the last five (5) years.

6. **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.

7. **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.

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 “DESIGN SERVICES – SMITHFIELD DEPARTMENT OF PUBLIC WORKS” to:

Office of the Purchasing Agent  
Town of Smithfield  
64 Farnum Pike  
Smithfield, RI 02917

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.

B. 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.

C. MBE/WBE Participation

See Exhibit A for the MBE/WBE Participation Plan. All respondents must complete this form and are expected to identify a minimum of 10% MBE/WBE participation.

D. Familial Relationship Affidavit

See Exhibit B for the Familial Relationship Affidavit. All respondents must complete this form.

E. Certificate of Non-Collusion

See Exhibit C for the Certificate of Non-Collusion. All respondents must complete this form.

SECTION 5: EVALUATION AND SELECTION

Submissions shall be reviewed by a technical evaluation committee comprised of members of the Department of Public Works Building Committee.

The technical evaluation committee first shall consider technical submissions.
The Town of Smithfield reserves the right to select the vendor(s) or firm(s) that it deems to be most qualified to provide the goods and/or services as specified herein; and conversely reserve the right to cancel the solicitation in its entirety in its sole discretion.

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
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<tbody>
<tr>
<td>Staff Qualifications</td>
<td>25 Points</td>
</tr>
<tr>
<td>Capability, Capacity and Qualifications of the Offeror</td>
<td>25 Points</td>
</tr>
<tr>
<td>Work Plan</td>
<td>25 Points</td>
</tr>
<tr>
<td>Approach Proposed</td>
<td>25 Points</td>
</tr>
<tr>
<td><strong>Total Possible Technical Points</strong></td>
<td><strong>100 Points</strong></td>
</tr>
</tbody>
</table>

**General Evaluation:**

Points shall be assigned based on the vendor’s clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the technical evaluation committee, as part of the selection process.

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 may elect to enter into negotiations with the next highest ranked firm.

**SECTION 6. QUESTIONS**

All questions concerning this solicitation must be in writing e-mailed to Gene Allen, Director of Public Works at gallen@smithfieldri.com.

**SECTION 7. SUBMISSION CONTENTS**

Submissions shall include the following:

A. Technical Submission - describing the qualifications and background of the applicant and experience with and for similar projects and all information described earlier in this solicitation.
   a. One (1) Electronic copy on a USB Flash Drive
   b. One (1) printed paper copy, marked “Technical Submission - Original"
   c. Four (4) printed paper copies

B. MBE/WBE Utilization Plan Form

C. Familial Relationship Affidavit

D. Certificate of Non-Collusion
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.
MBE/AWE PARTICIPATION PLAN - DESIGNER SELECTION RFP

Bidder's Name: 
Bidder's Address: 
Point of Contact: 
Telephone: 
Email: 
Solicitation No.: 
Project Name: 

This form is intended to capture commitments between the prime contractor/vendor and MBE/AWE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/AWE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office at time of bid, and that MBE/AWE subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 50% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. Please complete separate forms for each MBE/AWE contractor/supplier to be utilized on the solicitation, including one for the prime vendor if the prime is, itself, a certified MBE/AWE.

Name of Subcontractor/Supplier: 
Type of RI Certification: □ MBE □ AWE 
Address: 
Point of Contact: 
Telephone: 
Email: 
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier: 

Participation Percentage (%):  
Anticipated Date of Performance:  

I certify under penalty of perjury that the foregoing statements are true and correct.

Prime Contractor/Vendor Signature  Title  Date  

Subcontractor/Supplier Signature  Title  Date  

Page 12 of 15
EXHIBIT B
FAMILIAL RELATIONSHIP AFIDAVIT

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 any member of the Department of Public Works, the Town and/or members of the 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 Smithfield Department of Public Works; 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: _______________________________________________________________

d) Name of Department of Public Works employee or Town Council Member:
   ___________________________________________________

**Question #2: Does the owner or any employee of the bidder have any familial relationship with the current or former Smithfield Town Manager?** Yes _____ No _____

*If the answer to #2 is yes, complete the following:*

a) Name of Employee: ___________________________________________________________

b) Home Address of Employee: ___________________________________________________
TOWN OF SMITHFIELD
Department of Public Works Building Renovations

c) Position Held: _______________________________________________________________
d) Name of Town Manager or former Town Manager: ________________________________

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 and Smithfield Department of Public Works.

