

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
November 7, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, NOVEMBER 7, 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)(2); Potential Litigation.

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:
 - A. Smithfield Animal Control – “Best Friends Animal Society” Award.
- VI. Minutes:
 - A. Move that the minutes of the October 17, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Norberto Alvarado, II for possible appointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation be approved as recorded and sealed.
 - B. Move that the minutes of the October 17, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Land Trust appointment with a term expiring in September of 2024.
 - B. Board of Canvassers appointment with a term expiring in March of 2025.
 - C. Zoning Board appointment with a term expiring in May of 2024.

VIII. Public Hearings:

- A. Schedule a public hearing on December 5, 2023 to consider and act upon amendments to the Code of Ordinances Chapter 118 entitled “Alcoholic Beverages”.
- B. Schedule a public hearing on December 5, 2023 to consider and act upon amendments to the Code of Ordinances Chapter 122 entitled “Amusements, Coin-Operated”.
- C. Schedule a public hearing on December 5, 2023 to consider and act upon amendments to the Code of Ordinances Chapter 268 entitled “Peddling and Soliciting”.

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling License for the Board Room, LLC d/b/a “The Board Room”, 95 Douglas Pike with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances and final approval from the RI Department of Health.
- B. Consider, discuss, and act upon approving a new Victualling Only License for JGKG Enterprises, LLC d/b/a “The Fresh Monkee”, 9 Cedar Swamp Road, Suite 5, as applied, subject to compliance with all State regulations and local ordinances, final approval from the RI Department of Health and a Certificate of Occupancy from the Building/Zoning Official’s Office.
- C. Consider, discuss, and act upon approving a new Massage Establishment License for Enliven Massage Therapy, LLC d/b/a “Enliven Massage Therapy”, 600 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.
- D. Consider, discuss, and act upon approving a new Massage Therapy License for Holly Bynum to conduct Therapeutic Massage at “Enliven Massage Therapy”, 600 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

X. Old Business:

- A. Consider, discuss, and act upon approving a new B-Victualler Liquor License for The Board Room, LLC d/b/a “The Board Room”, 95 Douglas Pike, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances,

final approval from the RI Department of Health, and a diagram/plan for parking.

XI. New Business:

- A. Consider, discuss, and act upon authorizing a one-year contract extension with Camp, Dresser, McKee-Smith for Sewer Authority consulting services.
- B. Consider, discuss, and act upon authorizing a short-term contract renewal with Veolia Water for operation and maintenance services at the wastewater treatment facilities.
- C. Consider, discuss, and act upon a recommendation for Change Order #1 with Green Acres Landscaping and Construction Company, Inc. in the amount of one hundred sixteen thousand, nine hundred, forty-eight dollars and seventy-two cents (\$116,948.72) for work associated with the Boyle Athletic Field Complex.
- D. Consider, discuss, and act upon a recommendation for Change Order #2 with Coyne Mechanical, Inc. in the amount of sixteen thousand and eight hundred dollars and zero cents (\$16,800.00) for work associated with the rooftop units replacement project at the Smithfield High School.
- E. Consider, discuss, and act upon authorizing a bid award for a two-year on-call town wide electrical services contract.
- F. Consider, discuss, and act upon a three-year contract extension with Info Quick Solutions for the Town Clerk's land records management system.
- G. Consider, discuss, and act upon adopting a resolution amending the Smithfield Personnel Policies and Procedures.
- H. Consider, discuss, and act upon authorizing an annual salary increase for the Probate and Municipal Court Judges for the period from July 1, 2023 through June 30, 2024.
- I. Consider, discuss, and act upon approving the Town Council meeting schedule for the remainder of the year and calendar year 2024.
- J. Consider, discuss, and act upon approving tax abatements in the amount of two thousand and one dollar and eighty-four cents (\$2,001.84).

XII. Public Comment.

XIII. Adjournment.

AGENDA POSTED: FRIDAY, NOVEMBER 3, 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.



Thomas Taylor
Town of Smithfield Animal Control Shelter
25 Wellington Rd
Lincoln, Rhode Island 02865-4411

Dear Thomas,

On behalf of Best Friends Animal Society, I want to congratulate Town of Smithfield Animal Control Shelter on achieving a 90% save rate for calendar year 2022! You've joined an elite group of organizations across the country who are leading the way toward making us a no-kill nation by saving 90% or more of the animals in your shelter.

This accomplishment represents so much more than a number. It represents a culture of caring and compassion. It represents a dedicated staff, committed volunteers, and motivated supporters. It represents innovative, thoughtful programming. And it represents extraordinary leadership, both within your organization and within our broader animal welfare movement.

Although 90% is, by definition, a number, organizations that achieve and maintain no kill are made up of people who never forget that each fraction of those percentage points represents a life saved. These "numbers" represent cherished family members who are only alive because of your dedication and hard work. Bottom line, every day you and your team create more and more opportunities for people and animals to experience love.

Please accept this plaque as a representation of your dedication, leadership, and the incredible milestone you've reached on behalf of the animals we all love.

With deepest respect,

Julie Castle
Chief Executive Officer
Best Friends Animal Society

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, October 17, 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, October 17, 2023 Smithfield Town Council Meeting to order at 7:02 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)(1) Personnel; to interview Norberto Alvarado, II for possible appointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation. The motion was unanimously approved.

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

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification

V. Presentations:

A. Smithfield Youth Council – (see attached documentation)

VI. Minutes:

A. Move that the minutes of the October 3, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Frank E. Smith, Zachary P. Smith, and Angelica L. Bovis for possible appointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Litigation be approved as recorded and sealed.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the October 3, 2023 executive session meeting minutes be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

B. Move that the minutes of the October 3, 2023 open session meeting be approved as recorded.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the October 3, 2023 open session meeting minutes 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. Planning Board appointment with a term expiring in May of 2024.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Angelica Bovis to the Planning Board with a term expiring in May 2024. **Motion is approved by a unanimous 5/0 vote.**

Member Toppi states the following:

“I trust that Miss Bovis will work hard and will fulfill her duties to the best of her ability, which is why I am voting yes on this appointment. On a separate note, I ask that my council colleagues and future councils, especially when faced with multiple “candidates”, if you will, might take into deeper consideration what expertise a board needs and can benefit from at that particular time. My professional opinion as a Recruiter, as someone who looks at hundreds of resumes per week to try to find the best match to a given job, is to take a more strategic approach in terms of whose qualifications are the "best fit" in addition to the whole package, especially with regard to the planning and zoning boards. Appointing individuals who boast backgrounds that provide expert insight into the subject matter specific to a board would clearly add significant positive value to the town. We appreciate anyone who expresses interest in serving on these boards and know that it can be quite difficult getting individuals to commit to volunteering their time. I suggest that when the town is lucky enough to get such people to volunteer, assuming they have no potential conflicts, we should capitalize on that opportunity and appoint them.”

B. Board of Canvassers appointment with a term expiring in March of 2024.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, hereby appoints Grace Toppi as an alternate on the Board of Canvassers with a term expiring in March 2024. **Motion is approved by a 4/0 vote. Member Toppi recuses herself.**

VIII. Public Hearings:

A. Consider, discuss, and act upon approving a new B-Victualler Liquor License for The Board Room, LLC d/b/a “The Board Room”, 95 Douglas Pike, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances and final approval from the RI Department of Health.

President Lawton declares the public hearing open.

Representing The Board Room, Domenic Greico explains that he was notified that there were concerns about parking from an abutter. Mr. Greico gives the members a copy of a parking plan. Member Tassoni questions if police or fire have reviewed this plan. Mr. Greico states they have reviewed the plan because they are in the middle of a renovation, therefore, he requires approval by the fire department and building department. Mr. Greico further states that prior to that they wanted to have their Liquor License approved before investing a great deal of money into this facility.

Town Manager Rossi questions a seating plan that was requested by the Town Clerk. Mr. Greico explains that he is in the process of doing a buildout, and the interior plans have not yet been finalized. Mr. Greico further explains that this will be a costly project, and he wants to ensure that the Town is on board before there are no Liquor Licenses left or there is an issue with something.

Mr. Grieco states that the parking plan he has submitted shows fifteen (15) parking spaces, and as the owner of the property next door, there is adjacent parking with a private walkway in the back of 85 Douglas Pike.

President Lawton questions if this establishment will continue to have two (2) stories. Mr. Grieco states that he may not keep it as two (2) stories, and the building will be renovated so that it is feasible for this type of operation.

Member Kilduff questions the zoning designation of this property. President Lawton states this property was zoned commercial and was an insurance agency.

Thomas Frezza of 20 Twin River Road explains that his family also owns 3 and 5 Twin River Road, and these properties are located on the side of this proposed business. Mr. Frezza further explains that their side door is 100' or less to their front door. Mr. Frezza expressed his concerns about alcohol being served until 1:00 a.m. and noise from bands. Mr. Frezza questions if there will be an outdoor deck/patio and parking.

President Lawton states that the council cannot do much without a seating plan. Solicitor Gallone explains that the council can make their approval contingent upon police, fire, and building weighing in.

Mr. Greico states that if he were a homeowner living near there, he would have similar concerns. Mr. Greico assures the members that this will not be an establishment that will be hosting rock bands. Mr. Greico questions the hours of operation (6:00 a.m. to 1:00 a.m.) because he will be open from 10:00 a.m. to 10:00 p.m. Mr. Greico states there will not be a pool table or draft beer being sold; this will be a high-end, luxury cigar bar. Mr. Greico feels this is needed in the area and is in a good location. Mr. Greico also assures the members that they will do their best to be a good neighbor.

Vice President Iannotti questions if there is an application for an Entertainment License. Town Clerk Antonuccio states an Entertainment License application was not submitted nor was there a request for outdoor seating, however, those can be applied for after the fact.

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

Solicitor Gallone reiterates that this license application can be approved subject to Building/Zoning, police, fire weighing in on whatever plans have been submitted to ensure compliance with local ordinances and state law.

Vice President Iannotti suggests continuing this matter to the next meeting because he would like to see what they recommend. Vice President Iannotti states that he does not want to make this “subject to” approval so that he can see exactly what they are recommending especially that there is a home in such close proximity to the establishment.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council continue this matter to the November 7 2023 Town Council meeting. **Motion is approved by a unanimous 5/0 vote.**

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling License for the Board Room, LLC d/b/a “The Board Room”, 95 Douglas Pike with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances and final approval from the RI Department of Health.**

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council continue this matter to the November 7, 2023 Town Council meeting. **Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon approving a one (1) day Class F Beer/Wine Liquor License for St. Philip Church, 622 Putnam Pike, for a wine tasting to take place on Saturday, November 4, 2023 from 7:00 p.m. to 10:00 p.m., as applied, subject to State regulations and local ordinances.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve a one (1) day Class F Beer/Wine Liquor License for St. Philip Church, 622 Putnam Pike, for a wine tasting to take place on Saturday, November 4, 2023 from 7:00 p.m. to 10:00 p.m., as applied, subject to State regulations and local ordinances. **Motion is approved by unanimous 5/0 vote.**

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon authorizing the Fire Department to purchase of one (1) 2024 Ford Expedition, through the Greater Boston Police Council and MA Public Safety master pricing agreement, in the amount of sixty-nine thousand, five hundred twenty dollars and twenty-eight cents (\$69,520.28).**

Fire Chief Robert Seltzer explains the following: this vehicle was budgeted in this year's capital budget. This replacement vehicle is for the Deputy Chief and will replace the 2015 Ford Expedition, which will be assigned as a reserve staff vehicle. The remaining funds that are left in the capital budget will be used towards the radio equipment.

Vice President Iannotti states that he saw this item in the budget for an amount of \$80,000, and he questions what will be done with the remaining money. Town Manager Rossi explains that the other part of this is the radio equipment that this vehicle needs to be outfitted with. Town Manager Rossi further explains that the radio equipment is from another vendor, but the remaining funds will be used for that.

Chief Seltzer states that the radio equipment and console will cost approximately \$8,000.

Motion is made by Member Tassoni, seconded by Member Kilduff, to purchase one (1) 2024 Ford Expedition 4-wheel drive, utility vehicle, for the quoted price of \$69,520.28, as quoted from the GBPC/PSE01 purchasing program, to be purchased from Colonial Municipal Group located in Marlborough, MA. **Motion is approved by a unanimous 5/0 vote.**

B. Consider, discuss, and act upon authorizing the Fire Department to administer FEMA Grant EMW-2021-FG-06832 "Regional Mutual-Aid Technical Rescue Grant".

Chief Seltzer explains the following: he wrote this grant, and the Town was the host community for this. He has been working on this project for the GWFCMAA for the last three (3) years. This will provide a resource that currently is not in this area. This allows for people to be trained in technical rescue that can be immediately deployed on a mutual aid basis, and would cover the Northern part of the state. This would be the distribution of funds as the host community.

Motion is made by Member Tassoni, seconded by Member Kilduff, to authorization the Smithfield Fire Department to administer FEMA Grant EMW-2021-FG-06832, Regional Mutual-Aid Technical Rescue Grant, and disperse the respective funds requested. **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon authorizing the Fire Department to purchase an inflatable firehouse from All-Star Inflatables, Inc. in the amount of ten thousand, nine hundred, seventy dollars and zero cents (\$10,970.00).

Chief Seltzer explains the following: this is a grant that was received by a FEMA Fire Protection Grant. This item was specifically picked out and specified. This is an inflatable fire house that is an educational prop that teaches children proper safety tasks.

Motion is made by Member Tassoni, seconded by Member Kilduff, to authorization the Smithfield Fire Department to purchase an inflatable firehouse from All-Star Inflatables, Inc., in the amount of \$10,970.00, utilizing FEMA Grant EMW-02022-FP-00834. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing the Fire Department to purchase a Bullseye Digital Extinguisher from Fire Tech & Safety of New England, Inc. in the amount of twenty-three thousand, two hundred and fifty-nine dollars and zero cents (\$23,259.00).

Chief Seltzer explains the following: this is another FEMA Fire Protection Grant. This fire extinguisher is more technology based and can be used inside/outside. It is easy to carry to businesses for training.

Motion is made by Member Tassoni, seconded by Member Kilduff, to authorization the Smithfield Fire Department to purchase a bullseye digital extinguisher system from Fire Tech & Safety of New England, Inc., in the amount of \$23,259.00, utilizing FEMA Grant EMW-2021-FP-00895. **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon the dissolution of the Diversity, Equity, and Inclusion Task Force.

President Lawton states that the purpose of DEI Taskforce is to advise the Town Council in developing recommendations that further the advancement of Diversity, Equity and Inclusion in the Town.

Member Kilduff states the following: He was surprised to see this item on the agenda. Discussions that have taken place in the past have been about coming up with a game plan for what the council wanted the DEI Taskforce to come up with and present to them. From the council's perspective it has been almost their lack of response with follow up. He does not think it is appropriate to dissolve the commission, and we would ask/urge his council colleagues to table the motion. He feels that the DEI Taskforce stimulates conversation that is difficult to have, but is important to have. He believes that this taskforce serves a very important purpose to the progression of the Town in terms of acceptance and being welcoming. He also believes that people confuse the term "equality" with "assimilation", however, no one is telling anyone how you have to live or forcing anyone to believe one way or the other. If someone does not like this taskforce, then do not go to the meetings.

Motion is made by Member Kilduff, seconded by President Lawton, to table this agenda item. Motion fails. **Members Tassoni, Toppi, and Vice President Iannotti vote nay.**

Vice President Iannotti states the following: this is a taskforce was designed to have a beginning and an end, and the resolution has no end date, which he feels was improper. The taskforce was to report to the council with its recommendations on advancing equity and inclusion, and no recommendations have been received by the prior or current council. On April 11, 2023 this council had a workshop with the taskforce, at which time, the council expressed their concerns that there was nothing being produced by the taskforce. Two years and six months have passed and the council has yet to receive any recommendations. He thinks that perhaps this is a taskforce that is very heavy with government employees, and perhaps a group like this should not have been setup in this fashion. He does not feel this is an appropriate design for a board of this nature. He recommends allowing the taskforce to provide the council with a recommendation by the end of the year, and the taskforce will then terminate allowing for a private group to form.

Vice President Iannotti continues to state that this group could come before the council or the School Committee with concerns about problems they have of this nature. This will give the council progress in this area rather than having this government dominated taskforce.

Member Kilduff agrees that when the composition of this taskforce needs to be revised as the other boards are “resident” boards that advise the council. Member Kilduff states that having a board of employees advising the Town is not the best concept. Member Kilduff does not feel the taskforce is worthy of dissolution or putting a time limit on it to achieve this. Member Kilduff feels that tabling this item will allow the council time to meet with the taskforce again to formulate what the plan will be going forward.

Member Kilduff states that in his mind one reason the taskforce came to fruition was because it was privatized, and putting it into the town hall legitimized the cause. Member Kilduff stands by tabling this item.

Member Tassoni questions if Member Kilduff wants the item tabled or tabled until the next meeting. Member Kilduff states he wants to table this agenda item indefinitely. Member Tassoni states that he will not support that.

Motion is made by Vice President Iannotti, seconded by Toppi, that the Smithfield DEI Taskforce be required to submit its recommendation, if any, to the Town Council by December 31, 2023, at which time, the taskforce’s objectives having been completed in accordance with the resolution of April 20, 2021, and at that point the taskforce would become terminated.

Benjamin Caisse of 42 Forestwood Drive states the following: he represents the School Committee on this taskforce. He agrees with Vice President Iannotti and Member Kilduff that the composition is an issue. The mission of this taskforce was to bring together community members, Town leaders, and department heads to help make our community a more welcoming and inviting place, not just for residents, but also for businesses. The creation of the taskforce showed a commitment by the council and was a proactive step and a model for other communities. This work is not easy or quick; it is difficult but necessary. This is a great community, however, we should always be looking forward on how to make it better and more welcoming. Continuing the support of this work, or a future iteration of it, sends a message that the council supports making this community a better place.

The workshop that was held was somewhat tense, but generated good discussion because it helped the taskforce refocus their efforts. The taskforce has accomplished education by bringing in a variety of groups to educate them which has laid the groundwork. There have also been two (2) “Chalk the Walk” events that attract over five hundred (500) people. He admits that the taskforce has stumbled. There was no funding to pursue a town wide audit, and they stumbled figuring out an RFP. It is tough putting department heads in a position where they cannot act on their own accord because they represent the Town.

The taskforce has not had a meeting since May 2023 and the October 2023 meeting was cancelled. A draft strategic plan has been put together based on the goals that taskforce has, however, it has not yet been discussed with the taskforce.

He agrees that in the future the taskforce should move towards more of a standing committee consisting of many more community members. He feels that the work of the taskforce should continue until that standing committee can “step up” and take on that work. The mission of this work is to make a great community better. This work needs to continue, and if it does transition to a standing committee, that would be great. A commitment is needed by the council saying that they recognize they want to make the community a better place.

Tammi Lawrence of 12 Highview Drive states the following: Member Kilduff spoke about being open to conversation and is in favor of keeping the taskforce. She emailed the council in August, and Member Kilduff did not respond to her. She resent the email stating that she had not heard back from him, and his response was to come to the meeting and discuss it. Member Kilduff’s vote was to table this, and she does not appreciate that. She feels that we must think beyond ourselves going forward, and respond to residents. He is concerned about residents, but she never received a response.

She cares about diversity and people. She wrote to the committee stating that she felt Smithfield is open, and there are some outliers that will never be what you want them to be or some people that will not change their mind. After reading the taskforce minutes, she did not see anything happening. She did not see a goal being achieved or a measurable goal. She questions what the measurable goal is and what is the end result going to be. She also questions making the community better and what is meant by better.

Julie Dorsey of 278 Stillwater Road states the following: Measurable would be that there are no more racial incidents and no children being called the “N” word. The community may be welcome and opening to people that look like her, but it is not as opening to people of color or different sexual orientation. If you think that Smithfield is great, it needs to be great for everyone. She is married to a black man and has beautiful interracial children. Her children have experienced racial tones, words, and discrimination. We want to be welcoming and inclusive in the schools, neighborhoods and everywhere we go. We want everyone to feel included, safe and valued, which is what is preached in the school, and hopefully the Town would preach that as well. She agrees that the taskforce should consist of more residents. She feels that an end date of the taskforce should be rethought. The taskforce asked for money and were denied the money. They explained they were not experts and needed to learn from experts to create those measurable goals to ensure we are held accountable and progress is being made.

Jessica Mencunas of 78 Mann School Road states the following: A key point is that this is work that should not end because it is critical and should be woven into the fabric of the Town. In order for this to happen there needs to a Town initiative, perhaps in the form of a freestanding committee, which may be a better format for this group. The taskforce is vital in promoting diversity and equity in the community and crucial for addressing important issues. The committee should be a Town initiative and endorsed by the council to show a collective commitment to these values, ensuring there is needed structure, accountability, and proper resources.

More progress has been made over the summer forming positive relationships and partnerships with local libraries, other Town entities, and businesses. Completely disbanding or having an end date to this work would be premature and would disrupt these efforts.

Positive and forward thinking like this takes time, and long-term outcomes may not be immediately clear. Continued support with a consultant or guidance from the established partnerships will help. The members, including dedicated volunteers, who courageously spoke out in support of the Town's LGBTQ youth during School Committee meetings, exemplify what the DEI Taskforce needs. Let's maintain the Town's active involvement in this critical effort and continue this positive and good work. It is needed now more than ever.

