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

CLOSED SESSION

Motion to convene into Closed Session to:
A. Consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2), Potential Litigation.

AGENDA

I. Regular meeting called to order at 7:00 p.m.
II. Prayer
III. Salute to the Flag
IV. Emergency Evacuation and Health Notification
V. Presentations: None.
VI. Minutes:
   A. Move that the minutes of the October 15, 2019 Town Council closed session meeting held pursuant to RIGL Section 42-46-5(a)(1), Personnel; A.) Town Manager Annual Review and B.) to interview Jeremiah Adler for possible appointment to a town board or commission and pursuant to RIGL Section 42-46-5(a)(2), Potential Litigation, be approved as recorded and sealed.
   B. Move that the minutes of the October 15, 2019 Town Council open session meeting be approved as recorded.
VII. Consider, discuss and act upon the following possible appointments and reappointments:
   A. Reappointment to the Land Trust with a term expiring in September of 2024.
   B. Appointment to the Conservation Commission with a term expiring in July of 2022.
VIII. Public Hearings:
   A. Conduct a public hearing to consider amendments to Article 12 of the Zoning Ordinance entitled “Comprehensive Permit for Low and Moderate Income Housing”, Section 4 “Administrative Procedures”.
B. Sitting as the Smithfield Water Supply Board, conduct a public hearing to consider revisions to the rates, rules and regulations for the Smithfield Water Supply Board.

C. Schedule a public hearing on December 17, 2019 to consider amendments to Chapter 126 of the Code of Ordinances entitled “Animals” to adopt Article IX entitled “Retail Sales of Dogs and Cats”.

D. Conduct a Public Hearing to consider approving the transfer of a Class B-Victualler Beverage License from Rocco’s, LLC d/b/a “Rocco’s Pub & Grub”, 55 Douglas Pike to JNN, Inc. d/b/a “Rocco’s Pub & Grub”, to include outdoor seating and bar service, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit, Certificate of Good Standing, final approval from the RI Department of Health and the payment of outstanding tangible taxes.

IX. Licenses:

A. Consider approving a new Victualling License for JNN, Inc. d/b/a “Rocco’s Pub & Grub”, 55 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit, final approval from the RI Department of Health and the payment of outstanding tangible taxes.

B. Consider approving a new Victualling License for The Sevigny Group, LLC d/b/a “Smithfield Fitness”, located at 970 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

C. Consider approving a new Holiday Sales License for The Sevigny Group, LLC d/b/a “Smithfield Fitness”, located at 970 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

D. Consider approving a new Victualling License for Robert A. D’Andrea d/b/a “Big D’s Variety”, located at 200 Pleasant View Avenue, as applied, subject to compliance with all State regulations and local ordinances.

E. Consider approving a new Holiday Sales License for Robert A. D’Andrea d/b/a “Big D’s Variety”, located at 200 Pleasant View Avenue, as applied, subject to compliance with all State regulations and local ordinances.

F. Consider approving a new Holiday Sales License for Douglas Cochrane d/b/a “Releaf Center”, located at 375 Putnam Pike, #21, as applied, subject to compliance with all State regulations and local ordinances.

G. Consider approving a One-Day Beer/Wine License for the Smith Appleby House, 220 Stillwater Road, to hold a fundraiser to benefit the Smithfield Historical Society, to be
held on Saturday, November 23, 2019, from 6:00 p.m. to 9:00 p.m., as applied, subject to compliance with all State regulations and local ordinances.

H. Consider approving an amendment to an existing Peddler’s License for NEFL, Inc. d/b/a “New England Lemonade”, 15 Indian Head Trail, to include selling Christmas trees and Christmas related items, as applied, subject to compliance with all State regulations and local ordinances.

I. Consider approving a new Massage Therapy License for Limary M. Morel Brown to conduct Therapeutic Massage at “Massage by Mari”, 359 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

J. Consider approving a new Massage Establishment License for Limary M. Morel Brown d/b/a “Massage by Mari”, 359 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

K. Consider approving a One-Day Beer/Wine License for St. Philip Church, 622 Putnam Pike, to hold a Wine Tasting to be held on Saturday, November 16, 2019, from 6:00 p.m. to 9:00 p.m., 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 authorizing a request from Ocean State Multisport to hold a Sour Apple Road Race event in Smithfield on July 12, 2020.

B. Consider, discuss, and act upon authorizing a request from Ocean State Multisport to hold a Mad Moose Road Race event in Smithfield on September 27, 2020.

C. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon authorizing a request to borrow $3,000,000 through the RI Infrastructure Bank’s Drinking Water State Revolving Fund for the Rehabilitation of the Island Woods, Rocky Hill and Burlingame Water Storage Tanks Project.

D. Consider, discuss, and act upon authorizing an emergency contract amendment with Veolia Water for design of the replacement of the force main sewer line serving the Camp Street Pump Station in an amount not to exceed $34,813 and authorizing emergency procurement of construction bids.

E. Consider, discuss, and act upon authorizing the joint advertisement of the Street Light Conversion Program request for proposals with Lincoln and Woonsocket subject to final review by the Town Solicitor and Finance Director.

F. Consider, discuss, and act upon a bid award for the COPS Grant Security Upgrades
for the School Department.

G. Consider, discuss, and act upon authorizing the Town Manager to submit an application to the RI Commerce Corporation’s Site Readiness Grant Program in the amount of $390,000 for infrastructure study and improvements to benefit the Route 7/116 corridor.

H. Consider, discuss, and act upon authorizing the reissuance of a request for qualifications for Planning Consulting Services to assess and update the housing strategies of the Comprehensive Community Plan.

I. Consider, discuss, and act upon approving tax abatements in the amount of $1,727.49.

XII. Public Comment

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

XIV. Adjournment.

AGENDA POSTED: FRIDAY, NOVEMBER 1, 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, October 15, 2019  
Place: Smithfield Town Hall  
Time: 5:45 P.M.

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

Motion is made by Council Vice-President Lawton, seconded by Council Member Cavanagh, to convene into Closed Session:

A. Consider, discuss and act upon matters pursuant to Rhode Island General Laws and Section 42-46-5(a)(1); Personnel A.) Town Manager Annual Review and B.) To interview Jeremiah Adler for possible appointment to a town board or commission.
B. Consider, discuss and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation.

Motion is approved by a unanimous 4/0 vote. Deputy Town Clerk Antonuccio takes a roll call vote of each Town Council member’s vote to convene the Closed Session. Council member Cerra arrives after the Closed Session was convened.

Council President Alba calls the Tuesday, October 15, 2019 Smithfield Town Council meeting to order at 7:20 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

Council Vice-President Lawton explains that there is a “Noah Strong” sign on display this evening. Council Vice-President Lawton further explains that Noah Antunes is a fifth grader at LaPerche Elementary School, and he is a great student, athlete, and kid. Vice-President Lawton also explains that Noah is battling a serious illness with the support of friends, family, and strangers. Vice-President Lawton states that Noah was able to come home today, and courtesy of the Smithfield Fire Department and Smithfield Police Department he had a special escort. Vice-President Lawton expresses how proud he is of the Town of Smithfield and the community.

Council President Lawton further states that if anyone would like to support Noah’s fight, that
there are Noah Strong lawn signs and bracelets available at the Smithfield High School media room on Wednesday, October 16, 2019, and vinyl decals available at the concession stand located at Whipple Field on Saturday, October 19, 2019 and Sunday, October 20, 2019 from 8:00 a.m. to 5:00 p.m. Council Vice-President Lawton also states the Smithfield Little League will be holding a whiffle ball tournament on Saturday, November 2, 2019 from 9:00 a.m. to 7:00 p.m.

VI. Minutes:

A. Move that the minutes of the September 24, 2019 closed session meeting be approved, as recorded, and sealed.

Motion is made by Council Vice-President Lawton, seconded by Council Member Cavanagh, that the Town Council closed session meeting be approved as recorded, and sealed. Motion is approved by a unanimous 5/0 vote.

B. Move that the minutes of the October 1, 2019 Town Council closed session meeting be approved, as recorded.

Council President Alba reads the October 1, 2019 closed session agenda before the motion is made.

Motion is made by Council Vice-President Lawton, seconded by Council Member Cavanagh, that the Town Council open session meeting be approved, as recorded. Motion is approved by a unanimous 5/0 vote.

C. Move that the minutes of the October 1, 2019 open session meeting be approved as recorded.

Motion is made by Council Member Cerra, seconded by Council Member Cavanagh, that the Town Council closed session meeting be approved as recorded, and sealed. Motion is approved by a unanimous 5/0 vote.

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

VIII. Public Hearings:

A. Schedule a public hearing on November 5, 2019 to consider updates to the Smithfield Water Supply Board Rates, Rules, and Regulation.

Motion is made by Council Member Kilduff, seconded by Council Member Cavanagh, that the Smithfield Town Council advertises a public hearing for November 5, 2019 to review the Rates, Rules and Regulations for the Smithfield Water Supply Board. Motion is approved by a unanimous 5/0 vote.
B. Schedule a public hearing on November 19, 2019 to consider amendments to Chapter 303, Article 1 of the Code of Ordinances entitled “Solid Waste and Recycling.”

Motion is made by Council Member Cerra, seconded by Council Member Cavanagh, that the Smithfield Town Council advertises a public hearing for November 19, 2019, to review and consider the proposed revisions to the Refuse and Recycling Ordinance. Motion is approved by a unanimous 5/0 vote.

IX. Licenses: None

X. Old Business: None

XI. New Business:

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

Council President Alba states that according to the new schedule there are 37.94 months remaining to the current agreement. Council President Alba asks if there is language contained in the agreement that addresses the future of the Mowry House. Land Trust Chair Barbara Rich explains that there is no language in the agreement that addresses the future of the Mowry House, however, this will be discussed by the Land Trust.

Council Member Cavanagh does not feel a decision should be made regarding selling the Mowry House because there may be a new Town Council. Town Solicitor explains the agreement will expire on February 28, 2022. Chair Rich states that the current Town Council could give feedback/input regarding the work that will be happening.

Council Member Cavanagh states that the Land Trust had additional meetings, and on September 13, 2019, and extension of forty five (45) months was asked for with a date of December 2022. Council Member Cavanagh asks why this date has been pushed back. Chair Rich explains that the figures on the schedule were incorrect for the “sweat equity” value. Chair Rich further explains that value was raised because the rent equivalency which was $1,900 rather than $1,600. Town Manager Rossi states that he met with Chair Rich, Solicitor Gallone, and Valerie Talmadge from Preserve RI to discuss the different aspects of this agreement. Town Manager Rossi further states that according to the work flow for this agreement, it was calculated from December 21, 2018 there was a ten (10) month period running through October 20, 2019. Town Manager Rossi also states that the proposed amended agreement will be in effect from October 21, 2019 through February 28, 2022 for a total of thirty eight (38) months. Town Manager Rossi states that this includes prior year investments consisting of storm windows, landscape maintenance, snow removal, and structural repairs (11.1 months), ongoing work consisting of snow removal and landscape maintenance (8.42) and the front porch rehabilitation project (18.42) for a total of 37.94 months and $69,385. Chair Rich explains that any of the projects below require permission from the Land Trust and Town Council.
Council Member Cavanagh asks Chair Rich about Exhibit E and any additional projects. Chair Rich explains that the “projects that are possible to extend the term” will need approval. Chair Rich further explains that the roof was eliminated from the original document and is now listed projects that are possible to extend the term because the roof did not need to be done at that time.

Council Member Lawton asks Chair Rich if there are dogs or cats at the premise, and if so, was there written consent given. Ms. Rich states there is dog on the premise and written consent was given. Council Member Cerra expresses her confusion as to why pets are allowed especially if one of the goals was to restore the house. Council Member Cerra explains that all she could smell was a pet odor when she went to the site. Council Member Cerra states this issue needs to be revisited. Council Vice-President Lawton asks the written consent be sent to Town Manager Rossi. Council Vice-President Lawton asks if the dog is registered. Chair Rich states the dog is registered.

Council Member Cerra states she would like quarterly meeting dates with the Town Council added to the agenda. Council President Alba states that Preserve RI is overseeing the project along with the Land Trust and Revive the Roots, and the quarterly reports are received by the Town Council, however, if there is an issue, it can be placed on a Town Council agenda. Council Member Cerra feels there should be concrete checkpoints to avoid any issues. Town Manager explains that the Land Trust will be working with him to revise the quarterly reports in order to check off work that was completed, and it is more user friendly for the reader. Council Member Cerra feels that the quarterly report written by Preserve RI was not detailed enough.

Chair Rich explains that Revive the Roots attends the monthly Land Trust meetings. Chair Rich further explains when they are working on a project or starting a project, the Land Trust is aware of it; they are in touch with Revive the Roots on a regular basis.

Paul Harrison of 6 Garden Avenue reads a letter regarding why he voted no on extending the contract for Revive the Roots. Mr. Harrison explains that the Members were under the assumption that if they voted against the extension the Land Trust would have owed Revive the Roots approximately $50,000. Mr. Harrison further explains that he found this to be very concerning. Mr. Harrison also explains that after reviewing the sweat equity schedule he strongly believes that the upkeep to the property can be performed at a much lower cost. Mr. Harrison feels that the job of the Land Trust is to protect open space and not to be landlords. Mr. Harrison also feels that the taxpayers should not be incurring any additional costs. Mr. Harrison states that if the Town Council accepts the curatorship that the Land Trust has a zero balance with Revive the Roots at the end of this contract.

Town Manager Rossi states that according to his calculation there would be one (1) month of rent that would be owed to Revive the Roots. Town Manager Rossi further states that after reviewing the contract, that when the term of the contract expires (February 2022), there will be no balance unless there is additional work.

Alfred Costantino of 34 MacArthur Drive states that having attended numerous Land Trust
meetings, one of compelling positions was not to sell the house at that time because approximately $55,000 - $60,000 would be owed to Revive the Roots; which is not the case, however, this was used as a persuasive argument.

Mr. Costantino states that he is not here against this curatorship agreement; he is here to improve it. Mr. Costantino further states that agreement shows that there is a ten (10) month holding period where the curatorship is not extended, which shows thirty-eight (38) months. Mr. Costantino also states this would be an extension of two (2) years and four (4) months (February 2022).

Mr. Costantino explains that the agreement does not reference the type of insurance and how much. Mr. Costantino further explains that this information is referenced for the sub-tenants, but not for the curator.

Mr. Costantino states that the agreement is in effect until February 2022, and by mutual agreement can be extended as provided in paragraph twenty three (23). Mr. Costantino further states that under Rent, Compensation and Taxes it states that “with the revised plan shall be no less than $69,385 over the term of this amended amendment.” Mr. Costantino also states that the $69,385 is the equivalent to $1,900 per month which will continue to February 2022. Mr. Costantino feels that the language should be changed to reflect no less than $69,385 and no more than $69,385 because when work is completed that is over $69,385, money will be owed to Revive the Roots at the end of this agreement.

Mr. Costantino explains the first five (5) year of the curatorship agreement stated that there would be no more than $96,000, which was $1,600 per month. Mr. Costantino feels that there should be a ceiling that would not allow them to perform any further work that would equate to the per month amount. Town Manager Rossi states that after discussion with Solicitor Gallone, that adding “no more than” is added, there is a chance the materials may cost more and that does not mean anymore time will be given. Town Manager Rossi further states that placing a ceiling on the dollar amount may cause them not to do the work.

Mr. Costantino reads number twenty three (23) of the amended agreement. Mr. Costantino states that there has been discuss regarding selling the house, and there is no reason to add language to the agreement that it could be extended for an additional four (4) years. Mr. Costantino feels that number twenty three (23) should be eliminated in its entirety as this is not a benefit.

Council President Alba explains that she agrees with Mr. Costantino, however, while she cannot make a motion, she suggests revisiting the term. Council President Alba states that the Land Trust and the curator could mutually agree to an extension without the approval of the Town Council. Council President Alba recommends the extension of the term should be eliminated or any such extension should be approved by the Town Council.

Mr. Costantino feels that Revive the Roots should be put on the path to think about purchasing the house.

Mr. Costantino states that once the porch is completed the only tasks remaining are snow
removal and landscape maintenance for $16,000. Mr. Costantino further states that Preserve RI is still getting paid $5,000 to oversee this work, and this makes no sense. Mr. Costantino feels that something needs to be in place before the house is sold.

Council President Alba states there is no need to put in writing that the house will be sold because it is already on record and everyone involved is in agreement that the house will be sold.

Mr. Costantino states that Revive the Roots has a separate agreement to sell sixteen (16) acres of land. Mr. Costantino would like to know the status of this agreement. Chair Rich explains that the sixteen (16) acres of land is separate, however, the agreement was extend until 2023 because of the well. Chair Rich further explains that this agreement is completely separate from the house.

Mr. Costantino states that the Land Trust does not have the level of authority to execute that agreement as the land is owned by the Town. Council President Alba explains that this matter will be addressed separately.

Valerie Talmadge of Preserve RI states that the projects can only be completed with mutual agreement of the Land Trust and the curator. Council President Alba would like to add the Town Council as an approval for the projects. Ms. Talmadge recommends not eliminating the extension of term because everyone is aware that the Town does not want to own the house any longer than it needs to, however, to add value to the house when it is sold, some of these projects may need to be completed. Ms. Talmadge states this will retain the Town’s flexibility that Revive the Roots cannot complete the work without Town Council approval.

Council Member Cerra states that for the years 2019-2022 the only tasks scheduled are removal and landscaping. Ms. Talmadge explains that they will have paid their rent through sweat equity.

Motion was made by Council Member Cerra to approve the amended curatorship agreement and delete paragraph twenty three. This motion was seconded for discussion purposes by Council Member Cavanagh. A discussion among council members ensued and a vote was taken. Motion was approved by a 3/2 vote. **Council President Alba and Council Member Cavanagh voted against the motion and supported the extension of the curatorship agreement without the deletion of paragraph twenty three.**

**B. Consider, discuss, and act upon authorizing a joint facility agreement with the Town of Lincoln to create the Blackstone Valley Animal Shelter.**

Council President Alba states that the Town of Smithfield and the Town of Lincoln has been working collaboratively to bring the two animal control operations under one roof along with the Town of Cumberland who has already partnered with the Town of Lincoln. Over the last few months we have had the opportunity to tour the facility multiple times and conduct numerous meetings with the necessary parties involved with creating a successful partnership. Council President Alba further states that the initial year of the agreement will run from December 1, 2019 through November 20, 2020 with the Town selecting Option 2 at a rate of $1,000 per month. Council President Alba also states that this option will include the Town’s animal control
officers participating in the care of all animals housed in the shelter, including the cleaning of the
cages, feeding, exercising and adoption during their necessary service schedule which is
currently being developed.

Council President Alba explains that this change will not result in an immediate cost savings
since we will be maintaining office space for our animal control officers at the current shelter,
however, savings will be generated in the line items dealing with heating fuel, building
maintenance and supplies, and animal supplies and materials.

Council President Alba further explains that a more thorough financial analysis will take place
over the first year of the agreement to determine whether the current shelter should be closed.
Council President Alba also explains that the current shelter needs a great deal of work, and
building a new shelter in the future would cost significantly more.

Council Member Cavanagh asks who the supervising animal control office is under this
agreement. Town Manager Rossi would have the oversight, however, the current staffing will
remain the same.

Council Member Cavanagh asks about the section regarding euthanasia. Council Member
Cavanagh wants to ensure this is not a kill shelter. Police Chief Richard St. Sauveur explains that
after an abandoned is at the shelter for seven (7) days and deemed not adoptable, then something
will need to be done with that animal. Chief St. Sauveur further explains this happens at our
current shelter, however, every attempt is made within reason, to make the animal trainable to
make them adoptable. Town Manager Rossi explains that policies are still in the process of being
reviewed. Town Manager Rossi further explains that the Town Council will only be voting on
the mutual agreement between the Town of Smithfield and the Town of Lincoln to join the
Blackstone Valley Animal Shelter Agreement.

Council Member Cerra asks if the communities will care for each other’s animals. Chief St.
Sauveur states that is a detail that needs to be reviewed, however, Smithfield Animal Control
Officers are not going to ignore that animal, and the animal will be brought to a veterinarian and
given basic care, however, they will not approve a surgery for animal that is not ours. Council
Member Cerra states she was very impressed with the facility.

Council Member Cavanagh asks what will happen to the animal control officers if the current
shelter is razed. Town Manager Rossi explains that the officers will have an office at the
Department of Public Works.

**Motion** is made by Council Member Cerra, seconded by Council Member Kilduff, that the
Smithfield Town Council authorizes a joint facility agreement with the Town of Lincoln creating
the Blackstone Valley Animal Shelter pending the finalization of necessary guidelines and
protocols among the entities. **Motion is approved by a unanimous 5/0 vote.**

C. **Consider, discuss, and act upon a bid award for architectural design services for the
High School media center.**
Motion is made by Council Vice-President Lawton, seconded by Council Member Cavanagh, that the Smithfield Town Council hereby awards a Request for Qualifications for architectural services to Tappe Architects Inc. for the Smithfield High School media center in accordance with the XQ+RI planning grant. Motion is approved by a unanimous 5/0 vote.

D. Consider, discuss, and act upon award of the Residential Refuse and Recycling Collection contract.

Public Works Director Gene Allen explains that the recommendation is to award the six (6) year contract to Waste Management of RI, Inc., and the contract will be effective beginning July 1, 2020 through June 30, 2026. Director Allen further explains that the bids were reviewed by the selection committee which consisted of himself, the Director of Building and Grounds, the Recycling Coordinator, and the Town Engineer who reviewed the criteria and unanimously Waste Management of RI, Inc. was the responsible bidder.

Council Member Cavanagh states that Waste Management of RI, Inc. was not the lowest bidder. Council Member Cavanagh asked what added value means. Director Allen explains that the price was not the determining factor; it was a matter of seven (7) ranked categories. Director Allen further explains that the added value consisted of environmental benefits they could bring to the community, coordination efforts, technology, and customer service benefits. Director Allen also explains Waste Management of RI, Inc. was above and beyond the other applicants.

Motion is made by Council Vice-President Lawton, seconded by Council Member Cavanagh, that the Smithfield Town Council authorizes the Town Manager to enter into contract with Waste Management of RI, Inc. of 1610 Pontiac Avenue, Cranston, RI 02920-4452 for the collection of residential refuse and recycling for a six year period beginning July 1, 2020 through June 30, 2026.

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<tr>
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Motion is approved by a unanimous 4/0 vote. Council Member Kilduff is not present for this vote.

E. Consider, discuss, and act upon authorizing a sole source purchase of one (1) LUCAS Chest Compression System for the Fire Department in an amount not to exceed $11,985.37.
Fire Chief Robert Seltzer explains that the Fire Department currently has two (2) of these devises. Fire Chief Seltzer furthers explains that this request is due to the fact that the ladder truck is now in service and the Town is divided into three (3) areas and each area is assigned a fire apparatus and a rescue. Chief Seltzer also explains that these devices are carried on the fire apparatus at all times because in case there is a CPR this matter is time sensitive. Chief Seltzer states that the funds to purchase the LUCAS device will come from the third-party EMS billing account.

Motion is made by Council Vice-President Lawton, seconded by Council Member Cavanagh, that the Smithfield Town Council authorizes the Smithfield Fire Department to purchase one (1) LUCAS Chest Compression System for the quoted price of $11,985.37, as quoted from Stryker Medical, as the sole source and as a vendor on the Rhode Island master pricing agreement. Motion is approved by a unanimous 4/0 vote. Council Member Kilduff is not present for this vote.

F. Consider, discuss, and act upon possible appointments to the Charter Review Commission.

Council President Alba thanks everyone for applying to Charter Review Commission. Council President Alba stats that here were more applications than available seats, and she encourages those who applied to serve on other board and commission for which there are vacant positions.

Council President Alba explains that the Charter Review Commission convenes pursuant to Section 11.02 of the Town Charter every five years to propose revisions to the Town Charter, and the commission members shall be broadly representative of the community.

Council President Albert further explains that the commission will meet over the next year, and their proposed recommendations will be vetted at a public hearing before the Smithfield Town Council, and the Town Council will ultimately have the responsibility for determining which recommendations will appear on the ballot at next year’s general election.

Council President Alba also explains that the members selected represent all political parties, unaffiliated voters and all demographics within our community.

Motion is made by Council Member Kilduff, seconded by Council Vice-President Lawton, that the Smithfield Town Council hereby appoints the following residents to be on the 2019-2020 Smithfield Charter Review Commission:

- Alfred Costantino
- John F. Emin
- William J. Hawkins, III
- Michael P. Iannotti
- Albert E. Nani, III
Town Council Meeting  
October 15, 2019

- Paul Santucci  
- Beverly Tobin  
- Trish Williams  
- Thomas Winfield

Motion is approved by a unanimous 5/0 vote.

G. Consider, discuss, and act upon approving tax abatements in the amount of $95.82.

Motion is made by Council Vice-President Lawton, seconded by Council Member Cavanagh, that the Smithfield Town Council approve the tax abatements in the amount of $95.82. Motion is approved by a unanimous 5/0 vote.

H. Consider, discuss, and act upon cancelling the December 3, 2019 Town Council meeting.

Motion is made by Council Member Cerra, seconded by Council Member Cavanagh, that the Smithfield Town Council hereby cancels the December 3, 2019 Town Council meeting. Motion is approved by a unanimous 5/0 vote.

XII. Public Comment:

Michael Iannotti of 97 Swan Road states that while driving around over the weekend, he noticed what a beautiful place the Town is in the autumn, and he thought about all of the volunteers that worked on behalf of the Conservation Commission, Historic Preservation Commission, Historical Society, and Land Trust that put in countless hours to ensure the Town has beautiful trails. Mr. Iannotti further states that the Land Trust has acquired many acres over the years, and many of these acres were acquired under the leadership of Barbara Rich. Mr. Iannotti feels that Barbara does not receive enough credit. Mr. Iannotti expresses his gratitude for her work on the Land Trust, and hopes that Ms. Rich will continue on the Land Trust.

Mr. Iannotti explains that when the Town acquired the Mary Mowry house, it was a mess. Mr. Iannotti further explains it required a great deal of leadership, knowledge, and courage to devise a plan. Mr. Iannotti also explains that this curatorship was recognized on the PBS show “Our Town.” Mr. Iannotti feels this has been very beneficial to the residents to be able to preserve this house. Mr. Iannotti also feels when we have leaders, such as Ms. Rich, we should keep them.

Mr. Iannotti states that Ms. Rich has been appointed to the Rhode Island Land Trust Council, and Mr. Rich will be hard to replace due to all the experience she has. Mr. Iannotti urges the Town Council to keep Ms. Rich on the Land Trust.

Peter Pare of 16 Cider Lane asks how many buses the Senior Center currently has. Town Manager Rossi explains that there is one (1) bus that will be sold, one (1) bus is the main one
having handicap accessibility, one (1) donated by RIPTA, and a large travel bus.

Cheryl Iannotti of 97 Swan Road states that she is in favor of Chair Rich serving on the Land Trust. Ms. Iannotti reads a letter supporting Chair Rich.

Alfred Costantino of 34 MacArthur Drive states that he has attended meetings with regard to the school bond. Mr. Costantino feels that the Town is an unattainable position of completing the required work as it was proposed because Studio Jaed gave the Town a cost of $45M. Mr. Costantino explains that Collier determined the cost to be $66M. Mr. Costantino further explains that he has requested a copy of the Studio Jaed contract. Mr. Costantino asks if the contract is available.

Town Manager Rossi explains that he has contacted every department; including the School Department, and no one has the contract. Town Manager Rossi further states that he also contacted Studio Jaed, and when the bid was awarded, there was no contract signed by Town Manager or Superintendent. Town Manager Rossi also states that the work/cost was based on the RFP and the actual award by the Town Council.

Mr. Costantino states that there is something broken here because this company was paid good money to plan for the future of the school system, and without a contract the Town has no recourse. Mr. Costantino feels that this issue needs to be revisited to determine what happened.

Mr. Costantino reminds that Town Council that this type of situation has occurred before with the school bus company that did not have a contract, and there was bond to buy land for a school, however, the land consisted of wetlands, and the Town is now stuck with this land.

Mr. Costantino states that he has many questions regarding what can be eliminated from the schools; especially Anna McCabe Elementary. Mr. Costantino further states that Collier has inherited this problem, and there is going to be work that cannot be eliminated.

Mr. Costantino suggests asking Studio Jaed to come to a meeting to determine what has gone wrong. Mr. Costantino states that the taxpayers are owed an explanation. Mr. Costantino further states the Town will be sorry because all of the required work needs to be completed for $45M. Mr. Costantino also states that he will be asking for the plans for the proposed work. Mr. Costantino feels that this needs to be correctly, and the Town must back up in order to go forward.

III. Announce any closed session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
Council President Alba explains that there were no votes taken in Closed Session.

XIV. Adjournment.

Motion is made by Council Vice-President Lawton, seconded by Council Member Kilduff, to adjourn the meeting. Motion is approved by a unanimous 5/0 vote.
Meeting adjourns at 8:50 p.m.

Lyn Antonuccio, MPA, Deputy Town Clerk
MEMORANDUM

DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Michael Phillips, Town Planner

RE: Proposed Amendment to Zoning Ordinance Article 12 - Comprehensive Permit for Low and Moderate Income Housing, Section 4 Administrative Procedures

The enclosed amendment to the Zoning Ordinance involves adding language that would require a Local Board of Review member to attend all hearings involving a Comprehensive Permit project in order to be eligible to vote on the project.

The Planning Board reviewed the proposed amendment at its October 17th meeting and recommended that the Town Council not adopt this amendment based on a recommendation from the Assistant Town Solicitor. It was discussed that Board members should review relevant documents on a particular project in order to be fully informed and participate in the vote on the project.

**Recommended Motion:** That the Smithfield Town Council does not adopt the proposed amendment to the Smithfield Zoning Ordinance, Article 12 - Comprehensive Permit for Low and Moderate Income Housing, Section 4. Administrative Procedures.

Attachments:
Proposed Amendment
Public Hearing Notice – November 5, 2019
AN ORDINANCE AMENDING ARTICLE 12 ENTITLED “COMPREHENSIVE PERMIT FOR LOW AND MODERATE INCOME HOUSING”

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

Section 1. Article 12, Section 4, (d), vii is hereby amended by adding the following language:

ARTICLE 12 – COMPREHENSIVE PERMIT FOR LOW AND MODERATE INCOME HOUSING, SECTION 4, ADMINISTRATIVE PROCEDURES

A. Procedure for filing and approval of construction of low and moderate income housing …

(3) The application and review process for a comprehensive permit shall be as follows:

…

(d) **Review of Applications.** An application filed in accordance with this ordinance shall be …

(vii) All Local Review Board decisions on comprehensive permits shall be by majority vote of the membership of the board and may be appealed by the applicant to the state housing appeals board. **No member may vote on any matter before the board unless they have attended all hearings concerning such matter.**

Section 2. This Ordinance Amendment shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

____________________________________
TOWN SOLICITOR

ADOPTED: ____________________________

____________________________________
TOWN COUNCIL PRESIDENT

____________________________________
TOWN CLERK

Summary:
TOWN OF SMITHFIELD, RHODE ISLAND PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on Tuesday, November 5, 2019 at 7:00 PM. The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Sections of the Smithfield Zoning Ordinance.

Summary: The proposed zoning ordinance amendment includes adding language to Article 12 - Comprehensive Permit for Low and Moderate Income Housing that require a Local Board of Review member to attend all hearings involving a Comprehensive Permit project in order to be eligible to vote on the project.

The specific amendment involves adding the following language to Article 12 Comprehensive Permit for Low and Moderate Income Housing, Section, 4(d), vii: “No member may vote on any matter before the board unless they have attended all hearings concerning such matter.”

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

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

BY ORDER OF THE TOWN COUNCIL. Suzanna L. Alba, President
MEMORANDUM
Date: October 30, 2019
To: Honorable Town Council
From: Gene Allen, Public Works Director

RE: Request to Approve Water Rates, Rules and Regulations of the 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 vote to approve the Rates, Rules and Regulations for the Smithfield Water Supply Board.

MOVED: That the Smithfield Town Council vote to approve the Rates, Rules and Regulations for the Smithfield Water Supply Board.
Memorandum

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.*
Town of Smithfield

Proposed FY 2020-FY 2022
Water Rates
Study Objectives
Why Rates Need to Increase

Designed to strengthen the enterprise fund

Rates valid for 3 Years

Rates contain funds for:
- Depreciation
- Capital improvements
- New debt

Water Rate Study
FY 2020-FY 2022
Water Rate Study FY 2020-FY 2022

Raise the minimum charge
- Raise gradually over next 3 years?