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 and Smithfield Department of Public Works.

Further, the Bidder must disclose the name of any Town of Smithfield and Smithfield Department of Public Works 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 and Smithfield Department of Public Works, 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 or other organization, entity or group or individuals.
## Preliminary Construction Cost Estimate

### 1 General Requirements – Fees

<table>
<thead>
<tr>
<th>Component</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>By GC</th>
<th>By Town</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overhead</td>
<td>8%</td>
<td>$-</td>
<td>$83,320.00</td>
<td>$-</td>
<td>$83,320.00</td>
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<tr>
<td>Profit</td>
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<td>$72,905.00</td>
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<td>$72,905.00</td>
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</tr>
<tr>
<td>Bonds &amp; Insurance</td>
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<td>$-</td>
<td>$20,830.00</td>
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<tr>
<td>General Conditions</td>
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<td>$52,075.00</td>
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</table>

### 2 Site Improvements

<table>
<thead>
<tr>
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<th>Units</th>
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<th>Quantity</th>
<th>By GC</th>
<th>By Town</th>
<th>Grand Total</th>
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</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>sf</td>
<td>$5.00</td>
<td>2000</td>
<td>$-</td>
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<tr>
<td>Grading</td>
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<td>6000</td>
<td>$-</td>
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<tr>
<td>Paving</td>
<td>sf</td>
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<td>6000</td>
<td>$-</td>
<td>$18,000.00</td>
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### 3 Additions

<table>
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<tr>
<th>Component</th>
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<th>Quantity</th>
<th>By GC</th>
<th>By Town</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 Maintenance Garage</td>
<td>sf</td>
<td>$200.00</td>
<td>1900</td>
<td>$380,000.00</td>
<td>$-</td>
<td>$380,000.00</td>
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<tr>
<td>Phase 3 Office Space</td>
<td>sf</td>
<td>$250.00</td>
<td>1500</td>
<td>$375,000.00</td>
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### 4 Existing Building Modification

<table>
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<th>Quantity</th>
<th>By GC</th>
<th>By Town</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 2 Office Area Renovations</td>
<td>sf</td>
<td>$85.00</td>
<td>1500</td>
<td>$38,250.00</td>
<td>$89,250.00</td>
<td>$127,500.00</td>
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### 5 Specialty Items

<table>
<thead>
<tr>
<th>Component</th>
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<th>By GC</th>
<th>By Town</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Ships Ladder &amp; Platform</td>
<td>each</td>
<td>$15,000.00</td>
<td>1</td>
<td>$15,000.00</td>
<td>$-</td>
<td>$15,000.00</td>
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<tr>
<td>Level &amp; Repair Conc. Slab</td>
<td>sf</td>
<td>$6.00</td>
<td>5000</td>
<td>$30,000.00</td>
<td>$-</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Rotary Lifts</td>
<td>each</td>
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<td>4</td>
<td>$56,000.00</td>
<td>$-</td>
<td>$56,000.00</td>
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</table>

### 6 Construction Sub-Total

<table>
<thead>
<tr>
<th>Component</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>By GC</th>
<th>By Town</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fees Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
<td>$-</td>
<td>$1,041,500.00</td>
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<tr>
<td>Total Construction Budget</td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
<td>$-</td>
<td>$1,270,630.00</td>
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### 7 Owner Soft Costs

<table>
<thead>
<tr>
<th>Component</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>By GC</th>
<th>By Town</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;E Design Fees</td>
<td>6%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$52,950.00</td>
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<tr>
<td>Bidding Fees</td>
<td>2%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$17,650.00</td>
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<tr>
<td>Construction Administration Fees</td>
<td>2%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$17,650.00</td>
</tr>
<tr>
<td>Escalation Contingency</td>
<td>3%</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$38,118.90</td>
</tr>
</tbody>
</table>

