

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
August 8, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, AUGUST 8, 2023
6:15 P.M.**

6:15 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to consider, discuss and act upon a potential land purchase and Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Patricia Williams and Paul Harrison for possible appointment 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 8, 2023 work session meeting be approved as recorded.
 - B. Move that the minutes of the July 11, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to consider, discuss and act upon the potential disposition, sale or lease of surplus Town Property be approved as recorded and sealed.
 - C. Move that the minutes of the July 11, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Boyle Athletic Complex Building Committee.

VIII. Public Hearings:

- A. Schedule a public hearing on September 19, 2023 to consider and act upon amendments to Chapter 321 of the Code of Ordinances entitled “Taxation” to amend Article VI “Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property”.
- B. Schedule a public hearing on September 19, 2023 to consider and act upon amendments to Chapter 305 of the Code of Ordinances entitled “Stone wall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7.
- C. Consider scheduling a Show Cause Hearing on Tuesday, September 5, 2023 to consider, discuss, and act upon the possible suspension, revocation, or other sanction regarding the listed Victualling Only License, due to non-renewal or non-compliance with the conditions of renewal:
 1. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swap Road (Failure to produce a copy of the Retail Sales Permit)

IX. Licenses:

- A. Consider, discuss and act upon approving one (1) One-Day Beer/Wine License for the Smithfield Senior Center as follows:
 - Hawaiian Luau to be held on Thursday, August 17, 2023 from 12:00 p.m. to 3:00 p.m.The party will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 12:00 p.m. to 3:00 p.m., as applied, subject to all State regulations and local ordinances.
- B. Consider, discuss, and act upon approving one (1) Special Event License for Revive the Roots for “Rootstock”, 374 Farnum Pike on the following date:
 - Saturday, September 23, 2023 from 12:00 pm. to 7:00 p.m.All Special Event Licenses for Revive the Roots are subject to compliance with all State regulations, local ordinances and a final electrical inspection.
- C. Consider, discuss, and act upon approving a new Holiday Sales License for Tan Sons Enterprises, Inc. d/b/a “Shop N Go”, 105 Pleasant View Avenue, Unit C as applied subject to compliance with all State regulations and local ordinances.

X. Old Business:

- A. Consider, discuss, and act upon cancelling the September 5th Town Council meeting.

XI. New Business:

- A. Consider, discuss, and act upon adopting a resolution establishing a Friendship Relationship between the Town of Smithfield and the City of Stepanakert in the Republic of Artsakh sponsored by Councilman John J. Tassoni, Jr.
- B. Consider, discuss, and act upon authorizing the Fire Department to purchase a Motorola MCC7500 Dispatch Console in the amount of three hundred, seventeen thousand, six hundred thirteen dollars and zero cents (\$317,613.00) with two hundred thousand dollars and zero cents (\$200,000.00) being funded from the RI Emergency Management Agency and one hundred seventeen thousand, six hundred thirteen dollars and zero cents (\$117,613.00) being funded from the Bryant Fire & Police Services billing account.
- C. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract addendum with Rosewood Consulting for grant administration and writing for an amount not to exceed forty-eight hundred dollars and zero cents (\$4,800.00) per month for a period of twenty-four (24) months.
- D. Consider, discuss, and act upon the first amendment to the Land Lease Agreement of the Verizon Cell Tower located behind Fire Station #1, 607 Putnam Pike.
- E. Consider, discuss, and act upon authorizing a request for a fire lane for the right-of-way behind 160 Stillwater Road as recommended by the Fire Marshal.
- F. Consider, discuss, and act upon authorizing the Fire Department to purchase an ambulance cot, through the RI Master Price Agreement #370, for an amount not to exceed twenty-two thousand, two hundred seventy-five dollars and zero cents (\$22,275.00).
- G. Consider, discuss, and act upon authorizing the Smithfield Police Department to purchase a NICE Recorder from Intlx Solutions, Canton, MA, through the Massachusetts Higher Education Consortium, in the amount of thirteen thousand, two hundred eighty dollars and zero cents (\$13,280.00) with funds available through the Department's Restricted Revenue Account.
- H. Consider, discuss, and act upon authorizing the Police Department to purchase four (4) fully equipped police vehicles from Colonial Municipal Group of Marlborough, MA, through the Greater Boston Police Council, in the amount of two hundred nineteen thousand, five hundred ninety dollars and forty cents (\$219,590.40) to be financed through the Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.

- I. Consider, discuss, and act upon adopting a resolution authorizing the financing of the purchase of Police Vehicles through the Smithfield Capital Lease Fund.
- J. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Sourcewell contract #060122, with ATS Equipment Inc. of Rehoboth, MA, for the purchase of a 3-ton vibratory roller for the Department of Public Works in an amount not to exceed forty-six thousand, nine hundred and ninety-five dollars and zero cents (\$46,995.00).
- K. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Plymouth County Commissioners contract, with MHQ of Marlborough, MA, for the purchase of an F-350 Utility Service Vehicle for the Department of Public Works in an amount not to exceed ninety-one thousand, one hundred ninety-five dollars and sixty-one cents (\$91,195.61).
- L. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Sourcewell contract #031721-VRM, with Vermeer Corporation of Pella, IA, for the purchase of a brush chipper for the Department of Public Works in an amount not to exceed ninety thousand, two hundred sixty-seven dollars and zero cents (\$90,267.00).
- M. Consider, discuss, and act upon adopting a resolution authorizing the financing of a vibratory roller, an F-350 Utility Vehicle, and a brush clipper through the Smithfield Capital Lease Fund.
- N. Consider, discuss, and act upon pole petitions from RI Energy Co. to install one new pole on Dean Avenue.
- O. Consider, discuss, and act upon authorizing the Town Manager to enter into a contract with Aharonian & Associates, Inc. for architectural services for phases 2 and 3 of the East Smithfield Neighborhood Center in an amount not to exceed twenty-eight thousand dollars (\$28,000.00) to be funded based on RI Master Price Agreement #494.
- P. Consider, discuss, and act upon authorizing the dedication of the Deerfield Park Tennis Courts to be named the "Jack Lawrence Tennis Courts."
- Q. Consider, discuss, and act upon adopting a resolution requesting the Planning Department and Building and Zoning Department conduct a bollard installation study relative to new business construction sponsored by Councilman John J. Tassoni, Jr.
- R. Consider, discuss, and act upon a request for a donation for the Smithfield Little League U-12 team sponsored by Councilman John J. Tassoni, Jr.

- S. Consider, discuss, and act upon authorizing the Town Manager to sign and file maintenance bond releases for 27 Oakdale Street.
- T. Consider, discuss, and act upon approving tax abatements in the amount of two hundred, sixty-nine dollars and ninety-six cents (\$269.96).
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: FRIDAY, AUGUST 4, 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.

**MINUTES OF SMITHFIELD TOWN COUNCIL
BUDGET AND FINANCIAL REVIEW BOARD
WORK SESSION**

Date: Thursday, June 8, 2023

Place: Smithfield Town Hall

Time: 6:00 P.M.

Present:

Town Council President T. Michael Lawton (excused)
Town Council Member Sean M. Kilduff
Town Council Vice President 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 (excused)
Town Clerk Lyn M. Antonuccio

Budget and Financial Review Board Chair Kate Zimmerman
Budget and Financial Review Board Member Kenneth Sousa
Budget and Financial Review Board Member Angelica Bovis
Budget and Financial Review Board Member Samantha Kerwin
Budget and Financial Review Board Joseph Tudino

A. Vice President Iannotti calls the June 6, 2023 Work Session to order at 6:00 p.m.

B. Emergency Evacuation and Health Notification.

C. Discussion Items:

1. Discuss Fiscal Year 2023-2024 Budget.

Vice President Iannotti would like to start with a report from the BFRB as to what their findings were relative to the Town Manager's budget.

BFRB Chair Zimmerman explains that she would like to discuss what she found in last year's budget.

Fire Department: An overage in overtime which was not budgeted for and was coming out of the General Fund. After discussions with the Town Manager and Fire Chief, the BFRB devised a RUBRIK that would allow for the hiring of floaters that would be able to fill some of the overtime hours in at a lower rate of pay. There was a grant awarded to the Fire Department which paid for twelve (12) floaters, along with their salaries/benefits for the next three (3) years. After the three (3) years, through attrition or retirement, they will be absorbed into the Operating Budget.

Police Department: A reduction of \$600,000 as this amount was required to go into their pension.

Chair Zimmerman states that the School Department had a very large increase to their transportation due to children going out of district, children that were homeless staying at a hotel (the Town is required to transport them), and the increase of gas prices.

Chair Zimmerman further states that there was a large increase of children going out of district, meaning if a child required special needs and the Town was unable to accommodate this, they would be sent out of district to a different program. The School Department has twelve (12) children going out of district at a cost of approximately \$71,000 - \$72,000 per child, and if a child is in the DCYF program the cost is \$98,000.

Chair Zimmerman also states that there were some areas which the BFRB could not do anything because they had automatic increases that needed to be placed in their budget. Chair Zimmerman explains that there was an increase in state aid, and the Town Manager looked at 2% and the BFRB reviewed all of the numbers to justify the 2%. Chair Zimmerman further explains that any money that was able to be saved on the Town's side of the budget, the BFRB recommended that is to go subsidizing a summer culinary CTE program at a cost of \$53,000. Chair Zimmerman also explains that this was an approximate \$700,000 increase to the Town appropriation to the schools for FY2023-2024.

Chair Zimmerman states the BFRB did not increase the Restricted School Capital Fund because they had not yet finished negotiations for transportation. Chair Zimmerman further states that after reviewing all of the numbers there was a .53 to the tax rate for residential, of which the senior tax freeze has been factored in.

Chair Zimmerman also states that there are needs within the School Department, and if they move forward with the CTE program, they will need to hire a teacher. Chair Zimmerman explains that the BFRB discussed placing money in the Restricted School Capital Fund for stoves and ovens to upgrade that area to attract children from other districts, which would increase revenue. Chair Zimmerman feels that the Town needs to be "forward thinking". Chair Zimmerman further explains children coming in from a district other than the current (5) the Town has an agreement with, the increase would be \$17,000.

Chair Zimmerman also explains that the School Department needs a box truck to transport food, and the money is not in the Restricted School Capital Fund. Chair Zimmerman states that there was a need for upgrades to the generator that would be used in the event of an evacuation of the Town. Chair Zimmerman further states that while these items are not in the budget, the BFRB feels they should be considered.

Vice President Iannotti questions the percentage increase in the tax rate. Town Manager Rossi states the percentage is 3.89%. Vice President Iannotti also questions the 4% limit. Town Manager Rossi states the 4% limit is for the levy. Chair Zimmerman states that the Town is at 2.94% for the levy.

Chair Zimmerman reminds the members that with regard to the re-assessments for last year 67% of the Town saw no increase/decrease to their taxes, and those that saw an increase were substantial.

Vice President Iannotti questions the \$600,000 decrease in the Police Department's budget as being an "anomaly" and why. Town Manager Rossi explains that it is a combination of the re-

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amortization of the pension fund as well as the actual results of investments for the year resulting in a reduction for one year. Vice President Iannotti states the Town currently has a budget level, however, next year there will be an increase of \$600,000 and a 3% increase. Chair Zimmerman explains that the market has begun to come back, and there may not be a \$600,000 increase next year.

Town Manager Rossi explains that when the investment policy was updated with the council, the rate of return assumption was reduced to 7^{1/4}.

Chair Zimmerman states that the Town has \$1.5M recommended for roads.

Member Kilduff questions if money was moved from the infrastructure funds during COVID. Town Manager Rossi explains that it was funded over an additional year. BFRB Member Kenneth Sousa states that the actuaries have a minimum and what “you should do”. Town Manager Rossi states that the Town is funded with the higher amount.

Member Sousa questions how funded the Town is. Town Manager Rossi explains that the one (1) will not swing the pendulum on the funding. Member Sousa states this could be the year to fund it better.

Chair Zimmerman states that the BFRB has significant concerns with the capital plan with regard to things that the Town needed such as infrastructure and other projects which come to approximately \$55M over a five (5) year period. Town Manager Rossi explains that there is \$1.5M currently in the budget.

Chair Zimmerman feels it was a challenging budget cycle trying ensure all of the needs are met without maxing out the tax levy.

Vice President Iannotti states on the capital side federal money was received last year, however, the Town needs to maintain its infrastructure because there is a cost for deterioration and that should be factored into the budget, therefore, it is not considered an honest budget.

Chair Zimmerman states that while it is not the BFRB’s job to choose what someone gets for a raise, some department heads brought forward the fact that the Town does not pay as much as other cities/towns, however, the BFRB decided to cap raises at 3% due do inflation issues.

Vice President Iannotti questions an increase of \$5,000 in the DPW’s budget. Chair Zimmerman explains that it appeared that the person had been overlooked. Vice President Iannotti states that the council cannot designate money for that purpose as this is the Town Manager’s prerogative. Vice President Iannotti further states that the Charter prevents the council from interfering with the Town Manager’s personnel decisions.

BFRB Member Bovis explains that money was put into a salary item and the Personnel Board and the Town Manager determines whether that money should be allocated to a salary. Member Bovis assures everyone that the BFRB did not unilaterally raise someone’s salary. Member Bovis further explains that money was allocated to the line item, and after evaluations, that determination can

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be made because the money is available if they so choose to use it.

Member Sousa states that the BFRB does not want to be the Personnel Board, and they should not be. Member Sousa further states that at Bryant University where he works, they have Merit and Parity Increases, for which you cannot compare your salary with others; you must prove you are good in teaching, research, and community service. Member Sousa suggests that in the future the council consider creating that budget item for the BFRB to review and then it can be reviewed by the council and Town Manager so the Personnel Board to make those types of decisions.

Member Bovis feels it is important for the council to know that no one on the BFRB raised anyone's salary. Member Bovis also feels that this is a misconception that people have.

Member Toppi questions if this was the recommendation of the Personnel Board and the Town Manager because that is what it looked like at their last meeting. Member Bovis explains it is money placed into a salary line item, which every department has, the employees then go the process they are required to go through (evaluation) by proving similar things to the Personnel Board. Member Bovis further explains that board would make a determination based on the money available whether a raise is permitted.

Member Toppi states that it seemed like the BFRB pushed for that. BFRB Member Samantha Kerwin states that this individual was the only one with a "zero increase". Member Samantha Kerwin further states this was a mistake, and the BFRB what to put an amount there so that after evaluation process there was the opportunity to give this individual a raise.

Member Kilduff questions the fluctuation in the Board of Canvasser's budget. Town Clerk Antonuccio explains that additional funds were needed do due an unforeseen Special Election to fill Congressman David Cicilline's seat. Town Clerk Antonuccio further explains that legislation has been introduced which would move the Presidential Preference Primary to April 2024 rather than June 2024, which would fall under this category. Town Clerk Antonuccio reminds the members that early voting will also take place twenty (20) days prior to each election.

Member Tassoni questions if the transportation issue with the School Department is completed. Superintendent Bartz explains that they are currently in negotiations, therefore, this is no finalized contract.

Vice President Iannotti questions if there will be a reduction in the contract from last time. Superintendent Bartz explains that regardless of the provider there will be a significant increase, and the number of buses, routes, children, cannot be changed. Superintendent Bartz further explains that as the Town moves forward with the Boyle project, athletics will be further away, the homeless operation is further away, therefore, at the very least, there will be double digit increases of the bus company. Superintendent Bartz is not sure if there will be a reduction.

Vice President Iannotti questions if there will be less of an increase than what was budgeted for. Superintendent Bartz thinks there would be a 15% increase, which is a slight reduction from 20%.

Member Tassoni questions the amount of students for next year. Superintendent Bartz explains

there are more students. Superintendent Bartz further explains that students are sent from RIDE, there is a homeless population that is increasing, and more students are being placed from DCYF.

Member Toppi questions if the homeless students were originally from Town. Superintendent Bartz explains that the majority of the children have never lived in Town. Superintendent Bartz further explains that under the law they must provide transportation, meals, and education.

Member Toppi questions is it essentially hotels only. Superintendent Bartz explains that they are not only from hotels, some live in other communities.

Member Tassoni requests a list showing the number of out of Town and homeless students as he and Town Manager Rossi are working on something pertaining to funding. Superintendent Bartz agrees to give them a list, and explains that if students are being transported to another district the cost is supposed to be split. Member Tassoni states that there have been discussions about additional funding for transportation/food, and the money should follow the student, however, this does not always happen.

Member Tassoni questions the status of special needs children because some of the homeless children's situation, they may not be up to speed with where they should be and require extra services. Superintendent Bartz explains that as of the budget she presented, there were twelve (12).

Member Tassoni questions if Superintendent Bartz was notified of the budget that is being taken up tomorrow with regard to the Town's funding which will be increased. Superintendent Bartz states she is aware of a slight increase.

Member Toppi questions if the school system periodically makes her aware that children will be coming to the district. Superintendent Bartz states that it is "as they come" and there is no planning or notification.

Member Tassoni questions how much was left over in snow plowing/removal budget from last year and where do it go. Member Tassoni suggests using the remaining funds for the new box truck. Superintendent Bartz thinks this is a great idea, however, she does not know if the remaining funds are still allocated for snow plowing. Superintendent Bartz agrees to get the information.

Member Kilduff questions if the 14.8% is taking into consideration the new fire station being open by then. Town Manager Rossi explains that this has to do with the SAFER Grant and adding of new employees.

Member Kerwin states that with the SAFER Grant there will be a larger decrease in the overtime. Town Manager Rossi explains that part of what they negotiated with the recent contract was reducing the limits of accumulation.

Member Kilduff questions if there is a plan in place for when the SAFER Grant funding is gone. Town Manager Rossi explains that over the three (3) year period the majority will make their way out through attrition and there will be numerous retirements during that timeframe which will allow for those floaters to slide into those positions.

Town Manager Rossi further explains that the longer amount of time we can have the floaters, the determination can be made if it is better to have staff or overtime.

Member Sousa states the BFRB is hoping to offset those hired and to continue to hire them, but there is a three (3) timeframe to determine where the overtime stands and if we can hire them while someone else is paying. Member Sousa further states that the eight (8) positions can be kept if a decrease is realized.

Chair Zimmerman explains that the Town was spending \$565,000 more than what was budgeted for overtime and it was coming from the General Fund. Chair Zimmerman further explains that if we have floaters being paid at a lower rate and those taking overtime being paid at a higher rate, the BFRB wanted to determine if there would be a savings. Chair Zimmerman also explains that if someone is training to get into the academy, or became disabled, etc. the positions were being filled with someone getting overtime, and now the floaters could slide into those positions as they become available.

Member Kerwin states that this will need to be analyzed because the BFRB was concerned about the difference the Town is paying out compared to someone taking overtime. Member Kerwin further states that what the floater is being paid was offset by the fact that the floater now will need benefits. Chair Zimmerman explains that before the SAFER Grant, the board was going to begin with two (2) to four (4) floaters, getting them into place, and determine at the end of year what the decrease was in overtime. Chair Zimmerman also explains that it would have cost money to test this hypothesis.

Member Kilduff questions if there will be a shift differential with the floaters. Chair Zimmerman explains that the floaters will receive forty-two (42) hours per week and the position they will fill will not matter.

Member Tassoni questions the status of the Recreation Department. Chair Zimmerman explains that last year's appropriation was \$886,734.00 and the Town Manager's recommendation for this year is \$964,956.00. Town Manager Rossi explains that different line items had various increases.

Vice President Iannotti questions if Camp Shepard was added to their budget. Town Manager Rossi states that Camp Shepard was added.

Member Kilduff questions if the lease was coming out of that. Town Manager Rossi states that the lease comes out of capital.

Member Tassoni questions how many employees the Parks & Recreation Department currently has. Director Robert Caine states that he has four (4) union employees and three (3) summer part time employees, and an Activity Coordinator which the department did not have last year.

Member Tassoni questions if the part time workers return every year. Director Caine confirms that they return every year. Member Tassoni asks Director Caine if he needs an additional full time worker now that his department has taken over Camp Shepard, all of the school fields, and other fields. Director Caine states that he does need an additional full time worker.

Member Toppi questions for what reason would he need an additional worker. Director Caine explains that person would be used for the additional maintenance duties and also for Camp Shepard.

Member Sousa feels that the Town need to be very careful because this would need to be revenue expense neutral to the department. Member Sousa states that a business plan needs to be created to generate revenue. Member Sousa further states that this should not be “backfilled” with a tremendous amount of Town funds because the budget will increase.

Member Kilduff questions if the BFRB proposes leasing out fields at Camp Shepard for play time. Member Sousa feels that is a good idea, but the Town needs to be careful of the legal issues and use “best practices” by looking at other communities that have that. Member Sousa suggest renting out a building to rent out. Vice President Iannotti reminds the members that the YMCA used it as a wedding venue.

Member Tassoni states that there was discussion about using it as a wedding venue, however, the Camp Shepard Committee said no. Town Manager Rossi explains that some members were opposed to it, however, a vote was never taken. Member Sousa reminds the members they need to be careful of the expense to the budget. Member Toppi explains that they have many ideas as far as programs and the budget is definitely a concern.

Member Tassoni states the Town does not do a good job of taking care of our fields. Member Tassoni reminds the members that he suggested that Local 57 to do all of the fields over. Member Tassoni further states that you cannot keep “going to the well” an asking an organization like that to take care of our fields. Member Tassoni also states that one person is not going to “break the bank”. Member Tassoni explains that taking care of Camp Shepard that has 112 acres will eventually catch up with you.

Member Bovis explains that the BFRB had the discussion about Land Trust budget because as the Land Trust acquires more land and requires more maintenance, the Town does not currently have the capacity for this.

Member Kilduff states that the priority is the safety of the residents.

Member Sousa states that at Camp Shepard may not be negative neutral to the Police Chief's budget with regard to policing/patrolling it. Member Sousa further states that there has been vandalism there, and this will affect the Chief as well as the Fire Chief. Member Sousa reminds the members increasing infrastructure comes at a cost.

Member Kilduff questions the maintenance status of the Conservation Center. Town Manager Rossi explains that there are some funds, and the commission is finalizing the memorandum with the Woonasquatucket River Watershed Council which will put \$100,000 of improvements into the center.

Member Kerwin explains that having a 4% increase is roughly \$615,000 that could be added to the budget. Member Kerwin questions what the average increase to the tax bills would be as it stands now. Tax Assessor Christopher Celeste explains that the average increase would be \$200. Member Kerwin questions the average increase that if the Town went to the 4% levy. Chair Zimmerman the increase would be approximately \$270. Chair Zimmerman reminds the members that some residents are going to food pantries.

Vice President Iannotti feels that 3% is a substantial increase in a year when we are facing large utility bills and large inflation.

Chair Zimmerman states that there are projects that the Town needs to have done, and perhaps next year the board can determine how to incorporate that revenue lose back into the budget.

President Iannotti suggests looking now for areas where money can be saved so that there will be more flexibility in the budget next year in order to tackle some of the projects the Town cannot get to.

Member Sousa questions what the anticipated rate would be currently. Assessor Celeste states that rate would be \$13.88. Member Sousa explains that for those in the mid decile the increase would be a little less than \$200.

Vice President Iannotti questions the School Department taking money from their fund balance for the Boyle project and what remains. Vice President Iannotti states that our School Department has one of the largest balances in the state.

Member Zimmerman explains that prior to taking money out for the Boyle Complex the School Department had a very large fund balance. Member Zimmerman believes it is approximately \$1.67M remaining in the fund balance.

Vice President Iannotti questions if there has been any consideration to getting a corporate sponsor, which was suggested by Member Tassoni at the last council meeting. School Committee Member Richard Iannitelli explains that the School Department does have a policy that would allow that, and they are looking into that idea. Mr. Iannitelli further explains that another idea is to take a portion of the advertising money and use it for the field which needs to be replaced. Mr. Iannitelli states that the School Department cannot count on the Town to give them money in capital.

Mr. Iannitelli also explains that there are other facilities that need improvement periodically such as the track and the tennis courts.

Member Tassoni states that Fidelity was going to install a new scoreboard and it was denied. Mr. Iannitelli states that was a long time ago, and he is talking about the School Department has now.

Superintendent Bartz explains that the scoreboard is part of the bid.

Member Toppi questions why the School Department would not consider the scoreboard being sponsored if they can do it. Mr. Iannitelli explains there would be advertising on the scoreboard, and the funds would go towards future costs such as the field.

Vice President Iannotti suggests selling the naming rights of the field. Mr. Iannitelli explains that all of the suggestions will be looked at, however, he is unsure of the market for that idea.

Vice President Iannotti also suggests putting out an RFP. Town Manager Rossi explains that as long as it goes through their policy, it is very easy to do.

School Committee Benjamin Caisse explains that the field is already named, and he is not sure if it that is an issue for the person's family it is honoring.

Mr. Iannitelli states that the School Department's fund balance is not the largest in the state. Mr. Iannitelli reminds the council that the Town hired performance auditor recommended that a balance of \$2M to \$5M be kept. Mr. Iannitelli further states that the School Committee needs to review this to determine what they feel should be kept. Mr. Iannitelli reminds the members that if there were no fund balance, the Boyle Complex project would not have gotten off the ground.

Mr. Iannitelli explains that they have put in \$500,000 of Reserve Fund in that fund balance which keeps the School Department from coming before the council in the middle of the year. Mr. Iannitelli explains that the box truck will not, and should not be funded through capital, and it states the money will come from the fund balance because they cannot get reimbursed for that.

Mr. Iannitelli further explains that there is \$10,000 in this budget for capital, and they are the largest entity in the Town with six (6) facilities. Vice President Iannotti reminds Mr. Iannitelli that the Town is paying \$2.5M in bond servicing.

Member Sousa states that there is no law on fund balance. Member Sousa further states that every advisor will tell you that you need an emergency fund, and the School Department is calling this an audit, and it is not an audit feature. Member Sousa states that the Town bonded to the point where additional bonding could lower the Town's rating, and you want to fund things out of revenue so no interest is paid. Member Sousa also states that if the Town is going to do this, stop talking about it and move forward and get good transparency in our numbers to figure out how to move forward.

Vice President Iannotti asks Superintendent Bartz her impression of this year's budget.

Superintendent Bartz explains that she has met with most of the council members, finance, and the Town Manager. Superintendent Bartz further explains that she has met numerous times with Town Manager Rossi, and he has had access to the School Department's budget, therefore, there is complete transparency.

Superintendent Bartz also explains that the Town has level funded the School Department over the past five (5) years, and unless they are making a large investment, they will continue to struggle in terms of providing an exceptional instructional program for students.

Superintendent Bartz states that Town Manager Rossi sat in on negotiations with the bus company, and not being able to afford that, they needed to go to bid and are still dwindling down numbers to avoid laying off people. Superintendent Bartz further states she cannot lay off people because it is not fair to the students or to the programs. Superintendent Bartz also states that she is in favor of keeping taxes low, but where the School Department goes is where the Town goes.