Step Rates
- Maintain current steps & ranges
  - 1st step: 1-100,000
  - 2nd step: 100,001-1,000,000
  - 3rd step: Over 1,000,000

Large rate increase
Fund Day to Day Operations, Fund Capital, Build Reserves

Private Fire Connection Charges are Accurate – Maintain Current Amounts

Fund Day to Day Operations, Fund Capital, Build Reserves
Route 7 Overpass Route 295
Water Main Break – Cost +$40,000
Over 1,000,000 gallons lost
# 3 Year Average Revenue Budget

## SMITHFIELD WATER DIVISION

### REVENUE REQUIREMENTS

<table>
<thead>
<tr>
<th>Account Description</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total</th>
<th>3 Year Average</th>
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<tr>
<td>Personnel Services</td>
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<td>$349,408</td>
<td>$362,631</td>
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<td>Operating Expenses</td>
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<td>Depreciation</td>
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<td>$160,000</td>
<td>$465,000</td>
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<td>Reserves</td>
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<td>$115,610</td>
<td>$120,450</td>
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<td>Interest - Current</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Principal - Proposed</td>
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<td>$225,000</td>
<td>$375,000</td>
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<td>$120,000</td>
<td>$177,000</td>
<td>$297,000</td>
<td>$99,000</td>
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<td>Meter Project</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$15,000</td>
<td>$5,000</td>
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<tr>
<td>Various Projects</td>
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<td>$75,000</td>
<td>$75,000</td>
<td>$225,000</td>
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Billed Water Consumption

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<tr>
<th>Step</th>
<th>Gallons</th>
<th>(000) Gallons</th>
<th>Customers in Range</th>
<th>Total Gallons</th>
<th>Number of Reads in Range</th>
<th>Total Reads in Range</th>
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<tbody>
<tr>
<td>Included in Minimum</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1st Step</td>
<td>1 - 100,000</td>
<td>51,323</td>
<td>1,151</td>
<td>17,087,561</td>
<td>382</td>
<td>34,235,647</td>
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<tr>
<td>2nd Step</td>
<td>100,001-1,000,000</td>
<td>75,831</td>
<td>362</td>
<td>20,930,596</td>
<td>100</td>
<td>54,900,801</td>
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<tr>
<td>3rd Step</td>
<td>Over 1,000,000</td>
<td>165,191</td>
<td>35</td>
<td>13,139,033</td>
<td>7</td>
<td>152,051,989</td>
</tr>
<tr>
<td>Total</td>
<td>292,346</td>
<td>1,548</td>
<td>51,157,190</td>
<td>489</td>
<td>1,059</td>
<td>241,188,437</td>
</tr>
</tbody>
</table>
Capital Plan FY 2020-2022

- Tank Rehabilitation, $3,000,000, 69%
- Distribution Upgrades, $1,364,000, 31%
- Large Meter Replacement, $15,000, 0%
Water Quality and Reliability

DEBT FINANCED - $2,800,000
• Repainting 3 Water Storage Tanks

DISTRIBUTION SYSTEM IMPROVEMENTS
WATER FUND FINANCED
• Installation of new water mains
  ➢ Improve water quality through looping mains
  ➢ Improve water reliability by providing redundant supply to neighborhoods
• Interconnection with neighboring water systems
• Leak Detection Program

WATER FUND FINANCED (continued)
• Rte. 7 over Rte. 295 Water Main Replacement Valve Replacements
• Hydrant Replacements Water Meter Replacement
• Douglas Pike Water Main
• Ridge Road Water Main
• Stillwater Road Water Main
• George Washington Highway Water Main
• Harris Road Water Main
## SMITHFIELD WATER DEPARTMENT
### Current vs Proposed Rates & Charges

<table>
<thead>
<tr>
<th></th>
<th>Current Rates 2019</th>
<th>Proposed Rates FY 2020 -2022</th>
<th>Dollar Difference</th>
<th>Percentage Difference</th>
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<tbody>
<tr>
<td><strong>Base Charge - Annual - Includes 0 gallons</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/8&quot; to 1&quot;</td>
<td>$40.00</td>
<td>$60.00</td>
<td>$20.00</td>
<td>50.00%</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$80.00</td>
<td>$120.00</td>
<td>$40.00</td>
<td>50.00%</td>
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<tr>
<td>2&quot;</td>
<td>$120.00</td>
<td>$180.00</td>
<td>$60.00</td>
<td>50.00%</td>
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<tr>
<td>3&quot;</td>
<td>$250.00</td>
<td>$375.00</td>
<td>$125.00</td>
<td>50.00%</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$400.00</td>
<td>$600.00</td>
<td>$200.00</td>
<td>50.00%</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$750.00</td>
<td>$1,125.00</td>
<td>$375.00</td>
<td>50.00%</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$1,300.00</td>
<td>$1,950.00</td>
<td>$650.00</td>
<td>50.00%</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$1,750.00</td>
<td>$2,625.00</td>
<td>$875.00</td>
<td>50.00%</td>
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<tr>
<td><strong>Meter Water Charges - Annual - per 1,000 Gallons</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1st Step 1-100,000 Gallons</td>
<td>$3.52</td>
<td>$4.88</td>
<td>$1.36</td>
<td>38.64%</td>
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<tr>
<td>2nd Step 100,001 - 1,000,000 Gallons</td>
<td>$4.18</td>
<td>$5.78</td>
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<tr>
<td>3rd Step Over 1,000,000 Gallons</td>
<td>$4.84</td>
<td>$6.66</td>
<td>$1.82</td>
<td>37.60%</td>
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<tr>
<td>Infrastructure Replacement Charge</td>
<td>$0.50</td>
<td>$0.50</td>
<td>$0.00</td>
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<tr>
<td>RI State Watershed &amp; Waster Quality per 1,000 Gallons</td>
<td>$0.30</td>
<td>$0.30</td>
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<td><strong>Private Fire Protection - Annual Charge</strong></td>
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<td></td>
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<tr>
<td>Hydrant</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
<td>0.00%</td>
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<tr>
<td>1 1/2&quot;</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$0.00</td>
<td>0.00%</td>
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<tr>
<td>4&quot;</td>
<td>$150.00</td>
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<td>0.00%</td>
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<tr>
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<tr>
<td>8&quot;</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>12&quot;</td>
<td>$350.00</td>
<td>$350.00</td>
<td>$0.00</td>
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## Impact Analysis - Residential

### SMITHFIELD WATER DEPARTMENT

#### IMPACT ANALYSIS - Annual Bill

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Quantity</th>
<th>Current Rates</th>
<th>Proposed Rates</th>
<th>Difference</th>
<th>Percentage Difference</th>
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<tbody>
<tr>
<td>5/8” Meter</td>
<td>1,000</td>
<td>$44.32</td>
<td>$65.68</td>
<td>$21.36</td>
<td>48.19%</td>
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<tr>
<td></td>
<td>5,000</td>
<td>$61.60</td>
<td>$88.40</td>
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<td></td>
<td>10,000</td>
<td>$83.20</td>
<td>$116.80</td>
<td>$33.60</td>
<td>40.38%</td>
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<tr>
<td></td>
<td>15,000</td>
<td>$104.80</td>
<td>$145.20</td>
<td>$40.40</td>
<td>38.55%</td>
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<tr>
<td></td>
<td>17,500</td>
<td>$115.60</td>
<td>$159.40</td>
<td>$43.80</td>
<td>37.89%</td>
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<tr>
<td></td>
<td>20,000</td>
<td>$126.40</td>
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<td></td>
<td>30,000</td>
<td>$169.60</td>
<td>$230.40</td>
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<td></td>
<td>37,500</td>
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<tr>
<td><strong>Average Low Consumption</strong></td>
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<td></td>
<td>50,000</td>
<td>$256.00</td>
<td>$344.00</td>
<td>$88.00</td>
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<tr>
<td></td>
<td>60,000</td>
<td>$299.20</td>
<td>$400.80</td>
<td>$101.60</td>
<td>33.96%</td>
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<tr>
<td><strong>Average Medium Consumption</strong></td>
<td>75,000</td>
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<td></td>
<td>84,000</td>
<td>$402.88</td>
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<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td><strong>Average High Consumption</strong></td>
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<td>$759.60</td>
<td>$188.00</td>
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<td></td>
<td>150,000</td>
<td>$721.00</td>
<td>$957.00</td>
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<td></td>
<td>171,000</td>
<td>$825.58</td>
<td>$1,095.18</td>
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<td></td>
<td>196,000</td>
<td>$950.08</td>
<td>$1,259.68</td>
<td>$309.60</td>
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## Impact Analysis - Commercial

### Quarterly Commercial Customers

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<tr>
<th>Size</th>
<th>Quantity</th>
<th>Current Rates</th>
<th>Proposed Rates</th>
<th>Difference</th>
<th>Percentage Difference</th>
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<tbody>
<tr>
<td>2&quot;</td>
<td>New Life Worship</td>
<td>7,480</td>
<td>$152.31</td>
<td>$222.49</td>
<td>$70.17</td>
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<td>6&quot;</td>
<td>North Providence Housing</td>
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Smithfield Water Department

*Based on current rates
** Based on proposed FY20 rate
Smithfield Water Department

Comparison of Rates - 75,000 Gallons Annually

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*Based on current rates
**Based on proposed FY20 rate
Smithfield Water Department

**Comparison of Rates - 150,000 Gallons Annually**

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*Based on current rates
** Based on proposed FY20 rate
Smithfield Water Department

Comparison of Rates - 1,500,000 Gallons Annually

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<th>East Smithfield*</th>
<th>Greenville Water**</th>
<th>Lincoln*</th>
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</thead>
<tbody>
<tr>
<td>Series1</td>
<td>$7,707.12</td>
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<td>$9,000.00</td>
<td>$11,814.22</td>
<td>$15,687.81</td>
</tr>
</tbody>
</table>

*Based on current rates
** Based on proposed FY20 rate
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
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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 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 Ordinance Measure 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
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 ratepayer 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
  - Adequately maintain and replace facilities as needed.
- **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 per 1,000 gallons usage</th>
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<td>Tier 1</td>
<td>(1-100,000 gallons)</td>
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</tr>
<tr>
<td>Tier 2</td>
<td>(100,001-1,000,000 gallons)</td>
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</tr>
<tr>
<td>Tier 3</td>
<td>(1,000,001 gallons and up)</td>
<td>$3.10</td>
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</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 may 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>$60,040.00</td>
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<tr>
<td>1 ½”</td>
<td>$120,080.00</td>
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<tr>
<td>2”</td>
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<tr>
<td>3”</td>
<td>$375,025.00</td>
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<tr>
<td>4”</td>
<td>$600,040.00</td>
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<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 $0.02925 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 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
4.4 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

4.4.5 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-Hildale plat; Lathams 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

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.

1.4.10 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

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 $2,502,500.00 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 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, 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.

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 are 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:
All water bills are payable on line at:


https://www.opaldnet.net/RIeGov/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 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.

If no payment has been 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 by the end of the second day noted on the door hanger termination date, the service will be terminated the following day.

2.7 5.1 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 petition the court for further relief. The Board typically requires $200, or 25% of the outstanding amount owed, whichever is greater, as security. The, the security will be applied to future invoices after one year after the filing of such bankruptcy petition.

2.8 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 5.22 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 SCRA shall be granted retroactively for up to a period of one year from the date of violation or delinquency.

2.9 Courtesy Notices:

402-796-5500
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 premise 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 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 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. 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
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 an existing meters with meter installation, the property owner shall be required, upon written notice from the Board, to purchase a 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 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 his/her authorized representative service, 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 will be borne by the owner.
3.9 8.1 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 8.2 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 9 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 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 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, if installed by the Board, the cost of installation 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>
</tr>
</tbody>
</table>
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, other than plans required to provide the Board’s water service.

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. 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.

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 8 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 A SEWER 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 9 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 40 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, 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) dollar water turn-on fee.

4.13 44 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 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 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 whatever, 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 onefiftyone hundred ($10010050.00) 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 be able to 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.
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-two ($32.00) 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 11-6635-7.

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

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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:

4927-7995-5599, v. 4
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 willfully 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 to receive notice of interruption of service. Failure of tenants or property owners to receive 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 and 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/, 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 an After service has been requested to be shut off by the property owner for any seasonal or other purposes reason (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) thirty-five twenty-five ($35.25) 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) thirty-five ($35.00) 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 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.
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>
</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>

- **TIER I.** The retail water rate for 1 gallon up to 100,000 gallons, shall be $4.88 per 1,000 gallons usage, effective immediately.
- **TIER II.** The retail water rate in excess of 100,001 gallons up to 1,000,000 gallons (one million), shall be $5.78 per 1,000 gallons usage, effective immediately.
- **TIER III.** The retail water rate in excess of 1,000,001 gallons (one million and one) and above, shall be $6.66 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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</thead>
<tbody>
<tr>
<td>3/4” to 1”</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>1 1/2”</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>
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</table>
ANNUAL SERVICE & FIRE CHARGES shall be as follows:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>SERVICE Charge</th>
<th>FIRE Charge</th>
<th>When Applicable</th>
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</thead>
<tbody>
<tr>
<td>5/8” to 1”</td>
<td>$606040.00</td>
<td>$100.00</td>
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<tr>
<td>1 ½”</td>
<td>$120,120,00</td>
<td>$120,00</td>
<td></td>
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<tr>
<td>2”</td>
<td>$180,180,420</td>
<td>$100.00</td>
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<td>3”</td>
<td>$375,375,250</td>
<td>$250.00</td>
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<tr>
<td>4”</td>
<td>$600,600,400</td>
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<td></td>
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<tr>
<td>6”</td>
<td>$1,125,125,750</td>
<td>$350.00</td>
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<td>8”</td>
<td>$1,950,950,300</td>
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<td></td>
</tr>
<tr>
<td>10”</td>
<td>$2,625,625,475</td>
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<tr>
<td>12”</td>
<td>$3,500.00</td>
<td></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.

4827-7995-5599, v. 4
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
SMITHFIELD WATER SUPPLY BOARD
(Smithfield Town Council)

SMITHFIELD WATER SUPPLY BOARD
TOWN MANAGER
(Smithfield Town Council)

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

WATER COMMISSIONER

WATER COMMISSIONER
(Public Works Director)
Smithfield Water Supply Board Advisory Commission

Town Manager

Water Commissioner

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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.
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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

4827-7995-5599, v. 4
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;
  o Day-to-day expenses for operating and maintaining the water system; and
  o Repair of facilities, as needed.

• Debt service (interest and principal) on revenue bonds, when applicable, and
  o 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
  o 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>Gallons</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/RUeGov/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 1/2”</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>
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 LAID 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&quot;</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 lability 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 Rate (per 1,000 gallons usage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 (1-100,000 gallons) $4.88</td>
</tr>
<tr>
<td>Tier 2 (100,001-1,000,000 gallons) $5.78</td>
</tr>
<tr>
<td>Tier 3 (1,000,001 gallons and up) $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 When Applicable</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.

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Inlet Pipe Fee</th>
<th>Connection Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4”</td>
<td>$600.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>6”</td>
<td>$1,125.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>8”</td>
<td>$1,950.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>10”</td>
<td>$2,625.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>12”</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

**OTHER CHARGES AND FEES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Health Connection</td>
<td>$1.50 per connection</td>
</tr>
<tr>
<td>Water Quality Protection Charge</td>
<td>$0.0292</td>
</tr>
<tr>
<td>Hydrant Fees</td>
<td>$250.00/year</td>
</tr>
<tr>
<td>Fire Flow Test Fees</td>
<td>$100</td>
</tr>
<tr>
<td>Shut-off and Turn-on Fees</td>
<td>$100 each</td>
</tr>
<tr>
<td>Lien Fee</td>
<td>$100</td>
</tr>
<tr>
<td>Removal of Lien</td>
<td>$50</td>
</tr>
</tbody>
</table>
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.
Proposed Motion:
That the Smithfield Town Council hereby authorizes scheduling a public hearing on December 17, 2019 to consider amendments to Chapter 126 of the Code of Ordinances entitled “Animals” to adopt Article IX entitled “Retail Sales of Dogs and Cats”.
Section 1. Chapter 126 of the Code of Ordinances entitled “Animals” is hereby amended by adding thereto Article IX entitled “Retail Sales of Dogs and Cats”.

Pet stores - Prohibition of the sale of dogs and cats.

126-51 [Generally.]

a) **Definitions.** [The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

**COMMERCIAL ESTABLISHMENT**
Any for profit business enterprise, including a sole proprietorship engaged in retail or wholesale commerce related to dogs and cats, including grooming parlors, canine day care, and boarding facilities.

**NON-PROFIT RESCUE ORGANIZATION**
Any Rhode Island non-profit corporation that is exempt from taxation under Internal Revenue Code, Section 501(c)(3) whose mission and practice is, in whole and significant part, the rescue and placement of dogs or cats; or any non-profit organization that is not exempt from taxation under Internal Revenue Code, Section 501(c)(3) but is currently an active rescue partner with a town shelter or humane society, whose mission is, in whole and significant part, the rescue and placement of dogs or cats.

b) It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog or cat in any pet store, retail business or other commercial establishment located in the Town of Smithfield.

c) Nothing in this section shall prevent the owner, operator, or employees of a pet store, retail business, or other commercial establishment located in the town from providing space and appropriate care for animals owned by a town animal shelter or animal control agency, humane society, or non-profit rescue organization and maintain those animals at the pet store retail business or other commercial establishment for the purpose of public adoption.

126-52 Violations and penalties.

Any person who violates, fails or refuses to comply with the provisions of this section shall be subject to a fine of not more than $500.00 for each separate offense or community service for a period of not more than 90 days or any combination of fine and/or community service. The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the
continuation of the violation may be subject to penalties as provided herein for each separate offense.

Section 2. This ordinance shall take effect thirty (30) days after its adoption.

Adopted:

________________________
Carol Aquilante, Town Clerk

________________________
Randy Rossi, Town Manager

Approved as to form and legality:

________________________
Anthony M. Gallone, Town Solicitor
Memorandum

DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Public Hearing on the transfer of a Class B-Victualler License from Rocco’s, LLC d/b/a “Rocco’s Pub & Grub”, to JNN, Inc. d/b/a “Rocco’s Pub & Grub”, for the November 5th Town Council Meeting

BACKGROUND:

Conduct a Public Hearing to consider approving the transfer of a Class B-Victualler License from Rocco’s, LLC d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike, to JNN, Inc. d/b/a “Rocco’s Pub & Grub”, to include outdoor seating and bar service, same location.

TOWN REVENUE:

The fee for a Class B-Victualler License is $600.00 for the year, however, in the case of a transfer there is no fee.

SUPPORTING DOCUMENTS:

Copy of license application
Copy of BCI – No Record
Notice of Public Hearing that appeared in the Valley Breeze on the following dates: October 24, 2019 & October 31, 2019
Copy of menu
Drawing of area where alcohol is to be served
TIP Cards
RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the transfer of a Class B-Victualler Beverage License from Rocco’s, LLC d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike, to JNN, Inc. d/b/a/ “Rocco’s Pub & Grub”, to include outdoor seating and bar service, same location, as applied, with the hours of operation to be Monday through Sunday, 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit, Certificate of Good Standing, final approval from the RI Department of Health, and the payment of outstanding tangible taxes.
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:

Outdoor Seating
+ Bar Service

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

Date of Application: 10/10/19

Type of License: CLASS B-VICTUALLER (FULL PRIVILEGE)

Name of Applicant: Joseph Bakleh

Resident Address: 54 S. Eagle Nest Dr., Lincoln, RI 02865

Operating Under Trade Name of: Rocco's Pub & Grub

Business Address: 55 Douglas Pike, Unit 1

Plat Lot

Date of Birth: 11/08/1983

Telephone: 401-533-7115

Telephone: 401-349-2250

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: Joseph Bakleh

Address: 54 S. Eagle Nest Dr., Lincoln, RI 02865

Title: President

DOB 11/06/83

Name: 

Address: 

Title: 

DOB 

Name: 

Address: 

Title: 

DOB 

Describe operation of business: Bar/Restaurant

Hours of Operation: 11:30am - 12am

Signature of Applicant: 

Title: President

Applies to business establishments only:

In case of emergency/person to contact

Name: Nicole Bakleh

Address: 54 S. Eagle Nest Dr., Lincoln, RI

Phone: 401-834-4410

Name: 

Address: 

Phone: 

For Official Use Only

Police Chief: 

Fire Chief: Michael A. Real

Building Official: 

Owner of premises: 

RI Dept.
of Health: 

Only if permits are pulled

At a meeting of the Smithfield Town Council, held on 11/15/19, the above stated application was:

( ) Approved  ( ) Denied

License #: 15

Date Issued: 

_________________________
POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 10/10/19

1. NAME OF CANDIDATE: (PRINT)
LAST: Bakhle
FIRST: Joseph
MIDDLE: Edward

MAIDEN NAME
11-08-1983

2. DATE OF BIRTH
54 S. Eagle Nest Dr, Lincoln, RI 02865

3. PLACE OF BIRTH
Rocco's Pub & Grub

4. CURRENT ADDRESS
Bar/Restaurant

5. NAME OF BUSINESS
55 Dougle's Pike Unit 1

6. TYPE OF BUSINESS
Yes

7. BUSINESS ADDRESS
Joseph Bakhle

8. IS BUSINESS INCORPORATED
If so, list officers:

9. BUSINESS PHONE
401-349-2250

10. HOME PHONE
401-533-7115

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>7/2013</td>
<td>Current</td>
<td>54 S. Eagle Nest Dr</td>
<td>Lincoln, RI</td>
</tr>
<tr>
<td>2/2008</td>
<td>7/2013</td>
<td>2904 Maple Brook Rd</td>
<td>Bellingham, MA</td>
</tr>
<tr>
<td>1995</td>
<td>2008</td>
<td>31 Wilbur Rd</td>
<td>Lincoln, RI</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. Julie Mailloux
ADDRESS: 25 Windsong Rd Cumberland RI 02864
PHONE: 401-338-5999

2. Darlene Carson
ADDRESS: 67 Tucker St Lincoln RI 02864
PHONE: 401-617-4480

CANDIDATE'S SIGNATURE: [Signature]
Witness: [Signature]
TO: JNN, Inc. d/b/a "Rocco's Pub & Grub", 55 Douglas Pike in the Town of Smithfield

TO: JNN, Inc. d/b/a "Rocco's Pub & Grub", same location

The above named application will be in order for a hearing at a meeting of the Town Council on November 5, 2019 at 7:00 p.m. in the Council Chamber, Smithfield Town Hall, 64 Farum Pike, Smithfield, at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. 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.

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

TOWN OF SMITHFIELD
INTOXICATING BEVERAGE

NOTICE IS HEREBY GIVEN, by the Smithfield Town Council of Smithfield serving as the Smithfield Licensing Board, that an application for a License to sell intoxicating beverages under the provisions of Title 3, of the General Laws of R.I., 1956, and any amendments thereto has been made to said Council as follows:

TRANSFER OF A CLASS B-VICTUALLER BEVERAGE LICENSE
(TO INCLUDE OUTDOOR SEATING AND BAR SERVICE)

Rocco's, LLC d/b/a "Rocco's Pub & Grub", 55 Douglas Pike in the Town of Smithfield

TO: JNN, Inc. d/b/a "Rocco's Pub & Grub", same location
Appetizers

Rocco's Calamari
breaded pan seared squid rings, chorizo, italian olives, fresh basil, lemon juice, peppers rings and garlic, served with a chorizo aioli
$8.95

Eggplant Gratin
layers of fried eggplant, herb-whipped ricotta, sweet italian sausage, house made tomato sauce, fresh herbs, capers, to...More
$7.95

Pub Cheese
made with vermont cheddar and horseradish served with bread-sticks and toasted brioche
$6.95

Onion Strings
crispy onion strings served with spicy mayonnaise
$4.95

Rocco's Fries
hand cut french fries tossed in garlic butter, chives, grated parmesan, and togarashi served with chipotle ketchup
$4.95

Pommes Souffle
crisp potato puffs with a gorgonzola and white truffle dip
$6.95

Rocco's Riblets
tender braised ribs in your choice of sauce. lime & peanut, barbecue, hot sauce
$9.95

Antipasto For Two
mortadella, dry cured salami, prosciutto, pickled vegetables, olives, roasted red peppers, mozzarella, parmigiano reggiano, toasted bread
$12.95

Salads

Rocco's Pub Caprese
fresh cut tomatoes, roasted tomatoes, mozzarella, fresh basil, balsamic glaze and extra virgin olive oil
$9.50

House Salad
mixed greens, cucumber, tomato, olives, parmigiano, reggiano honey balsamic vinaigrette
$8.95

Chef Salad
mixed greens, pickled red onion, cucumber, tomato, avocado, prosciutto di parma, crumbled goat cheese, orange basil vinaigrette
$9.50

Caesar Salad
house made caesar dressing, romaine hearts, shaved asiago and a toasted baguette
$9.95

Burgers & Sliders
Rocco's Pub Burger
Hereford beef with American cheese on the inside, crispy onion, ketchup, pickles
$8.50

Black And Blue Burger
Wisconsin blue cheese, applewood smoked bacon, sauteed mushrooms, caramelized onions
$9.95

Bacon And Avocado Burger
Applewood smoked bacon, sliced avocado, mozzarella, pickled red onion, chipotle avocado aioli
$9.95

Spicy Blue Burger
Rocco's hot sauce, melted blue cheese, blue cheese dressing, sliced celery
$9.95

Mushroom Burger
Crispy sauteed mushrooms, caramelized onions, Swiss cheese, honey truffle aioli
$9.95

Cheeseburger Sliders
3 burgers, American cheese, ketchup, lettuce, pickles
$6.95

Meatball Sliders
House made meatballs breaded in tomato sauce, herb-whipped ricotta
$7.95

Chicken Parmesan Sliders
Breaded and fried chicken cutlet, tomato sauce, mozzarella
$7.95

Shrimp Sliders
Two taco sliders, spiced shrimp, applewood smoked bacon, house made guacamole, chipotle mayo, cilantro
$9.95

Sandwiches, Wraps & Paninis

Steak And Cheese Sandwich
Torpedo roll, shaved steak, Rocco’s cheese sauce, caramelized onions, house mustard
$8.95

Cubano Club
Pastrami, Swiss cheese, house pickled cucumber and onion, Dijon mustard
$8.95

Ham And Cheese Panini
Black forest ham, Vermont cheddar, horseradish creme fraiche
$8.95

Chicken Caesar Wrap
Grilled chicken fresh cut romaine, Caesar dressing, croutons, shredded asiago
$8.95

Fish And Chip Sandwich
Potato chip encrusted cod filet, kettle cooked potato chips, tarter sauce, lettuce and tomato
$9.95

Chipotle Chicken Wrap
Grilled chicken, applewood smoked bacon, Swiss cheese, chipotle avocado mayonnaise, lettuce, tomato, sliced avocado
$8.95

Flatbreads

Pomodoro
Tomato sauce and mozzarella cheese
$9.95

Arrabiata
Pepperoni, hot Italian sausage, pepperoncini, mozzarella, house made tomato sauce, fresh basil
$9.95
Blanca
diced tomatoes, grated parmesan, baby spinach and balsamic vinaigrette
$11.95

Prosciutto And Arugula
fresh tomato, prosciutto di parma, arugula, mozzarella, white truffle oil
$12.95

Pastas

Rocco’s Ketel One Vodka Sauce
with rigatoni gigante
$9.95

Bolognese
house made sauce bolognese, bucatini pasta, graded parmesan, fresh oregano, red pepper flakes
$11.95

Chicken And Broccoli Rabe Cavatelli
fresh ricotta cavatelli, chicken thigh confit, broccoli rabe, roasted tomatoes, red peppers flakes, graded parmesan
$12.95

Meatball And Sausage
housemade meatballs, sweet italian sausage, handcrushed tomato sauce, graded parmesan, tortiglioni pasta
$12.95

Risotto Of The Day
chef inspired risotto based on the day’s freshest ingredients

Linguine With Littlenecks
steamed littlenecks, chorizo and garlic sauce, lemon black olives, flat leaf parsley, hand cut linguine
$15.95

Lobster Macaroni And Cheese
campanelle pasta, lobster meat, white truffle oil and four cheese alfredo, topped with bread crumbs and finished in the oven
$18.95

The Fat Italian

The Fat Italian
one- and-a- half feet of hot italian grinder. dry cured salami, mortadella, prosciutto, pepperoni, american and swiss ch.
More
Restaurant is not open yet today and I'm going there later today. So I'll have the 3 other tip cards.

Rocco Quattrocchi

Sent from my iPhone
Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on October 17, 2019
provided by Health Communications, Inc.
is hereby granted to:

Joe Bakleh

Certification to be sent to:
Rocco's Pub & Grub, Rocco's
55 Douglas Pike Unit 1
Smithfield RI, 02917-2388 USA
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for JNN, Inc. d/b/a “Rocco’s Pub & Grub”, for the November 5th Town Council Meeting

BACKGROUND:

JNN, Inc. d/b/a “Rocco’s Pub & Grub”, has applied for a new Victualling License for their business located at 55 Douglas Pike.

TOWN REVENUE:

Fee for a Victualling License is $50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Email from RI Department of Health

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for JNN, Inc. d/b/a “Rocco’s Pub & Grub”, 55 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, a copy of the Retail Sales Permit, final approval from the RI Department of Health, and the payment of outstanding tangible taxes.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

Date of Application: 10/10/19

Type of License: Victualling

Name of Applicant: Joseph Bakle

Resident Address: 54 S. Eagle Nest Dr., Lincoln, RI 02865

Operating Under Trade Name of: Rocco's Pub & Grub

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: Joseph Bake

Address: 54 S. Eagle Nest Dr., Lincoln, RI 02865

Title: President

DOB 11/08/1983

Business Address: 55 Douglas Pike

Business Name: Rocco's Pub & Grub

Telephone: 401-533-7115

Business Telephone: 401-349-2250

Describe operation of business:

Bar / Restaurant

Requested Hours of Operation:

5:30 pm - 12 am

Signature of Applicant: Joe Bake

Title: President

Applies to business establishments only:

In case of emergency/person to contact

Name: Nicole Bakle

Address: 54 S. Eagle Nest Dr., Lincoln, RI

Phone: 401-834-4410

For Official Use Only

Police Chief: X

Fire Chief: X

Building Official: Signature NOT REQUIRED

RI Dept. of Health: X

Owner of premises: Plate Lunch

At a meeting of the Smithfield Town Council, held on 11/5/19 the above stated application was:

( ) Approved ( ) Denied

License #: 110

Date Issued: ___________________________
1. NAME OF CANDIDATE: (PRINT)

   Last: Bacleh
   First: Joseph
   Middle: Edward

2. DATE OF BIRTH: 11-08-1983

3. PLACE OF BIRTH: Providence, RI

4. CURRENT ADDRESS: 54 S. Eagle Nest Dr, Lincoln, RI 02865

5. NAME OF BUSINESS: Rocco's Pub & Grub

6. TYPE OF BUSINESS: Bar/Restaurant

7. BUSINESS ADDRESS: 55 Douglas Pike Unit 1

8. IS BUSINESS INCORPORATED: Yes

9. BUSINESS PHONE: 401-349-2250

10. HOME PHONE: 401-533-7115

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>7/2013</td>
<td>current</td>
<td>54 S. Eagle Nest Dr</td>
<td>Lincoln, RI</td>
</tr>
<tr>
<td>7/2008</td>
<td>3/2008</td>
<td>2904 Maple Bank Rd</td>
<td>Bellingham, MA</td>
</tr>
<tr>
<td>1995</td>
<td>2008</td>
<td>31 Willow Rd</td>
<td>Lincoln, RI</td>
</tr>
</tbody>
</table>

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

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

13. List below two (2) character references

   1. Name: Julie Mailloux
      Address: 25 Winsong Rd, Cumberland, RI 02864
      Phone: 401-328-5999

   2. Name: Darlene Caron
      Address: 67 Tucker St, Lincoln, RI 02865
      Phone: 401-617-4480

   Candidate's Signature: [Signature]

   Witness: [Signature]
Sent from my iPhone

Begin forwarded message:

From: "Gaudreau, Shirley (RIDOH)" <Shirley.Gaudreau@health.ri.gov>
Date: October 28, 2019 at 12:33:01 PM EDT
To: "joebakleh@gmail.com" <joebakleh@gmail.com>
Cc: "DiMaio, Stephen (RIDOH)" <Stephen.DiMaio@health.ri.gov>
Subject: Rocco's

Hello Joe,

It was a pleasure to talking with you this morning.
I want to inform you that when you close on the business on November 5, 2020, Rhode Island Department of Health Center For Food Protection will do an opening inspection to verify that the facility meets minimum requirements. The final approval will be faxed over to the Town of Smithfield. We do opening inspection approvals when the new owner owns it.

Thank You,

Shirley Gaudreau,MS,RD,LD
Senior Environmental Health Food Specialist
Rhode Island Department of Health
Center For Food Protection
3 Capitol Hill
Providence, RI 02908
(401) 222-7718
Shirley.gaudreau@health.ri.gov
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for The Sevigny Group, LLC d/b/a “Smithfield Fitness”, for the November 5th Town Council Meeting

BACKGROUND:

The Sevigny Group, LLC d/b/a “Smithfield Fitness”, has applied for a new Victualling License, for their business located at 970 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

TOWN REVENUE:

Fee for a Victualling License is $50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Retail Sales Permit
State of RI Department of Health approval

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 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: 9-10-19

Type of License: Victualling - ONLY
Check One: New (✓) Renewal (☐) Amended ☐

Name of Applicant: Robert F. Sevigny, LLC

Resident Address: 291 Old Oxford Rd
Business Address: 970 Douglas Pike

Operating Under: The Sevigny Group LLC
Trade Name of: -nlbla - SMITHFIELD FITNESS

Requested Hours of Operation: M-F 5a 10p S/S 9-3

Signature of Applicant: [Signature] Title: Owner

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

Name: Address: Phone:

Name: Address: Phone:

Name: Address: Phone:

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: Fitness Center

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

( ) Approved ( ) Denied License #: 120

Date Issued: ____________________
POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

1. NAME OF CANDIDATE: (PRINT)
   Sevigny         Robert         Paul
   LAST           FIRST         MIDDLE

   MAIDEN NAME
   7-19-74

2. DATE OF BIRTH
   291 Old Oxford Rd. N. Smithfield

3. PLACE OF BIRTH
   Smithfield, RI

4. CURRENT ADDRESS
   Fitness Center

5. NAME OF BUSINESS
   The Sevigny Group LLC

6. TYPE OF BUSINESS
   IF SO, LIST OFFICERS

7. BUSINESS ADDRESS
   IF SO, LIST OFFICERS

   401-470-7420
   470-27B3D

9. BUSINESS PHONE
10. HOME PHONE

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

<table>
<thead>
<tr>
<th>From Mo./Yr.</th>
<th>To: Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 96</td>
<td>June 17</td>
<td>375 Wood Ave</td>
<td>Woonsocket</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. Rene Barone   24 Temple St. Woon
   NAME          ADDRESS     PHONE

2. Len Celeste   26 Forest Hill N. Smithfield
   NAME          ADDRESS     PHONE

CANDIDATE'S SIGNATURE: ____________________________________________
Witness: ____________________________________________
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DIVISION OF TAXATION

One Capitol Hill
Providence, RI 02908-5800

LICENSE FEE: $10.00
ID: 2-1140-5788

ISSUED TO:
SMITHFIELD FITNESS
970 DOUGLAS PIKE
SMITHFIELD, RI 02917-1840

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF TAXATION

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

NEENA SAVAGE
TAX ADMINISTRATOR

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 in the 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 28B-41.1-36-10. The failure to maintain or produce required records can result in 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.
To Whom It May Concern:

Name of Establishment: SMITHFIELD FITNESS

Address: 970 DOUGLAS PIKE
          SMITHFIELD, RI 02917

The above establishment/facility meets minimum requirement of the Rhode Island Department of Health as a FOOD BUSINESS: LESS THAN 50 SEATS, SHAKES

[Signature]
Supervisor Environmental Health Food Specialist

The information contained in this facsimile transmission is privileged and confidential, intended for the use of the addressee listed above. If the reader of this message is not the party intended on the receipt, or are notified the dissemination, copy, or distribution of this communication is prohibited. If this transmission is incomplete or if you have received it in error, please notify us.

LICENSE#: FYV33487

[Stamp]
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Holiday Sales License for The Sevigny Group, LLC d/b/a “Smithfield Fitness”, for the November 5th Town Council Meeting

BACKGROUND:

The Sevigny Group, LLC d/b/a “Smithfield Fitness”, has applied for a new Holiday Sales License for their business located at 970 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

TOWN REVENUE:

Fee for a Holiday Sales License is $50.00 per year

SUPPORTING DOCUMENTS:

Copy of 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 The Sevigny Group, LLC d/b/a “Smithfield Fitness”, as applied, subject to compliance with all State regulations and local ordinances.
DATE OF APPLICATION: 9-10-19

TYPE OF LICENSE: HOLIDAY SALES

NAME OF APPLICANT: Robert P. Sevigny

RESIDENT ADDRESS: 291 Old Oxford Rd

TRADE NAME: Smithfield Fitness

DATE OF BIRTH: 7-19-74

BUSINESS ADDRESS: 970 Douglas PK

RESIDENT BUSINESS ADDRESS: 82493

TELEPHONE: 401-480-7420

DESCRIPTIVE OPERATION: Fitness Center

HOURS OF OPERATION: M-F 5am 10pm $5 9-3

SIGNATURE OF APPLICANT: ____________________________

TITLE: Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

IN CASE OF EMERGENCY/PERSON TO CONTACT:

FOR OFFICIAL USE ONLY

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on

( ) Approved ( ) Denied

License #: 119

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

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 9-10-19

1. NAME OF CANDIDATE: (PRINT)
   Sevigny Robert Paul
   LAST FIRST MIDDLE

2. DATE OF BIRTH
   7-19-74

3. PLACE OF BIRTH
   Smithfield, RI

4. CURRENT ADDRESS
   Fitness Center

5. NAME OF BUSINESS
   The Sevigny Group LLC

6. TYPE OF BUSINESS
   INCORPORATED

7. BUSINESS ADDRESS
   IF SO, LIST OFFICERS

8. BUSINESS PHONE
   401-440-7420 (Cell)

9. HOME PHONE

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

   From Mo./Yr. To: Mo./Year St. No. & Name City & State
   June 17 Present: 391 Old Oxford Rd. N. Smithfield, RI
   May 96 June 17 375 Wood Ave. Woonsocket

11. 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.

12. List below two (2) character references

   1. Rene Burchessi 24 Temple St. Woonsocket 401-529-2762
   2. Len Celeste 26 Forest Hill N. Smithfield 401-482-2756

   CANDIDATE'S SIGNATURE: ___________________________ Witness: ___________________________
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF TAXATION

LICENSE FEE: $10.00
ID: 2-1140-5788

ISSUED TO:
SMITHFIELD FITNESS
970 DOUGLAS PIKE
SMITHFIELD, RI 02917-1840

DATE ISSUED: 10/04/2019

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

This permit, which authorizes the holder to collect the sales 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 stated, the permit must be returned to the Tax Administrator for collection. The 6 digit number, which appears in the upper left-hand corner of this permit is your Rhode Island Business Number. Do not use this number in the place of any federal or state tax identification number, such as an employer identification number. Each permit holder, as defined in R.I. Gen. Laws § 44-27-1, 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 § 44-27-8 and § 44-27-10. The failure to maintain or provide required records can result in the assessment 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
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for Robert A. D’Andrea d/b/a “Big D’s Variety”, for the November 5th Town Council Meeting

BACKGROUND:

Robert A. D’Andrea d/b/a “Big D’s Variety”, has applied for a new Victualling License for his business located at 200 Pleasant View Avenue, as applied, subject to compliance with all State regulations and local ordinances.

