

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
June 20, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, JUNE 20, 2023
6:00 P.M.**

6:00 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Section 42-46-5(a)(2); Potential Litigation and Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Christopher Bilotti, Jean Marsella, Ryan Sylvestre, and Hannah Martin for possible appointment or reappointment to a Town board or commission.

7:00 P.M. AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations: None
- VI. Minutes:
 - A. Move that the minutes of the June 6, 2023 executive session meeting held Rhode Island General Laws Section Rhode Island General Laws, Section 42-46-5(a)(2); Collective Bargaining: discussion concerning status of Smithfield Lodge No. 17, Fraternal Order of Police union negotiations and Section 42-46-5(a)(2); Potential Litigation be approved as recorded and sealed.
 - B. Move that the minutes of the June 6, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments: None.
- VIII. Public Hearings:
 - A. Conduct a public hearing on the proposed Fiscal Year 2024 budget.
 - B. Schedule a public hearing on July 11, 2023 to consider, discuss, and act upon an application for tax stabilization from Bay Crane Northeast, LLC.

IX. Licenses:

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

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

B. Consider, discuss, and act upon approving the annual renewal of one (1) Holiday Sales License, as applied, subject to compliance with all State regulations and local ordinances.

1. The Barre and Yoga Experience, LLC d/b/a “The Barre and Yoga Experience”, 259 Putnam Pike, Unit 2

C. Consider, discuss, and act upon approving one (1) Special Event License for Seven Cedars Farm for a “Charity Car Show”, 20 John Mowry Road on the following date:

- Sunday, July 9, 2023 from 9:00 a.m. to 3:00 p.m.

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

D. Consider, discuss, and act upon approving one (1) One-Day Beer/Wine License for Seven Cedars Farm for a private event as follows:

- Sunday, September 17, 2023 from 10:00 a.m. to 3:00 p.m., with a rain date of Sunday, September 24, 2023

The private event will take place at Seven Cedars Farm, 20 John Mowry Road from 10:00 a.m. to 3:00 p.m., as applied, subject to all State regulations and local ordinances.

E. Consider, discuss, and act upon approving a Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm” to hold a Farmer’s Market every Sunday through October 8, 2023, with the hours of operation to be from 10:00 a.m. to 2:00 p.m., on property located at 660 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

F. Consider, discuss, and act upon approving an application for a temporary extension of a Class D (Full Privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter Carey Road, for their Annual Field Day to be held, Sunday, September 17, 2023, from 9:00 a.m. to 8:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and conditional upon the alcohol/crowd control agreement

with the Smithfield Police Department. Rain date will be Sunday, September 24, 2023.

- X. Old Business: None.
- XI. New Business:
 - A. Consider, discuss, and act upon an Appropriation and Tax Levy Resolution for Fiscal Year Ending June 30, 2024.
 - B. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the OMNIA Partners Contract #254, with Rehrig Pacific Company of Miami-Dade County, Florida, for the purchase of trash and recycling carts in an amount not to exceed twenty-nine thousand, eight hundred, ninety-four dollars and zero cents (\$29,894.00).
 - C. Consider, discuss, and act upon authorizing a request for proposals for the purchase of real property/existing structure for a new fire station subject to review by the Town Solicitor.
 - D. Consider, discuss, and act upon authorizing a request for proposals for the construction of a concessions building, grandstand, press box and track and field entrance at the Boyle Athletic Complex subject to review by the Town Solicitor.
 - E. Consider, discuss, and act upon rescinding a request for proposals for concession services at Deerfield Park.
 - F. Consider, discuss, and act upon authorizing a request for proposals for concession services at Deerfield Park subject to review by the Town Solicitor.
 - G. Consider, discuss, and act upon authorizing a request for a Block Party to be held from 12:00 p.m. to 10:00 p.m. on Saturday, June 29, 2023 on Kimberly Ann Drive.
 - H. Consider, discuss, and act upon cancelling the September 5th Town Council meeting.
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: FRIDAY, JUNE 16, 2023

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 EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, June 6, 2023

Place: Smithfield Town Hall

Time: 6:00 P.M.

Present:

Town Council President T. Michael Lawton
Town Council Member Sean M. Kilduff
Town Council Member Michael P. Iannotti
Town Council Member Rachel S. Toppi
Town Council Member John J. Tassoni, Jr.
Town Manager Randy R. Rossi
Town Solicitor Anthony Gallone
Town Clerk Lyn M. Antonuccio

I. President Lawton calls the Tuesday, June 6, 2023 Smithfield Town Council Meeting to order at 7: 01 p.m.

At 6:00 p.m., a motion was made by Member Tassoni, seconded by Member Kilduff, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section Rhode Island General Laws, Section 42-46-5(a)(2); Collective Bargaining: discussion concerning status of Smithfield Lodge No. 17, Fraternal Order of Police union negotiations and Section 42-46-5(a)(2); Potential Litigation.

At 6:52 p.m. a motion was made by Member Tassoni, seconded by Member Kilduff, to adjourn the executive session and seal the minutes. The motion was unanimously approved.

President Lawton announces that there were no votes taken in executive session that are required to be reported pursuant to RIGL§ 42-46-4).

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification.

V. Presentations:

A. Smithfield Samaritan Award – Stanley Tree Services, Inc.

Town Manager Rossi states: that it is his honor to nominate Stanley Zuba, Julian Emerich, and the entire team at Stanley Tree Services, Inc. That since opening in Smithfield, they have been a true community partner with the Town and the entire community as a whole by providing countless volunteer hours helping to clear the property for the dog park as well as the potential site for the fire station property located on George Washington Highway. These services provide enormous benefit to the Town and to the taxpayers by helping to ease the cost burden associated with these projects.

Recently, Stanley Tree Services, Inc. helped more than 200 families in the Smithfield School District by paying off overdue and late school breakfast and lunch bills totaling over \$1,300.

Whether sponsoring local sports teams or helping those in need, Stanley Tree Services, Inc. has always stepped up to make a positive impact on this community.

Town Manager Rossi presents Stanley Tree Services, Inc. with a certificate of recognition.

VI. Minutes:

- A. Move that the minutes of the May 16, 2023 executive session meeting held pursuant to Section 42-46-5(a)(1) Personnel; to interview Daniel Greene, Richard Leveille, and Thomas DellaRosa for possible appointment or reappointment to a Town board or commission and to consider, discuss, and act upon the Chief of Police employment agreement be approved as recorded and sealed.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the May 16, 2023 executive session meeting be approved as recorded and sealed. **Motion is approved by a 4/0 vote. Vice President Iannotti abstains.**

- B. Move that the minutes of the May 2, 2023 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the May 2, 2023 open session be approved as recorded. **Motion is approved by a 4/0 vote. Vice President Iannotti abstains.**

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

- A. Water Supply Board Advisory Commission appointment with a term expiring in December of 2024.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Daniel Greene to the Water Supply Board Advisory Commission with a term expiring in December of 2024. **Motion is approved by a unanimous 5/0 vote.**

- B. Traffic Safety Committee appointment with a term expiring in January of 2025.**

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby appoints Thomas DellaRosa to the Traffic Safety Commission with a term expiring in January 2025. **Motion is approved by a unanimous 5/0 vote.**

- C. Zoning Board reappointment with a term expiring in May of 2028.**

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby reappoints Richard Leveille to the Zoning Board with a term expiring in May of 2028. **Motion is approved by a unanimous 5/0.**

VIII. Public Hearings:

A. Conduct a public hearing to consider and act upon amendments to Chapter 294 of the Code of Ordinance to amend Section 17 entitled “Sewer Computation”.

President Lawton declares the public hearing open.

Town Engineer Kevin Cleary explains that this ordinance would address discrepancies with billing within the collection system for the users that are tied to the Narragansett Bay Commission Sewer District and receive collection system services only from the Town.

Engineer Cleary further explains that a multiplier of .35 will be added to the sewer usage bill to those select sewer users in the district, and that was deemed to be a fair charge for the services the Town renders.

President Lawton questions if these users will be receiving a discounted price. Engineer Cleary states that this multiplier would end up resulting in a discount.

Engineer Cleary also explains that Solicitor Gallone recommended minor changes to the computational language.

Hearing no further comments, President Lawton closes the public hearing.

Vice President Iannotti states that the original ordinance language has been amended, however, the amendment is not a substantive amendment; it is more of a stylistic amendment. Vice President Iannotti reads the proposed amendment.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby adopts Ordinance 294-17, Computation, as amended, for the identified sewer customers within the Smithfield sewer collection system that receive treatment services by Narragansett Bay Commission. **Motion is approved by a unanimous 5/0 vote.**

B. Conduct a public hearing to consider and act upon amendments to Chapter 126 of the Code of Ordinance entitled “Animals”, Sections 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53 sponsored by Councilman John J. Tassoni, Jr.

President Lawton declares the public hearing open.

Robert Salisbury of Smithfield Animal Control states that he was aware that the language needed to be changed due to different ordinances. Mr. Salisbury expresses Animal Control’s concerns about the limit of dogs/cats, and that they would like to have it limited to three (3) throughout the whole Town with the capacity of having more than three (3) if resident has over three (3) acres of land.

Defender of Animals Director Dennis Tabella asks the council to consider having limits on

dogs/cats because the possibility of pet hoarding increases and leads to pets not getting the proper medical care, not likely to be spayed/neutered, not likely to have a rabies shot, and will not be licensed by the Town.

Mr. Tabella explains that the Disease Control Center in Atlanta states that an unneutered male dog is 2^{1/2} times more likely to bite someone, and they mostly bite children. Mr. Tabella reminds the members that these animals are not strays; they are familiar dogs.

Mr. Tabella further explains that if a dog bites someone, they will have to be quarantined which would put a strain on the shelter. Mr. Tabella also explains that there are concerns about pet stores being run out of private homes, and the fostering of out of state dogs.

Mr. Tabella states that ensuring those restrictions are in the ordinance will prevent animal cruelty. Mr. Tabella further states this will protect the health of the public and the safety of children in particular.

Vice President Iannotti questions if there is an anti-hoarding provision in the ordinance that the council passed and the benefit of the limits. Member Tassoni confirms that there is an anti-hoarding provision in the ordinance. Member Tassoni explains that if any number over three (3) could be hoarding. Member Tassoni further explains the limit has always existed in the Town, however, it was taken out. Member Tassoni also explains that having more than three (3) dogs/cats costs exorbitant amount of money to ensure they get the proper medication and vaccinations. Member Tassoni reminds the members that the potential for an unvaccinated dog biting someone will be “on us”.

Member Toppi feels this to be government overreach because the animals are already protected. Member Toppi states that the problem she has with government is that we treat every town, every state, every city, and every country the same, and we are not. Member Toppi reminds the members that there have been four (4) cases of hoarding in twenty-three (23) years.

Beth Cerroni of 43 Esmond Street feels that people do not need more than three (3) dogs. Ms. Cerroni states she has been rescuing dogs for many years and has had three (3) dogs, and this came with an incredible expense, and they do not always get along. Ms. Cerroni requests that the council limit the number of dogs/cats to three (3).

Edward DeMayo of 75 Whipple Road states that he agrees with Member Toppi about government overreach, however, the finances of the owners should be taken into consideration. Mr. DeMayo feels that owners of pit bulls should carry additional insurance. Mr. DeMayo also feels that there should be a limit to the number of animals someone can own.

Mr. Salisbury states that the Town has had four (4) hoarding incidents in the last twenty-three (23) years, but the reason there was only four (4) incidents is because there was a limit in place.

Mr. Salisbury further states that Animal Control does not want to see more than three (3) animals anywhere in Town, but they are willing to work with the council. Mr. Salisbury also states Member Toppi suggested that someone may want more than three (3) animals to protect their livestock, and after having spoken with the owner of Blackbird Farms, he found that they have one (1)

guardian livestock dog that patrols fifteen (15) acres of land for sixty-five (65) animals, and based on the Zoning Ordinance, for three (3) acres of land you are allowed only two (2) livestock and six (6) chickens, therefore, there is no need for more than three (3) dogs to protect eight (8) animals.

Thomas Hodgkins of 200 Farnum Pike questions what the limit of three (3) animals and the amount of acreage is based on. Member Tassoni explains this was based on Member Toppi's request for farms to have more than three (3) animals because if your property is designated as a farm you are allowed more than three (3) dogs.

Member Toppi states she was using that as an example.

Hearing no further comments, President Lawton closes the public hearing.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes amendments to Chapter 126 of the Code of Ordinances entitled "Animals" Sections 126-8, 126-10, 126-16, 126-20, 126-26, 126-45, and 126-53, sponsored by Councilman John T. Tassoni, Jr. **Motion is approved by a 4/1 vote. Member Toppi votes nay.**

C. Conduct a public hearing to consider and act upon amendments to Section 4.3 "Table of Uses", Section 4.4M "Adult Recreational Use Cannabis" and Section 5.11 "Solar Energy Systems" of the Zoning Ordinance.

President Lawton declares the public hearing open.

Town Planner Phillips explains that the solar ordinance amendment would eliminate the "medium scale" solar energy systems and prohibiting the large scale systems in an R-80, R-200, and open space zones, and changing some of the provisions in the way they are reviewed.

Planner Phillips further explains that the adult use cannabis is a state regulation, and the Town has adopted the stance that while the Town is required to have the use in its tables, it is being proposed that it be prohibited in all zones.

Member Kilduff questions where the suggestion came from to remove "medium scale". Planner Phillips explains that in discussions with the Planning Board the size of what was considered a "large scale" was reduced to twenty (20), and it did not seem necessary to have both a "medium and "large" scale.

Vice President Iannotti states that anything over 1,750 sq. ft. is consider a "large" scale. Planner Phillip states that any ground mounted over 1,750 sq. ft. is considered "large".

Vice President Iannotti further states that this amendment would effectively prohibit solar farm development in residential areas.

Mr. Hodgkins questions if all projects will go under technical review. Member Kilduff states that all new solar energy systems shall be subject to technical review.

Mr. Hodgkins questions “large” scale systems only being allowed on parcels of ten (10) acres or more and what that is based on. Planner Phillips explains that since “large” scale solar projects would be eliminated in commercial/industrial zones, it seemed more equitable to allow them on smaller parcels and there are not a great deal of commercial/industrial properties around fifteen (15) acres.

Mr. Hodgkins states that with regard to the trees taken down for the grid, the Zoning Ordinance as it is currently written, gives the Zoning Board the discretion to determine the impact of particular proposed solar projects on neighboring properties. Mr. Hodgkins further states that the proposed amendments states that an underground connection would be encouraged. Mr. Hodgkins questions why the project was not referred back to the Zoning Board if it was not previously given to them. Mr. Hodgkins suggests that this issue should be dealt with in the ordinance.

Mr. Hodgkins recommends two (2) additions:

- Applicants must provide a thorough explanation of transmission lines, access or upgrade required as a result of the project including, but not limited to, the route starting/end points, potential impact to street trees and right of way width.
- Applicants must provide a thorough explanation of any new or proposed upgrades to electrical substations as related to the proposed project information necessary including, but not limited to, noise impacts.

Vice President Iannotti suggests that Mr. Hodgkins send his suggestions directly to him, and an addition can be added to the ordinance at a later date. Vice President Iannotti feels that Mr. Hodgkins’ comments are valid.

Vice President Iannotti feels that the deforestation potential needs to be looked at even for non-residential solar farms. Vice President Iannotti reads a study which indicates that New England’s forests could achieve a 30% reduction in carbon in the atmosphere if it is left undisturbed, and Rhode Island lost over 1,000 acres of forest due to ground mounted solar development.

Vice President Iannotti states that there is currently a provision regarding not more than 40% of the property can be cleared. Vice President Iannotti feels that percentage is a bit too much. Vice President Iannotti states this will be a continuing process with the Planning Department and Planning Board to determine what can be done going forward.

Donald Brown of 17 Russell Lane states that even traveling down a remote road you can see large areas have been cut down for solar panels. Mr. Brown states he is not opposed to solar energy, however, where is the benefit to the Town because most of that power is going into the electrical net which benefits someone that does not live in Rhode Island. Mr. Brown further states this is a “for profit” operation.

Kenneth Sousa of 2 Williams Road questions if the parcel on Log Road would be prevented currently, as this was begun prior to this ordinance. Vice President Iannotti states that is a residential area and the projected would be prevented.

Mr. Sousa feels that if this ordinance is passed, a good question the Town needs to ask is “what will it be today and what will it be like tomorrow” in terms of the number of lots.

Vice President Iannotti feels that the effect of the ordinance would result in having lots in residential areas that would not be developed for this purpose. Vice President Iannotti states that this is an industrial purpose and should not have been placed in a residential area.

Member Tassoni questions the project at the Davis Dump and the planting of more trees than they cut down. Solicitor Gallone explains that the EPA required them to plant the trees as a result of environmental remediation.

Planner Philips states that there has been discussion about the power shipped off from solar projects, however, many communities in the state are benefiting from net metering tax credits from the solar projects.

Joseph Wasilewski of 115 Mountaindale Road feels that any benefits the Town could possibly obtain in terms of tax credits will be outweighed by the reduction in residential property values. Mr. Wasilewski states that the residential district is intended to be the most restrictive zoning designation, and solar systems in residential districts ruins the purpose of zoning. Mr. Wasilewski further states that residential values must be protected.

Grace Toppi of 20 Alpine Ridge states that she is in agreement with the prior speakers, and she is against clearing land, destroying the homes of animals, and reducing oxygen levels. Ms. Toppi expresses her concerns about the solar panels. Ms. Toppi explains that she understands that a vast majority of solar panels come from China, and she is against that because they are not a friendly country and we should not be depending on them for developing our alternate energy program.

Ms. Toppi further explains that she has concerns about the lifespan of the solar panels and the use of lithium batteries which are dangerous and extremely flammable.

Ms. Toppi does not feel that the benefits outweigh the fact that property values will decrease.

Hearing no further comments, President Lawton closes the public hearing.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council adopt the proposed ordinance amendments as recommended by the Planning Board. **Motion is approved by a unanimous 5/0 vote.**

D. Schedule a public hearing on June 20, 2023 on the proposed Fiscal Year 2024 budget.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby schedules a public hearing on June 20, 2023 on the proposed Fiscal Year 2024 budget. **Motion is approved by a unanimous 5/0 vote.**

- E. Conduct a public hearing to consider, discuss and act upon approving the transfer of a B-Victualler License from JNN, Inc., d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike to Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, same location, to include Outdoor Seating/Bar Service with the hours of operation to be Monday through Sunday from 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 and final approval from the RI Department of Health.**

President Lawton declares the public hearing open.

Hearing no comments, President Lawton closes the public hearing.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the transfer of a B-Victualler License from JNN, Inc., d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike to Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, same location, to include Outdoor Seating/Bar Service with the hours of operation to be Monday through Sunday from 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 and final approval from the RI Department of Health. **Motion is approved by a unanimous 5/0 vote.**

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling License for Lee Deg, Inc., d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, the signatures of the Smithfield Fire Chief, owner of premises, a copy of the Retail Sales Permit and final approval from the RI Department of Health.**

Town Clerk Antonuccio explains that the new owner has received the signatures of the premises and the final approval of the Fire Chief. Town Clerk Antonuccio further explains that this license can be approved “subject to” receiving the outstanding items.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve a new Victualling License for Lee Deg, Inc., d/b/a “Rocco’s Pub & Grub”, located at 55 Douglas Pike, as applied, subject to compliance with all State regulations, local ordinances, the signatures of the Smithfield Fire Chief, owner of premises, a copy of the Retail Sales Permit and final approval from the RI Department of Health. **Motion is approved by a unanimous 5/0 vote.**

B. Consider, discuss, and act upon approving seven (7) One-Day Special Event Licenses for the Smith-Appleby House for a “Summer Concert Series”, 220 Stillwater Road, these events will be hosted by the Smithfield Parks and Recreation Department on the following dates:

- **Tuesday, June 20, 2023 from 6:00 p.m. to 8:00 p.m.**
- **Tuesday, June 27, 2023 from 6:00 p.m. to 8:00 p.m.**
- **Tuesday, July 11, 2023 from 6:00 p.m. to 8:00 p.m.**
- **Tuesday, July 18, 2023 from 6:00 p.m. to 8:00 p.m.**
- **Tuesday, July 25, 2023 from 6:00 p.m. to 8:00 p.m.**
- **Tuesday, August 1, 2023 from 6:00 p.m. to 8:00 p.m.**
- **Tuesday, August 8, 2023 from 6:00 p.m. to 8:00 p.m.**

All Special Event Licenses for the Smith-Appleby House are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve seven (7) One-Day Special Event Licenses for the Smith-Appleby House for a “Summer Concert Series”, 220 Stillwater Road, these events will be hosted by the Smithfield Parks and Recreation Department on the following dates:

- Tuesday, June 20, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, June 27, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 11, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 18, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, July 25, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, August 1, 2023 from 6:00 p.m. to 8:00 p.m.
- Tuesday, August 8, 2023 from 6:00 p.m. to 8:00 p.m.

All Special Event Licenses for the Smith-Appleby House are subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 5/0 vote.

C. Consider, discuss, and act upon the annual renewal of two (2) Peddler’s Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. **Marshall E. Gorden d/b/a “Wolfe Novelties”, to sell only balloons and souvenirs from a truck with RI Reg. # UN-98, 140 Vancouver Avenue, Warwick, RI**
2. **NEFL, Inc. d/b/a “New England Frozen Lemonade”, to sell only frozen lemonade from a truck with RI Reg. #186765, 1644 Post Road, Warwick, RI**

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve the annual renewal of two (2) Peddler’s Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Marshall E. Gorden d/b/a “Wolfe Novelties”, to sell only balloons and souvenirs from a truck with RI Reg. # UN-98, 140 Vancouver Avenue, Warwick, RI
2. NEFL, Inc. d/b/a “New England Frozen Lemonade”, to sell only frozen lemonade from a truck with RI Reg. #186765, 1644 Post Road, Warwick, RI

Motion is approved by a unanimous 5/0 vote.

D. Consider, discuss, and act upon approving a new Holiday Sales License for Appleland Orchard RI, LLC d/b/a “Appleland Orchard RI, LLC, located at 135 Smith Avenue, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve a new Holiday Sales License for Appleland Orchard RI, LLC d/b/a “Appleland Orchard RI, LLC, located at 135 Smith Avenue, as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit. **Motion is approved by a unanimous 5/0 vote.**

X. Old Business:

A. Consider, discuss, and act upon a bid award for School Department snow removal services.

Town Manager Rossi explains that the council was interested in knowing the amount of savings was generated in the line item for snow removal from last year.

Director of Building and Grounds Angelo Menucci states he does know the exact number as it is a budgetary question. Director Mencucci further states that any savings would be returned to the General Fund.

Town Manager Rossi asks Director Mencucci to explain the procedure to determine that the vendor would be called into service. Director Menucci states that this is kept in the RFP that we reserve the right to call in the vendor upon notice. Director Menucci further states that the vendor that has been chosen has been plowing snow for the School Department for seven (7) years and is a Town business.

Member Tassoni questions whose General Fund the money is returned to. Director Mencucci explains that the money would stay within the School Department’s budget. Member Tassoni questions how much money was budgeted last year. Director Mencucci explains that he does not have that information this evening, but would get that information for the members.

Member Toppi questions the reason why the School Department cannot plow/remove snow. Director Mencucci explains that the School Department does plow, however, after discussions with the DPW Director, it needed to be determined if they wanted the roads plowed or the schools. Director Mencucci further explains that with a subcontractor onboard, this ensures that school will open on time, and the School Department assist with the plowing with the subcontractor.

Member Toppi questions if there are not enough employees and equipment. Director Mencucci explains that the School Department has only three (3) plow trucks.

Member Kilduff questions if learning from home results in a cost saving. Director Mencucci explains the normally during a snow event you time the snowstorm as it is coming, and the snow is plowed based on having school open the next day. Director Mencucci further explains that if very early in the morning, and you are not ahead of the storm a determination will be made at that time if school will be delayed which allows for the School Department to have an additional hour to get the plow on the road and the buses warmed up. Director Mencucci also explains that by 5:00 a.m. a final decision is made if school is delayed or not opening depending on the intensity of the storm.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby award the bid for snow plowing/removal services for the Smithfield School Department to P & K Landscaping, Inc. for the contract time period July 1, 2023 – June 30, 2026. **Motion is approved by a unanimous 5/0 vote.**

B. Consider, discuss, and act upon adopting a resolution on a Town flag policy on town-owned property sponsored by Councilman John J. Tassoni, Jr.

Member Tassoni explains that there were questions posed to the council at the last meeting, and the solicitor redrafted the policy.

Member Kilduff states that he understands the rationale about why the proposal is the way it is, and it will allow the Town to side step addressing a number of different issues. Member Kilduff does not feel this is the right move, and he is advocating to adopt a policy that mirrors Newport. Member Kilduff urges the members not to support this policy.

Thomas Hodgkins of 200 Farnum Pike states that at the last meeting he was concerned about the term “commercial flags” without a definition and who would make the determination of what a commercial flag is. Mr. Hodgkins feels this version is improved, and recommends that the council adopt this policy.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council adopts a resolution on a Town flag policy on town-owned property sponsored by Councilman John J. Tassoni, Jr. **Motion is approved by a unanimous 4/1 vote. Member Kilduff votes nay.**

XI. New Business:

A. Consider, discuss, and act upon authorizing a short-term renewal agreement for Sewer Authority wastewater facilities 2013 operation & maintenance contract with Veolia Water.

Engineer Cleary explains this is a clerical matter to engage a short-term renewal agreement for the 2013 operation & maintenance contract while the pending proposal reviews service agreement development and final negotiations occur with the proposer that did submit for the 2023 services and beyond. Engineer Cleary further explains that while the negotiations are being worked out for consideration by the council, this will be in place until the end of July, and will allow work to continue under the terms of the contract.

