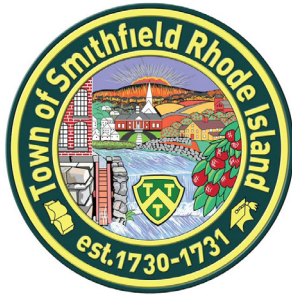


# SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

**TUESDAY**  
**June 18, 2024**



**SMITHFIELD TOWN COUNCIL MEETING  
SMITHFIELD TOWN HALL  
COUNCIL CHAMBERS  
64 FARNUM PIKE  
TUESDAY, JUNE 18, 2024  
6:15 P.M. – EXECUTIVE SESSION  
7:00 P.M. – OPEN SESSION**

**6:15 P.M.      EXECUTIVE SESSION AGENDA**

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 Christopher Caplinger, Michael Moan, and Angelica Bovis for possible appointment or 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: None
- VI. Minutes:
  - A. Move that the minutes of the May 22, 2024 open session meeting be approved as recorded.
  - B. Move that the minutes of the May 22, 2024 executive session meeting be approved as recorded.
  - C. Move that the minutes of the May 29, 2024 work session meeting be approved as recorded.
  - D. Move that the minutes of the June 4, 2024 executive session meeting held 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 be approved as recorded and sealed.
  - E. Move that the minutes of the June 4, 2024 open session meeting be approved

as recorded.

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

- A. Planning Board reappointment with a term expiring in May of 2027.
- B. Economic Development Commission reappointment with a term expiring in March of 2027.

VIII. Public Hearings:

- A. Conduct a public hearing on the proposed Fiscal Year 2025 Budget.
- B. 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.
- C. Conduct a public hearing to consider and act upon Zoning Ordinance amendments to Article 2 entitled “Definitions”.
- D. Conduct a public hearing to consider and act upon Zoning Ordinance amendments to Article 3 entitled “Nonconformance”.
- E. Conduct a public hearing to consider and act upon Zoning Ordinance amendments to Article 4 entitled “Use Regulations”.
- F. Conduct a public hearing to consider and act upon Zoning Ordinance amendments to Article 6 entitled “Supplementary Regulations”.
- G. Conduct a public hearing to consider and act upon Zoning Ordinance amendments to Article 10 entitled “Administration, Enforcement and Relief”.
- H. Conduct a public hearing to consider, discuss, and act upon approving the transfer of a B-Victualler License from Douglas Eatery, LLC, d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe”, located at 55 Douglas Pike, Suite 104 to Thai Cafe, LLC d/b/a “Thai Cafe”, same location, to include Outdoor Seating/Bar Service with the hours of operation to be Monday through Sunday from 6:00 a.m. to 1:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, a Certificate of Occupancy and final approval from the RI Department of Health.

IX. Licenses:

- A. Consider, discuss, and act upon approving a new Victualling License Thai Café, LLC d/b/a “Thai Café”, located at 55 Douglas Pike, Suite 104, as applied, subject to compliance with all State regulations, local ordinance, a

Certificate of Occupancy and final approval from the RI Department of Health.

B. Consider, discuss, and act upon approving one (1) One-Day Special Event License for the Smithfield Recreation Department for a “Food Truck Event”, 1 William J. Hawkins, Jr. Trail on the following date:

- Thursday, July 25, 2024, Food Truck event to be held from 4:00 p.m. to 8:00 p.m.

All Special Event Licenses for the Smithfield Recreation Department are subject to compliance with all State regulations and local ordinances.

C. Consider, discuss, and act upon approving a new Mobile Food Truck License for Farm to Sandwich, LLC d/b/a “Farm to Sandwich” to sell hamburgers and sandwiches from a truck with RI Reg. #45029, 1143 Main Street, West Warwick, RI, subject to compliance with all State regulations and local ordinances.

D. Consider, discuss, and act upon approving a new Victualling Only License for Smithfield Pizza House, LLC d/b/a “Smithfield Pizza House”, 345 Waterman Avenue, Unit C with the hours of operation to be 6:00 a.m. to 2:00 a.m., subject to compliance with all State regulations, local ordinances, a Certificate of Occupancy and final approval from the RI Department of Health.

E. Consider, discuss, and act upon approving a Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm”, to hold a Farmer’s Market every Sunday beginning June 23, 2024 through September 29, 2024 with the hours of operation to be from 10:00 a.m. to 2:00 p.m., on property located at 660 Douglas Pike, as applied, subject to compliance with all State regulations and local ordinances.

F. Consider, discuss, and act upon approving an application for a temporary extension of a Class D (Full privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter Carey Road, for their Annual Field Day to be held, Sunday, September 15, 2024, from 9:00 a.m. to 8:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and conditional upon the alcohol/crowd control agreement with the Smithfield Police Department. Rain date will be Sunday, September 22, 2024.

X. Old Business: None

XI. New Business:

- A. Consider, discuss, and act upon an Appropriation and Tax Levy Resolution for Fiscal Year Ending June 30, 2025.
- B. Consider, discuss, and act upon authorizing a request for proposals for the sale of town-owned property located at 321 George Washington Highway (AP 48/Lot 51).
- C. Consider, discuss, and act upon authorizing a bid award for Emergency Medical Services billing.
- D. Consider, discuss, and act upon authorizing a bid award for town-wide on-call plumbing services.
- E. Consider, discuss, and act upon authorizing a bid award for landscape services at three (3) school locations on behalf of the School Department.
- F. Consider, discuss, and act upon a bid award for the sale of the William Winsor Elementary School and authorizing the Town Manager to enter into a Purchase and Sales Agreement.
- G. Consider, discuss, and act upon authorizing the Town Manager to enter into contract, through the RI Master Price Agreement #227, with Dell Technologies for Office 365 licensing in an amount not to exceed fourteen thousand, one hundred thirty-four dollars and eighty-seven cents (\$14,134.87).
- H. Consider, discuss, and act upon acceptance of all public improvements and land dedications, maintenance bond, and release of performance bond associated with the Mowry Farms subdivision.
- I. Consider, discuss, and act upon acceptance of all public improvements and land dedications, maintenance bond, and release of performance bond associated with the Canton Court subdivision.

XII. Public Comment.

XIII. Adjournment.

**AGENDA POSTED: June 14, 2024**

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

## MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

**Date: Wednesday, May 22, 2024**

**Place: Smithfield Town Hall**

**Time: 6:00 PM**

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, Esq.

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**I. President Lawton calls the Wednesday, May 22, 2024, Smithfield Town Council Meeting to order at 6:00 PM**

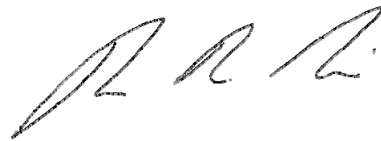
**II.** A motion is made by Member Iannotti, seconded by Member Toppi, to convene into Executive Session pursuant to Rhode Island General Laws Section 44-46-5(a)(2) to consider, discuss, and act upon Pending Litigation (Case#: PC-2022-00953, Teresa Graham vs. The Town of Smithfield. **Motion is approved by a unanimous 4/0 vote. Member Kilduff arrives after the executive session is convened.**

**III.** Reconvened into open session at 7:39 PM and President Lawton reports that one vote was taken in executive session with a vote of 5/0 in favor to authorize DeSisto Law to attempt to work toward a resolution, if appropriate and on terms acceptable to the Town, in Case #: PC-2022-00953, Teresa Graham vs. the Town of Smithfield.

**IV. Adjournment:**

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

Meeting adjourns at 7:42 PM



TOWN MANAGER

**PLEASE SEE EXECUTIVE**  
**SESSION ENVELOPE**

## **MINUTES OF SMITHFIELD TOWN COUNCIL WORK SESSION**

**Date: Wednesday, May 29, 2024**

**Place: Smithfield Town Hall**

**Time: 6:00 P.M.**

### **Present:**

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

Finance Director Caitlyn Choiniere

BFRB Chair Samantha Kerwin  
BFRB Member Kenneth J. Sousa  
BFRB Member Stephen M. Bailey  
BFRB Peter Lawrence  
BFRB Joseph Tudino  
BFRB Member Kate Zimmerman

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**A. President Lawton calls the Wednesday, May 29, 2024 Smithfield Town Council Work Session to order at 6:00 P.M.**

### **B. Discussion Item:**

#### **1. Discuss Fiscal Year 2024-2025 Budget.**

BFRB Chair Kerwin explains the following: A memo (see attached documentation) was submitted to accompany the board's recommended FY25 budget submission to the Town Council for their consideration. The board generally starts with department head requests which are funneled through the Finance Director and the Town Manager. The Town Manager's budget is put forth on March 1<sup>st</sup> and there was a public hearing held on the Town Manager's budget. The public hearing yielded good feedback, and this was taken under consideration.

The board had questions of different department heads as they went through their budget. Meetings were held with specific departments such as DPW, School Department, and the Fire Department. The board put together a budget that they thought would be best in terms of starting to "chip away" at some of the capital projects that are coming, things that are needed in the Town, all while trying to maintain the service and quality that our departments are offering to our residents. With this budget there will be rate increases, and the board must be mindful of this. The board needed to determine how much they could do without overburdening the taxpayers, however, they did not want to take setbacks in any areas because there are initiatives that need to move forward.

Chair Kerwin gives a brief overview of the General Fund:



### **Budget Highlights**

#### **Revenues**

The BFRB FY25 Recommended Budget includes a proposed budget increase to the General Fund of \$4,977,161 or 5.75%. The significant sources of funding for this increase are highlighted below and amount to \$4,514,601 or 91% of this total increase:

- \$1,045,916 would be funded through a proposed increase to the tax levy of 1.73%.
- \$1,045,182 would be funded through an expected increase in School State Aid.
- \$1,100,000 would be funded through an expected increase in School Housing Aid.
- \$1,273,503 would be funded through state reimbursement to offset the impact of new legislation for tangible property tax exemptions.
- \$50,000 would be funded from an increase in the draw from the Capital Reserve Fund.

Chair Kerwin explains the following: The board tried to identify the “big ticket” items that were driving the revenue increases and also what the drivers of the offset expenditure increases are. While the total budget is increasing by almost \$5M, not all of that increase is driven directly by the tax levy. Only \$1,045,000 is driven by a proposed increase in the tax levy of 1.73%

With the state legislation, the Town has the ability to increase the tax levy up to 4%. This would result in a more than 10% increase and be too burdensome on the taxpayers.

Something that is important is the new legislation regarding tangible tax exemptions. The tax rate for tangible property is now frozen at \$59 per \$1000 of tangible property assessed value, therefore, the rate is now frozen. There is a state reimbursement that will offset this new exemption up to the first \$50,000 of assessed value. There was discussion about how that calculation would be shaped with the way the initial legislation was written and brought forth. Town Manager Rossi does not have a date and states this is still being worked out with the General Assembly.

Chair Kerwin continues to explain: There are some municipalities that are pushing for a change to the legislation that would eliminate a few sentences and how it is written. That would change the calculation. In this budget the board took the conservative approach, which is basically saying, we think that they are going to amend the legislation. The board took a conservative approach in calculating what that expected state reimbursement would be. In the off chance that the legislation is not amended, that is what would be better in terms of the percentage increase in the tax rate, this is the most conservative option that is being presented. Town Manager Rossi states it is going to change, but the end result is unknown. Town Manager Rossi further states that the “heavy hitters”, such as Providence, Cranston and Warwick, will be losing money the way this legislation is currently written.

There will be roughly \$1.2M expected in state reimbursement to offset the new exemption and received outside of the tax levy.

The above five (5) items cover about 91% of the \$5M increase.

Expenditures

The General Fund increase (\$4,977,161) will support the following significant expenditures, which amounts to \$4,717,493 or 94% of this total increase:

- \$1,487,493 increase in School Operating Budget
  - Only \$406,509 of this increase is funded by the Town Appropriation, while the remainder is funded by an increase in School State Aid.
  
- \$790,000 increase in Debt Service payments, primarily due to the School Department HVAC project.
  - This increase will be primarily funded by an increase in School Housing Aid.
  
- \$755,000 increase in Fire Department expenditures
  - \$417,000 increase in pension contributions (State, Local, Defined Contribution)
  - \$300,000 increase in firefighter salaries & wages and FICA/SS taxes (*contractual*)
  - The remaining increase is primarily due to inflation.
  
- \$547,000 increase in Police Department expenditures
  - \$460,000 increase in police officer salaries & wages and FICA/SS taxes (*contractual*)
  - \$65,000 addition for crossing guards
  - The remaining increase is primarily due to inflation.

Chair Kerwin explains the following: There were a few items here that were the drivers for this increase in expenditures. The School Operating Budget, which is expected to increase by \$1,487,493, only \$406,509 of that increase is coming from an increase in appropriation from the Town. The majority of that increase is coming from an increase in state aid.

The increase in debt service is primarily driven by new payments in the upcoming fiscal year related to the debt service for the school's HVAC project. She believes it is approximately \$1M in terms of the payments that will start for that projects in debt services, and will offset a bit by the last payment being made from another project. The increase in the debt service related to that project is primarily offset by the school housing increase.

There is an increase in Fire Department expenditures, and \$417,000 of that increase is related to pension contributions (state, local, and defined contributions). There is a \$300,000 increase in firefighter wages/salaries and the applicable taxes (contractual in nature).

- \$500,000 increase in Legislative & Policy Capital Projects:
  - \$290,000 increase in funding of the School Capital Reserve Fund
  - \$210,000 increase for Mountaindale Road Culvert project
  
- \$440,000 increase in Public Works expenditures
  - \$300,000 increase in funding of highway resurfacing, drainage, and sidewalks
  - \$53,000 anticipated increase in refuse & recycling and sanitary landfill costs
  - The remaining increase is primarily due to inflation.
  
- \$145,000 increase in funding of System-Wide Municipal Obligations
  - \$75,000 increase in medical insurance premiums for retirees
  - \$30,000 increase in insurance premiums
  - \$25,000 increase in funding of OPEB
  - \$10,000 increase in funding of retirement payouts
  
- \$53,000 increase due to proposed part-time Chief of Staff position in the Town Manager’s budget.
  - \$45,000 base salary plus FICA/SS taxes and DB/DC employer contributions

Similarly, there is a \$547,000 increase in the Police Department expenditures. This is due to an increase in firefighter salaries/wages and the applicable taxes (contractual in nature). There was one (1) addition to their budget in the amount of \$65,000 for additional crossing guards. The remaining increase is inflationary.

There is an increase of \$500,000 in Legislative & Policy Capital Projects primarily driven by an increase of \$290,000 in the funding of the School Capital Reserve Fund, and an increase of \$210,000 for the Mountaindale Culvert Project. The culvert project started this year in terms of design and is a continuation of a project that is already underway. Town Manager Rossi explains this is to fund the project going forward.

The increase in School Capital Reserve Fund, coupled with what was put in there in prior years would bring the balance of this fund to \$645,000. This will cover all of the FY25 School Department capital projects.

There is a \$440,000 increase in Public Works expenditures which includes a \$300,000 increase in funding of highway resurfacing, drainage and sidewalks.

There are many roads that are in dire need of repair, therefore, the board is always trying to find any extra money to place into this line item specifically. The total amount for this line item for FY25 and what is being brought forward is approximately \$950,000. After speaking with Director Allen, the DPW would need \$1.8M per year for the next ten (10) years to get our roads to a place where he can just maintain them and have them on a proper cycle. There is an anticipated \$53,000 increase in refuse/recycling and sanitary landfill costs (inflationary).

There is a \$145,000 increase in System-Wide Municipal Obligations, with are few different areas that increased under these obligations. A \$75,000 increase in medical insurance premiums for retirees, \$30,000 increase in insurance premiums, \$25,000 increase in funding OPEB (intentional), and a \$10,000 increase in funding of retirement payouts.

Lastly, there is a \$53,000 increase within the Town Manager's budget for a new part-time Chief of Staff position. This is a part-time position and the salary within the budget is \$45,000 plus the related payroll taxes and retirement contributions.

The increase of 1.73% to the tax levy is resulting in a 5.90% increase to the tax rates of residential and commercial properties. The reason the tax rates are impacted so much more than just the total levy going up 1.73% is due to the following factors:

- The substantial residential properties with frozen taxes (18% - 20%)
- New legislation that freezes tangible property tax rates
- New exemption for the first \$50,000 of assessed value

The value of real estate with frozen tax assessments (net of exemptions) increased by \$26.8M from 12/31/2022 to 12/31/2023. The cost of having frozen assessments is just under \$2M, and it will continue to grow. Life expectancy is increasing and there is a heavy population in terms of the age groups that are 55-65 who will be eligible at 65.

Another future consideration is the new change to the tangible property tax and that legislation. Whatever that calculation ends up being this year will be the reimbursement the Town will get from the state every year. They will not recalculate it each year. This means that after this year, any new exemptions will be absorbed by the Town going forward.

The board's focus of this budget was to try to maintain the services that the departments are offering. Looking at the statistics, inflation is up 22% this year, and in the last few years the Town has done a good job of trying to limit the burden of tax increases on taxpayers especially during the pandemic.

The Town is finally at a point to be able to maintain the level of service that the residents and taxpayers expect, however, there was not a way to avoid not having some increase this year.

Member Toppi states that this memo was well done and the way it was broken down made it easy to understand.

Chair Kerwin reviews the Tax Rate Decile Report (see attached documentation) that was created by Member Sousa and Tax Assessor Celeste showing the breakdown of what the increase would be on an annual basis for residential taxpayers.

A couple of line items from the Town Manager's budget were reallocated. There was \$92,000 that was for a capital project for the Senior Center van, which happened in FY24. The board suggested reallocating the \$92,000 to the DPW for highway resurfacing.

The board also made a change to the Greenville Library. The board made the decision to change the recommendation of an \$11,000 increase in the Town Manager's budget, to level fund the library because there had been questions about a past lawsuit, a settlement, taxpayer questions, and the audited financial statements from June 30, 2023 were not yet available. This amount was also moved to the DPW for highway resurfacing.

The board made their recommendation to add to the School Capital Reserve Fund and to add for two (2) capital items (\$42,000) that the Fire Chief stated were a need (radios and stretchers). These were the only changes made from the Town Manager's budget. The board did not feel comfortable going much further than that in terms of adding to the budget knowing it would so significantly increase the tax rates. This is not to say that there still isn't a need, but it is about balance.

Vice President Iannotti questions the \$755,000 increase in the Fire Department expenditures and if it includes the SAFER Grant. Chair Kerwin explains that she was just honing in on what the increases are, and the SAFER Grant was received in FY24 and there was not a significant change in FY25. Chair Kerwin further explains that the SAFER grant funds are included.

Member Toppi questions how the board arrived at approving the Chief of Staff position without a job description, data, a long-term plan and other considerations.

Chair Kerwin explains the following: The board heard that this position was added to the original budget at the request of the Town Council or certain members of the Town Council, who wanted to see this position put into place. Trying to anticipate the council's expectations of whether this position would/would not be included in the budget was a factor. In conversations with the Town Manager in regard to having the need of someone to help with constituent needs and following up on certain matters. There were certain initiatives that came from the Performance Assessment showing that someone needs to "keep a pulse" on that. This would allow Town Manager Rossi more time to focus on certain things and give him an additional set of hands. The board looked at other municipalities to see how their Town Manager/mayoral office was structured, and it seemed common to have another FTE (even fulltime) versus this just being a part time position. There was also a discussion about EMA Director Todd Manni and how he was supposed to be/is a Deputy Town Manager, however, given everything that has been happening, he is fully utilized in his job within Emergency Management and unable to absorb any additional responsibility.

In other municipalities the job title is not Chief of Staff, but Constituent Relations or Coordinator.

There was the thought that there was a need in the office to help with the responsibilities and the phone calls.

Member Toppi states the following: She appreciates this, and there is no doubt that Town Manager Rossi works hard, but aside from that, she cannot approve another position without data or a job description. This is the same concern she had with the Parks & Recreation position. She does not understand how that can even be a consideration. She has other concerns about this being political. The main things are the data and the job description which are basic considerations. Although this salary is only \$53,000, the gravity of what this could be, and we don't know what this could be, aside from helping. This does not give her any information at all, and she has major concerns about this position. This would be for any department without a job description or data.

Chair Kerwin states she is not sure about what the internal process is to create a job description and have it posted, however, this will create a budget for it. Chair Kerwin further states that she is also not sure if there is further internal processes in terms of getting a position and a job description approved, but this would make the funds available if that were to happen. Chair Kerwin also states that it could take a while to find the person, and the full \$45,000 may not be used in the first year.

Chair Kerwin asks the council members if they had any thoughts about this position because that is where the board heard it originated.

President Lawton explains that this position was discussed during Town Manager Rossi's Performance Review, and the council felt that this would be a much needed position and allow Town Manager Rossi to deal more with the employees and department heads. Town Manager Rossi deals with complaints, and there are a great deal of minor complaints that someone else could handle.

Chair Kerwin knows that Town Manager Rossi will get things done, however, that takes time away from him to do other things.

President Lawton states that when someone comes to them, they must go to the Town Manager because the council cannot go to department heads and ask them to do something. Chair Kerwin states that everything is funneled through Town Manager Rossi.

Member Toppi states that she understands, and she also understands that some departments are very "tight" right now as far as people leaving, and that should be considered. Member Toppi further states that she wants to ensure that each department is dealing with what they should be dealing with, and Town Manager Rossi is not. Member Toppi further states that Town Manager Rossi does a great job and works hard, however, she cannot support this position without data and a job description.

Vice President Iannotti questions if this was to be a temporary position at this point or a permanent position. BFRB Member Kenneth Sousa states that the board does not look at that, and the council will need to determine the guidelines. BFRB Member Sousa further states that he is also concerned this will become a full time position.

BFRB Member Sousa also states the council treat this position like any other position and get data. Member Sousa states that it is important to measure labor with data.

Member Tassoni states that you will not have data until you have the position. BFRB Member Sousa thinks Town Manager Rossi does need the help, but data needs to be developed.

Vice President Iannotti explains that he thought this position was to be temporary to allow time to gather the data. Vice President Iannotti further explains that the position could become permanent if the data supports it.

BFRB Member Sousa suggests a resident/taxpayer survey to be completed before and after which would allow for more data, and it will also give support if the position is good/bad. BFRB Member Sousa states this would give the council the support to make an objective decision.

