

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
February 20, 2024



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, FEBRUARY 20, 2024
6:00 P.M.**

6:00 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)(2); Existing Litigation: PC-2023-00586; Brown Physicians, Inc. v. Christopher Celeste and Section 42-46-5(a)(2); Collective Bargaining: to discuss a Memorandum of Understanding (MOU) modifying the Collective Bargaining Agreement for the Period July 1, 2023 through June 30, 2026 between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police.

7:00 P.M. AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations: None
- VI. Minutes:
 - A. Move that the minutes of the February 1, 2024 work session meeting be approved as recorded.
 - B. Move that the minutes of the February 6, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Robert Leach for possible appointment or reappointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation be approved as recorded and sealed.
 - C. Move that the minutes of the February 6, 2024 open session meeting be approved as recorded.

- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Historic Preservation Commission reappointment with a term expiring in February of 2027.
 - B. Board of Canvassers reappointments (2) with terms expiring in March of 2025.
 - C. Tree Warden reappointment with a term expiring in December of 2024.
- VIII. Public Hearings:
 - A. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 2 entitled “Town Council” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - B. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 3 entitled “Town Manager” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - C. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 15 entitled “Building Official” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - D. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 34 entitled “Financial Management” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - E. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 37 entitled “Fire Department” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - F. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 47 entitled “Energy Review Commission” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - G. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 48 entitled “Budget and Financial Review Board” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
 - H. Schedule a public hearing on March 19, 2024 to consider and act upon

amendments to the Code of Ordinances Chapter 49 entitled “Sports Advisory Commission” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

- I. Schedule a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 312 entitled “Streets and Sidewalks” to add Article IV entitled “Vehicle Impact Protection Devices” sponsored by Council Member John J. Tassoni, Jr.
- J. 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. Cedar Spill Group d/b/a “Cedar Spill”, 566 Putnam Pike, Unit 4
2. Copperfield’s, Inc. d/b/a “Copperfield’s Bar & Grill”, 375 Putnam Pike, Unit 35
3. Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike
4. El Taco Loco, LLC d/b/a “Don El Diablo Taqueria Y Tequila”, 55 Douglas Pike (approved for outdoor bar service)
5. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Building C (approved for outdoor bar service)

CLASS B-VICTUALLER LIMITED BEVERAGE LICENSE

1. Val’s English Tea & Pie Shop, LLC d/b/a “Val’s English Tea & Pie Shop”, 466 Putnam Pike, Unit 1

IX. Licenses:

- A. Consider, discuss, and act upon approving the renewal of four (4) Entertainment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:
 1. Copperfield’s, Inc. d/b/a “Copperfield’s Bar & Grill”, 375 Putnam Pike, Unit 35
 2. Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike
 3. El Taco Loco, LLC d/b/a “Don El Diablo Taqueria Y Tequila”, 55 Douglas Pike
 4. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Building C
- B. Consider, discuss, and act upon approving the renewal of three (3) Special Dance Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", 375 Putnam Pike, Unit 35
 2. Crudo, LLC d/b/a "Crudo", 266 Putnam Pike
 3. El Taco Loco, LLC d/b/a "Don El Diablo Taqueria Y Tequila", 55 Douglas Pike
- C. 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. Chicked Out Nuggz, LLC d/b/a "Chicked Out Nuggz", to sell fried chicken nuggets and french fries from a truck with RI Reg. 1DS731, 150 James Street, Warwick, RI
- D. Consider, discuss, and act upon approving the annual renewal of one (1) Weapons License, as applied, subject to compliance with all State regulations and local ordinances.
1. High Table Outfitters, LLC d/b/a "High Table Outfitters", 49 Cedar Swamp Road, Suite 1
- E. Consider, discuss, and act upon approving the annual renewal of a Private Detective License for Ralph Howe, 4 Anson Brown Road, Johnston, RI, for his business "Information Connection Unlimited", 400D Putnam Pike, Suite 128, Smithfield, RI, as applied, subject to compliance with all State regulations and local ordinances.
- X. Old Business: None
- XI. New Business:
- A. Consider, discuss, and act upon authorizing a Memorandum of Understanding (MOU) modifying the Collective Bargaining Agreement for the Period July 1, 2023 through June 30, 2026 between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police.
 - B. Consider, discuss, and act upon the acceptance of the BerryDunn Comprehensive Performance Assessment Services Report on the Department of Public Works and Department of Parks and Recreation.
 - C. Consider, discuss, and act upon authorizing Change Order #002 with Green Acres Landscaping and Construction Company, Inc. in an amount not to exceed seven hundred sixty-seven thousand, three hundred eighty-nine dollars and seventy-one cents (\$767,389.71) for modification to the bleacher pad area, new fencing, and the procurement and construction of a revised concession building for the Boyle Athletic Field Complex.

- D. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the Purchasing Cooperative of America #OD-362-22, with Tyler Equipment Inc. of East Longmeadow, MA in the amount of forty-five thousand, two hundred seventy-nine dollars and zero cents (\$45,279.00) for the purchase of one (1) new 3-ton asphalt recycler.
 - E. Consider, discuss, and act upon authorizing the Town Manager to enter into contract with Beta Group, Inc. of Lincoln, RI in an amount not to exceed twenty-four thousand, nine hundred dollars and zero cents (\$24,900.00) for a stormwater mitigation study of the Highview Hilldale Estate Watershed.
 - F. Consider, discuss, and act upon authorizing a request for proposals for roof replacement and window and door repairs at the Senior Center.
 - G. Consider, discuss, and act upon adopting a resolution to declare the Conference Room at the East Smithfield Neighborhood Center be named in honor of Private 1st Class William Demaine.
- XII. Public Comment.
 - XIII. Adjournment.

AGENDA POSTED: FRIDAY, FEBRUARY 16, 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: Thursday, February 1, 2024

Place: Smithfield Town Hall

Time: 6:00 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
Town Clerk Lyn M. Antonuccio

Budget and Financial Review Board Member Kenneth Sousa
Budget and Financial Review Board Member Samantha Kerwin
Budget and Financial Review Board Member Stephen Bailey
Budget and Financial Review Board Joseph Tudino
Budget and Financial Review Board Peter Lawrence

Finance Director Caitlyn Choiniere
Parks and Recreation Director Robert Caine
DPW Director Gene Allen

A. Council President Lawton calls the Thursday, February 1, 2024 Smithfield Town Council Work Session to order at 6:00 P.M.

B. Presentation and discussion of Performance Assessment from BerryDunn.

Jesse Myott Manager for BerryDunn's Local Government Practice Group, gives a presentation of the Comprehensive Performance Assessment of the Departments of Public Works and Parks & Recreation (see attached documentation).

Mr. Myott explains the following: The focus of the project is to review and evaluate the Department of Public Works and Department of Parks and Recreation's current organizational structure and operational practices, funding and staffing levels, and performance reporting environment in order to develop recommendations for improved efficiency and effectiveness related to staffing, resource utilization, service delivery practices, and performance and transparency reporting.

This work performed for this assessment consisted of:

- Documentation review, site visits, fact-finding interviews with leadership and staff
- Interviews with Town leadership, elected officials, and outreach to external stakeholders
- Identifying challenges and opportunities in a current environment assessment report
- Develop core initiatives designed to address a challenge or solve a problem

- Provide benchmarking metrics and industry best practices related to core service delivery environments.

Vice President Iannotti questions if the Peer Comparisons are communities where Parks & Recreation is separate from Public Works. Mr. Myott explains that the comparisons are not communities where Parks & Recreation is separate from Public Works, and that was a challenge to divide that out. Mr. Myott further explains that through documentation, he is able to say that the Parks & Recreation element was in the Public Works budget, and the values were taken out, and placed in the Parks & Recreation comparison for Smithfield. Mr. Myott further explains that with the support and fantastic reviews from the BRFB Members, specifically, Samantha Kerwin and Kenneth Sousa, helped to refine and polish those metrics. Mr. Myott feels that this is a close “apples to apples” comparison. Mr. Myott reminds the members that agencies are organized differently, have more/less infrastructure, different community priorities and assets. Mr. Myott also explains that peer comparisons are useful to a certain extent.

Mr. Myott reviews common global metrics such as sidewalk capital, full-time personnel, operating budget, centerline road miles maintained, and general operating budget.

Member Tassoni questions if there will be a cost savings by merging. Mr. Myott explains that generally there are identified cost savings which is why there are discussions to explore this.

Member Tassoni also questions where the ice rink stands in this assessment. Mr. Myott explains that the ice rink was not reviewed due to the “enterprise” nature of it and the “self-sustaining” aspect of it, however, it could be discussed and dealt with in the Parks & Recreation division.

Member Toppi states that Mr. Myott mentioned the “lack of data” several times. Member Toppi questions how Mr. Myott can be very confident with this assessment without that data. Member Toppi feels that the assessment, with the data would be the “best it could be” and would be super more comprehensive.

My Myott explains the following: You must work with what you have, and there was data collection and information available. We have to go to the next best thing, which is asking the staff because they are the ones out doing this all day/every day. You must use that intuitional knowledge because these employees know what they are/are not getting to and the challenges they are running into. This is used as the foundation to elevate those priorities and to know where to capture that data collection. Absent of having the data every single stone was turned over and looked at the greatest level of detail possible until there was nothing more to assess.

Vice President Iannotti questions if it is known how much money will be saved. Mr. Myott explains that with this effort the amount of savings is not known, however, bringing in finance to line up the allocation of the funds, and reviewing the globals there are efficiencies in “core service areas”. Mr. Myott further explains should the staff from Parks & Recreation go under the umbrella of Public Works, it must be asked what this will do to the Public Works budget, and if there would be a cost savings in non-personnel. Mr. Myott also states there may be a cost savings in service delivery efficiencies.

Member Toppi states that with regard to interviewing employees, and she is not suggesting they are dishonest, however, when asked about things, they may hesitate or inflate due to the fear of retaliation. Member Toppi further states it is difficult to say the Town should do these drastic things without that data.

DPW Director Gene Allen explains the following: There are stacks of work orders on a daily basis that go back long before he became director. It is not easy to get the information from the paper work orders, and it is time consuming. The GIS and Unity software will do the work orders, and the core of all of the assets will be in that repository. To develop the data the members are looking for, the Unity software will allow the staff to generate work orders, and at the end of the year it will be tracked, and he can report back on what was done, the amount of time, and the labor depending on how sophisticated the members what to get. KPIs (Key Performance Indicators) are wonderful, however, they need to be developed as a group because it is not just the operations of what they do, it is the operation of what are they going to fund, goals, and what service level do you want to establish in the Town for the residents. By pulling that data back in, you are able to measure KPI on what was accomplished.

Member Kilduff questions if “See, Click, Fix” is a part of the GIS system. Director Allen explains that “See Click, Fix” is a partner of Esri, therefore, it can be pulled into the information and reported. Member Kilduff does not remember there being a great deal of data, however, looking at the rating score, the Town is pretty responsive to those using it. Director Allen feels that this is a great resource

Member Toppi is in agreement with Director Allen, however, her concern is for the purpose of this assessment.

Mr. Myott states that with respect to the staff input, it was not taken verbatim, and it was run through multiple filters, a review by the Town Manager, and reviewed by those involved in the project. Mr. Myott further states there is value to the intuitional knowledge, absent of the data, this is used.

Member Toppi questions if Mr. Myott would prefer to have had the data to make it easier for him. Mr. Myott explains that even if there are reports, he would still take the time to talk to people. Mr. Myott feels that the data provides a little more of an objective foundation, tends to illicit less questions, and in justification.

Member Kilduff states that the BFRB suggested “to improve efficiencies of scale and cross-utilization of employees (which was previously disallowed) between the DPW and Parks Maintenance personnel”. Member Kilduff questions why the BFRB and Mr. Myott recommended merging these two (2) departments and not allowing them to cross-utilize employees.

Mr. Myott reminds the members that the recommendation is to explore the feasibility of doing so. Member Kilduff suggests exploring the feasibility of cross-utilizing employees than completely merging two (2) departments.

BFRB Member Samantha Kerwin explains that the board is in support of exploring this recommendation from BerryDunn. BFRB Kerwin further explains that even if there were a need or there was downtime, employees were not allowed to cross inter-departmentally.

Town Manager Rossi explains that there are certain ways that they partner together across departments all the time, however, there are other aspects of the way the union is set up and classifications that are focused on certain tasks. Town Manager Rossi further explains that as we begin to design how this would work, it would lead into negotiations with the labor union, and they will be coming in the spring.

BFRB Member Kenneth Sousa explains that you want to centralize “like” tasks and jobs under the same people to get an economies of scale. BFRB Member Sousa reminds the members that these departments would not be merging, only one of the functions, Parks & Recreations would go over to the DPW.

BFRB Member Sousa further explains that sometimes you can get a savings, but he is not sure if that is the best way to do it because it is hard to “sliver up” a half or quarter of an employee. BFRB Sousa feels that it is best to get the most amount of work done with the same amount of people, which would allow for efficiency. BFRB Member Sousa also explains it is about getting synergies of like people who do like tasks.

BFRB Member Sousa states the board gets a great deal of these requests from another department in the Town, and he would like to see those requests documented. Director Allen explains that those requests are documented, and the DPW spend \$100,000 - \$130,000 in services outside of their normal operations on an annual basis. BFRB Member Sousa suggests that the council think about this, if it is too much for him and his staff without being reimbursed. BFRB Member Sousa feels this is important. Director Allen states that for a time they were doing a great deal of maintenance work with their mechanic on the fire department’s equipment because they were behind on maintenance for their emergency vehicles. Director Allen further states he was concerned because they were unable to do this during normal hours and there was quite a bit of equipment, and even with the overtime, they were saving a tremendous amount of money for the fire department. Director Allen also states that in addition to the dollar value, it was also the amount of time the fire truck would be out of service. Director Allen feels that those are the types of efficiencies that need to be explored further, and the savings could fund an additional staff person who is certified for fire trucks, in addition to other vehicles.

BFRB Member Kerwin states that other peer communities that were part of report did have under DPW vehicle maintenance for public safety for fire, and potentially police. Director Allen states that he has had that in other municipalities that he has worked for, however, they had a larger facility. Director Allen further states that the issue here is there is no capability to get underneath vehicles, therefore, higher roofs would be needed. Director Allen also states that there would be additional savings, however, an initial investment would be needed.

BFRB Member Sousa expresses his concern about the type of emergency requests they are receiving from the School Department. Director Allen states that they help almost all of the departments with the exception of the police department.

BFRB Member Sousa explains that many communities have a central facility for maintenance, and we are not doing this in our Town. BFRB Member Sousa is hopeful that we will get more out of what we are transferring, once Town Manager Rossi transfers those employees over.

Vice President Iannotti questions if we have the space to put the Parks & Recreation employees, vehicles, and equipment over at DPW. Director Allen states they do not have the space, however, they have the room with other facilities that are currently owned by the Town, and they can make it work. Director Allen further states that it is not optimal, additional storage needs to be looked at. Director Allen also states that the issue is that we have a 1950s garage, and the equipment take up a great deal of space.

BFRB Member Kerwin questions if Director Allen added some projects to the Capital Plan for different ideas for using the old Animal Control space/building for storage and raising the roof. Director Allen explains that he has a pre-bid meeting on Monday, February 12, 2024 with respect to the roof, and he did

not add the floor in the plan for next year because there are other priorities in the Town. Director Allen further explains that he did a feasibility design for an additional bay.

Vice President Iannotti states the he noticed that the School Department had many vehicles, and he questions if they perform their own landscaping because they were merged. Parks & Recreation Robert Caine explains that is just their landscaping, and they take of their own vehicles. Vice President Iannotti also questions why they need so many vehicles.

BFRB Member Sousa explains that they would need a box truck to transport items from school to school, but they do not need any lawn equipment and it should be in the Capital Plan.

BFRB Member Kerwin explains the following: While their memo is lengthy, the BFRB wanted to summarize the process from start to finish. BFRB Member Kerwin reviews the Charter which requires a Comprehensive Audit of the Town every five (5) years beginning in 2021.

BFRB Member Sousa explains the following: The RFP was difficult, but the Town may get a great deal of “takers” to the proposal, potentially, because there is a workforce issue in accounting, however, the word audit brings up the word “yellow book” and the word also brings another level of scrutiny. The Charter states the “entire Town”, an audit of every department would be not only be an expense, but also chaos to replicate them fifteen (15) more times. Discussions with Town Manager Rossi and Solicitor Gallone took place resulting in Solicitor Gallone’s approval to do this in cycles. BFRB Member Sousa calls this a “pilot” because he wants to do the next one better. Using the word “audit” would result in CPAs getting involved. With their help, the RFP was made more focused.

BFRB Member Kerwin explains the following: Based on conversations with Solicitor Gallone, the five (5) year cycle will be for new departments, however, the hope of the BFRB is to focus on significant departments in terms of percentage of the budget. The BFRB worked very closely with Mr. Myott, and Directors Allen and Caine were very involved in terms of the final report and the recommendations, the eight (8) initiatives for DPW and the six (6) for Parks & Recreation. Many of the recommendations were things that the BFRB knows can be done better or if they had certain things they could do their job better.

Page 2 of the BFRB memo has commentary about where they felt could be financial impact and a focus and element to some of the recommendations, which was the merging of the Parks maintenance into DPW. For the ability to have an economies of scale to be able to cross-utilize those employees. Right now employees are just being moved over, and you are not getting cost savings on personnel, however, there may be better service delivery because you will have more people at your disposal to meet the resident’s needs.

In terms of recreation being its own standalone department, the BFRB wants to increase the programming that is available. This could lead to changing the Program Coordinator position from part time to full time, when the programming starts to rise and the need is there. Director Caine will stay with the standalone Recreation Department if this were to happen, and he would have some additional time by not having the oversight of the parks maintenance.

There was a recommendation to draft cost recovery model/policies to start charging fees for some of the new recreation programs, and for some we are already doing and are not receiving cost recovery for. The intent

is not for 100% cost recovery. BFB Member Kerwin refers to the Sample Cost Recovery Guidelines on Page 6 of their memo.

Vice President Iannotti questions if we are the only Town that does not charge a fee.

BRFB Member Kerwin states that there are communities that charge fees. President Lawton states that youth soccer does charge a fee. Town Manager Rossi states that they charge a fee, however, they get to use the grass for free.

Member Kilduff wants assurance that Smithfield residents will not be charged for time on their own field. BFRB Member Peter Lawrence believes that the only residents this would impact are those children playing at a higher level, such as league soccer.

BFRB Member Sousa feels that a fee not just for the use of the field, but also activity supplies. BFRB Member Sousa also feels that the next time around, the BFRB needs to do better with comparative communities. Director Allen states that when you look at a comparative community, you must look at how the community is managing the assets, how they are being funded, and how they develop their priorities.

Mr. Myott explains that when the recreation fees are developed, it is called “the science and the philosophy”. Mr. Myott further explains there is the financial aspect of Parks & Recreation which is the science, and the individual benefit versus the community benefit is the philosophy, and this is priced in as well. Mr. Myott also explains that you would then look at the core services that subsidize everything else that is done that provides ample community benefit.

BRFB Member Kerwin states that there was a data point in the BerryDunn report that states “the average recovery cost with just under 40%”. BRFB Member Kerwin thinks this is something to consider. Town Manager Rossi states that a split rate should be considered so that it is not residents paying more for the service.

BFRB Member Sousa explains the KPIs help keep everyone aware and feeds the budget process, which will, in essence, say help. BFRB Member Sousa further explains that this is why the Performance Assessment is so important. BFRB Member Sousa questions if too much data is being used, and the personal side must be brought in. BFRB Member Sousa does not think we can “divorce” ourselves of that. BFRB Member Sousa further explains that numbers do not lie if they are gathered accurately, it helps the BFRB to understand what they need to do.

Member Tassoni feels that a strategic plan is needed because if it is followed, it works. Member Tassoni also feels every department needs a strategic plan.

BFRB Member Sousa agrees with Member Tassoni. BFRB Member Sousa expresses his concern about Camp Shepard. BFRB Member Sousa states that the Town better be prepared to figure that out in terms of what the Town is going to do with it. BFRB Member Sousa does not want Director Caine to be “saddled” with that, and while it is an asset to the Town, we must take care of it. BFRB Member Sousa further states that a strategic plan and a vision is needed before the Town starts “dumping” things on Director Allen and Director Caine.

Member Kilduff states that the BFRB memo describes the first cycle as a “pilot project”. Member Kilduff questions, from this cycle to the next cycle FY 2026), what resources could the council provide or do differently during the budget process to help the BFRB get more data to be more prepared for the next cycle. Member Kilduff also questions why the School Department is not in this cycle. BFRB Member Sousa explains that the board switched them because of the change in superintendents. Town Manager Rossi explains the department cycles are not etched in stone.

BFRB Member Sousa suggests not starting cycle 2 until those departments have data. Town Manager Rossi feels that determining what the KPIs should be so that the departments know what they need.

BFRB Member Sousa states that he is a big believer that “people will support what they helped build”. BFRB Member Sousa would like the departments to find their “sister cities”, and he would like to keep the same communities for all three (3) cycles.

Member Kilduff states that in terms of timing, data, and the inertia that has been built because of the schools redoing the elementary school and the Boyle Complex), having the assessment done in 2026 would make a great deal more sense when you consider the School Department is a major portion of the budget. Member Kilduff believes that, regardless of a new superintendent, the School Department has good data to provide in preparation of 2026.

Vice President Iannotti agrees that the School Department should be first, however, he would like to allow them ample lead way, so that they cannot say they cannot supply the data. BFRB Member Sousa states that he asked for specific data and never received it.

Member Tassoni suggests sending the School Department a letter tomorrow making them aware that they are “on deck” and this is the information and data we need to make an assessment which could affect you’re funding. Member Tassoni states he is tired of the School Department continuing to ask for more money, and after visiting a school, he was appalled that things were not being done. Member Tassoni further states that he told Town Manager Rossi that there are many opportunities in the state to get furniture.

Vice President Iannotti states that the school systems in this state are set up like a separate Town, and the Town cannot tell them how to run the school system, therefore, there is a limit to what the Town can do. Vice President Iannotti further states this is because of the Caru Act.

BRFB Member Kerwin explains that the Town of Johnston did a Performance Assessment type project, and it is posted on their website. BRFB Member Kerwin reminds the members that the Town of Johnston took over the School Department to fix the deficit issues they were having.

Member Kilduff states that the council has a responsibility to the residents to make sure they are providing them with the funding and to make sure it is going in the right direction. Member Kilduff states that we need to be careful about the data that is requested because you may get a different answer, and the data required must be clarified.

Member Tassoni suggests that the BFRB tell Town Manager Rossi what data they will need so that he can add that to the letter. Town Manager Rossi explains that the required data needs to be developed before that letter is sent. BFRB Member Sousa states that the board should know how many classrooms are being utilized.

Member Tassoni states that for too many years the School Department has been “crying wolf”.

BFRB Member Sousa states that he needs the council members to support the BFRB.

Vice President Iannotti questions why we are dealing with the School Department when the School Committee is like their Town Council.

Vice President Iannotti feels that we should be dealing with the School Committee, as the School Committee tells the School Department what to do. Vice President Iannotti reminds the members that the School Committee answers to the voters. Vice President Iannotti also feels that we are under-utilizing the School Committee.

Town Manager Rossi suggests scheduling a work session with the School Committee to find the balance of what is really necessary.

Member Toppi states she would like to get some accountability with respect to the Boyle Complex especially when the School Department asks for more money due to change orders. Member Toppi feels that this plays “into each other” with respect to the extra money.

BRFB Member Kerwin suggests that if everyone is in agreement, the schools can be “flipped” to the next cycle, and the next round should be more data driven and less best practices and consulting. BRFB Member Kerwin also suggests that the BFRB work with the School Committee to develop KPIs, and with a combination of the council and the BFRB, put the School Department on notice that these are KPIs that will be reviewed, and they need to be prepared to keep track of this data. BRFB Member Kerwin states that the School Department should develop KPIs with the School Committee because they may want to look at more from an educational perspective. BRFB Member Kerwin hopes working with the School Committee will be more collaborative.

BFRB Member Sousa questions that if this is moved more towards data, KPIs, best practices, and benchmarks, does Mr. Myott think this would be of use. Mr. Myott states that once everyone is organized and has a better sense about their approach, a meeting should be scheduled with the K through 12 team to see how they approach these projects. Mr. Myott further states this will help craft the RFP.

BFRB Member Sousa does not want this report “stuck in a bottom drawer”.

BFRB Member Peter Lawrence states that the roads are annihilated in the Town, therefore, the Town will have to overcome that in addition to the school’s budget.

Vice President Iannotti questions if the plan is to have the Parks merger in the upcoming budget. Town Manager Rossi explains the following: That is the goal, however, he is not sure if it will be on the draft. He hopes to have it by the time the council approves the budget in June, and he reminds the members it is separate in the budget practice. The operation can be kept and then filter out how the operations go so that it is kept clearly separate.

Vice President Iannotti questions the road capital project being taken out of Public Works budget and made a separate capital item. Mr. Myott explains dividing it up was to assess the detail level.

Director Allen explains that you always want to spend your money on preventative maintenance first because it saves the roads from becoming more expensive. Director Allen further explains that based on the \$1.8M, the first \$600,000 goes to preventative maintenance, and anything beyond that will go into minor reconstruction. Director Allen also explains that theoretically that is how it should be, however, it ultimately comes down to what the Town can afford then where the money is placed.

BFRB Member Sousa states that he does not want to imbed capital into operating budgets.

Town Manager Rossi explains the Action Plan to the members.

BRFB Member Sousa states that this is something new, however, we need to keep this up so that in five (5) or six (6) years we can see something different and prove to the residents we are moving in the right direction.

Member Toppi questions the full time Program Coordinator position because she is not convinced because they oversee all summer sports. Member Toppi also questions what this position would be doing in the winter. Town Manager Rossi states this is a live document that he updates/monitoring on a regular basis, and not set in stone.

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

Meeting adjourns at 7:40 p.m.

Town Clerk

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, February 6, 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, February 6, 2024 Smithfield Town Council Meeting to order at 7:00 p.m.

At 6:30 p.m., a motion was made by Member Kilduff, 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 Robert Leach for possible reappointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation. **Motion is approved by a 5/0 vote.**

President Lawton reconvened the Town Council regular meeting at 7:00 p.m. and reported that no votes were taken in executive session that are required to be reported pursuant to RIGL §42-46-4.

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification

V. Presentations:

A. Certificate of Recognition - Josh Accetturo

Member Tassoni explains the following: Mr. Accetturo works for the Local 330 (Carpenter's Union), and he asked Mr. Accetturo if he would be amenable to building some benches for the dog park. Member Tassoni purchased the lumber, and Mr. Accetturo built the benches. The Town of Smithfield worker installed the benches this past weekend.

Member Tassoni thanks Mr. Accetturo and presents him with a Certificate of Recognition. Member Tassoni also thanks Michael Holmes, who is the President and Business Manager for the Local 330.

B. Smithfield Youth Council

The Smithfield Youth Council gives the members a presentation which consists of their recent activities (see attached documentation).

VI. Minutes:

- A. Move that the minutes of the January 23, 2024 work session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Member Toppi, that the minutes of the January 23, 2024 work session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

- 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, Paul Dumouchel, and Ed DeMayo 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.**

Motion is made by Member Toppi, seconded by Member Kilduff, that minutes of the January 23, 2024 executive session meeting minutes, with the addition of adding Ed Demayo and Paul Dumouchel be added, be approved as recorded and sealed. **Motion is approved by a 4/0. Member Tassoni abstains.**

- C. Move that the minutes of the January 23, 2024 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the January 23, 2024 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

- A. Historic Preservation Commission appointment with a term expiring in February of 2027.**

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Ed DeMayo to the Historic Preservation Commission for a term expiring in February of 2027. **Motion is approved by a unanimous 5/0 vote.**

- B. Historic Preservation Commission reappointment with a term expiring in February of 2027.**

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby reappoints Beverly Tobin to the Historic Preservation Commission for a term expiring in February of 2027. **Motion is approved by a unanimous 5/0 vote.**

C. Housing Authority reappointment with a term expiring in January of 2029.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby reappoints Paul Dumouchel to the Housing Authority for a term expiring in January of 2029. **Motion is approved by a 5/0 vote.**

D. Boyle Athletic Complex Building Committee appointment.

Motion is made by Vice President Iannotti, seconded by Member Tassoni, that the Smithfield Town Council hereby appoints Dan Geraghty to replace Jose Libano on the Boyle Athletic Complex Building Committee. **Motion is approved by a unanimous 5/0 vote.**

VIII. Public Hearings:

A. Conduct a public hearing to consider and act upon the adoption of the Capital Improvements Program Plan for 2025-2044.

President Lawton declares the public hearing open.

Town Manager Rossi explains the following: As stated in the Town Charter, the Capital Improvement Plan for FY 2025-2044 has been submitted and is a twenty (20) year plan, put together in conjunction with a team of eleven (11) members. The Capital Committee consists of 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.