TOWN REVENUE:

Fee for a Victualling License is $50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Retail Sales Permit
State of RI Department of Health approval

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for Robert A. D’Andrea d/b/a “Big D’s Variety”, 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: 9/25/19
Type of License: Victualling — ONLY Check
Name of Applicant: Robert A. D’Andrea
Resident Address: 52 Coolidge Ave, RI 02828
Operating Under Trade Name of: Big D’s Variety

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: Variety Store
Requested Hours of Operation: 6:00 am 10:00 pm daily

Signature of Applicant: ___________________________ Title: Owner

Applies to business establishments only:

In case of emergency/person to contact
Name: Donna D’Andrea Address: 52 Coolidge Ave, Greenville, RI 02828 Phone: 401-487-9049
Name: Nina D’Andrea Address: 190 Pleasant View Ave, Smithfield, RI 02917 Phone: 401-487-8983

For Official Use Only

Police Chief: ___________________________ Fire Chief: ___________________________
Building Official: ___________________________ Owner of premises: ___________________________
RJ Dept. of Health: ___________________________

At a meeting of the Smithfield Town Council, held on 11/5/19 the above stated application was:

( ) Approved ( ) Denied License #: 121
Issued: ___________________________
SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 9-25-19

1. NAME OF CANDIDATE: (PRINT)
   D'Andrea Robert Anthony
   LAST MAIDEN NAME

2. DATE OF BIRTH
   7/25/57 Providence, RI

3. PLACE OF BIRTH
   Big D's Variety

4. CURRENT ADDRESS
   Connn. Street

5. NAME OF BUSINESS
   200 Pleasant View Ave - Unit 3

6. TYPE OF BUSINESS
   N/A

7. BUSINESS ADDRESS
   Smithfield, RI 02828

8. IS BUSINESS INCORPORATED
   N/A

9. BUSINESS PHONE
   401-618-7130

10. HOME PHONE
    401-949-4848

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>5/00</td>
<td>CURRENT</td>
<td>53 Coolidge Ave</td>
<td>Greenville, RI</td>
</tr>
<tr>
<td>12/84</td>
<td>5/00</td>
<td>16 Regan Williams</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

                        Warwick, RI 02886
                        PHONE: 401-341-6000
   2. Robert Cooper       ADDRESS: 18 Regan Williams Dr
                        Greenville, RI 02828
                        PHONE: 401-949-0975

CANDIDATE'S SIGNATURE: ____________________________
   Witness: ______________________________________
   Date: ___________________

*
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

BIG D'S VARIETY
200 PLEASANT VIEW AVE UNIT 3
SMITHFIELD, RI 02917-1790

LICENSE FEE: $10.00
ID: 2-1163-0426

ISSUED TO:
BIG D'S VARIETY
200 PLEASANT VIEW AVE UNIT 3
SMITHFIELD, RI 02917-1790

DATE ISSUED: 10/10/2019

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

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 piece 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 sale 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 § 44-19-21 and 280-RICR-20-74-12. 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.

NEENA SAVAGE
TAX ADMINISTRATOR
To Whom It May Concern:

Name of Establishment: BIG-D'S VARIETY

Address: 200 PLEASANT VIEW AVENUE, UNIT 3
SMITHFIELD, RI 02917

The above establishment/facility meets minimum requirement of the Rhode Island Department of Health as a FOOD BUSINESS: MARKET LICENSE 1-2 CASH REGISTERS

[Signature]
Supervisor Environmental Health Food Specialist

The information contained in this facsimile transmission is privileged and confidential, intended for the use of the addressee listed above. If the reader of this message is not the party intended on the receipt, do not notify the dissemination, copy, or distribution of this communication is prohibited. If this transmission is incomplete or if you have received it in error, please notify us.

LICENSE#:

Rhode Island Department of Health
Three Capitol Hill
Providence, RI 02908-5094
www.health.ri.gov

Date: October 10, 2019
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Holiday Sales License for Robert A. D’Andrea, d/b/a “Big D’s Variety”, for the November 5th Town Council Meeting

BACKGROUND:

Robert A. D’Andrea d/b/a “Big D’s Variety”, has applied for a new Holiday Sales License for his business located at 200 Pleasant View Avenue, as applied, subject to compliance with all State regulations, and local ordinances.

TOWN REVENUE:

Fee for a Holiday Sales License is $50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Retail Sales Permit

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Holiday Sales License for Robert A. D’Andrea d/b/a “Big D’s Variety”, 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: 9/25/19
Type of License: HOLIDAY SALES
Name of Applicant: Robert A. D'Andrea
Resident Address: 52 Coolidge Ave, Greenville, RI 02828
Operating Under Trade Name of: Big D's Variety

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: Variety Stone

Hours of Operation:

Signature of Applicant: Title: Owner

Applies to business establishments only:

In case of emergency/person to contact:
Name: Dina D'Andrea
Address: 52 Coolidge Ave, Greenville, RI 02828
Phone: 401-487-9049

Name: Vinit D'Andrea
Address: 160 Pleasant View Ave, Smithfield, RI 02917
Phone: 401-487-8783

Police Chief: Fire Chief: Owner of premises:

Building Official: Only if permits are pulled
RJ Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 11/5/19 the above stated application was:

( ) Approved ( ) Denied
License #: 120 Date Issued:

FEE: $50.00
SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, Ri 02917
(401-231-2500)

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 9.25.19

1. NAME OF CANDIDATE: (PRINT)
   D'Andrea
   LAST N/A
   MAIDEN NAME
   FIRST Anthony
   MIDDLE

2. DATE OF BIRTH
   7/25/57

3. PLACE OF BIRTH
   Providence, RI

4. CURRENT ADDRESS
   52 Coolidge Ave, Greenville, RI 02828
   STONE

5. NAME OF BUSINESS
   Big D's Variety

6. TYPE OF BUSINESS
   N/A

7. BUSINESS ADDRESS
   200 Pleasant View Ave, Unit 3, Smithfield, RI 02917
   N/A

8. IS BUSINESS INCORPORATED
   N/A
   IF SO, LIST OFFICERS

9. BUSINESS PHONE
   401-418-7130

10. HOME PHONE
    401-949-4848

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>5/06</td>
<td>CURRENT</td>
<td>52 Coolidge Ave</td>
<td>Greenville, RI</td>
</tr>
<tr>
<td>12/84</td>
<td>5/06</td>
<td>16 Roger Williams</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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>David DiMice</td>
<td>117 Metrocom Blvd, Suite 300</td>
<td>401-247-2000</td>
</tr>
<tr>
<td>Robert Coppit</td>
<td>18 Roger Williams Dr</td>
<td>401-474-9693</td>
</tr>
</tbody>
</table>

   CANDIDATE'S SIGNATURE: ______________________  Witness: ______________________
   Date D'Andrea

No Record
State of Rhode Island and Providence Plantations
Division of Taxation
One Capitol Hill
Providence, RI 02908-5800

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

BIG D'S VARIETY
200 PLEASANT VIEW AVE UNIT 3
SMITHFIELD, RI 02917-1798

LICENSE FEE: $10.00
ID: 2-1163-0426

ISSUED TO:
BIG D'S VARIETY
200 PLEASANT VIEW AVE UNIT 3
SMITHFIELD, RI 02917-1798

DATE ISSUED: 10/10/2019

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF TAXATION

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

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 or is issued to 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 in the 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 sale 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-RCR-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
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Holiday Sales License for Douglas Cochrane d/b/a “Releaf Center”, 375 Putnam Pike, #21 for the November 5th Town Council Meeting

BACKGROUND:

Douglas Cochrane d/b/a “Releaf Center”, has applied for a new Holiday Sales License for his business located at 375 Putnam Pike #21.

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 Douglas Cochrane d/b/a “Releaf Center”, 375 Putnam Pike #21, as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

FEE: $50.00

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

Date of Application: 6-9-19

Type of License: HOLIDAY SALES

Name of Applicant: Douglas C. Cobb

Resident Address: 121 North St. Paul

Trade Name of: Retail

If incorporated, fill in necessary information: State: TX, Date of Birth, Partner's Name (Other than person applying) (Res., Vice
Pres., Sec., etc., Texas)

Name: Douglas C. Cobb Address: 121 North St. Paul Title: President DOB: 9/5/66

Describe operation of business: Retail

Hours of Operation: Mon-Sat 10-7

Signature of Applicant: ___________________________ Title: President

Applies to business establishment only:

Police Chief: "Official Use Only"/Signature NOT REQUIRED

Building Official: "Official Use Only"/Signature NOT REQUIRED

Health Department: "Official Use Only"/Signature NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 11/5/19

( ) Approved ( ) Denied

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

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 10-9-19

1. NAME OF CANDIDATE: (PRINT)
   Cochran  Douglas  Andrew
   LAST     FIRST  MIDDLE

   MAIDEN NAME  9-3-68

2. DATE OF BIRTH  13 Brookfield St, Bellington, MO 0209

3. PLACE OF BIRTH  Concord, N.H.

4. CURRENT ADDRESS  375 Putnam Pkwy #21

5. NAME OF BUSINESS 

6. TYPE OF BUSINESS  YES

7. BUSINESS ADDRESS  

8. IS BUSINESS INCORPORATED  IF SO, LIST OFFICERS
   Cochran

9. BUSINESS PHONE  401-757-6871

10. HOME PHONE  508-922-5656

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>
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<tr>
<td></td>
<td></td>
<td></td>
<td></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. JOHN GORDON  375 Putnam Pkwy #21
      NAME  ADDRESS
      COBBLE HILL, RI  401-543-4077

   2. ALI CALIARI  230 Main St
      NAME  ADDRESS
      BUSHNELL, MA  401-545-5405

   CANDIDATE’S SIGNATURE:  
   Witness:  

   PHONE  401-545-5405

   PHONE  401-543-4077
RELEAF CENTER LLC
375 PUTNAM PIKE STE 21
SMITHFIELD, RI 02917-2455

LICENSE FEE: $10.00
ID: 2-1129-1586

ISSUED TO:
RELEAF CENTER LLC
375 PUTNAM PIKE STE 21
SMITHFIELD, RI 02917-2455

DATE ISSUED: 09/25/2019

This permit, which authorizes the holder to collect the sales 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 the purpose 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 sale 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-20-70-17. 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
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One-Day Beer/Wine License for a Night of Music at the Museum to be held at the Smith Appleby House for the November 5th Town Council Meeting

BACKGROUND:

The Smith Appleby House has applied for a One-Day Beer/Wine License to hold a fundraiser to benefit the Smithfield Historical Society. Wine, cheese and hors d’oeuvres will be served along with the music of The Col ‘Areo String Quartet.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
Copy of TIP Card
Letter of explanation
Copy of liability insurance

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a One-Day Beer/Wine License for the Smith Appleby House, 220 Stillwater Road, to hold a fundraiser to benefit the Smithfield Historical Society on Saturday,
November 23, 2019, from 6:00 p.m. to 9:00 p.m., as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

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

Date of Application: 10/07/19
Check

Type of License: CLASS-F (BEER & WINE) One:

Name of Applicant: MARGARET BOTEILHO

Resident Address: 220 STILLWATER RD.

Operating Under Trade Name of : SMITH-APPLEBY HOUSE MUSEUM

Date of Birth: 3/12/53

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: SMITH-APPLEBY HOUSE MUSEUM

Hours of Operation: NOV. 23, 2019  MUSIC AT THE MUSEUM 6-9

Signature of Applicant: Margaret Boteilho

Applies to business establishments only: ________

In case of emergency/person to contact

Name: ___________________________ Address: ___________________________ Phone: ___________________________

Name: ___________________________ Address: ___________________________ Phone: ___________________________

At a meeting of the Smithfield Town Council, held on 11/5/19, the above stated application was:

( ) Approved  ( ) Denied License #: 14 Date Issued:

FEE: $15.00 Per Day

SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED
SMITHFIELD POLICE DEPARTMENT
215 Pleasant View Avenue, Smithfield, RI 02917
(401-231-2500)

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: __________

1. NAME OF CANDIDATE: (PRINT)
   
   Botelho
   LAST
   Margaret
   FIRST
   Ann
   MIDDLE
   Delahunt
   MAIDEN NAME
   3/12/1953
   2. DATE OF BIRTH
   172 Ridge Rd Smithfield
   3. PLACE OF BIRTH
   Dunrobin, Ont. Canada
   4. CURRENT ADDRESS
   Museum Volunteer
   5. NAME OF BUSINESS
   6. TYPE OF BUSINESS
   7. BUSINESS ADDRESS
   8. IS BUSINESS INCORPORATED
   IF SO, LIST OFFICERS
   YES
   NO
   9. BUSINESS PHONE
   10. HOME PHONE
   401-233-2679
   401-529-0984
   11. List below each address which you have maintained beginning with your current address:

<table>
<thead>
<tr>
<th>From Mo./Yr.</th>
<th>To: Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1993</td>
<td>Present /2019</td>
<td>172 Ridge Rd</td>
<td>Smithfield RI</td>
</tr>
<tr>
<td>1993</td>
<td>1993</td>
<td>Brentwood Apt</td>
<td>No Providence RI</td>
</tr>
<tr>
<td>1989</td>
<td>1991</td>
<td>Balance Rock Apt</td>
<td>Shelton, CT</td>
</tr>
</tbody>
</table>

   12. Have you ever been arrested or detained by any police agency? ________ X ________
   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. Debra Cote
      NAME
      499 Murray St Harrisville
      ADDRESS
      401-486-6964
      PHONE

   2. Jim Ignasher
      NAME
      40 Strague St Smithfield
      ADDRESS
      401-949-0931
      PHONE

   CANDIDATE’S SIGNATURE: Margaret Botelho
   Witness: Lisa D'Arcy
   10/11/19
From: Dennis Botelho <ddbmd1@aol.com>
To: smithappleby <smithappleby@aol.com>
Date: Wed, Oct 23, 2019 9:09 am
Attachments: IMG_4359.JPG (178K)

Sent from my iPhone

Attached Images

![Image](https://mail.aol.com/webmail-std/en-us/PrintMessage)
October 23, 2019

Town of Smithfield
Town Council

Regarding: Request for a Permit to Serve Wine
Nov. 23, 2019, from 6:00 – 9:00 pm

Dear Town Council:

The Historical Society of Smithfield is planning an evening of music, wine, cheese, & hors de oeuvres, on November 23, 2019, at the Smith-Appleby House Museum. We have obtained a certified bartender who will serve wine to our guests, and tickets are $30.00 per person, reservation required. This event is a fund raiser for the Historical Society to raise funds to support the Smith-Appleby House.

The musicians are the Col 'Areo String Quartet, who are donating their time. We hope to provide a very enjoyable evening.

The Historical Society of Smithfield is extremely grateful for the support of our town to protect this historic structure. The Smith-Appleby House is, and should be, a matter of pride for the Town of Smithfield.

Thanking you for your consideration of this request.

Respectfully,

Maggie Botelho
Treasurer pro tem
**Certificate of Insurance**

**Produc**
Iannitelli Agency, Inc.
PO Box 601
Greenville, RI 02828-0601

**Insured**
Historical Society of Smithfield, Inc.
220 Stillwater Road
Smithfield, RI 02917

**Coverage**

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>NAME</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Acceptance Indemnity Ins. Co.</td>
<td>$2,000,000, $1,000,000, $100,000</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certificate Holder**

Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

[Signature]
Memorandum

DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Application for an amendment to a Peddler’s License for NELF, Inc., d/b/a “New England Lemonade” for the November 5th Town Council Meeting

BACKGROUND:

NELF, Inc. d/b/a “New England Lemonade”, currently has a valid Peddler’s License with the Town of Smithfield to sell only frozen lemonade. Mr. Lombardi would like to amend his license to include selling Christmas trees and Christmas like items from November 27, 2019 through December 24, 2019.

TOWN REVENUE:

There is no fee to amend a Peddler’s License

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No record
Letter of consent from Rhode Island Fruit Syrup

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve an amendment to an existing Peddler’s License for NEFL, Inc. d/b/a “New England Frozen Lemonade”, 15 Indian Head Trail to include selling Christmas trees, 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 requested information.

Date of Application: 10-24-19
Type of License: Peddlers
Name of Applicant: Robert Lombardi
Resident Address: 15 INDIAN HEAD TRAIL
Operating Under Trade Name of: NEW ENGLAND LEMONADE
If incorporated, fill in necessary information: State of incorporation officer's name, address, and phone number
Name: NEW ENGLAND LEMONADE Address: 280 DOUGLAS AVE
Name: ___________________________________ Address: ___________________________ Title:
Name: ___________________________________ Address: ___________________________ Title:
Name: ___________________________________ Address: ___________________________ Title:

DESCRIBE GOODS TO BE SOLD: CHRISTMAS TREES

Signature of Applicant: Robert Lombardi

Applies to business establishments only: In case of emergency/person to contact
Name: Anthony Lombardi Address: 45 GRACE ST. WAR. R.I Phone: 401 738-7267
Name: ___________________________________ Address: ___________________________ Phone:

For Official Use Only

At a meeting of the Smithfield Town Council, held on 11/5/19 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: 10.24.19

1. NAME OF CANDIDATE: (PRINT)

Lombardi: Robert R

LAST NAME: WARWICK

MAIDEN NAME: B. 1961

2. DATE OF BIRTH

15 Indian Head Trail Smithfield

3. PLACE OF BIRTH

4. CURRENT ADDRESS

SEASONAL

5. NAME OF BUSINESS

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

9. BUSINESS PHONE

401-274-3255

10. HOME PHONE

401-949-4234

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>
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<tbody>
<tr>
<td>JUNE, 1997</td>
<td>PRESENT</td>
<td>15 INDIAN HEAD TR</td>
<td>SMITHFIELD, RI</td>
</tr>
</tbody>
</table>

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

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

13. List below two (2) character references

1. Charles Smith

NAME: TOWN - GARAGE

ADDRESS

2. Dave Cook

NAME: CONTINENTAL DRIVE SMITHFIELD

ADDRESS

CANDIDATE'S SIGNATURE: Robert Lombardi

Witness:
October 24, 2019

To whom it may concern:

Please accept this letter as permission for Robert Lombardi, owner of New England Lemonade, to use a section of our property at RI Fruit & Syrup, located at 333 Waterman Avenue, to sell Christmas trees and such like items from November 27th through December 24th.

If you have any questions, please call us at 401-231-0040.

Sincerely,

Marjorie Feldman Wood
Owner
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Massage Therapy License for the November 5th Town Council Meeting

BACKGROUND:

Limary M. Morel Brown has applied for a new Massage Therapy License to conduct therapeutic massage at “Massage by Mari”, 359 Putnam Pike.

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

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Massage Therapy License for Limary M. Morel Brown, 230 Leah Street, Providence, RI, to conduct therapeutic massage at “Massage by Mari”, located at 359 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.
PLEASE PRINT:
Note: Please fill in ALL the necessary information.

Date of Application: ________________
Type of License: MASSAGIST (MASSAGE THERAPY)
Name of Applicant: Luymary M. Brown
Resident Address: 230 Lea St, Prov, RI 02908
Operating Under Trade Name of: Massage by Mary
Date of Birth: ________________

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: Massage Therapy Office.

Hours of Operation: Tues.-Fri. 10am-5pm; Sat & Sun 10am-3pm.

Signature of Applicant: ___________________________ Title: Owner

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

Name: Charles Brown Address: 220 Lea St, Prov, RI 02908 Phone: 401-569-7984
Name: Lexi Brown Address: 230 Lea St, Prov, RI 02908 Phone: 919-268-6880

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

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

   Moore Brown

   LAST
   Moore

   MAIDEN NAME
   12/1/75

   FIRST
   Lirmary

   MIDDLE
   N.

2. DATE OF BIRTH
   230600, last Pier 17/24/8

3. PLACE OF BIRTH
   Hackensack, NJ

4. CURRENT ADDRESS
   Massage Therapy

5. NAME OF BUSINESS

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED
   IF SO, LIST OFFICERS

9. BUSINESS PHONE
   401-353-3789

10. HOME PHONE
    401-346-7313

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

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<tr>
<th>From Mo./Yr.</th>
<th>To: Mo./Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
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</thead>
<tbody>
<tr>
<td>May 2005</td>
<td>Current</td>
<td>930 Locust St.</td>
<td>Providence RI</td>
</tr>
<tr>
<td>Nov 2004</td>
<td>May 2005</td>
<td>73 Hawes St.</td>
<td>Cranston 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. Lisa Alida
      NAME: Bucherhout St Mottkau, NJ
      PHONE: 401-717-1090
      ADDRESS: Buccherout St Montekau, NJ

   2. Krystel Poleza
      NAME: Ruzi St, Cranston RI
      PHONE: 413-575-6030
      ADDRESS: Ruzi St, Cranston RI

   CANDIDATE’S SIGNATURE: [Signature]
   Witness: [Signature]
October 22, 2019

Town of Smithfield  
Smithfield, R.I.

To Whom It May Concern:

I am writing in regard to the move of Massage by Mari to the Town of Smithfield, R.I. I have been a client of this business for approximately four years. While my original contact with the business was through a Groupon, I was quite pleased with the people and the business that this Groupon brought me to. I have had monthly massages since that time from Mari, and from many of her associates. I have found them all to be excellent in their practice of massage. I look forward eagerly every month to my session, and I have never been disappointed. They are extremely skilled, professional, and caring in their practice of massage. All sessions begin on time, are carried out in extremely comfortable settings, and are sure to meet all of my needs concentrating on any areas that I specify, and avoiding any problem areas that I wish to exclude. I have never been happier with any business that I have dealt with.

As I read what I have written, I see that it is somewhat misleading. It makes Massage by Mari sound like just a business. It is so much more than that. The massage therapists that work there seem to consider themselves more a family. Long term clients are absorbed into that family. I really feel that Mari and her employees are extensions of my family, or at least very good friends. I have come to know Mari, and her husband Challz, very well. I have met their three children. While I haven’t met her mother or siblings I feel like I know them all through our conversations. My husband and daughter are equally impressed with Mari and Challz. They are lovely people who I am lucky to have as friends/extended family.

When anyone enters the office and is greeted by Challz or Mari, they cannot help but relax and feel happy, looking forward to a wonderful experience. North Providence’s loss is Smithfield’s gain. You are gaining a wonderful business.

Sincerely,

Robin K. Montvilo
Professor, Psychology
Rhode Island College
To: The Town of Smithfield  
Re: Character Reference for Ms. Limary Morel Brown

Dear Town of Smithfield,

I have known Ms. Limary Morel Brown for over twenty years in a variety of capacities. I am a long-standing client at Massage By Mari, a business she has built from the ground up. I have also worked with her in my capacity as Board Member for a non-profit organization, which her business has supported for many years through generous donations. Limary is someone who is committed to growing her business while making sure she is giving back to her community. In addition, I am fortunate to call her a friend and part of my family through marriage.

In her capacity as a business owner and my massage therapist, I have experienced nothing but professionalism, excellent customer service and attention to the needs of her clients. Her business has always stood out for its cleanliness and welcoming environment. She has also employed multiple massage therapists who have been working there for years. A true testament to the effort she puts in to have a work environment that is rewarding and appreciates its team. As she moves her business to the town of Smithfield I know that she will bring with her an excellent reputation which she has worked so hard to maintain.

I have no doubt that she will bring a booming business to the town of Smithfield, along with integrity and a commitment to the community.

Please do not hesitate to reach out to me if you have any questions.

Sincerely,

Lisa Abreu Morel  
(401)749-1690  
abreumorel@gmail.com
To Whom It May Concern:

Hello. I am writing in reference to Limary Brown. I have known Limary for over 12 years. I met her while we were both working at Waste Management in Mansfield, MA. As this was my first role out of college, Limary was very welcoming and willing to help me learn and grow in the organization. She was truly missed and there was a hole in the company when she left to pursue her next journey. Not only has Limary been successful in starting her own business but it has continued to grow over the years, where she has been thoughtful and intentional in doing so. She takes extreme pride in her business and the clients she serves.

Not only am I a client of Limary’s but consider her a dear friend. She has persevered in any challenge in her life and does it with a smile on her face. She is present, available and truly an amazing soul. I am thankful to have met her and be a part of her life.

Sincerely,

Krystal Potenza
October 22, 2019

RE: Character Reference for Limary Brown

To Whom It May Concern:

I have known Limary Brown for several years. I met her through mutual friends but I really started to connect with her when we both attended a nonprofit event to support continuing education for unprivileged youth. She was a regular at these events. Limary has donated her services and has volunteered her time to improve her community. Limary is not just a giving person but an amazing friend, daughter, aunt, mother and business woman. She inspires positivity even in the worst scenarios. She has faced difficult times in her life and she seems to rise on top of these stressful situations with her bright positive attitude.

During the course of our friendship, Limary has been honest and trustworthy. She is always willing to go above and beyond for others such as her family, friends and community. She is a sincere individual with a great heart and spirit. I am honored and proud to call Limary my friend and part of my family.

Sincerely,

Giza Baez
October 29, 2019

Limary Morel Brown Letter Of Recommendation

To Whom It May Concern,

I can attest to the level of professionalism, compassion, dedication and sheer willpower of Mari Brown. I have watched her achieve goal after goal and ascend to new heights or levels of achievement over the last 20 plus years.

I have seen her raise three children all while constantly maintaining suitable employment that would eventually allow her the knowledge and fortitude to create and sustain her own company.

Mari has constantly chosen to elevate herself and become the controller of her own destiny. She has amassed a great following along with winning over many constituents and clients who have crossed her path. This is not by accident. Mari sparkles and draws people in with a radiance of positive light. Maybe that’s why she chose to be a massage therapist, using that radiant light to help, heal and humanize those who need it.

Sincerely,

Charles L. Brown Sr.
The Salter School

This certifies that

Limary M. Morel-Brown

Has successfully completed 900 hours in the prescribed course of study in

Massage Therapy

And is thereby awarded this

Certificate of Graduation

This 20th day of May, 2010

Lori Noel
Program Director

Susan Pierce
Director of Education
State of Rhode Island and Providence Plantations

Department of Health

This certifies that

Limary Magdalena Morel Brown

is a

Massage Therapist

and is hereby authorized to so act under the authority of the laws of the State of Rhode Island and Providence Plantations.

MT01907
Lic. No. ________________

[Signature]
DIRECTOR OF HEALTH

Issued November 1, 2011
Department of Health

<table>
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<tr>
<th>License No:</th>
<th>MT01907</th>
<th>Profession:</th>
<th>Massage Therapist</th>
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<td>License Status:</td>
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<td>Issue Date:</td>
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</table>

Education Information

School Name: SALTER SCHOOL  Graduated: 5/20/2010

Specialty Information

No Specialty Information

Disciplinary Action

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

See Board Disciplinary Listings at: http://www.mass.gov/DH/disciplinaryactions

[Close this window to return to the search results.]
DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Massage Establishment License for the November 5th Town Council Meeting

BACKGROUND:
Limary M. Morel Brown d/b/a “Massage by Mari”, has applied for a new Massage Establishment License for their business located at 359 Putnam Pike.

TOWN REVENUE:
The cost of a Massage Establishment License is $100.00.

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

RECOMMENDED MOTION:
Move that the Smithfield Town Council approve a new Massage Establishment License, as applied, subject to compliance with all State regulations and local ordinances:
1. Limary M. Morel Brown d/b/a “Massage by Mari”, 359 Putnam Pike
FEE: $100.00

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

PLEASE PRINT:
Note: Please fill in ALL the necessary information.
Date of Application: ________________ Check
Type of License: MASSAGE
ESTABLISHMENT

Name of Applicant: Lorraine M. Betty Brown

Resident Address: 230 Leah St, Pawtucket, RI 02861
Business Address: 359 Putnam Pike, Smithfield, RI 02917
Telephone: 401-353-3797

Date of Birth: Dec 9, 1975

Operating Under: Massage Therapy Office
Trade Name of: Massage Therapy Office

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: Massage Therapy Office

Hours of Operation: Tues-Thurs 9am-8pm  Sat-Sun 10am-5pm

Signature of Applicant: ________________________________ Title: Owner

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

Name: Charles Brown Address: 230 Leah St, Pawtucket, RI 02861 Phone: 401-353-7952
Name: Lexi Brown Address: 230 Leah St, Pawtucket, RI 02861 Phone: 929-268-1680

For Official Use Only

Police Chief: [Signature]
Fire Chief: [Signature]
Building Official: [Signature]
Owner of premises: [Signature]
RI Dept. of Health: [Signature]

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

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

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: Oct 21, 19

1. NAME OF CANDIDATE: (PRINT)
   Last: Brown
   First: Lyman
   Middle: M.

2. DATE OF BIRTH
   12/19/75

3. PLACE OF BIRTH
   Hackensack, NJ

4. CURRENT ADDRESS
   Massage Therapy

5. NAME OF BUSINESS
   Body & Soul

6. TYPE OF BUSINESS
   Massage Therapy

7. BUSINESS ADDRESS
   2304 Elm St

8. IS BUSINESS INCORPORATED
   Yes

9. BUSINESS PHONE
   401.353.3789

10. HOME PHONE
    401.314.7313

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>May 2005</td>
<td>Current</td>
<td>2304 Elm St</td>
<td>Providence, RI</td>
</tr>
<tr>
<td>Nov 2004</td>
<td>May 2005</td>
<td>72 Havens St</td>
<td>Cranston, RI</td>
</tr>
<tr>
<td>Aug 2000</td>
<td>Nov 2004</td>
<td>128 Clay St</td>
<td>Palestine, 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. Lisa Allice
      Name: Lisa Allice
      Address: 134 Chestnut St
      Phone: 401.717.1670
      Relationship: Friend

   2. Kristin Polenzo
      Name: Kristin Polenzo
      Address: 124 Rudder St
      Phone: 413.575.6030
      Relationship: Colleague

   CANDIDATE'S SIGNATURE: ____________________________
   Witness: ____________________________
October 22, 2019

Town of Smithfield
Smithfield, R. I.

To Whom It May Concern:

I am writing in regard to the move of Massage by Mari to the Town of Smithfield, R.I. I have been a client of this business for approximately four years. While my original contact with the business was through a Groupon, I was quite pleased with the people and the business that this Groupon brought me to. I have had monthly massages since that time from Mari, and from many of her associates. I have found them all to be excellent in their practice of massage. I look forward eagerly every month to my session, and I have never been disappointed. They are extremely skilled, professional, and caring in their practice of massage. All sessions begin on time, are carried out in extremely comfortable settings, and are sure to meet all of my needs concentrating on any areas that I specify, and avoiding any problem areas that I wish to exclude. I have never been happier with any business that I have dealt with.

As I read what I have written, I see that it is somewhat misleading. It makes Massage by Mari sound like just a business. It is so much more than that. The massage therapists that work there seem to consider themselves more a family. Long term clients are absorbed into that family. I really feel that Mari and her employees are extensions of my family, or at least very good friends. I have come to know Mari, and her husband Challz, very well. I have met their three children. While I haven’t met her mother or siblings I feel like I know them all through our conversations. My husband and daughter are equally impressed with Mari and Challz. They are lovely people who I am lucky to have as friends/extended family.

When anyone enters the office and is greeted by Challz or Mari, they cannot help but relax and feel happy, looking forward to a wonderful experience. North Providence’s loss is Smithfield’s gain. You are gaining a wonderful business.

Sincerely,

Robin K. Montvilo
Professor, Psychology
Rhode Island College
To: The Town of Smithfield  
Re: Character Reference for Ms. Limary Morel Brown

Dear Town of Smithfield,

I have known Ms. Limary Morel Brown for over twenty years in a variety of capacities. I am a long-standing client at Massage By Mari, a business she has built from the ground up. I have also worked with her in my capacity as Board Member for a non-profit organization, which her business has supported for many years through generous donations. Limary is someone who is committed to growing her business while making sure she is giving back to her community. In addition, I am fortunate to call her a friend and part of my family through marriage.

In her capacity as a business owner and my massage therapist, I have experienced nothing but professionalism, excellent customer service and attention to the needs of her clients. Her business has always stood out for its cleanliness and welcoming environment. She has also employed multiple massage therapists who have been working there for years. A true testament to the effort she puts in to have a work environment that is rewarding and appreciates its team. As she moves her business to the town of Smithfield I know that she will bring with her an excellent reputation which she has worked so hard to maintain.

I have no doubt that she will bring a booming business to the town of Smithfield, along with integrity and a commitment to the community.

Please do not hesitate to reach out to me if you have any questions.

Sincerely,

Lisa Abreu Morel
(401)749-1690
abreumorel@gmail.com
To Whom It May Concern:

Hello. I am writing in reference to Limary Brown. I have known Limary for over 12 years. I met her while we were both working at Waste Management in Mansfield, MA. As this was my first role out of college, Limary was very welcoming and willing to help me learn and grow in the organization. She was truly missed and there was a hole in the company when she left to pursue her next journey. Not only has Limary been successful in starting her own business but it has continued to grow over the years, where she has been thoughtful and intentional in doing so. She takes extreme pride in her business and the clients she serves.

Not only am I a client of Limary’s but consider her a dear friend. She has persevered in any challenge in her life and does it with a smile on her face. She is present, available and truly an amazing soul. I am thankful to have met her and be a part of her life.

Sincerely,

Krystal Potenza
October 22, 2019

RE: Character Reference for Limary Brown

To Whom It May Concern:

I have known Limary Brown for several years. I met her through mutual friends but I really started to connect with her when we both attended a nonprofit event to support continuing education for unprivileged youth. She was a regular at these events. Limary has donated her services and has volunteered her time to improve her community. Limary is not just a giving person but an amazing friend, daughter, aunt, mother and business woman. She inspires positivity even in the worst scenarios. She has faced difficult times in her life and she seems to rise on top of these stressful situations with her bright positive attitude.

During the course of our friendship, Limary has been honest and trustworthy. She is always willing to go above and beyond for others such as her family, friends and community. She is a sincere individual with a great heart and spirit. I am honored and proud to call Limary my friend and part of my family.

Sincerely,

Giza Baez
October 29, 2019

Limany Morel Brown  Letter Of Recommendation

To Whom It May Concern,

I can attest to the level of professionalism, compassion, dedication and sheer willpower of Mari Brown. I have watched her achieve goal after goal and ascend to new heights or levels of achievement over the last 20 plus years.

I have seen her raise three children all while constantly maintaining suitable employment that would eventually allow her the knowledge and fortitude to create and sustain her own company.

Mari has constantly chosen to elevate herself and become the controller of her own destiny. She has amassed a great following along with winning over many constituents and clients who have crossed her path. This is not by accident. Mari sparkles and draws people in with a radiance of positive light. Maybe that’s why she chose to be a massage therapist, using that radiant light to help, heal and humanize those who need it.

Sincerely,

Charles L. Brown Sr.
The Salter School

This certifies that

Limary M. Morel-Brown

Has successfully completed 900 hours in the prescribed course of study in

Massage Therapy

And is thereby awarded this

Certificate of Graduation

This 20th day of May, 2010

Lori Noel
Program Director

Susan Pierce
Director of Education
This certifies that

Limary Magdalena Morel Brown

is a

Massage Therapist

and is hereby authorized to so act under the authority of the laws of the State of Rhode Island and Providence Plantations.

MT01907

Lic. No. __________

Issued November 1, 2011

DIRECTOR OF HEALTH
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**Education Information**

School Name: BALTER SCHOOL  Graduated: 5/29/2010

**Specialty Information**

No Specialty Information

**Disciplinary Actions**

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


CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.

Memorandum

DATE: October 30, 2019

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One-Day Beer/Wine License for a Night of Music at the Museum to be held at St. Philip Church for the November 5th Town Council Meeting

BACKGROUND:

St. Philip Church has applied for a One-Day Beer/Wine License to hold a Wine Tasting on Saturday, November 16, 2019 from 6:00 p.m. to 9:00 p.m.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
Copy of TIP Card
Letter of explanation
Copy of liability insurance

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a One-Day Beer/Wine License for the St. Philip Church, 622 Putnam Pike, to hold a Wine Tasting on Saturday, November 16, 2019, from 6:00 p.m. to 9:00 p.m., as applied, subject to compliance with all State regulations and local ordinances.
TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

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

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

Date of Application: 10/29/19
Check New (X) Renewal ( ) Transfer ( )
Type of License: CLASS-F (BEER & WINE) One:
Name of Applicant: Rev. Francis C. Santilli
Resident Address: 622 Putnam Pike, Greenville, RI 02828
Operating Under Trade Name of: __________________________________________
If incorporated, fill in necessary information: State: Title, Date of Birth, Partner’s/Owner’s (Other than person applying) (Pres., Vice Pres., Sec., Treas.)
Name: Rev. Francis C. Santilli Address: 622 Putnam Pike, Greenville, RI Title: Treasurer/Secretary DOB 8/1/1953
Name: __________________________ Address: __________________________ Title: __________________________ DOB ________
Name: __________________________ Address: __________________________ Title: __________________________ DOB ________
Describe operation of business: church and school

Signature of Applicant: Rev. Francis C. Santilli Title: Pastor
Applies to business establishments only: In case of emergency/person to contact
Name: Rev. Phillip J. Dufour Address: 622 Putnam Pike, Greenville, RI Phone: (401) 949-1500
Name: __________________________ Address: __________________________ Phone: __________________________

For Official Use Only
Police Chief: __________________________ Fire Chief: __________________________
Signature not required
Building Official: __________________________ Owner of premises: __________________________
Signature not required
R.I. Dept. of Health: __________________________
Signature not required

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

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

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: 10/28/19

1. NAME OF CANDIDATE:  (PRINT)
   Sarah ______  Rev. Francis ______  C ______
   LAST  ______
   MAIDEN NAME ______
   8/1/1953  Providence, RI

2. DATE OF BIRTH  6/22 Putnam Pike, Greenville, RI

3. PLACE OF BIRTH  Saint Philip Church/School

4. CURRENT ADDRESS  6/22 Putnam Pike, Greenville, RI 02828
   Church/School

5. NAME OF BUSINESS  6/22 Putnam Pike, Greenville, RI

6. TYPE OF BUSINESS  yes

7. BUSINESS ADDRESS  IF SO, LIST OFFICERS

   (401) 944-1130  (401) 944-1500

9. BUSINESS PHONE  10. HOME PHONE

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

<table>
<thead>
<tr>
<th>From Mo/Yr.</th>
<th>To: Mo/Year</th>
<th>St. No. &amp; Name</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/2004</td>
<td>7/2010</td>
<td>122 Putnam Pike</td>
<td>Cranston, RI</td>
</tr>
<tr>
<td>7/2004</td>
<td>7/2010</td>
<td>Saint Paul Place</td>
<td>Cranston, RI</td>
</tr>
</tbody>
</table>

12. Have you ever been arrested or detained by any police agency?  X  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. Cynthia Stecko  6/22 Putnam Pike, Greenville, RI 02828  (401) 944-1130
      NAME  ADDRESS  PHONE

   2. Rev. Philip J. Dufour  6/22 Putnam Pike, Greenville, RI 02828  (401) 944-1500
      NAME  ADDRESS  PHONE

   CANDIDATE'S SIGNATURE: [Signature]  Witness: Brandy nonducci
Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.0
For coursework completed on September 20, 2018
provided by Health Communications, Inc.
is hereby granted to:

Ryan Powers
Certification to be sent to:
Gasbarro’s Wines
361 Atwells Ave
Providence RI, 02903-1443 USA
CERTIFIED

eTIPS Off Premise 3.0
issued: 1/19/2018
Expires: 1/16/2021
ID#: 4708474

Tim Corcoran
Gasbarro's Wines
361 Atwells Ave
Providence, RI 02903-1443

For service visit us online at www.gettips.com
This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,
Adam F. Chafetz
HCI President

ID#: 4797500  Name: Cameron P Hutchinson
Exam Date: 5/11/2018  Expiration Date: 5/11/2021

Sons of Liberty Spirits Co.
1425 Kingstown Rd
South Kingstown, RI 02879-8313

For service visit us online at www.gettips.com
Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-6477.