**Total Cost to Owner (including soft costs): $1,396,998.90**

### Design Fees By Phase

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Phase 1</td>
<td>$38,000.00</td>
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<tr>
<td>Phase 2</td>
<td>$12,750.00</td>
</tr>
<tr>
<td>Phase 3</td>
<td>$37,500.00</td>
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</tbody>
</table>
The Smithfield Department of Public Works Maintenance Facility was built in 1955 as Masonry, Steel and Wood Structure located at 3 Spragueville Road in Smithfield, RI. The Exterior walls are primarily Masonry Bearing Wall Construction while the roof structure is a Steel Beam superstructure with wood joist and wood deck infill. The existing space is comprised of office space and nine (9) maintenance bays. The existing facility currently suffers from workflow issues as well as safety concerns while maintaining and washing vehicles. The additions and renovations to this building will be broken up into three (3) phases to allow the building to remain occupied and functional throughout construction. These phases will look to accomplish the following.

The intent of this feasibility study is to provide the Town of Smithfield a renovated and cohesive space for staff and Public Works administration. The goal is to make a safe working environment for the staff and visiting public utilizing facilities such as recycling while separating the Public Works and maintenance facilities. The Town has made an assessment of the building as to the repairs necessary to the existing structure and roof which will be addressed separately.

There were a number of design and operational deficiencies identified during our study that have been addressed in this narrative and preliminary program design. The existing facility has inadequate ventilation causing fumes and odors from the Maintenance Bays to permeate throughout the building throughout the day, it was noted that this condition worsens over the course of the work day. The maintenance staff does not have access to any vehicle lifts making routine maintenance more time consuming and dangerous. The existing concrete floor in the work bays is starting to spall and erode from years of exposure to the salt and sand coming off the vehicles. There is no clear separation between public space and private space allowing for potentially dangerous encounters between the visiting public and DPW vehicles and heavy machinery.

Finally, our goal is to provide a preliminary program design for future DPW equipment and machinery being maintained at this facility, adding men’s and women’s toilet and locker rooms and the redesign and coordination of a new administration area which will safely be accessed by the public. All the modifications and additions will meet applicable ADA and building code requirements.

Phase 1:

- Extend the length of the existing end bay and add an addition of new wider oversized bay to provide additional space for parking and vehicle maintenance. Each of the last 2 bays will incorporate drive thru access.
- Provide mobile truck lifts to the new and renovated truck bays.
- Install new fixed elevated catwalk and ships ladder to improve worker safety while washing trucks. This will be located on the exterior of the building along the new truck bay addition.
- Patch and repair existing damaged and spalling floor slab in all maintenance bays.
Smithfield Public Works

- Modify or replace existing ventilation system in the vehicle bays.

**Phase 2:**

- Re-configuring the existing staff work space area into a new kitchen, training room, restrooms, and locker rooms.
- Existing HVAC System to be evaluated and reconfigured or replaced to accommodate new program.

**Phase 3:**

- Construct new addition to the rear of the building. This space will provide a new public entry as well as administrative staff work spaces, offices and a conference room. This addition will also minimize the amount of pedestrian and large truck vehicular traffic crossing on the site. The relocation of the employee work space and integration of new HVAC and ventilation equipment will help to limit employee exposure to vehicle exhaust fumes, welding and grinding fumes, and paint fumes in the administrative area.
- Construct a new dedicated welding area.
- Reconfigure the building site to accommodate new public parking and recycling areas from large truck and staff access.