The plan has been reviewed and evaluated, which is before the members this evening, and ranges from FY 2025-2044. Town Manager Rossi reminds the members that this is just a plan until any of the items are brought forward and funded, it is still in the aspect of a plan. This is used to help look out for the "long-term" and the needs of the community based on priorities and availability of funding.

Paul Santucci, 10 Appletown Road, states the following: He questions where the figures came from for the school roofs, specifically LaPerche Elementary, which goes out twenty (20) years. There is a future value number of \$600,000. In 2034, Old County Elementary School has a future value of \$350,000. In 2034, the future value is \$1.9M for Smithfield High School. He asked an expert that has been in the commercial roofing business for thirty-five (35) years, both union work and prevailing wage. The expert gave him a price of \$35 - \$45 per sq. ft. He does not think these numbers are accurate. The Town needs to be saving a tremendous amount of money on an annual basis to be able to afford these roofs, and not have to get and float a bond. Before this is approved, there should be verification of where those numbers came from.

Director of Building and Grounds, Angelo Mencucci explains the following: Those costs were based on square footage and prevailing wage, not a standard wage. A 5% escalator was used, and this would be from "deck up". The numbers were reviewed by the committee, however, this would still need to go to bid. This is a budgetary item used as a placeholder.

The School Department wanted to ensure this was on the list and you knew when the warranty was going to expire, what roofs needed to be replaced, and when they needed to be replaced.

Town Manager Rossi questions if the \$600,000 is just one piece of the funding and the roof is “x” amount of dollars or is it just \$600,000 for the whole roof. Director Menucci states that it would be \$600,000 for the entire roof in twenty (20) years.

Member Kilduff cannot believe, or accept, that the cost for the roof would be \$600,000 in twenty (20) years.

Member Toppi states that she agrees with Member Kilduff, and even if the council approves the adoption of the Capital Improvements Program Plan, it is not binding, and the council can approve whatever they want down the road.

Director Menucci states that he agrees costs will go up, however, he was very conservative with that amount. Director Menucci reminds the members it is truly a placeholder/benchmark so the School Department knows what roofs need to be replaced and when. Director Menucci further states they you will never know what market conditions will be even five (5) years from now, and the escalator was used based on prevailing wage.

Member Toppi questions if this is the same “theory” used for all of the other figures. Director Menucci confirms this was used for all of the other figures (deck up).

Vice President Iannotti states the following: The council walked through the schools a week ago Monday, and there seems to be a great deal of “deferred maintenance”. These buildings have gone for years with virtually nothing done to them. There is energy money going out of the doors and windows. The estimate, for five (5) years for the school buildings is \$25M. After deducting the 35% reimbursement for a total of \$16.25M for the next five (5) years. This is just to keep up the buildings or keep them where they should be. This is because we have been engaged in deferred maintenance. A great deal of additional revenue will need to be found to put into these buildings because every year that goes by, and things are not funded properly, they will not get better. We continue to “kick the can down the road”. These buildings need floors, ceilings, tiles, windows, and doors.

Director Menucci explains that in meetings with the School Committee a Capital Revolving Plan was discussed that will influx money towards the reimbursement. Vice President Iannotti explains that is why this was created and the Town has begun to fund it, but there needs to be a much greater commitment.

Member Kilduff states that he has major concerns with this Capital Improvements Program Plan, not just from the School Department side, but he would be remiss if he voted against it because of the other departments that are so involved in this. Member Kilduff hopes that with the council can have a strong relationship and work hand and foot to accomplish what needs to be accomplished for the residents. Member Kilduff further states that he will support the adoption of this Capital Improvements Program even though he has some reserves with the School Department’s end. Member Kilduff also states with all of the other departments, it looks like the Town has a good solid foundational plan in place.

Member Tassoni questions if the School Department has a strategic plan. Director Mencucci states that they do have a strategic plan. Member Tassoni questions if it is on maintenance. Director Mencucci states that the strategic plan is on maintenance. Member Tassoni requests a copy of that.

Superintendent Dawn Bartz states the following: The strategic plan is on the School Department's website, however, Member Tassoni can get his own copy. She reminds him that he was part of the strategic planning process last year. Facilities is the fifth tenant, and updating the school buildings. The council members that toured the schools with them saw what was called "deferred maintenance", but they went to a neighboring school district where a new building was built because they had weighed reconstruction versus a new building. Reconstructing that particular high school was estimated at over \$40M.

Member Kilduff questions a line item for bathroom renovations. Member Kilduff questions if a student goes into a bathroom and rips a urinal out, who replaces/is responsible for its replacement. Superintendent Bartz states that the money would come out of the General Fund, which is taxpayer money. Superintendent Bartz further states that the School Department could try to collect damages.

Member Kilduff questions if anyone has heard the term "devious lick". Member Kilduff explains this is when a student goes into a school and destroys them, knowing that they cannot be fined, and makes videos of this and posts them on the internet. Member Kilduff further explains that there is not a plan in place. Superintendent Bartz explains they are a public school system, and they will hold people responsible, however, it is their responsibility to keep those facilities in shape.

Paul Santucci, 10 Appletown Road, states the following: There is a difference between present value and future value. He gives the members figures based on the "Rule of 72", and states that in 20 years the figure would be approximately \$1.3M. The number may be misinterpreted and it was meant to be a present value number. The Town should start to save for that right now, because this is just one (1) school, and \$50,000 would be needed upfront, \$2,500 per month, at a 6% rate of return. The figures for the roof need to be reviewed because the last thing the Town would want to do is bonding.

Rema Tomka, 1 Domin Avenue, states the following: She has two (2) items in the Capital Budget that need consideration. The first is to replace and expand an elementary playgrounds to include adding outdoor learning space, ADA, and special equipment. This is \$450,000 for Old County Road School in addition to \$200,000 for the basketball court renovations. She built the playground at OCRS ten (10) years ago and it is still in good condition, therefore, she does not understand this line item. The second is sidewalks going from the Smith-Appleby House to the Stillwater Trail. This line item may have been in the plan with the vision of school trips and getting children from one to the other. The roads are extremely wide all the way from the Smith-Appleby House to the Stillwater Trail, and there is no walking hazard. This is a \$300,000 expenditure that the council may want to reconsider.

Thomas Hodgkins, 200 Farnum Pike, states the following: He spoke at great length about the libraries at the last council meeting, and he feels that the council should get clarification before allocating money there.

It is his understanding that the ice rink has run marginally at a profit or at a loss. After he reviewed the budget, the ice rink does not include allocating anything for capital improvements or maintenance. If it did allocate money for capital improvements or maintenance, it would be running at a loss every year. In the five (5) year plan, there is \$800,000, and in 2030 there is \$3M line item for the ice rink. He feels that the business plan for the ice rink needs to be reviewed now to determine what is happening there. It seems like the taxpayers are subsidizing the operation of the ice rink, which is fine for those who live here and the schools, but the taxpayers should not be subsidizing for people who are coming out of town to use the rink. They are paying a cost that is less than what is needed to run the ice rink.

Vice President Iannotti explains that the money to run the ice rink does not come from the General Fund, it is an Enterprise Fund, and therefore, it is funded by the fees that are charged.

Mr. Hodgkins states that this is coming out of Capital Plan. Town Manager Rossi explains that it is listed on the sheets, however, it “backs out” Enterprise items like the Sewer Fund and Water Fund which are not charged against the General Fund. Town Manager Rossi further explains this is one document for all Town departments, and if you look at the bottom line, all of the revenue has to do with the actual expenditures for the General Fund. Town Manager reminds Mr. Hodgkins these are not funded by tax dollars.

Mr. Hodgkins states that the ice rink is running at, or near a loss, and not producing revenue each year and they do not contribute anything to capital. Mr. Hodgkins further states that if they did contribute to capital annually they would be running at a bigger loss. Town Manager Rossi states that this is correct, and this is why the fees are being reviewed. Town Manager Rossi further states that the fees have built up funds to fund the capital, and every year the profits are going in, the bottom line is all made to be self-sustaining. Town Manager Rossi also states this is why they need to maintain and review the fees, and none of those projects will happen if the money is not there.

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

Vice President Iannotti states the following: With respect to the School Department, if we just do their Priority 1 items for this year, the total cost would be \$579,000. The Town is looking at “big money” for the schools, and money is needed for the Fire Department which is \$4.5M, and even though they receive some reimbursement from rescue runs, it is still a great deal of money. The Fire Department buildings are old and the station in Greenville could be a fire hazard because of where they are housing the firefighters. He feels that the Town needs to focus on our Fire Department buildings. This does not include the fourth fire station that the voters approved to build. The DPW building is a 1950s building, and the trucks cannot fit inside, which means they must park outside resulting in deterioration. These are the three (3) areas the Town needs to focus on.

Vice President Iannotti suggests making a list of priorities to determine what those priorities are and how they will be funded. Vice President Iannotti states that the Town cannot increase taxes because people are paying more for everything due to inflation.

Vice President Iannotti also suggest looking for other sources of revenue to help deal with some of these issues.

Member Tassoni feels this is a good point because of “sins of the past” and they kept “kicking the can down the road”. Member Tassoni agrees that priorities or a strategic plan need to be set to determine what money will be spent on. Member Tassoni also agrees that this needs to get done because you cannot raise taxes.

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.

President Lawton declares the public hearing open.

Member Toppi states the following: She is happy to have this item before the public and the council this evening. She strongly believes the approval is in the best interest of Smithfield residents, humans, and wildlife alike. Not only are wind power structures unsightly and noisy, but they can also be dangerous, unsustainable, harmful, and their capability of producing electricity is intermittent. This addition to the Table of Uses will effectively ban wind energy systems in the Town of Smithfield. She does not think our Town is a good place for them.

We were originally going to follow up with an ordinance that restricted them in industrial zones, but after further discussion, we felt it was best to keep them banned all together. Therefore no ordinance is needed as this Table of Use addition accomplishes this goal.

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

Vice President Iannotti explains the following: We are trying to look at some of these energy facilities because you never know what will “pop up” in someone’s backyard or next door to them, if we do not have proper zoning. The council wants to ensure that energy facilities do not show up where they don’t want them.

Motion is made by Vice President Iannotti, seconded by Member Toppi, 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. **Motion is approved by a 4/0 vote. Member Kilduff recuses himself.**

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.

President Lawton declares the public hearing open.

Vice President Iannotti explains the following: Inclusionary Zoning requires that all housing projects of six (6) units or more include an affordable housing component. We have the ordinance which requires all projects to contain 20% affordable units. The amendments to the RI Inclusionary Zoning stature taking effect on January 1, 2024 required that the number of affordable units be raised to 25%, and this amendment would raise it to 40%. In effect, he thinks it is 33% right now.

In the state law the Town is allowed two (2) additional market rate units for every low and moderate

unit constructed as part of a development, therefore, with two (2) for one (1) that would mean the maximum that the Town can require for affordable units is 33%. The amendments approved by the Planning Board also eliminate the ability of developers to make payments to the Town's Affordable Housing Fund or donations of land in lieu building the affordable housing. The Town Planner has estimated that under our present zoning ordinance the Town will not reach its goal of 10% until 2060. In the meantime, the Town is at the mercy of the Comprehensive Permit process, which has eviscerated our zoning by providing very large density bonuses to developers. The state has increased these density bonuses substantially. This is why the Town ends up with large developments, however, they must be allowed because the Town has not met its 10%. We will never meet the 10% unless the number of units they are required to build is raised. Developers will need to be willing to build more affordable units, especially since they are being granted these lucrative density bonuses.

If the Town has more affordable housing, our children and the children of our current residents, will be able to raise families of their own here in Town.

Member Toppi reads the following into the record: *"I would like to provide residents with some clarity and to avoid misunderstandings regarding where she stands on this subject. Does she think that the state's 10% mandate and its one size fits all approach is good for our Town? No. Does she believe that cities/towns should decide on their own zoning? Yes, of course. Is it the responsibility of the Town Council to approve/deny developments? No it is not, that is the Planning Board's responsibility.*

As many are aware, the state is mandating each city/town to have 10% of their housing be what is considered "affordable" (low and moderate income). We do not have a choice in the matter. If you would like that to change, please reach out to your state representatives. The bottom line is, as elected/Town officials, we have a responsibility to do what we can to maintain the Town's beauty and functionality, and keep it a nice place for people to live, while at the same time, satisfying the State of Rhode Island's requirements. This involves being creative in doing what we can to accomplish this with the tools we are left with. Why do I support this amendment? Because we cannot afford the Town chasing its tail until the end of time. What do I mean by that? Chasing our tail equals endless developments, increased traffic, worse than it is now, and ultimately in my opinion, the complete loss of Smithfield's character.

I do not think anyone wants that. Another thing I think is good about this amendment is that it takes away the "in-lieu of fee" option, having the option to pay a fee instead of building LMI housing, is another obstacle to the Town reaching its mandated 10% as it only increases the housing stock. Another way to think about it is there will be fewer buildings around Town if we increase the LMI requirement (percentage requirement) by way of this ordinance amendment. There will be less land taken up, we can reach our goal faster building fewer structures. More structures equals increased traffic and city-like conditions. I don't think people live here for that type of environment, I do not.

Let me be crystal clear on this, I am not anti-development. I am anti irresponsible development and anti over development. I work for the people of Smithfield not any other stakeholders; they come first. There is a lot to this housing stuff when it comes to the state and local regulations.

It took me sometime to overcome my skepticism on whether this was truly a good idea and in the best interest of residents, understand the full picture, and learn what we, as local officials, can do about it.

I highly encourage anyone who has questions or requires further clarifications to please reach out to Vice President Iannotti or myself as we are more than happy to further explain. And I do thank Vice President Iannotti for his work and thoughtfulness on this. Thank you.”

Edward DeMayo, 75 Whipple Road, states that the country was built on Judeo Christianity, and everything stems from the good book. Mr. DeMayo further states that “every man under his own vine”, therefore, we were not meant to live with all of these structures.

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

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council move passage of the amendments with the change, that where 40% is indicated on the amendment, it be changed to 33%, to conform with the state statute. **Motion is approved by a unanimous 5/0 vote.**

- 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)**

President Lawton declares the public hearing open.

Town Clerk Antonuccio states that these licenses are in order for approval.

Hearing no comments, President Lawton closes the public hearing.

Motion is made by Member Kilduff, seconded by Member Tassoni, 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.

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)

Motion is approved by a unanimous 5/0 vote.

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**

Motion is made by Member Tassoni, seconded by Member Toppi, 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

Motion is approved by a unanimous 5/0 vote.

- 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:**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, 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

Motion is approved by a unanimous 5/0 vote.

- 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**

Motion is made by Member Tassoni, seconded by Member Toppi, 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

Motion is approved by a unanimous 5/0 vote.

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**

Motion is made by Member Tassoni, seconded by Member Toppi, 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

Motion is approved by a unanimous 5/0 vote.

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.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve 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. **Motion is approved by a unanimous 5/0 vote.**

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.

Motion is made by Member Tassoni, seconded by Member Toppi, 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. **Motion is approved by a unanimous 5/0 vote.**

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.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve 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. **Motion is approved by a unanimous 5/0 vote.**

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.**

Town Manager Rossi states that this resolution is to approve and solidify the Capital Improvements Program Plan which was discussed at the public hearing this evening.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council adopts a resolution for the Capital Improvements Program Plan for Fiscal Years 2025-2044. **Motion is approved by a unanimous 5/0 vote.**

- 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".**

Tax Assessor Christopher Celeste explains the following: He is asking that the council approve a resolution to an existing state law. This is needed because the current state law allows the Town a 10 (ten) year tax stabilization period, and there are older laws on record which allow for a stabilization period of twenty (20) years. This new amendment aims to combine these older public laws and the newer laws consolidating it into one.

Vice President Iannotti questions the law being changed in 2021 to ten (10) years. Town Manager Rossi states it was created as a separate vehicle for the Town to use, however, it was not requested or proposed in replacement of. Town Manager Rossi further states it was an additional vehicle beside the one created by the public law, which allowed up to twenty (20) years. Town Manager Rossi also states this law was requested and added by the Town because they were looking to have another vehicle for up to ten (10) years with the stipulations rolled into the ordinance.

Vice President Iannotti questions if those two (2) 2021 laws would supersede the prior laws that were passed in 1960 and 1975. Town Manager Rossi explains this was discussed, and this “clean up” will clear up that issue, and the intent of what was approved as can be seen in the language in the bill, was not to replace, but to be set alone by requesting a General Law.

Member Toppi questions what “industrial” is in this context. Assessor Celeste explains the following: Industrial, commercial, and manufacturing are basically all commercial enterprises; stabilizations are not for residential. The law did not have “industrial” in some places and “commercial” in other places, this clarifies that it is all three (3). He reminds the members that this does not give an entity an agreement, it give the council the authority to determine if they qualify for an agreement. Those words have been added in to make it consistent with state law. In order to give the agreements to various types of properties and to ensure everything is covered, all three (3) definitions were added.

Member Toppi asks Assessor Celeste’s opinion on changing ten (10) years to twenty (20). Assessor Celeste feels that the more authority the council has, the better decisions they are able to make. Assessor Celeste also feels that being bound to ten (10) years takes away a great deal of the large entities out of the picture because they would need a twenty (20) year agreement to make everything work. Assessor Celeste states that ten (10) years is good for smaller entities, however, the twenty (20) years and the enabling legislation would allow the council to offer up to a twenty (20) year agreement.

Member Toppi questions what the other towns have for years in their agreements. Assessor Celeste states that cities have twenty (20) years through another statute (44.3.9) which allows them to enter into twenty (20) year agreements, however, it segregates towns, and they will need to put it on the ballot.

Solicitor Gallone explains that they are “all over the place”. Town Manager Rossi explains that this will align everything and give the council the tools as well as open the opportunity for the incentive program through Commerce. Town Manager Rossi further explains that the only way Commerce will consider offsetting any potential revenue loss is for a minimum of twelve (12) year agreement, and this would not allow the Town to do this because currently we have ten years (10).

Vice President Iannotti questions having twelve (12) if Commerce will do an agreement at twelve (12) years. Town Manager Rossi explains because it would give the council the opportunity to make that determination and not require any addition General Assembly approval to amend that, and to actually be able to have it marketable to larger industries.

Vice President Iannotti explains the following: Less than two (2) years ago the council passed an ordinance with a ten (10) year maximum. There was a work session held, and there was a presentation by the Department of Commerce. Now, less than two (2) years later, seeking a change back to twenty (20) years.

Vice President Iannotti questions if the council made a mistake. Vice President Iannotti also questions what we are saying about the ordinance as it exists right now. Town Manager Rossi explains that the reason why Commerce focused on ten (10) years is because they were in agreement that the Town had the flexibility with the public law to issue the twenty (20) agreement.

Town Manager Rossi further explains that the point of them coming to that work session was to create the new vehicle for up to ten (10) years, which would “cleanup” items from prior agreements and the statute they were issued under. Town Manager Rossi also explains that while this was to “cleanup” things of the past, it was never made, even in the conversations with Commerce, to supersede the ability for twenty (20) years. Town Manager Rossi states that “in addition to” was the intent.

Member Toppi questions why we are doing this now. Assessor Celeste explains this is to try to clean up the ambiguity and to combine/consolidate into one (1) general law. Assessor Celeste explains this will cover everything having to do with a Tax Stabilization Agreement.

Vice President Iannotti questions if our own ordinance governs this agreement because the state law allows the Town “up to” a certain number of years. Assessor Celeste explains that this would apply to any agreement up to twenty (20) years along with the same application process and the same requirements as the local ordinance. Assessor Celeste reminds the members that the ordinance came from this enabling legislation at the state level. Assessor Celeste further explains that the twenty (20) year statutes do not have any application procedure, they ask for a written request that the council can approve.

Vice President Iannotti questions if the local ordinance needs to be changed as well. Assessor Celeste confirms that the ordinance will need to be changed. Solicitor Gallone states that if the council decides to do this, they may want to consider different levels of investments.

Town Manager Rossi states that further conversations need to take place with the council once we get the first phase of the legislation corrected.

Assessor Celeste states that the Town would have a higher threshold to go beyond ten (10) years.

Member Toppi states that we just sponsored the tax stabilization ordinance, and the council was fine with ten (10) years.

Vice President Iannotti questions if ten (10) years is enough of time to get established and to determine if the business is going to be successful. Vice President Iannotti also questions why the agreements need to be so long.

Assessor Celeste explains that in his experience all the larger properties that ever got built always come with a twenty (20) year agreement.

Vice President Iannotti states that, in effect, they come in and basically want to get bribes to relocate here. Member Tassoni feels that “bribe” is a strong word.

Assessor Celeste feels that incentivize is more accurate term. Assessor Celeste also feels that if we don't incentivize to come to the Town, another city/town will, and the larger the company, the better chance they are of having a Tax Stabilization from some town. Assessor Celeste states if the Town wants to have a chance to get a larger property, we need to have the ability to offer what city/towns have to offer.

Assessor Celeste reminds the members that a twenty (20) year agreement does not have to be offered to everyone, but the Town would have the authority to offer up to that twenty (20) year threshold, if deemed necessary.

Member Toppi reads the following into the record: *Going forward, I'd like to offer some of my reasoning for voting the way I do so I will provide a short comment to give it some context. This is how I'm looking at it: One of the main reasons why I don't particularly care for these agreements is, considering all the other businesses and small businesses in town, it is like, how do they feel about the fact that we are giving away tax deals to certain companies but not to them? I don't like how we pick winners and losers, and I don't believe we should be doing that. Do we want new business to come into town? Of course. However, when we approve these big tax deals, everyone is going to expect them. It sets a bad precedent. And it is especially unfair to all the loyal, small businesses in town. I am very much pro-business and small businesses have a special place in my heart because they are the backbone of this and every town.*

On the flip side, an argument can be made to say that it would be beneficial to have the flexibility for future considerations. Further, it would not be out of the realm of possibility to say that there could be a good tax stabilization proposal that I may support in the future. In fact, I voted yes on Bay Crane agreement after spending a LOT of time going back and forth.

However, on this I will be voting no. This was not a clear-cut, black and white decision for me, and I took a lot of time weighing the pros and cons of the ENTIRE situation. Ultimately, the cons outweigh the pros and that is what it came down to. I will end by saying I am unable to further explain why I am voting no and will leave it at that.

Vice President Iannotti feels the best way to have businesses that what to locate here is to have competitive property tax and tangible tax rates, relative to other towns, and those can be enjoyed by all of the Town's businesses. Vice President Iannotti also feels we would be treating all of our businesses the same, and that is the fair way to do it.

Thomas Hodgkins, 200 Farnum Pike, questions what the motion is that the council is voting on.

Solicitor Gallone explains it is a resolution to be sent to the state legislature to amend the existing state legislation to increase the timeframe within which a Tax Stabilization Agreement lasts, up to twenty (20) years.

Mr. Hodgkins questions what the proposed Act is. Town Manager Rossi explains it amends the section that states the ten (10) and changing it to twenty (20), as well as, adding "industrial and "manufacturing".

Mr. Hodgkins questions what the council has in front of them. Town Manager Rossi states the council has a resolution in front of them this evening. Vice President Iannotti states that the council was given an Act that has been redlined. Mr. Hodgkins states that the Act was not in the public packet, and he suggests tabling this matter because it was not in the made available in the public packet.

Mr. Hodgkins questions if the proposal is to bypass the Charter's procedure for amending Smithfield's ordinances. Town Manager Rossi states this is not a proposal to bypass the Charter.

Member Kilduff recommends tabling this matter because the Act was not provided to the public. Town Manager Rossi states that the resolution lays out exactly what is changing. Town Manager Rossi further states that there is a time issue with the General Assembly getting new bills introduced.

Mr. Hodgkins questions if the proposal is to later come back to amend the Town ordinance. Solicitor Gallone states that there would need to be a public hearing to amend the ordinance.

Vice President Iannotti explains that changing the state law will create a new "ceiling" of twenty (20) years, however, the Town ordinance still rules until we change it to twenty (20).

Mr. Hodgkins feels that it makes more sense to go through the process with the ordinance first.

Mr. Hodgkins questions if the Town has discussed with any entities tax agreements in excess of ten (10) years. Town Manager Rossi states there are some on the books now, and they have spoken with many businesses. Town Manager Rossi further states that topic comes up in every conversation when a perspective business is looking to locate in a municipality.

Mr. Hodgkins questions if this is what is driving this resolution. Town Manager Rossi states that what is driving this is the General Assembly and when new bills can be introduced.

Mr. Hodgkins questions if there is an entity that is looking to come here. Vice President Iannotti explains that if there was, it would be discussed in executive session until the proposal gets to the point where it's revealed to the public.

Mr. Hodgkins thinks that there are more towns that have a ten (10) year limit, and there are only a handful of towns that have a twenty (20) year limit.

Mr. Hodgkins also thinks that the twenty (20) years is speculative and you would be tying the hands of another council for twenty (20) years, and it is hard to say if that would work for the taxpayers.

Mr. Hodgkins thinks the Town is trying to guess interest rates and inflation. Mr. Hodgkins also thinks that this is not in the best interest of the taxpayers, and ten (10) years is fine.

Mr. Hodgkins feels that these types of agreements for companies in excess of \$2M, leaving aside the value that small and medium sized business bring to Smithfield.

Member Tassoni explains that the Town currently has six (6) agreements. Member Tassoni lists the businesses. Member Tassoni states that these were put in place with no procedures, just a vote. Solicitor Gallone states those agreements predated the ordinance.

Member Kilduff states that he is satisfied with what the memo presents to the residents, and more could have been provided, but the memo does provide a good synopsis.

Member Toppi questions if there is a date for this to go before the state legislature. Town Manager Rossi states it would be sent tomorrow, and depends on the time they draft the final version of the Act, to go forward.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby approves the resolution requesting the State General Assembly to amend Rhode Island General Law §44-3-9.11. **Motion is approved by 3/2 vote. Member Toppi and Vice President Iannotti vote nay.**

C. Consider, discuss, and act upon authorizing a request for proposals for 2024 Statistical Revaluation Services subject to final review by the Town Solicitor.

Assessor Celeste explains the following: This is an RFP for the upcoming revaluation, which is state mandated. This is not full revaluation, it is called an update and is less invasive. He wrote the RFP in such a way that the staff will be doing very minimal “in Town” work, and he will be doing a great deal of the work with his staff. He will have more resources and will be doing permit review and more visiting of the properties. The revaluation company will be doing almost none.

Vice President Iannotti states that this is a statistical review, therefore, you will not have to go to people’s homes. Assessor Celeste explains that on a sale or a permit the revaluation company will knock on doors to look around and ask questions, however, the way he wrote the RFP, the permits will be down by his in house staff. Assessor Celeste further explains that they will review all the sales with MLS and view the pictures, and there are enough pictures online to vet a sale.

Motion is made by Member Kilduff, seconded by Member Toppi, 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 review by the Town Solicitor. **Motion is approved by a unanimous 5/0 vote.**

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”.

Town Manager Rossi explains the following: This resolution is to ask the General Assembly to amend the law pertaining to the fees that are charged by Animal Control. This would allow it to be tied directly to the ordinance that is currently on the books instead of requiring any change of a dollar into a fee. This resolution removes the actual dollar amounts, and put it back into the authority of the Town Council.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby adopts a resolution to request the Town’s legislative delegation to introduce an act to amend Chapter 4-13 of the General Laws entitled “Dogs”. **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon adopting a resolution in support of the Rhode Island League of Cities and Towns’ 2024 legislative priorities.

Town Manager Rossi explains the following: This resolution requests that the legislation should focus on the cities/towns and the priorities of helping to fund at the local and education levels, and finding ways to minimize any unfunded mandates.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby adopts a resolution in support of the Rhode Island League of Cities and Towns' 2024 legislative priorities. **Motion is approved by a unanimous 5/0 vote.**

F. Consider, discuss, and act upon authorizing a request for proposals for town-wide on-call plumbing services.

Town Manager Rossi explains the following: This is an RFP for town-wide plumbing services, and similar to what the council has done in the past for electrical services. This allows both the Town and the School Department to get the best fee for these services. It will lock in the price and have priority service in the event of an emergency.

Member Toppi questions if this is for the Town and School Department, how is it split up in the budget. Town Manager Rossi states that we would pay for any of the services that we would do, however, this is more so to have the pricing set in place.

Member Toppi questions if this is the only situation where we share a service with the School Department. Town Manager Rossi explains that the Town also does this with electrical services and certain purchases as well, in an attempt to maximize the partnership.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise RFP #240201 for town-wide/on call/ plumbing services. **Motion is approved by a 4/0 vote. Member Kilduff is not present for this agenda item.**

G. Consider, discuss, and act upon approving the Pension Funding Policy for the Police and Fire Pension Funds.

Town Manager Rossi explains the following: The Town has been working very closely with Auditor General's Office to put together a Pension Funding Policy for the Police and Fire Pension Funds. This is based on the best practices outlined by GFOA, as well as, the actuary reports. This gives the Town the opportunity to protect the health of both pension funds. The blueprint for funding them has met the necessary levels so that they exist into their entirety until extinction.