Member Toppi states that more information would be good along with who is appointing this person and will the council be interviewing them. Town Manager Rossi explains that would not be the case because every other appointment is his, and he would be the interviewing and hiring them. Town Manager Rossi further explains he is not opposed to the position being temporary to try it out. Town Manager Rossi reminds the members that it will need to be the right person.

President Lawton states that the Recycling Coordinator was part time and is now full time, and he questions if there has been an increase in recycling. BFRB Member Sousa does not think there has been a Performance Audit or any numbers related to this. President Lawton further states that the Town is getting fined a tonnage for trash.

Chair Kerwin explains this was something that came up at their meeting, specifically about that budget, with Director Allen, and he sent the board an email that came from Rhode Resource Recovery. Chair Kerwin further explains that email the stated that they rejected another load because people are putting things into recycling that they should not be, and the whole load gets treated like it is trash. Chair Kerwin also explains that the Town is charged the weight and the fine. Chair Kerwin states that this happens more often when it rains, therefore, it is even heavier. Chair Kerwin further states that there was talk about increasing education on the do's and don'ts of what to place in your recycling bin.

Town Manager Rossi explains that with respect to the water, it is considered a rejected load, and they will not take it, thus, it is considered garbage. Town Manager Rossi further explains the other issue is people bagging their recyclables, and those cannot be processed.

Member Toppi states that with regard to data, she would have liked to have known, is how many phone calls Town Manager Rossi is taking that he should not be taking. Member Toppi further states that the department should be taking the call, and why that is happening. Member Toppi feels that we need to get to the root cause of that, and that is an example of what she needs for this position and any else in the future.

Member Toppi also states that she is not just “picking on this” for no reason. Chair Kerwin states that it is not a bad idea to have it made a temporary position, and for that temporary period have them track all of this information. Chair Kerwin further states that this will allow the council to have that information to decide whether or not the position will be made fulltime or was it not helpful. Member Toppi does not see how that would go away. Town Manager Rossi explains that placing the money into the budget is saying that you allow the position to exist.

Vice President Iannotti questions the School Department’s Capital Reserve Fund \$290,000 increase and if it is the total amount or an increase over the \$100,000 they normally get. Chair Kerwin states that this is cumulative, this year was \$100,000 and the board increased it by another \$300,000. Chair Kerwin further states this was \$10,000 less in the Town Manager’s budget. Vice President Iannotti states that the money going into that fund is \$390,000 for this year, and the fund already has \$245,000 in it.

Town Manager Rossi states that in his budget, he budgeted \$100,000, the BFRB increased this by \$300,000. Chair Kerwin states that there was \$110,000 added in FY24, and the \$100,000 put in by the Town Manager, making the total \$245,000. Chair Kerwin further states that the BFRB added an additional \$300,000 to bring the balance to \$645,000 in total that is sitting in the School Department’s Capital Reserve Fund. Chair Kerwin also explains that the way the fund was designed is so that any RIDE reimbursements related to those projects go back into the fund to help in replenishing it.

Chair Kerwin explains that if you were to spend the \$645,000 and “gut” the reimbursement, the dollars in the reimbursement would almost cover two (2) of the projects that are continuations. Chair Kerwin further explains funds could continue to be placed in this fund because there are a number of capital projects that are in the approved plan. Chair Kerwin also explains that the \$645,000 would cover all of the projects for FY25. Vice President Iannotti states that the School Department submitted a list to the BFRB with their priorities. Town Manager Rossi states that at the end of FY23 there was \$135,000, FY24 \$110,000 which totals \$245,000 plus the \$300,000 for a total of \$645,000.

School Committee Chair Richard Iannitelli explains that he would like to clarify the procedure because two (2) years ago the state made a drastic cut at the last minute that left them “scrambling”. Chair Iannitelli questions if that were to happen again, if the correct procedure for the School Department is to go directly to the Town Council. Town Manager Rossi states that the School Department would go through the Town Manager and to the Town Council.

Member Toppi questions the Mountindale culvert project and if it was due to the lots being built. Town Manager Rossi explains that the culvert had reached its useful life and needs to be replaced.

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

Meeting adjourns at 7:00 p.m.

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Town Clerk



**PLEASE SEE EXECUTIVE**  
**SESSION ENVELOPE**

**MINUTES OF SMITHFIELD TOWN COUNCIL MEETING**

**Date: Tuesday, June 4, 2024**

**Place: Smithfield Town Hall**

**Time: 6:15 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

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**I. President Lawton calls the Tuesday, June 4, 2024 Smithfield Town Council Meeting to order at 7:00 p.m.**

At 6:15 p.m. a motion is made by Member Tassoni, seconded by Vice President Iannotti, 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 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. **Motion is approved by a unanimous 5/0 vote.**

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

**II. President Lawton offers a prayer.**

**III. Salute to the flag.**

**IV. Emergency Evacuation and Health Notification**

**V. Presentations:**

**A. Gallagher Middle School 2024 Boys and Girls Track and Field Northern Division Champions**

Member Tassoni states that the Gallagher Middle School 2024 boys/girls track team won the Divisional Northern RI Championship. On behalf of the Town Council the coaches are presented with a Certificate of Recognition.

**VI. Minutes:**

**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.**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the May 21, 2024 executive session meeting minutes be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

**A. Move that the minutes of the May 21, 2024 open session meeting be approved as recorded.**

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the May 21, 2024 open session meeting be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

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

**A. Land Trust appointment with a term expiring in September of 2024**

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby appoints Gregory Guertin to the Land Trust with a term expiring in September of 2024. **Motion is approved by a unanimous 5//0**

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

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

**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.**

President Lawton declares the public hearing open.

Member Toppi explains the following: This item before the council this evening is the first part of a series of items that Vice President Iannotti and she are introducing to promote good government. In their eyes, this means accountability, transparency, and public participation. This amendment is for the residents, taxpayers, their children, etc. in the future.

This would permit anyone from the public to speak at any board/commission meeting whether the subject matter is docketed or un-docketed as long as the subject matter is within the jurisdiction of said board.

The Chairs of each board would still have the flexibility to set reasonable limits on public comment as they see fit. In general the Chairs of each board already give the public opportunities to speak, if they wish, right now.

This amendment would just solidify that in an official capacity.

Member Toppi reads the 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”.

Vice President Iannotti states the following: He feels that it is so important to have public participation. The way Town Council is run now mirrors this, as people are allowed to come up when they are considering something. This is also allowed at the end of a meeting when people can comment on any matter. He feels this is one of the strengths we have here in Smithfield. The council does not know all the facts or have all the answers, and there are some terrific people in Town with great backgrounds, many serve on boards/commissions. They do a fantastic job of advising the council. The council would like to have much more participation, and this sends a message that the council really welcomes participation. The public comes to council meetings or board/commission meetings and presents the council with ideas, facts the council may not know about, and opinions. This is so helpful to the council in making decisions that are for the betterment of our residents.

Thomas Hodgkins, 200 Farnum Pike states the following: He encourages the members to support this amendment because it is an important aspect of these meetings and what the Town is doing here. One of the important aspects of this, where it has been lacking, is at the Planning Board meetings with regard to zoning amendments. There is a great deal of “hot” zoning items coming through. There has been no public input on this because the Planning Board does not permit public comment on planning/zoning amendments. They allow comment on projects but not on amendments. That perspective is important that when it comes before the council with that input. He also hopes that, implicit of the purpose of this, is that other boards/commissions will not put other restrictions on public comment, which subtly are meant to “snuff out” the public comment. Such as requiring people to sign up in advance to speak during public comment and identify what they speak on. To him, this does not serve a real purpose and limits who can speak. He believes that is the School Committee’s practice right now. He hopes the purpose is clear from this amendment, that the council would not expect any of the boards/commissions to be doing things like that.

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

President Lawton questions how this will be “policed”. Town Manager Rossi explains that it must be ensured that the “public comment” section is added to all agendas, monitoring via the recording secretaries, and if something is witnessed, bringing to his attention.

**Motion** is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes amendments to the Code of Ordinances, Chapter 11 entitled “Boards and Commissions. **Motion is approved by a unanimous 5/0 vote.**

**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**

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

**Motion is approved by a unanimous 5/0 vote.**

- 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.**

Member Toppi states that considering the tragic event that occurred the last time, she questions what safety precautions have been put in place.

John Emin, Jr., owner of Seven Cedars Farm, explains that he has done everything possible to avoid any further accidents, and he has asked the Fire Chief to come and review all of the events that are being offered. Mr. Emin invites the police and any other Town official to do the same. Mr. Emin feels that the more people that are involved, the better the event.

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

**Motion is approved by a unanimous 5/0 vote.**

- 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.**

Member Tassoni questions where this cart will be located. Matt Lyons, owner of Wally's Hot Dog Cart states that he will be at the Bryant University events.

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

**X. Old Business:**

**A. Discussion concerning Greenville Library litigation and financial operations.**

President Stephen Cicilline explains the following: The Greenville Library was created by legislative charter in 1882, and under the terms of its creation, it was to promote library services and social intercourse. In today's library, they have gone far beyond those dated requests. Under the created charter, they could adopt by-laws, sue and be sued, and hold real and personal property. The Board of Director's oversee the library services, and under that there is a director. The director handles the particular library programs and services, however, she is limited because the library needs the approval of the Board of Trustees for the expenditure of money. The director is under the direct supervision of the Board of Trustees. The services provided and overseen by the director and the staff.

Solicitor Gallone asks President Cicilline to give the council an overview of the litigation that took place relative to the APRA request. Solicitor Gallone states that this has been an issue for a while, and everyone is in the middle of the budget looking at finances and funding. Solicitor Gallone further states that issues have arisen as to the Town's funding, and both libraries have a substantial amount of money and provide a vital service to the Town. Solicitor Gallone also states that in this case, the question is how much taxpayer money was utilized to finance this litigation, where the attorney needed to be paid as well as the ensuing judgement handed down by the Supreme Court.

President Cicilline explains the following: There was a lawsuit filed against the library due to violating the Access to Public Records documents, and the suit went on for a period of time. It was not the party itself, but rather the attorney, that was pursuing the litigation. During the term of the litigation they made several offers/attempts to settle. The litigation went to the Supreme Court and there was a resolution. Has the Town's money been expended for this purpose? The Town, state, and library support the operating services of the library. From the 2023 budget, the operating expenses of the library were \$1.2M. The Town gave them \$913,000, the state \$195,000, therefore, there is a shortfall. The shortfall is approximately \$105,000. The library must come up with the support of that shortfall.

The audit shows there were expenses paid for the attorney and for the suit itself. The litigation lasted over a five (5) years. The 2023 audit shows that there was a difference between 2022 and 2023 of approximately \$30,000. The difference of paying that litigation came from the library's savings.

With regard to the rest of the money, the library needed to come with \$100,000.

Solicitor Gallone questions the amount of the total judgement and if the judgement was comprised. President Cicilline states the amount was \$70,000.

President Cicilline continues to explain: The library had a shortfall of \$105,000, and \$60,000 of the money came from their investments, \$13,500 came from the library's fines/fees and fundraising. The remainder of \$27,000 came from that same source. Approximately \$40,000 came directly from the library's fines/fees (investments). None of the funds came from the Town's support of the library.

Vice President Iannotti questions the fund (savings) that is set aside and where the savings come from. President Cicilline states that savings come from interest earned, fees, and fines. President Cicilline assures the members that none of the savings come from Town money, and the shortfall is made up from their own reserves.

Vice President Iannotti questions how much is in the savings. President Cicilline states there is approximately \$150,000 remaining in their savings. President Cicilline further states that sometimes the library receives donations, and they are earmarked for a specific purpose.

Vice President Iannotti questions the library's record request procedure, and how they know whether to comply with a request or not. President Cicilline states that they relied on their attorney at the time. Vice President Iannotti also questions if the library did not respond to the request and waited for the attorney before responding. President Cicilline states that is why they have an attorney. President Cicilline reminds the members that they are a corporation, and they have a responsibility to maintain that corporation and to provide the library services directed in its enabling Act.

Vice President Iannotti states that the Town is providing 70% of the library's funding, and the Town has a responsibility to the taxpayers. Vice President Iannotti further states that if the Town has to provide level funding, the Town must provide at least the amount of last year's funding or state aid will be lost.

Vice President Iannotti also states that he does not see where the taxpayers are being represented because there is a board that is not elected or appointed, therefore, it is separate from Town government, yet they provide 70% of the funding to operate.

President Cicilline states that the board is elected at an annual meeting. Vice President Iannotti states they are not elected by the voters of the Town. President Cicilline states that if they are members of the corporation, then yes. Vice President Iannotti questions how many members the corporation has. President Cicilline states the corporation consists of two hundred (200) members.

Member Toppi questions if the same attorney is still representing the library. President Cicilline confirms that this attorney no longer represents the library.

Member Toppi questions what steps the library has taken to ensure future APRA requests are handled appropriately. Member Toppi is surprised that an attorney would advise against that.

President Cicilline states the following: There is another litigation existing which is based on a suit on damages. The library has insurance through The Trust, and they are representing the library, and any resulting claim will come from The Trust.

Member Toppi again questions what steps the library or the board has taken to ensure future APRA requests are handled appropriately. President Cicilline states that the library has a new attorney.

Vice President Iannotti states that he read the Supreme Court decision, and he thinks it is a travesty because these documents should have been turned over. Vice President Iannotti also thinks this was one of the easiest cases the Supreme Court has ever had.

President Cicilline explains that he is not going to dispute what President Iannotti has said because he read the opinion as well.

Solicitor Gallone states that the APRA request was related to an unsuccessful bidder who was looking for documents for the parking lot paving, and he questions if the pending litigations is related to damages accrued from the unsuccessful bid. President Cicilline confirms that the damages are related to the unsuccessful bid.

Vice President Iannotti states the that there are two (2) separate libraries, with two (2) separate boards, with the Town financing approximately \$1.5M and questions why there needs to be two (2) separate administrations for the libraries.

President Cicilline explains that this question has been asked for forty (40) years. President Cicilline further explains that it is a question of if the Town is willing to accept the missions of both libraries. President Cicilline also explains that the libraries perform certain services, and one (1) is exceeding the other in the kind of services that they provide.

President Cicilline states the following: The council is talking about a merger, and for years, the council has pitted the libraries against one another. The money the Town gives to each library allows them to exist and continue to provide their services, and joining them may be a concept that violates the individuality of the corporation. There is a concept that would allow for someone to conduct a feasibility study to examine the strengths, availability, size of the building, and the amount of staff. Then devise a reasonable plan. There has been communication with the people at the East Smithfield Library and talking to the Town Manager in hopes of making progress.

Vice President Iannotti states that is a technical reason, and he is asking a practical question about the administration. Vice President Iannotti further states that the Town wants to keep the two (2) facilities and keep the programs. Vice President Iannotti feels that it would make more sense to have a unified administration with more input from Town government.



Vice President Iannotti also feels that there appears to be no Town government representation.

President Cicilline questions why the council feels that Town government can provide better direction to a library which are each individually run by professional people who have the education to put programs forth, oversee the staff and respond to the needs of the Town.

Vice President Iannotti states that it is not a question of direction, but a question of accountability because there is a great deal of taxpayer money involved, and there needs to be accountability to the taxpayers.

President Cicilline states that is why they submit an audit and a budget, allowing the council to have the opportunity and a responsibility to ask questions.

Solicitor Gallone questions who legal counsel for the library at this time. President Cicilline states legal counsel is Monica Horan.

Vice President Iannotti questions if the library has the ability to consult with the Town Solicitor. Town Solicitor reminds the members that they are independent, however, as a result of the circumstances and moving forward, closer coordination. President Cicilline explains that they would like to achieve this and be able to cross this bridge meaningfully so that it does not affect either library. President Cicilline feels that there will be a great deal of legal expenses to effectuate this, but that person will be able to do that study properly. President Cicilline does not feel it is fair for each of the libraries to devise a plan, however, there may be ways to appease what the council is trying to achieve.

Solicitor Gallone questions how many trustees are on the board. President Cicilline states that there are fifteen (15) trustees. Solicitor Gallone also questions how many trustees East Smithfield Library has. President Cicilline states they have seven (7) trustees. Solicitor Gallone states that in total there are twenty-two (22) trustees for two (2) libraries.

Member Toppi questions if the two hundred (200) members he spoke of earlier are Smithfield residents. President Cicilline confirms they are residents.

Thomas Hodgkins, 200 Farnum Pike, states the following: He thinks one (1) of the rules of the council, as custodians of the taxpayer's money, is to ensure that this government is operating transparently and the money is spent appropriately. The council needs to ensure that no more money than is absolutely necessary needs to come from the taxpayers to run these basic services. He thinks everyone is in agreement that the library's mission is important, and it is an important service for people in the Town, however, money spent on administration and duplicative costs is not money that is spent on the mission or services. If there is a way to do that more efficiently, it would improve services for the customers.

He brought these issues to the council over the past year in terms of the lawsuits, governance issues, open meeting violations, and APRA violations. One of the issues was that these lawsuits were never disclosed to the Town or disclosed properly in the audits. The Town's contract with the auditing firm required the audit to be completed and submitted to the Town by the January.

This did not happen in any of the past three (3) years. He understands about the mission for the library, however, when there are issues with the audit that concerns him. The Superior Court judgement was entered as a final judgement in September 2021, the Supreme Court judgement was in 2023, and there was another judgement for additional fees in January 2024.

The other lawsuit having to do with the bid was filed in February 2022. The judgement was never disclosed in any of the other audits and neither was the other lawsuit. The recent audit (Page 17) states “as of June 30, 2023, the library was named as a defendant in a lawsuit alleging violation of the Access to Public Records Act and violation of the municipal bidding statute”. This passage goes on to say that that a final judgement was entered, however, the date is incorrect.

Either this paragraph is extremely obtuse, improperly written, or both. There are two (2) lawsuits right now, and that is not what the audit says. He is not sure if this is an issue with the auditor or with the library, but it is an issue when things are not correct in the audit.

In the audit, since it is being done a year later, has representations that the auditor has not been informed by management that any other change in conditions since completion of the audit. Not only was it not in the original, it was not listed in the next year.

The May 23, 2024, agenda for the library had a review of minutes for “potential litigation”. Assuming that the library is following the Open Meetings Act, the agenda item for “potential litigation” means that they have received a real threat of another litigation or another claim that has been asserted against them. That is why they needed to meet in executive session. Mr. Hodgkins questions what the new/additional litigation.

His concern is what the exposure is to the Town at this point. He understands the President’s comments in terms of the exposure on the bid statute. He hopes that the library would be able to provide the Town with written correspondence from its carrier that there is no reservation on the payment of any judgement.

Based on the information he received from the APRA it showed that the legal fees were in excess of \$100,000 as of December 2022. This does not include the judgement of \$60,000 and the additional \$17,000 from the judgement earlier this year. This number is probably approaching \$200,000 at this point.

He finds it difficult to swallow that because it was taken from the library’s reserve fund, that the taxpayer’s money was not involved. When the money is drained down from the reserve fund, then the library comes before the council asking for additional money for “routine maintenance”. In his view they need that money because they have already spent on things like this lawsuit, and in the end, it is still costing the taxpayer money.

In future years the Town will be facing a tough budget and it will be difficult to minimize raising taxes due to the state’s identifying a shortfall of \$225M for FY25 and FY26. We can anticipate that one of the impacts of that budget shortfall is that the state will “pull back” on municipal and state funding in order to balance their budget. The burden will then be placed on the municipal body to raise taxes to make up for the difference.

He thinks it is critical that we have a conversation about where there is structural savings to be had in this budget.

Member Toppi states the following: This discussion is giving the appearance that there “may” be some transparency issues, and it brought up something with the library that she observed. Last year she attended a DEI Taskforce meeting, and one of the individuals advised that he did meet with the Greenville Library, and she does not know who. They were discussing possibly collaborating in some fashion. She reminds the members, that this was according to the individual, and she was not there. There was reason to try to keep it quiet, so to speak, because it may be controversial in some way. She is bringing this up because there seems to be or “may” be some sort of transparency issue there. She hopes that is not the case because of all these things add up, and it is not necessarily the best look. She is not accusing anyone of anything, this is just what she was told. It was a public meeting, and she was present for it.

President Cicilline states the following: The previous speaker made mention that someone was not informed of the lawsuits. Lawsuits are a matter of public record, it is in Superior Court, and may have been in the newspaper. The speaker made mention of two (2) lawsuits, and there is only one (1) lawsuit pending.

Solicitor Gallone explains that Mr. Hodgkins was referencing the May meeting agenda that said “discussion concerning potential litigation”. Solicitor Gallone is not sure if that was a mistake or a discussion about pending litigation. President Cicilline states that there is no pending or potential litigation that they know of.

President Cicilline explains the following: The speaker made a request of them to see if the insurance carrier has any reservation on making payment under the contract. If you practice law longer enough, you know there is a contract and the provisions are spelled out. They may be a portion you need to pay upfront (deductible). There is no reason to question that The Trust is representing them because they have already entered the case. There is no need for the council to make that request of the library.

Solicitor Gallone questions the amount of the deductible. President Cicilline states the deductible is \$2,500. President Cicilline questions where Mr. Hodgkins came up with the figure of \$200,000.

President Cicilline is sorry that there was some mention of the library not operating “above board”. President Cicilline assures the council that there is not one (1) member of their board that would, in any way, wish to do anything illegal, take advantage of Town money or misuse the responsibility they have.

Director of the Greenville Public Library Dorothy Swain states the following: To address Member Toppi’s concern, she did meet with that gentleman. They had a good discussion, and she offered any services he needed from the library. It sounded to her that things were not quite cohesive with that group, but she did say that, when and if it happened, they would be happy to support whatever came to them. She was at that meeting and knows what she said to him. Her assistant was with her as well.

**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.**

Town Manager Rossi explains the following: This MOA is to evaluate, for a period of one (1) year, to change our current shift structure to a twenty-four (24) hour shift structure. This provides a substantial benefit to our membership to be able to live their lives and spend time with their family. This also brings continuity to the operation with having them on shift for twenty-four (24) hours, and it is the expectation as it is evaluated over the year, there will potentially be a savings in overtime. A twenty-four (24) hour shift is a deterrent for someone to take a day off versus a shorter shift.