Sincerely,

Adam F. Chafetz
HCI President

ID#: 5170328  Name: Zachary Hall
Exam Date: 8/15/2019  Expiration Date: 8/15/2022

Zachary Hall
Loyal 9 Cocktails
Sons of Liberty
1664 Kingstown Rd
Wakefield, RI 02879-2115

For service visit us online at www.gettips.com
This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value our participation and dedication to the responsible sale, service, and consumption of alcohol.

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If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,

Adam F. Chafetz
HCI President

ID#: 4734998  Name: Rachael Dijulio
Exam Date: 2/22/2018  Expiration Date: 2/22/2021

CERTIFIED

ID#: 4734998  Name: Rachael Dijulio
Exam Date: 2/22/2018  Expiration Date: 2/22/2021

Rachael Dijulio
Sons of Liberty Beer & Spirits Co.
1425 Kingstown Rd
Wakefield, RI 02879-8313

For service visit us online at www.gettips.com
This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the IPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,

Adam F. Chafetz
HCI President

ID#: 4562572  Name: Rachel Fanning
Exam Date: 6/26/2017   Expiration Date: 6/26/2020

Rachel Fanning
Sons of Liberty Beer & Spirits Co
Sons of Liberty
1425 Kingstown Rd
South Kingstown, RI 02879-8313

For service visit us online at www.gettips.com
October 29, 2019

To: Smithfield Town Council

From: Saint Philip Wine Tasting Committee

Re: Outline of Saint Philip Wine Tasting to be held on Saturday, November 16, 2019

Saint Philip Wine Tasting

Date: Saturday  November 16  6 PM to 9 PM

Overview – We will be holding a wine tasting similar to previous years in our Parish Center. We will supply food vendors and artisan tables that will offer products for purchase.

Location - It will be held in the Saint Philip Parish Center, 618 Putnam Pike, Greenville.

Vendor – We will be working with Gasbarro Liquors & Sons of Liberty Spirits. They will supply the beer and wine, as well as the pours which will all be TIPS certified.

Entertainment – There will not be any entertainment, but rather background music supplied through our sound system.

Food – Numerous food tastings will be offered. We will have sampling tables throughout the Parish Center for those enjoying the tastings.

Raffle – We will have door prizes/raffles of donated items throughout the event. Application has already been submitted and approved from the charitable games unit of the Rhode Island State Police. Tickets will be sold for $1 each and all drawings will be pulled on Saturday evening. Winner does not need to be present to win.
Certificate of Coverage

Date: 10/29/2019

Certificate Holder
Diocesan Service Corporation
One Cathedral Square
Providence, RI 02903

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
ST PHILIP CHURCH
622 PUTNAM AVENUE
GREENVILLE, RI 02828

Coverages

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

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Certificate Number</th>
<th>Coverage Effective Date</th>
<th>Coverage Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real &amp; Personal Property</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occurrence</td>
<td>8594</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>Each Occurrence 500,000</td>
</tr>
<tr>
<td>Claims Made</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Liability</td>
<td>8594</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>Each Occurrence 500,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage is verified for St. Philip's wine tasting on 11/16/19 from 6:00pm - 9:00pm.
Includes $500,000.00 Liquor Liability.

Holder of Certificate
Town of Smithfield
Office of the Town Clerk

Cancellation
Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
0102006517

Michael A. Antunici
Join us for
Saint Philip School’s
8th Grade Class
Sip, Taste and Shop Event
Wine and Food Tasting
Saturday, November 16th 6PM-9PM
at the Saint Philip Parish Center
Featuring
Gasbarro Liquors & Sons of Liberty Spirits
plus
Vendors from all over RI for your holiday shopping and tasting pleasure.
Tickets can be purchased (adults 21+ only) for $25 on the Saint Philip School Store at www.stphilipschool.com
*Raffle tickets too!*
*Free appetizer coupon for Siena with every purchased ticket*
Compliments of Siena Restaurant
Proposed Motion:
That the Smithfield Town Council hereby authorize a request from Ocean State Multisport to hold a Sour Apple Road Race on July 12, 2020.
The Rhode Island Department of Transportation has established this permit to streamline the approval process for parades, road races, cycling tours or other organized events on State Roads and Bridges. Please fill out this application completely and mail to: State Traffic Engineer, Rhode Island Department of Transportation, Two Capitol Hill, Providence, RI 02903 or email to: carolyn.caouette@dot.ri.gov.

Please feel free to provide any supporting documentation you feel would be important in describing your event. ADDITIONALLY, IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN APPROVAL FROM EACH CITY OR TOWN THE EVENT WILL TAKE PLACE IN.

**EVENT DETAILS:**

**SOUR APPLE ROAD RACE**

Name of Event (Parade/Road Race)  7/10/2020

Event Date(s) and Time Period(s)

**ATTACHED**

Event Route (List all affected roads. Please attach event map if available showing route.)

SMITHFIELD, RI

Cities and Towns where the event will take place.

**EVENT SPONSOR INFORMATION:**

**OCEAN STATE MULTISPORT**

Name of Sponsor (Permittee)

98 JAMES ST  EAST PROVIDENCE, RI 02914

Street Address  City/Town  State

401-688-5779

Contact Number

OCEANSTATEMULTISPORT@GMAIL.COM

E-Mail

GARY WILKINSON

Sponsor's Authorized Representative

RACE DIRECTOR

Title/Position

98 JAMES ST  E. PROVIDENCE, RI 02914

Street Address  City/Town  State

Form continues on next page
RHODE ISLAND DEPARTMENT OF TRANSPORTATION PARADE/EVENT PERMIT

[Blank]

(Sponsor's Representative) on behalf of (Event Sponsor) agree to indemnify, defend and hold harmless the State of Rhode Island, its officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the Event activities of (Event Sponsor), its agents or employees, including all costs, expenses and attorney fees which in any manner result from or arise out of this agreement. (Event Sponsor) shall reimburse the State of Rhode Island for any and all damages to the real or personal property of the State of Rhode Island caused by the acts of (Event Sponsor), its agents, or employees. The State of Rhode Island shall give reasonable notice of any such claim. The duties under this provision shall remain fully in effect and binding, even where (Event Sponsor) is alleged of, or is found to merely contribute in part to the acts giving rise to the claims and/or where the State of Rhode Island is alleged or is found to have contributed to the acts giving rise to the claims.

(Event Sponsor) further agrees to furnish, install and remove necessary traffic control signs in accordance with state and federal specifications, and to coordinate with local traffic police officers to direct motorists in accordance with any proposed detours.

(Event Sponsor) further covenants and agrees that:

1) No person shall, on the grounds of race, color, sex, national origin, age or disability, be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the course of the Event; and
2) (Event Sponsor) shall use the state highways of the Event route in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as amended.

In the event of breach of this non-discrimination covenant, the State of Rhode Island shall have the right to terminate the permit.

Authorized Representative's Signature Date

APPROVAL FROM THE RI TURNPIKE AND BRIDGE AUTHORITY (IF APPLICABLE)
(For Use of Jamestown Verrazano Bridge, Route 138 in Jamestown, Newport Pell Bridge, Mount Hope Bridge and Sakonnet Bridge).

Signature: ____________________________ Date: ____________________________
RI Turnpike and Bridge Authority

Form continues on next page
MUNICIPAL APPROVALS:

Pursuant to Section 31-12-12(a) of the Rhode Island General Laws of 1956, as amended, local authorities are empowered to regulate processions and/or assemblages on streets and highways within their jurisdictional limits, as well as to enforce applicable traffic regulations within the reasonable exercise of police power.

Municipality: **Town of Smithfield**   Municipal Official (Title): **Town Manager**
Signature: [Signature]
Date: 7/3/19

Municipality: ___________________________   Municipal Official (Title): ___________________________
Signature: ___________________________
Date: ___________________________

Municipality: ___________________________   Municipal Official (Title): ___________________________
Signature: ___________________________
Date: ___________________________

Municipality: ___________________________   Municipal Official (Title): ___________________________
Signature: ___________________________
Date: ___________________________

Municipality: ___________________________   Municipal Official (Title): ___________________________
Signature: ___________________________
Date: ___________________________

Attach additional copies of the Municipal Approvals section as needed.

*Do not fill out this section – for official use only*

RIDOT APPROVAL/DENIAL TO USE STATE HIGHWAY(S):

The State of Rhode Island approves/denies the application. Reason for denial (if applicable):

*Leaving this event in 1 year away, please contact Brian tegnos of the construction section at 401-563-4097 as this event gets closer with regard to any construction activity*

RIDOT State Traffic Engineer
Date: 10-8-19

Please contact RIDOT at 401-222-2694 with any questions. Your application may be denied or you may be asked to change the Event route if the State highways on the Event route are scheduled to be under construction on the Event date(s).
SOUR APPLE SAFETY PLAN 2020

On July 12, 2020, Ocean State Multisport would like to organize a half marathon / 5k road race at Deerfield Park in Smithfield, RI. This event will start and finish at Deerfield Park. The half marathon will start at the entrance of the park and head down Lisa Ann circle thane turn left on Deerfield, left on Candlewood, right on Lucille, then right on Austin. Runners will continue on Austin until they reach Mapleville, where the runners will take a right and then turn right onto Meghan loop around and then turn right back onto Mapleville. Runners will then turn right on Kristen, then right onto Paul loop around, turn left onto Kristen, then right on Mapleville. Runners will then go right onto Tarklin then left onto Long Entry then right onto Evans and continue straight until they reach Mapleville. Runners will then go down Mapleville, turn left onto Austin, Left onto Lucille, right on Candlewood, Left onto Lisa Ann Circle and head back into the park

Police.

I have spoken to Captain Brown and we have come up with a plan as to where the volunteers and detailed officers will be.

All volunteers will wear an Orange Vest and carry an Orange flag. All volunteers will have direct contact with the race director, via call phone

Runners will be separated from traffic using Orange construction cones

All mail markers and course arrows will have the race director’s cell number on them for the runner’s safety.

Water stations/ First Aid

There will be approximately 7 water stations throughout the course. There will be 2 porta potty’s along the course. Volunteers will be at each water stations. There will be 3 EMT’S along the course, as well as a Rescue at the finish line. All EMT’S will have direct contact with the race director

Lead car /Follow car

This event will have a lead car and a follow car. As the last car passes each water station, Police and volunteer, the follow car will inform them as to who is the last runner. The follow car will also be picking
up the course, so when the last runner crosses the finish line, the course is cleared. All volunteers will wear Orange vest and carry an Orange flag. All volunteers and EMT'S will have direct contact with the
MEMO:

TO:       Steve W. Pristawa, P.E.
          State Traffic Safety Engineer
          Traffic Design

FROM:     Brian Ferguson, P.E.
          Manager of Construction Management

DATE:     October 2, 2019

SUBJECT:  Parade/Event Permit

Sour Apple Road Race. Smithfield. 07/12/2020

The Construction Division has completed their review of the application for the above event. Based upon the given location and time for the event, it has been determined that there would be no apparent impact on any current projects.

Please Note: These are only reviewed for active projects at this time.

BF/sp
Cc: Construction Management
**Proposed Motion:**

That the Smithfield Town Council hereby authorizes a request from Ocean State Multisport to hold a Mad Moose Road Race on September 27, 2020.
The Rhode Island Department of Transportation has established this permit to streamline the approval process for parades, road races, cycling tours or other organized events on State Roads and Bridges. Please fill out this application completely and mail to: State Traffic Engineer, Rhode Island Department of Transportation, Two Capitol Hill, Providence, RI 02903 or email to: carolyn.caouette@dot.ri.gov.

Please feel free to provide any supporting documentation you feel would be important in describing your event. ADDITIONALLY, IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN APPROVAL FROM EACH CITY OR TOWN THE EVENT WILL TAKE PLACE IN.

**EVENT DETAILS:**

**MAD MOOSE ROAD RACE**

Name of Event (Parade/Road Race)  

**ATTACHED**

Event Route (List all affected roads. Please attach event map if available showing route.)  

**Smithfield Rd**

Cities and Towns where the event will take place.

**EVENT SPONSOR INFORMATION:**

**OCEAN STATE MULTISPORT**

Name of Sponsor (Permittee)

98 James St  

City/Town  

East Providence  

State  

401-685-5775  

Contact Number  

OCEANSTATEMULTISPORT@GMAIL.COM  

E-Mail  

Gary Menzies  

Sponsor's Authorized Representative  

RACE DIRECTOR  

Title/Position  

98 James St  

City/Town  

East Providence  

State

Form continues on next page
RHODE ISLAND DEPARTMENT OF TRANSPORTATION PARADE/EVENT PERMIT

I, ______________________, on behalf of ________________________________, agree to
(Sponsor's Representative)
indemnify, defend and hold harmless the State of Rhode Island, its officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the Event activities of ________________________________, its agents or employees, including all costs, expenses and attorney fees
(Event Sponsor)
which in any manner result from or arise out of this agreement. ________________________________ shall
(Event Sponsor)
reimburse the State of Rhode Island for any and all damages to the real or personal property of the State of
Rhode Island caused by the acts of ________________________________, its agents, or employees. The State of
(Event Sponsor)
Rhode Island shall give reasonable notice of any such claim. The duties under this provision shall remain fully in
effect and binding, even where ________________________________ is alleged of, or is found to merely
(Event Sponsor)
contribute in part to the acts giving rise to the claims and/or where the State of Rhode Island is alleged or is
found to have contributed to the acts giving rise to the claims.

______________________________ further agrees to furnish, install and remove necessary traffic control
(Event Sponsor)
signs in accordance with state and federal specifications, and to coordinate with local traffic police officers to
direct motorists in accordance with any proposed detours.

______________________________ further covenants and agrees that:
(Event Sponsor)
1) No person shall, on the grounds of race, color, sex, national origin, age or disability, be excluded from
participation in, denied the benefits, of or be otherwise subjected to discrimination in the course of the Event;
and
2) ________________________________, shall use the state highways of the Event route in compliance with all
(Event Sponsor)
other requirements imposed by or pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally-Assisted
Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as
amended.
In the event of breach of this non-discrimination covenant, the State of Rhode Island shall have the right to
terminate the permit.

Authorized Representative's Signature ________________________________  Date: _____________________________

APPROVAL FROM THE RI TURNPIKE AND BRIDGE AUTHORITY (IF APPLICABLE)
(For Use of Jamestown Verrazano Bridge, Route 138 in Jamestown, Newport Pell Bridge, Mount Hope Bridge and Sakonnet Bridge).

Signature: ________________________________  Date: _____________________________
RI Turnpike and Bridge Authority

Form continues on next page
MUNICIPAL APPROVALS:

Pursuant to Section 31-12-12(a) of the Rhode Island General Laws of 1956, as amended, local authorities are empowered to regulate processions and/or assemblages on streets and highways within their jurisdictional limits, as well as to enforce applicable traffic regulations within the reasonable exercise of police power.

Municipality: *Smithfield*  
Municipal Official (Title): *Town Manager*  
Signature: [Signature]  
Date: *9/3/19*

Municipality:  
Municipal Official (Title):  
Signature:  
Date: 

Municipality:  
Municipal Official (Title):  
Signature:  
Date: 

Municipality:  
Municipal Official (Title):  
Signature:  
Date: 

Municipality:  
Municipal Official (Title):  
Signature:  
Date: 

Attach additional copies of the Municipal Approvals section as needed.

Do not fill out this section – for official use only

RIDOT APPROVAL/DENIAL TO USE STATE HIGHWAY(S):

The State of Rhode Island approves/denies the application. Reason for denial (if applicable):

Because this event is a year away, please contact Brian Ferguson of the Construction Section at 401-563-4649 as this event gets closer with regards to any construction activity.

RIDOT State Traffic Engineer  
Date: *10-8-19*

Please contact RIDOT at 401-222-2694 with any questions. Your application may be denied or you may be asked to change the Event route if the State highways on the Event route are scheduled to be under construction on the Event date(s).
MAD MOOSE SAFETY PLAN 2020

September 27, 2020

On July 22, 2020, Ocean State Multisport would like to organize a half marathon / 5k road race at Deerfield Park in Smithfield, RI. This event will start and finish at Deerfield Park. The half marathon will start at the entrance of the park and head down Lisa Ann circle thane turn left on Deerfield, left on Candlewood, right on Lucille, then right on Austin. Runners will continue on Austin until they reach Mapleville, where the runners will take a right and then turn right onto Meghan loop around and then turn right back onto Mapleville. Runners will then turn right on Kristen, then right onto Paul loop around, turn left onto Kristen, then right on Mapleville. Runners will then go right onto Tarklin then left onto Long Entry then right onto Evans and continue straight until they reach Mapleville. Runners will then go down Mapleville, turn left onto Austin, Left onto Lucille, right on Candlewood, Left onto Lisa Ann Circle and head back into the park.

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up the course, so when the last runner crosses the finish line, the course is cleared. All volunteers will wear Orange vest and carry an Orange flag. All volunteers and EMT’S will have direct contact with the
MEMO:

TO:        Steve W. Pristawa, P.E.
           State Traffic Safety Engineer
           Traffic Design

FROM:      Brian Ferguson, P.E.
           Manager of Construction Management

DATE:      October 2, 2019

SUBJECT:   Parade/Event Permit

Mad Moose Road Race. Smithfield. 09/27/2020

The Construction Division has completed their review of the application for the above event. Based upon the given location and time for the event, it has been determined that there would be no apparent impact on any current projects.

Please Note: These are only reviewed for active projects at this time.

BF/sp
Cc: Construction Management
MEMORANDUM
Date: October 30, 2019
To: Honorable Town Council
From: Gene Allen, Public Works Director / SWSB Water Commissioner

Re: Consider, discuss and act upon authorizing a Rhode Island Clean Water Financing Agency Drinking Water State Revolving Fund Loan for the Rehabilitation of the Island Woods, Rocky Hill and Burlingame Water Storage Tanks Project through the RI Infrastructure Bank.

BACKGROUND:
The rehabilitation of the Smithfield Water Supply Board’s (SWSB) three (3) water storage tanks, the 4 MG Island Woods tank, the 1 MG Rocky Hill tank, and the 0.3 MG Burlingame tank have been designed and are currently advertised for bid. The funding for this project is proposed to be through the Rhode Island Infrastructure Bank, utilizing a Rhode Island Clean Water Financing Agency Drinking Water State Revolving Fund Loan.

The rehabilitation work will include the removal and replacement of existing coating systems, installation of tank water mixers and TTHM removal systems, along with select modifications and/or structural repairs.

The project has been included on the Rhode Island Board of Health Priority Project Listing.

FINANCIAL IMPACT:
Funding for this contract is proposed to be through a Rhode Island Clean Water Drinking Water State Revolving Fund Loan with the RI Infrastructure Bank. The project costs are anticipated to be $3,000,000 and have been incorporated into the recently considered rate review.

RECOMMENDATION:
That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, authorizes to borrow $3,000,000 through the Rhode Island Clean Water Drinking Water State Revolving Fund Loan for the Rehabilitation of the Island Woods, Rocky Hill and Burlingame Water Storage Tanks Project.

MOVED: That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, authorizes a request to borrow $3,000,000 through the RI Infrastructure Bank’s Drinking Water State Revolving Fund for the Rehabilitation of the Island Woods, Rocky Hill and Burlingame Water Storage Tanks Project.
CERTIFIED MAIL

Gene Allen, Director
Smithfield Water Supply Board
64 Farnum Pike
Smithfield, RI 02917

RE: Preliminary Approval Letter - Tank Rehabilitation Project – SWSB
   Application for Approval
   DWSRF Project – Smithfield, Rhode Island

Dear Mr. Allen,

The Rhode Island Department of Health, Center for Drinking Water Quality (RIDOH) has review the revised application package dated 7/22/19, entitled Tank Rehabilitation Project Smithfield Water Supply Board, prepared by Pare Corporation, detailing the purpose of this project is to rehabilitate three (3) water storage tanks: the 4 MG Island Woods tank, the 1 MG Rocky Hill tank, and the 0.3 MG Burlingame tank. Work includes removal and replacement of existing interior and exterior coating, installation of water mixers and TTHM removal systems. Our review consisted of an evaluation of the application package relative to the following:

- the Rhode Island Drinking Water State Revolving Fund regulations (216-RICR-50-05-6);
- the Public Drinking Water Regulations (the “Regulations”), 216-RICR-50-05-1;
- the Recommended Standards for Water Works (2018 Edition), issued by the Water Supply Committee of the Great Lakes - Upper Mississippi River Board of State and Provincial Public Health and Environment Managers (Ten State Standards); and
- applicable American Water Works Association standards.

Upon review of the application, RIDOH hereby issues Preliminary Approval for this project, with the following conditions:

1. Inform RIDOH when the project goes out to bid.

2. Submit a digital copy of the finalized bid document that goes out to bid, this document should be the exact same document that is presented to all potential bidders.

3. Ensure that bidders complete the Disadvantage Business Enterprise (DBE) forms as provided in the specifications for this project. Failure to include these documents will deem a bid submission invalid and incomplete for consideration.

August 8, 2019
4. Provide RIDOH notification as to date, time, and location of pre-bid meeting.

5. Provide a copy of the letter of Intent to Award.

6. RIDOH will require all Debarment & Suspension certification forms to be submitted for the primary contractor and all subcontractors.

7. Ensure that the elected bidder, i.e. contractor, submits the DBE work plan and receives an approved DBE work plan from the State’s DBE Compliance Office.

8. Copy of the Notice of Award/Contract.

9. Provide a copy of the Notice to Proceed.

10. Inform RIDOH of the pre-construction meeting.

11. Ensure that the contractor is fully familiar with the Davis Bacon requirements including documents that are required to be posted in a location easily seen by all workers on the project.

12. Ensure that the contractor is fully familiar with the Rhode Island prevailing wages requirement to maintain a daily log and submit monthly certified payrolls as required in the Rhode Island Rules and Regulations Relating to Prevailing Wages.

13. Per Federal requirements, initial and final employee interviews for Davis-Bacon Labor Standards must be conducted. A representative sample of interviews is required for the contractor and each subcontractor on the job site.

14. Ensure that the contractor is fully familiar with the Drinking Water State Revolving Fund requirements pertaining to American Iron and Steel.

15. Mount the Drinking Water State Revolving Loan sign in a location within the vicinity of the project as required by the Drinking Water State Revolving Fund Program.

16. All equipment, piping and materials, associated appurtenances, and chemicals shall be designed specifically for use in public water systems and shall conform to ANSI/NSF Standards, particularly Standards 60 and 61. If any materials or chemicals used deviates from that included in the application, manufacture cut sheets and the NSF 60/61 certifications must be provided to RIDOH.

17. All work must be completed in accordance with the approved specifications. Any revisions to the approved specifications must be submitted to RIDOH for approval. RIDOH may require a new application if the revisions are deemed significant.
18. All work shall be accomplished in a manner to minimize bacterial contamination. Upon completion of the installation, appropriate chlorination shall be undertaken to ensure no bacterial contamination.

19. Prior to placing the tank in service, two (2) samples to analyze and confirm the absence of total coliform must be taken at least 24 hours apart. Heterotrophic plate count (HPC) analysis must be performed with each of the coliform sampling. One (1) sample must be analyzed to confirm the absence of the volatile organic compounds (VOCs). If these samples show the presence of coliform bacteria, HPC greater than 500/mL or detection of VOC’s, the tank must be emptied, disinfected, and retested in order to achieve the above results prior to returning the tank into service. Please note that if changes to the tank are made after the system has been disinfected, RIDOH will require the tank to be disinfected and sampled once again. All results must be reported to RIDOH on Official State Reporting forms (or electronically uploaded) and in no case shall any tank be placed into service without prior approval from RIDOH.

20. After the required retention period, any water discharged from tank shall be dechlorinated per AWWA C655. All discharged water will be dechlorinated/neutralized utilizing sulfur dioxide, sodium bisulfite, sodium sulfite, or sodium thiosulfate. Once the water has been dechlorinated it will be tested for residual chlorine which shall not exceed the RIDEM ambient water quality criteria of 0.019 ppm. Dechlorinated water shall be discharged into the storm sewer system with state and/or municipal approvals as applicable.

RIDOH supports the Smithfield Water Supply Board’s efforts to improve its drinking water system. If you have any questions, please do not hesitate to contact me at 401-222-6271 or email me at Luis.Gonzalez@health.ri.gov.

Sincerely,

Luis F. Gonzalez, EIT
Senior Sanitary Engineer

Center for Drinking Water Quality
Rhode Island Department of Health
3 Capitol Hill, Rm 209
Providence, RI 02908-5097

cc: Carlene Newman, RIDOH
PROJECT MANUAL AND SPECIFICATIONS
FOR THE
SMITHFIELD WATER SUPPLY BOARD
TANK REHABILITATION PROJECT

95% SUBMISSION

Prepared for:
Smithfield Water Supply Board (SWSB)
3 Spragueville Road
Smithfield, RI 02917

Prepared by:
Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865

JULY 2019
TANK REHABILITATION PROJECT

Smithfield Water Supply Board
Smithfield, Rhode Island

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RHODE ISLAND DEPARTMENT OF HEALTH PERMITTING SUBMISSION

APRIL 2019
MEMORANDUM

TO:       Smithfield Town Council

FROM:     Jarod Doyle, Chairman, Sewer Authority

RE:       WWTF – Camp Street Pump Station – High Pressure Force Main
           Emergency Replacement

Honorable Town Council,

Please be advised on both August 31, 2019 and on September 26, 2019 Veolia Water was notified of sewer leaks along the shoulder of Esmond Mill Drive, near the WWTF. Upon inspection of the lawn area, south of Esmond Mill Drive, just west of the bridge, a large sewer leak was apparent.

Upon excavation services of the area by Boyle & Fogarty Construction, under the supervision of Veolia Water, a number of breaks in the 6” cement lined, ductile iron force main were discovered. The cause of the breaks appears to be from corrosion of the pipe line. It is important to note this pipe is considered a critical facility to the sanitary pumping station located on Camp Street.

Upon attempt to repair the failed sections of line it became apparent that the overall condition of the main throughout has generally corroded from the exterior surface of the pipe line in many areas along the 15-ft section of line that was exposed and repaired during the first failure and also along another section of main 150-ft away during the second failure. Observing this type of corrosion present brings strong opinion of the Sewer Authority the entire 650-ft section of force main requires immediate replacement.

The replacement area of the main can be seen on the attached map and original facility drawings. It is recommended to replace the line with a more corrosive resistant material, HDPE, which has an expectancy of 300-years.

There are some complications to the replacement of this 650-ft section of line; first being a crossing under the Woonasquatucket River and the second being a crossing under the Hawkins Book. Design elements will consider directional pipe drilling under these wetland features, for certain lengths to minimize environmental disturbance and cost. The balance of the main replacement will be considered for traditional dig and replace.

Preliminary engineering estimates for the design to replace this main are shown as attached at $34,318. Separate emergency construction procurement will also be required during December/January to avoid costly winter conditions.
Memo to Town Council
CSPS FM Replacement Program
October 23, 2019
Page 2

The Sewer Authority is requesting the Council’s consideration to amend Veolia Water’s Contract to include the emergency design to replace the Camp Street Pump Station force and advertise that design for emergency construction replacement pricing.

Motion: The Smithfield Town Council hereby authorizes an emergency contract amendment with Veolia Water for design of the replacement of the force main sewer line serving Camp Street Pump Station for a fee not to exceed $34,813. The Smithfield Town Council further authorizes the emergency procurement of construction bids upon completion and permit of said engineering design.

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
    Jason Parmele, Finance Director
    Anthony Gallone, Esq., Town Solicitor
    Kevin Cleary, PE, Town Engineer

Enclosures: Attachment #1 Town Engineer memo to SSA
            Attachment #2 Veolia Water Emergency Design Contract Amendment #6
MEMORANDUM:

TO: Smithfield Sewer Authority

From: Kevin Cleary, PE, LSIT
   Town Engineer

RE: Camp Street Pump Station
   High Pressure Force Main

Please be advised on August 31, 2019 Veolia Water was notified of a sewer leak along the shoulder of Esmond Mill Drive, near the WWTF. Upon inspection of the lawn area, south of Esmond Mill Drive, just west of the bridge, a large sewer leak was apparent.

Upon excavation services of the area by Boyle & Fogarty Construction, under the supervision of Veolia Water, a number of breaks in the 6" cement lined, ductile iron force main were discovered. The cause of the breaks appears to be from corrosion of the pipe line. It is important to note this pipe is considered a critical facility to the sanitary pumping station located on Camp Street.

Upon attempt to repair the failed sections of line it became apparent that the overall condition of the main throughout has generally corroded from the exterior surface of the pipe line in many areas along the 15-ft section of line that was exposed and repaired (see photos). Seeing this type of corrosion present lends the opinion of the writer to consider the entire 650-ft section of force main’s replacement.

The replacement area of the main can be seen on the attached map and original facility drawings. At this time it would be recommended to replace the line with a more corrosive resistant material, HDPE, which has an expectancy of 300-years.

There are some complications to the replacement of this 650-ft section of line; first being a crossing under the Woonasquatucket River and the second being a crossing under the Hawkins Book. It would be recommended to consider directional pipe drilling under these wetland features, for certain lengths to minimize environmental disturbance and cost. The balance of the main replacement can be considered for traditional dig and replace.

Preliminary engineering estimates for replacing this main are on the order of $175,000 to $220,000 to complete; depending on a number of factors, including directional pipe drilling and temporary bypass pumping costs while the main is considered for replacement.

At this time the recommendation of the Engineer is for the Sewer Authority’s consideration to replace the Camp Street Pump Station force main as an emergency replacement and execute the
Memo to Sewer Authority
CSPS FM Replacement Program
September 12, 2019
Page 2

task under the limits of the Operations & Maintenance Contract with Veolia Water as a contract amendment, as time may be of the essence to avoid costly and environmentally sensitive breaks of this main during the upcoming winter.

Motion: The Smithfield Sewer Authority hereby requests a repair work order from Veolia Water for the Smithfield Town Council’s consideration of an emergency contract amendment to execute the replacement of the force main sewer line serving Camp Street Pump Station.

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
    Jason Parmelee, Finance Director
    Anthony Gallone, Esq., Town Solicitor

Mike Silvia - Motion
2d by Kevin McNells
4-0 Approved
October 7, 2019

Mr. Kevin Cleary
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Subject: Professional Services Proposal Rev 01
Engineering for Camp St. Pumping Station
Emergency Force Main Replacement
Operation & Maintenance Contract Amendment #6

Dear Kevin:

Veolia is pleased to provide this proposal for preparing engineering documents to support the Force Main Replacement at the Camp Street Pumping Station.

Scope of Services:

1) Engineering services per the Wright-Pierce Proposal dated September 26, 2019.
2) Project Management Services.

Schedule:

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<tr>
<td>10/8</td>
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<tr>
<td>11/15</td>
<td>Construction Estimate &amp; Schedule</td>
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Qualifications:

Professional Services to be governed by the terms and conditions of the Service Contract for Smithfield Sewer Authority, Town of Smithfield, RI, Waste Water Treatment Facilities, Operations & Maintenance dated May 13, 2013, pursuant to Article IX, Capital Modifications.

Proposal is valid for a period up to thirty (30) calendar days.

Compensation:

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<tr>
<td>Task 2 – Survey (20 hrs)</td>
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<tr>
<td>Task 3 – Wetlands (NRS Subconsultant)</td>
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<tr>
<td>Task 4 – Design (80 hrs)</td>
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<tr>
<td>Task 5 – Permitting (40 hrs)</td>
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<td></td>
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<td>27,500</td>
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| Overhead & Profit                |       | 2,750 |

| Veolia Project Management(1)     |       | 4,563 |

| Total                             |       | 34,813|

Note (1): Veolia Project Management includes 20 hours of Veolia Labor to manage the engineering work and attend 2 meetings; travel expenses to attend meetings; general liability insurance.

Thank you for the opportunity. Please call me if you have any questions or comments.

Sincerely,

Veolia North America

Hans Tuneblom
Director - Capital Program Management (CPM), Northeast

Attachments:
1. Wright-Pierce Proposal dated September 26, 2019

cc: K. Goffe - Veolia
    J. Oatley - Veolia

Approved:

_____________________________________
Town of Smithfield

_____________________________________
Date
September 26, 2019
W-P Project No. T-MWWRI

Mr. Hans Tuneblom, Director
Capital Program Management, Northeast
Veolia North America
15 Elkins Street, 2nd Floor
Boston, MA 02127

Re: Engineering Services Proposal
Camp Street Pumping Station Emergency Force Main Replacement
Town of Smithfield, RI

Dear Mr. Tuneblom:

As requested, Wright-Pierce (W-P) has prepared the following engineering services proposal for the replacement of the Camp Street Wastewater Pumping Station force main in Smithfield, Rhode Island. Our scope of services reflects the emergency nature in response to two recent force main failures.

PROJECT UNDERSTANDING

The following is a brief summary of our project understanding:

- The Camp Street Wastewater Pumping Station and force main were constructed in 1974 under Contracts 1 and 6 designed by Keyes Associates. The force main is 6" diameter constructed of ductile iron pipe. Starting at the pumping station, the force main crosses under the Woonasquatucket River, followed by a straight run westerly; then southerly crossing Hawkins Brook; then westerly again and discharging into the headworks of the Smithfield wastewater treatment plant. The total length of the main between the pump station and headworks is approximately 625 feet.

- In September 2019, the Camp Street pumping station force main has failed twice in the area on the west side of the Woonasquatucket River. Boyle & Fogarty Construction (B&F) responded to the first failure and made an emergency repair after installing a temporary by-pass. B&F is currently responding to the second failure discovered on Thursday, September 26th.

- After the first force main break, Veolia North America (VNA) contacted W-P requesting emergency engineering services for evaluating the existing force main and provide
recommendations for the pipeline replacement, followed by a fast-track design, permitting and construction administration services.

- W-P met onsite with VNA’s John Oatley, Paul Rodman and Plant Manager Karen Goffe as well as B&F representatives. W-P examined two short sections of the 6” ductile iron force main pipe removed as part of the first emergency repair. The cause of the failure was from severe corrosion to the exterior of the pipe, probably due to long-term exposure to aggressive soils.

- At the onsite meeting, discussions were had relative to new pipeline material and size; route layout; new by-pass and cleanout design features; wetlands impact; and means and methods of river and stream crossing. Also discussed was the importance of coordination and approval with the Smithfield Town Engineer Kevin Cleary.

PROPOSED SCOPE OF SERVICES

Based on our current understanding, we propose the following scope of services:

Task 1 – Research
W-P will review the available documents regarding the Camp Street pumping station and force main. These include 1974 Contract 1 and Contract 6 plans and specifications; available pumping station flow data; and pump manufacturers equipment information and pump curve.

Task 2 – Survey
W-P will collect available topographic information for our design using existing plans and State LiDAR database. We will also perform a fast-track drone survey of the pipeline route to be used as the base plans for the force main replacement design.

Task 3 – Wetlands
W-P will retain Natural Resource Services, Inc., Harrisville, RI (NRS) to perform a pre-construction wetlands delineation and post-inspection of the wetlands restoration.