Vice President Iannotti expresses how happy he is to see a plan to fund these pensions. Vice President Iannotti explains that these are legacy pensions that we still have because now all new employees are put into the MERS, which the state administers. Vice President Iannotti further explains that this is a plan to bring our pensions plans up to being fully funded because they are only partially funded at this point.

Vice President Iannotti also explains that this has been planned out by putting so much money into the plan, they will be fully funded by specific dates mentioned in the plan.

Town Manager Rossi states that the Police Plan is considered “closed and frozen”, which means that only retirees are in that plan, and no new participants are eligible. Town Manager Rossi further states that the fire plan is closed, therefore, no new members can become members of the pension plan, but there are still active employees that contribute that will be retiring under that plan. Town Manager Rossi also states that this is a limited pool as they have all transitioned to the state plan.

Vice President Iannotti states that the police pension is estimated to achieve 100% funding by June 30, 2031 and the police pension will achieve 80% by June 30, 2034.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the Pension Funding Policy for the police and fire pension fund. **Motion is approved by a unanimous 5/0 vote.**

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.

Chair of the Historic Preservation Commission Robert Leach explains the following: It is not just structures or artifacts, it is people that is the history of our Town. Letters and information was sent out so that the council knows what the “ask” is. The Town is in the middle of designing and funding the East Smithfield Neighborhood Center, and while this is being designed, he wants to ensure that those people that would most likely benefit from us and we would benefit from. He has already considered and set aside interior square footage for the Youth Council, Boys/Girls Club, etc. What was missing was the veterans. To divulge his bias, his father was the commander of the VFW Post 2929 across from the town hall.

Commander Mason Briggs of Balfour 64 explains that following: In January 1938 Balfour-Cole Post #64 was introduced. The American Legion supports four (4) peers: Veterans’ Affairs, relationships, national security, and children/youths. They are looking for a place to hold their meetings, as their post is being used. Having them at the East Smithfield Neighborhood Center would help them quite considerably.

Member Toppi states that she fully supports this, and thanks the members for their service.

Chair Leach give a brief presentation showing their passion for preserving the Town’s cultural heritage (see attached documentation).

Chair Leach wants Balfour 64 to have a place to hold small/large events, but it starts with a “home” for them to know where they can go. Chair Leach explains that the conference room will be equipped with a widescreen television, and they can plan their events. Chair Leach further explains the he has drafted a resolution based on the letters in the council packet, which detail the use of the conference room, and part of this is the planning portion because they will be getting grants

Chair Leach further explains that paperwork/information has been submitted per the Town Planner, along with the grant writer, and it has been a great success.

Member Kilduff questions when the East Smithfield Neighborhood Center will be open because he does not want to have these discussions until the doors are open.

Chair Leach states this is for planning purposes. Chair Leach thinks the opening is approximately one (1) year plus out from opening because they are using grant money. Chair Leach reminds the members it has been seven (7) years that he has been working on this pro-bono.

Member Kilduff states that he is still challenged as to the fact that this is up to this council's purview to decide what the future of this building is. Member Kilduff does not think that any of the council members reached out to Balfour, therefore, Chair Leach must have.

Chair Leach states that he has done it through their liaison, Vice President Iannotti, so that he knew this was coming.

Member Kilduff questions if Chair Leach consulted his commission before doing this. Chair Leach states that he did consult his commission, and it was done by a motion. Member Kilduff questions if there are minutes for this council to see in terms of the members authorizing this. Chair Leach feels that the council would take his word. Member Kilduff states that he just wants the courtesy of him saying that he consulted with his commission.

Chair Leach explains that he is also asking that the conference room be named in Private 1st Class William Demaine's honor. Chair Leach reviews Mr. Demaine's accomplishments with the members. Chair Leach was not aware the renaming of the conference room was not going to take place this evening. Mr. Demaine's daughter is present and thanks the members for their consideration.

Solicitor Gallone explains that the renaming would have to be discussed at another meeting.

Member Toppi states that the motion is to hold monthly meetings not to approve the resolution.

Solicitor Gallone states that the only item that was advertised was for the use of the building, and the adoption of the resolution for dedicating the conference room would have to be discussed at the next meeting.

Vice President Iannotti recommends that the naming of the conference room be placed on the council's next agenda.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, 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 and a Certificate of Occupancy has been issued. **Motion is approved by a unanimous 5/0 vote.**

- 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).**

Vice President Iannotti states that there is ongoing work on this project and questions if this is grant money that is being used. Town Manager Rossi confirms grant money in conjunction with funds that were put aside by the Town, and the larger portion of the project will be a new RFP. Town Manager Rossi explains that the Town is waiting for the agreement to come through to finalize the large grant.

Motion is made by Member Tassoni, seconded by Member Kilduff, 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). **Motion is approved by a unanimous 5/0 vote.**

- 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.**

Motion is made by Member Tassoni, seconded by Member Toppi, 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 and 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. **Motion is approved by a unanimous 5/0 vote.**

- 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).**

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the tax abatements in the amount of \$3,987.84. **Motion is approved by a unanimous 5/0 vote.**

XII. Public Comment. None

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 8:51 p.m.

Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 2 entitled “Town Council”.

AN ORDINANCE AMENDING PART I OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “ADMINISTRATIVE LEGISLATION” BY ADDING THERETO CHAPTER 2 ENTITLED “TOWN COUNCIL”.

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

Section 1. Part I of the Smithfield Municipal Code entitled “Administration Legislation” is hereby amended by adding thereto Chapter 2 entitled “Town Council” to read as follows:

§ 2-1 Town Council

There shall be a Town Council of five (5) members elected by the voters of the Town at-large. The Town Council shall select from its members a President and Vice-President of the Town Council. All powers of the Town shall be vested in the Town Council, except as otherwise provided by law or the Town Charter. Each Council member shall receive an annual salary of \$4,000 except that the President of the Town Council shall receive an annual salary of \$4,500.

See Town Charter, Article II

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 3 entitled “Town Manager”.

AN ORDINANCE AMENDING PART I OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “ADMINISTRATIVE LEGISLATION” BY ADDING THERETO CHAPTER 3 ENTITLED “TOWN MANAGER”.

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

Section 1. Part I of the Smithfield Municipal Code entitled “Administration Legislation” is hereby amended by adding thereto Chapter 3 entitled “Town Manager” to read as follows:

§ 3-1 Town Manager

The Town Council shall appoint a Town Manager to serve as the Chief Administrative Officer of the Town and shall fix the Town Manager’s compensation. The Town Manager shall serve at the pleasure of the Town Council.

See Town Charter, Article III

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 15 entitled “Building Official”.

AN ORDINANCE AMENDING CHAPTER 15 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED "BUILDING OFFICIAL".

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

Section 1. Chapter 15 of the Smithfield Municipal Code is hereby amended to read as follows:

§ 15-1 Office created; appointment; term; compensation; residence.

There shall be a Building Official for the Town, who shall be appointed by the Town ~~Council for a term of six years and whose compensation shall be fixed by the Town Council~~ Manager and who shall serve at the pleasure of the Town Manager. The Building Official shall be appointed pursuant to ~~Section R.I.G.L. §23-27.3-107.5 of the General Laws and shall be a resident and qualified elector of the Town within six months after appointment; provided,~~ however, the ~~Council~~ Town Manager may make a temporary appointment to evaluate the ability of the appointee to be building official.

§ 15-2 Professional knowledge.

The building official, to be eligible for appointment, shall have at least five (5) years' experience in both residential and commercial construction, shall have been employed as a Building Inspector-2 for a minimum of one year, and shall possess an International Code Council (ICC) certification as a certified building official (CBO) or any combination of education and experience that the building code standards committee deems to be substantially equivalent. The building official shall possess a thorough knowledge of the principles and practices of residential and commercial building construction and the ability to review plans and supervise staff in the enforcement of the state building code. The Building Official shall possess the necessary technical knowledge appropriate to construction of buildings so that he/she can carry out the function of the General Laws pursuant to G.L. Chapter R.I.G.L. §23-27.3 entitled "State Building Code."

§ 15-3 Powers; duties.

In addition to other duties specifically defined by the General Laws, it shall be the duty of the Building Official to:

- A. Issue all permits to builders or owners covering all phases or work to be constructed within the Town;
- B. Have knowledge of all codes, zoning laws, subdivision laws, etc., in order that he/she may enlighten any person requiring such information;
- C. Inspect all properties being built, altered, use or occupancy change, or added to, ~~at least three times and keep a record of his findings on field cards which can be transferred to permanent cards at a later date.~~ Inspection shall include occupancy, foundation, pre-~~lathing finish,~~ energy efficiency, final and any other inspections deemed necessary. The Building Official shall provide a digital or physical written inspection report to the permit applicant and leave a sticker or card in or on the building after making his inspections to show the owner that the scope of work ~~building~~ has been ~~accepted or rejected~~ approved or disapproved;
- D. Act as the zoning enforcement officer and enforce all zoning laws adopted by the Town Council;
- E. ~~Serve~~ as the Zoning Enforcement Officer unless a Zoning Enforcement Officer is separately appointed;
- F. Act as the Minimum Housing ~~Inspector~~ Enforcement Officer; See R.I.G.L. §45-24.3
- ~~FG.~~ Serve as the Building Inspector unless a Building Inspector is separately appointed;

- GH.** Inform the Town Council, the Conservation Commission and the Planning Board where the application for a building permit is for land involving wetlands;
- HI.** Inspect the prospective land on which any building is to be constructed, prior to the issuance of a building permit;
- IJ.** Serve as the Earth Removal Officer where building construction is permitted. See Smithfield Code of Ordinance Chapter §182-1 Earth Removal.

§ 15-4 Deputy; inspectors; fees.

- A. The Town ~~Council~~ Manager is hereby authorized and empowered to appoint a Deputy Building Official, who shall work under the supervision and direction of the Town Building Official; the Deputy Building Official shall carry out the duties of the Town Building Official in the Building Official's absence and shall serve at the pleasure of the ~~Council~~ Town Manager at a compensation to be determined by the Council.
- B. The Town ~~Council~~ Manager is hereby authorized and empowered to appoint a Building Inspector, who shall work under the supervision and direction of the Town Building Official.
- C. The Town ~~Council~~ Manager is hereby authorized and empowered to appoint one or more persons to carry out the functions of Mechanical Inspector, Electrical Inspector and Plumbing Inspector for the Town.
- D. All inspectors shall serve under the supervision and direction of the Town Building Official and shall serve at the pleasure of the Town ~~Council~~ Manager.
- E. The Town may, from time to time, set a fee for inspections performed by the respective inspectors, which fee shall be paid by the persons whose work is inspected. (See Chapter **154**, Building Construction, Article **II**, Building Permits.)

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 34 entitled “Financial Management”.

AN ORDINANCE AMENDING CHAPTER 34 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “FINANCIAL MANAGEMENT”.

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

Section 1. Chapter 34 of the Smithfield Municipal Code is hereby amended to read as follows:

§ 34-1 Definitions.

The following terms, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

BUDGET ACCOUNT NUMBER

Refers to the numerical code assigned to each element of Town government to identify that element's approved portion of the total budget, as well as to indicate the general accounting category for expenditures charges during the fiscal year.

BUDGET SUBACCOUNT NUMBER

Refers to the numerical code assigned to each subcategory of each budget account to identify categorically the budget amount applicable to that subaccount, as well as to indicate the general accounting subcategory for expenditures charges during the fiscal year.

§ 34-2 Purpose.

This chapter is adopted for the purpose of establishing a financial management system for the documentation and control of the approved Town budgets on an account and subaccount basis.

§ 34-3 Authorities.

- A. ~~A.~~ The Town Treasurer is authorized to execute the responsibilities assigned and to promulgate procedures deemed necessary to implement the provisions and intent of this chapter.
- B. ~~B.~~ The Town Council reserves the authority to render decisions on any and all matters included in, or related to, this chapter and its implementation. Such decisions shall be final and binding on all parties involved, unless subsequently found to be in violation of the Council's delegated authority, or unless subsequently changed by the Council.

§ 34-4 Responsibilities.

~~A. A.~~ Town department heads, office supervisors and all other persons responsible for the preparation and execution of any portion of the annual budget of the Town shall be responsible for:

A.

~~1) (1)~~ Submitting annual budget requests which project the needs of the submitting element for the fiscal year, by account and subaccount categories, as accurately as possible;

1)

~~2) (2)~~ Executing their approved portions of the budget in such a manner that over expenditure of any subaccount is precluded;

2)

~~3) (3)~~—Obtaining approval of the Town Council to transfer funds from one subaccount to another prior to any subaccount being over expended; in this respect no expenditures shall be committed against any subaccount if such commitment would result in over expenditure of that subaccount. Transfer of funds from one subaccount to another, or from one account to another, or any combination thereof, shall in all cases be with the prior approval of the Town Council only; disapproval of such a request shall be binding on the status of any and all subaccounts involved; and

3)

~~4) (4)~~—Ensuring that expenditures made from, or commitments made against, any subaccount are appropriate to the category of the subaccount cited in the transaction.

4)

~~B. B.~~—The Town Treasurer shall be responsible for:

B.

~~1) (1)~~—Establishing a budget accounting system in such a manner as to identify every budget account by subaccount category and reflecting the amount of funds allocated to each subaccount at the start of each fiscal year. Such subaccount categories shall be defined, and the amount of funds authorized for each, by the Town Council prior to the start of any fiscal year;

1)

~~2) (2)~~—Maintaining continuing records of expenditures from each subaccount, for each account, in such a manner as to reflect an accurate balance in each subaccount on a monthly basis;

2)

~~3) (3)~~—Informing the Town Council, in writing, by the 10th day of each month, of any and all subaccounts, by account identification as well, which have been overexpended, or, in the Treasurer's judgment may be overexpended before the end of the fiscal year if not carefully administered. In addition, the Treasurer shall inform the person responsible for the accounts involved of the situation and of the report being rendered to the Town Council, prior to the report being submitted;

3)

~~4) (4)~~—Transferring funds from one account to another, from one subaccount to another or any combination thereof, only by prior approval, in writing, from the Town Council; and

4)

~~5) (5)~~—Reviewing each expenditure document submitted for assurance that the purpose of the expenditure is in consonance with the subaccount category against which the expenditure has been recommended by the ~~submitter~~submitter. In those cases where the expenditures and the recommended subaccount under which the expenditure has been identified are not considered compatible, the Treasurer shall attempt to resolve the issue with the submitting element; if resolution cannot be made, the matter shall be referred by the Treasurer to the Town Council for decision, with the ~~submitter~~submitter so prior informed.

5)

~~C. C.~~—The Town Council shall be responsible for:

C.

~~1) (1)~~—Providing the Town Treasurer with the account and subaccount categories, with authorized budget amounts applicable to each, prior to the start of any fiscal year;

1)

~~2) (2)~~—Receiving reports from the Town Treasurer, by the 10th of each month, on the overexpenditure or potential over expenditure of subaccounts, and taking appropriate action thereon;

~~3)2)~~_____

~~4)~~—Making decisions on requests for transfer of funds from one account to another, from one subaccount to another or any combination thereof; such decisions shall be documented in writing; and

3)

~~4) (4)~~—Making decisions on any matters brought to its attention by the Treasurer in regard to any unresolved subaccount classification issues, or any other matter dealing with this chapter requiring decision.

§ 34-5 Preparation of the Budget.

The Town Manager shall receive from the head of each department and agency, including the School Committee, an estimate of the amount necessary to carry on its work during the coming fiscal year. These estimates accompanied by a message from the Town Manager shall be submitted to the Budget and Financial Review Board on or before March 1st, which shall then prepare its budget recommendations (including an estimated tax rate) for submission to the Town Council. In preparing its budget recommendations the Budget and Financial Review Board shall investigate the recommendations of the various department budget requests, including the School Committee, and may request that the head of any of said departments explain their estimates and recommendations. The Budget and Financial Review Board shall confer with the Town Council and shall hold one or more public hearings in preparing the budget, the first of which shall be held at least three weeks after receipt of the budget from the Town Manager. The public hearings for the proposed municipal and school budgets shall be advertised by the Town Clerk at least once in each of the two weeks preceding the hearings in two newspapers of general circulation either daily or weekly which serve the Town of Smithfield, as well as the Town's website. The advertisement shall provide a general summary of the budget and the times and place where copies of the budget and budget message are available for public inspection. See Town Charter § 5.03.

§ 34-6 Budget Message.

The Town Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the Town for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the Town's debt position and include such other material as the Town Manager deems desirable. See Town Charter § 5.04.

§ 34-6 7 Budget Content.

The budget shall provide a complete financial plan of all Town funds and activities for the ensuing fiscal year and, except as required by law or this- the Town Charter, shall be in such form as the Town Manager deems desirable or the Town Council may require. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for the budgeted and revised income and expenditures of the current fiscal year and actual income and expenditures of the preceding two (2) fiscal years. It shall indicate in separate sections:

- 1) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by organization unit; program, purpose or activity; and, the method of financing such expenditures;
- 2) Proposed capital expenditures during the ensuing fiscal year, detailed for each fund by organization unit when practicable, and the proposed method of financing each such capital expenditure; and
- 3) The anticipated income and expense and profit and loss for the same fiscal years outlined above for each utility or other enterprise fund operated by the Town, including, but not limited to, the Smithfield Sewerage System, Smithfield Water Department, and Smithfield Ice Rink.

For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance, exclusive of reserves. See Town Charter § 5.05.

§ 34-7 8 Submission of the Budget.

The Budget and Financial Review Board shall submit its printed report comprising the budget and budget message to the Town Council no later than May 15th. See Town Charter § 5.06.

§ 34-8 9 Adoption of the Budget.

Subsequent to the submission of the budget by the Budget and Financial Review Board, the Town Council shall hold a public hearing on the proposed budget and decide whether to make any changes prior to final adoption by the Town Council. Changes to the proposed budget may include the addition or deletion of programs and/or increase or decreases in program funding, except for expenditures required by law or for debt service or for an estimated cash deficit. No change to the proposed budget shall increase the authorized expenditures to an amount greater than total estimated income, less any required reserve. See Town Charter § 5.07.

§ 34-9 10 Reserve Funds.

A Capital Reserve Fund and a Land Trust Reserve Fund have been established by the Town Charter. The Capital Reserve Fund shall be available to the Town as necessary for expenditures relating to certain capital expenditures pursuant to local ordinance. The Land Trust Reserve Fund shall be used exclusively by the Smithfield Land Trust for the acquisition and preservation of real property pursuant to the legislative charter of said land trust.

Beginning in fiscal year 2020 the undesignated fund balance shall be 8% of the subsequent year's appropriation, the excess shall be divided 80% for the Capital Reserve Fund and 20% for the Land Trust Reserve Fund. Expenditures from the Capital Reserve Fund and Disbursements from the Land Trust fund shall

be considered as part of the annual budget adoption. See Town Charter § 5.08.

§ 34-10 11 Appropriation and Revenue Resolutions.

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

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

See Town Charter § 5.09.

§ 34-11 12 Amendments After Adoption.

- A. Emergency Appropriations. To meet a public emergency affecting life, health, property or the public peace, the Town Council may make Emergency Appropriations. Such appropriations may be made by Emergency Ordinance in accordance with the provisions of § ~~C-2.14~~ of the Town Charter. -To the extent that there are no available unappropriated revenues or a sufficient fund balance to meet such appropriations, the Council may by such Emergency Ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the Emergency Appropriation was made. Furthermore, the amount of the Emergency Appropriation cannot exceed two percent (2%) of the current operating budget.
- B. Reduction of Appropriations. If at any time during the fiscal year it appears probable to the Town Manager that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the Manager shall report to the Town Council without delay, indicating the estimated amount of the deficit, any remedial action taken by the Manager and recommendations as to any other steps to be taken. The Council shall then take such further action to prevent any deficit and for that purpose it may by Ordinance reduce one or more appropriations, excluding the School Department.
- C. Transfer of Appropriations. At any time during the fiscal year, the Town Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the Council in writing within fifteen (15) days.
- D. Limitation Effective Date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the encumbered balance thereof. The supplemental and Emergency Appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

E. Limitation Utility or Enterprise Funds. Furthermore, no utility or enterprise fund shall exceed its adopted budget or the income raised by it, whichever is lower, without the approval of the Town Council. Moreover, the Town Council shall not divert any funds collected by an enterprise fund without first adopting an Emergency Ordinance. Any such diverted funds shall be restored not later than the close of the ensuing fiscal year.

See Town Charter § 5.10.

§ 34-12 13 Lapse of Appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until expended, revised or repealed; the purpose of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation. See Town Charter § 5.11.

§ 34-13 14 Administration of the Budget.

The Town Council shall provide by Resolution the procedures for administering the budget. See Town Charter § 5.12.

§ 34-14 15 Overspending of Appropriations Prohibited.

No payment for any item over one thousand dollars (\$1,000) for any Town department, including the School Department, shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the Town Manager or the Manager's designee, or in the case of the School Department the School Superintendent or the Superintendent's designee, first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal. A violation of this provision shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation. Such officer may also be liable to the Town for any amount so paid. Except where prohibited by law, however, nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, but only if such action is made or approved by Ordinance.

However, if at any time during the fiscal year the Town Manager shall ascertain that the remaining unexpended balance of appropriations of the School Department for the year will be insufficient to cover proposed work programs for the School Department, the Town Manager shall advise the School Department to reconsider their work programs and allotments and to revise their allotments so as to forestall the making by them of expenditures in excess of appropriations. See Town Charter § 5.13.

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 37 entitled “Fire Department”.

AN ORDINANCE AMENDING CHAPTER 37 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED "FIRE DEPARTMENT".

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

Section 1. Chapter 37 of the Smithfield Municipal Code is hereby amended to read as follows:

§ 37-1 Creation.

There shall be a permanent Fire Department (referred to in this chapter as the "Department") under the control of an officer to be known as the Chief of the Fire Department, who shall have adequate knowledge of the organization and administration of a Fire Department and shall have had experience in the management and direction of Fire Department equipment and personnel.

§ 37-1.1 Functions. The Fire Department shall be responsible for the adequate protection of life and property from fire, hazardous materials, emergency medical events, man-made hazards, natural hazards and other hazards normally within the jurisdiction of a Fire Department, including but not limited to those powers and duties now and hereafter vested in fire and emergency medical personnel by this ordinance, Rhode Island General Laws or Federal Laws.

§ 37-1.4 2 Responsibility. The Fire Department shall be responsible for coordinating the Incident Command System at multi-agency response incidents occurring within the jurisdiction of the Town of Smithfield. The lead agency for the Town of Smithfield at a multi-agency response incident shall be determined by the Town agency that is the authority having jurisdiction for the type of incident.

§ 37-2 Appointment and removal of Chief; compensation.

The Chief of the Fire Department shall be appointed by the Town ~~Council~~ Manager and at whose pleasure the Chief shall serve. ~~shall receive a salary not exceeding in the aggregate the amount annually appropriated therefor. The Chief of the Fire Department may be removed for just cause, only and in accordance with the Town rules, regulations and procedures, at any time after a public hearing before a hearing board appointed by the Town Council.~~

§ 37-3 ~~Powers~~ Qualifications and duties of Chief.

A. Generally. The Chief of the Fire Department shall have no less than five (5) years of supervisory and administrative experience in the field of firefighting, fire prevention, and emergency medical services, or experience that shall be substantially equivalent. The Chief shall have a Bachelor of Science degree in a related field. The Chief shall be in direct command of the Fire Department and shall, subject to the approval of the Town Manager, make rules and regulations relating to the operation and management of the Fire Department. ~~charge of and be responsible for the protection of life and property from fire within the Town and for the enforcement of all laws, ordinances and regulations relating to fire fighting, fire prevention, firesafety and emergency medical services. He shall have, and exclusively exercise, the power and authority, so far as the same may be consistent with law and with the rules and regulations of the Department, to control, manage, supervise and direct all functions of the Department, and shall be responsible only to the Town Council.~~ He shall be and at all times shall act as highest-ranking superior officer of the fire force, emergency medical services and all special services assigned thereto. He shall carry out, perform, enforce, discharge or otherwise effectuate any duty specifically imposed upon him by the rules and regulations of the Department; provide for the full observance and compliance with these rules and regulations by the members of the Department; perform any lawful act necessary to protect the lives and property of the people of the Town from fire or other disaster; and provide emergency medical services.

- B. Administration; rescue. The Chief of the Fire Department shall have full and absolute authority in the administration of the Fire Department, shall be responsible for formulation and implementation of the rules, regulations and procedures for its operation and shall be responsible for the conduct of all officers and employees thereof. All rescue units and the Town ambulance service are within the Fire Department.
- C. Property. The Chief shall have custody of and be responsible for the care and management of all buildings, apparatus, equipment, supplies and any and all other property and equipment assigned to the Fire Department and shall purchase and keep in repair all equipment and apparatus used for and by the Fire Department.
- D. Pay of members. The Chief of the Fire Department shall fix the compensation of part-time, permanent, and call members of the Fire Department subject to the approval of the Town Council Manager.
- E. Finance. The Chief of the Fire Department shall present budget estimates, including control of expenditures in accordance with the current budget, payroll, purchasing and all other matters pertaining to financial operations and shall submit same to the Town Council Manager in accordance with existing accounting procedures.
- F. Reports. The Chief of the Fire Department shall report to the Town Council Manager from time to time as the Town Council Manager may require, ~~and shall annually report to the Town Council the condition of the Fire Department with his recommendations thereon.~~
- G. ~~Forests. The Chief of the Fire Department shall act as forest warden in the Town and shall have authority to appoint deputy wardens and fix their compensation subject to the approval of the Town Council.~~
- HG. Duties of subordinates. The Chief of the Department shall at all times be responsible for the performance of all duties assigned to subordinate members of the Fire Department.
- H. Appointments of members. The Chief shall appoint permanent officers and members of the Department, subject to approval by the Town Council Manager. Appointments will be of six months' probation, and a probation period not to exceed one year may be granted by the Town Council Manager.
- J. Assignments. The Chief shall assign to each station the officers and fire fighters he may deem necessary and shall have the authority to transfer or to completely reorganize the membership of any station or company.
- KJ. Suspensions. The Chief of the Fire Department may, pending investigation, suspend any officer or member of the Department from duty when in his judgment the circumstances warrant such action.
- LK. Alarms. The Chief shall determine the order in which the companies respond to alarms.
- ML. Investigations. The Chief of the Department shall be responsible for the investigation of all fires and shall seek the assistance of the State Fire Marshal's office whenever necessary.
- ~~N. — Officer of Council. The Chief of the Department shall be and at all times shall properly perform the duties of an executive officer to the Town Council, and in such capacity he shall take all actions necessary to carry out and effectuate all orders or directions of the Town Council and to cause every obligation involving the protection of life and property from fire and involving protection of life through emergency medical services, to be performed and discharged, in an efficient manner.~~
- OM. Orders. Whenever any situation, circumstance or condition shall arise concerning the protection of life and property from fire or other disaster including emergency medical services, or whenever any matter

shall arise which tends to impair the efficiency, discipline or morale of the Department which situation or matter is not made subject to some definition, supervision or control by the rules and regulations of the Department, the Chief of the Department acting in his capacity as executive officer shall provide for definition, management or control of the same, through the issuance of a suitable general order or special order.

- PO.** Other municipalities. The Chief of the Department shall have the power and authority to cause the dispatching of apparatus to any city or town outside the corporate limits of the Town of Smithfield when a request for such apparatus is received from a responsible municipal officer of another city or town; provided, however, that such action shall not be taken at any time it shall cause the protection being afforded life and property within the Town of Smithfield to be unreasonably diminished.
- QP.** Absence of members. Whenever it appears that any station shall be undermanned by reason of leave, sickness or other absence of a regular Fire Department member, the Chief of the Department shall authorize the call of a call member as a substitute. Said substitute shall assume all duties and responsibilities of the member of the Department being replaced and shall receive full compensation at a rate commensurate with rank.
- RQ.** Violations of rules by members. The Chief of the Department shall have the power to impose penalties upon any member of the Department for any violation of the rules and regulations of the Fire Department, either by reprimand or by extra hours of duty, such extra hours not to exceed 50 hours of duty without pay for any one violation, or by suspension from duty without pay.

§ 37-4 Line of command.

The line of command within the Fire Department shall descend in the manner and order prescribed by the Chief of the Department.

§ 37-5 Personnel.

The Chief of the Fire Department shall appoint a deputy Chief or Chiefs and such officers and firefighters as he may deem necessary and may dismiss or suspend the same for just cause only and in accordance with the rules, regulations and procedures of the Fire Department.

§ 37-6 Deputy Chief.