Superintendent Bartz feels that we need to take a hard look at what the Town can do. Superintendent Bartz expressed her concerns about the 2% to Town Manager Rossi who told her it was a starting point. Superintendent Bartz explains that she was told she would be given more money, however, it would need to be placed in this instructional program or make a state of the art culinary program. Superintendent Bartz further explains that she does not have that power and feels it is unethical. Superintendent Bartz also explains that with six (6) people on the BFRB, and a split vote, which means no vote. Superintendent Bartz does not feel 2% is adequate because it will not move them forward; it will just keep them in the same position. Superintendent Bartz states that she will get the culinary program in, but it will not be state of the art.

Superintendent Bartz reminds the members that when she came in, there was a negative balance, and \$300,000 was lost. Superintendent Bartz states that if not for some of their political friends, they were able to get back \$75,000. Superintendent Bartz further states that she did not fill some positions in order to have a balanced budget. Superintendent Bartz also states that they are running in the red because the special education costs are out of control, transportation is significant, medical expenses are also high.

Superintendent Bartz explains that she has been in a school that has faced bankruptcy, and if it were not for a Reserve Fund, that School Department would have gone under. Superintendent Bartz further explains that the type of funding that the Town and the state puts in for the School

Department is going to determine where our students go, and programs that are not just college based but also career based.

Superintendent Bartz also explains that there is no waste because she has opened her books to the Town, and having a Reserve Fund is not a waste or a “slush fund”. Superintendent Bartz feels that the Town can offer more than 2%.

Member Iannitelli states that from FY2010 through FY2022 the Town’s appropriation has been 1.7%, and the inflation rate nationally is 2.81%. Member Iannitelli further states that you cannot continue with this in the long run as superintendents must try to keep their head above water rather than making things better.

Member Iannitelli also states that he is skeptical about the amount the state will give out because they are up and down, and the School Department needs steady funding. Member Iannitelli feels that the steadiness needs to be from the people/taxpayers of the Town. Member Iannitelli also feels that \$10,000 in capital is not enough. Member Iannitelli reads § C-5.14 – Capital Program (e) of the Town Charter.

Superintendent Bartz states that we need to invest in the schools because the children will choose to go elsewhere if we cannot complete college and career wise, the tuition dollars will go other places. Superintendent Bartz further states that \$100,000 from the state is fantastic and will help find a teacher for one (1) year. Superintendent Bartz hopes that the council will consider this carefully.

Vice President Iannotti questions why Superintendent Bartz did not come back to the council for more money when the state appropriation was cut last year from what we had budgeted. Superintendent Bartz explains that when she came to Smithfield in July 1, 2022 she came to the council, the state representatives, and the Commissioner of Education. Vice President Iannotti feels that if the council passes a budget based on these numbers, and the School Department does not get the funding from the state, the budget needs to be reviewed again. Superintendent Bartz agrees with Vice President Iannotti.

Vice President Iannotti states that looking at what the increase is when the state increase is included, and it appears to be a 5.25% increase, which seems like a great deal. Superintendent Bartz agrees that it sounds like a great deal, however, when you break out the expenses, you are able to see where the money is.

Vice President Iannotti questions the School Department’s rationale with respect to capital for what goes into it. Town Manager Rossi explains that the \$10,000 goes into Capital Reserve and additionally there is \$169,000 to be paid towards the HVAC unit, plus the debt services. Town Manager Rossi further explains the all of the other expenses are still on the total budget.

Superintendent Bartz explains that the air conditioner at the high school is a necessity and is being

paid for by ESSER Funds. Superintendent Bartz further explains that other districts are using those funds for instruction and they are using it for this unit because there has not been enough money in the Town for updating the high school and middle school.

Town Manager Rossi clarifies that the Town as told a portion of that money had to be used for the HAVC, and the Town had no involvement with the ESSER Funds.

Chair Zimmerman explains that the BFRB stated it would give the School Department extra money, and made Superintendent Bartz guarantee it would be used for a certain position, is absolutely not true. Chair Zimmerman further explains that the numbers from their slides were shared with her board members. Chair Zimmerman feels that the “hot seat” at the BFRB meetings needs to be done away with. Chair Zimmerman also explains that when they met with the School Department to have a discussion about the budget, it turned into a “back and forth”.

Chair Zimmerman states that one of the things the board wanted to clarify was what the

Superintendent’s priorities were, and if the board was able to find extra money in the budget, because she able to ascertain and share with the board, these were expenses that needed to be an increase to the budget.

Chair Zimmerman further states that the BFRB had found \$53,067.00, and after receiving feedback, were told that a reading specialist was needed. Chair Zimmerman also states that the School Department was not told to use it for that purpose, they merely told the Superintendent that the BFRB was unable to fund their #1 priority.

Chair Zimmerman explains that this is the third budget cycle for this board, and the first year they were learning the budget process, and the second year is when the board really had a full understanding. Chair Zimmerman further explains that the board did not know what the COVID funds would be, therefore, they determined to not make any decisions. Chair Zimmerman also explains that this year the board looked at why there was no increase year after year, and after looking at “maintenance of effort”, there was a surplus of \$500,000 in the operating budget.

Chair Zimmerman reminds the members that this is not the same situation Superintendent Bartz is dealing with, because when she came in there was a decrease of \$300,000. Chair Zimmerman also reminds the members that it was not the BFRB’s decision not to increase that budget. Chair Zimmerman states that the \$500,000 surplus was being earmarked in the event there was a reduction in state aid.

Chair Zimmerman feels that money goes towards the roads schools, however, there is currently not enough money in the budget to sustain us. Chair Zimmerman explains that she is concerned about ten (10) years from now, however, the levy is capped at 4%. Chair Zimmerman hopes that some of the revenue things the Town is taking on will help alleviate that.

Member Sousa states that over the past eighteen (18) years the percentage from the Town was as follows: 0% -four (4) years, 0%-3% - four (4) years, 3.1%-5% - six (6) years, and over 5.01% -

four (4) years. Member Sousa further states that the average increase over the last eighteen (18) years was 3.1%. Member Sousa reminds the members that this is the Town appropriation.

Member Tassoni questions why he sees all the corridors loaded with boxes when he walks into a school on the last week of June, before July 1. Member Tassoni assures Superintendent Bartz it was not her. Member Tassoni states that Superintendent Bartz and her team has the “sins of the past” to deal with because as a legislator he was lied to many times by the School Department, and she needs to “sell him”.

Superintendent Bartz states that she is not sure there is anything else she can do to show transparency other than her one hundred and nine (109) page PowerPoint showing expenses and priorities.

Superintendent Bartz asks the council to do the best that they can for the children in the district, and if the council cannot do better than 2%, then that’s what the council can do, and it is still better than the less than 1% from last year. Superintendent Bartz further states she is very optimistic about the state aid and grants.

Superintendent Bartz also states that she has heard a great deal about the “sins of the past”, and at some point, we need to get over it and move forward. Member Tassoni states that “he” was the one talking about the past, not the other members, because he had to deal with the past.

Superintendent Bartz explains that she will be happy with the 2% and the \$53,000 which will go towards a language pathologist, and she wants to build CTE. Superintendent Bartz further explains that our community wants work-based programs.

Member Bovis wants to explain why the BFRB exists. Member Bovis explains that the board has been “combing” through every single line item of this budget for three (3) months and having hours of meetings, together and individually, and every department needs things. Member Bovis further explains that every department got what the BFRB could give, and every department needs support, however, money cannot just be handed out. Member Bovis also explains that there is not enough money for that to happen and it is not sustainable to max the tax levy out every year.

Member Bovis states that the board spent extensive time with the School Department, and the BFRB voted that this is a “best we can do” budget. Member Kerwin wants to be clear that she did not leave that vote feeling good because she wished they could have done more, however, it came down to leaving the tax rate the same and anything more for the School Department would have increased the tax rate.

Member Bovis reminds the members that the roads are also a massive issue.

Chair Zimmerman feels that there should be some consideration from the council to the school’s Restrictive Capital Fund because the board could not come to an agreement.

Member Sousa feels that the thing about this board is that someone in the middle was needed before the budget came to the council. Member Sousa feels that Camp Shepard is the next big item for the council's budget. Member Sousa also feels that the Town is doing it wrong because there were questions asked in August 2022 that were never answered. Member Sousa states that no one cares more about a good education than he does because he is living it every day.

Member Toppi compliments the BFRB and all of the hard work they have done. Member Toppi states that she appreciates what the board does, and she wants to see them ask the hard questions because that is what she does.

Chair Zimmerman feels that everyone believes in the school's vision, however, it has to be funded over a three (3) year period as the whole thing could not be funded this year.

Member Sousa states that the Town cannot wait until the intensity of February through June to do all this. Member Sousa further states that the board needs to understand what is going on in July through December in order to have a better idea.

Vice President Iannotti recommends this as well. Vice President Iannotti states that, with respect to the Town's buildings, a long-term plan needs to be devised to maintain them. Vice President Iannotti feels that in all communities, the school buildings were left to fall apart for decades. Vice President Iannotti further states what will happen is you will end up spending more to maintain them, and there needs to be a plan to finance this. Vice President Iannotti also states this would be discussed with the Capital Committee, School Department, and School Committee.

Member Bovis states that every department needs to be addressed, not just the School Department.

Chair Zimmerman explains that the Capital Plan has the Town funding projects at \$10.7M per year, and the Town does not have that money. Chair Zimmerman further explains that the CTE program could be a potential source of revenue. Chair Zimmerman also explains that the council will need to decide if they want to place money in the Restricted School Capital Fund, and the funds could be earmarked for ovens, stoves, etc.

Vice President Iannotti explains that this fund does not affect the maintenance of effort. Vice President Iannotti further explains that as a council they would encourage the Town Manager to make recommendations/changes to them for the June 20, 2023 council meeting.

Director of the Greenville Public Library, Dorothy Swain states that she would like an additional \$10,000 in her budget for building maintenance to eliminate having to do big projects.

Member Tassoni questions what the money will be used for. Director Swain explains that the following needs maintenance: gutters, roof repair on certain sections of the building, replacement of one (1) door, front stair painting and minor repairs, fencing around waste management containers, replacement of electrical locks, potential window replacement in the children's room, and potential replacement of furniture in the adult section.

Director Swain explains that \$10,000 will not cover everything, however, some minor improvements to the building must be started before it becomes a big problem. Member Tassoni asks Director Swain to give the list to Town Manager Rossi.

Chair Zimmerman explains that the money the board put towards the East Smithfield Library, was placed there because a huge disparity was noticed between the two (2) libraries, and the board is hoping to even this out.

Chair Zimmerman further explains that the board had questions about a lawsuit where \$60,000 was coming out of investments. Director Swain explains that the money used for the lawsuit was taken out of investments and savings, and the lawyer's fees were paid by money that the library raised.

Member Sousa feels that the Town needs to merge the maintenance of all buildings and hire a firm to complete an assessment of what needs to be done and will also help the process.

Member Tassoni questions the percentage to East Smithfield Library. Member Kerwin states it is a 1.99% increase to the Greenville Library and 4% for East Smithfield Library. Member Bovis explains it was not the percentage, it was their denomination. Member Bovis further explains that the state disbursement is much less than the Greenville Library.

Member Toppi questions if the lawsuit is all set. Director Swain confirms that the lawsuit is all set and all bills have been paid.

Member Sousa feels that the East Smithfield Library is in the heart of the community, and it is a gem for that neighborhood.

Christopher Bilotti of 13 Crest Circle expresses his concerns about OPEB, the roads, and other capital projects. Mr. Bilotti feels that the Town should be pushing for a 4% increase. Mr. Bilotti also feels that an underfunded pension liability is lying to the public and to the employees who are told they are paying for a benefit they are not going to have.

Mr. Bilotti states that the Town must pay our bills and not lie. Mr. Bilotti further states that, in terms of spending money, a fourth fire station is absurd, however, approximately 75% of the public voted yes, and for them to say do not increase my property tax does not make sense. Mr.

Bilotti also states that maybe the CTE program will be a great program and after attending the honors ceremony, there was a very small amount of students that got a CTE certificate. Mr. Bilotti feels that the pathways to three (3) or less should be done really well because it is not how many pathways the schools have but how well they are done.

Mr. Bilotti explains that when he was on the finance committee years ago, he was shocked at how many maintenance personnel there were. Mr. Bilotti feels that some of the maintenance can be done during the day at very little cost.

Mr. Bilotti also feels that having two (2) libraries in such a small town is crazy from a budget perspective. Mr. Bilotti further explains that if there were a 4% increase several years in a row. Mr. Bilotti expresses how absurd the school's \$50M project was and how some of the buildings did not need \$50M worth of work, however, everyone voted for it, and the taxes need to go up.

Member Tassoni states that there were many years the Town, like the state, never put in their fair share, and it came out of the worker's paycheck every week. Member Tassoni further states it is not the workers fault, it is the Town's fault. Member Tassoni also states that he requested a list of the years the Town did not contribute, and he is waiting for that list. Member Tassoni explains that the Police Pension Plan was a mess, and we are paying for it.

Town Manager Rossi explains that he need the Police pension, School Restricted Fund, a recreation position, the Greenville Library, and maintain or reduce the tax rate increase then report back to the council.

C. Adjournment.

Motion is made by Member Tassoni, seconded by Member Toppi, to adjourn the meeting. **Motion is approved by a unanimous 4/0 vote.**

Meeting adjourns at 8:06 p.m.

Town Clerk

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, July 11, 2023

Place: Smithfield Town Hall

Time: 6:30 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, July 11, 2023 Smithfield Town Council Meeting to order at 7: p.m.

At 6:30 p.m., a motion was made by Vice President Iannotti, seconded by Member Toppi, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to consider, discuss and act upon the potential disposition, sale or lease of surplus Town Property.

At 6:57 p.m. a motion was made by Member Kilduff, seconded by Member Tassoni, 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. Fire Chief's Special Recognition Award - Nick Wilson.

Fire Chief Robert Seltzer introduces Deputy Chief Steven Quattrini who was the Incident Commander of this fire that took place on May 16, 2023 on Mellissa Circle. Nick Wilson, who works for Munroe Dairy, assisted at the scene prior to the Fire Department arriving and is being honored this evening.

Mr. Wilson explains the following: There was a gentleman on the scene calling the Fire Department when he arrived. He is familiar with this house because he delivers milk there, and upon seeing the fire, he put on his work gloves and began checking the doors and windows, which were locked, because he heard a dog barking. He went to the back of the house and was able to break through a slider, rescue the dog, and exit safely.

Chief Seltzer presents Mr. Wilson with Chief's Special Recognition Award.

VI. Minutes:

- A. Move that the minutes of the June 20, 2023 executive session meeting held 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 be approved as recorded and sealed.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the June 20, 2023 executive session meeting be approved as recorded and sealed. **Motion is approved by unanimous a 5/0 vote.**

- B. Move that the minutes of the June 20, 2023 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the June 20, 2023 open session be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

- A. Conservation Commission appointment with a term expiring in July of 2026.**

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Ryan Sylvestre to the Conservation Commission with a term expiring in July of 2026. **Motion is approved by a unanimous 5/0 vote.**

- B. Planning Board appointment with a term expiring in May of 2026.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Catherine Lynn to the Planning Board for a term expiring in May of 2026. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings:

- A. Conduct a public hearing to consider an application for tax stabilization from Bay Crane Northeast, LLC.**

President Lawton declares the public hearing open.

Tax Assessor Christopher Celeste explains that Bay Crane has brought approximately \$24M in new assets to the Town which represents 16% increase in tangible assets of the entire Town, and

and the Town is proposing to give them a five (5) year tax agreement. Assessor Celeste further explains this agreement would be an incentive for them to operate in the Town and expand in the future. Assessor Celeste also explains this agreement would also benefit the Town by allowing for a stabilized payment over the next five (5) years.

Member Kilduff questions if Bay Crane would be obligated to maintain the personal property value of over 1400%. Assessor Celeste states that they do not have to maintain it, however, they will have to make the payments as if their personal property was maintained. Assessor Celeste further states that the tax stabilization sets minimum tax payments based on all of those assets remaining, and if more assessment is added, the payments can go up, but the payment can never go down from what the minimum is.

Member Toppi questions if there are other tax stabilization agreements to come. Assessor Celeste explains not soon, but potentially the proposed warehouse located on Stillwater Road may be offered an agreement, however, it would be for real estate and for a longer term.

Member Toppi questions if this is Bay Crane's first application. Assessor Celeste believes they applied in the past, however, it was before the enabling legislation was passed on the state level and the Town codified it with an ordinance setting the framework for stabilization agreements. Assessor Celeste explains that the Town did not have the mechanism in place at that time to offer them an agreement.

Vice President Iannotti questions how this agreement would benefit the Town. Assessor Celeste explains that agreement would guarantee payments to the Town over the next five (5) years.

Vice President Iannotti questions how the tangible assets are kept track of. Assessor Celeste explains they are self-reported, and there is a statute requiring every person that owns ratable real estate must report a true and exact account annually to the assessor.

Vice President Iannotti states that Bay Crane has already been assessed as of 2022, and they would have to pay \$1.4M. Vice President Iannotti further states that they could move one (1) or more of the assets out of Town. Assessor Celeste explains that Bay Crane does have other facilities outside of the Town with a much lower tax rate (Avon and New Haven).

Vice President Iannotti further states that they could move assets out of the Town, and the Town would not get any more than \$1.4M. Assessor Celeste explains that the Town would get that amount for one (1) year and this would upset the balance of the tax levy, and the Town would have to raise the tax base significantly to make up the difference.

Vice President Iannotti explains that there is a tax levy for this year, and it is based on the assumption that the council is going to approve this agreement. Assessor Celeste confirms that he had to make that assumption. Vice President Iannotti questions why Assessor Celeste had to make this assumption. Assessor Celeste explains the assumption was made in order to set the tax rate and to make the levy match the budgetary need.

Member Toppi explains that Bay Crane states that they purchased all of this equipment in 2022 and not prior to that. Assessor Celeste confirms that they stated the equipment was purchased in

calendar year 2022.

Member Kilduff references § 321-23 which states that “the property shall be assessed for and shall pay that portion of the tax”. Member Kilduff questions who would be responsible for the assessment. Assessor Celeste that he would be the one to assess them. Member Kilduff feels this is what causes concern with the self-reporting aspect of the agreement. Assessor Celeste that historically they have reported and paid; they have been a good corporate citizen. Assessor Celeste reminds the members that even if the self-reporting is not there, the minimum payments remain.

Member Toppi questions their assets for the prior year. Assessor Celeste states that their assets were \$1.65M.

Member Toppi questions when their first application submitted. Assessor Celeste explains that it had to have approximately three (3) years ago. Member Toppi also questions if they were planning on purchasing all of this equipment back then. Town Manager Rossi explains that they were intending to grow their business here.

Bay Crane employee Nicholas Goodier explains that they are seeking this TSA for the purposes of what these agreements are designed for, and the stability will permit a significant investment in the existing facilities to include updates and expansion to infrastructure and likewise the continuing investment in equipment. Mr. Goodier further explains all of this will correlate to more employees. Mr. Goodier also explains that this facility has been in Town since 2013 and increased from sixty-five (65) employees to over one hundred (100).

Mr. Goodier states that this location has been working well due to its accessibility and the location of various hospitality related businesses, and although this is crane work, it is also specialized transportation, and there is a great deal of traffic on the Route 116/7 corridor being utilized by Bay Crane customers and employees.

Mr. Goodier further states that there is an addition planned for this facility and the acquisition of more equipment, which will be the payment go up in terms of the schedule worked out with the Tax Assessor.

Member Toppi questions how many employees are Smithfield residents. Mr. Goodier believes there is approximately six (6). Mr. Goodier explains that ingrained in this to give preference to Smithfield residents moving forward.

Vice President Iannotti questions their plan for expansion. Mr. Goodier that this facility appeared before the Zoning Board for an addition. Mr. Goodier reminds the members that this agreement is regarding tangible tax, but would increase the real estate tax.

Vice President Iannotti states that any additional assets will be taxed under this agreement and the year would correspond to the percentage.

Vice President Iannotti questions the other locations that the cranes could be moved to. Mr. Goodier explains that there are two (2) locations in Massachusetts and one (1) in Connecticut.

Vice President Iannotti questions if those locations have more/less favorable depreciation rules as opposed to Smithfield. Mr. Goodier explains that based on his experience he suspects that to remain competitive the states would have similar depreciation schedules for their tangibles.

Member Toppi questions why now to enter into an agreement rather than before. Mr. Goodier explains that in 2022 Bay Crane acquired a competitive company from New York, and they were able to redistribute that equipment thorough several branches, including Smithfield. Mr. Goodier further explains that this location has become a very successful branch, and they are working their way into the Boston market but are able to work from the Smithfield location.

Member Toppi questions how many cranes listed are from the other company. Mr. Goodier explains that six (6) were new purchases, which includes two (2) forklifts. Mr. Goodier further explains that approximately twelve (12) were acquired through the new company in New York. Member Toppi also questions how old the equipment was. Mr. Goodier explains that they were relatively new.

Vice President Iannotti states that the application is dated April 24, 2023, and it is seeking a TSA that goes into effect on July 1, 2023. Vice President Iannotti questions why the application was submitted so close to the beginning of the fiscal year. Mr. Goodier explains that Assessor Celeste and Bay Crane Administrative Manager Joan Mitchell have been working on this quite some time, but he not sure if the application was finalized in April.

Assessor Celeste explains that the Town has been in discussions with Bay Crane for over a year, and the asset list was provided a year ago today, however, a formal application was submitted late. Assessor Celeste further explains that informal application discussions had been going on for many months prior, however, by the time it got to the point where the Town could solidify everything, the application was submitted in March or April.

Mr. Goodier explains that the ordinance that was recently approved dictates a time schedule when an application is submitted, a hearing needs to be provided within a certain amount of days through the BFRB, and then it is referred to the Town Council.

Vice President Iannotti states that the new ordinance indicates that if it is a new business the application would need to be submitted before January 31st in order to apply to the fiscal year. Vice President Iannotti further states that receiving an application this close to the beginning of the fiscal year is not advantageous for the budget process. Vice President Iannotti is thinking that the ordinance needs to be amended. Vice President Iannotti also states that the Town has to guess as to what the tax rate is going to be based on the possibility an application could be filed, and based on the possibility that it might be approved by the Town Council. Vice President Iannotti feels there is too much guessing that has to go on.

Assessor Celeste states that this is the first time the Town has used the ordinance since it was codified last year, however, there is some “housekeeping” that should be thought about going forward.

Member Toppi states that the application states “proposed additional personal property”, however, they already have it, therefore, it is not proposed or additional.

Town Manager Rossi states that the existing depreciation came into that as well. Town Manager Rossi feels that between the ordinance and application the Town will “flush” both of them out to make them better for the future.

Vice President Iannotti questions if the Town has had a business like this before where there have been assets of this value that are mobile. Assessor Celeste explains that there are very few businesses in Town that have that level of assets. Assessor Celeste thinks that National Grid, Verizon, and Cox Communications have a high level of tangibles. Assessor Celeste reminds the members that this represents a 16% increase in what the Town was taxing prior.

Vice President Iannotti states that if the council approves this TSA, the Town, over five (5) years, would receive \$3.1M, and over \$600,000 per year. Vice President Iannotti further states that the applicant would save approximately \$2.9M. Assessor Celeste explains that if the company should cease operations, the relief given through this TSA would all be recouped.

Vice President Iannotti also states that if the Town Council does not approve the agreement, the Town will get \$1.4M for this year, and the remainder is speculative because they could move the assets to their other locations.

Member Toppi questions how much it costs to relocate a crane. Ms. Mitchell explains that it costs approximately \$5,000 to relocate a crane.

Paul Santucci of 10 Appletown Road feels that this entire process is a mess from start to finish; the ordinance, agenda item, and the application. Mr. Santucci state that the Town Manager is not part of the council, and it is a shame that he withheld this information from the taxpayers. Mr. Santucci references the Town Charter that states the Town Manager is the Chief Administrative Officer of the Town who is responsible to the council for the administration of all Town affairs. Mr. Santucci further states that the Town Manager is not to set tax policy.

Mr. Santucci feels that one of the issues with the ordinance is that the Town should add “on wheels” as opposed/in addition to personal property. Mr. Santucci also feels that there is a big difference from having a building that is a fixed asset that will appreciate, as opposed to something that will depreciate.

Mr. Santucci states that tomorrow night’s BFRB meeting is cancelled, and it is thirty-five (35) days, to the day, of when the draft minutes of their meeting were due. Mr. Santucci further states the public is not able to see what the BFRB has stated. Mr. Santucci requests a copy of the draft minutes. Town Manager Rossi states that they will send him a copy.

Mr. Santucci questions why if this agenda item was in the budget, did Member Tassoni vote for that. Mr. Santucci questions why this was not transparent in the budget, and why Member Tassoni did not recuse himself from voting on the budget as he recused himself this evening. Mr. Santucci also questions why Member Tassoni seconded the motion to schedule a public hearing.

Mr. Santucci states that the council refers to the BFRB for an advisory recommendation and they reply within thirty (30) days of receipt, then it is advertised, etc.

Mr. Santucci further states that the application was dated April 24, 2023, and now the Town has to “scramble”, and the public does not know what the Town will be giving relief to the applicant. Mr. Santucci hopes that the Town will do better going forward.

Member Toppi questions if work vehicles are included in tangible tax. Assessor Celeste explains that registered vehicles that have a plate used to be taxed with the excise tax, however, this tax is no longer issued.

Vice President Iannotti questions if the council has the recommendation from the BFRB. Town Manager Rossi states that the BFRB voted in the affirmative to support moving the recommendation forward.

Thomas Hodgkins of 200 Farnum Pike states that by law, records of the votes are to be disclosed two (2) weeks after the vote. Mr. Hodgkins is unclear of how the vote was and what the motion was.

Mr. Hodgkins further states that the June 8, 2023 budget work session and the Town Council work session took place and there are no minutes.

Mr. Hodgkins questions if this TSA and the impact on the tax levy was accounted for in this year’s budget. Town Manager Rossi confirms this was accounted for in this year’s budget. Mr. Hodgkins questions that this was discussed at the June 20, 2023 budget hearing. Mr. Hodgkins states that based on the June 20, 2023 minutes approved this evening states that the Bay Crane TSA was accounted for in the tax levy. Town Manager Rossi confirms that the Bay Crane TSA was accounted for in the tax levy. Mr. Hodgkins also questions if all members voted on that budget.

Mr. Hodgkins questions if the Town received a recusal form with respect to tonight’s hearing and when. Solicitor Gallone confirms that a recusal form was received for tonight’s hearing earlier. Mr. Hodgkins questions if that was the first recusal that was received. Mr. Hodgkins also questions if it indicates it was filed with the Ethics Commission. Solicitor Gallone states it does not. Mr. Hodgkins explains that he spoke with the Ethics Commission, and they stated that they have not received any recusals from Member Tassoni in 2023. Mr. Hodgkins questions if the Town has a recusal from the May 16, 2023 meeting. Solicitor Gallone does not believe he has.