David DePasquale of 101 Austin Avenue states the following: He worked in industries that consisted of people with various racial backgrounds and everyone got along. People solve their own problems. The business of government getting involved and committees/taskforces being formed is a lot of "b*****t!"

Kim Ziegelmayr of 334 Waterman Avenue states the following: Thanks the council for having this discussion because these discussions can be productive and are useful. She reviewed all of the minutes, and there have been good discussions, and good work was done by this taskforce. None of these conversations would have happened had it not been for the taskforce.

These conversations can help the Town move forward because things do not go away by not speaking about them. Another piece of progress is discussion about possibly reshaping the taskforce. There has been a lack of communication between the council and the taskforce, and the council should provide more leadership and have more conversations. The council wanting recommendations from the taskforce is difficult as there are so many topics under DEI. She reminds the council that there is no leadership or consultant to guide. Through discussion and compromise she feels that these discussions and work are worth doing, and the support of Town government is important.

Susan Branch of 37 Terrace Drive states the following: Her children have gone through the school system, and her grandchildren are currently going through the school system. This is the best Town you could ever raise your children in. Some of the stuff needs to be left up to the children because they are figuring it out and doing a good job making their way through. We are diverse, the Town is diverse, and our children have become diverse. We have done a very good job. Going forward, we need to be extremely careful with what we are doing.

Joseph Toppi of 20 Alpine Ridge states the following: His comments have nothing to do with what his daughter thinks. Politically this group is not diverse (show him a Conservative member the taskforce). There is a huge contradiction in what you are supposed to stand for, and instead there is one group controlling the narrative.

His daughter spoke up at one of the taskforce meetings and was greeted the next day by a long knife sticking in a tree outside of her front door. Was it a message? Agree with us or else? There was no outrage when the incident was reported, but if his daughter was a person of color or gay, this would have been considered a hate crime and been on the front page of the ProJo.

At any of these taskforce meetings an exchange of ideas is needed because people are not supposed to agree on everything, and like at a council meeting, not everything is supposed to be a five/zero vote.

Any contrary opinion is met with something extreme, which he was up to disband this taskforce, but he is willing to see what the new taskforce will be made up of. He feels there should be conservative voices in that new group.

Member Toppi explains the following: The council is in the process of reviewing all boards/commissions, in case anyone thinks the council is singling this group out. This is not the case. She supports having a like-minded group of citizens getting together and doing what they need they feel to do, whatever the goal is with regard to the subject. The taskforce was made up with good intentions, as she thinks many things are. It seemed to be a “knee jerk” reaction to one specific incident that was investigated and adjudicated appropriately by the police. She attended the work session with the taskforce, and she asked two (2) or three (3) times what are goals and what does it look like in Smithfield, however, she was met with no answers. The only answer she received from a School Department official was that he would like to see zero racial incidents. We would love that, and that is not an achievable goal. You will always have children and adults that will say stupid things and who act like idiots. You will never change everyone’s behavior. The point for her is that the government does not need to be involved in this and trying to change people’s behavior. She is all for showing everyone, regardless of how you identify, kindness and respect; that is commonsense. The government is involved in too much already, and we want to eliminate some things. “Government is responsible for creating and sustaining the market, enforcing contracts, protecting private property, and producing systems of education and infrastructure that allow commerce to function efficiently.” That, to her, is what government should be involved in.

She is not sure why we must focus on all of our inherent differences when we can be focusing on what we have in common. We all want to live free, prosperous, and happy lives without the government’s intervention. Let’s work to promote that instead. She is all for having a citizen’s group, but she does not support the government being involved in this.

Vice President Iannotti echoes Member Toppi’s statement. Vice President Iannotti states that the end of the taskforce does not mean the end of work to make Smithfield a more welcoming place; that is everyone’s goal. Vice President Iannotti does not feel this taskforce model works so why not have something that does work. Vice President Iannotti feels that we do not need something with government involvement.

Vice President Iannotti explains the following: A community taskforce could bring their concerns to the council or to the School Committee. A taskforce that is truly representative of the community could be much more effective than a taskforce that is constituted in this manner. We can do a lot better in making Smithfield a more welcoming community and a much better model without government involvement.

The council is not the government, town hall is not the government. You are the government, and you are the Town. It is not just the government body that is elected, you are the Town, and the council relies on you to tell them what the issues are that need to be addressed.

Julie Dorsey states that there are thirty (30) committees, and they are being reviewed. Ms. Dorsey questions why the DEI taskforce is trying to be shutdown.

Member Toppi states that the council is reviewing all committees, and workshops have been held with the Planning Board, the BFRB, and she plans on having more and attending every meeting of every board. Member Toppi further states that this is what she feels like she should do because she sees things such as not following ordinances, and it is good to take a fresh look at everything.

Ms. Dorsey states that the taskforce members were not informed this was on the agenda. Ms. Dorsey questions why, out of thirty (30) committees, this is the one the council is trying to get rid of.

President Lawton states he went away for the weekend and apologizes for not notifying anyone.

Ms. Dorsey finds it odd that this is the committee the council is trying to get rid of, but we want to be open, inclusive, valued, and safe. Ms. Dorsey does not think that people feel valued and safe, and if one person does not feel valued and safe, the council should care about that.

Richard Iannitelli of 99 Dean Avenue states the following: Earlier in the year there was a discussion at the School Committee meeting which dealt with transgender students and whether parents should be notified of gender change or not. Many people on both sides let the committee know their thoughts. A small group of people felt they should be out calling everyone bigots, and if they did not like a situation they should move out of Town. Some made suggestions against member's employment or their families. That is not welcoming or inclusive just because people disagreed on one (1) issue. We cannot function if we do not allow open debate and discussion among people in this Town. Some of the people who brought these things up were associated with the Town, and that is not inclusive.

He has heard people say this evening that they need to bring in experts. Since when do we form a committee and have to bring them up to speed. That's not how we do a committee. The residents should have their opinions, and those opinions should be presented to the council in a format you can act on. Not make them intelligent on a subject.

Kim Ziegelmayr explains the following: These discussions can feel uncomfortable, and the government is making us talk about it. She reminds the members about the Civil Rights Act and the Voting Act is the federal government dictating how people had to behave. To say there is no role of elected leadership in these discussion is something she does not agree with.

Jessica Mencunas states the following: The point is being missed. It is not about trying to make people "buy into" one certain thing. There have been many Towns that have formed DEI committees and there have been a great deal of positive community engagement. This is why large entities have fulltime staff dedicate to diversity and equity. At the heart of this is attracting and retaining good people from all different backgrounds. This helps the community to thrive. It is a good idea to ensure you have community involvement, however, there needs to be some type of a partnership with the Town. The council is Town leadership and helps to drive the culture of the Town and what it will look like.

Suzy Alba of 85 Colwell Road states the following: She is seeing a pattern with this council of not working collaboratively with boards/commissions.

Taskforce members were not notified this was on the agenda, and that is unacceptable. If you are not going to listen to commission members, how are you going to listen to the residents? If there were concerns, which were very valid, from council members to not contact any member of the taskforce, who are your government colleagues and three (3) of your residents, is disrespectful of the very nature and structure of why our committees exist.

This happened with the Dog Park, there was a vote by the council to eliminate the fees without collaborating with that committee. It is a pattern from this council. The Town Manager, the President, or the member who put this on the agenda, could have had the decency and respect to alert the members of the taskforce.

If the council is not going to work collaboratively with commission members themselves, it concerns her the council is not listening to the residents.

There are two (2) current members that were part of the original intention of the taskforce, and hundreds attended the forums that were held as a result of a particular incident. The Youth Council sends a message that we are a community that is welcoming and people can feel heard. The work is hard and it takes time and difficult conversations. She commends Vice President Iannotti for being willing to hear what the taskforce has planned. No one has called the taskforce to ask what they have been doing.

The Youth Council has done numerous things in this area. It is ironic that the council wants to dissolve a committee that our youth have been part of. This is disheartening, but she is hopeful that after this evening the council members and members of the taskforce will work more collaboratively, not blindside them and govern heavy-handed, and continue conversations about how this work can progress.

Member Tassoni suggests holding a public hearing, and going back to review the taskforce, and open the public hearing up to Town residents. Member Tassoni agrees it has been two and one half years without submitting a report, however, the council is partly to blame because there is no direction. Member Tassoni feels the public needs to be more involved.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the DEI Taskforce submits a report, the Town Council will review the report, and establishes a public committee.

Member Toppi questions how the council has the authority to establish a citizen's committee if it is a government committee.

Member Kilduff thinks Member Tassoni is talking about a committee with more citizen participation.

Member Toppi questions if it would be a government committee comprised of the public rather than the government.

Member Kilduff states that he would be agreeable to that because it would not terminate, and will help the council restructure.

Member Toppi questions how the council can agree to this if there are not set goals. Member Toppi also questions, in tangible terms, what does diversity, equity, and inclusion look like in the town hall right now.

Member Toppi states that there are many advocates in favor of this present this evening, and she assumes someone would be able to advise what that looks like in real life.

Member Tassoni states that if the council gets the report and reviews it, whatever recommendations are listed, the council can make. Member Tassoni further states that the council would then establish another committee with less “overhead”.

Vice President Iannotti suggests that the council review the report, and based on the information in the report, the council could then decide whether they would like to have a committee that is like the Planning Board. Vice President also suggest that the council could recommend that a private group is formed.

Town Clerk Antonuccio reviews the motion for the members.

Member Toppi questions when the public hearing would be held. Member Tassoni states that the public hearing would be held the first week in January.

Solicitor Gallone reviews the Town Council meeting schedule for 2024. Member Tassoni states that the public hearing would be held on the second meeting in January.

Member Toppi questions if the public hearing is to determine whether to move forward with another committee or leave it to private citizens.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the DEI Taskforce submits a report by December 31, 2023, the Town Council will review the report, and will hold a public hearing on January 16, 2024 to determine if a public committee should be established. **Motion is approved by a 4/0 vote. Member Toppi abstains.**

F. Consider, discuss, and act upon approving tax abatements in the amount of three hundred and sixteen dollars and six cents (\$316.06).

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve tax abatements in the amount of \$316.06. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment.

Angelica Bovis of 65 Esmond Street thanks the council for appointing her to the Planning Board.

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 8:45 p.m.

Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on December 5, 2023 to consider and act upon amendments to the Code of Ordinances Chapter 118 entitled “Alcoholic Beverages”.

AN ORDINANCE AMENDING SECTIONS 118-3 THROUGH 118-13 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “ALCOHOLIC BEVERAGES”

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

Section 1. Sections 118-3 through 118-13, of the Smithfield Municipal Code are hereby amended to read as follows:

§ 118-3 New License Applications.

- A. All new business applications shall complete a Business Registration in the office of the Town Clerk or on the Town’s website as required by Section §236.11 of the Smithfield Code of Ordinances.
- B. An application form must be obtained from the Office of the Town Clerk or on the Town’s website, fully completed, and returned to the Town Clerk with the payment for the annual license fee and all required documentation which shall include:
- 1) Background check
 - 2) Retail Sales Permit (issued by the RI Division of Taxation)
 - 3) Certificate of Good Standing (issued by the RI Division of Taxation)
 - 4) Menu
 - 5) A brief written description of the premises sufficient to identify the specific location, within the building and/or on the property grounds where alcohol is to be served. A site plan, drawn to an acceptable engineering scale and accurately presenting all required data.
 - 6) An abutter’s list from the Smithfield Tax Assessor’s Office which will identify all property owners with 200 feet of any point of the premises where alcohol will be served (R.I.G.L. §3-5-17).
 - 7) A Special Use Permit from the Smithfield Building Department (if applicable).

C. Notice

Notice of the application must be given by regular mail to all owners of property within 200 feet of the proposed business location. The notice shall be prepared and mailed by the Office of the Town Clerk, and the cost associated with said mailing shall be paid by the applicant. The notice must state that the abutting property owners have a right to address the proposed application and state the time and place of the public hearing.

D. Advertising

The Office of the Town Clerk will advertise the public hearing once a week for two (2) weeks in a newspaper of local circulation. The initial advertisement must appear fourteen (14) days or more before the scheduled hearing date.

E. Basis for Denial or Approval

The Town Council has the general discretionary authority to deny a license. The following criteria has been established by the Town Council in evaluating whether a license shall be approved or denied:

- 1) Compliance with State and local health and safety laws, codes, ordinances, rules, and

- regulations.
- 2) Compliance with State and local alcoholic beverage laws, codes, rules, and regulations.
 - 3) Premises is located within 200 feet of a school or place of public worship (R.I.G.L. §3-7-19).
 - 4) Impact on traffic.
 - 5) Parking.
 - 6) Impact on existing municipal services and requirements, if any, for new municipal services.
 - 7) Impact on Police Department.
 - 8) Failure of the applicant to comply with the requirements of State law, including, but not limited to:
 - i. Applicant must be a citizen and resident of Rhode Island, except that licenses may be issued to corporations incorporated in other states of the United States if they are authorized to transact business in Rhode Island (R.I.G.L. §3-5-10).
 - ii. Corporate applicants with 25 stockholders or less must provide a list of the names and addresses of all stockholders, officers, and members of the board of directors to the Town Council, and each person listed must be a suitable person to hold a license within the district of the Town Council (R.I.G.L. §3-5-10).
 - iii. Failure of a corporation to report the acquisition of a 10% interest and any change of officer or directors within thirty (30) days (R.I.G.L. §3-5-10).
 - iv. Applicant has a criminal record or repeated violations of the alcoholic beverage laws.

§ 118-4 License Renewal Applications.

- B. All licenses, except F and F-1 are issued for a period of no more than one year and shall be renewable on December 1 each year in accordance with these rules and regulations and State law.
- C. The license renewal applications shall be submitted by October 1 to allow time for processing. Failure to submit a timely license renewal application shall be grounds for denying renewal of the license.
- D. The full amount of the annual license fee must be submitted with the application. Failure of the Town Council to act on a license renewal application, timely submitted and fully completed and executed, shall cause the existing license to be extended until such time as the Town Council acts on the application.
- E. The holder of a license is entitled to have the license renewed, provided:
 - 1) The license renewal application is complete and timely submitted by October 1.
 - 2) The applicant satisfies all the criteria upon which the initial license was issued.
- F. The Town Council may refuse to renew any license for cause. A determination of cause shall include:
 - 1) One or more incidents of disorderly conduct within the licensed premises or outside of the licensed premises if the conduct can be shown to have its genesis within the premises.
 - 2) Failure to comply with State and local health and safety laws, codes, ordinances, rules, and regulations.
 - 3) Failure to comply with State and local alcoholic beverage laws, codes, rules, and regulations.
 - 4) Delinquency of applicant in payment of tangible taxes and application fees.
 - 5) Failure to furnish a Certificate of Good Standing issued by the Rhode Island Division of

Taxation.

G. Notice: Notice to abutting landowners not be required.

H. Advertising: The license renewal application shall be advertised in a newspaper of local circulation. The advertisement shall provide the date and time of the meeting at which the renewal application shall be considered.

§ 118-5 License restrictions.

A. The Town Council shall have the authority to impose restrictions upon a license, whether newly issued, renewed, transferred, or relocated, provided the restriction are designed to promote the reasonable control of alcoholic beverages.

B. The Town Council shall have broad discretionary authority to impose restrictions which are generally applied to all liquor licenses or all licenses within a class. Restrictions applicable to all licenses shall include but not limited to:

1) No loud noise, music, or other nuisance shall be permitted to annoy nearby residents, persons on adjoining properties, street, or sidewalks.

2) The applicant assumes all responsibility and liability which may result from the granting of the license. The applicant acknowledges that the Town of Smithfield assumes no responsibility by granting the license.

C. Any other conditions imposed by the Zoning Board of Review must be complied with by the licensee.

§ 118-3-6 Prior payment of taxes required.
[Amended 1-28-1981]

Any applicant for, or license or holder of, an alcoholic beverage license within the Town must satisfy and pay any and all tax liabilities prior to the granting of a new alcoholic beverage license or the renewal of an existing alcoholic beverage license.

§ 118-4-7 Definitions.
[Amended 1-28-1981]

As used in this article, the following terms shall have the meanings indicated:

TAX LIABILITIES

Includes but not be limited to, any and all real, personal or intangible tax, as well as sewer usage fee or sewer assessment.

Article III
Consumption

[Adopted as indicated in section histories (Secs. 3-4 through 3-6 of the 1985 Code of Ordinances)]

§ 118-5-8 Beach areas.
[Amended 7-15-1963]

No person shall possess or consume any alcoholic beverage on any of the beaches operated by the Town or public areas adjacent thereto.

§ 118-~~6-9~~ **Public property.**
[Amended 10-23-1979; 1-14-1980; 5-5-1987]

No person, whether in or outside a motor vehicle, shall consume any alcoholic beverages on any public street, sidewalk or parking lot in Town, nor on any property owned by the Town of Smithfield.

§ 118-~~7-10~~ **Business property.**
[Amended 10-23-1979; 1-14-1980; 5-5-1987]

It shall be unlawful for any person to consume alcoholic beverages in public view on private property on which a business is conducted, where the owner of such property has posted a prohibition against such consumption and where such notice has been filed with the Chief of Police.

Article IV Alcohol Server Training

[Adopted 4-20-2004; amended in its entirety 5-5-2009]

§ 118-~~8-11~~ **Requirements; violations and penalties; disposition of fines.**

A. Every holder of a liquor license issued by the Town of Smithfield shall ensure that:

- (1) All persons who sell or serve alcoholic beverages, anyone serving in a supervisory capacity over those who sell or serve alcoholic beverages, anyone whose job description entails the checking of identification for the purchase of alcoholic beverages and valet parking staff shall receive alcohol server training as set forth herein.
- (2) Any eligible employee of a licensee shall be required to complete certified alcohol server training as defined herein within 60 days of the commencement of his or her employment and must attain a minimum score of 75%.
- (3) Licensees shall require employees described in Subsection A(1) hereof to be recertified every three years.
- (4) As a condition of license renewal, and as part of the license renewal application, each licensee must submit to the Town Clerk information verifying that all persons described in Subsection A(1) hereof and employed by the licensee for more than 60 days in the past year have completed a certified alcohol server training program as defined herein within the last three years.
- (5) All persons who have completed certified alcohol server training as required herein must have their valid server permits on the premises when engaged in the sale or service of alcoholic beverages.
- (6) Individuals who have been issued a server permit in another jurisdiction by an approved Rhode Island alcohol server training program shall be determined to be in compliance with this article, subject to the three-year limitation contained herein.
- (7) Only alcohol server training programs that meet the criteria determined by the Department of Mental Health, Retardation and Hospitals may be eligible for certification by the Department of

Business Regulation. The Smithfield Substance Abuse Prevention Coalition shall maintain a list of certified alcohol training programs which meet said criteria.

- B. Any liquor licensee who violates or fails to comply with any provision of this § ~~118-8-11~~ shall be subject to the following sanctions:
 - (1) An initial written warning for a first violation or noncompliance within a three-year period;
 - (2) A written warning for a second violation or noncompliance within a three-year period;
 - (3) A fine not to exceed \$250 for a third violation or noncompliance within a three-year period; and
 - (4) License suspension for a fourth and subsequent violation in a three-year period.
- C. Any server who violates or fails to comply with any provision of this article relating to servers of alcoholic beverages shall be subject to the following sanctions:
 - (1) An initial written warning for a first violation or noncompliance within a three-year period;
 - (2) A written warning for a second violation or noncompliance within a three-year period;
 - (3) The loss of server training certification for a third violation or noncompliance in a three-year period.
- D. Failure to have a valid server permit on the person of an individual required to be certified hereunder shall not constitute a violation, provided proof of a valid permit is provided within 10 days of the request therefor.
- E. All fines collected by the Town hereunder shall be paid over to the Smithfield Substance Abuse Prevention Coalition.

**Article V
License Fees**

§ ~~118-9-12~~ **Liquor license fees.**

Annual liquor license fees shall be as follows:

Class of License	Fee
A	\$1,000
B (victualer)	\$600
BV (limited)	\$600
C	\$600
D	\$200

Article VI

Penalty Provisions for All Liquor Violations

§ 118-~~10-13~~ **Penalties**~~Fines and revocation~~; show-cause hearing.

A. A. — Penalties for violations. In addition to any criminal penalties which may be imposed by a court of law, any holder of a liquor license issued by the Town of Smithfield who breaches any condition on which the license is issued, or who violates any rule, regulation, ordinance, or statute applicable thereto, with the exception of the alcohol server training requirements set forth in § **118-811**, shall, for the first offense, be subject to a fine of up to \$500 and/or suspension or revocation of license; and for the second and any subsequent offense, be subject to a fine of up to \$1,000 and/or suspension or revocation of license. Each separate violation hereunder shall be considered a separate offense even if multiple violations occur on the same date or arise out of the same incident. In the event that there are no offenses within 36 successive months from the date of the last offense, then the next offense shall be treated as the first offense. All fines collected by the Town hereunder shall be paid over to the Smithfield Substance Abuse Prevention Coalition.