The Deputy Chief of the Department shall be responsible to the Chief of the Department and shall have the direct personal command, control and supervision over all personnel (both permanent and call members) when responding to a fire or other disaster or emergency; he shall be responsible, under the Chief of Department, for directing all fire-fighting and rescue operations and the use of apparatus, equipment, appliances, devices, tools and the personnel thereof, and enforcing the discipline among the companies and the rules and regulations of the Department.

§ 37-7 Acting Chief.

- A. In the absence of the Chief of the Department, the Deputy Chief shall be in charge of the Department and shall carry out all the duties and assume all the responsibilities of the Chief of the Department.
- B. The Chief of the Department or in the absence of the Chief of the Department the Deputy Chief may designate the most senior qualified officer as Acting Chief of the Department.

§ 37-8 Officers below rank of Deputy Chief.

All officers below the rank of deputy Chief shall perform such duties as the Chief of the Department and the rules and regulations shall require of them.

§ 37-9 Duties of personnel.

All personnel shall perform such duties as the Chief of the Department and the rules and regulations shall

require of them.

§ 37-10 Drills; training; operations.

- A. Courses of instruction, drills and training shall be maintained in the Fire Department as ordered and directed by the Chief of the Department.
- B. Operations at fires or other emergencies, direction of hose streams, placing of ladders and the operation of motors and pumps, whenever practicable, shall be performed in accordance with the instructions, training, practices and procedures prescribed by the Chief of the Department.
- C. Officers in command of units, both regular and call, shall under the direction of the training officer, conduct instruction periods for the purpose of familiarizing members of their commands with Department rules and regulations, signals, evolutions and practices as prescribed. All members shall be thoroughly drilled in the use of all tools and equipment and schooled in subjects pertinent to the fire service.
- D. Scheduled drills shall be held and shall be performed in accordance with Department drill schedules and evolutions and practices prescribed by the training officer and the Chief of the Department.
- E. All regular and call personnel shall be paid regular wages commensurate with their ranks whenever reporting for instructions, practice drills or general training sessions.
- F. Indoor training sessions shall be held weekly on a continual basis. The training officer under the direction of the Chief of the Department shall evolve a training program of weekly lessons, with appropriate study reference materials, and shall submit same to the company commanders so that company members may be kept up-to-date on the wide variety of subjects with which firefighters are expected to be familiar.
- G. The training officer shall ensure that appropriate attendance records for all types of training are maintained.

§ 37-11 User fees.

[Added 9-6-2016 by Ord. No. 2016-05]

- A. The Town of Smithfield fire and rescue services shall initiate user fees for the delivery of fire and rescue services, personnel, supplies and equipment to the scene of motor vehicle accidents and other emergency incidents as listed in Exhibit A. The rate of user fees shall be based on actual costs of the services and that which is usual, customary and reasonable, which may include any services, personnel, supplies, and equipment and with baselines established by the Smithfield Town Manager.
- B. The user fee shall be filed to the responsible party, representing an add-on cost of the claim for damages of the vehicles, property and/or injuries. In the event services are required relating to utilities causing safety problems to highway areas, and if the area is deemed unsafe by emergency responders, the same billing process shall apply to said utility, whose equipment-related problems cause an emergency services response. The claim costs shall be filed to the insurance coverage of the owner of a vehicle, owner of property, or responsible parties.
- C. The Town of Smithfield Town Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this section, as it may deem necessary or expedient in respect to billing for these fees or the collection thereof.
- D. This section shall take effect upon passage and shall be implemented at the earliest time permitted by law.

E. These user fees for motor vehicle accidents or any other billable service covered by this section will apply to all persons whether residing or not residing within the Town of Smithfield. The payment for such service is expected to be made by a third-party insurance carrier. At no time will the Town of Smithfield charge any individual personal party for services rendered. If a third-party insurance carrier does not pay for a claim, the claim will be written off as a hardship case. The only exception to this section will be a court-ordered ruling that holds an individual party personally responsible and therefore is made personally responsible for any costs associated with emergency response fees.

Attachments:

[Attachment 1 - Exhibit A Emergency Incidents](#)

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 47 entitled “Energy Review Commission”.

AN ORDINANCE REPEALING CHAPTER 47 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “ENERGY REVIEW COMMISSION”.

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

Section 1. Chapter 47 of the Smithfield Municipal Code is hereby amended by repealing Chapter 47 in its entirety.

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 48 entitled “Budget and Financial Review Board”.

AN ORDINANCE AMENDING CHAPTER 48 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “FINANCIAL REVIEW COMMISSION”.

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

Section 1. Chapter 48 of the Smithfield Municipal Code is hereby amended to read as follows:

§ 48-1 ~~Commission Board~~ established.

There is hereby established a ~~Financial Review Commission~~Budget and Financial Review Board with the duties and purposes set forth in this chapter.

§ 48-2 Membership.

[Amended 6-22-2010 by Ord. No. 2010-06]

- A. ~~The Financial Review Commission shall consist of five regular members and two alternate members who shall be designated as first and second alternates. All Commission members shall be appointed by the Town Council from among the qualified voters of the Town. Each regular member shall serve a term of five years, except that the terms shall be arranged so that the term of one regular member shall expire each year. Each alternate member shall serve a term of one year. In the event that a Commission member shall have missed three consecutive meetings without consent of the Commission Chair, then his or her membership shall expire forthwith. In the event of a vacancy on the Commission for any reason, the Town Council shall make an interim appointment for the remainder of the unexpired term. Members shall be eligible for reappointment.~~
- B. ~~The alternate members shall sit and may actively participate in meetings of the Commission. The first alternate shall vote if a regular member of the Commission is unable to attend or participate in a meeting and the second alternate shall vote if two regular members of the Commission are unable to attend or participate in a meeting. In the absence of the first alternate member, the second alternate member shall serve in the position of the first alternate member.~~

The Budget and Financial Review Board shall consist of seven (7) voting members. The Finance Director shall be a non-voting member ex-officio. All members of the Board shall be appointed by the Town Council from among the qualified voters of the Town. Each member shall serve a term of five years, except that the terms shall be arranged so that the term of one member shall expire each year. In the event that a Board member shall have missed three consecutive meetings without the consent of the Chair, then his or her membership shall expire forthwith. In the event of a vacancy on the Board for any reason, the Town Council shall make an interim appointment for the remainder of the unexpired term. Members shall be eligible for reappointment.

The Budget and Financial Review Board shall elect a Chairperson, Vice-Chairperson, and Secretary of the Board from its members, shall organize annually, and shall adopt its own rules and order of business. The Board shall meet monthly and make recommendations to the Town Council regarding the annual Town budget, as indicated below, and shall also perform the following duties:

- A. Receive and review the annual audit report and monitor the Town's compliance with recommendations contained therein;
- B. Review and discuss financial trends and five-year budget projections on at least an annual basis;

- C. Complete projects as assigned by the Town Council on the Town's operation, as requested, and compile recommendations where applicable to increase revenue, improve productivity and/or reduce costs;
- D. Issue reports to the Town Council on assigned projects when such projects are completed;
- E. Schedule and conduct workshops with the Town Council and School Committee to provide guidance to the Town Council regarding financial matters including the Town's budget and assigned projects; and
- F. Assign two members to serve on the Capital Committee.

§ 48-3 Organization.

~~The Commission shall meet monthly, shall organize annually and, by election, shall select from its members a Chair, Vice Chair and Secretary and may adopt any rules of procedure deemed necessary for the proper discharge of its duties. Meetings of the Commission shall be conducted in accordance with the Rhode Island Open Meetings Act.~~

§ 48-4~~3~~ Quorum.

~~Three~~Four~~ members of the Commission Board shall constitute a quorum, and no vacancy in the membership shall impair the right of a quorum to exercise all the rights and perform all the duties of the Commission Board.~~

§ 48-5 Duties and purposes.

[Amended 1-19-2016 by Ord. No. 2016-01]

~~The general duties and purposes of the Financial Review Commission are as follows:~~

- ~~A. Receive and review the annual audit report and monitor the Town's compliance with recommendations;~~
- ~~B. Review and discuss financial trends and five-year budget projections with the Finance Director semi-annually in April and October;~~
- ~~C. Complete project as assigned by the Town Council on the Town's operations, as requested, and compile recommendations where applicable to increase revenue, improve productivity and/or reduce costs;~~
- ~~D. Issue reports to the Town Council on assigned projects when such projects are completed;~~
- ~~E. Provide the Town Council with a summary project report to outline the status on assigned projects which are completed and in process; and~~
- ~~F. Schedule and conduct workshops with the Town Council to provide guidance to the Council regarding financial matters related to assigned projects.~~

§ 48-6~~4~~ Advisory nature of Commission Board.

~~The Commission Board shall be advisory in nature. Commission Board members shall serve without compensation. The Town Manager shall provide the Commission Board with such clerical and administrative assistance as may be necessary to carry out its duties hereunder.~~

§ 48-7 Dissolution of Smithfield Financial Review Board.

~~The Smithfield Financial Review Board is hereby dissolved as of the effective date of this chapter.~~

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon amendments to the Code of Ordinances Chapter 49 entitled “Sports Advisory Commission”.

AN ORDINANCE REPEALING CHAPTER 49 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “SPORTS ADVISORY COMMISSION”.

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

Section 1. Chapter 49 of the Smithfield Municipal Code is hereby amended by repealing Chapter 49 in its entirety.

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

APPROVED AS TO FORM AND LEGALITY:

Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED: _____

T. Michael Lawton
TOWN COUNCIL PRESIDENT

Lyn M. Antonuccio
TOWN CLERK

Recommended Motion:

That the Smithfield Town Council hereby schedules a public hearing on March 19, 2024 to consider and act upon Code of Ordinance amendments to Section 312 “Streets and Sidewalks” to add Article IV entitled “Vehicle Impact Protection Devices”.

Chapter 312 Streets and Sidewalks

Article IV Vehicle Impact Protection Devices

□ §312-34 Purpose.

The purpose of this article is to have in place a logical process for installation of Vehicle Impact Protection Devices relative to new business construction, pedestrian travel, and outdoor seating, in the interest of public safety.

□ §312-35 Definitions.

- A. BARRIER - An object, natural or man-made, other than a bollard, which is used to obstruct the passage of motor vehicles and separate customers, pedestrian, and adjacent storefronts from vehicular traffic.
- B. BOLLARD - A vertical post designed and used to obstruct the passage of motor vehicles and separate customers, pedestrian, and adjacent storefronts from vehicular traffic.
- C. Retail - The act of selling goods or products directly to the end consumer.
- D. Vehicle Impact Protection Devices - A device that is designed, engineered, and sited so as to effectively separate areas of pedestrian and vehicular travel and prevent automobiles from encroaching into areas which are solely intended for customer and pedestrian use and travel; vehicle impact protection devices shall be comprised of bollards or barriers, or a combination of both.

□ §312-36 Performance Standards.

- A. Compliance: All vehicle impact protection devices shall be engineered and determined to be in compliance with low speed vehicle impact testing standards prescribed by the American Society of Testing and Materials ASTM F3016. Compliance with ASTM F3016 (Impact Speed Rating S30) shall be confirmed and certified by a bollard manufacturer or structural engineer and reviewed for conformance by the Building and Zoning Official.
- B. Placement and Spacing:
 - a. Barrier devices shall be spaced no closer than three feet apart and no further than five feet apart.
 - b. One barrier device or bollard shall be placed centrally at the head of each structure facing the parking spaces closest to the structure. Bollards will be placed in the middle of each parking space.
 - c. One barrier device or a series of bollards shall be placed immediately adjacent to each public entrance opposite a travel lane where a vehicle may approach the entrance at a right angle.

- d. One barrier device or a series of bollards shall be placed immediately adjacent to each pedestrian travel lane where a vehicle may move in a parallel path within an immediately adjacent vehicular travel lane.
- e. Exception 1: Emergency vehicle access may require installation of removal bollards in specific instances.
- f. Exception 2: Spacing between barrier devices or bollards in accordance with current State Accessibility Code shall be maintained to allow access by persons with mobility challenges.

C. Design:

- a. Bollards shall be set with the top of the device not less than three (3) feet and not greater than four (4) feet in height as measured from the finished grade immediately adjacent to the perimeter of the bollard.
- b. Barriers shall be set with the top of the device not less than three (3) feet in height as measured from the finished grade adjacent to the perimeter of the barrier.
- c. The scale of the bollard or barrier shall be proportional to the size of the building so as not to detract from the appearance of the building. Note: Adherence to a. and b. above must be maintained.
- d. Devices designed to be temporary concrete or plastic traffic barricades shall be prohibited for use as a permanent Vehicle Impact Protection Device.
- e. All vehicle protection devices shall be vertical relative to the finished grade. All vehicle protection devices shall have a non-reflective brushed stainless steel finish or be painted or covered with a plastic sleeve. The color of the surface finish or plastic sleeve must be determined to be appropriate by the Planning Board or Town Planner. Finishes may not be prone to tarnish, corrode, oxidize, rust or include any mirror finishes unless determined appropriate by the Planning Board or Town Planner. Vehicle protection device surface finish determinations shall be enforced by the Building and Zoning Official.

D. Installation:

- a. All vehicle protection devices shall be installed in a manner consistent with the most recently adopted Rhode Island building code.
- b. Bollards or barriers shall be set with the bottom of the device at least forty-two inches (42") below the finished grade immediately adjacent to the perimeter of the bollard, or otherwise below the frost line where possible. Alternative shallow mount installations may be approved by the Building and Zoning Official as dictated by site conditions.

- c. The devices shall be maintained, repaired and replaced as needed to prevent rust, corrosion or damage and to maintain structural integrity.
- d. Use and replacement of protective or decorative sleeves as bollard covers is encouraged consistent with all provisions in this section.

§312-37 Applicability.

- A. This article shall apply to any newly constructed structures suitable for retail uses with parking areas lying within seventy-five (75) feet of the location's store front.
- B. This article shall apply to any parking areas lying within seventy-five (75) feet of outdoor pedestrian seating area unless in the opinion of the Town Building and Zoning Official, adequate grade separation exists between the parking area and the outdoor pedestrian seating area requiring protection; however, in no event shall the grade separation be less than thirty-six (36) inches, nor shall the area of grade separation be comprised of a non-vertical wall, a ramp or stairs.

§312-38 Compliance.

- A. No certificate of occupancy or letter of completion shall be issued for any newly constructed building or structure that does not meet the requirements of this article when it is applicable as determined by the Building and Zoning Official.
- B. The Building and Zoning Official, when issuing an order requiring the installation of vehicle impact protection devices for a building or structure, shall also serve on the owner thereof written notice of the following:
 - a. The right of the owner to appeal the installation order to the Smithfield Zoning Board of Review. The notice shall include details as to where, when and how such an appeal may be filed.
 - b. The right of the owner, at his or her own expense, to provide to the Building Official the report of a professional engineer or architect concerning the imperviousness from vehicle impact of the subject building or structure. The Building Official shall consider the professional engineer's or architect's report and, in his or her discretion, may reconsider the decision to issue the vehicle impact protection order.

§312-39 Modification.

The Planning Board may approve minor modifications to any of the vehicle impact protection standards contained in this section to accommodate for the location of above-ground or underground utilities, other existing or planned features of the development, or any other

constraints or limitations towards compliance with the provisions established by this section; provided, that the modifications achieve protections which are functionally equivalent to those intended by this section; the Building and Zoning Official shall have the sole discretion and authority to modify the vehicle impact protection standards herein for administrative permit applications.

§312-40 Enforcement:

The vehicle impact protection code shall be enforced by the Building and Zoning Official.

DRAFT



Memorandum

DATE: February 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of Intoxicating Beverage Licenses for the February 20th Town Council Meeting

BACKGROUND:

Intoxicating Beverage Licenses are due for renewal.

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. Cedar Spill Group d/b/a “Cedar Spill”, 566 Putnam Pike, Unit 4
2. Copperfield’s, Inc. d/b/a “Copperfield’s Bar & Grill”, 375 Putnam Pike, Unit 35
3. Crudo, LLC d/b/a “Crudo”, 266 Putnam Pike
4. El Taco Loco, LLC d/b/a “Don El Diablo Taqueria Y Tequila”, 55 Douglas Pike (approved for outdoor bar service)
5. Rogue Squadron Group, LLC d/b/a “Tavolo Wine Bar & Tuscan Grille”, 970 Douglas Pike, Building C (approved for outdoor bar service)

CLASS B-VICTUALLER LIMITED BEVERAGE LICENSE

1. Val’s English Tea & Pie Shop, LLC d/b/a “Val’s English Tea & Pie Shop”, 466 Putnam Pike, Unit 1



Memorandum

DATE: February 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of Entertainment Licenses for the February 20th Town Council Meeting

BACKGROUND:

Entertainment Licenses are due for renewal. The businesses listed below have filed their applications 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 four (4) Entertainment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", 375 Putnam Pike, Unit 35
2. Crudo, LLC d/b/a "Crudo", 266 Putnam Pike
3. El Taco Loco, LLC d/b/a "Don El Diablo Taqueria Y Tequila", 55 Douglas Pike
4. Rogue Squadron Group, LLC d/b/a "Tavolo Wine Bar & Tuscan Grille", 970 Douglas Pike, Building C



Memorandum

DATE: February 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of Special Dance Licenses for the February 20th Town Council Meeting

BACKGROUND:

Special Dance Licenses are due for renewal. The businesses listed below have filed their applications 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 three (3) Special Dance Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", 375 Putnam Pike, Unit 35
2. Crudo, LLC d/b/a "Crudo", 266 Putnam Pike
3. El Taco Loco, LLC d/b/a "Don El Diablo Taqueria Y Tequila", 55 Douglas Pike



Memorandum

DATE: February 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Mobile Food Truck License Renewal for the February 20th 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. Chicked Out Nuggz, LLC d/b/a “Chicked Out Nuggz”, to sell fried chicken nuggets and french fries from a truck with RI Reg. 1DS731, 150 James Street, Warwick, RI



Memorandum

DATE: February 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Weapons License Renewal for the February 20th Town Council Meeting

BACKGROUND:

Weapon Licenses are now due for renewal. The applicant listed below has filed their application for renewal.

TOWN REVENUE:

The cost to renew the Weapons License is \$5.00 per year.

SUPPORTING DOCUMENTS:

Copy of License Application
Copy of BCI (No record)

RECOMMENDED MOTION:

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

1. High Table Outfitters, LLC d/b/a “High Table Outfitters”, 49 Cedar Swamp Road, Suite

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

FEE: \$5.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 1 / 3 / 2024

Type of License: Weapons

License Application Status: Renewal

Name of Applicant: Allen Pacheco

Date of Birth: 8/29/1974

Resident Address: 27 Balsam Lane
Smithfield RI 02917

Business Address: 49 Cedar Swamp Rd., Suite 1
Smithfield RI 02917

Map:
Lot:

Corporation Name: High Table Outfitters, LLC

Resident Telephone: (401) 480-1109

Business Telephone: (401) 480-1109

Operating Under Trade Name of: High Table Outfitters

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

Member	Nathan Williams	175 Sage Dr. RI,02886
Member	John Manni	204 Naimquid Dr RI,02888
Member	Richard Shippee	76 Uncas St RI,02889
Member	Peter Lawrence	12 Highview Dr RI,02917

Describe Operation of Business:

Required to fill requested Hours of Operation:

Wed 5-8 Friday 12-4 Saturday 8-12 - By Appt.

Signature of Applicant: [Signature] Title: X member

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Richard Shippee Address: 76 Uncas St, Warwick RI 02889 Telephone: (401) 339-6039
 Name: Peter Lawrence Address: 12 Highview Dr., Smithfield RI 02917 Telephone: (401) 678-0815

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

For Official Use Only

Fire Chief: _____
 Owner of Premises: _____

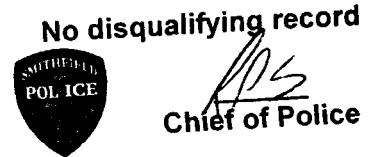
SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

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

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

SMITHFIELD POLICE DEPA
215 Pleasant View Avenue, Smithfie
(401-231-2500)



**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 1/29/24

1. NAME OF CANDIDATE: (PRINT)

Pacheco Allen Henry
LAST FIRST MIDDLE
N/A

MAIDEN NAME

08/29/1974

2. DATE OF BIRTH

27 Belsam Ln Smithfield RI 02917

4. CURRENT ADDRESS

weapons sales

6. TYPE OF BUSINESS

No

8. IS BUSINESS INCORPORATED

Warwick RI

3. PLACE OF BIRTH

High Table Outfitters LLC

5. NAME OF BUSINESS

49 Cedar Swamp Rd Suite 11 Smithfield RI 02917

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-480-1109

9. BUSINESS PHONE

401-480-1109

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>11/1999</u>	<u>current</u>	<u>27 Belsam Ln</u>	<u>Smithfield RI</u>
<u>04/1999</u>	<u>11/1999</u>	<u>35 Countryside Dr.</u>	<u>Johnston RI</u>
<u>04/1995</u>	<u>05/1999</u>	<u>33 Dickinson Ave</u>	<u>N. Providence RI</u>

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

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

13. List below two (2) character references

- | | | |
|---------------------------------------|---|------------------------------|
| 1. <u>Frank Simonelli Jr.</u>
NAME | <u>11 Cherry Blossom Ln Greenville</u>
ADDRESS | <u>401-640-9027</u>
PHONE |
| 2. <u>Lionel Delos</u>
NAME | <u>24 Rustic Acres Dr. Chapathest</u>
ADDRESS | <u>401-524-1053</u>
PHONE |

CANDIDATE'S SIGNATURE: [Signature]

Witness: [Signature]

SMITHFIELD POLICE
215 Pleasant View Avenue.
(401-231-2500)



No disqualifying record

[Signature]
Chief of Police

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 1/30/24

1. NAME OF CANDIDATE: (PRINT)

Shippee Richard Alan
LAST FIRST MIDDLE

MAIDEN NAME

10/11/1984

2. DATE OF BIRTH

76 Uncas Street

4. CURRENT ADDRESS

Fire Arms 3 Training

6. TYPE OF BUSINESS

NO

8. IS BUSINESS INCORPORATED

Warwick, RI

3. PLACE OF BIRTH

High Table Outfitters

5. NAME OF BUSINESS

49 Cedar Swamp Rd.

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-339-6039

9. BUSINESS PHONE

same

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>2017</u>	<u>Present</u>	<u>76 Uncas St.</u>	<u>Warwick, RI</u>

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

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

13. List below two (2) character references

- | | | |
|-------------------------|------------------------------------|---------------------|
| 1. <u>Nate Williams</u> | <u>175 Sarge Dr. Warwick, RI</u> | <u>401-359-2061</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>John Marni</u> | <u>204 Wamquad Dr. Warwick, RI</u> | <u>401-286-0347</u> |
| NAME | ADDRESS | PHONE |


CANDIDATE'S SIGNATURE:

[Signature]

Witness:

[Signature]

SMITHFIELD POLICE I
 215 Pleasant View Avenue, Sn
 (401-231-2500)

No disqualifying record

 Chief of Police

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 01/25/24

1. NAME OF CANDIDATE: (PRINT)

Williams Nathaniel Owen
 LAST FIRST MIDDLE
N/A

MAIDEN NAME

04/10/1984

2. DATE OF BIRTH

175 Sage Drive Warwick RI 02886

4. CURRENT ADDRESS

Spartan Goods

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

Providence, RI

3. PLACE OF BIRTH

High Table Outfitters, LLC.

5. NAME OF BUSINESS

49 Cedar Swamp Road Smithfield RI 02917

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

9. BUSINESS PHONE

401-359-2061

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>8/2016</u>	<u>Current</u>	<u>175 Sage Drive</u>	<u>Warwick, RI</u>
<u>2011</u>	<u>7/2016</u>	<u>35 Audubon Road</u>	<u>Cranston, RI</u>

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

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


13. List below two (2) character references

- | | | |
|-------------------------|---|---------------------|
| 1. <u>Josh Manni</u> | <u>204 Nungard Drive Warwick RI 02886</u> | <u>401-286-0347</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Alfon Pacheco</u> | <u>27 Balsam Lane Smithfield RI 02917</u> | <u>401-480-1109</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: _____

Witness: _____

SMITHFIELD POLICE I
 215 Pleasant View Avenue, Sn
 (401-231-2500)

No disqualifying record

 Chief of Police

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 1/31/24

1. NAME OF CANDIDATE: (PRINT)

Lawrence Peter A
 LAST FIRST MIDDLE

MAIDEN NAME

8/25/76

2. DATE OF BIRTH

12 High View Dr Smithfield 02917

4. CURRENT ADDRESS

Weapon Sales

6. TYPE OF BUSINESS

NO

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

Providence RI
High Table Outfitters LLC

5. NAME OF BUSINESS

49 Cedar Swamp Rd Ste 11
 7. BUSINESS ADDRESS
Smithfield RI 02917

IF SO, LIST OFFICERS

401-480-1109
 9. BUSINESS PHONE

401-480-1109
 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>1/2008</u>	<u>Current</u>	<u>12 High View</u>	<u>Smithfield</u>
<u>1/2002</u>	<u>10/2008</u>	<u>126 Church St</u>	<u>Pascoag</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. Adam Labreca 2 Burlingame Rd Smithfield 02917 401 499 3604
 NAME ADDRESS PHONE
2. Allen Pacheco 27 Balsam Ln Smithfield 02917 401 524 1053
 NAME ADDRESS PHONE


CANDIDATE'S SIGNATURE:

PL

Witness:

[Signature]

SMITHFIELD POLICE D
215 Pleasant View Avenue, Sm
(401-231-2500)

No disqualifying record

Chief of Police

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 1/24/2024

1. NAME OF CANDIDATE: (PRINT)

MANNI JOHN DAVID
LAST FIRST MIDDLE
N/A

MAIDEN NAME

4/27/1980

2. DATE OF BIRTH

204 NAMQUID DR WARWICK RI 02888

4. CURRENT ADDRESS

SPORTING GOODS

6. TYPE OF BUSINESS

Providence R.I

3. PLACE OF BIRTH

HIGH TABLE OUTFITTERS LLC

5. NAME OF BUSINESS

49 CEDAR SWAMP ROAD SMITHFIELD RI 02917

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

9. BUSINESS PHONE

401-286-0347

10. HOME PHONE

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

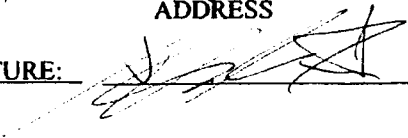
From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>2010</u>	<u>2016</u>	<u>426 SHARON ST</u>	<u>PROV. RI</u>
<u>2016</u>	<u>2020</u>	<u>57 STERN ST</u>	<u>JAMESTOWN RI</u>
<u>2020</u>	<u>2024</u>	<u>204 NAMQUID DR</u>	<u>WARWICK RI</u>

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

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

13. List below two (2) character references

- ALLEN RACHELO 27 BALSAM LANE SMITHFIELD RI 02917 401-480-1109
NAME ADDRESS PHONE
- NATHANIEL WILLIAMS 175 SAGE DRIVE WARWICK RI 02886 401-359-2061
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: 

Witness: _____



Memorandum

DATE: February 14, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Private Detective License for the February 20th 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
Bond

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of a Private Detective License for Ralph Howe, 4 Anson Brown Road, Johnston, RI for his business “Information Connection Unlimited”, 400D Putnam Pike, Suite 128, 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: 1-10-24 New Application
Name: Ralph Howe Renewal Application
Address: 4 Anson Brown Rd Home Phone: 401-497-3071
Sebaston, RI 02919 Business Phone: 401-949-9900
Date of Birth: 12-5-58 Weight: 230
Height: 6'0" Hair Color: light Brown
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. N/A

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.

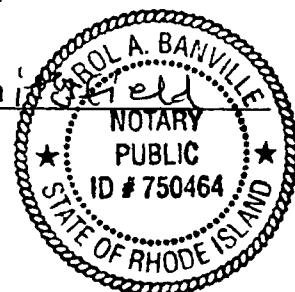
Ralph Howe
Applicant's Signature

1-10-24
Date

Signed and sworn before me on this 10th day of January in Smithfield

Carol A Banville
Notary (Signature)

Carol A Banville
(Print)



My commissioner expires: 4/22/25

(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

2/6/24

No disqualifying record



Chief of Police

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

**POLICE CLEARANCE REPORT FOR
LICENSE APPLICATION**

DATE: 7-10-24

1. NAME OF CANDIDATE: (PRINT)

Howe Ralph d
LAST FIRST MIDDLE

MAIDEN NAME

12-05-1958

2. DATE OF BIRTH

Hartford

3. PLACE OF BIRTH

4 Anson Brown Rd; Sebast

Information Connection unlimited

4. CURRENT ADDRESS

5. NAME OF BUSINESS

Private Investigation

400 d Putnam Pike Ste 128 Smithfield

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Ralph Howe President

401-949-9900
9. BUSINESS PHONE

401-497-3071
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>9/22/12</u>	<u>Present</u>	<u>4 Anson Brown Rd</u>	<u>Sebaston, RI</u>
<u>5/1/00</u>	<u>9/22/12</u>	<u>39 Susan Ave</u>	<u>" "</u>
<u>7/1/86</u>	<u>5/1/00</u>	<u>16 Burlingame 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.