Member Tassoni questions if he will be ready by July 31, 2023. Engineer Cleary explains that the service agreement is being finished, and he is hopeful that a recommendation will be made to the Sewer Authority in July then it will be brought before the council in August to award the contract.

Motion is made by Member Tassoni, seconded Vice President Iannotti, that the Smithfield Town Council hereby authorizes a short term contract renewal agreement until July 31, 2023, as proposed with Veolia Water, NA for operation & maintenance services at the wastewater treatment facilities. **Motion is approved by a unanimous 5/0 vote.**

B. Consider, discuss, and act upon authorizing amendment #1 to the Sewer Authority Consulting Engineering Master Service Agreement with Camp, Dresser, McKee-Smith.

Engineer Cleary explains that after looking into the service agreement with the Sewer Authority in December he recognized that their current service agreement had expired in October, and he forwarded a request to provide an amendment. Engineer Cleary further explains that their agreement allows for three (3) one-year amendments at the approval of the Town Council. Engineer Cleary also explains that there are no changes to the service agreement are proposed and there are no increases in fees/charges.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the Town Manager to execute a one-year contract extension for Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services between CDM-Smith and the Town of Smithfield. Said contract extension will be in agreement with the terms and conditions provided by the Master Service Agreement executed on 10/2019. **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon authorizing a bid award for construction services for the Boyle Athletic Complex at the Smithfield High School.

Town Manager Rossi explains that the RFP went out for the Boyle Complex including multiple alternates for the different aspects of the project, and four (4) vendors submitted proposals and the leading vendor with lowest qualified proposal came in from Green Acres Landscaping & Construction.

Town Manager Rossi further explains that after a review of the pricing and the budget that is available through Town and school funding, the Boyle Athletic Committee is recommending the approval of the base bid with alternate #2 and alternate #3. Town Manager Rossi also explains that alternate #2 will increase the quality of the turf that is being installed, make the warranty for ten (10) years, and the turf will be made to be 100% recyclable.

Town Manager Rossi states that alternate #3 will be for the scoreboard installation, wiring, etc. Town Manager Rossi further states that the other aspects of alternates are for constructing the concession stand entry and the stands, so it was recommended that the bid be re-drafted for that work, and this will go to the School Committee and the council shortly to get more aggressive pricing with those aspects of the project.

Member Tassoni questions if there has been any discussion to put out a bid for someone who may want to sponsor the scoreboard. Town Manager Rossi thinks this is a great idea, and it was discussed at the Boyle Athletic Committee meetings and is under review with the School Department because it is the property of the School Department and based on their policy.

Vice President Iannotti suggests partially selling the naming rights to the field. Town Manager Rossi states that there are options that would help offset the cost and allow the Town to get extra “bells and whistles” for what the children and the community deserve.

Member Kilduff questions if input from the high school sports teams about wanting/not wanting turf. Town Manager Rossi states that the teams definitely want turf, and experts from the sports teams were involved including track and field. Town Manager Rossi further states it has been recommended based on the quality of the turf and thickness of the padding it would be the safest for the children.

Thomas Hodgkins questions if any change orders that increase the contract price will come before the council for approval. Town Manager Rossi states that the change orders will go before the Boyle Athletic Committee and then the council.

Vice President Iannotti states that the Town is already over \$4M without the stands and press box, and how much more is this anticipated to cost. Town Manager Rossi states it shows it’s not their trade being they are a field landscape group who will outsource and they will build it for them, therefore, they would have a markup. Town Manager Rossi further states that the estimate would be \$1M or less for everything else which is based on the estimates at that time.

Vice President Iannotti questions how the funding works. Town Manager Rossi explains that for this part of the project there was funding in the amount of \$2M from the School Department, money from the Town’s capital funds, and the ARPA funds are being used to fund this part of the project. Town Manager Rossi further explains that the HVAC and rooftops which will involve other funding.

Vice President Iannotti questions if there is bonding for this project. Town Manager Rossi explains that there is no bonding for this, however, there is bonding for the HVAC for the energy efficiency.

Kenneth Sousa of 2 Williams Road questions the amount of the actual bid.

Town Manager Rossi explains that \$4,234,252.00 for the main bid, the alternate #2 bid was \$37,965.00, and the alternate #3 was \$85,785.00. Mr. Sousa questions how much of this will be expended by June 30, 2023. Town Manager Rossi explains it will be a minimal amount.

Motion is made is made by Member Kilduff, seconded by Member Tassoni that the Smithfield Town Council hereby award the base bid for all structural, architectural, plumbing, mechanical and electrical work, at a cost not to exceed \$4,234,252.00. Alternate two for athletic field synthetic turf upgrade at a cost not to exceed \$37,965.00. Alternate three to furnish and install a home athletic field scoreboard at southeast corner of athletic field running track at a cost not to exceed \$85,785.00 for the Boyle Athletic Field Complex at Smithfield High School project to the lowest bidder, Green Acres Landscaping & Construction, for an amount not to exceed \$4,356,002.00. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing a bid award for the School Department's replacement rooftop HVAC units.

Town Manager Rossi explains that this was approved by the Boyle Athletic Committee at their last meeting and by the School Committee on June 5, 2023. Town Manager Rossi further explains that both recommended to go forward with Coyne Mechanical, Inc. with a base bid of \$259,000 and a bid of \$101,200 alternate #1. Town Manager Rossi also explains that this work will be to install the rooftop units at the high school.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby award the base bid for structural, architectural, plumbing, mechanical and electrical work for an amount not to exceed \$259,000.00. Alternate one (1) –new electrical wiring, conduit and circuit breakers for an amount not to exceed \$101,200.00 all for the Smithfield High School HVAC rooftop units to the lowest bidder Coyne Mechanical, Inc. located in Chepachet RI for a total amount not to exceed \$360,200.00. **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon authorizing a contract with AA Asbestos Abatement Co. of Johnston, RI, through the RI Master Price Agreement #196, in the amount of thirty-five thousand, nine hundred and thirty dollars and zero cents (\$35,930.00) for asbestos abatement at the East Smithfield Neighborhood Center.

Town Manager Rossi explains that due to the age of the building there are aspects that pertain to asbestos, and within the building, there is a crawlspace below the building where a lot of the piping and HVAC ducts will need to go. Town Manager Rossi further explains this area will need to be abated prior to allow for the work to be completed.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby award the bid for asbestos abatement at East Smithfield Neighborhood Center, 7 Esmond Street, using the State of RI, MPA 196 to AA Asbestos Abatement Co. located in Johnston, RI with a quoted cost of \$35,930.00. Information Services (OPIS). **Motion is approved by a unanimous 5/0 vote.**

F. Consider, discuss, and act upon authorizing a bid award for the School Department's Innovation Learning Lab STEM/STEAM equipment.

Director of Technology Scott Barnett explains that the School Department became aware of a \$170,000 grant for the 21st Century Innovation Centers (furniture, computers, and tools to improve STEM/STEAM). Director Barnett further explains that the School Department embarked on a full scale request for quote that would come to that amount, however, budgeting issues reduced the amount they were able to spend on the grant.

Director Barnett also explains that the proposals were reviewed and the lowest bidder was Bluum USA is qualified to supply the computer items and perform the installation, and will be paid by grant funds. Director Barnett reviews the items that will be installed.

Vice President Iannotti states that based on the information given to the council this evening, the funds are through the School Building Capital Fund. Town Manager Rossi explains that this is the same term, the SB Capital Fund is a technical term for funds within your budget, and it is what it is called through RIDE.

Motion is made by Member Kilduff, seconded by Member Tassoni, the Smithfield Town Council hereby award the bid for Innovation Learning Labs Stem/Stream equipment to the lowest qualified bidder Bluum USA, Inc. located in Phoenix, AZ for an amount not to exceed \$29,207.44. **Motion is approved by a unanimous 5/0 vote.**

G. Consider, discuss, and act upon authorizing change orders #1-6 to J.G. Edwards Construction for Phase 1a and Phase 1b renovation work at the East Smithfield Neighborhood Center in an amount not to exceed forty-one thousand, nine hundred and eight dollars and ninety cents (\$41,908.90).

Town Manager Rossi explains that there is other necessary work needed to be completed as the Town prepares to open different aspects of the building, and these items will catch us up to speed with the aspects that need to continue, and signed off by the architect pending the council's approval.

Member Tassoni questions if there is a Clerk of the Works. Town Manager Rossi explains there is not a person on site at all times, however, the architect oversees directly as well as DPW Director Gene Allen.

Member Tassoni also questions if the architect signed off on the \$41, 908.90 for this work. Town Manager Rossi confirms that the architect reviewed it and recommended that the council approve it.

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council hereby award funds in an amount not to exceed \$41,908.90 for the attached change orders which are needed to advance Phase 1a and Phase 1b or renovation work at East Smithfield Neighborhood Center, 7 Esmond St. to the general contractor, JG Edwards Construction. **Motion is approved by a unanimous 5/0 vote.**

H. Consider, discuss, and act upon a request from the Northern RI Collaborative to terminate their lease on July 15, 2023 prior to completion of the current term expiring on August 14, 2023.

Town Manager Rossi explains that the Northern RI Collaborative has made it clear that they will be vacating the premises at William Winsor School since they have passed the deadline for renewal. Town Manager Rossi further explains that the Town thought this may happen based on the dissolving of the entity.

Town Manager Rossi also explains that the collaborative sent the letter officially notifying the Town of the impending dissolution of the organization and also asking the Town to waive the last month of the lease which is set to expire on August 14, 2023.

Town Manager Rossi states that when the lease was negotiated it was built on the Town putting certain capital needs into that facility and planning on the offset of that revenue to make it a “win/win” situation for the collaborative and the Town.

Town Manager Rossi suggests that the council deny the removal of that additional month and let the expiration fall on August 14, 2023 to allow the Town to be made whole for the lease agreement entered into.

President Lawton questions the amount the Town would lose. Town Manager Rossi states that the amount is \$18,673.45.

Member Tassoni questions if there will be an inspection when they leave. Town Manager Rossi states there will be an inspection.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council (approves/denies) the request of the Northern Collaborative to terminate their lease on July 15, 2023, prior to the completion of the current term expiring on August 14, 2023. **Motion is approved by a unanimous 5/0 vote.**

I. Consider, discuss, and act upon approving tax abatements in the amount of two hundred eighty-one dollars and ninety-seven cents (\$281.97).

Motion is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council approve the tax abatements in the amount of \$281.97. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment.

Joseph Toppi of 20 Alpine Ridge reads the following into the record:

Let me preface my remarks by saying that my Public Comments are just that -MY Public Comments not those of my Councilwoman daughter, my wife or my dog!

Page 17
Town Council Meeting
June 6, 2023

People elected to office in this country are elected to evaluate any legislation, proposals or discussion -researching these as needed and they then vote as they see fit. Not everyone agrees with all their decisions. A vote is taken and the majority rules. This is how democracy works. PS If you want to be the one who votes, run for office.

In dictatorships the dictator tells the councils how they are to vote and the votes are cast his way or else. As you would expect, all votes end unanimously in his favor.

I sat here last month for the Smithfield Gay Pride in perpetuity vote and the vote passed 3 to 1. So be it. BUT WAIT did I say “3-1” Yes, one council member voted nay and the next day, the firestorm began. I have seen the same reaction regarding recent School Committee opinions. It is nothing short of straight out bullying.

My comments are not aimed at this Town Council

My remarks are meant to address the frauds and hypocrites in this town that oppose bullying but are bullies none the less. They have been all over social media doing just that- bullying anyone who doesn't vote their way. It's “do as I say-not as I do”. It is no longer a victory if the vote passes in their favor. Their new marching orders are to use social media, texts and e-mails to threaten, smear or coerce these School Committee or Town Council members who did not allow a unanimous victory for legislation that they supported. You see- winning is no longer good enough. They feel the need to “educate” the legislators to see things their way or else.

I'm sure these same people remark on how they can't get anyone to run for office come election time BUT who wants to subject themselves to these angry mobs with a ‘my way or the highway’ mentality?

Let's talk about the new buzz words-inclusion, equity, & diversity- I agree everyone should have a right to be heard – but not heard only if you agree with us or -the hatred that we profess to be so against -will begin.

No good comes from these actions. Our town is better than this. If these people spend their time on positive words and actions they could be an example to others who don't know how to handle themselves in a civil manner! In the end we could all be better off. Got a lot of energy? Join a committee and try to improve our town instead of spreading divisive words and plans.

So is it better that you try to contribute to the common good rather than be a shameful snake in the grass hypocrite? I'll let you decide!

Donald Brown of 5 Myers Street states that questions the use of cannabis. Vice President Iannotti explains that cannabis portion was put into an ordinance form what the voters passed last fall at the election which will prevent the retail sale of marijuana in the Town.

Vice President Iannotti suggests that in the future the zoning amendments should be separated and voted on separately.

Paul Santucci of 10 Appletown Road states that at the last council meeting a “seed was planted” by Member Tassoni about wanting to sell Smithfield Water, and Mr. Santucci feels this should not be considered. Mr. Santucci further states that there are three (3) water systems in the Town, and the water system is excellent and delivered at a less cost than Providence.

Mr. Santucci also states that the Town has excellent resources in Gene Allen and Robert Forrest, and the Smithfield Water Supply Board Advisory Commission began because the council or the board was not doing enough.

Mr. Santucci explains that hundreds of thousands of dollars were lost by not passing along wholesale water rate increases years ago, and \$85,000 in hookups were given away to a condo association when there were two (2) previous water superintendents at the DPW. Mr. Santucci further explains that hundreds of thousands of dollars were transferred to the General Fund from an Enterprise Fund years ago.

Mr. Santucci also explains that when the commission was started there was no accounting system, only one line item. Mr. Santucci feels we can control our own destiny with our own water system, and the Town has a great deal of flexibility in our system, and there are areas that are zoned for commercial use to expand our system. Mr. Santucci also feels it can provide more redundancy in the event of a water main break. Mr. Santucci states that two (2) tanks were rehabbed and pump stations are immaculate.

Mr. Santucci further states that as a member of the commission, he would entertain a meeting with the board to share what their advisory capacity is.

Thomas Hodgkins of 200 Farnum Pike states that he wrote a letter to the council addressing a number of issues regarding zoning amendments. Mr. Hodgkins further states that one issue was the Town not providing written notice to abutters of properties that were rezoned, and the zoning ordinance requires written notice. Mr. Hodgkins questions when does the change of 1-60 does this before specific or general. Mr. Hodgkins feels whatever that number was because arbitrary.

Mr. Hodgkins questions to what end that decision was made because the Town may find themselves in court and having to incur legal fees all because they did not want to send a letter.

Mr. Hodgkins feels, most importantly, the Town’s narrow view of the resident’s rights (individual and property), and if no one says anything, they will continue to do that.

XIII. Adjournment.

Motion is made by Member Kilduff, seconded by Member Toppi, to adjourn the meeting. **Motion is approved by a unanimous 5/0 vote.**

Meeting adjourns at 8:40 p.m.

Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby approves the Fiscal Year 2024 Budget as amended.

This advertisement will appear in the Providence Journal: 6/7/2023

NOTICE OF PROPOSED PROPERTY TAX RATE CHANGE

The Town of Smithfield proposes to increase its property tax levy to \$60,097,075 in the 2023-2024 budget year; the property tax levy this year is \$58,247,230. The FY 2023 and FY 2024 tax levies have excluded motor vehicle excise tax for the purpose of determining tax levy growth pursuant to current law. **THIS IS A PROPOSED INCREASE OF 3.18%**

It is anticipated that there will be an overall increase in property values and when coupled with the increase in the proposed tax levy will result in a property tax rate of **\$13.88** for residential real estate per \$1,000 of assessed valuation, as compared to the current property tax rate of \$13.36 per \$1,000 of assessed valuation, and **\$19.43** per \$1,000 of assessed valuation for commercial and industrial, as compared to the current property tax rate of \$18.70 per \$1,000 of assessed valuation. Tangible personal property will result in a property tax rate of **\$59.74** per \$1,000 of assessed valuation as compared to the current rate of \$59.74.

A property tax rate of \$14.03 for residential real estate, \$19.64 for commercial real estate and \$59.74 for tangible personal property would be needed in the coming budget year to raise the maximum levy authorized by section 44-5-2 of the general laws.

The Town of Smithfield's budget for fiscal year 2024 will be considered at a Town Council Meeting on Tuesday, June 20, 2023 at 7:00 PM in the Town Council Chambers of Town Hall, 64 Farnum Pike Smithfield, RI 02917.

The above property tax estimates have been computed in a manner approved by the Rhode Island Department of Revenue.

T. Michael Lawton
Town Council President

REPORT TO TAXPAYERS ON CURRENT AND PROPOSED BUDGET

Expenditures - Function or Purpose	Amounts Actually	
	Budgeted for	
	Current Year	Proposed
	Operations/Capital	Budget Year
	2022 - 2023	2023 - 2024
1. Education	\$ 41,224,800	\$ 43,200,372
2. General Financial Administration	983,080	1,007,473
3. Public Works	3,147,908	3,834,511
4. Police Protection and Animal Control	10,124,914	9,515,864
5. Fire Protection	9,918,404	11,390,242
6. Sewerage	1,100	1,100
7. Other Sanitation	1,597,000	1,707,343
8. Parks, Recreation and Neighborhood Center	1,373,426	1,476,216
9. Interest on General Debt	1,874,101	1,872,388
10. Principal on General Debt	2,790,000	2,845,000
11. General Government	2,924,793	3,017,794
12. Town-Wide Obligations	2,987,550	3,082,701
13. Libraries	1,501,002	1,542,709
14. Revaluation	65,000	65,000
15. Boards & Commissions	58,455	106,405
16. Municipal Capital Improvements	2,414,622	1,502,499
Total Expenditures	\$ 82,986,155	\$ 86,167,617
Revenues		
1. Local Property Taxes	\$ 61,098,009	\$ 59,965,594
2. State		
Municipal State Aid	8,464,033	11,240,764
School State Aid	7,460,599	8,742,214
3. Federal	-	951,300
4. Local (Non-Property)		
Miscellaneous Revenue and Interest	3,222,629	2,684,247
Fund Balance Transfers	600,000	600,000
Capital Expenditures and Operations Funds	2,140,885	1,983,498
Total Revenues	\$ 82,986,155	\$ 86,167,617

Certification: This is to certify that data contained in this report is accurate to the best of my knowledge.

Date: May 10, 2023

T. Michael Lawton
Town Council President

**Town of Smithfield
Rhode Island
2024 Operating Budget
TOWN COUNCIL PROPOSED
June 20, 2023**



Smithfield Town Hall

64 Farnum Pike

Smithfield, RI 02917

Phone: (401) 233-1000 ▪ Fax: (401) 233-1080

Hours: 8:30 am – 4:30 pm ▪ Monday through Friday

www.smithfieldri.com

Town of Smithfield
Fiscal Year 2023 - 2024
Budget & Financial Review Board - Adopted 5/10/2023
Town Council - Proposed 6/20/2023
General Fund
Budget Book Addendum for Tax Rate Computation

	Page #	FY 2024 Pre-Adoption Amount	FY 2024 B&FRB Amendments	FY 2024 B&FRB Adopted	FY 2024 Town Council Amendments	FY 2024 Town Council Proposed
Revenue Adjustments:						
SAFER Grant	Exhibit-D	\$0	951,300	\$951,300	0	\$951,300
Local Taxes (Tax Levy)	Exhibit-D	\$59,965,594	0	\$59,965,594	456,365	\$60,421,959
Total Revenue Adjustment			\$951,300		\$456,365	
Expenditure Adjustments:						
Capital Improvement Projects - Legislative and Policy Direction	Exhibit - G	\$10,000		\$10,000		\$110,000
School Capital Fund Contribution			0		100,000	
Town Manager	Exhibit - H	\$496,567		\$505,385		\$505,385
1-01-004-0101 Salary & Wages	Page 164		8,818		0	
Planning and Economic Development	Exhibit - H	\$239,753		\$234,121		\$234,121
1-01-007-0101 Salary & Wages	Page 111		(5,632)		0	
Fire Department	Exhibit - H	\$10,673,941		\$11,390,241		\$11,390,241
1-01-031-0101 Salary & Wages	Page 81		644,806		0	
1-01-031-0102 Overtime	Page 81		(250,000)		0	
1-01-031-0105 Holidays	Page 81		32,236		0	
1-01-031-0122 Special Personnel Services	Page 82		21,000		0	
1-01-031-0131 FICA/Social Security	Page 82		51,794		0	
1-01-031-0142 Medical Insurance - Active (FF)	Page 82		116,916		0	
1-01-031-0143 Dental Insurance - Active (FF)	Page 82		4,358		0	
1-01-031-0147 Pension - State Pension (FF)	Page 82		48,038		0	
1-01-031-0150 Pension - Local Set Aside (FF)	Page 82		6,448		0	
1-01-031-0155 Life Insurance	Page 82		2,604		0	
1-01-031-0401 Clothing Allowance	Page 82		15,300		0	
1-01-031-0494 Uniform Maintenance	Page 83		7,800		0	
1-01-031-0524 Gas & Oil	Page 83		15,000		0	
			\$716,300		\$0	
Police Department	Exhibit - H	\$9,256,187		\$9,256,187		\$9,556,187
1-01-032-0149 Pension - Local Pension (PO)	Page 117		0		300,000	
Public Works	Exhibit - H	\$5,374,854		\$5,541,854		\$5,541,854
1-01-041-0101 Operations - Salary & Wages	Page 127		5,000		0	
1-01-042-0584 Special Projects - Highway Resurfacing - Minor Reconstruction	Page 133		162,000		0	
			\$167,000		\$0	
	Exhibit - H	\$9,256,187		\$9,256,187		\$9,556,187
1-01-032-0149 Pension - Local Pension (PO)	Page 138		0		300,000	
Parks and Recreation Department	Exhibit - H	\$931,850		\$931,850		\$978,215
1-01-048-0101 Salaries & Wages	Page 138		0		30,068	
1-01-048-0131 FICA/Social Security	Page 138		0		2,300	
1-01-048-0142 Medical Insurance - Active	Page 138		0		10,668	
1-01-048-0143 Dental Insurance - Active	Page 138		0		436	
1-01-048-0148 Pension - State Pension	Page 138		0		2,893	
			\$0		\$46,365	

Greenville Public Library	Town Appropriation	Exhibit - H Page 99	\$931,850	0	\$931,850	10,000	\$941,850
East Smithfield Public Library	Town Appropriation	Exhibit - H Page 91	\$599,112	11,747	\$610,859	0	\$610,859
School Department	Town Appropriation	Exhibit - H Page 151	\$43,147,305	53,067	\$43,200,372	0	\$43,200,372
Total Expenditure Adjustment					<u>\$951,300</u>	<u>\$456,365</u>	
Net Change to the Fiscal Year 2024 Budget					<u><u>\$0</u></u>	<u><u>\$0</u></u>	

Proposed Tax Rate Adjustments

	Current Tax Rate	Pre-Hearing Tax Rate	New Proposed Tax Rate
Tax Rate for Residential - Real Estate	\$13.36	\$13.88	\$13.78
Tax Rate for Commercial - Real Estate	\$18.70	\$19.43	\$19.29
Tax Rate for Tangible	\$59.74	\$59.74	\$59.74

Town of Smithfield
Fiscal Year 2023 - 2024
Budget & Financial Review Board - Adopted 5/10/2023
Town Council - Proposed 6/20/2023
Sewer Fund
 Budget Book Addendum

	Page #	FY 2024 Pre-Adoption Amount	FY 2024 B&FRB Amendments	FY 2024 B&FRB Adopted	FY 2024 Town Council Amendments	FY 2024 Town Council Proposed
Revenue Adjustments:						
User Charges	Page 207	\$4,008,091	(200,000)	\$3,808,091	0	\$3,808,091
Total Revenue Adjustment			<u>(\$200,000)</u>		<u>\$0</u>	
Expenditure Adjustment:						
Sewer Authority 1-03-094-0503 Sewer Fund - Contract Services	Page 204	\$2,500,000	(200,000)	\$2,300,000	0	\$2,300,000
Total Expenditure Adjustment			<u>(\$200,000)</u>		<u>\$0</u>	
Net Change to the Fiscal Year 2024 Budget			<u><u>\$0</u></u>		<u><u>\$0</u></u>	

EXHIBIT A

TAX RATE DISCLOSURE

**Town of Smithfield
BUDGET ANALYSIS
FISCAL YEAR 2023-2024**

Current Year - Proposed (Estimated)

	Gross Assessed Valuation	Exemptions	Net Assessed Valuation
Residential - Real Estate	2,059,253,242	(5,547,575)	2,053,705,667
Commercial - Real Estate	841,028,257	(23,279,470)	817,748,787
Real Estate - Frozen (Market Value)	658,432,600	(26,140,113)	632,292,487
Tangible Property	180,639,411	(27,499,062)	153,140,349

Tax Levy		Proposed Tax Rate	Prior Year Tax Rate	Increase \$	Increase %
Residential - Real Estate	28,300,064	13.78	13.36	0.42	3.14%
Commercial - Real Estate	15,772,636	19.29	18.70	0.59	3.14%
Real Estate - Frozen	7,200,655				
Tangible Property	9,148,604	59.74	59.74	0.00	0.00%
	<u>60,421,959</u>				

Tax Levies	
Proposed Year Tax Levy	60,421,959
Prior Year Tax Levy	58,247,230
Levy Increase - Amount	2,174,729
Levy Increase - %	3.73%
Tax Levies - Net of Motor Vehicle	
Proposed Year Tax Levy	60,421,959
Prior Year Tax Levy	58,247,230
Levy Increase - Amount	2,174,729
Levy Increase - %	3.73%

Budget Expenses	
GROSS Budget	\$ 86,623,982
TOTAL Revenues	26,202,023
NET Budget (Tax Levy)	<u>\$ 60,421,959</u>
Current Estimated Tax Levy	<u>\$ 60,421,959</u>

EXHIBIT B
Town of Smithfield
FISCAL YEAR 2024
TAX RATE INFORMATION SUMMARY

	TAX RATE RESIDENTIAL REAL ESTATE	PERCENT RATE CHANGE	TAX RATE COMMERCIAL REAL ESTATE	PERCENT RATE CHANGE	TOTAL TAX LEVY	AMOUNT OF FUND BALANCE UTILIZED	AMOUNT FROM OTHER ESCROW FUNDS UTILIZED	TOTAL BUDGET
FY 2024	\$13.78	3.14%	\$19.29	3.14%	\$ 60,421,959	\$ 600,000	\$ 1,983,498	\$ 86,623,982
FY 2023 Revaluation	13.36	0.00%	18.70	0.00%	61,098,009	600,000	2,140,885	82,986,155
FY 2022	17.13	1.90%	18.70	1.91%	60,021,839	600,000	1,775,847	78,754,901
FY 2021	16.81	0.00%	18.35	0.00%	59,670,761	600,000	1,870,547	76,700,583
FY 2020 Revaluation	16.81	-4.27%	18.35	-0.27%	59,752,045	600,000	1,930,998	74,809,085
FY 2019	17.56	0.00%	18.40	0.00%	58,146,492	600,000	2,567,827	74,502,662
FY 2018	17.56	4.96%	18.40	4.96%	58,127,981	600,000	3,155,000	72,285,519
FY 2017 Revaluation	16.73	-4.78%	17.53		56,132,554	600,000	2,765,000	69,045,313
FY 2016	17.57	2.57%			55,094,768	600,000	2,253,300	67,028,007
FY 2015	17.13	-2.23%			53,767,983	550,000	2,230,000	64,785,731
FY 2014 Revaluation (1)	17.52	1.63%			51,713,919	550,000	2,679,182	64,224,223
FY 2013	16.02	1.07%			50,485,821	656,744	3,346,375	62,048,443
FY 2012	15.85	1.67%			49,357,184	450,000	4,661,500	61,942,487
FY 2011 Revaluation	15.59	11.52% (2)			48,233,106	850,000	3,818,674	60,619,089
FY 2010	13.98	2.19%			46,156,583	-	3,500,373	60,970,586
FY 2009	13.68	3.40%			44,064,149	-	3,820,444	61,538,789
FY 2008 Revaluation	13.23	5.19%			41,966,249	-	2,375,833	58,235,323
FY 2007	15.40	4.90%			39,873,408	-	2,217,704	54,947,763
FY 2006	14.68	5.23%			37,721,249	-	2,198,266	51,766,323
FY 2005 Revaluation	13.95	5.50%			35,369,460	-	2,334,444	49,264,872
FY 2004	21.40	8.74%			33,020,550	-	3,331,472	48,100,401
FY 2003	19.68	5.47%			32,372,871	-	1,647,627	44,336,416
FY 2002 Revaluation	18.66	0.00%			29,800,739	100,000	1,040,000	40,622,741
FY 2001	22.40	0.00%			27,891,542	-	1,314,000	38,183,918
FY 2000	22.40	9.75%			27,754,385	-	971,500	36,236,885
FY 1999	20.41	2.56%			25,521,694	1,220,000	1,413,334	34,374,592
FY 1998	19.90	0.00%			24,391,296	1,375,000	1,457,500	33,429,754

Notes:

The town has utilized \$10,551,744 in Fund Balance and \$62,817,632 in escrow funds in prior years budgetary procedures.

