

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY June 4, 2024



SMITHFIELD TOWN COUNCIL MEETING SMITHFIELD TOWN HALL COUNCIL CHAMBERS 64 FARNUM PIKE

TUESDAY, JUNE 4, 2024

6:15 P.M. – EXECUTIVE SESSION 7:00 P.M. – OPEN SESSION

<u>6:15 P.M.</u> <u>EXECUTIVE SESSION</u>

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation and Section 42-46-5(a)(1) Personnel; to interview Albert E. Nani, III and Stefanie Howell for possible reappointment to a Town board or commission.

7:00 P.M. OPEN SESSION AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Gallagher Middle School 2024 Boys and Girls Track and Field Northern Division Champions.

VI. Minutes:

A. Move that the minutes of the May 21, 2024 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation, Rhode Island General Laws, Section 42-46-5(a)(2) Collective Bargaining: Local 2050, International Association of Firefighters, AFL-CIO MOA, and Section 42-46-5(a)(1) Personnel; to consider, discuss, and act upon the Chief of Police employment agreement and to interview Elizabeth Leach and Greg Guertin for possible appointment to a Town board or

- commission be approved as recorded and sealed.
- B. Move that the minutes of the May 21, 2024 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
 - A. Land Trust appointment with a term expiring in September of 2024.
 - B. Conservation Commission appointment with a term expiring in July of 2026.

VIII. Public Hearings:

A. Conduct a public hearing to consider and act upon amendments to the Code of Ordinances, Chapter 11 entitled "Boards and Commissions" sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

IX. Licenses:

- A. Consider, discuss, and act upon approving the annual renewal of one (1) Holiday Sales License, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Speedway, LLC d/b/a "Speedway #02821", 263 Putnam Pike
- B. Consider, discuss, and act upon approving one (1) One-Day Special Event License for Seven Cedars Farm for a "Summer Haunted Hayride", 20 John Mowry Road on the following date:
 - Saturday, July 13, 2024 from 6:00 p.m. to 10:30 p.m.
 - All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations, local ordinances and inspection from the Smithfield Fire Department.
- C. Consider, discuss, and act upon approving a new Peddler's License for WW Newport, LLC d/b/a "Wally's Hot Dog Cart", 250 West Main Road, Middletown, RI to sell hot dogs from a cart with RI Reg. # 12993-98092, subject to compliance with all State regulations and local ordinances.

X. Old Business:

A. Discussion concerning Greenville Library litigation and financial operations.

XI. New Business:

A. Consider, discuss, and act upon authorizing a Memorandum of Agreement between the Town of Smithfield and the Smithfield Fire Fighters Local 2050, International Associations of Fire Fighters, AFL-CIO.

- B. Consider, discuss, and act upon approving a Memorandum of Agreement between the Town of Smithfield and Smithfield Lodge No. 17, Fraternal Order of Police (FOP).
- C. Consider, discuss, and act upon rescinding a request for proposals for financial audit services for Fiscal Year 2024.
- D. Consider, discuss, and act upon authorizing a request for proposals for financial audit services for Fiscal Year 2024.
- E. Consider, discuss, and act upon rescinding the authorization to purchase purchase of one (1) 2024 International HV607 41,000 GVW Cab and Chassis in the amount of one hundred twenty-three thousand, four hundred, eighty-one dollars and eighteen cents (\$123,481.18).
- F. Consider, discuss, and act upon authorizing the Town Manager to enter into a Cooperative Procurement Contract, through the Metropolitan Area Planning Council as agent for the Greater Boston Police Council, for the purchase of one (1) new 2025 International HV507 SFA 50,000 GVW Cab and Chassis from Allegiance Trucks, LLC of Warwick, RI for the amount of one hundred forty-one thousand, fifty-two dollars and zero cents (\$141,052.00).
- G. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement MPA #91, for the purchase and installation of one (1) Swaploader from Dejana Truck and Equipment Companies of Smithfield, RI for the amount of sixty-three thousand, six hundred, eighty-one dollars and zero cents (\$63,681.00).
- H. Consider, discuss, and act upon rescinding a previously approved resolution to purchase one (1) one (1) 2024 International HV607 41,000 GVW Cab and Chassis in the amount of one hundred twenty-three thousand, four hundred, eighty-one dollars and eighteen cents (\$123,481.18).
- I. Consider, discuss, and act upon adopting a resolution to purchase one (1) new 2025 International HV507 SFA 50,000 GVW Cab and Chassis and a Swaploader for a total amount of two hundred four thousand, seven hundred, thirty-three dollars and zero cents (\$204,733.00).
- J. Consider, discuss, and act upon a bid award to furnish and install vape detector/sensors in two (2) school buildings on behalf of the School Department.

- K. Consider, discuss, and act upon a bid award for group life insurance on behalf of the School Department.
- L. Consider, discuss, and act upon a bid award for the purchase of two (2) mowers for the Parks and Recreation Department.
- M. Consider, discuss, and act upon a bid award for workers' compensation and employers' liability insurance on behalf of the School Department.
- XII. Public Comment.
- XIII. Adjournment.

AGENDA POSTED: May 31, 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.

PLEASE SEE EXECUTIVE SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, May 21, 2024 Place: Smithfield Town Hall

Time: 6:00 P.M.

Present:

Town Council President T. Michael Lawton Town Council Member Sean M. Kilduff Town Council Member Michael P. Iannotti Town Council Member Rachel S. Toppi Town Council Member John J. Tassoni, Jr.

Town Manager Randy R. Rossi Town Solicitor Anthony Gallone Town Clerk Lyn M. Antonuccio

I. President Lawton calls the Tuesday, May 21, 2024 Smithfield Town Council Meeting to order at 7:00 p.m.

At 6:00 p.m. a motion is made by Member Tassoni, seconded by Member Kilduff, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation, Rhode Island General Laws, Section 42-46-5(a)(2) Collective Bargaining: Local 2050, International Association of Firefighters, AFL-CIO MOA, and Section 42-46-5(a)(1) Personnel; to consider, discuss, and act upon the Chief of Police employment agreement and to interview Elizabeth Leach and Greg Guertin for possible appointment to a Town board or commission.

President Lawton reports that there was one vote taken in executive session. The council voted to unanimously approve the employment agreement of Deputy Police Chief Eric Dolan to Chief.

- II. President Lawton offers a prayer.
- III. Salute to the flag.
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Diversity, Equity, and Inclusion Task Force Recommendations Report.

Stanley Dorsey a Town resident representative serving on the DEI Taskforce reviews the taskforce's recommendation with members (see attached documentation). Mr. Dorsey explains the following: The DEI Taskforce met with the council over a year ago at a work session, and they came back with a report in November 2023. Guidance from Vice President Iannotti was to return with a more formal suggestion. This presentation consists of suggestions as to what the next steps might be for what was initially established as taskforce based on some of the events the Town experienced several years ago.

B. Receipt of the Budget and Financial Review Board's Recommended Fiscal Year 2025 Budget.

Page 2 Town Council Meeting May 20, 2024

Town Manager Rossi explains the following: The BFRB initially submitted their budget to the council as their portion of the budget process on May 15, 2024. The receipt of the budget, formally, will be this evening. There will be a work session between the BFRB and the council on Wednesday, May 29, 2024. Later on this agenda, the council will be scheduling a public hearing on Tuesday, June 18, 2024 for consideration of this budget.

VI. Minutes:

A. Move that the minutes of the April 29, 2024 work session meeting be approved as recorded.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the April 29, 2024 work session meeting be approved as recorded. **Motion is approved by a 4/0 vote.** *President Lawton abstains.*

B. Move that the minutes of the May 7, 2024 executive session meeting held pursuant to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(2); Existing Litigation, Joseph Ricci and Custom Construction Services, LLC, v. Town of Smithfield, et al. be approved as recorded and sealed.

Motion is made by Member Tassoni, seconded by Kilduff, that the minutes of the May 7, 2024 executive session meeting minutes be approved as recorded and sealed.

C. Move that the minutes of the May 7, 2024 open session meeting be approved as recorded.

Motion is made by Member Tassoni, seconded by Member Toppi, that the minutes of the May 7, 2024 open session be approved as recorded. **Motion is approved by a 5/0 vote.**

VII. Consider, discuss and act upon the following possible appointments and reappointments: None

VIII. Public Hearings:

A. Schedule a public hearing on June 18, 2024 on the proposed Fiscal Year 2025 Budget.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby schedules a public hearing on June 18, 2024 on the proposed Fiscal Year 2025 budget. **Motion is approved by a unanimous 5/0 vote.**

B. Schedule a public hearing on June 18, 2024 to consider and act upon amendments to the Code of Ordinances, Chapter 11 entitled "Boards and Commissions sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

Page 3 Town Council Meeting May 20, 2024

Vice President Iannotti explains the following: The purpose of this amendment is to adopt a Smithfield Code of Ethics to supplement the RI Code of Ethics. This part of a series of proposals to promote good government which includes the enhanced public comment ordinance, of which there is a public hearing scheduled for the next meeting. Also an amendment to the Town Council Rules of Procedure to encourage greater public input to their decisions. This will be discussed later this evening.

The Smithfield Code of Ethics would prohibit the following:

- Prohibit a public official from using his office to benefit himself/herself or any business associate.
- No elected official shall accept any gift, thing, favor, membership, tickets, loans, or promise that exceeds \$100 that would not be offered or given to him or her if he or she were not an elected official.
- Any Board or Commission member who has received any gift, thing, favor, membership, tickets, loan, campaign contribution, or promise that exceeds \$100 from any applicant seeking relief from said Board or Commission within the eighteen (18) months prior to the hearing on said application, shall recuse himself or herself from voting on said application (this provision applies mostly to quasi-judicial boards such as the Planning Board and Zoning Board).
- The Town Manager, Department Directors, and Deputy Directors of the Town of Smithfield shall not testify as paid experts in any proceedings outside of their official Town duties.
- No elected official or appointed official shall directly or through any other person threaten to use their position to gain an advantage over an individual or group of individuals with which they have a property, contractual, or other form of financial dispute.
- No elected official or appointed official shall directly or through any other person
 threaten or intimidate or retaliate against any Town employee or other person who may
 file an ethics complaint against the official; no elected or appointed official shall directly
 or through any other person, social media, or business entity threaten or intimidate or
 retaliate against any Town employee or other person who may notify members of the
 press about possible wrongdoing under terms of this chapter or the Rhode Island Code
 of Ethics.

Vice President Iannotti reminds the members that this Code of Ethics would be in addition to the Code of Ethics that is now followed, as well the Rhode Island Code of Ethics.

Page 4 Town Council Meeting May 20, 2024

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby schedules a public hearing on June 18, 2024 to consider and act upon amendments to the Code of Ordinances, Chapter 11 entitled "Boards and Commissions" sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti. **Motions is approved by a unanimous 5/0 vote.**

C. Schedule a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 2 entitled "Definitions".

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby schedules a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 2 entitled "Definitions". **Motion is approved by a unanimous 5/0 vote.**

D. Schedule a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 3 entitled "Nonconformance".

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby schedules a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 3 entitled "Nonconformance". **Motion is approved by a unanimous 5/0 vote.**

E. Schedule a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 4 entitled "Use Regulations".

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby schedules a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 4 entitled "Use Regulations". **Motion is approved by a unanimous 5/0 vote.**

F. Schedule a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 6 entitled "Supplementary Regulations".

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby schedules a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 6 entitled "Supplementary Regulations". **Motion is approved by a unanimous 5/0 vote.**

G. Schedule a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 10 entitled "Administration, Enforcement and Relief".

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby schedules a public hearing on June 18, 2024 to consider and act upon Zoning Ordinance amendments to Article 10 entitled "Administration, Enforcement and Relief". **Motion is approved by a unanimous 5/0 vote.**

Page 5 Town Council Meeting May 20, 2024

H. Conduct a public hearing to consider and act upon the approval of outdoor seating and bar service for The Orchard Grille, Inc. d/b/a "The Orchard Grille", located at 132 Pleasant View Avenue, as applied, subject to compliance with all State regulations and local ordinances.

President Lawton declares the public hearing open.

Debra Carter, 127 Pleasant View Avenue, explains the following: Her entrance/exit is directly across from this establishment, and this establishment has driveways on both sides. This is already a bad area, and when you pull out and take a left, you cannot see. When you decide to pull out, you need to go and cannot hesitate. She is not opposed to this, however, this is approved they should take a look at the traffic situation as it is dangerous.

Vice President Iannotti suggests having the Traffic Safety Commission review this. Member Kilduff states that as the liaison for the commission, he would help Ms. Carter fill out the Traffic & Safety Commission form to get process going.

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

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve outdoor seating and bar service for The Orchard Grill, LLC d/b/a "The Orchard Grille", 132 Pleasant View Avenue, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

- I. Conduct a Show Cause hearing to consider, discuss, and act upon the possible suspension, revocation, or other sanction regarding the listed Mobile Food Truck Licenses due to non-renewal or non-compliance with the conditions of renewal:
 - 1. Farm to Sandwich, LLC d/b/a "Farm to Sandwich", 14 Abbott Street, Cranston
 - 2. On the Rhode Café, LLC d/b/a "On the Rhode Café", 73B Gene Allen Road, Foster

President Lawton questions the status of these licenses. Town Clerk Antonuccio states that she still has not received any paperwork. President Lawton also questions if they have been notified. Town Clerk Antonuccio states that they have both been notified.

Solicitor Gallone states that their license has expired, therefore, they carry no license.

Member Toppi questions how many violations they have had. Town Clerk Antonuccio states they are fairly new and neither have any violations.

Vice President Iannotti questions why a show cause hearing is held if the license has expired. Solicitor Gallone states they would need to file a new application. Solicitor Gallone does not feel that there is a need for the council to take any action because there is no license pending.

- J. Conduct a Show Cause hearing to consider, discuss, and act upon the possible suspension, revocation, or other sanction regarding the listed Holiday Sales Licenses due to non-renewal or non-compliance with the conditions of renewal:
 - 1. The Sevingy Group, LLC d/b/a "Smithfield Fitness", 970 Douglas Pike
 - 2. Speedway, LLC d/b/a "Speedway #02821", 263 Putnam Pike

"Speedway" - Eric Poulin, 1 Dix Avenue, representing "Speedway" explains that they "dropped the ball", and the license has since been expedited.

Town Clerk Antonuccio explains that "Speedway is now current, and this will be placed on the June 4, 2024 agenda for renewal.

"Smithfield Fitness" – Vice President Lawton states that this establishment is a "repeat offender". Town Clerk Antonuccio states that they are repeat offenders and they have failed to pay their tangible taxes.

Member Toppi questions if they have had a tax issue in the past. Town Clerk Antonuccio confirms that they have had tax and Retail Sales Permit issues in the past.

Member Tassoni questions if this establishment is currently operating. Town Clerk Antonuccio confirms that they are operating. Member Tassoni states that they need to be closed.

Member Toppi also questions how many times they have appeared before the council. Town Clerk Antonuccio states that they have appeared before the council in 2020, 2021, and 2022.

Solicitor Gallone states they are currently operating without a license.

Town Clerk Antonuccio reminds the council members that this is a Holiday License, not a license for the gym itself. Solicitor Gallone states that they cannot open on holidays.

President Lawton questions how this will be enforced. Town Manager Rossi explains that a letter will need to be drafted by the Clerk's Office which will then be sent to the Solicitor for review. Town Manager Rossi further explains the letter will be provided to the police department, and they will have to check if the establishment is operating on a holiday.

XI. Licenses:

A. Consider, discuss, and act upon approving a new Victualling License for AJL, LLC d/b/a "New England Frozen Lemonade," 3 Austin Avenue, Unit A, as applied, subject to compliance with all State regulations, local ordinances, and a Certificate of Occupancy from the Building/Zoning Official's Office.

Page 7 Town Council Meeting May 20, 2024

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve a new Victualling License for AJL, LLC d/b/a "New England Lemonade", 3 Austin Avenue, Unit A as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Occupancy from the Building Official/Zoning Official's Office. **Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon approving the annual renewal of one (1) Massage Establishment License, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Rhonda Rohelia d/b/a "Soothing Touch Spa", 180C Pleasant View Avenue

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve the annual renewal of one (1) Massage Establishment License, as applied, subject to compliance with all State regulations and local ordinances:

1. Rhonda Rohelia d/b/a "Soothing Touch Spa", 180C Pleasant View Avenue

Motion is approved by a unanimous 5/0 vote.

- C. Consider, discuss, and act upon approving the annual renewal of one (1) Massage Therapy License, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Rhonda Rohelia working at "Soothing Touch Spa", 180C Pleasant View Avenue

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of one (1) Massage Therapy License, as applied, subject to compliance with all State regulations and local ordinances:

1. Rhonda Rohelia working at "Body Grateful Day Spa", 180C Pleasant View Avenue

Motion is approved by a unanimous 5/0 vote.

- D. Consider, discuss, and act upon approving the annual renewal of two (2) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. DK Convenience, LLC d/b/a "DK Convenience", 200 Pleasant View Avenue, Unit 3
 - 2. Premium Brands Opco, LLC d/b/a "Loft #", 371 Putnam Pike

Page 8 Town Council Meeting May 20, 2024

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of two (2) Holiday Sales License, as listed, as applied, subject to compliance with all State regulations and local ordinances.

- 1. DK Convenience, LLC d/b/a "DK Convenience", 200 Pleasant View Avenue, Unit 3
- 2. Premium Brands Opco, LLC d/b/a "Loft #734", 371 Putnam Pike.

Motion is approved by a unanimous 5/0 vote.

- E. Consider, discuss, and act upon the annual renewal of one (1) Peddler's License, as applied, subject to compliance with all State regulations and local ordinances
 - 1. A & W of Rhode Island, Inc. d/b/a "A & W", to sell Christmas Trees, plants and flowers, 460 Putnam Pike

Motion is made by Member Kilduff, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of one (1) Peddler's License, as applied, subject to compliance with all State regulations and local ordinances.

1. A & W of Rhode Island, Inc. d/b/a "A & W", to sell Christmas Trees, plants and flowers, 460 Putnam Pike

Motion is approved by a unanimous 5/0 vote.

F. Consider, discuss, and act upon approving a request for outdoor seating for CAVA Mezze Grille, LLC d/b/a "CAVA", located at 473 Putnam Pike, Suite A2, subject to compliance with all State regulations, local ordinances and letter requesting outdoor seating.

Member Toppi questions there currently being flowers in front of this establishment, and if this would be located in the front because there is a table there. Town Clerk Antonuccio confirms that outdoor seating would be in front of the restaurant.

Member Tassoni reminds Town Manager Rossi to check on the ballasts there. Town Manager Rossi suggests adding this to the motion.

Vice President Iannotti states that under the new ordinance, the addition of outdoor seating requires bollards.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve a request for outdoor seating to be added to their current Victualling Only License, located at 473 Putnam Pike, Suite A2 subject to compliance with all State regulations, local ordinances, letter requesting outdoor seating, and reviewing the bollards prior to the issuance of the license. **Motion is approved by a unanimous 5/0 vote.**

- G. Consider, discuss, and act upon approving the annual renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Baby Duck, LLC d/b/a "Tacofied", to sell tacos and homemade potato chips from a truck with RI Reg. # 85432, 38 Dean Avenue, Johnston, RI

Motion is made by Member Tassoni, seconded by Member Kilduff, 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. Baby Duck, LLC d/b/a "Tacofied", to sell tacos and homemade potato chips from a truck with RI Reg. 85432, 38 Dean Avenue, Johnston, RI

Motion is approved by a unanimous 5/0 vote.

- H. Consider, discuss, and act upon approving one (1) One-Day Special Event License for Roots Heaven Farm, LLC for a "Yoga Event", 540 Douglas Pike on the following date:
 - Saturday, June 15 2024, Yoga Event to be held from 10:00 a.m. to 12:30 p.m., with a rain date of Saturday, June 22, 2024

All special event licenses for Roots Heaven Farm, LLC are subject to compliance with all State regulations, local ordinances and a final tent inspection by the Smithfield Fire Department.

Cinzia Uriati representing "Roots Heaven Farm" explains the following about this event: This is a pop-up yoga event, and there will be five (5) different instructors offering different types of yoga. The yoga offered will be yoga with goats, power yoga, yoga with puppies, mindful yoga, and stretch yoga. After the yoga classes, sound healing in the lavender field will be offered. Guests are welcome to stay after the event to snuggle with the goats.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve one (1) One-Day Special Event License for Roots Heaven Farm, LLC for a "Yoga Event", 540 Douglas Pike on the following date:

• Saturday, June 15, 2024 to hold a "Yoga Event", from 10:00 a.m. to 12:30 p.m., with a rain date of Saturday, June 22, 2024.

All Special Event Licenses for Roots Heaven Farm, LLC are subject to compliance with all State regulations, local ordinances and final tent inspection from the Smithfield Fire Department.

Motion is approved by a unanimous 5/0 vote.

Page 10 Town Council Meeting May 20, 2024

I. Consider, discuss and act upon approving a new Victualling License for Early Eats, LLC d/b/a "Early Eats," 345 Waterman Avenue, Unit B, as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health and a Certificate of Occupancy from the Building/Zoning Official's Office.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council approve a new Victualling License for Early Eats, LLC d/b/a "Early Eats", 345 Waterman Avenue, Unit B as applied, subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health and a Certificate of Occupancy from the Building/Zoning Official's Office. **Motion is approved by a unanimous 5/0 vote.**

X. Old Business: None

XI. New Business:

A. Consider, discuss, and act upon authorizing a request for proposals for Senior Center parking lot repairs.

Senior Center Director Scarlett states the following: The Senior Center is looking to put out a proposal for paving and crack sealing in the various parking lots at the center. The Community Development Block Grant will be used.

Motion is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorizes the Purchasing Agent to advertise RFP #240508 Smithfield Senior Center – parking lot repairs, utilizing funds from a grant funded through the States/Small Cities Community Development Block Grant from the Office of Housing and Community Development, a State Agency. **Motion is approved by a unanimous 5/0 vote.**

B. Consider, discuss, and act upon authorizing a request for proposals for landscape services at three (3) school locations subject to Town Solicitor approval.

Director of Building and Grounds Angelo Mencucci explains the following: The RFP before the council this evening is completely grant funded through RIDE in the amount of \$141,000. For a top view, RIDE also provided OPM services and architectural services with this grant at no charge. This is to provide outdoor classroom environments subject to growing areas. Old County Road School has a temporary area to be used until this is put into place. This will be located at all three (3) elementary schools.

Vice President Iannotti questions what the SBA Capital is. Director Mencucci states that this is what RIDE calls their Capital Fund.

Vice President Iannotti also questions if this is state money that will be used. Director Mencucci confirms that state funds are being used.

Page 11 Town Council Meeting May 20, 2024

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes the advertisement of the RFP 240510 Landscape Services at three (3) locations, subject to Town Solicitor approval, and School Committee approval at their meeting at 6:00 p.m. on Monday, May 20, 2024. **Motion is approved by a unanimous 5/0 vote.**

C. Consider, discuss, and act upon authorizing a request for proposals for roof replacement at the Department of Public Works Garage.

Director of Public Works Gene Allen explains the following: He was before the council recently to request an RFP, and the bids received were considerably higher compared to what was budgeted. The RFP was revised for a different/or equal product and looked at the warranty requirements.

Vice President Iannotti questions if the amount of \$60,000 that was budgeted for this project. Director Allen states that he budgeted \$125,000 for this project.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council authorize the Public Works Director to advertise a Request for Proposals for roof replacement services at 3 Spragueville Road subject to legal counsel review. **Motion is approved by a unanimous 5/0 vote.**

D. Consider, discuss, and act upon authorizing Change Order Requests #19, #20 and #21 to J.G. Edwards Construction for Phase 1B renovation work at the East Smithfield Neighborhood Center in an amount not to exceed five thousand, two hundred and seventy-three dollars and zero cents (\$5,273.00).

Town Manager Rossi explains the following: These three (3) Change Orders are for small changes that came up as they were in the field. They would be to add initial components to the center, and would be accomplished now under the current contract Change Order, and the bigger items will be addressed with the RFP.

Vice President Iannotti questions if this is part of the grant money. Town Manager Rossi confirms this is grant money.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes Change Order Requests #19, #20, and #21 to J.G. Edwards Construction for Phase 1B renovation work at the East Smithfield Neighborhood Center in an amount not to exceed five thousand, two hundred seventy-three dollars and zero cents (\$5,273.00). **Motion is approved by a unanimous 5/0 vote.**

E. Consider, discuss, and act upon adopting a resolution to amend the Rules of Procedure for the Smithfield Town Council sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

Vice President Iannotti explains the following: This is an amendment to the council's Rules of Procedure relative to their consideration of third-party proposals. When the council receives a proposal from a third-party, it would be introduced to the council as a presentation only.