Vice President Iannotti questions if other fire departments have successfully implemented this. Town Manager Rossi states other departments have implemented this, and it has been successful on both sides (for the community and the membership). Town Manager Rossi further states that it was discussed amongst enough firefighters of the benefits to it, and the membership brought it to his attention. Town Manager Rossi also states the he and Chief Seltzer had the opportunity to review it and work with the union.

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

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

Town Manager Rossi explains the following: This item is a “housekeeping” item to help the Town with the recent retirement announcement of Chief St. Sauveur and the promotion of Deputy Chief Dolan to Chief. They are in the process of continuing that progression on promotions within the department. Under the current agreement, it required a deadline to the posting of shifts. This will allow for extending that time to do the posting in conjunction with the union, who is completely supportive of this. There is no financial effect of this.

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

**C. Consider, discuss, and act upon rescinding a request for proposals for financial audit services for Fiscal Year 2024.**

Finance Director Caitlyn Choiniere explains the following: The Town went out to bid for the FY2024 audit services and there were two (2) bidders. They did not feel this was a good choice for the Town.

President Lawton questions if different verbiage will be used for the next RFP. Town Manager Rossi explains that there were conversations with the bidders, and there was confusion about some of the entities that are included in the pricing. This is why some of the bid dollars came in high, however, once explained, the bidders are not re-bidding due to staff changes. This will give the Town an opportunity to get it “more in line” with well-run operation.

Vice President Iannotti questions the bids being too high for the type of services the Town was requesting, and there was a misunderstanding as to the services. Director Choiniere states that the Town was able to better explain what was needed for the Town, school, library, etc.

Vice President Iannotti questions the bidders rebidding. Director Choiniere states that those bidders told her that they would bid again.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby Rescind RFP #240508 – Proposal for Financial Audit Services and Agreed-Upon Procedures. **Motion is approved by a 5/0 vote.**

**D. Consider, discuss, and act upon authorizing a request for proposals for financial audit services for Fiscal Year 2024.**

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

**E. Consider, discuss, and act upon rescinding the authorization to purchase 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).**

DPW Director Gene Allen explains the following: At the September 19, 2023 meeting he requested approval to purchase a 2024 International HV607 – 41,000 GVW Cab and Chassis to replace one 1994 Ford L-8000 dump truck. The council voted to approve the purchase. He was trying to get ahead of other people in terms of getting a “built slot” with the manufacturer, and he has not been able to secure a spot for the 2024 International at this point and all of 2024. All of the “built slots” are tied up until 2025. This would be beyond the time for the existing procurement act this was purchased under.

He would have to negotiate at some point, and then come back before the council to request that this same truck be purchased, at what would be a higher price. In the meantime he has been working with the dealer, and they had a truck that became available in New Hampshire.

The truck was brought to him so that he could take a look at it. It is essentially the same truck that was purchased with the exception of it being heavier and larger tires. That truck is \$141,000 through the current contract as opposed to the \$123,000. It is available now, and they are waiting for this evening's vote.

One of the other agenda items is for the swaploader which goes on the back. This was not part of the first one because he was not sure the cab and chassis would be coming in.

The final agenda items would be to rescind the original resolution and to approve a new resolution.

Vice President Iannotti questions if this will be paid for over a four (4) year period. Director Allen states that the truck will be paid for in four (4) payments within a four (4) year period, with the first payment coming from this year's budget. Director Allen believes he has one (1) payment dropping out every year from previous purchases.

Member Tassoni questions if this purchase will be to replace a truck. Director Allen states this will be replacing a 1994 LE1000 with 69,000 miles, and replacement parts are difficult to get.

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

**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).**

Member Tassoni expresses his concern about the money being spent. Member Tassoni states that we do not have a money problem, we have a spending problem. Member Tassoni further states that in the upcoming budget the Town is raising taxes by close to 6%, and the departments need to live within their means. Member Tassoni feels that a 6% tax increase is ridiculous. Member Tassoni states that he will not support this.

**Motion** is made by Member Kilduff, seconded by Vice President Iannotti, 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. **Motion is approved by a 3/1 vote. Member Tassoni votes nay. Member Toppi abstains.**

**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).**

Vice President Iannotti questions this agenda item and the previous agenda item as being in the budget for this year. Director Allen states that they are both in this year's budget, and the DPW has \$204,000. Director Allen further states that the total together is \$204,733. Vice President Iannotti questions these being capital items that the council previously approved. Director Allen confirms that the council previously approved these capital items.

Vice President Iannotti also questions this being the first lease payment. Director Allen confirms this is the first lease payment for this year, then for the next three (3) years.

Member Tassoni states that it does not mean we have to spend it.

Member Kilduff feels that there are a great deal of problems with the budgets, but not from Director Allen's department.

**Motion** is made by Member Kilduff, seconded by Member Toppi, 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) swap loader and associated equipment and services for the total cost of \$63,681 00. **Motion is approved by a 4/1 vote.**  
*Member Tassoni votes nay.*

**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).**

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

**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).**

**Motion** is made by Member Kilduff, seconded by Vice President Iannotti, 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 total cost of \$204,733.00. **Motion is approved by a 4/1 vote.** *Member Tassoni votes nay. Member Toppi abstains.*

**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.**

Director of Technology Scott Barnett explains the following: The bids from four (4) companies were evaluated for seventeen (17) IP-based vape sensors not to exceed \$38,066.00.

The original plan was to try to include switches that these would wire back to, however, the grant this is funded under, totaled slightly under \$40,000. The School Department kept it under that amount. They refurbished some devices that they currently have, and at some point in the future, they will look to put in new switches. They are able to operate under the present situation.

Member Tassoni questions if the sensors will be purchased by grant money. Director Barnett assures the members that these are being purchased with grant money.

Member Kilduff questions who would pay for the replacement of these devices if they are tampered with or broken. Director Barnett explains that in discussions with South Kingstown and North Kingstown, the purchase should include a spare device. Director Barnett further explains that the seventeen (17) areas were identified by the school administration, and there is approximately \$2,000 left from the grant, that could be used to purchase an additional spare. Director Barnett also explains that at this time they would have to place it into operational funds going forward. Director Barnett states that these devices cost \$1,500 a piece, and the School Department may look to have replacement money for one (1) or two (2) per year.

Member Kilduff states if this may be factored into operational expenses in the future, who will be responsible if a student breaks them. Director Barnett states that he is not the person to ask this question to, however, with the basic technology that students use, parents must sign an agreement based on the Acceptable Use Policy. Director Barnett further states if a student breaks an item, they are responsible for a certain cost level which is negotiated at the school administration level.

Member Toppi wants to explain why she will be voting nay on this item. Member Toppi explains that she is in support of stopping vaping, however, she reviewed their website again, and is not convinced that these devices cannot be programmed to detect certain spoken words. Member Toppi feels that this is a dangerous situation that “we” don’t want to be in. Director Barnett states that the version being bought does analytics of noise and chemical abnormalities, there is no recording of sound or video. Director Barnett further states that the only recording that is done is through the existing cameras outside the entrance way.

Vice President Iannotti questions how you would catch someone who breaks one. Director Barnett explains that the device itself will stop reporting because when it sense an event, and an email is sent to the administrator who can react in real time.

Member Toppi question if the devices are connected to Wi-Fi. Director Barnett states that the devices are hardwired back to the network.

President Lawton questions if the students will be told about the sensors. Director Barnett states that he would assume so, this is not something that will be hidden from them.



**Motion** is made by Member Tassoni, seconded by Member Kilduff, 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, including 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. **Motion is approved by a 4/1 vote. Member Toppi votes nay.**

**K. Consider, discuss, and act upon a bid award for group life insurance on behalf of the School Department.**

Town Manager Rossi explains that this is the same rate that we are receiving on our life insurance.

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

**L. Consider, discuss, and act upon a bid award for the purchase of two (2) mowers for the Parks and Recreation Department.**

Parks & Recreation Director Robert Caine explains the following: Three (3) bids were received, were reviewed, and the best bid was from Ed & Matt Equipment Services. This is for two (2) SCAG Zero Turn mowers.

Member Toppi questions if the mowing schedule for Deerfield Park is all set. Town Manager Rossi explains that the schedule is still being finalized.

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

**M. Consider, discuss, and act upon a bid award for workers' compensation and employers' liability insurance on behalf of the School Department.**

Member Tassoni questions why the School Department is not present this evening. Town Manager Rossi explains that there was a scheduling change due to everything happening, however, he did discuss this with the Business Manager. Town Manager Rossi further explains that the Business Manager evaluated this and the pricing received is very good.

Vice President Iannotti questions if these items were approved by the School Committee at last night's meeting. Town Manager Rossi states they were approved at last night's School Committee meeting.

Member Tassoni questions placing this item on the next Town Council agenda so that they are present.

Town Manager Rossi states that the council can choose to place it on the next agenda, however, with respect to timing this needed to be on tonight's agenda after discussions with the CFO.

Vice President Iannotti states these are all Beacon Mutual Insurance and questions if there is only one (1) carrier for the entire state. Vice President Iannotti further states there really is not anything to decide. Town Manager Rossi feels because of the pricing they have had there was consideration for the trusted bid.

Vice President Iannotti questions if they will be keeping the price. Town Manager Rossi states that in the "scheme" of things, but he is unsure if it is exact. Town Manager Rossi further states that if it were to be bid on and transferred over to The Trust, it would be a higher value.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, 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 from for the total amount of \$77,947. The insurance carrier is Beacon Mutual Insurance. **Motion is approved by a 5/0 vote.**

## **XII. Public Comment.**

Edward DeMayo, 75 Whipple Road, feels that putting the libraries "under one umbrella" would be a good idea. Mr. DeMayo states that if there is a shortfall on the state's side in FY25 and FY26, the Town needs to "toe the line".

## **XIII. Adjournment.**

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

Meeting adjourns at 8:21 p.m.

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Town Clerk

**Recommended Motion:**

That the Smithfield Town Council hereby approves the Fiscal Year 2025 Budget as proposed.

or

That the Smithfield Town Council hereby approves the Fiscal Year 2025 Budget as amended.

This advertisement will appear in the Providence Journal: **6/5/2024**

This advertisement will appear in the Observer: **6/6/2024**

### **NOTICE OF PROPOSED PROPERTY TAX RATE CHANGE**

The Town of Smithfield proposes to increase its property tax levy to \$61,602,883 in the 2024-2025 budget year; the property tax levy this year is \$60,556,967. **THIS IS A PROPOSED INCREASE OF 1.73%**

An increase in the proposed tax levy will result in a property tax rate of **\$14.53** for residential real estate per \$1,000 of assessed valuation, as compared to the current property tax rate of \$13.72 per \$1,000 of assessed valuation, and **\$20.33** per \$1,000 of assessed valuation for commercial and industrial, as compared to the current property tax rate of \$19.20 per \$1,000 of assessed valuation. Tangible personal property will result in a property tax rate of **\$59.74** per \$1,000 of assessed valuation as compared to the current rate of \$59.74.

A property tax rate of \$14.96 for residential real estate, \$20.94 for commercial real estate and \$59.74 for tangible personal property would be needed in the coming budget year to raise the maximum levy authorized by section 44-5-2 of the general laws.

The Town of Smithfield's budget for fiscal year 2025 will be considered at a Town Council Meeting on Tuesday, June 18, 2024 at 7:00 PM in the Town Council Chambers of Town Hall, 64 Farnum Pike Smithfield, RI 02917.

The above property tax estimates have been computed in a manner approved by the Rhode Island Department of Revenue.

T. Michael Lawton  
Town Council President

**REPORT TO TAXPAYERS ON CURRENT AND PROPOSED BUDGET**

<b>Expenditures - Function or Purpose</b>	<b>Amounts Actually</b>	
	<b>Budgeted for</b>	
	<b>Current Year</b>	<b>Proposed Budget Year</b>
	Operations/Capital 2023-2024	Operations/Capital 2024-2025
1. Education	\$ 43,200,372	\$ 44,687,865
2. General Financial Administration	1,007,473	1,073,773
3. Public Works	3,834,511	4,222,108
4. Police Protection and Animal Control	9,815,864	10,355,701
5. Fire Protection	11,390,241	12,244,973
6. Sewerage	1,100	1,200
7. Other Sanitation	1,707,343	1,760,881
8. Parks, Recreation and Neighborhood Center	1,017,786	1,033,412
9. Interest on General Debt	1,872,388	1,753,389
10. Principal on General Debt	2,845,000	3,755,000
11. General Government	3,522,590	3,677,319
12. Town-Wide Obligations	3,082,701	3,229,362
13. Libraries	1,552,709	1,560,039
14. Revaluation	65,000	65,000
15. Boards & Commissions	106,405	110,681
16. Municipal Capital Improvements	1,602,499	2,070,440
<b>Total Expenditures</b>	<b>\$ 86,623,982</b>	<b>\$ 91,601,143</b>
 <b>Revenues</b>		
1. Local Property Taxes	\$ 60,421,959	\$ 61,602,883
2. State		
Municipal State Aid	11,240,764	13,986,290
School State Aid	8,742,214	9,787,396
3. Federal	951,300	1,049,522
4. Local (Non-Property)		
Miscellaneous Revenue and Interest	2,684,247	2,768,553
Fund Balance Transfers	600,000	600,000
Capital Expenditures and Operations Funds	1,983,498	1,806,499
<b>Total Revenues</b>	<b>\$ 86,623,982</b>	<b>\$ 91,601,143</b>

Certification: This is to certify that data contained in this report is accurate to the best of my knowledge.

Date: May 13, 2023

T. Michael Lawton  
Town Council President

# Town of Smithfield Rhode Island

## 2025 Operating Budget

BUDGET & FINANCIAL REVIEW BOARD'S APPROVED

May 8, 2024



### **Smithfield Town Hall**

64 Farnum Pike

Smithfield, RI 02917

Phone: (401) 233-1000 ▪ Fax: (401) 233-1080

Hours: 8:30 am – 4:30 pm ▪ Monday through Friday

[SMITHFIELDRI.GOV](http://SMITHFIELDRI.GOV)

**Town of Smithfield**  
**Fiscal Year 2024 - 2025**  
**Budget & Financial Review Board - Adopted 5/8/2024**  
**General Fund**  
 Budget Book Addendum for Tax Rate Computation

	Page #	FY 2025 Pre-Adoption Amount	FY 2025 B&FRB Amendments	FY 2025 B&FRB Adopted
<b><u>Revenue Adjustments:</u></b>				
State Tangible Exemptions	Exhibit-D	\$2,837,278	(1,563,775)	\$1,273,503
Local Taxes (Tax Levy)	Exhibit-D	\$59,697,108	1,905,775	\$61,602,883
<b>Total Revenue Adjustment</b>			<b><u>\$342,000</u></b>	
<b><u>Expenditure Adjustments:</u></b>				
Capital Improvement Projects - Fire Department	Exhibit - G	\$434,000		\$476,000
800 MHz Mobile Radios for Apparatus			18,000	
Stretcher Replacement - Stryker			24,000	
			<b><u>\$42,000</u></b>	
Capital Improvement Projects - Legislative and Policy Direction	Exhibit - G	\$595,000		\$895,000
School Capital Reserve Fund			300,000	
Capital Improvement Projects - Senior Center	Exhibit - G	\$92,000		\$0
Senior Van Replacement			(92,000)	
Greenville Public Library	Exhibit - H	\$953,152		\$941,850
Town Appropriation	Page 89		(11,302)	
Public Works	Exhibit - H	\$5,879,687		\$5,982,989
1-01-042-0584 Special Projects - Highway Resurfacing	Page 113		103,302	
<b>Total Expenditure Adjustment</b>			<b><u>\$342,000</u></b>	
<b>Net Change to the Fiscal Year 2025 Budget</b>			<b><u>\$0</u></b>	

**EXHIBIT A****TAX RATE DISCLOSURE**

**Town of Smithfield  
BUDGET ANALYSIS  
FISCAL YEAR 2024-2025**

**Current Year - Proposed (ESTIMATED)**

	Gross Assessed Valuation	Exemptions	Net Assessed Valuation
Residential - Real Estate	2,055,796,481	(5,361,579)	2,050,434,902
Commercial - Real Estate	856,437,955	(47,794,496)	808,643,459
Real Estate - Frozen (Market Value)	678,306,380	(21,779,447)	656,526,933
Tangible Property	225,528,240	(95,611,649)	129,916,591

Tax Levy		Proposed Tax Rate	Prior Year Tax Rate	Increase \$	Increase %
Residential - Real Estate	29,792,819	14.53	13.72	0.81	5.90%
Commercial - Real Estate	16,442,574	20.33	19.20	1.13	5.90%
Real Estate - Frozen	7,606,272				
Tangible Property	7,761,217	59.74	59.74	0.00	0.00%
	<u>61,602,883</u>				

<u>Tax Levies</u>	
Proposed Year Tax Levy	61,602,883
Prior Year Tax Levy	60,556,967
Levy Increase - Amount	1,045,916
Levy Increase - %	1.73%

<u>Budget Expenses</u>	
GROSS Budget	\$ 91,601,143
TOTAL Revenues	29,998,260
NET Budget (Tax Levy)	<u>\$ 61,602,883</u>
<b>Current Estimated Tax Levy</b>	<b><u>\$ 61,602,883</u></b>



**EXHIBIT B**  
**Town of Smithfield**  
**FISCAL YEAR 2025**  
**TAX RATE INFORMATION SUMMARY**

	TAX RATE		TAX RATE		PERCENT		TOTAL		AMOUNT OF		AMOUNT FROM OTHER	
	RESIDENTIAL REAL ESTATE (1)	COMMERCIAL REAL ESTATE	COMMERCIAL REAL ESTATE	REAL ESTATE	RATE CHANGE	RATE CHANGE	TAX LEVY	FUND BALANCE UTILIZED	ESCROW FUNDS UTILIZED	TOTAL BUDGET		
FY 2025	\$14.53	\$20.33	5.90%	5.90%	5.90%	\$ 61,602,883	\$ 600,000	\$ 1,806,499	\$ 91,601,143			
FY 2024	13.72	19.20	2.69%	19.20	2.67%	60,556,967	600,000	1,983,498	86,623,982			
FY 2023 Revaluation	13.36	18.70	0.00%	18.70	0.00%	58,247,330	600,000	2,140,885	82,986,155			
FY 2022	17.13	19.20	1.90%	19.20	4.63%	60,045,093	600,000	1,775,847	78,754,901			
FY 2021	16.81	18.35	0.00%	18.35	0.00%	59,670,761	600,000	1,870,547	76,700,583			
FY 2020 Revaluation	16.81	18.35	-4.27%	18.35	-0.27%	59,752,045	600,000	1,930,998	74,809,085			
FY 2019	17.56	18.40	0.00%	18.40	0.00%	58,146,492	600,000	2,567,827	74,502,662			
FY 2018	17.56	18.40	4.96%	18.40	4.96%	58,127,981	600,000	3,155,000	72,285,519			
FY 2017 Revaluation	16.73	17.53	-4.78%	17.53		56,132,554	600,000	2,765,000	69,045,313			
FY 2016	17.57		2.57%			55,094,768	600,000	2,253,300	67,028,007			
FY 2015	17.13		-2.23%			53,767,983	550,000	2,230,000	64,785,731			
FY 2014 Revaluation (3)	17.52		1.63%			51,713,919	550,000	2,679,182	64,224,223			
FY 2013	16.02		1.07%			50,485,821	656,744	3,346,375	62,048,443			
FY 2012	15.85		1.67%			49,357,184	450,000	4,661,500	61,942,487			
FY 2011 Revaluation	15.59		11.52% (2)			48,233,106	850,000	3,818,674	60,619,089			
FY 2010	13.98		2.19%			46,156,583	-	3,500,373	60,970,586			
FY 2009	13.68		3.40%			44,064,149	-	3,820,444	61,538,789			
FY 2008 Revaluation	13.23		5.19%			41,966,249	-	2,375,833	58,235,323			
FY 2007	15.40		4.90%			39,873,408	-	2,217,704	54,947,763			
FY 2006	14.68		5.23%			37,721,249	-	2,198,266	51,766,323			
FY 2005 Revaluation	13.95		5.50%			35,369,460	-	2,334,444	49,264,872			
FY 2004	21.40		8.74%			33,020,550	-	3,331,472	48,100,401			
FY 2003	19.68		5.47%			32,372,871	-	1,647,627	44,336,416			
FY 2002 Revaluation	18.66		0.00%			29,800,739	100,000	1,040,000	40,622,741			
FY 2001	22.40		0.00%			27,891,542	-	1,314,000	38,183,918			
FY 2000	22.40		9.75%			27,754,385	-	971,500	36,236,885			
FY 1999	20.41		2.56%			25,521,694	1,220,000	1,413,334	34,374,592			
FY 1998	19.90		0.00%			24,391,296	1,375,000	1,457,500	33,429,754			

**Notes:**

- The town has utilized \$11,151,744 in Fund Balance and \$64,801,130 in escrow funds in prior years budgetary procedures.
- 1) Percentage increase is calculated using the revaluation adjusted rate.
- 2) Percentage is based on rate increase, actual tax increase was a 4.5% increase due to revaluation.

**Town of Smithfield**  
**GENERAL FUND**  
**SUMMARY OF REVENUES, TRANSFERS**  
**AND EXPENDITURES ON *BUDGETARY BASIS***  
**FISCAL YEAR 2025**

	<b>FY 2022<sup>1</sup></b>	<b>FY 2023<sup>1</sup></b>	<b>Appropriated FY 2024</b>	<b>Projected FY 2024</b>	<b>Anticipated FY 2025</b>
<b><u>REVENUE AND TRANSFERS:</u></b>					
School State Aid	\$ 6,966,851	\$ 7,215,401	\$ 8,742,214	\$ 8,742,214	\$ 9,787,396
School Receipts - Miscellaneous	601,843	607,179	586,548	586,548	622,400
Property Taxes	60,202,797	58,132,647	60,421,959	60,332,809	61,602,883
Intergovernmental Revenue	6,139,896	11,688,892	11,240,764	11,240,764	13,986,290
Licenses, Fees and Permits	1,276,283	1,133,911	975,000	1,121,463	975,000
Departmental Revenue	642,464	454,475	1,568,999	1,568,999	1,690,675
Miscellaneous	457,010	1,391,744	505,000	505,000	530,000
Other Financing Sources	3,862,834	2,799,123	600,000	600,000	600,000
Revenue for Capital Exp. and Operations	1,531,897	1,066,897	1,983,498	1,983,498	1,806,499
<b>Total Revenue and Transfers</b>	<b>\$ 81,681,876</b>	<b>\$ 84,490,269</b>	<b>\$ 86,623,982</b>	<b>\$ 86,681,295</b>	<b>\$ 91,601,143</b>
<b><u>EXPENDITURES:</u></b>					
General Government	\$ 3,586,511	\$ 3,731,096	\$ 4,056,999	\$ 3,994,370	\$ 4,259,339
Public Safety	20,596,990	21,422,702	21,206,104	21,178,601	22,600,674
Public Works	4,618,687	4,328,439	5,541,854	5,536,854	5,982,989
Public Health and Assistance	14,500	14,500	25,325	25,325	25,325
Recreation and Senior Center	1,222,941	1,308,154	1,522,581	1,533,081	1,560,921
Libraries	1,471,571	1,501,002	1,552,709	1,529,215	1,560,039
Education	40,418,021	40,979,602	43,200,372	43,346,835	44,687,865
Miscellaneous	2,568,534	2,785,666	3,198,151	3,237,127	3,345,162
Debt Service	2,979,560	4,443,687	4,717,388	4,717,388	5,508,389
Municipal Capital Improvements	1,393,032	1,171,827	1,602,499	1,582,499	2,070,440
<b>Total Expenditures</b>	<b>\$ 78,870,347</b>	<b>\$ 81,686,677</b>	<b>\$ 86,623,982</b>	<b>\$ 86,681,295</b>	<b>\$ 91,601,143</b>
<b>EXCESS OF REVENUES AND TRANSFERS OVER EXPENDITURES INCLUDING RUBS <sup>2</sup></b>	<b>\$ 2,811,529</b>	<b>\$ 2,803,592</b>	<b>\$ (0)</b>	<b>\$ 0</b>	<b>\$ 0</b>

Note: 1. FY 2022 and 2023 are audited amounts.  
2. RUB = Reappropriated Unexpended Balance

**Town of Smithfield**  
**GENERAL FUND**

**ACTUAL AND ANTICIPATED REVENUES**  
**FISCAL YEAR 2025**

	<b>FY 2022</b>	<b>FY 2023</b>	<b>Appropriated FY 2024</b>	<b>Projected FY 2024</b>	<b>Anticipated FY 2025</b>
<b><u>MISCELLANEOUS STATE &amp; LOCAL REVENUES</u></b>					
<u>School Aid</u>					
State Aid Schools	6,966,851	7,215,401	8,742,214	8,742,214	9,787,396
<u>State Revenues</u>					
School Housing Aid	267,750	2,003,330	1,561,250	1,561,250	2,661,250
Municipal Incentive Aid	-	40,000	-	-	-
Payment-in-lieu of Taxes - University/Airport	900,667	954,846	941,869	941,869	1,217,452
Telephone Tax	258,355	269,260	269,260	269,260	289,652
Hotel Tax / Meals Tax	1,153,398	1,322,762	1,369,691	1,369,691	1,445,739
Motor Vehicle Phase-out	3,559,726	7,098,694	7,098,694	7,098,694	7,098,694
State Tangible Exemptions	-	-	-	-	1,273,503
<u>Federal Aid</u>					
SAFER Grant	196,061	-	951,300	951,300	1,049,522
<u>Local - Non-Property Tax Revenue</u>					
School Miscellaneous	601,843	607,179	586,548	586,548	622,400
Departmental Revenue	446,403	454,475	617,699	617,699	641,153
Local Miscellaneous	123,649	106,251	200,000	200,000	200,000
Licenses, Fees and Permits	1,276,283	1,133,911	975,000	975,000	975,000
Impact Fees	75,000	645,975	-	-	-
Interest on Invested Funds	(12,464)	421,286	25,000	25,000	50,000
Interest on Taxes	270,825	218,232	280,000	280,000	280,000
<u>Revenue for Capital Exp. and Operations</u>					
Revenue for Capital Exp. and Operations	1,531,897	1,066,897	1,983,498	1,983,498	1,806,499
<u>Other Financing Sources</u>					
Lease Proceeds	146,537	-	-	-	-
Transfers from Fund Balance	3,716,297	2,799,123	600,000	600,000	600,000
<b>Total Miscellaneous Revenue</b>	<b>21,479,078</b>	<b>26,357,622</b>	<b>26,202,023</b>	<b>26,202,023</b>	<b>29,998,260</b>
<u>Local Property Tax Revenues</u>					
	60,202,797	58,132,647	60,421,959	60,332,809	61,602,883
<b>TOTAL - ACTUAL AND ANTICIPATED REVENUES</b>					
	<b>\$ 81,681,876</b>	<b>\$ 84,490,269</b>	<b>\$ 86,623,982</b>	<b>\$ 86,534,832</b>	<b>\$ 91,601,143</b>

# Town of Smithfield

## GENERAL FUND

### REVENUE DETAIL SUMMARY FISCAL YEAR 2025

ANTICIPATED REVENUE - GENERAL FUND	FY 2024 - 2025
<b><u>Miscellaneous State &amp; Local Revenue</u></b>	
<u>State Revenues</u>	
School Housing Aid	\$ 2,661,250
Payment-in-Lieu of Taxes - University & Airport	1,217,452
Telephone Tax	289,652
Hotel Tax / Meals Tax	1,445,739
Motor Vehicle Phase-out	7,098,694
State Tangible Exemption	1,273,503
Total - State Revenues:	13,986,290
 <u>Federal Aid</u>	
SAFER Grant	1,049,522
Total - Federal Revenues:	1,049,522
 <u>Local - Non-Property Tax Revenue</u>	
Local Miscellaneous - Town	1,316,660
Local Miscellaneous - School	622,400
Impact Fees	-
Indirect Cost Transfers from Enterprise Funds	499,493
Reserve for Future Tax Assessments	600,000
Interest on Invested Funds	50,000
Interest on Taxes	280,000
Total - Local Miscellaneous:	3,368,553
<b>Total - State &amp; Local Revenues</b>	<b>18,404,365</b>
 <b><u>Revenue for Capital Expenditures and Operations</u></b>	
Rescue Billing Fund	1,100,000
Police Capital Equipment Escrow Fund	256,499
Capital Reserve Fund	450,000
<b>Total - Capital Expenditures and Operations Revenues</b>	<b>1,806,499</b>
 <b><u>School Revenues - State Aid</u></b>	
State Aid School	9,787,396
 <b><u>Local Property Tax Revenues</u></b>	
Local Taxes (Tax Levy)	61,602,883
<b>TOTAL - ANTICIPATED REVENUE</b>	<b>\$ 91,601,143</b>

**Town of Smithfield**  
**GENERAL FUND & ENTERPRISE FUNDS**

**EXPENDITURES - SUMMARY BY DEPARTMENT**  
**FISCAL YEAR 2025**

Dept #	Department	FY 2022 Actual	FY 2023 Actual	FY 2024 Appropriation	FY 2024 Projected	FY 2024-2025 Request	FY 2024-2025 Town Manager's	FY 2024-2025 B&FRB Budget
010	1 Building Official	462,524	472,515	527,864	486,478	532,101	507,751	507,751
008	2 Treasurer-Tax Collector	696,562	653,905	703,795	673,278	753,467	745,931	745,931
009	3 Tax Assessor	269,559	284,679	303,678	302,678	329,842	327,842	327,842
031	4 Fire Department	10,540,669	11,225,768	11,390,241	11,362,046	12,365,376	12,244,973	12,244,973
072	5 East Smithfield Library	575,849	587,365	610,859	587,365	731,212	618,189	618,189
071	6 Greenville Library	895,722	913,637	941,850	941,850	974,737	953,152	941,850
074	7 Senior Center Department	453,389	444,755	504,795	504,795	528,509	527,509	527,509
073	8 East Smithfield Neighborhood Center	-	-	6,465	6,465	6,465	6,465	6,465
007	9 Planning and Economic Development	211,491	212,927	234,121	234,121	241,840	242,740	242,740
032	10 Police Department	9,828,057	9,963,468	9,556,187	9,556,187	10,182,404	10,102,774	10,102,774
033	11 Animal Control	228,265	233,467	259,677	260,368	260,807	252,927	252,927
041-044	12 Public Works	4,618,687	4,328,439	5,541,854	5,536,854	6,922,835	5,879,687	5,982,989
048	13 Parks and Recreation	769,552	863,399	1,011,321	1,021,821	1,064,864	1,026,947	1,026,947
011	14 Town Engineer	325,237	339,622	396,557	382,280	418,355	415,855	415,855
070	15 School Department	40,418,021	40,979,602	43,200,372	43,346,835	45,636,271	44,687,865	44,687,865
006	16 Town Clerk	322,391	344,123	416,342	414,318	424,909	424,909	424,909
004	17 Town Manager	443,575	526,683	505,385	505,245	589,558	589,558	589,558
020	18 Town Hall	148,730	129,481	171,536	178,869	177,587	170,205	170,205
016	19 Human Services	-	-	10,825	10,825	10,825	10,825	10,825
034	20 Emergency Management Agency	102,752	105,849	120,496	120,496	122,483	122,483	122,483
001, 002	21 Legislative and Policy	563,524	572,817	570,819	590,627	601,384	601,384	601,384
081	22 Town-Aided Programs	60,350	61,300	63,850	63,850	64,100	64,100	64,100
060	23 Board of Assessment Review	135	300	250	300	300	300	300
053	24 Board of Canvassers	12,423	50,077	53,350	53,350	50,676	50,676	50,676
054	25 Conservation Commission	15,994	24,743	20,730	20,730	27,730	27,730	27,730
055	26 Economic Development Commission	1,530	2,250	2,750	2,400	2,400	2,400	2,400
049	27 Land Trust Commission	4,006	5,296	11,200	11,200	11,200	11,200	11,200
051	28 Planning Board	400	1,000	1,250	3,000	3,000	3,000	3,000
057	29 Soil Erosion Committee	250	300	875	500	875	875	875
058	30 Board of Affordable Housing	250	-	1,500	-	-	-	-
057	31 Zoning Board	4,925	4,531	8,500	8,500	8,500	8,500	8,500
052	32 Other Boards & Commissions	254	-	6,000	6,000	6,000	6,000	6,000
021	33 System-Wide Municipal Obligations	2,522,684	2,738,866	3,148,801	3,187,777	3,473,165	3,295,562	3,295,562
090	34 Municipal Debt Service	2,979,560	4,443,687	4,717,388	4,717,388	5,508,389	5,508,389	5,508,389
099	35 Municipal Capital Improvements	1,393,032	1,171,827	1,602,499	1,582,499	3,355,940	1,820,440	2,070,440
	<b>Total General Fund Expenditures</b>	<b>78,870,347</b>	<b>81,686,677</b>	<b>86,623,982</b>	<b>86,681,295</b>	<b>95,388,103</b>	<b>91,259,143</b>	<b>91,601,143</b>
	1 Smithfield Sewer Authority	3,604,381	3,767,764	4,079,711	3,988,711	4,013,668	4,022,142	4,022,142
	2 Smithfield Water Supply Board	1,768,072	1,782,818	2,240,925	2,240,925	2,301,025	2,303,337	2,303,337
	3 Smithfield Ice Rink	729,444	803,696	778,192	691,158	989,541	989,541	989,541
	<b>Total Enterprise Fund Expenditures</b>	<b>6,101,897</b>	<b>6,354,279</b>	<b>7,098,828</b>	<b>6,920,794</b>	<b>7,304,234</b>	<b>7,315,020</b>	<b>7,315,020</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 84,972,245</b>	<b>\$ 88,040,955</b>	<b>93,722,810</b>	<b>\$ 93,602,089</b>	<b>102,692,338</b>	<b>98,574,163</b>	<b>98,916,163</b>

**Town of Smithfield**  
**GENERAL FUND**  
**CAPITAL IMPROVEMENT PROJECTS**  
**FISCAL YEAR 2025**

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**FIRE DEPARTMENT**

Protective Clothing	\$	50,000
New Fire Pumper - Engine 1 - Payment 1 of 4		120,000
Tower Ladder 1 - Payment 2 of 5		156,000
JAWS Replacement		45,000
Fire Hose Replacement		16,000
Roof Replacement		10,000
CO Meters		22,000
Station #1 Flooring		15,000
800 MHz Mobile Radios for Apparatus		18,000
Stretcher Replacement - Stryker		24,000
<b><i>Total Fire Department</i></b>		<b>\$ 476,000</b>

**POLICE DEPARTMENT**

Replace 4 aging Police Vehicles, Payment (1 of 4)	\$	60,000
Firearms Transition Program		55,000
New Variable Message Sign		18,000
4 - 2022 Cruisers, Payment (3 of 4)		67,918
4 - 2021 Cruisers, Payment (2 of 4)		43,581
Taser Replacement, Payment (3 of 5)		12,000
<b><i>Total Police Department</i></b>		<b>\$ 256,499</b>

**PUBLIC WORKS DEPARTMENT**

Lease Payment - Heavy Duty Fleet Vehicles (4 of 4)	\$	108,250
Lease Payment - Equipment Replacement (2 of 4)		121,500
Lease Payment - Fleet Replacement (1 of 4)		113,191
Wash Bay at DPW Facility (DEM Inspection) design and construction		100,000
<b><i>Total Public Works Department</i></b>		<b>\$ 442,941</b>

**LEGISLATIVE AND POLICY**

Mountaindale Road Culvert Design (Payment 2)	\$	275,000
Spencer Street Drainage Bypass		55,000
Julien Street Culvert Replacement		65,000
School Capital Reserve Fund		400,000
Camp Sheppard Lease Payment (3 of 10)		100,000
<b><i>Total Legislative and Policy</i></b>		<b>\$ 895,000</b>

<b><i>PROPOSED CAPITAL IMPROVEMENT PROJECTS</i></b>		<b>\$ 2,070,440</b>
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**LESS: REVENUE TOWARD PROJECTS**

Police Department Equipment Account	\$	256,499
Fire Department - Rescue Billing		476,000
Capital Reserve Fund		450,000
<b><i>Total Revenue/Grants Toward Projects</i></b>		<b>\$ 1,182,499</b>

**TOTAL TAX LEVY UTILIZED FOR PROPOSED CAPITAL IMPROVEMENT PROJECTS**

<b>LESS REVENUE TOWARDS PROJECTS</b>		<b>\$ 887,941</b>
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**Town of Smithfield**  
**GENERAL FUND & ENTERPRISE FUNDS**

**OPERATING EXPENDITURES BY DEPARTMENT**

**FISCAL YEAR 2025**

**COMPARISON OF FY 2024 APPROPRIATED AND FY 2025 PROPOSED**

	FY 2024	FY 2024	FY 2024-2025	FY 2024-2025	FY 2024-2025	Amount	Percentage
Department	Appropriation	Projected	Requested	Town Manager's	B&FRB Budget	Change	Change
1 Building Official	527,864	486,478	532,101	507,751	507,751	(20,113)	-3.81%
2 Treasurer-Tax Collector	703,795	673,278	753,467	745,931	745,931	42,136	5.99%
3 Tax Assessor	303,678	302,678	329,842	327,842	327,842	24,164	7.96%
4 Fire Department	11,390,241	11,362,046	12,365,376	12,244,973	12,244,973	854,733	7.50%
5 East Smithfield Library	610,859	587,365	731,212	618,189	618,189	7,329	1.20%
6 Greenville Library	941,850	941,850	974,737	953,152	941,850	-	0.00%
7 Senior Center Department	504,795	504,795	528,509	527,509	527,509	22,714	4.50%
8 East Smithfield Neighborhood Center	6,465	6,465	6,465	6,465	6,465	-	0.00%
9 Planning and Economic Development	234,121	234,121	241,840	242,740	242,740	8,619	3.68%
10 Police Department	9,556,187	9,556,187	10,182,404	10,102,774	10,102,774	546,587	5.72%
11 Animal Control	259,677	260,368	260,807	252,927	252,927	(6,750)	-2.60%
12 Public Works	5,541,854	5,536,854	6,922,835	5,879,687	5,982,989	441,135	7.96%
13 Parks and Recreation	1,011,321	1,021,821	1,064,864	1,026,947	1,026,947	15,626	1.55%
14 Town Engineer	396,557	382,280	418,355	415,855	415,855	19,298	4.87%
15 School Department	43,200,372	43,346,835	45,636,271	44,687,865	44,687,865	1,487,493	3.44%
16 Town Clerk	416,342	414,318	424,909	424,909	424,909	8,567	2.06%
17 Town Manager	505,385	505,245	589,558	589,558	589,558	84,173	16.66%
18 Town Hall	171,536	178,869	177,587	170,205	170,205	(1,332)	-0.78%
19 Human Services	10,825	10,825	10,825	10,825	10,825	0	0.00%
20 Emergency Management Agency	120,496	120,496	122,483	122,483	122,483	1,987	1.65%
21 Legislative and Policy	570,819	590,627	601,384	601,384	601,384	30,565	5.35%
22 Town-Aided Programs	63,850	63,850	64,100	64,100	64,100	250	0.39%
23 Board of Assessment Review	250	300	300	300	300	50	20.00%
23 Board of Canvassers	53,350	53,350	50,676	50,676	50,676	(2,674)	-5.01%
23 Conservation Commission	20,730	20,730	27,730	27,730	27,730	7,000	33.77%
23 Economic Development Commission	2,750	2,400	2,400	2,400	2,400	(350)	-12.73%
23 Land Trust Commission	11,200	11,200	11,200	11,200	11,200	-	0.00%
23 Planning Board	1,250	3,000	3,000	3,000	3,000	1,750	140.00%
29 Soil Erosion Committee	875	500	875	875	875	-	0.00%
30 Board of Affordable Housing	1,500	-	-	-	-	(1,500)	-100.00%
31 Zoning Board	8,500	8,500	8,500	8,500	8,500	-	0.00%
32 Other Boards & Commissions	6,000	6,000	6,000	6,000	6,000	-	0.00%
33 System-Wide Municipal Obligations	3,148,801	3,187,777	3,473,165	3,295,562	3,295,562	146,761	4.66%
34 Municipal Debt Service	4,717,388	4,717,388	5,508,389	5,508,389	5,508,389	791,001	16.77%
35 Municipal Capital Improvements	1,602,499	1,582,499	3,355,940	1,820,440	2,070,440	467,941	29.20%
<b>Total General Fund Expenditures</b>	<b>86,623,982</b>	<b>86,681,295</b>	<b>95,388,103</b>	<b>91,259,143</b>	<b>91,601,143</b>	<b>4,977,161</b>	<b>5.75%</b>
1 Smithfield Sewer Authority	4,079,711	3,988,711	4,013,668	4,022,142	4,022,142	(57,569)	-1.41%
2 Smithfield Water Supply Board	2,240,925	2,240,925	2,301,025	2,303,337	2,303,337	62,412	2.79%
3 Smithfield Ice Rink	778,192	691,158	989,541	989,541	989,541	211,349	27.16%
<b>Total Enterprise Fund Expenditures</b>	<b>7,098,827</b>	<b>6,920,794</b>	<b>7,304,233</b>	<b>7,315,020</b>	<b>7,315,020</b>	<b>216,192</b>	<b>3.05%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 93,722,809</b>	<b>\$ 93,602,089</b>	<b>102,692,337</b>	<b>\$ 98,574,163</b>	<b>\$ 98,916,163</b>	<b>5,193,353</b>	<b>5.54%</b>

**Town of Smithfield**  
**GENERAL FUND**  
**BALANCE SHEET**  
**FISCAL YEAR ENDED JUNE 30, 2023**

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**ASSETS**

Cash, Investments, and cash equivalents	\$ 20,474,910
Property taxes receivable	1,629,325
Due from other funds, entities and intergovernmental receivable	<u>12,871,351</u>
<b>TOTAL ASSETS</b>	<b><u><u>\$ 34,975,586</u></u></b>

**LIABILITIES, DEFERRED INFLOW, AND FUND BALANCE**

**Liabilities:**

Accounts payable and accrued expenses	\$ 3,112,659
Due to other funds and intergovernmental payable	16,934,299
Other Liabilities	<u>468,436</u>
<b>Total Liabilities</b>	<b><u><u>20,515,394</u></u></b>

**Deferred Inflow of Resources:**

Unavailable tax and fee revenue	701,318
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**Fund Balance:**

Non-spendable	889,340
Committed	5,939,625
Unassigned	<u>6,929,909</u>
<b>Total Fund Balance</b>	<b><u><u>13,758,874</u></u></b>

**TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES,  
AND FUND BALANCE**

**\$ 34,975,586**



**Town of Smithfield**  
**Summary of Debt Service to General Fund Expenditures**

**(Gross of Outside Revenue)**

Budget	Fiscal 2025	%	Fiscal 2024	%	\$ Change	%Change
Municipal Budget	\$ 41,404,889	45.2%	\$ 38,706,223	44.7%	\$ 2,698,666	6.97%
Debt Service	<u>1,284,942</u>	<u>1.4%</u>	<u>1,565,297</u>	<u>1.8%</u>	<u>(280,355)</u>	<u>-17.91%</u>
Total Municipal	\$ 42,689,831	46.6%	\$ 40,271,520	46.5%	\$ 2,418,311	6.01%
School Budget	\$ 44,687,865	48.8%	\$ 43,200,372	49.9%	\$ 1,487,493	3.44%
Debt Service	<u>4,223,447</u>	<u>4.6%</u>	<u>3,152,091</u>	<u>3.6%</u>	<u>1,071,356</u>	<u>33.99%</u>
Total School	\$ 48,911,312	53.4%	\$ 46,352,463	53.5%	\$ 2,558,849	5.52%
Operating Budget	\$ 86,092,754	94.0%	\$ 81,906,595	94.6%	\$ 4,186,159	5.11%
Debt Service	<u>5,508,389</u>	<u>6.0%</u>	<u>4,717,388</u>	<u>5.4%</u>	<u>791,001</u>	<u>16.77%</u>
Total Budget	\$ 91,601,143	100.0%	\$ 86,623,983	100.0%	\$ 4,977,160	5.75%

**Town of Smithfield**  
**Charter Amendment Balances**  
**Fiscal Year 2025**

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Unassigned Fund Balance June 30, 2023 \$ 6,929,909

	<u>Land Trust</u>	<u>Capital Reserve Fund</u>
Fund Balance as of June 30, 2023	\$ 608,878	\$ 1,241,153
Fiscal Year '24 Designated Contributions	-	-
Fund Balance Available	<u>608,878</u>	<u>1,241,153</u>
Fiscal Year 2024 Expenditures	<u>-</u>	<u>(400,000)</u>
Estimated Cash Balance June 30, 2024	\$ 608,878	\$ 841,153
Fiscal Year Proposed 2025 Expenditures	<u>-</u>	<u>(450,000)</u>
Estimated Fund Balance June 30, 2025	<u><u>\$ 608,878</u></u>	<u><u>\$ 391,153</u></u>

## Municipal Debt Service

### 7/1/2024 - 6/30/2025

	Payment Date	Principal	Interest	Total
<b>Town</b>				
\$4.355 GO 11/20 (Refunded 11A & 12B)	7/15/2024		1.029%	16,543
	1/15/2025	575,000	1.029%	16,543
				591,543
				608,087
\$2.050 GO 11/20 (Refunded 2011A)	7/15/2024		5.00%	34,725
	1/15/2025	205,000	5.00%	34,725
				239,725
				274,450
\$4.375 GO 12/15	11/15/2024		5.00%	72,563
	5/15/2025	300,000	5.00%	72,563
				372,563
				445,125
\$6.075 GO 9/16	9/1/2024	305,000	4.00%	51,753
	3/1/2025		4.00%	45,653
				45,653
				402,405
\$35.985 GO 9/21	11/15/2024		5.00%	626,000
	5/15/2025	1,270,000	5.00%	626,000
				1,896,000
				2,522,000
\$6.618 RIIB 12/22	9/1/2024	1,100,000	2.09%	84,733
	3/1/2025		2.09%	71,588
				71,588
				1,256,322
<b>Total Debt Service</b>		<b>\$ 3,755,000</b>	<b>\$ 1,753,389</b>	<b>\$ 5,508,389</b>
<b>Sewer *</b>				
\$560K RI Clean Water Finance Bonds	9/1/2024	37,007	1.03%	293
				37,300
				37,300
\$4.0 RI Clean Water Finance Bonds	9/1/2024	191,700	2.25%	28,947
	3/1/2025		2.25%	26,312
				26,312
				246,959
\$3.37 RI Clean Water Finance Bonds	9/1/2024	168,450	2.00%	24,206
	3/1/2025		2.00%	22,101
				22,101
				214,757
<b>Total Sewer Debt Service</b>		<b>\$ 397,157</b>	<b>\$ 101,859</b>	<b>\$ 499,016</b>
* Sewer Bonds are budgeted in Sewer Fund				
<b>Water *</b>				
\$3.00 Water System Revenue Bonds	9/1/2024	107,783	2.21%	41,839
	3/1/2025		2.21%	40,486
				40,486
				190,109
<b>Total Water Debt Service</b>		<b>\$ 107,783</b>	<b>\$ 82,325</b>	<b>\$ 190,109</b>
* Water Bonds are budgeted in Water Fund				
<b>Total Municipal Debt Service</b>		<b>\$ 4,259,940</b>	<b>\$ 1,937,573</b>	<b>\$ 6,197,513</b>

**Recommended Motion:**

That the Smithfield Town Council hereby adopts amendments to the Code of Ordinances, Chapter 11 entitled “Boards and Commissions sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

# **Chapter 11 of the Town of Smithfield Code entitled “Boards and Commissions is hereby amended by adding thereto Chapter 11-1.5 entitled “Code of Ethics”**

## **Section 1.**

### **11-1.5.1 Legislative Purpose.**

Pursuant to Section 12.03 of the Town Charter, the Town Council has determined that it is in the public interest to enact and impose a Code of Ethics to supplement the Rhode Island Code of Ethics for the purpose of enhancing ethical standards for all municipal elected and appointed officials.

The Town Council has determined that all its public officials shall adhere to the highest standards of ethical conduct, respect the public trust and the rights of all persons, be open, accountable, and responsive, avoid the appearance of impropriety and not use their position for private gain or advantage. It is the intent of this chapter that all public officials in the Town shall be fully subject to the provisions of the Rhode Island Code of Ethics.

## **Section 2.**

### **11-1.5.2. Prohibited Activities**

#### **A. Prohibited Activities by Town Officials**

- (1) Nepotism prohibited. No elected or appointed official serving the Town shall use his or her office to benefit himself/herself or any business associate or any person within his or her family in any way prohibited in the Rhode Island Code of Ethics. Persons within the family shall include a spouse or any person who is related to an official, whether by blood, adoption, or marriage, as any of the following: father, mother, son, daughter, uncle, aunt, cousin, nephew, niece, grandmother, grandson, granddaughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
- (2) 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.
- (3) 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.

- (4) 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.
- (5) 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.
- (6) 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.

Section 3. This ordinance shall take effect thirty (30) days after its adoption.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK

**AMENDMENT PROPOSED BY COUNCIL VICE PRESIDENT MICHAEL IANNOTTI:**

**A New Chapter 29 11 of the Town of Smithfield Code entitled “Boards and Commissions is hereby amended by adding thereto Chapter 11-1.5 entitled “Code of Ethics” is added**

**Section 1.**

**~~11-1.5.1~~ Legislative Purpose.**

Pursuant to Section 12.03 of the Town Charter, the Town Council has determined that it is in the public interest to enact and impose a Code of Ethics to supplement the Rhode Island Code of Ethics for the purpose of enhancing ethical standards for all municipal elected and appointed officials.

The Town Council has determined that all its public officials shall adhere to the highest standards of ethical conduct, respect the public trust and the rights of all persons, be open, accountable, and responsive, avoid the appearance of impropriety and not use their position for private gain or advantage. It is the intent of this chapter that all public officials in the Town shall be fully subject to the provisions of the Rhode Island Code of Ethics.

**Section 2.**

**~~11-1.5.2~~ Prohibited Activities**

**A. Prohibited Activities by Town Officials**

(1) Nepotism prohibited. No elected or appointed official serving the Town shall use his or her office to benefit himself/herself or any business associate or any person within his or her family in any way prohibited in the Rhode Island Code of Ethics. Persons within the family shall include a spouse or any person who is related to an official, whether by blood, adoption, or marriage, as any of the following: father, mother, son, daughter, uncle, aunt, cousin, nephew, niece, grandmother, grandson, granddaughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

~~(2) 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.~~

- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

Section 3. This ordinance shall take effect thirty (30) days after its adoption.





# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

## MEMORANDUM

**DATE:** June 7, 2024

**TO:** Smithfield Town Council

**FROM:** Michael Phillips, Town Planner

**RE:** Proposed Amendments to the Zoning Ordinance

Attached are Zoning Ordinance amendments to Article 2-*Definitions*. The amendments are proposed to bring the ordinance into compliance with the land use enabling acts that became effective on January 1<sup>st</sup> of this year. The amendments were drafted by Ashley Sweet of Weston & Sampson and, were reviewed and recommended for adoption by the Planning Board during a number of workshop sessions in the past few months. The Town Council reviewed these amendments at an April 29<sup>th</sup> Workshop.

**Recommended Motion:** That the Smithfield Town Council adopt the proposed amendments to Article 2 *Definitions*, as proposed and as recommended by the Planning Board.

**Attachments:**  
Proposed Amendments  
Public Notice

**AN ORDINANCE AMENDING VARIOUS ARTICLES AND SECTIONS OF THE  
SMITHFIELD ZONING ORDINANCE TO COMPLY WITH CHANGES MADE TO THE  
LAND USE ENABLING ACTS OF THE STATE OF RHODE ISLAND**

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

**Section 1. Article 2 Definitions Town of Smithfield Zoning Ordinance are hereby amended by adding/amending the following definitions:**

ARTICLE 2 DEFINITIONS

Section 2.2 Specific Definitions

1. Abutter
2. Accessory Dwelling Unit (ADU)
3. Accessory Use of Structure
4. ~~Adult Entertainment~~ Adaptive Reuse

The conversion of an existing structure from the use for which it was constructed to a new use by maintaining the elements of the structure and adapting such elements to a new use.

...

4849. Development

4950. Development Plan Review

~~The process whereby the Planning Board is authorized to review the site plans, maps and other documentation of a development to determine the compliance with the stated purposes and standards of this Ordinance.~~ Development plan review. Design or site plan review of a development of a permitted use. A municipality may utilize development plan review under limited circumstances to encourage development to comply with design and/or performance standards of the community under specific and objective guidelines, for developments including, but not limited to:

- A. A change in use at the property where no extensive construction of improvements is sought;
- B. An adaptive reuse project located in a commercial zone where no extensive exterior construction of improvements is sought;
- C. An adaptive reuse project located in a residential zone which results in less than nine (9) residential units;
- D. Development in a designated urban or growth center;
- E. Institutional development design review for educational or hospital facilities; or
- F. Development in a historic district.

...

8889. Land Development Project

Land Development Project. A project in which one (1) or more lots, tracts, or parcels of land or a portion thereof, are ~~to be~~ developed or redeveloped as a coordinated site for ~~a complex of one or~~

more uses, units, or structures, including, but not limited to: planned development or cluster development, and/or conservation development for residential, commercial, industrial, institutional, recreational, open space, and/or mixed uses as provided for in this Ordinance.

...

457158. Variance: Permission to depart from the literal requirements of this Ordinance. An authorization for the construction or maintenance of a building or structure, or for the establishment or maintenance of a building or structure, or for the establishment or maintenance of a use of land, which is prohibited by this Ordinance. There shall be only two (2) categories of variance, a use variance or a dimensional variance:

- A. Use Variance: Permission to depart from the use requirements of this Ordinance where the applicant for the requested variance has shown by evidence upon the record that the subject land or structure cannot yield any beneficial use if it is to conform to the provisions of this Ordinance;
- B. Dimensional Variance: Permission to depart from the dimensional requirements of this Ordinance, ~~where the applicant for the requested relief has shown, by evidence upon the record, that there is no other reasonable alternative way to enjoy a legally permitted beneficial use of the subject property unless granted the requested relief from the dimensional regulations. However, the fact that a use may be more profitable or that a structure may be more valuable after the relief is granted shall not be grounds for relief, although it may be an incidental result of the relief.~~ under the applicable standards set forth in R.I.G.L. § 45-24-41.

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK



# TOWN OF SMITHFIELD, RHODE ISLAND

## PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, June 18, 2024 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: the amendments are being proposed to numerous sections of the Zoning Ordinance to comply with changes made to the land use enabling acts that went into effect on January 1, 2024.

The amendments involve changes to the following articles and sections of the ordinance including: Article 2 Definitions, 4. *Adaptive Reuse*, 50. *Development Plan Review*, 89. *Land Development Project and 158. Variance* ; Article 3 *Nonconformance*, 3.4 *Nonconforming By Dimension and 3.7 Existence By Variance Or Special Use Permit and 3.11 Land Nonconforming By Area, E. Merger Prohibited For Certain Lots*; Article 4 *Use Regulations*, (New Section) 4.7 *Adaptive Reuse Projects* with subsections A-G; Article 6 –*Supplementary Regulations* (New Subsections) 6.11 *Land Development Projects*, 6.12 *Unified Development Review and 6.13 Development Plan Review*; and, Article 10 *Administration, Enforcement And Relief*, 10.13 *Modifications Granted by the Official*.

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

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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

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Please publish as a display ad in the May 30<sup>nd</sup>, June 6<sup>th</sup> and June 13<sup>th</sup> editions of the Valley Breeze using type size at least as large as the normal type size used in news articles.



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

## MEMORANDUM

**DATE:** June 7, 2024

**TO:** Smithfield Town Council

**FROM:** Michael Phillips, Town Planner

**RE:** Proposed Amendments to the Zoning Ordinance

Attached are a proposed Zoning Ordinance amendments to Article 3-*Nonconformance*. The amendments are proposed to bring the ordinance into compliance with the land use enabling acts that became effective on January 1<sup>st</sup> of this year. The amendments were drafted by Ashley Sweet of Weston & Sampson and, were reviewed and recommended for adoption by the Planning Board during a number of workshop sessions in the past few months. The Town Council reviewed these amendments at an April 29<sup>th</sup> Workshop.

**Recommended Motion:** That the Smithfield Town Council adopt the proposed amendments to Article 3 *Nonconformance*, as proposed and as recommended by the Planning Board.

**Attachments:**  
Proposed Amendments  
Public Notice

**AN ORDINANCE AMENDING VARIOUS ARTICLES AND SECTIONS OF THE  
SMITHFIELD ZONING ORDINANCE TO COMPLY WITH CHANGES MADE TO THE  
LAND USE ENABLING ACTS OF THE STATE OF RHODE ISLAND**

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

**Section 1. Article 3 Nonconformance is hereby amended by amended as follows:**

ARTICLE 3 NONCONFORMANCE

3.4 Nonconforming By Dimension (Substandard Lots Of Record)

A lawfully established building, structure, or parcel of land not in compliance with the dimensional ... frontage, (also known as a substandard lot of record) is also nonconforming by dimension.

Notwithstanding the failure of a single substandard lot of record or contiguous lots of record to meet the dimensional and /or quantitative requirements of this zoning ordinance, and/or road frontage or other access requirements applicable to the district as stated in the ordinance, a substandard lot of record shall not be required to seek any zoning relief based solely on the failure to meet minimum lot size requirements of the district in which such lot is located. The setback, frontage, and/or lot width requirements for a structure under this section shall be reduced and the maximum building coverage requirements shall be increased by the same proportion as the lot area of the substandard lot is to the minimum lot area requirement of the zoning district in which the lot is located. All proposals exceeding such reduced requirement shall proceed with a modification request under Section 10.3 or a dimensional variance request under Section 10.8, whichever is applicable.

3.7 EXISTENCE BY VARIANCE OR SPECIAL USE PERMIT

A nonconforming building, structure, sign, or parcel of land or the use thereof, which exists by virtue of a variance or a special use permit granted by the ~~Board~~ permitting authority, shall not be considered a nonconformance for the purposes of this Article, and shall not acquire the rights of this Article. Rather, such building, structure, sign, parcel of land, or use thereof, shall be considered a use by variance or a use by special use permit and any moving, addition, enlargement, expansion, intensification or change of such building, structure, sign, parcel of land or use thereof, to any use other than a permitted use or other than in complete conformance with this Ordinance, shall require a further variance or special use permit from the ~~Board~~ permitting authority.

3.11 Land Nonconforming by Area

**E. Merger Prohibited for Certain Lots**

The merger of lots shall not be required, in any zoning district, when the substandard lot of record has an area equal to or greater than the area of fifty percent (50%) of the lots within two hundred (200) feet of the subject lot, as confirmed by the zoning enforcement officer through the submission of a Compilation Survey stamped and signed by a Rhode Island Registered Land Surveyor.

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

**APPROVED AS TO FORM AND LEGAILITY:**

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK



# TOWN OF SMITHFIELD, RHODE ISLAND

## PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, June 18, 2024 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: the amendments are being proposed to numerous sections of the Zoning Ordinance to comply with changes made to the land use enabling acts that went into effect on January 1, 2024.

The amendments involve changes to the following articles and sections of the ordinance including: Article 2 Definitions, 4. *Adaptive Reuse*, 50. *Development Plan Review*, 89. *Land Development Project and 158. Variance* ; Article 3 *Nonconformance*, 3.4 *Nonconforming By Dimension and 3.7 Existence By Variance Or Special Use Permit and 3.11 Land Nonconforming By Area, E. Merger Prohibited For Certain Lots*; Article 4 *Use Regulations*, (New Section) 4.7 *Adaptive Reuse Projects* with subsections A-G; Article 6 –*Supplementary Regulations* (New Subsections) 6.11 *Land Development Projects*, 6.12 *Unified Development Review and 6.13 Development Plan Review*; and, Article 10 *Administration, Enforcement And Relief*, 10.13 *Modifications Granted by the Official*.

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

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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

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# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

## MEMORANDUM

**DATE:** June 7, 2024  
**TO:** Smithfield Town Council  
**FROM:** Michael Phillips, Town Planner  
**RE:** Proposed Amendments to the Zoning Ordinance

Attached is a proposed amendment to Article 4 – *Use Regulations* which adds a new section to the Zoning Ordinance entitled “*Adaptive Reuse Projects*”. The amendment is proposed to bring the ordinance into compliance with the land use enabling acts that became effective on January 1<sup>st</sup> of this year. The amendment was drafted by Ashley Sweet of Weston & Sampson and, were reviewed and recommended for adoption by the Planning Board during a number of workshop sessions in the past few months. The Town Council reviewed these amendments at an April 29<sup>th</sup> Workshop.

**Recommended Motion:** That the Smithfield Town Council adopt the proposed amendment to Article 4 – *Use Regulations* by adding a new section entitled “*Adaptive Reuse Projects*”, as proposed and as recommended by the Planning Board.

**Attachments:**  
Proposed Amendments  
Public Notice

**AN ORDINANCE AMENDING VARIOUS ARTICLES AND SECTIONS OF THE  
SMITHFIELD ZONING ORDINANCE TO COMPLY WITH CHANGES MADE TO THE  
LAND USE ENABLING ACTS OF THE STATE OF RHODE ISLAND**

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

**Section 1. Article 4 Use Regulations is hereby amended by adding the following new section entitled “Adaptive Reuse Projects”:**

**ARTICLE 4 USE REGULATIONS**

**Section 4.7 Adaptive Reuse Projects**

**A. Permitted Use. Adaptive reuse for the conversion of any commercial building, including offices, schools, religious facilities, medical buildings, and malls into residential units or mixed-use developments is a permitted use, under the criteria described below under Eligibility.**

**B. Eligibility.**

- 1. Adaptive reuse development must include at least 50% of existing gross floor area developed into residential units.**
- 2. There are no environmental land use restrictions recorded on the property preventing the conversion to residential use by RIDEM or the US EPA.**

**C. Density.**

- 1. For projects that meet the following criteria, the residential density shall be no less than fifteen (15) dwelling units per acre:**
  - a) Where the project is limited to the existing footprint, except that the footprint is allowed to be expanded to accommodate upgrades related to the building fire code, and utility requirements.**
  - b) The development includes at least twenty percent (20%) low- and moderate-income housing.**
  - c) The development has access to public sewer and water service or has access to adequate private water, such as well and/or wastewater treatment systems approved by the relevant state agency for the entire development as applicable.**
- 2. For all other adaptive reuse projects, the residential density permitted in the converted structure shall be the maximum allowed that otherwise meets all standards of minimum housing and has access to public sewer and water services or has access to adequate private water, such as well and wastewater treatment systems approved by the relevant state agency for the entire development, as applicable.**

3. The density proposed for any adaptive reuse project shall be determined to meet all public health and safety standards.

D. Dimensional requirements.

1. Notwithstanding any other provisions of this section, existing building setbacks shall remain and are considered legal nonconforming.
2. No additional encroachments shall be permitted into any nonconforming setback unless relief is granted by the permitting authority.
3. Notwithstanding other provisions of this section, the height of the structure shall be considered legal nonconforming if it exceeds the maximum height of the zoning district in which the structure is located.
  - a) Any rooftop construction necessary for building or fire code compliance, or utility infrastructure is included in the height exemption.

E. Parking requirements.

1. Adaptive reuse developments shall provide one parking space per dwelling unit. The applicant may propose additional parking in excess of one space per dwelling unit.
2. The number of parking spaces required, as defined in Article 7, shall apply for uses other than residential.

F. Performance Standards

1. The performance standards set forth in Article 6.3 shall apply to all adaptive reuse projects.

G. Allowed uses within an adaptive reuse project.

1. Residential dwelling units are a permitted use in an adaptive reuse project regardless of the zoning district in which the structure is located, in accordance with the provisions of this section.

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

**AMENDMENT PROPOSED BY COUNCIL VICE PRESIDENT MICHAEL IANNOTTI:**

**H. No project under this section shall be approved without a written certification form the Fire Chief that said project meets the requirements necessary to ensure the health and safety of the residents that will reside therein. The Applicant shall be responsible for obtaining said certification.**

# TOWN OF SMITHFIELD, RHODE ISLAND

## PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, June 18, 2024 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: the amendments are being proposed to numerous sections of the Zoning Ordinance to comply with changes made to the land use enabling acts that went into effect on January 1, 2024.

The amendments involve changes to the following articles and sections of the ordinance including: Article 2 Definitions, 4. *Adaptive Reuse*, 50. *Development Plan Review*, 89. *Land Development Project and 158. Variance* ; Article 3 *Nonconformance*, 3.4 *Nonconforming By Dimension and 3.7 Existence By Variance Or Special Use Permit and 3.11 Land Nonconforming By Area, E. Merger Prohibited For Certain Lots*; Article 4 *Use Regulations*, (New Section) 4.7 *Adaptive Reuse Projects* with subsections A-G; Article 6 –*Supplementary Regulations* (New Subsections) 6.11 *Land Development Projects*, 6.12 *Unified Development Review and 6.13 Development Plan Review*; and, Article 10 *Administration, Enforcement And Relief*, 10.13 *Modifications Granted by the Official*.

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

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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

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# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

## MEMORANDUM

**DATE:** June 7, 2024

**TO:** Smithfield Town Council

**FROM:** Michael Phillips, Town Planner

**RE:** Proposed Amendments to the Zoning Ordinance

Attached are proposed amendments that add three new sections to Article 6 - *Supplementary Regulations* of the Zoning Ordinance. The amendments are proposed to bring the ordinance into compliance with the land use enabling acts that became effective on January 1<sup>st</sup> of this year. The amendments were drafted by Ashley Sweet of Weston & Sampson and, were reviewed and recommended for adoption by the Planning Board during a number of workshop sessions in the past few months. The Town Council reviewed these amendments at an April 29<sup>th</sup> Workshop.

**Recommended Motion:** That the Smithfield Town Council adopt the proposed amendments to Article 6- *Supplementary Regulations*, as proposed and as recommended by the Planning Board.