D.W.T. approx. 15 years ago

13. List below two (2) character references

- Kurt King Recently retired; Smithfield P.D. 401-578-0891
NAME ADDRESS PHONE
- Denors Paul Retired Smithfield P.D. 401-692-6857
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: Ralph Howe Witness: Candace M. Bouchard

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One PRIVATE DETECTIVE

bond with bond number 70468475

for RALPH D. HOWE

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

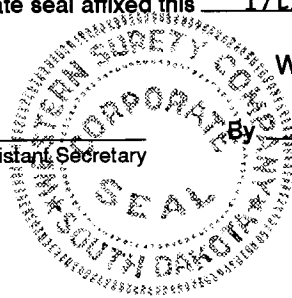
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Larry Kasten with the corporate seal affixed this 17th day of January, 2024.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

Larry Kasten
By
Larry Kasten, Vice President

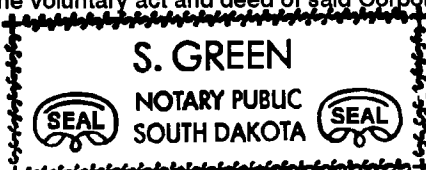
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 17th day of January, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Western Surety Company

CONTINUATION CERTIFICATE

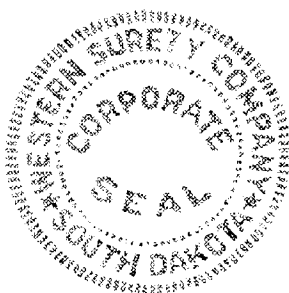
Western Surety Company hereby continues in force Bond No. 70468475 briefly described as PRIVATE DETECTIVE
 _____,
 for RALPH D. HOWE
 _____, as Principal,
 in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning March 01, 2024, and ending March 01, 2025, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 17th day of January, 2024.

WESTERN SURETY COMPANY

By *Larry Kasten*
 Larry Kasten, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



memorandum

DATE: February 12, 2024

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Memorandum of Understanding – Smithfield Lodge No. 17 Fraternal Order of Police

Over the last few months, we have been working with the RI Football Club and the Smithfield Lodge No. 17 Fraternal Order of Police members to develop the necessary plans for the start of the soccer season at Bryant University. As part of these plans, it will require necessary staffing levels to be maintained on game days. To help accommodate the staff requirements the Smithfield Lodge No. 17, Fraternal Order of Police has agreed to the enclosed Memorandum of Understanding (MOU) to amend their existing collective bargaining agreement with the Town. All of the changes within the MOU do not have a financial impact on the Town of Smithfield with all of the associated costs being paid by RI Football Club. The MOU has been reviewed and approved by the Town's Labor Counsel.

MOTION:

Moved that the Smithfield Town Council hereby authorizes a Memorandum of Understanding (MOU) modifying the Collective Bargaining Agreement for the Period July 1, 2023 through June 30, 2026 between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police.

Recommended Motion:

That the Smithfield Town Council hereby accepts the BerryDunn Comprehensive Performance Assessment Services Report on the Department of Public Works and Department of Parks and Recreation.

BUDGET AND FINANCIAL REVIEW BOARD



Memorandum

DATE: January 29, 2024
TO: The Honorable Town Council
CC: Randy R. Rossi, Town Manager
RE: Performance Assessment – Departments of Public Works and Parks & Recreation

Charter Requirement

Per the Town of Smithfield, RI Charter (Article V Financial Procedures, § C-5.20 Five (5) Year Comprehensive Audit),

“There shall be a Comprehensive Audit of the Town performed every five (5) years beginning in 2021. The Budget and Financial Review Board shall be the selection committee which shall process the RFP and recommend to the Town Council for award. In addition, the audit shall be submitted to the Budget and Financial Review Board (BFRB) for their review and written comments prior to the Town Council.”

Project Scope and Request for Proposals

The success of any project begins with the compilation of a clear and definitive scope. Project scope defines the outcomes to be delivered and the boundaries of the project. In early discussions in late 2021, it was clear that the engagement of a performance audit for all Town departments would a) consist of a high cost, b) require significant time and resources from Town departments, and c) create a sizeable project scope to manage and complete in an effective manner. In consultation with the Town Manager and Town Solicitor, the most effective approach would be to complete the performance audit with the following objectives:

- Select specific Town departments with a significant budget allocation,
- Create a three-cycle rotational schedule of selected departments for the performance audit project, and
- Designate the first cycle as a “pilot” project structure to reduce the cost as well as provide an environment to gain knowledge for future performance audit projects.

Therefore, it was mutually decided to select the Department of Public Works (DPW) and Parks & Recreation Department (P&R) as the two departments to participate in the first performance audit. This decision was crucial to compile an appropriate request for proposal (RFP) to distribute and evaluate for final vendor selection.

Project Execution

After the decisions associated with the project scope, a request for proposals was compiled by the Town Manager and distributed through the designated purchasing channels for vendor review and

Budget and Financial Review Board
Performance Assessment – Departments of Public Works and Parks & Recreation
January 29, 2024

proposals. Two proposals were received from BerryDunn and Raftelis. Based on consultation with the BFRB members, BerryDunn was selected to recommend to the Town Council for approval.

Note: BerryDunn is a full-service accounting, assurance and consulting firm. Public accounting firms are governed by the American Institute of Certified Public Accountants (AICPA), which defines an audit as “the highest level of assurance service that a CPA performs and is intended to provide a user comfort on the accuracy of financial statements.” As such, BerryDunn has referred to this engagement as a “performance assessment” for clarity.

The Town of Smithfield project team consisted of BFRB Members Samantha Kerwin and Kenneth Sousa, Randy Rossi, Gene Allen, and Robert Cane. The project team were involved throughout the project with BerryDunn to ensure compliance with the Charter requirements as well as the project’s RFP scope. The BFRB members provided suggestions and consultative advice to ensure the project would create an outcome of benefit to the Town. Regular project meetings were conducted with the Town project team and BerryDunn to provide necessary data/information, project status, review report drafts, ask questions, and provide feedback.

Final Report and Presentation

A summary of the milestones and associated completion dates for the Performance Assessment are compiled in Figure 1.

Upon receiving the final report with recommendations from BerryDunn and the Town Manager’s Action Plan addressing such recommendations, the BFRB supports the implementation these action items and has the following comments for the Town Council as part of their consideration:

- Merging Parks with DPW should allow for improved efficiencies of scale and for cross-utilization of employees (which was previously disallowed) between the DPW and Parks Maintenance personnel. Report pages 56 – 59.
- A standalone Recreation Department will allow for more focus on programming aspects, including recreational activities for youth and adult residents and Town-Wide event planning. Report pages 56 – 59.
 - With the transfer of park maintenance functions to the DPW, the Director of P&R will also transfer the associated managerial tasks and associated labor hours as well. Therefore, the recovered time can be refocused to recreational activities by assisting the Program Coordinator.
- With the understanding that additional programming will require more personnel time, we would be in support of changing the Program Coordinator position in Recreation from part time to full time when programming volume increases. Report pages 47 – 48.
- As a standalone department, we support the establishment of pricing for recreation programs, with the recommendation to find new sources of revenue as shown in Figure 2 (Appendix B: Sample Cost Recovery Guidelines). Report pages 54 – 56.

Budget and Financial Review Board
Performance Assessment – Departments of Public Works and Parks & Recreation
January 29, 2024

- It is important to echo BerryDunn’s point that the intent is not for 100% cost recovery and that the cost recovery percentage can be different from program to program, based on the mission and values of the Recreation Department.
- Per Table 3.5: P&R Benchmarking Baseline Data for Peer Agencies Throughout New England, it was noted that the average cost recovery percentage amongst peer municipalities in New England is 39.5%. The successful implementation of this initiative would not only provide more recreational activities for the residents but offset the expenses of the Department. Report page 69.

To gain the benefits from this project initiative, the Town should compile a list of tasks to complete based on the recommendations and subsequent approval from the Council. The Town Manager has compiled this list to plan, monitor, and implement a series of task initiatives. We advise that the Town Council periodically review the progress of these task initiatives to ensure proper implementation. A copy has been attached at the end of this report in Table 1.

A joint work session between the Town Council and the Budget and Financial Review Board was requested by the BFRB and scheduled for February 1, 2024. At this work session, BerryDunn will present the results of the performance assessment. The BFRB and BerryDunn will be available to discuss the project, outcomes, and recommendations.

Closing Project Discussion

Lessons Learned from Current Project

To close this project, it would be important to create a lessons-learned document compiled by the management of DPW and P&R to memorialize items which will be the source of future performance audit projects. It is important to document these reflections immediately after a project is completed to communicate thoughts to the next project team.

Plan for Next Project Cycle

Governments are formed to provide services to its residents, businesses, and visitors. For their safety, education, and well-being to live and work in a city/town. Over the last few years, a significant amount of research has been available on local government and education measurements to assess the delivery of services to its residents and stakeholders.

To comply with the Charter requirement and per the interpretation of the Town Solicitor, the next cycles of the performance audit should be planned and engaged as follows:

- Cycle 2 – FY 2026: Police, Fire, Engineering, Building, Planning.
- Cycle 3 – FY 2028: School Department.

While the first cycle of this performance audit was considered a “*pilot*” project, we believe a discussion is warranted regarding the objective and scope before we compile and distribute the request for proposal for Cycle 2.

The current performance audit was completed using a consultative approach rather than a data-driven performance methodology. A consultative engagement is approached using qualitative methods with a

Budget and Financial Review Board
Performance Assessment – Departments of Public Works and Parks & Recreation
January 29, 2024

limited integration of objective data. A data-driven methodology would attempt to integrate quantitative comparisons (if any) and best practices of peer municipalities to implement operational efficiencies and financial practices.

If the Town decides to engage in a data-driven, metrics assessment approach, the following topics need to be implemented prior to the beginning the next cycle:

- The need for accurate, timely, and complete operational data which will provide a foundation for objective measurements (key performance indicators). These measurements will significantly assist in the important budgeting, fiscal management, and operational decisions.
- The selection of appropriate communities (cities and towns) to compare fiscal and measurements (KPIs) to ensure efficient operation of our Town. These indicators and assessments provide the objective and important facts in budget and operational decisions. In addition, with the appropriate collection of data and calculation of measurements over time, the Town will be able to observe trends to individual departments and operations to adjust both the financial, personnel and activities performed.

Summary

This project was a significant activity for the Town. Many communities have not engaged and completed a project of this scope. Therefore, it is important to acknowledge the professionals that assisted with their time and effort to complete this project.

The Budget and Financial Review Board would like to express their gratitude to Jesse Myott and the staff of BerryDunn for their experienced ability and skills as well as their patience in the completion of this project.

Additionally, this project was a new initiative for Town departments. We want to express our sincere thanks to the Departments of Public Works and Parks & Recreation for their effort and cooperation, specifically Mr. Gene Allen and Mr. Robert Cane.

Lastly, we want to acknowledge the significant effort and time commitment of the Town Manager, Mr. Randy Rossi. His guidance and knowledge were instrumental in the completion of the project. In addition, his experience will be needed to fully implement the recommendations of this project as well as prepare to complete the next cycle with more knowledge.

We look forward to completing future assessment projects as well as other fiscal and budgetary efforts for the benefit of the residents and businesses of the Town of Smithfield.

**Budget and Financial Review Board
Performance Assessment – Departments of Public Works and Parks & Recreation
January 29, 2024**

Figure 1 – Project Milestones and Completion Dates

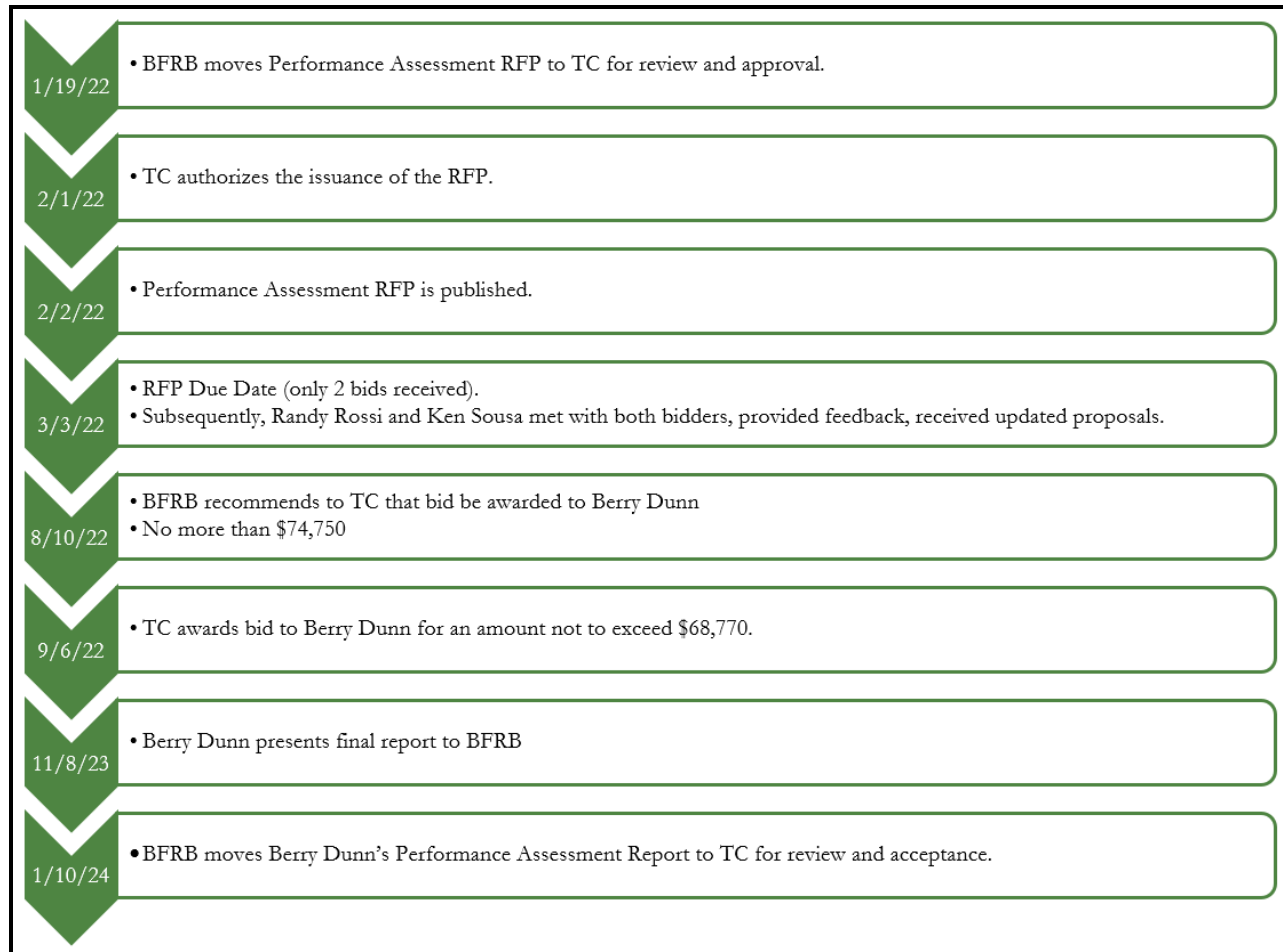


Figure 2 – Appendix B: Sample Cost Recovery Guidelines

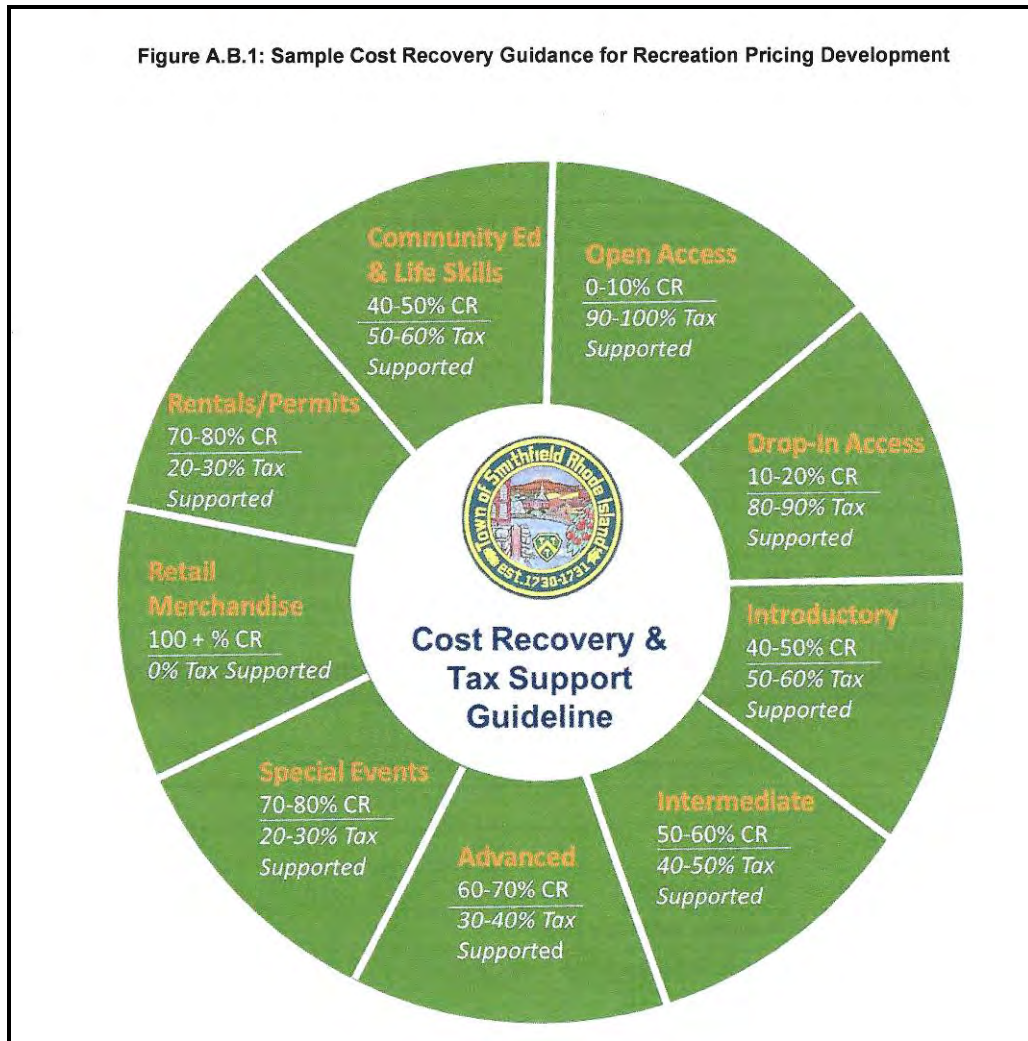


Table 1 – Listing of Task Initiatives For Implementation

➤ As part of the recently completed Comprehensive Performance Assessment of the Department of Public Works and the Department of Parks and Recreation we have developed an action plan to begin the implementation of the initiatives that outlined in the assessment. This action plan will allow the assessment report to become a living document and layout the blueprint for moving these departments forward into the future.

Department of Public Works - Action Items

Page	Reference	Action Item	Current Status	Estimated/ Completed Date
10	2.2.1	Develop a Succession Plan for the Department of Public Works and Smithfield Water Department. <ol style="list-style-type: none"> 1. Establish a working group of key department staff and Town executive management. 2. Identify and encourage managers and lead workers to actively mentor and develop staff. 3. Reach out to the employee bargaining units to discuss possible barriers to entry and solutions to breach barriers. 	In Process	6/30/2024
12	2.2.2	Upgrade DPW Phone System and Computer Applications <ol style="list-style-type: none"> 1. Continue communications with the IT Department. 2. Identify a DPW staff member to lead and oversee upgrades and implementation through completion. 3. Develop evaluation criteria to determine which devices should be priorities for current and future upgrades/updates. 	Completed	10/15/2023
14	2.2.3	Complete implementation of Trimble Unity Asset Management (TUAM) Software <ol style="list-style-type: none"> 1. Continue with the implementation of TUAM Software. 2. Develop templates to create a standard, consistent format for all work order types. 3. Identify a DPW division to pilot the new system and begin to utilize consistently. 4. Begin to phase out any remaining paper-based processes related to work order and data capture. 5. Monitor feedback and analyze information for three months. 6. At the end of the third month, plan for the next DPW division to start utilizing the system and repeat Tasks 2-5. 	In Process	12/31/2024

17	2.2.4	<p>Finalize and publish current performance measures and continue to develop new measures.</p> <ol style="list-style-type: none"> 1. Develop a performance measurement/KPI committee. 2. The performance measurement/KPI committee should inventory all core processes related to core service delivery and develop an organized list that states the performance measure/KPI, its purpose, data source(s), responsible staff member(s), and information to be reported out. 3. The committee should prioritize service delivery and business process improvements based on insight gained from measures/KPIs, giving greater weight to items that can yield greater returns in service delivery, customer service, workplace safety, and job performance. 4. Identify which systems and technology should be used to generate, capture, and analyze data used for performance measures/KPIs. 5. The committee should not only develop and monitor performance measures/KPIs, but also operate as a DPW think tank. 6. The DPW should commit to finalizing and sharing initial performance measures/KPIs. 7. Foster a culture of continuous delivery and business process improvement. 	In Process	12/31/2024
20	2.2.5	<p>Perform a Geographic Information System (GIS) Needs Assessment.</p> <ol style="list-style-type: none"> 1. Establish a working group of key DPW and other applicable Town department staff to assess the Town's current and future GIS needs. 2. Continue current efforts related to collection infrastructure and asset information. 	In Process	12/31/2024
23	2.2.6	<p>Provide a greater level of Capital Improvement Plan Budget Detail.</p> <ol style="list-style-type: none"> 1. Identify additional budget line items related to capital highway and Right-of-Way (ROW) maintenance and rehabilitation. 2. Work with the Town Manager and Finance Director to implement changes. 	In Process	6/30/2024
25	2.2.7	<p>Provide Additional Opportunities for Residents to Learn About Recycling and Solid Waste Programs and Services.</p> <ol style="list-style-type: none"> 1. Develop an education campaign. 2. Solicit feedback from the public. 3. Develop a schedule for educational events. 4. Develop educational tools and resources to keep the public engaged throughout the year. 	In Process	12/31/2024

27	2.2.8	<p>Continue to Assess Long-Range Space Needs of DPW at the Spragueville Road Site.</p> <ol style="list-style-type: none"> 1. Continue to assess the appropriateness and viability of DPW’s current facilities upgrade and expansion plans. 2. Continue to assess how DPW operations have changed and how operations might need to change over the next five years. 3. Assess Town capacity to fund improvements, expansions, and/or upgrades. 	In Process	6/30/2024
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Parks and Recreation – Action Items

Page	Reference	Action Item	Current Status	Estimated/Completed Date
43	3.2.1	<p>Develop consistent age-specific programming.</p> <ol style="list-style-type: none"> 1. Identify teen programs to develop. 2. Develop a funding strategy for program development and operational needs. 3. Develop program content, establish program days/times, and coordinate program logistics. 4. Leverage marketing and social media. 5. Develop performance measures/KPIs to evaluate programs and services. 6. Cultivate partnerships. 	In Process	12/31/2024
47	3.2.2	<p>Create a full-time Recreation Program Coordinator.</p> <ol style="list-style-type: none"> 1. Begin discussions with the Town Manager related to creating a full-time recreation program coordinator position. 2. Revise the part-time recreation program coordinator job description to encompass full-time needs. 3. Begin recruitment to fill the full-time recreation coordinator position once funded. 	In Process	6/30/2024
49	3.2.3	<p>Implement a recreation management system.</p> <ol style="list-style-type: none"> 1. Identify Parks and Recreation software system needs. 2. Solicit information from vendors through an RFP/RFQ/RFI process. 3. Review vendor information related to the Town’s system needs. 4. Select a vendor and implement the system. 	In Process	6/30/2024

51	3.2.4	<p>Establish pricing for recreation programs.</p> <ol style="list-style-type: none"> 1. Determine the full cost to provide the activity, program, or service. 2. Create sufficient accounting mechanism(s) to account for revenues and expenses related to activities, programs, and services provided. 3. Develop mechanisms to assist those who wish to participate but cannot afford to do so. 4. Assess fee levels annually during the budget development process. 	In Process	6/30/2024
54	3.2.5	<p>Develop a cost recovery policy for establishing fees.</p> <ol style="list-style-type: none"> 1. Create an inventory of current and future activity, programming, and service offerings and group all services according to similar criteria. 2. Determine revenue goals and conduct a cost-of-service assessment to determine the full cost of providing each activity, program, or service. 3. Establish appropriate cost recovery percentage for each activity, program, and service category and incorporate into a cost recovery percentage policy. 4. Evaluate fees and charges regularly in alignment with the established cost recovery percentage policy. 	In Process	12/31/2024
56	3.2.6	<p>Reorganization of the Parks and Recreation Department.</p> <ol style="list-style-type: none"> 1. Create a working group of internal and external stakeholders. 2. Develop draft organization charts for the DPW and newly created department. 3. Establish core services to be provided by recreation and existing service functions. 4. Work with human resources and department management to develop an approach to communicating changes to staff. 5. Evaluate cost savings and other efficiencies. 	In Process	6/30/2024

➤ As part of the recently completed Comprehensive Performance Assessment of the Department of Public Works and the Department of Parks and Recreation we have developed an action plan to begin the implementation of the initiatives that outlined in the assessment. This action plan will allow the assessment report to become a living document and layout the blueprint for moving these departments forward into the future.

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43	3.2.1	<p>Develop consistent age-specific programming.</p> <ol style="list-style-type: none"> 1. Identify teen programs to develop. 2. Develop a funding strategy for program development and operational needs. 3. Develop program content, establish program days/times, and coordinate program logistics. 4. Leverage marketing and social media. 5. Develop performance measures/KPIs to evaluate programs and services. 6. Cultivate partnerships. 	In Process	12/31/2024
47	3.2.2	<p>Create a full-time Recreation Program Coordinator.</p> <ol style="list-style-type: none"> 1. Begin discussions with the Town Manager related to creating a full-time recreation program coordinator position. 2. Revise the part-time recreation program coordinator job description to encompass full-time needs. 3. Begin recruitment to fill the full-time recreation coordinator position once funded. 	In Process	6/30/2024
49	3.2.3	<p>Implement a recreation management system.</p> <ol style="list-style-type: none"> 1. Identify Parks and Recreation software system needs. 2. Solicit information from vendors through an RFP/RFQ/RFI process. 3. Review vendor information related to the Town’s system needs. 4. Select a vendor and implement the system. 	In Process	6/30/2024

51	3.2.4	<p>Establish pricing for recreation programs.</p> <ol style="list-style-type: none"> 1. Determine the full cost to provide the activity, program, or service. 2. Create sufficient accounting mechanism(s) to account for revenues and expenses related to activities, programs, and services provided. 3. Develop mechanisms to assist those who wish to participate but cannot afford to do so. 4. Assess fee levels annually during the budget development process. 	In Process	6/30/2024
54	3.2.5	<p>Develop a cost recovery policy for establishing fees.</p> <ol style="list-style-type: none"> 1. Create an inventory of current and future activity, programming, and service offerings and group all services according to similar criteria. 2. Determine revenue goals and conduct a cost-of-service assessment to determine the full cost of providing each activity, program, or service. 3. Establish appropriate cost recovery percentage for each activity, program, and service category and incorporate into a cost recovery percentage policy. 4. Evaluate fees and charges regularly in alignment with the established cost recovery percentage policy. 	In Process	12/31/2024
56	3.2.6	<p>Reorganization of the Parks and Recreation Department.</p> <ol style="list-style-type: none"> 1. Create a working group of internal and external stakeholders. 2. Develop draft organization charts for the DPW and newly created department. 3. Establish core services to be provided by recreation and existing service functions. 4. Work with human resources and department management to develop an approach to communicating changes to staff. 5. Evaluate cost savings and other efficiencies. 	In Process	6/30/2024

Recommended Motion:

That the Smithfield Town Council hereby approves Change Order #002 with Green Acres Landscaping and Construction Company, Inc. in an amount not to exceed \$767,389.71 for modification to the bleacher pad area, new fencing, and the procurement and construction of a revised concession building for the Boyle Athletic Field Complex.