Mr. Hodgkins states that he wants to understand the process of how the rate for the TSA came about, and how the BFRB determined it. Mr. Hodgkins questions if a formula was used. Assessor Celeste explains that the TSA rates in the agreement were derived by fitting them into a five (5) year, which was the general idea of how long a tangible agreement should last, and it starts at 25% and it is 15% per year thereafter. Assessor Celeste further explains that the last year is 85% and the following year is 100%.

Mr. Hodgkins questions if that originated with the BFRB. Assessor Celeste states that it originated with him.

Mr. Hodgkins is still unclear about how the budget process took place because there is an application in April and discussions took place for some period of time before April. Mr. Hodgkins states that at the May 16, 2023 council meeting he questioned what the amount was and what the

rate was. Mr. Hodgkins further states that the answer was it was not determined, had not been discussed, and it would be discussed by the BFRB. Mr. Hodgkins also states that the rate happens and it is already in the budget. Mr. Hodgkins questions if the levy number takes into account the TSA. Assessor Celeste states that the budget included an estimated tax levy and estimated tax rates. Assessor Celeste further states that the final budget heard on June 20, 2023 is where the final rates were set, which were adjusted based on what the tax levy is. Assessor Celeste also states that there were amends made by the Town Council on June 20, 2023, and once they were completed, the rate was set to generate the correct levy for the budget.

Mr. Hodgkins states that on May 16, 2023 the rate for the TSA was unknown, on June 8, 2023 at 5:30 p.m. when the BFRB meets to first take up this agreement and there was no discussion on the rate, it is done, and the Town Council meets a half hour later and the amount of the TSA is already in the budget.

Town Manager Rossi explains that the total tax dollars are in the budget and the aspect of how it is allocated is not finalized until the final budget is approved and how the allocation of rates are. Town Manager Rossi further explains it is a tax dollar to make revenue.

Mr. Hodgkins states that on June 8, 2023 at the council's work session there was an assumption of the tax levy. Town Manager Rossi explains it was an assumption of the tax levy based on the total expenditures for the budget. Mr. Hodgkins states that that assumption of the tax levy included the assumption that the Bay Crane TSA would be voted on favorably. Town Manager Rossi states not necessarily. Town Manager Rossi further states it is total tax dollars, and it is not specifically one way or the other. Town Manager Rossi also states that now it is maximum tax rates until the final levy is certified, and the rates could go down.

Mr. Hodgkins states he is concerned about the entire process and how this came about. Mr. Hodgkins further states that there were work sessions held and a great deal of commentary, however, the basis of this is that we live in a state that has disastrous tax policies for businesses due to the business tax structure. Mr. Hodgkins further states that we are the one of the worst states for income growth, but as a Town/municipality, there is nothing we can do about that. Mr. Hodgkins also states that the tax system we have has to be applied fairly, and to all businesses and individuals.

Mr. Hodgkins states that with respect to tangible property, he suggested to the council when this was being discussed, that tangible property should be no be included as a basis for a TSA. Mr. Hodgkins reminds the members that the basis for a TSA is that a business will "ramp up" to paying what their increased tax rate is, and there is no "ramp up" in a tangible tax because the assets are immediately depreciating down years to when there is no tax at all. Mr. Hodgkins does not think it makes sense to do tangible tax deals.

Mr. Hodgkins further states that with respect to employment, there is no requirement/reverification, therefore, if there is an increase of employment, there is no that the number of employees has to be maintained over the five (5) year period of the agreement.

Mr. Hodgkins explains that it is mentioned in the TSA that there is an "exchange of in-kind services", however, there is no value placed on that.

Mr. Hodgkins further explains that with respect to future purchases that would change the agreement, he is not sure if would be considered under the ordinance, and if that sort of change would result in coming back to the Town Council for consideration, to determine if it would be more tax relief.

Mr. Hodgkins feels that these agreements are envisioned on attracting business that would not be here otherwise. Mr. Hodgkins also feels that when you hear that an existing business bought assets or a company last year, now they are asking for tax relief is not any different than other business questioning if they can have a TSA.

Mr. Hodgkins thinks that other businesses invest in their business, however, they are not getting any tax relief.

Member Toppi questions continuing this public hearing and its effects on Bay Crane and the Town. Assessor Celeste states that he would have to hold off sending out the tax bills because the rate would change.

Kenneth Sousa of 2 Williams Road states that there were two (2) legal meetings held on June 8, 2023. Mr. Sousa further states that the BFRB could not have met tomorrow to approve the minutes for today. Mr. Sousa also states that the BFRB did not look at the public policy situation, fairness, legal issues, state statutes, or levies. Mr. Sousa explains that the BFRB just looked at numbers.

Member Toppi questions when the BFRB received the TSA and was the time at the work session enough time to discuss it. Mr. Sousa explains that he put a great deal of time into it, and he was not in favor of it, however, when he saw it, he became an advocate.

Mr. Sousa further explains that he looks at the “balance of equities”, and he understands the Town could lose money.

Town Manager Rossi explains that the main purpose of tomorrow’s BFRB meeting being cancelled was because of the Performance Audit is not ready, therefore, there is no other reason to meet tomorrow night.

Member Toppi questions if Mr. Sousa’s recommendation is the same after hearing all of the other pieces that do not necessarily deal with numbers. Mr. Sousa states that his recommendation is the same, and he did question why other businesses do not have a TSA. Mr. Sousa further states that the \$3.1M is a fact.

Gary Tikoian of 6 Elmhurst Drive suggests that the members visit Bay Crane because this is an impressive site and is an excellent, clean company. Mr. Tikoian explains that precast concrete buildings can be seen at the high school, recreation center, and the DPW. Mr. Tikoian reminds the members that they do not charge the Town for moving them. Mr. Tikoian also reminds the members that they are good to the Town and are an asset.

Mr. Santucci states that there was another item on the BFRB’s agenda, and that was to approve the minutes. Mr. Santucci further states that those minutes should have been approved within thirty-five (35) days or at their next regularly scheduled meeting. Mr. Santucci feels that the

“optics” alone are terrible.

Member Toppi explains that this was not an easy decision, but it helped knowing how good this business is to the Town.

Ms. Mitchell states that in the ten (10) years Bay Crane has been in the Town, they have been a good citizen, supported the schools, the teams/kids, YMCA, the Police/Fire Departments, and in-kind services. Ms. Mitchell further state that Bay Crane is invested in their property and are expanding, and their desire is to stay in Smithfield.

Christopher Bilotti of 13 Crest Circle feels than the Town needs to be pro-business. Mr. Bilotti states that the residential tax rate is extremely low, and yet, if you look at the cost of running the Town, and 60% of the budget is to run the School Department, therefore, the Town loses money on every house and makes it up on the businesses. Mr. Bilotti further states that charging exorbitant rates and chasing them away is not a best practice. Mr. Bilotti also states that RI is known for having horrible tax rates and we are not competitive with Massachusetts.

Mr. Bilotti supports helping businesses, and he also supports looking at the personal tax rates as a whole and whether or not it should be lower. Mr. Bilotti feels if “we” could grow the commercial portion of this Town, it could solve a great deal of financial problems.

Edward DeMayo of 75 Whipple Road agrees with Mr. Tikoian. Mr. DeMayo feels that if it is a quality company coming into the best Town in the state, he would like to hold on to them.

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

Member Kilduff does not think it is in the best interest of the Town to hold off on this. Member Kilduff’s amendments are as follows: amendments are changing “proposed” to “actual” and to adjust the dates for the application to be completed no later than April 30th. Member Toppi’s amendment is to specify for new and old business. Town Manager suggests adding this to part of the motion.

Vice President Iannotti state he is not in favor of these agreements because of the reasons put forth by Mr. Hodgkins, specifically, that government is getting too tangled with business of picking winners/losers of business.

Vice President Iannotti further states that he has struggled with this decision because Bay Crane is good to the Town and provides services that they do not have to, but also because the asset can actually be removed, and this makes a huge difference in the budget process. Vice President Iannotti also states that normally these agreements are based on real estate.

Vice President Iannotti explains that he likes that the agreement is for only five (5) years rather than ten (10) years because of the depreciating value. Vice President Iannotti further explains that he must think about what is in the best interest of the Town and the best interest of the taxpayers.

Vice President Iannotti feels that not approving this agreement would be disruptive to the whole process because the Town is already so far along in the budget process. Mr. Iannotti plans on

correcting this problem by introducing an amendment to the ordinance so that in the future for the TSAs to be applicable to the fiscal year they are starting on July 1st and must be submitted at least by January 31st. Vice President Iannotti states that the Town Manager is submitting a budget to the BRFB on March 1st, therefore, how is he supposed to know who to set the tax rate.

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council hereby authorizes the Town of Smithfield to enter into the Tax Stabilization Agreement with Bay Crane Northeast, LLC, with the amendments proposed: changing “proposed” to “actual”, to adjust the dates for the application to be completed not later than April 30th and specify new and old business. **Motion is approved by a 4/0 vote. Member Tassoni recuses himself.**

IX. Licenses

- A. Consider, discuss and act upon approving the annual renewal of two (2) Pool Table Licenses, as listed as applied, subject to compliance with all State regulations and local ordinances.**
- 1. Portuguese American Social and Athletic Club, 40 Fenwood Avenue (two pool tables)**
 - 2. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)**

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

1. Portuguese American Social and Athletic Club, 40 Fenwood Avenue (two pool tables)
2. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike (one pool table)

Motion is approved by a unanimous 5/0 vote.

- B. Consider, discuss and act upon approving a new Weapons License for High Table Outfitters, LLC d/b/a “High Table Outfitters”, located at 49 Cedar Swamp Road, Suite 11, for the repair of weapons, with the hours of operation to be Monday, 9:00 a.m. to 12:00 p.m., Wednesday, 5:00 p.m. to 8:00 p.m., Friday, 12:00 p.m. to 4:00 p.m., and Saturday 8:00 a.m. to 12:00 p.m., as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit.**

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council approve a new Weapons License for High Table Outfitters, LLC d/b/a “High Table Outfitters”, located at 49 Cedar Swamp Road, Suite 11, for the repair of weapons, with the hours of operation to be Monday, 9:00 a.m. to 12:00 p.m., Wednesday, 5:00 p.m. to 8:00 p.m.,

Friday, 12:00 p.m. to 4:00 p.m., and Saturday 8:00 a.m. to 12:00 p.m., as applied, subject to compliance with all State regulations, local ordinances and a copy of the Retail Sales Permit. **Motion is approved by a 4/1 vote. Member Kilduff votes nay.**

X. Old Business:

- A. 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.**

Town Manager Rossi explains that the Police and Fire Chief conducted a great deal of review and speaking with the person that brought forth the request. Town Manager Rossi is recommending that the Town Council deny this request for a Block Party due to safety of the situation.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council denies a request for a Block Party on Kimberly Ann Drive from 12:00 p.m. to 10:00 p.m. on Saturday, July 29, 2023. The approval is subject to the applicant notifying the Police and Fire Department and filing a noise permit with the Police Department. **Motion is approved by a unanimous 5/0 vote.**

XI. New Business:

- A. Consider, discuss, and act upon authorizing the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Smithfield Lodge No. 17 Fraternal Order of Police pending final approval by the Town Solicitor.**

Town Manager Rossi explains that with the help of the FOP, the Town was able to make numerous “cleanups” throughout the contract which will help both sides to further understand the Collective Bargaining Agreement with ease. Town Manager Rossi further explains that the Town was able to gain modification to the health plan reducing the medical costs and an increase to the contribution towards the health coverage.

Town Manager Rossi also explains that an increase to OPEB to help that liability as well as offsets with revenue from police details to offset some raises that were included in this agreement.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police for the term July 1, 2023 – June 30, 2026 pending final solicitor approval. **Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon approving a Memorandum of Agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police (FOP) pending final approval by the Town Solicitor.**

Town Manager Rossi explains that this memorandum is to solidify the items that were corrected

in the bargaining process and corrected in the agreement. Town Manager Rossi further explains this agreement is to deal with two (2) grievances that were pending during the negotiation time.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby approves a memorandum of agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police pending final solicitor approval. **Motion is approved by a unanimous 5/0 vote.**

- C. Consider, discuss, and act upon authorizing a payment to Tom Gruczka in an amount not to exceed three thousand and twenty-five dollars and zero cents (\$3,025.00) for the purchase of materials and labor to build four (4) bridges at Camp Shepard.**

Town Manager Rossi explains that this item came before the Camp Shepard Subcommittee at their last meeting. Town Manager Rossi further explains that Mr. Gruczka is a great asset to the Town, and besides being an educator, he is also the trail maintenance worker for the Land Trust and has built numerous pedestrian bridges. Town Manager Rossi also states to complete the loop at Camp Shepard to get the trails open, he is recommending the council move forward with the purchase.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes a payment to Tom Gruczka in an amount not to exceed three thousand and twenty-five dollars and zero cents (\$3,025.00) for the purchase of materials and labor to build four (4) bridges at Camp Shepard. **Motion is approved by a unanimous 5/0 vote.**

- D. Consider, discuss, and act upon authorizing a request from Ocean State Multisport to hold a “Spine and Brain Institute” Road Race in Deerfield Park on Sunday, May 19, 2024.**

Town Manager Rossi explains that this is their normal circulation of runs that are handled at Deerfield Park and have been very successful in helping numerous non-profit and fundraising efforts around the state with a focus within this area.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby authorizes a request from Ocean State Multisport to hold a “Spine and Brain Institute” Road Race in Deerfield Park on Sunday, May 19, 2024. **Motion is approved by a unanimous 5/0 vote.**

- E. Consider, discuss, and act upon authorizing a request from Ocean State Multisport to hold a “Sour Apple” Road Race in Deerfield Park on Sunday, July 7, 2024.**

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby authorizes a request from Ocean State Multisport to hold a “Sour Apple” Road Race in Deerfield Park on Sunday, July 7, 2024. **Motion is approved by a unanimous 5/0 vote.**

F. Consider, discuss, and act upon authorizing a resolution for the submission of a proposed Program Year 2022 Community Development Block Grant application.

Town Planner Michael Phillips explains that the Town is proposing two (2) projects under the CDBG program: funding for the East Smithfield Neighborhood Center in the amount of \$500,000 to continue Phase I and Phase II and Family Service of RI for improvements to repair a deck on a group home located on 111 West Greenville Road.

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council authorizes a resolution for the submission of a proposed Program Year 2022 Community Development Block Grant application. **Motion is approved by a unanimous 5/0 vote.**

G. Consider, discuss, and act upon a request from the Northern RI Collaborative to extend their lease of the William Winsor Elementary School to September 14, 2023.

Town Manager Rossi explains that the liquidating account for the Northern RI Collaborative in collaboration with the collaborative reached out to him to extend the lease for one (1) month at a slightly reduced rate to allow them to finish the liquidation of all assets.

Town Manager Rossi further explains that the basis for the reduced rate was because the school is not fully operational, and the collaborative has guaranteed a full cleaning of the school before they turn over the keys to the Town.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes an extension of the Northern RI Collaborative's lease agreement to September 14, 2023 at a rate of \$12,000 for the month. **Motion is approved by a unanimous 5/0 vote.**

H. Consider, discuss, and act upon authorizing a request for proposals for interior painting at the Town Hall.

Member Toppi questions the mandatory pre-bid walkthrough that is taking place tomorrow (July 12, 2023) at 10:00 a.m. Town Manager Rossi states that he is not sure why that is mentioned because there is no walkthrough. Town Manager Rossi assures the members this will be corrected before the bid goes out.

Motion is made by Member Kilduff, seconded by Vice President Iannotti, that the Smithfield Town Council hereby approves advertising this RFP for interior painting of Town Hall common areas, corridors and stairways, offices that are in need of fresh paint. **Motion is approved by a unanimous 5/0 vote.**

I. Consider, discuss, and act upon authorizing a Memorandum of Understanding with the Woonasquatucket River Watershed Council for use of the Leo Bouchard Conservation Center located at 5 Waterview Drive (AP 46, Lot 215).

Vice President Iannotti states that he would move passage “subject to the review and revision by the Town Solicitor because there are contradictions about whether this is in perpetuity or if there is a ten (10) year lease.

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby authorize a Memorandum of Understanding with the Woonasquatucket River Watershed Council for use of the Leo Bouchard Conservation Center located at 5 Waterview Drive (AP 46, Lot 215), subject to the review and revision by the Town Solicitor. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment.

Christopher Bilotti of 13 Crest Circle states that the council was working on a fourth fire station, and there was a referendum that passed, however, a piece of property has yet to be secured. Mr. Bilotti further states that property and construction costs have risen and the debt has not been issued. Mr. Bilotti reminds the members that interest rates, along with municipal debt lending, is much different than it was when the bond was issued.

Mr. Bilotti feels that a fourth fire station is a bad idea, and it is better to take care of the firefighters we have than to add more. Mr. Bilotti states that there are virtually no fires, and there aren't enough fires to justify three (3) fire stations. Mr. Bilotti feels that Rhode Island number one in the country for fire costs for a reason; the state has too many.

Vice President Iannotti questions using the fire station more for rescues. Mr. Bilotti agrees with Vice President Iannotti, however, he is unsure of the benefit of a fourth fire station. Mr. Bilotti feels that starting the additional fire station at this point would be over \$4M and the process would potentially have to start over with a new referendum. Mr. Bilotti also feels that the bond cost would be higher because of the interest rate.

President Lawton feels that if one (1) life was saved, it is worth it.

XIII. Adjournment.

Motion is made by Member Tassoni, seconded by Member Kilduff, 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 appoints Jose Libano to replace Dan Kelley on the Boyle Athletic Complex Building Committee.

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on September 19, 2023 to consider and act upon amendments to Chapter 321 of the Code of Ordinances entitled “Taxation” to amend Article VI “Exempting or Stabilizing of Taxes on Qualifying Commercial or Manufacturing Property”.

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. Prior to submission to the Budget and Financial Review Board, the Assessor shall physically inspect the property that would be subject to the tax stabilization agreement. The Assessor may require that that the applicant pay for an independent third-party appraisal for all property that is subject to any proposed tax stabilization agreement. The Budget and Financial Review Board

shall review and provide a written 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 for new businesses shall be complete and the business shall be fully operational as of December 31st in order to qualify for relief on the subsequent tax bill. All Applications under the provisions of this ordinance for new and existing businesses are is due to the Assessor no later than January 31st in order to be considered by the Town Council for the ensuing fiscal year, 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.

These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: August 8, 2023

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

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Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on September 19, 2023 to consider and act upon amendments to Chapter 305 of the Code of Ordinances entitled “Stone wall Protection and Preservation” to amend Sections 305-3 and 305-4 and adopt Section 305-7.

AN ORDINANCE AMENDING SECTIONS 305-3(B), 305-4 AND ADDING SECTION 305-7 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “STONE WALL PROTECTION AND PRESERVATION”

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

Section 1. Sections 305-3(B), 305-4 and 305-7 of the Smithfield Municipal Code are hereby amended to read as follows:

305—3(B): The alteration, relocation, or demolition of an historic stone wall as part of any subdivision **or land development** project must also **comply with section §305-7 and** be approved by the Planning Board and **by the Smithfield Historic Preservation Commission pursuant to the provisions of Chapter §46-8(H) of the Smithfield Municipal Code, except as provided below.**

(A) Penetrations of stonewalls for driveways, roads, or utilities shall be done in accordance with Section §305-3(D) herein and shall not require review by the Smithfield Historic Preservation Commission but shall require review by the Smithfield Historic Preservation Commission Chairman, through the Technical Review process.

305-4 Violations and Penalties.

(A) Any person violating any provision of this chapter shall be subject to a fine of \$500.00. Each day any violation of this chapter shall continue shall constitute a separate offense.

(B) Upon determination by the Building Official that a violation of the provisions of this Chapter has occurred, no additional building permits for the subject property shall be issued.

(C) In mitigation of any violation of this chapter, the Building Official may accept a written plan of repair or restoration of the stone wall in lieu of a fine or may utilize the proceeds from the fine to retain an outside vendor to repair or restore the affected stone wall. In all cases, any plan to repair or restore an affected stone wall must be approved by the Smithfield Historic Preservation Commission prior to the commencement of any work.

305-7 Affidavit Upon Submission of Building Permit Application.

All applicants submitting an application for a building permit for a new structure or building addition shall be provided a copy of this ordinance and execute an affidavit acknowledging receipt of said ordinance and that they have read and understand the provisions contained herein.

Section 3. These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: August 8, 2023

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK



Memorandum

DATE: August 2, 2023

TO: Smithfield Town Council

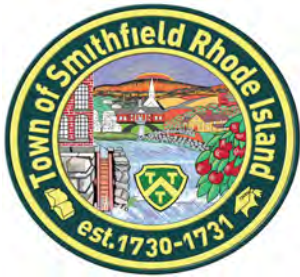
FROM: Carol Banville – License Coordinator

SUBJECT: Schedule a Show-Cause Hearing for the September 5th Town Council Meeting

RECOMMENDED MOTION:

Motion to authorize a Show-Cause Hearing for Tuesday, September 5, 2023, to consider the possible suspension, revocation, or other sanction regarding the Victualling Only Licenses on the following listed establishments due to non-compliance with the conditions of renewal:

1. The Level 10 Nutrition Club, LLC, d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road (Failure to produce a copy of the Retail Sales Permit)



Memorandum

DATE: August 2, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One (1) One –Day Beer/Wine License for the Smithfield Senior Center for the August 8th
Town Council Meeting

BACKGROUND:

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

TOWN REVENUE:

The fee for a Beer/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

RECOMMENDED MOTION:

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

- Hawaiian Luau to be held on Thursday, August 17, 2023 from 12:00 p.m. to 3:00 p.m.

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

TOWN OF SMITHFIELD
 PAYMENT CERTIFICATION TOWN OF SMITHFIELD

OFFICE OF THE TOWN CLERK
 LICENSE APPLICATION

1. AMOUNT CLAIMED VERIFIED BY _____
2. FEE: \$15.00
 GOODS/SERVICES RECEIVED _____
 Per Day
3. VOUCHER NUMBER _____
4. ACCOUNT NUMBER 74-07-51
5. CERTIFIED FOR PAYMENT

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

PLEASE PRINT: Kennedy 7/10/23
 Note: Please fill in ALL the necessary information.

Date of Application: 7/10/23

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

Name of Applicant: [Signature] Date of Birth: 8/25/75

Resident Address: [Signature] Business Address: William J. Harkins Jr 571 Plat Lot
 Operating Under Trade Name of: _____ Resident Telephone: 949-450

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: _____

Signature of Applicant: [Signature] Title: Acting Coordinator

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

Name: _____ Address: _____ Phone: _____
 Name: _____ Address: _____ Phone: _____

Police Chief: [Signature] Fire Chief: _____ SIGNATURE NOT REQUIRED
 Building Official: _____ Owner of premises: [Signature]
 of Health: _____

At a meeting of the Smithfield Town Council, held on 8/8/2023 the above stated application was:
 () Approved () Denied License #: 7 Date Issued: _____



RI On-Premise

CERTIFIED

Issued: 02/16/2023 Expires: 02/15/2026
ID #: 28431000

STEVEN BEAULIEU
1395 ATWOOD AVE #207-208
JOHNSTON, RI 02919

For service visit us online at www.gettips.com
TIPS Trainer: Rae Desrosiers, 59028



RI On-Premise

CERTIFIED

Issued: 02/16/2023 Expires: 02/15/2026
ID #: 28430997

KAREN ARMSTRONG
1395 ATWOOD AVE #207-208
JOHNSTON, RI 02919

For service visit us online at www.gettips.com
TIPS Trainer: Rae Desrosiers, 59028

It with you as proof of your TIPS certification.

ID #: 28430996 Name: ANNE MARIE ST LAURENT
Exam Date: 02/16/2023 Expiration Date: 02/15/2026



RI On-Premise

CERTIFIED

Issued: 02/16/2023 Expires: 02/15/2026
ID #: 28430996

ANNE MARIE ST LAURENT
1395 ATWOOD AVE #207-208
JOHNSTON, RI 02919

For service visit us online at www.gettips.com
TIPS Trainer: Rae Desrosiers, 59028

ID #: 28430995

Name: KATHLEEN MCADAM-PRICKET

Exam Date: 02/16/2023 Expiration Date: 02/15/2026



RI On-Premise

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430995

KATHLEEN MCADAM-PRICKET

1395 ATWOOD AVE #207-208

JOHNSTON, RI 02919

For service visit us online at www.gettips.com

TIPS Trainer: Rae Desrosiers 159028



Town of Smithfield

Smithfield Senior Center

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

July 10, 2023

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

Members of the Town Council:

The Smithfield Senior Center will be hosting a Hawaiian Luau party on Thursday, August 17th from 12-3. Complimentary wine and beer will be served.

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

Sincerely,

Kate McAdam-Prickett
Assistant Director/Activity and Program Coordinator



Memorandum

DATE: August 2, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Revive the Roots for the August 8th Town Council Meeting

BACKGROUND:

Jennifer LaPreste, has applied for one (1) One-Day Special Event License to hold a “Rootstock” to take place at Revive the Roots, 374 Farnum Pike, please note that the event will take place at 10 Old Forge Road, 374 Farnum Pike is a mailing address only.

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
Diagram of parking area
Special Event Checklist
Noise permit
Proof of insurance

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Revive the Roots for a “Rootstock”, 374 Farnum Pike on the following date:

- Saturday, September 23, 2023 from 12:00 p.m. to 7:00 p.m.

All Special Event Licenses for Revive the Roots are subject to compliance with all State regulations, local ordinances and final electrical inspection.