Page 12 Town Council Meeting May 20, 2024

Afterwards, the council would decide whether to schedule the proposal for a final vote and whether it should be treated as regular agenda item or a public hearing. This will allow the Town Manager and Solicitor time to prepare a final plan which would include performance obligations of the parties, resolution of any legal or insurance issues, drafting of contracts, Memorandum of Understanding (MOU), and perhaps a detailed analysis of the financial impact of the proposal.

The completed package would then be submitted to the council for a final vote at a subsequent meeting. The second sentence, was removed because it appeared that the council wanted an additional meeting. This sentence was in the original. The proposal was only before the council on two (2) occasions; the presentation level and the final vote once the package is completed.

Without this, the council is in a situation where the Town Manager does not know how they feel about some of the proposals because they cannot be discussed under the Open Meetings Act unless there is a meeting. If the council is opposed to a proposal, the Town Manager will end up doing a great deal of work for nothing.

This way of proceeding will save the council time and will ensure that the package is complete before a final vote is made.

Member Toppi thinks it is important to have this because the council needs an organized and fair process for all involved, and everyone knows what to expect. Member Toppi also feels that this gives the public time to learn about what is being proposed, and they can have a voice if they wish.

Member Toppi states that after the last meeting many people reached out to her asking if they could voice their opinion at a hearing.

President Lawton states that he is not in favor of this. President Lawton further states, that in his mind, this is "over government". President Lawton also states that this is his eighth year on the council, and Town Manager Rossi has done a great job of placing items on the agenda that he feels the council can have a discussion about.

President Lawton explains that Vice President Iannotti mentioned time, and it is going to take time, however, this is also a public meeting.

Vice President Iannotti states that there would not have to be a public hearing. President Lawton feels that this is too much.

Member Toppi states that the Town Manager has to put an item on the agenda if requested by a council member, which protects his position if there is not a complete package. Member Toppi further states that, ultimately, it makes him look bad. Member Toppi also states that this amendment helps everyone, and those people who may not necessarily know what they needed to bring will now be aware.

Member Toppi explains this will make things more transparent, and lay out what the council expects to be before them to make educated decisions.

Page 13 Town Council Meeting May 20, 2024

Thomas Hodgkins, 200 Farnum Pike, feels that the council should also take into consideration that if the information is not provided in the packet, there will not be anything the public can review before the meeting and determine if they have a position on it. Mr. Hodgkins states that there may be information that is given to members individually before the meeting, but the public does not know about that information.

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby adopts a resolution to amend the Rules of Procedure for the Smithfield Town Council sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti. **Motion fails with a 2/3 vote**. *President Lawton, Member Tassoni, and Member Kilduff vote nay*.

F. Discussion concerning Greenville Library litigation and financial operations.

*This matter has been tabled.

XII. Public Comment:

Thomas Hodgkins, 200 Farnum Pike, states the following: At the last council meeting there was an issue with regard to the school athletic project about the OPM contract that had doubled in price. The council was given a one (1) page contract addendum for doubling price with no explanation and no invoices or whether the invoices had been billed on that. He asked questions during that hearing and did not receive an answer. Some of the questions were why did the contract double in price and whether the Town or School Department had received invoices for any of the \$50,000 in work that was requested. None of the Town representatives here, the School Department, or the Superintendent felt the need to answer.

He sent an APRA request to the Town and to the School Department to try to figure out what was going on. Of documents that were produced, he did not see any that lays out reason or explanation as to why the contract doubled in price. He received brief meeting minutes that stated this was for the concession stand which does not explain, with any satisfaction, why the contract would double in price. From what he understands, the concession stand got smaller not bigger, therefore, why would the contract double in price.

With respect to the invoices, representatives here refused to answer whether they received invoices. The documents he received from the School Department indicated that they had received invoices (October 2023 for extra work, November 2023 for extra work out of contract, December 2023 for extra work out of contract, January 2024 for extra work out of contract, February 2024 for extra work out of contract, March 2024 for extra work out of contract, and April 2024 for extra work out of contract). This was work the School Department was seeking approval for at the last meeting to pay these invoices. The invoices show, of the \$50,000 increase that was requested, \$43,000 had already been billed against it. This was never approved by the council.

With respect to the timing of that, the council was told at the last meeting, basically, that "you have to approve this tonight or the OPM might walk off the job". The work had already been approved by the School Department, however, they did not have approval to authorize it. He is not sure why the OPM would walk off the job.

Page 14 Town Council Meeting May 20, 2024

The Town was sent the contract addendum on February 9, 2024. He does not see any reason why the contract addendum, which specifically had to do with the concession stand, was not placed on the February meeting agenda with the "no bid" \$750,000 concession stand.

There did not seem to be any urgency for getting this before the council. There had already been several months of this being billed without council approval. There was also a Boyle subcommittee meeting scheduled for March 7, 2024, and on that agenda was supposed to be the \$50,000 contract addendum. He questions why that meeting did not take place.

The emails produced by the Town indicate that the Superintendent recommended that this meeting not go forward. If it was so urgent that the council had to vote on it at their meeting, why did that March 7, 2024 meeting not go forward?

The email from the Superintendent was not produced from the School Department; it was produced by the Town. He guesses it must be an oversight. The other representative from the School Department did not find the email.

When this council allows this type of thing to happen, it is aggregating the council's power and taking away the voice of the voters. It is allowing Town representatives, who are not elected, who are not accountable, and do not have authority to make decisions, to make decisions they do not have the authority to make.

In a couple of weeks the council will vote to increase taxes, and he does not think the Town can afford to do capital projects like this with an "open checkbook". There were similar issues that arose with the bond for the elementary schools where the Town faced significant Change Orders at the end of the project, and this cost the voters money. The voters expect a basic level of transparency on capital projects, and the Town representatives will be forthcoming on the spending regarding those projects especially at Town meetings.

Jeffrey Leblanc, 69 Williams Road, states the following: If the council takes any part of their presentation into consideration moving forward, he hopes that they will keep in mind the whole history of that taskforce, and its lack of results. He has been attending their meetings regularly for the past two (2) years, and he hears a great deal of excuses. Excuses such as lack of funding and the structure put in place. This was such an essential group that was put together to do what?

They have produced basically no results, and tonight it sounded like they are failing upwards. There important work has yielded no results whatsoever.

He challenged representative from the high school after a work session letting him know that to quiet cynics like him, they need to show results. The representative stated that is part of the purpose of this, but their existence in the Town is the only thing that matter. If their existence is the only thing that matters, tie them to Town government forever.

He thinks that DEI is a failed experiment, and we are seeing a shift nationwide. If we were to fund an equity audit, you would be basically bringing in a "race hustler" to look underneath the Town that they don't know, under a microscope whose lenses is strictly race and gender.

Page 15 Town Council Meeting May 20, 2024

The country and the Town have made legitimate progress by not changing the focus of the lenses to stop looking through race and gender, the focus of the lenses is not the problem. The lenses is the problem. Now we are looking to pay someone to come in and create more problems, and you will regret even having done it once that door is opened.

The privatization of a DEI group was pushed by Town Manager Rossi at the last few meetings, and he feels that benefits them as a whole. They will be free do whatever they choose, with whomever they choose, and they are not restricted by the laws, which they have not always followed over the years.

Some of the work that they did outside of the taskforce was not voted on. They were rogue projects, and they can plead ignorance, but ignorance is not an excuse when you are tied to Town government.

With respect to transparency, the taxpayers have a right to know what is going on, and they have not always afforded "us" to keep a watchful eye. He hopes the push it to privatize this group. This is not personal to Mr. Dorsey who did a very good job presenting, and he is a good man of character.

Some members of the group have not always acted in the same way, and he fears the council will get more of the same and see the lack of respect, inclusion, and equity.

Kenneth Sousa, 2 Williams Road, states the following: We have seen capital projects at every level of the country, go awry.

He has been blocked getting information he requested with the same kind of obscurity that Mr. Hodgkins has done. The visit to the schools was interesting, and the things he saw, they have seen in the proposal. Transparency is a big part of it, as is rushing through things. While he appreciates the vote that was taken a while ago, sometimes things need to slow down to ensure the right decisions are made.

The BFRB can only do so much, and deliberate discussions have taken place. He is concerned because the Town has a huge capital negative in terms of projects. Fiscal prudence means fiscal prudence, and we have all taken an oath of fiduciary responsibility. You must treat the money as if it were your own.

XIII. Adjournment:

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

M	leeting adjourns at 8:10 p.m.
	Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby authorizes amendments to the Code of Ordinances, Chapter 11 entitled "Boards and Commissions.

AN ORDINANCE AMENDING CHAPTER 11 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED "BOARDS AND COMMISSIONS" BY ADDING THERETO ARTICLE III, SECTION 11-8 ENTITLED "PUBLIC PARTICIPATION AND COMMENT".

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

<u>Section 1</u>. Chapter 11 of the Smithfield Municipal Code is hereby amended to read as follows:

§11-8 Public Participation and Comment.

All boards, commissions, committees, or subcommittees thereof of the Town of Smithfield, including the Town Council, except in closed and executive session, shall permit public comment during consideration of docketed items that is limited to the subject matter of the docketed item. There shall also be a public comment period for undocketed items on each docket/agenda for each regular meeting or special meeting of each governmental body.

The presiding officer for each body may set reasonable time limits on how long any individual may speak. Comments shall be limited to matters that fall within the jurisdiction of each respective public body. The rules for speaking during the comment period should appear directly on the docket/agenda of each respective governmental body.

Section 2. Legislative Purpose.

The purpose of this section is to promote government transparency and accountability by encouraging residents to participate in public meetings, thereby providing a forum for them to provide input including the expression of any concerns they may have regarding the Town government.

Nothing within this ordinance shall prohibit any public body, or the members thereof, from responding to comments initiated by a member of the public during a properly noticed open forum even if the subject matter of a citizen's comments or discussions were not previously posted, provided such matters shall be for informational purposes only and may not be voted on except where necessary to address an unexpected occurrence that requires immediate action to protect the public or to refer the matter to an appropriate committee or to another body or official.

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

APPROVED AS TO FORM AND LEGALITY:
Anthony M. Gallone, Jr.
TOWN SOLICITOR

ADOPTED:
T. Michael Lawton
TOWN COUNCIL PRESIDENT
Lyn M. Antonuccio
TOWN CLERK



Memorandum

DATE: May 29, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Holiday Sales License for the June 4th Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

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

APPROVAL STATUS:

Applications are complete for approval by the Town Council.

RECOMMENDED MOTION:

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

1. Speedway, LLC d/b/a "Speedway #02821", 263 Putnam Pike



Memorandum

DATE: March 29, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for Seven Cedars Farm for the June 4th Town Council Meeting

BACKGROUND:

John Emin, Jr. owner of Seven Cedars Farm, has applied for one (1) One-Day Special Event License to hold a "Summer Haunted Hayride" to take place at Seven Cedars Farm, 20 John Mowry Road.

TOWN REVENUE:

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

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No record
Letter describing events planned
Diagram of parking
Special Event License Checklist
Proof of Insurance

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for "Summer Haunted Hayride", 20 John Mowry Road on the following date:

• Saturday, July 13, 2024 from 6:00 p.m. to 10:30 p.m.

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations, local ordinances and inspection from the Smithfield Fire Department.

TOWN OF SMITHFIELD OFFICE OF THE TOWN CLERK LICENSE APPLICATION

FEE: \$50.00 Per Day

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

PLEASE PRINT: Note: Please fill in	ATT A		
	n ALL the necessary information.		
Date of Application:			
Type of License:	SPECIAL EVENT	Check One: New (☑) Renewal (☐]) Transfer()
Name of Applicant:	John Emin Jr	(L	,
Resident Address:	7 John Moury Ro	Business Address 20 John	Plat
Operating Under Trade Name of:	Seven redars Fai	Resident	Business
If incorporated, fill in		Telephone:	Telephone 401-203-7-
Pres., Sec., Treas.)	moodsaly information: State: Title, Da	te of Birth, Partner's/Owner's (Other than	person applying) (Pres., Vice
Name:	Address:	Title:	
Name:	Address:		DOB
Name:	Address:	Title:	DOB
Describe operation of		Title:	DOB
		Hours of Operation:	
	16	33 operation,	
Signature of Applicant:	X John F. Omen la.	Title: K	WNER
Applies to business esta	ablishments only:	<u> </u>	
		ergency/person to contact	
Name: Soth Ev	2010 10 101	loa e I	
1.1	Address: 10 Joh	n Mary 12d Phone	: 401-837-7193
Vame: 0000	EMIN Address: 7 Juh	n Myung Rd Phone	: 401.263-7330
	1 11 /	U	
alia Chi s	for O	fficial Use Only	
olice Chief:	1.12/au /	Fire Chief:	Nin
uilding Official: <u>\</u> I Dept.		Owner of premises:	Dolas Fl Emino
Health:		7//	Jan Amort
t a meeting of the Smit	hfield Town Council, held on	6/4/24	Valley of the second
) Approved (Date	the above stated application was:
) Denied License	#: ? O	

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

POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 5-9-24

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LAST		FIRST	MIDDLE
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4. CURRENT A	ADDRESS	5. NAN	ME OF BUSINESS
FARM			HA MOWLY RO. SMITHFIELD
6. TYPE OF BU	JSINESS		SINESS ADDRESS
	SINCORPORATED	IF SO,	LIST OFFICERS
401-263-7		401-2	143 -7336
9. BUSINESS PI	HONE	10. HOME F	
11. List below eac	777		g with your current address:
11. List below each	To: Mo./Year	St. No. & Name	g with your current address: City & State
11. List below eac	ch address which you have	e maintained beginnin	g with your current address:
11. List below each From Mo./Yr. /968 12. Have you even If the answer to q	To: Mo./Year CURRENT	St. No. & Name F VOHN MOUNT I	g with your current address: City & State Southfield 12.1.
11. List below each From Mo./Yr. /968 12. Have you even If the answer to question for detention.	To: Mo./Year CURRENT r been arrested or detained uestion 12 is yes, give det	St. No. & Name F NOHN MOUNTY A by any police agency ails below. Include da STULLAGE RD ESS STULLAGE RD	City & State City & State OF THEIR ID ID. I. YES No ate, place and charge or reason

No Disqualifying Record

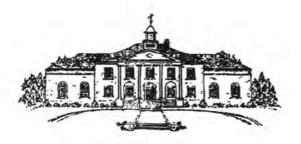
To Whom it May Concern:

Seven Cedars Farm would like to hold a one night summer haunted hayride on Saturday July 13th from 6:00pm to 10:30pm. This event will be open to the general public and there is a fee to attend.

Thank you,

John Emin Seven Cedars Farm

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•	Many Many	PARMING WIT		Will PRIVE	
	JOHN	Moury	Rel		
	F.D. W. Highward	John Man	pΥ	John Johns , Marins ,	2 January Parament Parament



Carol A. Aquilante Town Clerk

Town of Smithfield

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

SPECIAL EVENT LICENSE

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

	Yes	No
Provide live entertainment or amusement	A	
Open to the general public	125	
Fee is charged	齿	
Expected number of persons in attendance is More than 250		
Seven Cedars Faim NAME OF ORGANIZATION		
PRINT NAME	5-7-202 DATE	4
John F. Eming	5-9-24	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

PRODUCER	to the c	ertificate noiger in lieu of su	ICH end)			
ASHLEY JOHNSON AGENCY			NAME:	-		FAY		
780 Victory Highway Ste 1			(A/C, No E-MAIL	, Ext): (401):		FAX (A/C, No):)397-1045
West Greenwich, RI 02817			ADDRES			american-national.co	m	
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SEVEN CEDARS FARM			INSURE					
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20 OOTHI MOVIKI ROA			INSURE					
SMITHFIELD, RI 02917		RI 02917	INSURE					-
	TIFICA	ATE NUMBER:	INSURE	RF:		DEVICION NUMBER		<u> </u>
THIS IS TO CERTIFY THAT THE POLICIE			VE BEE	N ISSUED TO	THE INCLID	REVISION NUMBER:	THE DO	NICY DEDICE
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COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
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						MED EXP (Any one person)	\$	5,000
A		NN1545288		5/18/2024	5/18/2025	PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:							\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			-			PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$	
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Memorandum

DATE: May 29, 2024

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Peddler's License for WW Newport, LLC d/b/a "Wally's Hot Dog Cart" the June

4th Town Council Meeting.

BACKGROUND:

Matthew Lyons has filed for a new Peddler's License. As required, a background check has been conducted on the owner of the business, and background checks on all drivers will be done as they are hired.

TOWN REVENUE:

The cost of a new Peddler's License is \$100.00

SUPPORTING DOCUMENTS:

Copy of License Application Copy of BCI – No record Mobile Food Truck registration Food Business License Retail Sales Permit Proof of Insurance

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Peddler's License for WW Newport, LLC d/b/a "Wally's Hot Dog Cart", 250 West Main Road, Middletown, RI to sell hot dogs from a cart with RI Reg. # 12993-98092, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD OFFICE OF THE TOWN CLERK LICENSE APPLICATION

FEE: \$100.00

				WITH	E COMPLETE APP FEE TO THE OFFIC	LICATION AND RETURN E OF THE TOWN CLERK
PLEASE PRINT:				BY:		
Note: Please fil	l in ALL requested inf	ormation.				
Date of Application	n: 04/01/2024					
Type of License:	Peddlers		Check One:	New (V) Renewal (Transfer ()
Name of Applicant	: Matt Lyons				Date of Birth	07/19/1993
	903 Providence Providence, RI	Place,		Business Address		n Rd, Middletown 02842
				Zoning	PD zone - B	ryant University events
Trade Name of :	WW Newport, LL dba Wally's Hot	Dog Cart		Designation Resident Telephone:	4014084794	Business Telephone 4012504284
If incorporated, fill	in necessary information	on: State of incom	poration of	ficer's name,	address, and phone r	number
Name: 1899, LL					Hile: Member	
Name: Bradley	Ad	dress:				
Name:		252 Olip Middleto		ile,	Title: Member	
ivanic.	Ad	dress:			Title:	
DESCRIBE GOOD SOLD:	Hot	dogs (busine	ss is a h	not dog ca	rt)	
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RI Dept. of Health:	SIGNATURE NOT RE		pren	uses. <u>A</u>		
At a meeting of the Sm	ithfield Town Council	, held on	06/0	444	the above state	ed application was:
) Approved	() Denied	License		I	Date ssued:	an in Castaland a Man

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



POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 03/15/2024

Lyons	Matt	hew		
LAST		FIRST	r —	MIDDLE
MAIDEN NAM	F			
07/19/1993	_		New York, N	V
2. DATE OF BII	RTH		3. PLACE C	
	ce Place, Prov. RI	02903	WW Newpor	t, LLC dba Wally's Hot Dog (
4. CURRENT A	DDRESS	02000		F BUSINESS
Hot dog cart	DDIEDO		250 West Ma	ain Rd, Middletown, RI 02842
6. TYPE OF BU	SINESS			SS ADDRESS
Yes - LLC	<u></u>		N/A' BUSINE	33 ADDRESS
	INCORPORATED			OFFICERS
			11 30, 113	OFFICERS
11. List below each	h address which you have	e maintair	ned beginning wi	th your current address:
From Mo./Yr.	To: Mo./Year	St. No	o. & Name	City & State
From Mo./Yr. May 2023	To: Mo./Year Present		o. & Name Prov Pl	City & State Providence, RI
May 2023		903 P		
May 2023 June 2021	Present	903 P 255 P	rov PI	Providence, RI
May 2023 June 2021 July 2018 12. Have you eve	Present May 2023 June 2021 r been arrested or detained	903 P 255 P 324 W	Prov PI Promenade St V 84th St police agency?	Providence, RI Providence, RI
May 2023 June 2021 July 2018 12, Have you eve	Present May 2023 June 2021 r been arrested or detained	903 P 255 P 324 W	Prov PI Promenade St V 84th St police agency?	Providence, RI Providence, RI New York, NY No YES NO
May 2023 June 2021 July 2018 12. Have you eve	Present May 2023 June 2021 r been arrested or detained	903 P 255 P 324 W	Prov PI Promenade St V 84th St police agency?	Providence, RI Providence, RI New York, NY No YES NO
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Rhode Island Department of Business Regulation

1511 Pontiac Avenue, Cranston, RI 02920

Telephone: (401) 462-9506 Fax: (401) 462-9645

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

WW Newport, LLC 75 Highpoint Avenue Portsmouth, RI 02871

Business Entity Name:

DBA (Doing Business As):

Name of Mobile Food Establishment/Truck: DMV License Plate State and Number of Truck/Cart/Trailer or DEM Registration Number:

WW Newport, LLC

Wally's Hot Dog Cart

12993-98092

has met the requirements of the Department of Business Regulation and has been granted this license as a

Cart which serves Hot Dog .

IN THE STATE OF RHODE ISLAND.

License Number: MFE-125

Expiration Date: April 28, 2025

WALLYS HOT DOG CART

Address Information

252 OLIPHANT LN

MIDDLETOWN RI 02842

License Information

License No:

FSV33378

Profession:

Food Service

License Type:

Mobile Food Service

License Status:

Active

Issue Date:

3/26/2019

Expiration Date:

4/30/2025

Secondary License Type:

Year Round/Cart

Specialty Information

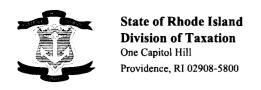
No Specialty Information

Disciplinary Action

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

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

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Phone: (401) 574-8955

TTY Via 711

Email: Tax.Excise@tax.ri.gov

Fax: (401) 574-8914

WW NEWPORT, LLC 222 BELLEVUE AVE NEWPORT, RI 02840-3515

State of Rhode Island **DIVISION OF TAXATION**

RETAIL SALES PERMIT

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

ID: 2-3632-3715

ISSUED TO: WW NEWPORT, LLC 222 BELLEVUE AVE NEWPORT, RI 02840-3515

DATE ISSUED: 03/13/2024

TIMES BE PROMINENTLY DISPLAYED AT THE LOCATION

THIS PERMIT MUST AT ALL

FOR WHICH IT IS ISSUED.

This permit, which authorizes the holder to collect the sales/use tax, is not assignable and is valid

for this place of business. Do not use this number to file returns. Every holder of a Retail Sales Permit issued pursuant to R.I. Gen. Laws § 44-19-1 shall keep complete and accurate records of every sales transaction. These records shall be made available for examination, inspection, and

only for the person in whose name it is issued and for the transaction of business at the place designated. When the holder of this permit ceases to conduct the business for which it is issued at the place named, the permit must be returned to the Tax Administrator for cancellation. The ID number, which appears in the upper left-hand corner of this permit is your license number

copying by agents of the Division of Taxation as required by R.I. Gen. Laws § 44-19-27 and

imposition of penalties and interest, and the revocation of this permit.

280-RICR-20-70-12. The failure to maintain or produce required records can result in the estimated determination of sales tax liabilities based on the best available information, the

> NEENA S. SAVAGE TAX ADMINISTRATOR

RHODE ISLAND INSURANCE IDENTIFICATION CARD X COMMERCIAL COMPANY NUMBER COMPANY PERSONAL 11770 United Financial Casualty Co EFFECTIVE DATE POLICY NUMBER EXPIRATION DATE 04315722 2/4/2024 2/4/2025 YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER All American Hot Dog Cart LCAVS04175T357181 2005 AGENCY/COMPANY ISSUING CARD The Hilb Group of New York, LLC dba IIAR 44 West Lancaster Avenue Ardmore PA 19003 INSURED WW Newport, LLC PO Box 2579 Newport RI 02840

POLICY MEETS RHODE ISLAND LIMITS
SEE IMPORTANT NOTICE ON REVERSE SIDE

GREENVILLE PUBLIC LIBRARY ANNUAL FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2023



TABLE OF CONTENTS

Contents	
List of Board of Trustees and Management	1
Independent Auditor's Report	2
Financial Statements	<u>/</u>
Statement of Financial Position	4
Statement of Activities and Change in Net Assets	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to the Financial Statements	8
Independent Auditor's Report on Internal Control Over Financial Reporting and on compliance and Control Based on an Audit of Financial Statements Performed in Accordance with Government Audit Standards	ting

BOARD OF TRUSTEES & MANAGAGEMENT

For the Year Ended June 30, 2023

Board of Trustees

Stephen Cicilline	President
Leslie Cashel, MD	Vice President
Dennis Finlay	Tresurer
Dr. Julie Ip	Secretary
Elaine Farley	Trustee
David Brush	Trustee
David Hansen	Trustee
Virginia Harnois	Trustee
Barbara Lysik	Trustee
Milo J. St. Angelo	Trustee
Donald Chabot	Trustee
Michelle Placido	Trustee
Cathy Pleau	Trustee
MaryAnn Iannuccillo	Trustee
•	

Management

Dorothy J. Swain Director

HAGUE, SAHADY & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS
126 President Avenue
Fall River, MA 02720
TEL. (508) 675-7889
FAX (508) 675-7859
www.hague-sahady.com

Independent Auditor's Report

To the Board of Trustees Greenville Public Library Smithfield, Rhode Island

Opinion

We have audited the accompanying financial statements of Greenville Public Library (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greenville Public Library as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greenville Public Library and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greenville Public Library's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
 due to fraud or error, and design and perform audit procedures responsive to those risks.
 Such procedures include examining, on a test basis, evidence regarding the amounts and
 disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of expressing
 an opinion on the effectiveness of Greenville Public Library's internal control.
 Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greenville Public Library's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

We have previously audited the Library's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 30, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Hagne, Sahady & Co., CPa's P.C.