**Attachments:**  
Proposed Amendments  
Public Notice

**AN ORDINANCE AMENDING VARIOUS ARTICLES AND SECTIONS OF THE  
SMITHFIELD ZONING ORDINANCE TO COMPLY WITH CHANGES MADE TO THE  
LAND USE ENABLING ACTS OF THE STATE OF RHODE ISLAND**

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

**Section 1. Article 6 Supplementary Regulations is hereby amended by adding three (3) new sections entitled: 6.11 Land Development Projects, 6.12 Unified Development Review and 6.13 Development Plan Review.**

**ARTICLE 6 - SUPPLEMENTARY REGULATIONS**

**6.11 Land development projects.**

- A. Land development projects shall be reviewed in accordance with the procedures established in the Land Development and Subdivision Regulations, pursuant to R.I.G.L. §45-23.**
- B. No land development project shall be initiated until a plan of the project has been submitted and approval has been granted by the authorized permitting authority, as determined in Land Development and Subdivision Regulations.**
- C. The permitting authority is empowered to apply any special conditions and stipulations to the approval that may, in the opinion of the authorized permitting authority, be required to maintain harmony with neighboring uses and promote the objectives and purposes of the comprehensive plan and zoning ordinance.**

**6.12 Unified Development Review**

- A. Unified development review established. There shall be unified development review for the issuance of variances and special use permits for properties undergoing review by development plan review and/or land development or subdivision review.**
- B. Public hearing. All land development and subdivision applications, and development plan review applications that include requests for variances and/or special-use permits submitted pursuant to this section, shall require a public hearing that meets the requirements of Section 10.8.B.**
- C. In granting requests for dimensional and use variances, the Planning Board shall be bound to the requirements of Section 10.8.C.1 relative to entering evidence into the record in satisfaction of the applicable standards and may impose conditions as stated in Section 10.8.C.3.**
- D. In reviewing requests for special use permits the Planning Board shall be bound to the conditions and procedures under which a special use permit may be issued and the criteria for the issuance of such permits, as found within the zoning ordinance Section 10.8.C.2, and shall be required to**



provide for the recording of findings of fact and written decisions as described in the zoning ordinance pursuant to Section 10.8.C and may impose conditions as stated in Section 10.8.C.3.

E. Appeals. An appeal from any decision made pursuant to this section may be taken pursuant to Section.

**6.13 Development Plan Review**

A. Development plan review established. There shall be development plan review for uses that are permitted by right under the zoning ordinance.

B. Permitting authority. The permitting authority shall be as determined in the Land Development and Subdivision Regulations.

C. Specific and objective guidelines. Design of all projects shall be consistent with the provisions of the Land Development and Subdivision Regulations.

D. Waivers. The authorized permitting authority may grant waivers of design standards as set forth in the regulations.

E. Appeal. A rejection of the decision shall be an appealable decision pursuant to Section 10.13.

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

**APPROVED AS TO FORM AND LEGAILITY:**

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK

# TOWN OF SMITHFIELD, RHODE ISLAND

## PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, June 18, 2024 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: the amendments are being proposed to numerous sections of the Zoning Ordinance to comply with changes made to the land use enabling acts that went into effect on January 1, 2024.

The amendments involve changes to the following articles and sections of the ordinance including: Article 2 Definitions, 4. *Adaptive Reuse*, 50. *Development Plan Review*, 89. *Land Development Project and 158. Variance* ; Article 3 *Nonconformance*, 3.4 *Nonconforming By Dimension and 3.7 Existence By Variance Or Special Use Permit and 3.11 Land Nonconforming By Area, E. Merger Prohibited For Certain Lots*; Article 4 *Use Regulations*, (New Section) 4.7 *Adaptive Reuse Projects* with subsections A-G; Article 6 –*Supplementary Regulations* (New Subsections) 6.11 *Land Development Projects*, 6.12 *Unified Development Review and 6.13 Development Plan Review*; and, Article 10 *Administration, Enforcement And Relief*, 10.13 *Modifications Granted by the Official*.

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

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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

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Please publish as a display ad in the May 30<sup>nd</sup>, June 6<sup>th</sup> and June 13<sup>th</sup> editions of the Valley Breeze using type size at least as large as the normal type size used in news articles.



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

## MEMORANDUM

**DATE:** June 7, 2024  
**TO:** Smithfield Town Council  
**FROM:** Michael Phillips, Town Planner  
**RE:** Proposed Amendments to the Zoning Ordinance

Attached are proposed amendments to *Article 10 - Administration, Enforcement and Relief* of the Zoning Ordinance. The amendments are proposed to bring the zoning ordinance into compliance with the land use enabling acts that became effective on January 1<sup>st</sup> of this year. The amendments were drafted by Ashley Sweet of Weston & Sampson and, were reviewed and recommended for adoption by the Planning Board during a number of workshop sessions in the past few months. The Town Council reviewed these amendments at an April 29<sup>th</sup> Workshop.

**Recommended Motion:** That the Smithfield Town Council adopt the proposed amendments to Article 10 *Administration, Enforcement and Relief*, as proposed and as recommended by the Planning Board.

Attachments:  
Proposed Amendments  
Public Hearing Notice

**AN ORDINANCE AMENDING VARIOUS ARTICLES AND SECTIONS OF THE  
SMITHFIELD ZONING ORDINANCE TO COMPLY WITH CHANGES MADE TO THE  
LAND USE ENABLING ACTS OF THE STATE OF RHODE ISLAND**

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

**Section 1. Article 10 Administration, Enforcement and Relief is hereby amended as follows:**

ARTICLE 10 ADMINISTRATION, ENFORCEMENT AND RELIEF

10.3 MODIFICATIONS GRANTED BY THE OFFICIAL

The Official is hereby empowered to hear and grant Modifications. Submission requirements for Applications for such Modifications shall be the same as those for a Dimensional Variance Application, provided that references to the Zoning Board shall refer to the Official.

- A. ~~A Modification may be requested for adjustments or deviations not exceeding 25% of any of the requirements of Table I, "Dimensional Regulations" in §5.4 or quantitative or dimensional requirements of parking, signs, landscaping, and other similar requirements of this Ordinance, but excluding the moving of lot lines, lot area, and density~~ the literal dimensional requirements of this ordinance. This does not permit the moving of lot lines.
- B. Within ten (10) days of receipt of a request for a Modification, the Official shall make a decision as to the suitability of the requested Modification based on the following determinations:
  - 1. The Modification requested is reasonably necessary for the full enjoyment of the permitted use;
  - 2. If the Modification is granted, neighboring property will neither be substantially injured nor its appropriate use substantially impaired;
  - 3. ~~The Modification requested is in harmony with the purposes and intent of the Comprehensive Plan and this Zoning Ordinance~~ The Modification requested does not violate any rules or regulations with respect to a freshwater or coastal wetland; and
  - 4. The Modification requested does not require a Variance of a flood hazard requirement.
- ~~C.~~ Upon an affirmative determination on the Modification, in the case of a modification of five percent (5%) or less, the Official shall have the authority to issue a permit approving the modification, without any public notice requirements. In the case of a modification of greater than five percent (5%), the Official shall notify, by first class mail, all property owners abutting the property which is the subject of the modification request and shall indicate the street address of the subject property in the notice, and shall publish in a newspaper of local circulation within the town give notice in the same

~~manner as would be given for a Variance Application, pursuant to §10.8(B), that the Modification will be granted unless written objection is received within thirty fourteen (3014) days of the public notice, and inviting the public to inspect the plans and Application during normal working hours. If any written objection is received within thirty fourteen (3014) days, the request for a Modification shall be ~~denied~~ scheduled for the next available hearing before the Zoning Board on application for a dimensional variance following the standard procedures for such variances, including notice requirements provided in Section 10.8.B . In such case, the changes requested will be considered a request for a Dimensional Variance and may only be issued by the Zoning Board following the standard procedures for Variances.~~

- D. If no written objections are received within thirty fourteen (3014) days, the Official shall grant the Modification. The Official may apply such special conditions to the Permit as may, in the opinion of the Official, be required to conform to the intent and purposes of the Zoning Ordinance. The Official shall keep public records of all requests for Modifications, and of findings, determinations, special conditions, and any objections received. If the Official grants the Modification, the written decision thereof shall be recorded in the Land Evidence Records of the Town.
- E. ~~If the Official denies the Modification, or if the applicant is aggrieved by some part of the Official's decision, there is no right of appeal. Rather, the changes requested will be considered a request for a Dimensional Variance and may only be granted by the Zoning Board following the standard procedures for Dimensional Variances~~ Cost of any notice required under this section shall be borne by the applicant requesting the modification.

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

**APPROVED AS TO FORM AND LEGAILITY:**

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK

# TOWN OF SMITHFIELD, RHODE ISLAND

## PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Smithfield Town Council will hold a Public Hearing at the Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI on **Tuesday, June 18, 2024 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Articles and Section(s) of the Smithfield Zoning Ordinance:

Summary of Amendments: the amendments are being proposed to numerous sections of the Zoning Ordinance to comply with changes made to the land use enabling acts that went into effect on January 1, 2024.

The amendments involve changes to the following articles and sections of the ordinance including: Article 2 Definitions, 4. *Adaptive Reuse*, 50. *Development Plan Review*, 89. *Land Development Project and 158. Variance* ; Article 3 *Nonconformance*, 3.4 *Nonconforming By Dimension and 3.7 Existence By Variance Or Special Use Permit and 3.11 Land Nonconforming By Area, E. Merger Prohibited For Certain Lots*; Article 4 *Use Regulations*, (New Section) 4.7 *Adaptive Reuse Projects* with subsections A-G; Article 6 –*Supplementary Regulations* (New Subsections) 6.11 *Land Development Projects*, 6.12 *Unified Development Review and 6.13 Development Plan Review*; and, Article 10 *Administration, Enforcement And Relief*, 10.13 *Modifications Granted by the Official*.

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

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

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

BY ORDER OF THE TOWN COUNCIL.

T. Michael Lawton, President

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Please publish as a display ad in the May 30<sup>nd</sup>, June 6<sup>th</sup> and June 13<sup>th</sup> editions of the Valley Breeze using type size at least as large as the normal type size used in news articles.



# Memorandum

**DATE:** June 12, 2024

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Transfer of a Class B-Victualler License from Douglas Eatery, LLC, d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe” to Thai Cafe, LLC d/b/a “Thai Cafe” for the June 18<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Conduct a Public Hearing to consider approving the transfer of a Class B-Victualler Liquor License from Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe”, located at 55 Douglas Pike , Suite 104, to Thai Cafe , LLC d/b/a “Thai Cafe”, same location, to include Outdoor Seating/Bar Service with the hours of operation to be Monday through Sunday 6:00 a.m. to 1:00 a.m., subject to compliance with all State regulations, local ordinances, a Certificate of Occupancy and final approval from the RI Department of Health.

## **TOWN REVENUE:**

Fee for a Class B-Victualler Liquor License is \$600.00 per year, however in the event of a transfer there is no fee

## **SUPPORTING DOCUMENTS:**

Copy of application  
Copy of BCI – No Record  
Copy of TIP Cards  
Notice of Public Hearing that appeared in the Valley Breeze on the following dates: May 30, 2024 and June 6, 2024  
Certificate of Good Standing  
Retail Sales Permit

**RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the transfer of a Class B-Victualler License from Douglas Eatery, LLC d/b/a “Twin River Pizzeria, Crazy Wings, Thai Cafe” to Thai Cafe, LLC d/b/a “Thai Cafe”, as applied, subject to compliance with all State regulations, local ordinances, a Certificate of Occupancy and final approval from the RI Department of Health.



TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: \$600.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 04-10-2024

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

License Application Status:

~~NEW~~

RENEWAL

TRANSFER

Name of Applicant: SENGKHAM GEE DUANGPANYA

Date of Birth: 01-08-1977

Resident Address: 2 AVERY LANE  
STERLING MA 01564

Business Address: 55 Douglas Pike Suite 104  
Smithfield, RI 02917

Map:

Lot:

Corporation Name: THAI CAFE LLC

Resident Telephone: 978-265-5595

Business Telephone: 401-349-0750

Operating Under  
Trade Name of: THAI CAFE

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

Describe Operation of Business: Thai full service restaurant

Required to fill requested  
Hours of Operation:

11:00 AM - 10:00 PM

Signature of Applicant: X [Signature]

Title: X OWNER

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Sengkham Duangpanya

Address: 2 Avery Lane Sterling MA

Telephone: 978-265-5595

Name: Jessie Tacavone

Address: 8 West Farm Smithfield

Telephone: 401-575-8377

Police Chief: X [Signature]

For Official Use Only

Fire Chief: X [Signature]

Building Official: X

Owner of Premises: X [Signature]

RI Dept. of Health: \_\_\_\_\_

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

( ) Approved ( ) Denied

License# \_\_\_\_\_

Date Issued: \_\_\_\_\_

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

No Disqualifying  
 Record  
  
 Chief of Police

**POLICE CLEARANCE REPORT FOR  
 LICENSE APPLICATION**

DATE: 04-10-2024

1. NAME OF CANDIDATE: (PRINT)

DUANGPANYA                      SENGKHAM                      GOO  
 LAST                                      FIRST                                      MIDDLE

Phrachansiri  
 MAIDEN NAME

01-08-1977

2. DATE OF BIRTH  
2 AVERY LANE Sterling MA

4. CURRENT ADDRESS  
Full service restaurant

6. TYPE OF BUSINESS  
NO

8. IS BUSINESS INCORPORATED

Sengkham Duangpanya  
401-349-0750

9. BUSINESS PHONE

LAOS

3. PLACE OF BIRTH  
Thai Cafe

5. NAME OF BUSINESS  
55 Douglas Pike

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

~~Thaisin Thaisin~~  
978-265-5595

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>10/2009</u>	<u>Present</u>	<u>2 AVERY Lane</u>	<u>Sterling MA 0568</u>

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

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

13. List below two (2) character references

- |                               |                                    |                     |
|-------------------------------|------------------------------------|---------------------|
| 1. <u>Jessie Jacavone</u>     | <u>8 West Farm Road Smithfield</u> | <u>401-575-8377</u> |
| NAME                          | ADDRESS                            | PHONE               |
| 2. <u>Phonaxay Duangpanya</u> | <u>2 Avery Lane Sterling MA</u>    | <u>401-523-3700</u> |
| NAME                          | ADDRESS                            | PHONE               |

CANDIDATE'S SIGNATURE: [Signature]      Witness: \_\_\_\_\_

**CERTIFIED**



**On Premise**

**Issued: 9/21/2022**

**ID#: 5825039**

**Expires: 9/9/2025**

**CHRISTOPHER R SEIDER  
1395 Atwood Ave Ste 208  
Johnston, RI 02912-0001**

**For service visit us online at [www.gettips.com](http://www.gettips.com)  
TIPS Trainer: Rae Desrosiers, 59028**

OWN

**TOWN OF SMITHFIELD  
INTOXICATING BEVERAGE LICENSE**

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

**TRANSFER OF A CLASS B-VICTUALLER BEVERAGE LICENSE  
(To Include Outdoor Seating and Bar Service)**

**Douglas Eatery, LLC d/b/a "Twin River Pizzeria, Crazy Wings, Thai Cafe",  
55 Douglas Pike, Suite 104**

**TO: Thai Cafe, LLC d/b/a "Thai Cafe"**  
same location in the Town of Smithfield

The above named application will be in order for a hearing of the Town Council on June 18, 2024, at 7:00 p.m., Smithfield Town Hall, Council Chambers, 64 Farnum Pike at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight hours prior to the meeting.

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

**TOWN OF SMITHFIELD  
INTOXICATING BEVERAGE LICENSE**

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**TRANSFER OF A CLASS B-VICTUALLER BEVERAGE LICENSE  
(To Include Outdoor Seating and Bar Service)**

**Douglas Eatery, LLC d/b/a "Twin River Pizzeria, Crazy Wings, Thai Cafe",  
55 Douglas Pike, Suite 104  
TO: Thai Cafe, LLC d/b/a "Thai Cafe"  
same location in the Town of Smithfield**

The above named application will be in order for a hearing of the Town Council on June 18, 2024, at 7:00 p.m., Smithfield Town Hall, Council Chambers, 64 Farnum Pike at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight hours prior to the meeting.

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



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



Notice ID: 10017434847  
Case ID: 21827937  
Taxpayer ID: 465618095

# LIQUOR LICENSE CERTIFICATE OF GOOD STANDING

For the purpose of:

## LIQUOR LICENSE MAJOR SALE OR TRANSFER

It appears from our records that **DOUGLAS EATERY**, located at **55 DOUGLAS PIKE** and operating under Rhode Island sales tax permit number **2-0329-3784**, has filed all the required returns due for this Certificate of Good Standing and paid all known tax liabilities as of this date. **DOUGLAS EATERY** is in good standing with the Rhode Island Division of Taxation (Division) as of **06/04/2024**. This Certificate of Good Standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

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

NEENA S. SAVAGE  
TAX ADMINISTRATOR

IAN BEAUREGARD, Supervising Revenue Officer  
Compliance and Collections



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

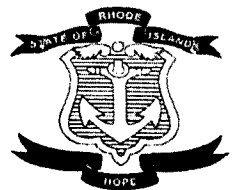


Phone: (401) 574-8955  
 TTY Via 711  
 Fax: (401) 574-8914  
 Email: Tax.Excise@tax.ri.gov

THAI CAFE, LLC. THAI CAFE  
 2 AVERY LN  
 STERLING, MA 01564-2238

State of Rhode Island  
 DIVISION OF TAXATION

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



ID: 2-6044-8120

ISSUED TO:  
 THAI CAFE, LLC. THAI CAFE  
 55 DOUGLAS PIKE  
 SMITHFIELD, RI 02917-2388

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

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

NEENA S. SAVAGE  
 TAX ADMINISTRATOR

DATE ISSUED: 06/05/2024



# Memorandum

**DATE:** June 12, 2024

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** New Victualling License for Thai Cafe, LLC d/b/a Thai Cafe” for the June 18<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Thai Cafe, LLC d/b/a “Thai Cafe”, has applied for a new Victualling License for their business located at 55 Douglas Pike, Suite 104.

## **TOWN REVENUE:**

Fee for a Victualling License is \$50.00 per year

## **SUPPORTING DOCUMENTS:**

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

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve a new Victualling License for Thai Cafe, LLC d/b/a “Thai Cafe”, 55 Douglas Pike, Suite 104 as applied, subject to compliance with all State regulations, local ordinances, a Certificate of Occupancy and final approval from the RI Department of Health.



TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: \$50.00

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 09/15/2024

Type of License: Victualling Check One:

New  Renewal  Amended

Name of Applicant: SENGHAM DUANGPANYA

Date of Birth: 01-08-1977

Resident Address: 2 AVERY LANE STERLING MA

Business Address: 55 Douglas Pike #104 Smithfield

Operating Under Trade Name of: Thai Cafe

Resident Telephone: 978-265-5595 Business Telephone: 401-349-0750

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

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

Describe operation of business: Thai full service restaurant

Requested Hours of Operation: 11:00 AM - 11 PM

Signature of Applicant: [Signature]

Title: Owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Seng Duangpanya Address: 2 Avery Lane Sterling MA Phone: 978-265-5595

Name: Pon Duangpanya Address: 2 Avery Lane Sterling MA Phone: 401-523-3800

For Official Use Only

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

Fire Chief:  [Signature]  
Owner of premises:

At a meeting of the Smithfield Town Council, held on \_\_\_\_\_

the above stated application was:

( ) Approved ( ) Denied

License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

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



**POLICE CLEARANCE REPORT FOR LICENSE APPLICATION**

DATE: 04-10-2024

1. NAME OF CANDIDATE: (PRINT)

DUANGPANIYA                      SENGKHAM                      GOO  
 LAST                                      FIRST                                      MIDDLE

Phrachansiri  
 MAIDEN NAME

01-28-1977

2. DATE OF BIRTH  
2 Avery Lane Sterling MA

3. PLACE OF BIRTH  
Thai Cafe

4. CURRENT ADDRESS  
Full service restaurant

5. NAME OF BUSINESS  
55 Douglas Pike

6. TYPE OF BUSINESS  
No

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Sengkham Duangpanya  
401-349-0750

~~Thunaisut Duangpanya~~  
978-265-5595

9. BUSINESS PHONE

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>10/2009</u>	<u>Present</u>	<u>2 Avery Lane</u>	<u>Sterling MA 01564</u>

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

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

\_\_\_\_\_

\_\_\_\_\_

13. List below two (2) character references

- |                              |                                    |                     |
|------------------------------|------------------------------------|---------------------|
| 1. <u>Jessie Jacavone</u>    | <u>8 West Farm Road Smithfield</u> | <u>401-575-8377</u> |
| NAME                         | ADDRESS                            | PHONE               |
| 2. <u>Phonray Duangpanya</u> | <u>2 Avery Lane Sterling MA</u>    | <u>401-523-3800</u> |
| NAME                         | ADDRESS                            | PHONE               |

CANDIDATE'S SIGNATURE: [Signature]      Witness: \_\_\_\_\_



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



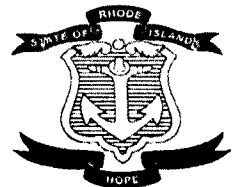
Phone: (401) 574-8955  
 TTY Via 711  
 Fax: (401) 574-8914  
 Email: Tax.Excise@tax.ri.gov

THAI CAFE, LLC. THAI CAFE  
 2 AVERY LN  
 STERLING, MA 01564-2238

State of Rhode Island  
 DIVISION OF TAXATION

RETAIL SALES PERMIT

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



ID: 2-6044-8120

ISSUED TO:  
 THAI CAFE, LLC. THAI CAFE  
 55 DOUGLAS PIKE  
 SMITHFIELD, RI 02917-2388

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

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

NEENA S. SAVAGE  
 TAX ADMINISTRATOR

DATE ISSUED: 06/05/2024

## Popular combinations stir fry

Create your own stir-fried dish by selecting the type of meat or vegetables, along with a sauce or style listed below. Served with white rice.

	Lunch	Dinner
Chicken or Pork	12.95	17.95
Crispy Pork Belly	14.95	20.95
Beef	13.95	19.95
Scallops, Shrimp or Squid	14.95	20.95
Duck	18.95	29.95
Vegetables & Tofu	13.95	18.95
Seafood Special <small>shrimp, squid, scallops, mussels, crab meat</small>	15.95	23.95

- PC1. Basil Basil, green peppers, onions, mushrooms, broccoli, zucchini & spicy Thai basil sauce.  
 PC2. Cashew Nut Pineapple, bamboo shoots, carrots, onion, green peppers, mushrooms & cashew nuts.

- PC3. **Broccoli** Broccoli, carrots, mushrooms, baby corn & tomato.  
 PC4. **Peanut Sauce** Sauteed in peanut sauce with baby corn, onion, carrots, cabbage, mushrooms, zucchini, broccoli & potato.  
 PC5. **Garlic** Garlic, baby corn, mushrooms, red peppers, scallions & peas.  
 PC6. Eggplant Eggplant, green pepper, red pepper, onion & basil.  
 PC7. **Teriyaki Sauce** broccoli, carrots, baby corn, and mushrooms  
 PC8. **Sweet & Sour** Pineapple, cucumber, tomato, onion, carrot

## CURRY

	Lunch	Dinner
Chicken or Pork <small>Served with white rice.</small>	12.95	17.95
Crispy Pork Belly	14.95	20.95
Beef	13.95	19.95
Scallops, Shrimp or Squid	14.95	20.95
Duck	18.95	29.95
Vegetables & Tofu	13.95	18.95
Seafood Special <small>shrimp, squid, scallops, mussels, crab meat</small>	15.95	23.95

- CY1. Red Curry Bamboo shoots, carrots, broccoli, zucchini, green peppers & basil.  
 CY2. Yellow Curry Pineapple, baby corn, potato, carrots, onion & zucchini.  
 CY3. Green Curry Bamboo shoots, broccoli, peas, zucchini, mushrooms, green peppers, green beans & basil.  
 CY4. Panang Curry Baby corn, carrots, broccoli, zucchini, green peppers & lime leaves.  
 CY5. Massaman Curry Ground peanuts, potato, onion, green peppers & carrots.

Lunch & Dinner orders for Popular Combinations & Curry include rice.

## side orders

Coconut Rice	6.50
Coconut Rice with Cashews	6.95
Brown Rice	2.95
Sticky Rice	3.50
Fried Rice served with Chicken	7.95
<small>Choice of House Special, Pineapple, Basil or Mango Fried Rice.</small>	
Steamed White Rice	2.95
Peanut Sauce	2.50
French Fries	Small 2.95 Large 5.95
Sweet Potato French Fries	Small 4.50 Large 7.95

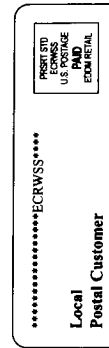
SOMEWHAT SPICY VERY SPICY  
 We can adjust the level of spiciness in any of our dishes, according to your taste. Just ask for more or less spicy.

VEGETARIAN VERSION AVAILABLE

**CONSUMER ADVISORY WARNING FOR RAW FOODS:**  
 In compliance with the Department of Public Health, we advise that consuming raw or undercooked meat, poultry or seafood may increase the risk of foodborne illnesses.  
**TO ALL CUSTOMERS:**  
 Before ordering, please inform your server if you or someone in your party has a food allergy. Add meals tax to all prices. Prices, items and offers are subject to change without notice. Not responsible for typographical errors.

## Beverages

Fountain Soda	2.99
<small>Coke • Sprite • Diet Coke • Ginger Ale • Fanta Orange • Lemonade</small>	
Can Soda	1.5
<small>Coke • Diet Coke • Sprite • Ginger Ale • Root Beer • Ice Tea</small>	
2 Liter Soda	3.49
<small>Coke • Diet Coke • Sprite •</small>	
Bottled Water	2.25
Thai Iced Tea <small>(Available Unsweetened)</small> – Green Tea	3.95
Thai Iced Coffee	3.95
Bubble Tea – Thai Tea – Green Tea	4.95
Juice	2.99
<small>Pineapple • Cranberry • Orange</small>	



## desserts



Banana Rolls with Honey	6.95
Mango with Sweet Sticky Rice	9.95
Mini Thai Custard with Sweet Sticky Rice <small>Served with black rice.</small>	6.95
Fruit-Covered Cheesecake	6.95
<small>Creamy cheesecake smothered in our fruit topping of the day.</small>	
Sweet Roti <small>Panfried Roti, topped with sweet sauce</small>	8.95
Chocolate Cake	6.95
<small>Luscious layers of delectable cake with rich buttercream cocoa frosting. Nobody could blame you if you don't feel like sharing!</small>	
DOUGH BOYS	1/2 Dozen 7.95 Dozen 11.95

## let us cater your next event

• Any size group • Any of these fine Thai meals

Pick-Up or Delivery

Please allow 1 to 2 hours for preparation and delivery.

### Appetizer Party Platters

Bone-In Chicken Wings (5 Flavors)	25 pcs \$34.99 50 pcs \$64.99
Boneless Chicken Wings Same prices and flavors	
Chicken Satay	20 pcs \$39.99
Thai Crispy Rolls	20 pcs \$37.99
Thai Yaggie Crispy Rolls	20 pcs \$37.99
Thai Soft Chicken Spring Rolls	32 pcs \$39.99
Thai Yaggie Soft Spring Rolls	32 pcs \$39.99
Thai Soft Shrimp Spring Rolls	32 pcs \$44.99
Pork Dumplings (fried or steamed)	32 pcs \$37.99
Crab or Yaggie Rangoon	32 pcs \$37.99
Fried Wontons	32 pcs \$37.99
Chicken Teriyaki Skewers	20 pcs \$37.99
Beef Teriyaki Skewers	20 pcs \$44.99

### Entrees

	Serves 4-6	Serves 8-12
Pad Thai	\$54.99	\$99.99
Fairy Pad Thai	\$54.99	\$99.99
Lo Mein	\$54.99	\$99.99
Lion City Noodles	\$54.99	\$99.99
Drunken Noodles	\$54.99	\$99.99
Pad See U	\$54.99	\$99.99
Lord Mar	\$54.99	\$99.99
Special Fried Rice	\$54.99	\$99.99
Pineapple Fried Rice	\$54.99	\$99.99
Mango Fried Rice	\$54.99	\$99.99
Basil Fried Rice	\$54.99	\$99.99
Thai Café Special	\$54.99	\$99.99

- See Take Out Menu or Call for Food Details -

Design, Print & Mail with iPrint4Color.com - Stow, MA - 401.231.5700 - www.iPrint4Color.com

# Thai Café

authentic cuisine

## Full Bar

Enjoy our delicious food in the comfort of your home with

"YES!! We have Delivery back!!"



401-349-0750

Fax 401-231-9460






55 Douglas Pike  
 Smithfield, Rhode Island  
 Open Daily  
 Monday Closed  
 Tuesday thru Friday at 4PM  
 Saturday and Sunday at Noon



SEE BACK PAGE FOR CATERING / PARTY PLATER MENU

# appetizers

- AP1A.  **Jumbo Fried Shrimp** . . . . . Regular (6pc) 12.95 Large (11pc) 21.95  
*which will be served with sweet Thai chili sauce on the side*
- AP1.  **Angel Chicken Wings** Stuffed chicken with Thai flavors & sweet sauce. . . . . 11.95
- AP2. **Chicken Satay** . . . . . Regular (4pcs) 7.95 Large (8pcs) 14.95  
*Charcoal grilled chicken tenders on skewers, marinated with Thai spices & served with peanut sauce & cucumber sauce.*
- AP2A. **Chicken Teriyaki Skewers** . . . . . Regular (4pcs) 7.95 Large (8pcs) 13.95  
*Chicken skewers marinated in our famous teriyaki sauce.*
- AP2B. **Beef Teriyaki Skewers** . . . . . Regular (4pcs) 9.95 Large (8pcs) 16.95
- AP3.  **Crispy/Spicy Thai Meatballs** . . . . . 9.95  
*Served with spicy Thai sauce over a bed of cucumber.*
- AP4.  **Thai Crispy Rolls** . . . . . Regular (4pcs) 7.95 Large (8pcs) 14.95  
*Crispy rice paper filled with chicken & mixed vegetables, served with sweet chili sauce.*
- AP5. **Thai Veggie Crispy Rolls** . . . . . Regular (4pcs) 7.95 Large (8pcs) 14.95
- AP6. **Thai Soft Spring Rolls (Nime Chow)** . . . . . 9.95  
*Steamed vermicelli, cooked chicken, lettuce, carrots & cucumber wrapped in fresh spring roll skins, served with sweet & sour sauce & topped with ground peanuts.*
- AP7. **Thai Shrimp Soft Spring Rolls (Nime Chow)** . . . . . 10.95
- AP8. **Thai Veggie Soft Rolls (Nime Chow)** . . . . . 9.95
- AP9. **Tofu Triangles** . . . . . Deep-fried tofu served with sweet & sour sauce . . . . . 7.95
- AP10. **Pork Dumplings** . . . . . 7.95 Large (14pcs) 14.95  
*Steamed or fried pork dumplings served with light soy sauce.*
- AP11. **Edamame** . . . . . Seasoned Japanese snack. Steamed soybean pods seasoned with salt. . . . . 7.95
- AP12. **Chive Pancakes** . . . . . Fried or steamed chive pancakes served with ginger sauce. . . . . 7.95
- AP13.  **Golden Triangles** . . . . . 7.95  
*Deep-fried egg roll skins stuffed with vegetables, served with sweet chili sauce.*
- AP14. **Crab Rangoon** Crabmeat & cream cheese filling inside crispy wonton wrappers. 8.95 16pcs 15.95
- AP15. **Veggie Rangoon** Cream cheese filling inside crispy wonton wrappers. . . . . 8.95 16pcs 15.95
- AP16. **Appetizer Sampler** . . . . . 14.95  
*Combination of 2 Crispy Rolls, 2 Vegetable Rolls, 2 Satay, 2 Golden Triangles & 2 Crab Rangoon, served with peanut sauce & cucumber sauce.*
- AP16A. **Jumbo Appetizer Sampler** . . . . . 21.95  
*Combination of 2 Crispy Rolls, 2 Vegetable Rolls, 2 Satay, 2 Golden Triangles & 2 Crab Rangoon, 2 Beef Teriyaki Skewers, 3 Fried Chicken Wings, and 2 Fried Wontons, served with peanut sauce & cucumber sauce.*
- AP17. **Vegetarian Sampler** . . . . . 14.95  
*3 Vegetable Rolls, 3 Golden Triangles, 2 Fried Chive Pancakes & 2 Tofu Triangles.*
- AP18. **Thai Dim Sum** . . . . . Regular (4pcs) 9.95 Large (8pcs) 16.95  
*Ground pork & shrimp, sesame oil, water chestnuts, mushrooms & soy sauce wrapped in wonton skins.*
- AP19. **Thai Spicy Sausage** Served with sticky rice. . . . . 10.95
- AP20. **Chicken Curry Puff** . . . . . 8.95 Large (4pcs) 15.95  
*Pasty wrap stuffed with curry flavored chicken, onions & potatoes.*
- AP21. **Mango Avocado Wrap** . . . . . 12.95  
*Steamed vermicelli wrap, romaine lettuce, thin noodles, carrots, avocado & sliced fresh mango.*
- AP23. **Large Scallion Pancake** . . . . . Served with soy sauce. . . . . 8.95
- AP24. **Fried Wontons** Served with sweet sauce. . . . . 7.95 Large (16pcs) 14.95
- AP25. **Roti Massaman** . . . . . Grilled roti pancakes served with massaman curry. . . . . 10.95
- AP26. **Roasted Brussels Sprouts** . . . . . Need we say more? Served with Ranch dressing. . . . . 9.95

# chicken wings

Choose your favorite Sauce

Regular bone-in 9.99 Large Bone-in 18.99 Boneless 12.99

- CW1.  **Chicken Wings** Deep-fried chicken wings served with house sweet sauce on the side.
- CW2.  **Crispy/Spicy Chicken Wings** Deep-fried chicken wings with spicy Thai sauce.
- CW3.  **Drunken Wings** Deep-fried chicken wings tossed in our famous Drunken Noodle sauce.
- CW4.  **Fiery Wings** Deep-fried chicken wings tossed in our Fiery Pad Thai sauce.
- CW5.  **Lion City Wings** Deep-fried chicken wings tossed in our Lion City Noodle sauce.
- CW6. **Thai Peanut Wings** Deep-fried chicken wings tossed in our Thai Peanut sauce.
- CW7. **Teriyaki** Taste of the Orient.
- CW8.  **Sriracha Glaze** Great Thai bite!
- CW9.  **Korean BBQ**
- CW10.  **Sweet Red Thai Chili Sauce**

# salads

- SD1.  **Chicken Salad (Larb Gai)** . . . . . 13.95  
*Ground chicken with cilantro, onion, scallions, lime juice & special Thai sauce. Served with sticky rice.*
- SD2.  **Papaya Salad (Som Tum)** . . . . . 13.95  
*Shredded papaya mixed with carrots, tomato, chilled in spicy lime sauce & topped with peanuts. Served with a side of sticky rice.*
- SD2A.  **Papaya Salad (Laos Style)** . . . . . 13.95
- SD3. **Cucumber Salad** . . . . . 12.95  
*Fresh cucumber, red onion, tomato & lettuce, topped with grilled chicken. Served with Thai dressing.*
- SD4.  **Sliced Beef Salad** . . . . . 15.95  
*Red onion, green pepper, red pepper, lettuce & cucumber. Served with Thai dressing & topped with cilantro & green onion.*
- SD5. **Seafood Salad** . . . . . 20.95  
*Lettuce, sliced carrot, red onion, cilantro, green onion, red and green peppers, served with a mix of fresh seafood*
- SD6. **Woon Sen Salad** . . . . . 13.95  
*Lettuce, red onion, cilantro & green onion, served with ground chicken & shrimp.*

# soups

- SP1. **Woon Sen Soup** . . . . . Bowl 5.95 Quart 12.95  
*Glass noodle soup with ground chicken & tofu.*
- SP2. **Wonton Soup** . . . . . 5.95 12.95  
*Served with Vegetables & Tofu*
- SP3.  **Tom Yum Soup** . . . . . 5.95 12.95  
*The world-famous Thai soup spiced with chilies, lemongrass, mushrooms & lime juice.*
- SP4. **Served with Chicken or Vegetables & Tofu** 5.95 12.95
- SP4. **Served with Beef or Shrimp** . . . . . 6.95 13.95
- SP4. **Tom Kha Gai Soup** . . . . . 6.95 13.95  
*Mild chicken coconut milk soup with galangal root, lime juice, mushrooms & scallions.*
- SP5. **Served with Vegetables & Tofu** . . . . . 6.95 13.95
- SP5. **Thai Noodle Soup (Pho)** . . . . . 14.95  
*Noodles in clear broth with bean sprouts & a choice of chicken, beef or pork.*
- SP5A. **Thai Rice Soup** Rice in clear broth with bean sprouts & a choice of chicken, beef or pork. . . . . 14.95
- SP6. **Roasted Duck Noodle Soup** . . . . . 18.95  
*Thin yellow noodles with sliced roasted duck with bean sprouts and bok choy in duck broth topped with cilantro.*
- SP7. **Khao Piak Sen Soup** . . . . . 14.95  
*Lao version of chicken noodle soup, topped with cilantro & scallions.*
- SP8.  **Northern Thailand Khao Soi** . . . . . 18.95  
*The famous Northern Thailand noodles in a delicious mix of light yellow curry, chicken, ground peanuts, scallions & fried shallots topped with a fried egg.*
- SP9.  **Fried Pork Belly Soup** . . . . . 16.95  
*Choose Thai noodle soup, Thai rice soup or KhaoPiak sen soup*









# wraps

Substitute beef or crispy chicken for \$1 extra or shrimp for \$2 extra

- WP1. **Traditional Pad Thai Wrap** . . . . . 13.95  
*Four tortilla stuffed with chicken, pad Thai noodles, lettuce, egg, scallions, bean sprouts, topped with peanut sauce*
- WP2.  **Fiery Pad Thai Wrap** . . . . . 13.95  
*Four tortilla stuffed with chicken, pad Thai noodles, red peppers, green peppers, carrots, egg and onions in a spicy pad Thai sauce*
- WP3.  **Lion City Wrap** Four tortilla stuffed with chicken, lion city noodles, lettuce, carrots, bean sprouts, peas, onions, scallions and baby corn seasoned with curry powder . . . . . 13.95
- WP4.  **Drunken Wrap** . . . . . 13.95  
*Four tortilla stuffed with chicken, drunken noodles, egg, onion, carrots, green peppers and Thai basil*
- WP5. **Pad See U Wrap** . . . . . 13.95  
*Four tortilla wrap stuffed with chicken, pad see u noodles, cabbage, broccoli, carrots and bean sprouts*

# noodles

All noodle dishes are served with chicken unless otherwise stated. Substitutions can be made for an additional charge.  
 \*Vegetarian and tofu (no charge) \*Chicken and shrimp combo (\$2) \*Beef (\$2) \*Beef and Shrimp (\$3.50)  
 \*Crispy Salmon (\$4) \*Pork (\$1) \*Crispy Pork Belly (\$4) \*Shrimp only dinner (\$4) \*Shrimp only lunch (\$2)

- ND1. **Pad Thai** . . . . . Lunch 13.95 Dinner 16.95  
*Chicken stir-fried with rice noodles, egg, scallions, bean sprouts & ground peanuts.*
- ND2.  **Fiery Pad Thai** . . . . . 13.95 16.95  
*Spicy version of Pad Thai served with egg, red peppers, green peppers, carrots & onions, served with chicken.*
- ND3. **Crispy Chicken Pad Thai** . . . . . 13.95 16.95  
*Crispy chicken served with either our original or Fiery Pad Thai.*
- ND4.  **Drunken Noodles** . . . . . 13.95 16.95  
*Wide noodles stir-fried with ground chicken, egg, onion, carrots, green peppers & basil.*
- ND5.  **Crispy Chicken Drunken Noodles** . . . . . 13.95 16.95  
*Crispy chicken served over our original drunken noodles.*
- ND6.  **Thai Cafe Drunken Special** . . . . . (One Size Only) 23.95  
*Traditional drunken noodle dish served with spaghetti noodles, shrimp, octopus, mussels & scallions.*
- ND7. **Served with Beef** . . . . . 14.95 17.95
- ND7. **Thai Cafe Lo Mein** . . . . . 13.95 16.95  
*Lo mein noodles served with beef, carrots, green onion & bean sprouts, served with chicken.*
- ND7A.  **Seafood Special** Shrimp, octopus, mussels & scallions. . . . . (One Size Only) 23.95
- ND7A.  **Fiery Lo Mein** . . . . . 13.95 16.95  
*Lo mein noodles served with red pepper, green pepper, carrots, and onion, served with chicken.*
- ND8. **Pad See-U** . . . . . 13.95 16.95  
*Chicken stir-fried with wide noodles, cabbage, broccoli, carrots & bean sprouts.*
- ND8. **Seafood Special** Shrimp, octopus, mussels & scallions. . . . . (One Size Only) 23.95
- ND9. **Thai Cafe Lad-Nar** . . . . . 14.95 17.95  
*Wide rice noodles stir-fried with broccoli, mushrooms, carrots, baby corn & egg in a Thai-style gravy with chicken.*
- ND10.  **Lion City Noodles** . . . . . 13.95 16.95  
*Thin noodles stir-fried with Thai spicy sauce, seasoned with curry powder, carrots, peas, bean sprouts, onions, scallions & baby corn served with chicken.*
- ND11.  **Khao Soi** . . . . . (One Size Only) 18.95  
*The famous northern Thailand noodles in a delicious mix of light yellow curry, chicken, ground peanuts, scallions & fried shallots topped with a fried egg*
- ND12. **See-U in Kale** . . . . . 13.95 17.95  
*A healthy combination of pad see-ew & the super-green vegetable kale - stir-fried & seasoned with light sauce & tofu.*
- ND13. **Pad Woon Sen** . . . . . 13.95 16.95  
*Glass noodles, served with baby corn, snow peas, onion, bean sprout, scallion with chicken.*
- ND14. **Pad Kee Mao** . . . . . 13.95 16.95  
*Instant noodles stir-fried with green peppers, red peppers, onions, snow peas, cauliflower, and basil, served with chicken.*

# fried rice




All rice dishes are served with chicken unless otherwise stated. Substitutions can be made for an additional charge.  
 \*Vegetarian and tofu (no charge) \*Chicken and shrimp combo (\$2) \*Beef (\$2) \*Beef and Shrimp (\$3.50)  
 \*Pork (\$1) \*Shrimp only dinner (\$4) \*Shrimp only lunch (\$2)

- FR1. **Thai Special Fried Rice** . . . . . Lunch 13.95 Dinner 16.95  
*Chicken fried rice with egg, peas, onion & scallions.*
- FR2. **Pineapple Fried Rice** . . . . . 13.95 16.95  
*Chicken fried rice with egg, pineapple, onion, peas, scallions & curry powder.*
- FR3. **Mango Fried Rice** . . . . . 13.95 16.95  
*Chicken fried rice with egg, peas, onion & scallions.*
- FR4.  **Basil Fried Rice** . . . . . 13.95 16.95  
*Chicken fried rice with egg, broccoli, basil, red pepper & green pepper.*
- FR6. **Crispy Chicken Fried Rice** . . . . . 13.95 16.95  
*Crispy chicken served with your choice of Basil, Pineapple, Mango or Special Fried Rice.*
- FR7. **Pineapple Brown Rice** . . . . . 13.95 16.95  
*Fried brown rice cooked with tofu, peas, carrots, onions & scallions.*
- FR8. **Trio Fried Rice** . . . . . 14.95 17.95  
*Chicken, pork and beef combo fried rice with egg, peas, onion & scallions.*
- FR9. **Seafood Fried Rice** . . . . . 15.95 23.95  
*Shrimp, squid, scallops, mussels and crab served with your choice of Basil, Pineapple, Mango or Special Fried Rice.*
- FR10. **Pork Belly Fried Rice** . . . . . 14.95 20.95  
*Fried pork belly served with choice of basil, pineapple mango or special fried rice.*
- FR11. **Crispy Salmon Fried Rice** . . . . . 14.95 20.95  
*Fried salmon served with choice of basil, pineapple mango or special fried rice.*

# house specialties

- HS1.  **Thai Cafe Special** . . . . . Lunch 14.95 Dinner 18.95  
*Ground beef, chicken or pork - stir-fried with spicy authentic basil sauce, fresh chilies, mushrooms, green peppers & Thai basil leaves, served with steamed rice & Thai-style fried egg.*
- HS1A.  **Thai Cafe Ramen Special** . . . . . 14.95 18.95  
*Ground beef, chicken or pork - stir-fried with spicy authentic basil sauce, fresh chilies, mushrooms, green peppers & Thai basil leaves, served over Ramen noodles & Thai-style fried egg.*
- HS1B.  **Thai Cafe Crispy Duck Special** . . . . . 18.95 29.95  
*Crispy Duck - stir-fried with spicy authentic basil sauce, fresh chilies, mushrooms, green peppers & Thai basil leaves, served with steamed rice & Thai-style fried egg.*
- HS1C.  **Thai Cafe Crispy Pork Belly Special** . . . . . 15.95 21.95
- HS2. **Seafood Curry** . . . . . 15.95 23.95  
*Combination of shrimp, octopus & scallops in red curry sauce.*
- HS3.  **Furious Trio** . . . . . 13.95 19.95  
*Combination of pork, chicken & beef sautéed in spicy Szechuan sauce - served with scallions, onions, celery, mushrooms & cashew nuts.*
- HS4. **Tamarind Fish** . . . . . 13.95 19.95  
*Fried whole deboned tilapia fish in a sweet & sour tamarind sauce with bell peppers, pineapple chunks, snow peas & carrots.*
- HS5.  **Pla Rad Prik (Spicy Fish)** . . . . . 13.95 19.95  
*Fried whole deboned tilapia fish served in a hot chili sauce with crispy basil leaves.*
- HS6.  **Fish Choo Chee** . . . . . 13.95 19.95  
*Red curry with red pepper, green pepper, carrot & peas, served over specialty house fish.*
- HS7. **Mango Curry** . . . . . 13.95 20.95  
*Chicken with mango chunks in a yellow curry with coconut milk, onions, carrots, tomatoes & bell peppers.*
- HS8. **Shrimp Paradise (One Size Only)** . . . . . 21.95  
*Jumbo shrimp in red curry with egg, pineapple, carrot, onion & basil, served with white or brown rice.*
- HS9. **Asparagus Special** . . . . . 21.95  
*Your choice of chicken, beef, shrimp or a combo of any two stir-fried with asparagus, carrots, baby corn, mushrooms, and fried garlic, in our famous broccoli sauce.*

# duck dishes

- DV1.  **Boston Volcano** . . . . . Lunch 18.95 Dinner 29.95  
*Crispy duck coated with tamarind sauce, cashew nuts, mushrooms, carrots & peas.*
- DV2.  **Rama Duck** . . . . . 18.95 29.95  
*Crispy roasted duck simmered in red curry & peanut sauce.*
- DV3. **Bangkok Duck** . . . . . 18.95 29.95  
*Roasted duck sliced, deboned & topped with ginger sauce & served with vegetables.*
- DV4.  **Duck Choo Chee** . . . . . 18.95 29.95  
*Red curry with red pepper, green pepper, carrot & peas, served over specialty house duck.*

Lunch & Dinner orders for House Specialties & Duck Varieties include rice.