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

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

Date of Application: 7/20/2023

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

Name of Applicant: Jennifer LaPrest

Date of Birth: 01-29-1984

Resident Address: 28 ERVEST ST

Business Address: 574 TORALUM PIKE, SMITHFIELD, RI 02877 Lot

City/Town of: SMITHFIELD, RI 02877

Telephone: 401-757-1046 Telephone: 401-305-0539

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

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

Describe operation of business: Permaculture + Sustainability Farm

Hours of Operation: DOWN TO DUSK, ALL YEAR ROUND, 7-days per week

Signature of Applicant: Jennifer LaPrest

Title: Board Member

Apply to business establishments only:

In case of emergency/owner to contact

Name: Hannah Martin Address: 11 Old Forge Rd, Smithfield, RI Phone: 401-602-6237

Name: _____ Address: _____ Phone: _____

Police Chief: [Signature]
 Building Official: [Signature]
 RI Dept of Health: [Signature]

Fire Chief: [Signature]
 Owner of premises: [Signature]
Chair, Smithfield Land TRUST

At a meeting of the Smithfield Town Council, held on 8/8/23

() Approved () Denied License #: _____ Date Issued: _____ the above stated application was



374 Farnum Pike
Smithfield R.I. 02917
revivetheroots.org
401.305.0539

Date: 07/06/2023

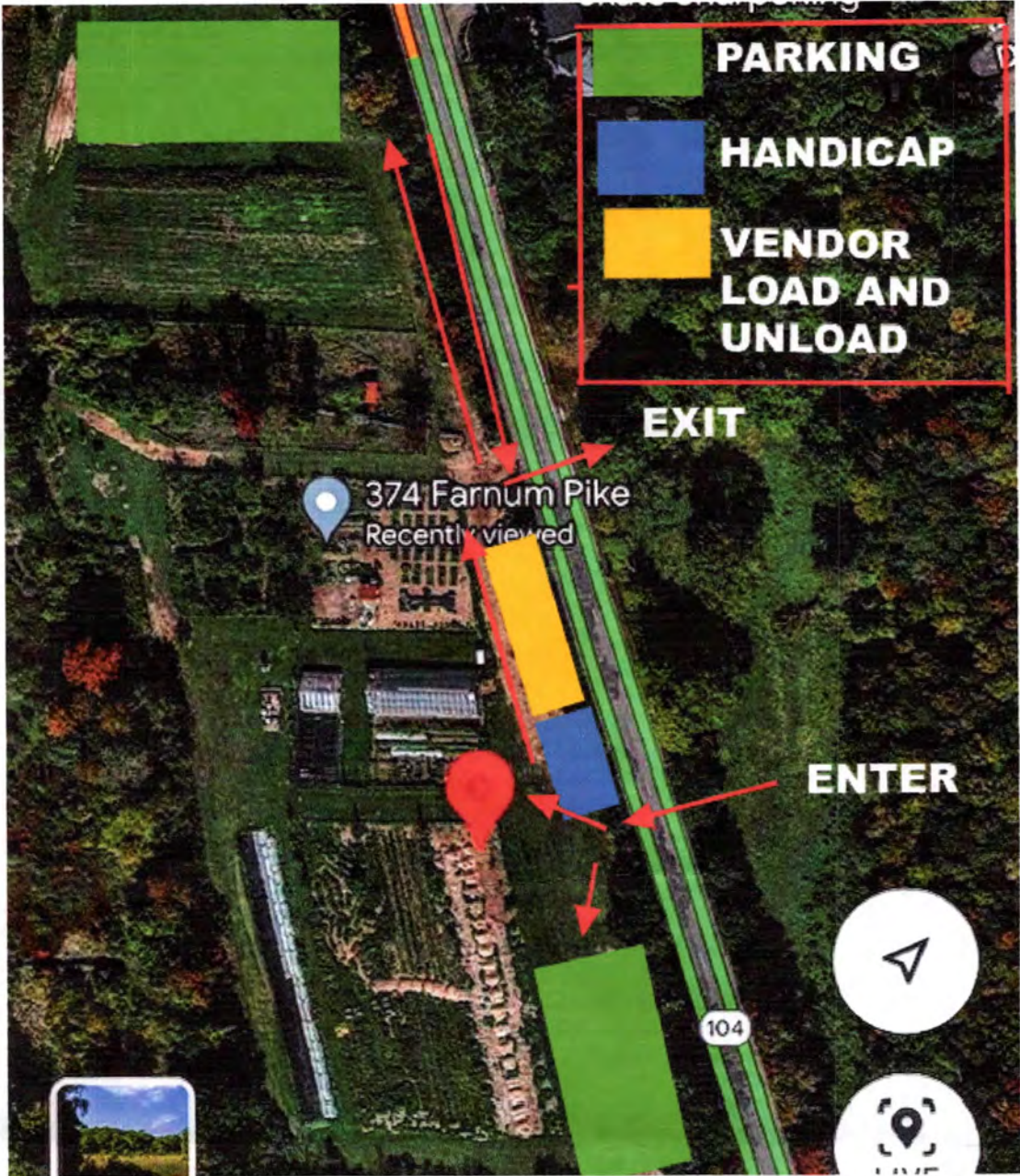
To Whom it may concern:

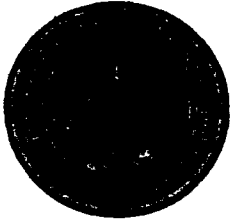
Revive the Root, located at 374 Farnum Pike in Smithfield requests a permit for our fall event, Rootstock. This event will take place on Saturday, September 23, 2023 from 12:00pm- 7:00pm and include theatrical performances, live music, interactive art, nature walks, family and kid-friendly workshops. We began holding this event in 2021 to celebrate 10 years of Revive the Roots at Mowry Commons, and we are happy to say that this event has become an annual community event that serves a growing community. All events will be family friendly.

If you have any questions please contact Jennifer LaPreste email: jllapreste@gmail.com
cell: 401-757-1046.

Sincerely,

Jennifer LaPreste
Board Member at Revive the Roots





Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1001 - Fax (401) 232-7244
E-mail: lantonuccio@smithfieldri.com

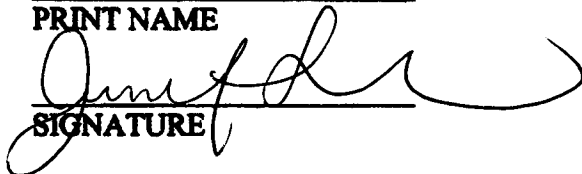
Lyn Antonuccio, MPA, CMC
Town Clerk

SPECIAL EVENT CHECKLIST

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

Revive the Roots
NAME OF ORGANIZATION

Jennifer LaPreste
PRINT NAME


SIGNATURE

7/20/23
DATE

**TOWN OF SMITHFIELD REGISTRATION STATEMENT
SOUND TRUCK OR SOUND AMPLIFYING EQUIPMENT**

1. Name and home address of the applicant: Jennifer LaPreste
28 ERNEST ST., SMITHFIELD, RI 02917
2. Address of place of business of applicant:
Revive the Roots
3. License number and motor number of the sound truck to be used by the applicant
(if applicable): N/A
4. Name and address of the person who owns the sound truck or sound amplifying
equipment:
Nolan Quarataroli
5. Name and address of the person having direct charge of the sound truck or sound
amplifying equipment:
Nolan Quarataroli
6. Names and addresses of all persons who will use or operate the sound truck or sound
amplifying equipment:
Nolan Quarataroli - 2 Nokomis Trail, Smithfield, RI 02917
Kyle Seidenberg - 927 Smithfield Ave
Lincoln, RI 02865
7. The purpose for which the sound truck or sound amplifying equipment will be used:
For an event being held on 9/23/2023 for performers
and bands.
8. A general statement as to the section or sections of the town in which the sound truck or
sound amplifying equipment will be used:
On Property at Revive the Roots, 374 Farnum Pike,
Smithfield.
9. The proposed date and hours of operation of the sound truck or sound amplifying
equipment:
Saturday, September 23, 2023 12PM-7PM
10. The number of days of proposed operation of the sound truck or sound amplifying
equipment:
1-day on 9/23/23
11. A general description of the sound amplifying equipment to be used:
PreSonus StudioLive Sound Board, Multidriver Speaker
System with front stage monitors.
12. The maximum sound producing power of the sound amplifying equipment, including:
 - a. The wattage to be used; 15 watts in last stage of amplification
 - b. The volume in decibels of the sound which will be produced; 70 dbs
before 8 p.m., 60 dbs after 8:00 p.m.
 - c. The approximate maximum distance for which sound will be thrown
from the equipment: 200' from source

I understand and agree to the above
restrictions
Jennifer LaPreste
Applicant Signature

APPROVED: [Signature]
Police Chief



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2023

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

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

PRODUCER American National Ashley Johnson 780 Victory Highway, Ste. 1 West Greenwich RI 02817	CONTACT NAME: Ashley Johnson PHONE (A/C, No, Ext): (401) 397-1050 FAX (A/C, No): E-MAIL ADDRESS: ashley.johnson@american-national.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Revive The Roots, Jennifer LaPreste 10 Old Forge Rd Smithfield RI 02917	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GENTL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5474-M3265847	09/23/2023 12:01 AM	09/24/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 300, Event Type: Social Reception - Open to the Public/No Admission Charge.

CERTIFICATE HOLDER**CANCELLATION**

Smithfield Land Trust 374 Farnum Pike Smithfield RI 02917	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ashley Johnson
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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Smithfield Land Trust 374 Farnum Pike Smithfield, RI 02917</p>
--

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



Memorandum

DATE: August 2, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Holiday Sales License for Tan Sons Enterprises, Inc. d/b/a “Shop N Go” for the August 8th Town Council Meeting

BACKGROUND:

Tan Sons Enterprises, Inc. d/b/a “Shop N Go”, has applied for a new Holiday Sales License for their business located at 105 Pleasant View Avenue, Unit C.

TOWN REVENUE:

Fee for a Holiday Sales License is \$50.00 per year

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Holiday Sales License for Tan Sons Enterprises, Inc. d/b/a “Shop N Go”, 105 Pleasant View Avenue, Unit C as applied, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00

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: 4-27-2023

Type of License: HOLIDAY SALES Check One: New () Renewal () Transfer ()

Name of Applicant: MAHER TANBAKJI Date of Birth: 03-23-1963

Resident Address: 111 Metropolitan Ave ^{CRANSTON} Business Address 105 Pleasant View Ave ^{SMITHFIELD}
Operating Under TAN Sons Enterprises Inc. RI/02/20 Resident Telephone: 401-497-96
Trade Name of: DBA Shop N Go Business Telephone: 401-497-96

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: MAHER TANBAKJI Address: 111 Metropolitan Ave Title: Owner/President DOB: 3/23/63
Name: Bima ALHAKIM Address: 111 Metropolitan Ave Title: OWNER DOB: Feb/21/1960
Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: CONVENIENCE STORE

6-10 EVERY DAY Hours of Operation: _____

Signature of Applicant: Maheer Tanbakji Title: OWNER/President

Applies to business establishments only:

In case of emergency/person to contact

Name: Bima ALHAKIM Address: 111 Metropolitan Ave Phone: 401-868-0356

Name: BACHAR TANBAKJI Address: _____ Phone: 401-862-8272

RPS 7/18/23
Police Chief: X Fire Chief: X
Building Official: Only if permits are pulled Owner of premises: X Adam Smith
of Health: SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 8/8/2023 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: 4/27/2023

1. NAME OF CANDIDATE: (PRINT)

Tanbakti MAHER _____
 LAST FIRST MIDDLE

MAIDEN NAME

03/23/1963

2. DATE OF BIRTH

111 Metropolitan Ave

4. CURRENT ADDRESS CRANSTON WIRE

CONVENIENCE STORE

6. TYPE OF BUSINESS

yes

8. IS BUSINESS INCORPORATED

MAHER TANBAKTI

DAMASCUS

3. PLACE OF BIRTH

Shop N Go

5. NAME OF BUSINESS

105 Pleasant View Ave Smithfield

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-497-9650

9. BUSINESS PHONE

401-497-9650

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
Jan 2015	Jan 2022	575	
<u>111 Metropolitan Ave</u>	<u>CRANSTON 2016</u>	<u>JUN 2016</u>	<u>CRANSTON - RI</u>
<u>345 GARDEN CITY DR</u>			<u>CRANSTON - 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

- BASSAM G. KIRIAKI _____ 1-508-369-0069
 NAME ADDRESS PHONE
- BAEHAR TANBAKTI _____ 401-862-8272
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Maher Tanbakti Witness: Carol Danville



State of Rhode Island
 Division of Taxation
 One Capitol Hill
 Providence, RI 02908-5800



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

TAN SONS ENTERPRISES INC
 105 PLEASANT VIEW AVE
 SMITHFIELD, RI 02917-2173

State of Rhode Island
 DIVISION OF TAXATION



RETAIL SALES PERMIT
 Valid From: 07/01/2023 to 08/30/2024

ID: 2-5013-6157

ISSUED TO:
 TAN SONS ENTERPRISES INC
 105 PLEASANT VIEW AVE
 SMITHFIELD, RI 02917-2173

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

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR

DATE ISSUED: 07/05/2023

Recommended Motion:

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

Recommended Motion:

That the Smithfield Town Council hereby adopts a resolution establishing a Friendship Relationship between the Town of Smithfield and the City of Stepanakert in the Republic of Artsakh sponsored by Councilman John J. Tassoni, Jr.

TOWN OF SMITHFIELD, RHODE ISLAND

**A RESOLUTION ESTABLISHING A FRIENDSHIP RELATIONSHIP BETWEEN
SMITHFIELD, RI AND STEPANAKERT, IN THE REPUBLIC OF ARTSAKH.**

WHEREAS, President Eisenhower, in 1956, inaugurated the “People-to-People” program to establish greater friendship and understanding between the peoples of the United States and other nations through the medium of direct personal contact; and

WHEREAS, the Town of Smithfield objectives of its friendship relationship include establishing connections to exchange cultural, educational and professional programs of each city or town and to share common problems and solutions to daily activities; and

WHEREAS, the Town Council of the Town of Smithfield has initiated a request to form a friendship relationship with the City of Stepanakert, in the Republic of Artsakh; and

WHEREAS, the Town of Smithfield desires to engage in a critical exchange of ideas to further both city and town’s support of economic stability, cultural preservation, and strong social ties in Artsakh.

NOW, THEREFORE, BE IT RESOLVED, That Smithfield Town Council adopts a resolution establishing a friendship relationship between the Town of Smithfield, Rhode Island and the City of Stepanakert, in the Republic of Artsakh.

PASSED: August 8, 2023

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn M. Antonuccio
Town Clerk



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: August 2, 2023

Re: Approval of Funds to Upgrade Radio Communications Consoles for Fire, Police and the Emergency Operations Center (Motorola MCC7500 Console)

Dear Town Council Members,

This memo is a request for funding to support a joint project between the Rhode Island Emergency Management Agency (RIEMA) and the Smithfield Fire Department to upgrade public safety radio communications consoles utilized by the fire department, police department and our emergency operations center. The project consists of the purchase of a Motorola MCC7500 Console with related infrastructure electronics that support fire, police and the Town's emergency operations center.

This project also supports regional mutual aid fire department coordination amongst the northern Rhode Island fire departments. There are four regional fire mutual aid control centers in the state of RI. Southern Control is in Exeter Fire Dispatch; East Bay Control is in Portsmouth Fire Dispatch; Metro Control is in Cranston Fire Dispatch; and Northern Control is in Smithfield Fire Dispatch. All of the control centers assist in moving fire apparatus from community to community during multiple alarm fires in their respective regions. The majority of the radio communications to accomplish this takes place on the RI State Communications Network (RISCON) which is an 800mhz trunked radio system that works statewide. Smithfield Fire Dispatch/Northern Control has limited capabilities on the RISCON system. By installing the MCC7500 Console, Smithfield will have full system capabilities on the "core" infrastructure of RISCON which will allow for priority communications for Smithfield fire, police and EMA. In addition, it will give Northern Control priority communications on RISCON for the coordination of mutual aid resources. This is a win-win for our local public safety communications and our role in providing regional mutual-aid communications.

The role of the MCC7500 Communications Console in Smithfield Public Safety Operations:

I know some of this may not make sense, but the MCC7500 console allows us to operate on the "core" infrastructure of the RISCON system. Meaning, we will be directly connected to the trunking radio system and will have priority over other users that do not have this level of control.

This is a huge deal because our department will now have priority communications on the system and will allow us to properly read "man-down" emergencies from the 800mhz radios. We could not receive 800mhz "man-down" alerts with our current setup.

Also, there is a brand new feature that was just recently added to the "core" called Motorola "Smart Connect" which allows portable radios to operate over wifi in businesses in poor signal areas. This will enhance day-to-

"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."

day non-critical incidents such as EMS calls in commercial buildings or smells & bells calls where the wifi can improve communications.

All of these features will be available to fire, police and EMA. For safety purposes we will all be able to monitor one another's communications and 800mhz "man-down" alerts for the safety of all of us.

The role of the MCC7500 Communications Console in Northern Control, Mutual-Aid Operations:

Following is the grant application submitted to the RI Emergency Management Agency requesting funding to purchase a MCC7500 Communications Console.

Our project is the purchase of a Motorola MCC7500 Dispatch Console for use in our Fire Alarm Office to support the Northern Control Fire Mutual Aid Dispatch Center. Our Fire Alarm Office dispatch console is presently a Telex brand console which is an older unit not compatible with many of the newer technology radio equipment and systems. In particular, it is not compatible with the Motorola equipment on the RISCO system.

Our Fire Alarm Superintendent Dan Desmarais recently had a conversation with Gil Woodside from RIEMA and Gil suggested that it would be ideal to have Northern Control on the RISCO system with a dispatch console that can connect to the RISCO core, specifically the MCC7500 console. The reasons that Gil suggested this to our fire alarm superintendent were for the following.

1) Interoperability

2) Would provide for another monitoring console for "firefighter down" or "emergency call alerts" on the RISCO system. Only the MCC7500 console provides this feature. In the Northern Control region, only Woonsocket Fire Alarm can receive such alerts for the entire region. This would enable another emergency alert receiver on RISCO. This is especially important because Northern Control Dispatch monitors events of multi-alarm incidents.

3) Would provide another monitoring device to monitor and record radio traffic usage of the RISCO system. With the MCC7500 console tied-in to the core, it can monitor usage in Northern RI, which data is gathered by the RISCO COMMS group that can be used to determine current and future needs on the system.

4) Radio patching capability would be enhanced in the Northern region. Our current console does not have compatible patching capability with the RISCO system. When we use our current patching capability, the audio is distorted and unclear. The MCC7500 console will eliminate this problem.

5) Because the MCC7500 console is directly connected to the core system, the RISCO COMMS group will be able to access our console directly for the purpose of troubleshooting any issues we may have. In addition, any programming updates to the console can be made directly through the core, eliminating the necessity of a physical body coming out to program.

6) The MCC7500 console will enable Northern Control to add more RISCO channels than we are currently capable of handling on our present console. This will improve interoperability.

7) Continuity of operations: The MCC7500 console will give Northern Control Dispatch the ability to take over RISCO dispatch operations for a community that loses their system due to a critical failure.

a. If a fire department were to experience a critical dispatch failure, they could contact Northern Control by cell phone and notify us of the failure. Northern Control could immediately pull up their dispatch and

fireground channels and continue communications. RI State 9-1-1 would be contacted to route all 9-1-1 calls to Smithfield Fire Alarm and communications would be fully operational within minutes. Said community could then send one of their dispatchers to Smithfield Fire Alarm and take over communications for their community.

b. This scenario actually happened two years ago in Lincoln. The Lincoln Police Station took a lightning strike which took out their police and fire communications. Lincoln Fire Dispatch contacted Northern Control and asked that we handle their 9-1-1 calls and dispatch apparatus. They used a cell phone to talk to our dispatcher. We did not have a console that provides the capabilities of the MCC7500. Our dispatcher and an oncoming dispatcher worked together to make it happen. They only had a portable radio with the Lincoln fire channels in it. RISCOON signal coverage inside of the Smithfield Fire Alarm office is poor. One dispatcher went outside with the portable radio for better signal strength. He was able to get through on the portable radio to Lincoln apparatus. Our second dispatcher stayed in the office to answer the 9-1-1 line and relay the information to the dispatcher outside. Obviously, a MCC7500 console would have been much more effective and capable.

The Smithfield Fire Department is very interested in moving to the MCC7500 Console. The funds needed to purchase said console are beyond the available budget of our department. The only way we can afford to move forward to upgrade to a MCC7500 Console is through some outside financial support. It would be great if this project could be 100% funded by some available revenues at your level. However, we are interested in partnering with RIEMA on this project. The Town of Smithfield is willing to do a cost-share with RIEMA at an amicably agreeable split. Our goal here is to make our dispatch console capabilities compatible with the RISCOON system by purchasing the MCC7500 Console.

I discussed this with the Motorola Senior Account Manager Jon Lamoureux. Based upon that discussion, the MCC7500 will provide the maximum capability of a Motorola console and WILL connect to the RISCOON core system.

Price for the Motorola MCC7500 Dispatch Console, One-Position: \$317,613.00 (see included quote)

Grant Award from RIEMA:

RIEMA has agreed to award the Town of Smithfield the amount of \$200,000.00 to partner on this project.

Funding Balance:

The balance of funding to move forward with this project is \$117,613.00.

Request from the Town Council is two-fold.

- 1) Approve the expense of \$117,613.00 for the balance needed to supplement the RIEMA award. Funding for the balance to be taken from the Bryant Fire & Police Services billing account.
- 2) Approve the project to move forward as presented, funded by \$200,000.00 from RIEMA and \$117,613.00 by the Town of Smithfield.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer", with a long horizontal flourish extending to the right.

Robert W. Seltzer
Chief of Department

Motion: To approve the expense of \$117,613.00 for the balance needed to supplement the RIEMA award to purchase a Motorola MCC7500 Communications Console. Funding for the balance to be taken from the Bryant Fire & Police Services billing account

Motion: To approve the purchase of a Motorola MCC7500 Communications Console from Motorola Solutions in an amount of \$317, 613.00 as per RI State Master Pricing Agreement MPA #395.



MOTOROLA SOLUTIONS

123 Tice Boulevard
Suite 202
WoodCliff Lake, NJ 07677
617-699-2749 Voice
201-949-5799 Fax
jon.lamoureux@motorolasolutions.com

June 19, 2023

Chief Seltzer
Smithfield Fire Department
607 Putnam Pike
Smithfield, RI 02828

Subject: MCC7500e

Dear Chief Seltzer,

Motorola Solutions, Inc. (“Motorola”) is pleased to present the Smithfield Fire Department with this budgetary proposal for a single position MCC7500e Console Site, RISCO State M-Core connected, plus ancillary supporting equipment and services. Please note this proposal is budgetary in nature and may not include all needed equipment and services for the MCC7500E system deployment. Motorola Solutions can provide a fixed firm pricing proposal at the request of Smithfield Fire Department. Also, please note, Smithfield Fire would be responsible for an IP connection from the console deployment site to the RISCO network access point as determined by RIEMA personnel.

As the industry’s premier supplier of radio communications solutions, Motorola possesses many unique capabilities. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex business problems while contributing to your organizational productivity and effectiveness.

Questions or inquiries may be addressed to me at 617-699-2749. We look forward to your review and feedback regarding this document.

Sincerely,

Motorola Solutions, Inc.

Jon Lamoureux
Senior Account Manager
617-699-2749



SCOPE OF WORK

Deployment, Configuration, and testing of a two position MCC7500e Dispatch Console utilizing the RISCO M-Core. Necessary Point to point core connection to be provided by customer and is not included within the scope of this proposal.

PRICING SUMMARY

Hardware and Services Description	Price
MCC7500e Hardware, Software, and recommended spares per RI MPA Discount	\$189,473.00
Console and Associated Equipment Install	\$52,273.00
Motorola Project Management, Post Sale Engineering Support, and System Technologist	\$66,737.00
One Year 24 x 7 x 365 Warranty	\$8,860.00
Final System Price	\$317,613.00

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	CA03517AC	ADD: CORE EXPANSION
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
1	UA00653AA	ADD: BASIC CONSOLE OPERATION



MOTOROLA SOLUTIONS

QTY	NOMENCLATURE	DESCRIPTION
1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
1	UA00658AA	ADD: SECURE OPERATION
1	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
1	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
1	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03583AA	ADD: FOUR CABLES, POWER 24VDC
1	CA03547AA	ADD: BRACKET, MOUNTING 2RU
1	CA03572AA	ADD: CABLE RETENTION BRACKET
1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	DSTG241B	TECH GLOBAL EVOLUTION SERIES 24INCH NON TOUCH
1	B1951	MICROPHONE, DESKTOP, USB
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
2	B1952	SPEAKER, DESKTOP, USB
2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1913	MCC SERIES HEADSET JACK
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	T8806A	WINDOWS SUPP TRANS CONFIG, A2020.1/A2021.1
1	DSGXTT0750N008	UPS, GXT5 TOWER 750VA/750W, 120V, 8.5 MIN RUNTIME, SOFTWARED
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE ROUTER & FIREWALL- AC



QTY	NOMENCLATURE	DESCRIPTION
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	T8810	STANDALONE DSC 8000 CONTROLLER
1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW
1	CA03832AA	ADD: NM/DISPATCH CONVENTIONAL SITE
1	CA03763AA	ADD: CABINET MOUNTING HARDWARE
1	F0016A	MC IOT MAIN MODEL
1	VA01370AA	ADD: MC-EDGE
1	VA00148	ADD: WALL MOUNT INSTALLATION KIT
1	VA00985AA	ADD: NO PIGGY_ MC-EDGE
2	VA00989AA	ADD: 8DO EE 16DI 5-18 V /DRY
1	VA00147	ADD: FRONT CABLE COVERS
1	VA00009	ADD: AC POWER SUPPLY UNIT 12V / 5A DC OUTPUT
1	DSIABDIN4	PANDUIT IABDIN4 4 RACK UNIT DIN RAIL FOR EIA 19" MOUNT
1	DSJPCBLEXPWRC13US	JUNIPER AC POWER CABLE, US 13A/125V, 8FT
1	FKN0044A	MC_EDGE AUX IO MIGRATION CABLE
1	T8639	JUNIPER FIREWALL APPLIANCE
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
4	CA03717AA	ADD: ACIM INTERFACE
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
4	CA03717AA	ADD: ACIM INTERFACE
1	TRN7343	SEVEN AND A HALF FOOT RACK
3	DSACPS6N120SN2TT	AC POWER STRIP, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE



MOTOROLA SOLUTIONS

QTY	NOMENCLATURE	DESCRIPTION
		(1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
4	0784469Y02	BRKT, CBL SUPPORT
1	3182602Y06	GROUNDING BUS BAR
1	2983724Y01	LUG, 2-HOLE RACK GND BAR
1	0310909C91	SCR LCK M6X1X13 STARPAN STL
2	DSGXTR27001017	UPS, GXT5 RACK 3000VA/2700W, 120V, 17 MIN RUNTIME, SOFTWIRED
1	BLN1328	FRU: INTERNAL CLIENT PC
1	BLN7228	FRU: MAINBOARD
1	BPN1031	FRU: POWER SUPPLY
1	BMN2000	FRU, MICROPHONE, DESKTOP, USB
1	BSN2000	FRU, SPEAKER, DESKTOP, USB
1	3082933N08	GR500 AC POWER CORD
1	BKN2001	FRU, USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1913	MCC SERIES HEADSET JACK
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
1	CLN1868	2930F 24-PORT SWITCH
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
1	CA03717AA	ADD: ACIM INTERFACE
1	DLN1444A	FRE: DSC 8000
1	FLN9985A	8DO EE 16DI 5-18 V /DRY
1	FLN0096	AC POWER SUPPLY 12V/120W DC OUT
5	L37TSS9PW1 N	ALL BAND CONSOLETTTE
5	GA05508	DEL: DELETE VHF BAND
5	GA05509	DEL: DELETE UHF BAND
5	G806	ENH: ASTRO DIGITAL CAI OP APX



QTY	NOMENCLATURE	DESCRIPTION
5	G51	ENH: SMARTZONE OPERATION APX
5	G361	ENH: P25 TRUNKING SOFTWARE APX
5	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE
5	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
5	GA00580	ADD: TDMA OPERATION APX
5	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
5	G78	ADD: 3Y ESSENTIAL SERVICE
5	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
5	G90	ADD: NO MICROPHONE NEEDED
5	CA01598	ADD: AC LINE CORD US
5	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT

*All Labor and Mobilization rates are based upon standard working hours

1. Terms subject to RI MPA 395as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note:

Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

>Identify "Motorola Solutions Inc." as the Vendor

>Have Payment Terms or Contract Number

>Be issued in the Legal Entity's Name

>Include a Bill-To Address with a Contact Name and Phone Number

>Include a Ship-To Address with a Contact Name and Phone Number

>Include an Ultimate Address (only if different than the Ship-To)

>Be Greater than or Equal to the Value of the Order

>Be in a Non-Editable Format

>Identify Tax Exemption Status (where applicable)

>Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

4. Prices quoted are valid for thirty (30) days from the date of this quote.



5. Unless otherwise stated, payment will be due within forty five day of invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL

MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES



memorandum

DATE: August 1, 2023
TO: Smithfield Town Council
FROM: Randy R. Rossi, Town Manager
RE: Contract for Grant Administration and Writing Services

In our ongoing crusade to locate alternative funding sources for a wide variety of projects it is important to have the necessary resources for the Town to compete for these opportunities. We have been successful in many of those opportunities thanks to partnering with Lisa Andoscia from Rosewood Consulting Company who has submitted numerous grant applications on behalf of the Town for an array of projects. The scope of services will include the follow:

- Work with the Town to establish projects and priorities in which to identify funding opportunities.
- Perform grants administration: research, write, track and secure funding opportunities with federal, state, local agencies/departments, and private foundations.
- Coordinate securing support from Congressional and State leaders, to secure maximum amount of grant awards.
- Facilitate meetings and represent the Town with stakeholders who oversee funding agencies and departments.
- Work with Town to draw down awarded funding, compliance, and status reports.
- Consultant will provide advisement re: media coverage, public relations, community outreach and project management for the Town as directed.