- 1) Percentage increase is calculated using the revaluation adjusted rate.
- 2) Percentage is based on rate increase, actual tax increase was a 4.5% increase due to revaluation

Town of Smithfield
GENERAL FUND
SUMMARY OF REVENUES, TRANSFERS
AND EXPENDITURES ON *BUDGETARY BASIS*
FISCAL YEAR 2024

	FY 2021 ¹	FY 2022 ¹	Appropriated FY 2023	Projected FY 2023	Anticipated FY 2024
<u>REVENUE AND TRANSFERS:</u>					
School State Aid	\$ 6,089,786	\$ 6,966,851	\$ 7,460,599	\$ 7,460,599	\$ 8,742,214
School Receipts - Miscellaneous	457,841	601,843	607,179	607,179	586,548
Property Taxes	60,033,868	60,202,797	61,098,009	58,248,185	60,421,959
Intergovernmental Revenue	5,377,369	6,139,896	8,464,033	11,482,727	11,240,764
Licenses, Fees and Permits	1,225,681	1,276,283	915,000	1,150,000	975,000
Departmental Revenue	1,053,488	642,464	529,475	529,475	1,568,999
Miscellaneous	736,669	457,010	1,170,975	1,170,975	505,000
Other Financing Sources	3,533,001	3,862,834	600,000	2,649,417	600,000
Revenue for Capital Exp. and Operations	1,595,547	1,531,897	2,140,885	2,140,885	1,983,498
Total Revenue and Transfers	\$ 80,103,250	\$ 81,681,876	\$ 82,986,155	\$ 85,439,442	\$86,623,982
<u>EXPENDITURES:</u>					
General Government	\$ 3,677,007	\$ 3,586,511	\$ 3,894,153	\$ 3,905,848	\$ 4,056,998
Public Safety	19,694,141	20,596,990	20,043,317	20,609,574	21,206,105
Public Works	4,823,883	4,618,687	4,744,908	4,744,908	5,541,854
Public Health and Assistance	14,522	14,500	25,325	25,325	25,325
Recreation and Senior Center	1,129,210	1,222,941	1,373,426	1,376,816	1,522,581
Libraries	1,454,008	1,471,571	1,501,002	1,501,002	1,552,709
Education	39,075,701	40,418,021	41,224,800	43,059,265	43,200,372
Miscellaneous	2,532,056	2,568,534	3,100,500	3,105,500	3,198,151
Debt Service	2,359,700	2,979,560	4,664,101	4,696,582	4,717,388
Municipal Capital Improvements	2,214,388	1,393,032	2,414,622	2,414,622	1,602,499
Total Expenditures	\$ 76,974,615	\$ 78,870,347	\$ 82,986,155	\$ 85,439,442	\$86,623,982
EXCESS OF REVENUES AND TRANSFERS OVER EXPENDITURES INCLUDING RUBS ²	\$ 3,128,635	\$ 2,811,529	\$ 0	\$ 0	\$ 0

Note: 1. FY 2021 and 2022 are audited amounts.
2. RUB = Reappropriated Unexpended Balance

Town of Smithfield

GENERAL FUND

ACTUAL AND ANTICIPATED REVENUES FISCAL YEAR 2024

	FY 2021	FY 2022	Appropriated FY 2023	Projected FY 2023	Anticipated FY 2024
<u>MISCELLANEOUS STATE & LOCAL REVENUES</u>					
<u>School Aid</u>					
State Aid Schools	6,089,786	6,966,851	7,460,599	7,460,599	8,742,214
<u>State Revenues</u>					
School Housing Aid	300,648	267,750	1,998,125	1,998,125	1,561,250
Payment-in-lieu of Taxes - University/Airport	977,391	900,667	941,869	941,869	941,869
Telephone Tax	269,396	258,355	258,355	258,355	269,260
Hotel Tax / Meals Tax	862,394	1,153,398	1,185,684	1,185,684	1,369,691
Motor Vehicle Phase-out	2,967,540	3,559,726	4,080,000	7,098,694	7,098,694
<u>Federal Aid</u>					
SAFER Grant	621,621	196,061	-	-	951,300
<u>Local - Non-Property Tax Revenue</u>					
School Miscellaneous	457,841	601,843	607,179	607,179	586,548
Departmental Revenue	431,867	446,403	529,475	529,475	617,699
Local Miscellaneous	239,089	123,649	200,000	200,000	200,000
Licenses, Fees and Permits	1,225,681	1,276,283	915,000	1,150,000	975,000
Impact Fees	75,000	75,000	645,975	645,975	-
Interest on Invested Funds	7,085	(12,464)	25,000	25,000	25,000
Interest on Taxes	415,495	270,825	300,000	300,000	280,000
<u>Revenue for Capital Exp. and Operations</u>					
Revenue for Capital Exp. and Operations	1,595,547	1,531,897	2,140,885	2,140,885	1,983,498
<u>Other Financing Sources</u>					
Lease Proceeds	-	146,537	-	-	-
Transfers from Fund Balance	3,533,001	3,716,297	600,000	2,649,417	600,000
Total Miscellaneous Revenue	20,069,382	21,479,078	21,888,146	27,191,257	26,202,023
<u>Local Property Tax Revenues</u>	60,033,868	60,202,797	61,098,009	58,248,185	60,421,959
TOTAL - ACTUAL AND ANTICIPATED REVENUES	\$ 80,103,250	\$ 81,681,875	\$ 82,986,155	\$ 85,439,442	\$ 86,623,982

Town of Smithfield

GENERAL FUND

REVENUE DETAIL SUMMARY

FISCAL YEAR 2024

ANTICIPATED REVENUE - GENERAL FUND	FY 2023 - 2024
<u>Miscellaneous State & Local Revenue</u>	
<u>State Revenues</u>	
School Housing Aid	\$ 1,561,250
Payment-in-Lieu of Taxes - University & Airport	941,869
Telephone Tax	269,260
Hotel Tax / Meals Tax	1,369,691
Motor Vehicle Phase-out	7,098,694
Total - State Revenues:	11,240,764
<u>Federal Aid</u>	
SAFER Grant	951,300
Total - Federal Revenues:	951,300
<u>Local - Non-Property Tax Revenue</u>	
Local Miscellaneous - Town	1,316,660
Local Miscellaneous - School	586,548
Impact Fees	-
Indirect Cost Transfers from Enterprise Funds	476,039
Reserve for Future Tax Assessments	600,000
Interest on Invested Funds	25,000
Interest on Taxes	280,000
Total - Local Miscellaneous:	3,284,247
Total - State & Local Revenues	15,476,311
<u>Revenue for Capital Expenditures and Operations</u>	
Rescue Billing Fund	1,200,000
Police Capital Equipment Escrow Fund	198,498
Reallocation of RUBS and Prior Capital	185,000
Capital Reserve Fund	400,000
Total - Capital Expenditures and Operations Revenues	1,983,498
<u>School Revenues - State Aid</u>	
State Aid School	8,742,214
<u>Local Property Tax Revenues</u>	
Local Taxes (Tax Levy)	60,421,959
TOTAL - ANTICIPATED REVENUE	\$ 86,623,982

Town of Smithfield
GENERAL FUND & ENTERPRISE FUNDS

EXPENDITURES - SUMMARY BY DEPARTMENT
FISCAL YEAR 2024

	FY 2021	FY 2022	FY 2023	FY 2023	FY 2023-2024	FY 2023-2024	FY 2023-2024	FY 2023-2024
Department	Actual	Actual	Appropriation	Projected	Request	Town Manager's	B&FRB Budget	Town Council
1 Building Official	425,276	462,524	474,232	474,231	547,604	527,864	527,864	527,864
2 Treasurer-Tax Collector	679,703	696,562	687,220	697,910	709,153	703,795	703,795	703,795
3 Tax Assessor	277,631	269,559	295,861	297,081	305,283	303,678	303,678	303,678
4 Fire Department	9,817,241	10,540,669	9,918,404	10,484,660	10,853,794	10,673,941	11,390,241	11,390,241
5 East Smithfield Library	575,849	575,849	587,365	587,365	748,829	599,112	610,859	610,859
6 Greenville Library	878,159	895,722	913,637	913,637	1,013,815	931,850	931,850	941,850
7 Senior Center Department	399,319	453,389	480,227	483,197	511,293	504,795	504,795	504,795
8 East Smithfield Neighborhood Center	11,343	-	6,465	6,465	6,465	6,465	6,465	6,465
9 Planning and Economic Development	234,760	211,491	234,121	231,621	241,358	239,753	234,121	234,121
10 Police Department	9,652,893	9,828,057	9,897,338	9,897,338	10,352,117	9,256,187	9,256,187	9,556,187
11 Animal Control	224,007	228,265	227,576	227,576	259,678	259,677	259,677	259,677
12 Public Works	4,823,883	4,618,687	4,744,908	4,744,908	6,776,239	5,374,854	5,541,854	5,541,854
13 Parks and Recreation	718,548	769,552	886,734	887,154	970,481	964,956	964,956	1,011,321
14 Town Engineer	357,669	325,237	389,412	352,063	398,489	396,557	396,557	396,557
15 School Department	39,075,701	40,418,021	41,224,800	43,059,265	43,810,445	43,147,305	43,200,372	43,200,372
16 Town Clerk	391,426	322,391	420,619	420,619	430,100	416,342	416,342	416,342
17 Town Manager	399,810	443,575	478,284	492,838	517,306	496,567	505,385	505,385
18 Town Hall	132,210	148,730	171,536	170,736	175,346	171,536	171,536	171,536
19 Human Services	22	-	10,825	10,825	10,825	10,825	10,825	10,825
20 Emergency Management Agency	42,079	102,752	116,365	118,865	120,497	120,496	120,496	120,496
21 Legislative and Policy	661,409	563,524	568,049	550,534	577,819	570,819	570,819	570,819
22 Town-Aided Programs	59,550	60,350	61,350	61,350	63,850	63,850	63,850	63,850
23 Board of Assessment Review	-	135	250	250	250	250	250	250
24 Board of Canvassers	48,652	12,423	13,350	54,650	55,350	53,350	53,350	53,350
25 Conservation Commission	12,468	15,994	18,230	18,150	20,730	20,730	20,730	20,730
26 Economic Development Commission	1,375	1,530	2,750	2,750	2,750	2,750	2,750	2,750
27 Land Trust Commission	2,883	4,006	5,750	5,750	11,200	11,200	11,200	11,200
28 Planning Board	800	400	1,250	1,350	1,250	1,250	1,250	1,250
29 Soil Erosion Committee	500	250	875	450	875	875	875	875
30 Board of Affordable Housing	-	250	1,500	1,500	1,500	1,500	1,500	1,500
31 Zoning Board	8,355	4,925	8,500	8,500	8,500	8,500	8,500	8,500
32 Other Boards & Commissions	-	254	6,000	6,000	6,000	6,000	6,000	6,000
33 System-Wide Municipal Obligations	2,487,006	2,522,684	3,053,650	3,058,650	3,188,799	3,148,801	3,148,801	3,148,801
34 Municipal Debt Service	2,359,700	2,979,560	4,664,101	4,696,582	4,784,888	4,717,388	4,717,388	4,717,388
35 Municipal Capital Improvements	2,214,388	1,393,032	2,414,622	2,414,622	4,396,666	1,502,499	1,502,499	1,602,499
Total General Fund Expenditures	76,974,615	78,870,347	82,986,154	85,439,442	91,879,543	85,216,317	86,167,617	86,623,982
1 Smithfield Sewer Authority	3,452,730	3,604,381	4,086,891	2,957,646	4,279,711	4,279,711	4,079,711	4,079,711
2 Smithfield Water Supply Board	1,562,251	1,768,072	2,151,354	2,043,954	2,240,925	2,240,925	2,240,925	2,240,925
3 Smithfield Ice Rink	646,527	729,444	806,416	704,390	778,192	778,192	778,192	778,192
Total Enterprise Fund Expenditures	5,661,508	6,101,897	7,044,661	5,705,990	7,298,828	7,298,828	7,098,828	7,098,828
TOTAL EXPENDITURES	\$ 82,636,123	\$ 84,972,244	90,030,815	\$ 91,145,432	99,178,371	92,515,145	93,266,445	93,722,810

Town of Smithfield
GENERAL FUND
CAPITAL IMPROVEMENT PROJECTS
FISCAL YEAR 2024

FIRE DEPARTMENT

Protective Clothing	\$ 40,000	
Deputy Chief Vehicle Replacement	80,000	
New Fire Pumper - Engine 1 - Payment #1	120,000	
Fire Hose Replacement	10,000	
Replace 1 set of JAWS	45,000	
Ladder Truck Replacement - Payment #1	156,000	
Equipment for New Engine & New Ladder	40,000	
New Rescue 1, Final Payment	50,000	
<i>Total Fire Department</i>	541,000	\$ 541,000

POLICE DEPARTMENT

Replace 4 aging Police Vehicles, Payment (1 of 4)	\$ 60,000	
4 - 2022 Cruisers, Payment (2 of 4)	67,918	
5 - 2021 Cruisers, Payment (1 of 4)	43,581	
Taser Replacement, Payment (2 of 5)	12,000	
Computer upgrades for new CAD system	15,000	
<i>Total Police Department</i>	198,499	\$ 198,499

PARKS AND RECREATION DEPARTMENT

Truck Replacement Program, Payment (1 of 2)	\$ 38,250	
Parks & Rec Maintenance Facility	50,000	
Whipple Field Renovations	25,000	
<i>Total Parks Department</i>	113,250	\$ 113,250

PUBLIC WORKS DEPARTMENT

Lease Payment (3 of 4) Heavy Duty Fleet Vehicles	\$ 108,250	
Failed Roof replacement DPW Garage	125,000	
Equipment Replacement, Payment (1 of 4)	121,500	
<i>Total Public Works Department</i>	354,750	\$ 354,750

LEGISLATIVE AND POLICY

Mountaindale Road Culvert Design	\$ 60,000	
Spencer Street Drainage Bypass	85,000	
TarkIn Road Culvert Replacement	40,000	
School Capital Reserve	110,000	
Camp Sheppard Lease Payment (2 of 10)	100,000	
<i>Total Legislative and Policy</i>	395,000	\$ 395,000

PROPOSED CAPITAL IMPROVEMENT PROJECTS**\$ 1,602,499****LESS: REVENUE TOWARD PROJECTS**

Police Department Equipment Account	\$ 198,499	
Fire Department - Rescue Billing	541,000	
Capital Reserve Fund	400,000	
<i>Total Revenue/Grants Toward Projects</i>	1,139,499	\$ 1,139,499

TOTAL TAX LEVY UTILIZED FOR PROPOSED CAPITAL IMPROVEMENT PROJECTS
LESS REVENUE TOWARDS PROJECTS

\$ 463,000

Town of Smithfield
GENERAL FUND & ENTERPRISE FUNDS

OPERATING EXPENDITURES BY DEPARTMENT

FISCAL YEAR 2024

COMPARISON OF FY 2023 APPROPRIATED AND FY 2024 TOWN COUNCIL PROPOSED

Department	FY 2023 Appropriation	FY 2023 Projected	FY 2023-2024 Requested	FY 2023-2024 Town Manager's	FY 2023-2024 B&FRB Budget	FY 2023-2024 Town Council	Amount Change	Percentage Change
1 Building Official	474,232	474,231	547,604	527,864	527,864	527,864	53,632	11.31%
2 Treasurer-Tax Collector	687,220	697,910	709,153	703,795	703,795	703,795	16,575	2.41%
3 Tax Assessor	295,861	297,081	305,283	303,678	303,678	303,678	7,817	2.64%
4 Fire Department	9,918,404	10,484,660	10,853,794	10,673,941	11,390,241	11,390,241	1,471,837	14.84%
5 East Smithfield Library	587,365	587,365	748,829	599,112	610,859	610,859	23,494	4.00%
6 Greenville Library	913,637	913,637	1,013,815	931,850	931,850	941,850	28,213	3.09%
7 Senior Center Department	480,227	483,197	511,293	504,795	504,795	504,795	24,568	5.12%
8 East Smithfield Neighborhood Center	6,465	6,465	6,465	6,465	6,465	6,465	-	0.00%
9 Planning and Economic Development	234,121	231,621	241,358	239,753	234,121	234,121	0	0.00%
10 Police Department	9,897,338	9,897,338	10,352,117	9,256,187	9,256,187	9,556,187	(341,151)	-3.45%
11 Animal Control	227,576	227,576	259,678	259,677	259,677	259,677	32,101	14.11%
12 Public Works	4,744,908	4,744,908	6,776,239	5,374,854	5,541,854	5,541,854	796,946	16.80%
13 Parks and Recreation	886,734	887,154	970,481	964,956	964,956	1,011,321	124,587	14.05%
14 Town Engineer	389,412	352,063	398,489	396,557	396,557	396,557	7,145	1.83%
15 School Department	41,224,800	43,059,265	43,810,445	43,147,305	43,200,372	43,200,372	1,975,572	4.79%
16 Town Clerk	420,619	420,619	430,100	416,342	416,342	416,342	(4,277)	-1.02%
17 Town Manager	478,284	492,838	517,306	496,567	505,385	505,385	27,101	5.67%
18 Town Hall	171,536	170,736	175,346	171,536	171,536	171,536	-	0.00%
19 Human Services	10,825	10,825	10,825	10,825	10,825	10,825	0	0.00%
20 Emergency Management Agency	116,365	118,865	120,497	120,496	120,496	120,496	4,131	3.55%
21 Legislative and Policy	568,049	550,534	577,819	570,819	570,819	570,819	2,770	0.49%
22 Town-Aided Programs	61,350	61,350	63,850	63,850	63,850	63,850	2,500	4.07%
23 Board of Assessment Review	250	250	250	250	250	250	-	0.00%
23 Board of Canvassers	13,350	54,650	55,350	53,350	53,350	53,350	40,000	299.63%
23 Conservation Commission	18,230	18,150	20,730	20,730	20,730	20,730	2,500	13.71%
23 Economic Development Commission	2,750	2,750	2,750	2,750	2,750	2,750	-	0.00%
23 Land Trust Commission	5,750	5,750	11,200	11,200	11,200	11,200	5,450	94.78%
23 Planning Board	1,250	1,350	1,250	1,250	1,250	1,250	-	0.00%
29 Soil Erosion Committee	875	450	875	875	875	875	-	0.00%
30 Board of Affordable Housing	1,500	1,500	1,500	1,500	1,500	1,500	-	0.00%
31 Zoning Board	8,500	8,500	8,500	8,500	8,500	8,500	-	0.00%
32 Other Boards & Commissions	6,000	6,000	6,000	6,000	6,000	6,000	-	0.00%
33 System-Wide Municipal Obligations	3,053,650	3,058,650	3,188,799	3,148,801	3,148,801	3,148,801	95,151	3.12%
34 Municipal Debt Service	4,664,101	4,696,582	4,784,888	4,717,388	4,717,388	4,717,388	53,287	1.14%
35 Municipal Capital Improvements	2,414,622	2,414,622	4,396,666	1,502,499	1,502,499	1,602,499	(812,123)	-33.63%
Total General Fund Expenditures	82,986,154	85,439,442	91,879,543	85,216,317	86,167,617	86,623,982	3,637,828	4.38%
1 Smithfield Sewer Authority	4,086,891	2,957,646	4,279,711	4,279,711	4,079,711	4,079,711	(7,180)	-0.18%
2 Smithfield Water Supply Board	2,151,354	2,043,954	2,240,925	2,240,925	2,240,925	2,240,925	89,571	4.16%
3 Smithfield Ice Rink	806,416	704,390	778,192	778,192	778,192	778,192	(28,224)	-3.50%
Total Enterprise Fund Expenditures	7,044,661	5,705,990	7,298,828	7,298,828	7,098,828	7,098,828	54,167	0.77%
TOTAL EXPENDITURES	\$ 90,030,815	\$ 91,145,432	99,178,371	\$ 92,515,145	\$ 93,266,445	\$ 93,722,810	3,691,995	4.10%

Town of Smithfield
GENERAL FUND
BALANCE SHEET
FISCAL YEAR ENDED JUNE 30, 2022

ASSETS

Cash, Investments, and cash equivalents	\$ 22,899,429
Property taxes receivable	1,846,270
Due from other funds, entities and intergovernmental receivable	8,999,220
<i>TOTAL ASSETS</i>	<u><u>\$ 33,744,919</u></u>

LIABILITIES, DEFERRED INFLOW, AND FUND BALANCE

Liabilities:

Accounts payable and accrued expenses	\$ 2,149,045
Due to other funds and intergovernmental payable	16,575,779
Other Liabilities	584,179
<i>Total Liabilities</i>	<u><u>19,309,003</u></u>

Deferred Inflow of Resources:

Unavailable tax and fee revenue	681,516
---------------------------------	---------

Fund Balance:

Non-spendable	2,246,834
Committed	4,868,674
Unassigned	6,638,892
<i>Total Fund Balance</i>	<u><u>13,754,400</u></u>

***TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES,
AND FUND BALANCE***

\$ 33,744,919

Town of Smithfield
Summary of Debt Service to General Fund Expenditures

(Gross of Outside Revenue)

Budget	Fiscal 2024	%	Fiscal 2023	%	\$ Change	% Change
Municipal Budget	\$ 38,249,857	44.4%	\$ 37,097,254	44.7%	\$ 1,152,603	3.11%
Debt Service	<u>1,565,297</u>	<u>1.8%</u>	<u>1,668,976</u>	<u>2.0%</u>	<u>(103,679)</u>	<u>-6.21%</u>
Total Municipal	\$ 39,815,154	46.2%	\$ 38,766,230	46.7%	\$ 1,048,924	2.71%
School Budget	\$ 43,200,372	50.1%	\$ 41,224,800	49.7%	\$ 1,975,572	4.79%
Debt Service	<u>3,152,091</u>	<u>3.7%</u>	<u>2,995,125</u>	<u>3.6%</u>	<u>156,966</u>	<u>5.24%</u>
Total School	\$ 46,352,463	53.8%	\$ 44,219,925	53.3%	\$ 2,132,538	4.82%
Operating Budget	\$ 81,450,229	94.5%	\$ 78,322,054	94.4%	\$ 3,128,175	3.99%
Debt Service	<u>4,717,388</u>	<u>5.5%</u>	<u>4,664,101</u>	<u>5.6%</u>	<u>53,287</u>	<u>1.14%</u>
Total Budget	\$ 86,167,617	100.0%	\$ 82,986,155	100.0%	\$ 3,181,462	3.83%

**Town of Smithfield
Charter Amendment Balances
Fiscal Year 2024**

Unassigned Fund Balance June 30, 2022 \$ 6,638,892

	<u>Land Trust</u>	<u>Capital Reserve Fund</u>
Fund Balance as of June 30, 2022	\$ 214,310	\$ 1,141,153
Fiscal Year '23 Designated Contributions	-	(400,000)
Fund Balance Available	<u>214,310</u>	<u>741,153</u>
Fiscal Year 2023 Expenditures	<u>-</u>	<u>-</u>
Estimated Cash Balance June 30, 2023	\$ 214,310	\$ 741,153
Fiscal Year Proposed 2024 Expenditures	<u>-</u>	<u>(400,000)</u>
Estimated Fund Balance June 30, 2024	<u><u>\$ 214,310</u></u>	<u><u>\$ 341,153</u></u>

Municipal Debt Service

7/1/2023 - 6/30/2024

	Payment Date	Principal	Interest	Total
Town				
\$4.520 GO 5/12 (Refunded 97 & 03)	10/15/2023	\$ 250,000	2.05% 2,563	\$ 252,563
				252,563
\$4.355 GO 11/20 (Refunded 11A & 12B)	7/15/2023	575,000	0.929% 19,214	19,214
	1/15/2024		0.929% 19,214	594,214
				613,428
\$2.050 GO 11/20 (Refunded 2011A)	7/15/2023	205,000	5.00% 39,850	39,850
	1/15/2024		5.00% 39,850	244,850
				284,700
\$4.375 GO 12/15	11/15/2023	300,000	5.00% 80,063	80,063
	5/15/2024		5.00% 80,063	380,063
				460,126
\$6.075 GO 9/16	9/1/2023	305,000	4.00% 57,853	362,853
	3/1/2024		4.00% 51,753	51,753
				414,606
\$35.985 GO 9/21	11/15/2023	1,210,000	5.00% 656,250	656,250
	5/15/2023		5.00% 656,250	1,866,250
				2,522,500
\$6.618 RIIB 12/22	9/1/2023		2.09% 84,733	84,733
	3/1/2024		2.09% 84,733	84,733
				169,465
Total Town Debt Service		\$ 2,845,000	\$ 1,872,388	\$ 4,717,388
Sewer *				
\$560K RI Clean Water Finance Bonds	9/1/2023	38,275	1.01% 582	38,857
	3/1/2024		1.01% 293	293
				39,150
\$4.0 RI Clean Water Finance Bonds	9/1/2023	186,931	2.11% 31,387	218,318
	3/1/2024		2.11% 28,947	28,947
				247,265
\$3.37 RI Clean Water Finance Bonds	9/1/2023	168,450	1.82% 26,160	194,610
	3/1/2024		1.82% 24,206	24,206
				218,816
Total Sewer Debt Service		\$ 393,656	\$ 111,575	\$ 505,231
* Sewer Bonds are budgeted in Sewer Fund				
Water *				
\$3.0 RI Infrastructure Bank	9/1/2023	105,925	2.12% 30,826	136,751
	3/1/2024		2.12% 40,467	40,467
				177,218
Total Water Debt Service		\$ 105,925	\$ 71,293	\$ 177,218



memorandum

DATE: June 20, 2023

TO: Smithfield Town Council

FROM: Christopher Celeste, Tax Assessor

RE: Public Hearing on the Application for Tax Stabilization Agreement (“TSA”) for Bay Crane Northeast, LLC (“Bay Crane”)

Bay Crane has requested a Tax Stabilization Agreement (the “Agreement”) with the Town of Smithfield in accordance with Article VI of Chapter 321 of the Town Code of Ordinances, as amended (“Article VI”). The details of the Agreement include that Bay Crane:

- Brought more than twenty-four million dollars (\$24,000,000) worth of additional equipment to the Smithfield facility in the form of fifteen (15) cranes and two (2) forklifts.
- Increased their employee roster by thirty (30) employees, bringing their total employee count from sixty-six (66) at the end of calendar year 2021 to ninety-six (96) at the end of calendar year 2022.
- Submitted the required application, which includes the backup for the aforementioned equipment and employee increases, as well as a letter of good standing from the Secretary of State.
- All outstanding taxes and fees are paid, as required by Article VI.