Task 4 – Design
W-P will prepare a brief basis-of-design technical memorandum for review and approval by the Town / Veolia. Concurrently, we will prepare force main replacement design drawings and specifications in sufficient detail for the emergency construction by B&F and for permitting approval (not for full public bidding process). It is assumed the design will be within the existing force main easement limits and that all excavated material will be used as backfill material, thereby eliminating need to analyze and dispose soil offsite. This task includes two meetings with Town / Veolia to review design.
Task 5 – Permitting
W-P will submit plans & specifications to RIDEM (water resources and wetlands) for emergency response permit approval.

Task 6 – Construction
W-P will provide construction administration and inspection services on an as-needed basis. These services will include, but not limited to shop drawing review; contractor payment application review and approval; inspection; and preparing record drawings.

COMPENSATION

We can complete Tasks 1 through 6 on an **hourly time-charge, not-to-exceed, basis plus expenses**, in accordance with our current on-call engineering services agreement.

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<tr>
<td>Task 6 – Construction Administration (80 hrs)</td>
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</tr>
<tr>
<td><strong>TOTAL BUDGETARY FEE</strong></td>
<td><strong>$39,500</strong></td>
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**PROPOSED SCHEDULE**

Wright-Pierce is prepared to begin work IMMEDIATELY upon receiving authorization to proceed, and we anticipate completing the design (for permitting submission) within two weeks.

Very truly yours,

WRIGHT-PIERCE

Thomas Simbro, PE
Senior Project Manager
TO: Honorable Town Council

DEPT: 

FROM: Kevin Cleary, PE, LSIT, Town Engineer

DEPT: Engineer

SUBJECT: Street Light Program - Operation & Maintenance for LED Conversion Program

Honorable Council,

In coordination with the Town Manager and Director of Public Works, progress has been made with two adjoining communities; Lincoln and Woonsocket, to jointly advertise services to retain an operation and maintenance contractor to implement the street light conversion program for the Towns. Entering a collaborative effort with the two other communities offers the best opportunity to procure the requested services in bulk, in an effort to reduce cost. Attached with this memo, please find the latest DRAFT Request for Proposals detailing the program requested for advertisement.

Program Highlights:
1. The Town desires to reduce energy and maintenance costs associated with the current fee structure charged by National Grid for the existing equipment.
2. Existing inventory maintained by National Grid is outdated, energy consumptive and costly to the tax payers.
3. By including the existing inventory, as obtained by National Grid and verified by this department using GIS to map the locations of the inventory, the Town can strategically implement a street light conversion program in a cost effective and methodical manner.
4. RIDOT has agreed to own and maintain (O&M) street lights on State maintained, local roadways within the Town, once converted. This fact will significantly reduce the cost of lighting the tax levy is currently paying for.
5. The consortium of three town’s collectively bidding for the rendered services can potentially offer a reduction of conversion material fees, due to bulk purchasing, if awarded in that manner.
6. The joint bidding consortium does not marry Smithfield to any one, or both other communities with respect to the way the Council awards the project, or the materials that are chosen to be implemented.
7. It is expected that approximately 20% of the existing National Grid inventory may be eligible for decommissioning at the time of conversion, which will save on conversion and future energy costs. *Inventory of lighting potentially decommissioned is either redundant, excessive or is currently serving no purpose.
8. Improve impacts associated with existing street lighting.
Town of Smithfield
MEMO

9. Improve safety, light color rendering and reduce energy consumption.

Financial Impacts:
1. The existing budget for street lighting is currently $429,000.
2. Future annual O&M costs are expected to range between $75,000 and $81,000.
3. Annual expected savings, once converted, ranges between $348,000 and $352,000.
4. Estimated, one-time, up-front costs are expected to range between $592,000 and $765,000, depending on the technical components that are chosen for implementation.
5. National Grid incentives to convert to energy efficient LED lighting ranges from $93,000 to $157,000, depending on the technical components that are chosen for implementation.
6. Indicating the total project, year-1 cost is expected to range between $498,000 and $608,000 to take over, convert and maintain.
7. The program is cash positive after year one. Which means during year 1, the existing street light budget, plus an amount ranging between approximately $60,000 and $150,000 from the capital reserve account (or alternate funding sources) can be used to implement the program.
8. Over the course of 15-years, the minimum life expectancy of the converted street light assets, the range of positive cash flow results in savings between $4.92 and $5.17 million dollars, just by agreeing to assume local maintenance and operation of converted streetlights.
9. Town Staff time will be required to implement and oversee the O&M contractor through the life of the contract and beyond. Please be advised that other, future municipal staff may need to be engaged to assist with program management.

Process:
1. If approved to advertise, once bids are collected from O&M contractors for the requested services the selection process of choosing the prescribed lighting technology will be decided based on the bid submission(s).
2. After a qualified O&M contractor is selected and a contract is executed, petition National Grid to take over existing street light inventory by way of an agreement.
3. Once Town owns in place inventory, start scheduling conversion. Approximately 80% of all street lights in town will be converted. Approximately 20% of all street lights in town may be decommissioned.
4. Once converted, National Grid will be provided a new inventory of the remaining street lights to apply the correct tariff charges against itemized units and a request for incentive reimbursement will be fulfilled.
5. Once converted, RIDOT will be provided with an inventory of converted street lights within town they will then be responsible for operating and maintaining. The Town will receive a written agreement for the mutual obligation from RIDOT.
6. Once converted, the Town will be responsible for the future ownership and maintenance of the remaining street light inventory through the use of an O&M contractor.
7. The O&M contract will survive for three years with ability to engage two, one-year extension capabilities, if desirable and approved by the Council.

Conclusion:
There is sufficient support and evidence to engage the community street light LED conversion program in Smithfield that makes the project economically viable in year 1. The long term financial impacts are very positive in that approximately $5 million dollars of tax payer money will be saved by doing so which can be allocated for other purposes in the municipal budget. Most of the program can be funded with current budget and the balance of funding may be sought in the upcoming FY21 budget to supplement year 1 conversion. After year 1, subsequent budget requests will be significantly lower for this line item in the municipal budget.

The recommended request is to authorize the advertisement of the draft street light LED conversion and maintenance RFP, subject to final review by the Town Solicitor and Finance Director.

MOVED: The Smithfield Town Council hereby authorizes the joint advertisement of the Street Light Conversion Program request for proposals, with Lincoln and Woonsocket, subject to final review by the Town Solicitor and Finance Director.

Attachments: Final Draft Street Light RFP

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
    Gene Allen, Director of Public Works
    Jason Parmelee, Finance Director
    Carolyn Dorazio, Purchasing Agent
    Jerry Drummond, National Grid
    Fritzi Pieper, Project Manager, RPM Group
REQUEST FOR PROPOSALS

RFP #2020-07

STREET LIGHT LED CONVERSION AND MAINTENANCE
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REQUEST FOR PROPOSALS

Notice is hereby given that separate sealed bids will be received by the Town of Lincoln, Rhode Island for the Towns of Lincoln, Smithfield, and City of Woonsocket (hereinafter “the Towns”) at 100 Old River Road, Lincoln, RI until 10:00 am on (day of the week), (month, day and year), local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to: Streetlight LED Conversion and Maintenance Project in accordance with the specifications and contract documents within.

Documents are available on the Town of Lincoln website, http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget and at City of Newport online bidding system. The Town of Smithfield and the City of Woonsocket will also post a reference to the Lincoln website on their respective websites.

THERE IS A MANDATORY PRE BID CONFERENCE AT (Time), (day), (Month, day and year) AT XXXXX NO BIDS WILL BE ACCEPTED FROM FIRMS THAT DO NOT ATTEND THIS PRE-BID CONFERENCE.

The Submittal Deadline is 10:00 a.m., XXX Bids must arrive in the XXXX prior to this Submittal Deadline. The receiving time in the Finance Office will be the governing time for acceptability of bids.

Sealed bids shall be submitted on the bid form(s) provided and in accordance with the bid submittal requirements herein, in duplicate, for each Town for which a bid is submitted. Any Bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the proper time. Each bidder must submit a copy of their bid proposal to be available for public inspection upon the opening of the bids.

Bids should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Bidder, the name of the Town, the RFP number 2020-07, and Submittal Deadline. Bidder’s authorized representative must properly initial any erasures or alterations of any kind. Bids that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered. Bidders must submit one (1) printed Master original, clearly labeled “MASTER”; one (1) copy, and one (1) electronic version on a thumb drive in separate, sealed envelopes for each Town. The Price Proposal form shall be submitted in print and as an Excel file. The printed Price Proposal form shall be submitted in a sealed envelope within the envelope for each Town. The electronic Price Proposal form (Excel file) may be submitted on the same thumb drive as other electronic bid documents but must be saved as a separate Excel document and must be clearly labeled “BIDDER NAME_Price Proposal_TOWN NAME.”

No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Submittal Deadline will be returned unopened. Bids must bear original signatures and figures.

A 10% bid bond will be required to be submitted with all bids, certified bank checks will be accepted.

The successful bidder will be required to furnish a performance & payment bond in the amount equal to the contract award if bid is greater than $10,000.00 for each community, along with all required
insurance certificated, within fifteen (15) calendar days after the award date in order to execute a Contract. This applies to each Bid submitted for each community.

___________________________
John F. Ward
Finance Director
PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR PROPOSAL

ACKNOWLEDGEMENT OF ADDENDUM
(if applicable)

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Signature of Bidder</th>
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</tbody>
</table>

COMPANY NAME: ___________________________________________

COMPANY ADDRESS: ________________________________________

COMPANY ADDRESS: ________________________________________

BIDDER’S SIGNATURE: ______________________________________

BIDDER’S NAME (PRINT): ____________________________________

TITLE: ____________________ TEL. NO.:_______________________

EMAIL ADDRESS: ___________________________________________

*Please include your email address. Future proposals will be emailed, unless otherwise noted.
INSTRUCTIONS TO BIDDER

Administrative Note: While pertinent sections of the contract documents are obviously Town-specific (i.e., the Bid Forms with inventories, the Contract Agreements, etc.), there are other sections that are more general in nature but may only reference the Town of Lincoln or “the Towns”. These general sections shall be interpreted to apply to each participating community on an individual basis, whether specifically named or not. This applies to the bond forms and certificates of insurance as well – for example, bonds are listed in the contract documents with Lincoln as the Obligee, but separate bonds will be required for each participating community, consistent with the bid for each community. Please submit any questions regarding this instruction in writing during the allowable question period.

ACCEPTANCE PERIOD. Unless otherwise specified herein, bid proposals and pricing are firm for a period of six (6) months.

ADDENDA ACKNOWLEDGMENT. Each bid shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to acknowledge may result in the bid being rejected as not responsive.

AUTHORIZED SIGNATURES. Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of each of the Towns, any agent submitting a bid on behalf of a Bidder shall provide a current power of attorney certifying the agent’s authority to bind the Bidder. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of any of the Towns, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

AWARD OF BID. Award will be made to the Bidder offering the most advantageous bid after consideration of all Evaluation Criteria set forth below. These criteria are not listed in any order of preference. Evaluation scores will not be released until after award of bid. Each Town shall not be obligated to accept the lowest priced bid but will make an award in the best interests of each Town after all factors have been evaluated. The right is reserved, as the interest of each Town may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof. The Towns reserve the right to reject any bid of any Bidder who previously failed to perform adequately for the Town or any other governmental agency. The Towns expressly reserve the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the Towns.

CANCELLATION OF SOLICITATION. Each Town may, acting individually, in combination, or as a group, award and/or cancel their solicitation at any time.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, and other laws relative thereto.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:
Contractor. Throughout this set of documents, the terms “Vendor”, “Bidder”, “Proposer”, “Respondent”, and “Contractor” will carry the same weight and meaning as the entity that may (and does) submit a Bid on this project. “Contractor” may also refer to the Successful Bidder.

May. Indicates something that is not mandatory but permissible.

Must/Shall. Indicates a mandatory requirement. A bid that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award at the discretion of the Towns.

Bidder. The person or firm making the offer.

Bid. The offer presented by the Bidder.

RFP. Acronym for Request for Proposals.

Should. Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your bid.

Submittal Deadline. The date and time on or before all bids must be submitted.

Successful Bidder. The person, contractor, or firm to whom the award is made.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid.

NON-COLLUSION AFFIDAVIT. Bidders are required to submit a Non-Collusion Affidavit with their Bids. See attached Affidavit. If there is reason to believe that collusion exists among the Bidders, the Towns may refuse to consider bids from participants in such collusion.

OPENING OF BIDS. All bids, irrespective of irregularities or informalities, will be opened and the names of the Bidders will be publicly read aloud at the Submittal Deadline. All interested persons are invited to be present at the opening and reading of bids.

Postponement of Opening. The Towns reserves the right to postpone the Submittal Deadline and opening of bids any time before the date and time announced in the Invitation to Bid or subsequent addenda.

PRICES. All Bids shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Bidder’s authorized representative. Bid prices shall include everything necessary for the completion and fulfillment of the contract. Unit & total price in dollars shall be submitted in both writing and numbers where applicable, in case of a discrepancy, the amount shown in words will govern.

Forms. In addition to the Technical Proposal and the Price Proposals, the following forms must be completed and submitted on or before the Submittal Deadline for the Bid to be considered complete:

Bid Form
Non-Collusion Affidavit
RFP #2020-07 – Street Light Maintenance and LED Conversion

Bidder’s Statement Regarding Insurance Coverage
Bidder Statement of Relevant Experience
Bid Bond
Performance Bond
Labor and Material Payment Bond
Proposed Subcontractors (if applicable)
Insurance Certificate

PRICE DISCREPANCIES. In the event that there are unit price items in a bid schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a bid schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections. If discrepancies are found between the original "MASTER" and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the Towns reserve the right to use the original as the Master. For pricing discrepancies between the electronic Price Proposal form (Excel file), the printed Price Proposal form, and the bid form (with pricing written words), the bid form will prevail.

BID CONTENT. Bidder must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his bid. The bid should be presented in a format that corresponds to, and references, the sections outlined herein, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Bids should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the bid indicating where the supplemental information can be found. Supplemental information shall clearly reference the bid section to which it applies.

The Towns are not liable for any costs incurred by Bidders before entering into a formal contract. Costs of developing the bids or any other such expenses incurred by the Bidder in responding to the RFP, are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Towns.

BID MODIFICATIONS. Any Bidder who wishes to make modifications to a bid already received by the Towns must withdraw their bid in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Bid Withdrawal). All modifications must be made in ink, properly initialed by Bidder’s authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified or withdrawn bids are resubmitted before the Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representative may withdraw bids only by written request received before the Submittal Deadline.

BIDDER’S BACKGROUND. Bidder must include in his bid a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Bidder or in which the Bidder has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any bid. The Towns reserve the right to reject any bid.
based upon the Bidder’s prior history with the Towns or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PUBLIC RECORDS. Rhode Island law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Towns in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided. If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Towns will treat all materials received as public records.

QUESTIONS AND COMMENTS. It shall be the Bidder’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Towns if any language, specifications or requirements of an RFP are ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Questions and comments regarding this solicitation must be submitted in writing by email to Albert V. Ranaldi, Jr. at aranaldi@lincolnri.org.

Questions received after the deadline noted herein will not be answered. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All submitted questions and the Towns’ written response to each will be available as an addendum that will be posted on the Lincoln website by XXXX.

Potential proposers are responsible for checking the Lincoln website http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget to download a copy of the addendum. Proposers must acknowledge receipt of all addenda on the town proposal form which will be submitted with the proposal package.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the contracting Town.

TAXES, EXEMPT. The Towns are exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the Towns are also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same. If requested, the Towns will furnish exemption certificates when the successful bidder submits invoices for payment.

TERMS OF THE OFFER. The Towns reserve the right to negotiate final contract terms with any Bidder selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Bidder’s bid, and all modifications and clarifications that are submitted at the request of the Towns during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and
clarifications to the awarded Bidder’s bid, and the awarded Bidder’s bid. Specific exceptions to this general rule may be noted in the final executed contract. Bidder understands and acknowledges that the representations above are material and important and will be relied on by the Towns in evaluation of the bid. Bidder misrepresentation shall be treated as fraudulent concealment from the Towns of the facts relating to the bid.
TERMS AND CONDITIONS

The Towns of Lincoln and Smithfield, and the City of Woonsocket will each be contracting separately and may but are not obligated to award the contract to the same Bidder. As such, the Terms and Conditions below apply to each and all contracts awarded under this RFP.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney’s fees and costs.

AUTHORITY OF THE TOWN. Subject to the power and authority of the contracting Town as provided by law in this contract, the contracting Town shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The contracting Town shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. Without cause, the contracting Town may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. With cause, the contracting Town may cancel this contract at any time with ten- (10) days written notice to the Bidder. Cancellation for cause shall be at the discretion of the contracting Town and shall be, but is not limited to, failure to supply the materials, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Towns Finance Director.

CHANGES IN WORK. The contracting Town may, at any time work is in progress, by written order, make alterations in the terms of work as detailed herein, require the performance of extra work, decrease the quantity of work, or make such other changes as the contracting Town may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the contracting Town. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor’s proposal.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder’s response. Bidders may submit an “approved equal” product or service in quality basis. The Towns reserve the right to determine equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than the specifications requested with the submission of the bid and in accordance with applicable technical specifications.

CONTRACT INCORPORATION. This contract embodies the entire contract between the contracting Town and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Bidder’s successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend
or extend the contract. Parties may add or remove items or services from the scope of work on an as needed basis and at the discretion of the Towns.

FORMATION OF CONTRACT. Bidder’s signed Bid and the contracting Town’s written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Rhode Island. The parties stipulate that this contract was entered into in the respective county of the contracting Town, in state of Rhode Island. The parties further stipulate that the county of the contracting Town is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation including documents referenced herein.

COORDINATION BETWEEN CONTRACTORS. Each Town reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the contracting Town from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by them because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The Contractor shall be held responsible for any breakage, loss of the Towns’ equipment or supplies through negligence of the contractor or his employee while working on the Towns’ premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the Towns any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

INSURANCE REQUIREMENT. Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish each contracting Town with the Certificates of Insurance proving coverage as specified in “Proposer’s Statement Regarding Insurance Coverage” and naming the contracting Town, its officers and agents, Additional Insured by endorsement.
RIGHTS RESERVED. Completion of Work. If Contractor fails to comply with the conditions of the contract or fails to complete the required work or furnish the required materials within the time stipulated, the contracting Town reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

ACKNOWLEDGEMENT of Risk & Hold Harmless Agreement. In addition to the indemnity provisions in the these Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the Towns, individually or collectively or in any combination, their officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on Towns property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorney’s fees, that may incur due to Releasors use of or presence in and on Towns property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on Towns property.

The Releasors acknowledge the risks that may be involved, and hazards connected with use of or presence in and on Towns property but elect to provide services under any contract with the Town(s) with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the Towns and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold the Towns harmless shall not be limited by the insurance required under the Terms and Conditions of Purchase.

ADDITIONAL INSURANCE REQUIREMENTS. In addition to the insurance provisions noted within the Contract Documents, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers’ Compensation insurance required for performance of a contract with the Towns shall include each Town, its department, divisions, officers, and employees as Additional Insureds but only with respect to the selected vendor’s activities under the contract. The insurance required through a policy or endorsement shall include:

Waiver of Subrogation waiving any right to recovery the insurance company may have against the Town or Towns; and provision that the selected vendor’s insurance coverage shall be primary with respect to any insurance, self-insurance or self-retention maintained by the Towns and that any insurance, self-insurance or self-retention maintained by the Towns shall be in excess of the selected vendor’s insurance and shall not contribute.
There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the Town(s)' Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with that Town. Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Towns. The selected vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder. The Town(s)' Purchasing Agents reserve the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

BRAND NEUTRALITY – The Towns remain brand neutral and expresses no preference for specific products and/or manufacturers. References to specific products or brands, where provided herein, are for reference only and should be interpreted to mean “or equivalent”.

FAMILIARITY WITH SITE/CONTRACT DOCUMENTS - It is the responsibility of the BIDDER/CONTRACTOR to visit the Project site(s) and become familiar with all applicable existing conditions. This responsibility extends to any and all subcontractors or tradespersons employed or intended to be employed by the successful CONTRACTOR. It is furthermore the responsibility of the BIDDER/CONTRACTOR to examine the Contract Documents and become familiar with same, and to ensure that said familiarity extends to any and all subcontractors or tradespersons as referenced above. No claim for extra compensation shall be entertained for Work required be done which an examination or examinations of the Site and/or the Contract Documents would have revealed as necessary to accomplish the purpose intended or indicated within the Contract Documents.

CLEANING FINISHED WORK - After the Work is completed, each site shall be carefully cleaned free of debris, product wrappings, etc. and left in first class condition, ready to use. All waste materials shall be properly recycled off-site and the Work left broom-clean.

PROTECTION OF TRAFFIC

A. The CONTRACTOR shall inconvenience traffic as little as possible and shall provide suitable barricades, red lights, "Danger" or "Caution" signs at all places where the Work constitutes in any way a hazard to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

B. In addition, the CONTRACTOR shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the Work or visiting site. Traffic control devices shall be in accordance with the latest Manual of Uniform Traffic Control Devices.

C. The CONTRACTOR shall provide watchmen at particularly dangerous locations such as railroads, heavily traveled roadways and similar locations, and where ordered by the OWNER.

D. Access to private properties over driveways shall be maintained. Temporary structures erected by the CONTRACTOR to accomplish this shall be safe. The CONTRACTOR shall be liable for any damage or injury resulting from the Work.
E. Arrangements for traffic protection and control, detours, barricades, flaggers, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities' requirements.

F. Efforts shall be made to preserve two lane traffic on all roads, except in areas where it becomes necessary, then one lane of traffic will be open for traffic. At all road crossings where "open cut construction" will be allowed one lane of traffic will be preserved.

G. When it is necessary to close a street temporarily, detours shall be provided and plainly and adequately marked. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the Work. The CONTRACTOR shall provide uniformed signal men to direct traffic at major intersections and as directed by the Town.

START-UP CERTIFICATIONS AND COMMISSIONING - The CONTRACTOR is responsible for scheduling and coordinating all required certifications and commissioning tests for each Town. The CONTRACTOR is further required to schedule and coordinate all appropriate start-up tests, training, etc. with all equipment vendors, subcontractors, etc. for all equipment.
BID FORM

Bid Number – RFP #2020-07
Street Light Maintenance and LED Conversion

Note: Be sure to submit a Bid Form for each Town.

To:
Town of ________________________
Address: ______________________________________
____________________________________________________

From:
____________________________________________________
Name of Proposer

Mailing Address

____________________________________________________

Town, State & Zip

******************************************************************************
THE PRICE OF EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.
******************************************************************************
All items shall be completely filled out in writing
******************************************************************************

Please provide the following cost items in writing:

Base Cost:

<table>
<thead>
<tr>
<th>Total Cost of LED Conversion Option 1:</th>
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<tr>
<td>Total Cost of LED Conversion Option 2:</td>
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<tr>
<td>Total Cost of Controls Option 1:</td>
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<tr>
<td>Total Cost of Controls Option 2:</td>
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<td>Total Cost of Controls Option 3:</td>
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<tr>
<td>Total Cost of Decorative Lights Option 1:</td>
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<td>Total Cost of Decorative Lights Option 2:</td>
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<tr>
<td>Total Pre-Conversion Maintenance:</td>
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<tr>
<td>Total Post-Conversion Maintenance:</td>
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</table>

Comment [MOU3]: This is tricky…the total cost could vary at the end of the project. Asking per item cost is also difficult because different items in your inventory will cost different amounts. Is it possible to use the price proposal excel spreadsheets as basis for this instead?

Comment [k4]: Although agreeably complex to indicate a Base Cost, please require it. The matrix of applicable fees will be evaluated to determine the lowest qualified bid that is in the best interest of each municipality to consider award of.

Comment [RA5]: How have you handled this in past bids? If there were no problems with past bids, I would recommend that we use the same format.

Comment [MOU6]: In the past, we have used the detailed price proposal forms and no base cost was included on the bid form.
Total GIS Lighting Survey: ____________

Company Name of Proposer

Mailing Address (PO Box or street)

Town, State, and Zip Code

Name of Authorized Representative

Signature                        Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number         Facsimile

CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees that he will contract with the Towns to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Each Town will have the sole authority to enter into an Agreement under this Invitation for Bid with the Bidder of its choice based on the evaluation criteria referenced herein. The Bid Forms are independent; however, there is a section for each Bidder to complete relative to the offering of a percentage discount if multiple towns elect to award a bid or bids to the same Vendor. Each Town has the sole right to select any Bid Item or combination of Bid Items when making an award.
NON-COLLUSION AFFIDAVIT

Bid Number – RFP #2020-07
Street Light Maintenance and LED Conversion

State of Rhode Island Counties of Newport and Providence, Bidder, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

__________________________________________  __________________________________
Date                  (Signed at)

__________________________________________  __________________________________
Bidder name                 Authorized Representative
(Person, Firm, Corp.)

__________________________________________  __________________________________
Address      Representative's Name

__________________________________________  __________________________________
City, State, Zip     Representative's Title
BIDDER STATEMENT REGARDING INSURANCE COVERAGE

Bid Number – RFP #2020-07
Street Light Maintenance and LED Conversion

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No2020-07. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance and agrees to name the Towns as Additional Insured for the work specified.

Insurance Required:
Workmen’s Compensation and Employment Liability Insurance in compliance with statutory limits.
Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of $1,000,000 per occurrence and in the aggregate.
Professional Liability Insurance with a limit of $1,000,000 per claim and in the aggregate. Automobile Liability Insurance including non-owned and hired automobiles with the limits listed below.

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<th>Amount</th>
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<td>Bodily Injury</td>
<td>$1,000,000 each person</td>
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<tr>
<td></td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>

Name of Bidder (Person, Firm, or Corporation)
_____________________________________________

Signature of Bidder’s Authorized Representative
_____________________________________________

Name & Title of Authorized Representative
_____________________________________________

Date of Signing
______
**BIDDER STATEMENT OF RELEVANT EXPERIENCE**

Bidders should provide a minimum of five (5) references from similar projects performed for any local government clients within the last five years. Information provided shall include:

- Client/Business name;
- Project description;
- Project dates (starting and ending);
- Client/Business project manager name and telephone number;
- Contract amount.

I hereby certify that I have performed the work listed below.

______________________________
Signature of Bidder

<table>
<thead>
<tr>
<th>CLIENT/BUSINESS NAME</th>
<th>PROJECT DESCRIPTION</th>
<th>PROJECT DATES</th>
<th>CLIENT/BUSINESS CONTACT</th>
<th>CONTRACT AMOUNT</th>
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</table>
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned __________________________ , as Principal, and , as Surety, are hereby held and firmly bound unto the TOWN OF LINCOLN, RHODE ISLAND, as OWNER in the penal sum of ($_______________ ), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ________________day of ______________, 20_________ .

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Lincoln, Rhode Island, a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for __________________________.

NOW, THEREFORE,

If said BID shall be rejected, or

If said BID shall be accepted and the Principal shall execute and deliver a Contract in the Form Of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a Performance Bond and a Labor and Material Payment Bond for his/her faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_________________________ and _____________________
Notary

_________________________ and _____________________
Principal   Seal

By: _____________________ and
Notary

Seal

Surety

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____________________________________
_____________________________________________________________________________
(Name of Contractor)
of ___________________________________________________________________________
(Address of Contractor)
as Principal, hereinafter called Principal, and
______________________________________________________________________________
(Name of Surety)
______________________________________________________________________________
(Address of Surety)
as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Lincoln,
Rhode Island, called the Obligee, in the full penal sum of ____________ Dollars ($___________),
in lawful money of their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has
entered into a certain written Contract with said Obligee, dated the_________________ day of
20 for the ___________________________________________________________________
which Contract, together with all Contract Documents now made or which may hereafter be
made in extension, modification or alteration thereof, are hereby referred to, incorporated in and
made a part of this Bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform, and execute all the
terms, conditions and stipulations of said Contract according to its provisions on his/her or its
part to be kept and performed and shall indemnify and reimburse the Obligee for any loss that it
may suffer through failure of the Principal to faithfully observe and perform each and every
obligation and duty imposed upon the Principal by the said Contract, at the time and in the
manner therein specified, then this obligation shall be null and void, otherwise it shall remain and
be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of said Contract
or in the Work done or to be done under it, or the giving by the Obligee of any extension of time
for the performance of said Contract or any other forbearance on the part of either the Obligee or the
Principal one to the other, shall not in any way release the Principal and/or the Surety, or
either of them, their representatives, heirs, executors, administrators, successors or assigns from
liability hereunder, notice to the Surety or Sureties of any such alteration, extension or
forbearance being hereby specifically and absolutely waived.

AND PROVIDED FURTHER THAT NO ACTION, suit, or proceeding shall be had or
maintained against the Surety on this instrument unless the same be brought or instituted and
process served upon the Surety within three (3) years from the expiration of the guaranty period provided in the Contract, whether the Work be completed by the Principal, or Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have SIGNED AND SEALED this instrument this ___________________ day of________________ , 20_____.

ATTEST:
Principal

____________________________________
(Principal) Secretary
By ___________________________ (S)
(SEAL)

Witness as to Principal

ATTEST:
Surety

___________________________________
(Surety) Secretary
(SEAL)
By ___________________________
Attorney-in-Fact

Witness as to Surety

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that ____________________________________________

(Name of CONTRACTOR)

of ___________________________________________________________________________

(Address of CONTRACTOR)

as Principal hereinafter called Principal, and

(Name of Surety)

of __________________________________________________________________________

(Address of Surety)

________________________________, a Corporation organized and existing under the laws of the
State of__________________________, as Surety, hereinafter called Surety, are held and firmly bound
unto the Town of Lincoln as Obligee, hereinafter called the Obligee, in the full penal sum of
______________________dollars ($________________ ) in lawful money of the United States for the
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered
into a certain written Contract with said Obligee, dated the ___________________day of ___________,
20______, which written Contract provides for the which Contract, together with all Plans and
Specifications now made or which may hereafter be made in extension, modification of alteration
thereof, are hereby referred to, incorporated in and made a part of this Bond as though herein fully set
forth.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
the Work provided for in such Contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery,
equipment and tools, consumed or used in connection with the construction of such Work, and all
insurance premiums on said Work and for all labor, performed in such Work whether by
subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that this Bond is executed, pursuant to the provision of the General
Statutes of the State of Rhode Island and the rights and liabilities hereunder shall be determined and
limited by said sections to the same extent as if they were copies at length herein.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the Work to be
performed there under or the Specifications accompanying the same shall in any wise affect its
obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Obligee and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said principal and surety have signed and sealed this instrument this _________ day of _________, 20_____.

ATTEST:

Principal

(Principal) Secretary
By ___________________________ (S)
(SEAL)

Witness as to Principal

ATTEST:

Surety

(Surety) Secretary

(SEAL)
By ___________________________
Attorney-in-Fact

Witness as to Surety

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.
PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT THEY PROPOSE TO USE

Note: If more than two (2) subcontractors are proposed, provide multiple copies of this form with the various entities’ information filled in below.

If none, write “None” __________________________________________________________________________

_____________________________________________________________________________

*Description of Work

_____________________________________________________________________________

Proposed Subcontractor, Name: _____________________________________________
Address:  _____________________________________
_____________________________________
_____________________________________

Description of Work

_____________________________________________________________________________

Proposed Subcontractor, Name: 
Address:  _____________________________________
_____________________________________
_____________________________________

*Insert description of Work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest in respect to this Contract.

Bidder ___________________________________________  
(Fill in Name)

By ___________________________________________  
(Signature and Title)
NOTICE OF AWARD

TOWN OF _____________________________

TO: _____________________________________

________________________________________
________________________________________

PROJECT DESCRIPTION: Streetlight Maintenance and LED Conversion Project

The OWNER has considered the BID submitted by you dated __________________ for the above referenced WORK in response to its Invitation to Bid and the Standard & Special Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amounts shown in the Bid Schedule, for the Town of _____________________________ portion only.

You are required by the Standard & Special Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR’S PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND, and Certificates Of Insurance within fifteen (15) calendar days from the date of this NOTICE to you. The bond forms contained within the Contract Documents must be used. Substitute bond forms will not be accepted.

If you fail to execute said Agreement and to furnish said BONDS and CERTIFICATES OF INSURANCE within fifteen (15) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this _____________________ day of __________________ , 20_________.

TOWN OF _____________________________, RHODE ISLAND
OWNER
BY: ___________________________________
TITLE: ___________________________________
Agenda Item #: __________ Date: __________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by ___________________________
this the __ day of __________________ , 20_______. (Company Name)

BY: ___________________________________
TITLE: ________________________________
NOTICE TO PROCEED

TOWN OF ______________________

TO: ______________________ DATE:

PROJECT DESCRIPTION: Streetlight Maintenance and LED Conversion Project

Town of ______________________ Portion Only

You are hereby notified to commence WORK in accordance with the Bid Proposal dated xx/xx/20xx, on or before xx/xx/20xx and you are to complete the WORK within one hundred twenty (120) consecutive calendar days thereafter. The date of completion of all WORK is therefore xx/xx/20xx.

TOWN OF ______________________, RHODE ISLAND
OWNER

BY: ______________________
TITLE: ______________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by ______________________ this the ____day of ______________________, 20______. (Company Name)

BY: ______________________
TITLE: ______________________
PRICE PROPOSAL FORMS

Intentionally blank.

Please see attached Excel Files.
MULTI TOWN DISCOUNT FORM

The Towns of Lincoln and Smithfield, and the City of Woonsocket each reserve the sole right to award a contract to the Vendor of their choice, based on the Bids that are responsibly submitted. If more than one (1) participating community elects to award the bid to the same Vendor within one hundred and eighty (180) days from another community’s award, it is expected that there will be multi-community discount, on a percentage basis. Any percentage discount offered will be applied to each participating community’s bid (pursuant to the offering below) and to all unit price Bid Items and sub-Bid Items, including base bid and alternate items, materials, and equipment, but not including wage rates for additional scope work.

Project Phase: LED Conversion

Percentage Discount Offered

With Two (2) Participating Communities _________%

With Three (3) Participating Communities _________%

Project Phase: Maintenance

Percentage Discount Offered

With Two (2) Participating Communities _________%

With Three (3) Participating Communities _________%

The percentages offered on this form must match those on the individual community’s Bid Proposal forms.

Bidder Name (Please Print)

By _______________________________  Date _____________________________

Signature and Title
CONTRACT AGREEMENT

TOWN OF ________________________________

THIS AGREEMENT made and executed this ___ day of _________________, in the year 20______, by and between the Town of Lincoln, a municipality located within the State of Rhode Island, by its Town Council duly constituted, and without personal liability for the individual’s signatory hereto, herein termed the OWNER, party, of the first part, and ___________________ of ______________________ doing business as a corporation, hereinafter termed the CONTRACTOR, party of the second part;

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the OWNER for itself, and the CONTRACTOR for themselves and their heirs, executors, administrators, successors, and assigns, as follows:

That the Contract Documents consisting of this Agreement, together with the Legal and Procedural Documents, General and Supplemental Conditions, Detailed Specification Requirements, Contract Drawings, and any Addenda issued before execution of the Agreement, for the Contract;

That the CONTRACTOR has informed themselves fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;

That the CONTRACTOR has obtained all the information he needs to enable them to estimate fully and fairly the costs of the Work herein contemplated;

That the CONTRACTOR shall furnish all plant, labor, materials, suppliers, tools, equipment, and other facilities and things necessary or proper for or incidental to, the party of the first part in accordance with this Contract, commencing Work within the time interval stated in the Bid Proposal, provided he shall have been notified by the OWNER so to do, and completing everything required of them under this Contract not later than the time stated in the Bid Proposal.

That the OWNER shall pay and the CONTRACTOR shall receive, as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid Form of the Proposal.

That the quantities shown in the Bid Proposal or Bid Form are approximate only, and are solely for the purpose of facilitating the comparison of Proposals; that the OWNER shall not be held responsible if these quantities are not even approximately correct; that for all Work upon which unit prices and lump sums are quoted, the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities shown in the Bid Proposal or Bid Form; and that the unit prices and lump sums set against the several items cover all incidental services required of the CONTRACTOR under the Contract. That the CONTRACTOR shall give to the OWNER, as liquidated damages, for each day lost by the CONTRACTOR in the completion of the Work of the Contract after the time stipulated in the Contract Documents, the sum of Two Hundred Dollars ($200.00) per day;

Signed, sealed and delivered in triplicate the day and year first above written.
OWNERS:
Town of ____________________________ a, Rhode Island

BY:  ______________________________________________________
    Town Administrator

CONTRACTOR*: _________________________________________________

ADDRESS:  ______________________________________________________

BY:  ______________________________________________________
    TITLE: _____________________________________________________

*IMPORTANT: Execute acknowledgment of officer or agent of CONTRACTOR who signs
this document.

This Contract, Bonds, and Certificates of Insurance are satisfactory to the Town of XXXXX, Rhode
Island.