With Ms. Andoscia's over 24 years of experience and expertise she will help aid the Town in its efforts to bring our major projects to fruition. Below is a list of some projects that Ms. Andoscia was able to help the Town secure funding to accomplish this past year.

\$ 150,000 – RI Commerce, Placemaking Grant (Amphitheater Deerfield)
100,000 – RI DEM Recreation Small Grant (Splash Park)

125,000 – US Department of Justice COPS Grant (Personnel)
100,000 – RI Commerce, Take It Outside
38,000 – CDBG (Office of Housing and Community Development)
100,000 – RI Commerce Site Readiness Grant (Growth District Infrastructure)
840,000 – Congressional Community Grant FY 2023 (Sewer & Water Project)
\$1,453,000

Current Pending Grants Under Review for Award

\$1,100,000 – Congressional Community Grant FY 2024 (Water Interconnection)
125,000 – 2023 Site Readiness – Water Main Connection
250,000 – 2023 Main Street – Cedar Swamp Road Sidewalks
125,000 – COPS Grant (Special Investigations Officer) - Pending
\$1,160,000

MOTION:

Moved that the Smithfield Town Council hereby awards a contract for Grant Administration and Writing Services to Rosewood Consulting Company, LLC at a rate of \$4,800 per month from July 1, 2023 – June 30, 2025.

CONSULTING AGREEMENT ADDENDUM

1st day of July 2023, by and between Rosewood Consulting, Inc., One Rosewood Drive, North Providence, RI 02904 ("Rosewood") and the Town of Smithfield, 64 Farnum Pike, Smithfield, RI 02917 (the "Town") (collectively, the "Parties").

WHEREAS, Rosewood and the Town are parties to a Consulting Agreement, which has an effective date of July 1, 2023, (the "Consulting Agreement") that sets forth, among other things, the scope of services to be provided to the Town by Rosewood and the compensation to be paid to Rosewood by the Town; and

WHEREAS, the Town has determined that it wishes to have Rosewood continue perform services for the Town and Smithfield Town Council ("Town Council") voted to approve an extension of the terms of the Consulting Agreement, subject to certain revisions as set forth in this Addendum; and

WHEREAS, the Town wishes to engage Rosewood to provide services for the fiscal year beginning July 1, 2023 and to pay it a monthly retainer as compensation for those services; and

WHEREAS, the Parties wish to memorialize their understanding regarding the amendments to the terms of the Consulting Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties do hereby agree as follows:

1. Term of Agreement: The effective term of this Addendum is from July 1, 2023 through June 30, 2025, subject to extension by the Town Council. Notwithstanding any other provisions of this agreement either party may terminate this agreement for any reason by providing thirty (30) days written notice to the non-terminating party.
2. Scope of Services: Rosewood shall provide all the following services, subject to the direction of the Smithfield Town Manager {"Town Manager"}, as well as such other services as may mutually be agreed upon by the parties:
 - Work with the Town Manager to establish projects and priorities for which funding opportunities may be available for the Town.
 - Conduct a needs assessment and develop a plan to identify funding sources to help meet the Town's objectives.
 - Perform grants administration, including research, writing, tracking and procurement of funding opportunities from Federal, State and Local agencies and departments, as well as private foundations.
 - Coordinate the procurement of support from Congressional and State leaders to maximize grant opportunities.
 - Track Federal and State legislative initiatives pertinent to the Town's operations.
 - Facilitate meetings and represent the Town before stakeholders who oversee funding agencies and departments.

- Oversee administrative services necessary to satisfy grant requirements.
 - Work with Town to utilize funding and oversee compliance and status reports required in connection therewith.
 - Manage the process of submitting necessary post-award reports to funding agencies and ensure that compliance is maintained.
 - Attend meetings of the Town Council, or other such Town meetings as requested.
 - Coordinate with the Town Manager regarding projects that are shovel-ready in order to secure funding therefore.
 - Provide advice and counsel as requested regarding media coverage, public relations, community outreach and project management.
3. Compensation: The Town shall pay Rosewood a monthly payment in the amount of four thousand, eight hundred dollars (\$4,800.00), exclusive of reimbursable costs incurred by Rosewood on behalf of the Town.
 4. Except as modified by this Addendum, each of the provisions of the Consulting Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written:

ROSEWOOD CONSULTING, INC.

TOWN OF SMITHFIELD

Lisa Andoscia, President

Randy R. Rossi, Town Manager



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: July 27, 2023

Re: First Amendment to Land Lease Agreement of the Verizon Cell Tower behind Fire Station #1

Dear Town Council Members,

Please see the attached "First Amendment to Land Lease Agreement" submitted to the Town of Smithfield by Verizon Wireless. The amendment adjusts the monthly payment to the Town of Smithfield and extends the duration of the original land lease agreement.

Verizon Wireless has been reaching out to all of their land lease sites and asking to modify the monthly payment in order to restructure the company. We have been receiving \$2,070.00 per month which is used to fund our communications equipment and its maintenance as well as pay for much of our technology equipment and operating programs.

We negotiated with Verizon when they indicated they were looking to reduce costs. We ended at a dollar figure of \$1,702.00 per month with a 10% escalator for each subsequent additional extension. Additional extensions take place every 5 years with a total of 9 additional terms of 5 years built into the agreement. Although the Town Manager and I were looking for a better monthly dollar amount, this was the best we could negotiate. We both felt that the additional extension of the agreement, with what is still a reasonable monthly payment, is in the best interest of the Town.

The amendment was forwarded to the Town Solicitor for review and he agreed with the language as presented by Verizon Wireless.

This memo to the Council is the formal request to approve the First Amendment to Land Lease Agreement as documented by the attached agreement.

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: To approve the First Amendment to Land Lease Agreement of the Verizon Cell Tower behind Fire Station #1 as approved by the Town Solicitor.

"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."

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Town of Smithfield, Rhode Island (“LESSOR”), and Cellco Partnership d/b/a Verizon Wireless (“LESSEE”). LESSOR and LESSEE (or their predecessors in interest) entered into that certain Land Lease Agreement dated September 12, 2014, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which LESSEE is leasing or licensing from LESSOR a portion of that certain property located at 607 Putnam Pike, Smithfield, Providence County, Rhode Island, as more particularly described in the Agreement. LESSOR and LESSEE may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on June 30, 2023. Commencing on July 1, 2023, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 8 additional terms of 5 years each (each, an “Additional Extension Term”), unless LESSEE terminates the Agreement by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on July 1, 2023, the monthly rent during the Initial Extension Term shall be \$1,702.00 to be paid on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on July 1, 2028, monthly rent for each Additional Extension Term shall increase by 10% upon commencement of each Additional Extension Term.

3. Rent Credit. This First Amendment provides for a reduction in rent, effective July 1, 2023. The Parties acknowledge and agree that LESSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LESSEE’s rent due under the Agreement.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

5. Ratification and Reaffirmation. LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms

LESSEE Site Name: Greenville_2_Ri
LESSEE Location Code: 5000186723

and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

LESSEE Site Name: Greenville_2_Ri
LESSEE Location Code: 5000186723

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

LESSOR:

Town of Smithfield

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Cellco Partnership
d/b/a Verizon Wireless**

By: _____
Name: Sergei Mislevy
Title: Executive Director-Network Engineering/Real Estate
Date: _____



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: July 19, 2023

Re: Authorization for a Fire Lane on Right-of-Way located at 160 Stillwater Road

Dear Town Council Members,

Please see the attached letter from our Fire Marshal, Captain John O'Rourke regarding approval of a Fire Lane on the right-of-way located at 160 Stillwater Road. Included is a map and the Town Ordinance 198-142 regarding approval of fire lanes.

Captain O'Rourke has vetted the request from Mrs. Kerwin and determined that appropriate access for police and fire responses can be satisfied with the addition of the fire lane as proposed.

This memo to the Council is the formal request to approve the fire lane request as required by the town ordinance.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer", with a long horizontal flourish extending to the right.

Robert W. Seltzer
Chief of Department

Motion: To approve the fire lane request for the right-of-way behind 160 Stillwater Road as approved by the Smithfield Fire Marshal.

"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."



PHONE: 401-949-1330

FAX: 401-949-1192

SMITHFIELD FIRE DEPARTMENT

DIVISION OF FIRE PREVENTION

607 PUTNAM PIKE

SMITHFIELD, RI 02828



CAPT. JOHN O'ROURKE

FIRE MARSHAL

Chief Seltzer,

On Friday July 6, 2023, the Smithfield Fire Prevention Division received a request from Samantha Kerwin of 166 Stillwater Rd. for a possible width reduction of the Right of Way located behind 160 Stillwater Rd. Both 166 and 162 Stillwater are currently under new construction. This Right of Way allows access to the two new homes and four established homes addressed as 164, 158, 154, and 146 Stillwater Rd. During preliminary meetings, Town officials and Ms. Kerwin agreed on a paved improvement of the current Right of Way, which would span a 16ft. width and 3 ft. shoulder.

Ms. Kerwin has requested a reduction and is seeking a 15ft. improvement of the current Right of Way with a 4ft. shoulder. Ms. Kerwin states the change would substantially reduce paving cost due to the number of passes that would be required to lay the paving product. Additionally, Ms. Kerwin states she does not anticipate on-street parking from the residents serviced by the Right of Way.

Due to the location and amount of traffic, or lack thereof, I do not see any reason to deny the width reduction for the Right of Way improvement assuming the following conditions are met and are deemed satisfactory to the Town Council:

1. Limit parking to one side of the Right of Way and Post "FIRE LANE – NO PARKING ANYTIME – TOW ZONE" signage per Town of Smithfield Ordinance Chap. 198, Part 3 Fire Lanes. Signage coverage shall be spaced to border the full length of the Right of Way.
2. If additional development is proposed beyond the current Right of Way improvement, the required roadway width shall be enforced per the Rhode Island Fire Code and any Town of Smithfield Ordinances.

Respectfully,

Capt. John O'Rourke, ADSFM
Smithfield Fire Marshal

Chapter 198. Fire Prevention

Part 3. Fire Lanes

Article XVIII. Regulations

§ 198-142. Established; maintenance.

- A. The Town Council of the Town of Smithfield is hereby authorized to establish fire lanes on private property devoted to public use. The Town Council will act on such requests as presented to them by the Chief of the Fire Department. Such requests prior to arriving at the Town Council will have the approval of the Chief of the Fire Department and the Chief of police.
- B. The designation of such lanes shall never be held to make the Town responsible for maintenance of such fire lanes, but the owner of such property shall continue to be responsible for the maintenance of such area.

§ 198-143. Parking prohibited.

Parking of motor vehicles within any portion of a fire lane or otherwise obstructing a fire lane shall be prohibited at all times.

§ 198-144. Designation and signs.

- A. Upon the designation of a fire lane pursuant to this Part 3, the Traffic Safety Commission shall give notice of such designation to the owner of such area directing the owner to cause signs to be posted at the expense of the owner at designated locations as follows:

FIRE LANE - NO PARKING ANYTIME - TOW ZONE

- B. Such signs shall be of a standard size and color and of standard lettering and mounting conforming to specifications established by the Traffic Safety Commission and shall contain a notice as to the maximum penalty for violations. The Traffic Safety Commission shall also give notice to the owner directing the owner to cause such fire lane to be designated, painted and striped in accordance with the specifications of the Traffic Safety Commission.

§ 198-145. Official records.

The official record of the designation and location of fire lanes shall be kept in the office of the Traffic Safety Commission and by Chief of the Fire Department.

§ 198-146. Violations and penalties.

It shall be unlawful for the owner or operator of any motor vehicle to park the same in any portion of any area designated as a fire lane. It shall be unlawful for a property owner to fail to comply with a directive from the Traffic Safety Commission under § 198-144 hereof. Each day of noncompliance with such a directive shall be deemed a separate offense. Violators of any of the provisions of this Part 3 shall be subject to a fine of \$5 for each offense.

§ 198-147. Illegal parking.

A vehicle illegally parked or disabled in a fire lane may be towed away at the expense of the owner.^[1]

[1] *Editor's Note: State law reference - Removal of vehicles, G.L. 1956, § 31-22-13 et seq.*



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: August 2, 2023

Re: Authorization to Purchase a Stryker Ambulance Cot/Stretcher for the new Rescue on order

Dear Town Council Members,

Please see the attached quotes regarding the purchase of an ambulance stretcher for the new rescue truck that we have on order.

The new rescue truck that we have on order uses a new version "Loading System" that attaches to the ambulance stretcher and literally lifts the stretcher into the truck. Our current ambulance stretchers will not operate with this new loading system configuration, so it will be necessary to purchase a stretcher for the truck that is on order. This particular stretcher that we are seeking to purchase is also a "bariatric" stretcher that supports larger people upwards to 700 lb. Our current fleet of stretchers have a maximum capacity of 400 lb, so this will put a bariatric stretcher into service with our fleet of stretchers.

The ambulance stretcher we are recommending is a demo model in perfect condition. Purchase price for a new ambulance stretcher is \$28,648.32. Purchase price for the demo model is \$22,275.00. Stryker Medical pricing are quoted under RI Master Pricing Agreement MPA #370.

Thank you for your consideration.

Sincerely,

Robert W. Seltzer
Chief of Department

Motion: To approve the purchase of a Stryker ambulance cot for the price of \$22,275.00, to be purchased from Stryker Medical, as quoted per RI MPA #370.

"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."



~~Demo Cot~~

New

Quote Number: 10715520

Version: 1

Prepared For: SMITHFIELD FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Crystale Perry

Email: crystale.perry@stryker.com

Phone Number: (401) 255-8876

Quote Date: 06/13/2023

Expiration Date: 09/11/2023

Delivery Address

Name: SMITHFIELD FIRE DEPT

Account #: 1111044

Address: 607 PUTNAM PIKE

GREENVILLE

Rhode Island 02828-2137

End User - Shipping - Billing

Name: SMITHFIELD FIRE DEPT

Account #: 1111044

Address: 607 PUTNAM PIKE

GREENVILLE

Rhode Island 02828-2137

Bill To Account

Name: SMITHFIELD FIRE DEPT

Account #: 1111044

Address: 607 PUTNAM PIKE

GREENVILLE

Rhode Island 02828-2137

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	1	\$28,294.64	\$28,294.64
Equipment Total:					\$28,294.64

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$353.68
Grand Total:	\$28,648.32



Demo

Demo Cot

Quote Number: 10715504

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: SMITHFIELD FIRE DEPT

Rep: Crystale Perry

Email: crystale.perry@stryker.com

Attn:

Phone Number: (401) 255-8876

Quote Date: 06/13/2023

Expiration Date: 09/11/2023

Delivery Address

Name: SMITHFIELD FIRE DEPT

Account #: 1111044

Address: 607 PUTNAM PIKE

GREENVILLE

Rhode Island 02828-2137

End User - Shipping - Billing

Name: SMITHFIELD FIRE DEPT

Account #: 1111044

Address: 607 PUTNAM PIKE

GREENVILLE

Rhode Island 02828-2137

Bill To Account

Name: SMITHFIELD FIRE DEPT

Account #: 1111044

Address: 607 PUTNAM PIKE

GREENVILLE

Rhode Island 02828-2137

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	1	\$22,000.00	\$22,000.00
Equipment Total:					\$22,000.00

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$275.00

Grand Total: \$22,275.00

Comments:

- Special pricing for demo cot
- Based on availability



SMITHFIELD POLICE DEPARTMENT INTER-DEPARTMENTAL MEMO

DATE: Tuesday, July 25, 2023
TO: Town Manager Randy R. Rossi
FROM: Chief Richard P. St.Sauveur, Jr.
SUBJECT: Purchase of NICE Recorder

Town Manager Rossi,

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Police Department will be requesting authorization, at the August 8, 2023, Town Council Meeting, for the purchase of an upgraded NICE Recorder to replace our existing NICE Recorder. This technology records the Department's telephone lines and radio transmissions, and is essential to maintaining accreditation through the Commission on Accreditation for Law Enforcement Agencies, Inc (CALEA).

Rhode Island 911 is phasing out their analog 911 phones and replacing them with IP phones. Unfortunately, our existing recorder does not support digital recordings. As such, the Department won't be able to install the new 911 lines until we upgrade our recorder.

The Department's existing recorder was purchased through Business Electronic Holdings, Inc. (BEI) in 2014. Our service contract with BEI was recently extended through April 2024. BEI, through their partner (Intlx Solutions), has provided us with a quote for a new NICE Recorder which comes with a 1-year warranty. BEI will continue to honor the current service contract after the product's 1-year warranty has expired.

The total cost for the new NICE Recorder is \$13,280.

Respectfully,

AGENDA ITEM

Consider, discuss, and act upon authorizing the Smithfield Police Department to purchase a NICE Recorder from Intlx Solutions, Canton, MA, through the Massachusetts Higher Education Consortium, in the amount of \$13,280.00, with funds available through the Department's Restricted Revenue Account.

Moved, that the Smithfield Town Council authorize the Smithfield Police Department to purchase a NICE Recorder from Intlx Solutions, Canton, MA, through the Massachusetts Higher Education Consortium, in the amount of \$13,280.00, with funds available through the Department's Restricted Revenue Account.

Quote Q-3267



intlx Solutions, LLC

780 Dedham St.
Canton Massachusetts
02021
United States

Smithfield Police

215 Pleasant View Ave
Smithfield RI
02917

Customer contact: **Gregg L. Catlow Sr.**

July 24 2023

Quote reference : **Q-3267**
Sales contact : **Meredith Belliveau**
Order currency : **US Dollar**
Valid until : **August 23 2023**

Title: NICE Upgrade

Purchases

Item	Quantity	Unit price	Sales price	Notes
NICE Upgrade	1.00	\$13,280.00	\$13,280.00	1
12 NICE Inform Essential Audio Recording License \$4,800.00				
1 HP ML110 4.5U Server Kit G10 SFF, 16GB RAM, 2x2TB & Redundant Power Supplies \$3,495.00				
1HP Tower to Rack Universal Conv Kit \$210.00				
1 SQL 2019 64 bit Server Client Access License \$225.00				
2 SQL 2019 64 bit User Client Access License (required for each user who will access recorder) \$450.00				
1 MySQL Server license (Standard Edition) \$375.00				
BEI Professional Services \$3485.00				
SM2N-NICE Tier II Remote Maintenance & Support, Includes software hot fixes, update packs and minor version upgrades. Excludes major version upgrades \$295.00				
NICE- BEI Discount \$(-1000.00)				
Total			\$13,280.00	

Commercial terms

1. Invoiced When contract signed.
Payments terms: 30 Days

Contract terms:

a) Master Blanket Purchase Order PO-20-1080-OSD03-SRC01-20736

*Shipping Costs are Not Included and may be invoiced separately.

**Terms & Conditions: This is a firm Service Order ("Order") governed by the terms and conditions of the Master Services Agreement (the "Agreement") between intlx and the Sold-To party ("Customer") or the standard form intlx MSA, [found here](#), if none exists.



SMITHFIELD POLICE DEPARTMENT INTER-DEPARTMENTAL MEMO

DATE: Wednesday, August 02, 2023
TO: Town Manager Randy R. Rossi
FROM: Chief Richard P. St.Sauveur, Jr.
SUBJECT: Purchase of Police Vehicles

Town Manager Rossi,

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Police Department will be requesting authorization at the August 8, 2023, Town Council Meeting for the purchase of four (4) fully equipped police vehicles. Two (2) of the vehicles are 2023 Chevy Tahoe PPV's. Two (2) of the vehicles are 2024 Ford Edges. The total amount for these vehicles is \$219,590.40. These vehicles will be purchased from the Colonial Municipal Group, Marlborough, MA, through the Greater Boston Police Council bid.

These vehicles will be financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.

Respectfully,

Richard P. St.Sauveur, Jr.
Police Chief

AGENDA ITEM:

Consider, discuss, and act upon authorizing the Police Department to purchase four (4) fully equipped police vehicles from Colonial Municipal Group, Marlborough, MA, in the amount of \$219,590.40 through the Greater Boston Police Council bid and financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.

Moved, that the Smithfield Town Council authorize the Police Department to purchase four (4) fully equipped police vehicles from Colonial Municipal Group, Marlborough, MA, in the amount of \$219,590.40 through the Greater Boston Police Council bid and financed through the Town of Smithfield Capital Lease Fund with funds available in the Police Equipment Fund.



Veh_Smithfield PD RI - 2024 Ford Edge ST Chiefs Admin Vehicle

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Veh_Smithfield PD RI - 2024 Ford Edge ST Chiefs Admin Vehicle

Quote #ITS056614NE v1

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Date Issued:

07.28.2023

Contract:

MAPC/GPBC & PSE01 Contract Pricing		Qty

Vehicles		Price	Qty	Ext. Price
VEHICLE	2024 Ford Edge SEL AWD Chief's Carbonized Grey INSERT VEHICLE SKUS HERE	\$37,425.00	1	\$37,425.00
Upgrade to ST	Upgrade to ST	\$6,870.00	1	\$6,870.00
Front & Floor Liners	Front & Floor Liners	\$196.00	1	\$196.00
Mini Size Tire	Mini Size Tire	\$98.00	1	\$98.00
			Subtotal:	\$44,589.00

Lighting - Sirens		Price	Qty	Ext. Price
EXPMOD24	FED SIG - PATHFINDER 24-CHANNEL EXPANSION	\$295.00	1	\$295.00
ES100C	FED SIG - SPKR,EMERG, 100W,PLASTIC,	\$285.00	1	\$285.00
ESB-U	FED SIG - KIT,ES100 UNIVERSAL BAIL	\$44.00	1	\$44.00
MPS62U-RB	FED SIG - DUAL COLOR,12-LED,RED/BLUE (4) REAR HATCH BEHIND GLASS FOR EACH VEHICLE	\$186.00	4	\$744.00
MPS63U-RBW	FED SIG - TRI COLOR,18-LED,RED/BLUE/WHIT (4) IN GRILLE (2) REAR 1/4 GLASS	\$202.50	6	\$1,215.00
416900XZ-BW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) BACK UPS	\$153.50	2	\$307.00
416900XZ-RW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) BRAKE LIGHTS	\$153.50	2	\$307.00



Veh_Smithfield PD RI - 2024 Ford Edge ST Chiefs Admin Vehicle

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Lighting - Sirens		Price	Qty	Ext. Price
416300X-RB	FED SIG - FLSH MNT LIGHT HEAD,X,RED/BLU INSIDE LOWER HATCH W/ ON/OFF SWITCH	\$145.00	2	\$290.00
COM3SRWC	Fed Sig - 3" RND. SURF.MNT.LIGHT,RED/WHT Two (2) on inner tailgate to illuminate cargo area when open. Controlled by two position on/off/on switch for red or white light.	\$118.00	2	\$236.00
SIFMJP	FED SIG (4) LAMP DUO R/B FED SIG (4) LAMP DUO R/B	\$795.00	1	\$795.00
MPSM6-LB	FED SIG - KIT,L-BRKT,SINGLE HD,MS6	\$0.00	10	\$0.00
			Subtotal:	\$4,518.00

Paint / Graphics / Tint		Price	Qty	Ext. Price
Vehicle-Upfit- Outside Service	TINT - Windshield Sun Strip and front windows - 35%	\$245.00	1	\$245.00
			Subtotal:	\$245.00

Misc Additions		Price	Qty	Ext. Price
Vehicle-Upfit- Supplies	Misc. Material to include connectors,wire,hardware,fuseblocks,relays	\$195.00	1	\$195.00
			Subtotal:	\$195.00

Installation		Price	Qty	Ext. Price
Vehicle-Upfit- Radios	Install Customer Supplied 2-way radio	\$250.00	1	\$250.00
			Subtotal:	\$250.00

Quote Summary	Amount
Vehicles	\$44,589.00
Lighting - Sirens	\$4,518.00
Paint / Graphics / Tint	\$245.00
Misc Additions	\$195.00
Installation	\$250.00
Total:	\$49,797.00



Veh_Smithfield PD RI - 2024 Ford Edge ST Deputy Chiefs Admin Vehicle

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Veh_Smithfield PD RI - 2024 Ford Edge ST Deputy Chiefs Admin Vehicle

Quote #ITS056628NE v1

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Date Issued:

07.28.2023

Contract:

MAPC/GPBC & PSE01 Contract Pricing		Qty

Vehicles		Price	Qty	Ext. Price
VEHICLE	2024 Ford Edge SEL AWD Deputy Chief's INSERT VEHICLE SKUS HERE	\$37,425.00	1	\$37,425.00
Upgrade to ST	Upgrade to ST	\$6,870.00	1	\$6,870.00
Stone Blue Color	Stone Blue Color	\$485.10	1	\$485.10
Front & Rear Floor Liners	Front & Rear Floor Liners	\$196.00	1	\$196.00
Mini SpareTire	Mini SpareTire	\$98.00	1	\$98.00
			Subtotal:	\$45,074.10