Bay Crane acquired this large amount of new equipment for the Smithfield facility based on the expectation of a tax stabilization agreement to phase in the tax burden over time. This Agreement is beneficial to both the Town and Bay Crane as it incentivizes Bay Crane to maintain operations in Town and requires minimum payments to the Town for five (5) years totaling \$3,175,530. It also stipulates that Bay Crane will provide free crane usage to the Town during the term of the Agreement, as well as giving preference to Smithfield residents for any future hiring.

The Agreement sets a minimum tax payment for each year during the term of the Agreement. If Bay Crane removes equipment, the payment will remain at the minimum per the table in Exhibit A of the Agreement. If Bay Crane were to acquire new equipment with a net increase in assessed value, the payment will be based on the new, higher assessment at the TSA rate percentage from the Exhibit A table. For example, on year three, the base tax is \$682,506. The tax amount can NOT be lower than this amount for that year. If they were to increase their assets, the tax would be calculated as the total depreciated assessment times the then tax rate and times 55%, which is

the TSA rate for that year. In this case, the tax amount would be greater than the \$682,506 minimum base tax for year three.

To further illustrate the benefits of the Agreement, the table below details the tax amounts per the proposed Agreement, along with the actual tax amounts paid by Bay Crane for the prior three years.

Fiscal Year	Depreciated Assessment	Assessment (% Chg)	Tax Payment	Tax Payment (% Chg)
2021 actual	\$1,844,050		\$110,164	
2022 actual	1,647,780	-11%	98,438	-11%
2023 actual	1,605,830	-3%	95,932	-3%
2024 proposed	24,749,790	1441%	369,638	285%
2025 proposed	23,359,460	-6%	558,198	51%
2026 proposed	20,772,030	-11%	682,507	22%
2027 proposed	18,261,610	-12%	763,664	12%
2028 proposed	15,784,540	-14%	801,523	5%

The proposed payments per the Agreement increase significantly over prior years, even while being discounted. The Agreement guarantees a total of \$3,175,530 in tax revenue over the five-year term, which is an average of \$635,106 per year. Without the Agreement in place, these anticipated tax payments would not be guaranteed, as personal property can easily be sold or moved to another location outside the Town. Therefore, the Agreement will stabilize the payments so the Town can utilize the additional property investment values and the minimum tax revenue while providing Bay Crane some tax relief which can be used to expand their facility and presence in the Town of Smithfield.

The application has been approved by all required administrative personnel of the Town. On May 16, 2023, the Town Council referred said application to the Budget and Financial Review Board (the “BRFB”) in accordance with Article VI. On June 8, 2023, the BRFB voted for a positive advisory recommendation to the Town Council to approve the Bay Crane Tax Stabilization Agreement.

A question and answer sheet is attached, along with a copy of Article VI, Bay Crane’s application packet, and the proposed Agreement.

It is our request that the Town Council schedule a public hearing on July 11, 2023 to consider the application for Tax Stabilization Agreement with Bay Crane.

MOTION:

That the Smithfield Town Council hereby schedules a public hearing on July 11, 2023 to consider the application for Tax Stabilization Agreement with Bay Crane.

(Attachments)

Questions and Responses

What type of company is Bay Crane and what is a summary of their business?

Bay Crane is a crane rental and specialized transportation company. They provide a range of services related to heavy lifting, rigging, and transportation of oversized equipment and machinery. With their fleet of cranes and other specialized equipment, Bay Crane caters to various industries, including construction, energy, infrastructure, and industrial projects. Their services are often utilized for tasks such as erecting and dismantling structures, moving heavy machinery, and supporting large-scale construction projects. Bay Crane focuses on delivering efficient and reliable solutions to meet their clients' lifting and transportation needs.

Why is this Agreement important to Bay Crane?

To stabilize their tax payments to the Town with their decision to significantly increase investment in personal property being transferred and located in Smithfield. As of December 31, 2022, Bay Crane has increased the personal property value by 1400%.

If the agreement is not approved, won't the Town gain additional tax revenue?

If this Agreement is not approved, the Town will tax Bay Crane's personal property at the current tax rate for \$24M of assessed value. This situation will result in a larger tax liability for Bay Crane, but due to the statutory levy cap, this will not increase revenue, but will decrease tax rates for real property. However, while Bay Crane will be responsible for the increased tax payments for FY2024, they may choose to relocate some or all the current equipment to another corporate location. Both their Massachusetts and Connecticut locations have personal property tax rates significantly less than Smithfield. This decision would reduce the Town's assessment which would result in a significant alteration of the Town's tangible levy value and subsequent increased tax rates and payments for both commercial and residential property.

What happens if Bay Crane reduces their personal property value from \$24 million while under the Agreement?

The Agreement requires that the Company will be responsible for a minimum tax payment per the table in Exhibit A, which over the five-year term of the Agreement is equal to \$3,175,530. Therefore, the tax payments to the Town will not be reduced any lower than the minimum payments as outlined in the Agreement. Alternatively, if Bay Crane were to increase the net assessment of their equipment in Town, the tax payment will be increased accordingly.

If the Agreement is approved and Bay Crane either closes or transfers their operation to another location, how will this affect Town's financial status?

The Agreement includes language regarding maintaining operations in Town. If Bay Crane were to cease operations or relocate outside of Town, they would be responsible to pay back any tax relief they received thus far into the term. These amounts are included in Exhibit A of the Agreement.

Is Bay Crane a reputable and stable company? What is the current relationship with the Town?

Bay Crane has been operating in Town since 2013 and have remained in good standing. Bay Crane has previously assisted the Town by installing lights at Whipple field, the football field and the Pleasant View Basketball Court. They also provided and delivered conex boxes to multiple Town facilities.

ARTICLE VI

**Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property
[Adopted 3-15-2022 by Ord. No. 2022-04]**

§ 321-17. Purpose.

This article is adopted pursuant to the authority in R.I. Gen. Laws § 44-3-9.11 for the purpose of establishing requirements and procedures by which the Town Council may enter into agreements with property owners to exempt or stabilize taxes on real or personal property used for manufacturing or commercial purposes, in order to encourage economic development, expansion, redevelopment and/or rehabilitation of existing manufacturing, industrial and commercial buildings as well as the new development of manufacturing, industrial and commercial buildings or structures on appropriately zoned land.

§ 321-18. Definitions.

As used in this article, the following words or phrases shall have the following meaning:

COMMERCIAL PROPERTY — Any structure or facility, or other real or personal property, used primarily for offices or commercial enterprises.

MANUFACTURING PROPERTY — Any structure or facility, or other real or personal property, used in the process of working raw materials into wares suitable for use or that gives new shapes, new quality or new combinations to matter that already has gone through some artificial process by the use of machinery, tools, appliances, and other similar equipment, and any structure or facility used for distribution, warehousing, or storage of goods.

§ 321-19. Authority.

Upon application, and after advertisement and public hearing, the Town Council may enter into an agreement with the owner of commercial or manufacturing property located in the Town, or proposed to be located in the Town, to exempt from payment of municipal property tax, in whole or part, or to determine a stabilized amount of taxes on, commercial or manufacturing property for a period not to exceed 10 years, subject to the requirements of this article.

§ 321-20. Application procedure for stabilization.

The application procedure shall proceed as follows:

- A. Owners of commercial or manufacturing property eligible to apply for tax exemption or stabilization under this article shall file an application for tax relief with the Town Clerk, on a form provided for that purpose and which shall include:
 - (1) The nature of the building, alterations and/or improvements to be made;
 - (2) The nature and extent of any proposed job creation; and
 - (3) A certification by the applicant that the application meets the eligibility requirements of this article.
- B. The application shall be submitted to the Town Council at its next regularly scheduled meeting. The Town Council shall then refer said application to the Budget and Financial Review Board for an advisory recommendation. The Budget and Financial Review Board shall review and provide

recommendation to the Town Council within 30 days of receipt of the application from the Town Council. Upon receipt of the recommendation of the Budget and Financial Review Board, the Town Council shall vote to advertise the application 14 days before the date of the scheduled public hearing. The advertisement shall state that the application has been received, the name and address of the applicant, the date, time and location of the public hearing, and that a copy of the application may be reviewed at the Town Clerk's office during regular business hours.

§ 321-21. Findings required.

The Town Council may enter into an agreement to exempt property from taxation in whole or part, or to stabilize taxes on property, only if it finds that:

- A. Granting of the exemption or stabilization will inure to the benefit of the Town by reason of:
 - (1) The willingness of the manufacturer or commercial firm or concern to locate in the Town; or
 - (2) The willingness of a manufacturing or commercial firm or concern to expand facilities with an increase in employment.
- B. Granting of the exemption or stabilization of taxes will inure to the benefit of the Town by reason of the willingness of a manufacturing or commercial firm or concern to replace, reconstruct, expand, or remodel existing buildings, facilities, fixtures, machinery, or equipment with modern buildings, facilities, fixtures, machinery, or equipment, resulting in an increase in plant or commercial building investment by the firm or concern in the Town of not less than \$2,000,000 in real property and/or tangible improvements, excluding the purchase price of any real property.

§ 321-22. Effect of agreement.

Except as provided in § 321-23, property for which taxes have been exempted in whole or part or stabilized pursuant to this article shall not, during the period for which taxes have been exempted or stabilized, be further liable to taxation by the Town so long as the property is used for the manufacturing or commercial purpose for which the exemption or stabilization was granted. Additionally:

- A. Any applicant for tax agreement pursuant to this article must be current on all tax, user fees and any other payments owed to the Town and otherwise be in good standing to operate as a business in the State of Rhode Island at the time the application for a tax agreement is filed with the Town Clerk.
- B. Any agreement made under the provisions of this article shall be considered null and void, and of no further force and effect, and shall cause any and all taxes exempted under the agreement to become immediately due and payable, due to:
 - (1) A change in use, such that the property is no longer used solely for the manufacturing or commercial purpose for which the exemption or stabilization was granted;
 - (2) Nonpayment or late payment of taxes due under this article if such nonpayment or late payment is not cured within 60 days of any such delinquency; provided however, that the taxpayer may petition the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any nonpayment or late payment. In addition, all authority granted to the Town in the General Laws to sell property at tax sale shall remain in full force and effect during the period of any tax agreement;
 - (3) Nonpayment or late payment of any municipal fees if such nonpayment or late payment is not cured within 60 days of any such delinquency; provided however, that the taxpayer may petition

the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any nonpayment or late payment; or

(4) Violations of any local building code and/or zoning ordinance during or after construction and/or relocation that is not cured within 60 days of notice of violation; provided however, that the taxpayer may petition the Town Council to maintain the tax agreement one time during the term of the agreement as a result of any local violations.

C. The benefits of a tax agreement obtained pursuant to this article, upon Town Council approval, shall be transferable to property owners and tenants, as long as the property is used solely for the manufacturing or commercial purpose for which the agreement was granted; however, the duration of the agreement period shall not be extended.

D. A business receiving tax relief under this section that replaces or adds employees working at the property which is subject to an agreement, agrees that among applicants it deems, in its sole discretion, to be equally qualified, it will give hiring preference to residents of the Town of Smithfield.

§ 321-23. Extent of exemption or stabilization.

Notwithstanding any vote of, or findings by the Town Council, the property shall be assessed for and shall pay that portion of the tax, if any, assessed by the Town for the purpose of paying the indebtedness of the Town and the indebtedness of the state or any political subdivision to the extent assessed upon or apportioned to the Town, and the interest thereon, and for appropriation to any sinking fund of the Town, which portion of the tax shall be paid in full, and the taxes so assessed and collected shall be kept in a separate account and used only for that purpose.

§ 321-24. Effective date of agreement.

Construction shall be complete and the business shall be fully operational as of December 31 to qualify for relief on the subsequent tax bill. Application is due to the Assessor no later than January 31 following the December 31 on which the business begins operation and the agreement has been approved by the Town Council. An agreement for exemption or stabilization of taxes made pursuant to this article shall take effect on the first tax bill following the approval of the application.

§ 321-25. Annual certification.

The Tax Assessor shall on annual basis perform a review of all existing tax stabilization agreements to ensure compliance with the terms and conditions of the agreement as well as the provisions of this article and file an annual report with the Town Council regarding the same.

§ 321-26. Severability.

If any one section of this article is found to be unenforceable, then the other provisions herein shall continue to have the same force and effect as if the unenforceable provision were not passed as part of this article.



TOWN OF SMITHFIELD, RHODE ISLAND APPLICATION FOR TAX STABILIZATION

Note: This application for tax stabilization is subject to review as described under the requirements of Article VI in Chapter 321 of the Smithfield Code of Ordinances, as amended.

File with the Town Clerk, Town Hall, 64 Farnum Pike, Smithfield, RI 02917

- Applicant Name Bay Crane Northeast, LLC Applicant Address 115 Lydia Ann Rd.
City Smithfield State RI Zip 02917 Tel. 401-349-2755 email joan@baycrane.com
- Owner Name Kenneth Bernardo Owner Address 1102 43rd Ave.
City Long Island City State NY Zip 11101 Tel. 718-392-0800 email _____
- Address of Property 115 Lydia Ann Rd. Map, Lot, Parcel(s) of Property AP 45, LOT 26
- Attach a detailed description of any proposed renovations or expansion of the existing facility, roster of employees and positions to be added to the existing workforce and identify and list any new equipment to be added to the facility along with the value of the equipment. attached
- Status of any Planning Board or Zoning Board approvals N/A
- Attach Certificate of Good Standing from the Secretary of State. attached
- Applicant's Signature and Certification

I hereby certify that the application meets the eligibility requirements of Article VI in Chapter 321 of the Smithfield Code of Ordinances.

Applicant Signature [Signature] Date 4-19-23
 State of Rhode Island County of Providence
 Signed before me on 4/19/23 (date) by Joshua Wilbur (name(s) of individual(s)).
 Signature of Notary Public David M. Rodriguez Notary ID 768986 My Commission Expires 6/29/26
Notary Public 678888
My Commission Expires 06/29/26

The information below is to be filled out by town staff only

I. CERTIFICATION OF CURRENT TAXES AND FEES

All taxes and fees are current [Signature] Date 4/24/23
 Tax Collector
 Outstanding taxes and/or fees are as follows 4th Quarter Due June 30th \$24,719.42

II. PRE APPLICATION PROPERTY VALUE

Pre application values: Land N/A Building N/A Personal Property \$1,605,830
 I certify that the above pre application value is accurate and reflects the true value of the property based upon currently accepted assessment practices in the Town of Smithfield.
 Town Assessor [Signature] Date 4-24-23

III. TAXABLE VALUE DETERMINATION

Estimated value of the proposed real property improvements N/A
 Estimated value of the proposed additional personal property \$24,749,820

I hereby certify that the above estimated taxable value, as it relates to the proposed improvements, is accurate, and that the applicant meets the eligibility requirements of Article VI in Chapter 321 of the Smithfield Code of Ordinances.

Application eligible to proceed under this program [Signature] Date 4-24-23
 Town Assessor

Application ineligible to proceed, for the following reason(s) _____

Bay Crane Northeast, LLC
New assets as of 12-31-2022

Make	Model	Description	Value
Magni	RTH8.25	8.5 Ton Forklift	\$ 290,000.00
Magni	RTH8.25	8.5 Ton Forklift	398,437.50
Liebherr	LTC1050	50 Ton Hydraulic Crane	711,450.00
Liebherr	LTM1055	65 Ton Hydraulic Crane	348,850.00
Liebherr	LTM1055	65 Ton Hydraulic Crane	727,500.00
Liebherr	LTM1090 - 4.2	110 Ton Hydraulic Crane	765,169.00
Liebherr	LTM1090 - 4.2	110 Ton Hydraulic Crane	1,075,860.00
Liebherr	LTM1110	125 Ton Hydraulic Crane	1,215,620.50
Liebherr	LTM1110	125 Ton Hydraulic Crane	1,215,850.00
Liebherr	LTM1160	180 Ton Hydraulic Crane	1,522,050.00
Liebherr	LTM1160	180 Ton Hydraulic Crane	1,520,980.00
Liebherr	LTM1230	275 Ton Hydraulic Crane	1,702,485.00
Liebherr	LTM1250	300 Ton Hydraulic Crane	1,780,590.00
Liebherr	LTM1250	300 Ton Hydraulic Crane	1,760,000.00
Liebherr	LTM1300	350 Ton Hydraulic Crane	1,610,000.00
Liebherr	LTM1450	550 Ton Hydraulic Crane	2,610,000.00
Liebherr	LTM1650	770 Ton Hydraulic Crane	5,190,412.50
TOTAL ADDITIONAL ASSETS			\$ 24,445,254.50

Bay Crane Northeast, LLC
Employee Roster as of 12-31-2021

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2WP	Glennon, Michael P	2WP000445	06/14/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Marinosci, Rudolph A	2WP000232	11/15/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	McQuown, John E	2WP000234	07/08/2019	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Misuta, Jacob A	2WP000525	11/01/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Norton, Patrick R	2WP000238	12/21/2017	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Palmer, Duncan G	2WP000420	04/26/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Thornhill, Michael M	2WP000249	07/17/2018	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Adamczyk, Ariel D	2X0000199	10/21/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Bellavance, Adam R	2X0000449	06/21/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Blais, Alexandra C	2X0000338	02/13/2012	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Breen, Robert M	2X0000200	12/07/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Buebendorf, Ryan W	2X0000201	06/27/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Burke, Brian	2X0000415	04/16/2021	Yes	000400-Sales	S-Salary	USD
2X0	Chaves, James A	2X0000203	06/28/2010	Yes	000400-Sales	H-Hourly	USD
2X0	Conway, William E	2X0000204	09/22/2017	Yes	000350-Field - OE	H-Hourly	USD
2X0	Coulombe, Zachary A	2X0000205	10/12/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Criasia, Matthew G	2X0000206	07/20/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000208	01/06/2017	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000207	09/21/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delucia, Alex J	2X0000344	12/30/2019	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Dempsey, Andrew T	2X0000345	08/07/2017	Yes	000400-Sales	S-Salary	USD
2X0	Dempsey, Tyler S	2X0000209	07/14/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Denis, Christopher	2X0000210	06/20/2011	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dexter, Kiel G	2X0000211	08/03/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Diko, Matthew W	2X0000212	09/23/2013	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dufficy, Mark D	2X0000213	02/15/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Fish, Michael H	2X0000214	04/04/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Flaherty, Sean F	2X0000215	12/13/2016	Yes	000350-Field - OE	H-Hourly	USD
2X0	Garriepy, Joseph P	2X0000216	06/28/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Giguere, Alexander	2X0000552	12/28/2021	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Golden, James	2X0000511	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Gordon, Bradley	2X0000406	04/05/2021	Yes	000400-Sales	S-Salary	USD
2X0	Hanson, Todd A	2X0000217	09/19/2011	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Hassett., Mark J	2X0000218	11/23/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Healy, Brendan	2X0000503	09/22/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Ireland, Frank B	2X0000221	09/23/2011	Yes	000400-Sales	H-Hourly	USD
2X0	Ireland, Shawn M	2X0000222	11/02/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Jandruie, Matthew D	2X0000223	08/13/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Johnson, Aaron P	2X0000224	06/25/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Kreidler., Joseph A	2X0000225	06/29/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lacourse, Keith P	2X0000388	02/19/2021	Yes	000390-Field - Shop	S-Salary	USD
2X0	Latterell, Clinton R	2X0000226	02/15/2019	Yes	000360-Field - Riggers	H-Hourly	USD
2X0	Lopes, Ryan S	2X0000230	07/20/2020	Yes	000390-Field - Shop	H-Hourly	USD
2X0	McSweeney, Dennis R	2X0000235	10/15/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Meehan, Kevin	2X0000462	07/16/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Millette, Sean J	2X0000236	06/25/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Mitchell, Joan	2X0000369	07/12/2010	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Mullis III, Paul John	2X0000441	06/07/2021	Yes	000350-Field - OE	H-Hourly	USD

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2X0	Murphy, William J	2X0000497	09/09/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Nasuti, Noah T	2X0000370	12/16/2019	Yes	000310-Operations - Administrative	H-Hourly	USD
2X0	O'Neill, Jason R	2X0000239	06/23/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	O'Neill, John J	2X0000240	06/23/2010	Yes	000340-Field - Management	H-Hourly	USD
2X0	O'Neill, Patrick T	2X0000241	10/04/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Palardy, Timothy D	2X0000371	09/28/2015	Yes	000400-Sales	S-Salary	USD
2X0	Peloquin, David A	2X0000372	08/03/2015	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Poirier, Joseph A	2X0000244	01/11/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Primmer, Joshua E	2X0000375	01/05/2015	Yes	000330-Operations - Engineering	S-Salary	USD
2X0	Rao, Spencer A	2X0000245	03/12/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Sousa, Daniel J	2X0000246	05/08/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Spencer, William E	2X0000247	04/06/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Sullivan, Kimberly M	2X0000381	07/13/2020	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Tetreault, Wayne F	2X0000248	05/17/2012	Yes	000350-Field - OE	H-Hourly	USD
2X0	Thibault, Gregory	2X0000510	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Whitfield, Thomas J	2X0000251	08/23/2010	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Wilbur, Joshua R	2X0000386	06/21/2010	Yes	000320-Operations - Management	S-Salary	USD
2X0	Wilbur, Milton	2X0000253	06/22/2010	Yes	000390-Field - Shop	H-Hourly	USD
Report Totals:	Count Of Employees In Report:66						