Hague, Sahady & Co., CPA's P.C. Fall River, Massachusetts

May 15, 2024

Statement of Financial Position

June 30, 2023 and 2022

	2023	2022
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 272,61	2 207 206
Investments	265,86	
Total Current Assets	538,47	
Non-Current Assets		
Cash restricted for capital improvements	212,388	0 104.001
Investments restricted for building expansion	5,70	,
Beneficial interest in assets held by community fund	44,035	- ,
Property and equipment, net	2,086,401	,
Total Non-Current Assets	2,348,525	
	2,5 +0,525	2,387,602
TOTAL ASSETS	\$2,887,001	\$2,898,280
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 2.148	
Accrued payroll and related liabilities		3,213
Current portion of long term debt	9,636	8,927
Total Current Liabilities	16,324 28,108	15,638
	20,108	27,778
Non-Current Liabilities		
Long term debt, net of current portion	114,228	130,552
TOTAL LIABILITIES	142,336	150.000
	142,550	158,330
Net Assets		
With donor restrictions	196,067	100 200
Without donor restrictions	2,548,598	199,280 2,540,670
Total Net Assets	2,744,665	4.739.930
Total Net Assets TOTAL LIABILITIES AND NET ASSETS	2,744,003	2,739,950

Statement of Activities and Changes in Net Assets

For the Years ended June 30, 2023 and 2022

		2023	2022
Changes in net assets without donor restrictions:			
Revenue and support		010 607	one 733
Appropriation - Town of Smithfield	\$	913,637	895,722
Rhode Island State Aid		194,880	180,933 10,000
Grant Income		35,526	•
Contributions		28,807	25,201
Rent		200	300
Investment income (loss), net of investment expenses		30,125	(29,736)
Fees, charges and fines		1,991	2,118
Miscellaneous		8,582	7,468
Total revenue and support without donor restrictions		1,213,748	1,092,006
Net assets released from restrictions		2.012	(98,327)
Satisfaction of donor restrictions for capital impovements	_	3,213	(90,321)
Total revenue and support, and other without donor restrictions	_	1,216,961	993,679
Program services		070 951	949,837
Library operations		970,851	745,051
Support services		020 102	191,842
Management and general		238,182	171,072
		1,209,033	1,141,679
Total expenses		7,928	(148,000)
Decreases in net assets without donor restrictions	_	7,720	
Changes in net assets with donor restrictions		(3,213)	98,327
Net assets released from restrictions		(3,213)	-
Investment income on temporarily restricted donation	1	(3,213)	98,327
Increase in net assets with donor restrictions	0	(3,213)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Increase (decrease) in total net assets		4,715	(49,673)
Net Assets Without Donor Restrictions		2,540,670	2,688,670
Beginning of year		7,928	(148,000)
Decrease in net assets without donor restrictions	-	2,548,598	2,540,670
Net Assets Without Donor Restrictions at End of Year		2,546,570	2,0,
Net Assets With Donor Restrictions			100.050
Beginning of year		199,280	100,953
Decrease in net assets with donor restrictions		(3,213)	98,327
Net Assets With Donor Restrictions at End of Year		\$ 196,067	\$ 199,280

Statement of Functional Expenses

For the Years ended June 30, 2023 and 2022

	Program Services		Support Services						
	Library Operations		Management & General		_		tal Expenses 2023	To	tal Expenses 2022
Salaries	\$ 481,824	\$	78,437	\$	560,261	\$	527,279		
Payroll taxes	35,158		5,723		40,881		38,276		
Health insurance	101,207		16,475		117,682		125,230		
Retirement benefits	19,860		3,233		23,093		22,731		
Contract labor	-		2,275		2,275		6,780		
Books, publications, CD's DVD's	82,712		-		82,712		75,186		
Legal fees	-		13,889		13,889		41,682		
Accounting and tax preparation fees	-		18,550		18,550		7,200		
Interest	10,893		1,097		11,990		12,119		
Depreciation	62,399		6,933		69,332		70,154		
Computer equipment	2,294		574		2,868		2,066		
Computer software	29,389		7,347		36,736		35,468		
Insurance	14,532		1,615		16,147		16,781		
Utilities and alarm service	35,679		3,964		39,643		35,969		
Printing and postage	4,187		1,047		5,234		4,975		
Librarians expense	320		_		320		374		
Marketing	571		_		571		794		
Maintenance and repairs	7,752		861		8,613		8,565		
Building and grounds	31,112		3,457		34,569		39,140		
Cleaning and snow removal	19,776		2,197		21,973		20,859		
Equipment and supplies	8,144		2,797		10,941		6,328		
Office expenses	5,457		6,418		11,874		25,341		
Programs and grant expenses	17,587		-		17,587		17,814		
Membership	_		263		263		300		
Loss on disposal of assets	-		-		-		_		
Miscellaneous	-		•		-		-		
Disposal fee	-		_		-		-		
Payroll and bank fees	, -		261		261		268		
Settlement	()		60,768		60,768		_		
Total expenses	\$ 970,851	\$	238,182	\$	1,209,033	\$	1,141,679		

Statement of Cash Flows

For the Years ended June 30, 2023 and 2022

	2023	2022
Cash Flows from Operating Activities		
Change in net assets	\$ 4,715	\$ (49,673)
Adjustements to reconcile changes in net assets to net cash		
provided by operating activities		
Depreciation	69,332	70,154
Unrealized/realized(gain) loss on investments and beneficial interest	(1,412)	(6,111)
Increase (decrease) in	•	
Accounts payable	(1,065)	(10,806)
Accrued payroll and related liabilities	709	3,674
Net Cash Provided by Operating Activities	72,279	7,238
Net Cash Trovided by Operating Activities	12,215	7,230
Cash Flows from Investing Activities		
Unrealized/realized(gain) loss on investments	37,072	40,933
Purchase of property and equipment		(13,972)
Net Cash Used by Investing Activities	37,072	26,961
Cash Flows from Financing Activities		
Repayment of long-term debt	(15,638)	(14,981)
Net Cash Provided (Used) by Financing Activities	(15,638)	(14,981)
Net Increase (Decrease) in Cash and Cash Equivalents	93,713	19,218
Cash and Cash Equivalents - Beginning of Year	391,287	372,069
Cash and Cash Equivalents - End of Year	\$485,000	\$ 391,287

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION

The Greenville Public Library ("the library"), located at 573 Putnam Pike, Greenville, Rhode Island, is a non-profit organization that was founded in 1882 as a public library for the Town of Smithfield, Rhode Island. The Library is governed by a Board of Trustees which is elected by the Library Association at the Library's annual meeting. The Library provides services to residents generally within the geographic boundaries of the Town of Smithfield, Rhode Island, but it is open to all Rhode Island residents.

BASIS OF ACCOUNTING

The accompanying financial statements are presented using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The accrual basis of accounting reflects all significant receivables, payables and other liabilities. Revenue is recognized when earned, while expense is recognized when the obligation is incurred.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents are carried at cost. Cash equivalents include cash on hand, time and demand deposits, and short-term investments maturing within three months from the original date of acquisition.

INVESTMENTS

The Library records investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains/losses with donor restrictions are reported as increases if the restrictions are not met in the reporting period in which the income and gains/losses are recognized. If the restrictions are met within the reporting period, the investment income and gains/losses are released from restriction and reported as unrestricted net assets. Investment income and gains/losses earned by the permanently restricted perpetual care account are reported as increases or decreases in permanently restricted net assets. See Note 3 for complete disclosure of fair value measurements.

ACCOUNTS RECEIVABLE

The Library carries its accounts receivables at cost less allowances for doubtful accounts. On a period basis, the Library evaluates its accounts receivables and establishes allowances for doubtful accounts, when deemed necessary, based on their history of past write-offs and collections and current credit conditions. Accounts receivable at June 30, 2023 was \$0.

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROPERTY AND EQUIPMENT

Property and equipment is recorded at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the asset classes as follows:

Buildings 40-60 Years
Building and land improvements 5-60 Years
Furniture and equipment 5-10 Years

It is the policy of the Library to capitalize assets with an original cost or donated fair value greater than \$3,000, and useful lives in excess of one year.

In accordance with accounting principles generally accepted in the United States of America, the Library reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Any long-lived assets held for disposal are reported at the lower of their carrying amounts or fair value less cost to sell. Recoverability of such assets is determined by comparing the forecasted undiscounted net cash flows of the operation to which the assets relate to the carrying amount of the assets. If the operation is determined to be unable to recover the carrying amount of its assets, the long-lived assets of the operation are written down to fair value. Fair value is determined based on discounted cash flows or appraised values, depending on the nature of the assets. Management's review of such assets has not indicated any material adverse effect on the library's financial position or results of operations.

NET ASSETS

For financial statement purposes, the two classes of net assets applicable to the Library are presented as follows:

<u>Net Assets without Donor Restrictions</u>: include net assets which are available for general operations of the library. The library reports gifts of cash, property and equipment, and other assets as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Net Assets without Donor Restrictions are undesignated.

Net Assets with Donor Restrictions: represents amounts that are specifically restricted by donors or grantors for use in future time periods. When a donor restriction expires or the purpose of the restriction is accomplished, the net asset with donor restrictions is reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restriction. The library has elected to report donor restricted contributions as unrestricted contributions when the restrictions are met in the same period as when the restricted commitment was received. Net assets with donor restrictions includes amounts that are maintained in endowment funds if the gift was received with donor stipulations that the gift be held indefinitely. The principal amount of these restricted fund is to be maintained invested in perpetuity while the income generated from these investments may be utilized for operations.

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

USE OF ESTIMATES

The preparation of financial statements is in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

INCOME TAXES

The Library is a not-for-profit organization that is exempt from income taxes under Section 501(c)(13) of the Internal Revenue code and classified by the Internal Revenue Service as other than a private foundation under Section 509(a)(1).

The library evaluates all significant tax positions as required by U.S. GAAP. As of June 30, 2023, the library does not believe that they have taken any tax positions that would require the recording of any additional tax liability, nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next twelve months. The library's income tax returns are subject to examination by the appropriate taxing jurisdictions. As of June 30, 2023, the library's income tax returns generally remain open for examination for three years from the date files with each taxing jurisdiction.

DONATED SERVICES AND GOODS

The library may receive donated services from a variety of unpaid volunteers assisting the library with administrative and program services. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer efforts in accordance with U.S. GAAP have not been satisfied.

Donated goods are reported at the estimated fair value on the date the goods are received. Accordingly, the value of the donated property and equipment is capitalized and reported as contribution income in the accompanying financial statements. For the fiscal year ended June 30, 2023, the library did not receive any donated goods which require reporting in the financial statements.

COMPARATIVE TOTALS

The financial statements include certain prior year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Library's financial statements for the year ended June 30, 2022 from which the summarized information was derived.

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

There were no other accounting standards recently issued that had or are expected to have a material impact on the library's financial statements and related disclosures.

FUNCTIONAL EXPENSE CLASSIFICATION

The library's Statement of Activities presents expenses by functional classification. Expenses which are not directly related to program or support services may be allocated by management based on the estimated benefit of the expense to program or support services. In addition, management allocates some costs based on the estimated square footage of the space utilized for program and support services.

NOTE 2 - CASH AND CASH EQUIVALENTS

The Library has a potential concentration of credit risk in it that it may, at times throughout the year, maintain deposits with financial institutions in excess of amounts insured by the Federal Deposit Insurance Corporation (FDIC). The FDIC insures up to \$250,000, per depositor, per insured depository institution for each account ownership category.

	3	Insured/	Total Bank	Carrying
	Collateralized		Balance	Amount
Deposits				
Demand deposits	\$	250,000	\$ 496,854	\$484,750
Petty cash			<u>-</u>	250
•	\$	250,000	\$ 496,854	\$485,000

The library's deposits at June 30, 2023 was \$496,854 which includes the restricted cash totaling \$212,388.

NOTE 3 – INVESTMENTS

U.S. GAAP for Fair Value Measurements defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the quality of inputs used to measure fair value and enhances disclosure requirements for fair value measurement. The library accounts for a significant portion of financial instruments at fair value or considers fair value in their measurement for financial assets and liabilities and are re-measured and reported at fair value at each reporting period, except for nonfinancial assets and nonfinancial liabilities that are recognized or disclosed at fair value in the financial statements on a nonrecurring basis.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 3 – INVESTMENTS (CONTINUED)

The following tables summarize the library's composition of investments, measured at fair value, using the fair value hierarchy, as of June 30, 2023:

		Fair Value Measurements Using					<u></u>
	June 30,	Quotes Prices in Active Markets for Identical Assets (Level 1)		0	ignificant Other Observable Inputs (Level 2)	Uno	nificant bservable inputs evel 3)
Investments at Fair Value					051.565	ф	
Mutual funds	\$271,565	\$	-	\$	271,565	\$	-
Beneficial interest in assets held							44.025
at the community foundation	44,035			ф.	271 565	\$	44,035
Total Investmnts at Fair Value	\$315,600	\$		_\$	271,565	—	44,033
Investments Investments restricted to building expansion Beneficial interest in assets held at the Community Foundation Total investment at June 30, 20				-	5,701 44,035 \$315,600		
	mounts invest preciation of f from fund expense		funds		3,026 153 1,060 - (204) 14,035		

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 4 – PROPERTY, EQUIPMENT, AND IMPROVEMENTS

	Balances July 1, 2022		Additions		Additions		Retire	nents_		salances e 30, 2023_
Nondepreciable assets Land	\$	436,714	\$	-	\$	-	\$	436,714		
Construction in progress			_					436,714		
Total non-depreciable assets		436,714		-				430,714		
Depreciable assets		2 224 752		_		_		2,834,753		
Building and improvements		2,834,753		_		-		565,900		
Furniture and equipment		565,900						2 400 652		
Total depreciable assets		3,400,653	_				_	3,400,653		
Total fixed assets		3,837,367	_				0.0	3,837,367		
Accumulated Depreciation Building and improvements Furniture and equipment		(1,127,237) (554,397)		(66,936) (2,396)		-		(1,194,173) (556,793)		
Total accumulated depreciation		(1,681,634)	_	(69,332)				(1,750,966)		
Total net value of property, Equipment and improvements	_\$	2,155,733	_\$	69,332	\$	-	\$	2,086,401		

NOTE 5 - DEBT

Note payable to Town of Smithfield, secured by real estate, 3% fixed interest rate, payable annually at \$6,049 including interest, due January 2030	\$ 37,690
Note payable to Town of Smithfield, secured by real estate, 5% fixed interest rate, payable annually at \$16,049 including interest, due January 2030	92,863
Total Long-Term Debt	\$130,552
Less current portion	(16,324)
Long-Term Debt	\$114,228

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 5 - DEBT (CONTINUED)

Maturities of long-term debt for each of the years succeeding June 30, 2023 are as follows:

FY2024	16,324
FY2025	17,042
FY2026	17,793
FY2027	18,578
FY2028	18,578
FY2029 and thereafter	42,237
Total	\$ 130,552

Interest expense incurred on the long-term debt obligations for the fiscal year ended June 30, 2023 was approximately \$6,460.

NOTE 6 - DONOR RESTRICTED NET ASSETS

Subject to expense for specified purpose Capital Improvements - new ingress/egress and parking lot expansion Future library facility expansion Total subject to expense for specified puporse	\$	184,823 5,244 190,067
Not subject to expense or appropriation Amount to be maintained in perpetuity with the income to be utilized for purchase of children's books		6,000
Total net assets with donor imposed restrictions	_\$	196,067

Net assets with donor restrictions which were satisfied during the year have been presented as net assets released from restrictions in the statement of activities and reported as a component of total revenues, gains, and other support without donor restrictions. The following net assets were released from restriction during the fiscal year ended June 30, 2023:

Capital Improvements - new ingress/egress and parking lot expansion \$ 3,213

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 7 – RETIREMENT PLAN

The Greenville Pubic Library Retirement Plan ("the plan") is a voluntary tax shelter annuity plan under the Internal Revenue Code Section 403(b). The defined contribution plan was established by the Board of Trustees and effective as of July 1, 1994. Plan benefits are provided by the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF).

During the fiscal year ended June 30, 2023, the library contributed 4% of all qualified employees' annal salaries (7 qualified employees at June 30, 2023). In addition, the library also contributed \$4,000 on behalf of the Director in accordance with the employment contract. For the fiscal year ended June 30, 2023, employer pension plan contributions were \$23,093.

NOTE 8 - CONCENTRATION

The library received a significant amount of revenue from the Town of Smithfield, Rhode Island. Accordingly, municipal budgets could significantly impact the amount of support received by the library, and thus, the continued existence of the library's programs and operations. Such revenues are included on the Statement of Activities as appropriations and represents 75% of the library's total revenue and support without donor restrictions for the fiscal year ended June 30, 2023.

NOTE 9 - CONTINGENCIES

The library may receive grants from various federal, state, and other grantor agencies. These grants are subject to audit and adjustment by grantor agencies. Any disallowed claims including amounts already collected and recognized as revenue, may constitute a liability to the library. The amount, if any, of expenses which may be disallowed by the grantor cannot be determined at this although management expects such amounts, if any, to be immaterial.

As of June 30, 2023, the library was named as a defendant in a lawsuit alleging violation of the Access to Public Records Act (APRA) and violation of the municipal bidding statute. A final judgement was entered January 18, 2024 and the library was ordered to pay a settlement of \$60,768 and the plaintiff's attorney fees in the amount of. \$17,550. Payment for the settlement was taken from the library's investment account during fiscal year 2023 and payment for the legal fees was taken from the investment account in fiscal year 2024.

NOTE 10 - COMMITMENTS

On February 2, 2022, the library entered into an employment agreement with the Director for a period of three years which terminated on February 1, 2025. The library and the Director shall at its sole and absolute discretion have the option of renewing this employment agreement at the expiration of this contract.

Notes to the Financial Statements

For the Years Ended June 30, 2023 and 2022

NOTE 11 – LIQUIDITY AND AVAILABILITY

The following table reflects the financial assets of the library at June 30, 2023, as reduced by amounts which are not available for general use as a result of donor imposed restrictions for capital improvements acquisitions, and amounts not available for use within one year of the statement of financial position date. The amounts not available also may include the amount which the Board may set aside for a specific use and fund set aside in quasi-endowment funds.

Total Financial Assets at June 30, 2023	\$	800,600
Less those financial assets unavailable for general expenditure within one year due to: Restricted by donor for capital improvements/acquisitions		(196,067)
Amount maintained in beneficial interest for which earnings may be distributed annyaly and used for operations	_	(44,035)
Financial assets available to meet cash needs for general expenditures within one year		560,498

The financial assets noted above as available to meet the cash needs for general expenditures within one year includes investments which are maintained at fair value and recorded as such at June 30, 2023. The value of the investment securities is subject to change daily and fluctuates according to the market. These investment securities were maintained in mutual funds at June 30, 2023, and can be liquidated by management to meet cash flow requirements of the library if needed.

NOTE 12 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 1, 2024, which is the date the financial statements were available for issuance. The subsequent events have been evaluated for disclosure in these financial statements and have been disclosed when considered necessary. Management does not believe that there have been any events which have occurred that require adjustment to the financial information as presented, or which require further disclosure.

As of June 30, 2023, the library was named as a defendant in a lawsuit alleging violation of the Access to Public Records Act (APRA) and violation of the municipal bidding statute. On January 18, 2024 a final judgement was entered and the library was ordered to pay a settlement of \$60,768 and the plaintiff's attorney fees in the amount of. \$17,550. Payment for the settlement was taken from the library's investment account during fiscal year 2023 and payment for the legal fees was taken from the investment account in fiscal year 2024.

HAGUE, SAHADY & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS
126 President Avenue
Fall River, MA 02720
TEL. (508) 675-7889
FAX (508) 675-7859
www.hague-sahady.com

Independent Auditor's Report on Internal Control Over Financial Reporting and on compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Trustees of The Greenville Public Library Smithfield, Rhode Island

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Greenville Public Library ("the Library") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 15, 2024.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Library's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Library's internal control. Accordingly, we do not express an opinion on the effectiveness of the Library's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Library's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hague, Sahady & Co., CPA's P.C.

Fall River, Massachusetts

May 15, 2024



memorandum

DATE: May 29, 2024

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Memorandum of Agreement – Smithfield Local 2050 IAFF

We have been working with the firefighters' union to review the concept of switching over to 24-hour shifts for the Fire Department. In the discussions with the union, they provide some insight into what prompted their consideration to bring the concept to the Town. They feel that the change would align the department with best practices seen in other fire departments, enhancing team cohesion, improving response readiness by having the same crew for an entire day, and potentially reducing the stress of frequent shift changes on firefighters' personal lives.

This Memorandum of Agreement will implement 24-hours shifts on July 1, 2024, and will be run for one fiscal year as a trial period. On or before June 1, 2025, either party has the option not to accept the schedule going forward. There is expected to be no financial impact with the approval of this Memorandum of Agreement and could potentially create reductions in overtime costs.

MOTION:

Moved that the Smithfield Town Council hereby authorizes a Memorandum of Agreement (MOA) modifying the Collective Bargaining Agreement for the Period July 1, 2023 through June 30, 2026 between the Town of Smithfield and the Smithfield Fire Fighters, Local 2050, International Associations of Fire Fighters, AFL-CIO.

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is entered into between the Town of Smithfield, Rhode Island ("Town") and the Smithfield Fire Fighters, Local 2050, International Associations of Fire Fighters, AFL-CIO ("Local") and jointly referred to as the "parties".

WHEREAS, a Collective Bargaining Agreement ("CBA") is in effect between the parties dated July 1, 2023 to June 30, 2026; and

WHEREAS, Article IV, Section 1, Sub-section (c) of the CBA provides for a particular work schedule for members of the Fire Department ("Department") who work a four (4) - platoon system, forty-two (42) hours average work week on a rotating schedule, for members who are assigned, bid and/or work on the Engine, Ladder Truck, Rescue Truck, and Fire Alarm; and

WHEREAS, the parties are desirous to try an alternate work schedule from that which is cited-above, while maintaining a four (4) - platoon system, forty-two (42) hours average work week, in an effort to enhance and maximize the delivery of services that the Department provides to the Town; and

WHEREAS, the parties enter into this Agreement to implement a change to the current work schedule for a trial period, after which, if mutually agreeable, a change and amendment to the work schedule shall be made within the CBA.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally and equitably bound hereby, the parties agree as follows:

1. A trial period shall commence on July 1, 2024 to June 30, 2025 that shall amend the work schedule as described in Article IV, Section 1, Sub-section (c) of the CBA for members of the Department as follows:

"The regular work schedule for members of the Department who work a four (4) - platoon system, forty-two (42) hours average work week on a rotating schedule, for those members who are assigned, bid and/or work on the Engine, Ladder Truck, Rescue Truck, and Fire Alarm, shall work the following schedule:

One (1) twenty-four (24) hour day on duty
Followed by
Two (2) consecutive twenty-four (24) hour days off duty
Followed by
One (1) twenty-four (24) hour day on duty
Followed by
Four (4) consecutive twenty-four (24) hour days off duty.

The four (4) – platoons are designated as: A platoon, B platoon, C platoon and D platoon."