BY:  ______________________________
    Town Solicitor
    Town Council Agenda Approval Date
Scope of Work

Prepared for the Towns of Lincoln, Smithfield, and the City of Woonsocket

Prepared by Rethinking Power Management
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1. General Scope of Work

Please note that the Towns reserve the right to make changes to the wattages, control options, maintenance count, etc. based on requirements around how streetlights on state roads will need to be transferred to RIDOT.

The Towns of Lincoln, Smithfield, and the City of Woonsocket (“the Towns”) are seeking Proposals from qualified contractors (“Contractor(s)” or “Vendor(s)”) to provide turnkey projects to:

1) provide pre-LED conversion streetlight maintenance,
2) convert existing municipally-owned streetlights to LED
3) purchase and install streetlight controls, and
4) provide warranty and non-warranty maintenance services following the conversion.

LED conversion project elements include developing a lighting design (including the recommendation of equipment options for the LED conversion and equipment options for controls) and installing lighting samples in the Towns for review and approval (pilot program), then removing and disposing of the existing luminaires and/or ancillary fixtures, installing town-approved LED luminaires, installing in-line fuse disconnects, installing streetlight controls, labeling streetlight poles, as appropriate, retrofitting and/or replacing post top fixtures as required, installing or repairing posts and poles as required, providing an updated streetlight inventory, supplying GPS fixture location and inventory data to the Towns, and applying for available rebates and incentives. Conversion also includes routine maintenance during the first year where labor and materials are fully warranted.

Note that the Towns are “brand neutral” and have not identified a particular LED fixture product or streetlight network control option as being the product of choice. The Vendor is expected to provide information to support their selection in sufficient detail so that each Town may make informed choices accordingly. On the Bid Form, Vendors may propose two options. Vendor’s preferred option is to be expressed as Option # 1. See the Bid Form for additional information.

Since the Towns have not made a final decision about controls equipment, the costs associated with hosting and maintaining any WiFi network(s) are not to be included in the Bid. The Towns retain the option to negotiate with the selected contractor(s) or other service providers for these services.

The value of any incentives or rebates from National Grid and the Rhode Island Office of Energy Resources (OER) for the LED conversion shall remain with the Towns. As such, all pricing must reflect the full price of the project. The selected Contractor will be responsible for completing the necessary applications and supporting documentation to capture any incentives, rebates, etc., applying to National Grid and/or OER accordingly, and following-up as needed until incentives are received by the municipality.

The Bidder shall prepare an estimate of the energy and demand (kWh and KW) savings. The Bidder shall calculate energy and demand savings based on rated wattage of the existing fixture compared to the rated wattage of the proposed fixture, running on a dusk to dawn schedule (4175 running hours annually). Expectations for dimmed operations should not be included.

Note: Since the Towns have not made final decisions about dimming schedules, this methodology will allow for simple review and a level field for evaluating bids. The Towns recognize that actual costs and savings will be impacted by the RI S05 Tariff, controls selection, adopted dimming schedules and other factors some of which will be decided after contract award.

Maintenance services will include all services necessary to keep the streetlights in good and proper working condition including warranty work, routine repairs, emergency repairs, coordination activities and call center operations. Similar maintenance on decorative lights as well as other incidentals are also included as part of this RFP – see the Price Proposal Forms for additional information.
The Towns may select the same Contractor or different Contractors, for the various Bid Items within this RFP based on the evaluation processes and in accordance with their best interests as described herein. Contractors are requested to consider offering a multi-town discount should the Towns choose to select the same Contractor.

Prospective firms must provide a complete response addressing all the requirements of this Request for Proposals (RFP).

2. Detailed Scope of Work

All of the requirements herein (as applicable) shall apply to the following specific Scope of Work (Bid) Items. State of RI prevailing wage rates will apply to all labor activities associated with each Bid Item. Bid pricing for materials shall not include sales tax. More details are provided in section 2.01 and thereafter.

**Item 1:** Pre-LED conversion streetlight maintenance, including:

- a. Unit per-pole pricing for routine maintenance as described herein;
- b. Time and materials labor rates for routine maintenance and emergency maintenance as described herein;

**Item 2:** LED conversion, including all fixtures, hardware, equipment, fused disconnects, confirming inventory, basic lighting design, pilot program, ensuring proper operations of each streetlight, incidentals necessary for a complete turnkey project, call center operations, and year 1 maintenance services. Each bidder must submit two equipment options as described herein. In some cases, the vendor may have to decommission fixtures and associated hardware (mast arm and wiring) without replacing the fixture. Separate pricing for this is allowable in the price proposal sheets. Additionally, the vendor may need to add new mast arms, wiring and fixtures in select areas (see Price Proposal form for more detail). First year warranty and routine maintenance pricing is included within this Bid Item.

**Item 3:** Streetlight Controls – purchase, installation, commissioning, and training for the control system. Each bidder must submit two (2) control system options as described herein. The Bid shall include the initial (one-time) installation costs for the streetlight control software platform but shall not include on-going internet hosting costs.

**Item 4:** Post-LED conversion streetlight maintenance (years 2-5), including:

- a. Monthly per-pole pricing for routine, non-warranty services;
- b. Time and materials pricing for routine, non-warranty services;
c. Labor and material costs for emergency services.

Note: The first-year post-conversion maintenance costs, while labor and material warranties are in effect, are to be included within the conversion bid prices.

Item 5 (optional) GIS Lighting Survey - Audit the city’s streetlight inventory to create a clean dataset of the existing fixtures and conditions. Create a GIS interchange data set suitable for use with various online GIS systems such as Google Mapping, ARC GIS, Map Info etc.

2.01 General and Technical Requirements

All data regarding the streetlights within the Towns is based on information provided by the Towns. The inventory of cobra head style street lights located on wood and steel poles was provided by National Grid for Lincoln and Woonsocket. The Town of Smithfield has a GIS inventory that will be made available to the awarded bidder. All inventory counts are to be considered estimates.

The basis for each bid shall be the inventories in the price proposals. The number of fixtures and associated wattages shown should be considered estimates only; the Price Proposal Forms are set up on a unit price basis, and the prices offered by each Contractor shall be used to adjust for any discrepancies that may be found between the National Grid and/or Municipal inventories and the actual conditions found in the field by the Contractor.

The Contractor(s) shall comply with applicable environmental laws and regulations regarding handling of hazardous substances and shall take appropriate measures to ensure the safe handling of such substances as Contractor(s) may encounter in the performance of the approved Contract(s).

The project will be "No Waste", i.e. all equipment will be removed and properly recycled in accordance with all applicable laws and regulations. All disposal costs shall be borne by the Contractor. The Contractor will provide copies of disposal lading documentation to the Towns and will keep copies on file as required by law.

2.02 Contractor Minimum Qualifications

Prospective firms submitting proposals shall submit at least 3 references of similar projects in the area of streetlight conversion, management and maintenance services. Anyone working above the communication space on utility poles or within electric distribution enclosures shall be electrically qualified as defined by OSHA 1910.269 (hereinafter “Qualified Electrical Worker”). Customer personnel or Qualified Electrical Workers are never allowed to enter a Company manhole, handhole, or other enclosed electrical equipment for any reason without the Company’s safety supervision personnel being present on site and overseeing said work.
By submitting a Proposal, the Contractor is certifying that all electricians who would perform work under the Agreement are Qualified Electrical Workers as described above. Contractor must abide by any and all requirements set forth in Appendix B - National Grid’s Customer-Owned Streetlight Equipment Standards.

2.03 Purchase and Storage of Goods and Materials

The Contractor shall supply and install LED luminaires approved for the specific road classification and/or application. The Contractor shall also supply controls, luminaire arms (where necessary), in-line fused disconnects (see Appendices A and B), other fuses as required, daily report forms, wiring, and any other materials required to complete the work outlined herein. The Contractor shall maintain an inventory or have readily available a supply/supplier of luminaires, network controls, or other parts that are routinely used for warranty and non-warranty repairs in order to perform these repairs in accordance with the maintenance response times defined herein. Storage of the parts inventory shall be the responsibility of the Contractor.

The Towns will provide (at no cost) a central staging area where LED luminaires and other materials may be delivered, stored, picked-up and prepared for installations. Contractors may also deposit the removed luminaires and materials into contractor-provided storage bins at the staging site. Additional staging areas may be provided by the Towns based on the location of individual work areas throughout the duration of the project. The Contractor shall have reasonable access to the stored goods and materials. Details about the hours of access will be finalized after the Contractor is selected. Alternatively, the Contractor may provide staging areas at his/her own expense.

2.04 Responsibilities of the Contractor during LED Conversion – Scope of Work Bid Items 2, 3, and 5

The selected Contractor(s) shall provide all labor, equipment, materials, permits and incidental work necessary to completely remove and properly dispose of the existing luminaires and replace them with new LED luminaires with streetlight controls, if said controls are approved by the Towns. This work will be performed on streetlights listed in the attached streetlight inventories, which is to be verified and updated as part of the project (as noted herein). Additional streetlight and/or decorative fixtures may be added after the acceptance of a final design plan only by an approved change order from the municipality, as noted in the Proposal Terms and Conditions.

Bids shall be submitted on a one-for-one basis for lighting output and for the quantities of fixtures. Bids shall not include assumptions about lighting design. Decisions regarding appropriate light outputs and dimming criteria will be determined in coordination with the awarded Contractor.
Towns of Lincoln, Smithfield, and Woonsocket Streetlight Conversion and Maintenance Scope of Work

Work will be scheduled on a block-by-block basis in geographic succession using maps provided by the Contractor that will depict the replacement schedule by area. Scheduling is subject to approval by the Municipality’s Project Manager, or designee. The Contractor will provide maps and database listings, utilizing the streetlight inventory, of the pole locations where the Contractor will be performing LED replacements.

The Contractor shall use handheld GPS devices to verify and/or update the streetlight coordinates and maps as needed (such as Trimble or other equivalent device as approved by the municipality) for the duration of the Contract. The Contractor will be responsible to create information sheets on each pole, fixture, and control with location data. This information shall be provided to the municipality, utilizing the streetlight inventory, of the pole locations where the Contractor will be performing LED replacements.

The Contractor shall use handheld GPS devices to verify and/or update the streetlight coordinates and maps as needed for the duration of the Contract. The Contractor will be responsible to create information sheets on each pole, fixture, and control with location data. This information shall be provided to the municipality for processing and incorporation into their mapping database. GIS mapping will be the responsibility of the municipality, unless the optional task 5 is awarded.

The Contractor shall complete project reports described herein and will meet all applicable federal, state, utility, and municipal rules, regulations, and requirements.

Pilot Program – the pilot program involves installing 8-10 sample light fixtures and control nodes (as applicable) at the site of the Municipality’s choosing, at no cost. The pilot serves to confirm and approve fixture wattages which should be closely considered depending on the controls strategy that is chosen. For example, if simple photocells are to be used, the specified wattages may be too bright. The vendor is responsible to advise the municipality and verify the wattages with the municipality prior to ordering any product for installation. The pilot program should be representative of the exact fixtures, wattages, and controls that will be installed during LED conversion as agreed to by the municipality.

LED Fixture Installation - The work involves removing an existing luminaire and photocell, repairing or adjusting a streetlight arm, and wiring as necessary, installing a new LED luminaire, wireless streetlight control as appropriate, and fuse block while repeating the process until all of the identified luminaires are replaced. In some cases, repairs such as painting and or replacements of decorative, city-owned poles may be necessary as described in this RFP.

All LED luminaires will be installed according to the manufacturer’s instructions. After replacing the existing luminaire with the new LED luminaires, the Contractor will test and confirm proper operation of the streetlights and controls, if included. Work also includes, but may not be limited to:

a. Coordinate and schedule any needed power disconnections and reconnections with National Grid, such as defective wire is discovered on a pole, as appropriate.

b. Coordinate traffic control with the municipality, as necessary.

c. Identify the pole location and verify map and pole number; update database with equipment installed, date, latitude and longitude for GPS coordinates, IP addresses, and other information, as needed. Provide this data in a file format suitable to common GIS software and the municipality’s requirements, such as ESRI ArcMap, as well as Microsoft Excel.

- If luminaire arm is missing or defective, make a note and report to municipal representative and skip to the next location.

- If a luminaire is on a utility pole but not on the inventory list, report to the municipal representative and perform the conversion as approved, then make a note in the inventory.
d. Affix appropriate Ownership Identification Label (to be provided by the Contractor) prior to installation in accordance with National Grid requirements.

e. Prepare LED luminaire and control for installation. Scan LED luminaire bar code. Ensure that each fixture and control work as intended. If a networked system, also confirm that each control can be seen on the software at the time of installation.

f. Perform safety check:
   • Check the secondary power lines (triplex) to determine the best approach for the luminaire and luminaire arm installation.
   • Check tree/vegetation. If tree/vegetation is obstructing the streetlight, trim branches as necessary to complete the installation; note work done in daily report form.
   • Check utility supply wire to the streetlight ensuring the drip loop is not touching any other wires or equipment. If touching other equipment, make adjustment if necessary; note work done in daily report form.

g. Check luminaire arm for structural integrity and perform routine/minor maintenance tasks (i.e., if bolts are loose, tighten the bolts). If luminaire arm and/or wind rod is damaged or non-repairable make a note to report to appropriate municipal representative and skip to the next location.

h. Check line voltage to the luminaire; update database if necessary.

i. Decommission by removing and disposing existing luminaires, including luminaires that will not be replaced.

j. Complete installations of fused disconnect devices as described below and per instructions below and in Appendices A and B.
   • Install inline fused disconnect and cover on streetlight-only pole if power is fed overhead.
   • Install inline fused disconnect and cover in underground streetlight-only pole hand hole or in junction box, following approval and under supervision of the Utility.

k. Remove and dispose of mast arm and wiring as requested by the municipality. See price proposal form for more information.

l. Remove and dispose of existing municipally-owned poles as necessary. See price proposal form for more information.

m. Install LED luminaire and Controls as specified in Contract.

n. Confirm successful operation of the luminaire and control.

o. Note wattage of removed luminaire and LED replacement model, as well as pole number and street name for each. Prepare and store removed luminaire for recycling.

p. Utilize a main vehicle (a properly equipped bucket truck) equipped with Type D Arrow Board for mobile operation.

q. Comply with applicable environmental laws and regulations regarding handling of hazardous substances and take appropriate measures to ensure the safe handling of such materials as may be encountered in the performance of the Contract.

r. Recycle all materials such as old luminaires, paint, paint brushes and other materials responsibly. Provide required lading documentation.
Contractor may propose additional work for the municipalities’ consideration.

**Electric System Separation** - The Contractor will be responsible for creating a physical electrical separation between National Grid’s secondary conductors and the municipal-owned street and area light conductors. This fused disconnect device is required to be installed at the time of conversion to LED on Utility-owned poles.

The separation is accomplished by installing a fused disconnect device (e.g., an in-line fuse holder capable of utilizing a midget cartridge style fuse on every street and area light supply located as near as possible to the connection to the National Grid-owned secondary conductors). National Grid will permit the municipality to install the disconnect devices on existing streetlight locations in an energized condition using Qualified Electrical Workers, which will include the disconnecting of the existing energized supply conductor source to the streetlight luminaire. The Contractor shall design his/her Work Plan such that this activity should not require a visit from National Grid to de-energize or re-energize the streetlight source at the service connection.

The purpose of the fused disconnect device, in addition to providing electrical protection, is to serve as a disconnect point for the municipality-owned streetlight. Once installed, the municipality’s Qualified Electrical Workers may disconnect or reconnect a customer-owned streetlight(s) using the fuse device to perform maintenance or other equipment per Narragansett Electric Co. (National Grid) Guidelines for Customer-Owned Streetlighting Installation and Maintenance replacement (Appendix A).

For underground customer circuit applications, the Contractor shall locate the disconnect device within an enclosure installed and owned by the municipality and located in close proximity to the designated service connection location within the enclosed National Grid facility. However, at a minimum for existing streetlight installations only, the disconnect device can be located within the base of the first streetlight standard closest to the circuit’s service connection.

If it is found that the existing streetlight conductors are defective, corroded, or burned, or the circuits are insufficient, National Grid will allow the Qualified Electrician to install a #10 AWG wire of sufficient length, and will allow the municipality to make the permanent connections to National Grid’s secondary wiring loop using the appropriate material and sized connectors, per the National Grid’s Customer-Owned Streetlight Equipment Standards (Appendix B).

**Traffic Controls** - The Contractor shall submit a traffic control plan for approval by the municipality prior to authorization to proceed with the work. The traffic control plan shall stipulate the streets where police are required for traffic control at work zones due to traffic volume and/or safety concerns.

The Contractor shall provide and maintain such signs, barricades and warning lights as are necessary to warn and protect the public at all times if affected by work operations. Contractor shall arrange for police traffic patrols with the Police Department, in accordance with the approved traffic control plan, where required.
The cost of police details (personnel and vehicles) shall be borne by the municipality, not the Contractor. However, the Contractor is responsible for all other incidental traffic control measures and devices (cones, warning signs, flaggers etc.).

The procedure for securing police detail assistance involves notifying and securing the approval of the municipality, followed by the direct scheduling of such assistance by the Contractor. In the event of a scheduling change for any reason, the Contractor will be responsible for cancellation of any police detail. The cost of any cancelled work not coordinated with the police department will be the responsibility of the Contractor.

Contractor shall conduct operations as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall maintain and make available to the municipality a local telephone number and website where they can be contacted twenty-four (24) hours per day.

**Quality of the Work** - Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within the conversion period. Such repairs and replacements shall conform to the specifications under which the Contractor originally performed the work.

**Payment for LED Fixture Conversion** - The LED installation process will be paid according to the final approved Price Proposal form and based on actual quantities as verified in the field. All streetlight work is subject to approval by the respective municipality’s Project Manager or designee prior to payment authorization. Payments are subject to a standard 10% retainage until the end of the project. The Contractor shall provide a payment schedule for the municipality’s approval after award.

**GIS Lighting Survey (optional)** - Prior to LED conversion, Collect data on existing lighting inventory and identify attributes such as GPS coordinates (latitude and longitude) of each fixture, fixture type, pole mounting configuration, wattage, pole height and type, setback, mast arm length, and ID number. Record any issues such as damage, tree obstruction or electrical hazards. Auditor’s software shall be capable of generating a custom mobile application for use by the client and their electrical contractor that provides all location mapping, asset data, and the ability to record installation progress and field notes in real time. The Contractor shall provide frequent audit reports showing an overview map listing the locations completed during data collection.

The Contractor shall reconcile the data with the municipality’s existing inventory and provide a GIS interchange data and GIS map for the municipality’s use. This may include the development of a data dictionary defining data being collected for use with the GIS interchange data set.

**2.05 Responsibilities of the Contractor Pre and Post LED Conversion – Scope of Work**

**Items 1 and 4**
The Contractor(s) shall provide warranty and non-warranty maintenance services for each existing light fixture (as of the date of the Contract acceptance) and each new light fixture once converted to LED and accepted by the municipality.

Call Center Operations – The Contractor shall maintain a Call Center where residents and municipal staff may report outages and other issues and which enables the Contractor to meet the emergency and non-emergency response times and other requirements of this RFP.

a. The Call Center is to be accessible twenty-four (24) hours per day, seven (7) days per week. It shall provide both internet, and phone access.

b. The Contractor shall provide written (electronic) reports detailing the services provided, any coordination efforts with the utility provider, calls received, urgency of the call, caller information (if available), nature of the repair and any other relevant information. The frequency of these reports may vary and is at the discretion of the Towns.

c. Within the Bid, the Bidder shall describe their approach to the Call Center operations.

Routine Maintenance – As part of routine maintenance, the Contractor will be responsible for initially responding to outages and following up on City or constituent repair requests to the call center. The Contractor shall first determine if the issue can be resolved remotely to avoid field actions if possible. If the issue falls under routine maintenance, it shall be addressed within the timeframe provided herein. With approval from the towns, the Contractor may bundle routine maintenance issues to minimize the number of times a truck needs to be rolled. The Contractor shall be responsible for the replacement of failed lamps, ballasts, or other equipment, repair of minor wiring issues, replacement of broken covers, and other failures/issues that occur under warranty or as a result of age and normal deterioration.

Routine maintenance will be performed within five (5) business days of notification, weather permitting. Routine maintenance includes all of the streetlight repairs that are communicated by the respective municipality’s Representative to the Contractor by the close of any business day.

The selected Contractor shall maintain an inventory or have readily available a supply/supplier of streetlight network controls, photo cells, lamps, ballasts and all other equipment/materials that is routinely used for these repairs in order to perform the repairs in the timeframes required.

Immediately following the completion of the repair work, the Contractor shall send an after-action report to the municipality indicating what actions were taken to resolve the field issue. The Contractor will log this into the reporting system and generate a report of repair actions each billing period for review by the municipality.

Emergency Repair Service – Emergency service shall be provided by the Contractor twenty-four (24) hours per day, seven (7) days per week, to make immediate or temporary repairs to municipally-owned...
series and multiple streetlight pole or service knock downs or damage caused by vehicle collision, acts of God, vandals, or as required because of a public safety hazard.

Emergency calls must be authorized under direction of the municipalities unless otherwise specified. When so authorized, the Contractor shall dispatch a qualified service technician and equipment. Response time shall be less than two (2) hours under normal circumstances.

Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall maintain and make available to the municipalities, a local telephone number and website where they can be contacted twenty-four (24) hours per day.

**Additional Repair Service** - In the event a pole and/or fixture needs to be replaced and/or additional poles or lights are requested, the Contractor shall submit a quote via e-mail to the applicable municipal representative for approval. Upon approval, the Contractor shall proceed with the replacement. The successful Contractor will be expected to note and then report to the municipality’s representative any outages found in the process of responding to a streetlight maintenance request.

**Utility Coordination** - The Contractor will be required to coordinate streetlight repair and maintenance activities with the utility where required. However, the municipalities are interested in minimizing these costs to the extent practicable.

The procedure for securing assistance from the utility involves notifying and securing the approval of the municipality, followed by the direct scheduling of such assistance by the Contractor. The Contractor shall be responsible for following up with the utility on a weekly basis to determine the status of any outstanding work requests. If the utility has completed its work, and the streetlight is still not functioning, the Contractor shall return to finalize the repair. In the event of a scheduling change for any reason, the Contractor will be responsible for cancellation of any utility assistance. The Contractor will pay for any utility assistance that it fails to cancel in a timely fashion.

**Reporting** - The Contractor shall provide monthly reports in spreadsheet format, (Microsoft Excel), outlining the following information: location of repair, pole number, adjacent street address, coordination activity with utility company, complaint number, date complaint received, date repair due, date of actual service, if repair has been turned over to utility and if so the work request number, and any other pertinent notes. The monthly reports shall include summary information, as requested by the municipality (e.g. total number of calls, average response time).

**Other Assistance** - At the municipality’s request, the Contractor shall make themselves available to attend Municipal Council and other meetings in order to report on issues concerning the street-lighting system.
2.06 Other Services

The Contractor should identify any other services that it will provide as part of the contract.

2.07 Deliverables and Schedule

Deliverables shall be considered those tangible resulting work products that are to be delivered to the municipality such as reports, draft documents, data, interim findings, drawings, shop drawings, specifications, schematics, training, meeting presentations, and final drawings.

The following deliverables related to the LED conversion shall be provided on a daily, weekly, bi-weekly, monthly or other basis as needed, and shall include but not be limited to:

a. Daily report submitted at the beginning of the next work day, by fax or e-mail as directed by the municipality detailing the number of streetlights removed, number of LED streetlights installed, number of poles skipped and reason why the poles were skipped, traffic detail provided, utility coordination, and any incident or situation and additional work that happened during the work day. The reports shall identify locations by street and pole number. The reports shall also indicate the planned or proposed work for the following week.

b. Monthly summary report detailing work completed for submission to National Grid.

c. Pay requests will be on a monthly basis and will detail work performed per line item as specified in the Price Agreement and any negotiated work performed during that time. All payment requests shall be made utilizing AIA standard payment forms 702 and 703.

d. Access to the inventory database, as appropriate.

e. Final summary report that includes the final inventory (streetlight and decorative) at the conclusion of the project.

2.08 Warranty and Performance

All parts and labor shall be covered under warranty as described below.

The Contractor represents and warrants that:

A. They will perform all Services set forth herein in a good and workmanlike manner, in conformance with the specifications and requirements of the approved Contract, and in accordance with the highest applicable professional and/or industry standards;

B. Each of their employees, subcontractors, and others assigned to perform Services have the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and

C. They will, at all times during the term of an approved Contract, maintain and keep current all licenses, technical certifications, and certificates of insurance required to perform the work set forth in the Contract.
Warranty work shall have at a minimum a one-year (1-year) workmanship warranty period from the date of project completion and acceptance by the municipality. The manufacturer’s warranty for the LED luminaires and controls shall be at least ten (10) years. Contractor shall submit completed original Manufacturer warranty documentation, issued to the appropriate municipality, prior to acceptance of the work.

The one (1) year and ten (10) year warranty periods for all equipment will begin upon final acceptance of the entire project for the municipality, not on the install date of each individual piece of equipment.

Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within the workmanship warranty period. Such repairs and replacements shall conform to the specifications under which the Contractor originally performed the work. Contractor shall also repair any damage or remedy any disturbance to property or improvements if caused by the Contractor’s work and if the damage or disturbances occurs within the warranty period. If Contractor performs warranty work, the warranty work also shall have a one (1) year workmanship and ten (10) year materials warranty period from the date of its completion and acceptance by the municipality.

The call center staff shall notify the municipality if such problems occur within the one (1) year period. The municipality, or their designated representative, will provide the Contractor with written Notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If the Contractor, after written Notice, fails within five (5) days to comply with the municipality’s request, the municipality has the right to perform the warranty work either by hiring another Contractor or by using its own forces. In that event, the Contractor and its Surety shall be liable to the municipality for the cost of the work performed and any additional damage suffered by the municipality, including reasonable attorney’s fees incurred by the municipality for this event.

Both a Labor & Material Payment Bond and a Performance Bond (in the forms included within these documents) shall be provided by the Contractor in values equal to one hundred percent (100%) of the total contract values to the municipality.

2.09 Period of Performance

CONVERSION

It is the responsibility of the contractor to ensure the proper flow of materials and scheduling of labor to meet project timelines. The LED conversion shall be completed within one hundred and eighty (180) calendar days (weekends and holidays included) from the notice to proceed with LED conversion work. The failure to complete work within the stipulated timeframe will result in the assessment of liquidated damages in the amount of five hundred dollars ($500) for each day the work is past due unless just cause can be provided to the municipality for the delay. “Just cause” is defined as acts of god such as floods,
earthquakes, acts of terrorism or other natural disasters that have been clearly documented by the Contractor. Normal amounts of rain, wind, or poor weather conditions will not be considered as just cause for extending the contract duration. Please note that the liquidated damages are not penalties, but rather pre-determined damages.

The initial term of this Agreement shall begin on the Effective Date and shall expire one (1) year later unless terminated sooner as provided herein. The Bidder shall provide a schedule at the outset of the project that identifies specific milestones and the anticipated date of completion.

The Parties may agree, by mutual consent, to extend the Agreement for an additional one (1) year period. All original (or duly negotiated and mutually agreed upon terms and conditions shall apply during any such extension period.

Conversion work may not begin until all National Grid and Office of Energy Resources (OER) approvals for incentives and rebates are approved and authorization to proceed is furnished.

**MAINTENANCE**

Pre-LED conversion maintenance shall begin as of the date of transfer of ownership of lights to the municipality and shall continue uninterrupted for the term of this contract or until all of the fixtures have been converted to LED. The municipality shall issue a Notice to Proceed for this work once the transfer is complete.

Post-LED conversion maintenance shall begin upon written acceptance by the municipality of the LED conversion project (“Conversion Effective Date”). The initial term of this Price Agreement element (Post-LED Conversion Maintenance) shall begin on the Conversion Effective Date and shall expire three (3) years later unless terminated sooner as provided herein. This contract will be for an initial three (3) year period with two (2) additional one (1) year extensions.

The additional two (2) years may be taken individually or in multiple years with the same terms and conditions. At least sixty (60) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Price Agreement. The Contractor shall provide a written extension proposal within thirty (30) calendar days following the municipality’s request for such a proposal. However, nothing binds or requires either Party to extend this Price Agreement. The total term of this Price Agreement shall not exceed five (5) years.

2.10 Work Performed by the Towns

Municipal staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required.

The municipalities have assigned the following personnel or their designees to this project. Contact information will be provided upon contract award.
• Al Ranaldi, Town of Lincoln
• Kevin Cleary, Town of Smithfield
• Paul Luba, City of Woonsocket

The municipalities will perform the following specific duties:

a. Approve the lighting design, pilot program, and completed streetlight inventory.
b. Inspection and monitoring of the project.
c. Provide instruction and direction for additional work that the Contractor might perform.
d. Cover the cost of police detail, in accordance with the respective Town-approved traffic control plans (Towns of Lincoln and Smithfield ONLY).
e. Provide guidance on maintenance services.
f. Provide lay down area.
g. Serve as a central point of communication as issues arise during the lighting conversion process.

2.11 Place of Performance

The work will be performed on poles as depicted herein or as otherwise negotiated by the municipality. The municipality reserve the right to add to the Price Agreement additional sites, such as but not limited to municipal parking lots, schools, parks, and other lighting on municipal properties not listed herein. The municipalities reserve the right to negotiate pricing for alternative and/or additional fixture types.

2.12 Public Safety

Contractor shall comply with the following safety requirements:

a. Work performed on all poles must follow the applicable requirements of OSHA and shall ensure all such work is performed by a Qualified Electrical Worker.
b. Work in Utility’s manhole, hand hole, or other enclosed electrical equipment shall be performed in coordination with and under the supervision of the Utility, as per Appendices A and B.
c. Temporary traffic control based on municipally approved traffic control plans.

Locations with limited access include the following:

Some streets may be off limits during holidays and special events (pre-planned road races, etc.). Emergency situations may result in limited or restricted access to certain streets on an as-needed basis. No additional compensation shall be allowed for limited or restricted access as defined herein. A delay of work caused by a special event sponsored by the municipality shall be considered “just cause” for a delay of the LED conversion. The LED conversion schedule will be extended proportionately for any special event delays caused at the request by the municipality to avoid liquidated damages.
3. Proposal and Content Organization

By submitting a response, the Contractor is accepting all contract conditions, terms, and documents that are a part of, referenced by, or attached to this RFP.

The Contractor must provide all information and follow the format outlined herein. Additional materials in other formats may not be considered. The municipalities may reject as non-responsive at their sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

a. Cover Letter
b. Table of Contents
c. Description of Firm and Experience
d. Project Team and Equipment
e. Project Approach and Understanding - Conversion
f. Project Approach and Understanding – Pre and Post-Conversion Maintenance
g. Proposed LED Luminaires and Controls Manufacturer Warranties and Cut-Sheets
h. Bid Forms and Price Proposal Forms

3.01 Cover Letter

The Cover Letter must state the name of the person(s) authorized to represent the Contractor in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person’s name, mailing or street addresses, phone and fax numbers and email addresses.

A legal representative of the successful firm authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response.

3.02 Table of Contents

Please provide a Table of Contents after the Cover Letter giving a clear identification by section and page number. Such sections will be those listed below.

3.03 Description of Firm and Experience (Maximum Points – 15)
1. Provide a company profile and describe your firm’s legal structure. Include:
   a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
   b. Location of the company offices.
   c. Number of employees both locally and nationally.
   d. Location(s) from which employees will be assigned.
   e. Name, address, and telephone number of the Bidder’s point of contact for a contract resulting from this RFP.
   f. Company background/history and why Bidder is qualified to provide the services described in this RFP.
   g. Length of time Bidder has been providing services described in this RFP. Please provide a brief description.
   h. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

2. Describe areas of expertise and other information that would be helpful in characterizing the firm. Describe the firm’s internal procedures and/or policies associated or related to work quality and cost control. Describe the resource availability, which may include the various levels of experience of the personnel to be provided and vehicles and equipment to be used, to perform the work for the duration of the project.

3. Briefly describe other engagements by your firm that demonstrate relevant experience and that best characterize the firm’s capabilities, work quality, and cost control.

4. Describe your firm’s familiarity and experience working with utility and other incentive programs. Please note that a minimum of 3 years prior experience is expected.

3.04 Project Team and Equipment (Maximum Points – 15)

1. Provide the approximate number of people and how many crews will be assigned to the LED conversion and maintenance sections of this project. Describe your firm’s workforce, including the prior experience of all qualified certified journeyman linemen on staff, who are capable of performing as Qualified Electrical Workers as described in this RFP. Please include:

   A. Names of key team members, including those of any subcontractors, who will be performing the work on this project, and:
      a. their responsibilities on this project
      b. current assignments and location
      c. experience on similar or related projects
      d. unique qualifications
      e. percentage of their time that will be devoted to the project.

Contracts must notify and receive approval of the municipality for any changes to proposed subcontractors.
2. Provide a list and descriptions of the vehicle(s) and equipment to be used including important features such as the main vehicle (bucket truck) which is equipped with Type D Arrow Board for mobile operation.

3.05 Project Approach and Understanding – LED Conversion (Maximum Points – 20)

Provide a narrative description of how the firm proposes to design a replacement plan and then replace the municipality’s inventory of utility and municipal-owned streetlights with LED streetlights and streetlight controls. Your firm should rely on expertise and experience with similar projects to demonstrate how it will effectively complete the proposed project within the allowable timeframe. The narrative should describe your firm’s overall approach to the project including but not necessarily limited to the following elements:

1. Describe how you will work with the municipality(s) to determine appropriate wattages, lumen output, color temperature, color rendering, and overall quantity of light. Describe your process for choosing and installing sample fixtures for visual review within the Pilot Program area in the municipality.

2. Describe your strategy for using control systems to maximize incentives and limit on-going utility costs.

3. Describe storage and staging areas you will require during the project. You may include a discussion of how your firm will make personnel adjustments if project goals and standard are not being attained. Provide a short description of how traffic control will be handled on residential streets and on arterial streets.

4. Describe the type of handheld devices to be used by your crews and how you will furnish and utilize these devices in the field to verify and update the municipalities’ streetlight databases as the conversion to LEDs, perhaps with network controls, is completed. Specify the type of device to be used and explain how the device will interface with and update the streetlight databases. Explain how you will format the databases as needed to work with the handheld devices and to have data available to the Towns through Excel or other approved software. Explain how you propose to work with maps to track progress. Explain how you will share the database, train municipal representative(s), and report monthly progress to National Grid.

5. Provide a Proposed Project Schedule to complete the work within the required timeframe as described in this RFP. Provide the impact of multiple participating communities on the project schedule.

6. Describe your firm’s safety policies and procedures as they relate to handling high-pressure sodium lamps and other hazardous items. How are employees directed to deal with broken lamps? What precautions are taken to prevent damage to lamps during luminaire removal, clean-up activities, and transport? Do the procedures specifically address handling high-pressure sodium lamps and other types, including mercury vapor lamps, in public areas or in environmentally sensitive areas? Describe your firm's environmental spill or release response procedures and training in general and specifically as they would apply to the materials to be handled for this project and the firm's equipment that will be used.

7. Describe how you propose to commission and decommission the streetlights and controls including provision of commissioning reports.
8. Describe your firm’s approach to training of municipal staff on the network control software.
9. Include any other information you feel will be helpful in assessing your firm’s ability to meet the LED conversion requirements of this RFP.

3.06 Project Approach and Understanding – Maintenance (Maximum Points – 20)
1. Describe in detail the services to be offered to meet the requirements of this RFP. Responses must include a clear explanation of warranty, routine, emergency, and additional maintenance definitions, scope and practices.
2. Describe Call Center operations including intake and response protocols for routine and emergency calls, reporting practices, online portal, staffing, oversight, and arrangement of operation.

3.07 Proposed LED Luminaires and Network Controls, Including Manufacturer Warranties (Maximum Points – 20)

1. **LED Luminaires**
   All proposed luminaires shall be eligible for National Grid and Office of Energy Resource incentives. They shall be Design Lights Consortium qualified where possible, dimmable through the use of proposed controls, and meet the requirements described in *Specification for LED Luminaires*.

   Specify the preferred LED luminaires proposed to replace the HPS MV, and/or other streetlights as depicted in the streetlight inventory in your proposal. Respondents shall provide two (2) options for LED luminaires as follows:

   **Option 1:** This shall be the Contractor’s preferred product for roadway luminaires. Describe the technical capabilities and features that make it your preferred option. Specify the manufacturer, model numbers, rated wattage and manufacturer’s warranties, and attach cut sheets for the proposed luminaires. Include an estimate of the energy and demand (kWh and KW) savings as described in this RFP.

   **Option 2:** This may be an alternate, equivalent product that meets the technical specifications herein. Describe the differences in technical capabilities and features of the product that make it worthy of consideration. Specify the manufacturer, model numbers, rated wattage and manufacturer’s warranties, and attach cut sheets for the proposed luminaires. Include an estimate of the energy and demand (kWh and KW) savings as described in this RFP.