Bay Crane Northeast, LLC
Employee Roster as of 12-31-2022

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2WP	Glennon, Michael P	2WP000445	06/14/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Marinosci, Ronald J	2WP000231	08/05/2012	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Marinosci, Rudolph A	2WP000232	11/15/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	McQuown, John E	2WP000234	07/08/2019	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Misuta, Jacob A	2WP000525	11/01/2021	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Norton, Patrick R	2WP000238	12/21/2017	Yes	000370-Field - Drivers	H-Hourly	USD
2WP	Thornhill, Michael M	2WP000249	07/17/2018	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Adamczyk, Ariel D	2X0000199	10/21/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Bellavance, Adam R	2X0000449	06/21/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Blais, Alexandra C	2X0000338	02/13/2012	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Breen, Robert M	2X0000200	12/07/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Buebendorf, Ryan W	2X0000201	06/27/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Caron, Jonathan Micheal	2X0000775	12/28/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Cefail, Steven	2X0000652	06/18/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Chaves, James A	2X0000203	06/28/2010	Yes	000400-Sales	H-Hourly	USD
2X0	Clarke, Christopher	2X0000630	06/01/2022	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Colucci, Ryan	2X0000742	10/24/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Conway, William E	2X0000204	09/22/2017	Yes	000350-Field - OE	H-Hourly	USD
2X0	Coulombe, Zachary A	2X0000205	10/12/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Criasia, Matthew G	2X0000206	07/20/2020	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Davis, Harrison	2X0000594	04/05/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000208	01/06/2017	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delfarno, Thomas D	2X0000207	09/21/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Delucia, Alex J	2X0000344	12/30/2019	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Dempsey, Andrew T	2X0000345	08/07/2017	Yes	000400-Sales	S-Salary	USD
2X0	Dempsey, Tyler S	2X0000209	07/14/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Denis, Christopher	2X0000210	06/20/2011	Yes	000350-Field - OE	H-Hourly	USD
2X0	Diko, Matthew W	2X0000212	09/23/2013	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dube, Eric W	2X0000621	05/10/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Ducharme Jr., Ronnie Alfred	2X0000744	10/26/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Dufficy, Mark D	2X0000213	02/15/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Fehirov, Dimitrije	2X0000580	03/01/2022	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Fish, Michael H	2X0000214	04/04/2014	Yes	000350-Field - OE	H-Hourly	USD
2X0	Flaherty, Sean F	2X0000215	12/13/2016	Yes	000350-Field - OE	H-Hourly	USD
2X0	Garriepy, Joseph P	2X0000216	06/28/2010	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Giguere, Alexander	2X0000552	12/28/2021	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Golden, James	2X0000511	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Gordon, Bradley	2X0000406	04/05/2021	Yes	000400-Sales	S-Salary	USD
2X0	Haen, Doug T	2X0000682	08/12/2022	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Hanson, Todd A	2X0000217	09/19/2011	Yes	000370-Field - Drivers	H-Hourly	USD
2X0	Hassett., Mark J	2X0000218	11/23/2020	Yes	000350-Field - OE	H-Hourly	USD
2X0	Haynes, Paul J	2X0000219	06/12/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Healy, Brendan	2X0000503	09/22/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Henriquez Escobar, Edwin Abel	2X0000553	01/05/2022	Yes	000360-Field - Riggers	H-Hourly	USD
2X0	Howard, Robert	2X0000694	09/06/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Hughes, Aleksandr Zhenya	2X0000610	05/09/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Ireland, Frank B	2X0000221	09/23/2011	Yes	000400-Sales	H-Hourly	USD
2X0	Ireland, Shawn M	2X0000222	11/02/2020	Yes	000350-Field - OE	H-Hourly	USD

COMPANY CODE	NAME	POSITION ID	HIRE DATE	PRIMARY POSITION	HOME DEPARTMENT	RATE TYPE	CURRENCY
2X0	Jandruie, Matthew D	2X0000223	08/13/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Jean, Manuel	2X0000566	01/24/2022	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Johnson, Aaron P	2X0000224	06/25/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Kreidler., Joseph A	2X0000225	06/29/2015	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lacourse, Keith P	2X0000388	02/19/2021	Yes	000390-Field - Shop	S-Salary	USD
2X0	Latterell, Clinton R	2X0000226	02/15/2019	Yes	000360-Field - Riggers	H-Hourly	USD
2X0	Latterell, Earl J	2X0000364	07/16/2018	Yes	000400-Sales	H-Hourly	USD
2X0	Lawrence, Steven D	2X0000228	06/23/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lockhart, George F	2X0000493	09/09/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Lopes, Ryan S	2X0000230	07/20/2020	Yes	000390-Field - Shop	H-Hourly	USD
2X0	McCoin, Brian	2X0000564	01/20/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	McDevitt, Shane	2X0000655	06/21/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	McSweeney, Dennis R	2X0000235	10/15/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Medeiros, Marc John	2X0000609	04/27/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Millette, Sean J	2X0000236	06/25/2019	Yes	000350-Field - OE	H-Hourly	USD
2X0	Mitchell, Joan	2X0000369	07/12/2010	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Morse, Adam	2X0000577	02/28/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Mullis III, Paul John	2X0000441	06/07/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Murphy, William J	2X0000497	09/09/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Nasuti, Noah T	2X0000370	12/16/2019	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Nordby, Kristopher	2X0000763	12/08/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	O'Neill, Jason R	2X0000239	06/23/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	O'Neill, John J	2X0000240	06/23/2010	Yes	000340-Field - Management	H-Hourly	USD
2X0	O'Neill, Patrick T	2X0000241	10/04/2010	Yes	000350-Field - OE	H-Hourly	USD
2X0	Palardy, Timothy D	2X0000371	09/28/2015	Yes	000400-Sales	S-Salary	USD
2X0	Parrelli, Robert W	2X0000242	04/09/2012	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Peloquin, David A	2X0000372	08/03/2015	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Peloquin, Kyle	2X0000939	11/28/2022	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Perry, Sean	2X0000573	02/23/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Poirier, Joseph A	2X0000244	01/11/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Primmer, Joshua E	2X0000375	01/05/2015	Yes	000330-Operations - Engineering	S-Salary	USD
2X0	Rao, Spencer A	2X0000245	03/12/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Rodrigues, David M	2X0000758	12/05/2022	Yes	000400-Sales	S-Salary	USD
2X0	Siniscalchi, Jared	2X0000663	07/06/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Skalubinski, Neil	2X0000768	12/15/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Sousa, Daniel J	2X0000246	05/08/2018	Yes	000350-Field - OE	H-Hourly	USD
2X0	Spencer, William E	2X0000247	04/06/2015	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Sullivan, Kimberly M	2X0000381	07/13/2020	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Techiera, Alan David	2X0000772	12/21/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Tetreault, Wayne F	2X0000248	05/17/2012	Yes	000350-Field - OE	H-Hourly	USD
2X0	Thibault, Gregory	2X0000510	10/05/2021	Yes	000350-Field - OE	H-Hourly	USD
2X0	Vieira, Ariana	2X0000572	02/09/2022	Yes	000350-Field - OE	H-Hourly	USD
2X0	Whitfield, Thomas J	2X0000251	08/23/2010	Yes	000380-Field - Mechanics	H-Hourly	USD
2X0	Wilbur, Ian E	2X0000252	06/18/2018	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Wilbur, Joshua R	2X0000386	06/21/2010	Yes	000320-Operations - Management	S-Salary	USD
2X0	Wilbur, Leah C.	2X0000624	05/13/2022	Yes	000310-Operations - Administrative	S-Salary	USD
2X0	Wilbur, Milton	2X0000253	06/22/2010	Yes	000390-Field - Shop	H-Hourly	USD
2X0	Wilmot, Andre	2X0000739	10/20/2022	Yes	000350-Field - OE	H-Hourly	USD

Report Totals: Count Of Employees In Report:96



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

CERTIFICATE OF GOOD STANDING

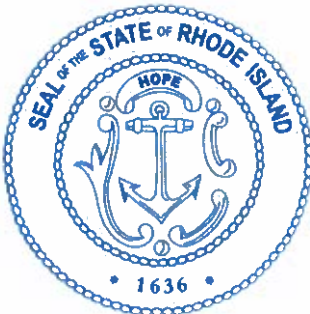
I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

Bay Crane Northeast LLC

is a Rhode Island Limited Liability Company organized on **August 11, 2010.**

I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.



SIGNED and SEALED on
September 30, 2022

Secretary of State

Certificate Number: 22090144680

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

TAX STABILIZATION AGREEMENT

This Tax Stabilization Agreement (the "Agreement") is made and entered into a of the ____ day of _____, 2023 by and between the Town of Smithfield, a Rhode Island municipal corporation (the "Town") and Bay Crane Northeast, LLC, a Rhode Island Limited Liability Company ("Bay Crane"). The Town and Bay Crane are referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Smithfield Town Council, pursuant to Chapter 321, Article VI of the Smithfield Code of Ordinances, as amended ("Article VI"), has the authority to determine a stabilized amount of taxes to be paid on account of tangible personal property in the town of Smithfield used for commercial purposes if the property owner meets certain conditions set forth in Article VI; and

WHEREAS, it is in the public interest to provide property tax incentives for owners of qualifying properties meeting the criteria of Article VI in order that there may be development or redevelopment of properties for industrial, manufacturing and commercial uses; and

WHEREAS, Bay Crane is a local Smithfield business, which has been located and operating in Smithfield since 2014; and

WHEREAS, Bay Crane wishes to increase its personal property assets in Smithfield by more than two million dollars (\$2,000,000.00), the minimum requirement in accordance with Article VI; and

WHEREAS, Bay Crane has filed the required application per Article VI, which has been approved by all required administrative personnel of the Town; and

WHEREAS, The Town has held or will hold a public hearing concerning the request for tax stabilization; and

WHEREAS, the Town, through its Town Council, has found and determined pursuant to Section 321.21 of the Town of Smithfield Ordinances that:

1. This Agreement is in the public interest; and
2. The tax benefits provided for by the Agreement are fair and equitable and acceptable to the Town and Bay Crane;

NOW THEREFORE, in consideration of the mutual agreements, understandings and obligations set forth herein, the Town and Bay Crane agree as follows:

1. During the term of this agreement, Bay Crane will continue to conduct business operations from a facility located within Smithfield.
2. During the term of this Agreement, whenever Bay Crane replaces or adds employees working at its Smithfield facility, it agrees that among applicants it deems, in its sole discretion, to be equally qualified, it will give preference to Smithfield, Rhode Island residents.
3. This Agreement covers only tangible personal property taxes for the five-year term referenced below. All other taxes imposed on Bay Crane by the Town shall not be affected by this Agreement.
4. During the term of this agreement, the Town will issue Bay Crane bills for its tangible personal property located at its facility in Smithfield based on a percentage of assessed value (the "TSA rate") for each corresponding assessment date and bill date. The TSA Rate is given in Exhibit A.
5. The base minimum personal property tax ("Base Tax") is based on current assets owned and reported by Bay Crane as of December 31, 2022. Any additional assets acquired after the commencement date of this Agreement shall be added to the assessment at the corresponding TSA rate for the assessment date after the assets are acquired or relocated to the Town. The Base Tax is given in Exhibit A. The Base Tax is intended and understood to be the minimum tax that shall be paid by Bay Crane annually. Under no circumstances shall Bay Crane pay the Town less than the Base Tax in any given year.
6. This Agreement may not be assigned by either Party without the prior written consent of both Parties.
7. This Agreement shall commence on July 1, 2023 and shall terminate on June 30, 2028.
8. This Agreement shall be subject to and construed under Article VI and the laws of the State of Rhode Island.
9. Bay Crane agrees to maintain a business in Smithfield through June 30, 2028. If Bay Crane ceases to maintain business operations in Smithfield prior to that date, Bay Crane will be responsible for remitting to the Town all of the tax benefits ("Relief") granted under this Agreement within thirty (30) days of said cessation of business operations.

10. Bay Crane agrees to provide in kind services to the Town in the form of free crane usage during the term of this Agreement. It is acknowledged that the in kind services do not include the costs associated with a crane operator, nor does this provision extend to Town projects awarded through a public bidding process.
11. Each of the Town and Bay Crane represent and warrant to the other that each Party has the full power and authority to execute and deliver the Agreement, all necessary action has been taken to enter into this Agreement, and that the persons signing this Agreement on behalf of each Party have been duly authorized to do so.
12. This Agreement shall be binding, and inure to the benefit of the Parties and their respective assigns and successors.
13. Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Agreement. The language of all parts of the Agreement will in all cases be construed as a whole in accordance with its fair meaning and shall not be construed for or against any Party hereto.
14. If any portion, term or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of the Agreement, or the application of such portion or provision in such circumstances, other than those in which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. This Agreement shall be subject to and construed under the laws of the State of Rhode Island and all disputes arising out of or related to this Agreement shall be determined by a court of competent jurisdiction within the State of Rhode Island. Bay Crane hereby agrees to submit to the jurisdiction of said courts. Notwithstanding the prior sentence of this paragraph 15, with respect to any dispute arising under this Agreement, either Party to this Agreement may request **non-binding** mediation with a mediator mutually selected by the Parties, by requesting the same in writing directed to the other Party. No mediator shall be empowered to render a binding decision and neither Party shall be required to agree to a settlement.

IN WITNESS whereof, THE Parties hereto have executed the agreement on the date set forth above.

TOWN OF SMITHFIELD

By:

Witness

T. Michael Lawton
Town Council President

BAY CRANE NORTHEAST, LLC

By:

Witness

Name: _____

Its: _____

Exhibit A

Assessment Date	Bill Date	TSA rate	Assessment	Base Tax	Market Tax	Relief
12/31/2022	July 2023	25%	\$24,749,790	\$369,638.11	\$1,478,552.45	\$1,108,914.34
12/31/2023	July 2024	40%	\$23,359,460	\$558,197.66	\$1,395,494.14	\$837,296.48
12/31/2024	July 2025	55%	\$20,772,030	\$682,506.59	\$1,240,921.07	\$558,414.48
12/31/2025	July 2026	70%	\$18,261,610	\$763,664.01	\$1,090,948.58	\$327,284.57
12/31/2026	July 2027	85%	\$15,784,540	\$801,523.16	\$942,968.42	\$141,445.26



Memorandum

DATE: June 14, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Bingo License for the June 20th Town Council Meeting

BACKGROUND:

Raymond C. LaPerche PTA has submitted their application for the renewal of their Bingo License.

TOWN REVENUE:

The fee for the renewal of a Bingo License for the Raymond C. LaPerche PTA has been customarily waived.

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

Move that the Smithfield Town Council act upon approving the annual renewal of one (1) Bingo License for Raymond C. LaPerche PTA, located at 11 Limerock Road, Smithfield, as applied, subject to compliance with all State regulations and local ordinances. Fee waived.



Memorandum

DATE: June 14, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Holiday Sales License for the June 20th Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

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

APPROVAL STATUS:

Applications are complete for approval by the Town Council.

RECOMMENDED MOTION:

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

1. The Barre and Yoga Experience, LLC d/b/a “The Barre and Yoga Experience”, 259 Putnam Pike, Unit 2



Memorandum

DATE: June 14, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Seven Cedars Farm for the June 20th Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm, has applied for one (1) One-Day Special Event License to hold a “Charity Car Show” to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

The cost for a Special Event License is \$50.00 per event with a fee of \$5.00 per diem

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No record
Letter describing events planned
Special Event Checklist
Diagram of Parking

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for a “Charity Car Show”, 20 John Mowry Road on the following date:

- Sunday, July 9, 2023 from 9:00 a.m. to 3:00 p.m.

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00
Per Day

7-9-2023

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: 6-8-2023

Type of License: SPECIAL EVENT Check One: New () Renewal () Transfer ()

Name of Applicant: Jocelyn Emin Date of Birth: 9-6-1994

Resident Address: 10 John Maury Rd Business Address: 20 John Maury Rd Plat Lot

Operating Under Trade Name of: Seven Cedars Farm Resident Business Telephone: 401-632-1844 Telephone

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

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

Describe operation of business: _____

Hours of Operation: 9:00am - 3:00pm

Signature of Applicant: Jocelyn Emin Title: _____

Applies to business establishments only:

In case of emergency/person to contact

Name: John Emin Address: 7 John Maury Rd Phone: 401-203-7330

Name: Seth Emin Address: 10 John Maury Rd Phone: 401-837-7153

For Official Use Only

Police Chief: X [Signature] Fire Chief: X Depends on type of event
Building Official: _____ Owner of premises: X Jocelyn Emin
RI Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 6/20/23 the above stated application was:

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

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

NO Criminal
 Record

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 6-8-2023

1. NAME OF CANDIDATE: (PRINT)

Emin Johnson Marye
 LAST FIRST MIDDLE

MAIDEN NAME

9-6-1994

2. DATE OF BIRTH

10 John Mary Rd

4. CURRENT ADDRESS

Farm

6. TYPE OF BUSINESS

Norwood, MA

3. PLACE OF BIRTH

Seven Oaks Farm

5. NAME OF BUSINESS

20 John Mary Rd

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-632-1894
 9. BUSINESS PHONE

11
 10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1996</u>	<u>Present</u>	<u>10 John Mary Rd</u>	<u>Smithfield, RI</u>
<u>1994</u>	<u>1996</u>	<u>7 John Mary Rd</u>	<u>Smithfield, RI</u>

12. Have you ever been arrested or detained by any police agency? NO
 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. Vincent DiLenzo 1 KANE RD, SMITHFIELD 401-632-3346
 NAME ADDRESS PHONE
2. Eric Jeffrey 1215 Kallinsby Rd, FOSTER 401-641-5216
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

John Johnson

Witness:

June 8, 2023

To Whom it May Concern:

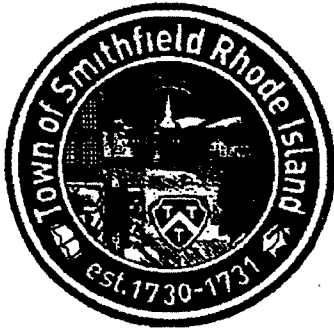
Seven Cedars Farm is requesting a special event license to be used for a charity car show being put on by R.I. Cowboy Cruisers on July 9th from 9:00am-3:00pm. There is no scheduled rain date. The event is free to the public and is a food drive car show. They expect there to be less than 175 people. Thank you for your time.

Sincerely,

Jocelyn Emin
Seven Cedars Farm

Charity car show

7-9-2023



Town of Smithfield

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

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

SPECIAL EVENT CHECKLIST

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

	Yes	No
Provide live entertainment Or amusement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Open to the general public	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fee is charged	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Expected number of persons in attendance is More than 250	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Seven Cedars Farm
NAME OF ORGANIZATION

Jolayn Emin
PRINT NAME

6-8-2023
DATE

[Signature]
SIGNATURE

Cherry
car show
event

20 John Mowry Rd
Seven Cedars Farm
Charity Car Show

10
John
Mowry
Rd

Parking lot
for
Event

Overflow
parking

110

John Mowry Rd

7:11
John Mowry
Rd

15
John
Mowry
Rd

21
John
Mowry
Rd



Memorandum

DATE: June 14, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One (1) One –Day Beer/Wine License for the Seven Cedars Farm for the June 20th Town Council Meeting

BACKGROUND:

Jocelyn Emin co-owner of Seven Cedars Farm has applied for one (1) One-Day Beer/Wine License.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
TIP Cards
Letter of explanation
Special Event Checklist
Diagram of parking

RECOMMENDED MOTION:

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

- Private Event to be held on Sunday, September 17, 2023 from 10:00 a.m. to 3:00 p.m., with a rain date of September 24, 2023

The party will take place at Seven Cedars Farm, 20 John Mowry Road from 10:00 a.m. to 3:00 p.m., as listed, as applied, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$15.00

Per Day - SEPT 17, 2023

Rain date - September 24, 2023

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: 6-8-2023

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

Name of Applicant: Jocelyn Emin Date of Birth: 9-6-1994

Resident Address: 10 John Maury Rd Business Address: 20 John Maury Rd Plat Lot

Operating Under Trade Name of: Seven Cedars Farm Resident Telephone: 401-632-1894 Business Telephone: 11 11

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: _____

Hours of Operation: 10:00am - 3:00pm

Signature of Applicant: [Signature] Title: Co-owner

Applies to business establishments only:

In case of emergency/person to contact

Name: John Emin Address: 1 John Maury Rd Phone: 401-263-7330

Name: Seth Emin Address: 10 John Maury Rd Phone: 401-837-7153

For Official Use Only

Police Chief: [Signature]

Fire Chief: _____

Building Official: SIGNATURE NOT REQUIRED

Owner of premises: [Signature]

RI Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 6/20/23

the above stated application was:

() Approved () Denied

License #: _____ Date Issued: _____

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

NO Criminal
 Record

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 6-8-2023

1. NAME OF CANDIDATE: (PRINT)

Emin Joelyn Maria
 LAST FIRST MIDDLE

MAIDEN NAME

9-10-1994

2. DATE OF BIRTH

10 John Murray Rd

4. CURRENT ADDRESS

Farm

6. TYPE OF BUSINESS

Norwood, MA

3. PLACE OF BIRTH

Seven Oaks Farm

5. NAME OF BUSINESS

20 John Murray Rd

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-632-1894
 9. BUSINESS PHONE

11
 10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1996</u>	<u>Present</u>	<u>10 John Murray Rd</u>	<u>Smithfield, RI</u>
<u>1994</u>	<u>1996</u>	<u>7 John Murray Rd</u>	<u>Smithfield, RI</u>

12. Have you ever been arrested or detained by any police agency? NO
 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. Vincent DiPietro | KANE RD, SMITHFIELD | 401-632-3346
 NAME ADDRESS PHONE
2. Eric Jeffrey | 1216 Williamsby Rd, FOSTER | 401-641-5216
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

Joelyn

Witness:



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Jocelyn Emin

has successfully completed this certificate for

eTIPS Concessions

Hours
3.00

Completion Date
08/18/2022

Expiration Date
08/17/2025

Certificate #
000020941787

TRAINING

Scott Neff

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



This certifies that
Jocelyn Emin
has successfully completed
eTIPS Concessions
Hours: 3.00
Completion Date: 08/18/2022
Expiration Date: 08/17/2025
Certificate # 000020941787

Scott Neff
Official Signature

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

This is your TIPS wallet ID card. This card may be used as proof that you completed the required regulated training to sell, serve or deliver alcohol in your jurisdiction or state. If you completed training for a jurisdiction or a state that does not regulate training, your employer may still request this card as evidence of your training completion.

Have Questions?

Email: support@360training.com

visit: www.360training.com/learn2serve

877.881.2235



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Marina Emin

is awarded this certificate for

eTIPS Concessions

Hours
3.00

Completion Date
08/18/2022

Expiration Date
08/17/2025

Certificate #
000020941786

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



This certifies that
Marina Emin
has successfully completed
eTIPS Concessions
Hours: 3.00
Completion Date: 08/18/2022
Expiration Date: 08/17/2025
Certificate # 000020941786

Official Signature

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

This is your TIPS wallet ID card. This card may be used as proof that you completed the required regulated training to sell, serve or deliver alcohol in your jurisdiction or state. If you completed training for a jurisdiction or a state that does not regulate training, your employer may still request this card as evidence of your training completion.

Have Questions?

Email: support@360training.com

visit: www.360training.com/learn2serve

877.881.2235

June 8, 2023

To Whom it May Concern:

Seven Cedars Farm is requesting a special event Class-F (Beer & Wine) license to be used for a private function being held on September 17, 2023 with a rain date of September 24, 2023 With your permission this private function, which is not open to the public, would run from 10:00 am-3:00 pm, would contain our hayrides and the possibility of three food trucks along with wine and beer. Thank you for your time.

Sincerely,

Jocelyn Emin
Seven Cedars Farm



Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1000 - Fax (401) 232-7244

Carol A. Aquilante
Town Clerk

SPECIAL EVENT LICENSE

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

	Yes	No
Provide live entertainment or amusement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Open to the general public	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fee is charged	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Expected number of persons in attendance is More than 250	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seven Cedars Farm
NAME OF ORGANIZATION

Jocelyn Emin
PRINT NAME

10-8-2023
DATE

Jocelyn
SIGNATURE

NO ENTRANCE
ACCESS OFF
116

20 John Maury Rd
Seven Cedars Farm
Private Event
CLASS F REQUEST
9-17-2023 rain date 9-24-23

10 John
Maury Rd

Parking Lot for
Event

Private
Event

116

John Maury Road

150
G.W.
Highway

7 & 11
John Maury
Rd

15 John
Maury Rd

21
John
Maury
Rd



Memorandum

DATE: June 14, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm”, for the June 20th Town Council Meeting

BACKGROUND:

Blackbird Farm, LLC d/b/a “Blackbird Farm” has applied for a Sidewalk Sales License to hold a Farmer’s Market, every Sunday through October 8, 2023 from 10:00 a.m. to 2:00 p.m., on property located at 660 Douglas Pike. In accordance with 347-7 of the Town Ordinance, a Sidewalk Sales License is required as the commercial use of produce grown elsewhere that shall take place.

TOWN REVENUE:

The cost for a Sidewalk Sales License is \$25 per year.

SUPPORTING DOCUMENTS:

Copy of license application
Copy of BCI – No Record
Letter of explanation
Drawing of the location of the Farmer’s Market including customer parking

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm”, to hold a Farmer’s Market every Sunday through October 8, 2023, with the hours of operation to be from 10:00 a.m. to 2:00 p.m., at property located at 660 Douglas Pike, subject to compliance with all State regulations and local ordinances.