- 2. All leave (vacation, sick, personal, etc.) amounts and accruals as provided for within the CBA, shall remain in effect and shall be discharged as currently done within the Department. All leave shall be discharged in the same incremental manner, which is either in a Ten (10) hour day period and/or a Fourteen (14) hour night period and shall be applied to the twenty-four (24) hour periods as described in Section 1 of this Agreement.
- 3. All overtime disbursements to fill vacancies within the Department as provided for within the CBA shall remain in effect and shall also be discharged in the same increments as described in Section 2 of this Agreement and applied to the twenty-four (24) hour periods as described in Section 1 of this Agreement.
- 4. On or before June 1, 2025, either party shall have the option not to accept the schedule and hours change as described in Section 1 of this Agreement, provided that written notice is given to the other party via email or hand delivery. If either party gives said written notice, then the parties shall return to the original schedule and hours set forth in Article IV, Section 1, Sub-section (c) of the CBA upon the expiration of said trial period.
- 5. If no written notice is given by either party as described in Section 4 of this Agreement, then it shall be deemed mutually agreed that Article IV, Section 1, Sub-section (c) of the CBA shall be amended regarding schedule and hours, and the applicable terms of Sections 1, 2 and 3 of this Agreement shall be incorporated into the CBA.
- 6. Any alleged breach of this Agreement shall be subject to the grievance and arbitration provisions of the CBA.
- 7. This Agreement shall be binding upon execution after the respective ratifications of the Town Council and the Local membership.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

FOR THE TOWN	ATTEST
Randy R. Rossi, Town Manager Town of Smithfield, Rhode Island	
Dated:	
FOR THE LOCAL	ATTEST
Matthew D. Pearson, President Local 2050, IAFF, AFL-CIO.	
Dated:	



memorandum

DATE: May 29, 2024

TO: Smithfield Town Council

FROM: Randy R. Rossi, Town Manager

RE: Memorandum of Agreement – Smithfield Lodge No. 17 FOP

With the current promotion of Deputy Chief Eric Dolan as the next chief of the department there will be further movement within the police department as additional promotions take place. Under the current Collective Bargaining Agreement, the Town is required to post a sign-up sheet for shifts and Officers are required to make their selections no later than June 1st of each year and would stay in place from July 1st to June 30th.

This Memorandum of Agreement will delay the implementation of the shift assignments until August 1st which will allow us time to go through the rest of the promotional processes. There is no financial impact with the approval of this Memorandum of Agreement.

MOTION:

Moved that the Smithfield Town Council hereby authorizes a Memorandum of Agreement (MOA) 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.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into this _____ day of June, 2024 by and between the Town of Smithfield ("Town") and the Smithfield Lodge No. 17 Fraternal Order of Police ("FOP"). The Town and FOP are jointly referred to herein as "the parties".

RECITALS

- A. The current Chief of the Smithfield Police Department has submitted his resignation to the Town with an effective date of July 31, 2024 at 11:59 p.m.
- B. Article VI, Section 4 of the 2023 collective bargaining agreement between the parties (the "CBA") provides the following with respect to bidding for work shifts each year:

Section 4. Bidding for Work Shifts

Consistent with the efficient operation of the Department, non-probationary police officers shall be allowed to choose their work shifts annually on a seniority basis. The sign-up sheet for Exhibit A shall be posted between May 1st and May 15th each year. Officers' choices shall be made no later than June 1st of each year and shall not be used as a squad change. Shift assignments will be implemented by July 1st.

- C. The retirement of the Chief will trigger a series of promotions for members of the bargaining unit for the ranks of sergeant, lieutenant and captain.
- D. Typically, if a promotion occurs during the year, the officer being promoted assumes the same shift that is being vacated in that rank. In other words, there is no rebidding as a result of the promotion and the impacted members must wait until the following June 1st to make their shift selection under Article VI, Section 4 of the CBA.
- E. Because of the timing of the Chief's retirement, the parties have agreed to delay the implementation of the shift assignments until August 1, 2024 at midnight.

Now, therefore, for good and valuable consideration, the receipt of which of which is acknowledged and intending to be legally and equitably bound hereby, the parties agree as follows:

1. The officers' choices for work shift bids under Article VI, Section 4 for 2024 shall be

made no later than July 1, 2024 (as opposed to June 1st).

- 2. The shift assignments scheduled to be implemented on July 1, 2024 shall be delayed until August 1, 2024 at midnight in order to afford the Town the time to make promotions for the anticipated vacancies in the ranks of sergeant, lieutenant and captain as a result of the Chief's retirement.
- 3. All promotions caused by the Chief's retirement will become effective on August 1, 2024 at midnight.
- 4. The parties agree that this MOA does not constitute a past practice or precedent and shall not be used in any future legal proceedings for any purpose whatsoever except to enforce the specific provisions of this MOA.
- 5. All of the Recitals as set forth above are true and correct, and constitute a part of this MOA to the same extent as if contained in the body hereof.
- 6. This MOA contains the entire agreement between the parties and may only be modified through a written agreement signed by the parties.
- 7. Both parties have contributed substantially and materially to the preparation of this MOA. Consequently, this MOA will not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared by legal counsel to one of the parties.

Executed in the presence of:	TOWN OF SMITHFIELD
	By: T. Michael Lawton, Town Council President
	Dated:
	By: Randy R. Rossi, Town Manager
	Dated:
	SMITHFIELD LODGE NO. 17 FRATERNAL ORDER OF POLICE
	By: Christopher Taylor, President
	Dated:



Town of Smithfield

OFFICE OF PURCHASING AGENT 64 FARNUM PIKE SMITHFIELD, RHODE ISLAND 02917

TELEPHONE: (401) 233-1072 EMAIL: CCHOINIERE@SMITHFIELDRI.GOV

DATE: May 29, 2024

TO: Honorable Town Council

FROM: Caitlyn Choiniere, Finance Director **CC:** Randy R. Rossi, Town Manager

RE: The Finance Director is requesting the Town Council Rescind RFP #240508 – Proposal for

Financial Audit Services and Agreed-Upon Procedures

BACKGROUND:

At the Tuesday, May 7, 2024 Town Council meeting, the Town Council approved a Request for Proposal (RFP) be advertised to solicit proposals for the Fiscal Year 2024 Financial Audit Services. The bid closing date was on Tuesday, May 28, 2024, two bids were received: Marcum, LLP, 100 Westminster Street, Suite 500, Providence, RI 02903 and CliftonLarsonAllen, LLP (CLA), 1 Capital Way, Cranston, RI 02910. After careful review, it was determined that it is not in the best interest of the Town to award this bid. The Finance Director is recommending that the Town Council rescind the RFP and the two bids. In a separate motion on tonight's agenda the Town Council will see a request to readvertise the updated RFP.

FINANCIAL IMPACT:

There is no impact.

RECOMMENDATION:

That the Town Council Rescind RFP #240508 – Proposal for Financial Audit Services and Agreed-Upon Procedures.

ATTACHMENTS:

Copy of the Bid Tabulation Summary form.

MOTION:

That the Smithfield Town Council hereby Rescind RFP #240508 – Proposal for Financial Audit Services and Agreed-Upon Procedures.



TOWN OF SMITHFIELD BID TABULATION

Project: Financial Audit Services and Agreed-Upon Procedures

Project No.: RFP # 240508 Bid opening Date: May 28, 2024

Bid Prepared by: Carlos A. Santos, Purchasing Agent



				Clifton Larson Al		• •		cum LLP				
				1 Capital Way			ter St., Suite 500					
				Cranston, RI 02910			ce, RI 02903					
				ATTN: Matthew Godino			le Connors 600-4722					
				P: 401-272-5600 E: matthew.godino@CLAconnect.com			@marcumllp.com					
ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	COST CATEGORY		AMOUNT	COST	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
1	Fiscal Year June 30,2024			Town	\$	53,600.00	Town	\$ 52,000.00				
				School	\$	29,900.00	School	\$ 39,000.00				
				AUP	\$	6,500.00	AUP	\$ 5,000.00				
		FY24		TOTAL - FY24	\$	90,000.00	FY 24 TOTAL	\$ 96,000.00				
2	Fiscal Year June 30,2025			Town	\$	55,740.00	Town	\$ 53,000.00				
				School	\$	31,160.00	School	\$ 40,000.00				
				AUP	\$	6,700.00	AUP	\$ 5,000.00				
		FY25		TOTAL - FY25	\$	93,600.00	FY 25 TOTAL	\$ 98,000.00				
3	Fiscal Year June 30,2026			Town	\$	58,280.00	Town	\$ 54,000.00				
				School	\$	32,720.00	School	\$ 41,000.00				
				AUP	\$	7,000.00	AUP	\$ 5,000.00				
		FY26		TOTAL - FY26	\$	98,000.00	FY 26 TOTAL	\$ 100,000.00				
4	Proposed additional fees for Libraries:	FY 24		ESL	\$	16,000.00	N/A					
	East Smithfield Library (ESL)	FY25		ESL	\$	16,750.00	N/A					
		FY26		ESL	\$	17,500.00	N/A					
				TOTAL - ALL YRS	\$	50,250.00	TOTAL	\$ -				
5	Proposed additional fees for Libraries:	FY 24		GPL	\$	16,000.00	N/A					
	Greenville Public Library (GPL)	FY25		GPL	\$	16,750.00	N/A					-
		FY26		GPL	\$	17,500.00	N/A					-
				TOTAL - ALL YRS	\$	50,250.00	TOTAL	\$ -				
	TOTAL BID AMOUNT								\$	-	\$	-

^{*}REFERRED TO THE EVALUTION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FOWARDED TO THE TOWN COUNCIL FOR APPROVAL



Town of Smithfield

OFFICE OF FINANCE DIRECTOR/TAX COLLECTOR 64 FARNUM PIKE

SMITHFIELD, RHODE ISLAND 02917 TELEPHONE: (401) 233-1072 FACSIMILE: (401) 233-1060

EMAIL: CCHOINIERE@SMITHFIELDRI.GOV

CAITLYN CHOINIERE, RICC FINANCE DIRECTOR

DATE: May 29, 2024

TO: The Honorable Smithfield Town Council **FROM**: Caitlyn Choiniere, Finance Director

CC: Randy Rossi, Town Manager
RE: RFP for Financial Audit Services

BACKGROUND

The Finance Department is seeking proposals for Financial Audit Services and Agreed Upon Procedures (including the School Department). This would be for a one year audit for Fiscal Year Ending July 30, 2024, with two, one year extensions for Fiscal Years Ending June 30, 2025 and June 30, 2026.

SUBJECT

The Finance Department is requesting approval of an RFP for Financial Audit Services. This RFP has been reviewed and approved by the Auditor General in advance of this meeting. The effective dates listed within the RFP will be from July 1, 2023 through June 30, 2026. The bid opening is scheduled for Friday, June 21, 2024 at 10:00 AM.

ATTACHMENT

Copy of the RFP.

FINANCIAL

Funding will be from the General Fund.

MOTION

That the Smithfield Town Council hereby authorizes the advertisement of an RFP for Financial Audit Services and Agreed Upon Procedures (including the School Department) for Fiscal Year Ending June 30, 2024, with two, one year extension for Fiscal Years Ending June 30, 2025 and June 30, 2026.





Town of Smithfield

Request for Proposals



RFP #
Financial Audit Services and Agreed-Upon
Procedures

Table of Contents:

er Sheet

Page 2 Table of Contents & Introduction

Page 3 Solicitation Instructions

Page 4 - 8 Specifications

Page 9 - 12 Scope of Work

Page 13 - 18 Required Information

Page 19 Cost Proposal Form Page 20-39 Attachment A (UCOA)

Introduction:

The Town of Smithfield is seeking proposals for a one-year audit for Fiscal Year Ending June 30, 2024 with two one-year extensions for Fiscal Years Ending June 30, 2025 and June 30, 2026 of the Town, including the School Department. Continuation beyond the initial fiscal year will be at the discretion of the Smithfield Town Council.

Sealed proposals must be submitted to the Finance Office to the attention of the Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike Smithfield, RI 02917. Proposals shall be clearly labeled on the outside of the envelope as "FINANCIAL AUDIT AND AGREED-UPON PROCEDURES PROPOSALS".

Town of Smithfield



Request for Proposals

Financial Audit Services and Agreed-Upon Procedures

SEALED PROPOSALS will be received in the Finance Office, Smithfield Town Hall, 64 Farnum Pike Smithfield, RI 02917; until **Friday, June 21, 2024 at 10:00 AM**, at which time the bids will be opened and publicly read aloud in the Town Council Chambers, 2nd Floor of the Town Hall Building, for providing the Town of Smithfield with the following service:

ONE YEAR AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2024 WITH TWO ONE YEAR EXTENSIONS FOR FISCAL YEARS ENDING JUNE 30, 2025 AND JUNE 30, 2026 OF THE TOWN, INCLUDING THE SCHOOL DEPARTMENT.

The School Department implemented a Uniform Chart of Accounts (UCOA). The auditors engaged to perform the annual audit of the District shall also be engaged to report on their tests of compliance with the School UCOA requirements in an agreed-upon procedures compliance attestation format.

Specifications may be obtained through the Town's website: https://www.beaconbid.com/solicitations/town-of-smithfield/open.

The Town of Smithfield reserves the right to reject any and all bids, to waive any technical defect or informality in the bids received, and to accept the bid deemed most favorable to the interest of the Town.

SPECIFICATIONS FOR PROPOSALS

The Town of Smithfield is seeking proposals for a one-year audit for Fiscal Year Ending June 30, 2024 with two one-year extensions for Fiscal Years Ending June 30, 2025 and June 30, 2026 of the Town, including the School Department. Continuation beyond the initial fiscal year will be at the discretion of the Smithfield Town Council. Sealed proposals must be submitted to the Smithfield Finance Director's Office (64 Farnum Pike, Smithfield, RI 02917). Proposals shall be clearly labeled on the outside of the envelope as "FINANCIAL AUDIT AND AGREED-UPON PROCEDURES PROPOSALS".

The audit(s) must be conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants, the standards for financial audits set forth in Government Auditing Standards issued by the Comptroller General of the United States, the standards contained in the amended (July 1996) Single Audit Act of 1984 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) - Subpart F – Audit Requirements.

The individual firm submitting a proposal must be licensed to practice public accounting in the State of Rhode Island by the State Board of Accountancy.

Form of Proposals

One (1) original and Four (4) copies of the proposal will be submitted, with supplemental information, and other required documentation, literature and material to be provided, with the proposal, on the proposers own form.

The proposal should include the following:

- 1. **Transmittal Letter** Briefly state the firm's understanding of the work to be performed as well as the proposed fees, specifically identifying the fee for audit services and the fee for the agreed-upon procedures. Specify the total hours required to complete each project. This letter must be signed by an officer or Principal who is authorized to negotiate for and contractually bind the firm.
- 2. **Professional Experience** Describe the firm's municipal audit experience in the last five years, especially in the State of Rhode Island. Describe the firm's participation in professionally sponsored quality control review and attach evidence of the successful completion of this process in the appendix of the proposal. Describe the firm's experience regarding the GFOA Certificate of Achievement and with Annual Comprehensive Financial Report. In addition, describe the firm's experience assisting municipalities to be in compliance with GASB Statement No. 34.
- 3. **Resumes** Identify the supervisors and the staff who are to perform the services. Provide resumes/employment histories of these officials illustrating relevant past experience, training, and education.

- 4. **References** List the names, addresses, and telephone numbers of five Rhode Island municipalities who may be contacted.
- 5. **Approach to Engagements** Describe the proposed work plan designed to accomplish the scope of required services. This plan should identify procedures to be used, the segments of each engagement, a timetable for completion of the engagements, and time estimates by staff level for each segment of the engagements.
- 6. **Fee Schedule** Identify the all-inclusive maximum fees for each year required for performing the above-mentioned audit services to the Town of Smithfield for the fiscal years ending June 30, 2024, 2025, and 2026. The dollar cost bid should specifically identify the fee for the audit services and the fee for the agreed-upon procedures.

For each of the preceding items, submit detailed minimum number of hours that will be committed for completion of the work and the fee that will be proposed. In addition, the total of committed hours and the total of the fee proposal must be shown.

The proposal must also contain information on any and all expenses that will be billed to the Town in conjunction with the audit services and the procedure that you will utilize to substantiate disbursement of committed hours expended to accompany your billing for the services.

From time to time, the Town Manager and the Finance Director may request assistance including the preparation of special reports, preparation of budgets, discussion of financing alternatives, as well as consultation on financial and miscellaneous matters, and so forth. The Town recognizes that it is not practical to commit to a fixed fee for those services and they must be paid for on an as-rendered basis. Your proposal must include your willingness and ability to render such services, the method you will use for billing relative to such services, the rates to be charged, and the method to be used for documentation thereof. In accordance with Government Auditing Standards, the firm providing non-audit services must evaluate whether providing the services creates an independence impairment either in fact or appearance with respect to the audit of the Town.

Your proposal must include a description of your firm, description of your experience in municipal accounting and auditing, and a detailing of all personnel to be assigned to conduct the audit and provide additional services with a brief description of their experience and the extent, if any, subcontractors, co-proposers, or other entity will be employed.

The audit organization shall have an appropriate internal quality control system in place and participate in an external quality control review program as required by Government Auditing Standards and will submit a copy of their most recent external quality control review report and also submit the results of any subsequent review performed during the term of the contract associated with their review.

Your proposal must include a copy of your certificate of liability insurance in the amount of \$1,000,000

Any representations made with the submission will be relied upon and if proven false will be grounds for termination of the contract, if awarded. False representations will also be grounds for forfeiture of all payments under the contract. This will not limit the Town from seeking any other legal or equitable remedies.

Additional Information To Be Provided To The Municipality and The Auditor General

The following information must be contained in a written representation by the audit firm to the municipality:

- A. Current status of the professional license of the firm, partner in charge, and senior accountant in charge.
- B. Staffing information including:
 - Firm size
 - Number of staff allocated to the audit job.
 - Relevant qualifications and experience of each person assigned to the audit job.
- C. The amount and type of professional liability coverage. The audit firm shall have at the time of proposal, and throughout the period of engagement, professional liability insurance coverage of not less than \$1 million.
- D. A list of any professional complaints pending or resolved against the firm or any of its partners with the state board of accountancy, or any self regulatory, professional or government authority including but not limited to the AICPA or Rhode Island Board of Accountancy.
- E. Information regarding any lawsuits or claims against the firm, pending or resolving.
- F. A statement of relevant experience including a list of municipal or other governmental audits performed in the last five years.
- G. Expected time budget, expected start date and completion date for the audit.
- H. A statement that there exists no client conflicts which would inhibit the ability to perform the audit in accordance with professional standards.
- I. Representation that the private auditor is independent under the requirements of the American Institute of Certified Public Accountants and Governmental Auditing Standards.
- J. Representation that any subcontractors, co-proposers, or any other entity providing professional services under the engagement will be subject to, and will have met, all the same applicable requirements as the proposer.
- K. Representation that the private auditor of a municipality meets the continuing educational requirements of the Government Auditing Standards.
- L. Representation that the private auditor has an appropriate internal quality control system in place and has participated in an external quality control review program as required by Government Auditing Standards. The firm will provide a copy of its most recent external quality control review report and also submit the results of any subsequent review performed during the term of the contract.
- M. Representation that the private auditor is familiar with generally accepted accounting principles for state and local government units, generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants, the standards

for financial audits set forth in Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act of 1984 as amended in July 1996 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) - Subpart F – Audit Requirements. The private auditor will conduct the audit and report in accordance with those standards.

Evaluation Criteria

The award of the engagement will be based upon the following evaluation criteria. An evaluation committee will be comprised of individuals knowledgeable about auditing and financial reporting matters. Proposals will be evaluated using the following criteria and scoring weights below resulting in a maximum score of 100 points:

1. REFERENCES

- a. Past history of doing work for the Town of Smithfield and the quality of work that was exhibited.
- b. References received from other municipal clients.
- c. The audit organization shall provide a copy of their most recent external quality control review report to the municipality.
- d. AICPA Peer Review Program quality control review report.

2. EXPERIENCE

- a. Experience of the firm in auditing Rhode Island municipalities and school departments.
- b. Staff resources of the firm to deliver a high-quality audit on time.
- c. Qualifications of the audit team to be assigned to the Town's account.
- d. The senior accountant in charge of the fieldwork shall possess a CPA designation.

3. STANDARDS

- a. Must meet the independence requirements of the AICPA Code of Professional Ethics and the independence requirements of the Government Auditing Standards
- b. The audit organization and the individuals responsible for planning, directing, conducting substantial portions of the field work, or reporting on government audits shall meet the continuing educational requirements of the Government Auditing Standards issued by the Comptroller General of the United States.
- c. Hold a valid permit in the State of Rhode Island
- d. The audit organization shall have an appropriate internal quality control system in place and participate in an external quality control review program as required by Government Auditing Standards

4. AUDIT APPROACH

- a. Adequacy of proposed staffing plan for various segments of the engagement.
- b. Adequacy of sampling techniques.
- c. Adequacy of analytical procedures.
- d. Adequacy of number of hours proposed for engagement.

5. COST / OVERALL PROPOSAL

- a. Overall qualities of the proposal and responsiveness to the Request for Proposals.
- b. Takes into account the hourly rates of the members assigned to audit.
- c. Total hours to complete tasks.
- d. Total Cost for Services

Proposals will be evaluated using the following scoring weights resulting in a maximum score of 100 points:

	Maximum
	points
Overall qualifications and experience of the firm and the specific	
engagement personnel to be assigned focusing on experiences	40
with governmental entities and the specific line of business or	40
services provided by the entity to be audited.	
Overall audit approach and audit strategy described/outlined in	
the proposal and firm capacity to perform the engagement within	30
the specified timeframe (prior experience of the firm in meeting	30
timelines should be factored in here)	
Audit fees - See formula for points awarded for audit fees (*) 30	30
Maximum evaluation points 100	100

^{*} Evaluation technique – audit fees

Audit fee score = (lowest qualified bid/bid for firm being evaluated) X 30 points

Example: Assuming 3 bids received were: (firm A) - \$40,000, (firm B) - \$46,000, (firm C) - \$50,000

Firm A (the lowest bidder)	awarded 30 points	\$40,000/\$40,000 X 30 points = 30
Firm B	awarded 26 points	$40,000/46,000 \times 30 \text{ points} = 26$
Firm C	awarded 24 points	$40,000/50,000 \times 30 \text{ points} = 24$

An evaluation grid will be prepared summarizing the scoring by each member of the evaluation committee and the composite ranking. If any firm is disqualified and therefore not evaluated, the reason for such action shall be documented.

Scope of Work to be Performed

The proposals will be analyzed and awarded on a one-year basis with two one-year extensions. The proposals must include detailed information (as required and described herein) for the annual audit for the years ending June 30, 2024, June 30, 2025 and June 30, 2026 as well as detailed information on the procedure and amount of billings for special services rendered to the Town as the Town Manager and Finance Director may request from time to time.

All audit work will be completed on our premises and all schedules will be prepared by the audit firm, based on the trial balances as prepared by the Town's management.

The Town of Smithfield reserves the right to reject any and all proposals, to waive any technical defect or informality in the proposals received, and to accept any of the proposals deemed most favorable to the interest of the town.

Any amendments to the contract for additional work will be negotiated in good faith. Provided, however, in the event that the parties cannot mutually agree on additional work to be performed and the cost for said work, then the Town, as its option, may rescind the option period.

The submission of the Audit Reports to the State Auditor General shall be no later than December 31st following the end of the fiscal year being audited. A copy of the final written correspondence, *The Auditor's Communication with Those Charged with Governance*, shall also be delivered to the State Auditor General. The submission of Audit Reports to the Town Council shall be no later than January 5th following the end of the fiscal year being audited.

Forty (40) copies of the Town's Annual Comprehensive Financial Report, Twenty (20) copies of the School Financial Report, Ten (10) copies each of the Libraries' Financial Report shall be required to be submitted by said date.

The Management Letter including comments and recommendations shall be submitted to the Finance Director's Office no later than November 21st following the fiscal year being audited and 15 (fifteen) copies of said letter shall be required to be submitted by that date.

20 (twenty) copies of the final agreed-upon procedures report on the School Department's compliance with the Uniform Chart of Accounts shall be delivered to the Finance Director.

The individual or firm selected must agree to a clause in the agreement for services that provides a penalty of \$500.00 (five hundred dollars) per week or fraction thereof for each such period the audit reports and/or management letters are late in submission. No waiver as to the deadline of November 21st will be considered. The submission of the Audit Reports to the State Auditor General and State Director of Revenue shall be no later than December 31st following the end of the fiscal year being audited. A copy of the final written correspondence, *The Auditor's Communication with Those Charged with Governance*, shall also be delivered to the State Auditor General.

A representative of the firm will be expected to appear before the Town Council, School Committee, East Smithfield Library Board, and Greenville Public Library Board to present the findings of the audit and any requested work sessions.

Audit Standards

- 1. The audit shall be conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants.
- 2. The audit shall also be conducted in accordance with the standards for financial audits set forth in Government Auditing Standards issued by the Comptroller General of the United States. If a single audit is required then the standards contained in the amended (July 1996) Single Audit Act of 1984 and the provisions of OMB Guidance 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) Subpart F Audit Requirements.

Audit Scope

- 1. Compile and prepare all necessary reports and documents required by GASB, based on trial balances as prepared and provided by the Town's management.
- 2. The auditor shall express an opinion on the fair presentation of the basic financial statements which shall include government-wide financial statements, fund financial statements, and notes to the financial statements in conformity with generally accepted accounting principles.
- 3. The auditor shall also be responsible for performing certain limited procedures, as required by generally accepted auditing standards, involving required supplementary information mandated by the Governmental Accounting Standards Board.
 - a. Required supplementary information shall include:
 - Management Discussion and Analysis
 - Schedule of Revenue, Expenditures, and Changes in Fund Balance General Fund (Budgetary Basis)
 - Schedule of Revenue, Expenditures, and Changes in Fund Balance School Unrestricted Fund (Budgetary Basis)
 - Notes to Required Supplementary Information Reconciliation of GAAP to Budgetary Basis General Fund
 - Schedules related to defined benefit pension plans and OPEB plans.
- 4. The auditor shall also express an "in-relation-to" opinion on the supplementary financial statements and schedules based on the auditing procedures applied during the audit of the basic financial statements.
 - a. Supplementary Financial Statements, Schedules, and Information shall include:
 - Combining fund financial statements shall be presented as supplementary information for all non-major governmental funds. Each non-major fund

(included within the Special Revenue Funds, Capital Projects Funds, Debt Service Funds, and Permanent Funds) shall be presented as separate columns in the combining fund financial statements. Similarly, combining financial statements shall also be presented for each of the other fund types when there is more than one internal service fund, enterprise fund, and fiduciary fund.

- Combining financial statements shall be presented for the General Fund when separate funds are maintained within the accounting system, but the funds do not qualify as special revenue funds, in accordance with generally accepted accounting principles, and are merged with the General Fund for financial reporting purposes.
- 5. If applicable, an audit of major programs shall be performed in accordance with the criteria outlined in OMB Guidance 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) Subpart F Audit Requirements.
 - a. The auditors shall audit major programs as required by OMB Guidance 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) Subpart F Audit Requirements and express an opinion on compliance for each major program.
 - b. Major programs shall be determined in accordance with guidance provided in OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) - Subpart F – Audit Requirements shall be performed.
 - c. The auditor is not required to audit the Supplementary Schedule of Expenditures of Federal Awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of financial statements.
- 6. Other schedules may be required by the Town and/or the State of Rhode Island Director of Revenue, Auditor General, and Department of Education or as required by the applicable section of the general laws such as, Rhode Island General Law Section (RIGL) 45-10-6 (Contents of Audit Report).
 - The Tax Collector's Annual Report shall be presented within Other Supplementary Information to meet the requirements of RIGL 45-10-6 for additional information to the basic financial statements. The Tax Collector's Annual report should be presented in accordance with the revised format requirements of the RI Department of Revenue Division of Municipal Finance (contact the Division for the most current template). The auditors engaged to audit the municipality's financial statements shall also report on the Tax Collector's Annual Report, as supplementary information ("fairly presented in relation to the municipality's basic financial statements").
 - Municipal Transparency Portal (MTP) Enacted legislation amended Rhode Island General Laws §45-12-22.2 and §44-35-10 to improve required reporting by creating the Municipal Transparency Portal (MTP) which will represent a centralized location

for municipal financial information. Each municipality shall include their Annual Supplemental Transparency Report, MTP2, within their annual audited financial statements. This requires one schedule that includes (1) municipal reportable government services and (2) all school services (consistent with RIDE UCOA requirements). The Annual Supplemental Transparency Report, MTP2, included within the annual audit report shall also include reconciliation to the amounts included in the fund level financial statements.

The auditors engaged to audit the municipality's financial statements shall also report on the Annual Supplemental Transparency Report (including the reconciliations), MTP2, as supplementary information ("fairly presented in relation to the municipality's basic financial statements").

Auditors are not required to opine on the municipality's determination of "reportable government services" (RGS) as defined in Section 2.1 of the Municipal Transparency Portal Implementation Guidance. The municipality will make the determination of "reportable government services" for inclusion in the various reports required to be submitted through the municipal transparency portal. However, auditors will be expected to review the reconciliations as part of the Annual Supplemental Transparency Report, MTP2, (required for inclusion in the audited financial statements as supplementary information) to assess the inclusion of amounts reported which are not within the municipality's or school's general fund.

The format of the required MTP schedules and related reconciliations, as well as, the typical timeline for filing of the annual municipal data report and coordination with annual financial statement audit, are detailed in the MTP Implementation Guidance (available on the RI Division of Municipal Finance website: Municipal Transparency Portal | RI Division of Municipal Finance).

The Independent Auditor's Report shall include reference to the Annual Supplemental Transparency Report, MTP2, as supplementary information. See the Municipal Transparency Portal Implementation Guidance for additional information.

- 7. Statistical Section (Last Ten Years Where Applicable)
 - a. The Town's prior year audit report, detailing the specific schedules required, is available for review.

The Town of Smithfield requires the firm provide assistance with the Annual Comprehensive Financial Report submission.

Information to be provided to the Audit Firm

The information to be provided to the audit firm shall include the following:

- I. Combined Financial Statements Overview with approved GASB 34 reporting requirements and Post Employment requirements.
- II. Fund Structure that the Town of Smithfield uses and account groups in its financial reporting including, but not limited to the following:

Fund Type	Number of Individual Funds	Number with Legally Adopted Annual Budgets
General Fund	1	1
Special Revenue	33	1
Capital Projects	16	
Enterprise Funds	7	3
Fiduciary Funds	3	
Custodial Funds	4	
Permanent Funds	1	

- III. One-year and six-year capital budget program.
- IV. General Fixed Assets in correlation to GASB 34 Reporting
- V. General Long-Term Debt including Employee vacation and sick leave accrual.
- VI. Capital Improvement Program Funds
- VII. Schedule of General Fund revenues, transfer, and expenditures for the last five (5) fiscal years
- VIII. Schedule of Uncollected Property Taxes
- IX. Schedule of any and all Construction Contracts
- X. Public Library Funds, including:
 - A. Greenville Public Library (complete comprehensive audit including their records)
 - B. East Smithfield Public Library (complete comprehensive audit including their records)
- XI. School Department and all Related Entities

Smithfield School Department

Background:

The Smithfield School Department is responsible for the education of approximately 2,415 children at five school sites in the Town of Smithfield. The 2023-2024 operating budget is approximately \$43,200,372, of which the State of Rhode Island provides \$8,742,214, miscellaneous revenues amount to \$600,000 and the Town of Smithfield provides \$33,871,610. The grants in Fiscal Year 2022-2023 are approximately 47, of which 20 are Federal grants. Grants total approximately \$2,869,807. In addition to the operating funds, some school sites maintain school and student activity accounts. The School Department performs budgeting, purchasing, accounts payable and receivable, payroll, and accounting functions. A modified accrual system is maintained on a computer for operating funds and grants. A computer service also prepares payroll and related services. School and student activity accounts are manually maintained at each school, but activity is entered into the School Department's financial system on a quarterly basis.

Entities to be Audited:

The following entities are to be audited:

- 1. Smithfield School Department Operating Funds and Grants.
- 2. Smithfield High School School Activity Accounts.
- 3. Gallagher Middle School School Activity Accounts.
- 4. Old County Road Elementary School School Activity Accounts
- 5. Pleasant View Elementary School School Activity Accounts
- 6. Raymond C. LaPerche Elementary School School Activity Accounts
- 7. Smithfield School Department Pupil Enrollment.
- 8. Smithfield School Department School Lunch Account.
- 9. Any other funds not specifically listed above.

Regulations: Standard Auditing Procedures for Local School Districts

I. Audit Required

All school districts within Rhode Island are required to have an annual audit in accordance generally accepted auditing standards, the standards for financial audits set forth in government auditing standards issued by the Comptroller General of the United States. , and, if applicable, in accordance with standards contained in the amended (July 1996) Single Audit Act of 1984 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) - Subpart F – Audit Requirements.

School districts which are part of the primary government of a municipality shall be included in the municipality's post audit.

SCOPE OF AGREED-UPON PROCEDURES ENGAGEMENT FOR THE UNIFORM CHART OF ACCOUNTS

The Smithfield School Department maintains a Uniform Chart of Accounts as promulgated by the Auditor General and Commissioner of Education in accordance with Rhode Island General Law 16-2-9.4.

Each municipal school district, regional school district, collaborative, or charter school, which is required to adopt the Uniform Chart of Accounts (UCOA), shall have additional compliance testing procedures designed to assess compliance with UCOA requirements and the entity's effectiveness of internal control over compliance with those requirements. The auditors engaged to perform the annual audit of the entity shall also be engaged to report on their tests of compliance with UCOA requirements in an agreed-upon procedures compliance attestation format.

Auditors should have performed the test work necessary to complete the UCOA Agreed-Upon Procedures before issuing the audit report. The agreed-upon procedures report, along with the audited financial statements, shall be provided to the Rhode Island Department of Education and the Office of the Auditor General at the conclusion of the annual audit or the revised timeline established by the Rhode Island Department of Education and the Office of the Auditor General.

SEE ATTACHMENT A FOR THE AGREED-UPON PROCEDURES. Please note that the agreed-upon procedures may be subject to subsequent modification.

II. Required Reports

All audit reports issued must be in accordance with generally accepted auditing standards, the standards for financial audits set forth in Government Auditing Standards, and, if applicable, in accordance with standards contained in the amended (July 1996) Single Audit Act of 1984 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance) - Subpart F – Audit Requirements. School districts which are part of the primary government of a municipality shall be included in the municipality's post audit report.

- A. Combined financial statements for the current and previous fiscal years.
- B. Management letter to include an evaluation of internal controls and procedures, along with comments and recommendations based upon observations during the conduct of your audit work.
- C. Compile and prepare all necessary reports and documents as required by the GASB, based on trial balances as prepared by the School Department's management.

D. Agreed-upon procedures report on the School Department's compliance with the Uniform Chart of Accounts.

III. Report Due Dates

- A. The submission of the Audit Reports to the State Auditor General shall be no later than December 31st following the end of the fiscal year being audited. A copy of the final written correspondence, *The Auditor's Communication with Those Charged with Governance*, shall also be delivered to the State Auditor General. The submission of Audit Reports to the Town Council shall be no later than January 5th following the end of the fiscal year being audited.
- B. Other program reports, as may be required by the Commissioner, shall be submitted to the Department of Education at a time as determined by the Commissioner.
- C. The agreed-upon procedures report along with the audited financial statements shall be submitted to the Rhode Island Department of Education and the Office of the Auditor General at the conclusion of the annual audit or the revised timeline established by the Rhode Island Department of Education and the Office of the Auditor General.

Audit Reports

- A. Draft copies of all audit report(s), adjusting entries and the management letter shall be submitted to the Finance Director of the municipality prior to the exit conference so that there will be adequate time for review.
- B. Following the completion of the audit of the fiscal year's financial statements, the auditor shall report on:
 - 1. The fair presentation of the basic financial statements in conformity with generally accepted accounting principles based on an audit performed in accordance with generally accepted auditing standards and Government Auditing Standards. The auditor shall also make reference to, but not opine on, required supplementary information consistent with reporting guidance in the applicable AICPA Audit Guide
 - 2. Supplementary financial statements, schedules and information are fairly stated in all material respects in relation to the basic financial statements as a whole.
 - The supplementary information shall include combining fund financial statements (and if applicable, General Fund combining financial statements), the Annual Supplemental Transparency Report (MTP2, including the reconciliations), and the Tax Collector's Annual Report.

- 3. Internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- 4. Reports required under trust agreements, loan agreements, etc.
- 5. Reports and summaries related to federal financial assistance (as appropriate in the circumstances) as required by OMB Guidance (the auditor should refer to applicable OMB guidance in effect and the applicable AICPA Audit Guide for reporting guidance) and complete SF-SAC Data Collection Form to be submitted in accordance with the current method of submission for Single Audit reporting packages (per OMB public Notice), to the Federal Audit Clearinghouse Internet Data Entry System.
- 6. The supplementary schedule of expenditures of federal awards (SEFA) the auditor is to provide an "in-relation-to" opinion on the SEFA, based on the auditing procedures applied during the audit of the financial statements.
- 7. Other reports requested by the municipality and/or Town Manager and/or the Auditor General and/or Director of Revenue or as required by the applicable section of the General Laws of Rhode Island.

Management Letter

- A. The audit specification requires the submission of a management letter upon completion of the audit to the Finance Director of the municipality, with copies to the Director of Revenue and the Auditor General.
- B. The management letter should include comments, and/or recommendations beyond those included in the report described above, on such matters as:
 - 1. Policies, procedures and practices employed by the municipality.
 - 2. Control deficiencies that are not significant deficiencies or material weaknesses
 - 3. Use of resources to provide a governmental service in reasonable, judicious, economical and efficient manner.
 - 4. Compliance with state laws pertaining to the municipality and with the rules and regulations established by the municipality.

Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Town of Smithfield of the need to extend the retention period. The auditor will be required to make working papers available upon request by the Town at no additional cost.

As required by Section 45-10-4 of the RI General Laws, it is understood that the contract between the municipality and the audit firm shall require the auditor or the audit firm to release any and all information obtained in the course of the engagement to the Rhode Island State

Auditor General (or his designee). This information includes but is not limited to financial data, analysis, audit documentation and memorandum. Audit documentation of the independent auditors shall be made available to the Auditor General (or his designee) upon request. The request for such information by the Auditor General shall be responded to promptly. Failure to provide this information shall constitute a breach of contract and the contract shall give the Auditor General standing in a court of competent jurisdiction to enforce this provision.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance and for no additional fee.

Hold Harmless:

Except as provided below, the Company agrees to defend and save harmless the Town, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the Town is free from negligence on the part of itself, its employees and agents.

The Town agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Inquires concerning these specifications should be directed via email to the following:

Carlos Santos
Purchasing Agent
Smithfield Town Hall
64 Farnum Pike
Smithfield, RI 02917-3203

Email: <u>csantos@smithfieldri.gov</u>



Town of Smithfield Bid Form

Annual Financial Audit and Agreed-Upon Procedures

	Fiscal Year	Town	School	AUP	Total
	June 30, 2024				
Bid Price	June 30, 2025				
	June 30, 2026				

Comments:

Vendor Address:		
City, State, Zip:		
Federal ID # or Social Security #:		
Phone #:	Fax:	
Email:		
Name and Title of Person Signing:		
Signature:		



TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034 FAX: (401) 233-1075

MEMORANDUM

Date: June 4, 2024

To: Honorable Town Council

Through: Randy R. Rossi, Town Manager

From: Gene Allen, Public Works Director

RE: Rescind Vehicle Purchase – Greater Boston Police Council (GBPC) – One (1) 2024

International HV607 - 41,000 GVW Cab and Chassis

Background:

At your September 19, 2023 meeting I was before you requesting approval to purchase a 2024 International HV607 – 41,000 GVW Cab and Chassis to replace one 1994 Ford L-8000 dump truck. You voted to approve the purchase.

Unfortunately with the challenges that still exist in the material supply chains and labor shortages, the dealer has not been able to secure a built slot in 2024 for the new truck. I have been informed that the build will not be scheduled until sometime in 2025, and, the GBPC contract pricing the truck was ordered under will have expired. The new contract is expected to have significant increases.

The dealer, Allegiance Trucks, has informed me that they have a new 2025 International HV507 SFA cab and chassis in stock that a buyer refused to take possession of. The refusal was over the configuration of the exhaust stack, which did not allow for a wing plow assembly to be installed.

This cab and chassis is essentially the same truck that we have previously purchased, with the exception that it has a 50,000 GVW capacity and a couple of additional options, as opposed to the 41,000 GVW. We have inspected the vehicle and confirmed with DeJana Truck and Utility Equipment, who would be installing the swap loader equipment, that our standard equipment can be installed on this truck.

Financial Impact:

The funding for this contract, \$204,000.00, is contained within the Public Works annual capital budget. The previous approval for the purchase of the 2024 HV607 Cab and Chassis would need to be rescinded, along with the Resolution to Purchase, and replaced with a recommendation to purchase the HV507 Cab and Chassis, and a new Resolution to Purchase.

3 Spragueville Rd Smithfield, RI 02917

Recommendation:

That the Smithfield Town Council vote to rescind the previously approved purchase of one (1) new 2024 International HV607 41,000 GVW Cab and Chassis for \$123,481.18 through the Cooperative Procurement Contract, through the Metropolitan Area Planning Council, as Agent for Greater Boston Police Council, with Allegiance Trucks, LLC of 17 O'Keefe Lane, Warwick, RI 02888.

Moved: That the Smithfield Town Council vote to rescind the previously approved purchase of one (1) new 2024 International HV607 41,000 GVW cab and Chassis for \$123,481.18 through the Cooperative Procurement Contract, through the Metropolitan Area Planning Council, as Agent for the Greater Boston Police Council, with Allegiance Trucks, LLC of O'Keefe Lane, Warwick, RI 02888.

3 Spragueville Rd Smithfield, RI 02917



TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034 FAX: (401) 233-1075

MEMORANDUM

Date: June 4, 2024

To: Honorable Town Council

Through: Randy R. Rossi, Town Manager

From: Gene Allen, Public Works Director

RE: Vehicle Purchase – Greater Boston Police Council (GBPC) – One (1) 2025

International HV507 - 50,000 GVW Cab and Chassis

Background:

Allegiance Trucks, has informed me that they have a new 2025 International HV507 SFA cab and chassis in stock that a buyer refused to take possession of. The refusal was over the configuration of the exhaust stack, which did not allow for a wing plow assembly to be installed.

This cab and chassis is essentially the same truck that we have previously purchased, with the exception that it has a 50,000 GVW capacity and a couple of additional options, as opposed to the 41,000 GVW. We have inspected the vehicle and confirmed with DeJana Truck and Utility Equipment, who would be installing the swap loader equipment, that our standard equipment can be installed on this truck.

Financial Impact:

The funding for this contract, \$204,000.00, is contained within the Public Works annual capital budget.

Recommendation:

That the Smithfield Town Council authorizes the Town Manager to enter into a Cooperative Procurement Contract, through the Metropolitan Area Planning Council, as Agent for Greater Boston Police Council, with Allegiance Trucks, LLC of 17 O'Keefe Lane, Warwick, RI 02888, for the purchase of one (1) new 2025 International HV507 SFA 50,000 GVW Cab and Chassis for \$141,052.00.

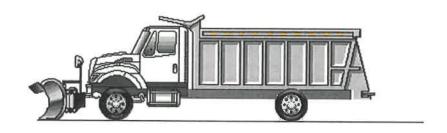
Moved: That the Smithfield Town Council authorizes the Town Manager to enter into a Cooperative Procurement Contract, through the Metropolitan Area Planning Council, as Agent for Greater Boston Police Council, with Allegiance Trucks, LLC of 17 O'Keefe Lane, Warwick, RI 02888, for the purchase of one (1) new 2025 International HV507 SFA 50,000 GVW Cab and Chassis for \$141,052.00.

3 Spragueville Rd Smithfield, RI 02917

Prepared For: **TOWN OF SMITHFIELD** Gene Allen **64 FARNUM PIKE** ESMOND, RI 02917-(401)233 - 1000 Reference ID: N/A

Presented By: **ALLEGIANCE TRUCKS** Brian McDermott 17 O'KEEFE LN. WARWICK RI 028881022 401-784-3060

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile 2025 HV507 SFA (HV507)

AXLE CONFIG: APPLICATION:

4X2

Front Plow and Wing with Spreader

MISSION:

Requested GVWR: 50000. Calc. GVWR: 50000. Calc. GCWR: 80000

Calc. Start / Grade Ability: 25.91% / 2.97% @ 55 MPH

Calc. Geared Speed: 68,9 MPH

DIMENSION: ENGINE, DIESEL:

SUSPENSION, REAR, SINGLE:

CAB:

PAINT:

Wheelbase: 183,00, CA: 108.00, Axle to Frame: 63.00

{Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM

Governed Speed, 359 Peak HP (Max)

TRANSMISSION, AUTOMATIC: {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with

PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max,

On/Off Highway

CLUTCH: Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING: (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity

AXLE, REAR, SINGLE: (Meritor RS-30-185) Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential,

T Wheel Ends Gear Ratio: 6,14

Conventional, Day Cab

TIRE, FRONT: (2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position TIRE, REAR: (4) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

Cab schematic 100WK

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Base Chassis, Model HV507 SFA with 183,00 Wheelbase, 108.00 CA, and 63.00 Axle to Frame.

AXLE CONFIGURATION (Navistar) 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm)
Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 27" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity

SUSPENSION, FRONT, SPRING Multi-Stage Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers

SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

- : BRAKE LINES Color and Size Coded Nylon
- : DRAIN VALVE Twist-Type
- : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
- : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
- : PARKING BRAKE VALVE For Truck
- : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
- : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

<u>Notes</u>

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

DRAIN VALVE (Berg) with Pull Chain, for Air Tank

AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER (Wabco System Saver 1200) with Heater

BRAKE CHAMBERS, POSITION Relocated To Rear Of Rear Axle For Maximum Ground Clearance

BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Sqln Spring Brake

BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 Sqln

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT (Gunite) Automatic

SLACK ADJUSTERS, REAR (Gunite) Automatic

AIR COMPRESSOR (Cummins) 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR (Meritor 16.5X7 P) Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle

BRAKES, FRONT (Meritor 16.5X6 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) (Sheppard M100/M80) Dual Power

DRIVELINE SYSTEM (Dana Spicer) SPL170, for 4x2/6x2

EXHAUST SYSTEM Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical Tail Pipe

ENGINE COMPRESSION BRAKE (Jacobs) for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

TAIL PIPE (1) Turnback Type, Bright

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 10'

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

- : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- : STARTER SWITCH Electric, Key Operated
- : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- ; WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- : WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

SNOW SHIELD (2) Chrome; for Dual Air Horns

ALTERNATOR (Delco Remy 36SI) Brushless, 12 Volt, 165 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord

BATTERY SYSTEM (Fleetrite) Maintenance-Free, (4) 12-Voit 2640CCA Total, Top Threaded Stud

TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

BATTERY BOX Aluminum, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab

HORN, ELECTRIC Disc Style

STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated

JUMP START STUD, 12V Remote Mounted

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On

STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel

USB PORT (1) Located in the Instrument Panel

HEADLIGHTS Halogen

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

HOOD, HATCH (01) for Servicing

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WK"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

SAFETY TRIANGLES

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL (Cummins L9 360) EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)

FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln Charge Air Cooler

Includes

- : DEAERATION SYSTEM with Surge Tank
- : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
- : RADIATOR HOSES Premium, Rubber

AIR CLEANER Single Element

EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2024

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ACCESSORY WIRING, SPECIAL for Road Speed Wire Colled Under Instrument Panel for Customer Use

ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, TRANSMISSION (Modine) Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, SINGLE (Meritor RS-30-185) Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends. Gear Ratio: 6.14

Notes

: Axle Lead Time is 60 Days

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

FUEL TANK STRAPS Bright Finish Stainless Steel

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab

FUELWATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes

- : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
- : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
- : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER (National 2000) Air Suspension, Hi Back, Cloth Facing/Vinyl Boxing, 1 Inboard Arm Rest, Isolator, Adjuster, 3 Chamber Lumbar, 6 Way Front Adj, 3 Way Rear Cushion Adj, -3 to 14 Degree Back Angle Adjustment, Adjust Side Bolster, Vinyl Suspension Cover, Heat

GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar

MIRROR, CONVEX, HOOD MOUNTED (Lang Mekra) (2) Right and Left Sides, Bright, Heated, 7.5" Sq.

SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

- : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
- : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
- SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

MONITOR, TIRE PRESSURE Omit

WINDSHIELD Heated, Single Piece

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT (Accuride 29039) DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc

WHEELS, REAR (Accuride 29300) DUAL DISC: 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied Gray Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied Gray Powder Coat Paint

WHEEL GUARDS, FRONT (Accuride) for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches

- (2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
- (4) TIRE, REAR 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 84-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission

SRV CONTRACT, EXT ALLISON XMSN (Allison) To 84-Month/Unlimited Miles/km, for Allison 3000 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07)

A T Northern Warwick, LLC

17 Okeefe Lane, Warwick, R I 02888

Presented in accordance with awarded contract GBPC 2023 TRUCKS Valid Thru Nov 24 2024

Date Municipal Entity Contact 5/16/2024

Municipal Entity Town of Smithfield R I

Street City/State/Zlp Phone Gene Allen 3 Sprageville Rd Smithfleld, R I 02917 401-233-1032 ext 102

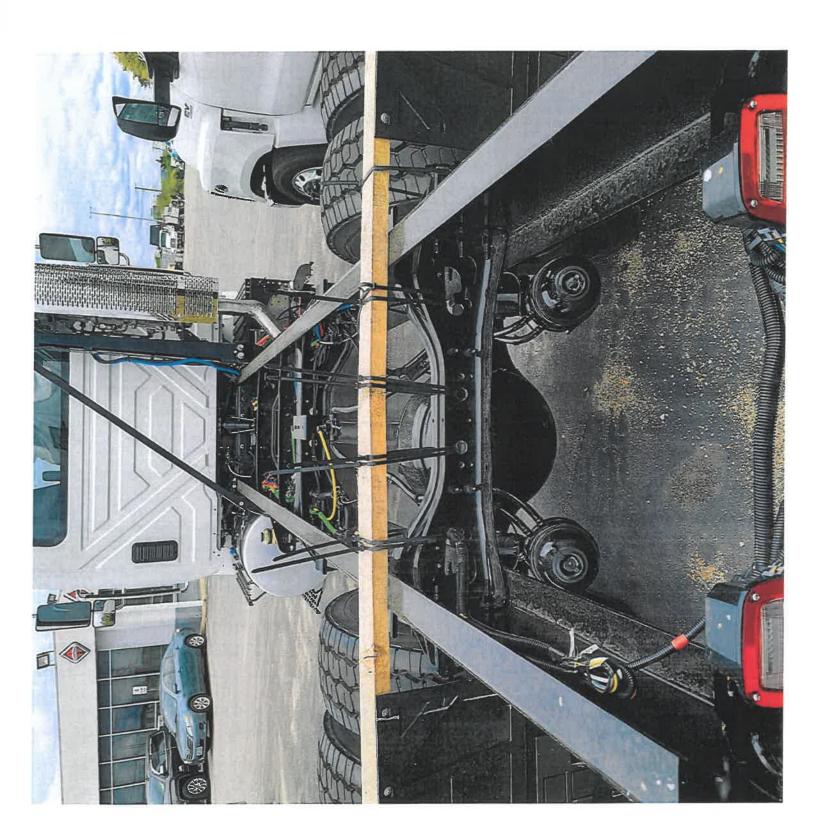
Comments

otion	ID	Descrip	Unit Price		
			NIT AND CHASSIS OPTIONS	_	
x	HV		HV LINE Chassis Options - HV507SFA / HV513SFA / HV607SBA / HV613SBA	\$	99,750.0
х	HV		120,000 PSI Severe Duty Frame 10.866"	\$	697,0
x	HV		27* Parent Frame Extension in Lieu of 20*	\$	151.0
x	HV		Cummins L9 360 hp @ 1150 ft lbs Torque	\$	2,429.0
x	HV		Stainless Steel Oil Pan - Cummins L9	\$	3,250.0
x	HV	3149	Engine Compression Brake	\$	2,750.0
x	HV		Nuetral At Stop	\$	2,750.0
x	HV	3158	Water-to-Oil or Air-to-Air Transmission Cooler	\$	539.0
x	HV	3166	Electronic Stability Program (Air Brake)	\$	1,945.0
х	HV	3170	Trailer Air Brakes	\$	530.0
x	HV		Electric Trailer Brake Prep	\$	212.0
x	HV	+	20,000 lb, Capacity Front Axle	\$	2,994.0
x	HV	-	Air Bag Front Assist Left or Right	\$	347.0
x	HV	_	30,000 lb. Capacity Rear Axle w/ Cast Brake Shoes	\$	4,640.00
x	HV	3196	Full Lock Rear Differential Single Axie	\$	961.0
x	HV		Heavy Duty Driveline Upgrade Single Axle	\$	350.00
x	HV		31,000 lb. Rear Suspension ILO 23,500 lb. Suspension	\$	330.00
x	HV	3230	315R22.5 Tires w/ Wheels Per Axle	\$	2,358.00
x	HV	_	Air Driver Seat / Fixed Passenger Seat (Fixed/Open)	\$	840.00
x	HV	3252	Power Windows / Locks	\$	312.00
x	HV	3254	Safety & Convenience Package: Lamp Check; Lights on w/ Wiper; Wiper Save; Brake Warn; Door Alert; Key On Alert.	\$	574.00
x	HV	3255	Plow Light Switch & Harness Prep	\$	381.0
x	HV	3256	Exterior Visor Fiberglass or Stainless	\$	497.00
x	HV	3257	Fixed Grill	\$	453.00
x	HV	3259	Hood Service Hatch	\$	578.00
x	HV	3261	Bright Mirrors	\$	211.00
x	HV	3263	Stainless Tank Straps	\$	211.00
x	HV	3265	Dual Bright Roof Air Horns	\$	471.00
x	HV	3267	Air Conditioning	\$	685.00
x	HV	3268	Block Heater	\$	273,00
x	HV	3269	Hood Mounted Mirrors/Light Brackets	\$	272.00
x	HV	3271	Heated Option for Side Mirrors	\$	250.00
x	HV	3272	Power Side Mirrors	\$	277.00
x	HV	3273	Heated Windshield	\$	456.00
x	HV	3275	Remote Power Module Each	\$	825.00
x	HV	3293	DOT Safety Equipment and DOT inspection	\$	574.00
x	HV		Tire Pressure Monitoring System DELETE - Limited Availability	\$	(498.00
x	HV		Heated Fuel Water Separator - Frame Mounted	ŝ	475.00
x	HV	_	84-Month/100,000 Miles (160,000 km), Chassis EXCLUDING Engine & Transmission - for rear axles 52,000 lbs or less	\$	6,989.00
x	HV	9337	Allison 3000/3500 Series 60-Month / Unlimited Miles - Each Addtril 2 Year Period up to 4 Years over Base 3 Years	\$	1,500.0

Presented in accordance with awarded contract GBPC 2023 TRUCKS Valid Thru Nov 24 2024 5/16/2024 Town of Smithfield R I 0 0 0 0 **BODY & EQUIPMENT** SUBTOTAL 141,052.00 SUBTOTAL \$ 141,052.00 TRADE VALUE Trade Description: (as a negative number) Trade Vin: PO Total Required NEW PO TOTAL REQUIRED (hand write)>>>> \$ 141,052.00 DEALER APPROVAL

TOWN APPROVAL / PO NUMBER







TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date:

June 4, 2024

To:

Honorable Town Council

Through:

Randy R. Rossi, Town Manager

From:

Gene Allen, Public Works Director (

RE:

MPA #91 - Dejana Truck and Utility Equipment - One (1) Swap Loader Body

Purchase

Background:

The Town Council has before it this evening a request to purchase one (1) 2025 International HV507 cab and chassis to replace one 1994 Ford L-8000 truck. If that request is approved, a Swaploader will be installed on the cab and chassis through a separate procurement, specifically MPA 91 of the RI Master Price Agreement. The swaploader mechanism allows for the exchanging of a variety of truck bodies to provide more productivity to the department throughout the year.

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 RI Master Price Agreement MPA # 91, with DeJana Truck and Equipment Companies, at 9 Business Park Drive, Smithfield, RI 02917, for the purchase and installation of one (1) Swaploader and associated equipment and services for the total cost of \$63,681.00

Moved: That the Smithfield Town Council authorizes the Town Manager to enter into contract, through the RI Master Price Agreement MPA # 91, with DeJana Truck and Equipment Companies, at 9 Business Park Drive, Smithfield, RI 02917, for the purchase and installation of one (1) Swaploader and associated equipment and services for the total cost of \$63,681.00



QUOTE



MRW001232

5/23/2024

QUOTE #

DATE

New York, New England, Mid Atlantic & Greater Philadelphia

490 Pulaski Rd Kings Park, NY 11754 Phone(631)544-9000 Fax(631)544-3501

WWW.DEJANA.COM

BILL TO: Town

Town of Smithfield

SHIP TO:

Town of Smithfield

Phone: Fax:

Email:

Phone:

Fax:

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL	STD/CUSTOM
MICHAEL CASEY	TOWN OF SMITHFIELD	No	6/22/2024	NA

MAKE:				MODEL:		YEAR:	SRW/DRW:	
CAB TO AXLE:			WHEELBASE:		VIN:			
STOCK/ORDER NU	JMBER:	П			TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS:			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	** DISCLAIMER ** ALL PRICES ARE SUBJECT TO CHANGE BASED ON SERIALZATION / SCHEDULING OF CHASSIS		
1	SWAPLOADER MODEL #SL-2418 HOOKLIFT 24,000 lbs RATED CAPACITY LOADING / DUMPING DESIGNED FOR 84" TO 96" C/A TRUCKS,25,000-35,000LB GVWR FOR CONTAINERS 10' TO 12' LONG MAX DUMP ANGLE 57° FIXED HOOK HEIGHT 54" SLIDING JIB SLIDE THRU BODY LOCKS MANUAL CONTROLS INSIDE THE CAB HYDRAULIC OIL RESERVOIR MOUNTED STREETSIDE LIGHT BOXES WITH LED S/T/T AND BACKUP LIGHTS POLY FENDERS PTO AND PUMP PAINTED BLACK		
1	FULL PLATE 25 TON SWIVEL TYPE PINTLE HOOK		
1	DELIVERY TO DEALERSHIP		

SUBTOTAL	\$63,681.00
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$63,681.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
			15	Yes

- ♦ IF YOU WANT ANY OF THE SUGGESTED ITEMS CIRCLE YES FOR THAT ITEM
- ♦ SURCHARGES AND/OR REQUOTE MAY BE REQUIRED WHEN CHASSIS IS SERIALIZED OR SCHEDULED.

Customer must fill out the information below before the order can be processed...

Ouote #MRW001232

Accepted by:		Date:	P	O#:				
Please Fill In All Truck Information								
Dejana Pool Chassis	Dejana Pool Chassis Dealer Chassis Dealer Drop Ship Chassis							
Make	Model _			Color				
Stock #	_ Factory Order # _		VIN					
Year Ready	for Pickup (if dealer	r chassis)	Yes 🗌	No 🗌				

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

FORD CHASSIS WITH A DIESEL ENGINE AND A 26.5 GALLON MIDSHIP TANK MAY REQUIRE BODY MODIFICATIONS AT ADDITIONAL COST

- ◆ PLEASE SIGN AND INCLUDE PO IF REQUIRED AND EMAIL TO DEJANASALES@DEJANA.COM
- ◆ OR FAX BACK TO 631-544-3501
- Labor and installation are included in all pricing.
- Quoted price does not include any applicable taxes.
- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- A deposit may be required for orders with non-stock bodies
- ◆ To our valued customers with an account: invoice amount is for cash, check or ach payment. An additional 2% processing fee will be applied to credit card payments.

Due to unforeseen increases in lead times by all suppliers on custom bodies and equipment, dealers should calculate

180 days of floor plan	expense (from	receipt of	chassis) in	ito their	cost calculations.

Notes:



TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034 FAX: (401) 233-1075

DATE:

June 4, 2024

To:

Honorable Town Council

Through:

Town Manager Randy R. Rossi

From:

Gene Allen, Director of Public Works

Subject:

Rescind Resolution for the Purchase of one (1) new 2024 International HV607 - 41,000 GVWR

Cab and Chassis truck for \$123,481.18.

The purpose of this correspondence is to inform the Smithfield Town Council that the Department of Public Works will be requesting the Council, at their June 4, 2024 meeting, to rescind a previously approved Resolution for Purchase, authorizing the financing of one (1) new 2024 International HV607 41,000 GVWR Cab and Chassis truck for \$123,481.18.

The first of four (4) lease payment was budgeted as part of the FY 24 budget. A copy of the September 19, 2023 Resolution is attached to this memo.

Recommendation:

That the Smithfield Town Council vote to rescind a previously approved Resolution for Purchase authorizing the financing of one (1) new 2024 International HV607 41,000 GVWR Cab and Chassis truck for \$123,481.18.

Moved: That the Smithfield Town Council vote to rescind a previously approved Resolution for Purchase authorizing the financing of one (1) new 2024 International HV607 41,000 GVWR Cab and Chassis truck for \$123,481.18.



TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

DATE:

September 19, 2023

TO:

Town Manager Randy R. Rossi

FROM:

Gene Allen, Director of Public Works

SUBJECT: Resolution for the Purchase of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18.

The purpose of this correspondence is to inform you and the Smithfield Town Council that the Department of Public Works will be requesting the Council, at their September 19, 2023, Town Council Meeting, to pass a resolution authorizing the financing of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18.

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

A draft of the resolution is attached to this memo.

MOTION:

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

RESOLUTION

AUTHORIZING THE FINANCING OF ONE (1) NEW INTERNATIONAL HV607 – 41,000 GVW CAB AND CHASSIS, THROUGH THE TOWN OF SMITHFIELD'S CAPITAL LEASE FUND, RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Town Council authorized the purchase of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18, which will be financed through the Town of Smithfield Capital Lease Fund; and

WHEREAS, the one (1) new International HV607 41,000 GVW Cab and Chassis truck is essential for the Town to perform its governmental functions; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18; and

WHEREFORE, IT IS RESOLVED that:

SECTION 1. The Town Council hereby authorizes the Finance Director and the Town Manager acting on behalf of the Town, to purchase one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18 by a lease/purchase agreement (Lease) and to finance the same through the Capital Lease Fund, subject to annual appropriation therefor by the Town.

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

SECTION 3. The Finance Director and the Town Manager are hereby authorized to enter into the Lease and said officers are hereby authorized and instructed to take all actions, and to execute and deliver the Lease and any related agreements, certificates and other documents in such form, as approved by the Town Solicitor, as they may deem necessary or desirable to implement the Lease purchase financing of one (1) new International HV607 41,000 GVW Cab and Chassis truck for \$123,481.18

SECTION 4. That this Resolution is an affirmative action of the Town Council of the Town toward the execution and delivery of the financing documents in accordance with the purposes of the laws of the State of Rhode Island. This Resolution constitutes the Town's declaration of official intent, pursuant to Treasury Regulation 1.150-2, to reimburse the Town for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease. Such amounts to be reimbursed shall not exceed \$123,481.18 and shall be reimbursed not later than forty-eight (48) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than four (4) years after the date the expenditure is paid.

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

PASSED:	
	T. Michael Lawton, President Smithfield Town Council
ATTEST:	
Lyn Antonuccio Town Clerk	



TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034 FAX: (401) 233-1075

DATE:

June 4, 2024

To:

Honorable Town Council

Through:

Town Manager Randy R. Rossi

From:

Gene Allen, Director of Public Works

Subject:

Resolution for the Purchase of one (1) new 2025 International HV507 SFA- 50,000 GVWR

Cab and Chassis truck with a Swaploader body for \$204,733.00.

The purpose of this correspondence is to inform the Smithfield Town Council that the Department of Public Works will be requesting the Council, at their June 4th meeting, to approve a Resolution to Purchase authorizing the financing of one (1) new 2025 International HV507 SFA 50,000 GVWR Cab and Chassis truck for \$141,052.00 and a Swaploader body for \$63,681.00 for a total cost of \$204,733.00.

The first of four (4) lease payment is budgeted as part of the FY 24 budget. A draft of the resolution is attached to this memo.

Recommendation:

That the Smithfield Town Council vote to approve the Resolution to Purchase one (1) new 2025 International HV507 SFA 50,000 GVW Cab and Chassis for \$141,052.00 and a Swaploader body for \$63,681.00 for a total cost of \$204,733.00.

Moved: That the Smithfield Town Council vote to approve the Resolution to Purchase one (1) new 2025 International HV507 SFA 50,000 GVW Cab and Chassis for \$141,052.00 and a Swaploader body for \$63,681.00 for a total cost of \$204,733.00.

RESOLUTION

AUTHORIZING THE FINANCING OF ONE (1) NEW 2025 INTERNATIONAL HV507 – 50,000 GVW CAB AND CHASSIS AND SWAPLOADER BODY, THROUGH THE TOWN OF SMITHFIELD'S CAPITAL LEASE FUND, RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Town Council authorized the purchase of one (1) new 2025 International HV507 50,000 GVWR Cab and Chassis truck and Swaploader body for \$204,733.00, which will be financed through the Town of Smithfield Capital Lease Fund; and

WHEREAS, the one (1) new 2025 International HV507 50,000 GVWR Cab and Chassis truck and swaploader body is essential for the Town to perform its governmental functions; and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the one (1) new 2025 International HV507 50,000 GVWR Cab and Chassis truck and swaploader body for \$204,733.00; and

WHEREFORE, IT IS RESOLVED that:

SECTION 1. The Town Council hereby authorizes the Finance Director and the Town Manager acting on behalf of the Town, to purchase one (1) new 2025 International HV507 50,000 GVWR Cab and Chassis truck and swaploader body for \$204,733.00 by a lease/purchase agreement (Lease) and to finance the same through the Capital Lease Fund, subject to annual appropriation therefor by the Town.

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

SECTION 3. The Finance Director and the Town Manager are hereby authorized to enter into the Lease and said officers are hereby authorized and instructed to take all actions, and to execute and deliver the Lease and any related agreements, certificates and other documents in such form, as approved by the Town Solicitor, as they may deem necessary or desirable to implement the Lease purchase financing of one (1) new 2025 International HV507 50,000 GVWR Cab and Chassis truck and swaploader body for \$204,733.00.

SECTION 4. That this Resolution is an affirmative action of the Town Council of the Town toward the execution and delivery of the financing documents in accordance with the purposes of the laws of the State of Rhode Island. This Resolution constitutes the Town's declaration of official intent, pursuant to Treasury Regulation 1.150-2, to reimburse the Town for certain capital expenditures paid on or after the date which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease. Such amounts to be reimbursed shall not exceed \$204,733.00 and shall be reimbursed not later than forty-eight (48) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than four (4) years after the date the expenditure is paid.

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

PASSED:	
	T. Michael Lawton, President Smithfield Town Council
ATTEST:	
Lyn Antonuccio Town Clerk	

ON BEHALF OF THE

SMITHFIELD SCHOOL DEPARTMENT



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: May 29, 2024

TO: Honorable Town Council

FROM: Carlos Santos, Purchasing Agent CC: Randy R. Rossi, Town Manager

Dawn Bartz, Superintendent of Schools

Melissa Devine, Director of Financial Operations Angelo Mencucci, Director of Grounds & Buildings

RE: Award request for (RFP) #240430 to Furnish & Install Vape

Detector/Sensors in two (2) School Buildings.

SUBJECT

The Smithfield School Department is requesting approval to Award RFP # 240430 to Furnish & Install Vape Detectors / Sensors in two (2) building locations:

1. Smithfield High School - 90 Pleasant View Avenue

2. Gallagher Middle School - 10 Indian Run Trail

Proposals were accepted through 10:00AM on May 22, 2024, at which time the four (4) received bids were publicly opened and read aloud. The School Department evaluated the bids and a copy of the scoring sheet is part of this memo.

There will be a total of seventeen (17), IP-based Halo 3C Smart Air Quality Sensor Units to be installed in each of the (17) bathrooms as per the designated floorplans provided to all vendors that participated in the Site Visit, for at a cost not to exceed \$38,066.00.

NOTE: The Cisco 9300 24HX Network Switches were deducted from this Award request, this is due to the high individual cost quoted by the bidders and will be purchased at a lower cost by the School District separately.

Subject to approval by the School Committee at their Monday, June 3, 2024 meeting.

FINANCIAL IMPACT

Title IV Supplemental Grant (BSCA)

ATTACHMENTS:

Copy of all four (4) Proposals and Scoring Sheet.

MOTION:

That the Smithfield Town Council hereby Award to ATG Group, Inc. the contract to Furnish & Install Vape Detector/Sensors in two (2) School Buildings as specified in RFP # 240430, excluding the Cisco 9300 24HX Network Switches, for an amount not to exceed \$38,066.00. Subject to approval by the School Committee at their Monday, June 3, 2024 meeting.

TOWN OF SMITHFIELD On Behalf of the School Department BID TABULATION

Project: Furnish & Install Vape Detector / Sensors

Project No.: RFP# 240430

Bid Opening Date: Wednesday, Mayl 22, 2024 @ 10AM Bid Prepared by: Carlos A. Santos, Purchasing Agent

Notes:





		95 Hathaway Providenc Attn: Christo 401-22	e, RI 02807 opher Catucci 8-2907	6 Blackstone Val Lincoln, Attn: Jaso 401-30	trols security ley Place ste 202 RI 02865 on Lindsey 01-0534	575 Wash Pembroke Attn: Cry 781-56	reless Services sington St. , MA 02359 stal Bittle 63-3813	W6316 De Greenville Attn: Leon 888-38	ecialty, LLC esign Drive e, WI 54942 nard Adkins 88-3224				
		E:ccatucci@	atggroup.us	E:jason.dennis.	lindsey@jci.com	E: crystal.bittle@r	newcomglobal.com	E:bidnotices@sc	hoolspecialty.com				
ITEM NO.	BID ITEM DESCRIPTION	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUN
1	Line item quote: Installation of two (2) Cat 6 data cables from IDF & MDF locations (1 for Halo device & 1 for present of future video device)	\$275.00 - Halo cable run & \$225.00 camera drop		\$ 24,730.82		\$ 975.00		\$ 25,207.47					
2	Line item quote: for the 3C unit quantity	\$ 1,359.80		n/a		\$ 1,430.00		\$ 14,834.54					
3	Line item quote: for the IP-based Halo 3C smart Air Quality Sensors	\$ 1,359.80		\$ 34,145.26		\$ 1,543.64		\$ 21,351.15					
4	Line item quote: for setup & programming of all Halo devices	\$ 1,500.00		\$ 4,707.20		\$ 19,844.55		\$ 6,763.67					
5	Line item quote: for installation of video cameras at select locations utilizing one cat 6 line	\$ 200.00	2 = 1	n/a		\$ 975.00		\$ 16,235.92					
6	Line item quote: for Cisco 93200 24HX network switch with POE (1 per location)	\$ 7,137.00		\$ 92,315.83		\$ 12,829.55		\$ 32,673.30					
7	Line item quote: for setup & programming of video cameras to existing Milestone system	\$175.00 per camera		n/a		\$ 375.00		\$ 980.03					
8	Lump sum cost		\$ 38,066.60		\$ 155,899.11		\$ 97,097.53		\$ 118,046.08				
	TOTAL BID AMOUNT	\$	38,066.60	\$	155,899.11	\$	97,097.53	\$	118,046.08	\$	*	\$	+

^{*}REFERRED TO THE EVALUTION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FOWARDED TO THE TOWN COUNCIL FOR APPROVAL





Town of Smithfield On Behalf of the Smithfield School Department

Evaluation Criteria for RFP # 240430 Furnish & Install – Vape Detector / Sensors

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

	Evaluation Criteria	Score
1.	Company Information and Years in Business	20
2.	Required Documents stated in RFP	20
3.	State of RI MPA listing or part of Government Purchasing Co-op	20
4.	Business Located in Smithfield	5
5.	Proposed Pricing	35
71	Total Possible Evaluation Points	100

RESPONDING COMPANY NAME	Scott Barnett	Melissa Devine	Angelo Mencucci	TOTAL SCORE
ATG Group Inc.	95	95	95	285
Johnson Controls	55	63	63	181
NEWCOM Wireless	60	72	67	199
School Specialty, LLC	70	70	72	212

**The group determined that the district will purchase switches at a lower cost and install them using District staff.

	Date: 5/28/24 Angelo Mencucci: Gulfin.	Date:_5/28/2024
Scott Barnett: 82 B B5	_Date: 5/28/2024	

State of Rhode Island





THE SMITHFIELD SCHOOL DEPARTMENT

ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: FURNISH & INSTALL - VAPE DETECTOR / SENSORS - SMITHFIELD SCHOOL DEPARTMENT

Date and time to be opened: Wednesday, May 22, 2024 at 10:00 AM

VENDOR NAME:	ATG GROUP INC
VENDOR ADDRESS:	95 HATHAWAY ST, STE 28
CITY, STATE, ZIP:	
Soc. Sec. # or Fed. ID #	05-0473773

Fiscal Year: July 1, 2024 - June 30, 2025

BID (Includes all Material, Labor and Equipment): Individual line item quote for installation of Two (2) Category 6 data cables from IDF and MDF locations listed on the provided floorplans (1 for HALO device, 1 for present or future video surveillance camera)

\$______ 275\$ per halo cable run , 225\$ per camera drop (In numerals)

Two hundred seventy-five dollars per halo run, two hundred twenty-five dollars per camera drop

(In words)

BID (Includes all Material, Labor and Equipment): Individual line item quote for the 3C unit quantity.