B. Violations

- 1) The license holder has breached any condition imposed on the license.
- 2) The license holder has violated the provisions of State law concerning alcoholic beverages, including but not limited to the rules and regulations issued by the Liquor Control Administration.
- 3) The license holder has violated provisions of any applicable Town Ordinances.
- 4) The license holder has failed to submit their paperwork by October 1.
- 4)5) For purposes of this section, the licensee assumes responsibility for preventing its patrons from disturbing the surrounding neighborhood. Failure to do so shall be grounds for revocation or suspension of a license or imposition of a fine.

B.C. B. Minimum penalties. In no event shall a penalty imposed hereunder be less than:

- (1) For a first offense, a mandatory minimum fine of \$100.
- (2) For a second offense in a thirty-six-month period, a mandatory minimum fine of \$250.
- (3) For a third offense in a thirty-six-month period, a mandatory minimum penalty of a fine of \$350 and a three-day license suspension.

C.D. C. Imposition of penalty. Prior to imposing any penalty hereunder, the Town Council shall conduct a public show-cause hearing. The hearing notice shall be given to the licensee at least 10 days prior to the hearing. The notice shall include the date, time and place of the hearing, and shall state the nature of the charges against the licensee.

Article VII (Reserved)

§ 118-~~11-14~~ **(Reserved)**

Article VIII

Victualling Licenses

§ 118-~~12-15~~ **Alcoholic beverages prohibited.**

Every holder of a victualling license issued by the Town of Smithfield shall ensure that no alcoholic beverages are consumed on the licensed premises unless the Town Council has issued a liquor license for the licensed premises which license is in full force and effect.

Article IX

Location of Licensed Premises

[Adopted 11-1-2011 by Ord. No. 2011-09]

§ 118-~~13-16~~ **Prohibited location.**

No Class A, Class B, Class B-Limited, Class C, Class D, Class E, or Class J license issued pursuant to the provisions of R.I.G.L. Chapter 3-7 ("Retail Licenses") shall be granted to any applicant who proposes to use and/or operate under said license at a location which is within the same building and is within two hundred (200) feet of any portion of the premises of a child-care provider and/or child-placing agency

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: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on December 5, 2023 to consider and act upon amendments to the Code of Ordinances Chapter 122 entitled “Amusements, Coin-Operated”.

AN ORDINANCE AMENDING SECTIONS 122-10 AND 122-11 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “AMUSEMENTS, COIN-OPERATED”

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

Section 1. Sections 122-10 and 122-11, of the Smithfield Municipal Code are hereby amended to read as follows:

§ 122-10 Fees.

The fee to be paid upon the granting of licenses issued under this chapter shall be \$200 ~~plus \$10 for each coin-operated amusement device on the premises~~, or such fee as is set by resolution of the Town Council.

§ 122-11 License for business with one device.

- A. No place of business or establishment in the Town shall place, maintain or locate a coin-operated amusement device on its premises without first having obtained a license from the Town, and no operator shall allow or permit the use of a coin-operated amusement device unless a license for such use shall have been obtained from the Town Clerk.
- B. Every person desiring to obtain a license as required by this section shall file a written application to the Town Clerk on forms approved by the Town Clerk, ~~together with an application fee of \$20 per machine payable to the Town Clerk, or such fee as is hereafter provided by resolution of the Town Council.~~ The applicant shall provide the following information: The applicant's name and post office address and the name and post office address of the business where the pinball machine is to be located. In case the applicant is a corporation, the application shall be made by the agent of the corporation who will have principal charge of the premises established. In case of a partnership, each active partner in such business shall join in the application for such license. Each application shall also contain a diagram, with dimensions of the premises in which the business will be located, showing the location of the coin-operated amusement device and each exit from the premises.
- C. Before any such license shall be issued:
- (1) Inspection of the premises shall be made by the Building Official; and
 - (2) The Building Official shall determine whether the applicant is placing the coin-operated amusement device in such a location so as not to constitute a nuisance or danger and so as to permit safe ingress to and egress from the premises.
- D. No coin-operated amusement device shall be moved from an approved location to another location on the premises, unless the operator shall have first obtained the written approval of the Building Official. If, in the discretion of the Building Official, it is necessary to inspect the proposed new location of the device to determine whether such new location constitutes a nuisance or danger, and to determine whether such new location permits safe ingress to and egress from the premises, the operator shall pay an inspection fee of \$20 per device, or such other fee as is hereafter provided by resolution of the Town Council, to the Town Clerk to defray the cost of such inspection.
- E. The Town Clerk, upon receiving such application, if presented in due form, and upon being advised by the Building Official that the premises conform to the requirements hereof, shall grant such license to the applicant for a term expiring on the 31st day of December of each year. All such

licenses shall be in such form as the Town Council may prescribe and shall contain the name, address, place of business and the date of expiration of said license, and shall be authenticated by the signature of the Town Clerk.

- F. The license shall be issued to a specific person, firm or corporation for a specific location.
- G. The provisions of this section, and each part thereof, are intended to apply only to places of business or establishments having one coin-operated amusement device and do not apply to arcades as that term is defined in this chapter.

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: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on December 5, 2023 to consider and act upon amendments to the Code of Ordinances Chapter 268 entitled “Peddling and Soliciting”.

**AN ORDINANCE AMENDING SECTION 268-9 OF THE TOWN OF SMITHFIELD
MUNICIPAL CODE ENTITLED “PEDDLING AND SOLICITING”**

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

Section 1. Section 268-9, of the Smithfield Municipal Code are hereby amended to read as follows:

§ 268-9 Permit required to canvass or solicit; conditions; violations and penalties.

- A. Required. To ensure the public health, safety, and welfare, no person shall canvass or solicit or call from house to house in the Town of Smithfield to sell or attempt to sell goods, merchandise, wares, or any personal property of any nature whatsoever, or take or attempt to take orders for services to be furnished or performed in the future, without first having received a written temporary or permanent permit therefor from the Town Clerk.
- B. Application; contents.
- (1) Any person desiring a permit to canvass or solicit in the Town shall file, on a form to be supplied by the Town Clerk, an application with the Town Clerk stating:
 - (a) Name of applicant;
 - (b) Permanent home address;
 - (c) Name and address of employer or firm represented;
 - (d) Place or places of residence of the applicant for the preceding three years.
 - (e) Date on which he/she desires to commence canvassing or soliciting;
 - (f) Nature of merchandise to be sold or offered for sale or the nature of the services to be furnished.
 - (g) Whether or not the applicant has ever been convicted of a crime, misdemeanor or violation of any ordinance and if so, when, where, and the nature of the offense;
 - (h) Names of other communities in Rhode Island in which applicant has worked as a solicitor or canvasser in the past two years;
 - (i) A copy of a recent photo identification. If no such identification is available, applicant must submit to the taking of a photo identification picture, for purposes of identification only, by the Town of Smithfield Chief of Police.
 - (2) Said application shall also be accompanied by a letter or other written statement from the individual, firm or corporation employing the applicant, certifying that the applicant is authorized to act as the employer's representative.
 - (3) No such application shall be filed more than three months prior to the time such canvassing or soliciting shall commence.

- C. Investigation; issuance of permit. Once an applicant has provided the necessary information to the Town Clerk, he/she will receive a temporary solicitation permit and is free to solicit in accordance with the laws of this section. The Town Clerk shall give a copy of the application to the Chief of Police who shall cause such investigation to be made of the information contained therein for the public good. He shall use any information available in other Rhode Island cities or towns, where the applicant has canvassed or solicited within two years last past. If the applicant is found to have solicited over the past two years without criminal incident and has confirmed authority to solicit for a legitimate cause, the Town Clerk will then issue a permanent solicitation permit for a period of two years. Upon expiration of the permanent solicitation permit, the applicant must reapply in accordance with Subsection **B** of this section.
- D. Time limitation. To prevent crime and ensure the peacefulness of the citizens of Smithfield's homes, no person shall engage in door-to-door solicitations before the hour of 9:00 a.m. ~~nor after~~ to no later than 7:00 p.m.
- E. Penalty. Any person, firm or corporation violating any provision of this section shall, upon conviction thereof, be fined in an amount not exceeding \$500 or be imprisoned for a period not exceeding 30 days, or be both fined and imprisoned. Each day said violation is permitted or is permitted to continue, shall constitute a separate offense and shall be subject to a penalty hereunder.

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: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK



Memorandum

DATE: November 1, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for The Board Room, LLC d/b/a “The Board Room” for the November 7th Town Council Meeting

BACKGROUND:

The Board Room, LLC d/b/a “The Board Room”, has applied for a new Victualling License for their business located at 95 Douglas Pike.

TOWN REVENUE:

Fee for a Victualling License is \$50.00 per year

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for The Board Room, LLC d/b/a “The Board Room”, 95 Douglas Pike, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances and final approval from the RI Department of Health.

FEE: 50.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 8/23/2023

Type of License: Victualling Check One:

New Renewal Amended

Name of Applicant: Domenic Grieco

Date of Birth: 3/1/1976

Resident Address: 7 Christopher Drive, Lincoln, RI 02865

Business Address: 95 Douglas Pine Smithfield, RI 02917

Operating Under Trade Name of: The Board Room, LLC

Resident Telephone: 401-439-7400 Business Telephone: 401-330-2138

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: Cigar Bar / Lounge

Requested Hours of Operation: M - S 10am - 10pm

Signature of Applicant: [Signature] Title: owner

Applies to business establishments only.

In case of emergency/person to contact

Name: Christine Picard Address: 85 Douglas Pine Smithfield, RI Phone: 401-330-2138

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature]
Building Official: SIGNATURE NOT REQUIRED
RI Dept. of Health: _____

Fire Chief: [Signature]
Owner of premises: [Signature]

At a meeting of the Smithfield Town Council, held on

11/7/23

the above stated application was:

() Approved () Denied

License #: 150 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: 8/23/2023

1. NAME OF CANDIDATE: (PRINT)

Grieco Domenic Ralph
 LAST FIRST MIDDLE

MAIDEN NAME

3/1/1976

2. DATE OF BIRTH

7 Christopher Drive Lincoln, RI

4. CURRENT ADDRESS

Cigar Bar / Lounge

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

Providence, RI

3. PLACE OF BIRTH

The Beard Room, LLC

5. NAME OF BUSINESS

95 Douglas Pike

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-330-2138

9. BUSINESS PHONE

N/A

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>08/2013</u>	<u>Present</u>	<u>7 Christopher Drive</u>	<u>Lincoln, RI</u>
<u>3/1/1976</u>	<u>08/2013</u>	<u>5 Garwaine Drive</u>	<u>Lincoln, RI</u>

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

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

13. List below two (2) character references

- | | | |
|----------------------------|--|---------------------|
| 1. <u>Stephen Medeiros</u> | <u>71 Cameron Way Rehoboth, MA 02769</u> | <u>774-930-0529</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Joseph Tutsch</u> | <u>490 Winthrop St Dighton MA 02780</u> | <u>508-509-0098</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE:

[Signature]

Witness:

[Signature]



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

THE BOARD ROOM, LLC THE BOARD ROOM
 PO BOX 91012
 JOHNSTON, RI 02919-0851

State of Rhode Island
 DIVISION OF TAXATION



RETAIL SALES PERMIT
 Valid From: 07/01/2023 to 06/30/2024

ID: 2-5278-1417

ISSUED TO:
 THE BOARD ROOM, LLC THE BOARD ROOM
 95 DOUGLAS PIKE
 SMITHFIELD, RI 02917

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.

DATE ISSUED: 09/26/2023

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR



Memorandum

DATE: November 1, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling Only License for JGKG, LLC d/b/a “The Fresh Monkee”, for the November 7th Town Council Meeting

BACKGROUND:

JGKG, LLC, d/b/a “The Fresh Monkee”, has applied for a new Victualling Only License, located at 9 Cedar Swamp Road, Suite 5, hours of operation to be as follows: Monday through Sunday, 6:00 a.m. to 2:00 a.m.

TOWN REVENUE:

Fee for a Victualling Only License is \$50 per year

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling Only License for JGKG, LLC d/b/a “The Fresh Monkee”, 9 Cedar Swamp Road, Suite 5, as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health and a Certificate of Occupancy from the Building/Zoning Official’s Office.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 9/28/23

Type of License: Virtualing Only Check One: New Renewal Amended

Name of Applicant: Joe Gulino Date of Birth: 6-21-1971

Resident Address: 84 Austin Ave, Greenville 02828 Business Address: 9 Cedar Swamp Rd, Smithfield RI 02917
Operating Under Trade Name of: D/B/A The Fresh Monkey Resident Telephone: 508-740-3253 Business Telephone: Same

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

Name: Jg Kg Enterprises LLC Address: 84 Austin Ave Greenville RI Title: owner DOB: 6-21-71
Name: _____ Address: _____ Title: _____ DOB: _____
Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: Healthy Protein shakes

Requested Hours of Operation: M-F 7-6PM S-9-4PM Sun 9-4PM

Signature of Applicant: [Signature] Title: OWNER

Applies to business establishments only:

In case of emergency/reason to contact

Name: Kristen Garbide Address: 84 Austin Ave Greenville Phone: 401-265-9743

Name: LBA Rafferty Address: 11 Lampert Ln, Lincoln RI Phone: 401-524-8823

For Official Use Only

Police Chief: [Signature] Fire Chief: [Signature]
Building Official: SIGNATURE NOT REQUIRED Owner of premises: Stephen Xosud member
RJ Dept of Health:

At a meeting of the Smithfield Town Council, held on 11/7/23 the above stated application was:

() Approved () Denied License #: 156 Date Issued: _____

NO Criminal Record

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

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 9/28/23

1. NAME OF CANDIDATE: (PRINT)

Gulino Joseph Michael
LAST FIRST MIDDLE

MAIDEN NAME

6-21-71

2. DATE OF BIRTH

84 Austin Ave Greenville RI

4. CURRENT ADDRESS

Healthy Protein shakes

6. TYPE OF BUSINESS

yes

8. IS BUSINESS INCORPORATED

Joe Gulino - Kristen Gabriele

Worcester MASS

3. PLACE OF BIRTH

The Fresh Market

5. NAME OF BUSINESS

9 Cedar Swamp RD Smithfield RI

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

508-740-3253

9. BUSINESS PHONE

same

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1-2022</u>	<u>9-23</u>	<u>84 Austin Ave</u>	<u>Greenville RI</u>
<u>7-2019</u>	<u>1-22</u>	<u>4 AppleSeed DR</u>	<u>Greenville RI</u>

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

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

13. List below two (2) character references

- | | | |
|-------------------------|--|---------------------|
| 1. <u>Joel Saruis</u> | <u>125 Smith Ave #20 Greenville RI</u> | <u>401-500-3964</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Lisa Rafferty</u> | <u>11 Lampert Cook Ln, Lincoln RI</u> | <u>401-524-8823</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE:

Witness:



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



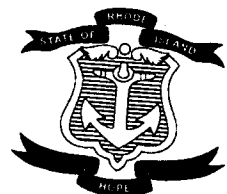
Phone: (401) 574-8955
 TTY Via 711
 Fax: (401) 574-8914
 Email: Tax.Excise@tax.ri.gov

JGKG ENTERPRISES LLC THE FRESH MONKEE
 84 AUSTIN AVE
 GREENVILLE, RI 02828-1440

State of Rhode Island
DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2023 to 06/30/2024



ID: 2-5321-6622

ISSUED TO:
 JGKG ENTERPRISES LLC THE FRESH MONKEE
 9 CEDAR SWAMP RD STE 5
 SMITHFIELD, RI 02917-2417

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 copying by agents of the Division of Taxation as required.



Memorandum

DATE: November 1, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Massage Establishment License for the November 7th Town Council Meeting

BACKGROUND:

Enliven Massage Therapy, LLC d/b/a “Enliven Massage Therapy”, has applied for a new Massage Establishment License for their business located at 600 Putnam Pike.

TOWN REVENUE:

The cost of a Massage Establishment License is \$100.00.

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Massage Establishment License, as applied, subject to compliance with all State regulations and local ordinances:

1. Enliven Massage Therapy, LLC d/b/a “Enliven Massage Therapy”, 600 Putnam Pike

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$100.00

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: 10/23/23

Type of License: MESSAGE ESTABLISHMENT Check One: New () Renewal () Transfer ()

Name of Applicant: Holly Bynum Date of Birth: 04/24/1990

Resident Address: 27 Smith Ave. Greenville, RI 02828 Business Address: 600 Putnam Pike Greenville Plat Lot

Operating Under Trade Name of: Enliven Massage Therapy LLC Resident Telephone: 817-773-2782 Business Telephone: 401-371-3549

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

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

Describe operation of business: Massage Therapy

Hours of Operation: Tues: 1:45pm-5:30pm; Wed: 12:00pm-7:45pm; Thurs/Fri: 9:00-5:30pm

Signature of Applicant: Holly Bynum Title: Owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Holly Bynum Address: 27 Smith Ave Greenville, RI Phone: 817-773-2782

Name: Bonnie Bynum Address: 60 Enfield Dr. West Warwick, RI Phone: 817-773-2780

For Official Use Only

Police Chief: X [Signature]
Building Official: Only if permits are pulled
RI Dept. of Health: X

Fire Chief: X [Signature]
Owner of premises: X Jeremiah Adler

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

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

**NO Criminal
Record**

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 10/23/23

1. NAME OF CANDIDATE: (PRINT)

Bisnam Holly Elise
 LAST FIRST MIDDLE

MAIDEN NAME

04/24/1990

2. DATE OF BIRTH

27 Smith Ave. Greenville, RI 02828

4. CURRENT ADDRESS

Massage Therapy

6. TYPE OF BUSINESS

No

8. IS BUSINESS INCORPORATED

Fort Worth, TX

3. PLACE OF BIRTH

Entiven Massage Therapy LLC

5. NAME OF BUSINESS

600 Putnam Pike Greenville RI 02828

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-371-3549

9. BUSINESS PHONE

817-773-2782

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>2/2013</u>	<u>Current: 10/2023</u>	<u>27 Smith Ave.</u>	<u>Greenville, RI</u>
<u>6/2011</u>	<u>2/2013</u>	<u>University Ave.</u>	<u>Providence, RI</u>
<u>6/2010</u>	<u>5/2011</u>	<u>Washington Ave.</u>	<u>Providence, RI</u>

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

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

13. List below two (2) character references

- | | | |
|------------------------|---|---------------------|
| 1. <u>Sara Doherty</u> | <u>50 Somerset St. East Greenwich, RI</u> | <u>401-749-7007</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Amey Holing</u> | <u>787 Snake Hill Rd. Chepachet, RI</u> | <u>603-518-7257</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: Holly Bisnam

Witness: Carolyn Nazio

10/23/2023

To Whom It May Concern:

I am writing this letter on behalf of Holly Bynum. She has been my massage therapist for 5 years.

Holly is a professional and knowledgeable massage therapist. She is always eager to help and has gone out of her way to research unique issues that I have brought to her outside of our appointment times. I have also been impressed by the fact that she has referred me to other professionals when she feels that what I am dealing with is outside of her scope of practice.

I have seen many massage therapists over the years and Holly has always gone above and beyond in both skill and care. It is my belief that her professionalism, attentiveness and dedication will translate into successful business ownership.

Thank you,

A handwritten signature in black ink that reads "Amy Huling". The signature is written in a cursive, flowing style.

Amy Huling

Senior Logistics Specialist

AHuling@rdus.com

Town of Smithfield, RI
Business License Application

October 24, 2023

Re: Letter of Recommendation for Holly Bynum for a massage therapy business

To Whom It May Concern:

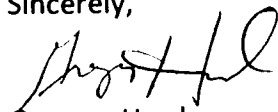
Holly has a success-minded business approach. She is one of those rare graduates who can accomplish anything to which she sets her mind. She is enthusiastic, bright, and hard working. I highly recommend Holly Bynum as a massage therapist and to operate her own massage therapy business. Holly has maintained contact with me since graduating in 2015.

Holly was an outstanding student. From the start, she showed great interest in all that she needed to learn. She displayed maturity, respect, and hard work in all her classes: hands-on, lecture, clinic, and internship. She was also an active participant in class. She got excellent feedback from her clients in our student clinic.

As Director of Career Development, I taught business classes, supervised in the clinic, and assisted students and graduates in career choices, job placement, and business decisions. I am also a licensed, practicing massage therapist. Holly's clinic clients remarked that she communicates well with them, listening to their specific needs. She brings the depth to the massage that the client wants. All the clients finished the massage feeling much better than when they came in.

Holly strives to be the best that she can be. She always presents in a professional and ethical manner. Along with her strong work ethic, Holly has an open and engaging personality, which clients appreciate. We are proud that Holly is a graduate of Bancroft and I happily recommend her.

Sincerely,



Gregory Hurd

Director of Career Development

Town of Smithfield, RI
Business application

10/26/2023

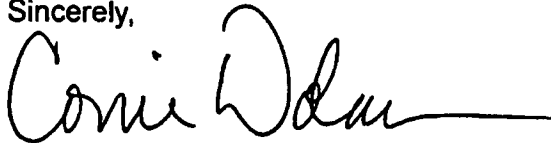
To whom it may concern,

Holly Bynum started as my husband's massage therapist over eight years ago. Eventually, due to her skill in helping him, myself and my daughter started seeing her as well. She has shown great knowledge of how to address the multitude of injuries my family has brought to her. If she felt as though she was not properly addressing the problem she would do research and ask colleagues until she found the answer.

Holly has also shown a deep curiosity about the human body and surprises me with how consistently she is striving to learn more. I can only imagine that her skill will continue to improve with time.

Holly has also shown a great entrepreneurial drive and I'm positive she will be successful in her endeavors. I highly recommend her for this business license and know the town residents will benefit greatly from her being there.

Sincerely,

A handwritten signature in black ink that reads "Corrie Dolan". The signature is fluid and cursive, with a long horizontal line extending to the right.

Corrie Dolan
Senior Healthcare and Hospital Systems Specialist
Rhode Island & Massachusetts Territory
Pfizer Inc

10/26/23


To whom it may concern,

I have known Holly personally for over ten years and professionally for over five, and I can confidently give my recommendation that she be allowed to open her own massage therapy practice. She is an outstanding example of where passion and professionalism meet and never hesitates to go above and beyond to ensure optimal outcomes for her clients.

Her dedication to her field is such that she will happily refer her clients to other practitioners if she feels that their needs will better be met, because she always places their well-being above personal gain.

I can say with complete certainty that she would be a lovely addition and an asset to the local business community in Greenville, RI.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jesse Johnson', with a long horizontal flourish extending to the right.

Jesse Johnson

Oct. 31st, 2023

Town of Smithfield, RI

To whom it may concern,

Holly Bynum has been my massage therapist for approximately a year. She has proven to be very knowledgeable about the human body and the potential causes for the pain that I've dealt with. She always explains the possible origins of tension so that I can also address it outside of her treatments.

Holly is very ethical in her approach. She thoroughly described what she would be doing before and during the session. She also consistently checks in with me throughout each session to make sure that I am comfortable.

Holly seems to be very driven and I believe would be a great asset to the town of Smithfield as a business owner.

Sincerely,

Lisa Reitman

Lisa Reitman
Director of Human Resources
Case Snow Management, LLC

APPLICANT

Holly B

7 SMITH AVE SMITHFIELD, RI 02828

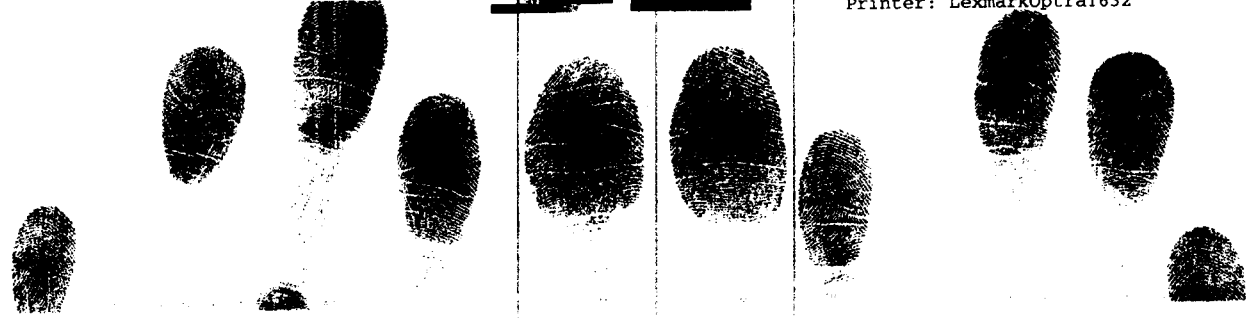
1-12-2023 *Douglas Cerce*

1-20 8-3 LICENSE MASSAGE THERAPIST

BYNUM, HOLLY ELISE

04-24-1990

US F W 502 110 GRN BRO TX



Printer: LexmarkOptraT632

PlushCare

(P) (800) 221-5140 | (F) 14152315332
info@plushcare.com

October 25, 2023

Re: Holly Bynum

To Whom it May Concern:

The above patient was seen today via telemedicine. She has no medical problems and suffers no illnesses that have any implication for public health. She will provide a negative blood analysis for tuberculosis. Details of their condition are confidential, but if you have any questions or concerns, please feel free to contact us.

Sincerely,

Dr. Thanh Uyen Le, MD
PlushCare Physician

Bancroft School of Massage Therapy

333 Shrewsbury Street
Worcester, Massachusetts

This Certifies That

Holly Bynum

has satisfactorily completed the certification course of training in the Professional Massage Therapy Program at this School and through faithfulness and ability has secured the confidence and respect of the officers of this institution and is therefore entitled to this



Diploma

Given this 19th day of June, 2015

Steven J. Tankanov

President



Memorandum

DATE: November 1, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Massage Therapy License for the November 7th Town Council Meeting

BACKGROUND:

Holly Bynum has applied for a new Massage Therapy License to conduct therapeutic massage at “Enliven Massage Therapy”, 600 Putnam Pike.

TOWN REVENUE:

The cost of a Massage Therapy License is \$75.00.

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Massage Therapy License for Holly Bynum, 27 Smith Avenue, Smithfield, RI, to conduct therapeutic massage at “Enliven Massage Therapy”, located at 600 Putnam Pike, as applied, subject to compliance with all State regulations and local ordinances.

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

FEE: \$75.00

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: 10/23/23

Type of License: MASSAGIST Check One: New () Renewal () Transfer ()
(MASSAGE THERAPY)

Name of Applicant: Holly Bynum Date of Birth: 04/24/1990

Resident Address: 27 Smith Ave. Greenville, RI 02828 Business Address: 600 Putnam Pike Greenville, RI Plat Lot


Operating Under Trade Name of: Enliven Massage Therapy LLC Resident Telephone: 817-773-2782 Business Telephone: 401-371-3549

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

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

Describe operation of business: Massage Therapy

Hours of Operation: Tues: 1:45pm-5:30pm; Wed: 12:00pm-7:45pm; Thurs/Fri: 9:00am-5:30pm


Signature of Applicant:  Title: Owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Holly Bynum Address: 27 Smith Ave. Greenville, RI Phone: 817-773-2782
Name: Bonnie Bynum Address: 6 Enfield Dr. West Warwick, RI Phone: 817-773-2780

For Official Use Only

Police Chief: X  Fire Chief: _____
Building Official: SIGNATURE NOT REQUIRED Owner of premises: _____
RI Dept. of Health: SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

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

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

**NO Criminal
Record**

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 10/23/23

1. NAME OF CANDIDATE: (PRINT)

Burnum Holly Elise
 LAST FIRST MIDDLE

MAIDEN NAME

04/24/1990

2. DATE OF BIRTH

27 Smith Ave. Greenville, RI 02828

4. CURRENT ADDRESS

Massage Therapy

6. TYPE OF BUSINESS

No

8. IS BUSINESS INCORPORATED

Fort Worth, TX

3. PLACE OF BIRTH

Enliven Massage Therapy LLC

5. NAME OF BUSINESS

600 Putnam Pike Greenville RI 02828

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-371-3549

9. BUSINESS PHONE

817-773-2782

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>2/2013</u>	<u>Current: 10/2023</u>	<u>27 Smith Ave.</u>	<u>Greenville, RI</u>
<u>6/2011</u>	<u>2/2013</u>	<u>University Ave.</u>	<u>Providence, RI</u>
<u>6/2010</u>	<u>5/2011</u>	<u>Washington Ave.</u>	<u>Providence, RI</u>

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

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

13. List below two (2) character references

- | | | |
|------------------------|---|---------------------|
| 1. <u>Sara Doherty</u> | <u>50 Somerset St. East Greenwich, RI</u> | <u>401-749-7007</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Amey Huling</u> | <u>787 Snake Hill Rd. Chepachet, RI</u> | <u>603-518-7257</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: Holly Burnum

Witness: Carolyn D'Agazio

10/23/2023

To Whom It May Concern:

I am writing this letter on behalf of Holly Bynum. She has been my massage therapist for 5 years.

Holly is a professional and knowledgeable massage therapist. She is always eager to help and has gone out of her way to research unique issues that I have brought to her outside of our appointment times. I have also been impressed by the fact that she has referred me to other professionals when she feels that what I am dealing with is outside of her scope of practice.

I have seen many massage therapists over the years and Holly has always gone above and beyond in both skill and care. It is my belief that her professionalism, attentiveness and dedication will translate into successful business ownership.

Thank you,

A handwritten signature in cursive script that reads "Amy Huling".

Amy Huling

Senior Logistics Specialist

AHuling@rdus.com

Town of Smithfield, RI
Business License Application

October 24, 2023

Re: Letter of Recommendation for Holly Bynum for a massage therapy business

To Whom It May Concern:

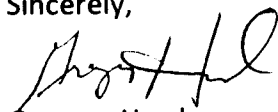
Holly has a success-minded business approach. She is one of those rare graduates who can accomplish anything to which she sets her mind. She is enthusiastic, bright, and hard working. I highly recommend Holly Bynum as a massage therapist and to operate her own massage therapy business. Holly has maintained contact with me since graduating in 2015.

Holly was an outstanding student. From the start, she showed great interest in all that she needed to learn. She displayed maturity, respect, and hard work in all her classes: hands-on, lecture, clinic, and internship. She was also an active participant in class. She got excellent feedback from her clients in our student clinic.

As Director of Career Development, I taught business classes, supervised in the clinic, and assisted students and graduates in career choices, job placement, and business decisions. I am also a licensed, practicing massage therapist. Holly's clinic clients remarked that she communicates well with them, listening to their specific needs. She brings the depth to the massage that the client wants. All the clients finished the massage feeling much better than when they came in.

Holly strives to be the best that she can be. She always presents in a professional and ethical manner. Along with her strong work ethic, Holly has an open and engaging personality, which clients appreciate. We are proud that Holly is a graduate of Bancroft and I happily recommend her.

Sincerely,



Gregory Hurd

Director of Career Development

Town of Smithfield, RI
Business application

10/26/2023

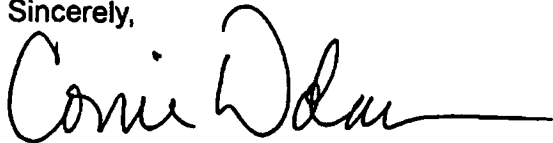
To whom it may concern,

Holly Bynum started as my husband's massage therapist over eight years ago. Eventually, due to her skill in helping him, myself and my daughter started seeing her as well. She has shown great knowledge of how to address the multitude of injuries my family has brought to her. If she felt as though she was not properly addressing the problem she would do research and ask colleagues until she found the answer.

Holly has also shown a deep curiosity about the human body and surprises me with how consistently she is striving to learn more. I can only imagine that her skill will continue to improve with time.

Holly has also shown a great entrepreneurial drive and I'm positive she will be successful in her endeavors. I highly recommend her for this business license and know the town residents will benefit greatly from her being there.

Sincerely,

A handwritten signature in black ink that reads "Corrie Dolan". The signature is written in a cursive style with a long horizontal line extending to the right.

Corrie Dolan
Senior Healthcare and Hospital Systems Specialist
Rhode Island & Massachusetts Territory
Pfizer Inc

10/26/23

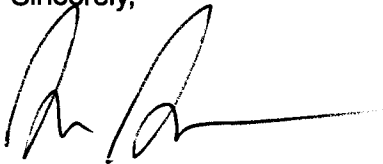
To whom it may concern,

I have known Holly personally for over ten years and professionally for over five, and I can confidently give my recommendation that she be allowed to open her own massage therapy practice. She is an outstanding example of where passion and professionalism meet and never hesitates to go above and beyond to ensure optimal outcomes for her clients.

Her dedication to her field is such that she will happily refer her clients to other practitioners if she feels that their needs will better be met, because she always places their well-being above personal gain.

I can say with complete certainty that she would be a lovely addition and an asset to the local business community in Greenville, RI.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jesse Johnson', with a long horizontal flourish extending to the right.

Jesse Johnson

Oct. 31st, 2023

Town of Smithfield, RI

To whom it may concern,

Holly Bynum has been my massage therapist for approximately a year. She has proven to be very knowledgeable about the human body and the potential causes for the pain that I've dealt with. She always explains the possible origins of tension so that I can also address it outside of her treatments.


Holly is very ethical in her approach. She thoroughly described what she would be doing before and during the session. She also consistently checks in with me throughout each session to make sure that I am comfortable.

Holly seems to be very driven and I believe would be a great asset to the town of Smithfield as a business owner.




Sincerely,

Lisa Reitman

Lisa Reitman
Director of Human Resources
Case Snow Management, LLC

Rhode Island  USA
 DRIVER LICENSE

1 DOB 04/24/1990 4 LIC # 3417745
 2b EXP 04/24/2026
 1 BNUM BYNUM
 2 HOLLY ELISE
 3 27 SMITH AVE
 GREENVILLE, RI 02828-1730
 9 CLASS 10
 9a END NONE
 12 RESTR A
 15 SEX F 16 HGT 5-02 17 WGT 110 LB 18 EYES GR 19 HAIR BR
 5 ID 11248050


APPLICANT

Holly B

7 SMITH AVE SMITHFIELD, RI 02828

12-12-2023

Douglas Cerce

Douglas Cerce

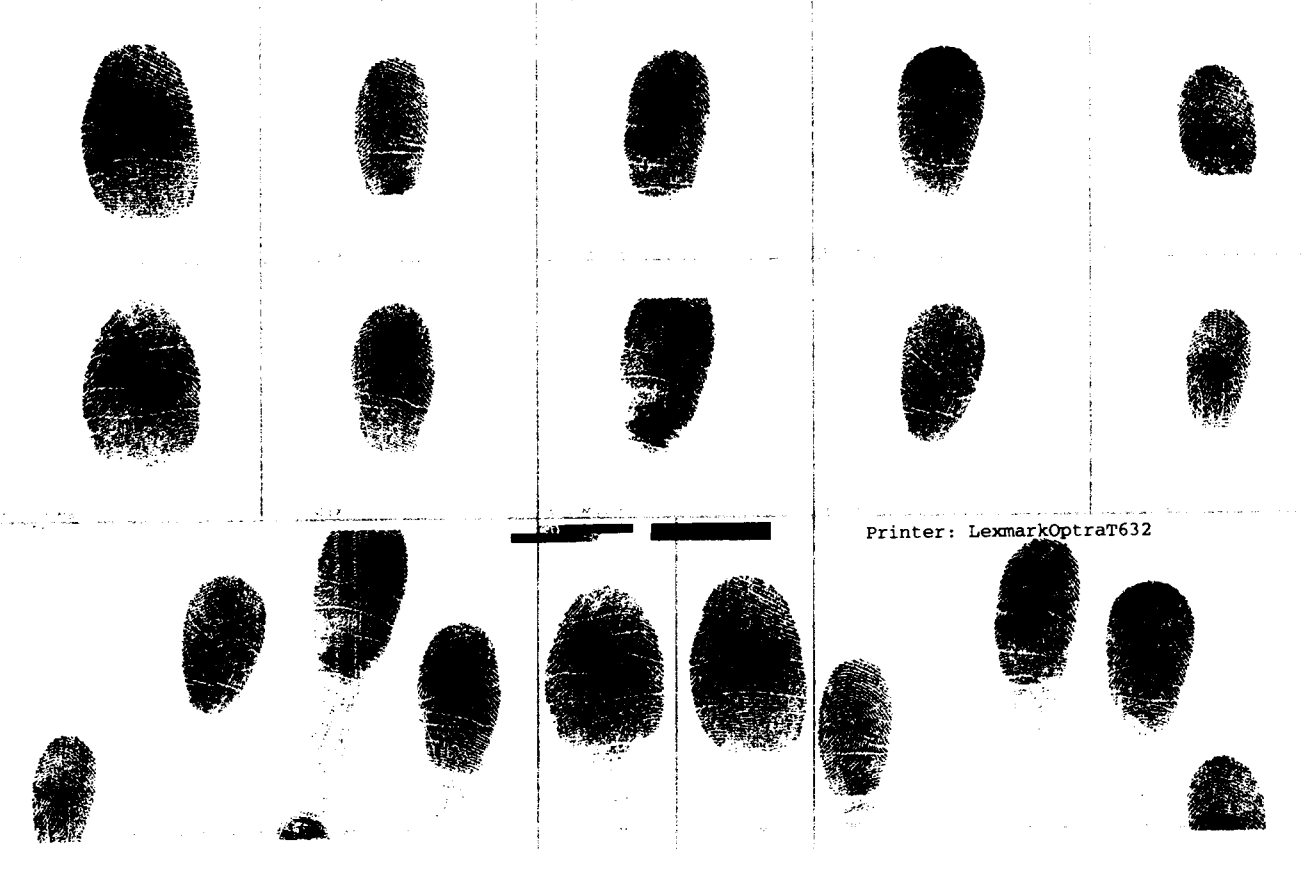
3-20 8-3 LICENSE MASSAGE THERAPIST

BYNUM, HOLLY ELISE

04-24-1990

US

F W 502 110 GRN BRO TX



Printer: LexmarkOptraT632

PlushCare

(P) (800) 221-5140 | (F) 14152315332
info@plushcare.com

October 25, 2023

Re: Holly Bynum

To Whom it May Concern:

The above patient was seen today via telemedicine. She has no medical problems and suffers no illnesses that have any implication for public health. She will provide a negative blood analysis for tuberculosis. Details of their condition are confidential, but if you have any questions or concerns, please feel free to contact us.

Sincerely,

Dr. Thanh Uyen Le, MD
PlushCare Physician

Bancroft School of Massage Therapy

333 Shrewsbury Street
Worcester, Massachusetts

This Certifies That

Holly Bynum

has satisfactorily completed the certification course of training in the Professional Massage Therapy Program at this School and through faithfulness and ability has secured the confidence and respect of the officers of this institution and is therefore entitled to this



Diploma

Given this 19th day of June, 2015

Steven J. Tankarow

President

BYNUM HOLLY ELISE

License Type: Massage Therapist

620 MAIN ST.
EAST GREENWICH, RI 02818

Provider Details

- Gender: Female
- License Information
 - License No: MT02224
 - Date Issued: 07/17/2015
 - Expiration Date: 06/30/2024
- School Information:
 - Bancroft School of Massage
 - Location: WORCESTER, MA, UNITED STATES
 - Year Graduated: 2015
 - Examination: MBLEx

No Disciplinary Actions



Memorandum

DATE: November 1, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Class B-Victualler Liquor License for The Board Room, LLC d/b/a “The Board Room”, for the November 7th Town Council Meeting

BACKGROUND:

Consider, discuss and act upon the approval of a new Class B-Victualler Liquor License for the Board Room, LLC, d/b/a “The Board Room”, located at 95 Douglas Pike, with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations and local ordinances.

TOWN REVENUE:

Fee for a Class B-Victualler Limited Liquor License is \$600.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Copy of Notice to abutters
TIP Card
Retail Sales Permit
Menu
Certificate of Good Standing
Parking Diagram

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Class B-Victualler Liquor License for The Board Room, LLC d/b/a “The Board Room”, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health and a diagram/plan for parking.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE \$600.00

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: 8/23/2023

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

License Application Status: NEW

RENEWAL

TRANSFER

Name of Applicant: Domenic Grieco

Date of Birth: 3/11/1976

Resident Address: 17 Christopher Drive
Lincoln, RI 02865

Business Address: 95 Douglas Pike
Smithfield, RI 02917

Map: 40/41
Lot: 249/442/1

Corporation Name: The Board Room, LLC

Resident Telephone: 401-439-7400

Business Telephone: 401-330-2188


Operating Under Trade Name of: The Board Room

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

Describe Operation of Business: Cigar Bar + Lounge

Required to fill requested
Hours of Operation:

m-S 10AM - 10PM

Signature of Applicant: 

Title: X Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Christine Picard

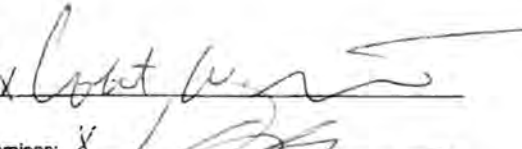
Address: 85 Douglas Pike Smithfield RI 02917 Telephone: 401-330-2188

Name:


Address:

Telephone:

Police Chief: X 

Fire Chief: X 

Building Official: X

Owner of Premises: X 

RI Dept. of Health: _____

At a meeting of the Smithfield Town Council, held on

11/7/23

the above stated application was

() Approved

() Denied

License#

59

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: 8/23/2023

1. NAME OF CANDIDATE: (PRINT)

Grieco Domenic Ralph
 LAST FIRST MIDDLE

MAIDEN NAME

31/1/1976

2. DATE OF BIRTH

7 Christopher Drive Lincoln, RI

4. CURRENT ADDRESS

Cigar Bar / Lounge

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

Providence, RI

3. PLACE OF BIRTH

The Beard Room, LLC

5. NAME OF BUSINESS

95 Douglas Pike

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-330-2138

9. BUSINESS PHONE

N/A

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>08/2013</u>	<u>Present</u>	<u>7 Christopher Drive</u>	<u>Lincoln, RI</u>
<u>31/1/1976</u>	<u>08/2013</u>	<u>5 Barwaine Drive</u>	<u>Lincoln, RI</u>

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

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

13. List below two (2) character references

- | | | |
|----------------------------|--|---------------------|
| 1. <u>Stephen Medeiros</u> | <u>71 Cameron Way Rehoboth, MA 02769</u> | <u>774-930-0529</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Joseph Tutsch</u> | <u>490 Winthrop St. Dighton MA 02780</u> | <u>508-509-0098</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: [Signature]

Witness: [Signature]

November 2, 2023

NOTICE OF CONTINUANCE

TOWN OF SMITHFIELD
INTOXICATING BEVERAGE LICENSE

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

CLASS B-VICTUALLER BEVERAGE LICENSE

The Board Room, LLC d/b/a “The Board Room”, 95 Douglas Pike, in the Town of Smithfield.

The above named application will be in order for a continuance of a hearing of the Town Council on November 7, 2023 at 7:00 p.m., Smithfield Town Hall, Council Chambers, 64 Farnum Pike, Smithfield, at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager’s Office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

By order of the Town Council: Lyn Antonuccio, MPA, CMC, Town Clerk

TIPS[®]

CERTIFIED
eTIPS On Premise 3.0.9 Rhode Island

Issued: 5/27/2021

Expires: 5/27/2024

ID#: 5478296

Charles M Pinto

Blah

Blah

9 Washakie Ave

North Providence, RI 02911-3532

For service visit us online at www.gettips.com



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

THE BOARD ROOM, LLC THE BOARD ROOM
 PO BOX 91012
 JOHNSTON, RI 02919-0851

State of Rhode Island
 DIVISION OF TAXATION

RETAIL SALES PERMIT
 Valid From: 07/01/2023 to 06/30/2024



ID: 2-5278-1417

ISSUED TO:
 THE BOARD ROOM, LLC THE BOARD ROOM
 95 DOUGLAS PIKE
 SMITHFIELD, RI 02917

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.

DATE ISSUED: 09/26/2023

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR

The Boardroom Cigar

Snacks:

Hummus with Pita and Vegetables – Chickpea hummus, served with fresh pita bread and pickled seasonal vegetables.

Cheese board – Selection of 4 cheeses with crackers

Meat & Cheese board – variety of meats and cheeses served with crackers, bread, and other accoutrements.

Tortilla Chips – with mild salsa

Potato Chips – served with house onion dip.

Chocolate covered Pretzels.

Chocolate covered peanuts.

Chocolate covered Raisins.

Trail mix

Assorted nuts

Sandwiches: served with bag of chips

Chipotle Turkey Panini – smoked turkey, provolone cheese, lettuce, tomato, and chipotle aioli

Italian Grinder – genoa salami, mortadella, Imported ham, provolone cheese, hot peppers, lettuce, tomato, and pickle.

Corned Beef – Corned beef, Swiss cheese, sauerkraut & 1000 Island.

Roast Beef – Roast Beef, Swiss cheese, lettuce & tomato

Chicken Salad – house made chicken salad, lettuce & tomato.

Tuna Salad – house made Tuna, lettuce & tomato.

Caprese – Fresh tomato & Mozzarella



State of Rhode Island
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800



Notice ID: 10015986727
Case ID: 21004841
Taxpayer ID: 933413193

LIQUOR LICENSE CERTIFICATE OF GOOD STANDING

For the purpose of:

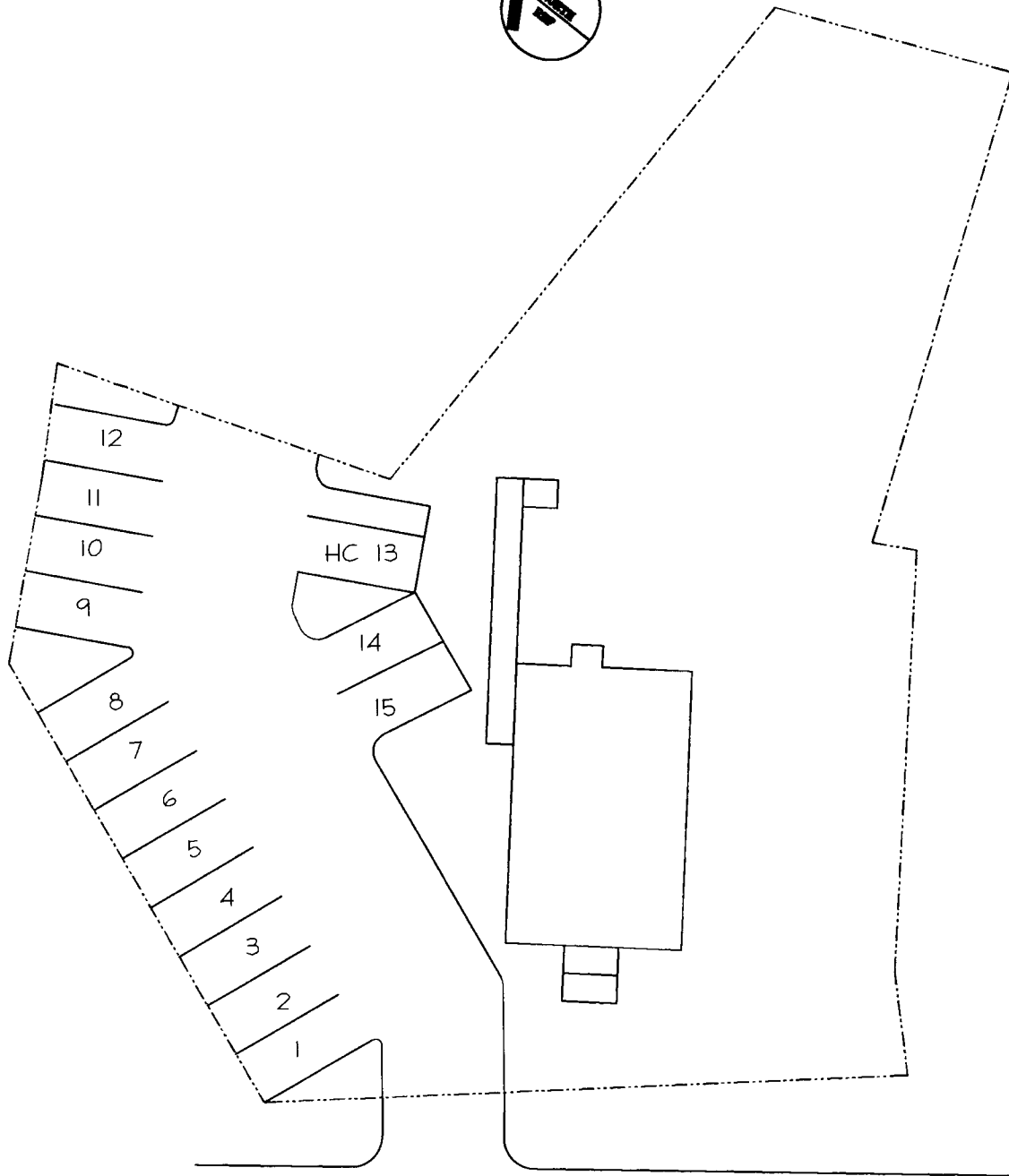
NEW LIQUOR LICENSE

It appears from our records that **THE BOARD ROOM, LLC**, located at **95 DOUGLAS PIKE** and operating under Rhode Island sales tax permit number **93-3413193**, has filed all the required returns due for this Certificate of Good Standing and paid all known tax liabilities as of this date. **THE BOARD ROOM, LLC** is in good standing with the Rhode Island Division of Taxation (Division) as of **09/25/2023**. This Certificate of Good Standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Certificate of Good Standing does not cover any violation of Chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet been issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

NEENA S. SAVAGE
TAX ADMINISTRATOR

IAN BEAUREGARD, Supervising Revenue Officer
Compliance and Collections



DOUGLAS

PIKE



Town of Smithfield

MEMO

October 19, 2023

TO: Honorable Town Council
DEPT:

A handwritten signature in black ink, appearing to read "J. Kevin McNelis", is written over the "DEPT:" field.

FROM: J. Kevin McNelis, Chairman, Smithfield Sewer Authority
DEPT:

SUBJECT: Sewer Authority Consulting Services for Engineering Plan Review, Construction Inspection and On Call Engineering Services - 1-Year Contract Extension #2 Recommendation

Honorable Town Council;

At the October 18, 2023 meeting of the Sewer Authority a unanimous vote was approved to recommend authorization for the Town Council to extend the subject contract services with Camp, Dresser, McKee-Smith for a second, one-year term.

Please see the attached contract information and Master Service Agreement that allows for three separate, one-year contract extensions with the Sewer Authority's consulting engineer.

Moved: *The Smithfield Town Council hereby authorizes the Town Manager to execute a second, one-year contract extension for Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services between CDM-Smith and the Town of Smithfield. Said contract extension will be in agreement with the terms and conditions provided by the Master Service Agreement executed on 10//2019.*

Enclosures: Draft Master Service Agreement – Amendment #2
09/27/2023 Town Engineer Memo to SSA

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., SSA Legal Counsel
Kevin Cleary, PE, Town Engineer
Brendan Ennis, PE, CDM-Smith



Town of Smithfield

MEMO

September 27, 2023

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

Sewer Authority - 10-18-2023
Motion - Louis Catarina
Second - Ernest Powers
Vote - 4-0

SUBJECT: Sewer Authority Consulting Services for Engineering Plan Review, Construction Inspection and On Call Engineering Services - 1-year Extension #2 of Master Service Agreement

Dear Sewer Authority;

In October, 2019 a 3-year contract with Camp, Dresser, McKee-Smith (CDM) for the subject services was entered, whereby CDM and the Town executed a Master Service Agreement (MSA) for Sewer Authority related professional engineering services. The term of the service agreement expired in October, 2022 (copy of the Town Council Authorization & MSA enclosed) and the option to issue, three, 1-year extensions are permissible, pending authorization from the Sewer Authority and Town Council.

Enclosed please find draft Service Agreement Amendment #2 for the Sewer Authority's consideration of a second, 1-year contract extension. None of the terms of the conditions of the MSA have been changed with the exception of the additional second year to the service agreement.

Moved: *The Smithfield Sewer Authority recommends authorization of the Master Service Agreement 1-year service amendment #2 for Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services to CDM-Smith.*

Enclosure: Draft Master Service Agreement – Amendment #2
06/07/2023 MSA – Amendment #1
10/17/2019 CDM-Smith Master Service Agreement

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Schott, PE, CDM-Smith

AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Amendment No: 2 is made and entered into this day of , 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the Town of Smithfield, Rhode Island ("OWNER") dated October 17, 2019, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the the services as outlined in the Master Services Agreement, including plan review, construction inspection, testing, and engineering services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

N/A

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

N/A

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Article 2 - Times for Rendering Services in the Master Services Agreement has been extended for one (1) year, effective from October 17, 2023 through October 17, 2024.

4. The payment for services rendered by ENGINEER shall be as set forth below:

N/A

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

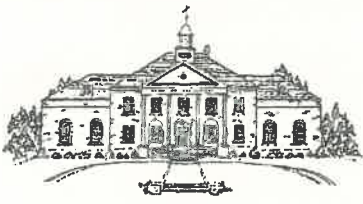
IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

Brendan Ennis, P.E.
Client Service Leader
CDM Smith

DATE:
September 25, 2023

Randy R. Rossi
Town Manager
Town of Smithfield

DATE:



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis M. Catarina, Secretary

Anthony E. Ciacciarelli, Member

June 7, 2023

Mr. Brendan Ennis, PE
Senior Project Manager
CDM, Smith
3 Davol Square, Building A, Suite A-425
Providence, RI 02903

**RE: Sewer Authority
Master Service Agreement 2019-2022 Amendment #1- Signed**

Dear Mr. Ennis:

Enclosed is the signed original Amendment to the 2019-2022 Master Services Agreement for the Smithfield Sewer Authority Plan Review, Construction Inspection and On-Call Engineering Services.

Please contact this office at your convenience if you need any further information.

Sincerely,

Kathleen Connolly
Kathleen Connolly
Engineering/Sewer Secretary

enc: MSA 2019-2022 Amendment #1, Signed

cc: Kevin Schott, PE, CDM Smith
Smithfield Sewer Authority

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 1 is made and entered into this 7th day of June, 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the Town of Smithfield, Rhode Island ("OWNER") dated October 17, 2019, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the the services as outlined in the Master Services Agreement, including plan review, construction inspection, testing, and engineering services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

N/A

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

N/A

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Article 2 - Times for Rendering Services in the Master Services Agreement has been extended for one (1) year, effective from October 17, 2022 through October 17, 2023.

4. The payment for services rendered by ENGINEER shall be as set forth below:

N/A

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

Brendan Ennis, P.E.
Client Service Leader
CDM Smith, Inc.
ENGINEER

DATE: May 8, 2023



OWNER

DATE: ~~May~~ JUNE 7, 2023

**MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of October , 2019 between The Town of Smithfield, Rhode Island ("OWNER") and CDM Smith Inc. ("ENGINEER").

ENGINEER's Services will be performed pursuant to individual Task Orders issued by OWNER and agreed to by ENGINEER. Such Task Orders will contain the specific scope of work ("Services"), the time schedule, charges and payment conditions, and additional terms and conditions that are applicable to such Task Orders. An example Task Order is attached hereto.

Execution of a Task Order by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in the Task Order. This Agreement will become effective on the date first above written.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order and the modification shall be precisely described.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in individual Task Orders (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The period of service of this Agreement shall be three (3) years from date of execution of this Agreement, subject to the conditions specified in Article 5.5 of this Agreement. In addition, OWNER has the option to extend the agreement for three (3), one (1) year terms.
- 2.2 The specific time period for the performance of ENGINEER's Services will be set forth in individual Task Orders.
- 2.3 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.5 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services under a Task Order are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance has been revised.

ARTICLE 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the project described in each Task Order, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Furnish to ENGINEER all existing studies, reports and other available data and services of others pertinent to the Task Order, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER’s services for a Task Order, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER’s services under a Task Order subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement.
- 3.6 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under a Task Order.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Task Order and such approvals and consents from others as may be necessary for completion of the Task Order.
- 3.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER’s Services or any relevant, material defect or conformance in ENGINEER’s Services or in the work of any Contractor employed by Owner on the Project.
- 3.9 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in each Task Order. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in each Task Order. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer’s services or compensation under this Agreement, then

Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.

- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable within 30 days of receipt.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means,

methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- 5.4.5. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.4.6. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.4.7. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8. Engineer's services do not include providing legal advice or representation.
- 5.4.9. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations

5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no

representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.6.4 Owner may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of Rhode Island.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of the insurance required under Article 5.15 below.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

OWNER has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern, as defined in Article 6, located at or near the Site, including type, quantity, and location. OWNER represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to ENGINEER, exist at the Site.

If ENGINEER encounters an undisclosed Constituent of Concern, then ENGINEER shall notify (1) OWNER and (2) appropriate governmental officials if ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property. With OWNER named certificate holder in the title holder box on each Certificate of Insurance, the ENGINEER, at its expense, shall maintain the following insurance types and coverages, in the amounts stated, in full force and effect for the duration of this Agreement:

- General liability insurance in the amount of two million dollars (\$2,000,000) for each occurrence.
- RI Worker's Compensation and Employee's Liability Insurance in the amount of one million dollars (\$1,000,000) for each accident.
- Professional Liability Insurance, including Errors and Omissions, in the amount of two million dollars (\$2,000,000).

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the

reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design services, then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Change Orders

5.24.1 Any work not contained in a Task Order shall be a change, and shall be performed by ENGINEER only pursuant to a written Change Order to this Agreement signed by OWNER and ENGINEER. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the Work, or of the time required for the performance of the Work, ENGINEER shall be paid additional compensation acceptable to both parties in accordance with Exhibit B or granted an extension of the schedule, or both.

5.24.2 In the event OWNER requests ENGINEER to develop information necessary for the consideration of a change in the project, and such a change is not adopted, OWNER shall reimburse ENGINEER for the costs which it incurs in connection with such efforts.

5.25 Construction Contractor's Means and Methods

ENGINEER shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

5.26 Reporting Regulated Conditions

To the extent required by law, OWNER shall promptly report regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate public authorities in accordance with applicable law.

5.27 Indemnification

OWNER recognizes that any Task Order executed by ENGINEER involving Constituents of Concern, as defined in Article 6, involves legal exposure and higher risk than ENGINEER's usual engineering services.

OWNER also recognizes that ENGINEER's services are to be compensated primarily on the basis of the time ENGINEER's personnel spend in rendering services and not on basis of the exposure and risk of the work.

Therefore, OWNER and ENGINEER agree as follows:

Notwithstanding any other provision in this Agreement to the contrary, for Task Orders involving or relating to Constituents of Concern, OWNER shall indemnify, defend, and hold harmless the ENGINEER and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER arising from the work of others, related to Constituents of Concern, as defined in Article 6.

The above indemnification provision extends to claims against ENGINEER and to damages which arise out of, are related to, or are based upon the dispersal, discharge, escape, release, threatened release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, asbestos, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

Nothing in this Article 5 shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own finally determined negligence or willful misconduct.

5.28 Status of ENGINEER

Nothing contained in this Agreement shall be construed or interpreted as requiring ENGINEER, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter or disposal facility as those terms appear within the Resource Conservation Recovery Act, 42USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

5.29 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, (“CERCLA”) [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.3 Construction Cost - ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project,

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding, and/or Construction Phase Services.

including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.1.5 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.6 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.7 ENGINEER's Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Project

The total undertaking as described in each Task Order.

6.1.9 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B.

6.1.10 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.11 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (2013 Edition) of the Engineers Joint Contract Documents Committee.

6.1.12 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.1.13 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding, and/or Construction Phase Services.

performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A: Proposal Section 1 - Project Approach

Exhibit B: Proposal Blank, Fee Section and Certificates of Insurance

This Agreement (consisting of Pages 1 to 13 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

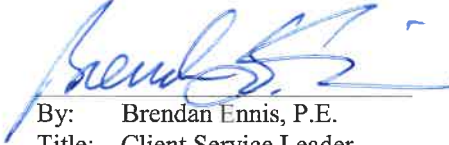
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:



By: Randy Rossi
Title: Town Manager

ENGINEER:



By: Brendan Ennis, P.E.
Title: Client Service Leader

Address for giving notices:
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917

Address for giving notices:
CDM Smith
260 West Exchange Street, Suite 300
Providence, RI 02903

EXHIBIT A TO MSA AGREEMENT

Section 1 Project Approach



CDM Smith will continue to leverage our extensive experience and close working relationship with the Town of Smithfield to provide Plan Review, Construction Inspection, and On-Call Engineering Services that are prudently planned and properly executed. Our project approach includes four major components consistent with the Request for Qualifications (RFQ), which are described below.



Plan Review

The first component of the project approach includes detailed review of sewer design drawings and specifications submitted by applicants for various projects. These reviews will be led by our Providence-based engineering team. Should more specialized expertise be required, we will use our multidisciplinary staff based in our Boston office, which includes proficiency in site design, geotechnical engineering, permitting, mechanical equipment, structural engineering, electrical engineering, instrumentation and controls, operations, and other disciplines.



CDM Smith engineers will review each design plan to ensure compliance with Town standards.

CDM Smith will review each design project (plans, specifications, calculations, and supporting information) for compliance with the following:

- Smithfield Sewer Ordinance Section 294 with addendums and appendices
- Smithfield Sewer Authority Rules & Regulations Section A-361 of the Smithfield Code
- Coordination will be made the with Wastewater Treatment Facility Operator to ensure project permit application compliance with the Industrial Pre-treatment Program, if applicable
- Smithfield Sewer Authority standards, and conformance with good engineering practice

Our design reviews will generally include:

- Check for conformance with applicable town and state rules and regulations including:
 - Check for conformance with the Town's wastewater facilities plan and Capital Improvements Plan
 - Check of calculations, such as for development of design flows and hydraulic analysis
 - Check of project impacts on surrounding infrastructure and potential system expansion

Consistent with the current plan review program, CDM Smith anticipates that applicants will provide multiple copies of design documents to the Sewer Authority, which will then be forwarded to CDM Smith to initiate the review process. CDM Smith will notify the Town of the estimated review fee, which the Town will collect from the applicant. CDM Smith will then proceed with the review. Work may include meetings with the project owner or designer to clarify design requirements and intent, and also with Town officials to discuss relevant technical issues and potential impacts. Upon completion of our design review, CDM Smith will provide to the Town two sets of marked-up plans clearly stamped with their review status, plus a summary memorandum including all review comments. Subsequent reviews may be required to ensure that the design documents are acceptable.

Construction Inspection

Consistent construction inspection is critical to ensure that a project is constructed in accordance with the approved plans. The involvement of an experienced on-site resident inspector early in the process and throughout the project can help to identify issues that may adversely impact construction, plus ward off potential issues that can lead to unnecessary project delays, costs, or unwanted finished conditions. CDM Smith will provide experienced personnel for each project. Our resident inspectors are qualified professionals in construction oversight of utility installation, treatment facility modifications, pump station construction, and related work such as trenching, backfilling, pavement restoration, soil erosion and control measures, and other site work. These are full-time CDM Smith employees with experience in



Construction inspection is vital to ensure the project is constructed in accordance with the approved plans and with industry standards.

field inspection, and many of the staff are graduate engineers. For each project, our site representative will witness critical construction activities. These include trenching, pipe and manhole installation, backfilling, soil compaction, testing, paving, and other work elements that are fundamental to a successful project. The inspector must be able to clarify issues during construction, potentially working with the project designer and the Town to address changes and other issues in the field. The inspector will be the Town's eyes and ears to ensure that the work proceeds in accordance with the approved design documents, and Smithfield Sewer Authority Standards.