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

FEE: \$25.00

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 6/7/23

Type of License: Sidewalk Sales Check One: New Renewal Amended

LAST YEARS
Expired 10/10/22

Name of Applicant: Blackbird FARM LLC

Date of Birth: 12/10/63

Resident Address: Ann Marie Bouthillette

Business Address: 660 Douglas Pike Smithfield RI

Operating Under: Smithfield RI 02917

Resident Telephone: 401-578-3959 Business Telephone: 401-232-2495

Trade Name of: Blackbird FARM LLC

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

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

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

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

Describe operation of business: FARM - Raise + Sell Beef + Poultry

Requested Hours of Operation: Store 9-6pm Seasonal ice cream 12-9pm (weekend Farmers Market) 11-2pm

Signature of Applicant: Ann Marie Bouthillette Title: Owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Kevin Bouthillette Address: 122 Limerock Rd Smithfield RI Phone: 401-742-6990

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature]
SIGNATURE NOT REQUIRED

Fire Chief: Only if tents are being used/setup

Building Official: [Signature]
SIGNATURE NOT REQUIRED

Owner of premises: Ann Marie Bouthillette

At a meeting of the Smithfield Town Council, held on 6/20/23

the above stated application was:

() Approved () Denied

License #: _____ Date Issued: _____

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

**NO Criminal
 Record**

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 6/7/03

1. NAME OF CANDIDATE: (PRINT)

Bouthillatte Ann Marie _____
 LAST FIRST MIDDLE
McCullough
 MAIDEN NAME

2. DATE OF BIRTH

12/10/63

3. PLACE OF BIRTH

Providence
Blackbird Farm

4. CURRENT ADDRESS

122 Limerock Rd
FARM

5. NAME OF BUSINESS

Store @
122 Limerock Rd / 660 Doughty's Pike

6. TYPE OF BUSINESS

LHC

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-232-2495 (Rev. 401-742-6990)
 9. BUSINESS PHONE

Ann Marie 401-578-3959
 10. HOME PHONE

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

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

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

YES NO

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

13. List below two (2) character references

1. David Dedeikian 1061 Fish Rd Coventry Rl 917-453-4368
 NAME ADDRESS PHONE
2. William Cahill 6 Goldmine Rd Chepachet Rl 401-219-5720
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Ann Marie Bouthillatte Witness: Carol Bawdle



Blackbird Farm Farmers Market
Sundays 10 a.m. – 2 p.m., June 11th through October 8th
660 Douglas Pike, Smithfield, RI 02917

We host an annual farmers market produced by Eat Drink RI at our Farm Stand & Ice Cream Trailer location. The 2023 farmers market will take place every Sunday from 10 a.m. – 2 p.m. from June 11 through October 8, (weather permitting). Follow Eat Drink RI and Blackbird Farm on Facebook for Market updates and any possible weather cancellations.

Farmers markets are for people from all walks of life and all ages who share a common belief that farmers and local producers are a vital part of our community. This market will support the local food economy, showcase a wide variety of products and tap into a region of the state that doesn't offer an extensive outdoor market other than ours. The Blackbird Farm Farmers Market will support local farmers and producers, improve access to fresh fruits, vegetables and other farm products, encourage sustainability, and educate the community on the importance of local foods.

Vendors:

Every Sunday:

- Alchemist Herbs
- Angell Farm
- Beautiful Day
- Blackbird Farm
- Breakneck Hill Apiary
- Pepper Junction
- Pure Haven by Alana
- Raw Dawg Treats



Limerock Road

entrance

m
o
r
e
p
a
r
k
i
n
g

Douglas
Pike



Ice Cream &
Lobster Cart

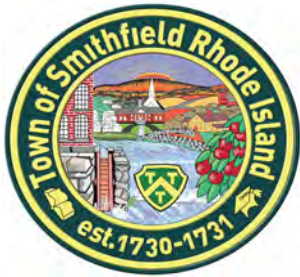
Farm
Stand

portapotty
& handwashing

customer parking

7 6 5 4 3 2 1
vendor parking

- 1 Beautiful Day
- 2 Alchemist Herbs
- 3 Pepper Junction
- 4 Pure Haven by Alana
- 5 Raw Dawg Treats
- 6 Breakneck Hill Bee Farm
- 7 Angell Farm



Memorandum

DATE: June 14, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Temporary Extension of a licensed premises for the Smithfield Sportsman’s Club for the June 20th Town Council Meeting

BACKGROUND:

The Smithfield Sportsman’s Club has applied for a temporary extension of their Class D (Full Privilege) licensed premises to include the club’s parking lot for their annual “Field Day”, to be held on Sunday, September 17, 2023 from 9:00 a.m. to 8:00 p.m. Rain date will be Sunday, September 24, 2023.

TOWN REVENUE:

No fee is required for the extension of a Liquor License on prior licensed premises.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No Record
Copy of Letter of Explanation
Copy of TIP cards
Drawing of event area

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the temporary extension of a Class D (Full Privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter Carey Road, for their Annual “Field Day” on Sunday, September 17, 2023, from 9:00 a.m. to 8:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and conditional upon the standard alcohol/crowd control agreement with the Smithfield Police Department. Rain date will be Sunday, September 24, 2023.

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

FEE: **NO FEE**

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

*Extension for a class
D Full Priv. License*

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 7/15/2022

Type of License: Beverage Class D Full Priv. License Application Status: Renewal
 Name of Applicant: Timothy Yuettner - Vice President Date of Birth: 10/27/1968
 Resident Address: PO Box 386 Business Address: 14 Walter Carey Road Map: 51
Greenville RI 02828 Smithfield RI 02917 Lot: 46
 Corporation Name: Smithfield Sportsman's Club, Inc. Resident Telephone: _____ Business Telephone: (401) 231-9883
 Operating Under Trade Name of: Smithfield Sportsman's Club

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

Corr. Secretary	Ron Jacob	5 Pine Ct. RI,02828	(401)949-5752
Director	James Bell	168 Ridge Rd. RI,02917	(401)632-1722
Director	Robert Dionne	19 East Prospect Street RI,02917	(401)742-6461
Director	Dave Farrar	103 Hedley Ave Johnston, RI	401-361-6714
Director	Butch Simoneau	17 Connors Farm Rd. RI,02917	(401)837-6328
Director	Ralph Amato	38 Newman Ave. RI,02919	(401)232-5823
Director	Joseph Schiavulli	60 Greenlake Dr RI,02828	(401)378-4366
Director	Mike Pezza	92 Irons Ave. RI,02919	(401)640-3009
Director	John Johnson	121 Pinehill Ave. RI,02919	(401)749-2553
Treasurer	William Moore	35 Boulevard Ave. RI,02865	(401)480-8930
Secretary	Sandra Davis	19 Burgess Drive RI,02886	(401) 739-8525 447-1394
Director	Carl Lisa	8 Oakwood Circle RI,02828	(401)524-7147
President	Jonathan Hiron	62 Hagerstown Road RI,02919	(401)497-3953
Vice President	Timothy Yuettner	28 Versailles St RI,02920	(401)952-8583

Police Chief: X [Signature] For Official Use Only Fire Chief: _____ SIGNATURE NOT REQUIRED
 Building Official: _____ SIGNATURE NOT REQUIRED Owner of Premises: X [Signature]
 RI Dept. of Health: _____ SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 6/20/23 the above stated application was

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$200.00

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

Describe Operation of Business:

Required to fill requested
Hours of Operation:

Monday - Sunday 6:00 a.m. - 1:00 a.m.

Signature of Applicant:

X Doreen A Davis Title: *X SECRETARY*

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Timothy Yuetner

Address: 28 Versailles St., Cranston, RI 02920

Telephone: (401) 952-8583

Name: Jonathan Hiron

Address: 62 Hagerstown Road, Warwick, RI

Telephone: (401) 374-9276

For Official Use Only

Police Chief: _____

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

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

() Approved () Denied

License# _____

Date issued: _____

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

NO Criminal
 Record

POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION

DATE: JUNE 1, 2023

1. NAME OF CANDIDATE: (PRINT)
DAVIS SANDRA A.
 LAST FIRST MIDDLE
ROACH
 MAIDEN NAME
6-4-1951
 2. DATE OF BIRTH
19 BUNGESS DR. WARWICK
 4. CURRENT ADDRESS
PROVIDENCE, RI
 3. PLACE OF BIRTH
MTA
 5. NAME OF BUSINESS
—
 6. TYPE OF BUSINESS
 7. BUSINESS ADDRESS
—
 8. IS BUSINESS INCORPORATED IF SO, LIST OFFICERS

—
 9. BUSINESS PHONE
401-447-1894
 10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1977</u>	<u>PRESENT</u>	<u>19 BUNGESS DR</u>	<u>WARWICK RI</u>
<u>1970</u>	<u>1977</u>	<u>10A STANDARD AV</u>	<u>W. WARWICK RI</u>

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. CHRIS PARENTEAU WARWICK RI 401-219-0048
 NAME ADDRESS PHONE
2. ASHLEY LAVOIE WARWICK RI 401-258-7953
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Sandra Davis Witness: Bon Malin



The Smithfield Sportsman's Club, Inc.
Member Federated Rhode Island Sportsmen's Clubs

P.O. Box 386 Greenville, R.I. 02828

June 1, 2023

Lyn Antonuccio, Town Clerk
Smithfield Town Hall
Smithfield, RI 02917

Ref: Smithfield Sportsman's Club Annual Field Day

The Smithfield Sportsman's Club will be holding our annual field day on Sunday, September 17, 2023. The event will run from 9:00 am to 8:00 pm. A rain date will be on Sunday, September 24, 2023.

We will be requesting an extension of our current liquor license since we will be having an outdoor bar at this event. You may contact me at any time at 401-447-1394 with any questions.

Respectfully,

Sandra Davis
Smithfield Sportsman's Secretary



The Smithfield Sportsman's Club, Inc.
Member Federated Rhode Island Sportsmen's Clubs

P.O. Box 386 Greenville, R.I. 02828

June 1, 2023

TO: Smithfield Police Department
ATTN: Detail Officer

SUBJECT: On-Duty Officers for Annual Field Day

Dear Sirs:

Our organization is requesting two (2) officers be present from 12:00 noon until 6:00 pm for our annual field day to be held on Sunday September 17, 2023. If you have any questions feel free to call me at 401-447-1394 anytime. I will follow up on this request two weeks prior to field day.

Sincerely,

Sandra Davis
Field Day Committee

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

Jonathan G. Hiron
62 Hagerstown Road
Warwick, RI 02886



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

Robert R. Peters
14 Sweet Road
Smithfield, RI 02917



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

Robert A. Dionne
19 East Prospect St.
Smithfield, RI 02917



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

David A. Farrar
103 Hedley Avenue
Johnston, RI 02919



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

David A. Taralan
158 Wilde Field Drive
Warwick, RI 02889



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

Ralph R. Amato
38 Newman Avenue
Johnston, RI 02919



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

Charlene J. Mancini
56 Turner Avenue
Cranston, RI 02920



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 03/25/2021

Code: 21 - 047

Name:

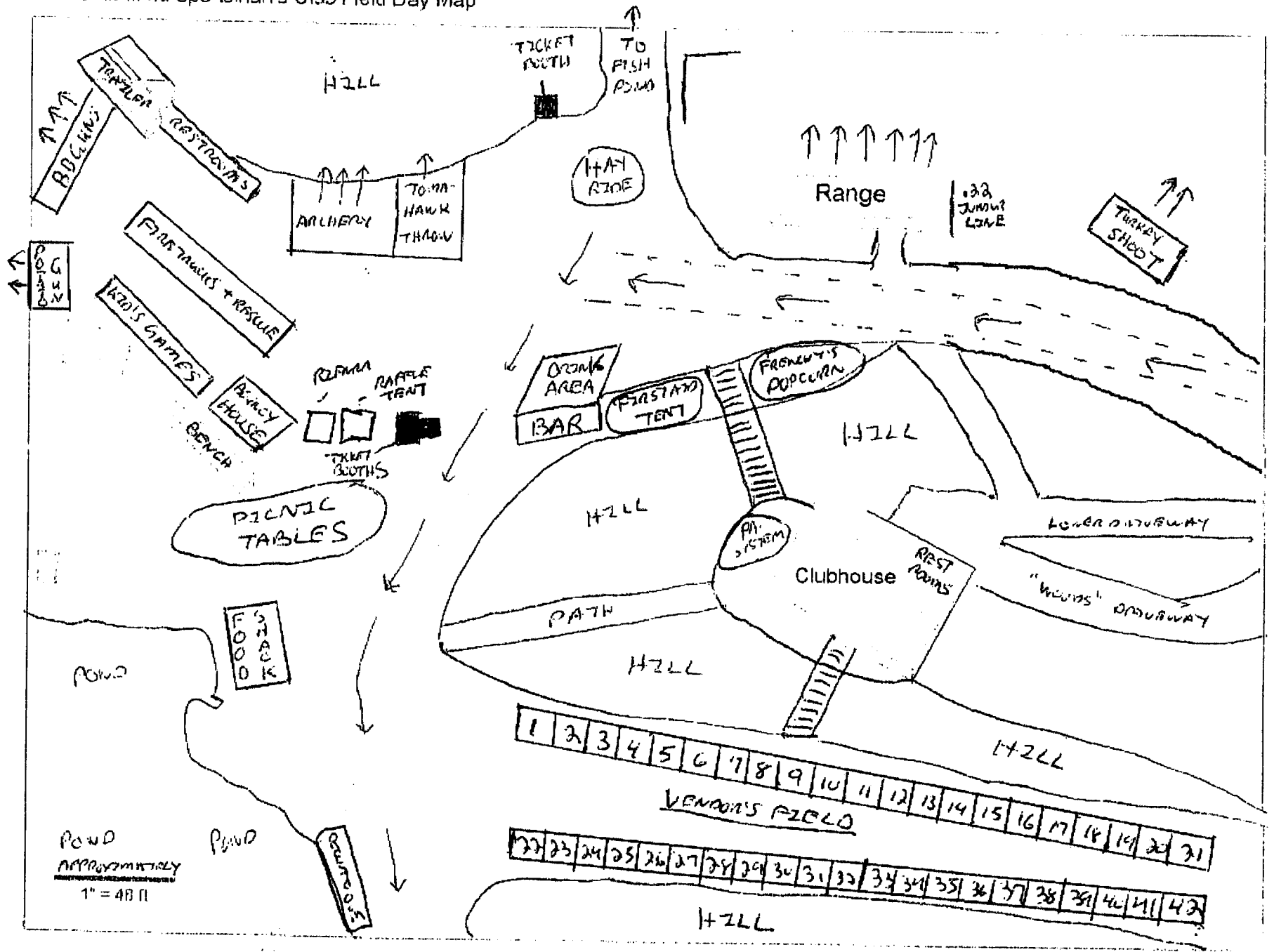
Craig A. Mancini
56 Turner Avenue
Cranston, RI 02920



SERVER TRAINING ON PREMISE Expiration Date: 03/25/2024

Instructor: Frank J. Faubert 401-943-5454

Smithfield Sportsman's Club Field Day Map





memorandum

DATE: June 14, 2023

TO: The Honorable Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: **Appropriation and Tax Levy Resolution for the Fiscal Year Ending June 30, 2024**

Based on section C-5.09 of the Town Charter, Appropriation and Revenue Resolutions, the Smithfield Town Council is required to adopt the following resolutions associated with the budget process.

- C-5.09. Appropriation and Revenue Resolutions

To implement the adopted budget, the Town Council shall adopt, prior to the beginning of the ensuing fiscal year:

- (1) An Appropriation Resolution making appropriations by department or major organizational unit and authorizing a single appropriation for each program or activity;
- (2) A Tax Levy Resolution authorizing the property tax levy or levies and setting the tax rates; and
- (3) Any other Resolutions required to authorize new revenues or to amend the rates or other features of existing taxes or other revenue sources.

Passage of these resolutions will meet Charter requirements and formally impose the Fiscal Year 2023-2024 Operating Budget.

Motion:

That the Smithfield Town Council hereby moves passage of the Appropriation and Tax Levy Resolution for the Fiscal Year Ending June 30, 2024.

**APPROPRIATION AND TAX LEVY RESOLUTION
FISCAL YEAR ENDING JUNE 30, 2024**

TOWN OF SMITHFIELD, RHODE ISLAND

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD
as follows:**

WHEREAS, the Smithfield Town Council voted to adopt a budget and impose a tax at a Smithfield Town Council Meeting legally assembled on the twenty first (20th) day of June, AD, 2023, as follows:

BUILDING OFFICIAL'S OFFICE

The sum of \$ 527,864 is appropriated for the Building Official's Office.

These funds to be expended under the direction of the Town Council.

TREASURER-TAX COLLECTOR

The sum of \$ 703,795 is appropriated for the Treasurer-Tax Collector's Office, including an amount sufficient estimated at \$ 45,000 for Tax Sale and Expenses.

These funds to be expended under the direction of the Town Council.

TAX ASSESSOR'S OFFICE

The sum of \$ 303,678 is appropriated for the Tax Assessor's Office.

These funds to be expended under the direction of the Town Council.

FIRE DEPARTMENT

The sum of \$ 11,390,242 is appropriated for the Fire Department.

These funds to be expended under the direction of the Town Council.

SMITHFIELD PUBLIC LIBRARIES

The sum of \$ 1,552,709 is appropriated for the Smithfield Public Libraries. Of this total appropriation, \$ 610,859 is currently allocated for the operation of the East Smithfield Library and an amount of \$ 941,850 is currently allocated for the operation of the Greenville Public Library, distributed on a monthly basis. MOTION also includes the requirement that the Libraries must file with the Town Finance Director on or before September 30, 2023, a complete financial statement for Fiscal Year 2022-2023, starting with the balance shown on the last statement rendered.

Such sum to be expended under the direction of the Town Council.

SENIOR CENTER

The sum of \$ 504,795 is appropriated for the Senior Center.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023 in Dues and Conferences for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

EAST SMITHFIELD
NEIGHBORHOOD CENTER

The sum of \$ 6,465 is appropriated for the East Smithfield Neighborhood Center.

Such sum to be expended under the direction of the Town Council.

PLANNING AND ECONOMIC DEVELOPMENT

The sum of \$ 234,121 is appropriated for the Planning and Economic Development Office.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023 in Office Expenses for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

POLICE DEPARTMENT

The sum of \$ 9,556,187 is appropriated for the Police Department.

These funds to be expended under the direction of the Town Council.

ANIMAL CONTROL

The sum of \$ 259,677 is appropriated for the Animal Control Division.

These funds to be expended under the direction of the Town Council.

PUBLIC WORKS - Operations

The sum of \$ 2,563,761 is appropriated for the Operations Budget of the Public Works Department.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023, for Supplies and Equipment Maintenance for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

PUBLIC WORKS - Special Projects

The sum of \$ 2,978,093 is appropriated for the Special Projects Budget of the Public Works Department, including amounts sufficient estimated at \$ 30,000 for Highway Drainage; \$ 700,750 for Highway Resurfacing; \$ 340,000 for Hydrant Services; \$ 200,000 for Street Lights; \$ 357,000 for Sanitary Landfill; and \$ 1,350,343 for Rubbish & Garbage Collection.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023, for Highway Drainage, Highway Resurfacing, Hydrant Services, and Sanitary Landfill for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

PARKS AND RECREATION DEPARTMENT

The sum of \$ 1,011,321 is appropriated for the Parks and Recreation Department.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023 in Supplies and Maintenance for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

TOWN ENGINEER'S OFFICE

The sum of \$ 396,557 is appropriated for the Town Engineer's Office, including an amount sufficient estimated at \$ 15,000 for Engineering Services.

MOTION also includes the re-appropriation of the unexpended balance as of June 30, 2023 in Engineering Services for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

SCHOOL DEPARTMENT

The sum of \$ 43,200,372 be appropriated for the Smithfield Public Schools being made up of \$ 33,871,610 in Town Appropriation and Anticipated Revenues in the amount of \$ 9,328,762, including the Town's proportionate share of Retirement Fund for the School Department. Any additional state or federal education aid which increases the amount of monies available for the Smithfield School Department for Fiscal Year 2024, that becomes available after the passage of the Smithfield Town Budget, shall be directed over to the School Department for Fiscal Year 2024. Any decrease in Anticipated Revenues for the School Department for Fiscal Year 2024 shall result in a corresponding decrease in the Overall Total Appropriation for the School Department for Fiscal Year 2024. In accordance with General Laws 9-1-31.1, the stipends for School Committee members are to be calculated on a per diem basis.

Any general operations amount included in the total appropriated sum of \$ 43,200,372 is to be expended under the direction of the School Committee and any capital improvement amount is to be expended under the direction of the School Committee.

TOWN CLERK'S OFFICE

The sum of \$ 416,342 is appropriated for the Town Clerk's Office, including an amount sufficient estimated at \$ 25,300 for Miscellaneous.

These funds to be expended under the direction of the Town Council.

TOWN MANAGER'S OFFICE

The sum of \$ 505,385 is appropriated for the Town Manager's Office.

These funds to be expended under the direction of the Town Council.

TOWN HALL

The sum of \$ 171,536 is appropriated for Town Hall, including an amount sufficient estimated at \$ 47,800 for Office Expenses.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023 in Building Maintenance & Supplies and Office Expenses for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

HUMAN SERVICES

The sum of \$ 10,825 is appropriated for Human Services.

Such sum to be expended under the direction of the Town Council.

EMERGENCY
MANAGEMENT AGENCY

The sum of \$ 120,496 is appropriated for the Emergency Management Agency.

Motion also includes the re-appropriation of the unexpended balances as of June 30, 2023 for Supplies and Maintenance, Office Expenses, and Miscellaneous for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

LEGISLATIVE and
POLICY DIRECTION

The sum of \$ 570,819 is appropriated for Legislative and Policy Direction, including amounts sufficient estimated at \$ 42,000 for Advertising, \$ 400,000 for Legal Fees, and \$ 10,000 for Miscellaneous. In accordance with General Laws 9-1-31.1, the stipends for Town Council members are to be calculated on a per diem basis.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023 in Rezoning/Comprehensive Community Plan and Contingency for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

TOWN-AIDED PROGRAMS

The sum of \$ 63,850 is appropriated for the Town-Aided Programs as indicated and further MOVE that Well One, Tri-County Community Action Agency and any other agency that the Town deems appropriate shall file with the Town Finance Director on or before November 30, 2023 a complete financial statement for the period beginning July 1, 2022 or the date of the last such statement, whichever is later, and ending one (1) year later.

MOTION also includes that all disbursements will be on a quarterly basis.

This sum to be expended under the direction of the Town Council.

BOARDS AND COMMISSIONS

The sum of \$ 106,405 is appropriated for Boards and Commissions including an amount sufficient estimated at \$ 53,350 for the Board of Canvassers.

These funds to be expended under the direction of the Town Council.

SYSTEM-WIDE
MUNICIPAL OBLIGATIONS

The sum of \$ 3,148,801 is appropriated for System-Wide Municipal Obligations, including an amount sufficient estimated at \$ 15,000 for Unemployment Compensation; \$ 978,644 for Health Insurance; \$ 50,000 for Retirement; Commit up to the first \$ 50,000 of Telephone Tax revenue collected to the Retirement Escrow account to be used for accumulated time cash outs; Commit up to the next \$ 65,000 of Telephone Tax revenue collected to the Revaluation Escrow account to be used for future tax revaluation updates; Commit up to the first \$ 100,000 of Hotel and Meal Tax revenue collected to the Municipal Escrow account to be used for unanticipated projects and expenditures; \$ 938,063 for Insurance Premiums; \$ 59,500 for Financial Audit; \$ 230,494 for Computer Expenses; \$ 1,100 for Sewer Expenses; \$ 36,000 for Postage; \$ 325,000 for Postemployment Escrow.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023 in Computer Expenses, Sewer Expenses and Handicapped Access for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

MUNICIPAL DEBT SERVICE

Debt Service Motion

The sum of \$ 4,717,388 is appropriated for Municipal Debt Service, Principal and Interest, as indicated, to be paid by the Town Finance Director when due. MOTION includes amounts sufficient estimated at \$ 2,845,000 for Principal due on Bonds and Notes; \$ 1,872,388 for Interest due on Bonds and Notes; and \$ 4,717,388 for the aggregate amount of Debt Service due for Fiscal Year 2023-2024.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2023 for the Principal Due on Bonds and Notes and the Interest Due on Bonds and Notes for Fiscal Year 2023-2024.

These funds to be expended under the direction of the Town Council.

MUNICIPAL CAPITAL IMPROVEMENTS

Capital Improvements Motion

The sum of \$ 1,602,499 is appropriated for Municipal Capital Improvement Projects as indicated.

MOTION includes the sum of \$ 110,000 for the School Capital Reserve Fund.

MOTION also includes the re-appropriation of unexpended balances as of June 30, 2023 in the Fire Department, Police Department, Public Works Department, and Legislative and Policy.

These funds to be expended under the direction of the Town Council.

CAPITAL RESERVE FUND & CAPITAL LAND TRUST RESERVE FUND

The sum of \$ 400,000 is appropriated from the Capital Reserve Fund and that the sum of \$ -0- is appropriated from the Capital Land Trust Reserve Fund.

These funds to be expended under the direction of the Town Council

ENTERPRISE FUNDS

SMITHFIELD SEWER AUTHORITY

The sum of \$ 4,079,711 is appropriated for the Town of Smithfield Sewer Authority, including the amount of \$ 541,000 for capital improvement expenditures.

These funds to be expended under the direction of the Town Council.

The Smithfield Sewer Authority operational and capital budget for Fiscal Year 2024 reflects a user fee per unit of no more than \$400.00 plus the Applicable Industrial Pretreatment Program Charge.

SMITHFIELD WATER DEPARTMENT

The sum of \$ 2,240,925 is appropriated for the Town of Smithfield Water Department, including the amount of \$ 50,000 for capital improvement expenditures.

These funds to be expended under the direction of the Town Council.

SMITHFIELD ICE RINK

The sum of \$ 779,192 is appropriated for the Town of Smithfield Ice Rink Department, including the amount of \$ 30,000 for capital improvement expenditures.

These funds to be expended under the direction of the Town Council.

MISCELLANEOUS MOTIONS (MM)

(General Fund)

MM-1

RESOLVED: THAT the unexpended balance in all appropriations, excepting the School Appropriation and all Escrow Accounts, at the close of the Fiscal Year on June 30, 2023, revert to the General Fund in the Town Treasury, if not re-appropriated, providing that outstanding obligations do not exist.

If outstanding obligations against any and all appropriations for Fiscal Year 2022-2023 exist at the close of the Fiscal Year, the amounts to revert to the General Fund shall be the balance of funds remaining after all obligations against the appropriation or appropriations have been paid and charged against the proper appropriation or appropriations.