2. **Streetlight Controls**
Towns of Lincoln, Smithfield, and Woonsocket Streetlight Conversion and Maintenance Scope of Work

Proposed controls shall be “state of the art” in terms of technology and shall be fully functional in salt air environments and capable of operating within the variable voltage range allowed by regulation. Quoted controls should include all streetlights listed in the initial inventory, including decorative lights. Bidders are encouraged to offer up to three (3) types of controls with varying capabilities and prices, as described below:

Option 1: Products proposed under option one (1) shall be a simple dimming controls system with capabilities for lighting management such as scheduling, alarms/notifications, and remote control.

Option 2: Products proposed under option two (2) shall be a networked controls system that allows for integration of additional smart features, beyond dimming and scheduling.

Option 3: Standard photocell for on/off operation.

Describe the technical capabilities and features of each type of controls offered; include examples of their use in other communities, if applicable. Provide supporting documentation and opinion as to the benefits of each option.

3. Decorative / Post Top Fixtures:

Specify the LED luminaires proposed to replace or retrofit the post top streetlights in the municipality’s inventories. Describe the technical capabilities and features of the proposed products. Specify the manufacturer, model numbers, rated wattage and manufacturer’s warranties, and attach cut sheets for the proposed luminaires. Include an estimate of the energy and demand (kWh and KW) savings as described in this RFP.

Please note that Woonsocket has already converted their decorative lights and is not looking for a price proposal on this item at this time.

Respondents may offer up to two (2) Proposals for different types of Decorative Luminaires as detailed below:

Option 1: A replacement fixture for Decorative Streetlights.

Option 2: A drop in retrofit kit for Decorative Streetlights.

3.08 References (Maximum Points – 10)
Provide references that include three (3) previous municipalities or other government agencies for which similar LED conversion work was performed and (3) previous municipalities or other government agencies for which similar maintenance work was performed. Note that extensive descriptions or references to vaguely related projects are discouraged and may negatively impact the overall outcome of the evaluation. References may be called and their responses used in the evaluation process.

Information provided shall include:

a. Client/Business name;
b. Project description;
c. Project dates (starting and ending);
d. Client/Business project manager name and telephone number;
e. Contract amount.

3.09 Price Proposals (Maximum Points – 50)

Complete the Bid Form and submit along with a separate Price Proposal as per the instructions within this RFP. Please note that all Price Proposals should be submitted in a marked envelope that is separate from the technical proposal outlined above. The envelope should be clearly marked “price proposal” and include the bidders name, address information, bid name, and bid number.

Price proposals will be evaluated after all qualification packages have been reviewed and scored. Qualifying price proposals will be calculated and rated. The scores from the qualifications and pricing evaluation will then be added to determine the final score for ranking purposes.

3.10 Total Proposal Scoring (Maximum Total – 150 points)

4. Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the municipalities. The municipalities reserve the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Contractor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the municipalities reserve the right to waive irregularities it may deem minor in its consideration of proposals. The municipalities have the right to reject any or all proposals for good cause in the public interest and may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation selection process.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. Qualification proposals that are rated with a combined
average score less than seventy-five (75) will not be considered for further evaluation during the price proposal evaluation phase. The municipalities may elect to require bidders to provide presentations and interviews for further consideration of award.

PHASE 1
The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.

PHASE 2
The second phase is an in-depth analysis and review based on criteria defined under Proposal Content and Organization. In the event that the municipalities require further information and/or a demonstration of any equipment or process offered in any proposal, all Contractors asked for same will do so at no cost.

Each proposal response will be evaluated in accordance with the following evaluation criteria:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA – PROPOSAL RESPONSES</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. COVER LETTER</td>
<td>N/A</td>
</tr>
<tr>
<td>2. TABLE OF CONTENTS</td>
<td>N/A</td>
</tr>
<tr>
<td>3. DESCRIPTION OF FIRM AND EXPERIENCE</td>
<td>15</td>
</tr>
<tr>
<td>4. PROJECT TEAM AND EQUIPMENT</td>
<td>15</td>
</tr>
<tr>
<td>5. PROJECT APPROACH &amp; UNDERSTANDING</td>
<td>20</td>
</tr>
<tr>
<td>- CONVERSION</td>
<td></td>
</tr>
<tr>
<td>6. PROJECT APPROACH &amp; UNDERSTANDING</td>
<td>20</td>
</tr>
<tr>
<td>- MAINTENANCE</td>
<td></td>
</tr>
<tr>
<td>7. PROPOSED LEDS AND CONTROLS</td>
<td>20</td>
</tr>
<tr>
<td>8. REFERENCES</td>
<td>10</td>
</tr>
<tr>
<td><strong>Maximum Technical Proposal Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations and further clarification of the Contractor’s response. The municipalities reserve the sole
right to select the number of Contractors, as determined by the evaluation scoring, to be interviewed.
PHASE 3

Following completion of the RFP proposal evaluations, the third phase is a comparison of each proposal’s evaluation score relative to the costs proposed.

The Municipalities will individually score the Price Proposals from Contractors whose RFP evaluations place them in the Competitive Range in accordance with the following evaluation criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CONVERSION PRICES, WARRANTIES – LEDs</td>
<td>20</td>
</tr>
<tr>
<td>2. INSTALLATION PRICES, WARRANTIES CONTROLS</td>
<td>20</td>
</tr>
<tr>
<td>3. T&amp;M AND PER POLE MAINTENANCE PRICES</td>
<td>15</td>
</tr>
<tr>
<td>4. ADDITIONAL MAINTENANCE SERVICE PRICES</td>
<td>20</td>
</tr>
<tr>
<td><strong>Maximum Price Proposal Total</strong></td>
<td><strong>75</strong></td>
</tr>
</tbody>
</table>

The Price Proposal evaluation score will be added to the Proposal Response evaluation score to determine a TOTAL TECHNICAL AND PRICING SCORE (Maximum: 175 points).

Comment [k14]: Some of the scoring does not all add up to 175? The beginning of the document gives the sense that points add up to 150. Please review and evaluate?
Appendix A
The general safety and welfare of the public and all workers are of paramount concern to Narragansett Electric Co., d/b/a National Grid (hereinafter “Company”). These concerns are particularly salient as street lights are installed within the designated electric space on a distribution pole and/or provided service from underground electric distribution enclosures. To perform work on street lights, workers must often be within established electrical clearances above the communication space and in close proximity to electric distribution lines with voltages as high as 34.5KV. Therefore, the Company requires that anyone working above the communication space on Company poles or within electric distribution enclosures are electrically qualified as defined by OSHA 1910.269 (hereinafter “Qualified Electrical Worker”). Customer personnel or Qualified Electrical Workers are never allowed to enter a Company manhole, handhole, or other enclosed electrical equipment for any reason without the Company’s safety supervision personnel being present on site.

**Maintenance of Overhead Customer-Owned Street and Area Lighting Equipment**

Once the street lighting purchase process and the transfer of ownership of the unmetered street lights or the attachment of customer-owned unmetered street and area lighting as available under the S-05 tariff (new requests) is complete, the customer is responsible for maintaining all customer-owned street and area lighting equipment, including but not limited to: luminaires, standards, foundations, conduits and conductors. The Company will allow the customer to perform all maintenance activities on customer-owned equipment provided they are in compliance with the following provisions:

- The customer shall ensure that only Qualified Electrical Workers perform work on the street lighting system. This assurance will be provided to the Company through the execution of the Company’s Acknowledgment for the Use of Qualified Electrical Workers document (hereinafter “Acknowledgment”) by an appropriately authorized municipal or governmental official. This Acknowledgment is currently located in the Agreement for Customer-Owned Street and Area Lighting Attachments as Appendix Form G.

- If the customer’s workers do not meet the qualifications stated above, or the Company is not in receipt of a valid Acknowledgment, the customer shall request that the Company make all connections and/or disconnections of the customer’s street lighting system to the Company’s secondary distribution conductors to facilitate certain maintenance or equipment replacement in a de-energized condition. If this occurs, the Company will assess the appropriate service charges per the Company’s Terms and Conditions for Distribution Service.¹

**Maintenance of Underground Customer-Owned Street and Area Lighting Equipment**

Customer personnel or Qualified Electrical Workers are never allowed to enter a Company manhole, handhole, or other enclosed electrical equipment for any reason without the Company’s safety supervision personnel being present on site.

¹ R.I.P.U.C. No. 2130.
However:

- At the sole discretion of the Company, the customer’s Qualified Electrical Workers may be allowed supervised access to perform maintenance or equipment replacement functions of customer-owned equipment within enclosed Company facilities.

- When supervised access is denied, the Company shall schedule and perform the required customer work and be reimbursed for all time and expenses, including materials, in accordance with the Company’s Attachment Agreement.

The Company will allow the customer to perform all routine maintenance activities on customer-owned underground fed equipment provided compliance with the following provisions:

- The customer shall ensure that only Qualified Electrical Workers work on its street and area lighting system by having an appropriately authorized municipal or governmental official execute the Acknowledgment.

- The Company will permit a customer’s Qualified Electrical Worker to install the fused disconnect device through the access point at the pole base of the first street light from the source while the street and area lights are energized.

- As mentioned previously, if the customer’s workers do not meet the qualifications stated above, or the Company is not in receipt of a valid Acknowledgment, the customer must request that the Company make all connections and/or disconnections of the customer’s street lighting system to the Company’s secondary distribution conductors to facilitate certain maintenance or equipment replacement in a de-energized condition. If this occurs, the Company will assess the appropriate service charges per the Company’s Terms and Conditions for Distribution Service as referenced in the Company’s Attachment Agreement.

**Electric System Separation**

Per the Company’s Attachment Agreement, the customer is responsible for creating a physical electrical separation between the Company’s secondary conductors and the customer-owned street and area light conductors. This separation is accomplished by installing a fused disconnect device (e.g., an in-line fuse holder capable of utilizing a midget cartridge style fuse on every street and area light supply located as near as possible to the connection to the Company-owned secondary conductors). The Company will permit the customer to install the disconnect devices on existing street light locations in an energized condition using Qualified Electrical Workers, which will include the disconnecting of the existing energized supply conductor source to the street light luminaire. This should not require a visit from the Company to de-energize or re-energize the street light source at the service connection.

- The fused disconnect device, in addition to providing electrical protection, shall serve as a disconnect point for the customer-owned street light. Once installed, the customer’s Qualified Electrical Worker may disconnect or reconnect a customer-owned street light(s) using the fuse device to perform maintenance or other equipment
replacement. The disconnect device must be installed prior to or during any major maintenance/equipment replacement of an existing light (luminaire replacement, arm/bracket replacement, etc.) or within a period not greater than 10 years following the purchase date, and must be installed at the time of any new customer-owned lighting attachment. Further, in the event a customer plans to purchase the Company’s street lights and convert to LED or other light source, this fused disconnect device is required to be installed at the time of conversion.

- For underground customer circuit applications, the customer shall locate the disconnect device within an enclosure installed and owned by the customer and located in close proximity to the designated service connection location within the enclosed Company facility. However, optimum location for the disconnect device is within an enclosure installed and owned by the customer and located in close proximity to the designated service connection location within the enclosed company facility. However, at a minimum for existing street lighting installations only, the disconnect device can be located within the base of the first street light standard closest to the circuit’s service connection.

- If it is found that the existing street light conductors or circuits are insufficient, the Company will allow the customer to install a #10 AWG wire of sufficient length, and will allow the customer to make the permanent connections to the Company’s secondary using the appropriately sized connectors per the Company’s Customer-Owned Municipal Lighting Standards.

New or Relocation Lighting Requests - Overhead

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by overhead equipment, the customer must submit the appropriate Company forms provided in the Attachment Agreements prior to a required field survey by the Company personnel or agent. The field survey is performed to ensure all NESC clearances and loading conditions of the distribution structure or pole are acceptable. If existing clearances and load capacity are sufficient, the Company shall approve the customer’s installation or relocation of street lighting equipment. If existing clearances and load capacity are not sufficient to accommodate the requested attachment, the make-ready terms and provisions of the Attachment Agreement will become applicable.

Once the appropriate conditions for installing or relocating the equipment are met, the customer shall:

1. Install the equipment per the Company’s Customer-Owned Lighting Standards using Qualified Electrical Workers;

2. Leave a recommended #10 AWG Black wire and a #10 AWG White wire of sufficient length for the Company to perform the final connections to the company’s secondary network;

3. Provide a #4 AWG stranded copper conductor with sufficient length to connect to the pole mounting equipment grounding conductor (when available) or to the secondary system neutral.
4. Install the physical disconnect device to be installed and ready prior to making the final connection to the secondary conductors on new or relocated lights.

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by overhead equipment, the Company personnel shall perform the final service connections. The Company will assess the applicable Lighting Service Charge per the Company’s Terms and Conditions for Distribution Service and referenced in the Company’s Attachment Agreements.

**New or Relocation Lighting Requests - Underground**

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by underground equipment, the customer must submit the appropriate Company forms provided in the Attachment Agreements prior to the Company personnel performing the required field survey to locate and provide an applicable electrical service point. Following the customer’s installation of the equipment per the Company’s Customer-Owned Lighting Standards, which recommends #10 AWG Black and White wire of adequate length and a required #4 AWG stranded copper conductor to be installed to the specified ground assembly provided by the customer, the Company would perform the supply connections at the service point.

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by underground equipment, Company personnel shall perform the final service connections. The Company will assess the applicable Lighting Service Charge per the Company’s Terms and Conditions for Distribution Service as referenced in the Company’s Attachment Agreements.

**Lighting Removal Requests**

In the event a customer determines a light is no longer needed, the customer may remove the lighting equipment from the pole or other Company facility. The customer will be responsible for disconnecting the existing source and neutral conductors to the light and making the circuit electrically and physically safe. Given that the appropriate notification and timeframes are provided to the Company by the customer per the Attachment Agreement, and upon notification of the customer’s removal of all street lighting equipment, the Company will visit the location and remove the remaining connections from the secondary network. At that point, electric service billing for that location will be terminated following the billing of the applicable Lighting Service Charge per the Company’s Terms and Conditions for Distribution Service for removal of the connection per each service connection location.

**Contact Us**

In the event that a Qualified Electrical Worker performing work on behalf of the customer is presented with a situation that may require the Company’s assistance, please do not hesitate to contact a Company representative before performing or continuing the work. Be advised, however, that the Company shall perform work requests in accordance with the applicable provisions of the Company’s Terms and Conditions for Distribution Service.
Appendix B
This document contains information that is provided for reference purposes only, and should not be construed or used as a substitute for an analysis of the applicable tariffs, agreements, and safety regulations specific to each particular customer.
1. **SAFETY:**

   The number 1 priority of every job is:

   **SAFETY!**

   National Grid’s distribution poles carry electric lines that operate at voltages as high as 34,500 volts and can carry very high amperages.

   National Grid’s underground infrastructure carries the same very high distribution voltages and amperages in a confined space, and may also carry sub-transmission or transmission lines that operate at even higher voltage levels.

   Outdoor lights are installed within the electric space on a distribution pole. Performing work on outdoor lights may require the worker to be in close proximity to the distribution lines.

   It is the responsibility of the customer that owns and maintains outdoor lighting to insure that all personnel working on the outdoor lighting system are qualified to work in the designated electric supply space on a distribution pole in accordance with OSHA 1910.269.

   **OVERHEAD DISTRIBUTION**
   No customer, customer’s employees, or contractors are ever allowed to perform any work on National Grid 120/240 volt or 120/208 volt secondary conductors.

   **UNDERGROUND DISTRIBUTION**
   No customer, customer’s employees, or contractors are ever allowed to enter a National Grid manhole or handhole for any reason without National Grid safety supervision personnel being present on site.

   **IF UNSURE: - STOP** – Call National Grid for assistance.

   *No outdoor lighting repair is too important to sacrifice personal safety.*
2. **GENERAL:** These Standards identify requirements to enable a customer to safely install, remove, and maintain a customer owned outdoor lighting system which is installed on National Grid distribution poles and connected to National Grid overhead or underground secondary conductors.

**Standards:** All customer owned outdoor lighting shall be in compliance with the applicable provisions of the National Electric Safety Code, (NESC) latest edition, and the applicable National Grid Construction Standards.

**Note:** (As of July 1, 2014, the latest edition of the NESC is the 2012 edition)

**Customer Owned Equipment:** The customer shall be responsible to own, operate, and maintain all outdoor lighting equipment beyond the service tap connections to National Grid. This shall include, but not be limited, to the following:

1. Supplying all material and labor.
2. Transferring an overhead supplied outdoor light attachment to a new pole in the event of a pole replacement.
3. Relocating an overhead supplied outdoor light attachment to accommodate other construction activities on the pole.
4. Performing any work required on the outdoor lighting underground conduit system, conductors, foundation, pole, arm and luminaire.
5. Emergency 24 hour response to remove or make safe the outdoor light attachment in the event of a broken pole.

**NOTE:** In an emergency, National Grid personnel may perform, at customer expense, any customer outdoor lighting work National Grid deems necessary to maintain public or employee safety.

**Electrical Separation:** The customer is responsible to create an electrical separation between the National Grid secondary conductors and the customer owned outdoor lighting conductors. This is required to insure the safety of National Grid and customer employees. It also clearly defines where National Grid ownership ends and customer ownership begins. This is accomplished by installing a dual pole in-line fuse holder with a midget cartridge style fuse on every outdoor light supply located as near as possible to the connection to the National Grid owned secondary conductors. This fuse, in addition to providing electrical protection, shall serve as a future disconnect point for the customer owned outdoor light. Once installed, the customer may disconnect or reconnect a customer owned outdoor light only by means of the in-line fuse holder. See Figure 6 for overhead supplied outdoor lights, and Figures 7, 8, 9, or 10 for underground supplied outdoor lights. See Figure 12 for in-line fused disconnect details.

**Ownership Identification:** The customer is responsible to label all customer owned outdoor lighting luminaires in accordance with National Grid Construction Standards. See Figures 1 and 2.

**Worker Qualifications:** All customer work shall be completed only by personnel qualified to work in the electric supply space on a distribution pole (herein referred to as “Qualified Worker”) in accordance with OSHA 1910.269. An executed copy of the OSHA 1910-269 ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS form is mandatory.

**Final Connections to National Grid 120/240 VAC or 120/208 VAC Secondary Conductors:** For OVERHEAD supplied lighting, National Grid will permit a Qualified Worker to make all connections and disconnections of customer owned outdoor light supply conductors to the company owned secondary and grounding conductors. For UNDERGROUND supplied lighting, National Grid will permit a Qualified Worker to make all connections and disconnections of customer owned outdoor light supply conductors to the company owned secondary and grounding conductors provided that National Grid personnel are present to provide safety supervision and access to the underground facilities.
3. CONSTRUCTION DRAWINGS:

Figure 1 – Ownership Identification Label for Customer Owned Outdoor Luminaires

1. All customer owned outdoor light luminaires shall be identified with a label to clearly define ownership and maintenance responsibilities.

2. Ownership identification labels shall be reflective white with black lettering. See Figure 1.

Figure 2 – Installation of Ownership Identification Label

1. Ownership identification label shall be installed on the lower door of a horizontal roadway luminaire such that it is clearly visible from the ground. See Figure 2.

2. For post top, floodlight, and other luminaires, the ownership identification label shall be installed on the luminaire housing in a location such that it is clearly visible from the ground.
Figure 3 – Outdoor Light Clearance from Overhead Conductors

1. **Primary Conductors** – Maintain minimum 30-inch clearance from any primary conductor or cable to nearest point of grounded luminaire or bracket.

2. **Secondary Conductors** – Maintain minimum 3-inch vertical clearance from secondary wires or cable to nearest point of grounded luminaire bracket. (NESC Table 239-1)

3. **Communications Cables** – Maintain minimum 4-inch vertical clearance from closest communication cable to nearest point of grounded luminaire bracket. (NESC Table 238-2)

   Maintain minimum 3-inch clearance from closest communications cable to nearest point of luminaire supply conductors drip loop. Luminaire supply conductors must be covered with non-metallic flexible conduit. (NESC 238D)

4. **Location on Pole** – Always install the outdoor light BELOW the secondary conductors. This applies to new installations and any time an existing outdoor light is relocated or transferred to a new pole.
Figure 4 - Mechanical Protection for Overhead Supplied Outdoor Light Fixture Conductors

1. NESC Table 239G1 requires that all luminaire supply conductors (#10 AWG) shall have mechanical protection (1/2" non-metallic flexible conduit) installed from the point where they leave the pole end of the bracket to the connection to the secondary supply in order to take advantage of the clearance dimensions shown on page 5.

2. Insert the non-metallic flexible conduit into the bracket opening and extend up the pole to the secondary supply.

3. Create a 180 degree loop at the secondary supply to prevent rain water from entering and becoming trapped inside the flexible conduit.

4. Secure the non-metallic flexible conduit with galvanized staples spaced 12-inches apart or closer as necessary.
1. Every outdoor light bracket shall be grounded. Install a #4 AWG stranded copper conductor with enough length to connect to the pole equipment grounding conductor (when available) or to the secondary system neutral. Final connections to National Grid conductors may be made by a Qualified Worker.

2. Many brackets have a bracket grounding bolt located near the wood pole end of the bracket. If none exists, install a bracket grounding bolt on the bracket or connect grounding conductor to the back side of the 5/8” square head machine bolt which secures the bracket to the pole.
Figure 6 – Connection of Overhead Supplied Customer Owned Outdoor Light to National Grid Overhead Secondary Conductors

1. Every customer outdoor light shall have an in-line fused disconnect as described in “Electrical Separation” on page 3. See page 14 for details on the in-line fused disconnect.

2. Secure the in-line fused disconnect to the pole using a spring loaded conduit clip or galvanized staple.

3. Provide sufficient slack in the luminaire wiring to facilitate fuse replacement.

4. Outdoor lighting fixture wiring shall be #10 AWG 7-strand copper BLACK-WHITE with RHH/RHW/USE-2 insulation.
Figure 7 – Connection of Customer Owned Outdoor Lighting Riser to National Grid Overhead Secondary Conductors

1. Install customer owned handhole as shown in Figure 7. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.

2. Always install the riser conduit away from vehicle traffic.

3. No more than (2) riser conduits may be attached to a pole. Consult National Grid Engineering if more than (2) risers are desired.

4. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.
Figure 8 – Connection of Underground Supplied Street Light to National Grid Padmount Transformer

1. Install customer owned handhole as shown in Figure 8. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.

2. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.

3. In cases where a new customer conduit is to be installed into a National Grid padmount transformer, National Grid shall determine the conduit entrance location at the padmount transformer foundation. The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the padmount foundation and extend the customer conduit into the padmount foundation.

4. All electrical connections or disconnections to the secondary supply may be performed by a Qualified Worker, however, in every case, National Grid personnel shall be present to provide safety supervision and to unlock and relock the padmount transformer.
Figure 9 – Connection of Underground Supplied Customer Owned Outdoor Lighting to National Grid Handhole or Manhole – Standard Connection

1. Install customer owned handhole as shown in Figure 9. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.

2. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.

3. In cases where a new customer conduit is to be installed into a National Grid manhole or handhole, National Grid shall determine the conduit entrance location in the manhole/handhole, The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the manhole/handhole wall and extend the customer conduit into the manhole/handhole.

4. All electrical connections or disconnections to the secondary supply may be performed by a Qualified Worker, however, in every case National Grid personnel shall be present to provide safety supervision.
1. For all new installations and modifications to existing installations, the customer is required to install an in-ground handhole located as close as possible to the company provided electrical source point, as illustrated in Figures 7, 8, and 9.

2. In the rare case where the customer owned concrete outdoor lighting foundation is immediately adjacent to the National Grid manhole/handhole, installation of an in-ground customer owned handhole may be impossible. In this case, the in-line fused disconnect may be installed inside the pole access handhole. **This is allowed only in cases where no physical space exists to install the in-ground customer owned handhole.** Note that the #6 AWG underground supply conductors between the manhole and the base of the outdoor light are customer owned.

3. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.

4. In cases where a new customer conduit is to be installed into a National Grid manhole or handhole, National Grid shall determine the conduit entrance location in the manhole/handhole, The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the manhole/handhole wall and extend the customer conduit into the manhole/handhole.

5. All electrical connections or disconnections to the secondary supply may be performed by a Qualified Worker, however, in every case National Grid personnel shall be present to provide safety supervision.
1. Every underground supplied customer lighting pole shall be numbered in accordance with Figure 11.

2. Always use 1-3/4-inch x 3-inch, high intensity white reflective pole number decals.

3. Pole number decals shall be installed horizontal to each other as shown in Figure 11 – not vertical.
1. All customer owned outdoor lighting equipment shall be fused using a dual pole, watertight, in-line fuse holder and cartridge style fuse. This fuse, in addition to providing electrical protection, shall serve as a disconnection point for the customer owned outdoor lighting equipment.

2. **Fuse Holder**
   The fuse holder shall be a watertight device suitable for use in an outdoor environment.
   
   The fuse holder shall be totally insulated, thus having no exposed energized parts.
   
   The fuse holder shall accept #14 AWG - #6 AWG stranded copper conductors on both ends.
   
   The fuse holder shall be a dual pole device allowing simultaneous disconnection of both the 120 VAC hot lead (black wire) and the neutral conductor (white wire).
   
   The fuse holder shall be designed such that, when separated, the midget cartridge fuse and copper connecting link shall be held captive in the load end of the fuse holder.
   
   The fuse holder shall be polarized to prevent accidental reversal of the live leg and neutral connections.

3. **Cartridge Fuse**
   The fuse shall be a non-glass type, midget style cartridge fuse. Fuse dimensions shall be 13/32” diameter x 1 ½” length.

4. **Neutral Connection**
   The neutral conductor shall not be fused. Install a 13/32” diameter x 1 ½” length copper connecting link in place of a cartridge fuse.

5. Always provide sufficient slack in wiring to facilitate fuse replacement.
Appendix C
Appendix C

SPECIFICATIONS FOR LED LUMINAIRES

1.0 INTRODUCTION
This specification provides the necessary information to allow for selection of LED luminaires which meet the key parameters of this project. Requirements were developed to meet the objectives of this project and allow for a common basis of design against which all proposals can be evaluated for suitability. Incomplete submittals or failure to meet any of the stated criteria may result in rejection of a proposal. Submittal entries will be evaluated based on best overall value rather than lowest price.

2.0 RELATED DOCUMENTS
Contract Drawings and Conditions of Contract (including General Conditions, Addendum to the General Conditions, Special Conditions, Technical Specifications Sections and all other Contract Documents) apply to the work of this section.

3.0 DEFINITIONS
3.1 Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.
3.2 Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.
3.3 Clarification: The term “LED light source(s)” is used herein per IES LM-80 and TM-21 to broadly cover LED package(s), module(s), and array(s).

4.0 PRODUCT REQUIREMENTS
4.1 Tabulated summary of key parameters and product criteria.
Please note that all final wattages should be approved by the municipalities during their respective pilot program and prior to installation, depending on individual municipality’s control strategies and as approved by the Utility and Office of Energy Resources (OER).

4.2 General requirements

4.2.1 Luminaires shall satisfy the key criteria summarized in section 4.1.

4.2.2 Luminaires shall be listed on the Design Lights Consortium Qualified Products List and qualify for National Grid and OER incentives.

4.2.3 Transmissive optical components shall be applied in accordance with OEM design.
4.2.4 Luminaire shall be designed for ease of component replacement and end-of-life disassembly.

4.2.5 LED light source(s) and driver(s) shall be RoHS compliant.

4.2.6 Luminaire shall accept the voltage or voltage range specified at 60 Hz and shall operate normally for input voltage fluctuations of plus or minus 10 percent.

4.2.7 All internal components shall be assembled and pre-wired using modular electrical connections.

4.2.8 The following shall be in accordance with ANSI C136.37.
   4.2.8.1 Wiring and grounding
   4.2.8.2 Terminal blocks for incoming AC supply wiring (electrical)
   4.2.8.3 Photocontrol receptacle
   4.2.8.4 Latching and hinging
   4.2.8.5 Mounting provisions
   4.2.8.6 Ingress protection: minimum rating of IP66 for Optical assembly, and IP65 for Electrical components compartment.

4.3 Painted or finished luminaire surfaces exposed to the environment
   4.3.1 Shall exceed a scribe creepage rating of 8 (per ASTM D1654) after 3000 hours of exposure testing to salt/fog per ASTM B117.
   4.3.2 Coastal finish option shall exceed a scribe creepage rating of 8 (per ASTM D1654) after 5000 hours of exposure testing to salt/fog per ASTM B117.
   4.3.3 The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
   4.3.4 Fixtures shall be available in a black finish.

4.4 Vibration
   4.4.1 Luminaires shall meet requirements for Level 2 (bridge/overpass) per ANSI C136.31

4.5 Thermal management
   4.5.1 Luminaire shall start and operate in ambient temperature range from -40°C to 40°C.
   4.5.2 Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.
   4.5.3 Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
   4.5.4 Non-passive means of cooling are not allowed. This includes the use of liquids or other mechanical cooling systems.

4.6 Photocontrol receptacle, and photocontrol
   4.6.1 Receptacle
   4.6.1.1 Luminaires to be supplied with a 7-pin ANSI C136.41 compliant receptacle with the dimming leads from the driver connected to the receptacle pads and specified in ANSI C136.41. Drivers shall all be 0-10 volt dimming capable.
4.6.2 Photocontrol
   4.6.2.1 Shall be rated for minimum 20 years, with 10-Year Warranty.
   4.6.2.2 Shall have LED inrush protection on the 7-pin node. Please specify type.
   4.6.2.3 Shall have extreme surge protection of 1280J/40kA utility or 2120J/40kA UL listed.
   4.6.2.4 Shall have double thick enclosure and lens with additional UV inhibitor.
   4.6.2.5 Shall be UL listed to U.S. and Canadian safety standards.
   4.6.2.6 Shall be 120V to 480VAC, 60Hz.
   4.6.2.7 Shall have load rating of 1000 watts, 1800 VA ballast.
   4.6.2.8 Shall have average power consumption: <0.5 watts @ 120V.

4.7 Electrical immunity
   4.7.1 Luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL).
   4.7.2 Manufacturer shall indicate on submittal form whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.
   4.7.3 Enhanced surge protection devices (SPD) are required. SPDs shall be rated to protect the luminaire up to 20kV/10kA combination wave surges in accordance with ANSI C136.2 (Most Current) and UL 1449 recognized.
   4.7.4 Failure mode of surge protection is to leave the luminaire off.

4.8 Interference and power quality
   4.8.1 Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class A (non-residential) digital devices.
   4.8.2 Luminaire shall comply with section 5.2.5 (luminaires rated for outdoor use) of ANSI C82.77 at full input power and across specified voltage range.

4.9 Color attributes
   4.9.1 Color Rendering Index (CRI) shall be no less than 70 with the option of 80 or higher.
   4.9.2 Nominal Correlated Color Temperature (CCT) options shall be available in 3000K and 4000K +/- 8%.

4.10 Identification
   4.10.1 Luminaire shall have an external label per ANSI C136.15.
   4.10.2 Luminaire shall have an internal label per ANSI C136.22.

5.0 PRODUCT REQUIREMENTS by product category

5.1 Roadway Luminaires
   5.1.1 Optical Features
      5.1.1.1 Borosilicate or tempered glass optical enclosure is preferred.
      5.1.1.2 Any plastic materials used in the optical assembly that affect the light output and distribution shall be appropriately heat and UV resistant. Plastic materials shall have been evaluated and exhibit a Yellowness
Index (YI) over the useful life of the product of no more than 30%. YI reference ASTM E313 (ASTM D1925). A list of relevant plastic materials used, and the plastic material manufacturer’s “YI” data report shall be provided with the bid documents.

5.1.2 Electrical Features
- 5.1.2.1 Expected life of LED light engines of >100,000 hours at 25°C.
- 5.1.2.2 LED’s lumen depreciation equal to or greater than L85 at 100,000 hours.
- 5.1.2.3 Expected life of the electronic driver of 100,000 hours at 25°C ambient.
- 5.1.2.4 Driver shall be easily accessible.
- 5.1.2.5 Surge protection device shall be connected in series with the luminaire load and shall disconnect power at the end of life. Device shall allow no more than 10% of pass-through to surge energy under either differential or common mode surge.

5.1.3 Mechanical Features
- 5.1.3.1 Luminaires with rugged die-cast aluminum housing are preferred. Polycarbonate door is acceptable.
- 5.1.3.2 Mast arm mount is adjustable for arms from 1-1/4” to 2” (1-5/8” to 2-3/8” O.D.) diameter with 2-bolt clamping mechanism.
- 5.1.3.3 Tool-less entry to electrical compartment with 3 station terminal block and quick disconnects.
- 5.1.3.4 Three (3) – axis bubble level located inside the electrical compartment for levelling of luminaire during installation.

5.2 Floodlights
- 5.2.1 Optical Features
  - 5.2.1.1 Shielding and/or diffusing options available to control light trespass, glare and uplight where required.
  - 5.2.1.2 Segmented internal reflectors designed to produce beam pattern as specified in the tables in section 5.1.
- 5.2.2 Electrical Features
  - 5.2.2.1 Expected life of LED light engines of >100,000 hours at 25°C.
  - 5.2.2.2 LED’s lumen depreciation equal to or greater than L80 at 100,000 hours.
  - 5.2.2.3 Expected life of the electronic driver of 100,000 hours at a 25°C ambient.
  - 5.2.2.4 Surge protection device shall be connected in series with the luminaire load and shall disconnect power at the end of life. Device shall allow no more than 10% of pass-through to surge energy under either differential or common mode surge.
- 5.2.3 Mechanical Features
  - 5.2.3.1 Low copper content die cast aluminum A360 allow castings. Die-cast aluminum housing with integral heat sink fins is preferred.
  - 5.2.3.2 Tool free access to electrical compartment with stainless steel latches.
  - 5.2.3.3 Knuckle adjustable to fit 2-3/8” to 2-7/8” tenon.

6.0 QUALITY ASSURANCE
- 6.1 Before approval and purchase, Owner may request luminaire sample(s) identical to product
configuration(s) submitted for inspection. Owner may request IES LM-79 test reports of luminaire sample(s) to verify performance is within manufacturer-reported tolerances.

6.2 Electrically test fully assembled luminaires before shipment from factory.

6.3 After installation, Owner may perform IES LM-50 field measurements to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.

7.0 WARRANTY

7.1 Warranty shall be for a minimum period of ten (10) years and shall cover maintained integrity and functionality of the following:

7.1.1 Luminaire housing, wiring, and connections

7.1.2 LED light source(s)

7.1.2.1 Negligible light output from more than 15 percent of the LED packages constitutes luminaire failure.

7.1.3 LED driver(s) and associated surge protection device.

7.2 Warranty period shall begin with the date of project completion as per RFP, or as negotiated by owner such as in the case of an auditable asset management system. Note that warranty on labor shall be for a minimum of one (1) year as per RFP.

8.0 MANUFACTURER SERVICES

8.1 Manufacturer shall provide on-site installation and troubleshooting support in addition to via telephone and/or email.

9.0 ELIGIBLE MANUFACTURERS

9.1 While the products indicated above are preferred, any manufacturer offering products that comply with the required product performance and operation criteria may be considered. If you chose to submit alternate products, please clearly indicate in your bid response.

9.2 All roadway luminaires supplied must be from the same manufacturer. All floodlights supplied must be from the same manufacturer that may be different from the roadway light manufacturer.

10.0 REQUIRED SUBMITTALS

10.1 Product cutsheets

10.1.1 Luminaire cutsheets

10.1.2 Cutsheets for LED light source(s)

10.1.3 Cutsheets for LED driver(s)

10.1.4 Provide diagrams illustrating light output and input power as a function of control signal.

10.1.5 Cutsheets for surge protection device

10.2 Instructions for installation and maintenance

10.3 IES LM-79 luminaire photometric report(s) from an accredited test laboratory.

10.4 Lumen maintenance calculations and supporting test data

10.4.1 Shall be in accordance with LED Lighting Facts guidance.
10.4.1.1 Exception: calculations shall be based on 100,000 hours of operation and average ambient temperature of 25°C.

10.5 Summary of reliability testing performed for LED driver(s)

10.6 Written product warranty as per section 7.0 above.

10.7 Safety certification and file number indicating compliance with UL 1598

10.7.1 Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratory).

10.8 Documentation from the luminaire and controls manufacturer(s) confirming interoperability of their products and identifying the manufacturer responsible for resolving any interoperability issues.