Lighting - Sirens		Price	Qty	Ext. Price
EXPMOD24	FED SIG - PATHFINDER 24-CHANNEL EXPANSION	\$295.00	1	\$295.00
ES100C	FED SIG - SPKR,EMERG, 100W,PLASTIC,	\$285.00	1	\$285.00
ESB-U	FED SIG - KIT,ES100 UNIVERSAL BAIL	\$44.00	1	\$44.00
MPS62U-RB	FED SIG - DUAL COLOR,12-LED,RED/BLUE (4) REAR HATCH BEHIND GLASS FOR EACH VEHICLE	\$186.00	4	\$744.00
MPS63U-RBW	FED SIG - TRI COLOR,18-LED,RED/BLUE/WHIT (4) IN GRILLE (2) REAR 1/4 GLASS	\$202.50	6	\$1,215.00
416900XZ-BW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) BACK UPS	\$153.50	2	\$307.00



Veh_Smithfield PD RI - 2024 Ford Edge ST Deputy Chiefs Admin Vehicle

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

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Lighting - Sirens		Price	Qty	Ext. Price
416900XZ-RW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) BRAKE LIGHTS	\$153.50	2	\$307.00
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SIFMJP	FED SIG (4) LAMP DUO R/B FED SIG (4) LAMP DUO R/B	\$795.00	1	\$795.00
MPSM6-LB	FED SIG - KIT,L-BRKT,SINGLE HD,MS6	\$0.00	10	\$0.00
Subtotal:				\$4,518.00

Paint / Graphics / Tint		Price	Qty	Ext. Price
Vehicle-Upfit- Outside Service	TINT - Windshield Sun Strip and front windows - 35%	\$245.00	1	\$245.00
Subtotal:				\$245.00

Misc Additions		Price	Qty	Ext. Price
Vehicle-Upfit- Supplies	Misc. Material to include connectors,wire,hardware,fuseblocks,relays	\$195.00	1	\$195.00
Subtotal:				\$195.00

Installation		Price	Qty	Ext. Price
Vehicle-Upfit- Radios	Install Customer Supplied 2-way radio	\$250.00	1	\$250.00
Subtotal:				\$250.00

Quote Summary		Amount
Vehicles		\$45,074.10
Lighting - Sirens		\$4,518.00
Paint / Graphics / Tint		\$245.00
Misc Additions		\$195.00
Installation		\$250.00
Total:		\$50,282.10



Veh_Smithfield PD RI - 2024 Ford Edge ST Deputy Chiefs Admin Vehicle

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Veh_Smithfield PD RI - 2024 Ford Edge ST Deputy Chiefs Admin Vehicle

Quote #ITS056628NE v1

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Date Issued:

07.28.2023

Contract:

MAPC/GPBC & PSE01 Contract Pricing		Qty

Vehicles		Price	Qty	Ext. Price
VEHICLE	2024 Ford Edge SEL AWD Deputy Chief's INSERT VEHICLE SKUS HERE	\$37,425.00	1	\$37,425.00
Upgrade to ST	Upgrade to ST	\$6,870.00	1	\$6,870.00
Stone Blue Color	Stone Blue Color	\$485.10	1	\$485.10
Front & Rear Floor Liners	Front & Rear Floor Liners	\$196.00	1	\$196.00
Mini SpareTire	Mini SpareTire	\$98.00	1	\$98.00
			Subtotal:	\$45,074.10

Lighting - Sirens		Price	Qty	Ext. Price
EXPMOD24	FED SIG - PATHFINDER 24-CHANNEL EXPANSION	\$295.00	1	\$295.00
ES100C	FED SIG - SPKR,EMERG, 100W,PLASTIC,	\$285.00	1	\$285.00
ESB-U	FED SIG - KIT,ES100 UNIVERSAL BAIL	\$44.00	1	\$44.00
MPS62U-RB	FED SIG - DUAL COLOR,12-LED,RED/BLUE (4) REAR HATCH BEHIND GLASS FOR EACH VEHICLE	\$186.00	4	\$744.00
MPS63U-RBW	FED SIG - TRI COLOR,18-LED,RED/BLUE/WHIT (4) IN GRILLE (2) REAR 1/4 GLASS	\$202.50	6	\$1,215.00
416900XZ-BW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) BACK UPS	\$153.50	2	\$307.00



Veh_Smithfield PD RI - 2024 Ford Edge ST Deputy Chiefs Admin Vehicle

Colonial Municipal Group - C

61 Brigham St
 Marlborough, MA 01752
 Contact: John Welch
 Email: jwelch@buycmg.com

Sales Rep

Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Lighting - Sirens		Price	Qty	Ext. Price
416900XZ-RW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) BRAKE LIGHTS	\$153.50	2	\$307.00
416300X-RB	FED SIG - FLSH MNT LIGHT HEAD,X,RED/BLU INSIDE LOWER HATCH W/ ON/OFF SWITCH	\$145.00	2	\$290.00
COM3SRWC	Fed Sig - 3" RND. SURF.MNT.LIGHT,RED/WHT Two (2) on inner tailgate to illuminate cargo area when open. Controlled by two position on/off/on switch for red or white light.	\$118.00	2	\$236.00
SIFMJP	FED SIG (4) LAMP DUO R/B FED SIG (4) LAMP DUO R/B	\$795.00	1	\$795.00
MPSM6-LB	FED SIG - KIT,L-BRKT,SINGLE HD,MS6	\$0.00	10	\$0.00
Subtotal:				\$4,518.00

Paint / Graphics / Tint		Price	Qty	Ext. Price
Vehicle-Upfit- Outside Service	TINT - Windshield Sun Strip and front windows - 35%	\$245.00	1	\$245.00
Subtotal:				\$245.00

Misc Additions		Price	Qty	Ext. Price
Vehicle-Upfit- Supplies	Misc. Material to include connectors,wire,hardware,fuseblocks,relays	\$195.00	1	\$195.00
Subtotal:				\$195.00

Installation		Price	Qty	Ext. Price
Vehicle-Upfit- Radios	Install Customer Supplied 2-way radio	\$250.00	1	\$250.00
Subtotal:				\$250.00

Quote Summary	Amount
Vehicles	\$45,074.10
Lighting - Sirens	\$4,518.00
Paint / Graphics / Tint	\$245.00
Misc Additions	\$195.00
Installation	\$250.00
Total:	\$50,282.10



Veh_Smithfield PD RI- 1st 2023 Chevy Tahoe PPV Patrol Supervisor

Colonial Municipal Group - C
 61 Brigham St
 Marlborough, MA 01752
 Contact: David Brown
 Email: dbrown@buycmg.com

Sales Rep
 Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Veh_Smithfield PD RI- 1st 2023 Chevy Tahoe PPV Patrol Supervisor

Quote #ITS056607NE v2

Colonial Municipal Group - C
 61 Brigham St
 Marlborough, MA 01752
 Contact: David Brown
 Email: dbrown@buycmg.com

Sales Rep
 Paul Leon
 P: 888-615-2770 x285
 E: pleon@itsg.us.com

Date Issued:
07.31.2023
 Contract:
GBPC/MAPC 2023 Vehicle & PSE01 Equipment Contracts

MAPC/GBPC VEHICLE CONTRACT & PSE01 EQUIPMENT CONTRACT	Qty
--	-----

Vehicles		Price	Qty	Ext. Price
VEHICLE	2023 Chevy Tahoe PPV (Pitch Black) INSERT VEHICLE SKUS HERE	\$39,485.00	1	\$39,485.00
Drivers side spot light	Drivers side spot light	\$776.00	1	\$776.00
Keyless Entry 4 Fobs	Keyless Entry	\$71.25	1	\$71.25
Key Common	Key Common	\$47.50	1	\$47.50
Front Aux Dome Lights	Front Aux Dome Lights	\$161.50	1	\$161.50
Flasher System Head Lamp & Tail Lamps	Flasher System Head Lamp & Tail Lamps	\$47.50	1	\$47.50
			Subtotal:	\$40,588.75

Lighting - Sirens		Price	Qty	Ext. Price
SIFMJS	FED SIG - Spectralux - Split Front ILS (8) Lamp (ENTER REFERENCE # and PRICING) ENTER REFERENCE#	\$1,260.00	1	\$1,260.00
SIFMJH	FED SIG - Spectralux - Rear Hatch ILS (8) Lamp (ENTER REFERENCE # and PRICING) ENTER REFERENCE #	\$1,315.00	1	\$1,315.00
PF200R	FED SIG - PATHFINDER,100/200W REMOTE HEAD	\$1,445.00	1	\$1,445.00
EXPMOD24	FED SIG - PATHFINDER 24-CHANNEL EXPANSION	\$295.00	1	\$295.00
ES100C	FED SIG - SPKR,EMERG, 100W,PLASTIC,	\$285.00	1	\$285.00
RBKIT2	FED SIG - KIT,DUAL RUMBLER SPKR	\$795.00	1	\$795.00



Veh_Smithfield PD RI- 1st 2023 Chevy Tahoe PPV Patrol Supervisor

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Lighting - Sirens		Price	Qty	Ext. Price
MPS62U-BW	FED SIG - DUAL COLOR,12-LED,BLUE/WHITE (2) FRONT GRILLE (1) REAR 1/4 GLASS (1) REAR LICENSE PLATE	\$202.50	4	\$810.00
MPS62U-RW	FED SIG - DUAL COLOR,12-LED,RED/WHITE (2) FRONT GRILLE (1) REAR 1/4 GLASS (1) REAR LICENSE PLATE	\$202.50	4	\$810.00
MPSW9X-RW	FED SIG - MPS WIDE ANG X,RED/WHT	\$245.00	1	\$245.00
MPSW9X-BW	FED SIG - MPS WIDE ANG X,BLU/WHT	\$245.00	1	\$245.00
416900XZ-BW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) REAR BACKUPS (1) FRONT FOG LAMP AREA	\$153.50	3	\$460.50
416900XZ-RW	FED SIG - CORNER LED,DUAL,INLINE FLASHER FRONT LOWER FOG LAMP	\$120.00	1	\$120.00
416300-RB	FED SIG - FLSH MNT LIGHT HEAD, RED/BLU REAR INSIDE LOWER HATCH	\$145.00	2	\$290.00
COM3SRWC	Fed Sig - 3" RND. SURF.MNT.LIGHT,RED/WHT Two (2) on inner tailgate to illuminate cargo area when open. Controlled by two position on/off/on switch for red or white light.	\$118.00	2	\$236.00
RB-TAH21	FED SIG - BRKT KIT,RUMBLER,TAH21	\$0.00	1	\$0.00
MPSMW9-TAH21MIR	FED SIG - KIT,BRKT,MPSW9,MIRROR,21TAH	\$0.00	1	\$0.00
ESBL2-TAH21ND	FED SIG - BRKT KIT,DUAL,ES100C W LTS	\$95.00	1	\$95.00
EXPHARN05	FED SIG - WIRE ASSY, EXP. MODULE,	\$290.90	1	\$290.90
			Subtotal:	\$8,997.40

Consoles / Mounts		Price	Qty	Ext. Price
CUP2-1001	HAVIS - Internal cup holders	\$58.00	1	\$58.00



Veh_Smithfield PD RI- 1st 2023 Chevy Tahoe PPV Patrol Supervisor

Colonial Municipal Group - C

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Consoles / Mounts		Price	Qty	Ext. Price
C-ARM-103	HAVIS - Armrest for top mount, console, large pad	\$142.00	1	\$142.00
425-3816	Jotto - Magnetic Microphone System - Single Pack	\$37.20	2	\$74.40
C-PM-124	Havis - Brother PocketJet 6 and 7 printer mount Havis - Brother PocketJet Printer Mount	\$225.00	1	\$225.00
			Subtotal:	\$499.40

Weapons Management		Price	Qty	Ext. Price
GK10271UHK	Setina - Single T-Rail Mount Universal XL With Handcuff Key Override	\$587.00	1	\$587.00
GF1092TAH21	Setina - T-Rail Mount Kit Free Standing	\$474.05	1	\$474.05
			Subtotal:	\$1,061.05

Antennas - Radios		Price	Qty	Ext. Price
QWB800	806-896 MHz 1/4 Wave Black Mobile Antenna	\$50.00	1	\$50.00
QWB152	Laird 152-162 MHz 1/4 Wave Blk Mobile Antenna Laird 152-162 MHz 1/4 Wave Blk Mobile Antenna	\$50.00	1	\$50.00
			Subtotal:	\$100.00

Technology		Price	Qty	Ext. Price
FP47T4JA1CXX	GETAC F110 RUGGED TABLET	\$3,265.00	1	\$3,265.00
543391800002	F110G5 & G6 - GAMBER JOHNSON, 7160-1584-03, VEHICL F110 - GAMBER JOHNSON, 7160-1584-03, VEHICLE DOCK, WITH TRI PASS-THROUGH	\$650.00	1	\$650.00
AP-MMF-CWG-Q-S222-BL	AP-MULTIMAX FV-Single Cellular/LTE & WiFi & GNSS-B AP-MULTIMAX FV-Single Cellular/LTE & WiFi & GNSS-Black-SMA-Thrubolt	\$200.00	1	\$200.00
GAD2X8	GETAC 120W 11-16V, 22-32V DC VEHICLE ADAPTER (BARE Getac DC Supply	\$100.00	1	\$100.00
KBA-BLTX-USNNR-US	KEYBOARD; RUGGED 83 KEY KEYBOARD W/ TOUCHPAD AND RED BACKLIGHTING. STRAIGHT CORD	\$300.00	1	\$300.00
CG-X	Havis - ChargeGuard-Select	\$80.00	1	\$80.00
500-0015	Westin - Tablet and Keyboard Mount with Two Telescopic Posts. Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket (UDB- 01). Keyboard Post with G.R.I.P. Tilt/Swivel and Double Articulated Arm and Keyboard Tray. Telescopic Mi	\$650.00	1	\$650.00



Veh_Smithfield PD RI- 1st 2023 Chevy Tahoe PPV Patrol Supervisor

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Technology		Price	Qty	Ext. Price
PJ823-KIT	Brother Pocket Jet 823 Kit - Include Printer, Cable, Wiring Brother Pocket Jet 823 Kit - Include Printer, Cable, Wiring	\$510.00	1	\$510.00
Vehicle-Upfit- Outside Service	Hourly Labor Rate For Vehicle Upfit - Outside Service	\$550.00	1	\$550.00
Subtotal:				\$6,305.00

Misc Additions		Price	Qty	Ext. Price
Vehicle-Upfit- Supplies	Misc. Material to include connectors,wire,hardware,fuseblocks,relays	\$295.00	1	\$295.00
LOFT-21TAH-GV- AO	LUND - 21+ Tahoe Loft Single Weapon Storage Tray w/ Auto Open - Interior Dimension 16.5" x 40" LOFT-21TAH-GV-AO Includes Standard Gun Lock, Muzzle Bracket Assembly, Momentary Push Button Switch. (Optional Accessories Available)	\$1,230.00	1	\$1,230.00
LOFT-21TAH- NPKIT	LUND - LOFT Front bulkhead and brackets for Non Cage mounting, 2021+ Tahoe	\$219.05	1	\$219.05
Subtotal:				\$1,744.05

Installation		Price	Qty	Ext. Price
Vehicle-Upfit- Radios	Install customer Dual Band 2-way radios	\$460.00	1	\$460.00
Subtotal:				\$460.00

Quote Summary	Amount
Vehicles	\$40,588.75
Lighting - Sirens	\$8,997.40
Consoles / Mounts	\$499.40
Weapons Management	\$1,061.05
Antennas - Radios	\$100.00
Technology	\$6,305.00
Misc Additions	\$1,744.05
Installation	\$460.00
Total:	\$59,755.65



Veh_Smithfield PD RI- 2nd 2023 Chevy Tahoe PPV Patrol Supervisor

Colonial Municipal Group - C

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Veh_Smithfield PD RI- 2nd 2023 Chevy Tahoe PPV Patrol Supervisor

Quote #ITS056609NE v2

Colonial Municipal Group - C

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Date Issued:

07.31.2023

Contract:

GBPC/MAPC 2023 Vehicle & PSE01 Equipment Contracts

MAPC/GBPC VEHICLE CONTRACT & PSE01 EQUIPMENT CONTRACT		Qty

Vehicles		Price	Qty	Ext. Price
VEHICLE	2023 Chevy Tahoe PPV (Pitch Black) INSERT VEHICLE SKUS HERE	\$39,485.00	1	\$39,485.00
Drivers side spot light	Drivers side spot light	\$776.00	1	\$776.00
Keyless Entry 4 Fobs	Keyless Entry	\$71.25	1	\$71.25
Key Common	Key Common	\$47.50	1	\$47.50
Front Aux Dome Lights	Front Aux Dome Lights	\$161.50	1	\$161.50
Flasher System Head Lamp & Tail Lamps	Flasher System Head Lamp & Tail Lamps	\$47.50	1	\$47.50
			Subtotal:	\$40,588.75

Lighting - Sirens		Price	Qty	Ext. Price
SIFMJS	FED SIG - Spectralux - Split Front ILS (8) Lamp (ENTER REFERENCE # and PRICING) ENTER REFERENCE#	\$1,260.00	1	\$1,260.00
SIFMJH	FED SIG - Spectralux - Rear Hatch ILS (8) Lamp (ENTER REFERENCE # and PRICING) ENTER REFERENCE #	\$1,315.00	1	\$1,315.00
PF200R	FED SIG - PATHFINDER,100/200W REMOTE HEAD	\$1,445.00	1	\$1,445.00
EXPMOD24	FED SIG - PATHFINDER 24-CHANNEL EXPANSION	\$295.00	1	\$295.00
ES100C	FED SIG - SPKR,EMERG, 100W,PLASTIC,	\$285.00	1	\$285.00
RBKIT2	FED SIG - KIT,DUAL RUMBLER SPKR	\$795.00	1	\$795.00



Veh_Smithfield PD RI- 2nd 2023 Chevy Tahoe PPV Patrol Supervisor

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Lighting - Sirens		Price	Qty	Ext. Price
MPS62U-BW	FED SIG - DUAL COLOR,12-LED,BLUE/WHITE (2) FRONT GRILLE (1) REAR 1/4 GLASS (1) REAR LICENSE PLATE	\$202.50	4	\$810.00
MPS62U-RW	FED SIG - DUAL COLOR,12-LED,RED/WHITE (2) FRONT GRILLE (1) REAR 1/4 GLASS (1) REAR LICENSE PLATE	\$202.50	4	\$810.00
MPSW9X-RW	FED SIG - MPS WIDE ANG X,RED/WHT	\$245.00	1	\$245.00
MPSW9X-BW	FED SIG - MPS WIDE ANG X,BLU/WHT	\$245.00	1	\$245.00
416900XZ-BW	FED SIG - CORNER LED,DUAL,INLINE FLASHER (2) REAR BACKUPS (1) FRONT FOG LAMP AREA	\$153.50	3	\$460.50
416900XZ-RW	FED SIG - CORNER LED,DUAL,INLINE FLASHER FRONT LOWER FOG LAMP	\$120.00	1	\$120.00
416300-RB	FED SIG - FLSH MNT LIGHT HEAD, RED/BLU REAR INSIDE LOWER HATCH	\$145.00	2	\$290.00
COM3SRWC	Fed Sig - 3" RND. SURF.MNT.LIGHT,RED/WHT Two (2) on inner tailgate to illuminate cargo area when open. Controlled by two position on/off/on switch for red or white light.	\$118.00	2	\$236.00
RB-TAH21	FED SIG - BRKT KIT,RUMBLER,TAH21	\$0.00	1	\$0.00
MPSMW9-TAH21MIR	FED SIG - KIT,BRKT,MPSW9,MIRROR,21TAH	\$0.00	1	\$0.00
ESBL2-TAH21ND	FED SIG - BRKT KIT,DUAL,ES100C W LTS	\$95.00	1	\$95.00
EXPHARN05	FED SIG - WIRE ASSY, EXP. MODULE,	\$290.90	1	\$290.90
			Subtotal:	\$8,997.40

Consoles / Mounts		Price	Qty	Ext. Price
CUP2-1001	HAVIS - Internal cup holders	\$58.00	1	\$58.00



Veh_Smithfield PD RI- 2nd 2023 Chevy Tahoe PPV Patrol Supervisor

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C-PM-124	Havis - Brother PocketJet 6 and 7 printer mount Havis - Brother PocketJet Printer Mount	\$225.00	1	\$225.00
			Subtotal:	\$499.40

Weapons Management		Price	Qty	Ext. Price
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GF1092TAH21	Setina - T-Rail Mount Kit Free Standing	\$474.05	1	\$474.05
			Subtotal:	\$1,061.05

Antennas - Radios		Price	Qty	Ext. Price
QWB800	806-896 MHz 1/4 Wave Black Mobile Antenna	\$50.00	1	\$50.00
QWB152	Laird 152-162 MHz 1/4 Wave Blk Mobile Antenna Laird 152-162 MHz 1/4 Wave Blk Mobile Antenna	\$50.00	1	\$50.00
			Subtotal:	\$100.00

Technology		Price	Qty	Ext. Price
FP47T4JA1CXX	GETEC F110 RUGGED TABLET	\$3,265.00	1	\$3,265.00
543391800002	F110G5 & G6 - GAMBER JOHNSON, 7160-1584-03, VEHICL F110 - GAMBER JOHNSON, 7160-1584-03, VEHICLE DOCK, WITH TRI PASS-THROUGH	\$650.00	1	\$650.00
AP-MMF-CWG-Q-S222-BL	AP-MULTIMAX FV-Single Cellular/LTE & WiFi & GNSS-B AP-MULTIMAX FV-Single Cellular/LTE & WiFi & GNSS-Black-SMA-Thrubolt	\$200.00	1	\$200.00
GAD2X8	GETAC 120W 11-16V, 22-32V DC VEHICLE ADAPTER (BARE Getac DC Supply	\$100.00	1	\$100.00
KBA-BLTX-USNNR-US	KEYBOARD; RUGGED 83 KEY KEYBOARD W/ TOUCHPAD AND RED BACKLIGHTING. STRAIGHT CORD	\$300.00	1	\$300.00
CG-X	Havis - ChargeGuard-Select	\$80.00	1	\$80.00
500-0015	Westin - Tablet and Keyboard Mount with Two Telescopic Posts. Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket (UDB- 01). Keyboard Post with G.R.I.P. Tilt/Swivel and Double Articulated Arm and Keyboard Tray. Telescopic Mi	\$650.00	1	\$650.00



Veh_Smithfield PD RI- 2nd 2023 Chevy Tahoe PPV Patrol Supervisor

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Technology		Price	Qty	Ext. Price
PJ823-KIT	Brother Pocket Jet 823 Kit - Include Printer, Cable, Wiring Brother Pocket Jet 823 Kit - Include Printer, Cable, Wiring	\$510.00	1	\$510.00
Vehicle-Upfit- Outside Service	Hourly Labor Rate For Vehicle Upfit - Outside Service	\$550.00	1	\$550.00
Subtotal:				\$6,305.00

Misc Additions		Price	Qty	Ext. Price
Vehicle-Upfit- Supplies	Misc. Material to include connectors,wire,hardware,fuseblocks,relays	\$295.00	1	\$295.00
LOFT-21TAH-GV- AO	LUND - 21+ Tahoe Loft Single Weapon Storage Tray w/ Auto Open - Interior Dimension 16.5" x 40" LOFT-21TAH-GV-AO Includes Standard Gun Lock, Muzzle Bracket Assembly, Momentary Push Button Switch. (Optional Accessories Available)	\$1,230.00	1	\$1,230.00
LOFT-21TAH- NPKIT	LUND - LOFT Front bulkhead and brackets for Non Cage mounting, 2021+ Tahoe	\$219.05	1	\$219.05
Subtotal:				\$1,744.05

Installation		Price	Qty	Ext. Price
Vehicle-Upfit- Radios	Install customer Dual Band 2-way radios	\$460.00	1	\$460.00
Subtotal:				\$460.00

Quote Summary	Amount
Vehicles	\$40,588.75
Lighting - Sirens	\$8,997.40
Consoles / Mounts	\$499.40
Weapons Management	\$1,061.05
Antennas - Radios	\$100.00
Technology	\$6,305.00
Misc Additions	\$1,744.05
Installation	\$460.00
Total:	\$59,755.65



SMITHFIELD POLICE DEPARTMENT INTER-DEPARTMENTAL MEMO

DATE: Wednesday, August 02, 2023
TO: Randy. R. Rossi
FROM: Chief Richard P. St.Sauveur, Jr.
SUBJECT: Resolution for Purchase of Police Vehicles

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Police Department will be requesting the Council, at the August 8, 2023, Town Council Meeting, to pass a resolution authorizing the financing of four (4), fully equipped police vehicles. Two (2) of these vehicles are 2023 Chevy Tahoe PPV's. Two (2) of these vehicles are 2024 Ford Edges.

The total cost for these four (4) vehicles is \$219,590.40. The first lease payment of \$54,897 will be paid as part of the current FY 23/24 budget. Subsequent lease payments will be subject to terms and conditions set by the Finance Director and Town Manager, as approved by the Town Solicitor.

A draft of the resolution is attached to this memo.

AGENDA ITEM:

Consider, discuss, and act upon adoption of a Resolution authorizing the financing of the purchase of Police Vehicles through the Smithfield Capital Lease Fund.

MOTION:

Moved, that the Smithfield Town Council authorizes the attached resolution as submitted.

Respectfully,

Richard P. St.Sauveur, Jr.
Chief of Police

(cont...)

RESOLUTION

AUTHORIZING THE FINANCING OF FOUR (4) FULLY EQUIPPED POLICE VEHICLES THROUGH THE TOWN OF SMITHFIELD'S CAPITAL LEASE FUND, RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Town Council authorized the purchase of two (2) 2023 Chevy Tahoes and two (2) 2024 Ford Edges through the Town of Smithfield Capital Lease Fund; and

WHEREAS, the Chevy Tahoes and Ford Edges are essential for the Town to perform its governmental functions; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Chevy Tahoes and Ford Edges; and

WHEREFORE, IT IS RESOLVED that:

SECTION 1. The Town Council hereby authorizes the Finance Director and the Town Manager acting on behalf of the Town, to purchase the Chevy Tahoes and Ford Edges by a lease/purchase agreement (Lease) and to finance the same through the Capital Lease Fund, subject to annual appropriation therefor by the Town.

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

SECTION 3. The Finance Director and the Town Manager are hereby authorized to enter into the Lease and said officers are hereby authorized and instructed to take all actions, and to execute and deliver the Lease and any related agreements, certificates and other documents in such form, as approved by the Town Solicitor, as they may deem necessary or desirable to implement the Lease purchase financing of the Chevy Tahoes and Ford Edges.