In conclusion, the modifications and additions described as Phase 1 through Phase 3 address safety issues and access control/traffic flow concerns creating a safer working environment for municipal employees as well as the visiting public. These updates will correct accessibility issues, reconfigure circulation paths for both pedestrians and vehicles and add new administrative areas. The proposed addition to the maintenance bays will help to organize equipment and parts as well as provide better access to service larger vehicles. The proposed addition to the administrative areas will provide additional space for the staff and provide a pleasant and welcoming experience for the visiting public. Of utmost importance is the separation of the public areas from the private areas.
EXISTING

3 SPRAGUEVILLE ROAD
SMITHFIELD, RI 02917
SMITHFIELD DPW
RENOVATIONS

EXISTING WEST ELEVATION

EXISTING EAST ELEVATION

EXISTING OVERVIEW
MEMO - AGENDA ITEM COVER SHEET

Date: August 28, 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 = $12,410.12

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 $12,410.12
Abatements for the time period of September 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>ABATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03-3210-15</td>
<td>Louis Conti</td>
<td>Reinstated Sr Fr &amp; Ex</td>
<td>$3,039.30</td>
</tr>
<tr>
<td>44/012E</td>
<td>$291,800.00</td>
<td>$53,130.00</td>
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</tr>
<tr>
<td>04-1554-75</td>
<td>Anthony &amp; Marylou Norato</td>
<td>2019 Appeal</td>
<td>$938.00</td>
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<tr>
<td>46/048/4D</td>
<td>$318,100.00</td>
<td>$262,300.00</td>
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<tr>
<td>01-1647-21</td>
<td>Acquaviva-Aubin Patricia</td>
<td>2019 Appeal</td>
<td>$191.63</td>
</tr>
<tr>
<td>49/202</td>
<td>$505,600.00</td>
<td>$494,200.00</td>
<td></td>
</tr>
<tr>
<td>07-0695-20</td>
<td>Gentile Charles R Jr</td>
<td>2019 Appeal</td>
<td>$109.27</td>
</tr>
<tr>
<td>08/056</td>
<td>$545,900.00</td>
<td>$539,400.00</td>
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<tr>
<td>12-2094-00</td>
<td>Lolito Ciro J</td>
<td>2019 Appeal</td>
<td>$885.85</td>
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<tr>
<td>06/064A</td>
<td>$314,800.00</td>
<td>$274,000.00</td>
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<tr>
<td>13-1038-79</td>
<td>Maryanov Peter</td>
<td>2019 Appeal</td>
<td>$364.78</td>
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<tr>
<td>48/0798</td>
<td>$391,700.00</td>
<td>$370,000.00</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
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<td><strong>$5,328.83</strong></td>
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</table>

### Motor Vehicle (Excise Tax) Abatements

<table>
<thead>
<tr>
<th>ACCT #</th>
<th>NAME</th>
<th>REASON</th>
<th>ABATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Reg</td>
<td>Kirk Rebecca Y</td>
<td>TR-3 Reg Cancelled 12/13/17</td>
<td>$90.23</td>
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<tr>
<td>11-0767-89</td>
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</tr>
<tr>
<td>22-0322-85</td>
<td>Vehicle Asset Universal Leasing</td>
<td>Belongs to East Greenwich</td>
<td>$625.77</td>
</tr>
<tr>
<td>NL839</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
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<td><strong>$716.00</strong></td>
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</table>

### Tangible Property Abatements

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<th>ABATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-0380-02</td>
<td>J Santoro Sand &amp; Gravel</td>
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Page 1 of 2
<table>
<thead>
<tr>
<th>Account Number</th>
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<td>18-0025-61</td>
<td>Adcare RI fka RI Clinical Serv</td>
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<tr>
<td>03-2373-74</td>
<td>Adcare Rhode Island Inc</td>
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<td>$396.67</td>
</tr>
</tbody>
</table>

**Subtotal** $6,365.29

**TOTAL ABATEMENTS** $12,410.12

For the reason that the tax was assessed in error, these taxes should be abated as reported.

Report presented by Town Assessor: [Signature]

At a Town Council meeting held on the ______ day of ____________, the above tax was cancelled by a vote of the Smithfield Town Council.

Attested by the Town Council Clerk:

Council Record Book Number: Page Number: