

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
February 6, 2024



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, FEBRUARY 6, 2024
6:30 P.M.**

6:30 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)(1) Personnel; to interview Robert Leach for possible reappointment to a Town board or commission 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. Certificate of Recognition - Josh Accetturo
 - B. Smithfield Youth Council
- VI. Minutes:
 - A. Move that the minutes of the January 23, 2024 work session meeting be approved as recorded.
 - B. Move that the minutes of the January 23, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Beverly Tobin for possible reappointment to a Town board or commission, Section 42-46-5(a)(2); Existing Litigation, Case #PC-2019-10870 - Town of Smithfield vs. State of Rhode Island, and Section 42-46-5(a)(6); to review, consider, and discuss a prospective business to locate in the Town of Smithfield, RI be approved as recorded and sealed.
 - C. Move that the minutes of the January 23, 2024 open session meeting be approved as recorded.

- VII. Consider, discuss and act upon the following possible appointments and reappointments:
- A. Historic Preservation Commission appointment with a term expiring in February of 2027.
 - B. Historic Preservation Commission reappointment with a term expiring in February of 2027.
 - C. Housing Authority reappointment with a term expiring in January of 2029.
 - D. Boyle Athletic Complex Building Committee appointment.
- VIII. Public Hearings:
- A. Conduct a public hearing to consider and act upon the adoption of the Capital Improvements Program Plan for 2025-2044.
 - B. Conduct a public hearing to consider and act upon Zoning Ordinance amendments to Section 4.3 “Table of Uses” to add a new use category entitled “Wind Energy Facilities” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - C. Conduct a public hearing to consider and act upon Zoning Ordinance amendments to Section 5.10 “Inclusionary Zoning” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - D. Conduct a public hearing to consider, discuss and act upon approving the renewal of the Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.

INTOXICATING BEVERAGE LICENSE RENEWALS 2023-2024
CLASS B-VICTUALLER BEVERAGE LICENSES

- 1. Chacon Restaurant, LLC d/b/a “Frank & John from Italy on the Water”, 743 Putnam Pike (approved for outdoor bar service)
 - 2. Lee Deg, Inc. d/b/a “Rocco’s Pub & Grub”, 55A Douglas Pike (approved for outdoor bar service)
- IX. Licenses:
- A. Consider, discuss, and act upon approving the renewal of one (1) Entertainment License, as applied, subject to compliance with all State regulations and local ordinances:
 - 1. Chacon Restaurant, LLC d/b/a “Frank & John from Italy on the Water”, 743 Putnam Pike

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

1. Chacon Restaurant, LLC d/b/a “Frank & John from Italy on the Water”, 743 Putnam Pike

C. Consider, discuss, and act upon approving the renewal of one (1) Victualling Only License, as applied, subject to compliance with all State regulations and local ordinances:

1. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike

D. Consider, discuss and act upon approving the renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances:

1. Palagi 2000, Inc. d/b/a “Palagi’s Ice Cream”, to sell frozen treats from a truck with RI Reg. 109950, 55 Bacon Street, Pawtucket, RI

E. Consider, discuss, and act upon approving the annual renewal of a Private Detective License for Mark Matteo, 12 Mountaindale Road, Smithfield, RI, as applied, subject to compliance with all State regulations and local ordinances.

F. Consider, discuss, and act upon approving a new Victualling Only License for Papa’s Roast Beef and Pizza, LLC d/b/a “Papa’s Roast Beef and Pizza”, 314 Waterman Avenue, as applied subject to compliance with all State regulations and local ordinances.

G. Consider, discuss, and act upon approving one (1) One-Day Beer/Wine License for the Smithfield Senior Center as follows:

- St. Patrick/St. Joseph Party to be held on Thursday, March 14, 2024 from 12:00 p.m. to 3:00 p.m.

The party will take place at the Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail from 12:00 p.m. to 3:00 p.m., as applied, subject to all State regulations and local ordinances.

X. Old Business: None.

XI. New Business:

A. Consider, discuss, and act upon adopting a resolution for the Capital Improvements Program Plan for Fiscal Years 2025-2044.

B. Consider, discuss, and act upon adopting a resolution to request the Town’s legislative delegation to introduce and act to amend Chapter 44-3 of the General Laws entitled “Property Subject to Taxation”.

- C. Consider, discuss, and act upon authorizing a request for proposals for 2024 Statistical Revaluation Services subject to final review by the Town Solicitor.
 - D. Consider, discuss, and act upon adopting a resolution to request the Town's legislative delegation to introduce and act to amend Chapter 4-13 of the General Laws entitled "Dogs".
 - E. Consider, discuss, and act upon adopting a resolution in support of the Rhode Island League of Cities and Towns' 2024 legislative priorities.
 - F. Consider, discuss, and act upon authorizing a request for proposals for town-wide on-call plumbing services.
 - G. Consider, discuss, and act upon approving the Pension Funding Policy for the Police and Fire Pension Funds.
 - H. Consider, discuss, and act upon authorizing the American Legion Balfour-Cole Post #64 to hold monthly meetings at the East Smithfield Neighborhood Center when it is completed.
 - I. Consider, discuss, and act upon authorizing Change Order #3 for Phase 1B and Change Order #6 for Phase 1A to J.G. Edwards Construction for renovation work at the East Smithfield Neighborhood Center in an amount not to exceed twenty-four thousand, fifty-two dollars and zero cents (\$24,052.00).
 - J. Consider, discuss, and act upon authorizing Change Order #10 with Green Acres Landscaping and Construction Company, Inc. in the amount of nine hundred, ninety-one dollars and nineteen cents (\$991.19) to be paid through a private donation to amend the scoreboard design for the Boyle Athletic Field Complex.
 - K. Consider, discuss, and act upon approving tax abatements in the amount of three thousand, nine hundred, eighty-seven dollars and eighty-four cents (\$3,987.84).
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: FRIDAY, FEBRUARY 2, 2024

The public is welcome to any meeting of the Town Council or its sub-committees. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

MINUTES OF SMITHFIELD TOWN COUNCIL WORK SESSION

Date: Tuesday, January 23, 2024

Place: Smithfield Town Hall

Time: 5:30 P.M.

Present:

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

Hague, Sahady & Co. Raquel Machado
Hague, Sahady & Co. Taylor Mathews

Budget and Financial Review Board Member Kenneth Sousa
Budget and Financial Review Board Member Samantha Kerwin

A. Council President Lawton calls the Tuesday, January 29, 2024 Smithfield Town Council Work Session to order at 5:30 P.M.

B. Presentation and discussion of draft Audit Report for Fiscal Year Ending June 30, 2023 with Hague, Sahady & Co., P.C.

Ms. Machado states that she was the supervisor for the Town's audit. Ms. Machado further states that the audit begins with the Introductory Section which consists of the Transmittal Letter (which is a GFOA requirement), Organization Chart, List of Town Officials, and GFOA Certificate of Achievement from the prior year. Ms. Machado further states that the Town submitted their financial statements to the GFOA without any extensions, and it takes approximately six (6) to (8) months for the GFOA to review and respond with comments, observations or recommendations.

Ms. Machado reviews the Financial Statements which are broken down by the Independent Auditor's Report, Management Discussion and Analysis, basic financial statements, required supplementary information and other supplementary information.

Ms. Machado explains that there are two (2) reports that belong to the auditors: Independent Auditor's Report in which the auditor ensures that the financial reports represent fairly in all material respects and a report that discussions internal controls and compliance with regulations. Ms. Machado further explains that they have found an unmodified opinion and the Town received no findings for the fiscal year.

Below is a summary of the Fiscal Year Ending June 30, 2023:

- ***Independent Auditor's Report***
 - The Independent Auditor's Report will include an Unmodified Opinion, which indicates that the Statements are presented fairly in all material respects.
 - Auditor's Report provides an opinion on the Governmental Activities, Business-Type Activities, Each Major Fund, and the Aggregate Remaining Fund Information.
 - A Fund is considered a Major Fund if the:
 - Total assets and deferred outflows, or liabilities and deferred inflows, or revenues, or expenditures/expenses of that individual fund are at least 10% of the corresponding total for that fund category. AND
 - Total asset and deferred outflows, or liabilities and deferred inflows, or revenues, or expenditures/expenses of that individual fund type are at least 5% of the corresponding total for that all governmental and enterprise funds combined.
 - Major funds in FY2023 include General Fund, School Unrestricted and American Rescue Plan Act
- **Management's Discussion and Analysis (MD&A)**
 - Serves as a narrative overview and analysis of the Town's Financial Activities for the Fiscal Year ending June 30, 2023.
 - Presents financial highlights in the Government-Wide Financials and the Fund Financials.
- **Government-Wide Financial Statements (pages 18-21)**
 - Utilize the full accrual basis of accounting.
 - Statement of Net Position
 - Reports all assets, deferred outflows, liabilities, deferred inflows with the net amount being reported as net position.
 - Presentation of the aggregate amount of assets, liabilities and outflows for the governmental activities and business-type activities.
 - Total net position for both governmental activities and business-type activities: (\$17,556,705)
 - Unrestricted Net Position – (\$87,520,401) for the Governmental Activities. Deficit position is primarily the result of the Town's unfunded pension and OPEB liabilities and the issuance of the General Obligations Bond
 - Unrestricted Net position - \$8,382,355 for the business-type activities.
 - Statement of Activities
 - Reports the results of activities for fiscal year ending June 30, 2023.
 - Governmental Activities reported a surplus of (\$6,893,255) while Business-Type Activities reported a deficit of (\$383,409).
 - The information presented in the Statement of Activities does not utilize the same accounting recognition methods that the Town uses to prepare the budget. The Fund Level Statements will present the results in a manner consistent with the Town's budget practices.

Governmental Funds Exhibits (pages 22 -25)

- These exhibits focus on the current financial resources (modified accrual basis of accounting) and therefore include only current assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance.
- Major Fund are broken out separately while the aggregate remaining funds are combined in one column, “Non-Major Governmental Funds.” The details of the Non-Major governmental funds can be found in supplementary information, currently pages 156 to 191.
- The Balance Sheet on page 22 presents a snapshot of the financial position of the Town of Smithfield at June 30, 2023.
- Investments are valued at fair value (market value) while receivables are presented net of an estimated allowance for doubtful accounts.
 - Allowance is an estimate prepared by management. Allowance is normally based on past experience and future expectation. An allowance is recorded for past due tax receivables, EMS rescue fees, etc.
- Unavailable tax and fee revenue represents the amount of receivables at year end which are not considered available and therefore not recognized as revenue at June 30, 2023. Taxes are considered available and recognized as revenue if they are collected within 60 days of the end of the fiscal year.
- Fund Balance is broken down into 4 categories:
 - General Fund – Non-Spendable Fund Balance of \$889,340 represents the amount of prepaid expenditures and amounts of receivables (including interfund receivables) which are not expected to be collected within one year.
 - General Fund – Committed Fund Balance of \$5,939,625 represents amounts committed for specific purposes per Town Council ordinance. At June 30, 2023 the committed fund balance consisted of:
 - Re-appropriation of balances to 2024 expenditures - \$2,756,810
 - Capital expenditure carryover - \$3,182,815
 - General Fund – Unassigned Fund Balance – This represents the amount of Fund Balance that is not committed, restricted, or assigned for other purposes. In accordance with the Town’s Home Rule Charter, Fund Balance was to be maintained at 8% of the subsequent year’s budget. In accordance with the Charter, any amount in excess of the applicable percentage is to be allocated 80% to Capital Reserve Fund and 20% to Land Trust Reserve Fund.
- Statement of Revenues, Expenditures, and Changes in Fund Balances (page 24) presents the results of operations for the fiscal year ended June 30, 2023.
- Net change (income or loss) in Fund Balances or fiscal 2023 in accordance with GAAP:
 - General Fund – \$4,474, net gain
 - School Unrestricted Fund – (\$1,958,494), net loss.
 - Non-Major Governmental Fund – \$3,700,199 net gain.
- The details of the net decrease in fund balance for non-major governmental funds can be found on pages 156-191.,

- **Budgetary Basis for the Town’s General Fund and School Unrestricted Fund (pages 121-128)**
 - **Town’s General Fund**
 - Page 121 – positive revenue variance before other financing sources of \$378,979. Overall, revenues and other financing sources exceeded budgeted amounts by \$1,295,009.
 - Page 124 – positive expenditure and other financing uses variance of \$1,286,128. This is after including RUB carryover balances of \$2,756,810 which are available for use in fiscal 2024.
 - Budgetary Basis surplus fiscal 2023 is \$46,782
 - Page 125 provides reconciliation from GAAP to budgetary basis.
 - **School’s Unrestricted Fund**
 - Revenue surplus - \$93,110
 - Positive variance in expenditures before Other Financing Uses - \$41,506
 - Budgetary Deficit for fiscal 2023 – (\$1,958,494) (4.7% of the budget)
- **Enterprise Funds (pages 26-29)**
 - Page 26 – Statement of Net Position – reports all assets, deferred outflows, liabilities, deferred inflows, and net position utilizing full accrual basis of accounting.
 - Statement of Net Position presents a snapshot of these balances at June 30, 2023.
 - Restricted cash in Sewer Authority Fund represents the debt service reserve funds maintained by Wells Fargo in accordance with requirements of bond issuance.
 - All proprietary funds have positive Net Position at June 30, 2023.
 - Page 27 – Statement of Revenues, Expenses and Changes in Fund Net Position presents the results of operations for the fiscal year ended June 30, 2023.
 - **Sewer Authority** – Net loss of (\$566,412) for fiscal 2023 as compared to net loss of (\$535,073) for fiscal 2022. The change from fiscal 2022 is attributable to the additional \$217,513 which was transferred to the General Fund in accordance with the approved budget, along with an increase in operation expenses.
 - **Water Fund** – Net income of \$221,584 for fiscal 2023 versus \$248,615 for fiscal 2022. The change from fiscal 2022 is attributable to the additional \$236,962 which was transferred to the General Fund in accordance with the approved budget.
 - **Ice Rink** – Net loss of \$31,973 for fiscal 2023 versus net income of \$32,889 in 2022
 - **School Lunch Program** – Net loss in fiscal 2023 totaling \$6,608, versus net income of \$463,891 for fiscal 2022.
- **Fiduciary Funds (pages 30-31)**
 - Pension Trust Funds, OPEB Trust Fund, and Custodial Funds.
 - Measured utilizing full accrual basis of accounting
 - Investments are reported at fair value at June 30, 2023.
 - Police Pension Trust Net Position: \$13,747,842
 - Fire Pension Trust Net Position: \$30,096,183
 - OPEB Trust Fund Net Position: \$6,630,559
- **Required Supplementary Information (pages 121-155)**
 - General Fund Budgetary Comparison (pages 121-125)
 - School Unrestricted Fund Budgetary Comparison (pages 126-128)
 - Pension required exhibits – will continue to accumulate to include 10 years’ worth of data. (pages 129-152)
 - OPEB required exhibits (page 153-155)

- **Other Supplementary Information and Other Exhibits (pages 156-225)**
 - Non-Major Governmental Funds (pages 156-191)
 - Custodial Funds (page 192-193)
 - Funds that comprise the Town's General Fund (pages 194-195)
 - Schedule of Property Taxes Receivable (pages 196-197)
 - Annual Supplemental Transparency Report (MTP2) (pages 198-204)
 - Statistical Section (pages 205-225)

- **Other Items for Discussion**
 - Auditing Standards define a material weakness of controls as a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is defined as a deficiency, or combination of deficiencies, in internal control that is less severe than a material misstatement, yet important enough to merit attention by those charged with governance.
 - At this time there are no reports of any material weaknesses or significant deficiencies.

Motion to adjourn is made by Vice President Iannotti, seconded by Member Kilduff, to adjourn the work session. *Motion is approved by a unanimous 5/0 vote.*

Meeting adjourns at 6:20 p.m.

Town Clerk

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, January 23, 2024

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, January 23, 2024 Smithfield Town Council Meeting to order at 7:05 p.m.

At 6:30 p.m., a motion was made by Vice President Iannotti, seconded by Member Tassoni, 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 Beverly Tobin, Paul Dumouchel, and Ed DeMayo for possible appointment or reappointment to a Town board or commission, Section 42-46-5(a)(2); Existing Litigation, Case #PC-2019-10870 - Town of Smithfield vs. State of Rhode Island, and Section 42-46-5(a)(6); to review, consider, and discuss a prospective business to locate in the Town of Smithfield, RI. **Motion is approved by a unanimous 5/0 vote.**

Vice President Iannotti states that there was one vote taken in executive session to withdraw from litigation, Case #PC-2019-10870 - Town of Smithfield vs. State of Rhode Island.

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification

V. Presentations:

A. Smithfield Samaritan – Thomas J. Winfield.

Member Tassoni explains the following: He was involved with the Christmas parade, and he wanted to give Mr. Winfield a citation because of how hard it was to get this to come together. This involved a great dealing of moving parts, however, when it was complete, all those involved had a great time. This was the biggest crowd he had ever seen. He knows how hard Mr. Winfield worked, and it is very difficult when you have that many things to put together, and the numerous phone calls that are needed to be made.

The council members present Mr. Winfield with a Certificate of Recognition.

Mr. Winfield thanks the council for their recognition and reminds them that this is a team effort,

and everybody does a little bit. Mr. Winfield states that the Hallmark movies seen on TV are done here in Smithfield for one afternoon by taking some of that Christmas magic and extending it off into the Christmas season.

Senator David Tikoian, who is also a member of the All Lit Up Committee, presents Mr. Winfield with Certificate of Recognition.

B. Certificates of Recognition – Volunteer Emergency Management Staff.

Member Tassoni explains the following: He was able to spend time with EMA during all of the flooding, and the staff did a fantastic job. He also spent time at the EMA Headquarters. The individuals do not get paid, they put in a great deal of time and effort, and they help many people.

The council presents EMA Director Todd Manni and his staff with a Certificate of Recognition.

Director Manni thanks the council for their recognition and support over the years. Director Manni also thanks his team for their hard work.

VI. Minutes:

- A. Move that the minutes of the January 9, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Samantha Kerwin, Donald L. Clarke II, and Stephen M. Bailey for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed**

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the minutes of the January 9, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Samantha Kerwin, Donald L. Clarke II, and Stephen M. Bailey for possible appointment or reappointment to a Town board or commission be approved as recorded and sealed. **Motion is approved by a 3/0 vote. Member Kilduff and Member Tassoni abstain.**

- B. Move that the minutes of the January 9, 2024 open session meeting be approved as recorded.**

Vice President Iannotti explains that the he has an amendment for these minutes: on Page 10, under item D, there was no approval for a public hearing. This item was tabled because more work was need to be done with the ordinance language. The public hearing was not rescheduled.

Motion is made by Member Tassoni, seconded by Member Toppi, that the minutes of the January 9, 2024 open session meeting be approved as amended. **Motion is approved by a 4/0 vote. Member Kilduff abstains.**

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

A. Budget and Financial Review Board reappointment with a term expiring in January of 2027.

Vice President Iannotti states that the term is a five (5) year term, and should expire in January of 2029.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby reappoints Samantha Kerwin to the Budget and Financial Review Board for a term expiring in January 2029. **Motion is approved by unanimous 5/0 vote.**

B. Budget and Financial Review Board appointment with a term expiring in January of 2025.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Stephen M. Bailey Budget and Financial Review Board appointment with a term expiring in January of 2025. **Motion is approved by a unanimous 5/0 vote.**

C. Board of Assessment Review appointment with a term expiring in December of 2026.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Donald L. Clarke II to the Board of Assessment Review appointment with a term expiring in December of 2026. **Motion is approved by a unanimous 5/0 vote.**

D. Juvenile Hearing Board appointment with a term expiring in September of 2024.

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council hereby appoints Deana Mills to the Juvenile Hearing Board appointment with a term expiring in September of 2024. **Motion is approved by a unanimous 5/0 vote.**

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

Motion is made by Vice President Iannotti, seconded by Member Kilduff, that the Smithfield Town Council ratify your appointment of Trish Williams as second alternate to the Board of Canvassers for a term expiring in March of 2024. **Motion is approved by a unanimous 5/0 vote.**

F. Historic Preservation Commission appointment with a term expiring in February of 2024.

Motion is made by Vice President Iannotti, seconded by Member Toppi, to table this item to the next meeting. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings:

A. Schedule a public hearing on March 5, 2024 for the submission of the Town of Smithfield's 2023 annual RIPDES Stormwater Report to RIDEM.

Town Engineer Kevin Cleary explains the following: This is a public hearing request to schedule a public hearing for March 5, 2024 in the event public comments are received on the draft report. This report will be available for public viewing in mid-February. There was a great deal of public involvement in the stormwater program last year with FAF, which is a business located in Lark Industrial Park, along with a number of boy scouts and Eagle scouts. They did a stormwater identification tags on the drains that exist on the state highways. They did this with the states approval. This was a win for public education, outreach, and participation. Stormwater is a big discussion as of late, with all of the storms, therefore, it is imperative that this program continues to operate to the best of its ability.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council schedule a public hearing at the March 5, 2024 Town Council meeting to address and finalize any comments on the RIPDES small MS4 Annual Report for year 20. If no public comment is submitted, as outlined above, a public hearing is not required. **Motion is approved by a unanimous 5/0 vote.**

B. Conduct a show cause hearing to consider, discuss, and act upon the possible suspension, revocation, or other sanction regarding the listed Liquor Licenses due to non-renewal or non-compliance with the conditions of renewal:

1. Cedar Spill Group d/b/a “Cedar Spill”, 566 Putnam Pike, Unit 4 (Failure to produce a Certificate of Good Standing)
2. Chacon Restaurant, LLC d/b/a “Frank & John from Italy on the Water”, 743 Putnam Pike (Failure to pay outstanding tangible taxes)
3. Copperfield’s, Inc. d/b/a “Copperfield’s Bar & Grill”, 375 Putnam Pike, Unit 35 (Failure to produce a food business license)
4. Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike (Failure to produce a food business license)
5. El Taco Loco, LLC d/b/a “Don El Diablo Taqueria Y Tequila”, 55 Douglas Pike (Failure to produce a Certificate of Good Standing)
6. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Building C (Failure to produce a Certificate of Good Standing)
7. Val’s English Tea & Pie Shop, LLC d/b/a “Val’s English Tea & Pie Shop”, 466 Putnam Pike, Unit 1 (Failure to produce a Certificate of Good Standing)

President Lawton declares the public hearing open.

“**Cedar Spill**” - Steve Kiley, part owner of explains that he is currently up-to-date with fees/taxes with the state and they are being processed.

Town Clerk Antonuccio states that there was no clearance for “Cedar Spill” today.

Member Toppi questions how long it takes to receive clearance. Town Clerk Antonuccio states that we check it periodically throughout the day, and there have been clearances since the beginning of January.

Mr. Kiley fulfilled their obligation the day after they were subpoenaed.

Member Tassoni questions if this is their first time doing this. Mr. Kiley states it is his first time.

Member Kilduff suggests tabling this matter until the next meeting.

“Frank & John from Italy on the Water” - Town Clerk Antonuccio states that this establishment has fulfilled their requirements and have paid their tangible taxes. Town Clerk Antonuccio further states that they will be placed a on February agenda for renewal.

Karim Menebhi President of **“Copperfield’s”** explains that his establishment is completely done, however, they are not open yet. Mr. Menebhi further explains that the last thing needed to be done is inspections, and the Health Department is scheduled to do their inspection on Thursday, January 25, 2024 at 11:00 a.m. Mr. Menebhi reminds the members that they would not be able to get a license or open without that inspection.

Member Toppi states that Mr. Menebhi has his appointment scheduled, therefore, she is fine with that.

“Crudo” – Town Clerk Antonuccio states that this establishment failed to submit their Food Business License, which is generated by the Health Department inspection. Town Clerk Antonuccio further states that this establishment had their inspection, and there were a few minor things they needed to correct, however, the inspection stated that they met the minimum requirements to open. Town Clerk Antonuccio feels this is acceptable.

“Don El Diablo Taqueria Y Tequila” - Jenny Melendez, a representative for “Don El Diablo Taqueria Y Tequila explains that they are waiting for their Certificate of Good Standing, and today everything has been processed. Ms. Melendez further explains that this afternoon she called the representative at the state who asked that she submit returns for November and December of 2023.

Member Kilduff questions how long ago had she applied for the Certificate of Good Standing. Ms. Melendez states that they applied on January 2, 2024. Member Kilduff also questions why the Certificates of Good Standing are being held up at the state level. Town Clerk Antonuccio reminds the members that the state sends their paperwork to these establishments in July or early August. Solicitor Gallone reminds the members that the licenses expire in December.

Member Toppi states in order to be fair, this establishment is new, and she would be fine with tabling this matter to the next meeting.

“Tavolo Wine Bar & Tuscan Grille” – Town Clerk Antonuccio explains that Leonard Mello, the owner of this establishment is in Chicago, and is not able to attend this evening’s meeting. Town Clerk Antonuccio further explains that she has been in contact with him, and he has allegedly fulfilled his obligations with the state, however, there has been no clearance posted.

Member Toppi states that she understands he is a “repeat offender” and questions how many times he is been before the council for noncompliance.

Town Clerk Antonuccio explains that he has been before the council approximately three or four times. Town Clerk Antonuccio offers to give the members the exact number of times tomorrow.

Member Toppi states this hard matter because there are extenuating circumstances, however, he is a repeat offender.

“Val’s English Tea & Pie Shop” – President Lawton questions if this is a new establishment.

Town Clerk Antonuccio explains that this establishment received their license about a year ago, and it is their second time before the council. Town Clerk Antonuccio further explains that she has not heard from the owners. Solicitor Gallone questions when their application was submitted. Town Clerk Antonuccio states that she does not know when their applications was submitted to the state, and even if she did, they will not give out any information.

Town Manager Rossi questions when they would have received their packet from the state. Town Clerk Antonuccio states that their packets are mailed in July/early August. Town Manager Rossi states that there was time for establishments to submit their packets. Town Clerk Antonuccio further states that our packets are sent out early to ensure that they will be submitted to us be a deadline of October 1st, which allows for processing, retrieving missing documentation, and drafting an advertisement.

Paul Santucci, 109 Appletown Road questions the Town’s liability if they are operating without a Liquor License if something should happen on the premises, especially for someone who is a repeat offender. Vice President Iannotti questions if the license continues until the council acts upon it. Solicitor Gallone explains that the license expires. Town Clerk Antonuccio reminds the members that the license expires on December 1st. Vice President Iannotti questions if they are extended if the council does not act on them.

Solicitor Gallone states that they expire, and in instances in North Providence, the Division of Taxation has reached out to the Clerk with respect to expired Liquor Licenses and questioned the status and how they will enforce that fact that they have not complied with the Division of Taxation requirements. Solicitor Gallone further states that the Division of Taxation question if the Town of North Providence would be shutting those businesses down.

Member Tassoni questions if North Providence decided to shut those businesses down. Solicitor Gallone explains that the Certificate of Good standing was the sole item the Clerk’s Office was waiting for, and the businesses had applied. Solicitor Gallone further explains that within two (2) weeks, those businesses had cleared and were allowed to continue to operate.

Vice President Iannotti questions if someone were to have too much to drink and then get in their car and injure someone, what is the liability to the Town because they were operating with an expired license. Vice President Iannotti states that the council keeps giving these businesses second and third chances, when in fact, their license is expired.

Solicitor Gallone states that the Town would be dragged into whatever litigation comes “down the pike”.

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

Member Toppi suggest tabling these matters with the condition that they are not serving alcohol during the course of these two (2) weeks, which would be under the “honor system”. Member Toppi feels this is a good idea. Solicitor Gallone states that the council can choose to do that.

Vice President Iannotti questions if that would be the same as suspending the license until the council acts upon it again. Solicitor Gallone states that they can still serve food.

Town Manager Rossi states that all of the establishments serving alcohol be sent a letter immediately and notify the police department to have them check periodically. Town Manager further states that if they are not fulfilling their obligation by not serving alcohol, the Town will shut them down.

Member Toppi thinks this is fair, and this is the only time that the council would make this exception, however, sometimes there are extenuating circumstances that happen in life.

Member Kilduff questions if the Town would have any repercussion if a business violated that “honor system”. Member Tassoni states the Town would close them down.

Member Kilduff states that he is in favor of the majority of these licenses, however, he thinks that the license for “Tavolo” needs to be thought about again before the council decides to “kick” it to the next meeting because it won’t make a difference for this business. Member Kilduff questions if the council should take action on this now rather than “kicking” to next month.

Member Tassoni states that he would put them all in the same “bucket”; no liquor is to be served until their obligation is fulfilled.

Vice President Iannotti questions what would happen if they meet the conditions during the two (2) week period.

Motion is made by Member Toppi, seconded by Member Tassoni, to table “Cedar Spill”, “Copperfield’s”, “Crudo”, “Don El Diablo Taqueria Y Tequila”, “Tavolo Wine Bar & Tuscan Grille”, and Val’s English Tea & Pie Shop”, to the next meeting, with the condition that they are not serving alcohol during these two (2) weeks, and the Town will send them a letter immediately advising them of that, and if they were to be visited serving alcohol, then the Smithfield Town Council would immediately revoke the license. If they do meet the requirements by the next council meeting, the Smithfield Town Council will grant the license again. **Motion is approved by a unanimous 5/0 vote.**

C. Conduct a show cause hearing to consider, discuss, and act upon the possible suspension, revocation, or other sanction regarding the listed Victualling Only Licenses due to non-renewal or non-compliance with the conditions of renewal:

- 1. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike (Failure to produce necessary paperwork required for renewal)**

President Lawton declares the public hearing open.

Town Clerk Antonuccio states that this establishment has submitted their application, payment, and Retail Sales Permit. Town Clerk Antonuccio further states that they will be placed on the February 6, 2024 agenda for renewal.

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

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling Only License for Best Life Nutrition d/b/a “The Vibe Nutrition”, 285 George Washington Highway #4, as applied subject to compliance with all State regulations and local ordinances**

Motion is made by Member Toppi, seconded by Member Kilduff, that the Smithfield Town Council approve a new Victualling Only License for Best Life Nutrition d/b/a “The Vibe Nutrition”, 285 George Washington Highway #4, as applied subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon approving a new Private Detective License for Anthony J. Verdi, 75 Pleasant View Avenue, Smithfield, RI 02828 for his business “Confidential Surveillance and Investigations, LLC” as applied subject to compliance with all State regulations.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve a new Private Detective License for Anthony J. Verdi, 75 Pleasant View Avenue, Smithfield, RI 02828 for his business “Confidential Surveillance and Investigations, LLC” as applied subject to compliance with all State regulations. **Motion is approved by a unanimous 5/0 vote.**

- C. Consider, discuss, and act upon approving the renewal of three (3) Mobile Food Truck Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.**

- 1. KelCarQ, LLC d/b/a “Team Gotta Q”, to sell barbecue from a truck with RI Reg. 526-5785, 24 Barberry Hill, Cumberland, RI**
- 2. Pa’L Monte, LLC d/b/a “Pa’L Monte”, to sell empanadas from a truck with RI Reg. #35663, 285 Douglas Pike**
- 3. Rhode Island Kona, LLC d/b/a “Rhode Island Kona”, to sell only frozen ice from a truck with RI Reg. 21700, 4 Cider Lane, Smithfield RI**

Motion is made by Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the renewal of three (3) Mobile Food Truck Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. KelCarQ, LLC d/b/a “Team Gotta Q”, to sell barbecue from a truck with RI Reg. 526-5785, 24 Barberry Hill, Cumberland, RI
2. Pa’L Monte, LLC d/b/a “Pa’L Monte”, to sell empanadas from a truck with RI Reg. #35663, 285 Douglas Pike
3. Rhode Island Kona, LLC d/b/a “Rhode Island Kona”, to sell only frozen ice from a truck with RI Reg. 21700, 4 Cider Lane, Smithfield RI

Town Manager Rossi states that one of the Mobile Food Licenses listed is someone that likes to operate on Town property. Town Manager Rossi questions if they have completed their application for a Peddlers’ License. Town Clerk Antonuccio states that they have not completed their Peddlers’ License application.

Motion is approved by a unanimous 5/0 vote.

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon the acceptance of the Audit Report for Fiscal Year Ending June 30, 2023 prepared by Hague, Sahady & Co., P.C.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council accepts the audited financial statements for the Fiscal Year ended June 30, 2023, from the audit firm of Hague, Sahady & Co., P.C. **Motion is approved by a 4/0 vote. Member Toppi abstains.**

Member Toppi states that she cannot vote in good faith to accept this document for the following reasons: For her it is fairly completed stuff and the members had only three (3) days to read an over two hundred (200) page document, which the Town was not in control, which seems to be the case.

Member Toppi does not feel comfortable voting in the affirmation for this because it is a little “over her head”. Member Toppi further states that a work session was just held and a good explanation was given, however, her comfort level is just not there.

Vice President Iannotti questions why the council received this so late.

Town Manager Rossi explains the following: This was due to the delay from the actuaries providing the actuary reports to the auditors to complete by the December 31st deadline, however, the Town was able to “squeak in” that deadline. Completing and doing the final draft printing was the soonest he was able to get the printed copies from the auditors.

Vice President Iannotti questions if there is a deadline for this to be submitted to the state. Town Manager Rossi states the deadline was December 31, 2023, and the Town submitted this before that date. Town Manager Rossi further states that this acceptance allows this to be placed on the Town’s website and provides all of the financial institutions and bond agencies with this information.

Member Toppi questions why this cannot be extended for two (2) weeks. Town Manager Rossi explains that the audit was done by GASE and others, and there is not anything the Town can change or they would be in violation of how it was reviewed by the auditors. Town Manager Rossi further explains that the acceptance would allow the Town to have it available to the public.

Member Toppi also questions if the council has a deadline to accept this. Town Manager Rossi states that the council has no deadline to accept this Audit Report.

Vice President Iannotti does not feel there is an issue with moving this two (2) weeks. Town Manager Rossi states that delay in getting it out does not look good. Town Manager Rossi further states that he is even concerned about getting this out at this date, however, it has always been the practice when a vote is taken for acceptance, which makes it valid to provide it to others.

Vice President Iannotti questions there could be a problem with the rating agencies. Town Manager Rossi states it makes it appear that the Town did not complete their audit in time, however, it is public because it was submitted to the Auditor General.

B. Consider, discuss, and act upon authorizing a request for proposals for lavatory renovations at the Senior Center.

Senior Center Director, Scarlett Carreiro explains the following: She is looking to split up the lavatory renovations because a grant was received, and they are short from what has been received thus far for bids. The goal is to install an ADA bathroom stall so that they can become a heating/cooling station. She is looking to break up the proposals into four (4) pieces.

President Lawton questions if this is one (1) bathroom. Director Carreiro explains they will be installing the ADA stall, exhaust fan, move the toilet, make one (1) of the sinks handicap accessible, tiles, partitions, and salvage what they can.

Member Toppi questions how old the bathrooms are. Director Carreiro states that the bathrooms have been the same since the inception in 1995.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise RFP #24-110 Smithfield Senior Center – Lavatory Renovations – Ladies Room. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment:

Paul Santucci, 10 Appletown Road, explains the following: He has a copy of a letter from an Assistant Town Solicitor regarding an APRA that he filed on January 4, 2024. Mr. Santucci reads a portion of this letter which is related to the exploration of a possible private commercial development of a portion of Deerfield Park.

He did his homework with regard to Deerfield Park and he found two items that were not proper. One is dated April 25, 2000 and the other is dated November 8, 2000. The items are regarding the application by Richard Geldard, who was the Town Engineer at the time. There was a Recreation Agreement for Deerfield Park. The April 25, 2000 letter from Richard Tierney, Senior Planner,

states that this was in regard to the Deerfield Park reimbursement request from the Town. The letter provided a copy of the general provisions of the RI Open Space and Recreational Area Bonds and financial documentation for recreational grants. Part II of the letter gives continuing assurances that the intent of the parties adheres to the monies will be used under the Act for recreational and open space purposes and the assistance granted under the Agreement will result in an increase in the available land devoted to outdoor recreation or open space.

Further in the letter it states that the local (Town) agrees that the premises described in the agreement and the dated project boundary map be part of the Agreement is being acquired and developed under the Act, and without approval of the DEM it shall not be converted to other than public outdoor recreation or open space. The use shall be maintained in the public outdoor recreation or open space in perpetuity.

The November 8, 2000 document is also from Richard Tierney to Richard Geldard states that the Recreational Agreement for the Deerfield Park project along with the assurance of compliance basically states the exact same thing.

This is a pretty clear and unambiguous language that this site cannot be turned into an indoor soccer facility. The Town has no basis including Deerfield Park in its Open Space Inclusionary Zone in the Comprehensive Plan, therefore, an indoor soccer field that was proposed cannot be used under those circumstances.

At the April 12, 2023 Town Council meeting a public hearing was held and there were a number of ordinances that were bundled together. This is a Charter violation. Mr. Santucci references Section C- 2.13 of the Charter which explains each ordinance must be taken up on their own merit, and there should not have been one (1) motion.

Thomas Hodgkins, 200 Farnum Pike explains the following: During last year's budget process he addressed the council and the BFRB about lawsuits and legal fees that were incurred by the Greenville Library. At that point last year, the library had spent well over \$100,000 of its own legal fees and then paid a judgement in excess of \$60,000.

A baseline explanation for the residents is transparency from Town representatives, and he does not think that was reflected in the budget process. The scope and fees of these suits had been incurred and not disclosed to the Town or to the taxpayers. He requested those fees via an APRA request, and the library charged him \$42.

He also requested, during the budget process last year the library's audited financial statements, which they refused to provide to him until after the council had voted on the budget.

At last year's budget work session, representatives of the Greenville Library told the council that the lawsuits were over and all legal fees had been paid. Earlier this month the court entered a Judgement for the Greenville Library to pay an additional \$18,000 in legal fees, and that amount does not include the fees incurred by the library for their own lawyers since 2023. Over \$100,000 he referenced earlier was only up until 2022. It is unclear to him why the library represented to the Town and the taxpayers that the lawsuit was over and all fees had been paid.

This was clearly not the case. It is also unclear to him that during the budget process the estimate went uncorrected by Town representatives when the statement was demonstratively inaccurate.

He asked questions about the payment of the fees last year, and the library told the council and the BFRB, that the fees were paid through the Reserve Fund, however, their minutes do not reflect a vote to withdraw from the Reserve Fund for payment of legal fees. An alternate explanation that was provided was that the legal fees were paid for by gifts/contributions to the library. After reviewing the audited financial statements, he found that this could not be true. Gifts to the library in 2022 totaled \$25,000 and the legal fees that year were \$41,000. In 2021, gifts to the library were \$38,000 and the legal fees were \$47,000.

He addresses the statements prepared by the same auditing firm the Town uses. It is his understanding that it is not the Town's practice to review these statements during the budget process, and he thinks this should change.

He asked during tonight's work session if outstanding Judgements should be disclosed in an audit, the answer was "yes". Their FY2022 audit failed to report the unpaid Judgement of \$60,000, which was accruing interest at that point. It also failed to disclose the additional lawsuit filed against the library in February 2022.

These misrepresentations raise concerns about the reliability of the audit, concerns about what information was provided to the auditors, and what the auditors did to confirm the accuracy of those statements.

Mr. Hodgkins expresses his concerns about open meeting violations because the Library Board met a number of times last year and failed to post public notice of their meetings with the Secretary of State (five meetings). That is five (5) separate violations for the meetings and five (5) violations for failing to post meeting minutes.

Mr. Hodgkins addresses the Conflict of Interest Policy, which was a sound recommendation by the Charter Review Commission and the voters overwhelmingly approved, a Conflict of Interest Policy. He feels any legitimate nonprofit should have this, and certainly a nonprofit that administers \$1M of taxpayer money. The library does not enforce any such policy.

He brings these issues up so that the Town will address them during budget process and prevent this from happening again. He does not think the taxpayers should have to fund a "bailout". The taxpayers are entitled to a transparent budget and to be able to rely on the statements of Town representatives.

After looking at the budget this year, the library provided sworn testimony about the lawsuit, and part of that testimony they stated that they have the sole and exclusive authority to maintain and adopt its annual budget and finances. The Town does not have the authority to amend its budget, and they have no obligation to obtain approval regarding its budget from the Town or any other public body.

Mr. Hodgkins feels that is a "slap in the face" to the taxpayers who give the library \$1M a year in addition to a Capital Improvement Plan and ARPA funds.

Mr. Hodgkins feels the council should recommend looking into this because he does not think the BFRB can do this on their own.

Member Tassoni questions if Mr. Hodgkins filed a complaint with regard to the violations found on the Secretary of State's website. Mr. Hodgkins states that he did not file a complaint because the outcome of the complaint would potentially be that the AG's Office would issue a fine against the library, and the library would come to the council requesting more money next year because they had to pay fines. Mr. Hodgkins feels it is an undisputed violation, but why charge the taxpayers for it.

Member Tassoni feels a complaint would put them on notice that they need to do it; if you find something, you should say something.

Paul Santucci, 10 Appletown Road, explains the following: In 2017 or 2018, Dr. Ronald Machtley helped the Town with a board that looked at the viability of making one (1) Town library, by way of merging Greenville Library and the East Smithfield Library to create the Smithfield Public Library. There would be one (1) budget and one (1) board. Mr. Santucci feels this would eliminate many of these problems. You may be able to have two (2) separate operations. When they looked at it originally, there were cost savings and there could be other savings as well. Mr. Santucci encourages the council to look into this during this budget cycle.

Member Tassoni questions why they did not do that. Mr. Santucci states that the libraries were adamant that they could not make those types of changes because they were on two (2) completely different systems in terms of cataloging. Mr. Santucci feels that if the Town is the "funding mechanism" both boards should be brought together and let them know this is how much money there is to spend.

Member Kilduff feels this is an interesting conversation to have, but not under "Public Comment".

Vice President Iannotti suggests adding this to the BFRB's agenda to have them look into the feasibility of merging the two (2) libraries. Vice President Iannotti feels that it is important to keep both libraries because they are relied upon, however, it could be an administration issue.

Marisa Riccardi, 21 Lodgepole Lane, states she is an abutter to the parcel of land for the indoor soccer facility, and she questions if the council has received an inquiry, a proposal, or any other communication regarding this development. Ms. Riccardi also questions each council member's position on this development if the answer is "yes" to receiving an inquiry, proposal, or communication.

Member Kilduff explains to Ms. Riccardi that this is "Public Comment" not Public Q & A. Member Kilduff offers to answer her questions after the meeting.

Ms. Riccardi asks how the public will hear the answer. Ms. Riccardi states that the perception is that the council is being clandestine. Member Kilduff states that Ms. Riccardi is being very misled.

President Lawton explains this was discussed in Executive Session.

Ms. Riccardi questions what information the public is entitled to.

President Lawton explains that during the “Public Comment” portion of the meeting, comments can be made, however, no questions can be asked.

XIII. Adjournment:

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

Meeting adjourns at 8:08 p.m.

Town Clerk



Town of Smithfield

OFFICE OF FINANCE DIRECTOR/TAX COLLECTOR
64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917
TELEPHONE: (401) 233-1072 FACSIMILE: (401) 233-1060
EMAIL: CCHOINIERE@SMITHFIELDRI.GOV

CAITLYN CHOINIÈRE, RICC
FINANCE DIRECTOR

January 29, 2024

TO: Smithfield Town Council

FROM: Caitlyn Choiniere, Finance Director

SUBJECT: Capital Improvements Program Plan for 2025-2044, Twenty (20) Year Plan.

As stated in Section 5.14 of the Town Charter, the Capital Improvements Program Plan for FY 2025-2044 has been submitted by the various Town Departments and has been analyzed by the Capital Committee, which consists of eleven (11) members. Three (3) members of the School Department (One member of the School Committee, the School Superintendent, and School Department's Facilities Director). Additionally, there will be two (2) members of the Budget and Financial Review Board, one (1) member of the Asset Management Commission, the Town Finance Director, the Town Planner, two (2) Town Council Members (selected by the Town Council President) and the Town Manager.

This plan is provided to you for your review and, if appropriate, your acceptance. Please be aware that your approval does not authorize any spending or appropriate any funds. This document will be utilized as a guide in the preparation of the annual budget.

The Town Manager and myself will be available for any questions that you may have prior to the meeting and during the Public Hearing.

I must emphasize that this CIP Plan is just that – A PLAN - and is in no way binding or obligatory on the Council for future considerations.

MOTION:

That the Smithfield Town Council accepts the Capital Improvement Program Plan for the Fiscal Year 2025-2044.



TOWN OF SMITHFIELD
CAPITAL IMPROVEMENT PROGRAM PLAN 2025-2029

Summary Table of Capital Improvement Projects

	Dept.	Comm.				Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Total	
CIP #	Ranking	Ranking	Office/Department	Location	Project Name	2,025	2026	2,027	2,028	2,029	Capital	Funding Source
											Costs	
25-PD-01	1	1	Police Department	215 Pleasant View Avenue	Vehicle Replacement Program	240,000	240,000	240,000	260,000	260,000	1,240,000	Special Revenue-Equipment Reserve
25-PD-02	1	1	Police Department	Spragueville Road	Firearms Training Facility Construction	250,000	-	-	-	-	250,000	Special Revenue-Equipment Reserve/Capital Reserve Fund
25-PD-03	1	1	Police Department	215 Pleasant View Avenue	Traffic Messaging Signs	18,000	18,000	-	-	-	36,000	Special Revenue-Equipment Reserve
25-PD-04	1	1	Police Department	215 Pleasant View Avenue	Gun Replacement Program	30,000	-	-	-	-	30,000	Special Revenue-Equipment Reserve
25-PD-05	1	1	Police Department	215 Pleasant View Avenue	Capital Leasing Program	67,918	67,918	-	-	-	135,836	Special Revenue-Equipment Reserve
25-PD-06	1	1	Police Department	215 Pleasant View Avenue	Capital Leasing Program	43,581	43,581	43,581	-	-	130,743	Special Revenue-Equipment Reserve
25-PD-07	1	1	Police Department	215 Pleasant View Avenue	Taser Replacement Program	12,000	12,000	-	-	-	36,000	Special Revenue-Equipment Reserve
					Totals - Police Department	661,499	381,499	295,581	260,000	260,000	1,858,579	
25-FD-01	1	1	Fire Department	Town-Wide	Protective Clothing - FF Turnout Gear	60,000	60,000	60,000	60,000	60,000	300,000	Special Revenue Rescue/EMS Billing
25-FD-02	2	2	Fire Department	Town-Wide	Administrative Vehicle Replacement Program	-	50,000	-	-	50,000	100,000	Special Revenue Rescue/EMS Billing
25-FD-03	1	1	Fire Department	607 Putnam Pike	Station #1 Renovations	50,000	350,000	350,000	580,000	-	1,330,000	Special Revenue Rescue/EMS Billing
25-FD-04	2	2	Fire Department	66 Farnum Pike	Station #2 Renovations	-	-	-	30,000	300,000	330,000	Special Revenue Rescue/EMS Billing
25-FD-05	1	1	Fire Department	15 Log Road	Station #3 Renovations	50,000	200,000	325,000	395,000	-	970,000	Special Revenue Rescue/EMS Billing
25-FD-06	1	1	Fire Department	Town-Wide	Engine 1 - Capital Leasing Program	120,000	120,000	120,000	120,000	-	480,000	Special Revenue Rescue/EMS Billing
25-FD-07	1	1	Fire Department	Town-Wide	Rescue 3 - Capital Leasing Program	68,500	68,500	68,500	68,500	68,500	342,500	Special Revenue Rescue/EMS Billing
25-FD-08	2	2	Fire Department	Town-Wide	Fire Hose Replacement	15,000	15,000	15,000	15,000	-	60,000	Special Revenue Rescue/EMS Billing
25-FD-09	1	1	Fire Department	Town-Wide	Replace 1 set of Jaws of Life	55,000	-	-	-	-	55,000	Special Revenue Rescue/EMS Billing
25-FD-10	1	1	Fire Department	15 Log Road	Construct Morton Building at Log Road Station	95,000	-	-	-	-	95,000	Special Revenue Rescue/EMS Billing
25-FD-11	1	1	Fire Department	Town-Wide	Engine 2 - Capital Leasing Program	-	-	-	-	175,000	175,000	Special Revenue Rescue/EMS Billing
25-FD-12	1	1	Fire Department	Town-Wide	Rescue 1 - Capital Leasing Program	-	72,000	72,000	72,000	72,000	288,000	Special Revenue Rescue/EMS Billing
					Totals - Fire Department	513,500	935,500	1,010,500	1,340,500	725,500	4,525,500	
25-DPW-01	1	1	Public Works	Public Works Garage - 3 Spragueville Road	DPW Main Maintenance Garage Renovations - Construction	1,500,000	100,000	-	50,000	-	1,650,000	General Fund
25-DPW-02	1	2	Public Works	Public Works Garage - 3 Spragueville Road	Portable Heavy Truck Lifts	-	125,000	-	-	-	125,000	General Fund
25-DPW-03	1	2	Public Works	Public Works Garage - 3 Spragueville Road	DPW Old Animal Control Building	40,000	-	-	-	-	40,000	General Fund/Water Supply Board
25-DPW-04	1	1	Public Works	Public Works Garage - 3 Spragueville Road	DPW Main Maintenance Garage Floor Repairs	50,000	-	-	-	-	50,000	General Fund
25-DPW-05	1	1	Public Works	Public Works Garage - 3 Spragueville Road	DPW Equipment/Fleet Replacement Program	225,000	550,000	310,000	320,000	320,000	1,725,000	General Fund
					Totals - Public Works Department	1,815,000	775,000	310,000	370,000	320,000	3,590,000	
25-P&R-01	2	2	Parks & Recreation	Whipple Field Complex	Whipple Field Renovations	10,000	10,000	10,000	10,000	10,000	50,000	General Fund
25-P&R-02	3	3	Parks & Recreation	Whipple Field Complex	Whipple Field Entrance and Parking	110,000	115,000	-	-	-	225,000	General Fund
25-P&R-03	1	3	Parks & Recreation	Burgess Field	Burgess Field Rehab	-	35,000	35,000	-	-	70,000	General Fund
25-P&R-04	3	3	Parks & Recreation	Deerfield Park	Deerfield Park Parking Lot Expansion	10,000	150,000	-	-	-	160,000	General Fund
25-P&R-05	1	1	Parks & Recreation	Town-Wide	Truck Replacement Program	76,500	76,500	-	35,000	35,000	223,000	General Fund
25-P&R-06	1	2	Parks & Recreation	Willow Field	Willow Field Complex	75,000	75,000	75,000	-	-	225,000	State Grant
25-P&R-07	3	3	Parks & Recreation	Burgess Field	Burgess Field Lighting	350,000	-	-	-	-	350,000	Impact Fees
25-P&R-08	1	1	Parks & Recreation	Deerfield Park	Tennis and Basketball Court Replacement	-	-	-	500,000	-	500,000	General Fund/Impact Fees
25-P&R-09	1	1	Parks & Recreation	Town-Wide	Mower Replacement Program	35,000	75,000	35,000	-	-	145,000	General Fund
					Totals - Parks & Recreation	666,500	536,500	155,000	545,000	45,000	1,948,000	
25-SC-01	1	2	Senior Center	1 William J Hawkins Trail	Vehicle Replacement Program	-	92,000	-	-	-	92,000	General Fund
					Totals - Senior Center	-	92,000	-	-	-	92,000	
25-SCH-01	1	1	School Department	Smithfield High & Gallagher Middle School	Upgrade and Renovate ISE Rooms	100,000	-	-	-	-	100,000	Capital Reserve Fund
25-SCH-02	1	1	School Department	Town-Wide School Department	Vehicle Replacement	146,000	-	-	5,000	178,000	329,000	School Fund Balance/School Nutrition Fund Balance
25-SCH-03	4	2	School Department	Smithfield High School	SHS Bathroom Renovations	58,000	250,000	500,000	750,000	500,000	2,058,000	Capital Reserve Fund
25-SCH-04	1	1	School Department	Smithfield High School	Renovation of HS Culinary and Small Theater Rooms	-	-	100,000	550,000	-	650,000	Capital Reserve Fund
25-SCH-05	2	2	School Department	Smithfield High School	Abatement of and Replacement of Existing Flooring	-	-	-	1,405,716	1,405,716	2,811,432	Capital Reserve Fund
25-SCH-06	2	2	School Department	Smithfield High School	Doors & Door Hardware Replacements	-	140,000	134,600	134,600	134,600	543,800	Capital Reserve Fund
25-SCH-07	4	4	School Department	Smithfield High School	Courtyard Project	-	80,000	77,000	-	-	157,000	Capital Reserve Fund
25-SCH-08	2	2	School Department	Smithfield High School	Locker Room Renovations	-	-	-	-	150,000	150,000	Capital Reserve Fund
25-SCH-09	1	1	School Department	Smithfield High School	Generator & Fire Suppression Project	-	150,000	-	500,000	500,000	1,150,000	Capital Reserve Fund
25-SCH-10	1	1	School Department	Smithfield High School	Ceiling Replacement Projects	-	65,000	50,000	60,000	-	175,000	Capital Reserve Fund
25-SCH-11	4	4	School Department	Smithfield High School	Window Replacement	-	-	150,000	150,000	150,000	450,000	Capital Reserve Fund
25-SCH-12	3	3	School Department	Smithfield High School	Placement of Master Clock & Intercom System	-	-	-	-	235,000	235,000	Capital Reserve Fund
25-SCH-13	3	3	School Department	Smithfield High School	Misc. Renovation Projects	-	-	-	231,050	231,050	462,100	Capital Reserve Fund
25-SCH-14	2	2	School Department	Gallagher Middle School	Abatement of & Replacement of Existing Floor	140,700	140,700	140,700	140,700	140,700	703,500	Capital Reserve Fund
25-SCH-15	2	2	School Department	Gallagher Middle School	Doors & Door Hardware Replacements	-	78,716	78,716	78,716	78,716	314,864	Capital Reserve Fund
25-SCH-16	4	2	School Department	Gallagher Middle School	Bathroom Renovations	-	180,000	180,000	180,000	180,000	720,000	Capital Reserve Fund
25-SCH-17	4	4	School Department	Gallagher Middle School	Window Replacement	-	-	226,350	226,350	226,350	679,050	Capital Reserve Fund
25-SCH-18	1	1	School Department	Gallagher Middle School	Generator & Fire Suppression Project	-	-	225,000	300,000	850,000	1,375,000	Capital Reserve Fund
25-SCH-19	1	1	School Department	Gallagher Middle School	Ceiling Replacement Projects	-	-	-	134,682	134,682	269,364	Capital Reserve Fund
25-SCH-20	1	1	School Department	Smithfield High & Gallagher Middle School	Painting Office/Classrooms & Elevator Renovations	87,500	87,500	5,000	-	-	180,000	Capital Reserve Fund
25-SCH-21	3	3	School Department	Pleasant View Elementary	Replace Furniture, Sinks, Painting	-	-	-	325,000	150,000	475,000	Capital Reserve Fund

TOWN OF SMITHFIELD
CAPITAL IMPROVEMENT PROGRAM PLAN 2025-2029
Summary Table of Capital Improvement Projects

	Dept.	Comm.				Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Total	
CIP #	Ranking	Ranking	Office/Department	Location	Project Name	2,025	2026	2,027	2,028	2,029	Capital Costs	Funding Source
25-SCH-22	2	2	School Department	Pleasant View and Old County Rd Elementary Schools	New Elementary Playgrounds (PVES & OCRS) & Upgrade to Courtyard (PVES)	-	-	50,000	525,000	200,000	775,000	Capital Reserve Fund
25-SCH-23	1	1	School Department	Town-Wide Schools	District Wide Air Conditioning Installation	-	-	-	2,190,000	1,350,000	3,540,000	Capital Reserve Fund
25-SCH-24	1	1	School Department	Smithfield High & Gallagher Middle School	Library Media Center Renovations	-	-	-	255,000	375,000	630,000	Capital Reserve Fund
25-SCH-25	1	1	School Department	Smithfield High & Gallagher Middle School	Classroom Furniture	121,100	121,100	121,100	121,100	121,100	605,500	Capital Reserve Fund
25-SCH-26	1	1	School Department	Smithfield HS, MS Old County, Pleasant View, LaPerche	Security Camera Upgrades; Server Replmt; Wireless Access Point Upgrades	-	36,000	224,000	261,600	-	521,600	Capital Reserve Fund
25-SCH-27	2	2	School Department	Smithfield High & Gallagher Middle School	Improvement of Athletic Fields HS & MS	-	-	-	550,000	225,000	775,000	Capital Reserve Fund
25-SCH-28	1	1	School Department	Gallagher Middle School	Purchase & Install of Classroom Trailers	-	-	-	-	500,000	500,000	Capital Reserve Fund
25-SCH-29	1	1	School Department	Central Administration	Renovation of Central Admin to include School Programs	-	-	-	-	3,035,000	3,035,000	Capital Reserve Fund
25-SCH-30	1	1	School Department	Smithfield High School	Renovation of High School Science Labs	-	-	-	242,400	-	242,400	Capital Reserve Fund
25-SCH-31	4	4	School Department	Pleasant View Elementary	Bathroom Renovations	-	-	-	-	200,000	200,000	Capital Reserve Fund
25-SCH-32	1	1	School Department	Smithfield High School	Smithfield High School Roof Replacement (Partial)	125,000	-	-	-	-	125,000	Capital Reserve Fund
					Totals - School Department	778,300	1,329,016	2,262,466	9,316,914	11,250,914	24,937,610	
25-ESPL-01	1	1	East Smithfield Public Library	50 Esmond Street	HVAC and Vents	127,920	-	-	-	-	127,920	General Fund
25-ESPL-02	3	3	East Smithfield Public Library	50 Esmond Street	Gutter and Fascia Replacement	-	15,750	-	-	-	15,750	General Fund
					Totals - East Smithfield Public Library	127,920	15,750	-	-	-	143,670	
25-GPL-01	1	1	Greenville Public Library	573 Putnam Pike	GPL - Roof	-	-	120,000	-	-	120,000	Capital Reserve Fund
					Totals - Greenville Public Library	-	-	120,000	-	-	120,000	
25-TA-01	2	2	Town Administration	Town-Wide	Technology Upgrades	-	-	130,000	-	60,000	190,000	General Fund
25-TH-01	2	2	Town Hall	64 Farnum Pike	Town Hall Renovations	50,000	-	40,000	-	60,000	150,000	General Fund
25-TH-02	1	2	Town Hall	64 Farnum Pike	Vehicle Replacement Program	-	30,000	-	30,000	-	60,000	General Fund
25-TH-03	1	1	Town Hall	64 Farnum Pike	Handicap Accessibility Ramp	55,000	70,000	-	-	-	125,000	General Fund
25-TH-04	2	2	Town Hall	64 Farnum Pike	HVAC Replacement	300,000	-	-	-	-	300,000	General Fund
					Totals - Town Hall & Town Administration	405,000	100,000	170,000	30,000	120,000	825,000	
25-ENG-01	2	2	Engineering	Indian Run Trail, Wampum Trail & Black Hawk Trail	Indian Run Trail Culvert & Sidewalk	75,000	255,000	395,000	240,000	100,000	1,065,000	General Fund/Impacts Fees/State Grant
25-ENG-02	2	2	Engineering	Near #304 Mountindale Road, Stillwater River	Mountindale Road Culvert Replacement	330,000	475,000	-	-	-	805,000	General Fund/Impacts Fees/State Grant
25-ENG-03	2	2	Engineering	Spencer Street (between Barnes St. & Sutton St.)	Spencer Street Drainage System Replacement	825,000	800,000	-	-	-	1,625,000	General Fund/Impact Fees
25-ENG-04	4	4	Engineering	Thurber Boulevard	Thurber Boulevard Sidewalk Project	-	45,000	650,000	250,000	-	945,000	General Fund/State Grant/Impact Fees
25-ENG-05	4	4	Engineering	Capron & Stillwater Road	Capron Road Sidewalk Project	15,000	25,000	160,000	150,000	-	350,000	General Fund/State Grant
25-ENG-06	4	4	Engineering	#4 Julien Street	Julien Street Culvert Replacement	25,000	15,000	165,000	50,000	-	255,000	General Fund
25-ENG-07	4	4	Engineering	Cross Street, between Whipple Ave & Stillwater Road	Cross Street Improvement Project	-	30,000	220,000	125,000	1,575,000	1,950,000	General Fund/RI Infrastructure Bank/Impact Fees/State Grant
25-ENG-08	4	4	Engineering	Stillwater Road from Homestead Ave to River Road	Stillwater Road Sidewalk Project	-	-	30,000	40,000	250,000	320,000	General Fund
25-ENG-09	4	4	Engineering	Camp Sheppard - Sprague Upper Reservoir Dam Studies	Camp Shepard-Sprague Upper Reservoir Dam Improvement Project	45,000	50,000	25,000	680,000	425,000	1,225,000	General Fund/RI Infrastructure Bank/Impact Fees
					Totals - Engineering Department	1,315,000	1,695,000	1,645,000	1,535,000	2,350,000	8,540,000	
25-ICE-01	1	1	Ice Rink	109 Pleasant View Avenue	New Ice Resurfacing Machine (Zamboni Electric 552)	225,000	-	-	-	-	225,000	Ice Rink Reserve Fund
25-ICE-02	2	2	Ice Rink	109 Pleasant View Avenue	New Cooling Tower	-	350,000	-	-	-	350,000	Ice Rink Reserve Fund
25-ICE-03	3	2	Ice Rink	109 Pleasant View Avenue	New Desiccant Dehumidification System	-	-	275,000	-	-	275,000	Ice Rink Reserve Fund
25-ICE-04	4	2	Ice Rink	109 Pleasant View Avenue	New Ice Resurfacer Garage	-	-	-	325,000	-	325,000	Ice Rink Reserve Fund
25-ICE-05	5	3	Ice Rink	109 Pleasant View Avenue	Ice Rink Parking Lot Replacement	-	-	-	-	800,000	800,000	Ice Rink Reserve Fund
					Totals - Ice Rink	225,000	350,000	275,000	325,000	800,000	1,975,000	
25-SEW-01	1	1	Sewer Authority	Town-Wide Sewer System	SSES Program (Sanitary Sewer Evaluation Studies)	70,000	70,000	95,000	95,000	120,000	450,000	Sewer Authority Reserve Fund
25-SEW-02	1	1	Sewer Authority	20 Esmond Mill Drive - WWTF	WWTF Primary Tank Cover	-	-	-	45,000	275,000	320,000	Sewer Authority Reserve Fund
25-SEW-03	1	1	Sewer Authority	20 Esmond Mill Drive - WWTF	Primary Treatment System Component Upgrades	145,000	90,000	145,000	-	-	380,000	Sewer Authority Reserve Fund
25-SEW-04	2	2	Sewer Authority	20 Esmond Mill Drive - WWTF	Sludge Tanks Drive Equipment	110,000	80,000	50,000	-	-	240,000	Sewer Authority Reserve Fund
25-SEW-05	3	3	Sewer Authority	20 Esmond Mill Drive - WWTF	WWTF Buildings, Roofing & HVAC Upgrades	300,000	275,000	-	-	-	575,000	Sewer Authority Reserve Fund
25-SEW-06	3	3	Sewer Authority	20 Esmond Mill Drive - WWTF	WWTF Secondary Treatment System Upgrades	-	40,000	140,000	130,000	110,000	420,000	Sewer Authority Reserve Fund
25-SEW-07	4	4	Sewer Authority	20 Esmond Mill Drive - WWTF	WWTF Chlorination & Disinfection System Upgrades	-	-	25,000	170,000	205,000	400,000	RI Infr. Bank/Sewer Authority Reserve Fund
25-SEW-08	4	2	Sewer Authority	20 Esmond Mill Drive - WWTF	WWTF Bathroom Upgrades	40,000	185,000	145,000	205,000	-	575,000	Sewer Authority Reserve Fund
25-SEW-09	2	2	Sewer Authority	Between Stillwater Rd & Capron Rd - Woonasquatucket	Stillwater Interceptor Upgrade - Collection System	135,000	150,000	-	-	-	285,000	Sewer Authority Reserve Fund/State Grant
25-SEW-10	2	2	Sewer Authority	Camp Street, off Waterman Avenue	Camp Street Pump Station Upgrade - Collection System	50,000	500,000	325,000	300,000	440,000	1,615,000	Sewer Authority Reserve Fund/RI Infr. Bank
25-SEW-11	3	3	Sewer Authority	Whipple Avenue at Cross Street	Whipple Avenue Pump Station Upgrade - Collection System	50,000	-	50,000	50,000	325,000	475,000	Sewer Authority Reserve Fund/RI Infr. Bank
25-SEW-12	4	4	Sewer Authority	Latham Farm Road & Burlingame Road	Latham Farm & Burlingame Pump Station Generators	15,000	85,000	105,000	85,000	-	290,000	Sewer Authority Reserve Fund
25-SEW-13	4	4	Sewer Authority	Various Pump Stations - Town-Wide & WWTF	Collection System & Pump Station Bypass Portable Pumping Equipment	105,000	105,000	105,000	330,000	105,000	750,000	Sewer Authority Reserve Fund/RI Infr. Bank
					Totals - Sewer Authority	1,020,000	1,580,000	1,185,000	1,410,000	1,580,000	6,775,000	
25-WTR-01	1	1	Water Supply Board	GWH, Appian Way, Farnum Pk, Pleasant View Dr.	GWH Water Main Installation	2,000,000	-	-	2,200,000	-	4,200,000	Water Supply Reserve Fund
25-WTR-02	1	1	Water Supply Board	Burlingame Road	Log Road Pump Station Upgrades	180,000	-	-	-	-	180,000	RI Infrastructure Bank
25-WTR-03	1	1	Water Supply Board	Rte. 7 as it crosses the Rte. 295 Bridge	Water Main Replacement Rte. 7 & Rte. 295 Bridge	1,500,000	-	-	-	-	1,500,000	Water Supply Reserve Fund
					Totals - Water Supply Board	3,680,000	-	-	2,200,000	-	5,880,000	

TOWN OF SMITHFIELD
 CAPITAL IMPROVEMENT PROGRAM PLAN 2025-2029
Summary Table of Capital Improvement Projects

	Dept.	Comm.				Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Total	
CIP #	Ranking	Ranking	Office/Department	Location	Project Name	2,025	2026	2,027	2,028	2,029	Capital	Funding Source
											Costs	
					OVERALL TOTALS	11,207,719	7,790,265	7,428,547	17,332,414	17,451,414	61,210,359	
					General Fund	6,282,719	5,860,265	5,968,547	13,397,414	15,071,414	46,580,359	
					Enterprise Funds	4,925,000	1,930,000	1,460,000	3,935,000	2,380,000	14,630,000	
					Overall Totals	11,207,719	7,790,265	7,428,547	17,332,414	17,451,414	61,210,359	
					General Fund Committee Ranking Sorted							
					Priority 1	3,809,019	2,583,099	2,481,181	7,080,282	8,034,282	23,987,863	
					Priority 2	1,918,700	2,716,416	1,749,016	4,089,732	3,594,732	14,068,596	
					Priority 3	470,000	315,750	35,000	556,050	616,050	1,992,850	
					Priority 4	85,000	245,000	1,703,350	1,671,350	2,826,350	6,531,050	
						6,282,719	5,860,265	5,968,547	13,397,414	15,071,414	46,580,359	
					Enterprise Funds Committee Ranking Sorted							
					Priority 1	4,120,000	160,000	240,000	2,340,000	395,000	7,255,000	
					Priority 2	335,000	1,265,000	795,000	830,000	440,000	3,665,000	
					Priority 3	350,000	315,000	190,000	180,000	1,235,000	2,270,000	
					Priority 4	120,000	190,000	235,000	585,000	310,000	1,440,000	
						4,925,000	1,930,000	1,460,000	3,935,000	2,380,000	14,630,000	

**TOWN OF SMITHFIELD
CAPITAL IMPROVEMENT PROGRAM PLAN 2030-2044**
Summary Table of Capital Improvement Projects

CIP #	Dept. Ranking	Comm. Ranking	Office/Department	Location	Project Name	Fiscal Year 2030	Fiscal Year 2031	Fiscal Year 2032	Fiscal Year 2033	Fiscal Year 2034	Fiscal Year 2035	Fiscal Year 2036	Fiscal Year 2037	Fiscal Year 2038	Fiscal Year 2039	Fiscal Year 2040	Fiscal Year 2041	Fiscal Year 2042	Fiscal Year 2043	Fiscal Year 2044	Total Capital Costs	Funding Source	
30-PD-01	1	1	Police Department	215 Pleasant View Avenue	Vehicle Replacement Program	260,000	260,000	260,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	300,000	300,000	4,180,000	Special Revenue-Equipment Reserve
30-PD-02	1	1	Police Department	215 Pleasant View Avenue	Parking Lot Replacement	260,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	260,000	Special Revenue-Equipment Reserve
30-PD-03	1	1	Police Department	215 Pleasant View Avenue	Garage Roof Replacement	12,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,000	Special Revenue-Equipment Reserve
30-PD-04	1	1	Police Department	215 Pleasant View Avenue	Police Station Roof Replacement	-	-	-	-	-	-	-	70,000	-	-	-	-	-	-	-	-	70,000	Special Revenue-Equipment Reserve
					Totals - Police Department	532,000	260,000	260,000	280,000	280,000	280,000	280,000	350,000	280,000	280,000	280,000	280,000	280,000	280,000	300,000	300,000	4,522,000	
30-FD-01	2	2	Fire Department	Town-Wide	Large Diameter Fire Hose	15,000	-	15,000	-	-	15,000	-	-	-	-	-	-	-	-	-	-	45,000	Special Revenue - EMS Billing
30-FD-02	1	1	Fire Department	Town-Wide	Protective Clothing - FF Turnout Gear	65,000	65,000	65,000	65,000	65,000	70,000	70,000	70,000	70,000	70,000	75,000	75,000	75,000	75,000	75,000	75,000	1,050,000	Special Revenue - EMS Billing
30-FD-03	1	1	Fire Department	Town-Wide - Reescues	Stretcher Replacement	30,000	-	-	32,000	-	-	-	-	-	-	-	-	-	-	-	-	62,000	Special Revenue - EMS Billing
30-FD-04	2	2	Fire Department	66 Farnum Pike	Painting Outside Bricks at Station #2	-	-	100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	Special Revenue - EMS Billing
30-FD-05	2	3	Fire Department	Town-Wide	Hose Appliance upgrades and replacement of worn equipment	-	-	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	Special Revenue - EMS Billing
30-FD-06	2	3	Fire Department	Town-Wide	Desktop Computer Upgrades	25,000	-	-	25,000	-	-	-	-	-	-	-	-	-	-	-	-	50,000	Special Revenue - EMS Billing
30-FD-07	1	1	Fire Department	Town-Wide - Reescues	EMS Technology	25,000	-	25,000	-	25,000	-	25,000	-	-	-	-	-	-	-	-	-	100,000	Special Revenue - EMS Billing
30-FD-08	1	1	Fire Department	Rescue 1	Rescue 1 - Capital Leasing Program	72,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72,000	Special Revenue - EMS Billing
30-FD-09	1	1	Fire Department	Engine 2	Engine 2 - Capital Leasing Program	175,000	175,000	175,000	175,000	-	-	-	-	-	-	-	-	-	-	-	-	700,000	Special Revenue - EMS Billing
30-FD-10	1	1	Fire Department	Town-Wide	Replace Self-Contained Breathing Apparatus	-	150,000	-	-	150,000	-	-	150,000	-	-	-	-	-	-	-	-	450,000	Special Revenue - EMS Billing
30-FD-11	2	3	Fire Department	Town-Wide	Training Props Maintenance/Purchase	25,000	-	-	-	25,000	-	-	150,000	-	25,000	-	-	-	-	-	-	140,000	Special Revenue - EMS Billing
30-FD-12	2	2	Fire Department	Headquarters	Administrative Vehicle Replacement Program	-	60,000	-	-	-	-	70,000	-	-	80,000	-	40,000	-	25,000	-	-	300,000	Special Revenue - EMS Billing
30-FD-13	1	1	Fire Department	Town-Wide - Reescues	IV Pump Replacements	-	-	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	Special Revenue - EMS Billing
30-FD-14	2	3	Fire Department	Log Road Drill Yard	Burn Trainer Refurbishment	-	-	-	35,000	-	-	-	-	-	-	-	-	-	-	-	-	35,000	Special Revenue - EMS Billing
30-FD-15	1	3	Fire Department	Town-Wide	Fire Technology	-	-	20,000	-	20,000	-	-	-	-	20,000	-	20,000	-	-	-	-	80,000	Special Revenue - EMS Billing
30-FD-16	2	2	Fire Department	607 Putnam Pike	Replace Station #1 Roof	-	-	-	-	-	-	80,000	-	-	-	-	-	-	-	-	-	80,000	Special Revenue - EMS Billing
30-FD-17	1	1	Fire Department	Town-Wide	Replace EKG Monitors	-	-	-	135,000	-	180,000	-	-	-	-	-	-	-	-	-	-	315,000	Special Revenue - EMS Billing
30-FD-18	1	1	Fire Department	Rescue 2	Rescue 2 - Capital Leasing Program	-	-	-	90,000	90,000	90,000	90,000	90,000	-	-	-	-	-	-	-	-	450,000	Special Revenue - EMS Billing
30-FD-19	2	2	Fire Department	66 Farnum Pike	Station #2 Fire Alarm System Upgrade	-	-	-	-	-	-	60,000	-	-	-	-	-	-	-	-	-	60,000	Special Revenue - EMS Billing
30-FD-20	1	1	Fire Department	Town-Wide	Replace Portable Radios	-	-	75,000	75,000	75,000	75,000	75,000	-	-	-	-	-	-	-	-	-	300,000	Special Revenue - EMS Billing
30-FD-21	2	2	Fire Department	Town-Wide	Administrative Vehicle Replacement Program	-	-	-	115,000	-	-	-	-	-	-	-	-	-	-	-	-	115,000	Special Revenue - EMS Billing
30-FD-22	2	2	Fire Department	66 Farnum Pike	Replace pitched roof at Station #2	-	-	-	-	-	-	-	-	100,000	-	-	-	-	-	-	-	100,000	Special Revenue - EMS Billing
30-FD-23	2	2	Fire Department	Town-Wide	Hose Replacement - Small Diameter	-	-	-	-	20,000	-	-	20,000	-	20,000	-	20,000	-	-	-	-	60,000	Special Revenue - EMS Billing
30-FD-24	1	1	Fire Department	Town-Wide	Engine 1 - Capital Leasing Program	-	-	-	-	190,000	-	190,000	190,000	190,000	190,000	-	-	-	-	-	-	950,000	Special Revenue - EMS Billing
30-FD-25	1	1	Fire Department	Town-Wide	Rescue 3 - Capital Leasing Program	-	-	-	-	110,000	110,000	110,000	110,000	110,000	-	-	-	-	-	-	-	550,000	Special Revenue - EMS Billing
30-FD-26	1	1	Fire Department	Town-Wide	Replace Jaws of Life	-	-	-	-	-	-	-	-	-	130,000	-	-	-	-	-	-	130,000	Special Revenue - EMS Billing
					Totals - Fire Department	432,000	450,000	475,000	632,000	675,000	820,000	700,000	630,000	515,000	490,000	135,000	75,000	100,000	75,000	165,000	6,369,000		
30-DPW-01	1	1	Public Works	Town-Wide	DPW Equipment/Fleet Replacement Program	425,000	320,000	240,000	280,000	300,000	250,000	340,000	330,000	250,000	250,000	250,000	-	-	100,000	-	-	3,335,000	General Fund
30-DPW-02	1	1	Public Works	3 Spragueville Road	Vehicle Wash Facility	25,000	75,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	General Fund
					Totals - Public Works Department	450,000	395,000	240,000	280,000	300,000	250,000	340,000	330,000	250,000	250,000	250,000	-	-	100,000	-	-	3,435,000	
30-P&R-01	1	1	Parks & Recreation	Deerfield Park Garage	Deerfield Park Maintenance Garage Renovations	50,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	General Fund
30-P&R-02	1	1	Parks & Recreation	Parks & Recreation - Town-wide	Truck Replacement Program	-	-	75,000	85,000	-	-	85,000	-	-	80,000	80,000	-	-	-	-	-	405,000	General Fund
30-P&R-03	1	1	Parks & Recreation	Parks & Recreation	Mower Replacement Program	-	-	40,000	85,000	40,000	-	-	-	-	-	45,000	-	-	-	-	-	210,000	General Fund
30-P&R-04	1	1	Parks & Recreation	Deerfield Park - Soccer/Playground Area	Deerfield Park - Concession/Restrooms Renovations	35,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	General Fund
30-P&R-05	1	1	Parks & Recreation	Deerfield Park - Baseball Field	Deerfield Park - Concession/Restroom Renovations	35,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	General Fund
					Totals - Parks & Recreation	120,000	-	115,000	170,000	40,000	-	85,000	-	-	80,000	125,000	-	-	-	-	-	735,000	
30-SC-01	2	2	Senior Center	1 William J Hawkins Jr. Trail	Senior Center Kitchen Updates	-	14,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	General Fund
30-SC-02	3	2	Senior Center	1 William J Hawkins Jr. Trail	Senior Center Exterior Renovations	-	-	-	75,000	25,000	-	-	-	-	-	-	-	-	-	-	-	100,000	General Fund
30-SC-03	4	1	Senior Center	1 William J Hawkins Jr. Trail	Combining Banquet and Bingo Room	-	-	13,000	150,000	150,000	50,000	-	-	-	-	-	-	-	-	-	-	363,000	General Fund
					Totals - Senior Center	-	14,000	13,000	225,000	175,000	50,000	-	-	-	-	-	-	-	-	-	-	477,000	
30-SCH-01	1	1	School Department	Department-Wide	Vehicle Replacement	-	-	-	80,000	-	-	-	-	-	-	-	-	-	-	-	-	80,000	School Fund Balance
30-SCH-02	1	1	School Department	Smithfield High & Gallagher Middle Schools	Repairing and Repaving Parking Lots; Improvement of Grounds	250,000	225,000	605,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1,080,000	School Capital Reserve
30-SCH-03	1	1	School Department	Smithfield High School	Replace Cabinetry with ADA Accessible PL Units	-	-	-	110,000	-	-	-	-	-	-	-	-	-	-	-	-	110,000	School Capital Reserve
30-SCH-04	4	4	School Department	Smithfield High School	Install ADA Compliant Field House	-	-	-	-	-	-	-	3,500,000	-	-	-	-	-	-	-	-	3,500,000	GO Bond
30-SCH-05	2	2	School Department	Smithfield High School	Doors & Door Hardware Replacement	134,600	134,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	269,200	School Capital Reserve
30-SCH-06	1	1	School Department	Smithfield High School	Abatement of and Replacement of Existing Flooring	1,405,716	1,405,716	1,405,716	-	-	-	-	-	-	-	-	-	-	-	-	-	4,217,148	School Capital Reserve
30-SCH-07	3	3	School Department	Smithfield High School	High School Weight Training Room Upgrades	80,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80,000	School Capital Reserve
30-SCH-08	1	1	School Department	Smithfield High School	Misc. Renovation Projects	-	-	-	-	-	-	-	-	-	250,000	250,000	-	-	-	-	-	500,000	School Capital Reserve
30-SCH-09	1	1	School Department	Smithfield High School	Window Replacement	150,000	150,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	300,000	School Capital Reserve
30-SCH-10	1	1	School Department	Gallagher Middle School	Abatement of & Replacement of Existing Flooring	140,700	140,700	140,700	-	-	-	-	-	-	-	-	-	-	-	-	-	422,100	School Capital Reserve
30-SCH-11	1	1	School Department	Gallagher Middle School	Window Replacement	226,350	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	226,350	School Capital Reserve
30-SCH-12	1	1	School Department	Gallagher Middle School	Doors & Door Hardware Replacement	78,71																	

TOWN OF SMITHFIELD
CAPITAL IMPROVEMENT PROGRAM PLAN 2030-2044
Summary Table of Capital Improvement Projects

CIP #	Dept. Ranking	Comm. Ranking	Office/Department	Location	Project Name	Fiscal Year 2030	Fiscal Year 2031	Fiscal Year 2032	Fiscal Year 2033	Fiscal Year 2034	Fiscal Year 2035	Fiscal Year 2036	Fiscal Year 2037	Fiscal Year 2038	Fiscal Year 2039	Fiscal Year 2040	Fiscal Year 2041	Fiscal Year 2042	Fiscal Year 2043	Fiscal Year 2044	Total Capital Costs	Funding Source	
30-ENG-07	3	3	Town Engineer	South Glen Drive	South Glen Drive Culvert Replacement Program	-	-	35,000	-	150,000	-	-	-	-	-	-	-	-	-	-	185,000	General Fund	
Totals - Engineering Department						245,000	125,000	175,000	50,000	905,000	2,740,000	480,000	208,000	2,725,000	165,000	250,000	3,345,000	150,000	885,000	-	12,448,000		
30-ICE-01	1	1	Municipal Ice Rink	101 Pleasant View Ave.	Compressors Replacement	3,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000	Ice Rink	
30-ICE-02	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Sports Impact Rubber Matting	-	125,000	-	-	-	-	-	-	-	-	-	-	-	-	-	125,000	Ice Rink	
30-ICE-03	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Ice Resurfacer Garage	-	-	400,000	-	-	-	-	-	-	-	-	-	-	-	-	400,000	Ice Rink	
30-ICE-04	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Ice Resurfacing Machine (Zamboin Electric 552)	-	-	-	275,000	-	-	-	-	-	-	-	-	-	-	-	275,000	Ice Rink	
30-ICE-05	3	3	Municipal Ice Rink	101 Pleasant View Ave.	New Pick-Up Truck with Plow	-	-	-	-	70,000	-	-	-	-	-	-	-	-	-	-	70,000	Ice Rink	
30-ICE-06	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Ice Rink Lobby and Conference Room	-	-	-	-	-	650,000	-	-	-	-	-	-	-	-	-	650,000	Ice Rink	
30-ICE-07	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Ice Rink Locker Room	-	-	-	-	-	-	650,000	-	-	-	-	-	-	-	-	650,000	Ice Rink	
30-ICE-08	1	1	Municipal Ice Rink	101 Pleasant View Ave.	Low-E Ceiling Replacement	-	-	-	-	-	-	-	200,000	-	-	-	-	-	-	-	200,000	Ice Rink	
30-ICE-09	2	2	Municipal Ice Rink	101 Pleasant View Ave.	Electric Car Charger Upgrade	-	-	-	-	-	-	-	-	150,000	-	-	-	-	-	-	150,000	Ice Rink	
30-ICE-10	1	1	Municipal Ice Rink	101 Pleasant View Ave.	Emergency Generator Replacement	-	-	-	-	-	-	-	-	-	150,000	-	-	-	-	-	150,000	Ice Rink	
30-ICE-11	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Cooling Tower	-	-	-	-	-	-	-	-	-	-	450,000	-	-	-	-	450,000	Ice Rink	
30-ICE-12	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Ice Resurfacing Machine (Zamboin Electric 552)	-	-	-	-	-	-	-	-	-	-	-	325,000	-	-	-	325,000	Ice Rink	
30-ICE-13	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Roof	-	-	-	-	-	-	-	-	-	-	-	-	2,000,000	-	-	2,000,000	Ice Rink	
30-ICE-14	1	1	Municipal Ice Rink	101 Pleasant View Ave.	New Desiccant Dehumidification System	-	-	-	-	-	-	-	-	-	-	-	-	-	400,000	-	400,000	Ice Rink	
30-ICE-15	3	3	Municipal Ice Rink	101 Pleasant View Ave.	New Pick-Up Truck with Plow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	95,000	95,000	Ice Rink	
Totals - Ice Rink						3,000,000	125,000	400,000	275,000	70,000	650,000	650,000	200,000	150,000	150,000	450,000	325,000	2,000,000	400,000	95,000	8,940,000		
30-SEW-01	2	2	Sewer Authority	Town wide-Variuos, within the Collection System	SSES Program (Sanitary Sewer Evaluation Studies)	100,000	100,000	100,000	100,000	110,000	110,000	110,000	135,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	1,845,000	Sewer Authority	
30-SEW-02	4	4	Sewer Authority	20 Esmond Mill Drive, WWTF	WWTF Chlorination & Disinfection System Upgrades	355,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	355,000	Sewer Authority	
30-SEW-03	3	3	Sewer Authority	Whipple Avenue at Cross Street	Whipple Avenue Pump Station Upgrade - Collection System	425,000	200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	625,000	Sewer Authority & RI Infrastructure	
30-SEW-04	4	4	Sewer Authority	Various Sewer Pump Stations - Town-Wide	Pump Station Bypass Equipment Retrofit - Collection System	35,000	45,000	45,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	-	-	-	-	475,000	Sewer Authority	
30-SEW-05	4	4	Sewer Authority	Sewer Pump Stations - Valley View Drive	Valley View Pump Station Upgrades	-	-	-	25,000	175,000	240,000	-	-	-	-	-	-	-	-	-	440,000	Sewer Authority	
30-SEW-06	4	4	Sewer Authority	Sewer Pump Stations - Commerce Street	Commerce Street Pump Station Upgrades	-	-	-	-	25,000	190,000	250,000	-	-	-	-	-	-	-	-	465,000	Sewer Authority	
30-SEW-07	4	4	Sewer Authority	Sewer Pump Stations - Farnum Pike	Farnum Pike Pump Station Upgrades	-	-	-	-	-	25,000	190,000	250,000	-	-	-	-	-	-	-	465,000	Sewer Authority	
30-SEW-08	4	4	Sewer Authority	Sewer Pump Stations - Maplecrest Drive	Maplecrest Drive/Factory Pond Pump Station Upgrades	-	-	-	-	-	-	-	-	25,000	190,000	200,000	-	-	-	-	415,000	Sewer Authority	
30-SEW-09	4	4	Sewer Authority	Sewer Pump Stations - Douglas Pike	Island Woods Pump Station Upgrades	-	-	-	-	-	-	-	-	-	30,000	240,000	200,000	-	-	-	470,000	Sewer Authority	
30-SEW-10	4	4	Sewer Authority	Sewer Pump Stations - Douglas Pike	Rogier Farm Pump Station Upgrades	-	-	-	-	-	-	-	-	-	-	20,000	180,000	100,000	-	-	300,000	Sewer Authority	
30-SEW-11	4	4	Sewer Authority	Sewer Pump Stations - Burlingame Road (north, off Latham Farm Rd)	Burlingame Pump Station Upgrades	-	-	-	-	-	-	-	-	-	-	180,000	150,000	150,000	75,000	-	405,000	Sewer Authority	
30-SEW-12	4	4	Sewer Authority	Sewer Pump Stations - Clarence Thurber Blvd	Fox Run Pump Station Upgrades	-	-	-	-	-	-	-	-	-	-	-	-	30,000	150,000	-	180,000	Sewer Authority	
30-SEW-13	4	4	Sewer Authority	Sewer Pump Stations - Latham Farm Road	Latham Farm Pump Station Upgrades	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	-	25,000	Sewer Authority	
30-SEW-14	4	4	Sewer Authority	Sewer Pump Stations - Roger Williams Drive, Johnston	Roger Williams Drive Pump Station Upgrades	-	-	-	-	-	-	-	-	-	-	-	-	30,000	150,000	-	180,000	Sewer Authority	
Totals - Sewer Authority						915,000	345,000	145,000	175,000	360,000	615,000	600,000	435,000	215,000	380,000	370,000	400,000	700,000	450,000	540,000	6,645,000		
30-WTR-01	1	1	Smithfield Water Supply Board	Harris Road	Harris Road Water Main Installation	200,000	5,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	5,200,000	Water Supply	
30-WTR-02	1	1	Smithfield Water Supply Board	Town-Wide	Water Supply Storage Facility	20,000	200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	220,000	Water Supply	
28-WTR-03	1	1	Smithfield Water Supply Board	Town-Wide	Water Supply Storage Facility	-	-	150,000	1,500,000	-	-	-	-	-	-	-	-	-	-	-	1,650,000	Water Supply	
28-WTR-04	1	1	Smithfield Water Supply Board	Apian Way to Rte. 7	Water Main Installation - Rte. 116	-	-	-	-	-	200,000	3,000,000	-	-	-	-	-	-	-	-	3,200,000	Water Supply	
28-WTR-05	1	1	Smithfield Water Supply Board	Town-Wide	Joint Wholesale Water Supply with the Greenville Water District	-	-	-	-	-	-	-	250,000	3,000,000	-	-	-	-	-	-	3,250,000	Water Supply	
Totals - Water Supply Board						220,000	5,200,000	150,000	1,500,000	-	200,000	3,000,000	250,000	3,000,000	-	-	-	-	-	-	13,520,000		
OVERALL TOTALS						10,114,764	10,428,418	5,219,098	4,481,682	5,949,682	6,424,682	6,909,682	6,692,682	7,325,000	2,165,000	2,310,000	5,115,000	3,930,000	2,890,000	1,700,000	81,655,690		
General Fund						5,979,764	4,758,418	4,524,098	2,531,682	5,519,682	4,959,682	2,659,682	5,807,682	3,960,000	1,635,000	1,490,000	4,390,000	1,230,000	2,040,000	1,065,000	52,550,690		
Enterprise Funds						4,135,000	5,670,000	695,000	1,950,000	430,000	1,465,000	4,250,000	885,000	3,365,000	530,000	820,000	725,000	2,700,000	850,000	635,000	29,105,000		
Overall Totals						10,114,764	10,428,418	5,219,098	4,481,682	5,949,682	6,424,682	6,909,682	6,692,682	7,325,000	2,165,000	2,310,000	5,115,000	3,930,000	2,890,000	1,700,000	81,655,690		
General Fund Committee Ranking Sorted																							
Priority 1						5,025,164	4,019,818	3,954,098	2,276,682	2,269,682	1,984,682	1,979,682	1,924,682	900,000	1,250,000	980,000	955,000	955,000	1,075,000	975,000	30,524,490		
Priority 2						559,600	543,600	235,000	145,000	2,100,000	215,000	140,000	100,000	290,000	220,000	-	90,000	100,000	80,000	90,000	4,908,200		
Priority 3						195,000	120,000	335,000	110,000	1,150,000	2,760,000	540,000	75,000	2,695,000	-	510,000	3,320,000	175,000	885,000	-	12,870,000		
Priority 4						200,000	75,000	-	-	-	-	-	3,708,000	75,000	165,000	-	25,000	-	-	-	-	4,248,000	
Enterprise Funds Committee Ranking Sorted																							
Priority 1						3,220,000	5,325,000	550,000	1,775,000	-	850,000	3,650,000	450,000	3,000,000	150,000	450,000	325,000	2,000,000	400,000	-	22,145,000		
Priority 2						100,000	100,000	100,000	100,000	110,000	110,000	110,000	135,000	290,000	140,000	140,000	140,000	140,000	140,000	140,000	1,995,000		
Priority 3						425,000	200,000	-	-	70,000	-	-	-	-	-	-	-	-	-	-	95,000	790,000	
Priority 4						390,000	45,000	45,000	75,000	250,000	505,000	490,000	300,000	75,000	240,000	230,000	260,000	310,000	400,000	4,175,000			
Totals						4,135,000	5,670,000	695,000	1,950,000	430,000	1,465,000	4,250,000	885,000	3,365,000	530,000	820,000	725,000	2,700,000	850,000	635,000	29,105,000		



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

Telephone (401) 233-1017
Fax (401) 233-1091

DATE: January 31, 2024
TO: Honorable Town Council
FROM: Michael Phillips, Town Planner
RE: Proposed Zoning Ordinance Amendment – Wind Energy Facilities

Attached is a proposed amendment to the Zoning Ordinance pertaining to Wind Energy Facilities. The specific amendment proposed would add a new use category in Section 4.3 Table of Uses entitled “*Wind Energy Facilities*”. The use would be prohibited in all zones until such time as Special Use Permit criteria are developed. The Planning Board reviewed the proposed amendment at their December 21st meeting and have recommended that the Town Council adopt the amendment.

Recommended Motion: That the Smithfield Town Council adopt the proposed zoning amendment which includes the addition of a new use category in Section 4.3 Table of Uses entitled “*Wind Energy Facilities*” as proposed and recommended by the Planning Board.

TOWN OF SMITHFIELD, RHODE ISLAND

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, February 6, 2024 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: amendments generally include adding a new use category entitled “ *D-22. Wind Energy Facilities* and amendments to Section 5.10 *Inclusionary Zoning* by eliminating the fee in –lieu of housing production option, increasing the percentage of affordable units required from 20% to 40% and increasing the density bonus from one (1), to two (2) market rate units for every affordable housing unit built.

The above summarized amendments involve changes to the following article and sections of the ordinance including: Section 4.3 *Table of Uses* shall be amended by adding a new use category entitled “*D-22. Wind Energy Facility*” that will be prohibited in all zoning districts;

Amendments are proposed to Section 5.10 *Inclusionary Zoning* by amending subsections *E. Required Percentage of Affordable Units, F. Density Bonus, J. Inclusionary Housing Agreement at Preliminary Plan, K. Timing of Construction and Assurance, L. Off-site Construction of Inclusionary Units* and by eliminating subsections *M. In-Lieu of Fees* and *N. Donation of Land In-lieu of Housing Production.*

These amendments are proposed to be made in accordance with the provisions of 45-24-53 of the General Laws of the State of Rhode Island (1956, as amended).

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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

Please publish as a display ad in the January 18th, January 25th and February 1st editions of the Valley Breeze using type size at least as large as the normal type size used in news articles.



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

Telephone (401) 233-1017
Fax (401) 233-1091

DATE: January 31, 2024
TO: Honorable Town Council
FROM: Michael Phillips, Town Planner
RE: Proposed Zoning Ordinance Amendments – Inclusionary Zoning

Attached are proposed amendment to the Zoning Ordinance pertaining to Inclusionary Zoning. Specific amendments include changes to Section 5.10 Inclusionary Zoning that eliminate the fee in-lieu of housing production option, increasing the percentage of affordable units required from 20% to 40% and increase the density bonus from one (1), to two (2) market rate units for every affordable housing unit built. The density bonus increase was mandated in the recent changes to the enabling acts that went into effect on January 1, 2024. The Planning Board reviewed the proposed amendments at their December 21st meeting and have recommended that the Town Council adopt the amendments.

Recommended Motion: That the Smithfield Town Council adopt the proposed zoning amendments to Section 5.10 Inclusionary Zoning as proposed and recommended by the Planning Board.

AN ORDINANCE AMENDING SECTION 5.10 INCLUSIONARY ZONING AND SECTION 4.3 TABLE OF USES

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

Section 1. Section 5.10 Inclusionary Zoning and Section 4.3 Table of Uses of the Town of Smithfield Zoning Ordinance are hereby amended and as follows:

Section 5.10 Inclusionary Zoning

E. Required Percentage of Affordable Units: ~~Twenty~~ **Forty** percent (20%) (40%) of the allowable unit yield as provided in Section 6.8 herein to be created in every residential or mixed use covered project, as defined in Sec. 11.4, must qualify as an Inclusionary Unit.

Inclusionary Units or In-Lieu-Of-Fee Required

...

Number of Inclusionary Units: Any proposed residential development containing six or more dwelling units is required to include at least ~~twenty~~ **forty** percent (20%) (40%) of the unit yield

...

However, developers who satisfactorily demonstrate to the Planning Board that building the inclusionary units on-site is infeasible may request to ~~make a payment in lieu of fee or to build the inclusionary units off-site.~~

...

Developers, in calculating the number of inclusionary units, must round up to the next highest number for fractional units. ~~As an alternative, an in-lieu-of-fee may be paid for the fractional unit in accordance with paragraph M hereof.~~

F. Density Bonus: All projects shall be two (2) additional market rate units for every low and moderate income unit constructed as part of the development. ~~entitled to an increase in the number of market rate units equal to the number of low and moderate income units constructed as part of the development.~~ In calculating the density bonus, the Town shall round up to the next highest number for fractional units.

J. Inclusionary Housing Agreement at Preliminary Plan: (1) Approval: The Inclusionary Housing Agreement including a signed agreement with a Monitoring Agent as described herein must be approved before the developer receives preliminary plan approval. (2) Agreements Required: Applications for residential development projects seeking preliminary plan approval shall be approved only concurrently with the approval of an Inclusionary Housing Agreement pursuant to this Article. ~~This section shall not apply should the developer choose to pay an in-lieu-of-fee. ...~~

K. Timing of Construction and Assurance:

(1) Phasing of Construction: The Inclusionary Housing Agreement shall include a phasing plan (if ...

(2) Assurance of Completion of Inclusionary Units: It is the responsibility of the original developer to ensure development of any required Inclusionary Units prior to the assigning or conveying of any subdivided lot and/or dwelling unit. A developer must ~~either~~ construct the required Inclusionary Units prior to **or concurrent with** construction of any market rate units. ~~or obtain a surety bond in an amount not less than 1.5 times the amount of the established cash in-lieu of fee to cover the cost of construction for each required Inclusionary Unit. The surety bond shall be held in escrow by the Town until such time as the Inclusionary Units are constructed. The Town of Smithfield prefers that Inclusionary Units be built prior to or concurrent with the market rate units.~~

L. Off-site Construction of Inclusionary Units: Inclusionary Units may be constructed off-site only upon a determination by the Planning Board that on-site construction is infeasible.

...
If subdivision or land development project approval of the proposed off-site location is not required, no Certificate of Occupancy will be issued for any corresponding market rate units prior to the Inclusionary Unit construction completion ~~or payment of the required in-lieu-of fees.~~ Planning Board approval of the agreement to build off-site Inclusionary Units is required. a) Off-site

...
M. In-Lieu-of Fees: ~~The Town of Smithfield prefers that Inclusionary Units be constructed on site. However, the fee in lieu of the construction or provision of affordable housing shall be the choice of the developer or builder applied on a per unit basis and may be used for new developments, purchasing property and/or homes, rehabilitating properties, or any other manner that creates additional low-ormoderate income housing as defined in § 45-53-3(9). (1) The amount of the fee in lieu of providing Inclusionary Units shall be determined by Rhode Island Housing in accordance with R.I.G.L. § 45-24-46.1.,(e), (1) & (2). (2) For projects to be developed on subdivided lots, in-lieu-of fees shall be paid by the Developer prior to issuance of final subdivision approval or in such cases where subdivision approval is not required, prior to issuance of a building permit for the project or as determined by the project's adopted Conditions of Approval. (3) All in-lieu fees shall be deposited into the Smithfield Affordable Housing Fund to be managed by the Town's Finance Director. Such funds may be expended or utilized only on the production of affordable housing in accordance with R.I.G.L. § 45-24-46.1., (d) & (e).~~

N. Donation of Land In-lieu of Housing Production: ~~In accordance with R.I.G.L. 45-24-46.1 the Planning Board may accept a donation of land suitable for the development of affordable housing in-lieu of housing production. The developer shall provide evidence that the land to be donated is suitable by designing and obtaining the necessary approvals and permits for a potential affordable housing development containing the required number of affordable units as required under Section E herein. Additionally, the developer must prove that a proposed site would be a~~

likely candidate for funding under Rhode Island Housing's Keep Space Program as evidenced by a site score of 10 or higher on the LMI Site Rating form included below. LMI Site

LMI Site Rating Form: 1 point each

		Score
1	Development site offers opportunities for a mix of housing types or increase of housing diversity.	
2	Development site is integrated within a neighborhood revitalization strategy.	
3	Development site incorporates community space, proposed programming, green space and play areas.	
4	Site allows for buildings to be clustered/preserves open space.	
5	Site provides for redevelopment and/or adaptive re-use of existing structures.	
6	Development site includes preservation of historic structures.	
7	Development site is proximate to employment opportunities.	-
8	Development site is within 1/2 mi of residents retail needs.	
9	Development site is within 1/2 mi of public transit.	
10	Development site is located within an existing or new neighborhood center.	
11	Development site is or will be served by public water and utilities.	
12	Development site is located in an area targeted for investment/reinvestment.	
13	Development site is listed in the Comprehensive Community Plan as a potential LMI Site	
14	Development site is within 1/2 mi of recreational/cultural/entertainment facilities.	
15	Opportunities for community education, arts and recreation are incorporated into the development.	

~~**Project Site Score**~~
Total Possible Score 15

Rating Form: 1 point each

TOWN OF SMITHFIELD, RHODE ISLAND

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, February 6, 2024 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: amendments generally include adding a new use category entitled “ *D-22. Wind Energy Facilities* and amendments to Section 5.10 *Inclusionary Zoning* by eliminating the fee in –lieu of housing production option, increasing the percentage of affordable units required from 20% to 40% and increasing the density bonus from one (1), to two (2) market rate units for every affordable housing unit built.

The above summarized amendments involve changes to the following article and sections of the ordinance including: Section 4.3 *Table of Uses* shall be amended by adding a new use category entitled “*D-22. Wind Energy Facility*” that will be prohibited in all zoning districts;

Amendments are proposed to Section 5.10 *Inclusionary Zoning* by amending subsections *E. Required Percentage of Affordable Units*, *F. Density Bonus*, *J. Inclusionary Housing Agreement at Preliminary Plan*, *K. Timing of Construction and Assurance*, *L. Off-site Construction of Inclusionary Units* and by eliminating subsections *M. In-Lieu of Fees* and *N. Donation of Land In-lieu of Housing Production*.

These amendments are proposed to be made in accordance with the provisions of 45-24-53 of the General Laws of the State of Rhode Island (1956, as amended).

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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

Please publish as a display ad in the January 18th, January 25th and February 1st editions of the Valley Breeze using type size at least as large as the normal type size used in news articles.



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of Intoxicating Beverage Licenses for the February 6th Town Council Meeting

BACKGROUND:

Intoxicating Beverage Licenses are due for renewal. There are several more businesses that have submitted completed paperwork, but have not yet received their Certificate of Good Standing.

TOWN REVENUE:

The cost to renew a Class A Retailer's Beverage License is \$1,000.00. The cost to renew a Class B-Victualler and Class BV-Limited License is \$600.00. The cost to renew the C-Bar License is \$600.00. The cost to renew a Class D Club License is \$200.00.

APPROVAL STATUS:

All paperwork is complete for renewal by the Town Council.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of the following Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances, and a Certificate of Good Standing from the RI Division of Taxation.

CLASS B-VICTUALLER BEVERAGE LICENSES

1. Chacon Restaurant, LLC d/b/a “Frank & John from Italy on the Water”, 743 Putnam Pike (approved for outdoor bar service)
2. LeeDeg, Inc. d/b/a “Rocco’s Pub & Grub”, 55A Douglas Pike (approved for outdoor bar service)



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of Entertainment License for the February 6th Town Council Meeting

BACKGROUND:

Entertainment Licenses are due for renewal. The business listed below has filed their application for renewal.

TOWN REVENUE:

The cost to renew an Entertainment License is \$50.00

APPROVAL STATUS:

All paperwork is complete for renewal by the Town Council

RECOMMENDED MOTION:

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

1. Chacon Restaurant, LLC d/b/a “Frank & John from Italy on the Water”, 743 Putnam Pike



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of Special Dance License for the February 6th Town Council Meeting

BACKGROUND:

Special Dance Licenses are due for renewal. The business listed below has filed their application for renewal.

TOWN REVENUE:

The cost of a Special Dance License is \$1.00

SUPPORTING DOCUMENTS:

All paperwork is complete for renewal for the Town Council

RECOMMENDED MOTION:

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

1. Chacon Restaurant, LLC d/b/a “Frank & John from Italy on the Water”, 743 Putnam Pike



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Victualling Only License for the February 6th Town Council Meeting

BACKGROUND:

Victualling Only Licenses are due for renewal the first week in December. The business listed below has filed their application for renewal.

TOWN REVENUE:

The cost to renew the Victualling Only License is \$50.00 per year.

APPROVAL STATUS:

Applications are complete for approval by the Town Council.

RECOMMENDED MOTION:

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

1. The Sevigny Group, LLC d/b/a “Smithfield Fitness”, 970 Douglas Pike



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Mobile Food Truck License Renewal for the February 6th Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

The cost for a Mobile Food Truck License is \$75.00 per year, however, if the Mobile Food Truck applicant has an existing restaurant then the fee would be \$50.00 per year.

APPROVAL STATUS:

All paperwork is complete for renewal by the Town Council.

RECOMMENDED MOTION:

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

1. Palagi 2000, Inc. d/b/a “Palagi’s Ice Cream”, to sell frozen treats from a truck with RI Reg. 109950, 55 Bacon Street, Pawtucket, RI



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Private Detective License for the February 6th Town Council Meeting

BACKGROUND:

The individual listed below has filed his application for the renewal of his Private Detective License.

TOWN REVENUE:

The cost to renew the Private Detective License is \$150.00 per year.

SUPPORTING DOCUMENTS:

Application
Copy of BCI - No record
Letters of recommendation
Bond

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of a Private Detective License for Mark Matteo, 12 Mountindale Road, Smithfield, RI, as applied, subject to compliance with all State regulations and local ordinances.

Smithfield Town Clerk's Office
Application for Private Detective License

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

Date: 12/27/23 New Application
Name: Mark Matteo Renewal Application
Address: 12 Mountairdale Rd Home Phone: 401-641-0755
Smithfield RI 02917 Business Phone: 401-641-0755
Date of Birth: 01/16/1970 Weight: 185
Height: 5' 10" Hair Color: Bald
Eye Color: Brown

Have any prior or similar licenses ever been issued to you? Yes No

If you answered yes to the previous question, have such licenses ever been denied, revoked or suspended in any other municipality or state? Yes No

If you answered yes to the previous question, please identify the municipality or state in which your license was denied, revoked or suspended. _____

Qualifications:

I have experience that has been gained through: (Circle those that apply)

1. At least five years experience as an investigator or as a police officer with a state, county or municipal police department or with an investigative agency of the United States of America or of any state, county or municipality; or
2. Receipt of a degree in criminal justice from an accredited college or university; or
3. Employment by a private detective or an investigator for at least five years; or
4. Substantively equivalent training or experience.

The above information is true and exact, to the best of my knowledge.

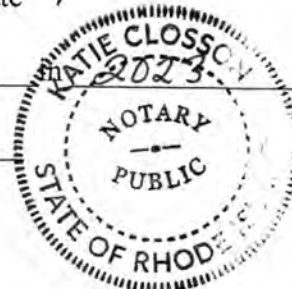
[Signature]
Applicant's Signature

12/28/23
Date

Signed and sworn before me on this 28th day of December

[Signature]
Notary (Signature)

Katie Closson
(Print)



769322

My commissioner expires: 9/4/26

(Over)

Application Requirements:

1. A certification by each of three reputable citizens and residents of the Town that they have personally known the applicant for at least three years, that they have read the application and believe each of the statements made thereon to be true, that they are not related to the applicant by blood or marriage and that the applicant is honest and of good moral character;
2. Criminal background check to be conducted by the Smithfield Police Department;
3. Two sets of fingerprints taken at the Smithfield Police Department; (new applications only)
4. Two photographs taken at the Smithfield Police Department;
5. Signature on medical release forms authorizing the Smithfield Police Department to determine if the applicant has any history of psychological disorder.

Requirements Upon Private Detective License Approval by the Smithfield Town Council:

- New license fee - \$200
- Renewal license fee- \$150
- Bond: \$5000 with Corporate Surety

The Smithfield Police Department's investigation of this applicant ~~has~~ **has not** revealed any information suggesting that this application be denied.

Chief of Police

Date

1/25/24

NO Criminal Record

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

POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 12/27/23

1. NAME OF CANDIDATE: (PRINT)

Matteo Mark Anthony
LAST FIRST MIDDLE

MAIDEN NAME

01/16/1970

Providence RI

2. DATE OF BIRTH

3. PLACE OF BIRTH

12 Mount Airy Rd Smithfield RI 02917

CyForte Group LLC

4. CURRENT ADDRESS

5. NAME OF BUSINESS

Digital Forensic Investigations

12 Mount Airy Rd Smithfield RI 02917

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

NO

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-641-0755

401-641-0755

9. BUSINESS PHONE

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>1/2000</u>	<u>Present</u>	<u>12 Mount Airy Rd</u>	<u>Smithfield 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>Paul Silva</u> | <u>59 Mount Airy Rd</u> | <u>02917</u> | <u>401-648-5696</u> |
| NAME | ADDRESS | | PHONE |
| 2. <u>Craig Piquice</u> | <u>57 Mount Airy Rd</u> | <u>02917</u> | <u>401-639-7556</u> |
| NAME | ADDRESS | | PHONE |

CANDIDATE'S SIGNATURE: [Signature] Witness: _____

Paul Silva
59 Mountindale Rd
Smithfield, RI 02917
(401) 648-5696

December 26, 2023

Smithfield Town Council
Town of Smithfield
64 Farnum Pike
Smithfield, Rhode Island 02917

To whom it may concern:

Mark Matteo has requested that I write this letter regarding his character and suitability for consideration of a Private Detective license.

I have personally known Mark for more than 20 years . Mark is highly responsible and has a strong ethical and moral character. Mark's business ethics are also second to none.

I highly recommend Mark for a Private Detective license.

Please feel free to contact me regarding Mark at any time, at (401) 648-5696.

Sincerely yours,

Paul Silva

Paul Silva

Smithfield Town Council
Town of Smithfield,
64 Farnum Pike
Smithfield, RI 02917

Dear Honorable Town Council Members,

It is with great pleasure that I recommend Mark Matteo's private investigation license to be renewed by the Town of Smithfield.

Mark has always displayed a high degree of integrity, responsibility, and honesty. I have known Mark as a friend for the past 17 years and I can say he is a man of strong ethics and moral character.

I am honored to write this recommendation and support his efforts to renew his private investigator's license. Please contact me if you have any questions regarding this matter.

Thank you for the service you do for the Town of Smithfield.

Sincerely,

J. Michael Lawton
10 Sprague Street
Greenville, RI 02828
December 28, 2023

Robert M. Eaton, Jr., Chief of Police (Retired)
95 Pine Ledge Road
Greenville, RI 02828
(401) 480-6586

December 27, 2023

Smithfield Town Council
Town of Smithfield
64 Farnum Pike
Smithfield, Rhode Island 02917

Dear Honorable Town Council Members:

I would like to take this opportunity to recommend that Mark Matteo's private investigators license be renewed by the Town of Smithfield.

I have known Mark for over 35 years professionally and as a friend. Mark is family oriented and honest person who possesses strong ethics, moral character and is dedicated to serving the community.

In summary, I am honored to write this recommendation for Mark and strongly encourage and support the renewal of his private investigator's license.

Thank you for your consideration in this matter, and please feel free to contact me regarding Mr. Matteo at any time, at (401) 480-6586.

Sincerely yours,

A handwritten signature in black ink, appearing to read "R. M. Eaton, Jr.", written in a cursive style.

Robert M. Eaton, Jr.

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David Gonsalves, Elspeth J. Murray, Nick Brady, Jackson D. Cromer, Heather Hamilton

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the Sure Tec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 17th day of September, A.D. 2020.

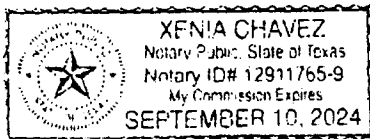


SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 17th day of September, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of December, 2022, A.D.

M Brent Beaty
M. Brent Beaty, Assistant Secretary
3400340

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CONTINUATION CERTIFICATE

Bond Number: **3400340**

Bond Description: **Private Detective**

Bond Amount: **\$5,000.00**

Obligee: **Town of Smithfield**

Principal: **MARK A. MATTEO**

Gentlemen:

You are hereby notified that the above Bond shall be continued in force for a period effective from

12/06/2022 until 12/06/2025

unless it is cancelled by the surety or otherwise terminated. All other terms and conditions remain unchanged.



The aggregate liability of the surety shall not exceed the amount of this Continuation Certificate. The liability of the surety shall not cumulate by reason of this certificate, any continuation certificate, change rider, endorsement, modification, new bond, reinstatement, reissue, renewal, replacement, or substitution issued in the future.

Signed this 1st day of December, 2022
SureTec Insurance Company, **Surety**

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David Gonsalves, Elspeth J. Murray, Nick Brady, Jackson D. Cromer, Heather Hamilton

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

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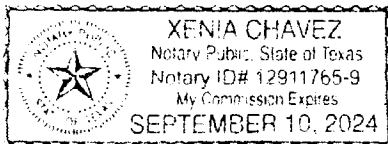
SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 17th day of September, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of December, 2022, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary
3400340

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Bond Description: **Private Detective**

Bond Amount: **\$5,000.00**

Obligee: **Town of Smithfield**

Principal: **MARK A. MATTEO**

Gentlemen:

You are hereby notified that the above Bond shall be continued in force for a period effective from

12/06/2022 until 12/06/2025

unless it is cancelled by the surety or otherwise terminated. All other terms and conditions remain unchanged.



The aggregate liability of the surety shall not exceed the amount of this Continuation Certificate. The liability of the surety shall not cumulate by reason of this certificate, any continuation certificate, change rider, endorsement, modification, new bond, reinstatement, reissue, renewal, replacement, or substitution issued in the future.

Signed this 1st day of December, 2022
SureTec Insurance Company, **Surety**



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling Only License for Papa’s Roast Beef and Pizza, LLC d/b/a “Papa’s Roast Beef and Pizza”, for the February 6th Town Council Meeting

BACKGROUND:

Papa’s Roast Beef and Pizza, LLC d/b/a “Papa’s Roast Beef and Pizza”, has applied for a new Victualling Only License, located at 314 Waterman Avenue 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
Food Business License

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling Only License for Papa’s Roast Beef and Pizza, LLC d/b/a “Papa’s Roast Beef and Pizza”, 314 Waterman Avenue, as applied subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$50.00

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 9/15/23

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

Name of Applicant: Samuel Olivo

Date of Birth: 02-28-83

Resident Address: 29 community dr Cranston Business Address: 314 Waterman Ave

Operating Under Trade Name of: Papas Roast beef and Pizza Resident Telephone: (401) 648-1042 Business Telephone: (401) 233-6755

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: Set & prepare food and drinks for customers

Requested Hours of Operation: 6:00 am to 10:00 pm

Signature of Applicant: Sam Olivo Title: owner

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

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

() Approved () Denied

2/6/24
License #: 160 Date Issued: _____

the above stated application was:

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: 9/15/23

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

Name of Applicant: Samuel Olivo

Date of Birth: 02-28-83

Resident Address: 29 community dr Cranston Business Address: 314 waterman AVE

Operating Under Trade Name of: Papas Roast beef and Pizza Resident Telephone: (401) 648-1042 Business Telephone: (401) 233-6755

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: Sett & prepare food and drinks For customers

Requested Hours of Operation: 6:00 am to 10:00 pm

Signature of Applicant: Sam Olivo Title: owner

Applies to business establishments only:

In case of emergency/person to contact

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

12/18/23
[Signature]
SIGNATURE NOT REQUIRED

For Official Use Only

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

At a meeting of the Smithfield Town Council, held on _____

the above stated application was:

() Approved () Denied

License #: _____ Date Issued: _____

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

NO Criminal
Record

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 9/15/23

1. NAME OF CANDIDATE: (PRINT)

Olivo Samuel
LAST FIRST MIDDLE

CRUZ
MAIDEN NAME

02-28-83
2. DATE OF BIRTH

29 community drive
4. CURRENT ADDRESS

PIZZERIA Diner
6. TYPE OF BUSINESS

LLC
8. IS BUSINESS INCORPORATED

Dominican Republic
3. PLACE OF BIRTH

Papas Roast beef and pizza
5. NAME OF BUSINESS

314 waterman Ave Smithfield
7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

(401) 233-6755
9. BUSINESS PHONE

(401) 648-1042
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>29 Feb 2015</u>	<u>SEP 2023</u>	<u>29 community dr</u>	<u>Cranston RI</u>

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

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

13. List below two (2) character references

- | | | |
|---------------------------------|--------------------------------------|--------------------------------|
| 1. <u>Lillian Morel</u>
NAME | <u>29 community drive</u>
ADDRESS | <u>(401) 644-0018</u>
PHONE |
| 2. <u>Darren Reyes</u>
NAME | <u>29 community drive</u>
ADDRESS | <u>(401) 888-1187</u>
PHONE |

CANDIDATE'S SIGNATURE:

Sam Olivo

Witness: _____



State of Rhode Island

Department of Health

PAPAS ROAST BEEF AND PIZZA

Address Information

314 WATERMAN AVENUE

SMITHFIELD RI 02917

License Information

License No:	FSV36441	Profession:	Food Service	License Type:	Seats - Less than 50
License Status:	Active	Issue Date:	12/29/2023	Expiration Date:	4/30/2024
Secondary License Type:	Full Service Restaurant				

Specialty Information

No Specialty Information

Disciplinary Action

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

See Board Disciplinary Listings at <http://www.health.ri.gov/lists/disciplinaryactions>

CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.



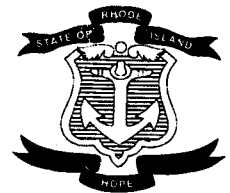
State of Rhode Island
 Division of Taxation
 One Capitol Hill
 Providence, RI 02908-5800



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

PAPAS ROAST BEEF AND PIZZA LLC
 314 WATERMAN AVE
 SMITHFIELD, RI 02917-2525

State of Rhode Island
 DIVISION OF TAXATION



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

ID: 2-5599-8032

ISSUED TO:
 PAPAS ROAST BEEF AND PIZZA LLC
 314 WATERMAN AVE
 SMITHFIELD, RI 02917-2525

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

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR

DATE ISSUED: 01/09/2024



Memorandum

DATE: January 31, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: One (1) One-Day Beer/Wine License for the Smithfield Senior Center for the February 6th Town Council Meeting

BACKGROUND:

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

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI – No record
TIP Cards
Letter of explanation

RECOMMENDED MOTION:

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

- St. Patrick/St. Joseph Party to be held on Thursday, March 14, 2024 from 12:00 p.m. to 3:00 p.m.

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$15.00
Per Day

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: 1/25/24

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

Name of Applicant: [Signature]

Resident Address: [Signature]

Operating Under Trade Name of: _____

Date of Birth: 8/25/75
Business Address: 1 William J. Harkins Jr Trl Plat _____ Lot _____
Resident Telephone: _____ Business Telephone: 949-450

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

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

Describe operation of business: _____

Hours of Operation: _____

Signature of Applicant: [Signature] Title: Acting Coordinator

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

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

For Official Use Only

Police Chief: **BCI valid until 03/14/24** Fire Chief: SIGNATURE NOT REQUIRED
Building Official: SIGNATURE NOT REQUIRED Owner of premises: [Signature]
RI Dept. of Health: SIGNATURE NOT REQUIRED

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



RI On-Premise

CERTIFIED

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

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

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



RI On-Premise

CERTIFIED

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

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

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

It with you as proof of your TIPS certification.

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



RI On-Premise

CERTIFIED

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

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

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

ID #: 28430995

Name: KATHLEEN MCADAM-PRICKET

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



RI On-Premise

Issued: 02/16/2023

Expires: 02/15/2026

ID #: 28430995

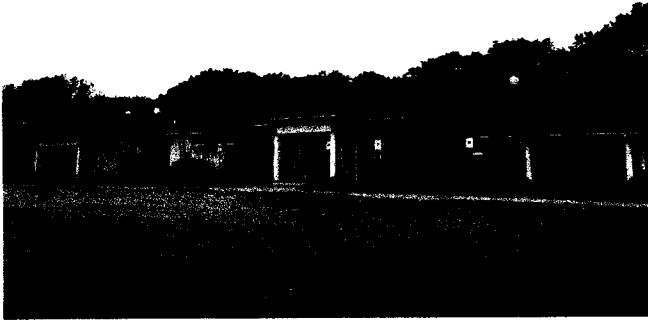
KATHLEEN MCADAM-PRICKET

1395 ATWOOD AVE #207-200

JOHNSTON, RI 02919

For service visit us online at www.ge.tips.com

TIPS Trainer: Rae Desrosiers 50028



Town of Smithfield

Smithfield Senior Center

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

January 25, 2024

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

Members of the Town Council:

The Smithfield Senior Center will be hosting a St. Pat/St. Joe party on Thursday, March 14th from 12-3. Complimentary wine and beer will be served.

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

Sincerely,

Kate McAdam-Prickett
Assistant Director/Activity and Program Coordinator

Recommended Motion:

That the Smithfield Town Council adopts a resolution for the Capital Improvements Program Plan for Fiscal Years 2025-2044.

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

**A RESOLUTION TO ADOPT THE FISCAL YEAR 2025 – 2044 CAPITAL
IMPROVEMENT PLAN**

WHEREAS, the Town of Smithfield hereby adopts the twenty (20) year Capital Program for the Fiscal Years 2025-2044;

WHEREAS, the Smithfield Capital Committee has reviewed and recommends the proposed Capital Improvement Plan for the Fiscal Years 2025-2044;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, RHODE ISLAND AS FOLLOWS:

WHEREAS, the Town Council of the Town of Smithfield adopts the twenty-year capital plan for the Fiscal Years 2025-2044.

WHEREAS, the Capital Improvement Plan will assist in the development of future budgets for capital projects and determining the financing needed to accomplish those projects within certain desired time frames;

WHEREAS, this Resolution will take effect immediately upon its passage by the Town Council.

In witness whereof I have hereunto
set my hand and affixed the official
seal of the Town of Smithfield this
6th day of February 2024.

By the Smithfield Town Council

Lyn Antonuccio, Town Clerk

T. Michael Lawton, President
Smithfield Town Council



memorandum

DATE: February 6, 2024

TO: Smithfield Town Council

FROM: Christopher Celeste, Tax Assessor

RE: Proposed Amendments to Rhode Island General Law §44-3-9.11

The proposed resolution pertains to amending the existing enabling legislation for the Town of Smithfield for tax stabilization, specifically extending the duration of the tax stabilization period and clarifying the definitions of qualifying properties.

Currently, our enabling legislation in Rhode Island General Laws §44-3-9.11 allows for a tax stabilization period of 10 years. Additionally, Public Law 1960 Chapter 7, as amended by Public Law 1975 Chapter 227 allows for a stabilization period of 20 years. This proposed amendment is meant to consolidate the current general law with the older public laws. Combining existing general law provisions with historically relevant public laws aims to create a unified set of regulations to facilitate more efficient administration. This clarity can be a significant factor for potential investors weighing their options. Extending the tax stabilization period to 20 years, as well as better defining the types of qualifying properties, will encourage long-term investments, and would make our town more attractive to various businesses seeking stability and a long-term commitment to the community. This, in turn, can better foster economic growth and job creation.

We kindly request that the Town Council considers advocating for the amendment of the Rhode Island General Law §44-3-9.11 to extend the tax stabilization period to 20 years as well as clarifying the definitions of qualifying property types. We believe this change will contribute to the overall well-being and prosperity of our community.

MOTION:

That the Smithfield Town Council hereby approves the resolution requesting the State General Assembly to amend Rhode Island General Law §44-3-9.11.

RESOLUTION

TOWN OF SMITHFIELD, RHODE ISLAND

BE IT RESOLVED by the Town Council of the Town of Smithfield that it hereby supports an act entitled, “**RELATING TO TAXATION – PROPERTY SUBJECT TO TAXATION - SMITHFIELD**”, and requests that the Town’s legislative delegation introduce said Act in the present session of the General Assembly and work for its passage.

NOW, THEREFORE, BE IT RESOLVED that the Town Manager be instructed to forward a true copy of this Resolution and said Act to Senator David P. Tikoian, Representative Gregory J. Costantino and Representative Brian Rea.

PASSED: February 6, 2024

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

Lyn M. Antonuccio, CMC
Town Clerk



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.GOV

DATE: January 29, 2024
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director
Christopher Celeste, Tax Assessor

RE: Request for Proposal (RFP) 240129 Smithfield, Rhode Island Proposals for 2024
Statistical Revaluation Services

SUBJECT:

The Town of Smithfield is seeking the professional services of an experienced contractor to provide Statistical Reappraisal Services of all Real Property located within the corporate limits of the Town of Smithfield, Rhode Island. Effective December 31, 2024.

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 44 of the Rhode Island General Laws and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Rhode Island General Laws for the licensing and certification of all individuals involved in the appraisal of real estate.

ATTACHMENTS:

Copy of RFP.

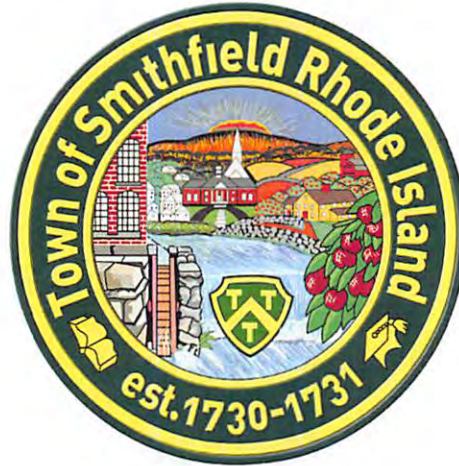
FINANCIAL:

Funding will be from the Revaluation Escrow Expenditures account.

MOTION:

That the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise RFP 240129 Smithfield, Rhode Island Proposals for 2024 Statistical Revaluation Services, utilizing funds from the Revaluation Escrow Expenditures account. Subject to final review by the Town Solicitor.

Town of Smithfield



RFP # 240129

**REQUEST FOR PROPOSALS
FOR THE STATISTICAL REVALUATION
OF REAL PROPERTY
LOCATED WITHIN THE CORPORATE LIMITS OF THE
TOWN OF SMITHFIELD, RHODE ISLAND**

Effective December 31, 2024

Table of contents:

Page 1	Cover sheet
Page 2	Table of Contents & Introduction
Page 3	Proposal Terms & Requirements
Page 4	Proposal Notice to Vendors
Page 5	Proposal Cost Proposal form
Pages 6 - 8	Proposal Specifications
Pages 9 -26	Contract Specifications

Introduction:

The Town of Smithfield is seeking the professional services of an experienced contractor to provide Statistical Reappraisal Services of all Real Property located within the corporate limits of the Town of Smithfield, Rhode Island. Effective December 31, 2024.

Sealed proposals may be received at the Finance Office to the attention of the Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am on Tuesday, March 26, 2024 at which time all bids will be publicly opened and read aloud.

TOWN OF SMITHFIELD
State of Rhode Island



Terms and Requirements for Request for Proposal

Item Description:
RFP # 240129
"Smithfield, Rhode Island Proposals for 2024 Statistical Revaluation Services"

Date and Time to be **OPENED: Tuesday, March 26, 2024 at 10:00 AM**

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

INSTRUCTIONS

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

**Town of Smithfield
State of Rhode Island**

NOTICE TO VENDORS

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. Gen. Laws, as amended, Sections 7-1.1-99, 7-1.1-105, 7-1.1-106.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website:
smithfieldri.gov/departments/finance/purchasing-bids
7. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
8. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
9. A certificate of insurance shall be required of a successful bidder within five (5) days of contract award. The Town of Smithfield shall be an *additionally named insured* in the title holder box of said certificate.



COST PROPOSAL FORM FOR RFP# 240129
THE STATISTICAL REAPPRAISAL OF ALL REAL PROPERTY LOCATED WITHIN
THE CORPORATE LIMITS OF THE TOWN OF SMITHFIELD, RHODE ISLAND,
EFFECTIVE DECEMBER 31, 2024.

The undersigned proposer affirms and declares:

1. That this proposal is executed by said proposer with full knowledge and acceptance of the contract (including the Reappraisal and Revaluation Specifications) enclosed with the request for proposals on the subject project.
2. That should this proposal be accepted in writing by the Smithfield Town Council, said proposer will furnish the services for which this proposal is submitted at the price bid and in compliance with the provisions of said contract.
3. That this proposal is accompanied by surety in the form and amount indicated below:

Bid Proposal Bond Amount \$ _____

Certified Check Amount \$ _____

4. That the proposer or his or her representative has visited the Town of Smithfield; is familiar with its geography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the Assessor's records; verified the parcel counts, and has met with the Assessor to make himself or herself knowledgeable of those matters and conditions in the town which would influence this bid proposal.
5. That all items, documents and information required to accompany this proposal of the aforesaid contract are enclosed herewith.
6. That the proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid contract for the following amount:

Proposal Requirement \$ _____

7. Proposed scheduled prices for aforementioned proposals are valid for sixty (60) days.
8. That the proposer understands and accepts that the award will be on the basis of the highest qualified evaluated proposal.

FIRM NAME: _____

PROPOSER: _____

TITLE: _____

SIGNATURE: _____

SPECIFICATIONS FOR A STATISTICAL REVALUATION PROGRAM OF REAL PROPERTY FOR THE TOWN OF SMITHFIELD, RHODE ISLAND

The Town of Smithfield, Rhode Island is undertaking a Statistical Revaluation program of Real Property, effective December 31, 2024. Contractors interested in providing the Reappraisal Services set forth in the attached Specifications are invited to deliver **1 (one) original plus 5 (five) copies of the proposals to the Finance Office, to the attention of the Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, Rhode Island 02917, no later than 10:00 AM on Tuesday, March 26, 2024,** at which time the proposals will be opened and publicly read aloud in the Town Council Chambers, 2nd floor.

Specifications for the **REVALUATION PROGRAM OF THE TOWN OF SMITHFIELD, RI** may be obtained on the Town of Smithfield website, smithfieldri.gov/departments/finance/purchasing-bids.

All proposals shall be sealed, addressed to the **Purchasing Agent** and marked:

RFP # 240129 "Smithfield, Rhode Island Proposals for 2024 Statistical Revaluation Services"

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in the Request for Proposals as well as any addendums in order to be considered responsive.

The Town reserves the right to amend this proposal for the Revaluation Program for assessments at any time prior to the deadline for submission of proposals.

The TOWN reserves the right to reject any and/or all proposals received if they determine it to be in the best interest of the town.

The TOWN is licensed to utilize Version 8.2 Appraisal *Vision*® CAMA Software of Vision Government Solutions Inc. of Northborough, Massachusetts. The town is not looking to change the existing CAMA software at this time. All data entry will be the responsibility of the Contractor. All data entry must be done independent of the live CAMA system and transferred to the in-house computer system upon completion. The system must be fully loaded with all assessment data before the reappraisal is completed. Conversion to the in-house live CAMA system must be completed no later than January 15, 2025. Any conversion is solely the contractor's responsibility. All data entry will be the responsibility of the contractor.

The successful proposer must utilize the Town's GIS data in all aspects of the revaluation. This includes plotting assessed to sales ratios on the maps both before and after the revaluation, making mass database changes to individual data items as deemed necessary by the sales analysis, delineating neighborhoods using the mapping data and using the GIS information to route the field review effort. The GIS data must be utilized for in depth quality control of the final data and should be used to depict an old to new value change representation once final values have been established. It should also be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process.

In addition to addressing each of the items in the specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least sixty (60) Calendar Days from the deadline for the submission of proposals.
2. A list of Rhode Island municipalities for which the Contractor has completed Revaluation Programs for last five years, and contacts.
3. A list of municipalities for which the Contractor has performed revaluation projects utilizing the Vision CAMA software.
4. A list of Rhode Island Revaluation Contracts for which the Contractor is currently committed with time table for completion.
5. Description and examples of the Contractor's revaluation public relations program.
6. The Contractor in its proposal must demonstrate proficiency in the use of the Vision CAMA Software and the utilization of the GIS data in aspects of the revaluation
7. Two years of the Contractor's financial statements.
8. Declaration of any pending litigation.
9. A bid bond or certified check in the amount of 10% of this proposal must be submitted by the responder as a guarantee that, in case the contract is awarded to him, he will, within ten days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond and Payment Bond, for approval by the Town of Smithfield.

All bids are subject to appropriation by the Town of Smithfield.

10. REQUESTS FOR CLARIFICATION

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

**Purchasing Agent
Finance Office
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917
c.santos@smithfieldri.gov**

Proposal Questions - Due Date is Wednesday, March 15, 2024 @ 4:00 P.M

Evaluation Criteria:

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

1. Proposal will be evaluated on the following:

	Criteria	Points
1.	Experience with Revaluation in RI	30
2.	Experience using Vision 8 Software system	15
3.	Required documents stated in RFP	25
4.	References	10
5.	Pricing	20
	Grand Total	100

2. Final Selection:

The Smithfield Town Council will select a firm based upon the review, evaluation, and recommendation of the Evaluation Committee in regards to the proposal submitted for consideration. Following the notification of the firm selected, it is expected a contract will be executed between the parties.

A firm's submission of a proposal indicates acceptance of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the firm selected.

3. Project Timetable:

Any proposal which cannot meet the project schedule will be rejected.

CONTRACT SPECIFICATIONS FOR STATISTICAL REVALUATION SERVICES

1 DEFINITIONS

- 1.1 ASSESSOR:** The word “ASSESSOR” shall mean the duly appointed Assessor of the Town of Smithfield, Rhode Island.
- 1.2 PROJECT:** The word “PROJECT” shall mean the complete revaluation of all real property within the corporate limits of Town of Smithfield, Rhode Island for assessment purposes.
- 1.3 CONTRACTOR:** The word “CONTRACTOR” shall mean the certified revaluation company who shall perform this project.
- 1.4 TOWN:** The word “TOWN” shall hereinafter mean The Town of Smithfield, Rhode Island.

2 SCOPE OF REVALUATION

This PROJECT includes the statistical revaluation of all real property within the corporate limits of Town of Smithfield, Rhode Island effective as of December 31, 2024. The revaluation program does not include Personal Property.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Rhode Island General Laws, and Regulations of Rhode Island State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the TOWN.

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 44 of the Rhode Island General Laws and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Rhode Island General Laws for the licensing and certification of all individuals involved in the appraisal of real estate.

The Project will cover and include all real property in TOWN including the following categories:

- All taxable real estate, land, buildings, and improvements.
- All public utilities and buildings.
- Only tax exempt real property reimbursed by State PILOT (Bryant University)

2.1 EFFECTIVE DATE:

The effective date of this project shall be for the December 31, 2024 Assessment Date and the pricing and valuation by CONTRACTOR of all land, buildings and improvements under this contract shall reflect the present true and actual value as of December 31, 2024.

2.2 PARCEL COUNT:

CONTRACTOR’s price for the revaluation is based upon the following anticipated parcel counts (estimated by TOWN as of January 22, 2024)

State Code - Classification	Count
01 - One Family Residence	5303
02 - Two to Five Family Residence	295
03 – Apartments - 6 units & more	20
04 - Combination	45
05 - Commercial I	1
06 - Commercial II	248
07 - Industrial	91
10 - Utility and Railroad	61
12 - Other Improved Land	20
13 - Residential Vacant	357
14 - Commercial & Industrial Vacant	153
23 - Residential Condominium	1380
24 - Commercial Condominium	8
25 - Industrial Condominium	77
33 - Farm, Forest & Open Space	74
TOTAL	8133

2.3 TOWN DATA:

Basis of Assessment	100%
Date of Last Revaluation	12/31/2021
Estimated 2020 Population	22,118
Area of the Town	26.6 sq miles

3 GENERAL CONDITIONS

3.1 STATE CERTIFICATION

The CONTRACTOR must be, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Rhode Island Revaluation Company Certification pursuant to Section 44-5-11.1 of the Rhode Island General Laws.

3.2 PERSONNEL

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. CONTRACTOR shall submit to the TOWN, written qualifications of all personnel assigned to this project.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the TOWN and shall be caused to be removed from the project by CONTRACTOR upon written notification of the ASSESSOR.

3.2.1 Minimal Qualifications

3.2.1.a Project Manager or Supervisor

The administration of this project shall be assigned by CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Rhode Island as a Revaluation Supervisor pursuant to Section 44-5-11.1 of the Rhode Island General Laws, and such other statutes and regulations that the State of Rhode Island may promulgate from time to time, and shall have not less than three (3) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR.

3.2.1.b Reviewers and Appraisers

Reviewers and appraisers shall be certified under the Rhode Island Revaluation Certification Program pursuant to Section 44-5-11.1 of the Rhode Island General Laws, and such other statutes and regulations that the State of Rhode Island may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project.

3.2.2 Background Check

All personnel will be subject to background checks by the TOWN of Smithfield Police Department.

3.2.3 Identification

All Contractor field personnel shall carry suitable I.D. cards, which shall include an up-to-date photograph. All automobiles used by Contractor's field personnel shall be registered with the town Police Department giving license number, make, model year and color of the vehicle. All personnel will be subject to a background check prior to performing work in the Town of Smithfield.

3.2.4 Office Hours and Staffing:

CONTRACTOR shall maintain an office in the Smithfield Town Hall, as needed, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

3.2.5 Conflict of Interest

No resident of the TOWN or TOWN employee shall be employed by CONTRACTOR, except in a clerical capacity, without the prior approval of the ASSESSOR.

3.3 PROTECTION OF THE TOWN

3.3.1 Bonding

CONTRACTOR shall, to secure the faithful performance by CONTRACTOR of the terms of this CONTRACT, furnish to the TOWN a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Rhode Island, with a minimum Best Company rating of "A." Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN 'S attorney. It is understood and agreed that upon completion and delivery to the TOWN of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Review, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Review on the list of December 31, 2024.

3.3.2 Insurance

CONTRACTOR shall, at its own expense, provide and keep in force the following insurance:

3.3.2.a Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

Bodily injury by accident -	\$250,000 each accident.
Bodily injury by disease -	\$500,000 each accident and,
Bodily injury by disease -	\$100,000 each employee.

The policy must provide coverage for benefits payable under the Rhode Island Workers Compensation Act, and include the Voluntary Compensation endorsement.

3.3.2.b Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

3.3.2.c During the term of the contract, CONTRACTOR shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations,

completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

- \$2,000,000 - General Aggregate
- \$2,000,000 - Product-Completed Operations Aggregate
- \$1,000,000 - Personal and Advertising Injury
- \$1,000,000 - Each Occurrence
- \$ 50,000 - Fire Damage/Fire
- \$ 5,000 - Medical Expense/Person

- 3.3.2.d** Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.
- 3.3.2.e** Insurance Certification: An Insurance certificate shall be required to be filed with the TOWN, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation. The TOWN must be named as an Additional Insured on the policy.
- 3.3.2.f** Patent/Copyright Liability: CONTRACTOR shall save the TOWN harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.
- 3.3.2.g** Defense of TOWN: All insurance companies shall have the duty to defend the TOWN against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

3.3.3 Penalties

- 3.3.3.a** Failure by CONTRACTOR to complete all work prior to the date specified herein, April 1, 2025, shall be cause for a penalty payment by CONTRACTOR, on request of the ASSESSOR, in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work no later than April 1, 2025 is defined as follows:
 - 3.3.3.a.i** Completed property record cards with all pricing, review and final valuations.
 - 3.3.3.a.ii** Final Assessment notices completed and mailed.
- 3.3.3.b** Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the TOWN will suffer if CONTRACTOR'S work is not completed by April 1, 2025. The TOWN shall have the right to use the funds withheld from each periodic payment to these contract specifications to satisfy in whole or in part, this penalty clause. Delays occasioned by strike, explosion or acts of God or an order of court or other public authority are exempt.

3.3.4 Bankruptcy, Receivership, Insolvency

If CONTRACTOR, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the TOWN shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

- 3.3.4.a Termination:** If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the ASSESSOR, be delivered to them. CONTRACTOR shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

- 3.3.4.b Hold Harmless Agreement:** CONTRACTOR shall, at all times, defend, indemnify, protect and save harmless, the TOWN and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of CONTRACTOR. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.
- 3.3.4.c Severability:** In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.
- 3.3.4.d Waiver:** No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the contract or contract specifications.
- 3.3.4.e Misrepresentation or Default:** The TOWN may void this agreement if CONTRACTOR has misrepresented any offering or defaults on any contract with a Rhode Island municipality. CONTRACTOR shall, also, immediately notify the TOWN of any claim or case formally brought against CONTRACTOR.

3.4 CHANGES AND SUBLETTING OF CONTRACT

3.4.1 Changes

Changes in these specifications or to the contract will not be permitted without written mutual agreement of CONTRACTOR and the TOWN.

3.4.2 Subletting

CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the TOWN. It should be mutually agreed and understood that said consent by the TOWN shall in no way release CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

3.5 COMPLETION DATE AND TIME SCHEDULE

3.5.1 Signing of Contract: Within 30 days after receipt of notice of acceptance by the TOWN of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the TOWN a contract in the form agreeable to the TOWN and incorporating these contract specifications.

CONTRACTOR shall commence the revaluation work in a timely manner after contract signing, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below.

3.5.2 Time Schedule: The revaluation work will be started, provided the TOWN delivers maps and provides access to the CAMA database, at the convenience of CONTRACTOR, but no later than August 1, 2024 and will continue in a diligent manner so as to ensure completion within the schedule of completion dates set forth below.

3.5.3 Completion Dates: The following phases of the PROJECT must be completed in accordance with the following schedule. Failure to substantially complete the stated performance by the stated dates shall constitute a material breach of this contract.

3.5.3.a Complete land study and set values by December 31, 2024.

3.5.3.b Complete building cost manual by December 31, 2024.

3.5.3.c Full Field Review completed by December 31, 2024.

3.5.3.d Complete study of market rents, expenses, and capitalization factors by December 31, 2024.

3.5.3.e Deliver completed CAMA database, integration of CAMA software, digital images. Real Estate Property cards with sketches, measurements, listings, pricing, and suggested values to the ASSESSOR by January 15, 2025.

3.5.3.f ASSESSOR completes review and final adjustments made for real property no later than January 24, 2025.

- 3.5.3.g Assessment notices mailed by February 5, 2025. CONTRACTOR shall pay postage.
- 3.5.3.h Informal hearings will begin no later than February 24, 2025 and end by March 8, 2025. The CONTRACTOR completes all field work resulting from hearings before March 21, 2025.
- 3.5.3.i Notices of results finalized after the informal hearings are to be mailed out at CONTRACTOR'S expense. CAMA system is updated with final property records fully completed no later than April 1, 2025.
- 3.5.4 **Assessment Date:** The completed appraisals, upon approval of the ASSESSOR, will serve as a basis for assessments, effective as of December 31, 2024.
- 3.5.5 **Delays:** CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

3.6 PAYMENT SCHEDULE

3.6.1 Periodic Payments:

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The TOWN, upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten percent (10%) of the contract price is to be paid upon the completion of work of the Board of Assessment Review on the December 31, 2024 tax roll in accordance with provisions of Section 4.7 of this contract.

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

3.6.2 Suggested Schedule and Percentage of Completed Work:

- 3.6.2.a Planning & organization
- 3.6.2.b Residential analysis and valuation
- 3.6.2.c Commercial analysis and valuation

- 3.6.2.d Field review
- 3.6.2.e Informal Hearings Notices & Interviews
- 3.6.2.f Project finalization
- 3.6.2.g TOTAL

4 RESPONSIBILITIES OF CONTRACTOR

4.1 GOOD FAITH

CONTRACTOR shall, in good faith use its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the TOWN, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

4.2 PUBLIC RELATIONS

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the TOWN may be informed as to the purpose, benefits and procedures of the revaluation program.

CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the ASSESSOR prior to release.

4.3 CONDUCT OF COMPANY EMPLOYEES

As a condition of this contract, CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A suitable dress code for all employees will also be implemented.

4.4 RECORDS

4.4.1 General Provisions

CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, forms, literature, notices and papers to be used in this project at no additional cost to the TOWN.

4.4.2 Records are TOWN Property

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the PROJECT or termination of this

contract by the TOWN, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

- 4.4.2.a Assessor's Maps;
- 4.4.2.b Land Value Maps;
- 4.4.2.c Materials and Wages, Cost Investigations and Schedules;
- 4.4.2.d Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches;
- 4.4.2.e Capitalization Rate Data;
- 4.4.2.f Sales Data;
- 4.4.2.g Depreciation Tables;
- 4.4.2.h Computations of land and/or building values;
- 4.4.2.i All letters of memoranda to individuals or groups explaining methods used for appraisals;
- 4.4.2.j Operating statement of income properties;
- 4.4.2.k Duplicated notice of valuation changes;
- 4.4.2.l Database of all property records, CAMA system, and integration with administrative system;
- 4.4.2.m Valuation cost tables and schedules for the valuation of real property.

4.4.3 ASSESSOR'S Records

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the corporate limits of the TOWN without prior written permission of the ASSESSOR.

The ASSESSOR will permit CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools if deemed accurate. CONTRACTOR will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing ASSESSOR's field cards if deemed accurate.

- 4.4.4 **Property Record Cards:** Contractor will complete property record cards and provide an electronic static database to the assessor. These cards shall contain all manner of information affecting value, including, but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with unit of value

applicable to each, public utilities available, public improvements, zoning regulations in effect as of the assessment date.

4.5 ASSESSMENT NOTICES

At the close of the PROJECT, a notice shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared on a form approved by the ASSESSOR. CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Review. Such notices shall be subject to approval by the ASSESSOR in accordance with Rhode Island General Laws.

4.6 INFORMAL PUBLIC HEARINGS

At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the ASSESSOR's discretion, shall also be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by March 8, 2025.

CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the ASSESSOR.

CONTRACTOR shall require each person, or his or her legal representative, who appears at a hearing to sign a form indicating whether or not CONTRACTOR shall reinspect the property being questioned; such decision to reinspect to be at the reasonable discretion of CONTRACTOR. Any such reinspection shall be made as soon as possible. This form shall be approved by the ASSESSOR and provided by CONTRACTOR. The completed and signed forms shall be turned over to the ASSESSOR at the conclusion of the hearings.

CONTRACTOR shall be responsible for sending notice by First-Class Mail at CONTRACTOR'S expense, notifying each taxpayer, or his or her legal representative, who appears at these hearings, or any taxpayer who has had their property value adjusted as a result of any hearings, of the results. Said notice of results shall be approved by the ASSESSOR. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, and the manner in which an appeal may be filed.

4.7 BOARD OF ASSESSMENT REVIEW

CONTRACTOR shall have a qualified member or members, approved by the ASSESSOR, of its staff, available for attendance at any deliberations of the Board of Assessment Review held after the completion of the revaluation, Sundays excluded, to assist in the settlement of complaints and to explain the valuations made. However, such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Review on the December 31, 2024 tax roll.

4.8 LITIGATION

In the event of appeal to the courts, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the December 31, 2018 tax roll assessments for up to Five (5) days at no charge. After the initial Five (5) days, a per Diem rate of \$600.00 for Residential, Commercial/Industrial properties shall be charged. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR shall also comply with any request by the TOWN to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than CONTRACTOR.

4.9 INFORMATION

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the PROJECT for a period of one (1) year after completion of the duties of the Board of Assessment Review on the December 31, 2024 tax roll, without any additional cost to the TOWN.

5 BUILDING COST SCHEDULES

5.1 GENERAL

CONTRACTOR shall prepare for usage in the PROJECT as hereinafter specified, building cost schedules and the methodology used to produce them. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

5.2 TYPES OF COST SCHEDULES

5.2.1 Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

5.2.2 Commercial

Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

5.2.3 Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

5.2.4 Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc. Cost schedules for the aforementioned items must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

5.3 DEPRECIATION SCHEDULES

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the ASSESSOR.

5.4 SCHEDULE FOR TOWN

CONTRACTOR shall supply and leave for the TOWN not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the TOWN'S usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

6 APPRAISAL SPECIFICATIONS

6.1 APPRAISAL OF LAND

CONTRACTOR shall appraise all land within the TOWN, including residential, vacant, commercial, industrial, agricultural, special use, public utility, and certain tax-exempt.

6.1.1 Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to December 31, 2024. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the TOWN. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

6.1.2 Land Value Inspection

CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes, or anything else which may detract from the usefulness of the land. A brief description of any adjustments made to any parcel of land shall be entered on the land line section of the property record.

6.1.3 Land Value Unit

CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

Land Value Map

CONTRACTOR shall delineate the land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

6.1.4 Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate neighborhood units within the TOWN. Each neighborhood unit will, in CONTRACTOR'S opinion, and with the approval of the ASSESSOR, exhibit homogenous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

6.2 APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

6.2.1 Exterior Field Review

All properties shall be reviewed in the field by CONTRACTOR'S personnel qualified as reviewers as previously prescribed in these specifications. The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation. All physical data and characteristics of each property shall be observed in the field and recorded.

6.2.2 Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the present true and actual value as of December 31, 2024, and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

6.3 APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES

6.3.1 General

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications.

6.3.2 Income Approach

Income and expense data gathered by the CONTRACTOR, shall be utilized by CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules, shall become property of the TOWN. All information filed and furnished with income and expense report shall not be a public record and is not subject to the provisions of the Access to Public Records Act, Chapter 2 of Title 38 of the Rhode Island General Laws. From these returns and other data sources, such as field investigations and interviews, CONTRACTOR will establish market or economic rent and expenses for income producing properties. CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, CONTRACTOR shall perform the income approach using both actual and economic income and expenses. CONTRACTOR shall be responsible for entering all income data into the CAMA system.

6.3.3 Review

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

6.4 CONTROL AND QUALITY CHECKS

6.4.1 Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by him/her with without the appropriate CONTRACTOR'S supervisor.

6.4.2 Building Permits

The ASSESSOR shall perform all inspections on building permits.

6.4.3 Incomplete Construction

The ASSESSOR shall perform all inspections on incomplete construction.

6.4.4 Sales Analysis

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed. Sales analyses shall be performed by using internet sales listings via desktop review only. CONTRACTOR shall perform physical visits only during field review as defined in section 6.2.1 of this contract or through the informal hearing process as defined in section 4.6 of this contract.

6.4.5 Performance Based Revaluation Standards

All fair market values that are developed by the CONTRACTOR must meet the standards described in the Rhode Island Department of Revenue Rules and Regulations Title 280 Chapter 40 Subchapter 00 Part 2.

7 RESPONSIBILITIES OF THE TOWN

7.1 Nature of Service

It is clearly understood and agreed that the service rendered by CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.

7.2 Cooperation

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

7.3 Items Furnished By the TOWN:

7.3.1 Maps

The TOWN shall furnish one (1) set of the most up-to-date TOWN tax maps that are currently available showing streets, property lines and boundaries. The TOWN also has a publicly accessible online GIS mapping service.

7.3.2 Land Dimensions

The TOWN will make available lot sizes and total acreage to CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

7.3.3 Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

7.3.4 Existing Property Record Cards

The TOWN will make available the present property record cards for printing by contractor.

7.3.5 Property Transfers

The Town shall notify CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by CONTRACTOR. CONTRACTOR shall update the revaluation database as necessary.

7.3.6 Signing of Communications

The Town shall sign, by the ASSESSOR or Assessor's designee, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

7.3.7 Mailing Address

The Town shall make available through the ASSESSOR'S Office the current mailing address and other relative data that exists on the administrative program for all property owners.

7.3.8 Media

The Town shall have above information available on computer disk or other electronic medium for the purposes of creating a legal file on CONTRACTOR's computers during the initial stages of revaluation.

7.3.9 Obligation to Keep Current

The Town shall continuously and currently update the information specified above.

7.3.10 Sales Information

The Town shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

8 TRAINING:

- 8.1 Personnel:** The ASSESSOR shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.
- 8.2 Location:** All training shall take place on the TOWN'S computer hardware within the TOWN, unless both the TOWN and CONTRACTOR agree to an alternate training site or computer hardware.
- 8.3 Documentation:** CONTRACTOR will provide a detailed user manual for the CAMA software and tax roll production interface.

9 TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

9.1 Records

Regular periodic delivery of appraisals and other information required under this agreement, as completed, and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR, shall be made to the ASSESSOR for his review. All appraisals of buildings, either complete or under construction, shall be completed as of December 31, 2024. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 31, 2024. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of December 31, 2024.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the revaluation of properties covered by this contract shall meet or exceed the standards as outlined in the Rhode Island Department of Revenue Rules and Regulations Title 280 Chapter 40 Subchapter 00 Part 2, and shall be acceptable to the ASSESSOR and conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, CONTRACTOR shall meet the ASSESSOR to discuss the progress and various other details of the project.

Recommended Motion:

That the Smithfield Town Council hereby adopts a resolution to request the Town's legislative delegation to introduce and act to amend Chapter 4-13 of the General Laws entitled "Dogs".

RESOLUTION

TOWN OF SMITHFIELD, RHODE ISLAND

BE IT RESOLVED by the Town Council of the Town of Smithfield that it hereby supports an act entitled, “RELATING TO ANIMALS AND ANIMAL HUSBANDRY -- DOG ENFORCEMENT AND PENALTIES -- FOSTER”, and requests that the Town’s legislative delegation introduce said Act in the present session of the General Assembly and work for its passage.

NOW, THEREFORE, BE IT RESOLVED that the Town Manager be instructed to forward a true copy of this Resolution and said Act to Senator David P. Tikoian, Representative Gregory J. Costantino and Representative Brian Rea.

PASSED: February 6, 2024

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

Lyn M. Antonuccio, CMC
Town Clerk

AN ACT
RELATING TO ANIMALS AND ANIMAL HUSBANDRY
– DOG ENFORCEMENT AND PENALTIES –
SMITHFIELD

It is enacted by the General Assembly as follows:

SECTION 1. Chapter 4-13-1 of the General Laws in Chapter 4-13 entitled “Dogs” is hereby amended:

§ 4-13-1. Regulatory ordinances — Enforcement and penalties.

(a) City or town councils may make any ordinances concerning dogs in their cities or towns as they deem expedient, to be enforced by the destruction or disposition of the animal, or by pecuniary penalties not exceeding ten dollars (\$10.00) for the first offense, not exceeding fifteen dollars (\$15.00) for the second offense within a year, not exceeding twenty-five dollars (\$25.00) for the third and any subsequent offense within a year to be recovered by action of debt, or by complaint and warrant, to use as that city council or town council may prescribe.

(b)(1) Barrington town council is authorized to enact an ordinance:

(i) Permitting the animal control officer in the town to issue citations to the owners of dogs for violation of any animal control ordinance which may be paid by mail; and

(ii) To prescribe pecuniary penalties as follows:

(A) A fine of not more than twenty-five dollars (\$25.00) for the first offense within a calendar year;

(B) A fine of not more than fifty dollars (\$50.00) for the second offense within a calendar year;

(C) A fine of not more seventy-five dollars (\$75.00) for the third and each subsequent offense within a calendar year.

(2)(i) Bristol town council is authorized to enact an ordinance permitting the dog officer in that town to issue citations to the owners of dogs for the violation of any

dog ordinance which may be paid by mail, and to prescribe pecuniary penalties as follows:

(A) A fine not exceeding twenty-five dollars (\$25.00) for the first offense within a calendar year;

(B) A fine not exceeding fifty dollars (\$50.00) for the second offense within a calendar year;

(C) A fine not exceeding one hundred dollars (\$100) for the third and each subsequent offense within a calendar year.

(ii) The Bristol town council may by ordinance prescribe the number of licensed dogs and their breeds which may be kept at any single-family residence other than a breeding kennel licensed under § 4-13-10, and may enforce those ordinances by pecuniary penalties not exceeding two hundred fifty dollars (\$250).

(3) Coventry town council is authorized to enact ordinances permitting the dog officer in the town to issue citations to the owners of dogs for the violation of any dog ordinance which may be paid by mail.

(4)(i) Cumberland town council may prescribe pecuniary penalties as follows:

(A) A fine not exceeding twenty dollars (\$20.00) for the first offense within a calendar year;

(B) A fine not exceeding thirty dollars (\$30.00) for the second offense within a calendar year;

(C) A fine not exceeding fifty dollars (\$50.00) for the third and each subsequent offense within a calendar year.

(ii) The town council of the town of Cumberland is authorized to enact an ordinance permitting the animal control officer or any police officer in that town to issue citations to the owners of dogs for the violation of any dog ordinance which may be paid by mail.

(iii) The town council of the town of Cumberland is authorized to enact an ordinance establishing the expense of the impoundment of dogs as determined by the town council and providing for the payment to the town of the

impoundment expense by the dog owner prior to removal of the dog from the pound.

(5) Gloucester town council is authorized to enact an ordinance to prescribe pecuniary penalties as follows:

(i) A fine not more than twenty dollars (\$20.00) for the first offense within a calendar year;

(ii) A fine not more than thirty dollars (\$30.00) for the second offense within a calendar year;

(iii) A fine not more than thirty-five dollars (\$35.00) for the third offense and each subsequent offense within a calendar year.

(6) Jamestown town council may prescribe pecuniary penalties as follows:

(i) A fine not exceeding twenty-five dollars (\$25.00) for the first offense within a calendar year;

(ii) A fine not exceeding fifty dollars (\$50.00) for the second offense within a calendar year;

(iii) A fine not exceeding one hundred dollars (\$100) for the third and each subsequent offense within a calendar year.

(7)(i) Middletown may prescribe pecuniary penalties as follows for the violation of animal control ordinances on any beach within the town of Middletown:

(A) A fine not exceeding one hundred dollars (\$100) for the first (1st) offense within the calendar year;

(B) A fine not exceeding one hundred fifty dollars (\$150) for the second (2nd) offense within a calendar year;

(C) A fine not exceeding two hundred dollars (\$200) for the third (3rd) and each subsequent offense within a calendar year.

(ii) Middletown may prescribe pecuniary penalties as follows for the violation of animal control ordinances anywhere else within the town:

(A) A fine not exceeding fifty dollars (\$50.00) for the first offense within a calendar year;

(B) A fine not exceeding one hundred dollars (\$100) for the second offense within a calendar year;

(C) A fine not exceeding one hundred fifty dollars (\$150) for the third and each subsequent offense within a calendar year.

(iii) The Middletown town council is authorized to enact an ordinance permitting the dog officer in that town to issue citations to the owners of dogs for the violation of any dog ordinance which may be paid by mail.

(8) Narragansett town council is authorized to enact an ordinance:

(i) Permitting the animal control officer in the town to issue citations to the owners of dogs for the violation of any animal control ordinance which may be paid by mail; and

(ii) Establishing the expense of the impoundment of dogs as determined by the town council and providing for the payment to the town of the impoundment expense by the dog owner prior to removal of the dog from the pound; and

(iii) Prescribing pecuniary penalties as follows:

(A) A fine of not more than twenty-five dollars (\$25.00) for the first offense within a calendar year;

(B) A fine of not more than fifty dollars (\$50.00) for the second offense within a calendar year;

(C) A fine of not more than seventy-five dollars (\$75.00) for the third and each subsequent offense within a calendar year.

(9) Newport city council is authorized to enact an ordinance:

(i) Permitting the animal control officer, and his or her agents, in that city to issue citations to the owners of dogs for violation of any animal control ordinance which may be paid by mail;

(ii) To prescribe pecuniary penalties as follows:

(A) A fine of not more than twenty-five dollars (\$25.00) for the first offense within a calendar year;

(B) A fine of not more than fifty dollars (\$50.00) for the second offense within a calendar year;

(C) A fine of not more than one hundred dollars (\$100) for the third and each subsequent offense within a calendar year.

(10) North Providence town council is authorized to enact an ordinance permitting the animal control officer in that town to issue citations to the owners of dogs for the violation of any dog ordinance which may be paid by mail.

(11)(i) Portsmouth may prescribe pecuniary penalties as follows:

(A) A fine not exceeding twenty dollars (\$20.00) for the first offense within a calendar year;

(B) A fine not exceeding thirty dollars (\$30.00) for the second offense within a calendar year;

(C) A fine not exceeding fifty dollars (\$50.00) for the third and each subsequent offense within a calendar year.

(ii) The Portsmouth town council is authorized to enact an ordinance permitting the dog officer in that town to issue citations to the owners of dogs for the violation of any dog ordinance which may be paid by mail.

(iii) The Portsmouth town council may, by ordinance, prescribe the number of licensed dogs which may be kept at any single family residence other than a breeding kennel licensed under § 4-13-10 and may enforce those ordinances by pecuniary penalties not exceeding twenty-five dollars (\$25.00).

(12) The Richmond town council is authorized to enact ordinances:

(i) Establishing the following penalties for animal control offenses:

(A) A fine of not more than fifty dollars (\$50.00) for the first offense within one year;

(B) A fine of not more than seventy-five dollars (\$75.00) for the second offense within one year of the first offense;

(C) A fine of not more than one hundred dollars (\$100) for the third and each subsequent offense within one year of the first offense.

(ii) Permitting the animal control officer or any police officer to issue citations for violation of any animal control ordinance punishable by a fine of five hundred dollars (\$500) or less, and to provide for payment of those fines by mail.

(13)(i) Scituate town council may prescribe pecuniary penalties as follows:

(A) A fine not exceeding twenty dollars (\$20.00) for the first offense within a calendar year;

(B) A fine not exceeding thirty dollars (\$30.00) for the second offense within a calendar year;

(C) A fine not exceeding fifty dollars (\$50.00) for the third and each subsequent offense within a calendar year.

(ii) Scituate town council is authorized to enact ordinances permitting the dog officer in the town to issue citations to the owners of dogs for the violation of any dog ordinance which may be paid by mail.

(14) ~~(i)~~ Smithfield town council ~~may prescribe pecuniary penalties as follows~~ is authorized to enact an ordinance:

~~(A) A fine not exceeding twenty dollars (\$20.00) for the first offense within a calendar year~~ Permitting the animal control officer in the town to issue citations to the owners of dogs for the violation of any animal control ordinance which may be paid by mail; and

~~(B) A fine not exceeding thirty dollars (\$30.00) for the second offense within a calendar year~~ To prescribe penalties for violation of the provisions of revised general ordinances, Town of Smithfield, Rhode Island 2003, as amended, Chapter 126, entitled "Animals"; and

~~(C) A fine not exceeding fifty dollars (\$50.00) for the third and each subsequent offense within a calendar year.~~

~~(ii) The Smithfield town council is authorized to enact an ordinance permitting the animal control warden in the town to issue citations which may be paid by mail to the owners of dogs for the violation of any dog ordinance in that town.~~

(15) Tiverton town council may prescribe pecuniary penalties as follows:

- (i) A fine not exceeding twenty-five dollars (\$25.00) for the first offense;
- (ii) A fine not exceeding fifty dollars (\$50.00) for the second offense;
- (iii) A fine not exceeding one hundred dollars (\$100) for the third and each subsequent offense.

(16) Warwick city council may prescribe pecuniary penalties as follows:

- (i) A fine not exceeding fifty dollars (\$50.00) for the first offense within a calendar year;
- (ii) A fine not exceeding one hundred dollars (\$100) for the second offense within a calendar year;
- (iii) A fine not exceeding two hundred dollars (\$200) for the third and each subsequent offense within a calendar year; and
- (iv) A fine not exceeding three hundred dollars (\$300) for the fourth and each subsequent offense within a calendar year.

(17) Westerly town council is authorized to enact an ordinance:

- (i) Permitting the animal control officer in the town to issue citations to the owners of dogs for the violation of any animal control ordinance which may be paid by mail; and
- (ii) Establishing the expense of the impoundment of dogs as determined by the town council and providing for the payment to the town of the impoundment expense by the dog owner prior to removal of the dog from the pound; and
- (iii) Prescribe pecuniary penalties as follows:
 - (A) A fine of not more than twenty-five dollars (\$25.00) for the first offense within a calendar year;
 - (B) A fine of not more than fifty dollars (\$50.00) for the second offense within a calendar year;
 - (C) A fine of not more than one hundred dollars (\$100) for the third and each subsequent offense within a calendar year.

(18) West Greenwich town council is authorized to enact an ordinance:

(i) Permitting the animal control officer in the town to issue citations to the owners of dogs for the violation of any animal control ordinance which may be paid by mail; and

(ii) Establishing the expense of the impoundment of dogs as determined by the town council and providing for the payment to the town of the impoundment expense by the dog owner prior to removal of the dog from the pound; and

(iii) Prescribe pecuniary penalties as follows:

(A) A fine of not more than twenty-five dollars (\$25.00) for the first offense within a calendar year;

(B) A fine of not more than fifty dollars (\$50.00) for the second offense within a calendar year;

(C) A fine of not more than one hundred dollars (\$100) for the third and each subsequent offense within a calendar year.

(19) The town council of the town of Exeter is authorized to enact any ordinance prescribing fines and penalties, in addition to those otherwise allowed by law, as follows:

(i) Providing a fine of up to twenty-five dollars (\$25.00) for the first offense;

(ii) Providing a fine of up to one hundred dollars (\$100) for the second offense; and

(iii) Providing a fine of up to two hundred dollars (\$200) for the third and for any subsequent offenses within a one-year period. In addition, the town may require proof of owners liability insurance for a twelve-month (12) period insuring against injury and damages caused by the dog. That insurance shall be in the amount of one hundred thousand dollars (\$100,000) and shall name the town as a named insured for the purposes of notice.

(20) West Warwick town council may prescribe pecuniary penalties as follows:

(i) A fine not exceeding fifteen dollars (\$15.00) for the first offense;

(ii) A fine not exceeding fifty dollars (\$50.00) for the second offense;

(iii) A fine not exceeding one hundred dollars (\$100) for the third and each subsequent offense.

(21) Woonsocket city council is authorized to enact an ordinance:

(i) Permitting the animal control office of the city to issue citations to the owners of dogs for the violation of any animal control ordinance which may be paid by mail;

(ii) Establishing the expense of the impoundment of dogs as determined by the city council and providing for the payment to the city for the impoundment expense by the dog owner prior to removal of the dog from the pound; and

(iii) Prescribing pecuniary penalties as follows:

(A) A fine of not more than fifty dollars (\$50.00) for the first offense within a calendar year;

(B) A fine of not more than one hundred dollars (\$100) for the second offense within a calendar year;

(C) A fine of not more than one hundred fifty dollars (\$150) for the third and each subsequent offense within a calendar year.

(22) Pawtucket city council is authorized to prescribe pecuniary penalties directly related to its ordinance banning the owning or keeping of pit bulls in the city as follows:

(i) For a pit bull properly licensed according to the city ordinance:

(A) A fine not exceeding two hundred fifty dollars (\$250) for the first offense;

(B) A fine not exceeding five hundred dollars (\$500) on a second offense;

(C) A fine not exceeding one thousand dollars (\$1,000) on a third offense.

(ii) For a pit bull that is not licensed pursuant to the exceptions in the city ordinance:

(A) A fine not exceeding five hundred dollars (\$500) on a first offense;

(B) A fine not exceeding one thousand dollars (\$1,000) on a second or subsequent offense.

(iii) Notwithstanding any other provision of this section, Pawtucket may through its municipal court impose a sentence of imprisonment not exceeding thirty (30) days in addition to the fines in subsection (b)(22)(ii)(A) or (B).

(23)(i) The Lincoln town council is authorized to prescribe pecuniary penalties as follows:

(A) A fine of not more than twenty-five dollars (\$25.00) for the first offense within a calendar year;

(B) A fine of not more than fifty dollars (\$50.00) for the second offense within a calendar year;

(C) A fine of not more than one hundred twenty-five dollars (\$125) for the third and each subsequent offense within a calendar year.

(ii) The Lincoln town council is authorized to enact an ordinance permitting the dog officer and police officers in that town to issue citations to the owners of dogs for the violation of any dog ordinance, which citation may be paid by mail.

(24) The East Providence city council is authorized to enact an ordinance permitting the animal control officer or any police officer in that city to issue citations to persons in violation of any animal ordinances, which may be paid by mail, and to prescribe pecuniary penalties as follows:

(i) A fine of not more than thirty dollars (\$30.00) for the first offense within a calendar year;

(ii) A fine of not more than sixty dollars (\$60.00) for the second offense within a calendar year;

(iii) A fine of not more than one hundred twenty dollars (\$120) for the third offense within a calendar year; and

(iv) A fine of not more than three hundred dollars (\$300) for the fourth offense and any subsequent offense within a calendar year.

(25) The Warren town council is authorized to enact an ordinance permitting the animal control officer in the town to issue citations to the owners of animals for violation of any animal control ordinance which may be paid by mail, and to prescribe pecuniary penalties as follows:

- (i)** A fine of not more than twenty-five dollars (\$25.00) for the first offense within a calendar year;
- (ii)** A fine of not more than fifty dollars (\$50.00) for the second offense within a calendar year;
- (iii)** A fine of not more than one hundred dollars (\$100) for the third and each subsequent offense within a calendar year.

(26) The Burrillville town council is authorized to enact an ordinance:

- (i)** Permitting the animal control officer in the town to issue citations to the owners of dogs for the violation of any animal control ordinance which may be paid by mail; and
- (ii)** To prescribe penalties for violation of the provisions of revised general ordinances, Town of Burrillville, Rhode Island, 2004, as amended, Chapter 4, entitled "Animals"; and
- (iii)** Establishing an expense not to exceed ten dollars (\$10.00) for the day during which impoundment occurs plus five dollars (\$5.00) every day the animal is detained and providing for the payment to the town of the impoundment expense by the dog owner prior to removal of the dog from the animal control facility.

(27) The Foster town council is authorized to enact ordinances permitting the dog officer in the town to issue citations to the owners of dogs for the violation of any dog ordinance, which may be paid by mail, and may prescribe pecuniary penalties as follows:

- (i)** A fine not exceeding twenty dollars (\$20.00) for the first offense within a calendar year;
- (ii)** A fine not exceeding thirty dollars (\$30.00) for the second offense within a calendar year;

(iii) A fine not exceeding fifty dollars (\$50.00) for the third and each subsequent offense within a calendar year.

SECTION 2. This act shall take effect upon passage.

Recommended Motion:

That the Smithfield Town Council hereby adopts a resolution in support of the Rhode Island League of Cities and Towns' 2024 legislative priorities.

TOWN OF SMITHFIELD, RHODE ISLAND

RESOLUTION IN SUPPORT OF RHODE ISLAND LEAGUE OF CITIES AND TOWNS 2024 LEGISLATIVE PRIORITIES

WHEREAS, all 39 cities and towns are members of the Rhode Island League of Cities and Towns;
and

WHEREAS, the Rhode Island League of Cities and Towns serves as a convener and advocates to the Governor and General Assembly to support the needs of municipalities throughout the state;
and

WHEREAS, the Rhode Island League of Cities and Towns believes in:

- Supporting robust local government funding through municipal aid programs, education aid and grants.
- Increasing opportunities, through various methods, to raise local revenues.
- Fully funded policy proposals and programs, particularly related to workforce management and personnel costs.
- Adopting policies that support 39 distinct communities, avoiding one-size-fits-all solutions, especially regarding land use, business licensing and other important policy areas.
- Maintaining local control and decision-making that reflects community needs, including land use, business operations, licensing, etc.
- Supporting greater flexibility for local government to innovate, improve efficiency and save tax dollars.

WHEREAS, the Rhode Island League of Cities and Towns surveyed all 39 members to develop legislative priorities for the 2024 session of the Rhode Island General Assembly; and

WHEREAS, stable local and education aid from the state will ensure that cities and towns can maintain municipal operations while investing one-time Federal funds toward necessary capital improvements and economic recovery; and

WHEREAS, property taxes represent approximately two-thirds of revenue for municipal budgets statewide, and Rhode Island has the eighth-highest property tax burden in the nation; and

WHEREAS, any reduction in state funding would exacerbate a dependence on property taxes, ultimately leading to service reductions, layoffs and property tax increases; and

WHEREAS, Rhode Island's municipalities are an important piece of Rhode Island's economic success.

NOW, THEREFORE, BE IT RESOLVED, that the Smithfield Town Council supports the priorities identified by the Rhode Island League of Cities and Towns on behalf of the 39 cities and towns in Rhode Island.

PASSED: February 6, 2024

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

Lyn M. Antonuccio, CMC
Town Clerk



RHODE ISLAND LEAGUE
OF CITIES AND TOWNS



LEGISLATIVE PRIORITIES 2024



**RHODE ISLAND LEAGUE
OF CITIES AND TOWNS**

DISTINCTIVE COMMUNITIES, POWERFUL ALLIANCE

With all 39 cities and towns as members, the Rhode Island League of Cities & Towns is uniquely positioned to understand municipal needs and convey them to decision-makers. We continue to support the needs of municipalities and serve as a trusted voice for communities across the state by serving as a convener and an advocate to the Governor and General Assembly.

AS AN ORGANIZATION, WE BELIEVE IN:

- Supporting robust local government funding through municipal aid programs, education aid and grants.
- Increasing opportunities, through various methods, to raise local revenues.
- Fully funded policy proposals and programs, particularly related to workforce management and personnel costs.
- Adopting policies that support 39 distinct communities, avoiding one-size-fits-all solutions, especially regarding land use, business licensing and other important policy areas.
- Maintaining local control and decision-making that reflects community needs, including land use, business operations, licensing, etc.
- Supporting greater flexibility for local government to innovate, improve efficiency and save tax dollars.



HOUSING & LAND USE

Municipal leaders stand together in welcoming the development of responsible housing in our communities and are interested in working with stakeholders across the state to improve housing opportunities for Rhode Islanders. The League supported the establishment of both the Land-Use and Housing Affordability study commissions to identify ways to help cities and towns meet their obligations under the Low- and Moderate-Income Housing Act.

TO ACCOMPLISH THIS, MUNICIPALITIES NEED:

- A clear menu of innovative solutions and funding opportunities from the state that can be implemented for people experiencing homelessness, especially during the winter season.
- Increased funding for infrastructure improvements and remediation, outside of federal aid opportunities.
- To preserve and promote quality of life, based on the different communities' needs and respect the local voice in land use decisions.
- Funding for the implementation of programs and systems to support process improvements.
- Increased technical support and adequate funding to departments and agencies that facilitate housing growth, including the Division of Statewide Planning and Department of Housing.
- Workforce development to expand the pool of municipal planners and building and zoning officials, especially as local staff are responsible for more administrative oversight and approvals.
- Adequate state and education aid to support the needs of residents.
- A commitment to expand reliable transportation opportunities for residents, including extending the urban service boundary.

Local leaders agree zoning and land use should remain a local decision. The state must work with cities and towns to encourage housing construction and rehabilitation and remove barriers to housing, such as infrastructure improvements.



FUNDING FOR TRANSPORTATION, INFRASTRUCTURE AND RESILIENCY

While municipalities have seen an influx of federal aid to support our economic recovery from COVID-19, those funds are intended to support our communities through the new challenges they are facing. As the state looks to increase housing stock, cities and towns will need infrastructure to respond to population growth.

Allocate funds to the Municipal Infrastructure Grant program – In 2021, the General Assembly authorized general fund allocations to the Municipal Infrastructure Grant program which was established in 2017 with roughly \$3 million allocated in the past few fiscal years. As housing policy continues to be discussed, additional funding of infrastructure projects is critical to expanding the housing stock across the state. The program is intended to fund utility and infrastructure improvements in identified growth centers to support additional housing construction. **We urge the state to support municipal infrastructure and resilience projects by allocating \$30.0 million to the Municipal Infrastructure Grant program for two years as it is critical to expanding the housing stock across the state.**

Secure Sustainable Funding for Municipal Road Program – In years past, the League has supported legislation that would allocate additional funds to infrastructure from State general funds. The Governor took a step in the right direction in FY 2024 to establish a municipal road program. However, it does not have a sustained source of funding. Massachusetts, along with Connecticut and Pennsylvania, established a Chapter 90 program (a reference to the section of state law) that supports local roadbuilding based on a formula that considers each community's road mileage and population among other factors.



EDUCATION AID

Education spending represents the single largest budget item in most communities. With the education funding formula phase-in complete, we support the state's continued commitment to schools. As the state considers the next phase of the formula, we ask the following:

- **Smooth Decreases to Cities & Towns Experiencing Enrollment Fluctuations.** There have been modifications to the Funding Formula to address significant enrollment fluctuations in addition to other changes that have further impacted municipalities. The Funding Formula has become less reliable due to these changes and hasn't addressed the structural changes in public education in Rhode Island. As reported by the Rhode Island Public Expenditure Council, public school enrollment has fallen by over 7,000 (5.2%) and district school enrollment has fallen by over 10,000 (7.9%) since 2019.
- **Early Communication on Funding Formula Modifications.** As required as part of the FY 2024 budget, the General Assembly required the RI Department of Education (RIDE) to evaluate and consider measures to account for Multilingual Learners in the funding formula in the submission of the FY 2025 budget. Ensuring municipalities have adequate information to understand this metric and associated funding is essential.
- **Increase the state share of teacher pension contributions above the current 40% level** – Rhode Island is one of only two states in New England where the state does not contribute 100% of the required pension contributions for teachers. Increasing the state share would provide greater parity with New England and provide local budget relief.

While the League appreciates the efforts of Governor McKee and the General Assembly to address the challenges around education, especially in the aftermath of the COVID-19 pandemic, our members are still concerned about the integrity of the Funding Formula. **We request that the General Assembly address the structural failures of the funding formula to better support municipal leaders and Rhode Island public schools through a Joint Study Commission of both chambers.**



IMPROVING QUALITY OF LIFE & STREAMLINING OF SERVICES

Municipal governments play a crucial role in local governance, providing essential services and representing the interests of residents within their community. As the level of government closest to the people it serves, municipalities must innovate and improve services to maintain a well-functioning, transparent and effective operation.

Increase Accountability for Law

Enforcement – The League has made several recommendations to improve the Law Enforcement Officers’ Bill of Rights (LEOBOR). We support extending the period for officer suspensions; expanding the LEOBOR hearing board and making it a standing committee to ensure the uniform application of standards and discipline across cases; and allowing municipal and police officials to discuss certain investigations publicly.

Enabling the Offering of Digital Tax Bills

– Many communities would like to offer digital tax bills but are currently prohibited from doing so under State law. The League is proposing that the General Assembly adopt enabling legislation that would authorize cities and towns to do so at their discretion.

Increasing Municipal Purchasing

Thresholds – In 2023, the General Assembly approved modifications to the State’s purchasing thresholds but excluded cities and towns from that authority. Most cities and towns have lower thresholds than the \$5,000 limit set by State law. As of November 2023, \$5,000 doesn’t have the same buying power as it did in January 2020 meaning that you would need almost \$6,000 to buy the same quality and quantity of goods today. The League would ask that the General Assembly approve legislation that offers parity to municipalities.

Improvements to Municipal Authority to Regulate Short-Term Rentals

– An established House study commission is set to make recommendations by March 2024 regarding the operations of Short-term Rentals in Rhode Island. The League presented recommendations in November 2023 that would clarify legislative authority on regulating short-term rentals and that would reinstitute the Hotel Tax for short-term rentals. We encourage the Commission and the General Assembly to adopt these measures to improve quality of life in all cities and towns.

Supporting the Enforcement of Municipal Liens

– Municipalities face challenges with ignored liens, uncorrected violations, and the inability to enforce these judgments effectively. One way to address this would be by modeling Municipal Court liens after real estate tax liens, establishing a foreclosure sale procedure for past-due liens – offering a similar level of protection and enforcement – or extending the protection granted to Super Liens, ensuring they survive mortgage foreclosures.

Increased Home Repair Funding

Programs – In the same vein, many property owners struggle with the ability to repair their homes. Cities and towns have limited resources and try to work with property owners when property falls into disrepair. To alleviate the burden on property owners, the State should allocate additional home repair funds to every municipality for distribution based on the needs in their communities.



WORKFORCE MANAGEMENT

Personnel costs are the largest component of local budgets – representing 70% of expenditures across cities, towns and schools. The League believes that municipal officials need greater flexibility in managing the municipal workforce to reflect the needs of their community, encourage innovation, improve efficiency and control property tax growth. We will monitor the outcomes of the legislatively mandated Pension Study Commission under Treasurer Diossa and hope to see the Commission address some of our priorities.

Binding Arbitration Reform & Lifetime Contracts – Binding arbitration for public safety employees and the recently enacted lifetime contract law have tied the hands of local officials in balancing their budgets and need to be reformed. The League supports binding arbitration reforms to limit the scope of decisions, require mediation prior to arbitration and provide safeguards so that an arbitration decision cannot endanger a community's finances. The League continues to oppose the lifetime contract law enacted in 2019 but would support temporary contract extensions when agreed to by all parties.

Fairness for Municipal Disability Pensions – Under current law, the disability pension benefit for municipal employees and public safety personnel is 66 2/3% of salary, tax-free, even if the injured individual can do other work. In comparison, disability pensions for state employees and teachers are only 50% if the person can do other work. This expensive double standard is unfair to local property taxpayers who must pay higher benefits for municipal employees.

Extend Injured-on-Duty Reforms to Municipalities – The League supported state reforms in 2019 to injured-on-duty (IOD) benefits but believes they should apply to municipal employees – not just state employees. Rhode Island's IOD law grants an injured or sick municipal police officer or firefighter 100% of pay and benefits while he/she is incapacitated and throughout the disability pension application process, including appeals. Many cities and towns pay full IOD salaries and benefits to employees for many years, while also paying overtime to cover vacant positions. We support including municipal employees in reforms to limit the amount of time that people can receive IOD benefits and to provide greater accountability of the program.



PROPERTY TAXES

Property taxes represent two-thirds of local revenues. To fund essential government services, cities and towns need to preserve their ability to assess and collect property taxes as efficiently as possible.

State-Mandated Tax Exemptions – Over the years, state lawmakers have enacted or proposed various property tax exemptions, which may be well-intentioned, but which also erode the local tax base. The League believes that any property tax exemptions should be fully reimbursed by the state for the annual value of taxes lost. Alternatively, such enactments should be enabling rather than mandatory so that the city or town can choose whether to offer the exemption benefit.

Renewable Energy Land Taxation – In the 2022 legislative session, the General Assembly modified the ability of cities and towns to be able to tax land for renewable energy developments. Our rural communities experience the most significant impact and face reductions in revenue. Our members would like to ensure that while Rhode Island aggressively addresses our energy and climate resiliency goals, cities and towns are also able to sustain their operations and raise revenue.

Tax Cap Exemption for New Housing Units – Rhode Island General Law limits municipal tax base growth to 4.0% annually, with several exemptions outlined in § 44-5-2(d)4. With the potential development of housing, the League would be interested in creating a new tax cap exemption exclusively related to the development of new housing units (new construction and conversion properties).



FISCAL RESTRAINT AND FINANCIAL SUCCESSES

With Rhode Island having the eighth highest property tax burden in the nation, municipal officials are working hard to stretch local tax dollars and avoid large tax increases, especially when so many Rhode Islanders are struggling.

Cities and towns have led the way in budget restraint, supported by sound fiscal management and improved state funding for education. Since FY 2016 cities and towns have averaged approximately 2.32% property tax growth, well under the 4.0% mandated tax cap. Sustained state aid to municipalities is the most important ingredient in allowing municipal leaders to continue careful stewardship of their budgets.

Maintain funding for Distressed Communities – This program assists communities that have high property tax burdens relative to the wealth of their taxpayers, including Central Falls, North Providence, Pawtucket, Providence, West Warwick and Woonsocket.

Fully fund the Payment In-Lieu of Taxes (PILOT) program and Update the Statutory Target – With more than a dozen communities hosting tax-free entities like state facilities and non-profit hospitals and colleges, PILOT bridges the gap between lost tax revenues and local spending on necessary services, like police and fire, that are provided to those institutions. **In the last several fiscal years, the State has met the statutory requirement of 27.0% but has not revisited whether or not this is the correct statutory funding level. The League requests that the target be increased to 30.0% in FY 2025.**

Oppose Agency “Scoops” – The League consistently opposes taking funds from quasi-governmental organizations as a one-time resource to close the state’s deficit. Many of these programs – such as the RI Resource Recovery Corporation, RI Infrastructure Bank and RI Health and Education Building Corporation – are funded by municipal fees, so agency scoops would effectively use city and town funds to close the state deficit.





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2022 / 2024

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The Rhode Island League of Cities and Towns is a private, nonpartisan, nonprofit association of cities and towns formed in 1968 to advocate the interests of cities and towns before the state legislature, federal and state agencies, and to improve the effectiveness of local government in the state of Rhode Island.

PUBLIC POLICY ADVOCACY

Lobbying for public policies that benefit and strengthen local government

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RHODE ISLAND MUNICIPAL ARMS

RHODE ISLAND
AND PROVIDENCE PLANTATIONS



Drawings by

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RHODE ISLAND LEAGUE OF CITIES AND TOWNS

One State Street, Suite 502, Providence, RI 02908

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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.GOV

DATE: January 30, 2024
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director

RE: Memo seeking Town Council approval to advertise a Request for Proposal (RFP) # 240201 for Town-wide | On-call | Plumbing Services.

SUBJECT:

At the July 12, 2022 Town Council Meeting, the Town Council voted to approve a two (2) year contract with Arden Engineering Constructors, LLC located at 505 Narragansett Park Drive, Pawtucket, RI 02861, that contract is set to expire on July 1, 2024.

Having an on-call plumbing contractor for all Town and School buildings is an important service to have especially in case of emergencies. The Purchasing Agent hereby requests that the Town Council authorize the advertisement of a new Request for Proposal (RFP) # 240201 for Town-wide | On-call | Plumbing Services.

Following Town Council approval, the RFP will be advertised in the newspaper and posted/advertised on the various websites used by the Town and also by direct communication with companies listed on the State of RI Master Purchasing Agreement (MPA) 40FY22 to FY25 for on-call professional plumbing services for the maintenance of all Town owned facilities including all School Department property.

After the public bid openings, all submissions will be reviewed by an evaluation committee and a recommendation will be presented to the Town Council for award consideration.

ATTACHMENTS:

Copy RFP.

FINANCIAL:

Funding source will be FY 2024 municipal budget.

MOTION:

That the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise RFP # 240201 for Town-wide | On-call | Plumbing Services.

Town of Smithfield, RI

Request for Proposals



RFP # 240201

Town-wide | On-call | Plumbing Services

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Introduction:

The Town of Smithfield is seeking the professional plumbing services of an experienced Master Plumber contractor to conduct a variety of services to assist the Town with maintenance, repairs and upgrades on all Town and School Department facilities. The Town is looking to enter into a one year contract with two one year options at the sole discretion of the Town.

The Town of Smithfield invites the submittal of responses to this Request for Proposals (RFP) and from companies listed on the State of RI Master Purchasing Agreement (MPA) 40FY22 to FY25 for on-call professional plumbing services for the maintenance of all Town owned facilities including all School Department property and other future projects.

Sealed proposals may be received at the Finance Office to the attention of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am on Thursday, June 5, 2024 at which time all bids will be publicly opened and read aloud.



Terms and Requirements for Request for Proposal

Item Description: **ON-CALL | TOWN WIDE | PLUMBING SERVICES**

Date and Time RFP is to be **ISSUED: WEDNESDAY, MARCH 21, 2024.**

Date and Time to **OPEN Proposals: WEDNESDAY, JUNE 5, 2024 AT 10:00 A.M.**

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

INSTRUCTIONS

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

Town of Smithfield
State of Rhode Island

NOTICE TO VENDORS

- 1 The Town of Smithfield (Town) reserves the right to waive any and all informalities and to award the contract on the basis of the lowest qualified evaluated bid proposal.
- 2 No proposal will be accepted if made in collusion with any other responder.
- 3 A responder who is an out-of-state corporation must qualify or register to transact business in this State, in accordance with R .I. Gen. Laws, as amended, Sections 7-1.1- 99 , 7 - 1.1-105, 7-1.1-1 06.
- 4 The Town of Smithfield reserves the right to reject any and all proposals.
- 5 In determining the lowest qualified evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
- 6 Where prices are the same, the Tow n of Smithfield reserves the right to award to one responder, or to split the award.
- 7 Competitive bids may be obtained by all responders attending the formal proposal opening.
- 8 As the Tow n of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 9 In case of error in the extension of prices quoted, the unit price will be given.
- 10 The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town of Smithfield.
- 11 Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 12 A certificate of insurance shall be required of a successful vendor in which the Town of Smithfield is named as an *additionally named insured* in the title holder box. The certificate shall provide that the Town will be given at least 30 days advance notice of policy cancellation.
- 13 Proposals may be submitted on an "equal" in quality basis. The Tow n reserves the right to decide equality. Res ponders must indicate brand or make offered and submit detailed specifications if other than brand requested.
- 14 For contracts involving construction, alteration and /or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. as amended).
- 15 No goods should be delivered or work started without Notice from the Tow n .

VENDOR PROPOSAL TERMS

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Purchasing Agent or Town appointed designee.
2. Awards will be made within thirty (30) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
5. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town of Smithfield by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third person, or their agents, servants and/or claimed under them.

SPECIFICATIONS

1. The Town of Smithfield is seeking proposals for Town-wide Plumbing Services Contract for maintenance /repairs and upgrades on all Town and School facilities.
2. The candidate is to be a licensed RI Master Plumber Contractor to provide the Town of Smithfield and the School Department routine maintenance/repairs, emergency services and improvement projects as required.
3. The contract period shall be in effect for one (1) year: July 1, 2024 through June 30, 2025, with the option for two (2) additional one year terms. First option year is from July 1, 2025 to June 30, 2026 and the second option year is from July 1, 2026 to June 30, 2027 at the sole discretion of the Town.
4. Award will be made on the basis of the lowest, qualified and evaluated proposal price that meets all terms, specifications and deemed to be in the best interest of the Town.
5. The following are considered normal working hours: Monday - Friday 7:00 AM to 4:30 PM. Work performed outside of these hours shall only be permitted in the case of emergencies, or as specifically directed by Town personnel. This work shall be billed at the Emergency/Off-hour/Holiday rate.
6. Projects in excess of \$10,000 will be reviewed by the Town Council and/or School Committee and will be considered separate and require a Request for Proposal (RFP) process for the project if it serves the best interest of the Town and/or School Department.

Note: The successful candidate will be "on call" 24 hours/day, 7 days/ week, 365 days per year.

Town of Smithfield
State of Rhode Island

REQUESTS FOR CLARIFICATION

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

Purchasing Agent
Finance Office
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917
c.santos@smithfieldri.gov

Proposal Questions Due Date is Wednesday, May 24, 2024 @ 4:00 P.M

COST PROPOSAL

The cost proposal should include the following information:

- 1.) The responder shall submit Attachments "A" filled out completely.
- 2.) The cost proposal should contain all pricing information relative to delivery of services as described in this RFP.
- 3.) No Proposals will be accepted after Wednesday, June 12, 2024 at 10:00 AM.at the Finance Office to the attention of the Purchasing Agent.

EVALUATION CRITERIA

- 1.) The Town Evaluation Committee will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town of Smithfield. The Evaluation Committee will make a recommendation to the Town Council for approval.
- 2.) Proposals will be evaluated on the following:

	EVALUATION CRITERIA	Score
1.	Company Information and Years in Business	20
2.	Required documents stated in RFP	20
3.	Experience and References	20
4.	Business located in the Town of Smithfield	5
5.	Pricing	35
	Grand Total	100

Town of Smithfield
State of Rhode Island

FINAL SELECTION

The Town of Smithfield will select a firm based upon the review, evaluation and recommendation of the Evaluation Committee in regards to the proposal submitted for consideration. The Town will take final action as to whether to go forward with the proposal. Following the notification of the firm selected, it is expected a contract will be executed between the parties.

- 1.) A firm’s submission of a proposal indicates acceptance of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.
- 2.) Award will be made on the basis of the lowest qualified evaluated bid price meeting all terms and specifications deemed to be in the best interest of the Town of Smithfield. Evaluation criteria will be based on regular rate, emergency/off-hour rate, Sunday/holiday rate and ability to perform.

TIMELINE

Request for Proposals Issued	Wednesday, March 21, 2024
Proposal Questions Due Date	Wednesday, May 24, 2024 @ 4:00 P.M
Proposal Due Date and Opening	Wednesday, June 5, 2024 @ 10:00 A.M
Town Council Meeting for potential contract award	Wednesday, June 18, 2024 @ 7:00PM

Town of Smithfield, RI



ATTACHMENT "A"

The Town of Smithfield invites the submittal of responses to this Request for Proposals (RFP) and from companies listed on the State of RI Master Purchasing Agreement (MPA) 40FY22 to FY25 from Master Plumbers for on-call professional plumbing services for the maintenance of all Town owned facilities including all School Department property and other future projects.

The Plumbers selected are to be Master Plumbers and have adequate experience providing plumbing maintenance including but not limited to the installation, replacement, and repair of plumbing systems, Installing, replacing, piping, and testing plumbing systems and components. The selected plumbers must hold his / her own Master Plumber certification. The Town may request services through an on-call relationship with a separate agreement for each project.

The scope of services will be determined by individual project needs. The scope will be ongoing and as needed. Selection of a Plumber, by the Town of Smithfield, in response to this request does not guarantee that professional services will be required. The Town also maintains sole discretion in assigning projects, if any, to selected plumber(s). The purpose of this RFP is to establish the most qualified plumbers for on-call services as needed.

Each submittal must address, but does not need to be limited to, the following:

- a. Company name, including the address of all the respondent's offices
- b. Name, position, phone number of primary contact person.
- c. Names of plumber(s) in the company and number of years' company has been in business
- d. Number of staff and titles in the office that will be working on behalf of the Town
- e. Amount of professional liability insurance coverage carried by the company
- f. A fee schedule including a regular routine hourly rate, Emergency hourly rate, material markup price, and any other fees and conditions or documents associated with plumbing work. The fee schedule should also include any anticipated single hourly rate increases expected over the next year.
- g. A proposed arrive on-site response time for non-emergency, urgent, and emergency electrical needs. For the purpose of this RFP, emergency is defined as "high health risk or danger of injury or loss of life" and urgent as "risk of property damage or long-term health risk."
- h. Any other items which the respondent deems necessary.

Each submittal should provide a brief summary detailing the experience, understanding of the role of providing plumbing services, and fee schedule for services. This summary should include examples and size of prior plumbing work completed and list a minimum of three (3) professional references.



**ATTACHMENT A
COST PROPOSAL FORM**

Agrees to respond on: Town-wide Plumbing Services Contract – one (1) year term (July 1, 2024 - June 30, 2025), with the option for two additional one (1) year terms.

Date and time proposals will be opened: Wednesday, June 5, 2022 at 10:00 AM

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

1. Hourly rate for the First one (1) year period July 1, 2024 - June 30, 2025

_____ \$ _____
 (Per Hour Rate in words) (Per Hour Rate in Figures)

2. Emergency/Off-hour rate for the First one (1) year period July 1, 2024 – June 30, 2025

_____ \$ _____
 (Per Hour Rate in words) (Per Hour Rate in Figures)

3. Sunday/ Holiday rate for the First one (1) year period July 1, 2024 - June 30, 2025

_____ \$ _____
 (Per Hour Rate in words) (Per Hour Rate in Figures)

Option Year 1-

1. Hourly rate for the First Optional (1) year period July 1, 2025 - June 30, 2026

_____ \$ _____
 (Per Hour Rate in words) (Per Hour Rate in Figures)

2. Emergency/Off-hour rate for the First Optional one (1) year period July 1, 2025 – June 30, 2026

_____ \$ _____
 (Per Hour Rate in words) (Per Hour Rate in Figures)

3. Sunday/ Holiday rate for the First Optional one (1) year period July 1, 2025 - June 30, 2026

_____ \$ _____
 (Per Hour Rate in words) (Per Hour Rate in Figures)



**ATTACHMENT A
COST PROPOSAL FORM**

Option Year 2-

1. **Hourly rate for the Second Optional one (1) year period July 1, 2026 - June 30, 2027**

_____ \$ _____
(Per Hour Rate in words) (Per Hour Rate in Figures)

2. **Emergency/Off-hour rate for the Second Optional one (1) year period July 1, 2026 – June 30, 2027**

_____ \$ _____
(Per Hour Rate in words) (Per Hour Rate in Figures)

3. **Sunday/ Holiday rate for the Second Optional one (1) year period July 1, 2026 - June 30, 2027**

_____ \$ _____
(Per Hour Rate in words) (Per Hour Rate in Figures)

PHONE: _____

EMAIL: _____

CONTACT PERSON NAME TITLE

CONTACT PERSON SIGNATURE

TITLE: _____



memorandum

DATE: January 31, 2024

TO: The Honorable Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: **Smithfield Pension Funding Policy**

The Town is continuing its ongoing efforts to improve the health of the Police and Fire Pension Funds. Over the past few months, we have been working with the Auditor General's Office to develop this policy using best practices as outlined by the Government Finance Officers Association (GFOA). This policy is in line with the funding levels that we have incorporated in the most recent collective bargaining agreement and work towards funding the Actuarially Determined Contribution (ADC) annually. The implementation of this policy is another great step to achieving our goals for the plans.

Motion:

Moved that the Smithfield Town Council approve the Pension Funding Policy for the Police and Fire Pension Fund.

Town of Smithfield

Pension Funding Policy

The intent of this policy is to clearly communicate the Town of Smithfield's pension funding objectives, its commitment to Town employees, and the sound financial management of the Town; and to comply with all statutory requirements, including reviewing and adopting this policy annually.

The Government Finance Officers Association (GFOA) recommends the adoption of a pension funding policy that addresses three core elements, which are as follows:

- **Actuarial Cost Method** – The technique used to allocate the total present value of future benefits over an employee's working career (normal cost / service cost).
- **Asset Smoothing Method** – The technique used to recognize gains or losses in pension assets over some period of time, so as to reduce the effects of market volatility and stabilize contributions.
- **Amortization Policy** – The length of time and the structure selected for increasing or decreasing contributions to systematically eliminate any unfunded actuarial accrued liability or surplus.

In addition to the items identified by the GFOA, this policy also addresses the Town's position on:

- **Pension Funding Goal**
- **Funding Pension Cost**

Several terms are used throughout this policy, which are as follows:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future costs of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Actuarially Determined Contribution (ADC) – Is the annual amount recommended to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension costs – which is the estimated cost of pension benefits earned by employees in the current year; and amortization of UAAL – which is the cost needed to cover the unfunded portion of the pension earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio, the better funded the pension is with 100% being fully funded.

Intergenerational Equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The Town of Smithfield’s police department and fire department employees shall participate in a closed private pension fund, previously through the John Hancock Life Insurance Company and now through the Principal Financial Group. All other eligible employees of the police department and fire department are covered by the State of Rhode Island’s Municipal Employee Retirement System.

The Retirement Income Plan for Employees of the Fire & Police Departments of the Town of Smithfield, RI.

The private, closed pension plans for fire and police department employees of the Town of Smithfield, is administered as single employer pension plans.

Each agency participating in the plan has an individual agency’s trust fund reflecting that department’s assets and liabilities. Under this plan, all contributions are deposited to, and distributions are made from that fund’s assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town of Smithfield has two trust funds, one for police employees and one for fire employees.

The three core elements outlined by the GFOA, guidance is addressed and discussed in the annual individual actuarial valuations, on an annual basis within the Retirement Plan for Former Employees of the Police Department of the Town of Smithfield & the Town of Smithfield Fire Department Pension Plan. Beginning with the valuation report dated July 1, 2023, the Retirement Plan for Former Employees of the Police Department, valuation report will contain a projected Actuarially Determined Contribution (ADC) for the next fiscal year. Using the upcoming report, that will be dated July 1, 2023, as an example, it will contain a projected Actuarially Determined Contribution for the Town’s fiscal year 2024-2025.

Net Pension Liability, as of June 30, 2022

Private Pensions	Assets	Total Pension Accrued Liability	Net Pension Liability	Funded Ratio
Fire Pension Trust	28,669,759	41,762,649	13,092,890	68.65%
Police Pension Trust	12,657,618	25,392,490	12,734,872	49.84%
Total	41,327,377	67,155,139	25,827,762	61.54%

Funding Goal – Police Pension Trust

The Police Pension Trust, presently funded at 49.84%, as of June 30, 2022, is considered in Critical Status. The Town of Smithfield is presently ahead of the pace established in 2014 to bring this plan out of Critical Status, which is estimated to occur by the close of fiscal year 2025, the initial plan from 2014 called for this pension plan to come out of Critical Status by 2026.

The Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

The Town of Smithfield's funding ratio goal is 100% for the Police Pension Trust, this will result in the reduction of annual employer contributions and obligations.

The Police Pension Trust is estimated to achieve a funded ratio of 100% by June 30, 2031.

- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.
- The fluctuating cost of a UAAL can cause strain on the Town's budget, affecting its ability to maintain, enhance or add new services in the future.

The Town of Smithfield has taken the following actions to achieve this goal:

- The Town of Smithfield went out to bid and awarded the Investment Advisor Services contract to a new vendor for its police and fire pension plan trusts, thus resulting in savings on annual fees.
- The Town of Smithfield contributes the actuarially determined contribution amount in the first half of the fiscal year.
- The Town maintains the ADC payment from operating revenues – the Town of Smithfield is committed to maintaining the full ADC payment (normal cost and UAAL amortization) from operating funds. The estimated ADC for fiscal year 2022-2023 is \$1,776,158 and fiscal year 2023-2024 is recommended at \$1,145,592 and will be funded from operating funds without diminished Town services.
- There are no longer any active employees contributing to this pension plan.
- Actuarially Determined Contribution (ADC) based on a 20-year closed amortization period, beginning in 2010. As of July 1, 2022, there were 8-years remaining of the closed amortization period.
- As of July 1, 2023, the amortization period will be reset to 19-years remaining of the closed amortization period and the rate of return and discount rate has been reduced from 7.50% to 7.25%.

Based on these actions, the Town of Smithfield's current plan is to emerge from Critical Status by June 30, 2025, one year ahead of the amortization timeline set forth by the Town in 2014. An actuarial valuation of 100% funding is projected by June 30, 2031, which will be reviewed annually.

Funding Goal – Fire Pension Trust

The Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

The Town of Smithfield’s funding ratio goal is 100% for the Fire Pension Trust, this will result in the reduction of annual employer contributions and obligations.

The Fire Pension Trust is estimated to achieve a funded ratio of 80.30% by June 30, 2034.

- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.
- The fluctuating cost of a UAAL has the ability to cause strain on the Town’s budget, affecting its ability to maintain, enhance or add new services in the future.

The Town of Smithfield has taken the following actions to achieve this goal:

- The Town of Smithfield went out to bid and awarded the Investment Advisor Services contract to a new vendor for its police & fire pension plan trusts, thus resulting in a savings on annual fees.
- As part of the recent collective bargaining agreement (effective 7/1/23) the Town negotiated increases in active employee contributions and contributions made by the Town. The table below shows the contribution percentage increases by fiscal year. Contributions are based on the percentage of annual salary and longevity payment of plan members.

	Employee Contribution	Town Contribution
Fiscal Year 2023	10.0%	24.6%
Fiscal Year 2024	10.5%	32.7%
Fiscal Year 2025	10.5%	38.9%
Fiscal Year 2026	11.0%	44.8%

- As of July 1, 2022, the closed amortization period has 9-years remaining, which began in 2011.
- As of July 1, 2023, the amortization period will be reset to 19-years remaining of the closed amortization period and the rate of return and discount rate has been reduced from 7.50% to 7.25%.
- The Town contributed \$667,755 for fiscal year 2022-2023 and the estimated amount for fiscal year 2023-2024 is \$858,888 and will be funded from operating funds without diminished Town services.

Actuarial Recommendations to Achieve a Funding Ratio of 100% for the Fire Pension Trust.

- The Town has committed additional payments above the current levels by increasing the Town’s contractual obligations from 25.6% to 44.8% (by fiscal year 2025-2026) of annual salary and longevity payments. This will result in a 6-year pay-down plan, from fiscal year 2023-2024 through fiscal year 2028-2029. This projected additional payment and number of years to pay-down early may be adjusted annually, based on the updated UAAL, economic environment, and available general fund revenues.
 - Additional payments during this 6-year period would total \$4,893,232, beginning in the fiscal year 2023-2024 and would result in an average annual additional contribution of \$815,538 during this 6-year period.
 - It is estimated that by the close of the 6-year additional funding period, fiscal year 2028-2029 the Fire Pension Trust would be funded at 68.9% and the Town achieving its goal of funding 100% of the Actuarially Determined Contribution (ADC).

Town of Smithfield – Funding Pension Costs

It is the Town of Smithfield’s policy that funding of the Town’s pension obligations from operating revenues will be a priority during the annual budget and review process, before other or new service enhancements are considered.

* * * * *

The foregoing Pension Funding Policy was approved at a meeting of the Town Council on this ____ day of February 2024.

T. Michael Lawton
Town Council President

Randy R. Rossi
Town Manager

Recommended Motion:

That the Smithfield Town Council hereby authorizes the American Legion Balfour-Cole Post #64 to hold monthly meetings at the East Smithfield Neighborhood Center when it is completed.



Town of Smithfield

Historic Preservation Commission

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

January 31, 2024

Smithfield Town Council
Mr. Michael Lawton, President
c/o, Mr. Randy Rossi, Town Manager
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917

Re: Veterans use of ESNC-Dedication

Dear Mr. Lawton,

Your Smithfield Historic Preservation Commission is pleased to represent our local veterans of the Balfour-Cole Post #64-US American Legion in formally requesting their use of the East Smithfield Neighborhood Center-Conference Room for their monthly meeting and other business. As many other organizations and groups have utilized the Center for over a century, and the Smithfield Youth Council and Boys and Girl Clubs of Northern RI, are already programmed for use of the Neighborhood Center, it would be most appropriate to extend this invitation to our veterans.

And furthermore, Whereas, as Private 1st Class William Demaine distinguished himself in World War 1 and by being the first supervisor of the Esmond Welfare Club, Co-founder and first President of the Balfour Cole Post64, and served the Town of Smithfield as Tax Collector and Deputy Sheriff, We ask to Resolve, that the newly restored Conference Room at the Neighborhood Center be named in his honor.

The history and good works of the Balfour-Cole Post #64 as briefly outlined in their letter to the Town, of December 16, 2023, attest to their important role in outreach to the community and in honoring the service, sacrifice and memory of those that have served our town and our country.

We are most hopeful that the Town Council will take this opportunity to express their respect and appreciation for our veterans by approving these modest requests.

Sincerely,

Robert E. Leach, RA, NCARB
Chairman
Smithfield Historic Preservation Commission

Cc: Michael Iannotti
Sean Kilduff

Attachmts



Balfour-Cole Post #64

American Legion

P.O. Box 17055

Smithfield, RI 02917

401-300-4550

December 16, 2023

Town of Smithfield
Attn: Randy Rossi, Town Manager
64 Farnum Pike
Smithfield, RI 02917

Re: East Smithfield Neighborhood Center

Dear Mr. Rossi and Town Council,

Last May, at the invitation the Smithfield Historical Preservation Commission, our representative of the Balfour-Cole Post #64-US American Legion was asked to attend their meeting and consider using the East Smithfield Neighborhood Center building as our home for meetings and conducting business. Subsequently, at our May Post #64 meeting we discussed the benefits of using the facility if formally offered. Many members fondly reflected on when they attended various functions at the ESNC such as Christmas Parties and holding Boy Scout meetings. A vote was taken and passed unanimously, to use the ESNC as our new home and we would be honored if accepted to do so by the Town when the building is available.

On the 3rd day of January 1938, the required number of persons including PFC, William Demaine, proposed the formation of the Balfour-Cole Post and was granted a charter by the US American Legion. William Demaine was also a pivotal person in the early days of running and organizing the ESNC. We would also be pleased to dedicate the new ESNC "Conference Room" in his honor.

The American Legion supports four pillars: Veterans Affairs & Rehabilitation; National Security; Americanism; and Children & Youth. Our post supports State and National Legion programs, but focus on Smithfield. We organize and perform the Memorial Day ceremony at Deerfield Veterans Memorial Park; On Memorial Day we also place 200 veteran's grave marker flags coordinated with The Friends of Smithfield Cemeteries and Boy Scout Troop 1 Greenville. We place wreaths at the eleven veteran's monuments and memorials throughout our town on Memorial Day and Veterans Day; At Hebert and Smithfield Woods Assisted living we perform Veterans Day ceremony; perform Veterans Funeral Rituals; perform Flag Etiquette class at several schools; performed Oratorical Contest at Gallagher school; present the Citizenship Medal at the Boy Scout Eagle Ceremony. We collect and retire all worn and torn American Flags from the drop off box.

Utilizing the ESNC will help us work more closely with the community, promote town history and recruit volunteers in supporting our Town of Smithfield.

Sincerely,

Mason D. Briggs

Mason Briggs

Commander, Balfour-Cole Post #64

Cc: Michael Iannotti
Sean Kilduff
Robert Leach

CHARTER MEMBERSHIP ROLL

THE
AMERICAN LEGION

Balfour - Cole POST NO. 64

DEPARTMENT OF *Rhode Island*

Walter Balfour
Adelard J. Belhumeur
Albert Blackledge
Ford Blanding
Edward A. Bouchard
Rene L. Bourdeaud'hui
William R. Bridge
William R. Brown
McKinley H. Browning
George Clough
Herbert Coates
James F. Cooney
Frank F. DeGardin
Harry Demaine
John Demaine
William Demaine
John A. Dobson
James Roy Feeley

Joseph A. Finlay
Paul W. Freeman
Alfred Gagnon
Napoleon B. Girard
Herbert F. Gramstoft
Herbert H. Hamilton
John P. Harding
Arthur Hart
Earle J. Healey
Theodore Houle
Stanley Jackson
Earl M. Latham
Francis P. Lee
George H. Leigh
Thomas P. J. Mc Connell
George T. McDonald
Francis J. McCaughey
Thomas McLean

Oscar Minard
Herbert G. Morberg
Paul E. Passano
Horatio R. Paterson
Alan V. Pawson
Eugene J. Petit
Charlie Pickthall
Adelard Provost
Carl H. Quanstrom
Frederick R. Salisbury
J. Alfred Schenck
Lily B. Sheffield
Arthur R. Slader
William J. Sullivan
Herbert W. Swanwick
Robert E. Tobin
Walter B. Tobin
Henry Walsh



Mont Saint Genevieve. Saint Mihiel. France
Sept 22^d 1918.



HEADQUARTERS 326TH INFANTRY
FRANCE.

THIS IS TO IDENTIFY WILLIAM DEMAINE, RUNNER
REGIMENTAL HEADQUARTERS.

HE WILL BE PASSED BY ALL SENTRIES IF WEARING
A RED BRASSARD UPON HIS LEFT ARM.

BY ORDER OF COMMANDING OFFICER

APPROVED:

Wm. Arthur
COI. 326TH INF.

Wm. A. Ditto
CAPTAIN & ADJUTANT.
JUL 11 1918
HEADQUARTERS
326th Infantry

Sun.

SIX OF OUR BOYS ON FIGHTING FRONT

Oct 13, 1918



Uncle Sam's Infantry Regiments over our way fast," he writes. He enclosed a photo of a sextet from his company, his own picture being among them. He is the first man in the bottom row, left to right.

stating that all the boys are doing splendid work, and that he will have some interesting things to relate when he returns. He expects to return at an early date, as "things are going

William Healey of 35 Hillside ave-
 Canton, has recived a letter from
 chew, George Bomham, in one of

Standing - John Lorenz - William DeMaime - Andrew Zisperalski
 Seated - George Bowman - MR Lagtini - Curtis B. Hudson

"ALL AMERICAN"

1917



1967

50th

ANNIVERSARY - -

★ ★ Citation

On the occasion of the 50th Year since we were comrades in arms, the 82nd Division Association renews its pledge to preserve the memories of our participation in World War One. The 82nd Division Association is honored in conferring this Citation on

William DeMaime

We remember our departed . . . and we honor those to whom honor meant all . . . with sorrow and pride, with respect and gratitude. To the valiant, who selflessly gave all, that our great nation might endure in strength and freedom, we pay heartfelt tribute. Their spirit lives on. We pay tribute to those who aid and comfort the wounded, . . . aid the sick, . . . give comfort to the aged and disabled veterans, . . . and assist and care for our widows and orphans. We renew our pledge of Loyalty and Service for "GOD and COUNTRY."

Presented by

The Eighty-second Division Association this Twenty-first day of October, Nineteen Hundred and Sixty-seven at New York City, New York.

ATTEST:

<u>Richard J. McBride</u> SEC'Y-TREASURER	<u>Eugene M. Rothman</u> PRESIDENT
<u>Ira L. Greenhut</u> ASS'T SECRETARY	<u>Carl H. C. Ortland</u> VICE-PRESIDENT

The Town Council of the
Town of Smithfield

AWARDS THIS



To

William Lemaine

in grateful Recognition of Patriotic duty performed and Valued and Meritorious public service gratuitously rendered, as a Member of the Local War Price and Ration Board during a State of War.

GIVEN AT Smithfield, Rhode Island this thirty-first day of October, 1945.



Frank M. Kane

PRESIDENT OF TOWN COUNCIL

The United States of America



Office of Price Administration

Whereas *William Demaine* has patriotically and freely sacrificed time and personal convenience to serve as a member of the local Rationing Board, this Certificate is awarded in recognition of meritorious service to the Public Welfare and to the winning of the War.

Leon Henderson

Administrator

Christopher Del Sesto

State Director

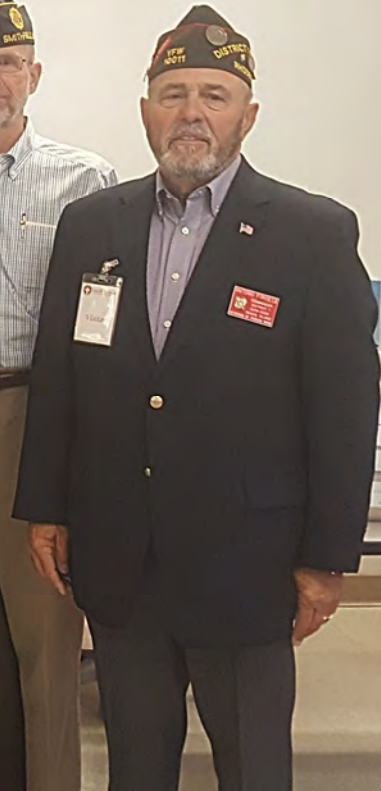
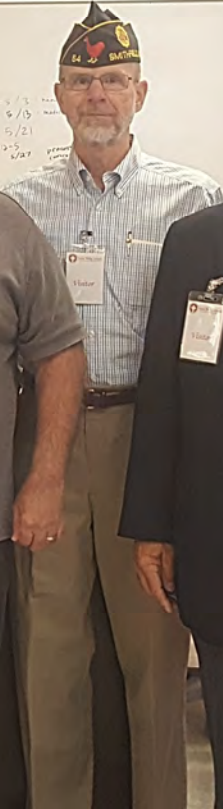
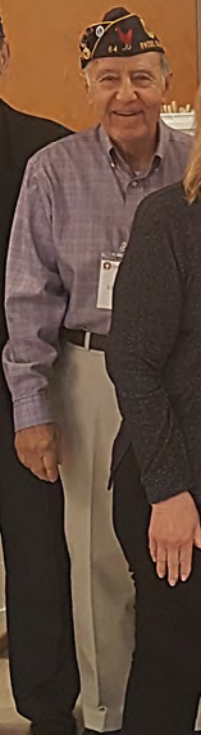
August 1942





- I can sing by myself and with others.
- I can listen to and play music.
- I can move alone and with others to create and perform music.
- I can perform on instruments by myself and with others.
- I can compose and arrange music with lyrics and without lyrics.
- I can understand music in different cultures and styles.

I CAN SING
 I CAN LISTEN
 I CAN MOVE
 I CAN PLAY
 I CAN COMPOSE
 I CAN UNDERSTAND



Recommended Motion:

That the Smithfield Town Council hereby authorizes Change Order #3 for Phase 1B and Change Order #6 for Phase 1A to J.G. Edwards Construction for renovation work at the East Smithfield Neighborhood Center in an amount not to exceed twenty-four thousand, fifty-two dollars and zero cents (\$24,052.00).



AHARONIAN & ASSOCIATES INC. - ARCHITECTS

310 George Washington Highway - Suite 100 - Smithfield, Rhode Island 02917 T 401-232-5010 F 401-232-5080

Date: **January 31, 2024**

To: **Mr. Randy Rossi**
Smithfield Town Manager
64 Farnum Pike
Smithfield, RI 02917

Re: **East Smithfield Neighborhood Center** **AA# 19175**
7 Esmond Street
Smithfield, RI 02917
Phase 1B – Change Order # 3
Phase 1A – Change Order Request # 6

Message:

Mr. Rossi:

We have received Two (2) Change Orders related to the East Smithfield Neighborhood Center Project as referenced above from the General Contractor J.G. Edwards Construction. Our office has reviewed these Change orders and is in support of their approval. Below please find brief descriptions of the work associated with each Change Order.

Change order #3 – related to Phase 1b. The primary components of this change order include repair and remediation required to the existing building framing at the walls, roof edges and soffits due to unforeseen damage beyond what was expected in the contract documents. This also includes modifications to the roof hatch design due to field conditions to maintain the historic character of the structure. There is also a credit for a change in scope to the concrete sidewalk.

Change Order Request #6 – Related to Phase 1a. This adds additional fire alarm protection to the crawl space below the main hall. The addition of this component will allow us to not have to provide fire sprinklers within the crawl space. The full scope of the Sprinkler System was not know at the time of the Phase 1a bid so this area was omitted from the fire alarm system at that time.

Please contact us if you have any questions or need additional information.

Signed: **David R. Horton, RA**
Project Architect
Aharonian & Associates Inc



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> East Smithfield Neighborhood Center Phase 1B Renovations 7 Esmond St., Smithfield, RI 02917	CONTRACT INFORMATION: Contract For: General Contract Date: 09/09/2022	CHANGE ORDER INFORMATION: Change Order Number: 03 Date: 12/01/2023
OWNER: <i>(name and address)</i> Town of Smithfield, RI 64 Farnum Pike Smithfield, RI 02917	ARCHITECT: <i>(name and address)</i> Aharonian & Associates, Inc. 310 George Washington Hwy Smithfield, RI 02917	CONTRACTOR: <i>(name and address)</i> J.G. Edwards Construction Co., Inc. 120 Hargraves Dr., PO Box 100 Portsmouth, RI 02871

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.)

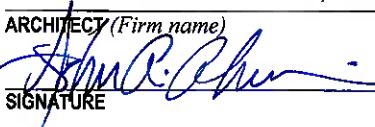
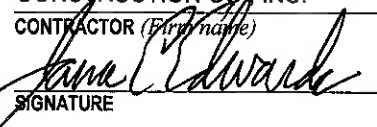
1. COR #09 Rotted Exterior Sill Replacement, dated 11/13/2023, copy attached. ADD \$7,469.00
 2. COR #10 Waterproofing on Exterior Wood Framing, dated 11/123/2023, copy attached. ADD \$2,315.00
 3. COR #11 Reframe Jet and Soffit, dated 11/13/2023, copy attached. ADD \$2,605.00
 4. COR #12 Roof Hatch, dated 11/13/2023, copy attached. ADD \$2,771.00
 5. COR #13 Mechanical Room Roof Soffit, dated 11/13/2023, copy attached. ADD \$7,645.00
 6. COR #14 Demolition of Plywood Paneling, dated 11/13/2023, copy attached. ADD \$3,476.00
 7. COR #15 Add Walk and Delete Sidewalk, dated 11/23/2023, copy attached. CREDIT <\$2,229.00>
- TOTAL OF ITEMS #1-7, NET ADD \$24,052.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 880,000.00
The net change by previously authorized Change Orders	\$ 33,879.12
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 913,879.12
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 24,052.00
The new (Contract Sum) (Guaranteed Maximum Price) , including this Change Order, will be	\$ 937,931.12
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.

The new date of Substantial Completion will be to be coordinated with Owner.

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.

AHARONIAN & ASSOCIATES, INC.	J.G. EDWARDS CONSTRUCTION CO., INC.	TOWN OF SMITHFIELD, RI
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
John A. Aharonian, President	James E. Edwards, President	Randy R. Rossi, Town Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
1/23/24	12/21/2023	
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

J.G. EDWARDS CONSTRUCTION

120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 09
Date 11/13/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Rotted Exterior Sill Replacement

We request a change order for replacing the rotted wood sills at the two exterior walls at Entry 101. We replaced 20 LF of sill at the south wall –



and 22 LF at the east wall –





The contract includes new trim and siding, but no work to the wall framing at these walls. The existing sills were rotted and had to be replaced similar to the sill replacement in Phase 1A renovations. Per our discussions with you and Robert, we followed the details on Drawing S1.1.

6x6x8 PT, (3) each @ \$32.00	\$	96.00
4X6X8 PT, (3) each @ \$20.00		60.00
½" galvanized rod, nuts, and washers, lump sum		50.00
Simpson AP-XT acrylic epoxy adhesive, (3) cartridges @ \$31.00		93.00
¾"x4'x8' PT plywood sheathing, (4) sheets @ \$77.00		308.00
2x4 framing and blocking, lump sum		50.00
Ice & Water barrier, (1) roll @ 179.00		179.00
Fasteners & accessories		75.00
Dumpster (disposal of rotted material), lump sum		50.00
Carpenter labor, 64 hours @ 89.00		5,696.00
Subtotal	\$	6,657.00
GC Markup (10%)		666.00
Increased Performance & Payment Bond (2%)		146.00
TOTAL	\$	7,469.00

J.G. EDWARDS CONSTRUCTION

120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 10
Date 11/13/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Waterproofing on Exterior Wood Framing

We request a change order for providing sheet waterproofing and cementitious backerboard on the wood framing on the east side of the renovated building. The grades were raised and a concrete walk was added that required waterproofing to protect wood framing from water infiltration. The backerboard was added to replicate the look of concrete foundation at the area between the entrance and the Main Hall.



Carlisle Miradri 860/861 self-adhering membrane, 1 roll @ \$140.00	\$ 140.00
Carlisle Adhesive Primer, 1 pail @ \$223.00	223.00
Protection board 1/8"x4'x8', (3) sheets @ \$23.00	69.00
Carlisle LM-800XL liquid mastic, 2 tubes @ \$17.00	34.00
1/4"x3'x5' Durock cementitious backer board, (2) sheets @ \$12.00	24.00
Cement parging mix material	50.00
Tools, fasteners & accessories	100.00

Phase 1B Renovations to East Smithfield Neighborhood Center
COR #10 – Waterproofing on Exterior Wood Framing
Page 2 of 2

Carpenter labor, 16 hours @ 89.00	<u>1,424.00</u>
Subtotal	\$ 2,064.00
GC Markup (10%)	206.00
Increased Performance & Payment Bond (2%)	<u>45.00</u>
TOTAL	<u>\$ 2,315.00</u>

J.G. EDWARDS CONSTRUCTION

120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # **11**
Date **11/13/23**

Submitted to:
 David Horton, Aharonian & Associates
Copy:
 Robert Leach, RA
 Randy Rossi, Town of Smithfield
 John Aharonian, Aharonian & Associates

Project **Phase 1B Renovations to
 East Smithfield Neighborhood Center**

Submitted by:
 James Edwards, J.G. Edwards Construction

Subject: Reframe Jet and Soffit

We request a change order for re-framing the jet that runs along the south side and the soffit at the west side of the building. We are responsible for replacing the trim at the jet, but the framing was badly deteriorated and falling off the building. There was no soffit at the rear, just a rough 2x8 spiked to the framing. We had to frame a soffit with continuous ventilation to provide a way for the membrane roofing to terminate.



2x4 framing, 216 LF @ \$0.60	\$ 130.00
2x6 framing, 64 LF @ \$0.85	55.00
¾"x4x8 CDX roof sheathing, 3 sheets @ \$48.00	144.00
Aluminum soffit, 40 LF	52.00
Aluminum jet cap	492.00
Tools, fasteners & accessories	25.00
Carpenter labor, 16 hours @ 89.00	1,424.00
	1,424.00

Phase 1B Renovations to East Smithfield Neighborhood Center

COR #11 – Reframe Jet and Soffit

Page 2 of 2

Subtotal	\$ 2,322.00
GC Markup (10%)	232.00
Increased Performance & Payment Bond (2%)	51.00
TOTAL	\$ 2,605.00

J.G. EDWARDS CONSTRUCTION

120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 12
Date 11/13/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Roof Hatch

We request a change order for providing a roof hatch at the Main Hall. This was an added feature so the building matches the original roof historically.



2x6 PT framing, 16 LF @ \$0.85	14.00
¾"x4x8 CDX roof sheathing, 1 sheets @ \$48.00	48.00
Versatex 1x4x18 PVC trim	41.00
Zinc coated copper flashing and hatch cap	1,274.00
Tools, fasteners & accessories	25.00

Phase 1B Renovations to East Smithfield Neighborhood Center

COR #12 – Roof Hatch

Page 2 of 2

Carpenter labor, 12 hours @ 89.00	<u>1,068.00</u>
Subtotal	\$ 2,470.00
GC Markup (10%)	247.00
Increased Performance & Payment Bond (2%)	<u>54.00</u>
TOTAL	<u>\$ 2,771.00</u>

J.G. EDWARDS CONSTRUCTION

120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # **13**
Date **11/13/23**

Submitted to:
 David Horton, Aharonian & Associates
 Copy:
 Robert Leach, RA
 Randy Rossi, Town of Smithfield
 John Aharonian, Aharonian & Associates

Project **Phase 1B Renovations to
 East Smithfield Neighborhood Center**

Submitted by:
 James Edwards, J.G. Edwards Construction

Subject: Mechanical Room Roof Soffit

We request a change order for providing soffit framing and trim at the perimeter of the Mechanical Room roof. The existing roof edge was 4-1/2" concrete slab. Framing and trim were added for the new membrane roof.



2x6 PT framing, 48 LF @ \$0.85	\$ 41.00
3/4"x4x8 PT roof sheathing, 3 sheets @ \$77.00	231.00
Versatex 1x8x18 PVC trim, (6) each @ \$84.00	504.00
Versatex 1x6x18 PVC trim, (3) each @ \$64.00	192.00
Tools, fasteners & accessories	150.00
Carpenter labor, 64 hours @ 89.00	5,696.00
Subtotal	\$ 6,814.00
GC Markup (10%)	681.00
Increased Performance & Payment Bond (2%)	150.00
TOTAL	\$ 7,645.00



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 14
Date 11/13/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Demolition of Plywood Paneling at Bowling Alley and Storage Room

We request a change order for removing and disposing existing plywood paneling at the Bowling Alley and Storage Room in order to verify the location of existing windows for future renovations. Note that the plywood was nailed with a million nails and removal was very time consuming. We could not remove plywood on one wall of the Storage Room because the room is so full of existing materials.

Carpenter labor, 32 hours @ 89.00	\$ 2,848.00
Dumpster	250.00
Subtotal	\$ 3,098.00
GC Markup (10%)	310.00
Increased Performance & Payment Bond (2%)	68.00
TOTAL	\$ 3,476.00



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR # 15
Date 11/13/23

Submitted to:
David Horton, Aharonian & Associates
Copy:
Robert Leach, RA
Randy Rossi, Town of Smithfield
John Aharonian, Aharonian & Associates

Project Phase 1B Renovations to
East Smithfield Neighborhood Center

Submitted by:
James Edwards, J.G. Edwards Construction

Subject: Add Walk and Delete Sidewalk

Please find below the added cost for the walk against the building and credit to delete the sidewalk from the stoop to the drive. Since the sidewalk cannot be done until after underground utilities are installed and final grades have been established, we recommend deleting it from Phase 1B and installing it later.

ADD Concrete Walk Against Building, approx. 5'x11' with steps and haunch

Forms, 3/4" Plywood & 2x4 framing	\$200.00
Rebar & mesh	100.00
Fasteners, tools, and accessories	100.00
Concrete, 2 CY plus minimum load charge	490.00
Carpenter labor, 32 hrs @ \$89.00	2,848.00
Subtotal ADD	\$3,738.00

CREDIT Sidewalk from Stoop to Driveway, 5"x4'x42'

Site prep for sidewalk with gravel	<\$2,000.00>
Forms & mesh	<400.00>
Fasteners, tools & accessories	<100.00>
Concrete, 3 CY plus minimum load charge	<575.00>
Concrete labor, 32 hrs @ \$89.00	<2,848.00>
Subtotal CREDIT	<\$5,923.00>

Subtotal ADD + CREDIT	<\$2,185.00>
Decreased Performance & Payment Bond (2%)	<44.00>
NET CREDIT	<2,229.00>



120 Hargraves Dr, PO Box 100, Portsmouth, RI 02871 – Office (401) 683-9110

CHANGE ORDER REQUEST

COR #	06	Submitted to:	
Date	01/23/2024		David Horton, Aharonian & Associates
Project	East Smithfield Neighborhood Center	Submitted by:	
	Phase 1A Renovations		Jamie Edwards
			J.G. Edwards Construction

Subject: Fire Alarm Wiring at Crawl Space

We request a change order to install fire alarm wiring in the Crawl Space under the Main Hall as part of Phase 1A. The fire alarm system that we bid on November 2021 and the design that we submitted which was reviewed, approved, and for which a permit was issued in May 2022 did not include wiring in the Crawl Space because it was an inaccessible, unoccupied space. Now that the building will be fully renovated and mechanical systems may be installed in the Crawl Space as part of other phases of construction, Smithfield Fire Department is requiring fire alarm wiring in the Crawl Space because sprinklers cannot be installed in this area. There was no sprinkler system or mechanical piping as part of Phase 1A. **We could not have contemplated these changes at the time of the bid.**

Furthermore, we were delayed from installing the fire alarm system until now because Smithfield Fire Department now requires a fully operational sprinkler system if any portion of the building is to be occupied and the fire alarm design was going to have to be changed to accommodate that sprinkler system.

We request a change order for fire alarm wiring that was not required as part of Phase 1A but is required as part of future phases. **This is an unforeseen condition that could not have been contemplated at the time of the bid.**

The additional work is a looped system to and from the Sprinkler Room at the front of the Main Hall through the Crawl Space including power wiring for the module that will connect to the Fire Alarm Control Panel in Phase 1B Rear Entry 106.

The cost for this additional work is as follows:

Fire alarm cable, module, and electrical wiring materials	\$ 2,948.00
Electrician labor	3,900.00
Subcontractor Markup (10%)	<u>685.00</u>
Subtotal	\$ 7,533.00
GC Markup	753.00
Increased Performance & Payment Bond (2%)	<u>98.00</u>
TOTAL ADDITIONAL COST	<u>\$ 8,384.00</u>

K Electric, Inc.

ELECTRICAL CONTRACTOR

2646 WARWICK AVENUE • WARWICK, RHODE ISLAND 02889
401-739-6000

January 23, 2024

Mr. James Edwards
JG Edwards Construction
120 Hargraves Drive, PO Box 100
Portsmouth, RI 02871

RE: East Smithfield Neighborhood Center

Dear James,

K Electric, Inc. is pleased to quote on the following electrical work:

1. Provide and install protector wire in crawl space under hall
2. Provide and install equipment for protector wire where sprinkler pipes penetrate floor
3. Provide and install 24 volts feed in sprinkler room for protector wire
4. Provide and install initiating loop from fire alarm panel for protector wire

Total Cost: \$7,533.00

Price does not include tax, special insurances, or bonds.

If there is anything other than a P. O. issued, there will be an additional fee to hire our lawyer to review a contract.

Due to the Pandemic and recent storms, vendors are only guaranteeing material prices for 24 hours, therefore prices are subject to change at time of approval to proceed with work.

If you have any questions, please contact me.

Sincerely,



Corey R. Fontaine
Owner/President
12324 Edwards t



COMMERCIAL

INDUSTRIAL



TOWN OF SMITHFIELD
SMITHFIELD SCHOOL DEPARTMENT

INTEROFFICE MEMORANDUM

TO: HONORABLE SMITHFIELD TOWN COUNCIL
FROM: MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS
SUBJECT: REQUEST FOR APPROVAL OF GREEN ACRES LANDSCAPING & CONSTRUCTION (GALC) CHANGE ORDER #10 FOR AMEND CURRENT SCOREBOARD DESIGN.
DATE: JANUARY 31, 2023
CC: RANDY R. ROSSI, TOWN MANAGER
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

BACKGROUND:

Green Acres Landscaping & Construction (GALC) will inform Scoreboard Enterprises to make the following changes associated with Change Order #10.

Change Order #10, Scoreboard Enterprises will amend the current Scoreboard Design to include T.O.L. (Time Outs Left) fields on the Home and Away sides of the Scoreboard to be installed at the Boyle Athletic Complex for an amount not to exceed nine hundred ninety-one dollars and nineteen cents (\$991.19).

The requested Change Order is subject to approval by the Boyle Athletic Committee at the March meeting and communication to the School Committee at the February 5, 2024 meeting.

FINANCIAL IMPACT:

Paid for with private donation.

ATTACHMENTS:

Copy of Change Order #10 and Scoreboard Reedition with amended design.

MOVED:

That the Smithfield Town Council hereby authorizes the Boyle Building Committee and the Smithfield School Department to approve processing; Change Order #10 for Green Acres Landscaping & Construction (GALC) amend Scoreboard Design to include T.O.L. (Time Outs Left) fields on the Home and Away sides of the Scoreboard to be installed at the Boyle Athletic Complex. Subject to approval by the Boyle Athletic Committee at their next meeting and communication to the School Committee at their February 5, 2024 meeting.



Smithfield School Department

Administration Building
49 Farnum Pike
Smithfield, RI 02917
(401) 231-6606 / Fax (401) 232-0870
www.smithfield-ps.org

Dawn Bartz, Ed.D.
Superintendent

To: Smithfield School Committee
Smithfield Town Council
Smithfield Town Manager
SPS Director of Finance

Date: February 1, 2024

Re: Change Order #10 - Scoreboard Change to Add TOLs

This memo accompanies the scope of work and cost to add “TOLs “ (Time Outs Left) to the approved Athletic Complex Scoreboard by the contractor, Green Acres. The cost of the change is \$991.19 and is inclusive of all work associated with this item. The entire cost of the change order (POS #10) will be covered in full by a donation received by the School Department for this purpose.

If I can answer any questions, please feel free to contact me. Thank you.

Sincerely,
Dawn Bartz

Dawn Bartz, Ed.D.
Superintendent of Schools

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

1/29/2024
PCO # 10

Enclosed is our price breakdown to have Scoreboard Enterprises add T.O.L. (Time Outs Left), along with a Single Amber Digit placed above the T.O.L., to the Home and Away sides of the Scoreboard to be installed at the Boyle Athletic Field Complex in Smithfield, RI.

Scope of Work:

Scoreboard will ammend the current Scoreboard Design to include T.O.L. (Time Outs Left) fields on the Home and Away sides of the Scoreboard to be installed at the Boyle Athletic Complex.

<u>Labor</u>			<u>Hours</u>		<u>Rate</u>	<u>Cost</u>		<u>Extension</u>
<u>Men</u>								
0	Laborers	Exploratory	0		\$ 62.37	\$ -		
0	Operator	Exploratory	0		\$ 74.72	\$ -		
					\$ -	\$ -		
						<u>\$ -</u>		\$ -
 <u>Labor Burden</u>								
29%							\$ -	
							<u>\$ -</u>	\$ -
 <u>Equipment</u>								
			<u>Hours</u>		<u>Rate</u>			
	Dozer		0	ls	\$ 125.00	\$ -		
	Mini Excavator		0	ls	\$ 125.00	\$ -		
	Dingo		0	ls	\$ 85.00	\$ -		
	Compressor		0	ls	\$ 45.00	\$ -		
	Truck with Tools		0	ls	\$ 45.00	\$ -		
						<u>\$ -</u>		\$ -

<u>Materials</u>	<u>Qty.</u>	<u>E.O.M.</u>	<u>Price</u>			
	0	ea	\$	-	\$	-
	0	ea	\$	-	\$	-
			\$	-	\$	-
					\$	-
					\$	-
<u>Sub Contractor</u>						
Scoreboard Enterprises	1	ea	\$	845.00	\$	845.00
		ea			\$	-
					\$	845.00
<u>General/Administrative/Profit</u>						
15.00%					\$	126.75
					\$	126.75
<u>General Liability & Umbrella</u>						
0%					\$	-
					\$	-
<u>Bond Premium</u>						
2.00%					\$	19.44
					\$	19.44
<u>Miscellaneous</u>						
					\$	-
					\$	-
Total job cost					\$	991.19

This proposal includes all labor, equipment and materials.

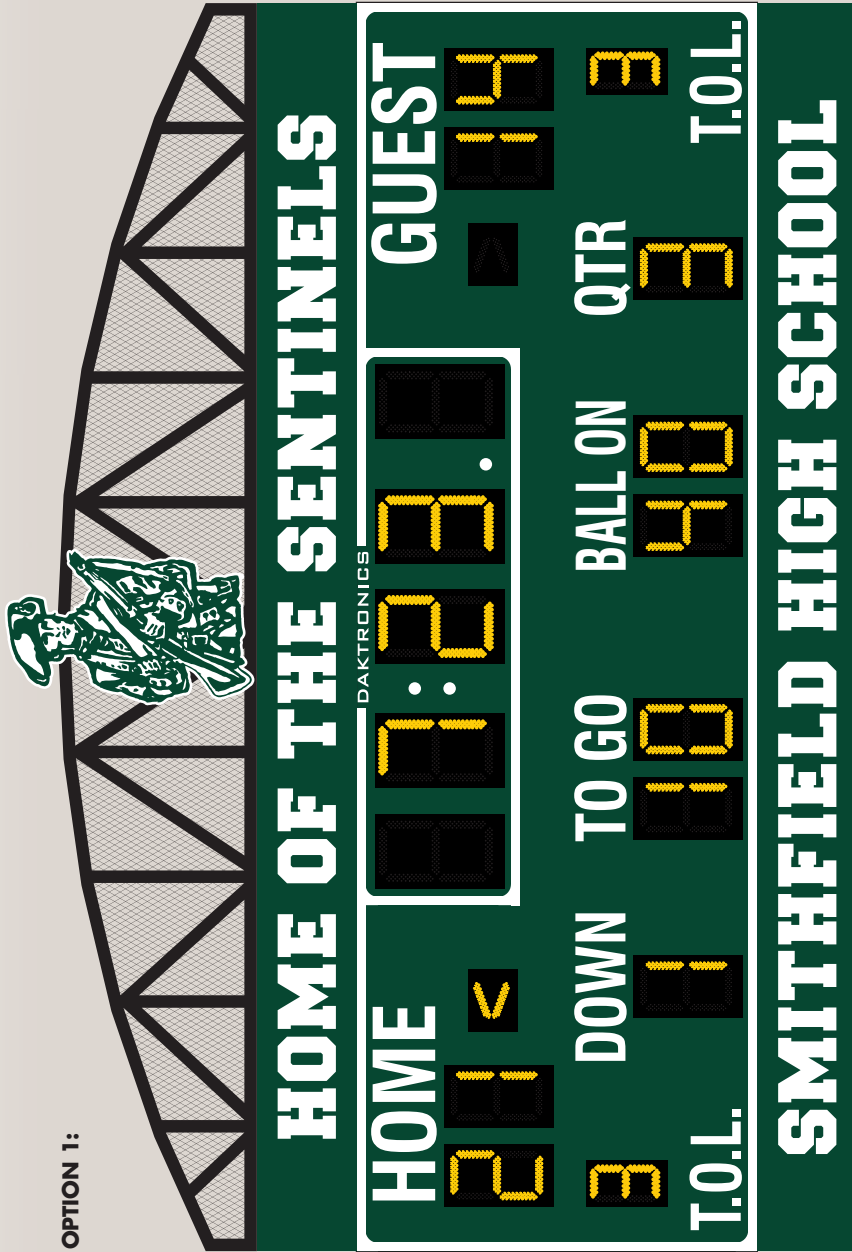
Please feel free to call the office if you have any questions. Thank you.

Sincerely,

Christopher E. Cunha

Chris Cunha
Project Manager/Estimator

OPTION 1:



OPTION 1: Truss (DA-1001-25) with Screen & Routed Aluminum - 48" x 300" (Line 18)
 Truss painted Black 70-3845769-A (8800)
 Routed Alum. painted Green 70-3856666-A (8750)
 Logo 60" h
 - White 7725-10

TOP: Aluminum Non-Backlit (Line 21)
Panel - 24" x 300" x 8.125"
 Painted Green 70-3856666-A (8750)
 "S" in Sentinels 14" h
 Fonts Used: Freshman
 - White 7725-10

Scoreboard Type
 FB-2022 Green 70-3856666-A (8750)
 2" Stripe White 7725-10

BTM: Aluminum Non-Backlit (Line 21)
Panel - 24" x 300" x 8.125"
 Painted Green 70-3856666-A (8750)
 "S" in Smithfield 14" h
 Fonts Used: Freshman
 - White 7725-10

@1

Graphic Panel(s) Approval
 (scoreboard for visual only)



APPROVED

Signature

Stacy Kyei

Designer





TOWN OF SMITHFIELD ASSESSOR

MEMO

Date: February 6, 2024
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 = \$3,987.84

ATTACHMENT:

Abatement Detail Report

MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$3,987.84

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