SECTION 4. That this Resolution is an affirmative action of the Town Council of the Town toward the execution and delivery of the financing documents in accordance with the purposes of the laws of the State of Rhode Island. This Resolution constitutes the Town's declaration of official intent, pursuant to Treasury Regulation 1.150-2, to reimburse the Town for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease. Such amounts to be reimbursed shall not exceed \$219,590.40 and shall be reimbursed not later than thirty-six (36) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than four (4) years after the date the expenditure is paid.

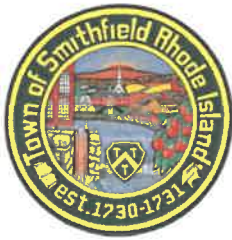
SECTION 5. This Resolution shall take effect upon its passage.

PASSED:

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn Antonuccio
Town Clerk




TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: August 8, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

RE: 3 Ton Vibratory Roller – ATS – Sourcewell Contract #060122

Background:

The Town Council has before it this evening a request to purchase one (1) Dynapac 3 ton vibratory roller. This will replace the existing 1.5 ton roller that is no longer in operating or repairable condition.

Financial Impact:

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

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Sourcewell contract #060122, with ATS Equipment Inc. of 51 Fall River Avenue, Rehoboth, MA 02769, the purchase of (1) Dynapac 3 ton vibratory roller as described in the attached detailed quote for the total cost of \$46,995.00

Moved: *That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Sourcewell contract #060122, with ATS Equipment Inc. of 51 Fall River Avenue, Rehoboth, MA 02769, the purchase of (1) Dynapac 3 ton vibratory roller as described in the attached detailed quote for the total cost of \$46,995.00*



51 FALL RIVER AVENUE
REHOBOTH, MA 02769
508-379-6200

Remit To:
33 LOCUST STREET
BOSTON, MA 02125

508-379-6200

Job Site:

TOWN OF SMITHFIELD
3 SPRAGUEVILLE RD
SMITHFIELD, RI 029173203

C#: 401-233-1034 J#: 401-233-1034

Customer: 3310

TOWN OF SMITHFIELD
64 FARNUM PIKE
ESMOND, RI 029173203

SALES QUOTE

Invoice #... 474234-0000
System date. 7/20/23

Quote date.. 8/14/23
Job Loc..... "NEW" DYNAPAC
Job No..... 1 - TOWN OF SMITHFIE
P.O. #..... TED
Ordered By.. GENE ALLEN

Written by.. BILL VALE

Qty	Item number	Unit	Price	Amount
1.00	DYNAPAC ROLLER 3 TON ASPHALT CC1200VI ** Using Sourcewell Cont.#060122-DYN. **	EA	46995.000	46995.00
	DELIVERY CHARGE			N/C
			Sub-total:	46995.00
			Total:	46995.00

Visit Our Website at www.atsequipment.com

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES OR REPAIRS

1. THIS CONTRACT IS SUBJECT TO ALL THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE AND THE CONTRACT SHALL BE BINDING AND IN FULL FORCE AND EFFECT FROM THE TIME THAT THE LESSOR'S EQUIPMENT IS ACCEPTED BY THE LESSEE. I ACKNOWLEDGE THAT I AM AN OFFICER, EMPLOYEE OR AUTHORIZED AGENT OF THE LESSEE.

2. I UNDERSTAND, AGREE TO AND ACCEPT THE TERMS OF THIS RENTAL AND/OR SALES CONTRACT. I ACKNOWLEDGE RECEIPT OF THE ABOVE EQUIPMENT IN GOOD WORKING ORDER AND CONDITION.

X

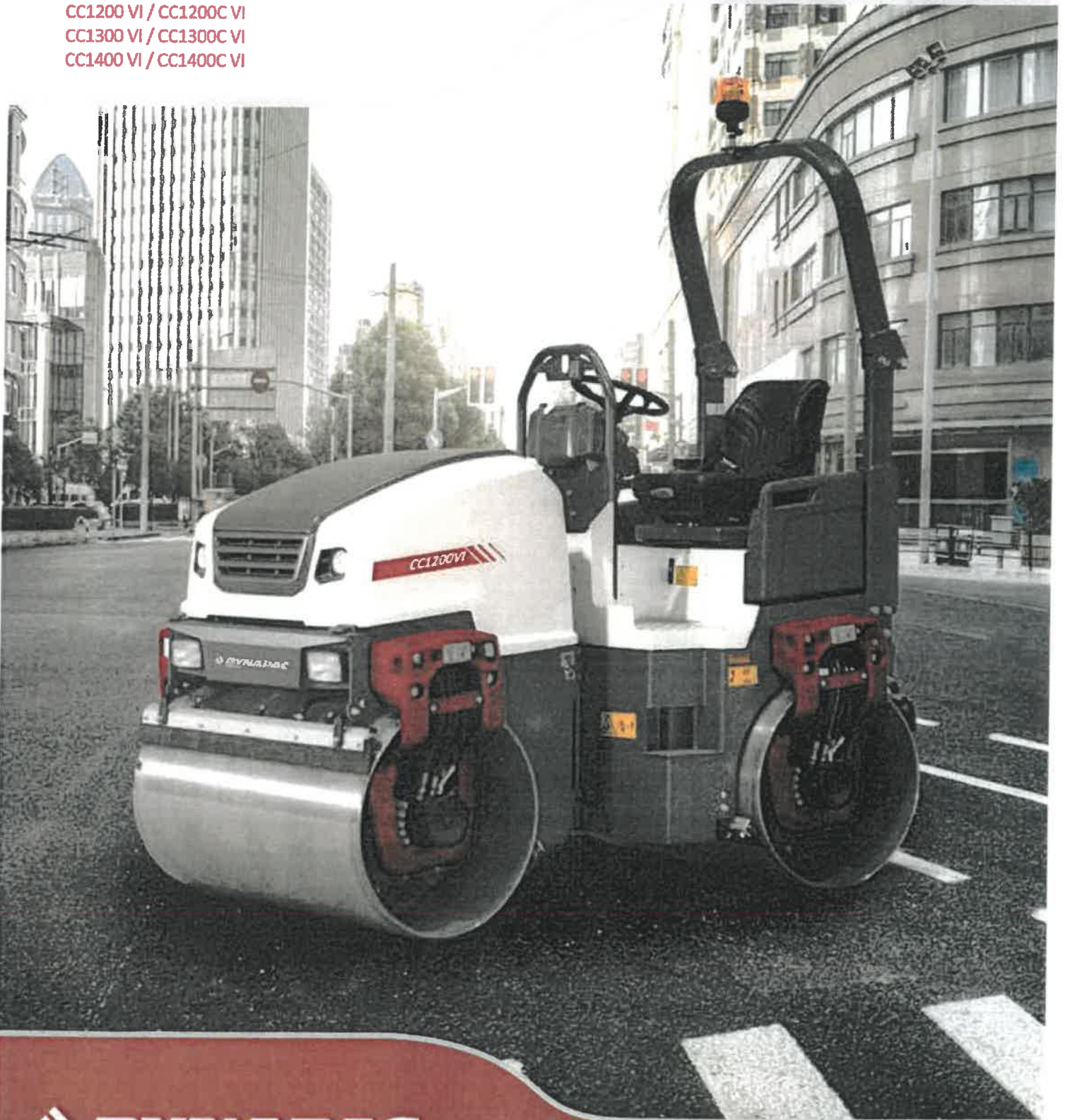
CUSTOMER SIGNATURE

NAME PRINTED

WR
FOR ATS

DYNAPAC SMALL ASPHALT TANDEM ROLLERS

DYNAPAC CC1100 VI / CC1100C VI
CC1200 VI / CC1200C VI
CC1300 VI / CC1300C VI
CC1400 VI / CC1400C VI



 **DYNAPAC**
FAYAT GROUP

dynapac.com



TECHNICAL DATA

MASSES

Max. operating mass	7,500 lbs
Operating mass (incl. ROPS)	5,700 lbs
Module mass (front/rear)	2,700 lbs/3,000 lbs

COMPACTION

Centrifugal force	34/29 kN
Nominal amplitude	0.020 in
Static linear load (front/rear)	10.3/11.4 kg/cm
Vibration frequency	66/61 Hz
Water tank	54 gal

PROPULSION

Speed range	0-10 km/h
Vertical oscillation	±10°
Max. theoretical gradeability	42 %

ENGINE

Manufacturer/Model	Kubota D1703-M (IIIA)
Type	Water cooled diesel engine
Rated power, SAE J1995	26 kW (35 hp) @ 2,800 rpm
Fuel tank capacity	12 gal

ENGINE

Manufacturer/Model	Kubota D1703-DI (T4/V)
Type	Water cooled diesel engine
Rated power, SAE J1995	18.5 kW (25 hp) @ 2,200 rpm

ENGINE

Manufacturer/Model	Kubota D1803-CR (T4/V)
Type	Water cooled diesel engine
Rated power, SAE J1995	28 kW (37.5 hp) @ 2,700 rpm

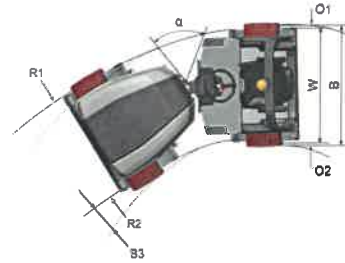
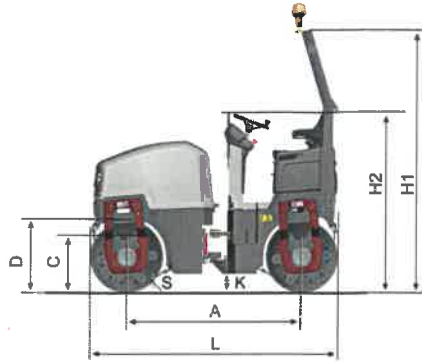
HYDRAULIC SYSTEM

Driving	Axial piston pump with variable displacement and servo. 2 radial piston motors with constant displacement.
Vibration	Gear pump/motors with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrostatic in forward and reverse lever.
Parking/ Emergency brake	Failsafe multidisc brake in both drums.

Find us locally at www.dynapac.com

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines. The above information is a general description only, all information's are supplied without liability.

ATS Equipment, Inc.
 51 Fall River Ave., (Rte. 6)
 Rehoboth, MA 02769



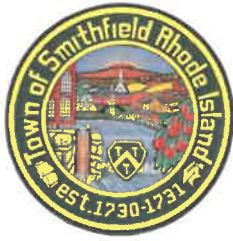
TECHNICAL DATA

DIMENSIONS

A. Wheelbase	67.0 in
B. Width	52.8 in
B3. Width, offset	1.968 in
C. Curb clearance	21.8 in
D. Drum diameter	27.6 in
H1. Height, with ROPS/cab	100.0 in
H2. Height, w/o ROPS/cab	68.7 in
K. Ground clearance	7.1 in
L. Length	94.5 in
O1. Overhang, right	2.8 in
O2. Overhang, left	2.8 in
R1. Turning radius, outside	148.4 in
R2. Turning radius, inside	101.2 in
S. Drum shell thickness	0.5 in
W. Working width	47.2 in
α . Steering angle	$\pm 30^\circ$

Find us locally at www.dynapac.com

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines. The above information is a general description only, all information's are supplied without liability.



TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: August 8, 2023

To: Honorable Town Council

Through: Randy R. Rossi, Town Manager

From: Gene Allen, Public Works Director 

RE: MHQ F-350 Service Vehicle – Plymouth County Commissioners Contract

Background:

The Town Council has before it this evening a request to purchase one (1) F-350 Utility Service Vehicle with a lift gate and plow package. This vehicle will replace truck 15 which is beyond repair in a financially responsible manner.

Financial Impact:

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

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Plymouth County Commissioners contract with MHQ, of Marlborough, MA, for the purchase of one (1) F-350 Utility Service Vehicle with a lift gate and plow package as described in the attached detailed quote for the total cost of \$91,195.61

Moved: *That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Plymouth County Commissioners contract with MHQ, of Marlborough, MA, for the purchase of one (1) F-350 Utility Service Vehicle with a lift gate and plow package as described in the attached detailed quote for the total cost of \$91,195.61*



Purchase & Sales Agreement

CUSTOMER

Contact Name: Gene Allen
 Company/Dept: Town Of Smithfield
 Street Address: 3 Spragueville Rd
 City, State, Zip: Smithfield RI 02917
 Phone: 401.233.1034 x102
 E-Mail: gallen@smithfieldri.com
 Job Description: Service Body/Plow
 Vehicle: **F350**

Date: July 24, 2023
 Valid for: 60 Days*
 Customer #: _____
 Contract: PCC
 Sales Rep: Ed Miley

23-1892

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
F3H	23 Ford F350 Cab Chassis /DRW/145"WB /60"CA	\$50,043.00	1	\$50,043.00
Z1	Oxford White Exterior	\$0.00	0	\$0.00
A/S	Medium Dark Slate Interior / 40-20-40 Seats	\$0.00	1	\$0.00
610A	Package 610A	\$0.00	0	\$0.00
99N	7.3L DEVCT V8 Engine	\$0.00	0	\$0.00
44G	10 Speed Automatic Torque Shift Transmission	\$0.00	0	\$0.00
TBM	LT245 / 75R17E BSW AT TIRES	\$165.00	1	\$161.70
X4L	4.30 Ratio Limited Slip Axle	\$385.00	1	\$377.30
18B	Platform Running Boards	\$320.00	1	\$313.60
512 & 61J	Spare Tire, Wheel & Jack	\$350.00	1	\$343.00
473	Snow Plow Prep Package	\$250.00	1	\$245.00
66L	Led Box Lighting	\$60.00	1	\$58.80
66S	Upfitter Switches (6)	\$165.00	1	\$161.70
67B	410 AMP Alternator	\$115.00	1	\$112.70
86M	Dual Battery	\$210.00	1	\$205.80
Vehicle Total:				\$52,022.60

Equipmet:

CONTRACT LINE REFERENCE	CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRUCK BODY				
TAB 3	9' long steel service body - DRW chassis	\$15,249.00	1	\$15,249.00
TAB 3	Inside compartment rope lighting (LED)	\$110.16	6	\$660.96
TAB 3	Spray In Bedliner Bed & Compartment Tops	\$1,295.00	1	\$1,295.00
LIGHTING TOP/FRONT & REAR				
TAB 3	Whelen IONA-Amber Grille (Front) Pair	\$175.00	2	\$350.00
TAB 3	Mini-Legacy Light Bar GT9AAAAP	\$1,306.00		\$1,306.00
TAB 3	3rd Brake Light Bracket for lightbar	\$371.00	1	\$371.00
TAB 3	Whelen TION Amber (Rear) Pair	\$124.00	2	\$248.00
TAB 3	Work Lights On Hitch (NP6BB) (Pair)	\$164.50	2	\$329.00
SNOW & ICE CONTROL				
TAB 3	Rubber SnoFoil	\$746.00	1	\$746.00
PEW 25	Fisher 9' HD2 snow plow package	\$11,132.19	1	\$11,132.19
UPFIT & CUSTOM EQUIPMENT				

PEW 180	1300# Aluminum Liftgate	\$3,856.86	1	\$3,856.86
TAB 3	2000 Watt Invertor Outlet (street side rear comp)	\$2,999.00	1	\$2,999.00
TAB 3	Backup Alarm	\$150.00	1	\$150.00
TAB 3	Trailer Plug Wired (Type TBD)	\$150.00	1	\$150.00
TAB 3	WeatherTech Floor Mat	\$165.00	1	\$165.00
TAB 3	Ventshades	\$165.00	1	\$165.00
Contract Equipment Total:				\$39,173.01

Non-Contract Equipment:

CONTRACT LINE REFERENCE	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
	N/A			\$0.00
Non-Contract Equipment Total:				\$0.00
Vehicle and Equipment Total:				\$91,195.61
Qty:				1
Total:				\$91,195.61

Trade Vehicle/s:

CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
Trade Vehicle/s Total:				\$0.00
Quote Grand Total:				\$91,195.61

TERMS AND CONDITIONS

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following MHQ policy shall prevail.

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing.

MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer. NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order** or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

****Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

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

x

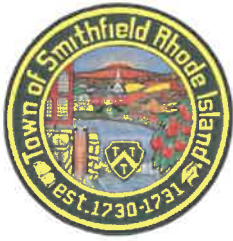
PRINT NAME

x

TITLE

x

SIGNATURE




TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: August 8, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

RE: Vermeer BC150044VP Chipper with attachments – Sourcewell Contract #031721-VRM

Background:

The Town Council has before it this evening a request to purchase one (1) Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty. Our existing chipper is a 2002 Vermeer, and is still in operating condition. This purchase will supplement our operations with current safety standard, ergonomic benefits and will provide redundancy improved service in emergency cleanup activities.

Financial Impact:

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

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Sourcewell contract #031721-VRM, with Vermeer Corporation, of 1210 East Vermeer Road, Pella, Iowa 50219, for the purchase of (1) Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty as described in the attached detailed quote for the total cost of \$90,267.00

Moved: *That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Sourcewell contract #031721-VRM, with Vermeer Corporation, of 1210 East Vermeer Road, Pella, Iowa 50219, for the purchase of (1) Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty as described in the attached detailed quote for the total cost of \$90,267.00.*



**EQUIPPED TO
DO MORE.®**

Quotation

Quote: Q-01740
 Date: 7/20/2023
 Expiration Date: 10/30/2023
 Purchase Order:

Bill To: TOWN OF SMITHFIELD
 64 FARNUM PIKE SMITHFIELD RI
 SMITHFIELD, RI 02917

Ship To: TOWN OF SMITHFIELD
 64 FARNUM PIKE SMITHFIELD RI
 SMITHFIELD, RI 02917



Contract # 031721-VRM

Mobile:

Email:

Please review the below quote for your consideration.

Qty	Product Name	Product Details	Net Total
1	VERMEER BC150044VP	BC1500 WITH PSI 5.7L GASOLINE CAPACITY DRUM STYLE BRUSH CHIPPER INCLUDES A 165HP PSI 5.7L GASOLINE ENGINE, HIGH COOLANT TEMPERATURE AND LOW OIL PRESSURE AUTOMATIC SHUTDOWN; ISOLATED ENGINE AND CUTTER HOUSING; SPRING LOADED CLUTCH; LIVE HYDRAULICS; LOCKABLE CONTROL PANEL COVER; VARIABLE SPEED DUAL VERTICAL FEED ROLLERS; SELECTABLE SMARTFEED; ECOIDLE; TELESCOPING TONGUE; PINTLE HITCH; LOCKABLE TOOLBOX; LOCKABLE ENGINE SHIELD; INFEED CURTAIN; DUAL-EDGED KNIVES AND INFEED TABLE WITH LOWER FEED STOP BAR, TRAILER PSI 5.7L GASOLINE, 6-WAY ROUND TRAILER PLUG, ELECTRIC BRAKE 9.2K, STANDARD TIRES - 235/75R17.5H/J, RT. SIDE CONTROLS PSI 5.7L GASOLINE.	\$70,383.00
1	BC1500 WINCH RIGHT SIDE CONTROLS T4F		\$7,187.00
1	BC1500 HYD. DIS. CHUTE (Rot.& Def) T4I & T4F		\$5,336.00
1	CONFIDENCE PLUS 3 YRS (BC1500)-PREMIUM COV W/MNT		\$7,361.00
			Machine \$82,906.00
			Warranty \$7,361.00
			Subtotal \$90,267.00
			Grand Total \$90,267.00
			Total Due \$90,267.00

Thank you for your consideration.

Sincerely,

Collin Scott

Accepted by: _____

Date: _____

BC1500 BRUSH CHIPPER



CHIPPING PRODUCTIVITY. The SmartFeed system monitors engine rpm and automatically stops and reverses the feed rollers to enhance production. This system also senses feed roller jams and manipulates the material automatically to reduce the need for manual control bar use.



EASILY LIFT HEAVY MATERIAL. An optional winch allows operators to move large logs effortlessly. The 150' (45.7 m) winch line can handle logs up to 2000 lb (907.2 kg) and can automatically lift the logs onto the feed table.



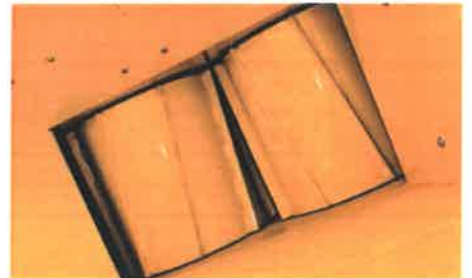
OPERATOR SAFETY. Mounted over the feed table, the four-position upper feed control bar enables the operator to stop the feed rollers and select forward/reverse. The patented bottom feed stop bar is strategically located to make it possible for an operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.



TAKE CONTROL. With the optional Tree Commander™ remote control, jobsite productivity can be improved by allowing the operator to control brush chipper functions remotely. The remote can be attached to the operator's belt or held in an optional bracket mounted directly to the operator's station of a Vermeer compact utility loader.



ENGINE OPTIONS. The BC1500 is offered in either a 165 hp (123 kW) PSI 5.6L gasoline engine and 130 hp (97 kW) Cummins QSF 3.8L Tier 4 Final engine.



SMOOTH FEEDING. Vertical feed rollers with helical cleats help hold material firmly to the infeed table, which reduces vibration, shock and structural loading to the rear of the machine.



VERMEER.COM



**EQUIPPED TO
DO MORE.**

BC1500 BRUSH CHIPPER

GENERAL

Length: 179" (454.7 cm)

Height: 104" (264.2 cm)

Width: 86" (218.4 cm)

ENGINE OPTION ONE

Make/Model: Cummins QSF3.8L Tier 4 Final

Gross horsepower: 130 hp (97 kW)

Max torque: 360 ft-lb (488.1 Nm)

Fuel type: Diesel

Number of cylinders: 4

Weight without winch: 7320 lb (3320.3 kg)

Tongue weight without winch: 1100 lb (498.9 kg)

Weight (with winch): 7800 lb (3538 kg)

ENGINE OPTION TWO

Make/Model: PSI 5.7L gasoline - 165 hp (123 kW)

Number of cylinders: 8

Gross horsepower: 165 hp (123 kW)

Torque: 300 ft-lb (406.8 Nm) @ 1600 rpm

Fuel tank capacity: 45 gal (107.3 L) steel fuel tank

Fuel type: Gasoline

Recommended oil: API "for gasoline engines"

Oil volume with filter: 5 qt (4.7 L)

Coolant capacity (engine and radiator): 5 gal (18.9 L)

Alternator: 70 amp

Fan: 18.75" (47.6 cm) suction

Weight without winch: 6960 lb (3157 kg)

Tongue weight with winch: 1020 lb (462.7 kg)

Weight (with winch): 7360 lb (3338 kg)

ENGINE OPTION THREE (LESSER REGULATED EMISSION COUNTRIES)

Make/Model: John Deere 4045H Tier 3

Gross horsepower: 125 hp (93 kW)

Max torque: 355 ft-lb (481.3 Nm)

Fuel type: Diesel

Number of cylinders: 4

Contact your local Vermeer dealer for engine availability in your region.

FEED SYSTEM

Chipping capacity: 15" (38.1 cm)

Infeed opening height: 18.25" (46 cm)

Infeed opening width: 15.75" (40 cm)

Feed roller orientation: Vertical

Feed table height: 32" (81.3 cm)

Max feed speed: 125 fpm (38.1 m/min)

Feed roller diameter: 20.9" (53.1 cm)

CUTTING SYSTEM

Drum speed: 2050 rpm

Drum cutting diameter: 23.8" (60.5 cm)

Drum thickness: .4" (10.2 mm)

Knives: 2 knives – .625" x 5" x 8" (1.6 cm x 12.7 cm x 20.3 cm)

Engagement system: Automotive-style clutch

CAPACITIES/ELECTRICAL

Fuel tank: 45 gal (170.3 L)

Max hydraulic flow: 5.5 gpm (20.8 L/min)

DEF tank: 5 gal (18.9 L)

Lights: LED front, rear, side, brake and taillights

CHASSIS/BRAKES

Frame: .25" (6.4 mm) Z channel, 7" (17.8 cm)

Tires: LT 285/75R16 LR E

Axle/Suspension: Torsion

DISCHARGE SYSTEM

Discharge height: 104" (264.2 cm)

Degree of rotation: 270°

OPTIONS

Tree Commander™ remote control

Extended warranty

Special paint

Planned maintenance

Vermeer Confidence Plus® asset protection program

Winch

Hydraulic chute rotate

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Vermeer



EQUIPPED TO
DO MORE.



HELP PROTECT YOUR EQUIPMENT WITH **VERMEER CONFIDENCE PLUS**[®]

ASSET PROTECTION PROGRAM

NEW! Quality Vermeer service using powerful technology

Connect and leverage telematics data for optimal maintenance results. Dealers can view hours, location, estimated planned maintenance due dates, and Vermeer Confidence Plus program warranty coverage status details on equipped machines. Using telematics data, Vermeer-certified technicians can see what your machine needs before it even arrives to order parts in advance.

Comprehensive inspections with fixed maintenance costs

Planned maintenance costs are locked in for the first 1,000 hours, helping you to better budget time and expenses. Each planned maintenance visit includes comprehensive inspections of all systems and safety features. If more than 1,000 hours of coverage are needed, additional, add-on packages are available.

Affordable, universal Vermeer dealership coverage

Travel with confidence knowing you're covered anywhere your work takes you. The Vermeer Confidence Plus Program is honored at all authorized Vermeer dealers. Any Vermeer Confidence Plus program can be bundled into finance and lease packages when purchased at the point of sale or within the first year of ownership.

Resale value opportunities

Vermeer dealerships keep maintenance records on Vermeer Confidence Plus program machines. Plus, documented service at regular intervals could positively impact trade-in values. The balance of your Vermeer Confidence Plus program coverage stays with the traded-in unit, and any pre-purchased Planned Maintenance coverage can transfer to the newly purchased unit.



"Maintenance problems have been an issue for us in the past. The Vermeer Confidence Plus program takes all those headaches off our plates. We receive the best service and are rewarded with the best relationship. To us, that is priceless."

Michael Joseph
Joseph Tree Service | Columbus, Ohio

**Enjoy peace of mind and
maximized machine efficiency!**

*Of equal or lesser value



HELP PROTECT YOUR EQUIPMENT WITH VERMEER CONFIDENCE PLUS®

ASSET PROTECTION PROGRAM

Have peace of mind knowing you are covered.