\$_____1,359.80 (In numerals)

One thousand three hundred fifty-nine and eighty cents

(In words)

	ty Sensors.	and Equipment): Individual line item quote for the IP-based Halo 3C Sma
s	1,359.80	
Ψ	(In numerals)	
	One thousand th	nree hundred fifty-nine and eighty cents
		(In words)
DYD (T		
HALO de		and Equipment): Individual line item for setup and programming of all
s	1,500	
*	(In numerals)	
	One the	ousand five hundred
		(In words)
BID (Inc.	ludes all Material, Labor a ations as indicated on the flo	nd Equipment): Individual line item for installation of video cameras at or plans utilizing one of the aforementioned Category 6 lines.
S	200 per camera	
	(In numerals)	
	Twoo hu	indred dollars per camera
		(In words)

•	7,137.00	
\$	(In numerals)	
	Seven thou	sand one hundred thirty-seven dollars
		(In words)
BID (Includes all Material, Labor a as to existing Milestone system	and Equipment): Individual line item for setup and programming of video
BID (camer	Includes all Material, Labor a as to existing Milestone system 175 per camera	and Equipment): Individual line item for setup and programming of video
amer	as to existing Milestone system	and Equipment): Individual line item for setup and programming of video

State of Rhode Island

l Lump	Sum Cost:	
S	38,066.60	
	(In numerals)	
	Thirty-eight th	nousand sixty-six dollars and sixty cents
- A-	Thirty-eight th	nousand sixty-six dollars and sixty cents
-	Thirty-eight th	nousand sixty-six dollars and sixty cents (In words)
-	Thirty-eight th	
-	Thirty-eight th	

Vice President

TITLE

BID (Includes all Material, Labor and Equipment):

Christopher Catucci

CONTACT PERSON NAME

CONTACT PERSON SIGNATURE

Page 12 of 12

ATG GROUP INC.

service@atggroup.us 95 Hathaway St STE 28 Providence, RI 02907

Vape Dectector Bid and Cabling

INSTALLATION CHARGE

: C9300-24U-EDU or equivalent 9200 series unit with an EDU

Licensing: (1) per switch - C9300-DNA-A-24-3Y or equivalent for

Due 5/22

Wiring

HALO IoT Sensor

Conduit fittings

Wiring MS

Wiring HS

Switches

the 9200 series

Permit fees

SKU

Professional Services

Security camera drops

Estimate

Date	Estimate #	
5/20/2024	RFP -240430	

Name / Address	 ı
Smithfield Public Schools 49 Farnum pike Smithfield, RI 02917	

State of Rhode Island MPA -419 Security Systems Award #3719140 effective 01 May 2021 to 30 April 2025.

Description Qty Rate

17

17

17

9

6

3

0

11

Total 1,359.80 23,116.60T 275.00 4,675.00T 250.00 4,250.00T 125.00 1,125.00T 250.00 1,500.00T 225.00 675.00T 225.00 2,475.00T 7,137.00 0.00T 250.00 250.00T

Project

 Subtotal
 \$38,066.60

 Sales Tax ()
 \$0.00

 Total
 \$38,066.60

State of Rhode Island





THE SMITHFIELD SCHOOL DEPARTMENT ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: FURNISH & INSTALL - VAPE DETECTOR / SENSORS - SMITHFIELD SCHOOL DEPARTMENT

Date and time to be opened: Wednesday, May 22, 2024 at 10:00 AM

VENDOR NAME:	Johnson Controls Security Solutions	
VENDOR ADDRESS:	6 Blackstone Valley Place Ste 202	
CITY, STATE, ZIP:	Lincoln, RI 02865	
Soc. Sec. # or Fed. ID #	58-1814102	

Fiscal Year: July 1, 2024 - June 30, 2025

BID (Includes all Material, Labor and Equipment): Individual line item quote for installation of Two (2) Category 6 data cables from IDF and MDF locations listed on the provided floorplans (1 for HALO device, 1 for present or future video surveillance camera)

5	\$24,730.82			
	(In numerals)			
	twenty-four thousand sever	n hundred thirty o	dollars and eight	ry-two cents
		(In	words)	
BID (Includes all Material,	Labor and l	Equipment	: Individual line item quote for the 3C unit quantity.
8	n/a	*		e.* - 'e
	(In numerals)			
	n/a		1,	44
		α	words)	

Air Qua	nciudes all Material, Laboi ality Sensors.	r and Equipment): Individual line item quote for the IP-based Halo 3C Smart
\$ \$3	4,145.26	
	(In numerals)	
	thirty-four thousand one hundred	forty-five dollars and twenty-six cents
		(In words)
BID (II HALO	i cludes all Material, Labo r devices.	r and Equipment): Individual line item for setup and programming of all
\$	\$4,707.20	
	(In numerals)	
	four thousand seven hund	dred seven dollars and twenty cents
		(In words)
		r and Equipment): Individual line item for installation of video cameras at floor plans utilizing one of the aforementioned Category 6 lines.
\$	n/a	
	(In numerals)	
		/a
	n/	(In words)
		V 11-1-17

State of Rhode Island

BID (Includes all Material, Labor and Equipment): Individual line item for Cisco 9300 24HX network switch with POE (1 per location).

\$ \$92,315.83	
	(In numerals)
	ninety-two thousand three hundred fifteen dollars and eighty-three cents
	(In words)
	Material, Labor and Equipment): Individual line item for setup and programming of videous Milestone system.
\$ n/a	
	(In numerals)

(In words)

State of Rhode Island

BID (Includes all Material, Labor and Equipment):

Provide and install, Quantity: Seventeen (17), IP-based Halo 3C Smart Air Quality Sensors. Units will be installed in each of the (17) bathrooms marked on the provided floorplans.

\$_	155,899.11 (In numerals)			
_	one hundred fifty-five thousa		y-nine dollars and eleven cents	_
		(In words	(3)	
PHONE_	401-301-0534	EMAIL	jason.dennis.lindsey@jci.com	
	n Lindsey		Account Executive	
Jaso				

State of Rhode Island





THE SMITHFIELD SCHOOL DEPARTMENT ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: FURNISH & INSTALL - VAPE DETECTOR / SENSORS – SMITHFIELD SCHOOL DEPARTMENT

Date and time to be opened: Wednesday, May 22, 2024 at 10:00 AM

VENDOR NAME:	School Specialty, LLC
VENDOR ADDRESS:	W6316 Design Drive
CITY, STATE, ZIP:	Greenville, WI 54942-8404
Soc. Sec. # or Fed. ID #	85-2162684

Fiscal Year: July 1, 2024 - June 30, 2025

BID (Includes all Material, Labor and Equipment): Individual line item quote for installation of Two (2) Category 6 data cables from IDF and MDF locations listed on the provided floorplans (1 for HALO device, 1 for present or future video surveillance camera)

§ 25,207.47	
(In numerals)	
Twenty-five thousand two hundre	d seven dollars and forty-seven cents
	(In words)
BID (Includes all Material, Lab	or and Equipment): Individual line item quote for the 3C unit quantity
§ 14,834.54	
(In numerals)	
Fourteen thousand eight hund	red thirty-four dollars and fifty-four cents
	(In words)

BID (Includes all Material, Labor and E Air Quality Sensors.	quipment): Individual line item quote for the IP-based Halo 3C Smart
_{\$} 21,351.15	
(In numerals)	
Twenty-one thousand three hundred fifty-o	one dollars and fifteen cents
(In v	vords)
BID (Includes all Material, Labor and E HALO devices.	quipment): Individual line item for setup and programming of all
\$ 6,763.67	
(In numerals)	
Six thousand seven hundred sixty-thre	e dollars and sixty-seven cents
	vords)
	quipment): Individual line item for installation of video cameras at ans utilizing one of the aforementioned Category 6 lines.
§ 16,235.92	
(In numerals)	
Sixteen thousand two hundred thirty-fiv	e dollars and ninety-two cents
(In v	vords)

with POE (1 per location).	quipment): Individual line item for Cisco 9300 24HX network switch
§ 32,673.30	
(In numerals)	
Thirty-two thousand six hundred seven	nty-three dollars and thirty cents
(In v	vords)
BID (Includes all Material, Labor and E cameras to existing Milestone system.	quipment): Individual line item for setup and programming of video
\$ 980.03	
(In numerals)	
Nine hundred eighty dollars and three cen	ts
	vords)

State of Rhode Island

BID (Includes all	Material, Labo	or and Equipment):	

Provide and install, Quantity: Seventeen (17), IP-based Halo 3C Smart Air Quality Sensors. Units will be installed in each of the (17) bathrooms marked on the provided floorplans.

orby six dellars and sight costs
orty-six dollars and eight cents (In words)
(III words)
EMAIL bidnotices@schoolspecialty.com
EMAIL bidnotices@schoolspecialty.com
EMAIL bidnotices@schoolspecialty.com Assistant Secretary TITLE

SSI Bid Number: Q-468330

Currency: USD

Customer Bid Number: RFP 240430 FURNISH & INSTALL VAPE DETECTOR

Due Date: 05-22-2024, 10:00 AM Expiration Date: 08-22-2024 Customer Number: 264967

Requestor Name:

Bill To: SMITHFIELD SCHOOL DISTRICT

49 FARNUM PIKE

SMITHFIELD, RI 02917-3211

Send Orders & Correspondence to: Customer Care Ph. 888-388-3224
Email Orders: orders@schoolspecialty.com
Bid Team: bidnotices@schoolspecialty.com



Lift Gate Truck Required: ☐ Inside Delivery: ⊠	
Notes:	

Customer Item#	SSI Item	Alt Item	Item Description	Pack Size	Item Qty	Your Price	Extended Price
1	INSTALL		INSTALLATION CHARGES Notes: Cable Run	Each	31	\$255.11	\$7,908.41
1	INSTALL		INSTALLATION CHARGES Notes: CAT6 Cable (Max 300FT)	Each	31	\$189.74	\$5,881.94
2	2125435		AIR SAFETY - HALO 3C IOT SMART SENSOR	Each	17	\$872.62	\$14,834.54
3	2134640		AIR SAFETY - HALO 3C IOT SMART SENSOR WITH PEOPLE COUNTING	Each	17	\$1,255.95	\$21,351.15
4	INSTALL		INSTALLATION CHARGES Notes: Installation of HALO 3C Sensor	Each	17	\$267.86	\$4,553.62
4	INSTALL		INSTALLATION CHARGES Notes: Ceiling Mounts for HALO 3C Sensors	Each	17	\$41.67	\$708.39
4	INSTALL		INSTALLATION CHARGES Nates: Installation of Ceiling Mount for Sensors	Each	17	\$58.32	\$991.44
5	INSTALL		INSTALLATION CHARGES Notes: SpotAl LIC-CAM-CRE 2 Comero Feed Core 3 Year	Each	14	\$364.29	\$5,100.06
5	INSTALL INSTALLATION CHARGES Notes: Spotal LIC-IVR-31M-CRE 2			Each	1	\$3,096.43	\$3,096.43
5	INSTALL INSTALLATION CHARGES Notes: Spotal LIC-IVR-31B-CRE 2		INSTALLATION CHARGES	Each	1	\$4,735.71	\$4,735.71
5	INSTALL		INSTALLATION CHARGES Notes: Installation of Indoor Camera	Each	14	\$235.98	\$3,303.72
7	INSTALL		INSTALLATION CHARGES Notes: Installation Service - Camera Configuration to the Milestone System	Each	1	\$235.98	\$235.98

RFP 240430

Customer	SSI Item	Alt	item Description	Pack	item	Your Price	Extended Price
item#		Item		Size	Qty		
6	INSTALL		INSTALLATION CHARGES Notes: Cisco 9300 24HX network switch with POE	Each	2	\$16,336.65	\$32,673.30
7	INSTALL		INSTALLATION CHARGES Notes: Installation of IVR	Each	2	\$267.86	\$535.72
4	INSTALL		INSTALLATION CHARGES Notes: Installation of 24 Port PoE+ Switch	Each	2	\$255.11	\$510.22
1	INSTALL		INSTALLATION CHARGES Notes: Materials for a maximum of 300FT of Conduit	Each	22	\$263.85	\$5,804.70
1	INSTALL		INSTALLATION CHARGES Notes: Installation of Conduit Run	Each	22	\$255.11	\$5,612.42
7	INSTALL		INSTALLATION CHARGES Notes: Site Visit - Pending Project	Each	1	\$208.33	\$208.33

Total \$118,046.08

Optional Ha	elo Cloud Pricing						•
Customer	SSI Item	Alt	Item Description	Pack	Item	Your Price	Extended Price
item#		Item		Size	Qty		
	2088666		AIR SAFETY - HALO CLOUD SERVICE RENEWAL PLAN 1 YEAR SERVICE PLAN AFTER A HALO MONITOR IS PURCHASED	Each	17	\$110.71	\$1,882.07
	2088669	_	AIR SAFETY - HALO CLOUD SERVICE RENEWAL PLAN 3 YEAR SERVICE PLAN AFTER A HALO MONITOR IS PURCHASED	Each	17	\$307.29	\$5,223.93
	2088665		AIR SAFETY - HALO CLOUD SERVICE RENEWAL PLAN 5 YEAR SERVICE PLAN AFTER A HALO MONITOR IS PURCHASED	Each	17	\$469.29	\$7,977.93
			10 YEAR LICENSE PLAN WITH 10 YEAR WARRANTY - VALID ON NEW HALO 3C PURCHASES ONLY		17	\$865.95	\$14,721.15
	2088667		AIR SAFETY - HALO CLOUD SERVICE ONE TIME SET UP AFTER A HALO MONITOR IS PURCHASED	Each	1	\$565.48	\$565.48

State of Rhode Island





THE SMITHFIELD SCHOOL DEPARTMENT

ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: FURNISH & INSTALL - VAPE DETECTOR / SENSORS - SMITHFIELD SCHOOL DEPARTMENT

Date and time to be opened: Wednesday, May 22, 2024 at 10:00 AM

VENDOR NAME:	NEWCOM Wireless Services, LLC
VENDOR ADDRESS:	575 Washington St
CITY, STATE, ZIP:	Pembroke, MA, 02359
Soc. Sec. # or Fed. ID #	04-3499728

Fiscal Year: July 1, 2024 - June 30, 2025

BID (Includes all Material, Labor and Equipment): Individual line item quote for installation of Two (2) Category 6 data cables from IDF and MDF locations listed on the provided floorplans (1 for HALO device, 1 for present or future video surveillance camera)

\$975.00	
(In numerals)	•
Nine Hundred Seventy-Five Dollars	
(In	words)
BID (Includes all Material, Labor and	Equipment): Individual line item quote for the 3C unit quantity.
§\$1430.00 (In numerals)	-
One Thousand Four Hundred Thirty	Dollars
(In	words)

§ 12,829.55	
	n numerals)
Twelve Thousand	Eight Hundred Twenty-Nine Dollars and Fifty-Five Cents
, , , , , , , , , , , , , , , , , , , ,	(In words)
BID (Includes all M cameras to existing M	aterial, Labor and Equipment): Individual line item for setup and programming of vide ilestone system.
cameras to existing N § 375.00	
cameras to existing N § 375.00	n numerals)

DID (Includes all Material, Labor an	a Equipment):
	teen (17), IP-based Halo 3C Smart Air Quality Sensors. 17) bathrooms marked on the provided floorplans.
Total Lump Sum Cost:	
_{\$} 97,097.53	
(In numerals)	
Ninety-Seven Thousand Ninety	r-Seven Dollars and Fifty Three Cents
	(In words)
PHONE (781) 563-3813	EMAIL Crystal.Bittle@newcomglobal.com
Crystal Bittle	Sales Engineer
CONTACT PERSON NAME	TITLE

ON BEHALF OF THE

SMITHFIELD SCHOOL DEPARTMENT



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: May 29, 2024

TO: Honorable Town Council

FROM: Carlos Santos, Purchasing Agent CC: Randy R. Rossi, Town Manager

Dawn Bartz, Superintendent of Schools

Melissa Devine, Director of Financial Operations Angelo Mencucci, Director of Grounds & Buildings

RE: Award request for RFP # 24214 for School Group Life Insurance.

SUBJECT

The Smithfield School Department is requesting approval to Award RFP # 24214 for School Group Life Insurance released on May 8, 2024. Proposals accepted through 10am on May 28, 2024 at which time they were publicly opened at the Town Hall.

Two (2) proposals were received, publicly opened and read aloud. The School Department evaluated the bids and a copy of the scoring sheet is part of this memo.

Based on the scoring sheet, RI Interlocal Trust submitted the lowest responsible proposal for services beginning July 1, 2024 through June 30, 2027 with two (2) optional one (1) year incremental renewals.

The rates submitted by RI Interlocal Trust are flat for up to five (5) years.

Subject to approval by the School Committee at their Monday, June 3, 2024 meeting.

FINANCIAL IMPACT

School General Operating Budget

ATTACHMENTS:

Copy of the Bid Tabulation, Proposals received and Scoring Sheet.

MOTION:

That the Smithfield Town Council hereby Award the Group Life Insurance contract for the period of July 1, 2024 through June 30, 2027 with the option to renew agreement for two additional years to RI Interlocal Trust. Subject to approval by the School Committee at their Monday, June 3, 2024 meeting.

TOWN OF SMITHFIELD On Behalf of the School Department BID TABULATION

Project: Group Life Insurance & Long Term Disability Insurance

Project No.: RFP# 24214

Bid Opening Date: Tuesday, May 84, 2024 @ 10AM Bid Prepared by: Carlos A. Santos, Purchasing Agent

Notes:





		7 Aus Green Attn:	tin Ave. #10 ville, RI 02828 Paul Keetz -949-5354	501 Wampano East Provide Attn: Che	al - The Trust ag Trail Suite 301 ence, RI 02915 ryl Hamilton 511 EXT: 570								
		E: paulkeetz@gmail.com		E: cherylhamilton@ritrust.com		E:		E:			E:		E:
ITEM NO.	BID ITEM DESCRIPTION	Monthly Co	st Notes:	Monthly Cost	Notes:	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUN
1	Three (3) year Basic conerage:		7										
	Class 1 thru 11 cost/\$1,000-Fiscal Year 2024-2025	\$ 0.83	4	\$ 0.519								7	
	Class 1 thru 11 cost/\$1,000-Fiscal Year 2025-2026	\$ 0.83	4	\$ 0.519									
	Class 1 thru 11 cost/\$1,000-Fiscal Year 2026-2027	N/A	1 1	\$ 0.519		y T						7	
2	Three (3) year Optional conerage:		17.7.	1		6	1						
	Class 1 thru 11 cost/\$1,000-Fiscal Year 2024-2025	N/A		N/A									
	Class 1 thru 11 cost/\$1,000-Fiscal Year 2025-2026	N/A	111	N/A			1						
	Class 1 thru 11 cost/\$1,000-Fiscal Year 2026-2027	N/A		N/A									
3	OR, if based on attained age:												
	Five Year Age Bands: Under 20 to 24 years of age-	\$ 0.07	1 2024-25&2025-26	\$ 0.057	5 Year Rates								
	25-29-cost / \$1,000-	\$ 0.08	4 2024-25&2025-26	\$ 0.068									
	30-34-cost / \$1,000-	\$ 0.11	3 2024-25&2025-26	\$ 0.091	5 Year Rates								
	35-39-cost / \$1,000-	\$ 0.12	6 2024-2582025-26		5 Year Rates								
	40-44-cost / \$1,000-	\$ 0.14	1 2024-25&2025-26	\$ 0.114	5 Year Rates					1			
	45-49-cost / \$1,000-	\$ 0.21	1 2024-25&2025-26		5 Year Rates			W					
	50-54-cost / \$1,000-	\$ 0.32	2 2024-25&2025-26	-	5 Year Rates								
	55-59 cost / \$1,000-		3 2024-25&2025-26										
	60-64 cost /\$ 1,000-	\$ 0.92	5 2024-25&2025-26		5 Year Rates								
	65-69 cost /\$1,000-	\$ 1.78	2 2024-25&2025-26		5 Year Rates	la constant							
	70-85 & over-cost/\$1,000-	\$ 2.88	9 2024-25&2025-26	-	5 Year Rates								
4	Three (3) Year Administrator LTD Insurance:												
	Class 1 thru 3 Monthly-Fiscal Year 2024-2025	\$ 0.85	8	N/A									
	Class 1 thru 3 Monthly-Fiscal Year 2025-2026	\$ 0.85	8	N/A									
	Class 1 thru 3 Monthly-Fiscal Year 2026-2027	N/A		N/A									
	Insurance Carrier Used & A.M. Best Co Rating:		icial: A+ rating	Securian Life In:	s.Co.: A+ rating								
	TOTAL BID AMOUNT	100000		\$		\$		\$	*	\$	*	\$	1



ATTACHMENT B

THE SMITHFIELD SCHOOL DEPARTMENT GROUP LIFE INSURANCE BID FORM COST PROPOSAL FORM

Agrees to respond on: GROUP LIFE INSURANCE – SMITHFIELD SCHOOL DEPARTMENT Date and time to be opened: Tuesday, May 28, 2024 at 10:00 AM

VENDOR NAME:	RI Interlocal Risk Management Trust	
VENDOR ADDRESS:	501 Wampanoag Trail, Suite 301	
CITY, STATE, ZIP:	East Providence, RI 02915	
Soc. Sec. # or Fed. ID #	05-0423678	

PREMIUMS MUST BE FILLED IN BELOW WHERE APPROPRIATE. COMPLETELY DESCRIBE ANY DEVIATIONS SEPARATELY.

3-YEAR PROPOSAL BASIC COVERAGE

The below rates are guaranteed for five years

	July 1, 2024	through June 30, 2	029
Coverage	2024-2025	2025-2026	2026-2027
Class 1 Monthly Cost per \$1,000	\$0.519 fifty one point nine cent	\$0.519 s fifty one point nine cents	\$0.519 fifty one point nine cents
Class 2 Monthly Cost per \$1,000	\$0.519	\$0.519 s fifty one point nine cents	\$0.519
Class 3 Monthly Cost per \$1,000	\$0.519 fifty one point nine cent	\$0.519	\$0.519
Class 4 Monthly Cost per \$1,000	\$0.519 fifty one point nine cent	\$0.519 s fifty one point nine cents	\$0.519 fifty one point nine cents
Class 5 Monthly Cost per \$1,000	\$0.519 fifty one point nine cents	\$0.519	\$0.519 fifty one point nine cents
Class 6 Monthly Cost per \$1,000	\$0.519 fifty one point nine cent	\$0.519 sfifty one point nine cents	\$0.519
Class 7 Monthly Cost per \$1,000	\$0.519 fifty one point nine cents	\$0.519	\$0.519 fifty one point nine cents
Class 8 Monthly Cost per \$1,000	\$0.519 fifty one point nine cent	\$0.519 slifty one point nine cents	\$0.519 fifty one point nine cents
Class 9 Monthly Cost per \$1,000	\$0.519 fifty one point nine cent \$0.519	\$0.519	\$0.519
Class 10 Monthly Cost per \$1,000	fifty one point nine cent	sfifty one point nine cents	fifty one point nine cents
Class 11 Monthly Cost per \$1,000	\$0.519	\$0.519	\$0.519 fifty one point nine cents

3-YEAR PROPOSAL OPTIONAL COVERAGE

Coverage	2024-2025	2025-2026	2026-2027
Class 1 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 2 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 3 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 4 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 5 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 6 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 7 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 8 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 9 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 10 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table
Class 11 Monthly Cost per \$1,000	Age banded, see below table	Age banded, see below table	Age banded, see below table

Or, if based on attained age

Attained Age	<u>2024-2025</u>	<u>2025-2026</u>	2026-2027
	Monthly Per \$1,000	Monthly Per \$1,000	Monthly Per \$1,000
Under age 30	<25: \$0.057, 25-29: \$0.068 <25: five point seven cents 25-29: six point eight cents	<25: \$0.057, 25-29: \$0.068 <25: five point seven cents 25-29: six point eight cents	<25: \$0.057, 25-29: \$0.068 <25: five point seven cents 25-29: six point eight cents
30-39	30-34: \$0.091, 35-39: \$0.102	30-34: \$0.091, 35-39: \$0.102	30-34: \$0.091, 35-39: \$0.102
	30-34: nine point one cents	30-34: nine point one cents	30-34: nine point one cents
	35-39: ten point two cents	35-39: ten point two cents	35-39: ten point two cents
40-49	40-44: \$0.114, 45-49: \$0.170	40-44: \$0.114, 45-49: \$0.170	40-44: \$0.114, 45-49: \$0.170
	40-44: eleven point four cents	40-44: eleven point four cents	40-44: eleven point four cents
	45-49: seventeen cents	45-49: seventeen cents	45-49: seventeen cents
50-59	50-54: \$0.260, 55-59: \$0.486	50-54: \$0.260, 55-59: \$0.486	50-54: \$0.260, 55-59: \$0.486
	50-54: twenty-six cents	50-54: twenty-six cents	50-54: twenty-six cents
	55-59: forty-eight point six cents	55-59: forty-eight point six cents	55-59: forty-eight point six cents
60-64	\$0.746	\$0.746	\$0.746
	Seventy-four point six cents	Seventy-four point six cents	Seventy-four point six cents
65-69	65-69: \$1.437, 70+: \$2.33	65-69: \$1.437, 70+: \$2.33	65-69: \$1.437, 70+: \$2.33
	65-69: one dollar and forty-three point	65-69: one dollar and forty-three point	65-69: one dollar and forty-three point
	seven cents	seven cents	seven cents
	70+: two dollars and thirty-three cents	70+: two dollars and thirty-three cents	70+: two dollars and thirty-three cents

3-YEAR PROPOSAL ADMINISTRATOR LONG TERM DISABILITY INSURANCE

Coverage	2024-2025	2025-2026	2026-2027
Class I Monthly	Our proposal is	quoting Life Insura	nce coverage only
Class 2 Monthly			
Class 3 Monthly			

INSURANCE CARRIERS USED?	Securian Life Insurance Company
A. M. BEST CO. RATING?	A+

The undersigned certifies that he/she has read and fully understands the specification and the conditions for bidding on this contract, and that he/she will carry them out to the best of his/her ability.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Company Name RI Interlocal Risk Management Trust

Address 501 Wampanoag Trail, Suite, 301, East Providence, RI 02915

Soc. Sec. Or Fed # 05-0423678

Phone (40(1) 438-6511, Ext. 563

Fax (401) 438-6990

CONTACT PERSON SIGNATURE

TITLE

Director, Employee Benefits Programs

Brian Lavallee



ATTACHMENT B

THE SMITHFIELD SCHOOL DEPARTMENT GROUP LIFE INSURANCE BID FORM COST PROPOSAL FORM

Agrees to respond on: GROUP LIFE INSURANCE - SMITHFIELD SCHOOL DEPARTMENT

Date and time to be opened: Tuesday, May 28, 2024 at 10:00 AM

VENDOR NAME:	Paul Keetz	
VENDOR ADDRESS:	7 Austin Ave #10	
CITY, STATE, ZIP:	Greenville, RI 02828	
Soc. Sec. # or Fed. ID #	076-42-5354	

PREMIUMS MUST BE FILLED IN BELOW WHERE APPROPRIATE. COMPLETELY DESCRIBE ANY DEVIATIONS SEPARATELY.