Depending on specific project requirements, the duties of CDM Smith's inspection staff may include the following:

- Observing ongoing construction activities and maintaining a daily log book, including contractor staffing, progress, weather, significant events, and other related items
- Preparing and submitting a weekly field report to the Town
- Identifying and notifying the contractor of work which does not comply with the project specifications or drawings, and notifying Smithfield of any issues which continue unresolved
- Providing regular communication, including meetings with the Town Engineer and Public Works Director regarding project status
- Observing acceptance testing, recording data, and providing results to the Town
- Maintaining construction records in an orderly manner
- Preparation of lateral service location cards as provided by the Sewer Authority
- Periodic meetings with the project applicants during construction
- Upon successful project completion, preparation and submittal to the Town of a summary memorandum noting the status of the project, and confirming that work observed was constructed in accordance with approved plans and Sewer Authority standards

Construction inspection personnel will be available for inspections with a minimum 36-hour notice as requested in the RFQ. CDM Smith will coordinate closely with the Town and project applicants to determine whether long-term, full-time inspection is warranted, or if periodic site visits are sufficient based on the nature of the project.

Invoicing for inspection services will be consistent and as requested in the RFQ

Testing

In conjunction with construction inspection, CDM Smith will also witness all testing operations performed by construction contractors and subcontractors.

The types of testing to be witnessed may include the following:

- Low pressure air testing of new gravity sewer pipelines
- Hydrostatic testing of pressure pipelines
- Deflection testing (i.e., with mandrel device) of new gravity sewer pipelines
- Vacuum testing of new gravity sewer manholes
- Television inspection of new or active sewer pipelines
- Joint testing of new or active sewer pipelines
- Operations testing of pump stations and related equipment



Proper installation and testing will ensure that constructed facilities perform as intended



New SMH vacuum testing

CDM Smith provided the Town with professional engineering services during the preparation of the Request for Proposals (RFP), the procurement process, the proposal review process, and support services during the contract negotiations and award process, for the Operations and Maintenance (O&M) Contract Services for the Town's Wastewater Treatment Facility (WWTF), Pumping Stations, and Collection System RFP.



Where testing is performed by the construction contractor, CDM Smith will record all procedures and results, and provide summary documentation to the Town upon completion. Should outside consultants or specialty subcontractors be utilized by the contractor for testing services, we will include any documentation provided by these organizations in our submission to the Town. Should any portion of the testing fail or be otherwise unacceptable, CDM Smith will coordinate with the Town and the construction contractor to develop suggested corrective actions to be performed in advance of retesting. We will issue a summary memorandum upon successful completion of all required testing procedures.

Engineering Services

Should the Town require additional engineering services beyond those noted above, CDM Smith is prepared to provide comprehensive support to assist in the long term operation, maintenance, and improvement of the sewer collection and treatment facilities. From conceptual design, to field testing and operational analysis, to preparation of detailed construction documents and bidding services, CDM Smith will assist with our Providence-based engineering team, with support from our multi-disciplinary staff in our Boston office when required.



Camp Street Pump Station

The following is a partial list of the types of services CDM Smith is prepared to provide the Town:

- Review of plans, specifications, calculations, and other design documents
- Evaluation of pump station operations and recommendations for improvements
- Preparation and/or review of correspondence or other documentation (i.e., letters, submittals, regulatory agency programs, etc.)
- Review of regulatory agency correspondence regarding impacts to the Town's collection and treatment facilities
- Meetings with project owners, Sewer Authority, Town personnel, regulatory agency representatives, and others as may be requested by the Town
- Preparation of schematic sewer plans and preliminary estimates of project costs
- Detailed design for collection system rehabilitation or expansion, pump station improvements, and treatment plant modifications



Exterior resistivity testing

- Preparation of plans and specifications suitable for bidding of construction project
- Support for treatment facility operations and improvements, including managed asset registry review
- Collection system flow studies
- Cost Estimating
- Preparation and submission of state funding applications and support throughout project execution
- Management of public bidding for construction projects including advertisement, bid opening, and bidder evaluations through contract award
- Construction administration, including shop drawing review, checking and submission of payment requisitions, preparation of project correspondence, and maintenance of project files
- Support for regulatory compliance for capacity management operations and maintenance (CMOM) as currently being enforced by the Environmental Protection Agency (EPA)
- Technical support for wastewater treatment plant operations and regulatory support including National Pollutant Discharge Elimination System (NPDES) permit negotiations

As demonstrated in Sections 2 and 3 of this submittal, we have the history, broad experience, and knowledgeable staff to support the Town of Smithfield and the Sewer Authority through any wastewater projects that may arise throughout the duration of this contract. Working closely with the Town, CDM Smith is committed to supporting the Town's goals in the operation of its collection and treatment facilities for the protection of public health for the residents of Smithfield.

Since 2005, the Town has relied on CDM Smith to provide professional engineering services for a range of consulting engineering activities. Currently, we are providing services under the *Sewer Plan Review, Construction Inspection and On-Call Engineering Services program* which has included the following:

- **Review and Construction Inspection Engineering Services FY 2005-2019:** CDM Smith provides design drawing and specification review services, and construction oversight to ensure compliance with the Smithfield Sewer Authority's design and construction standards. CDM Smith coordinates with project owners and Town officials to clarify design requirements and content, to discuss relevant technical issues, and provides project representatives for construction inspection

and oversight to ensure that sewer projects are constructed in accordance with the approved plans and Smithfield Sewer Authority standards. In addition to design review and construction monitoring, CDM Smith performs acceptance test witnessing, evaluation and final inspection activities.

- **Design Review/Inspection Projects:** We have provided sewer design review and inspection services for a number of projects for the Town, including but not limited to, Bryant University—multiple development and expansion projects and infrastructure upgrades throughout the entire campus. Major developments including but not limited to the Residences at Limerock, Oaks at Harris, Dean Estates and Stillwater Place Condominiums.

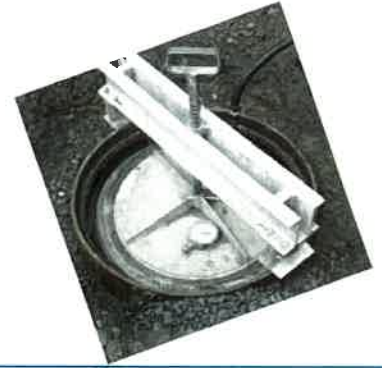
- **Engineering Evaluation and Specialized Technical Services:** CDM Smith has provided sewer system engineering analysis and evaluation and specialized technical services for a host of project for the Town. Work has included review of industrial developments and expansions, infrastructure upgrades, hydraulic model updates and evaluations, and regulatory review and permitting. This work resulted in the development of reports that aided the Town in evaluating system wide sewer improvements and expansion with respect to sound engineering and financial practices. The following is a list of recent notable services:
 - Route 44 Longhouse Bridge No. 155 Sewer Main Evaluation
 - Alexion Expansion – Industrial Pretreatment Permit (IPP) Modification
 - Stillwater Interceptor Hydraulic Model Evaluation
 - Reassessment of the Industrial Pretreatment Program Local Limits – Development of Maximum Headworks Loading (MAHL) for Priority Pollutants tributary to the Smithfield WWTP
 - Permitting Assistance – Temporary Stream Crossing for Interceptor Cleaning

- **Sewer System Evaluation Study (SSES) Program:** CDM Smith developed a comprehensive SSES program for the Town coordinated with the Town's wastewater collection system operator (Veolia Water). The work has included developing and implementing a comprehensive Town-wide flow metering program to identify and quantify infiltration and inflow (I/I) within the sewer collection system; developing a report that provided detailed recommendations for follow-up investigations and monitoring programs to target specific sources of I/I and identified collection system operation and maintenance (O&M) improvements; provided design, bidding, and procurement services for various collection system testing/monitoring programs including a Town-wide smoke testing program; and, oversight of field activities, data compilation and analysis, and report preparation associated with the programs

- **Sewer Repairs:** CDM Smith developed contract documents for bidding of both open-cut and trenchless sewer repairs as part of the test and control basin program. CDM Smith reviewed bid packages and design submittals to ensure conformance with the contract documents, and provided construction oversight of the field activities.
- **Stormwater Management Model:** CDM Smith developed a state-of-the-art Stormwater Management Model (SWMM) that dynamically simulates both sewer flows and groundwater. The model continues to be used to evaluate system capacity and performance under varying conditions, and as a planning tool to develop cost-effective sewer system improvement projects.
- **Managed Asset Registry Review:** We recently conducted a review of the Managed Asset Registry for the Town to ensure compliance with the requirements of the service agreement between Veolia Water North America (wastewater operator) and the Town.
- **RFP Development and Procurement Services for the Wastewater Operations and Maintenance (O&M) Contract:** CDM Smith assisted the Town in the development of bidding documents, along with bidding and procurement services for a new Wastewater O&M vendor to operate and maintain the Town's Wastewater Treatment Facility (WWTF), wastewater Pumping Stations and wastewater Collection System for the next decade. This work was completed on a fast-track schedule

EXHIBIT B TO MSA AGREEMENT

Fee Schedule



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



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

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

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

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

120

TOWN OF SMITHFIELD

State of Rhode Island

STATEMENT BLANK

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

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

Federal ID# or Social Security #:	Federal Tax ID # 04-247-3650
Signature:	
Title of Person Signing:	Brendan F. Ennis, PE, Client Service Leader
Firm Name:	CDM Smith Inc.
Address:	260 West Exchange Street, Suite 300, Providence, RI 02903
Phone #	401-457-0339 (Email: ennisbf@cdmsmith.com)
Delivery Date:	Friday, March 22, 2019 at 10:00 AM
Name of Insurance Company:	Various (see Proof of Insurance form in Appendix A)

* The Town of Smithfield shall be invoiced monthly based on actual raw labor rates, plus employee benefits (39%), and plus overhead and profit (125%). 120% per attached email

From: Ennis, Brendan F.
Sent: Friday, June 14, 2019 7:16 AM
To: Kevin Cleary
Cc: Schott, Kevin; sylvester552
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Kevin,

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

Thank you,
Brendan

From: Kevin Cleary <kcleary@smithfieldri.com>
Sent: Thursday, June 13, 2019 3:00 PM
To: Ennis, Brendan F. <ennisbf@cdmsmith.com>
Cc: Schott, Kevin <SchottKW@cdmsmith.com>; sylvester552 <sylvester552@verizon.net>
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,

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

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

From: Kevin Cleary
Sent: Thursday, June 13, 2019 12:05 PM
To: 'Ennis, Brendan F.'
Cc: ""\Schott, Kevin\""; 'sylvester552'
Subject: RE: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,

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

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

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

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

From: Kevin Cleary
Sent: Wednesday, June 12, 2019 9:47 AM
To: 'Ennis, Brendan F.'
Cc: "\"Schott, Kevin\""; 'sylvester552'
Subject: Sewer Authority Plan Review, Inspection and On-Call Services

Hi Brendan,

The Selection Committee is interested in CDM's qualification statement and as such would like to review the hourly rate fee structure included in the separate sealed envelope at the time of the statement submission.

Accordingly, the Mike and I would also like to take the opportunity to request additional services to be included. Other consultants that submitted qualifications indicate the submission of electronic reporting during project reporting. Is this something that CDM can offer to Smithfield within the limits of your qualifications for our consideration?

We will be requesting the fee structure envelope later today.

Thank you for your consideration.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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;

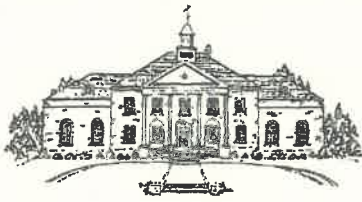
whichever is less.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

Anthony E. Ciacciarelli, Member

October 18, 2023

MEMORANDUM

TO: Smithfield Town Council

FROM:


J. Kevin McNelis, Chairman – Sewer Authority

**RE: Wastewater Treatment Facility & Collection System
2013 Operations & Maintenance Contract
Recommendation for Short Term Contract Renewal**

Honorable Town Council,

A request for proposals the 2023-2033+ Operation & Maintenance services at the Smithfield WWTF in January. The proposal, service agreement and appendices are all still being reviewed by the Selection Committee and Town's legal counsel. The existing 2013 contract with Veolia Water expired on 5/13/2013 and a short term renewal was extended by the Town Council which has since expired.

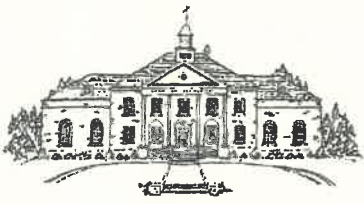
As such, Veolia Water has presented the Town with a second Short Term Renewal Agreement for the existing 2013 service agreement. No changes in scope of services or fees are proposed under the agreement and extends the service period out to 12/31/2023, pending an anticipated service agreement negotiation for a new contract recommendation from the Sewer Authority.

The Sewer Authority has voted favorably upon the matter at a recent meeting and recommends the Council's consideration on the requested for a second contract extension.

Moved: *The Smithfield Town Council hereby authorizes a second short-term contract renewal agreement until December 31, 2023, as proposed with Veolia Water, NA for operation & maintenance services at the wastewater treatment facilities.*

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

Enclosures: 10/2/2023 Veolia Water Short Term Contract Renewal Agreement #2



Town of Smithfield

Smithfield Sewer Authority

64 Farnum Pike • Smithfield, Rhode Island 02917
(401) 233-1041 – Fax (401) 233-1091

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Catarina, Secretary

Anthony E. Ciacciarelli, Member

October 6, 2023

MEMORANDUM

TO: Smithfield Sewer Authority

FROM:


Kevin Cleary, PE, LSIT, Town Engineer

**RE: Wastewater Treatment Facility & Collection System
2013 Operations & Maintenance Contract
Recommendation for Short Term Contract Renewal #2**

Sewer Authority - 10-18-2023

Motion - Louis Catarina

Second - Ernest Powers

Vote - 4-0

Honorable Authority,

As you are aware the Sewer Authority Selection Committee advertised a request for proposals the 2023-2033+ Operation & Maintenance services at the Smithfield WWTF in January. The proposal and service agreement are still being negotiated and the existing 2013 short term contract renewal #1 with Veolia Water has recently expired.

As such, Veolia Water has presented the Town with a second Short Term Renewal Agreement for the existing 2013 service agreement. No changes in scope of services or fees are proposed under the agreement and extends the service period out to 12/31/2023, pending negotiations of the bid proposal, service agreement, appendices and a contract recommendation from the Selection Committee.

At this time I request the Sewer Authority's recommendation to the Town Council to authorize a second short term contract extension.

***Moved:** The Smithfield Sewer Authority hereby recommends to the Smithfield Town Council to authorize a short-term contract renewal until December 31, 2023, as proposed with Veolia Water, NA for operation & maintenance services at the wastewater treatment facilities.*

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., Town Solicitor
Kevin Schott, PE, CDM-Smith
John Oatley, VP of Operations Northeast, Veolia Water

Enclosures: 10/2/2023 Veolia Water Short Term Contract Renewal Agreement



RECEIVED

OCT 02 2023

TOWN OF SMITHFIELD, RI
SEWER AUTHORITY

_____, 2023

Kendra Morris
President
Veolia Water North America-Northeast, LLC
461 From Road, Suite 400
Paramus, New Jersey 07652

VIA E-MAIL

Mr. Carlos Santos
Procurement Agent
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917

Re: Short-Term Renewal of the Service Contract for Smithfield Sewer Authority, Wastewater Treatment Facilities Operations & Maintenance by and between the Town of Smithfield and Veolia Water North America-Northeast, LLC, dated May 13, 2013

Dear Mr. Santos:

As you are aware, the term of the above-referenced Service Contract will expire on September 30, 2023, and the Town and Veolia are in discussions for a new, replacement Service Contract. This letter agreement, when executed and delivered by both parties, shall memorialize a further short-term extension of the term of the existing Service Contract to allow the parties to finalize the details and prepare for the implementation of the new contract (the "New Service Contract").

As indicated, pursuant to the letter agreement dated June 7, 2023, the term of the current Service Contract is set to expire on September 30, 2023. The foregoing notwithstanding, the parties agree that the Service Contract shall continue in effect until the earlier of (i) December 31, 2023, or (ii) the commencement date under the New Service Contract. During the term as extended hereby, the terms and conditions of the Service Contract shall remain in full force and effect, except as modified herein.

We look forward to finalizing the New Service Contract and our continued collaboration. Kindly have this letter countersigned by an authorized agent of the Town in the space provided below to confirm the Town's agreement with the terms of this letter.

This letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

Veolia Water North America-Northeast, LLC

Either party may deliver an executed copy of this letter agreement by electronic means and such counterpart shall be deemed binding and effective for all purposes.

Very truly yours,

VEOLIA Water North America-Northeast, LLC

By: _____
Kendra Morris, President

Accepted and agreed this ____ day of _____, 2023

Town of Smithfield, Rhode Island

By: _____



TOWN OF SMITHFIELD SMITHFIELD
SMITHFIELD SCHOOL DEPARTMENT
PUBLIC SCHOOLS

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL
FROM: CARLOS SANTOS, PURCHASING AGENT
SUBJECT: REQUEST FOR APPROVAL OF GREEN ACRES LANDSCAPING & CONSTRUCTION (GALC) CHANGE ORDER #1 FOR LABOR & MATERIALS ASSOCIATED WITH INSTALLATION OF THE CONCRETE SLAB FOR THE GRANDSTAND AND INCLUDES; PCO #2, PCO #3, AND PCO #4.
DATE: OCTOBER 27, 2023
CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

BACKGROUND:

Green Acres Landscaping & Construction (GALC) notified RGB Architects, the owner project manager (OPM) on this project, that in order to install the concrete slab required for the grandstand at the Boyle Athletic Field Complex, a change order would be required.

Change Order #1, is for materials and labor for the on-grade concrete slab where the grandstand will be installed and includes PCO #2, PCO #3, and PCO #4 for the revised fencing, asphalt work, electrical scope credit and labor & equipment fee for work required to locate the existing water main. The cost to perform this work is one hundred sixteen thousand nine hundred forty-eight dollars and seventy-two cents (\$116,948.72). The OPM has reviewed Change Order # 1 and found that the amount is fair and reasonable for the work being performed.

The requested Change Order #1 for the amount of \$116,948.00 is subject to approval by the Boyle Athletic Committee at their November 2, 2023 meeting and the School Committee at their November 6, 2023 meeting,

FINANCIAL IMPACT:

Through the Boyle Athletic Field Project funds

ATTACHMENTS:

Copy of Change Order #1 and memo from RGB Architects.

MOVED:

That the Smithfield Town Council hereby authorizes the Boyle Building Committee and the Smithfield School Department to approve processing; PCO #2, PCO #3, and PCO #4 as part of Change Order #1 for the concrete slab required for the grandstand, to Green Acres Landscaping & Construction in an amount not to exceed one hundred sixteen thousand nine hundred forty-eight dollars and seventy-two cents (\$116,948.72). Subject to approval by the Boyle Athletic Committee at their November 2, 2023 Meeting and the School Committee at their November 6, 2023 meeting.



architecture
project management
interior design

October 26, 2023

Mr. Angelo Mencucci
Director of Building and Grounds
Smithfield Public Schools
49 Farnum Pike
Smithfield, RI 02917

**Re: Smithfield High School Boyle Athletic Field Complex Improvements
Green Acres Landscaping and Construction Company, Inc.
Change Order #1
RGB #6683-5**

Dear Mr. Mencucci:

As previously discussed, please find attached Change Order #1 from Green Acres Landscaping and Construction (GALC) for PCO #2, PCO #3, and PCO #4.

This proposal is for work associated with the material and labor for the concrete slab-on-grade installation for the Grandstand Bleachers, for the revised fencing and asphalt work and electrical scope credit, and for the labor and equipment fee for work required to locate the existing water main. The requested invoice amount is \$116,948.72. The scope of work was reviewed, and the Team considers the requested amount fair and reasonable for work proposed. Therefore, RGB supports processing Change Order #1 in the amount of one hundred sixteen thousand nine hundred forty-eight dollars and seventy-two cents (\$116,948.72).

Please contact me should you have any questions or concerns regarding GALC Change Order #1

Thank you,

John Racine, AIA, LEED AP
Principal

RGB Architects



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Smithfield High School – Boyle Athletic Field Complex Improvements 90 Pleasant View Avenue Smithfield, RI 02917	CONTRACT INFORMATION: Contract For: General Construction Date: July 6, 2023	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: October 26, 2023
OWNER: <i>(Name and address)</i> Town of Smithfield 64 Farnum Pike Smithfield, RI 02917	ARCHITECT: <i>(Name and address)</i> Rowse Architects, Inc. 400 Massasoit Avenue, Suite 300 East Providence, RI 02914	CONTRACTOR: <i>(Name and address)</i> Green Acres Landscaping & Construction Company, Inc. 21 Malbone Street Lakeville, MA 02347

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. PCO #2: Procure material and labor and the installation of the concrete slab-on-grade for the Grandstand Bleachers.	\$126,287.51
2. PCO #3: Revised fencing and asphalt, and electrical scope credit.	-\$14,612.22
3. PCO #4: Labor and equipment fee for work required to located existing water main.	\$5,273.43
Total Change Order #001	\$116,948.72

The original Contract Sum was	\$ 4,358,002.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,358,002.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 116,948.72
The new Contract Sum including this Change Order will be	\$ 4,474,950.72
The Contract Time will be unchanged by (0) days.	
The new date of Substantial Completion will be N/A	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Rowse Architects, Inc	Green Acres Landscaping and Constuction Company, LLC	Town of Smithfield
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	_____ SIGNATURE
 PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE <i>President</i>	_____ PRINTED NAME AND TITLE
 DATE	 DATE	_____ DATE

Green Acres
LANDSCAPE & CONSTRUCTION
CO. INC.