AIA[®] Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*
 Smithfield High School – Boyle
 Athletic Field Complex Improvements
 90 Pleasant View Avenue
 Smithfield, RI 02917

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: July 6, 2023

CHANGE ORDER INFORMATION:
 Change Order Number: 2
 Date: February 8, 2024

OWNER: *(Name and address)*
 Town of Smithfield
 64 Farnum Pike
 Smithfield, RI 02917

ARCHITECT: *(Name and address)*
 Rowse Architects, Inc.
 400 Massasoit Avenue, Suite 300
 East Providence, RI 02914

CONTRACTOR: *(Name and address)*
 Green Acres Landscaping & Construction
 Company, Inc.
 21 Malbone Street
 Lakeville, MA 02347

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- | | |
|--|---------------------|
| 1. PCO #2B: Modification to the bleacher pad area and new fencing. | \$22,389.71 |
| 2. The procurement and construction of revised Concession Building, including foundation design and installation, prefabricated building and installation, utility connections, and adjacent sitework - Not to exceed. | \$745,000.00 |
| Total Change Order #002 | \$767,389.71 |

The original Contract Sum was	\$ 4,358,002.00
The net change by previously authorized Change Orders	\$ 116,948.72
The Contract Sum prior to this Change Order was	\$ 4,474,950.72
The Contract Sum will be increased by this Change Order in the amount of	\$ 767,389.71
The new Contract Sum including this Change Order will be	\$ 5,242,340.43

The Contract Time will be increased by two hundred forty days (220) days.
 The new date of Substantial Completion will be June 24, 2024

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

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

Rowse Architects, Inc	Green Acres Landscaping and Construction Company, LLC	Town of Smithfield
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
 _____ SIGNATURE	 _____ SIGNATURE	_____ SIGNATURE
James M. Partridge _____ PRINTED NAME AND TITLE	Joseph Barbosa President _____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
02/08/2024 _____ DATE	2/8/24 _____ DATE	_____ DATE



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

December 13, 2023
Rev. February 8, 2024

P.C.O. # 2B

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

Attention: John,

Enclosed is our price breakdown to perform the additional work pertaining to the Drawings issued by Traverse and Pare dated 12/12/2023 at Boyle Athletic Complex in Smithfield, RI.

Scope of Work:

Green Acres to sawcut and remove select sections of concrete curb to accommodate added fencing, remove installed bituminous concrete walkway at front of bleacher pad area, form and pour new concrete curbing to receive fence posts, re-grade for new asphalt walkway design, and install new fencing and 10' Wide Double Gate underneath bleachers.

Total Cost to be Added to the Original Project Value \$22,389.71

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

This proposal excludes the following:

Anything not previously mentioned under scope of work.

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

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

Authorized Signature Christopher E. Cunha

Chris Cunha
Project Manager/Estimator

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

Signature _____

Date of Acceptance: _____

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

12/13/2023
PCO # 2B

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<u>Labor</u>		<u>Hours</u>		<u>Rate</u>	<u>Cost</u>	<u>Extension</u>
<u>Men</u>						
4	Laborers	0	\$	62.37	\$ -	
3	Operator	0	\$	74.72	\$ -	
5	Laborers	0	\$	62.37	\$ -	
			\$	-	\$ -	
			\$	-	\$ -	
					<u>\$ -</u>	
					\$ -	\$ -
 <u>Labor Burden</u>						
	29%				\$ -	
					<u>\$ -</u>	\$ -
 <u>Equipment</u>						
	Dozer	0	ls	\$ 125.00	\$ -	
	Excavator	0	ls	\$ 125.00	\$ -	
	Loader	0	ls	\$ 125.00	\$ -	
	Truck with Tools	0	ls	\$ 45.00	\$ -	
					<u>\$ -</u>	\$ -

<u>Materials (Labor Included)</u>	<u>Qty.</u>	<u>E.O.M.</u>	<u>Price</u>		
DEMO - Sawcutting	92	LF	\$ 15.00	\$	1,380.00
DEMO - R&D Bit. Con Walkway	427	sq ft	\$ 15.00	\$	6,405.00
Install New Curbing for Fencing	29	LF	\$ 56.91	\$	1,650.39
Install New Fencing	107	sheet	\$ 67.31	\$	7,202.17
Install New Gate	1	ea	\$ 1,200.00	\$	1,200.00
Concrete	5	cy	\$ 250.00	\$	1,250.00
				\$	-
				\$	-
				\$	19,087.56
<u>Sub Contractor</u>				\$	-
				\$	-
				\$	19,087.56
<u>General/Administrative/Profit</u>				\$	2,863.13
15.00%				\$	2,863.13
				\$	21,950.69
<u>General Liability & Umbrella</u>				\$	-
0%				\$	-
				\$	21,950.69
<u>Bond Premium</u>				\$	439.01
2.00%				\$	439.01
				\$	22,389.71
<u>Miscellaneous</u>				\$	-
				\$	-
Total job cost				\$	22,389.71

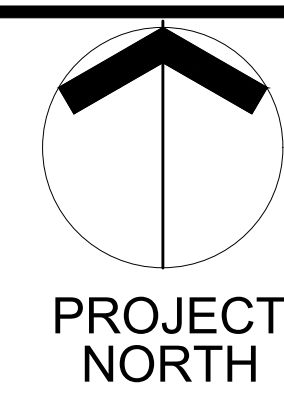
This proposal includes all labor, equipment and materials.

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

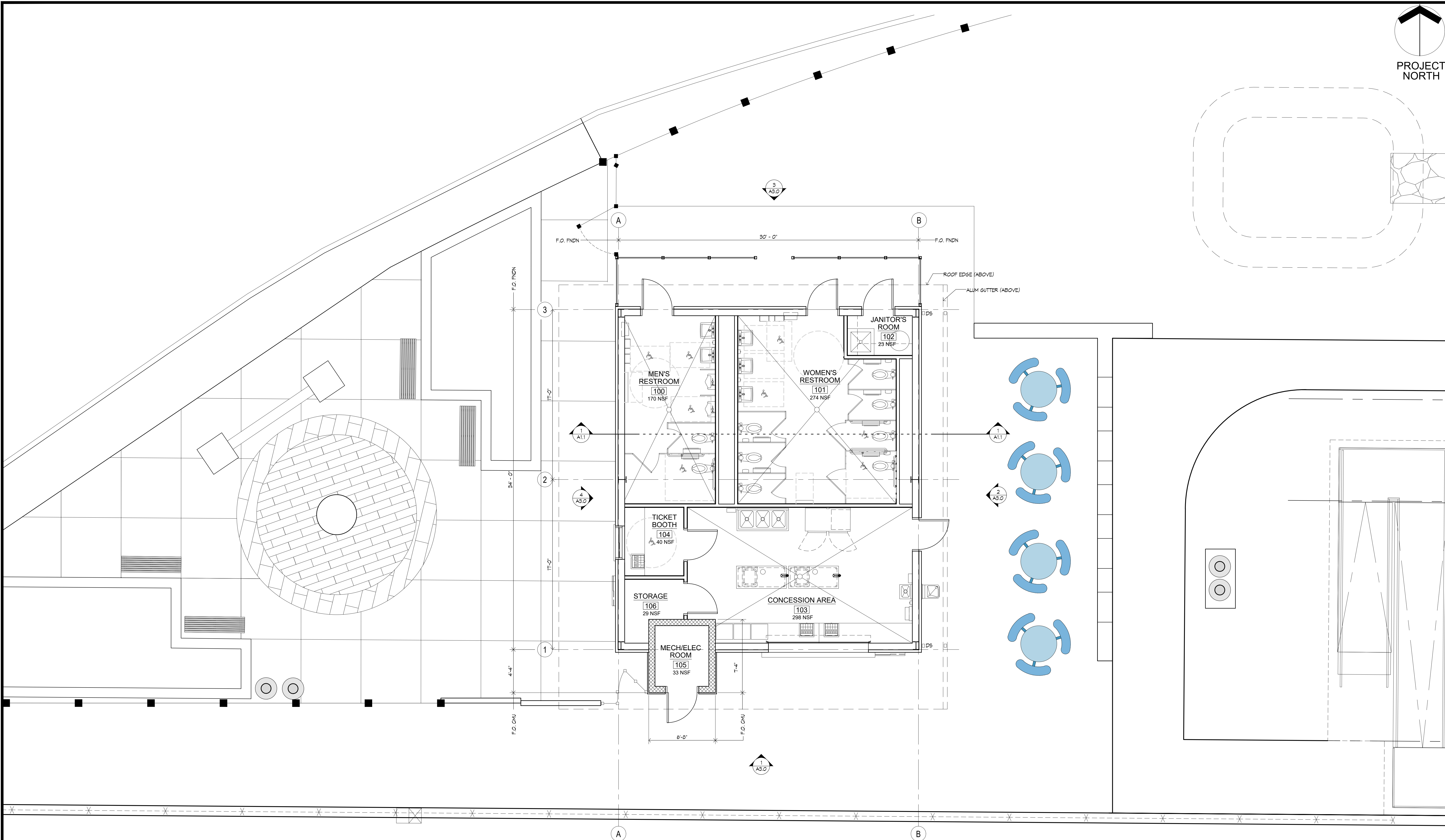
Sincerely,

Christopher E. Cunha

Chris Cunha
Project Manager/Estimator



OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES THAN THOSE EXPRESSLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.



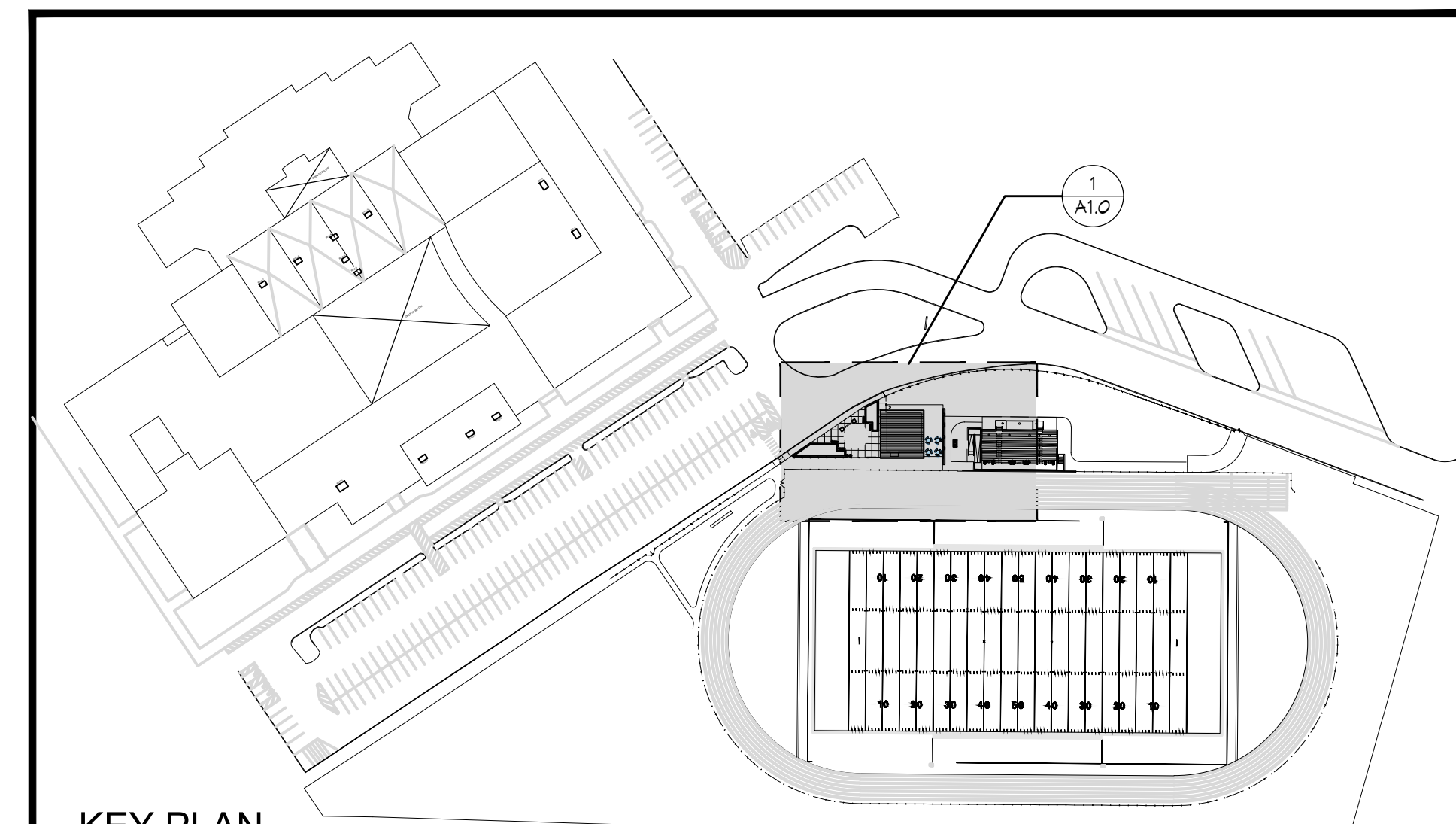
GENERAL NOTES

1. CONTRACTOR SHALL VISIT SITE, PRIOR TO BID, AND CAREFULLY INVESTIGATE AND EXAMINE THE AREA OF WORK SO AS TO SATISFY HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK. CONTRACTOR TO NOTE THE CHARACTER, QUALITY, QUANTITIES OF MATERIALS REQUIRED AND DIFFICULTIES TO BE ENCOUNTERED, THE KIND AND EXTENT OF EQUIPMENT AND FACILITIES NEEDED FOR PERFORMANCE OF THE WORK, AND OTHER ITEMS WHICH MAY IN ANY WAY, AFFECT THE WORK OR CONTRACTOR'S PERFORMANCE.
2. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.

GENERAL CONSTRUCTION NOTES

1. UNLESS OTHERWISE NOTED (UND), ALL DIMENSIONS ARE TO FACE OF MASONRY, FACE OF CONCRETE, OR TO CENTERLINE OF COLUMN AS OCCURS.
2. UNLESS OTHERWISE NOTED, ALL WALL TYPE ASSEMBLIES SHALL EXTEND TO 10'-0" ABOVE TOP OF SLAB AT HIGH POINT (H.P.).
3. CONTRACTOR TO PROVIDE PRESSURE TREATED WOOD BLOCKING AT THE TOP OF ALL CMU WALLS, AS REQUIRED.
4. AT ALL CMU EXPOSED EXTERNAL CORNER LOCATIONS, PROVIDE BULLNOSE CMU.

1 CONCESSION BUILDING - FLOOR PLAN
 A1.0 SCALE: 1/4" = 1'-0"

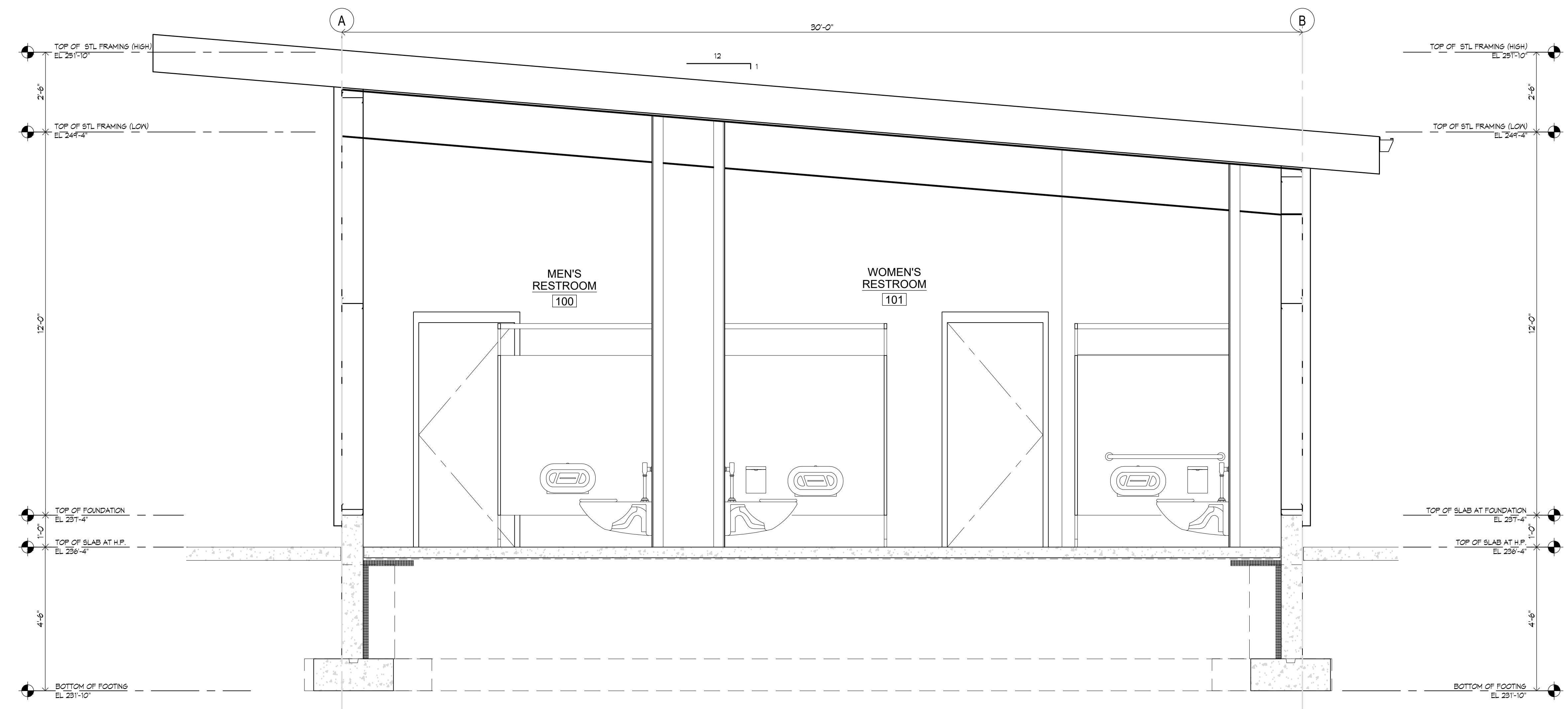


KEY PLAN OVERALL SITE PLAN
 N.T.S.

Date: JANUARY 30, 2024
 Drawn by: PAB/AJM Proj. Mgr.: JMP

Revisions	No.	Date	Description

CONCESSION BUILDING
FLOOR PLAN AND PARTIAL PLAZA PLAN
 ALTERNATE NO. ONE



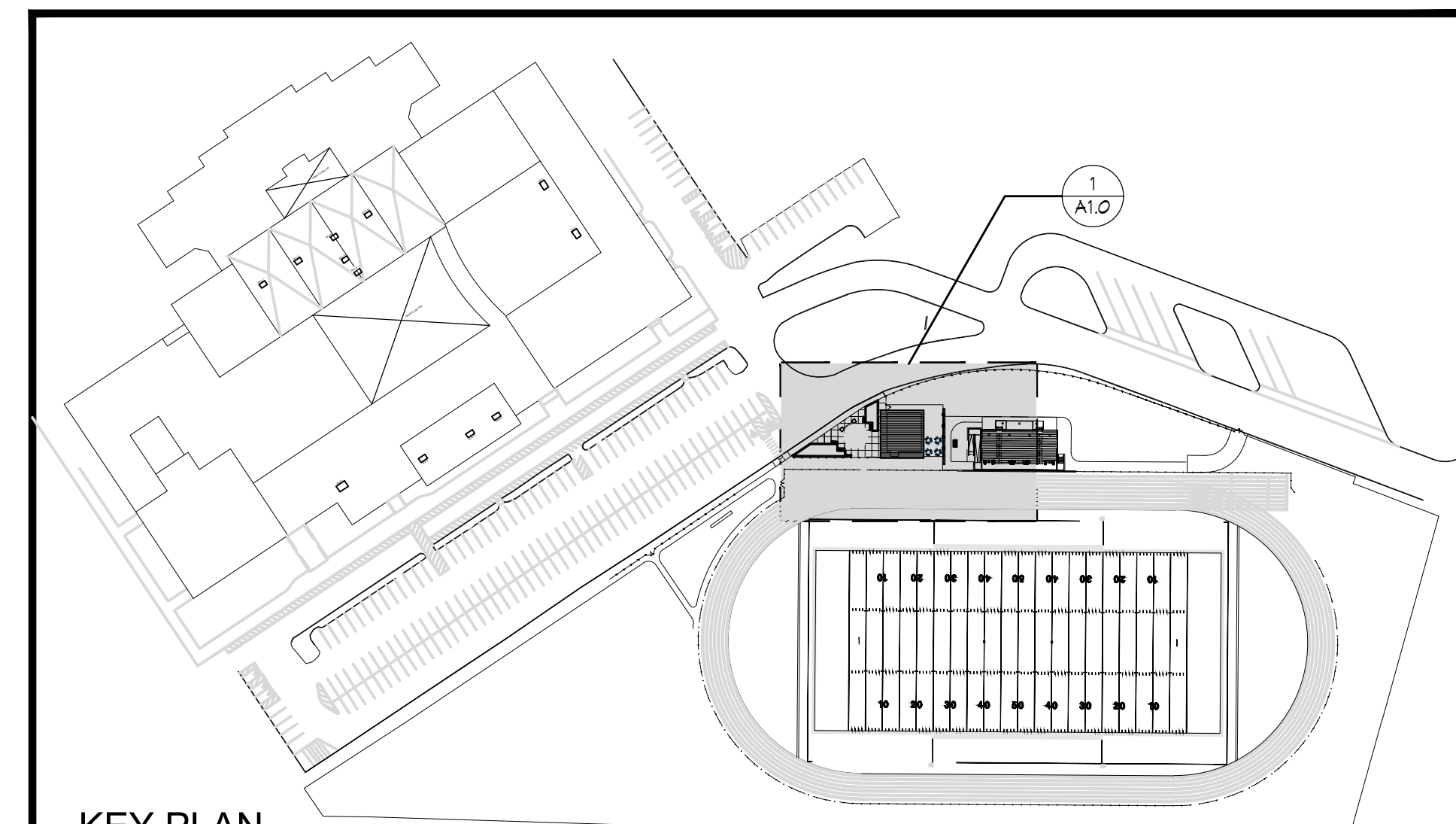
1 CONCESSION BUILDING - SECTION
A1.1 SCALE: 3/8" = 1'-0"

GENERAL NOTES

- CONTRACTOR SHALL VISIT SITE, PRIOR TO BID, AND CAREFULLY INVESTIGATE AND EXAMINE THE AREA OF WORK SO AS TO SATISFY HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK. CONTRACTOR TO NOTE THE CHARACTER, QUALITY, QUANTITIES OF MATERIALS REQUIRED AND DIFFICULTIES TO BE ENCOUNTERED, THE KIND AND EXTENT OF EQUIPMENT AND FACILITIES NEEDED FOR PERFORMANCE OF THE WORK, AND OTHER ITEMS WHICH MAY, IN ANY WAY, AFFECT THE WORK OR CONTRACTOR'S PERFORMANCE.
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GENERAL CONSTRUCTION NOTES

- UNLESS OTHERWISE NOTED (U.N.D.), ALL DIMENSIONS ARE TO FACE OF MASONRY, FACE OF CONCRETE, OR TO CENTERLINE OF COLUMN AS OCCURS.
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KEY PLAN
OVERALL SITE PLAN
N.T.S.

Date: JANUARY 30, 2024
Drawn by: PAB/AJM Proj. Mgr.: JMP

Revisions	No.	Date	Description

CONCESSION BUILDING
SECTION
ALTERNATE NO. ONE

A1.1

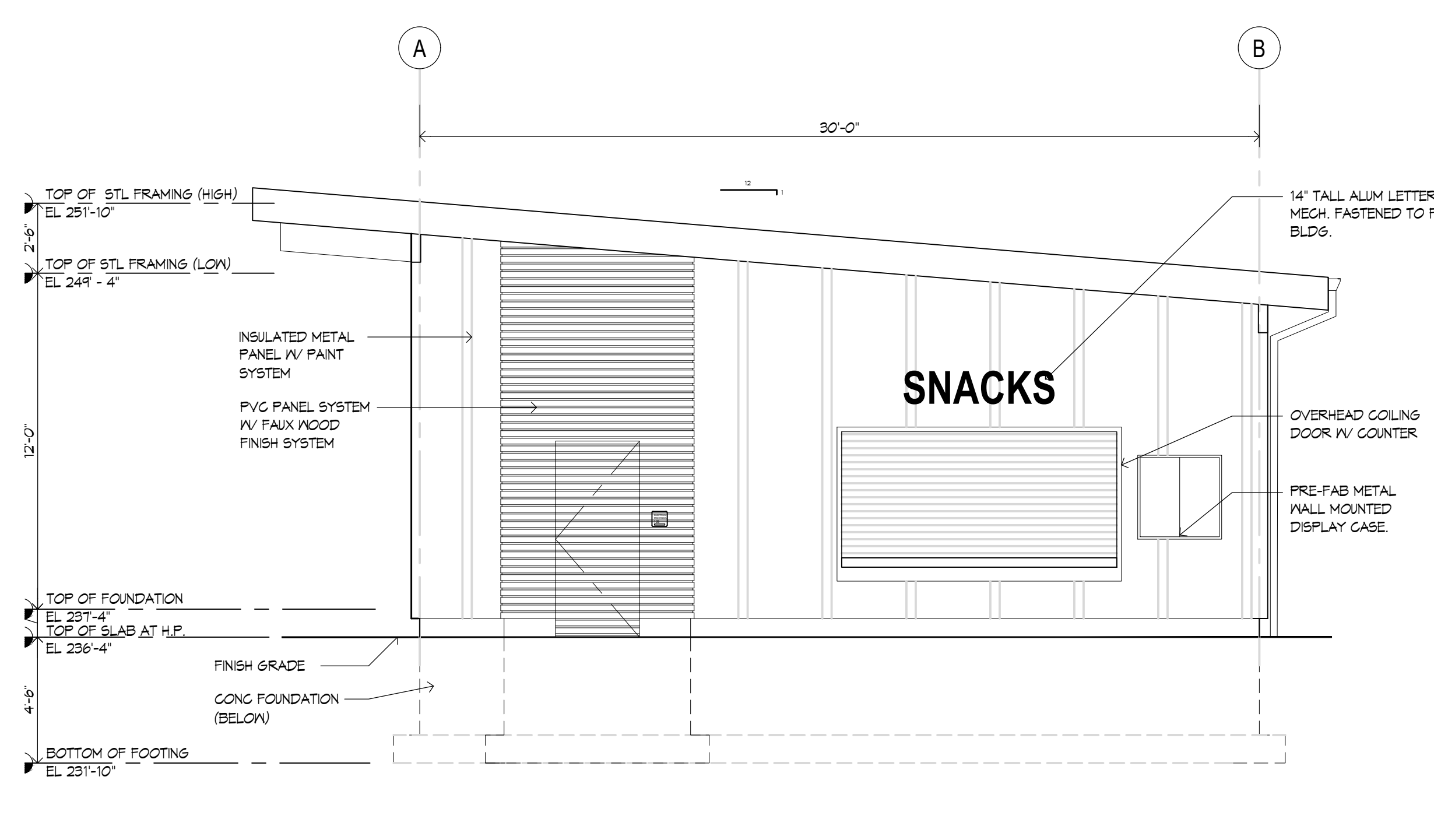
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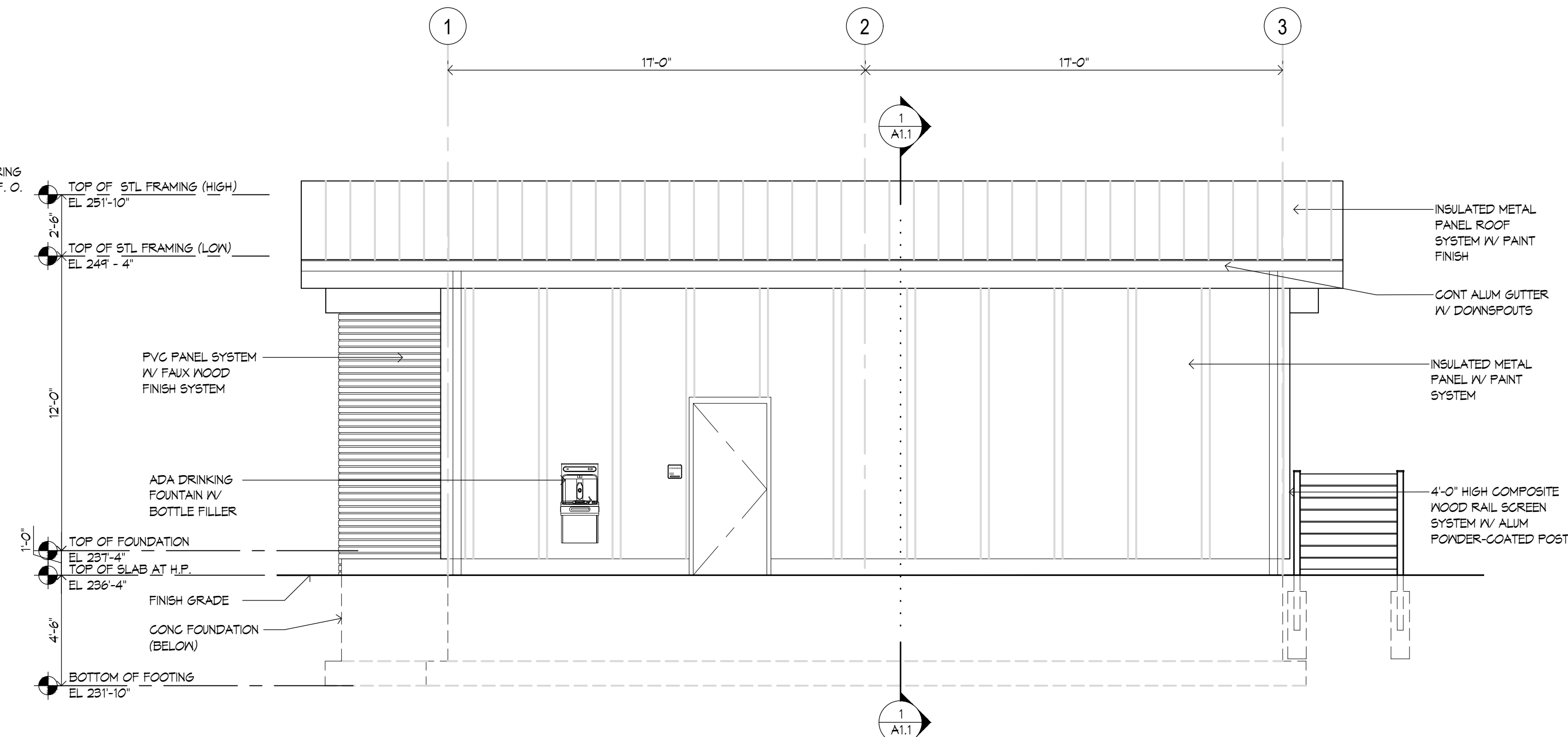
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GENERAL CONSTRUCTION NOTES