250 / 500 / 750 / 1,000

SERVICE INTERVAL INSPECTIONS:

- Fluid Check, machine lubrication
- Operation Function Tests
- Lights, Alarms and Safety Item Tests
- Component Tests
- Industrial Service Bulletin Check

Top reasons to choose Vermeer Confidence Plus program

- 1) Protection for your equipment's performance, longevity and productivity
- 2) Fixed costs thanks to a single and predictable payment
- 3) A well-maintained machine that may result in a higher resale value
- 4) Service performed by Vermeer-certified technicians
- 5) Extended parts and labor warranty coverage



SERVICE	Maintenance Interval - Service Hours									
	1 hr or Daily	50 or Weekly	100	250	500	1000	Yearly	4300	As Required	
Cab Machines - Air Conditioner Side Plate - Inspect	•									
Oil Level in Track Planetary Gearbox - Check		•								
Oil Level in Drilling Fluid Pump Crankcase - Check		•								
Rack Frame Pivot Cylinders - Grease		•								
Rack Carriage Gearbox Float - Grease		•								
Rear Stabilizer - Grease		•								
Wheels - Grease		•								
Engine Oil and Filter - Change/Replace				Initial						
Hydraulic and Oil Leaks - Check			•							
Hydraulic System - Grease			•							
Service Light - Monitor										
Service Light - Reset										
Service Light - Test										
Service Light - Visual										
Service Light - Reset										

PLAN COVERAGE COMPARISONS	STANDARD LIMITED WARRANTY COVERAGE	PREMIUM COVERAGE
Available on new Vermeer equipment	▼	▼
1-year or 1,000-hours parts and labor coverage measured from original warranty start date	▼	▼
2 or 3 years coverage from original warranty start date with unlimited hours on qualifying equipment		▼
Both travel time and diagnostic time covered for the entire Vermeer Confidence Plus program term (travel max of \$200/event, diagnostics max of 1 hour/event)		▼
Planned maintenance and comprehensive inspection at regular intervals for the first 1,000 hours covered at no charge (additional packages available to purchase)		▼

Ask your local dealer about including the Vermeer Confidence Plus program in your finance contract!

This brochure contains third-party observations, advice or experiences that do not necessarily reflect the opinions of Vermeer Corporation, its affiliates or its dealers. Testimonials and/or endorsements by customers in specific circumstances may not be representative of normal circumstances experienced by all customers.

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TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

DATE: August 8, 2023

TO: Town Manager Randy R. Rossi

FROM: Gene Allen, Director of Public Works

SUBJECT: Resolution for the Purchase of one (1) new Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty, one (1) new F-350 Utility Service Vehicle with a lift gate and plow package and one (1) new Dynapac 3 ton vibratory roller.

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Department of Public Works will be requesting the Council, at their August 8, 2023, Town Council Meeting, to pass a resolution authorizing the financing of one (1) new Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty for \$90,267.00, one (1) new F-350 Utility Service Vehicle with a lift gate and plow package for \$91,195.61 and one (1) new Dynapac 3 ton vibratory roller for \$46,995.00 for a total of \$228,457.61

The first of four (4) lease payments was budgeted as part of the FY 24 budget.

A draft of the resolution is attached to this memo.

MOTION:

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

RESOLUTION

AUTHORIZING THE FINANCING OF ONE (1) NEW VERMEER BC150044VP CHIPPER WITH WINCH, HYDRAULIC CHUTE, CONTROLS AND EXTENDED WARRANTY, ONE (1) NEW F-350 UTILITY SEERVICE VEHICLE WITH LIFT GATE AND PLOW PACKAGE AND ONE (1) NEW DYNAPAC 3 TON VIBRATORY ROLLER, THROUGH THE TOWN OF SMITHFIELD'S CAPITAL LEASE FUND, RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Town Council authorized the purchase of one (1) new Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty for \$90,267.00, one (1) new F-350 Utility Service Vehicle with a lift gate and plow package for \$91,195.61 and one (1) new Dynapac 3 ton vibratory roller for \$46,995.00 for a total of \$228,457.61, which will be financed through the Town of Smithfield Capital Lease Fund; and

WHEREAS, the one (1) new Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty for \$90,267.00, one (1) new F-350 Utility Service Vehicle with a lift gate and plow package for \$91,195.61 and one (1) new Dynapac 3 ton vibratory roller for \$46,995.00 for a total of \$228,457.61 are essential for the Town to perform its governmental functions; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the one (1) new Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty for \$90,267.00, one (1) new F-350 Utility Service Vehicle with a lift gate and plow package for \$91,195.61 and one (1) new Dynapac 3 ton vibratory roller for \$46,995.00 for a total of \$228,457.61; and

WHEREFORE, IT IS RESOLVED that:

SECTION 1. The Town Council hereby authorizes the Finance Director and the Town Manager acting on behalf of the Town, to purchase one (1) new Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty for \$90,267.00, one (1) new F-350 Utility Service Vehicle with a lift gate and plow package for \$91,195.61 and one (1) new Dynapac 3 ton vibratory roller for \$46,995.00 for a total of \$228,457.61 by a lease/purchase agreement (Lease) and to finance the same through the Capital Lease Fund, subject to annual appropriation therefor by the Town.

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

SECTION 3. The Finance Director and the Town Manager are hereby authorized to enter into the Lease and said officers are hereby authorized and instructed to take all actions, and to execute and deliver the Lease and any related agreements, certificates and other documents in such form, as approved by the Town Solicitor, as they may deem necessary or desirable to implement the Lease purchase financing of one (1) new Vermeer BC150044VP Chipper with winch, hydraulic chute, controls and extended warranty for \$90,267.00, one (1) new F-350 Utility Service Vehicle with a lift gate and plow package for \$91,195.61 and one (1) new Dynapac 3 ton vibratory roller for \$46,995.00 for a total of \$228,457.61

SECTION 4. That this Resolution is an affirmative action of the Town Council of the Town toward the execution and delivery of the financing documents in accordance with the purposes of the laws of the State of Rhode Island. This Resolution constitutes the Town's declaration of official intent, pursuant to Treasury Regulation 1.150-2, to reimburse the Town for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease. Such amounts to be reimbursed shall not exceed \$228,457.61 and shall be reimbursed not later than forty-eight (48) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than four (4) years after the date the expenditure is paid.

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

PASSED: August 8, 2023

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn Antonuccio
Town Clerk




TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: August 8, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director 

RE: WR 30787844 – Dean Avenue – Installation of Pole #9623

Please be advised that I have reviewed the application to install one new pole at the aforementioned location, and find the proposed location acceptable.

Financial Impact:

The costs associated with this work are by RI Energy.

Recommendation:

That the Smithfield Town Council approve pole petition WR 30787844 from RI Energy Co. to install one new pole on Dean Avenue as described in the attached petition.

Moved: *That the Smithfield Town Council approve pole petition WR 30787844 from RI Energy Co. to install one new pole on Dean Avenue as described in the attached petition.*

Town Copy



RECEIVED
JUL 19 2023
SMITHFIELD TOWN CLERK

Town of Smithfield
Town Clerk
64 Farnum Pike
Esmond, RI 02917

July 17, 2023

To Whom It May Concern:

Enclosed please find a petition of NARRAGANSETT ELECTRIC and VERIZON NEW ENGLAND INC., covering joint NARRAGANSETT ELECTRIC-VERIZON NEW ENGLAND INC pole locations

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

Narraganset Electric Contact: Wendy Paluch 280 Melrose Street 3rd FL, Providence, RI 02907

If you have any questions regarding this permit, please contact Ms. Paluch at:
401-784-4267 or [wapaluch@ng.rienergy.com](mailto:wpaluch@ng.rienergy.com)

Very truly yours,

A handwritten signature in blue ink that reads "Christopher Montalto".

Christopher Montalto,
Distribution Design 

Enclosures



PETITION OF NARRAGANSETT ELECTRIC FOR JOINT OR IDENTICAL POLE LOCATION TO THE HONORABLE TOWN COUNCIL OF SMITHFIELD, RHODE ISLAND

Town of Smithfield
Town Clerk
64 Farnum Pike
Esmond, RI 02917

THE NARRAGANSETT ELECTRIC & Verizon New England Inc.,

Respectfully asks permission to locate and maintain poles, wires, and fixtures, including the necessary sustain and protecting fixtures to be owned and used in common by you petitioner along and across the following public ways:

**Dean Ave
Installing new Pole 9623**

Therefore, your petitioners pray that they be granted joint of identical location for existing poles and permission to erect and maintain poles and wires together with such sustaining and protecting fixtures as they may find necessary, said poles erected or to erected substantially in accordance with the plan filed herewith marked:

WR# 30787844

Dated 7/6/2023

Your petitioner agrees to reserve or provide space for one cross arm at a suitable point on each of said poles for the fire, police, telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NARRAGANSETT ELECTRIC

BY: Christopher Montalto

VERIZON NEW ENGLAND, INC.

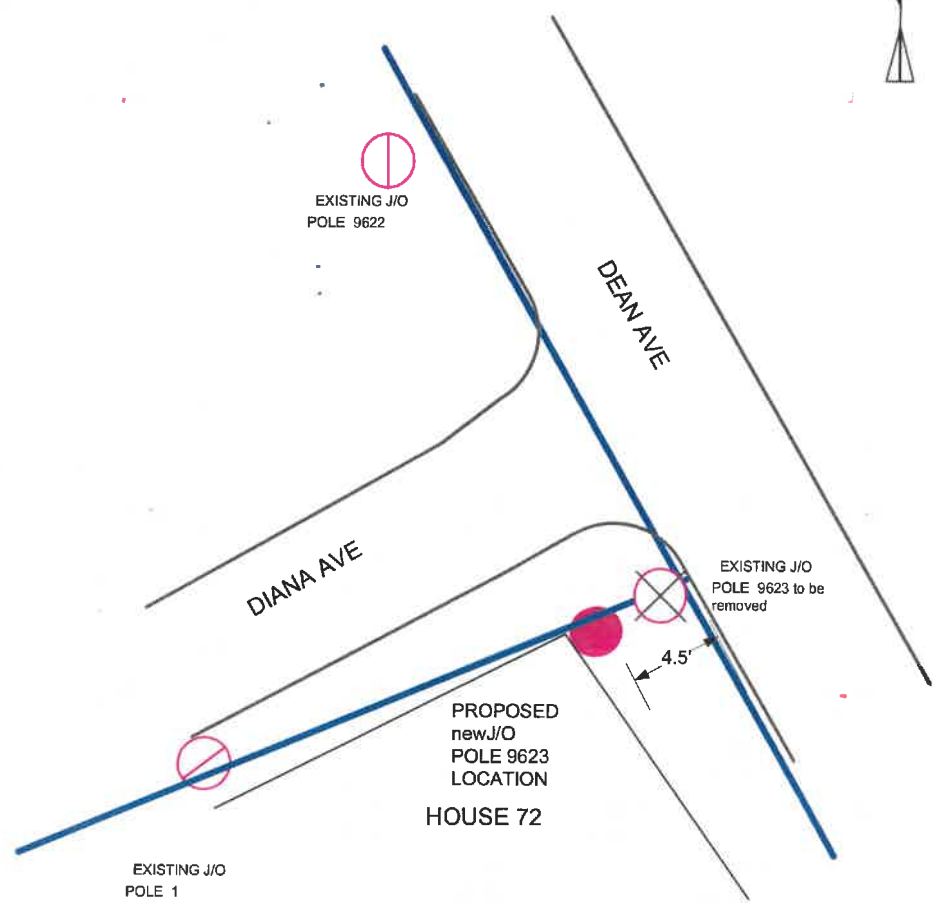
BY Daryl Cassin
ORDER 7/14/23

The foregoing petition been read, it was voted that the consent at the

For the use of public ways named for the purposes stated in said petition be and it hereby is granted-----
work to be done subject to the supervision of

A true copy of the vote at the _____

Adopted _____ and recorded in Records Book# _____ Page _____



TOWN PETITION LEGEND

 - PROPOSED J/O POLE

 - EXISTING J/O POLE

 PRAMARY

 POLE TO BE REMOVED

NARRAGANSETT ELECTRIC

Exhibit 'A' Not to Scale
The exact location of said Facilities to be
Established by and upon the installation and
Erection of the Facilities thereof.

POLE 9623 DEAN AVE
SMITHFIELD RI

Scale: **NOT TO SCALE**
Date: 7/6/2023
Drawn By: DEPINF

Approved By:

WR # 30787844

Recommended Motion:

That the Smithfield Town Council hereby the Town Manager to enter into a contract with Aharonian & Associates, Inc. for architectural services for phases 2 and 3 of the East Smithfield Neighborhood Center in an amount not to exceed twenty-eight thousand dollars (\$28,000.00) to be funded based on RI Master Price Agreement #494.



AHARONIAN
& ASSOCIATES, INC.
A r c h i t e c t s

July 5, 2023

Mr. Randy Rossi
Town Manager
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Re: Proposed Interior & Exterior Renovations to the East Smithfield Neighborhood Center—Phases 2 & 3
7 Esmond Street
Smithfield, RI 02917
Proposal - Architectural & Engineering Schematic and Construction / Permit Documents

Dear Mr. Rossi,

We are very pleased to have the opportunity to provide this Fee Proposal for the continuation of Architectural Services for the renovations to the East Smithfield Neighborhood Center, Phases 2 & 3, located at the above referenced location. Our proposed fee that follows has been determined with assumptions, which we have indicated in the following proposed scope.

Project Scope:

A) Phases 2 & 3 Renovations include the following to the Interior and Exterior of the East Smithfield Neighborhood Center:

Interior:

Renovations and remediation to the Main Hall Conference Room and Old Bowling Alley portions of the existing building (approximately 3,450 square feet) to allow the entirety of this building to become occupiable. The 2,100 sf Main Hall Space will be remediated to its historic character while the 1,350 sf Community Services Space will be renovated to provide a conference room, restrooms, community space, storage space and office space.

Exterior:

Remediate the Main Hall Conference Room and Old Bowling Alley portions of the existing building to its historic aesthetic character. This work will include replacement of modern windows with historically accurate character replacement windows, repaired and replaced clapboard siding to replace the current existing modern plywood paneling & Remediation of Historic Wood Trim.

We propose to provide the following scope for the continuation of Architectural Services of this Project:

A) Construction / Permit Document Phase

- 1) **Code Review:** We will perform a formal review of the State and Town codes, including ADA, applicable to the work being contemplated for this Project for use in preparing the Construction Documents.
- 2) **Owner Coordination:** We will coordinate with you and your selected committee members as required for the overall Project development of the design for the completion of the Construction Documents. We have included 5 meetings in the itemized fee structure below.
- 3) **Construction Documents:** Once the schematic plans are approved we will prepare Construction / Permit Documents for the proposed facility outlined in the Project Scope above. These documents will include a floor plan, reflected ceiling plan, floor finish plan, interior elevations, exterior elevations, sections, finish schedules, details and any required electrical and plumbing plan layout as required to coordinate the equipment locations. All material and product specifications will be noted on the drawings.
- 4) **Consultants:** The Structural Engineering shall be designed by our consulting engineer to support the proposed facility relative to the Project Scope outlined above and have been itemized as line items in the fee below. Mechanical, electrical and plumbing systems shall be adjusted by our staff to support the proposed facility equipment modifications. Per your approval and only if requested as an additional service, we will consult and coordinate with consulting engineers for any major HVAC design or electrical service changes to the Project Scope or building systems in developing the Construction / Permit Documents.

B) Bidding Phase (Time & Material as Requested or Required)

- 1) **Bid Administration:** We will provide limited general assistance to the Town Manager in your solicitation of Bids from General Contractors for the Work shown in the Construction Documents, including:
 - Answer Bidders' questions relative to the information contained in the Construction Documents.
 - Issue clarification sketches, if required, relative to the information contained in the Construction Documents.
 - Review and comment on the Bids received to aid in the awarding of the Contract for Construction.
 - Assist in the preparation of the Contract for Construction.

C) Contract Administration Phase (Time & Material as Requested or Required)

- 1) **Construction Observation:** We will make limited site visits to observe and report on the progress of the Work in order to verify compliance with the Construction Documents. At the final inspection, we will review the General Contractor's Punch List and we will prepare a Punch List of any incomplete items requiring remedial work by the Contractor prior to final payment on the Contract for Construction.
- 2) **Submittal Review:** We will provide limited review in processing product data and shop drawing submittals from the General Contractor to ensure compliance with the Construction Documents.
- 3) **Applications for Payment and general administrative work:** After review and comments by the Town Manager, we will review and process the General Contractor's Applications for Payment to verify that the monetary amounts requisitioned are in accordance with the Work completed for the time period indicated. We will advise the Town Manager as requested, regarding also general administrative paperwork, such as Change Orders, correspondence, etc. as required for facilitating the progress of the Contract for Construction.

Optional Service Fee: We may provide these services on a time and materials basis, as requested, at the rate of **\$ 125.00 per hour**.

We propose to provide the Architectural Services as outlined above on a Not To Exceed fee, as indicated below. Please note that this fee represents and extends a discounted fee for this project to the Town.

The following is a general breakdown of our Fee for Architectural Services outlined above. Please note that The Total Not to Exceed Fee as indicated below will be due in full upon delivery of the Certified (Stamped) Construction / Permit Document Package. A retainer is not required to commence work.

<ul style="list-style-type: none"> ▪ Architectural Construction / Permit Documents ▪ MEP Design ▪ Construction Administration 	<p>\$ 28,000.00</p> <p>TBD (by others)</p> <p>Time & Materials as Requested or Required</p>
<p>Total Not Exceed Fee</p>	
	<p>\$ 28,000.00</p>

Our fee is based on the following assumptions:

- Reimbursable expenses include reprographics and travel expenses.
- Reprographics and tolls will be billed to the Owner at our cost. Mileage will be billed at the rate of 55 cents per mile.

Our scope of services does not include:

- Site Design except for schematic parking layout.
- City / State approvals outside of Building Permit
- Involvement in asbestos abatement and/or environmental testing, remediation, or cleanup procedures. We have received the RI Analytical Report.
- Cost estimate for the proposed construction.
- Optional Services as described above as limited and under discussion.

We look forward to working with you on this Project. Please don't hesitate to call if you have any questions or if you need any additional information regarding this Proposal.

If you find this Proposal to be acceptable, please sign below and return one executed copy to our office. Thank you again for the opportunity to be of service.

Sincerely,
Aharonian & Associates, Inc.

John A. Aharonian

John A. Aharonian, President

Accepted by: _____

Date: _____

Authorized Signature



Town of Smithfield

Historic Preservation Commission

64 Farnum Pike, Smithfield RI 02917 Tel: (401) 233-1000

August 2, 2023

Randy Rossi, Town Manager
Smithfield Town Council
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Re: **Architectural Services- East Smithfield Neighborhood Center**

Dear Mr. Rossi,

On behalf of the Smithfield Historic Preservation Commission, I would like to express support for Aharonian Associates, Inc. -Architects and recommend the continuation of their architectural & engineering services at the East Smithfield Neighborhood Center.

While serving your Historic Preservation Commission, I have volunteered and been recognized as your consultant regarding work at the Neighborhood Center. I am also a Registered Architect in three states with experience in adaptive reuse and historic preservation. In addition to working closely on the Center for many months with Project Architect David Horton, RA and my experience in this construction type, I have reviewed the Aharonian proposal of July 5, 2023 and find it to be very reasonable. It should be noted that the Commission is informed of the construction/design progress at the ESNC and many details at each of our monthly meetings.

It may not be necessary yet again, but thank you to the Town Council for your continued support of this worthwhile project and what is sure to be its service to our community for many generations to come

Sincerely,

Robert E. Leach, RA, NCARB
Chairman
Smithfield Historic Preservation Commission

Cc: Sean Kilduff



Memorandum

TO: The Honorable Town Council
FROM: Robert Caine, Director, Parks and Recreation Department
DATE: July 12, 2023
RE: Council Agenda Item Sheet

SUBJECT:

Naming the Tennis Courts at Deerfield Park in Honor of Jack Lawrence.

BACKGROUND:

This summer will mark the 55th summer of the Smithfield tennis program provided by the Parks and Recreation Department. This program was started by Jack Lawrence in 1968.

Jack taught for 46 years, 32 of which were at Smithfield High School. Following his hiring in 1966, Jack took on the role of tennis coach for the boys' team. He began the summer recreation program shortly after to help feed the tennis program at the high school. Struggling to find children interested in playing on the team, he started with only nine players, growing the program to average over two hundred students per summer.

In 2011, Jack was inducted into the RI High School Girls Tennis Coaches Association Hall of Fame to honor his many years of dedication to the Smithfield tennis community. The success of the town program is a testament to the many years that Jack Lawrence spent teaching on the Deerfield Park tennis courts.

FINANCIAL IMPACT:

Cost of the signage.

ATTACHMENTS:

None.

MOTION:

The Smithfield Town Council hereby authorizes the dedication of the Deerfield Park Tennis Courts to be named "JACK LAWRENCE TENNIS COURTS"

Recommended Motion:

That the Smithfield Town Council hereby adopts a resolution requesting the Planning Department and Building and Zoning Department conduct a bollard installation study relative to new business construction sponsored by Councilman John J. Tassoni, Jr.

TOWN OF SMITHFIELD, RHODE ISLAND

BOLLARD INSTALLATION STUDY

WHEREAS, as a result of multiple recent motor vehicle accidents resulting in vehicles crashing into occupied businesses resulting in bodily injury and death; and

NOW, THEREFORE, BE IT RESOLVED by the Smithfield Town Council would like the Zoning Department and Planning Department to examine, study and report back to the Town Council whether the prospective installation of bollards relative to new business construction would enhance public safety in the Town of Smithfield and what if any parameters would need to be established relative to such installation.

This Resolution shall take effect upon passage.

PASSED:

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

Lyn M. Antonuccio, CMC
Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby authorizes a donation in the amount of
\$_____ for the Smithfield Little League U-12 team.



Dear Supporter of Smithfield Little League,

It is with great pleasure and pride that I write this email. Over the last several months, through your support, we have trained some fantastic ball players. The hard work and determination were felt this past Sunday in East Providence as the boys went head-to-head with South Kingstown and came away with a walk-off win in extra innings. This win dried up a 56-year drought for Smithfield Little League, and we have STATE CHAMPIONS!!!!!!

The Boys of Summer are just beginning their Journey To Williamsport, with the first stop in Bristol, CT. Families will incur a costly several weeks. We are asking for the community's help to defray the cost of the journey for The Boys of Summer.

We have 12 players and their families who will need to spend a maximum of 8 days in Bristol, CT.

- **Travel Expenses for Six Families - \$6,240**
 - This calculation is based on up to \$130 per day (based on 196 miles roundtrip per day at the IRS mileage rate of 65.5 cents per mile) per family for 8 days for 6 families.
- **Travel Expenses for One Family - \$1,040**
 - This calculation is based on up to \$130 per day (based on 196 miles roundtrip per day at the IRS mileage rate of 65.5 cents per mile) per family for 8 days for 1 family.
- **Meals for One Adult - \$552**
 - This calculation is based on the federal meal and incidental rate of \$69 per day for 8 days.
- **Meals for One Day for One Adult - \$69**
 - This calculation is based on the federal meal and incidental rate of \$69 per day.

We invite you to Uno's this Thursday, August 3, 2023! We are having a Dough Raiser and a send-off party for the Boys of Summer. The boys will be there from 5:30-6:30 for autographs, listen to words of advice, or just a giant smile and handshake! Uno's will donate 25% of everyone's check who mentions they are with the Dough Raiser to the league. Another example of the community coming together. Additionally, we would love for you to wave goodbye and say good luck on Friday, August 4, at 7:00 am as the Boys of Summer board the bus at the Smithfield Ice Rink.

While Bristol, CT. may be 196 miles away, these games will be televised on ESPN! [Click here for the schedule.](#) Please note that Rhode Island is part of the Metro Division.

As a thank you for your continued support Smithfield Little League will mention and tag (when allowed) you on our Social Media.

On behalf of the players, families, and the Board of Directors, thank you again for your continued support of Smithfield Little League.

Warmest Regards,
Shayn Turner
Sponsorship and Fundraising Coordinator
Smithfield Little League Board Member

www.smithfieldlitleague.org



Smithfield Little League

Select Choices Below

_____ *I would like to donate \$6,240 for travel expenses for six families.*

_____ *I would like to donate \$1,040 for travel expenses for one family.*

_____ *I would like to donate \$552 for meals for an adult.*

_____ *I would like to donate \$69 for one day of meals for one adult.*

_____ *I would like to donate \$ _____ to help the journey.*

Or click this QR Code to Donate Today!



Complete the following and remit with a check payable to *Smithfield Little League*:

Smithfield Little League
133 Farnum Pike
Smithfield, RI 02917

Sponsor Name: _____ Sponsor Phone Number: _____

Sponsor Email: _____ Sponsor Address: _____

Amount Enclosed: _____ Check Number: _____

www.smithfieldlittleleague.org

**Richard E. Kyte, Jr.
Attorney at Law, P.C.**

**15 Colony Avenue
Warwick, RI 02886**

**401.954.2705
rkyte1@cox.net**

August 2, 2023

Honorable Town Council
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

RE: 27 Oakdale Street

Dear Members of the Town Council:

Please know this office represents the Estate of Lynne M. Daigle. In the process of selling the real estate situate at **27 Oakdale Street**, the title company discover two (2) "Maintenance Bonds" recorded on Book 188 Page 325 and Book 188 Page 327 respectively. (See Attached). The title company has requested the Town take appropriate steps to release such bonds. (See email correspondence from Rebecca Cox, Esq from CATIC)

Although I am informed the Town did vote to release one (1) of the bonds, such release was never recorded.

It is the request of this letter that the Town by appropriate vote direct the Town Manager to sign and file (or return to this office for filing) the releases that I have enclosed with this correspondence.

Thank you for your kind attention in this regard.

Sincerely,

Richard E. Kyte, Jr.

RECOMMENDED MOTION: The Smithfield Town Council hereby authorizes the Town Manager to sign and file the maintenance bond releases for 27 Oakdale Street.

RELEASE

All conditions and obligations as set forth in the Maintenance Bond C.D.K. Corporation as principal and AMWEST SURETY COMPANY as surety as recorded in Book 188 Page 325 having been completed the Town of Smithfield **RELEASES** principal and surety and successors in interest from such bond.

Town of Smithfield

by _____

Randy Rossi

Town Manager

Town of Smithfield

RELEASE

All conditions and obligations as set forth in the Maintenance Bond C.D.K. Corporation as principal and AMWEST SURETY COMPANY as surety as recorded in Book 188 Page 327 having been completed the Town of Smithfield **RELEASES** principal and surety and successors in interest from such bond.

Town of Smithfield

by _____

Randy Rossi

Town Manager

Town of Smithfield



TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: August 8, 2023
To: Smithfield Town Council
From: Christopher Celeste, Assessor
Re: Tax Abatements

BACKGROUND:

Abatements are granted by the assessor as a result of assessment appeals on real estate, motor vehicles, and personal property. Adjustments are also made to motor vehicle tax bills to correct for erroneous data received from the Rhode Island Division of Motor Vehicles, including incorrect tax town and registration data. Additionally, the tax collector may request the abatement of taxes deemed to be uncollectible.

FINANCIAL IMPACT:

Total abatements for this period = \$269.96

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$269.96

The abatements contained herein are submitted
for your approval by:

A handwritten signature in black ink, appearing to read "Christopher Celeste".

Christopher Celeste, RICA
Assessor