21 Malbone Street
Lakeville, MA 02347
P. (508) 823-6699 F. (508) 823-7502

October 5, 2023

P.C.O. # 2

Mr. John Racine
Principal
RGB Architects
50 Holden Street
Providence, RI 02908

Attention: John,

Enclosed is our price breakdown to install the concrete pad for the home bleacher provided by the Town of Smithfield at the Boyle Athletic Complex in Smithfield, RI.

Scope of Work:

Green Acres to prep pad location, install dense grade and compact, install vapor barrier, install polystyrene insulation, place concrete form, install rebar/mesh/cages, pour and finish concrete slab.

Total Cost to be Added to the Original Project Value ~~\$123,516.68~~

\$126,287.51 (EC)

* CORRECTED TO SHOW CORRECT
BOND PREMIUM

This proposal will add 0 additional days to the length of the contract

This proposal excludes the following:

Anything not previously mentioned under scope of work.

Payment to be made as follows: **Net 30 days from invoice**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. Our workers are fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 60 days.

Authorized Signature _____

Christopher E. Cunha

Chris Cunha
Project Manager/Estimator

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described. Payment will be made as outlined above.

Signature James M. Pastridge

Date of Acceptance: 10/26/2023

Green Acres LANDSCAPE & CONSTRUCTION CO. INC.

21 Malbone Street
Lakeville, MA 0234721
P. (508) 823-6699 F. (508) 823-7502

Mr. John Racine
Principal
RGB Architects
50 Holden St
Providence, RI 02908

10/5/2023
PCO # 2

Enclosed is our price breakdown to install the concrete pad for the home bleacher provided by the Town of Smithfield at the Boyle Athletic Complex in Smithfield, RI.

Scope of Work:

Green Acres to prep pad location, install dense grade and compact, install vapor barrier, install polystyrene insulation, place concrete form, install rebar/mesh/cages, pour and finish concrete slab.

<u>Labor</u>		<u>Hours</u>		<u>Rate</u>	<u>Cost</u>	<u>Extension</u>
<u>Men</u>						
4	Laborers	24	\$	62.37	\$ 5,987.52	
3	Operator	24	\$	74.72	\$ 5,379.84	
5	Laborers	24	\$	62.37	\$ 7,484.40	
			\$	-	\$ -	
			\$	-	\$ -	
			\$	-	\$ -	
			\$	-	\$ -	
			\$	-	\$ -	
			\$	-	\$ -	
					\$ 18,851.76	\$ 18,851.76
 <u>Labor Burden</u>						
	29%				\$ 5,467.01	
					\$ 5,467.01	\$ 24,318.77
 <u>Equipment</u>						
		<u>Hours</u>		<u>Rate</u>		
	Dozer	24	ls	\$ 125.00	\$ 3,000.00	
	Excavator	24	ls	\$ 125.00	\$ 3,000.00	
	Loader	24	ls	\$ 125.00	\$ 3,000.00	
	Truck with Tools	24	ls	\$ 45.00	\$ 1,080.00	
					\$ 10,080.00	\$ 34,398.77

<u>Materials</u>	<u>Qty.</u>	<u>E.O.M.</u>	<u>Price</u>		
4000psi with 3/4"	150	cy	\$ 250.00	\$	37,500.00
Dense Grade	194	ton	\$ 35.00	\$	6,790.00
Rebar Package	1	ls	\$ 8,075.00	\$	8,075.00
2" Type 8 Extruded Polystyrene Insulation	220	sheet	\$ 87.58	\$	19,267.60
Seam Tape for Insulation Joints	12	roll	\$ 37.70	\$	452.40
Vapor Barrier Roll	3	roll	\$ 392.74	\$	1,178.22
				\$	-
				\$	-
				\$	<u>73,283.22</u>
					\$ 107,661.99
 <u>Sub Contractor</u>				\$	-
				\$	-
					\$ 107,661.99
 <u>General/Administrative/Profit</u>					
15.00%				\$	<u>16,149.30</u>
				\$	16,149.30
					\$ 123,811.29
 <u>General Liability & Umbrella</u>					
0%				\$	-
				\$	-
					\$ 123,811.29
 <u>Bond Premium</u>					
2.00%				\$	<u>2,476.23</u>
				\$	2,476.23
					\$ 126,287.51
 <u>Miscellaneous</u>					
				\$	-
					\$ -
 Total job cost					\$ 126,287.51

This proposal includes all labor, equipment and materials.

Please feel free to call the office if you have any questions. Thank you.

Sincerely,

Christopher E. Cunha

Chris Cunha
Project Manager/Estimator



October 9, 2023

P.C.O. #3

Mr. John Racine
Principal
RGB Architects
50 Holden Street
Providence, RI 02908

Attention: John,

Enclosed is our price breakdown for changes to Project issued in PR #1 along with the Electrical Changes made to the site plan by Owner and Architects for the Boyle Athletic Complex in Smithfield, RI.

Scope of Work:

Green Acres to prep for install of additional asphalt (additional 12 tons). This includes the additional 12" of processed fill, 4" of gravel, tack coat and 4" of bituminous concrete. Also included in this change order is the additional cost of changing from an 8' slide gate to a 15' slide gate at the vehicular access point of the track.

*Also included are the changes to the Electrical Scope. Credits and Adds Shown below.

Total Cost to be Added to the Original Project Value for PR #1: \$5,180.40
Total Cost to be Deducted to the Original Project Value for Electrical Work: -\$35,500
Total Cost to be Added to the Original Project Value for Electrical Work (GA & SCAPS): \$15,707.38

Change Order CREDIT TOTAL: -\$14,612.22

This proposal will add 0 additional days to the length of the contract

This proposal excludes the following:

Anything not previously mentioned under scope of work.

Payment to be made as follows: **Net 30 days from invoice**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. Our workers are fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 60 days.

Authorized Signature Christopher E. Cunha

Chris Cunha
Project Manager/Estimator

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described. Payment will be made as outlined above.

Signature James M. Fortridge

Date of Acceptance: 10/26/2023

<u>Materials</u>	<u>Qty.</u>	<u>E.O.M.</u>	<u>Price</u>		
12" Processed Fill	28	ton	\$ 35.00	\$	980.00
4" Gravel Base	10	ton	\$ 35.00	\$	350.00
Tack Coat	4	gal	\$ 15.00	\$	60.00
Cost Diff. to change 8' Slide Gate to 18' Slide	1	ea	\$ 780.40	\$	780.40
			\$ -	\$	-
			\$ -	\$	-
			\$ -	\$	-
			\$ -	\$	-
			\$ -	\$	-
				\$	2,180.40
				\$	3,387.78
<u>Sub Contractor</u>					
Green Acres - Additional Prep	1	ea	\$ 250.00	\$	250.00
Green Acres - Fine Grading	1	ea	\$ 250.00	\$	250.00
Allied Paving	1	ea	\$ 2,500.00	\$	2,500.00
South Coast Alt Power Sol. CREDIT	1	ea	\$ (30,000.00)	\$	(30,000.00)
South Coast Alt Power Sol. ADD	1	ea	\$ 14,500.00	\$	14,500.00
Green Acres - Trenching CREDIT	1	ea	\$ (5,500.00)	\$	(5,500.00)
				\$	(18,000.00)
				\$	(14,812.22)
<u>General/Administrative/Profit</u>					
0.00%				\$	-
				\$	-
				\$	(14,812.22)
<u>General Liability & Umbrella</u>					
0%				\$	-
				\$	-
				\$	(14,812.22)
<u>Bond Premium</u>					
0.00%				\$	-
				\$	-
				\$	(14,812.22)
<u>Miscellaneous</u>					
				\$	-
				\$	-
Total job cost				\$	(14,812.22)

This proposal includes all labor, equipment and materials.

Please feel free to call the office if you have any questions. Thank you.

Sincerely,

Christopher E. Cunha

Chris Cunha
Project Manager/Estimator

Green Acres
LANDSCAPE & CONSTRUCTION
CO. INC.

21 Malbone Street
Lakeville, MA 02347
P. (508) 823-6699 F. (508) 823-7502

October 24, 2023

P.C.O. #4

Mr. John Racine
Principal
RGB Architects
50 Holden Street
Providence, RI 02908

Attention: John,

Enclosed is our price breakdown for the exploratory digging to locate water connection location, and the install of the new HDPE water service for the Boyle Athletic Complex in Smithfield, RI.

Scope of Work:

Green Acres to dig a test pit to locate the new water service connection. Once located, Green Acres to perform tap and run new HDPE Water Line to the parking lot nearest to the Hammer Throw Field.

Change Order Total: \$5,273.43

This proposal will add 0 additional days to the length of the contract

This proposal excludes the following:

Anything not previously mentioned under scope of work.

Payment to be made as follows: **Net 30 days from invoice**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. Our workers are fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 60 days.

Authorized Signature _____

Christopher E. Cunha

Chris Cunha
Project Manager/Estimator

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described. Payment will be made as outlined above.

Signature James M. Portidge

Date of Acceptance: 10/26/2023

Green Acres LANDSCAPE & CONSTRUCTION CO. INC.

21 Malbone Street
Lakeville, MA 0234721
P. (508) 823-6699 F. (508) 823-7502

Mr. John Racine
Principal
RGB Architects
50 Holden St
Providence, RI 02908

10/24/2023
PCO # 4

Enclosed is our price breakdown for the exploratory digging to locate water connection location, and the install of the new HDPE water service for the Boyle Athletic Complex in Smithfield, RI.

Scope of Work:

Green Acres to dig a test pit to locate the new water service connection. Once located, Green Acres to perform tap and run new HDPE Water Line to the parking lot nearest to the Hammer Throw Field.

<u>Labor</u>			<u>Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Extension</u>
<u>Men</u>						
2	Laborers	Exploratory	5	\$ 62.37	\$ 623.70	
1	Operator	Exploratory	5	\$ 74.72	\$ 373.60	
				\$ -	\$ -	
2	Laborer	New Water Svc	6	\$ 62.37	\$ 748.44	
1	Operator	New Water Svc	6	\$ 74.72	\$ 448.32	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
					\$ 2,194.06	\$ 2,194.06

Labor Burden

29%					\$ 636.28	
					\$ 636.28	\$ 2,830.34

Equipment

		<u>Hours</u>		<u>Rate</u>		
Dozer		0	Is	\$ 125.00	\$ -	
Excavator	Exploratory	5	Is	\$ 125.00	\$ 625.00	
Excavator	New Water Svc	6	Is	\$ 125.00	\$ 750.00	
Compressor	Exploratory	5	Is	\$ 45.00	\$ 225.00	
Truck with Tools		11	Is	\$ 45.00	\$ 495.00	
					\$ 2,095.00	\$ 4,925.34

<u>Materials</u>	<u>Qty.</u>	<u>E.O.M.</u>	<u>Price</u>		
2" x 500" CTS Tubing	1	roll	\$ 1,511.25	\$	1,511.25
2" SS Tube Stiffener CTS	9	ea	\$ 3.98	\$	35.82
4" 317 Saddle	1	ea	\$ 95.72	\$	95.72
2" Ball Corp	1	ea	\$ 366.80	\$	366.80
2.5" x 24" SVC Box Top w/Cover	1	ea	\$ 36.80	\$	36.80
2.5" x 47" Service Box Base	1	ea	\$ 56.00	\$	56.00
Service Box Foot Piece	1	ea	\$ 25.25	\$	25.25
2" Coupling	1	ea	\$ 146.75	\$	146.75
2" Ball Curb	1	ea	\$ 520.95	\$	520.95
Sand	32	tons	\$ 35.00	\$	1,120.00
2" K Copper	220	lf	\$ (19.75)	\$	(4,345.00)
			\$ -	\$	-
			\$ -	\$	-
			\$ -	\$	-
				\$	(429.66)
				\$	4,495.66

Sub Contractor

ea	\$	-	
ea	\$	-	
ea	\$	-	
ea	\$	-	
ea	\$	-	
ea	\$	-	
	\$	-	\$ 4,495.88

General/Administrative/Profit

15.00%	\$	674.35	
	\$	674.35	\$ 5,170.03

General Liability & Umbrella

0%	\$	-	
	\$	-	\$ 5,170.03

Bond Premium

2.00%	\$	103.40	
	\$	103.40	\$ 5,273.43

Miscellaneous

	\$	-	\$ -
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Total job cost			\$ 5,273.43
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This proposal includes all labor, equipment and materials.

Please feel free to call the office if you have any questions. Thank you.

Sincerely,

Christopher E. Cunha

Chris Cunha
Project Manager/Estimator



TOWN OF SMITHFIELD
SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL
FROM: CARLOS SANTOS, PURCHASING AGENT
SUBJECT: REQUEST FOR APPROVAL OF COYNE MECHANICAL (CMI) CHANGE ORDER #2 FOR WORK REQUIRED BY AND COMPLETED BY TRANE AS PART OF WARRANTY PROCESS OF ROOFTOP UNITS (RTU'S) AT SMITHFIELD HIGH SCHOOL.
DATE: OCTOBER 27, 2023
CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

BACKGROUND:

Coyne Mechanical (CMI) notified the School Department that in order to maintain the warranty of the ten (10) RTU's at Smithfield High School, TRANE would have to perform the startup procedure. TRANE wants to ensure the startup is done properly, therefore, Change Order #2 was created for the each unit's startup procedure.

The requested Change Order # 2 invoice amount is \$16,800.00 and is subject to approval by the Boyle Athletic Committee at their November 2, 2023 meeting and the School Committee at their November 6, 2023 meeting,

FINANCIAL IMPACT:

Through the Boyle Athletic Field Project funds

ATTACHMENTS:

Copy of Change Order #2 and memo from RGB Architects.

MOVED:

That the Smithfield Town Council hereby authorizes the Boyle Building Committee and the Smithfield School Department to approve processing Change Order #2 in an amount not to exceed sixteen thousand eight hundred dollars (\$16,800.00). Subject to approval by the Boyle Athletic Committee at their November 2, 2023 Meeting and the School Committee at their November 6, 2023 meeting.



architecture
project management
interior design

October 26, 2023

Mr. Angelo Mencucci
Director of Building and Grounds
Smithfield Public Schools
49 Farnum Pike
Smithfield, RI 02917

**Re: Smithfield High School Boyle Rooftop Replacements
Coyne Mechanical, Inc.
Change Order #2
RGB #6683-5**

Dear Mr. Mencucci:

As previously discussed, please find attached Change Order #2 from Coyne Mechanical, Inc. (CMI) for work required by Trane for RTU start-up fees at the Smithfield High School.

This proposal is for work associated with start-up of the 10 rooftop units, which is required to be completed by Trane as part of the warranty. The requested invoice amount is \$16,800. The scope of work was reviewed, and the Team considers the requested amount fair and reasonable for work proposed. Therefore, RGB supports processing Change Order #2 in the amount of sixteen thousand eight hundred dollars (\$16,800).

Please contact me should you have any questions or concerns regarding CMI Change Order #2

Thank you,

John Racine, AIA, LEED AP
Principal

RGB Architects

AIA[®] Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Smithfield High School Mechanical Rooftop Replacements 90 Pleasant View Avenue Smithfield, RI 02917	CONTRACT INFORMATION: Contract For: General/Mechanical Construction Date: July 8, 2023	CHANGE ORDER INFORMATION: Change Order Number: 2 Date: October 26, 2023
OWNER: <i>(Name and address)</i> Town of Smithfield 64 Farnum Pike Smithfield, RI 02917	ARCHITECT: <i>(Name and address)</i> Rowse Architects, Inc. 400 Massasoit Avenue, Suite 300 East Providence, RI 02914	CONTRACTOR: <i>(Name and address)</i> Coyne Mechanical, Inc. 347 Tourtellot Hill Road Chepachet, RI 02814

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

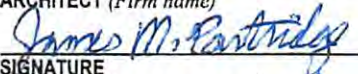
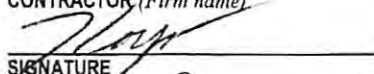
1. Trane start up fee for 10 Rooftop units (\$1,500 per unit)	\$15,000.00
Coyne Mechanical Overhead and Profit 10%	\$1,500.00
Coyne Mechanical Bond 2%	\$300.00
Total Change Order #002	\$16,800.00

The original Contract Sum was	\$ 360,200.00
The net change by previously authorized Change Orders	\$ 57,316.00
The Contract Sum prior to this Change Order was	\$ 417,516.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 16,800.00
The new Contract Sum including this Change Order will be	\$ 434,316.00

The Contract Time will be unchanged by (0) days.
The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Rowse Architects, Inc. ARCHITECT <i>(Firm name)</i>	Coyne Mechanical, Inc. CONTRACTOR <i>(Firm name)</i>	Town of Smithfield OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
James M. Partridge PRINTED NAME AND TITLE	Timothy Coyne, Resident PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
10/26/2023 DATE	10-26-23 DATE	 DATE



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For:
Smithfield HS

Date: November 28, 2023

Proposal Number: A5-48459-536-1

Job Name:
BER- Smithfield HS

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data – Factory Startup of RTUs

Item	Tag(s)	Qty	Description	Model Number
A1	10 RTUs	10	Factory Startup Spring Rails (fld)	Trane RTUs

****Assumes all wiring, piping and BAS communications to be 100% ready at time of startup****

Total Net Price (Excluding Sales Tax) \$15,000.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

Sincerely,

Nicholas Fluet
Trane U.S. Inc.
 10 Hemingway Drive
 East Providence, RI 02915
 Office Phone: (401) 434-3145

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the

evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (U.S.), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS)**

(COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. **Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. **Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. **Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. **Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. **Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms

and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to

provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)



CARLOS SANTOS
PURCHASING AGENT

Town of Smithfield

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

DATE: November 1, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director

RE: On-call Town-wide electrical services contact – two year term

SUBJECT:

At the October 3, 2023 Town Council Meeting, the Town Council authorized the advertisement of a new Request for Proposal (RFP) for another two (2) year contract term for Town-wide electrical services contact, starting October 15, 2023 – October 14, 2025.

Four proposals were received, the respondents were: E.W. Audet & Sons Inc., located in Providence, RI, Nexgen Electric Inc., located in Warwick, RI, ANJ Electric Eye LLC, located in Cranston, RI and Sullivan & McLaughlin Co., located in Cranston, RI. The public bids were opened on October 19, 2023. All submissions were reviewed by an evaluation team made up of Chief Robert W. Seltzer; Angelo Mencucci; Christopher McWhite; Gene Allen; Kevin Cleary and Carlos Santos. The proposals were evaluated on the basis of price, company years in business, previous experience with the Town and School Department, required documents and if the business is located in the Town.

As evidenced by the evaluation scoring sheets, the evaluation team is recommending the award of the Town-wide on-call Electrical service 2-year contract with a term date of October 15, 2023 to October 14, 2025 to the most qualified bidder Sullivan & McLaughlin Co., located in Cranston, RI at the following rates: \$112.00/standard hourly rate - \$167.00/Emergency - Off Hour rate - \$221.00/Sunday-Holiday rate.

ATTACHMENTS:

Copy of the Bid Tabulation & Evaluation sheets for Town-Wide on-call Electrical Services.

MOTION:

That the Smithfield Town Council hereby authorizes the Purchasing Agent to award the next two (2) year contract term for Town-wide On-call electrical services, starting October 15, 2023 – October 14, 2025 to the most qualified bidder Sullivan & McLaughlin Co., located in Cranston, RI at the following rates: \$112.00/standard hourly rate - \$167.00/Emergency-Off Hour rate - \$221.00/Sunday-Holiday rate.