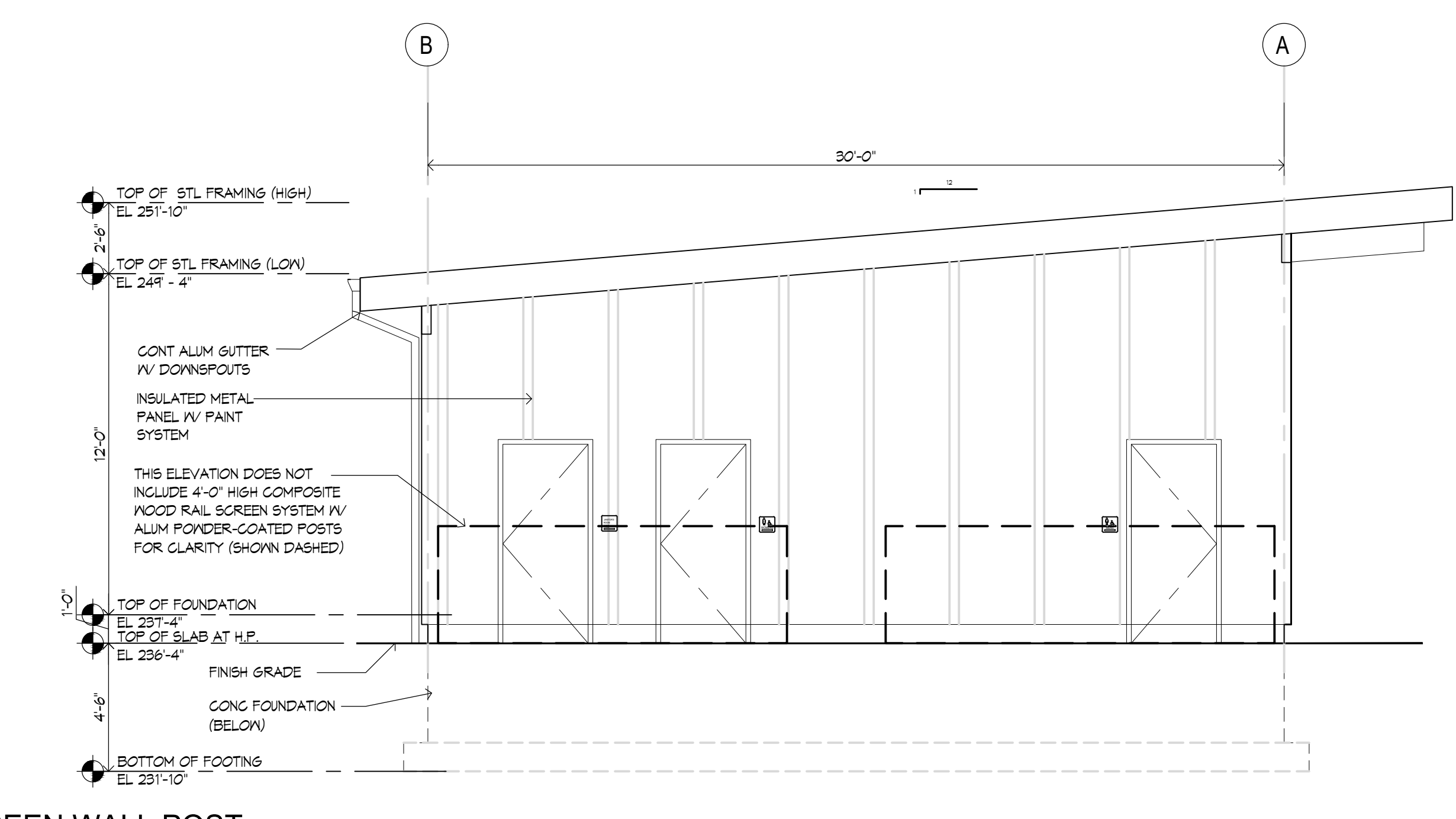
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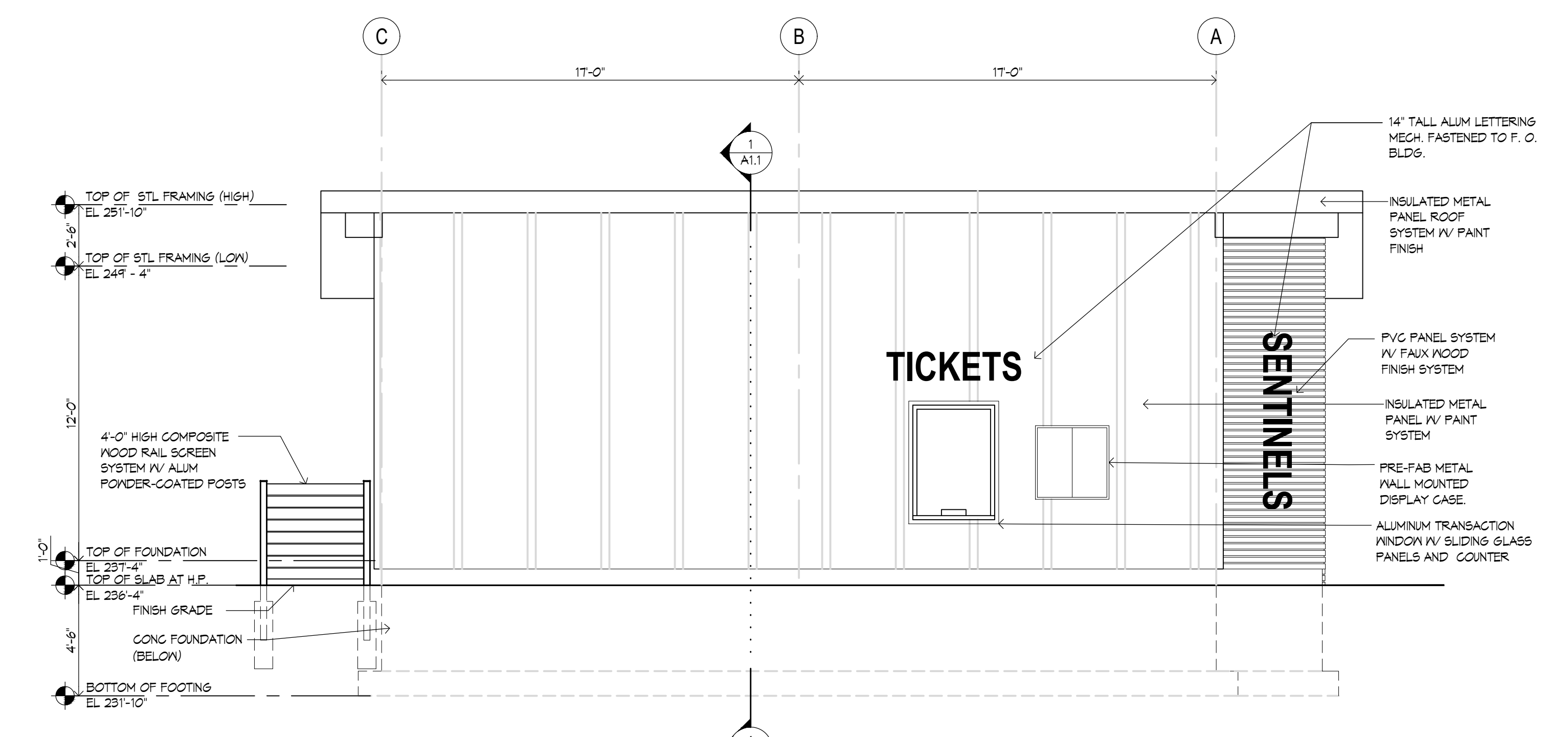
1 SOUTH ELEVATION
 A3.0 1/4"=1'-0"



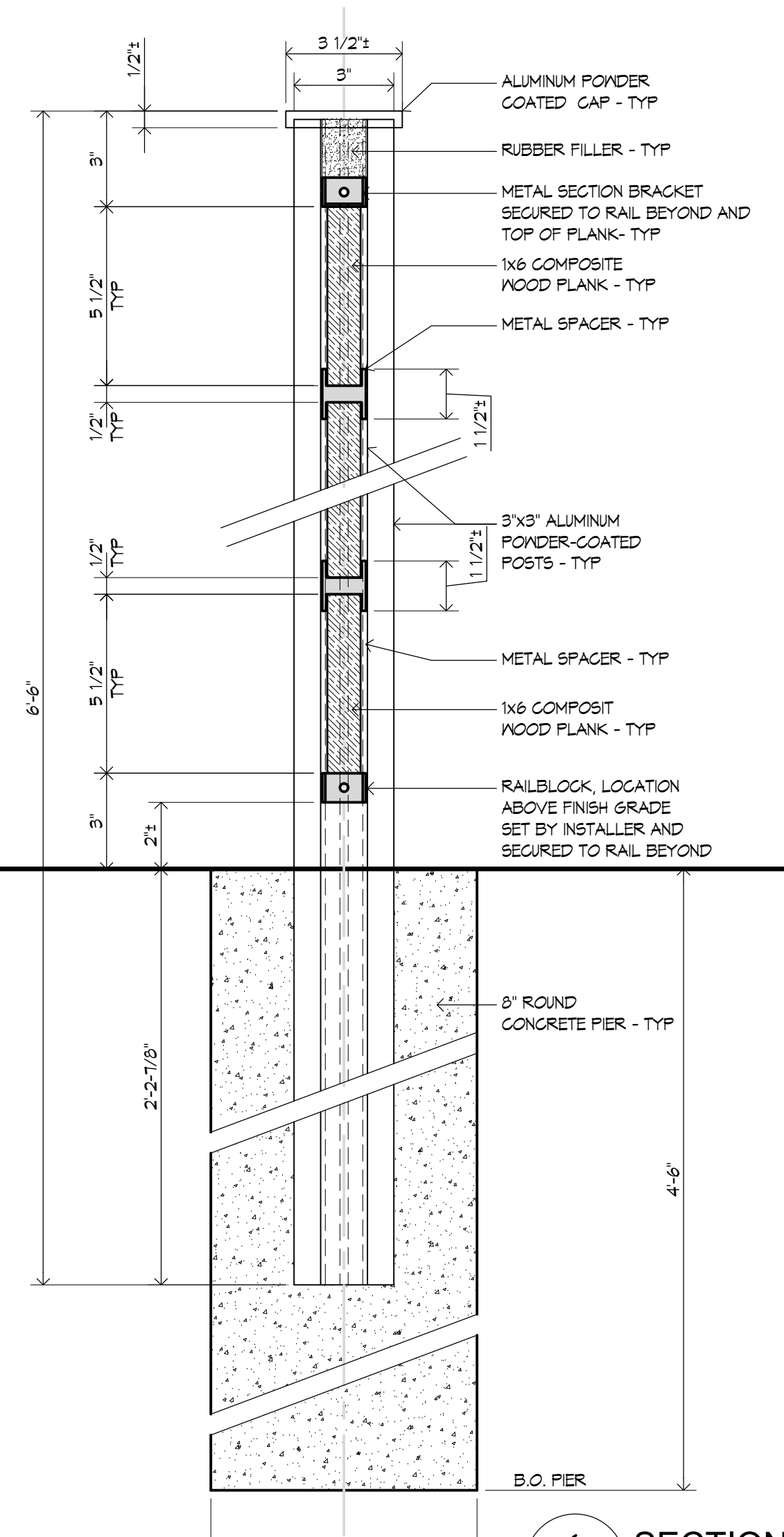
2 EAST ELEVATION
 A3.0 1/4"=1'-0"



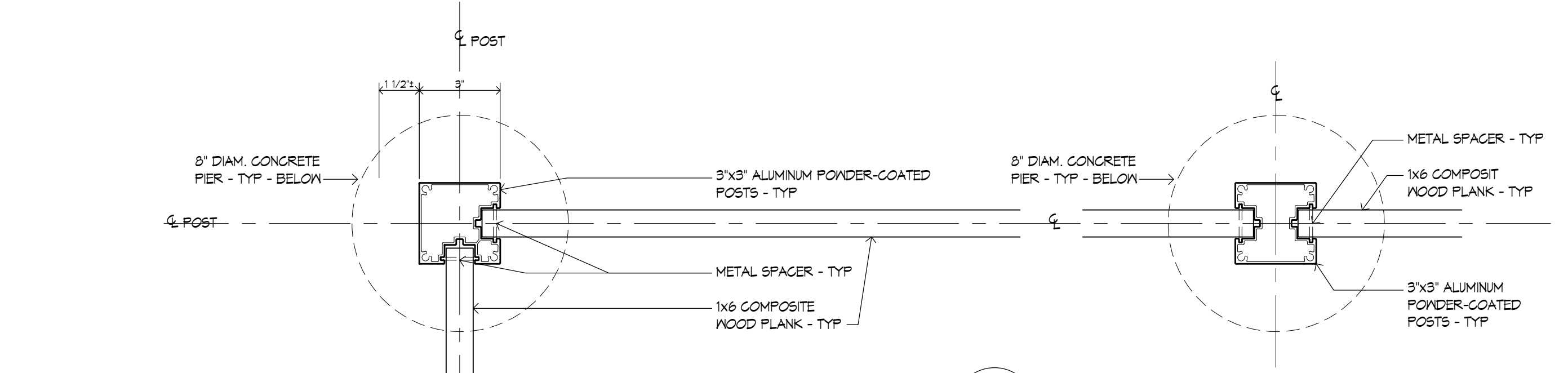
3 NORTH ELEVATION
 A3.0 1/4"=1'-0"



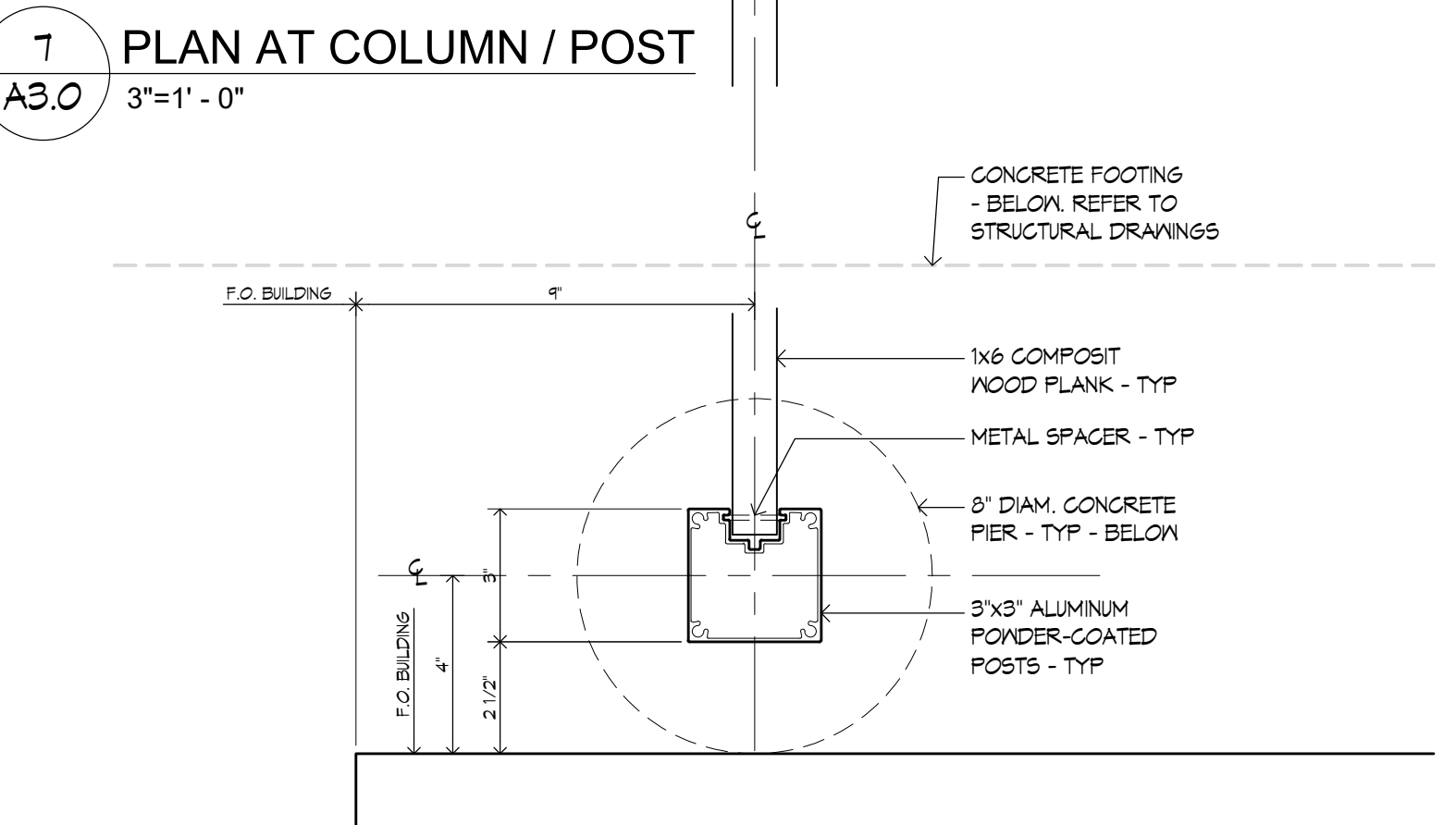
4 WEST ELEVATION
 A3.0 1/4"=1'-0"



6 SECTION AT SCREEN WALL POST
 A3.0 4"=1'-0"



8 INTERMEDIATE POST
 A3.0 3"=1'-0"



9 PLAN AT WALL / POST
 A3.0 3"=1'-0"

Date: JANUARY 30, 2024
 Drawn by: AJM Proj. Mgr.: JMP

Revisions	No.	Date	Description

ALTERNATE NO. ONE
CONCESSION BUILDING
EXTERIOR BUILDING
ELEVATIONS & DETAILS

A3.0



TICKETS



SENTINEL'S

SNACKS





TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: February 20, 2024

To: Honorable Town Council

Through: Randy R. Rossi, Town Manager

From: Gene Allen, Public Works Director

A handwritten signature in blue ink, appearing to be "GA", written over the name Gene Allen.

RE: 3 –Ton Asphalt Recycler hook lift– Purchasing Cooperative of America OD-362-22

Background:

The Town Council has before it this evening a request to purchase one (1) 3-Ton Asphalt Recycler. This recycler will be installed on a hook lift which will allow the DPW to utilize the flexibility of the swap loader trucks we have purchased. The recycler provides the option of working with hot mix, cold patch or reclaimed asphalt. Keeping the material at temperature throughout the day provides a much higher quality repair patch. The recycler's ergonomic design makes working with these material easier, and safer, and will help to reduce exertion injuries.

Financial Impact:

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

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Purchasing Cooperative of America contract OD-362-22, with Tyler Equipment Inc. of 251 Shaker Road, P.O. Box 544, East Longmeadow, MA, 01028, for the purchase of one (1) new 3-Ton Asphalt Recycler hook lift, as described in the attached detailed quote for the total cost of \$45,279.00.

Moved: *That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the Purchasing Cooperative of America contract OD-362-22, with Tyler Equipment Inc. of 251 Shaker Road, P.O. Box 544, East Longmeadow, MA, 01028, for the purchase of one (1) new 3-Ton Asphalt Recycler hook lift, as described in the attached detailed quote for the total cost of \$45,279.00.*



PCA PRICE QUOTE



Smithfield DPW
 3 Spragueville Rd.
 Smithfield, RI 02917
 Attn: Gene Allen, Director

Bob Leach
 Tyler Equipment Corporation
 Cell: (774-535-2565
 Email: rleach@tylerequipment.com

Quote Date:	Quote Good Through:	Requested By:	Customer:
1/18/2024	4/18/2024	Bob Leach	City of Smithfield, DPW MA

Additional Comments: Net 30 days - Delivery 120 days - 2 year machine and lifetime frame warranty included

Qty	Model	Description	Price
	3T2B-DHK	3-Ton Recycler - Diesel - Hook Lift 12 - Volt Batteries, Triple Wall Construction, Fully Insulated, Automatic Temperature Control, VIP, One-piece seamless ceramic combustion chamber Battery charger package Included Options: Dual diesel burner recycler package Using trucks lights and hydraulics Pin on/flip down shovel apron extension Falcon Smart Control package includes: 7 day timer, fuel level gauge, hour meter, voltmeter, temperature gauge	\$43,188.00
		Freight to: East Longmeadow, MA	\$2,091.00
		Plus Applicable Sales Tax	
		Total with all options and freight	\$45,279.00
		Acceptance:	Date:



Falcon Hook Lift Asphalt Hot Boxes provide crews with a highly flexible way of making asphalt repairs. Workers can use it as their one-stop shop by equipping everything they need to patch potholes.

Since the hook lift box sits on the back of the truck, it's far easier to maneuver into and around tight city streets versus using a tow-behind trailer.

Another big advantage is that a hook lift allows the operator to multipurpose his truck by putting on a multitude of bodies. This makes it a swiss army knife and a much more efficient way to operate.

For example, let's say that they need to salt the roads. The crew would first unhook the patcher and then hook up the salt spreader. A hook lift allows a single truck to accomplish the same job as two or more dedicated ones—thereby saving time and money.

As with all Falcon models, you can choose from a wide range of [options](#).

REQUEST A DEMO

REQUEST A QUOTE

Hook Lift Asphalt Hot Box Features

The patented heat management system, VIP low-voltage shutdown, and large unloading door help to improve worker efficiencies while reducing the need for unnecessary trips to the asphalt plant. Falcon Hook Lift Hot Boxes come with many useful standard features, including:

- Automatic temperature control
 - VIP technology
 - Battery charger package
 - One-piece ceramic combustion chamber
 - 92% fuel efficiency (diesel)
-
- 12-volt deep cycle battery
 - Conspicuity tape
 - 12v deep cycle battery
 - Fork pockets

No matter the size of your truck or capacity needs, we offer several different hook lift hot box sizes:

- 3-ton
 - 4-ton
 - 5-ton
-
- 6-ton
 - 8-ton
 - 10-ton



TOWN OF SMITHFIELD, RI

Carlos A. Santos
Purchasing Agent

Deputy Attorney General Adi Goldstein
Office of the Attorney General
150 South Main Street
Providence, RI 02903

January 23, 2024

Dear Deputy Attorney General Adi Goldstein:

Per RI GL 45-40.1-4, the Attorney General's Office approval is required in order for municipalities and public agencies to make use of purchasing cooperatives in the State of Rhode Island. With this letter, the Town of Smithfield is requesting the approval of one additional national purchasing cooperative: Purchasing Cooperative of America. Information about this cooperative can be found at their website using the link below and following paragraph.

Purchasing Cooperative of America - <https://www.pcamerica.org/>
Purchasing Cooperative of America (PCA) is a national purchasing cooperative active in all 50 states, the U.S. Territories, and Canada and Mexico. PCA is a Texas based non-profit corporation serving as a contracting agency for public sector entities including educational institutions K-12 through universities including charter schools; local, state, Federal and special district governmental agencies; Indian Tribal Governments; hospitals; law enforcement; and non-profit, non-taxed organizations.

The categories of particular interest to the Town of Smithfield: Heavy & Grounds Equipment; Roadway, Traffic & Parking lot items, Materials, Repairs.

Please contact me if you have questions or require additional information. I can be reached best by email at csantos@smithfieldri.gov. Thank you for your assistance!

Carlos A. Santos
Purchasing Agent



STATE OF RHODE ISLAND
OFFICE OF THE ATTORNEY GENERAL

150 South Main Street • Providence, RI 02903
(401) 274-4400 • www.riag.ri.gov

Peter F. Neronha
Attorney General

January 29, 2024

Sent Via: Email

Carlos A. Santos
Purchasing Agent
Town of Smithfield
64 Farnum Pike
Smithfield, RI 02917
CSantos@SmithfieldRI.Gov

Rc: Request for approval for the Town of Smithfield to participate in a cooperative purchasing agreement pursuant to RI Interlocal Cooperation Act, RI General Laws 45-40.1-1, et seq.

Dear Mr. Santos:

I am writing to confirm this Office's approval of your request to participate in the cooperative purchasing agreement administered by *Purchasing Cooperative of America (PCA)*, as set forth in your letter dated January 23, 2024. The Town of Smithfield's entry into this or any cooperative purchasing agreement is governed by R.I. Gen. Laws § 45-40.1-4(f).

It is recommended that agencies seeking to purchase goods or services through these collaborative and cooperative purchasing groups consult with their own legal counsel to ensure that their rights are adequately protected regarding any specific transaction. You are also required to ensure that any contract entered into by the Town of Smithfield complies with all other State procurement laws.

Should you have any further questions or concerns, please feel free to contact me.

Respectfully,


Adi Goldstein
Deputy Attorney General

AG:cpm

Rhode Island - [Click to print](#)

State of Rhode Island

State of Rhode Island General Laws

Title 45 Towns and Cities

Chapter 40.1 Interlocal Contracting and Joint Enterprises

§ 45-40.1-1: Legislative purpose.

It is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a of mutual advantage, and, thereby, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

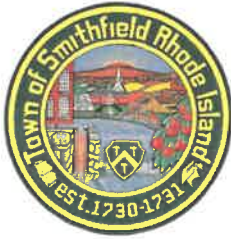
§ 45-40.1-3: "Public agency" defined.

(a) For the purposes of this chapter, the term "public agency" means any political subdivision of this state, any agency of the state government or of the United States, and any political subdivision of another state.

(b) The term "state" means a state of the United States.

§ 45-40.1-4: Interlocal agreements.

(a) Any power or powers, privileges, or authority, exercised or capable of exercise by a public agency of this state, may be exercised and enjoyed jointly with any other public agency of any other state or of the United States, and to the extent that laws of the other state or of the United States permit the joint exercise or enjoyment. Any agency of the state government, when acting jointly with any public agency may exercise and enjoy all of the powers, privileges, and authority conferred by this chapter upon a public agency.




TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: February 20, 2024
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director / Water Commissioner 

RE: Recommendation of Award – Watershed Study for Stormwater Mitigation in the Highview Hilldale Estate Watershed - Beta Group

BACKGROUND:

The scope of this study will focus on the approximate 425 acre watershed from Catherine Road north through the Highview Hilldale neighborhood. The area includes Maureen Drive, Karen Ann Drive, Price Lane, Clark Road and Limerock Road north to the North Central Pond area.

The area has been prone to significant flooding events over the years, overtaxing the existing drainage systems and open channels, causing impassable roads and significant impact on resident's property.

This study is intended to identify the potential causes of the flooding and develop short term and long term mitigation options. The study will also develop cost estimates for each scenario, to better understand the financial impact of future design and construction phases.

FINANCIAL IMPACT:

Funding for this project will be through the Public Works Operating budget.

RECOMMENDATION:

That the Smithfield Town Council authorize the Town Manager to enter into contract with Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865 for the Stormwater Mitigation Study of the Highview Hilldale Estate Watershed in the amount of not to exceed \$24,900.00.