10.9 Documentation from the controls manufacturer(s) regarding any cybersecurity certifications the system has, including but not limited to UL 2900, IEC 62443, NIST Cybersecurity Framework, or other certifications to test the cybersecurity of system.
INTEROFFICE MEMORANDUM

TO: RANDY ROSSI, TOWN MANAGER
    TOWN COUNCIL

FROM: ANGELO MENCUCCI, DIRECTOR OF BUILDINGS AND GROUNDS
      LISA COURNOYER, DIRECTOR OF FINANCIAL OPERATIONS

SUBJECT: RFP

DATE: OCTOBER 18, 2019

CC: DR. JUDITH PAOLUCCI, SUPERINTENDENT

The School Department is requesting approval to award the RFP for Cops Grant Security Upgrades to Martone Services, Inc. in the amount of $452,874.00. Alternates number 1 and 2 are included in this total. Thank you.

MOVED: The Smithfield Town Council hereby authorizes the approval to award the RFP for Cops Grant Security Upgrades to Martone Services Inc. in the amount of $452,874.00, which includes alternates number 1 and 2.
## TOWN OF SMITHFIELD

### BID TAB

**COPS GRANT SECURITY UPGRADES**

**SMITHFIELD SCHOOL DEPARTMENT**

**BID OPENING: OCTOBER 10, 2019 AT 10:00AM**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Smithfield High School</th>
<th>Gallagher Middle School</th>
<th>Lamp sum price for all work</th>
<th>Cost for equipment (cameras) included in the Video Surveillance System bid price</th>
<th>Alternate &quot;1&quot; (Extend Exterior Canopy at Smithfield High School)</th>
<th>Alternate &quot;2&quot; (Remove and replace YCT Floor at Middle School Lobby)</th>
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Bids include all material, labor and equipment.

**REFERRED TO THE REVIEW COMMITTEE FOR EVALUATION, AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL.**
# TOWN OF SMITHFIELD

**BID SCORING SUMMARY**

**COPS GRANT SECURITY UPGRADES**

**BID OPENING: OCTOBER 10, 2019 @ 10:00AM**

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<tr>
<th>Vendor</th>
<th>Company Info &amp; Years in Business 20 Points</th>
<th>Required Documents 20 Points</th>
<th>Past Experience w/ Town &amp; Refs. 20 Points</th>
<th>Business Location in Town 5 Points</th>
<th>Pricing 35 Points</th>
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October 30, 2019

TO: Smithfield Town Council

FROM: Michael Phillips, Director of Planning & Economic Development

RE: Submission of Rhode Island Site Readiness Grant proposal

The Planning Department is preparing a grant application for funding under the Commerce Corporation’s Site Readiness Grant Program. The program partners the Commerce Corporation with municipalities and/or developers to fund municipal technical assistance and site-specific planning and improvements.

The draft grant proposal involves improving the sewer and water capacity within the Route 7/116 corridor (Corridor), the Town’s designated growth center. Specifically, the grant seeks funding to carry-out studies and do specific improvements to the Stillwater Interceptor which services this corridor. These improvements, identified by the Town’s wastewater consultant will help increase sewer capacity and allow proposed developments in this corridor to proceed beyond concept stages. Additionally, the grant seeks funding to assist with the rehabilitation of water tanks that serve the district (Island Woods and Rocky Hill tanks).

The total grant request is for $390,000. Staff time to prepare specifications and administer the work would be offered as in-kind matching funds for the sewer work and the SRF loan funding will be the Town’s local match for the water tank rehabilitation project. A draft of the grant proposal is attached and will be completed for submission with the appropriate support documentation to Commerce Corporation by the November 15th deadline.

Recommended Motion: That the Smithfield Town Council authorizes Town Manager Randy R. Rossi to submit a Site Readiness Grant proposal in the amount of $390,000 for infrastructure study and improvements to benefit the Route 7/116 corridor.
Rhode Island Site Readiness Grant Program
Application Materials

Submission Instructions

Please submit a complete electronic copy of the application by email to Investments@commerceri.com. The subject line should read “Site Readiness - [applicant name],” (eg. “Site Readiness – XYZ Development”). Proposals should be submitted as a single PDF file, saved as “Site Readiness - [applicant name].”

Questions on the application process may be submitted to: Investments@commerceri.com or to Kara.Kunst@commerce.ri.gov

First Round Application Deadline: November 15, 2019 at 5:00 PM

• Read and review the application in full before completing this application.

• This application may be updated from time to time. Please ensure the most up-to-date version of the application is used for a response. The up-to-date version is located here: https://commerceri.com/site-readiness/

• The Site Readiness application consists of an application form, a certification form, and optional attachments. To be considered for a grant, all items must be submitted in a single submission submitted electronically. Failure to provide required information could result in a delay in the review of, or rejection of, an application.

• Letter(s) of Support are optional but recommended. Applications that include letters of support from representatives of properties, the city or town in which the project is located, or similar will be given special consideration.

• The Commerce Corporation reserves the right to require the submission of additional information in connection with any application or to require the revision of an application.

• Applicants approved will be required to enter a grant agreement with the Commerce Corporation in order to receive the funding. The Commerce Corporation may request additional information in the course of negotiating that agreement.
Part 1. Applicant Information

Applicant Name (City, Town or Entity Name): Town of Smithfield

Project or Site Address (if applicable) Click or tap here to enter text.

Plat/Lot Numbers (if applicable) Click or tap here to enter text.
Size of the parcel/building (if applicable) Click or tap here to enter text.

Is the applicant a subsidiary or affiliate of another company? Yes ☐ No ☒

Name of parent or affiliate (if applicable) Click or tap here to enter text.

Provide a 2-3 sentence description of the applicant: The Town of Smithfield is the applicant

RI House District #44 & 53
RI Senate District #22

Primary contact for application:
Full Name Michael Phillips
Job Title Planning Director
Mailing Address 64 Farnum Pike
City, State, Zip Smithfield, Ro 02917
Phone 401-233-1017
Email mphillips@smithfieldri.com

Grant Category
See FAQ for additional information https://commerceri.com/site-readiness/

☒ Site Specific Improvements. Select one of the following if applicable:
☒ Site specific planning and pre-development activities including property surveys, master planning, engineering surveys, or environmental studies
☒ Site specific project improvements including activities that will support planned or future build out of significant sites including infrastructure improvements, land assembly activities, site clearing or demolition, and building improvements
☐ Other Click or tap here to enter text.

☐ Municipal Assistance (municipalities only). Select one of the following if applicable:
☐ LEAN Consultation
☐ Building, Zoning, or Planning Training or Education initiative
☐ Assistance with writing zoning ordinances, updating comprehensive plan, or similar
☐ Strategic planning effort support, including matching funds or support for federal grants
☐ Marketing support that will lead to the development or redevelopment of significant sites in a municipality
☐ Other Click or tap here to enter text.
Funding Requested
Grant Request (dollar amount requested): Sewer Projects: $190,000, Water Tank Improvements: $200,000

Is this a matching fund request? Yes ☒ No ☐
Are there additional or other funds dedicated to support this project? Yes ☒ No ☐

If you answered “yes” to either of the above questions, please describe the purpose of the matching funds or additional/other funds invested in this project: Based on discussions with the owners of the Village at Stillwater property there would be cost sharing and or in-kind contribution from the land owner on the necessary sewer study and improvements. There will also be in-kind contributions from the Town in the form of staff time to bid the work, draft specifications and administer and oversee the project. The water tank rehabilitation project is estimated to cost over $2.9 million dollars. The Town will be funding the project through SRF loans.

Anticipated Project Timeline (period during which grant funding will be utilized): Sewer system flow monitoring is typically conducted twice a year, once in the late summer/fall to capture flow data during low groundwater periods and once in the spring to capture system flows when groundwater is at the highest levels. Spring flows could be monitored in March/April 2020 and low flow monitoring could be completed during the summer/fall of 2020. The proposed manhole work involves a temporary stream crossing which RIDEM would require to be done during the dry summer months when stream flows are at their lowest levels (Summer 2021). Rehabilitation of the water tanks is scheduled to begin in the spring of 2020.

Site Specific Projects: Additional Information
If applicable, please attach information responsive to the following items. Please check the box next to each item included.

☒ Map showing project location or area
☐ Renderings or photos of site or proposed development
☒ Studies or plans that support the request for funding
☐ Other information. Description of attachment: Click or tap here to enter text.

Municipal Assistance: Additional Information
If there is additional information that supports this grant request, please check the box below and include a brief description of the additional information.

☐ Other information. Description of attachment: Click or tap here to enter text.
Part 2. Project Narrative

Please use as much space as needed to fully respond to the prompts below.

Project Description

Provide a description of the initiative, project or development this grant will support. If this grant will fund a portion of a larger initiative, project, or development, please describe (1) the larger initiative, (2) progress made to-date, and (3) how this grant will contribute to the larger initiative.

The proposed project involves improving the sewer and water capacity within the Town's designated growth center. The Town has identified the Route 7/116 corridor (Corridor) as a growth center. This area contains all the necessary components of a growth center; it is largely served by municipal water and sewer, it has good access to Route 295, Route 7 and Route 116, is serviced by RIPTA and has significant area available for the development of office, light industrial and residential uses. Most importantly, it has an established base of corporate businesses and institutions that have the ability to attract similar types of businesses to the area.

The Economic Growth Overlay District (EGOD) ordinance was adopted on September 15, 2015 and contains a wider array of uses than are allowed in the Planned Corporate District. The new ordinance has limits on the percentage of land area that can be devoted to single use stand-alone retail and residential land uses, contains many of the design guidelines and standards typically used in village center ordinances, and allows for sufficient density to foster the development of a compact self-sustaining growth center.

An 80-acre mixed use development known as “The Village at Stillwater” received Master Plan approval in 2016. This development contains a mixture of retail, mixed retail/offices, residential and large corporate office uses and features an interior roadway system running from Route 7 to Route 116. Infrastructure improvements including water and sewer upgrades will be required to adequately service this development at full buildout.

In addition to this large mixed use project, Bio-tech firms are showing an interest in locating in the corridor. Rubius Therapeutics recently took over the Alexion facility and plans to spend $155 million over the next several years to develop a state of the art facility to manufacturing its new class of cellular medicines. Rubius employs highly skilled workers in manufacturing, biotech operations and other support functions.

Rubius owns another parcel of land in this area on which it hopes to build a 200,000 sq. ft. cell/gene therapy facility, with a joint-venture or partnership between Rubius and a CMO, where Rubius would support talent acquisition, design/construction, etc.

Infrastructure improvements including water and sewer upgrades will be required to adequately service these developments.

Proposed improvements

CDM, the Town’s sanitary sewer consultant was asked to conduct a capacity analysis of the Stillwater Interceptor taking into account the additional sewer flows predicted from the Village at Stillwater project. The Stillwater Interceptor (Sub Area 12) conveys sewer flows from the Corridor to the main...
sewer trunk line that runs along the Woonasquatucket River. CDM’s model run for the inceptor predicts capacity issues in the 15-inch diameter cross-country portion of the Stillwater Interceptor included surcharging in the sewer manholes. The predicted surcharging and capacity issues in the cross-country portion of the Stillwater Interceptor could be mitigated under future proposed flow conditions by up-sizing approximately 1,500-feet of existing 15-inch sewer pipe with a 21-inch sewer pipe; however, by conveying more flow downstream, the model also predicted new surcharging along the main interceptor near Georgiaville Pond due to pipeline capacity restrictions and hydraulic grade lines (HGLs) within the shallow manholes.

Prior to proceeding with the very costly up-sizing project, the Town contracted CDM to develop some alternative means of increasing capacity in this section of the sewer system. A number of other measures were identified that would help address capacity issues were identified by CDM including: inflow/infiltration (I & I) remediation, raising manholes to increase freeboard in the flat section of the Stillwater Interceptor, above the floodplain and flow monitoring.

Water Tank Improvements, including removal and replacement of existing coating systems, installation of water mixers and Trihalomethanes (TTHM) aeration removal systems and select modifications and/or structural repairs to bring each tank in compliance with the Recommended Standards for Water Works (Ten States Standards), 2012 Edition

Water Tank Improvements

The Corridor is served by two water storage tanks: the 4 MG Island Woods tank, and the 1 MG Rocky Hill Tank both of which require rehabilitation. Both tank require rehabilitation in order to stay on line and continue to serve this district. The Island Woods tank is also located adjacent to the Rubius facility that is undergoing a major interior and exterior renovation. The tank in its current condition is rather unsightly with its pealing exterior coating and leaves a rather poor impression of the Town in this otherwise attractive corporate campus.

These sewer improvements will help the Town to identify and repair areas of inflow/infiltration which have proven to diminish the capacity of the sewer system and limit the development potential of the Corridor. The water tank improvements are necessary upgrades to the the water system that will allow the system to continue to serve existing buisinesses in the Corridor and allow for planned future projects to progress while improving the appearance of the tank which has a blighting affect on the area.

**Statement of Need**

Provide a description of why the money is needed (ex. How will this modest investment enable the site to become shovel-ready or how will this funding support the proposed municipal process improvement).
As indicated the development of sites within the Corridor depend on the ability of the Town to provide the basic infrastructure such as potable/process water and sanitary sewers. The inability of the sewer system to accommodate sewer flows from proposed developments during peak periods has hampered the advancement of projects proposed in the Corridor, most notably, the Village at Stillwater project which has not advanced beyond the Master Plan stage due in part to questions about the sewer and water capacity.

The water tank improvements have a total estimated cost of $2.9 million which the Town will be funding with SRF loans. The requested funding represents a small percentage of the total cost of the project which the Town will be funding.

Work Plan and Approach
Provide a description of the proposed work plan and approach. This response can include the steps that will be taken, deliverables expected, and, if applicable, a description of the in-kind or matching resources and/or funds that will be dedicated to support the project. Please also describe the steps that would occur following this grant in order to make the larger initiative successful.

Inflow/Infiltration (I & I) Remediation
The Town will continue closed-circuit television (CCTV) sewer inspections to identify and repaired sources of infiltration within Sub-Area 12 as recommended by CDM. Additional infiltration investigations (flow isolation, CCTV inspections) and inflow investigations (smoke testing, house-to-house inspections, dye testing) for all sewer mains and manholes in sub-area 12 will be performed. From these investigations, sources of infiltration and inflow can be located and quantified. Rehabilitation techniques to remove infiltration and inflow include cured-in-place pipe lining, manhole lining, open-cut replacement, testing and sealing of pipe joints and private inflow removal via coordination with homeowners and business owners. Rehabilitation investigations/rehabilitation is likely a far more cost-effective approach than than upsizing the existing Stillwater Interceptor.

Raise Manholes
Select manholes along the Stillwater Interceptor in the cross-country areas can be raised above the ground surface to provide additional freeboard between the surcharge elevation and manhole rim elevation, if necessary. Under the existing peak flow plus future peak flow scenario, manholes 16-01, 16-02, 16-53, 16-54, 16-55, and 16-19 have less than six feet of freeboard. Also, based on the Federal Emergency Management Agency (FEMA) flood maps, the 1% Annual Chance Flood elevation for Capron Pond and the Woonasquatucket River adjacent to the Stillwater Interceptor is very close to the sewer manhole rim elevations presented on the Stillwater Interceptor design drawings. Raising these manhole covers will help prevent the Stillwater Interceptor from overflowing during extreme rain events and help protect the Stillwater Interceptor from inundation during major flooding events.

Raising the manholes would require removing the existing cone/flattop section and frame and cover and installing additional manhole wall section(s), a new cone/flattop and a frame and cover. Seeing these manholes are installed in secluded/wooded areas, the new frames and covers shall be bolted and gasketed to prevent a person from dumping illegally into a manhole and protecting persons from opening and falling into the manhole. Also, the new frame and cover on the raised structure should be hinged for safety during O&M activities.
Flow Monitoring

CDM recommends that the Town update existing flow monitoring data which is approximately nine years old. Updated data on sewer flows in the Stillwater Interceptor will provide the Town with a better understanding of existing flows within this sub-area and interceptor and allow the Town to better predict impacts of proposed future flows within the Stillwater Interceptor. Also, if the Town decides to implement I/I rehabilitation work upstream of the Stillwater Interceptor, the Town would have pre-construction (baseline) I/I flows, which then could be used to help quantify I/I removal rates post-construction.

Water Tanks

Rehabilitation work includes removal and replacement of existing coating systems, installation of water mixers and Trihalomethanes (TTHM) aeration removal systems and select modifications and/or structural repairs to bring each tank in compliance with the Recommended Standards for Water Works (Ten States Standards), 2012 Edition.

These two (2) tanks were last painted over 20 years ago and require new paint coatings. Recent tank inspections conducted at each tank have indicated that there are minor repairs required in addition to the re-coatings. Additionally, SWSB has recently reported TTHM concentrations in their water that are in violation of EPA’s Stage 2 Disinfection Byproducts Rule. As such, Rhode Island Department of Health is requiring that SWSB reduce their TTHM’s in their water system to compliant levels.

The Town has applied for SRF loan funding for the project. Any award of grant funds would off-set loan funds through this program.

Project Impact

Provide a description of the impact and public benefits that will result from this grant-funded initiative, project, or development.

The improvements to the sewer and water system described above will allow a number of large projects within the district to progress from concepts to design phases and allow land owners to confidently market the projects to developers. The Village at Stillwater project at full buildout has a projected water usage of 647,000 gallons per day and sewer demand of 161,000 gallon per day. The sewer system’s full capacity will be needed to accommodate this and other projects within the corridor. The development of this corridor is a major economic development initiative identified in the Town’s Comprehensive Community Plan that will not only benefit the Town, but will have a positive impact on the region and the state by creating well paying jobs.
**Part 3. Project Budget**

Using the space below, or by attaching a similarly formatted spreadsheet, please provide a budget showing how the requested grant funding will be used. If quotes or bids for services or work are available, please include those as an attachment to this form.

<table>
<thead>
<tr>
<th>Project Expense</th>
<th>Price (if applicable)</th>
<th>Quantity (if applicable)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow Monitoring</td>
<td>$20,000</td>
<td></td>
<td>$20,000</td>
</tr>
<tr>
<td>I/I Repairs 3 @ 30K</td>
<td>$27,500</td>
<td>4</td>
<td>$110,000</td>
</tr>
<tr>
<td>Raise 6 Manholes 6@ 10K</td>
<td>$10,000</td>
<td>6</td>
<td>$60,000</td>
</tr>
<tr>
<td>Water Tank Improvements</td>
<td>$200,000</td>
<td>1</td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$390,000</strong></td>
</tr>
</tbody>
</table>
Part 4. Project Timeline
Fill in the following table with expected activities for this grant request. If extra space is needed, please attach a similarly formatted table to your grant application.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Project Timeframe or Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ex. Solicit bids for Preliminary Engineering Report from 3 companies</td>
<td>January 15, 2020</td>
</tr>
</tbody>
</table>

Part 5. Letter(s) of Support (Recommended)
Letters of Support are optional but recommended. For private developers or site owners, letters of support should be from the city, town, or similar governmental unit that represents the property. If the applicant is a municipality interested in seeking assistance with planning or marketing a specific site or sites, the letter of support should be from a representative of the property. Up to three letters of recommendation from municipal partners, community organizations, businesses, or developers can be included in an application.
Part 6. Applicant Certification

The undersigned is an authorized representative of the Applicant listed below with the authority to bind the Applicant for the proposed Site Readiness Program.

I certify that I have reviewed the information contained in this application and confirm that all statements made in this Application in its entirety including all attachments, etc. are true and correct to the best of my knowledge.

**Applicant or Authorized Representative:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Signature:**

________________________________________

**Date Signed:**

________________________________________
DATE: October 25, 2019

TO: Smithfield Town Council

FROM: Michael Phillips, Town Planner

RE: Reissue of Request for Qualifications (RFQ) for Planning Consulting Services related to Updates of the Housing Strategies of the Comprehensive Community Plan

The Town Council authorized the issuance of an RFQ for Planning Consulting services on August 20, 2019. Responses from planning firms were due on September 13th and no responses were received. Based on feedback from prospective bidders the RFQ has been revised. Revisions include a reduced emphasis on the public outreach component and reduction in the number of public meetings required.

Based on these revisions we hope to receive more interest in the proposal. Responses from the planning firms are due on November 25th and we would hope to have a recommendation for an award of the contract to the Town Council for the December 17th Town Council meeting.

Recommended Motion: That the Smithfield Town Council authorizes a resubmission of a request for qualifications (RFQ) for Planning Consulting Services to assess and update the housing strategies of the Comprehensive Community Plan.
Item Description: AMENDMENTS TO THE HOUSING SECTION OF THE COMPREHENSIVE COMMUNITY PLAN

Bid Due Date and Time to be Opened: Monday, November 25, 2019 at 10:00 AM

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

INSTRUCTIONS

1. Qualified Statements must be sealed in an envelope clearly labeled with the above captioned item or work. The Qualification Statement envelope and any information relative to the Qualification Statement must be addressed to the Office of the Purchasing Agent, 64 Farnum Pike, Smithfield, RI 02917.

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

3. Qualification Statement responses must be in ink or typewritten.

4. Each Firm 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.

5. One (1) original Qualification Statement and four (4) copies shall be submitted, along with an electronic copy, in Adobe Acrobat (pdf) format.
NOTICE TO PLANNING CONSULTANTS

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

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

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

4. A firm who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. Gen. Laws, as amended, Sections 7-1.1-99, 7-1.1-105, 7-1.1-106 and shall provide a certification of authorization to conduct business as a firm according to R.I. Gen. Laws, as amended, Sections 5.8.

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

6. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.

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

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

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

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

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

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

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

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

15. The Town of Smithfield reserves the right to reject any and all proposals.
I. Introduction & Background

The Town of Smithfield is situated on the urban fringe next to the more densely populated Towns of Johnston and North Providence. Population movements from these areas to more suburban and rural areas, such as Smithfield, have been noted as a trend that will continue into the future (Rhode Island Housing Consolidated Plan 2010-2015). However, between 2000 and 2010, population increased by only 2.8% to 21,430 residents and to 21,513 by 2015. The residential growth rate of the early 2000’s saw the number of new dwelling units built per year fall from a high of 84 units in 2003 to an average of just over 20 units between 2008-2011. Since 2016, building rates have returned to near 20 year averages of approximately 42 units per year.

The most important factors determining Smithfield’s land use patterns have been accessibility to Providence, transportation routes and patterns, and geography. New residential building followed the suburban pattern; detached single-family ranch, split level, and Cape Cod houses on moderately-sized lots in large, single-use tracts. The open spaces between mill villages were at least partially filled by such tract development. In the 1940’s and 1950’s, most suburban development occurred in the southern part of Town, near Esmond, Georgiaville, and Greenville. In the 1970’s, development started to shift toward the Limerock area. Newer residential development also includes some condominiums, particularly in the southwest corner of Town and near the Stillwater Reservoir.

The Town has identified the Route 7/116 corridor (Corridor) as a growth center. This area contains all the necessary components of a growth center; it is largely served by municipal water and sewer, it has good access to Route 295, Route 7 and Route 116, is serviced by RIPTA and has significant area available for the development of office, light industrial and residential uses. Most importantly, it has an established base of corporate businesses and institutions such as Fidelity, Citizens, Navigant, FGX and Bryant University that have the ability to attract similar types of businesses to the area.

a. Affordable Housing

The current LMI housing supply in Smithfield amounts to 409 units. There are 290 existing units of elderly household compared to 27 LMI family units and 92 special needs units. Based on this 2015 ACS figure for total year-round housing units of 7,585, the Town has a LMI deficit of 349 units. Today’s supply of elderly rental and special needs rental housing meets the stated need for both current and estimated future supply of LMI units in those categories. Therefore, LMI housing development for families is the priority going forward.

b. Affordable Housing Strategies

The Town adopted its Low and Moderate Income Housing Plan in April 2005. The plan contained 9 key strategies for achieving the 10% LMI threshold as required under the Low and Moderate Income Housing Act (Act). These strategies were later incorporated into the housing chapter of the Town’s Town Comprehensive Community Plan adopted in 2006 and are included in the current version of the Plan, adopted in 2016.

These strategies are based on the Town’s stated Vision and Goals, and the Policies designed to achieve these Goals. The Plan presents quantitative estimates of the number of low and moderate income housing units expected to be generated by each strategy; the parties responsible for implementing each strategy; the timeframe for implementation; and the resources required to achieve them.
The table below shows the Town’s progress toward achieving the 10% threshold since it began implementing the strategies outlined in the plan.

<table>
<thead>
<tr>
<th>Comprehensive Permit/LMI Projects</th>
<th>LMI Units</th>
<th>Total Units</th>
<th>% LMI</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whipple Creek (CP)</td>
<td>16</td>
<td>16</td>
<td>100%</td>
<td>No Activity</td>
</tr>
<tr>
<td>Dean Pines Affordable (CP)</td>
<td>15</td>
<td>34</td>
<td>44%</td>
<td>All units should be counted</td>
</tr>
<tr>
<td>Dean Estates Affordable (CP)</td>
<td>8</td>
<td>31</td>
<td>25%</td>
<td>5 of 9 LMI units occupied - Should be counted in 2018 report.</td>
</tr>
<tr>
<td>Georgiaville Village Green</td>
<td>42</td>
<td>42</td>
<td>100%</td>
<td>On schedule for occupation by the end of 2019 or early 2020.</td>
</tr>
<tr>
<td>Country Hill (CP)</td>
<td>5</td>
<td>12</td>
<td>42%</td>
<td>All LMI units Counted</td>
</tr>
<tr>
<td>The Oaks (ZC)</td>
<td>4</td>
<td>32</td>
<td>13%</td>
<td>All LMI units occupied – Should be counted in 2018 report.</td>
</tr>
<tr>
<td>Cardinal Hill (ZC)</td>
<td>2</td>
<td>16</td>
<td>13%</td>
<td>Permits should be issued Spring 2019</td>
</tr>
<tr>
<td>Stillwaters Place/ Cove (ZC)</td>
<td>3</td>
<td>32</td>
<td>9%</td>
<td>Off-site units expected in 2019-2020</td>
</tr>
<tr>
<td>Stone Post Estates (IZ)</td>
<td>3</td>
<td>15</td>
<td>20%</td>
<td>Inclusionary Subdivision – 1 unit counted – 1 pending and Fee in-lieu of 1-Unit</td>
</tr>
<tr>
<td>The Residence at Lime Rock (ZC)</td>
<td>6</td>
<td>28</td>
<td>20%</td>
<td>All LMI units occupied or under construction – Should be counted in 2018 report.</td>
</tr>
<tr>
<td>Stillwater Village (Mixed Use) (ZC) (IZ)</td>
<td>62</td>
<td>309</td>
<td>20%</td>
<td>Master Plan approved 2015 (No activity)</td>
</tr>
<tr>
<td>35 Smith Avenue Subdivision (ZV)</td>
<td>1</td>
<td>4</td>
<td>25%</td>
<td>1 LMI unit occupied - Should be counted in 2018 report.</td>
</tr>
<tr>
<td>Mowry Farms Commons (ZC) (IZ)</td>
<td>3</td>
<td>12</td>
<td>20%</td>
<td>Master Plan approved - 2018</td>
</tr>
<tr>
<td>The Sand Trace (CP)</td>
<td>40</td>
<td>160</td>
<td>25%</td>
<td>Phase I Master Plan (60 Units) approved -2019</td>
</tr>
<tr>
<td>Old County Village (CP)</td>
<td>20</td>
<td>79</td>
<td>25%</td>
<td>Preliminary Plan approved- 2019</td>
</tr>
<tr>
<td>West Rivers Estates (CP)</td>
<td>4</td>
<td>16</td>
<td>25%</td>
<td>Master Plan approved - 2019</td>
</tr>
</tbody>
</table>

**Totals**: 265, 978, 27%

CP = Comprehensive Permit projects  
ZC = Zone Change  
IZ = Inclusionary Zoning  
ZV = Zoning Variance

Strategies #1 & #2 of the affordable housing plan call for the Town to promote development of LMI housing in areas of town that are supported by municipal infrastructure and, that are accessible to the transportation system. To promote the development with these areas, sites found to be generally suitable for development have been identified and increased density provisions are available based on the percentage of LMI housing proposed (See Table H-25 and Figure H-10 Attached). While these strategies have yielded a number of successful LMI projects, controversy regarding targeting specific sites and providing increased density has led the Town to reassess these strategies.
II. Scope of Work

The successful Consultant will be tasked with reviewing the housing element and assessing the effectiveness of the strategies for achieving the 10% threshold. While the consultant will be asked to assess all of the affordable housing strategies in the plan, emphasis should be placed on assessing Strategies #1 & #2. The Consultant should consider a range of possible alternatives that may include: a reassessment of selected sites, elimination of certain sites, addition of sites or elimination of the strategy altogether. The total number of new units, new LMI units expected under any proposed strategy and, the timeline for development of those units should be detailed as shown in Table H-26 and Table H-27 in the Comprehensive Plan.

The Consultant will be responsible for providing the Town with the necessary data relative to any new or revised strategies proposed that will allow the Town to update all the tables, statistical information and forecasts in compliance with Guidance Handbook #5: Planning for Housing, Revised June 2018, RI DOA.

a. Additional Requirements:

1. Draft goals and policies and specific actions for implementation for the Housing element, and make recommendations for amendments to the Zoning Ordinance where appropriate.

2. Review draft plan revisions goals, policies and implementation actions with the Planning Board. A minimum of two (2) nights of workshops should be anticipated. Meetings with Town staff shall be on an as-needed basis.

3. Present draft Comprehensive Plan amendments at a Planning Board public hearing, and assist the Board to formulate a recommendation to the Town Council. A joint Planning Board and Town Council public hearing may be considered.

4. Prepare informational handouts, draft reports, and associated maps and graphic materials in the form of PowerPoint presentations. Maps and graphic materials shall also be displayed for public viewing prior to and following meetings.

III. Statement Contents

The proposals shall include the following information:

1. Summary Overview of the Proposal.

2. Description of the consultant’s relevant experience.

3. Consultant’s philosophy and project approach.

4. Detailed schedule to fit into the broad schedule outline.

5. Resumes of the project team assigned to the project, identifying the team leader, personnel roles and responsibilities on this project, their commitment in time to the project, and their associated professional vitae.

6. Lump sum fee proposal for the total project and broken task as outlined in the scope of services and include hourly rates and breakdown of hours assigned to key personnel. The fee shall include all reimbursables and sub-contractor fees. Cost proposal prices submitted will be considered firm and fixed.

7. Insurance requirements. The Town of Smithfield requires all consultants to carry professional liability insurance for errors and omissions at a minimum coverage of $1,000,000. The Town shall be named as an additional insured. Proof of such insurance coverage is required prior to execution of any contract with the consultant.
8. Letters of recommendation for individual professionals and for the firm, including sub-
consultants if any, and contact information for references including names, titles, and
telephone numbers.
9. Summary examples of recent completed comprehensive planning projects, or other
demonstrated professional expertise in the field of comprehensive community planning,
housing etc.

IV. Evaluation Procedure and Selection Criteria
Proposals will be examined and technically evaluated based on the factors presented below. It is
the responsibility of the CONSULTANT to provide information, evidence or exhibits which
clearly demonstrate the ability to satisfactorily respond to the project requirements and the factors
listed below.

A. Company Qualifications and Experience (Maximum 30 points)
Specialized experience is required of the company in a series of work areas - proposals must
clearly demonstrate full knowledge, understanding, and experience in the methods, techniques,
and guidelines required for the performance of the required work:
1. Experience demonstrated on similar projects.
2. Knowledge of current affordable housing issues and strategies for addressing gaps in
affordable housing supply.
3. The ability to provide the necessary skills and expertise from in-house resources.
4. Methods for assuring work quality, project oversight and cost control.
5. Ability to undertake and complete work for each milestone in the required time period.

B. Project Understanding (Maximum 20 points)
The bidder must demonstrate a comprehension of the role and function of this contract in meeting
the needs of the Town.
1. Response to all elements requested in the RFQ.
2. Clarity of the submittal.
3. Understanding of the project scope of work.

C. Performance Record of Firm (Maximum 20 points)
A list of references with similar projects must be provided and include company name, contact
name, and telephone number.

D. Public Presentations (Maximum 10 points)
Demonstrated ability to make effective public presentations on community planning issues.
Examples from other projects must be provided.

E. Selection Committee/ Interview (Maximum 20 points)
A selection committee consisting of Town of Smithfield staff members (including the Town
Manager, Planning Director, Planning Board Chair, and other members as designated by the
Town Council will review and rank all proposals. It is the intention of the Town to short list up to
three firms. Project teams assigned to the project from the short listed firms will be asked to
interview with the selection committee. A recommendation for an award based on the firms
ranking and interview will then be made to the Town Council.

A Selection Committee representing the Town will review the statements and select the vendor
whose experience, services, availability and references have the most appeal to the Town.
Selected vendors may be invited to make a formal presentation of their bid response to the Selection Committee in order to clarify any questions the committee may have prior to an award being made. The presentation shall be made by the selected vendor(s) to the Selection Committee within ten (10) days after receiving the invitation to present. The bidder’s failure to make such a timely presentation may be grounds for rejection of the bid, at the option of the Selection Committee.

The Cost Proposal will be considered as an independent factor from the above evaluation factors. The cost proposal will be evaluated not only to determine whether it is reasonable, but also to determine the bidder’s ability to complete the project. The Town intends to negotiate the fee with the highest ranked firm based on the criteria listed above.

V. Reservation of Rights
The Town of Smithfield reserves the right to:
- Award this contract in whole, or in part, and reject any and all Proposals;
- Award this contract without interviews on the basis of the decisions made in reference to the selection criteria;
- Seek the assistance of outside technical experts in proposal evaluation;
- Approve or disapprove the use of particular subcontractors;
- Remedy technical errors in the Request for Qualifications "RFQ" process;
- Negotiate with some all or none of the respondents;
- Solicit best or final offers from all or some of the respondents;
- Award a contract to one or more respondents;
- Accept an offer other than the lowest price offer;
- Waive informalities and irregularities in statements and the RFQ process;
- Cancel or not award contract if anticipated funding (State and/or Local) is not available;
- Investigate the qualifications of any respondents under consideration;
- Require confirmation of information furnished by a respondents;
- Require additional evidence of qualifications to perform the work described in this Request for Qualifications;

The RFQ does not commit the Town of Smithfield to enter into a contract nor does it obligate the Town of Smithfield to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. Additionally, the commencement of work on the feasibility study is contingent upon an award of funds to the Town of Smithfield from the Rhode Island Renewable Energy Fund or other non-municipal sources.

VI. Receipt of Proposals:
No Bidder's conference will be held.

The proposal (5) hard copies and one digital copy in Adobe Acrobat (pdf) format) must be submitted in a sealed package by 10:00 o'clock A.M. on Monday, November 25, 2019 at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917, and addressed to the Smithfield Purchasing Agent.

The proposal shall be placed in a sealed package marked with your company name, and plainly marked in the lower left hand corner Town of Smithfield Request for Qualifications for Amendments to the Housing Section of the Comprehensive Community Plan.
The cost proposal (one hard copy) shall be placed within the package in a separate sealed envelope marked with your company name and marked "COST PROPOSAL Town of Smithfield Proposal - Hold for Post Evaluation".

It is the responsibility of the Proposer to see that the proposal is delivered within the time and at the place specified.

Any questions regarding this RFQ may be addressed to:

Michael Phillips
Town Planner
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917
mphillips@smithfieldri.com
Phone # (401) 233-1017
Michael Phillips, Town Planner
or the Town Purchasing Agent, Carolyn Dorazio at 233-1009, cdorazio@smithfieldri.com
MEMO

Date: October 30, 2019
To: Smithfield Town Council
From: Drew Manlove, Assessor
Re: Tax Abatements

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

FINANCIAL IMPACT:
Total abatements for this period = $1,727.49

ATTACHMENTS:
RI General Law 44-7-14
Tax Abatement Detail Report

MOTION:
Moved that the Smithfield Town Council approve the tax abatements in the amount of $1,727.49

The abatements contained herein are submitted for your approval by:

Drew Manlove, Assessor

Assessor's Office
64 Farnum Pike
Smithfield, RI 02917
(401) 233-1014
www.SmithfieldRi.com
<table>
<thead>
<tr>
<th>ACCOUNT #</th>
<th>PROPERTY TYPE</th>
<th>PROPERTY OWNER</th>
<th>PRIOR ASSESSMENT</th>
<th>REVISED ASSESSMENT</th>
<th>REASON</th>
<th>ABATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>26-0146-09</td>
<td>Motor Vehicle</td>
<td>Desnoyers Wayne A</td>
<td>$1,931</td>
<td>$298</td>
<td>DMV Data Error</td>
<td>$57.16</td>
</tr>
<tr>
<td>18-0351-00</td>
<td>Tangible</td>
<td>Rays Hockey &amp; Custom Apparel</td>
<td>$43,920</td>
<td>$15,960</td>
<td>Assessment Appeal</td>
<td>$1,670.33</td>
</tr>
</tbody>
</table>

Town Council Authorization:

Real Estate Subtotal: $0.00
Motor Vehicle Subtotal: $57.16
Tangible Subtotal: $1,670.33
Total Abatements: $1,727.49