**TOWN OF SMITHFIELD
BID TABULATION**



Project: Two (2) Year Town wide On-Call Electrical Services Contract
 Project No.: 230915
 Bid Date: 10/19/2023
 Bid Prepared by: Carlos Santos, Purchasing Agent

				E.W. Audet & Sons, Inc. 169 Bay Street Providence, RI 02905 Phone: 401-467-3510		Nexgen Electric, Inc. 205 Hallene Road Unit 106 Warwick, RI 02886 Phone: 401-921-3211		ANJ Electric Eye LLC 81 Western Industrial Dr. Unit D Cranston, RI 02921 Phone: 401-837-9257		Sullivan & McLaughlin Co 850 Wellington Ave. Cranston, RI 02910 Phone: 401-949-0910	
ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
1	Standard Hourly rate for - two (2) year term	Hour		\$ 118.00		\$ 116.00		\$ 105.00		\$ 112.00	
2	Emergency/Off Hour rate for - two (2) year term	Hour		\$ 170.00		\$ 155.00		\$ 175.00		\$ 167.00	
3	Sunday/Holiday rate for - two (2) year term	Hour		\$ 208.00		\$ 190.00		\$ 225.00		\$ 221.00	
4											
5											
6											
7											
8											
TOTAL BID AMOUNT				\$	-	\$	-	\$	-	\$	-

*REFERRED TO THE EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FOWARDED TO THE TOWN COUNCIL FOR APPROVAL



Bid Evaluation:

Bid Title: RFP 230915 – 2023-2025 Town-Wide Electrical Services contract

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

	EVALUATION CRITERIA	Score
1.	Company Information & Years in Business	10
2.	Required Documents Stared in RFP	20
3.	Past Experience with the Town & References	25
4.	Business located in Smithfield	10
5.	Hourly Pricing	35
	Grand Total	100

Your Name: Robert W. Seltzer

Contractor Name & Scores:

E.W Audet & Sons: 65

Nexgen Electric, Inc.: 56

ANJ Electric Eye, LLC. : 67

Sullivan & McLaughlin Co.: 75

Selected Firm: Sullivan & McLaughlin



Bid Evaluation:

Bid Title: RFP 230915 – 2023-2025 Town-Wide Electrical Services contract

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

	EVALUATION CRITERIA	Score
1.	Company Information & Years in Business	10
2.	Required Documents Stared in RFP	20
3.	Past Experience with the Town & References	25
4.	Business located in Smithfield	10
5.	Hourly Pricing	35
	Grand Total	100

Your Name: ANGELO MENICCI

Contractor Name & Scores:

E.W Audet & Sons: 78

Nexgen Electric, Inc.: 81

ANJ Electric Eye, LLC. : 57

Sullivan & McLaughlin Co.: 87

Selected Firm: SULLIVAN & McLAUGHLIN CO.



Bid Evaluation:

Bid Title: RFP 230915 – 2023-2025 Town-Wide Electrical Services contract

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

	EVALUATION CRITERIA	Score
1.	Company Information & Years in Business	10
2.	Required Documents Stared in RFP	20
3.	Past Experience with the Town & References	25
4.	Business located in Smithfield	10
5.	Hourly Pricing	35
	Grand Total	100

Your Name: Christopher McWhite

Contractor Name & Scores:

E.W Audet & Sons: 55

Nexgen Electric, Inc.: 80

ANJ Electric Eye, LLC. : 35

Sullivan & McLaughlin Co.: 80

Selected Firm: _____



Bid Evaluation:

Bid Title: RFP 230915 – 2023-2025 Town-Wide Electrical Services contract

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

	EVALUATION CRITERIA	Score
1.	Company Information & Years in Business	10
2.	Required Documents Stared in RFP	20
3.	Past Experience with the Town & References	25
4.	Business located in Smithfield	10
5.	Hourly Pricing	35
	Grand Total	100

Your Name: _____

Steve Miller

Contractor Name & Scores:

E.W Audet & Sons: 29

Nexgen Electric, Inc.: 68

ANJ Electric Eye, LLC.: 66

Sullivan & McLaughlin Co.: 81

Selected Firm: _____

Sullivan & McLaughlin Co.



Bid Evaluation:

Bid Title: RFP 230915 – 2023-2025 Town-Wide Electrical Services contract

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

	EVALUATION CRITERIA	Score
1.	Company Information & Years in Business	10
2.	Required Documents Stared in RFP	20
3.	Past Experience with the Town & References	25
4.	Business located in Smithfield	10
5.	Hourly Pricing	35
	Grand Total	100

Kevin Cleary, Town Engineer

Your Name: _____

Contractor Name & Scores:

E.W Audet & Sons: 75

Nexgen Electric, Inc.: 72

ANJ Electric Eye, LLC. : 65

Sullivan & McLaughlin Co.: 79

Selected Firm: Sully-Mac & EW Audet as an alternate



Bid Evaluation:

Bid Title: RFP 230915 – 2023-2025 Town-Wide Electrical Services contract

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

	EVALUATION CRITERIA	Score
1.	Company Information & Years in Business	10
2.	Required Documents Stared in RFP	20
3.	Past Experience with the Town & References	25
4.	Business located in Smithfield	10
5.	Hourly Pricing	35
	Grand Total	100

Your Name: CARLOS SANTOS

Contractor Name & Scores:

E.W Audet & Sons: 74

Nexgen Electric, Inc.: 73

ANJ Electric Eye, LLC. : 75

Sullivan & McLaughlin Co.: 80

Selected Firm: SULLIVAN + MCLAUGHLIN



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1000

DATE: October 26, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
Lyn Antonuccio, MPA, CMC, Town Clerk
David Duchesneau, IT Director
CC: Randy R. Rossi, Town Manager
RE: Town Clerk – Land Records Management System Services

BACKGROUND:

The Smithfield Town Council voted at their meeting on October 2, 2018, to award the bid for a Land Records Management System to Info Quick Solutions, Inc. a New York State Corporation (IQS), with offices located at 7460 Morgan Road, Liverpool, NY 13090, this Agreement was for a five (5) year term which will be expiring on November 26, 2023. The existing agreement contains a three (3) year extension option which the Town wants to exercise.

During initial conversations with IQS the firm mentioned wanting to increase some of the fees under section 3 in the Agreement, while the Town was looking to omit fees for leased IQS hardware that has been replaced with Town owned hardware. Continuing negotiations provided a positive outcome, the fees in section 3 of new Agreement were not increased and the lease fees for IQS hardware were removed, while allowing the Town to keep and continue to use the hardware.

The New Extension Agreement will be for three (3) years becoming effective on November 27, 2023 and shall terminate on November 26, 2026, with an option for an additional two (2) year extension. Below are the new agreement details.

AGREEMENT DETAILS-

- The \$3.80/Document cost will remain the same as previous agreement.
- The \$0.06/image remains the same (microfilming is mandated by state law).
- Mapping Service fee will be eliminated (we currently pay \$50.00 per month).
- Public Internet Portal Revenue Sharing remains unchanged at a 50/50 split.

Programs provided by IQS at the present time are:

- Land Records - Indexing and Scanning.
- Trade Name Program - Vitals Program - Dog Registry Program.
- Web Programs -for researching land records online and copies.
- Licensing.
- APRA Request Programs.

Programs in development by IQS during the Agreement extension period with no extra charge to the Town:

- Probate Municipal Court

The three (3) year Agreement extension was reviewed by: Lyn Antonuccio, Town Clerk; MPA, CMC; Dave Duchesneau, IT Director and Carlos Santos, Purchasing Agent. All are in agreement that this three (3) year extension with IQS Solutions, Inc. provides savings to the Town while maintaining the existing level of high quality service.

FUNDING:

Funding for the Land Records Management System is through the current budget under line item "Records & Indexing". There are no future projects planned at this time that would require additional funding.

ATTACHMENTS:

Copy of three (3) year Extension Agreement with option for two (2) additional years.

RECOMENDATION:

The Reviewers recommend that the Town Council award the three (3) year Extension Agreement for the Town Clerk – Land Records Management System Services to Info Quick Solutions, Inc. a New York State Corporation (IQS), with offices located at 7460 Morgan Road, Liverpool, NY 13090.

MOTION:

Moved that the Smithfield Town Council hereby approves the contract extension on behalf of the Smithfield Town Clerk's office to Info Quick Solutions, Inc. for a period of three (3) years with an option for a two (2) year extension to be signed by Town Manager Rossi, and with funding designated from the Town Clerk's Recording & Indexing Budget.

**AGREEMENT FOR TOWN CLERK
RECORDS MANAGEMENT SYSTEM AND SERVICES**

This Agreement (Agreement) is entered into by and between Info Quick Solutions, Inc., a New York State Corporation (IQS), with offices located at 7460 Morgan Road, Liverpool, NY 13090, and the Town of Smithfield, RI, a government entity (Town), with offices located at 64 Farnum Pike, Smithfield, RI 02917. IQS and Town (each individually a "party" and collectively the "parties") agree as follows:

1. TERM

This Agreement will become effective on 11/27/23 (the "Effective Date") and shall terminate on 11/26/26, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "Term"). At the end of the Term, this Agreement may be renewed for an additional 24 months (each an "Extended Term"), upon mutual agreement of the parties.

2. SERVICES

During the Term of the Agreement, and consistent with the terms and conditions set forth herein, IQS will provide the Town with the products, software and services described in Schedule A.

3. PAYMENT

Town agrees to pay IQS in accordance with the payment provisions set forth below. IQS shall submit an invoice to Town for each payment due, and Town agrees to pay each invoice within thirty (30) calendar days after receipt.

Solution ERMS	\$3.80 per document
Image to Microfilm (Land Evidence)	\$.06 per image
Public Internet Portal Revenue Sharing	50/50 split

4. DELIVERY AND ACCEPTANCE

IQS will arrange for delivery of the appropriate System components to the Town installation site, as set forth in Schedule A. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A.

5. SYSTEM OWNERSHIP AND USE RIGHTS

The System provided under this Agreement includes technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "IQS Intellectual Property"). Town understands and agrees that all IQS Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall remain the property of IQS.

6. OWNERSHIP, USE, AND RETURN OF DATA

All information, records, documents, files, data, and other items relating to the business of Town (including indexes, film, and other data created or acquired by use of the System), whether prepared by Town or IQS or otherwise coming into the possession of IQS in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Town.

7. RESPONSIBILITY FOR DATA BACKUP

Backup services shall be provided by IQS. Such services are contingent on the Town maintaining consistent internet access.

8. PERFORMANCE AND SYSTEM WARRANTIES

IQS warrants that: (a) the Services will be performed in a professional manner in accordance with generally applicable industry standards; (b) during the Term, any component of the System furnished to Town under this Agreement will be free from material defects and errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by IQS; and (c) the System delivered by IQS will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

Neither party shall be responsible for delays or failures in performance because of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party.

9. INSURANCE

If IQS performs any of the Services on Town premises, IQS agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, IQS will provide evidence of coverage on a standard ACORD form certificate of insurance.

10. LIMITATIONS OF LIABILITY

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO IQS HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY TOWN TO IQS DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY.

11. TERMINATION OF THE AGREEMENT

If IQS materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Town may terminate this Agreement.

Termination by IQS shall be effective upon written notice to Town. Town agrees to discontinue use of all hardware, software, and other IQS-owned materials no later than the effective date of termination and make ready and available the hardware, software, and other IQS-owned materials for IQS to pick up within thirty (30) calendar days after termination.

Either party may terminate this Agreement at the end of the Term or any Extended Term by providing sixty (60) calendar days written prior notice to the other party of the non-renewal of the Agreement. This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to IQS if Town has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Town to secure the necessary funding and if no substitute arrangement is made by Town to obtain the same or similar Products or Services from another source.

12. SEVERABILITY

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

13. GOVERNING LAW

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Rhode Island, without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought in any court of competent jurisdiction.

14. ENTIRE AGREEMENT

The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of IQS and the Town have executed this Agreement.

TOWN OF SMITHFIELD

Date _____

By: _____

Name:

Title:

INFO QUICK SOLUTIONS, INC.

Date _____

By: _____

Name: Brian J. Owens

Title: Vice President, Sales

Schedule A

Description of Services

1. Solution Application Software and Licenses

- Land Evidence Indexing and scanning
- Vital Records indexing and scanning (marriage and death records)
- Trade names indexing and scanning
- Map indexing
- Dog registry
- Military discharge indexing and in house scanning
- Liquor, victualing, and business license scanning and indexing
- On line land evidence records lookup (revenue share)
- State reports
- Custom reports
- Program enhancements and updates

2. Professional Services

- Unlimited training and support
- Unlimited software support
- Software updates
- Offsite backup/disaster recovery
- Hardware integration and configuration



memorandum

DATE: October 25, 2023

TO: The Honorable Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Resolution to the Smithfield Personnel Policies and Procedures

It was recently discovered that the Town's Personnel Policies and Procedures did not mirror the Town's practices or the benefits that were described to a small group of non-union employees hired prior to 7/1/2015. At the time that this group was either hired or promoted into their current roles they were assured that they would be receiving the same health benefits as union employees upon their retirement. Following this discovery, we began working with the Personnel Board to find the fairest and most equitable solution for these employees.

The proposed resolution was the result of the hard work of the Personnel Board and Town staff to reach the most optimal solution. Please find enclosed a memo from the Personnel Board which further outlines the process that was conducted by the board.

Motion:

Moved that the Smithfield Town Council approve the resolution to amend the Smithfield Policies and Procedures as supported by the Personnel Board.

To: Smithfield Town Council

From: Smithfield Personnel Board

Date: October 25, 2023

Subject: Revision of the Town of Smithfield's Personnel Policies and Procedures – Post Retirement Medical Benefits Chapter 5 Section 2N:

The Board has been advised that the current language in the Personnel Policies does not mirror the town's practices or the benefits that were described to a small group of non-union employees hired prior to 7/1/2015. This group was assured by the Town that they would receive the same health benefits as the Town's union employees upon retirement. The Board conducted an in-depth analysis: benchmarking, actuary figures / financials, retention, promotions, fairness and equity. Upon careful review and consideration, the Personnel Board is in agreement with the following changes to update Chapter 5 Section 2N of the Personnel Policies and Procedures:

- Delete: current language
- Add: proposed language below

Post- Retirement Health Insurance:

In order to be eligible for the above-stated benefits, the retiree must have worked for the Town of Smithfield for a period of no less than twenty (20) consecutive years, full-time.

Upon retirement with the Town, the employee shall retain the same or comparable healthcare coverage they received while actively employed by the Town, subject to the same terms and conditions and co-pays or co-shares as provided to similar union employees with similar lengths of service, until such time as the employee is eligible for Medicare or other federally subsidized program(s) in place at the time.

Consistent with the above language:

The Police Chief and Deputy Police Chief shall receive the same retirement health and dental coverage under the same terms and conditions as provided to FOP members, as enumerated in the collective bargaining agreement between the Town of Smithfield and the Smithfield Lodge No. 17, Fraternal Order of Police.

The Fire Chief shall receive the same retirement health and dental coverage under the same terms and conditions as provided to I.A.F.F. members, as enumerated in the collective bargaining agreement between the Town of Smithfield and the Local 2050, International Association of Fire Fighters, AFL-CIO.

All other non-union employees shall receive the same retirement health and dental coverage under the same terms and conditions as provided to L.I.U.N.A. members, as enumerated in the collective bargaining agreement between the Town of Smithfield and the Laborers' International Union of North America, AFL-CIO.

**TOWN OF SMITHFIELD
RESOLUTION OF THE TOWN COUNCIL**

**A RESOLUTION AMENDING THE SMITHFIELD PERSONNEL POLICIES AND
PROCEDURES**

BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, RHODE ISLAND:

WHEREAS, the Smithfield Personnel Policies and Procedures are hereby amended as follows:

Chapter 5. CONDITIONS OF EMPLOYMENT

Section 2 – Benefits

~~N. **Post-Retirement Medical Benefits** – The Town shall pay for the full cost of family or individual health care for every management classified merit and unclassified merit employee in the full time employ of the town on December 31, 1988, who retires at age 58 or older and who has at least 20 years of full-time service with the Town at the time of retirement.~~

~~The payments for post retirement health insurance authorized herein shall cease at the time the employee or spouse is eligible to receive comparable coverage from another source or reach the age of 65.~~

~~Full time management classified and unclassified merit employees who have at lease ten years of full time service with the Town and retire at age 58 or older may continue coverage in health insurance offered hereunder and shall reimburse the Town on a monthly basis for the cost of said insurance on a monthly basis for the cost of said insurance until age 65.~~

N. **Post-Retirement Health Insurance** – In order to be eligible for post-retirement health benefits, the retiree must have worked for the Town of Smithfield for a period of no less than twenty (20) consecutive years, full-time.

Upon retirement with the Town, the employee shall retain the same or comparable health insurance coverage they received while actively employed by the Town, subject to the same terms and conditions and co-pays or co-shares as provided to similar union employees with similar lengths of service, until such time as the employee is eligible for Medicare or other federally subsidized program(s) in place at the time.

Consistent with the above language:

The Police Chief and Deputy Police Chief shall receive the same retirement health and dental coverage under the same terms and conditions as provided to FOP members, as

enumerated in the collective bargaining agreement between the Town of Smithfield and the Smithfield Lodge No. 17, Fraternal Order of Police.

The Fire Chief shall receive the same retirement health and dental coverage under the same terms and conditions as provided to I.A.F.F. members, as enumerated in the collective bargaining agreement between the Town of Smithfield and the Local 2050, International Association of Firefighters, AFL-CIO.

All other non-union employees shall receive the same retirement health and dental coverage under the same terms and conditions as provided to L.I.U.N.A members, as enumerated in the collective bargaining agreement between the Town of Smithfield and the Laborers' International Union of North America, AFL-CIO.

WHEREAS, this Resolution will take effect immediately upon its passage by the Town Council.

PASSED: November 7, 2023

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

Lyn M. Antonuccio, CMC
Town Clerk



memorandum

DATE: October 27, 2023

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Probate and Municipal Court Judge Salaries

We have been reviewing the current salary of our Probate and Municipal Court Judges which has not been adjusted since 2009 when it was increased to \$7,000 per year. Over the years their case load, preparation time, and complexity of cases has tremendously increased. Besides the increased workload, we first reviewed how inflation would affect the wage amount. From 2009 until 2023, the inflation rate was 42.41% which would increase the annual wage amount to \$9,968.70 without considering any other factors.

Considering the increase from inflation, increased workload, and the experience that both judges bring to their roles, I am recommending for the Town Council to consider increasing the Probate and Municipal Court Judges annual salary for fiscal year 2024 to \$12,000.

MOTION:

Moved that the Smithfield Town Council hereby approved the annual salary increase of the Probate and Municipal Court Judges to \$12,000 per year from July 1, 2023 – June 30, 2024.

Municipal Salary Data

City or Town	Probate Court Judge	Municipal Court Judge
Barrington	3,000	2,600
Bristol	N/A	7,500
Burrillville	6,000	6,000
Central Falls	12,000	14,000
Charlestown	24,000	7,446
Coventry	9,821	14,560
Cranston	17,500	17,500
Cumberland	8,105	8,319
East Greenwich	5,000	10,000
East Providence	14,071	14,071
Jamestown	5,635	N/A
Johnston	7,500	20,000
Lincoln	7,000	10,000
Little Compton	5,642	N/A
Narragansett	6,000	20,800
Newport	14,836	35,794
North Providence	7,730	10,322
North Smithfield	4,369	6,866
Pawtucket	17,999	24,231
Portsmouth	2,000	9,000
Providence	60,538	56,823
Richmond	3,600	N/A
Smithfield	7,000	7,000
South Kingstown	7,000	N/A
Tiverton	8,500	15,000
Warren	3,438	9,870
Warwick	15,000	15,000
West Warwick	7,500	15,000
Westerly	15,000	15,000
Woonsocket	3,900	8,200

*Note: Municipal salary data has been collected using various sources with some of the data being at least two years old.

Smithfield Probate and Municipal Court Judge Salaries

Fiscal Year	Probate Court	Municipal Court
1999	5,000	
2000	5,000	
2001	5,000	
2002	5,000	
2003	5,000	
2004	5,000	
2005	5,000	
2006	5,000	
2007	5,000	
2008	5,000	
2009	7,000	
2010	7,000	
2011	7,000	
2012	7,000	
2013	7,000	
2014	7,000	
2015	7,000	7,000
2016	7,000	7,000
2017	7,000	7,000
2018	7,000	7,000
2019	7,000	7,000
2020	7,000	7,000
2021	7,000	7,000
2022	7,000	7,000
2023	7,000	7,000
2024	7,000	7,000

Recommended Motion:

That the Smithfield Town Council hereby approves the 2024 Town Council meeting schedule.



Smithfield Town Council 2024 Schedule of Meetings

**Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917**

1st and 3rd Tuesday at 7:00 p.m.

January 9, 23*

February 6, 20

March 5, 19

April 2, 16

May 7, 21

June 4, 18

July 9**

August 13**

September 3, 17

October 1, 15

November 5, 19

December 3, 17

*second and third Tuesday of the month

**second Tuesday of the month



TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: November 7, 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 = \$2,001.84

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$2,001.84

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



TOWN OF SMITHFIELD ASSESSOR

ABATEMENT DETAIL November 7, 2023

ACCOUNT #	TYPE	PROPERTY OWNER	YEAR	ORIGINAL	REVISED	REASON	ABATEMENT
02-1614-50	PP	BARBARA WOOD	2023	\$40.62	\$0.00	Business Inactive	\$40.62
04-1487-25	PP	DENISE LAURITO	2023	\$68.10	\$0.00	Business Inactive	\$68.10
11-0708-73	RE	P&B KING PROPERTIES LLC	2023	\$10,765.44	\$10,108.80	Appeal	\$656.64
11-0708-72	RE	P&B KING PROPERTIES LLC	2023	\$7,008.00	\$6,579.84	Appeal	\$428.16
11-0708-60	RE	P&B KING PROPERTIES LLC	2023	\$6,364.80	\$5,913.60	Appeal	\$451.20
11-0708-66	RE	P&B KING PROPERTIES LLC	2023	\$4,621.44	\$4,264.32	Appeal	\$357.12

Town Council Authorization:

Real Estate Subtotal: \$1,893.12
Motor Vehicle Subtotal: \$0.00
Personal Property Subtotal: \$108.72
Total Abatements: \$2,001.84