MOVED: *That the Smithfield Town Council, authorize the Town Manager to enter into contract with Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865 for the Stormwater Mitigation Study of the Highview Hilldale Estate Watershed in the amount of not to exceed \$24,900.00.*



February 12, 2024

Mr. Gene Allen
Public Works Director
Town of Smithfield, RI
3 Spragueville Road
Smithfield, RI 02917

Re: Proposal - Highview Hilldale Estates Watershed Study

Dear Mr. Allen:

BETA Group, Inc. (BETA) is submitting the following proposal for engineering services to study and develop stormwater mitigation alternatives within the Highview Hilldale Estates watershed. The watershed is prone to chronic and severe flooding along the neighborhood streets and their adjacent properties.

Project Understanding

Stormwater runoff generated within the approximate 425-acre watershed discharges to North Central Pond, which then conveys flow to an unnamed tributary to Georgiaville Pond. This tributary is conveyed through a combination of open channels and closed drainage systems. It flows from North Central Pond southerly across Clark Road and then southeasterly across Karen Ann Drive, Maureen Drive and eventually Catherine Road before crossing Route 7. During storm events, there is significant flooding reported throughout the Highview Hilldale neighborhood resulting in many roads being impassible. There are several closed drainage systems servicing this area that discharge south of Catherine Road. The flooding issues are an indication that the pipes are undersized, and the drainage structures are ineffective in capturing the generated runoff.

The Town seeks to identify and understand the potential cause(s) of the flooding and develop both short-term and long-term plans to mitigate the flooding to the extent practicable. As this is a very large watershed area, understanding the problems and determining the solutions will require a phased approach. The scope of services presented herein is the first phase, which will analyze existing conditions and identify possible conceptual mitigation measures.

Scope of Services

To investigate existing conditions of the watershed and identify conceptual stormwater mitigation alternatives, BETA is proposing the following:

Task 1 – Investigation/Gathering Data

- Obtain updated drainage system records that may be available from the Town. This includes existing topographic information (mapping from 2002) that will be utilized to update the watershed tributary to the Hilldale Highview area.
- Utilizing the record information, perform site reconnaissance to verify and/or field edit existing conditions.
- Perform hydrologic analyses of the existing watershed to determine existing peak flow rates and volumes for the 1, 2, 10 and 25-year storm events.
- BETA will prepare a watershed map using Town of Smithfield GIS base mapping, which will depict the existing conditions and locations of flooding.
- Perform a skeleton (trunklines) hydraulic analysis of the closed drainage system to determine the capacity of the system as well as the storm event that can be conveyed without significant flooding. It should be noted that the Town shall provide the hydraulic characteristics (pipe size, material, inverts, flow direction, etc.) of the drainage system.

Task 2 – Identify Stormwater Mitigation Measures

BETA shall identify possible locations and types of stormwater mitigation measures that may be applicable in the project area. Considerations are as follows:

- Identify each alternative, including proposed drainage system layout modifications, if necessary.
- Coordinate with RIDOT for overlapping State Transportation Improvement Program (STIP) and/or Stormwater Control Plan (SCP) projects.
- Develop planning level conceptual construction cost estimates for each measure.
- Prepare technical memorandum summarizing the existing watershed conditions, the feasibility of each alternative along with the cost.
- Meet with Town staff to review and discuss possible measures.
- Address Town's comments and revise technical memorandum.

Schedule

The estimated time for completion of this project is eight weeks.

Assumptions/Limitations

In preparation of this scope of services, BETA assumes the following:

1. This analysis does not include the watershed south of Catherine Road.
2. This scope of work does not include preliminary design, final design or permitting of any kind. Such work, if necessary, will be conducted under a supplemental agreement.
3. Attendance at public meetings, workshops, or meeting with residents will not be required as part of this effort; meetings shall be with designated members of the Town staff.

Fee

BETA will complete the work described above for a lump sum fee of \$24,900. We will work closely with the Town to complete the project on time and on budget.



Mr. Gene Allen
February 12, 2024
Page 3 of 3

Agreement

This proposal may be accepted by signing the attached Client Authorization form and returning one copy with the accompanying terms and conditions to BETA.

Thank you for the opportunity to provide our engineering services to the Town. If you have any questions or require additional information on this matter, please contact Nicole Iannuzzi or me at 401-333-2382.

Sincerely,
BETA Group, Inc.



Steven J. Richtarik, PE
Vice President

Attachment: Client Authorization Form with Terms and Conditions





701 George Washington Hwy., Lincoln, RI 02865

<input checked="" type="checkbox"/> New Contract: Engineering Services	<input type="checkbox"/> Amendment No:	Date: 2/12/2024
Project Name: Highview Hilldale Watershed Study		Project Number:

Client Name & Address:	Fee Estimate:	Original Contract	Amended Contract to date	This Amendment	Total Contract Value
Town of Smithfield Department of Public Works 3 Spragueville Road Smithfield, RI 02917 Attn: Mr. Gene Allen	<i>Labor</i>	\$24,900	0	0	\$24,900.00
	<i>Expenses</i>	0	0	0	\$ 0.00
		0	0	0	\$ 0.00
	Total	\$24,900.00	\$ 0.00	\$ 0.00	\$24,900.00

Method of Payment:	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Time & Expenses <input type="checkbox"/> Other
Retainer: \$0.00	Estimated Term/Completion: 8 weeks
Project Description: Refer to the attached Proposal/Scope of Services dated February 12, 2024	
Scope of Services: Refer to the attached Proposal/Scope of Services dated February 12, 2024	
Services Not Included: Refer to the attached Proposal/Scope of Services dated February 12, 2024	
Items to be Provided by Client: Refer to the attached Proposal/Scope of Services dated February 12, 2024	

Please execute this Client Authorization for BETA to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to BETA.

<input checked="" type="checkbox"/> Subject to attached Terms & Conditions	<input type="checkbox"/> Subject to Terms & Conditions of BETA-Client Agreement
BETA Group, Inc.	Client Authorization
By: <i>Steven Richtarik</i>	By:
Print Name: <i>Steven Richtarik</i>	Print Name:
Title: <i>Vice President</i>	Title:
Date: 2/12/2024	Date:

BETA GROUP, INC.

TERMS AND CONDITIONS OF AGREEMENT

The engagement of **BETA Group, Inc. (BETA)** by the **Town of Smithfield**, hereinafter called the "CLIENT" is under the following terms and conditions. These terms and conditions, together with the Client Authorization for Professional Services shall comprise the entire Agreement between BETA and CLIENT.

1. Payment to BETA is the sole responsibility of signatory of this Agreement and is not subject to third party agreements or circumstances.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and a retainer of **\$0.00**.
3. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
4. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
5. Should it become necessary to use legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, BETA shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
6. Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to BETA within 45 days of the date of invoice, BETA may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until BETA has been paid in full all amounts due BETA and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

If BETA is performing services for the CLIENT under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. CLIENT acknowledges BETA's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services BETA shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, BETA shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

7. BETA agrees to purchase the following insurance during the term of this Agreement:
 - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
 - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.

- A comprehensive automobile liability insurance policy in the amount of \$1,000,000 per accident covering BETA and BETA 's employees or agents during the term of this Agreement.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.

Certificates of insurance will be furnished upon request. If the CLIENT requires additional insurance coverage, and it is available, CLIENT agrees to reimburse BETA for such additional expense.

8. BETA agrees to indemnify and hold harmless the CLIENT and its officers, and employees against judgments for damages, personal injuries and/or property losses sustained, to the extent caused by the negligent acts, errors or omissions of the ENGINEER, its employees, or subcontractors in connection with the PROJECT and/or under this AGREEMENT.
9. BETA shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of BETA.
10. BETA shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by CLIENT under this Agreement.
11. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless BETA, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
12. BETA's services will be performed on behalf of and solely for the benefit and exclusive use of CLIENT for the limited purposes set forth in the Agreement. CLIENT acknowledges that BETA's services require decisions which are not based upon science, but rather upon judgmental considerations. CLIENT may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of BETA.
13. In the performance or furnishing of professional services hereunder, BETA, and those it is contractually responsible for, will exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care"). BETA shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work. No other representation, express or implied, and no warranty or guarantee is included in or intended by this Agreement, or by any report, opinion, document, or other instrument of professional service.
14. BETA shall not be required to sign any documents, no matter by whom requested, that would result in BETA's having to certify, guaranty or warrant the existence of conditions whose existence BETA cannot ascertain. Any certification provided by BETA shall be so provided based on BETA's knowledge, information, and belief subject to the preceding sentence, and shall be given in BETA's professional opinion consistent with the Standard of Care. BETA shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

15. CLIENT hereby agrees that to the fullest extent permitted by law, BETA's total liability, including defense costs if required by this Agreement, to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries, claims, indemnity losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to BETA'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract shall not exceed the limit of the contracted fee or \$50,000 whichever is less.
16. One (1) copy of all final project documents (deliverables) shall be furnished by BETA to CLIENT. Final documents prepared by the BETA shall become the property of the CLIENT upon receipt of final payment by BETA. Any re-use of such documents without BETA'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to BETA or BETA'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for the purposes in connection with the PROJECT is not to be construed as an act in derogation of the BETA'S rights under this Agreement.

CLIENT agrees to indemnify and hold the ENGINEER harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer, or modification of said documents unless ENGINEER has provided written verification of suitability for the specific purpose intended.

If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including contract drawings and specifications ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.

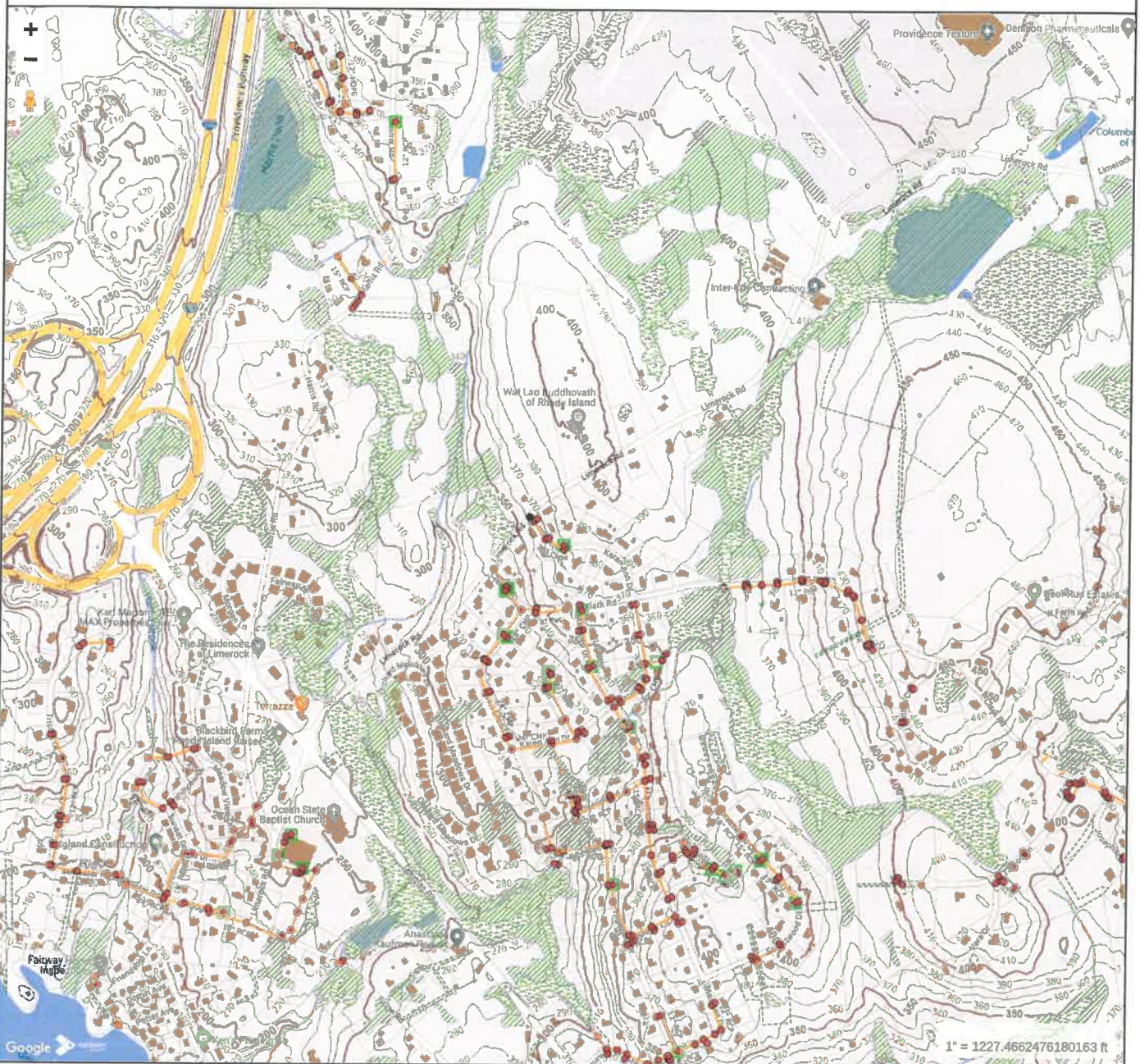
17. To the extent permitted by law, BETA retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer-generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized BETA representative. Subject to Term No. 17 above, BETA licenses to CLIENT the use of all written work products, including plans, specifications, calculations, and computer-generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.
18. Questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
19. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the CLIENT or BETA, or their employees, subconsultants, or subcontractors. Consequential damages

include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.

20. In entering into this Agreement, CLIENT has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and BETA.
21. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or BETA. BETA's services under this Agreement are being performed solely for the benefit of the CLIENT and no person or other entity shall have any claim against BETA because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the CLIENT and any employee, representative or consultant of the BETA. The CLIENT agrees that in the event of a dispute regarding this Agreement or the services rendered by ENGINEER hereunder, the CLIENT shall only seek recourse against BETA and waives any right to pursue a claim against BETA's individual directors, officers, or employees.
22. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by CLIENT as an additional amount due under this Agreement.
23. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Rhode Island.

End of Terms and Conditions

Highview Hilldale Estates Watershed



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Smithfield, RI makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 6/11/2021
Data updated 6/11/2021

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.



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: February 12, 2024
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent
CC: Randy R. Rossi, Town Manager
Caitlyn Choiniere, Finance Director
Scarlett Carreiro, Senior Center/Human Services Director

RE: Request for Proposal (RFP) # 240212 Smithfield Senior Center – Roof replacement & window and door repair.

SUBJECT:

The Smithfield Senior Center hereby requests that the Town Council authorize the advertisement of a new Request for Proposal (RFP) for Roof replacement and window and door repair. The roof, parts of which predate 2004, which is when the new addition was added, is now showing signs of damage and needs to be replaced soon. As part of the roofing project, there are some drafty windows and doors that do not operate as they should and are in need of repair and it makes sense address at the same time as the roof.

Roofing: The Senior Center roof has approximately 15,000 sq. ft. of roof to be replaced. It makes sense to replace the bocce court roof which is approximately 2,000 sq. ft. and is located at the rear of the Senior Center and the maintenance shed/garage roof which is approximately 750 sq. ft. and is located at the western edge of the parking area.

Windows: There are thirty (30) double hung exterior windows in the old wing of the senior center that need to be inspected, adjusted and have sashes that need repair to return the windows to smooth functionality.

Exterior Doors: There are nine (9) exterior doors that need repair. The doors will be inspected, adjusted and repaired. The doors will be inspected, thresholds and jambs are to be repaired and adjusted.

Following your approval, the RFP will be advertised in the newspaper and posted/advertised on the various websites used by the Town. 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.

ATTACHMENT/S:

RFP.

FINANCIAL:

Funding will be from a grant funded by the Office of Housing and Community Development.

MOTION:

That the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise (RFP) # 240212 Smithfield Senior Center – Roof replacement & window and door repair.

Town of Smithfield

Request for Proposals



RFP # 240212
Senior Center and Accessory Building – Roof Replacement,
Window and Door Repair

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Pages 10 - 11	Attachment A1 – Cost Proposal form

Introduction:

The Town of Smithfield is seeking qualified experienced contractors to provide several renovations to the Senior Center located at 1 William J. Hawkins Jr. Trail Smithfield, RI 02828.

The Town is looking for proposals to strip and reroof three (3) buildings at the Senior Center complex including the main Senior Center building (Approximately 15,000 sq. ft.), the bocce court roof (Approximately 2,000 sq. ft.) at the rear of the Senior Center and a maintenance shed roof at the western edge of the parking area (Approximately 750 sq. ft.). As part of this same project, we are looking to repair and adjust thirty (30) double hung exterior windows and repair, adjust and restore as necessary (9) exterior doors in the old wing of the Senior Center.

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 Wednesday, March 13, 2024 at which time all bids will be publicly opened and read aloud.

TOWN OF SMITHFIELD
RHODE ISLAND



Terms and Requirements for Request for Proposal

Item Description: **RFP # 240212 - Senior Center and Accessory Buildings – Roof Replacement & Window and Door Repair**

Date and Time to be **OPENED: Wednesday, March 13, 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 Town Purchasing Agent**, 64 Farnum Pike, Smithfield, RI 02917, during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read at the Town Hall Council Chambers, second floor, Town Hall.

Instructions

1. 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 **Town Purchasing Agent**, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI, 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “**NOT A BID**” written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED** WHEN APPLICABLE. Do not group items: price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **three copies** shall be submitted.
8. **There shall be a Mandatory Pre-Proposal Site Visit and Meeting to consider and qualify perspective responders on Wednesday, February 28, 2024 at 10:00AM at the Smithfield Senior Center located at 1 William J. Hawkins Jr. Trail Smithfield, RI 02828.**

TOWN OF SMITHFIELD
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 Rhode Island General Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. The Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website (www.smithfieldri.com/bids)
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be considered.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance shall be required of a successful 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.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37-13-1 et seq. as amended).
15. No goods should be delivered or work started without Notice from the Town.

TOWN OF SMITHFIELD

CONSTRUCTION AND SERVICE PROPOSAL TERMS

1. The Town of Smithfield will not consider any proposal unless it is accompanied by **one** of the following and deposited with the Finance Director as a guarantee that the Contract will be signed and delivered by the responder:

a. A CERTIFIED CHECK for **\$10,000**; OR

b. A Bid Bond in the amount of **Ten (10)** per centum of the proposed total price.

*** The amount of such check or bid bond shall be retained for use by the Town as liquidated damages on account for any such default.**

2. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
3. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
4. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with law or the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
5. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
6. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Section 29, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
7. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37-13-1 et seq. as amended).
8. 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 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.
9. The successful responder shall, prior to commencing performance under the contract, post a **Performance and Payment Bond** with a satisfactory surety company in a sum equal to one hundred per centum (100%) of the amount of the award contract.

TOWN OF SMITHFIELD

Proposal Specifics

I. INTRODUCTION

The Town of Smithfield is soliciting proposals from qualified contractor companies specializing in Building Renovations. The selected company should be experienced in roofing and experienced in window replacement. <https://www.beaconbid.com/solicitations/town-of-smithfield/open>

II. BACKGROUND

The Smithfield Senior Center started out a small structure, as the years went on there was a need to expand the Senior Center and in 2004 a new wing was added to the existing structure. We are now looking for a qualified company to strip and reroof the structure.

Part 1 of the project is replacing the Senior Center roof (approximately 15,000 sq. ft.) of roof to be replaced.

Part 1.a of the project is replacing the bocce court roof (approximately 2,000 sq. ft.) located at the rear of the Senior Center.

Part 1.b of the project is replacing the maintenance shed roof (approximately 750 sq. ft.), located at the western edge of the parking area.

Part 2 comprises inspection, adjustments and repair of sashes and hardware necessary to restore smooth function of 30 double hung exterior windows in the old wing of the senior center.

Part 3 calls for the inspection, adjustment and repair (9) exterior doors. Inspect, repair and adjust thresholds, jams and hardware as necessary.

III. AVAILABILITY

1. Bid specifications may be obtained through the Town of Smithfield's website at www.smithfieldri.com/purchasing.htm and on the Beacon Bid webpage at www.beaconbid.com/solicitations/town-of-smithfield/open lastly, on the BidNet Direct webpage: <https://www.bidnetdirect.com/private/buyer/solicitations?target=clear>.
2. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license or permit for other purposes.

IV. DEADLINES

The Purchasing Agent for the Town of Smithfield must receive **Five (5) copies** of the proposal no later than 10:00 AM on Wednesday, March 13, 2024. Any questions regarding this project can be directed to the Purchasing Agent via email to csantos@smithfieldri.gov. No vendor questions will be accepted after Wednesday, March 6, 2024 @ 4:00pm.

Once the Contractor is selected and a contract signed, the Contractor shall have sixty (60) calendar days to complete the scope of work as outlined below.

V. PAYMENT TO CONSULTANT(S)

Consultants will be paid monthly based on progress of the work. Each invoice shall be accompanied by a progress report indicating hours spent during the reporting period and provide a written description of the work accomplished.

Any extra work, which is outside the scope of this proposal, will be subject to review and approval and the execution of appropriate contract documents prior to performance of that work. Any work outside the scope of this proposal, which is performed prior to approval, will not receive compensation.

VI. SCOPE OF SERVICES

The scope of services will consist of all materials, equipment and labor for the following:

- 1) ROOFING- strip and reroof entire Senior Center roof approx.15,000 sq. ft., the bocce court roof at the rear of the Senior Center (approximately 2,000 sq. ft.) and a maintenance shed roof at the western edge of the parking area (approximately 750 sq. ft.).
 - a) Remove & Dispose of Existing Shingle Roof System.
 - b) Inspect Roof Decking, Replace Deteriorated Decking as Needed.
 - c) Remove roof heating system installed under shingles (Sr. Center roof only). Inspect and reinstall roof heating system and replace damaged parts as necessary.
 - d) Install 6ft of Ice & Water Barrier, Around Perimeter Of Roof & Valleys.
 - e) Install 1 Ply Rhino Felt Paper to Roof Decking.
 - f) Install Aluminum Drip Edge at Rakes & Eaves.
 - g) Re-Shingle using a 50 Year Architectural Roof Shingle.
 - h) Install Ridge Vent & Ridge Cap, as necessary.
 - i) Seal all Flashings, per Specifications of the Manufacturers.
 - j) Clean & Remove all Roofing Debris from Job Site.
 - k) Inspect gutters and downspouts repair any leaking sections and repair and replace any damaged pieces.
- 2) WINDOWS- Inspect, adjust and repair sashes and hardware necessary to restore smooth function of 30 double hung exterior windows in the old wing of the senior center.
 - a) (28) 36" x 60"
 - b) (2) 22" X 60"
- 3) DOORS- Inspect, adjust and repair (9) exterior doors and hardware. Inspect, repair and adjust thresholds, jams and hardware as necessary. All hardware to comply with latest ADA requirements:
 - a) (6 full lite) doors
 - b) (3 half lite)doors

VI. INSURANCE REQUIREMENTS

The selected Contractor shall be required to provide the Town of Smithfield with:

1. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) each occurrence.
2. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit.
3. Rhode Island Worker's Compensation and Employee's Liability Insurance in the amount of Five Hundred Thousand Dollars (\$500,000) each accident.
4. Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000).

VII. GENERAL REQUIREMENTS

1. There will be a **Mandatory Pre-Proposal Site Visit and Meeting** held on **Wednesday, February 28, 2024 at 10:00AM** at the Smithfield Senior Center, 1 William J. Hawkins Jr. Trail, Smithfield, RI 02828.
2. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.

3. Responders must guarantee that the services can be provided to the Smithfield Senior Center within the time specified in the proposal form.
4. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
5. Inquiries:
Inquiries concerning clarification on any portion of this RFP should be made via email to:

Carlos Santos
Purchasing Agent
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917
csantos@smithfieldri.gov

6. Cost Proposal to include the following:
 - i. The cost proposal should include the following information:
 - a. The responder shall submit Attachment "A" filled out completely.
 - b. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
 - c. The pricing shall remain for the duration of the contract.
 - ii. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff, support and professional employees.
 - iii. Background information regarding the specific individuals who will be responsible for running this project from your agency.
 - iv. List at least three (3) references of other clients that are non-profit organizations, include the name and telephone number of a person to contact.
 - v. List any prior services or products supplied to the Town of Smithfield.
7. Evaluation Criteria:
 - i. The proposals from the contractor(s) will be evaluated and the contractor(s) selected based on the following criteria:
 - ii. A description of the firm's background and relevant work experience as related to the proposal.
 - iii. Demonstrate knowledge and responsiveness to the proposal.
 - iv. Overall quality and responsiveness to the proposal.
 - v. Financial responsibility.
 - vi. Timeliness.
 - vii. Services offered.
 - viii. Understanding of the scope of the project.
 - ix. Experience of the consultant with similar type and size projects.
 - x. Personnel assigned to the project, resumes and hourly billing rates for the project personnel, including those of any consultant(s) who will be used in a joint venture.

- xi. Estimated lump sum fee to complete the Scope of Work, which follows under the Cost Proposal Form.
- xii. The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include the weighted criteria detailed above. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.

8. No vendor questions will be accepted after Wednesday, March 6, 2024 @ 4:00pm.

VIII. FINAL SELECTION

- i. The Smithfield Town Council will take final action as to whether to go forward with the project and select a firm after taking into account the recommendation submitted by the evaluation committee. Following the notification of the firm selected, it is expected a contract will be executed by the parties.
- ii. A firm’s submission of a proposal indicates acceptance of all the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted.

IX. TIMELINE

Request for Proposals Issued	February 21, 2024 at 4:00 pm
Pre-Proposal Site Visit & Meeting (Mandatory)	February 28, 2024 at 10:00 am
Deadline for questions from vendors	March 6, 2024 at 4:00 pm
Proposal Due Date and Opening	March 13, 2024 at 10:00 am
Evaluation Committee Recommendation	March 20, 2024
Town Council Meeting (Approval Vote)	April 2, 2024
Anticipated project completion date	May 31 , 2024

TOWN OF SMITHFIELD, RI



**ATTACHMENT A
COST PROPOSAL FORM**

AGREES TO RESPOND ON: RFP# 240212 Smithfield Senior Center-Roof, Window & Door Replacement	
DATE AND TIME TO BE OPENED: Wednesday, March 13, 2024 at 10:00 AM	
VENDOR NAME:	
VENDOR ADDRESS:	
CITY, STATE, ZIP:	
SOC. SEC. # OR FED. ID#:	

WHEREAS, the TOWN OF SMITHFIELD has duly asked for proposals for performance of services and/or supply of goods in accordance with the indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

This offer will remain open and irrevocable until the TOWN OF SMITHFIELD has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the TOWN OF SMITHFIELD will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

LUMP SUM: Roofing, Window & Doors Cost Proposal:

_____ \$ _____
(In words) (In figures)

ITEMIZED COSTS

1. ROOFING Senior Center - Cost:

_____ \$ _____
(In words) (In figures)

a. ROOFING Bocce Court - Cost:

_____ \$ _____
(In words) (In figures)

b. ROOFING Maintenance Shed - Cost:

_____ \$ _____
(In words) (In figures)

2. WINDOWS - Total Cost to Adjust & Repair 30 windows:

_____ \$ _____
(In words) (In figures)

a) Unit cost to adjust and repair each 36" x 60" window:

_____ \$ _____
(In words) (In figures)

b) Unit cost to adjust and repair each 22" x 60" window:

_____ \$ _____
(In words) (In figures)

3. DOORS - Total Cost to Adjust & Repair 9 exterior doors:

_____ \$ _____
(In words) (In figures)

CONTRACTOR INFORMATION

EMAIL: _____

PHONE _____ FAX _____

CONTACT PERSON NAME TITLE

AUTHORIZED SIGNATURE

Recommended Motion:

That the Smithfield Town Council hereby adopts a resolution to declare the Conference Room at the East Smithfield Neighborhood Center be named in honor of Private 1st Class William Demaine.

THE TOWN OF SMITHFIELD
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
RESOLUTION OF THE TOWN COUNCIL

WHEREAS, the Veterans of Balfour-Cole Post #64 have provided exemplary service to their country and the citizens of the Town of Smithfield, and have organized and performed events at our schools, cemeteries, and veterans' memorial sites. And,

WHEREAS, Private 1st Class William Demaine distinguished himself in World War 1 Expeditionary Forces and by being the originator and first supervisor of the Esmond Welfare Club, co-founder and first Commander of the Balfour-Cost Post #64, served the Town of Smithfield as Tax Collector and Deputy Sheriff, created recreational opportunities for youth, and introduced silent films, pool, and bowling to the now East Smithfield Neighborhood Center.

NOW, THEREFORE, BE IT RESOLVED, the Smithfield Town Council does hereby declare the Conference Room at the East Smithfield Neighborhood Center shall be named in honor of Private 1st Class William Demaine.

PASSED: February 20, 2024

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

Lyn M. Antonuccio, CMC
Town Clerk



WILLIAM DEMAINE
IN RECOGNITION OF HIS DEDICATION
AS A FOUNDER AND IN HIS MANY
LEADERSHIP ROLES WITH THE
1934 EAST SMITHFIELD WATER DISTRICT 1984