(Publication of Annual Listing
of Delinquent Taxes)

MM-2

RESOLVED: THAT IN ORDER to facilitate the collection of unpaid taxes, the Tax Collector shall prepare a list of names of all taxpayers whose taxes are unpaid as of July 1, 2023, for the years 2013 to 2023, inclusive, together with the amount of said unpaid taxes for each of said year; and, such list shall be a public record available to anyone to see on call and/or to be published publicly at the Town Council's direction.

(Finance Director's Authorization
to Pay Bills)

MM-3

RESOLVED: THAT IN ORDER to provide payment of outstanding obligations of the Town incurred during the Fiscal Year ending June 30, 2023, the Town Finance Director be and he hereby is authorized and directed, when in possession of properly approved vouchers, to charge against Fiscal Year 2022-2023 appropriations, all obligations incurred in Fiscal Year 2022-2023, regardless of when the obligation is actually paid. Consistent therewith, all agencies receiving appropriations are directed to insure that sufficient funds are available in their respective appropriations to meet all obligations incurred during Fiscal Year 2022-2023, even if said obligations are actually paid in Fiscal Year 2023-2024.

MM-4

RESOLVED: THAT ALL Departments of the Town be required to approve for payment, contracted bills remaining unpaid at the end of the Fiscal Year 2022-2023, which pertain to services rendered and/or goods received on or before June 30, 2023. Said unpaid bills shall be incorporated in their annual reports for the Fiscal Year 2022-2023.

(Treasurer's Authorization
to Borrow in Anticipation of Taxes)

MM-5

RESOLVED: THAT THE Town Treasurer be authorized on behalf of the Town of Smithfield, Rhode Island, to borrow, at one time or from time to time, within the Fiscal Year beginning July 1, 2023, in anticipation of the receipt of the proceeds of the annual tax assessed or to be assessed in said financial year upon the rateable property within said Town, for the purpose of providing funds for the payment of the current liabilities and expenses of said Town, as authorized by Section 45-12-4 of the General Laws, and to issue and sell therefore a negotiable note or notes of the Town of Smithfield and to renew the same, each such note or renewal note to be signed by the Town Treasurer and countersigned by the President of the Town Council and the Town Clerk, to bear such date or dates and mature at such time or times not later than one year from the date or dates thereof (or in the case of a renewal note, not later than one year from the date of the original note) as shall be determined by the Town Treasurer; said note or notes and renewal note or notes to be sold in such manner, at public or private sale, to bear interest at such a rate or rates and, subject to applicable provisions of law and of this vote, to be in such form as the Town Treasurer shall determine. Said note or notes shall bear upon their face the notation, "Issued in Anticipation of Taxes Assessed as of December 31, 2022"

(Additional Revenues)

MM-6

RESOLVED: THAT THE Town Finance Director be and he hereby is directed to credit the appropriate Town departments or accounts, as approved by the Town Manager or higher authority, with all monies received from the State or other sources, including reimbursement for monies expended or sale of material or otherwise by said departments.

In addition, thereto, the Town Finance Director, in accordance with the directive of the Town Manager or higher authority, is instructed to apply as credit to the appropriate accounts, all revenues received from enforcement of laws enacted by local, state, or higher authorities.

(Payment of Bills from
Deficit Appropriations)

MM-7

RESOLVED: THAT THE Town Finance Director be and he hereby is directed by the Town Council to issue no check or checks in payment of any bill or bills which will cause a deficit to any appropriation made and adopted by said taxpayers.

(Purchases in excess of
\$10,000 require bid process)

MM-8

RESOLVED: THAT THE purchase of all equipment, materials, and supplies that may cost in excess of \$ 10,000 be advertised for competitive bidding in accordance with the Town's Purchasing Policy.

(Escrow Fees)

MM-9

RESOLVED: THAT THE fees collected by the Smithfield Fire Department for smoke detector inspections and hazardous materials programs be collected and placed in a special escrow account entitled, "Fire Department Fees Escrow" and may be expended on behalf of the Fire Department for authorized expenditures relating to Fire Prevention. Said Escrow account shall not be subject to the transfer of the remaining unexpended balances to the General Fund at the end of each Fiscal Year and any monies remaining in the Fire Department Fees Escrow Account for FY 2022-2023 shall revert to said Escrow for Fiscal Year beginning July 1, 2023.

(Expenditure of Revenue Funds
for Capital Improvements)

MM-10

RESOLVED: THAT revenues for capital expenditures in the amount of \$ 1,983,498 be appropriated for FY 2023-2024 for the capital outlays as identified by department.

MM-11

RESOLVED: THAT THE Members of the Smithfield Town Council qualified to vote on any proposition to impose a tax on this Twenty-first (20th) day of June, AD, 2023, hereby order the levy, apportionment, and collection of a tax on the ratable real estate and tangible personal property in a sum

Not Less than \$ 60,321,960 nor more than \$ 60,577,119
(= NET Budget - \$ 100,000 + Maximum Tax Levy)

Said tax to be for ordinary expenses and charges, for the payment of the interest and indebtedness in whole or in part of said Town, and for other purpose authorized by law. That the Tax Assessor, having assessed and apportioned said tax on the inhabitants and ratable property of said Town as of the thirty-first (31st) day of December, A.D. 2022 at twelve o'clock midnight, Eastern Standard Time, according to law, shall on completion of said assessment, date, certify, and sign the same and deliver to and deposit the same in the office of the Town Clerk.

And that the Town Clerk, on receipt of said assessment, shall forthwith make a copy of the same and deliver it to the Town Finance Director, who shall forthwith issue and affix to said copy a warrant under his hand, directed to the Collector of Taxes of said Town, thereby commanding him to proceed and collect said tax of the persons and estates liable therefore;

And that said tax shall be due and payable on and between the first (1st) day of September, A.D. 2023, next, and the thirtieth (30th) day of September, A.D. 2023, next;

And that all taxes remaining unpaid on said thirtieth (30th) day of September, A.D. 2023, shall carry until collected a penalty at the rate of twelve (12) percentum per annum upon such unpaid taxes.

Said tax may be paid in four (4) installments, the first installment of 25 percentum on or between the first (1st) day of September, A.D. 2023 and the thirtieth (30th) day of September, A.D. 2023, and the remaining installments as follows: 25 percentum on or between the first (1st) day of December, A.D. 2023 and the thirty-first (31st) day of December, A.D. 2023; 25 percentum on or between the first (1st) day of March, A.D. 2024 and the thirty-first (31st) day of March, A.D. 2024; 25 percentum on or between the first (1st) day of June, A.D. 2024 and the thirtieth (30th) day of June, A.D. 2024. Each installment of taxes if paid on or between the first and the last day of each installment period successively and in order shall be free from any charge for interest.

If the first installment or any succeeding installment of taxes is not paid by the last day of the respective installment period or periods as they occur, then the whole tax, or remaining unpaid balance of the tax as the case may be, shall immediately become due and payable and shall carry until collected a penalty at the rate of twelve (12) percentum per annum.

In order to obtain approval for a building permit or town license, all taxes must be paid current as of the first (1st) day of the installment period. All delinquent motor vehicle taxpayers requiring clearance

for registration renewal are required to make payment in full of all outstanding taxes, penalties in addition to the current year's taxes in the form of certified funds.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Home Rule Charter Section 5.09, the Town Council hereby makes and implements the appropriations and property tax levy and sets tax rates as follows:

Residential Real Estate: not to exceed \$13.78 per Thousand Dollars of Ratable Property.

Commercial Real Estate: not to exceed \$19.29 per Thousand Dollars of Ratable Property.

Tangible Property: not to exceed \$59.74 per Thousand Dollars of Ratable Property.

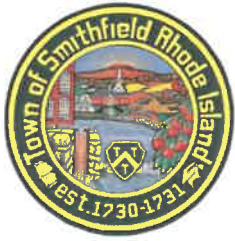
PASSED: June 20, 2023

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn Antonuccio, Acting Town Clerk




TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: June 20, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

RE: OMNIA Partners Contract # 254 Rehrig Pacific Company Trash and Recycling Carts

Background:

The Town Council has before it this evening a request to purchase;

- 100 - 65 gallon trash carts
- 100 - 65 gallon recycling carts
- 100 - 95 gallon trash carts
- 100 - 95 gallon recycling carts

This order is to meet the anticipated demand of upcoming new developments, cart upgrades, and cart replacements for the upcoming year.

Financial Impact:

The funding for this purchase is contained within the Public Works 2024 annual capital budget.

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the OMNIA Partners Contract #254, with Rehrig Pacific Company of Miami-Dade County, Florida, for the purchase of 100 - 65 gallon trash carts, 100 - 65 gallon recycling carts, 100 - 95 gallon trash carts and 100 - 95 gallon recycling carts as described in the attached quote for a total cost of \$29,894.00.

Moved: *That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the OMNIA Partners Contract #254, with Rehrig Pacific Company of Miami-Dade County, Florida, for the purchase of 100 - 65 gallon trash carts, 100 - 65 gallon recycling carts, 100 - 95 gallon trash carts and 100 - 95 gallon recycling carts as described in the attached quote for a total cost of \$29,894.00.*






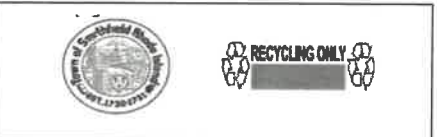
Locations:
 1000 Race Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809
 8675 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 28th St, Los Angeles, CA 90058

Proposal

Proposal #: 210496 06082023

June 8, 2023

Bill-to: Town of Smithfield 64 Farnum Pike Smithfield, RI 02917	Ship-to: Town of Smithfield 3 Spragueville Road Smithfield, RI 02917
Billing Contact: Name: Melissa Chaput Phone: 401-233-1034 E-mail: mchaput@smithfieldri.com	Shipping Contact: Same

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 65 Gallon NB Cart - Trash Body Color Requested: Forest Green Lid Color Requested: Forest Green Wheels / Casters: 10" Snap on with Integrated Spacer Options: RFID Tags Artwork: 	100	\$64.76	\$ 6,476.00
Rollout Cart Type: 65 Gallon NB Cart - Recycle Body Color Requested: Forest Green Lid Color Requested: Yellow Wheels / Casters: 10" Snap on with Integrated Spacer Options: RFID Tags Artwork: 	100	\$64.76	\$ 6,476.00
Rollout Cart Type: 95 Gallon EG Cart - Trash Body Color Requested: Forest Green Lid Color Requested: Forest Green Wheels / Casters: 10" Snap on with Integrated Spacer Options: RFID Tags Artwork: 	100	\$70.96	\$ 7,096.00
Rollout Cart Type: 95 Gallon EG Cart - Recycle Body Color Requested: Forest Green Lid Color Requested: Yellow Wheels / Casters: 10" Snap on with Integrated Spacer Options: RFID Tags Artwork: 	100	\$70.96	\$ 7,096.00

Is Product Taxable? No Is Freight taxable? No Tax Rate: 0.00% Terms: Net 30 Days	Subtotal = \$ 27,544.00 Tax on Product = Freight Rate = 2,350.00 Tax on Freight = Total = \$ 29,894.00
---	---

ADDITIONAL INFORMATION:	US Communities
Contract Options:	Erie, PA facility
Ship From:	7 weeks or sooner
Leadtime:	10 year warranty
Warranty:	30 Days
Quote Valid:	EXEMPT
Taxes:	

*** All Credit Card transactions are subject to a 2% processing fee.

PRESENTED BY:  Charla Burns 6/8/2023 Charla Burns Date Environmental Account Specialist Direct: 814.480.0482 Email: customerservice@rehrig.com	ACCEPTED BY: Melissa Chaput Sign and Print Name Date Title:
---	--

To initiate order, please send signed proposal via email to Presented By representative.



ROBERT W. SELTZER
CHIEF OF DEPARTMENT

SMITHFIELD FIRE DEPARTMENT

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



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

To: Honorable Town Council

From: Chief Robert Seltzer

Date: June 14, 2023

Re: Purchase of Real Property/Existing Structure RFP for the New Fire Station Project

Dear Town Council Members,

This cover sheet is for a Request for Proposals (RFP) for the purchase of real property with an existing structure that may be renovated to meet the needs for the new fire station project.

After the return of bid proposals to construct a new fire station, the numbers were high and the two bids that we did receive were rejected as they were well beyond our budget. After the release of that information, and within the last few months, some inquiries were made with the Town Manager regarding the prospect of the Town considering an existing property that could be renovated as a fire station. We are withholding any interested parties' names as they may not choose to provide a proposal at the time of the RFP, but the interest level seems high enough to put this RFP out for consideration.

The SFD Fire Station Building Committee agrees that this RFP is a good course of action.

The RFP requests the following:

The Town of Smithfield is seeking proposals for real property upon which an existing building is situated. The existing structure must be compatible for conversion to a fire department headquarters facility, fire apparatus garage, and personnel quarters.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer".

Robert W. Seltzer
Chief of Department

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

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

TOWN OF SMITHFIELD

REQUEST FOR PROPOSALS



ON BEHALF OF THE SMITHFIELD FIRE DEPARTMENT



RFP # 20230606
PURCHASE OF REAL PROPERTY

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INTRODUCTION:

THE TOWN OF SMITHFIELD ON BEHALF OF THE SMITHFIELD FIRE DEPARTMENT IS REQUESTING SEALED PROPOSALS FOR PURCHASE OR LEASE TO OWN A PARCEL OF REAL PROPERTY WITH A BUILDING, WITHIN TOWN LIMITS, THAT CAN BE CONVERTED INTO A FUTURE FIRE STATION.

PROPERTIES OFFERED FOR SALE ARE SUBJECT TO OBTAINING THE PROPER ZONING AND REGULATORY APPROVALS TO THE EXTENT ANY MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS RFP. ANY AWARD IS ALSO SUBJECT TO THE AUTHORIZATION AND APPROPRIATION OF THE TOWN COUNCIL

SEALED PROPOSALS WILL BE ADDRESSED TO THE PURCHASING AGENT, AND RECEIVED AT THE FINANCE OFFICE, SMITHFIELD TOWN HALL, 64 FARNUM PIKE, SMITHFIELD, RI 02917 UNTIL 10:00AM, TUESDAY, JUNE 27, 2022 AT WHICH TIME ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD.

TOWN OF SMITHFIELD, RI

Item Description: Purchase of Real Property

Date and Time to be OPENED: Tuesday, June 27, 2023 at 10:00 AM

Terms and Requirements for Request for Proposals

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

INSTRUCTIONS

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

NOTICE TO PROPOSERS

1. The Town of Smithfield (hereinafter referred to as the “Town” for the purpose of this Request for Proposals (RFP), reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. Gen. Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. The Town of Smithfield reserves the right to award to the successful bidder.
6. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town’s website and advertising websites: (www.smithfieldri.com/bids) (<https://www.bidnetdirect.com>) (<https://www.beaconbid.com>) (<https://www.publicpurchase.com>).
7. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
8. The successful bidder will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
9. Under R.I. Gen. Laws § 45-2-4 Power to own property and make contracts. Cities & Towns may take, purchase, and hold real and personal property, and may make all contracts, including lease or lease-purchase agreements of real and personal property, necessary and convenient for the transaction of the business of the city or town.
10. All proposals shall be unconditional.
11. The Town is interested in securing the property at the lowest responsible price. The Town reserves the right to award the purchase to the successful bidder offering the most advantageous combination of facility characteristics and purchase price, and shall not be required to award the purchase to the bidder offering the lowest price.
12. The Town reserves the right to negotiate the purchase price and other terms with the selected bidder in a manner not prejudicial to fair competition. Any award is subject to obtaining the proper zoning and regulatory approvals to the extent any may be necessary to carry out the purposes of this RFP. Any award is also subject to the authorization and appropriation of the Town Council.
13. Special Note: Upon acceptance of a bid proposal and agreement to purchase such facility, the Town of Smithfield reserves the right to further negotiate with the accepted bidder for the purpose of any modifications/renovations as may be required to finish the outfit of the facility to meet specific fire station needs as required by the National Fire Protection Association standards and other applicable standards.

A. BACKGROUND

The Town of Smithfield seeks to purchase a parcel of land with a building thereon, within the Town limits, for the purpose of converting building into a Fire Department sub-station.

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

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

B. SPECIFICATIONS OF DESIRED PROPERTY

Property with an existing structure

The Town of Smithfield is seeking proposals for real property upon which an existing building is situated. The existing structure must be compatible for conversion to a fire department headquarters facility, fire apparatus garage, and personnel quarters.

The purpose of such facility is to serve as office and meeting spaces to support the Administration of the Smithfield Fire Department; provide a garage to house fire department apparatus; and quarters for the personnel staffing apparatus assigned to the facility. Consideration for future expansion within the facility is paramount to provide for future needs of the fire department administration and response apparatus.

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

- 1) Lot size: No less than two (2) acres.
- 2) On-site parking: a minimum of twenty (20) parking spots supported within the confines of said property.
- 3) Location: No more than three-quarters (3/4) of a mile radius in any direction on RI Route 7 or RI Route 116 from the intersection of RI Route 116 and RI Route 7.
- 4) Size of existing structure: No less than twelve thousand (12,000) square feet.
 - a. Within said space the facility shall provide five thousand (5,000) square feet for a garage facility and seven thousand (7,000) square feet to support administration space and personnel quarters space.
 - b. The square footage requirement may be an existing facility with such available space.
 - c. As an acceptable option, additional space required to meet the minimum space may be included with the proposal as a planned addition and must be included in the proposal price. This is acceptable as long as all other requirements are met.
- 5) Americans with Disabilities Act (ADA); facility must be ADA compliant in all spaces required to meet such compliance.
- 6) Water: Municipal.
- 7) Sewer: municipal preferred

- 8) Heating Fuel: natural gas preferred
- 9) Air conditioning: Central air conditioning system required.
- 10) Electricity: RI Energy with generator backup preferred.
- 11) Computer wired: CAT5 or CAT6 or equivalent computer network wiring is preferred.
- 12) Property condition: no hazardous waste onsite; paved parking lot; finished landscape.
- 13) Basement: basement is not required, but will be considered if present. A property with a basement must be naturally dry, without any sub-pump or other type of water removal system.
- 14) The proposal must include a copy of the latest deed for the property and a site plan or survey of the property, if available.
- 15) The property must comply with the Town of Smithfield's zoning regulations and municipal ordinances.
- 16) There are to be no restrictions in the deed already encumbering the property that will interfere with the Town's intended use of the property; and
- 17) If there are any easements, right-of-way privileges, restrictions or liens encumbering the property, they must be clearly stated on an attachment.

C. TERMS OF PURCHASE

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

- a. No down payment will be made upon execution of the Purchase and Sales Agreement. The Town will pay the entire purchase price, at closing, subject to customary and usual adjustments.
- b. The Town is not utilizing the services of a real estate broker representing. The potential seller must agree to defend, indemnify the Town against and hold the Town harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the Town by any broker utilized by Seller in connection with this transaction.
- c. Upon reasonable notice, the Town and its consultants will be granted access to the property to examine the property, including, without limitation, conducting surveys, soil tests and environmental investigations, and inspections of the building and building systems existing structures. The seller shall grant reasonable access to the Town and its consultants, contractors, agents and representatives to the selected property for such inspections and investigations.
- d. The property will be delivered vacant and free of all tenants, occupants and personal property, unless specifically agreed to by both parties in writing.
- e. The seller shall deliver good and sufficient marketable title to the selected property and deliver Warranty deed conveying said property to the Town of Smithfield, subject only to those easements, restrictions and encumbrances which

are acceptable to the Town and do not interfere with the use of the property for general municipal purposes, including but limited to use as a fire station.

- f. The Town shall be under no obligation to purchase the property. The purchase and sales agreement shall be voidable by the Town of Smithfield including but not limited to the following circumstances :
 - 1. The Town determines at any time prior to the closing that the property and/or the improvements thereon are not suitable for its specific needs.
 - 2. The information contained in the proposal proves to be inaccurate.
 - 3. The Town fails to obtain requisite approval and/or adequate appropriation by an affirmative vote of the Smithfield Town Council.
 - 4. The Town finds undisclosed hazardous waste or hazardous materials on the property.

D. INQUIRIES

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

Carlos A. Santos
Purchasing Agent
64 Farnum Pike
Smithfield, RI 02917
csantos@smithfieldri.com

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

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

G. INSTRUCTIONS TO BIDDERS

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

3. A proposal must include the following attachments:
 - a. Attachment A properly completed and executed.
 - b. Attachment B properly completed and executed.
 - c. Attachment C properly completed and executed.
 - d. Attachment D properly completed and executed.

H. EVALUATION CRITERIA:

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



ATTACHMENT A PRICE PROPOSAL FORM

Agrees to respond on: **Purchase of Real Property**
Date and time to be opened: **Tuesday, June 27, 2023 at 10:00 AM**

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

Property with an existing structure

Property Address: _____

Assessor's Map and Lot Number: _____

Registry of Deeds Book and Page: _____

The proposed contract price is

_____ Dollars(\$ _____).

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

Date: _____

Name of Proposer: _____

Signature: _____

Business Address: _____

City, State, Zip: _____

Phone Number: _____



ATTACHMENT B

PROPOSAL TO SELL REAL ESTATE TO THE TOWN OF SMITHFIELD

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

Signed: _____ Date: _____

Printed Name of above: _____



ATTACHMENT C

PROPOSAL TO SELL REAL ESTATE TO THE TOWN OF SMITHFIELD

CERTIFICATE OF NON-COLLUSION

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

Signature: _____

_____ Date

_____ Print Name and Title

_____ Company Name



ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

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

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

3. Type of transaction: Sale

4. Seller(s): _____

Purchaser: Town of Smithfield

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

Name:

Address:

_____	_____
_____	_____
_____	_____
_____	_____



TOWN OF SMITHFIELD
SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL

FROM: CARLOS SANTOS, PURCHASING AGENT

SUBJECT: ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR REMAINING ALTERNATE ITEMS NOT PREVIOUSLY APPROVED; CONSTRUCTION OF THE CONCESSION BUILDING, GRANDSTAND WITH PRESS BOX AND TRACK & FIELD MAIN ENTRANCE FOR THE BOYLE ATHLETIC COMPLEX

DATE: JUNE 13, 2023

CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS
JAMES M. PARTRIDGE, PRINCIPAL ARCHTTECT, ROWSE ARCHITECTS
JOHN RACINE, OWNER'S PROJECT MANAGER, RGB ARCHITECTS

BACKGROUND:

At the April 18, 2023 Town Council Meeting, approval was granted to advertise the Boyle Athletic Field Complex and at the May 22, 2023 bid opening date, four (4) proposals were received.

At the June 6, 2023 Town Council meeting, approval to award the Base Bid for all structural, Architectural, plumbing, mechanical and electrical work. Alternate two (2) for Athletic Field Synthetic Turf Upgrade. Alternate three (3) to furnish and install a Home Athletic field scoreboard at southeast corner of Athletic field running track, was granted to the lowest qualified bidder Green Acres Landscaping & Construction.

The plan at that time was to advertise a separate RFP for the remaining Alternate items: construction of the Concession Building, Grandstand, Press-box and Track & Field main entrance at the Boyle Athletic Complex at the High School.

The Owner's Project Manager (OPM) RGB Architects in conjunction with Rowse Architects and members of the Boyle Building Committee are requesting that the Town Council allow the advertising of this Request for Proposal (RFP) for the remaining Alternate items not previously approved.

FINANCIAL IMPACT:

Thru the Boyle Athletic Field Project funds.

ATTACHMENTS:

Copy of the RFP and Contract documents from RGB Architects.

MOVED:

The Smithfield Town Council hereby authorizes the advertisement of this the Request for Proposal (RFP) for the construction of the Concession Building, Grandstand, Press-box and Track & Field main entrance at the Boyle Athletic Complex at the High School, subject to review and approval by the Town Solicitor.

SECTION 00 00 06 – INVITATION TO BID

Notice is hereby given that, the Smithfield Public Schools, 49 Farnum Pike, Smithfield, Rhode Island 02917 hereinafter called the "OWNER" is requesting General Contractors to submit a Lump Sum Price for the "**Smithfield High School – Boyle Athletic Field Complex Concession Building, Grandstand with Press-box and Track & Field Main Entrance Improvements**", located at 90 Pleasant View Avenue, Smithfield, Rhode Island 02917.

Bidders are invited to submit separate sealed BIDS to the Owner per Instructions to Bidders and Supplementary Instructions to Bidders. Bids shall be submitted in duplicate. The sealed proposals shall be delivered before **11:30 AM local time, July 13, 2023** to Town of Smithfield, c/o Mr. Carlos Santos, Smithfield Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island 02917. Proposals received after the above time will not be accepted. Bids will be publicly opened.

The CONTRACT DOCUMENTS may be downloaded on or after **June 22, 2023** at no charge at www.rowsearchitects.com by clicking on bid opportunities or at www.questcdn.com under Login using **QuestCDN#8562193**. Contact Quest CDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. Contractors may also download the Contract Documents (drawings and specifications in "pdf" format for their use) by accessing the following websites:

BidNet Direct; <https://www.bidnetdirect.com/rhode-island/smithfieldri>
Beacon Purchasing: <https://www.beaconbid.com/agency>
Town of Smithfield website, Purchasing and Bids page located at the following link:
<https://www.smithfieldri.com/bids/>
Public Purchase: <https://www1.publicpurchase.com/gems/browse/home>

Printing of the Contract Documents shall be at the Contractor's expense.

A certified check or Bid Bond, payable to the Owner in the amount of Five Percent (5%) of the contract bid amount, **MUST** be furnished by each General Contractor in accordance with the provisions included in the Instructions to Bidders.

A Performance Bond of One Hundred Percent (100%) of the contract price and a Labor and Material Bond of One Hundred Percent (100%) of the contract price with a satisfactory surety company will be required of the successful Bidder.

The technical point of contact for this project is Mr. James M. Partridge, Project Architect, Rowse Architects, Inc., who can be contacted at (401) 331-9200 or by email at jpartridge@rowsearch.com.

All questions shall be submitted in writing to Mr. Carlos Santos, Smithfield Purchasing Agent, by email to: csantos@smithfieldri.com no later than 4:00 PM (EST) on Thursday, July 6, 2023.