3-YEAR PROPOSAL BASIC COVERAGE

Coverage	2024-2025	2025-2026	2026-2027
Class 1 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 2 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 3 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 4 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 5 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 6 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 7 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 8 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 9 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 10 Monthly Cost per \$1,000	\$0.834	\$0.834	
Class 11 Monthly Cost per \$1,000	\$0.834	\$0.834	

3-YEAR PROPOSAL OPTIONAL COVERAGE

Coverage	2024-2025	2025-2026	2026-2027
Class 1 Monthly Cost per \$1,000	N/A	N/A	
Class 2 Monthly Cost per \$1,000	N/A	N/A	
Class 3 Monthly Cost per \$1,000	N/A	N/A	
Class 4 Monthly Cost per \$1,000	N/A	N/A	
Class 5 Monthly Cost per \$1,000	N/A	N/A	
Class 6 Monthly Cost per \$1,000	N/A	N/A	
Class 7 Monthly Cost per \$1,000	N/A	N/A	
Class 8 Monthly Cost per \$1,000	N/A	N/A	
Class 9 Monthly Cost per \$1,000	N/A	N/A	
Class 10 Monthly Cost per \$1,000	N/A	N/A	
Class 11 Monthly Cost per \$1,000	N/A	N/A	

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Attained Age	<u>2024-2025</u> Monthly Per \$1,000	2025-2026 Monthly Per \$1,000	<u>2026-2027</u> Monthly Per \$1,000
Under age 30	See Renewal Package	See Renewal Package	
30-39	5 year age bands	5 year age bands	
40-49			
50-59			
60-64			
65-69			

3-YEAR PROPOSAL ADMINISTRATOR LONG TERM DISABILITY INSURANCE

Coverage	2024-2025	<u> 2025-2026</u>	<u>2026-2027</u>
Class 1 Monthly	\$0.858	\$0.858	
Class 2 Monthly	\$0.858	\$0.858	
Class 3 Monthly	\$0.858	\$0.858	

INSURANCE CARRIERS USED? _	Sun Life Financial Renewal
A. M. BEST CO. RATING?	<u>A</u> +
	d and fully understands the specification and the conditions for carry them out to the best of his/her ability.
	perjury that this bid is in all respects bona fide, fair and made rson. As used in this section, the word "person" shall mean any rporation, or other business or legal entity.
Company Name Paul Keetz	
Address 7 Austin Ave #10 Greenville, R	I_02828
Soc. Sec. Or Fed # <u>076-42-5354</u>	
Phone 401-949-8150	
Fax	
	Broker
CONTACT PERSON SIGNATURE	TITLE





Town of Smithfield On Behalf of the Smithfield School Department

Evaluation Criteria for RFP # 24214 GROUP LIFE INSURANCE & LONG TERM DISABILITY

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

	EVALUATION CRITERIA	Score
1.	Company Information and Years in Business	20
2.	Required documents stated in RFP	25
3.	Experience and References	20
4.	Pricing	35
	Grand Total	100

RESPONDING COMPANY NAME	Melissa Devine	Kerri Daily	TOTAL SCORE
The Trust – Securian Life	100	100	200
Paul Keetz - Sun Life	85	86	171

Melissa Devine

Date: 5/29/24)

Kerri Daily Kely

Dally

Date: <u>5 | 29 | 24</u>



CARLOS SÁNTOS 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: April 11, 2024

TO: Honorable Town Council

FROM: Carlos Santos, Purchasing Agent CC: Randy R. Rossi, Town Manager

Caitlyn Choiniere, Finance Director

Gene Allen, Department of Public Works Director Robert Caine, Parks & Recreation Department Director

RE: Request to Award a Request for Quotation (RFQ) on behalf of the Parks & Recreation

Department for the purchase of two (2) Zero Turn Mowers, including up-fits.

SUBJECT:

At The May 7, 2024 Town Council meeting, the Town Council approved advertising the purchase two (2) SCAG Zero Turn Mowers, including up-fits. On May 9, 2024 the Purchasing agent advertised on the Sponsored websites and reached out to vendors listed on the State of RI Master Pricing Agreement (MPA).

Three (3) proposals were received, the companies are: United AG & Turf NE, located in Raynham, MA; Dixie Chopper, located in Coatesville, IN and Ed & Matt Equip. Services, located in Greenville, RI.

Ed & Matt Equip. Services, located in Greenville, RI submitted the lowest qualified bid. Therefore the Town of Smithfield and its Parks & Recreation Department are requesting Town Council Award the purchase two (2) SCAG Zero Turn Mowers, including up-fits, to Ed & Matt Equipment Services located at 27 Commerce Street, Greenville, RI 02868 for an amount not to exceed \$33,353.00.

ATTACHMENTS:

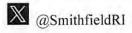
Copy of Bid Tabulation sheet and proposals received.

FINANCIAL:

Funding is budgeted for and approved in Fiscal Year 2023 Capital Budget under Parks and Recreation Department.

MOTION:

That the Smithfield Town Council hereby Award the purchase of two (2) Zero Turn Mowers, including up-fits to Ed & Matt Equipment Services located at 27 Commerce Street, Greenville, RI 02868 for an amount not to exceed \$33,353.00.



TOWN OF SMITHFIELD **BID TABULATION**

Project:

Parks & Recreation - Two (2) Zero turn Mowers

Project No.:

240409

Bid Opening Date: 10:00am on May 21, 2024

Bid Prepared by: Carlos A. Santos, Purchasing Agent



ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	Dixle Chopper 6302 E. County Rd. 100N Coatsville, IN 46121 Attn: Adam Smith P: 217-840-9777 e:jefsmith@dixlechoppe.com		Ed & Matt Equipment Services 27 Commerce Street Greenville, RI 02868 Attn: Alexander Borden p: 401-949-6850 e:alex@edandmatt.com		United AG and Turf NE 184 Broadway Raynham, MA 02767 Attn: Patrick Needle P: 774-226-5943 e:patrick.needle@uatne.com			
				MODEL	AMOUNT	MODEL	AMOUNT	MODEL	AMOUNT	UNIT BID PRICE	AMOUNT
1	Lump Sum Cost:			SCAG	\$ 33,512.00	SCAG	\$ 33,353.00	John Deere	\$ 40,044.70		
2	Itemized Costs-										
3	#482881 SG Cutter Blade,21.01	each	12	\$ 12.00		n/a		\$ 274.16			
4	#H473/60CHE.JRC JRCO 60" Dethatcher H.D.	each	2	\$ 2,000.00		\$ 2,061.80		\$ 1,800.00			
5	#SCZII61V38CVEFI SWG 61"28HP Kohler EFI	each	2	\$ 24,000.00		\$ 25,198.40		\$ 30,924.98	Y		
6	#901S SGW STT/STC/SCZ 3 bag catcher	each	2	\$ 7,500.00		\$ 3,462.40		\$ 7,045.56			•
7	#900x SGW 61" STT/STTII/SCZ Catch INST	each	2	n/a		\$ 2,630.40		n/a			
8											
	TOTAL BID AMOUNT			\$	33,512.00	\$	33,353.00	\$ 40,044.70		\$	

^{*}REFERRED TO THE EVALUTION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FOWARDED TO THE TOWN COUNCIL FOR APPROVAL



ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: Parks & Recreation - Replacement of two (2) Zero Turn Mowers, including up-fits.

Deadline Date: 4:00pm on Friday, April 26, 2024.

VENDOR NAME:	ED & MATT EQUIPMENT SERVICES, INC.
VENDOR ADDRESS:	27 COMMERCE ST
CITY, STATE, ZIP:	GREENVILLE, RI 02828
SOC. SEC. # OR FED. ID#:	06-1587819

WHEREAS, the TOWN OF SMIT HFIELD has duly asked for propopals 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 SMITHFI ELD will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

022 252 00

1. LUMP SUM:

2.

Thirty Three Thousand three hundred fifty three dollars	S	\$33,333.00
(In words)		(In figures)
ITEMIZED COSTS: Quantity 12 - #482881 SG Cutter Blade, 21.01/ Zero dollars	S	\$0
(In words)		(In figures)
Quantity 2 - #H473/60CHE.JRC JRCO 60" CHEETAH DETHA	TCHER	HEAVY DUTY
One thousand thirty dollars and ninety cents	\$	\$1,030.90 /EA 2061.89
(In words)		(In figures)
Quantity 2 - #SCZII61V38CVEFI SGW 61" 38HP KOHLE	R EFI C	
Twelve thousand five hundred ninety nine dollars and twenty cents	\$	\$12,599.20 EA \$ 25,198.40
(In words)		(In figures)
Quantity 2 - #901S SGW STT/STC/SCZ 3 BAG CATCHER One thousand seven hundred thirty one dollars and twenty cents (In words)	\$	\$1,731.20 /EA 3462.40
Quantity 2 - #900X SGW 61" STT/STTII/SCZ CATCH INST One thousand three hundred fifteen dollars and twenty cents	\$	\$1,315.20 /EA 26.30.40
(In words)		(In figures)

VENDOR INFORMATION

EMAIL: _	alex@edandmatt.com			
PHONE	401-949-6850	FAX	n/a	
Ale	xander Borden			President
CONTACT	PERSON NAME			TITLE
	ABL			

Machinery to be delivered to the following address:

Smithfield Parks & Recreation Department I William J. Hawkins Jr. Trail Smithfield, RI 02828

Office: 401-349-0612 Email: parksandree@smithfieldri.gov



ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: Parks & Recreation - Replacement of two (2) Zero Turn Mowers, including up-fits.

Deadline Date: 4:00pm on Friday, April 26, 2024.

VENDOR NAME:	UNITED AG AND TURF NE	
VENDOR ADDRESS:	184 BROADWAY	
CITY, STATE, ZIP:	RAYNHAM, MA 02767	
SOC. SEC. # OR FED. ID#:	84-4092767	

WHEREAS, the TOWN OF SMIT HFIELD has duly asked for propopals 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.

1. LUMP SUM:

FOURTY THOUSAND FOURTY FOUR DOLLARS AND 70 CENTS	s 40044.70
(In words)	(In figures)
 ITEMIZED COSTS: JOHN DEERE BLADES Quantity 12 - #482881 SG Cutter Blade, 21.01/ 	
TWO HUNDRED SEVENTY FOUR DOLLARS AN 16 CENTS	s 274.16
(In words)	(In figures)
Quantity 2 - #H473/60CHE.JRC JRCO 60" CHEETAH DETH.	ATCHER HEAVY DUTY
ONE THOUSAND EIGHT HUNDRED DOLLARS	\$ 1800.00
(In words)	(In figures)
Quantity 2 - #SCZII61V38CVEFI SGW 61" 38HP KOHLI	ER EFI CHEETAH IUOHN DEERE Z970R 60" 39
THIRTY THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS AND 98 CENTS	\$ 30924.98
(In words)	(In figures)
Quantity 2 - #901S SGW STT/STC/SCZ 3 BAG CATCHER	3-BAG COLLECTION SYSTEM
SEVEN THOUSAND FOURTY FIVE DOLLARS AND 56 CENTS	\$ 7045.56
(In words)	(In figures)
Quantity 2 - #900X SGW 61" STT/STTII/SCZ CATCH INST	T INCLUDED ABOVE IN 3 BAG COLL.SYS.
ZERO	\$ 0
(In words)	(In figures)

VENDOR INFORMATION

EMAIL: Patrick. Need	Le QUATNE. COM
PHONE 774-226-5943	FAX
Patrick Veedle	Sales Mnor
CONTACT PERSON NAME	TITLE
AUTHORIZED SIGNATURE	

Machinery to be delivered to the following address:

Smithfield Parks & Recreation Department 1 William J. Hawkins Jr. Trail Smithfield, RI 02828

Office: 401-349-0612 Email: parksandrec@smithfieldri.gov



ATTACHMENT A

COST PROPOSAL FORM

Agrees to respond on: Parks & Recreation - Replacement of two (2) Zero Turn Mowers, including up-fits.

Deadline Date: 4:00pm on Friday, April 26, 2024.

VENDOR NAME:	DIXIE CHOPPER
VENDOR ADDRESS:	6302 E COUNTY RD 100 N
CITY, STATE, ZIP:	COATESVILLE IN 46121
SOC. SEC. # OR FED. ID#:	FED ID# 37-0654246

WHEREAS, the TOWN OF SMIT HFIELD has duly asked for propopals 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 Bond—if required by the specifications.

1. LUMP SUM:

2.

(In words)	(In figures)	
ITEMIZED COSTS:	(
Quantity 12 - #482881 SG Cutter Blade, 21.01/		
TWELVE DOLLARS	s 12.00	
(In words)	(In	figures)
Quantity 2 - #H473/60CHE.JRC JRCO 60" CHEETAH DETH.	ATCHER HEAVY DUTY	
TWO THOUSAND DOLLARS	\$ 2000	
(In words)	(In	figures)
	ER EFI CHEETAH II	
TWENTY FOUR THOUSAND DOLLARS	S 24000.00	
(In words)	(In	figures)
Quantity 2 - #901S SGW STT/STC/SCZ 3 BAG CATCHER		
SEVENTY FIVE HUNDER DOLLARS	§ 7500.00	
(In words)		igures)
Quantity 2 - #900X SGW 61" STT/STTII/SCZ CATCH INST	•	
N/A - OUR BAGGER HAS ONLY 1 PART NUMBER	s N/A	

PAGE 10 OF 11

VENDOR INFORMATION

EMAIL: jefsmith@dixiechopper.o	com
PHONE 217-840-9777	FAX
ADAM SMITH	National Sales Manager - Dixie Chopper
Adaic THORSES	TITLE

Machinery to be delivered to the following address:

Smithfield Parks & Recreation Department 1 William J. Hawkins Jr. Trail Smithfield, RI 02828

Office: 401-349-0612 Email: parksandrec@smithfieldri.gov



SMITHFIELD SCHOOL DEPARTMENT



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: May 30, 2024

TO: Honorable Town Council

FROM: Carlos Santos, Purchasing Agent CC: Randy R. Rossi, Town Manager

Dawn Bartz, Superintendent of Schools

Melissa Devine, Director of Financial Operations

RE: The School Department is seeking Town Council Award of RFP# 24319

for Worker Compensation Insurance & Employers Liability Insurance.

SUBJECT

At the May 7, 2024 meeting the Town Council on behalf of the School Committee authorized the advertisement of RFP# 24319 for Worker Compensation Insurance & Employers Liability Insurance. The Purchasing Agent advertised the RFP and at the bid opening at 10:30AM on May 29, 2024, two (2) proposals were received, publicly opened and read aloud. The Responders were Bradford & Sutcliffe Insurance, located in Greenville RI and World Insurance Associates located in West Warwick RI. The insurance carrier for both proposals is the same, Beacon Mutual Insurance and the amounts proposed are identical, \$77,947.00.

The Town of Smithfield on behalf of the Smithfield School Department is requesting the Town Council award RFP # 24319 for Workers Compensation Insurance & Employers' Liability Insurance to Bradford Sutcliffe Insurance Association Inc. due to the fact the company is located in the Town and they were the first to submit their Intent to Bid form.

Two (2) proposals were reviewed, and scored by the team at the School Department, attached is the evaluation form. Based on the facts listed in this memo, Bradford Sutcliffe Insurance Association Inc. should be awarded the Worker Compensation Insurance & Employers Liability Insurance for services from July 1, 2024 through June 30, 2025, with two (2) one (1) year optional renewals. The insurance carrier is Beacon Mutual Insurance Company for the total amount of \$77,947.

ATTACHMENTS:

Copy of Bid Tabulation, Evaluation form, copies of the Proposal Intent Form.

MOTION:

That the Smithfield Town Council hereby Award RFP# 24319 for Workers' Compensation Insurance & Employers Liability Insurance to Bradford Sutcliffe Insurance Association Inc. due to the fact the company is located in the Town of Smithfield and they were the first to submit their Intent to bid form for the total amount of \$77,947. The insurance carrier is Beacon Mutual Insurance.

INTEROFFICE MEMO



DATE: May 30, 2024

TO: Honorable School Committee

FROM: Melissa Devine, Director of Financial Operations

CC: Dawn Bartz, Superintendent of Schools

Kerri Daily, Benefits & Business Office Specialist

RE: Award of RFP# 24319 Worker Compensation Insurance &

Employers Liability Insurance

SUBJECT:

RFP # 24319 for School Workers Compensation Insurance & Employers' Liability Insurance released on May 8, 2024. Proposals accepted through 10:30am on May 29, 2024 at which time they were publicly opened at the Town Hall.

Two (2) proposals were received, reviewed, and scored as per the included scoring rubric.

Based on the predetermined scoring rubric, Bradford Sutcliffe Insurance Association Inc. submitted the lowest responsible proposal for services from July 1, 2024 through June 30, 2025, with two (2) one (1) year optional renewals. The insurance carrier is Beacon Mutual Insurance Company for the total amount of \$77,947.

FINANCIAL IMPACT:

School General Operating Budget

ATTACHMENTS:

Copy of: 2 RFP Response Proposals, bid tabulation, and signed evaluation form.

Motion:

That the Smithfield School Department is seeking approval to award Workers Compensation Insurance & Employers' Liability Insurance contract for July 1, 2024 through June 30, 2025, with two (2) one (1) year optional renewals to Beacon Mutual Insurance Company via Bradford Sutcliffe not to exceed \$77,947.

TOWN OF SMITHFIELD On Behalf of the School Department BID TABULATION

Project: Workers' Compensation & Employers' Liability Insurance

Project No.: RFP# 24319

Bid Opening Date: Tuesday, May 29, 2024 @ 10AM Bid Prepared by: Carlos A. Santos, Purchasing Agent

Notes:





		511 Puti Greenville Attn: Barry	ffe Ins.Assoc.Inc. nam Pike p, RI 02828 y J. Sutcliffe 049-3500	1350 Division West Warw Attn: Mic	e Associates, LLC n Rd. Suite 101 vick, RI 02893 nael Michel 8020 X: 1645								
		E: Barry@bradf	ordsutcliffe.com		E:		E:		E:		E:		E:
ITEM NO.	BID ITEM DESCRIPTION		COST		COST	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
Α	Workers' Compensation		\$ 77,736.00	See below f	or options at								
	(one year only with option for two (2) additional one (1) year terms			requested	levels								
В	Employer's Liability Insurance :												
	\$500,000/\$500,000/\$500,000	Included in	(section A)		\$ 77,736.00								
	\$1,000,000/\$1,000,000/\$1,000,000		\$ 77,947.00		\$ 77,947.00								
	\$2,000,000/\$2,000,000/\$2,000,000	N/A-see I	Deviations	Unav	ailable								-
	Insurance Carrier used:	Beacon Mu	tual Ins, Co.	Beacon Mu	itual Ins, Co.		,						
	A.M. Best Co. Rating:	See Exp	lanation	See Financia	Rating Letter								
												The state of	
	TOTAL BID AMOUNT					\$	- 10	\$	(-)	\$	-	\$	





Town of Smithfield On Behalf of the Smithfield School Department

Evaluation Criteria for RFP # 24319 WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE

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

	Evaluation Criteria	Score
١.	Company Information and Years in Business	20
2.	Required Documents stated in RFP	20
3.	Experience and References	20
4.	Business Located in Smithfield	5
5.	Proposed Pricing	35
	Total Possible Evaluation Points	100

RESPONDING COMPANY NAME	Melissa Devine	Kerri Daily	TOTAL SCORE
Bradford-Sutcliffe Ins.	100	100	200
World Insurance Associates	95	93	188

Melissa Devine Duling

Date: 5 30 2 4

Kerri Daily Kunn Jall

Date: 5/30/24



On Behalf of The Smithfield School Department



PROPOSAL INTENT FORM ATTACHMENT "A"

Dear Proposer:

Thank you for your interest in providing a proposal for Workers' Compensation Insurance and Employer's Liability Insurance. Please fill out the enclosed proposal intent form and email to Csantos@smithfieldri.gov or fax to (401) 233-1080 no later than Friday, May 17, 2024 at 4:00 PM. This form is required to be eligible for proposal submission.

Please indicate the insurance companies you intend to request quotations from. Each broker is limited to one choice of companies initially. You may, however, list more than one insurance company. First choice companies will be assigned on a first come basis. Additional companies after the initial choices will also be assigned on a first come basis.

It is expected that a quotation will be provided by the broker for any and all companies assigned to them. If an insurance company assigned refuses to quote or declines the risk, a letter of declination from that company should be provided to the Town.

PROPOSAL INTENT FORM

Broker Information:
CO.NAME: World Insurance Associates, LLC

ADDRESS: 27 Elm St North Attleboro MA 02760

PHONE: 508-699-7511

FAX: 508-695-3957

CONTACT: MichaelMichel@WorldInsurance.com

Please indicate the company name(s) you will be requesting quotations from for workers' compensation insurance and Employer's Liability Insurance. Each broker is limited to two carriers initially; however additional carriers may be listed and will be assigned on a first come, first served basis:

Key Risk, A Berkley Co

2. Beacon Mutual Insurance Co

3. Memic

Signed.

Title

Date 12:52 pm

OFFICE USE ONLY:

5/17/24

2:03 PM (P.S.



On Behalf of The Smithfield School Department



PROPOSAL INTENT FORM ATTACHMENT "A"

Dear Proposer:

Thank you for your interest in providing a proposal for Workers' Compensation Insurance and Employer's Liability Insurance. Please fill out the enclosed proposal intent form and email to Csantos@smithfieldri.gov or fax to (401) 233-1080 no later than Friday, May 17, 2024 at 4:00 PM. This form is required to be eligible for proposal submission.

Please indicate the insurance companies you intend to request quotations from. Each broker is limited to one choice of companies initially. You may, however, list more than one insurance company. First choice companies will be assigned on a first come basis. Additional companies after the initial choices will also be assigned on a first come basis.

It is expected that a quotation will be provided by the broker for any and all companies assigned to them. If an insurance company assigned refuses to quote or declines the risk, a letter of declination from that company should be provided to the Town.

PROPOSAL INTENT FORM

CO. NAME:	Bradford	Sutcliffe	Injurance	Assoc. I	inc.
ADDRESS:	511 Rus	man Pik	e, Greenvil	le RI 02	828
PHONE:		49 - 3506			
FAX:	401-	749- 599	9		
CONTACT:	Barry	Jutcl: ff	2		
Please indicate the comp insurance and Employer's additional carriers may be	e listed and will	be assigned or	ker is limited to t	wo carriers initi	s' compensation ally; however
Signed: Bary	Sutchiffs	Presi	dent	5 8	24
Name OFFICE USE ONLY:	1- /01/	Title		Date	
Time/Date Received:	5/8/	24	1.	2:31 PM ((C.s.)