A **MANDATORY** Pre-Bid meeting will be held starting at the Smithfield High School, **90 Pleasant View Avenue, Smithfield, RI 02917 on June 29, 2023, starting at 2:30 PM.**

A Certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation, and a payment and performance bond, each in the amount of 100% of the project will be required of the successful bidder.

The Town of Smithfield, Rhode Island is exempt from payment of the Rhode Island Sales Tax under the 1956 General laws of the State of Rhode Island, 44-18-30 Paragraph I, as amended. The Town of Smithfield is exempt from payment of Federal Excise Taxes. The bid must be exclusive of taxes and will be so construed. Exemption certificates will be provided to the successful General Contractor and their sub-trade contractors.

The payment of Davis Bacon Requirements or Prevailing Wages is required on this project. Bidder's attention is called to the provisions for equal employment opportunity.

The Smithfield School Department, Smithfield Rhode Island reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

Dawn Bartz, Superintendent

"An Equal Employment Opportunity/Affirmative Action Employer"



SMITHFIELD SCHOOL DEPARTMENT

49 Farnum Pike
Smithfield, RI 02917

Request For Proposals/Bids

RFP # 230620

Construction Services

SMITHFIELD HIGH SCHOOL –
BOYLE ATHLETIC FIELD COMPLEX CONCESSION BUILDING, GRANDSTAND WITH PRESS-BOX
AND TRACK & FIELD MAIN ENTRANCE IMPROVEMENTS

Bid Packages for Construction Services will be received by the Purchasing Agent at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island on or before **11:30 a.m., July 13, 2023.**

This Request for Proposals/Bids (RFP) may be obtained from the following websites:

BidNet Direct; <https://www.bidnetdirect.com/rhode-island/smithfieldri>

Beacon Purchasing; <https://www.beaconbid.com/agency>

Town of Smithfield website, Purchasing and Bids page located at the following link:

<https://www.smithfieldri.com/bids/>

Public Purchase: <https://www1.publicpurchase.com/gems/browse/home>

General Solicitation Schedule

RFP Released:	June 22, 2023
Mandatory Walkthrough/Tour	June 29, 2023 @ 2:30 pm
Proposer Questions and Clarifications submissions by:	July 6, 2023 @ 4:00 pm
Bid Packages Due:	July 13, 2023 @ 11:30 am
Anticipated Consultant Engagement:	August 11, 2023

SUPPLEMENTAL INSTRUCTIONS TO SUBMITTERS

1. Receipt of Proposals/Bids

Proposals/Bids packages must be enclosed in an opaque envelope addressed to the Town of Smithfield, 64 Farnum Pike, Smithfield, Rhode Island, 02917 Attn: Carlos Santos, Purchasing Agent, bearing the name and address of the Submitter. The Town of Smithfield and Smithfield School Department reserve the right to reject any/all qualifications packages, waive any informalities in the received packages and to accept Qualification Packages, deemed most favorable to the interest of the Smithfield School Department.

2. Sealed Package Labeled clearly as follows:

**SMITHFIELD HIGH SCHOOL – BOYLE ATHLETIC FIELD COMPLEX CONCESSION BUILDING,
GRANDSTAND WITH PRESS-BOX AND FIELD & TRACL MAIN ENTRANCE IMPROVEMENTS**

3. Questions

All questions should be submitted to the Purchasing Agent by email to: csantos@smithfieldri.com no later than July 6, 2023, 4:00pm. Questions received after the deadline will not be reviewed or answered. All information given by the Town of Smithfield, except by written addenda, shall be informal and shall not be binding upon the Town of Smithfield nor shall it furnish a basis for legal action by any Submitter or prospective Submitter against the Town of Smithfield.

4. Submission of Bids

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

- a. Smithfield School Department, also referenced in the RFP as the "District", assumes no responsibility for submissions not received at the correct address or time. Late or misdelivered submissions will not be considered.
- b. The District will decide when the specified time has arrived to virtually open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

5. Prices

- a. Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

6. Rhode Island Sales Tax

- a. The Regional District is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of State of Rhode Island, 44-18-30 (1), as amended.

7. Federal Excise Taxes

- a. The District is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. Equal Employment Opportunity Policy Statement

- a. For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Smithfield School Department pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.
- b. The Smithfield School Department is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The Smithfield School Department shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

9. Schools Right to Reject

- a. The Smithfield School Department reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the District.

10. Labor Regulations

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246

11. Payment

- a. Payment terms shall be set forth in the AIA Document A101 – 2017 Standard Form of Agreement Between Owner and General Contractor – Stipulated Sum and AIA Document A201 – 2017 General Conditions.

GENERAL PROJECT INTENT

The Smithfield High School Boyle Athletic Field Complex Improvements work shall include the following:

1. Furnishing and install a new ADA compliant home field 556 total seat permanent beam design grandstand with an 7'-0" wide X 24'-0" long X 9'-10-7/8" high home field pre-manufactured grandstand press box assembly with permanent foundation system that includes ADA seating, ADA ramps, ADA guardrails, ADA handrails, located where the existing visitor bleachers to be removed at the north side of the track and field separate from this contract are currently located as called out on drawings L1.23.B, L3.07, L3.08, and L3.09 and Specification Section 116820.
2. Furnish and install a new entrance plaza at the northwest side of the track and field that will include decorative brick and concrete pavement, a Sentinel monument, ornamental bench seating and landscape to create an inviting gateway to the new and improved athletic complex and a new visitors patio space located between the new concession building and home bleacher grandstand that will include fixed picnic style seating to enjoy food and refreshments, a new "Wall of Champions" will reside at the edge of the new patio located between the new concession building and the home field grandstand to highlight accomplishments by teams or players of Smithfield High School as called out on drawing L1.23.B and as specified in Specification Sections 033000, 044316, 047215, and 323300. The new entrance plaza will also include flagpoles, and athletic litter/recycle receptacles as called out on drawings L3.01, L3.02, LP1.23, and LP3.10 and as specified in Specification Section 321313, 321400, 321540, 323113, 323300, and 329300.
3. Furnish and install a new concession building located between the new entrance plaza and the new home field grandstand that will include men's and women's ADA accessible restrooms, a ticket booth, and a concession area facing the track & field that will provide visitors public services, food/beverage for various high school planned games and events as called out on drawings S1.0, S2.0, S3.0, S4.0, S5.0, A0.0,A1.0,A1.1,A3.0, A4.0, A4.1, A7.0, P0.1, P1.0, P2.0, M1.1, E0.1, E1.0, E2.0, and FA1.0 and as specified in Specification Sections 033000, 036000, 042200, 044316, 047215, 051200, 061053, 062000, 072100, 073113, 076200, 079200, 081113, 083313, 084113, 085113, 087100, 088000, 099100, 101400, 102113, 102800, 114000, 123450, 220000, 230000, 260000, 321313, 321400, 321540, 323300, 331100, 333000, and 334000.



Town of Smithfield

OFFICE OF PURCHASING AGENT
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.COM

CARLOS SANTOS
PURCHASING AGENT

DATE: June 12, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Robert Caine, Parks & Recreation Department Director
RE: The Parks & Recreation Department is requesting the Town Council Rescind the RFP # 2023-0324 – Concession Services – Play for All Pavilion at Deerfield Park, and the bid received from Brewology LLC, located in Smithfield, RI.

BACKGROUND:

At the Tuesday, May 2, 2022 Town Council meeting, The Town Council approved a Request for Proposal (RFP) be advertised on behalf of the Parks & Recreation Department to solicit a concierge to operate the concessions at the Play for All Pavilion at Deerfield Park.

The bid closing date was on May 24, 2023 and only one (1) bid was received, Brewology, LLC.

The Evaluation Committee reviewed the proposal and because only one bid was received, there is no way to determine if this is an equitable proposal. After careful review, it was determined that it is not in the best interest to the Town to award this bid to Brewology LLC, based on one sole respondent. Therefore, the Evaluation Committee, is recommending that the Town Council rescind the RFP and the bid from Brewology LLC.

FINANCIAL IMPACT:

There is no impact.

RECOMMENDATION:

That the Town Council Rescind RFP # 2023-0324 – Concession Services – Play for All Pavilion at Deerfield Park, and the bid received from Brewology LLC. The RFP will be modified and re-advertised.

ATTACHMENTS:

Copy of the Bid Tabulation Summary and Brewology LLC, bid form.

MOTION:

That the Smithfield Town Council hereby Rescind RFP # 2023-0324 – Concession Services – Play for All Pavilion at Deerfield Park, and the bid received from Brewology LLC, located in Smithfield, RI.



TOWN OF SMITHFIELD

BID TABULATION
PARKS & RECREATION DEPARTMENT

DATE: May 24, 2023

PROJECT: CONCESSION SERVICES - PLAY FOR ALL PAVILION AT DEERFIELD PARK

PREPARED BY:

CARLOS SANTOS
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	TWO YEAR ANNUAL CONTRACT PRICE MAY 31, 2023 TO MAY 30, 2025	OPTIONAL TWO YEAR EXTENSION CONTRAT PRICE MAY 31,2025 - MAY 30, 2027	
BREWOLOGY, LLC. 9 CEDAR SWAMP ROAD, UNIT 4 SMITHFIELD, RI 02917	ALBERT S. GIZZARELLI JR. PHONE 401-639-0066 EMAIL_BREWOLOGYRI@GMAIL.COM	\$3,500.00	TO BE DISCUSSED	

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

TOWN of SMITHFIELD
State of Rhode Island



ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: Concession Services - Play for All Pavilion at Deerfield Park
Date and time to be opened: 10:00am on Wednesday, May 24, 2023

VENDOR NAME:	Brewology, LLC.
VENDOR ADDRESS:	9 Cedar Swamp Rd, Unit 4
CITY, STATE, ZIP:	Smithfield, RI 02917
Soc. Sec. # or Fed. ID #	87-4502919

1. Total Annual Contract Price - (Contract is Valid May 31, 2023 to May 30, 2025)
Seasonal Operations: April 1 to October 31

three thousand five hundred (Annual Contract in words) \$ 3500.- (Annual Contract in Figures)

2. Total Annual Contract Price - Optional Two Year Extension (Contract is Valid May 31, 2025 to May 30, 2027) Seasonal Operations: April 1 - October 31

To Be Disposed. (Annual Contract in words) \$ _____ (Annual Contract in Figures)

PHONE 401-639-0066 FAX 401-934-2988

EMAIL Brewologyri@gmail.com

Albert S. Gizzarelli Jr. (CONTACT PERSON NAME) Member (TITLE)

[Signature]
AUTHORIZED PERSON SIGNATURE

Concession Services – Play for All Pavilion at Deerfield Park

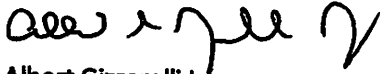
Brewology, LLC.

9 Cedar Swamp Road

Smithfield, RI 02917

We are a local business with 2 locations within a mile from the concession. We can provide fresh baked goods daily, along with other drinks and items. We have catered for, teachers, local police and other functions. With a full staff and management for our current locations, we would have no issues providing staffing for the concession stand.

We will be willing to discuss any further contract amounts and items needed.



Albert Gizzarelli Jr.

401-639-0066



CARLOS SANTOS
PURCHASING AGENT

Town of Smithfield

PURCHASING AGENT
FINANCE OFFICE, SMITHFIELD TOWN HALL
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000 EXT: 138
EMAIL: CSANTOS@SMITHFIELDRI.COM

DATE: May 10, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Robert Caine, Parks & Recreation Director
RE: Concession Services at the Play for All Pavilion at Deerfield Park.

Background:

At the May 2, 2023 Town Council meeting, the Town Council approved advertising an Request for Proposal (RFP) for a Concierge to operate the concessions at the Play for All Pavilion at Deerfield Park. The bid closing date was on May 24, 2023 and only one (1) bid from Brewology LLC was received

The Evaluation Committee, after careful review, determined that it was not in the best interest of the Town to award this Bid based on one sole respondent. The Parks & Recreation Department on a separate memo in from of the Town Council has requested that the previous Request for Proposal (RFP) and received Bid be Rescinded and have the Purchasing Agent modify the RFP and submit for Town Council approval to re-advertise.

Financial:

The Smithfield Parks & Recreation Department will receive monthly rental income, from an outside vendor, to operate the concession stand and all revenue will be reinvested in adaptive playground equipment as well as future programming activities.

Recommendation:

That the Town Council approve the re-advertisement of the updated RFP and new Concessions Services Agreement at the Smithfield's Deerfield Park – Play for All Pavilion for the contract period of July 1, 2023 to June 30, 2025. Subject to final review by Town Solicitor.

Attachments:

Copy of the RFP and Play for All Pavilion – Concession Services Agreement.

MOVED:

That the Smithfield Town Council hereby authorize the Purchasing Agent to advertise this updated RFP for Concession Services at the Smithfield's Deerfield Park – Play for All Pavilion for the new contract period of July 1, 2023 to June 30, 2025. Subject to final review by Town Solicitor.

TOWN of SMITHFIELD
State of Rhode Island



Request for Proposals

RFP # 2023-0613

Concession Services Agreement —Deerfield Park, Smithfield at
Play for All Pavilion

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Introduction:

The Town of Smithfield is seeking Proposals for Concession Services at the Play for All Pavilion at Deerfield Park. The Town is looking to enter into a two (2) year contract for the period commencing **July 1, 2023 to June 30, 2025**, with an optional two (2) years extension that may be exercised at the sole discretion of the Town.

Sealed proposals must be received at the Finance Office by the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 by **10:00am EST on Thursday, July 6, 2023** at which time all bids will be publicly opened and read aloud.

TOWN of SMITHFIELD
State of Rhode Island



Terms and Requirements for Proposals

Item Description: Concession Services Agreement—Deerfield Park, Smithfield, at the Play for All Pavilion

Date and Time to be OPENED: Thursday, July 6, 2023 at 10:00 AM EST

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

Instructions

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

TOWN of SMITHFIELD
State of Rhode Island

NOTICE TO VENDORS

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

TOWN of SMITHFIELD
State of Rhode Island

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

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

SPECIFICATIONS

1. The Town of Smithfield is seeking proposals for Concession Services for the Play for All Pavilion at Deerfield Park. The Play for All Pavilion is a Seasonal Operation business that is expected to be open from April 1 to October 31. Below is a listing of leagues that utilize Deerfield Park:
 - (1) Lacrosse Field
 - (1) Little League Baseball Fields
 - (2) Outdoor Basketball Courts
 - (4) Outdoor Tennis Courts
 - (10) Soccer Fields
2. The contract period shall be in effect for two (2) years, for the period commencing **July 1, 2023 to June 30, 2025**, with an optional two (2) years extension that may be exercised in the sole discretion of the Town.
3. Award will be made on the basis of the lowest qualified evaluated bid price meeting all terms and specifications deemed to be in the best interest of the Town of Smithfield.

REQUIREMENTS

1. Insurance – Contractor is required to provide evidence of auto liability, general liability and workers' compensation coverage in amounts acceptable to the Town.

TOWN of SMITHFIELD
State of Rhode Island

2. Have sufficient manpower to provide services as outlined in the Concessions Services Agreement as determined by the Town.
3. Provide a list of at least three (3) client references. Including contact name, phone and type of services provided.
4. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.
5. Responders must guarantee that the services can be provided to the Town of Smithfield Department within the time specified in the proposal documents.
6. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
7. The Concessionaire will be responsible for ensuring the restrooms are open/unlocked during operating hours and closed/locked when concessions close for the day. Also responsible for maintaining restrooms in a sanitary condition. Bathroom supplies will be furnished by the Town of Smithfield.
8. Inquiries:
Inquiries concerning clarification on any portion of this Agreement should be made to:

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

TOWN of SMITHFIELD
State of Rhode Island

10. Cost Proposal:

a. The cost proposal should include the following information:

1. The responder shall submit Attachment "A" filled out completely.
11. The cost proposal should contain all pricing information relative to performing the services as described in Concession Services Agreement.
111. The pricing shall remain for the duration of the contract.

11. Evaluation Criteria:

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

b. Proposal will be evaluated on the following:

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

11. Final Selection

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

TOWN of SMITHFIELD
State of Rhode Island



ATTACHMENT A
COST PROPOSAL FORM

Agrees to respond on: Concession Services - Play for All Pavilion at Deerfield Park
Date and time to be opened: 10:00am on Thursday, July 6, 2023

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

1. Total Annual Contract Price - (Contract is Valid July 1, 2023 to June 30, 2025)
Seasonal Operations: April 1 to October 31

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

2. Total Annual Contract Price - Optional Two Year Extension (Contract is Valid July 1, 2025 to June 30, 2027) Seasonal Operations: April 1 – October 31

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

PHONE _____ FAX _____

EMAIL _____

_____ TITLE
CONTACT PERSON NAME

AUTHORIZED PERSON SIGNATURE

TOWN of SMITHFIELD
State of Rhode Island



**Play for All Pavilion at Deerfield Park
Concessions Services Agreement**

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

The Town grants to the concessionaire the use of the concession area in the Play for All Pavilion, Deerfield Park, located at 100 Lisa Ann Circle, Smithfield, Rhode Island for the period commencing **July 1, 2023 through June 30, 2025** to be used solely for the purpose of selling soft drinks, candy, ice cream, food, and other refreshments, under the terms and conditions hereinafter stated. Business shall be carried on from the part of the building as designated by the Smithfield Department of Parks & Recreation Director. This concession services agreement is a two year contract with an optional two year contract. To be eligible for a contract extension the concessionaire must submit a financial summary of concession operations at the Play for All Pavilion in the form of an income statement, acceptable to the Town Finance Director, for the prior fiscal year's operations 60 days prior to the date of renewal. The approval of any contract extension shall be in the sole discretion of the Town Council.

The concession area shall be opened whenever organized activities are being held at Deerfield Park with advance notice schedule or notification given to the concessionaire. Days and hours of operation must be approved by the Department of Parks & Recreation Director prior to the season's opening. The present required Concession Stand Hours of Operation are attached hereto. These hours of operation may be modified or increased by the Department of Parks & Recreation Director with advance notice to the concessionaire.

The Parks & Recreation Department reserves use of the Concession Stand, Play for All Pavilion (at Deerfield Park) weekdays from 9-11 AM during the academic year. This time is to be used for the purpose of inclusive participation in a community-based setting focusing on life skills and work readiness training for high school students with special needs. Students will be working with a high school buddy and/or Transition Staff Member. Approved vendor will not be required to hire, train, supervise, or compensate students; however, must supply and maintain program inventory.

The concessionaire must supply his own electrical equipment, or any other equipment needed, which equipment shall be used only upon the approval of the Department of Parks & Recreation Director. Preparations and setup of concession area shall be the responsibility of the concessionaire. All necessary regulations, repairs, improvements, and maintenance of the concession area shall be the responsibility of the Town.

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The quality of food served, the prices charged and any other factor affecting the public interest must be approved by the Department of Parks & Recreation Director before the concessions is opened and the Town reserves the right to regulate the sale of any commodity and to impose reasonable regulations necessary or proper for the protection of the public.

1. No advertising signs shall be posted except for price lists, unless approved by the Department of Parks & Recreation Director.
2. No goods shall be dispensed in glass containers. All containers, wrappers and other papers shall be picked up within the concession area by the concessionaire or persons in his/her employ. The concession area shall be kept neat and clean at all times.
3. The concessionaire shall comply with all state and local laws and regulations.
4. The concessionaire shall hold the Town harmless from any loss, injury, or damage to any person or property arising out of the operation of the concession, including products liability.
5. The concessionaire must submit a certificate of insurance, which includes general liability, product liability, vehicle liability and Workmen's Compensation in the amount of \$1,000,000 and naming the Town of Smithfield as the additional insured on the policy with 30 days advance notice of cancellation and stated on the certificate. The certificate of insurance must be submitted prior to the commencement of the contract.
6. This agreement cannot be assigned or transferred.
7. The Town reserves the right, acting through the Department of Parks & Recreation Director, to make any other rules and regulations pertaining to the concessionaire which are reasonable and are in the best interest of the Town and the public. The Department of Parks & Recreation Director may order unsatisfactory service and conditions to be remedied by the contracted vendor with failure to do so being grounds for the termination of the contract.
8. The concessionaire shall have the responsibility of securing the concession area, but duly authorized representatives of the Town shall have access to the concession area at all reasonable times.
9. The Concessionaire will be responsible for ensuring the restrooms are open/unlocked during operating hours and closed/locked when concessions close for the day, and, maintain restrooms in a sanitary condition. Bathroom Supplies will be furnished by the Town of Smithfield.

TOWN of SMITHFIELD

State of Rhode Island

10. No beer, wine or any alcoholic beverages or tobacco items shall be available or sold at any time in the Play for All Pavilion at Deerfield Park.
11. The soft drink/ beverage agreement shall remain in the sole operation and responsibility of the Play for All Pavilion at Deerfield Park and shall be administered by the Department of Parks & Recreation Director. All soft drinks/ beverages sold for resale must be purchased through the Play for All Pavilion at Deerfield Park and the concessionaire is required to purchase a minimum of 450 cases of product per year.
12. The Town of Smithfield is not responsible for any minimum or guaranteed gross sales for the contract period and shall not be expected to issue reimbursements or rebates of any kind to the business awarded the contract.
13. The concessionaire shall pay to the Town amount stated in Section #1 of this agreement. The concessionaire is also required to submit a financial summary of concession operations at the Play for All Pavilion at Deerfield Park in the form of an income statement, acceptable to the Town Finance Director, 60 days prior to the end of this contract.
14. The contract price stated above shall be payable in three installments for the first contract year as follows:

1st payment – July 15, 2023	
2nd payment – October 15, 2023	
3rd payment -January 15, 2024	
4th payment -March 15, 2024	
5th payment -July 15, 2024	
6th payment -October 15, 2024	
7th payment -January 15, 2025	
8th payment - March 15, 2025	

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

1st payment – July 15, 2023
2 nd payment – October 15, 2023
3 rd payment – January 15, 2024
4 th payment – March 15, 2024
5 th payment – July 15, 2024
6 th payment – October 15, 2024
7 th payment – January 15, 2025
8 th payment – March 15, 2025

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



Play for All Pavilion at Deerfield Park

100 Lisa Ann Circle
Smithfield, Rhode Island 02917
Phone: (401) 349-0612

Proposed Concession Services Hours of Operations (April 1- October 31)

Sundays	10 AM to DUSK
Mondays	3 PM to DUSK
Tuesdays	3 PM to DUSK
Wednesdays	3 PM to DUSK
Thursdays	3 PM to DUSK
Fridays	3 PM to DUSK
Saturdays	10 AM to DUSK

Notes:

1. Any changes to the concession stand hours of operation, by the contracted concessionaire, have to be approved by the Department of Parks & Recreation Director.
2. Additional hours of operation may be required as the Play for All Pavilion at Deerfield Park event schedule dictates.

Recommended Motion:

That the Smithfield Town Council hereby authorizes a Block Party on Kimberly Ann Drive from 12:00 p.m. to 10:00 p.m. on Saturday, July 29, 2023 subject to the applicant notifying the Police Department and Fire Department and filing a noise permit with the Police Department.

Donna Corrao

Subject: FW: [EXTERNAL] Smithfield Block Party Request

From: Nicholas Ricci <nicholasricci27@gmail.com>

Sent: Monday, June 5, 2023 2:18 PM

To: Donna Corrao <dcorrao@smithfieldri.com>

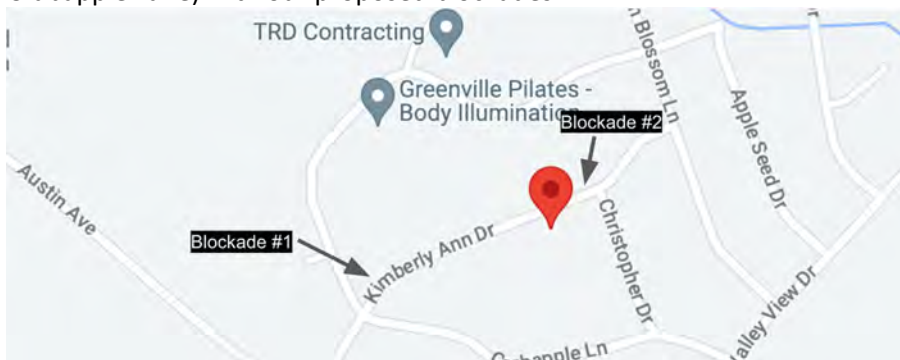
Cc: Carol Banville <cbanville@smithfieldri.com>

Subject: [EXTERNAL] Smithfield Block Party Request

Good afternoon Donna,

My name is Nicholas Ricci and I am a Smithfield resident. On behalf of our neighbors, I am inquiring about having a block party on Saturday, July 29. I reached out to Carol Banville, who is CC'd on this email, as well as the Smithfield Police Department and Smithfield Fire Department about meeting all Smithfield regulations for approval. I have spoken to our neighbors on our street, Kimberly Ann Drive, which is off of Austin Avenue, and they are very excited to be part of this event. We wanted to have a summer party for our children on our street, who spend a lot of time playing, but could all meet together for this one event!

As a former New Yorker, block parties have always been a great time for our neighborhoods. We would request to have our street partially blocked off so that we could have a safe gathering for our neighbors. These would be temporary blockades that would avoid cars coming down our part of the street during the party. Below is a map of our street, which will show there will still be access to all streets beyond Kimberly Ann Drive (via Val Jean Drive and Crabapple Lane) with our proposed blockades.



We are very conscious of keeping everybody safe and would adhere to all regulations set by the city, as well as the Police and Fire Departments. I would also fill out the noise permit, if we were going to play music. We have lots of younger children on our street, so we would not play music into the later part of the night and would bring the party to an end before the city's noise curfew.

Thank you for your time and consideration. We are hoping for approval from the Town Council for our block party.

Sincerely,
Nicholas Ricci

Recommended Motion:

That the Smithfield Town Council hereby cancels the September 5, 2023 Town Council meeting.