 **SOMEWHAT SPICY**  **VERY SPICY**

We can adjust the level of spiciness in any of our dishes, according to your taste. Just ask for more or less spicy.

 **VEGETARIAN VERSION AVAILABLE**

**CONSUMER ADVISORY WARNING FOR RAW FOODS:**  
 In compliance with the Department of Public Health, we advise that consuming raw or undercooked meat, poultry or seafood may increase the risk of foodborne illnesses.  
**TO ALL CUSTOMERS:**  
 Before ordering, please inform your server if you or someone in your party has a food allergy. Add meals tax to all prices. Prices, items and offers are subject to change without notice. Not responsible for typographical errors.



# Memorandum

**DATE:** June 12, 2024

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Special Event License for the Smithfield Parks and Recreation Department for the June 18<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Laura Field-Swallow has applied for one (1) One-Day Special Event License to hold a “Food Truck Event”, 1 William J. Hawkins, Jr., Trail.

## **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  
Special Event License Checklist  
Noise Permit

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for the Smithfield Parks and Recreation Department for a “Food Truck Event”, 1 William J. Hawkins, Jr., Trail

on the following date:

- Thursday, July 25, 2024 Food Truck Event to be held from 4:00 p.m. to 8:00 p.m.

All Special Event Licenses for the Smithfield Parks and Recreation are subject to compliance with all State regulations and local ordinances.

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 ALL the necessary information.

Date of Application: 5/29/24  
Type of License: SPECIAL EVENT Check One: New () Renewal () Transfer ()  
Name of Applicant: Laura Field-Swallow Date of Birth: 11-14-70  
Resident Address: 111 Tarkiln Road, Smithfield RI Business Address: 1 Wm J Hawkins Tr Grnvl RI Plat Lot  
Operating Under Trade Name of: Smithfield Parks & Rec Resident Telephone: 401 400 9499 Business Telephone: 401 349 0612

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

Name: Robert Caine Address: 1 Wm J Hawkins Tr Grnvl Title: Director DOB: 6-27-67  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Describe operation of business: Food Truck Event with Live Band (Sideways Down)

May 16, 2024

Hours of Operation: 4-8 PM

Signature of Applicant: Laura Field-Swallow Title: Program Coordinator

Applies to business establishments only:

In case of emergency/person to contact

Name: Robert Caine Address: 1 Wm J Hawkins Tr Grnvl Phone: 401-349-0612  
Name: Paul McGinn Address: same Phone: same

For Official Use Only

Police Chief: \_\_\_\_\_ Fire Chief: \_\_\_\_\_ SIGNATURE NOT REQUIRED  
Building Official: \_\_\_\_\_ Owner of premises: Robert Caine  
RI Dept. of Health: \_\_\_\_\_ SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 6/18/24 the above stated application was:

( ) Approved ( ) Denied License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_





TOWN OF SMITHFIELD  
RECREATION DEPT.

1 William J. Hawkins Jr. Trail  
Greenville, RI 02828  
PHONE: (401) 349-0612

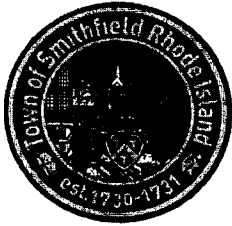
TO: Chief St. Sauveur  
FROM: Laura Field-Swallow  
DATE: 28 May 2024  
RE: Food Trucks Event  
CC: Carol Banville

---

Attached is application for Food Truck/Music Event at Deerfield Park. (Rescheduled from May 16 due to rain.)

DATE: Thursday, July 25, 2024  
TIME: 4-8PM  
Band: Sideways Down

Please reach out with any questions or concerns. Thank you!



# Town of Smithfield

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

Lyn Antonuccio, MPA, CMC  
Town Clerk

## SPECIAL EVENT CHECKLIST

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

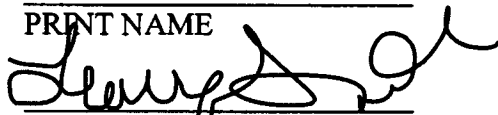
	Yes	No
Provide live entertainment Or amusement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Open to the general public	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fee is charged	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Expected number of persons in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

Smithfield Recreation Department

NAME OF ORGANIZATION

Laura Field-Swallow

PRINT NAME

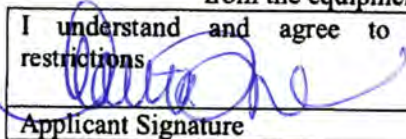
  
SIGNATURE

May 30, 2024

DATE

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

1. Name and home address of the applicant: Laura Field-Swallow  
111 Tarkiln Road, Smithfield, R
2. Address of place of business of applicant:  
1 William J Hawkins Trail Smithfield RI
3. License number and motor number of the sound truck to be used by the applicant (if applicable):  
\_\_\_\_\_
4. Name and address of the person who owns the sound truck or sound amplifying equipment:  
\_\_\_\_\_
5. Name and address of the person having direct charge of the sound truck or sound amplifying equipment:  
\_\_\_\_\_
6. Names and addresses of all persons who will use or operate the sound truck or sound amplifying equipment:  
\_\_\_\_\_  
\_\_\_\_\_
7. The purpose for which the sound truck or sound amplifying equipment will be used:  
Live Music
8. A general statement as to the section or sections of the town in which the sound truck or sound amplifying equipment will be used:  
Deerfield Park
9. The proposed date and hours of operation of the sound truck or sound amplifying equipment:  
Thursday, July 25, 2024; NO RAIN DATE 4-8 PM
10. The number of days of proposed operation of the sound truck or sound amplifying equipment:  
1
11. A general description of the sound amplifying equipment to be used:  
\_\_\_\_\_
12. The maximum sound producing power of the sound amplifying equipment, including:
  - a. The wattage to be used; 15 watts in last stage of amplification
  - b. The volume in decibels of the sound which will be produced; 70 dbs before 8 p.m., 60 dbs after 8:00 p.m.
  - c. The approximate maximum distance for which sound will be thrown from the equipment: 200' from source

I understand and agree to the above restrictions 
Applicant Signature

APPROVED: 
Police Chief



# Memorandum

**DATE:** June 12, 2024

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** New Mobile Food Truck License for Farm to Sandwich, LLC d/b/a “Farm to Sandwich”  
for the June 18<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

The business listed below has filed for a new Mobile Food Truck License. The new Mobile Food Truck License requires a Rhode Island Mobile Food Truck Establishment Registration. The Mobile Food Truck License will expire on March 1<sup>st</sup> of each year. Farm to Sandwich, LLC d/b/a “Farm to Sandwich” has already registered with the State of Rhode Island as a Mobile Food Truck Establishment.

## **TOWN REVENUE:**

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

## **SUPPORTING DOCUMENTS:**

Copy of application  
Copy of Rhode Island Mobile Food Establishment Registration  
Menu  
Copy of Food Business License  
Copy of Retail Sales Permit

## **APPROVAL STATUS:**

All paperwork is complete for Town Council approval.

**RECOMMENDED MOTION:**

Move that the Smithfield Town Council consider, discuss and act upon approving a new Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.

1. Farm to Sandwich, LLC d/b/a “Farm to Sandwich”, to hamburgers and sandwiches from a truck with RI Reg. number 45029, 1143 Main Street, West Warwick, RI.

TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: \$75.00 - If no store front  
\$50.00 - If there is a store front, in Smithfield

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 5/31/24

Type of License: Mobile Food Truck

License Application Status:

Name of Applicant: Bryan Chavez

Date of Birth: 04/11/1992

Resident Address: 58 Alfred Ave  
Johnston RI, 02919

Business Address: 1143 Main St West Warwick  
RI 02893

Map:  
Lot:

Corporation Name:

Resident Telephone: 914 310 0610

Business Telephone: 914 310 0610

Operating Under Trade Name of: Farm to Sandwich, LLC  
d/b/a "Farm to Sandwich"

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

Describe Operation of Business: Food Truck

Required to fill requested  
Hours of Operation:

[Empty box for hours of operation]

Signature of Applicant: 

Title: Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Address: Telephone:

Name: Address: Telephone:

Police Chief:  SIGNATURE NOT REQUIRED

For Official Use Only  
Fire Chief: SIGNATURE NOT REQUIRED

Building Official: SIGNATURE NOT REQUIRED

Owner of Premises:  SIGNATURE NOT REQUIRED

RI Dept. of Health: SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 6/18/24 the above stated application was

( ) Approved ( ) Denied License# 14 Date Issued:



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:*

*marc glaviano/ Bryan chavez  
14 abbott  
Cranston, Rhode Island 02920*

**Business Entity Name:**

Farm to Sandwich LLC

**DBA (Doing Business As):**

Farm to Sandwich

**Name of Mobile Food  
Establishment/Truck:**

**DMV License Plate State and  
Number of Truck/Cart/Trailer or  
DEM Registration Number:**

45029-45029

*has met the requirements of the Department of Business Regulation and has been granted this license as a  
Truck which serves Prepared Foods .  
IN THE STATE OF RHODE ISLAND.*

**License Number: MFE-441**

**Expiration Date: October 4, 2024**



# FARM TO SANDWICH

## MENU

**BURGERS** ADD ON DOUBLE PATTY +4.00  
ADD ON HOMEMADE BACON +1.00

**ALL AMERICAN SMASH BURGER** \$11  
HAND PRESS PATTY, HOMEMADE PICKLES, AMERICAN CHEESE, AND F.T.S BURGER SAUCE ON A BRIOCHE BUN.

**SHIZ BURGER** \$13  
SMASH-BURGER, HOMEMADE HICKORY SUPER SLAB BACON, AMERICAN CHEESE, HOMEMADE HOT-PEPPER JAM.

## FRIED CHICKEN SANDOS

**WHAT A BABE!** \$13  
THIS BEAUTY IS HOT ENOUGH TO HOOK YOU, SWEET ENOUGH TO KEEP YOU COMING BACK. CRISPY BUTTERMILK FRIED CHICKEN, HOUSE SWEET PICKLES, AND HOMEMADE HOT HONEY ON A BRIOCHE BUN.

**HOT CHIX** \$14  
THIS BABY IS HOT! BUTTERMILK FRIED CHICKEN BREAST, HOUSE BUFFALO SAUCE, HOMEMADE PICKLES, HOMEMADE RANCH TO COOL YOU OFF.

**CLASSIC CLUCKER** \$14  
BUTTERMILK FRIED CHICKEN, AMERICAN CHEESE, HOME MADE SWEET PICKLES, LETTUCE, AND F.T.S SAUCE.

**THICKEN BACON RANCH** \$15  
BUTTERMILK FRIED CHICKEN, LETTUCE, HOMEMADE HICKORY SMOKED THICK CUT BACON AND HOMEMADE RANCH ON BRIOCHE

## VEGETARIAN

**BBQ PULLED SHROOM** \$11  
VEGETARIAN TWIST ON A CLASSIC! PULLED SMOKED BLUE OYSTER MUSHROOMS, HOMEMADE SWEET PICKLES, AND HOMEMADE BBO SAUCE ON A TOASTED BRIOCHE BUN.

## LOADED FRIES

**BUFFALO CHICKEN RANCH LOADED FRIES** REG \$11 / LARGE \$14  
CHOPPED BUTTERMILK FRIED CHICKEN, HOMEMADE HOT SAUCE, HOMADE RANCH

**SMASHBURGER LOADED FRIE** REG \$11 / LARGE \$14  
CHOPPED SMASHED CHEESE BURGER, F.T.S SAUCE

## SIDES

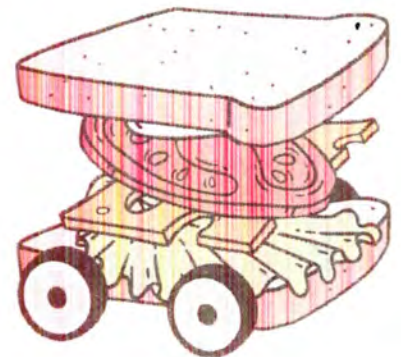
**HAND-CUT FRIES**  
COMBO SIZE 3.50  
REGULAR SIZE 5.00  
LARGE 8.00

HOME MADE SAUCES +1.00  
• HOT HONEY • F.T.S SAUCE  
• HOT SAUCE • BBO SAUCE  
• RANCH • HOT PEPPER JAM

# SCAN QR CODE TO ORDER ONLINE



OR VISIT OUR WEBSITE  
[FARMTOSANDWICHTRUCK.COM](http://FARMTOSANDWICHTRUCK.COM)  
/ONLINE-ORDERING



[FARMTOSANDWICHTRUCK.COM](http://FARMTOSANDWICHTRUCK.COM)



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



Phone: (401) 574 8955  
 TTY: Via 711  
 Fax: (401) 574 8914  
 Email: [Tax.Excise@tax.rigov](mailto:Tax.Excise@tax.rigov)

FARM TO SANDWICH LLC  
 14 ABBOTT ST  
 CRANSTON, RI 02920 1855

State of Rhode Island  
 DIVISION OF TAXATION

RETAIL SALES PERMIT

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



ID: 2-1784-1824

ISSUED TO:  
 FARM TO SANDWICH LLC  
 14 ABBOTT ST  
 CRANSTON, RI 02920-1855

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

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

NEENA S. SAVAGE  
 TAX ADMINISTRATOR



DATE ISSUED: 06/16/2023



State of Rhode Island  
**Department of Health**

**FARM TO SANDWICH LLC**

Address Information

9 DROWNE ST  
 CRANSTON RI 02905

License Information

<b>License No:</b>	FSV34346	<b>Profession:</b>	Food Service	<b>License Type:</b>	Mobile Food Service
<b>License Status:</b>	Active	<b>Issue Date:</b>	9/18/2020	<b>Expiration Date:</b>	4/30/2025
<b>Secondary License Type:</b>	Year Round/Truck				

Specialty Information

No Specialty Information

Disciplinary Action

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

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

**CLOSE THIS WINDOW TO RETURN TO THE SEARCH RESULTS.**



# Memorandum

**DATE:** June 12, 2024

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** New Victualling Only License for Smithfield Pizza House, LLC d/b/a “Smithfield Pizza House” for the June 18<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Smithfield Pizza House, LLC d/b/a “Smithfield Pizza House”, has applied for a new Victualling Only License for their business located at 345 Waterman Avenue, Unit C.

## **TOWN REVENUE:**

Fee for a Victualling License is \$50.00 per year

## **SUPPORTING DOCUMENTS:**

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

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve a new Victualling Only License for Smithfield Pizza House, LLC d/b/a “Smithfield Pizza House”, 345 Waterman Avenue, Unit C as applied, subject to compliance with all State regulations, local ordinances, a Certificate of Occupancy and final approval from the RI Department of Health.

300-7062

TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: \$50.00

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 5-30-24

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

Name of Applicant: Carolyn Keith A Stiles

Date of Birth: 5/10/1966

Resident Address: 298 Old County Rd

Business Address: 345 Waterman Ave - Unit C

Operating Under Trade Name of: Smith Field Pizza House

Resident Telephone: 401-300-7062 Business Telephone: 401-300-7062

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

Name: Carolyn Stiles Address: 298 Old County Title: \_\_\_\_\_ DOB: 12/27/1959

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Describe operation of business: pizza shop

Requested Hours of Operation: 12 p.m - 9 p.m

Signature of Applicant: [Signature] Title: X

Applies to business establishments only:

In case of emergency/person to contact

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

For Official Use Only

Police Chief: X [Signature]

Fire Chief: X [Signature]

Building Official: X SIGNATURE NOT REQUIRED

Owner of premises: X [Signature]

RI Dept. of Health: X

At a meeting of the Smithfield Town Council, held on 6/18/24

the above stated application was:

( ) Approved ( ) Denied

License #: 161 Date Issued: \_\_\_\_\_

300-7062

FEE: \$50.00

# TOWN OF SMITHFIELD OFFICE OF THE TOWN CLERK LICENSE APPLICATION

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

Date of Application: 11/31/24

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

Name of Applicant: Carolyn Keith A Stiles

Date of Birth: 5/10/1966

Resident Address: 298 Old County Rd

Business Address: 345 Waterman Ave

Operating Under Trade Name of: Smithfield Pizza House

Resident Telephone: 401-300-7062 Business Telephone: 401-300-7062

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

Name: Carolyn Stiles Address: 298 Old County Title: \_\_\_\_\_ DOB: 12/27/1966

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Describe operation of business: PIZZA SHOP

Requested Hours of Operation: 12 p.m. - 9 p.m.

Signature of Applicant: [Signature] Title: Proprietor

Applies to business establishments only:

### In case of emergency/person to contact

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### For Official Use Only

Police Chief:  [Signature] Fire Chief:  \_\_\_\_\_

Building Official:  SIGNATURE NOT REQUIRED Owner of premises:  \_\_\_\_\_

RI Dept. of Health:  \_\_\_\_\_

At a meeting of the Smithfield Town Council, held on 6/18/24 the above stated application was:

( ) Approved ( ) Denied License #: 101 Date Issued: \_\_\_\_\_

300-7062

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



**POLICE CLEARANCE REPORT FOR LICENSE APPLICATION**

DATE: \_\_\_\_\_

1. NAME OF CANDIDATE: (PRINT)

Stiles Keith Adam  
LAST FIRST MIDDLE

MAIDEN NAME

5-10-1966 Providence

2. DATE OF BIRTH

298 Old County Rd Smithfield

3. PLACE OF BIRTH

Smithfield Pizza House

4. CURRENT ADDRESS

Pizza Shop

5. NAME OF BUSINESS

345 Waterman Ave Smithfield

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

401-300-7062  
9. BUSINESS PHONE

401-300-7062  
10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>7/2003</u>	<u>Present</u>	<u>298 Old County</u>	<u>Smithfield, RI</u>
<u>1996</u>	<u>7/2003</u>	<u>12 Howard Ave</u>	<u>No Providence</u>

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

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

13. List below two (2) character references

- |                          |   |                     |
|--------------------------|---|---------------------|
| 1. <u>Dennis Bonollo</u> | <u>1285 Hartford Ave Unit 30 Johnston</u> | <u>401-368-1466</u> |
| NAME                     | ADDRESS                                   | PHONE               |
| 2. <u>Paul Kavaliee</u>  | <u>248 Beach St Wrentham Ma</u>           | <u>508-962-1683</u> |
| NAME                     | ADDRESS                                   | PHONE               |

CANDIDATE'S SIGNATURE: \_\_\_\_\_

Witness: \_\_\_\_\_

300-7062

SMITHFIELD POLICE DEPART  
215 Pleasant View Avenue, Smithfield  
(401-231-2500)



**POLICE CLEARANCE REPORT FOR  
LICENSE APPLICATION**

DATE: \_\_\_\_\_

1. NAME OF CANDIDATE: (PRINT)

Stiles Carolyn  
LAST FIRST MIDDLE

miernucki  
MAIDEN NAME  
12-27-1959

2. DATE OF BIRTH  
298 Old County Rd Smithfield

3. PLACE OF BIRTH  
New Haven, CT  
Smithfield Pizza House

4. CURRENT ADDRESS  
Pizza Shop

5. NAME OF BUSINESS  
345 Waterman Ave Smithfield

6. TYPE OF BUSINESS  
  
8. IS BUSINESS INCORPORATED

7. BUSINESS ADDRESS  
  
IF SO, LIST OFFICERS

401-300-7062  
9. BUSINESS PHONE

401-255-4852  
10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>7/2003</u>	<u>Present</u>	<u>298 Old County</u>	<u>Smithfield, RI</u>
<u>1996</u>	<u>7/2003</u>	<u>12 Howard Av</u>	<u>Providence RI</u>

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

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

13. List below two (2) character references

- |                         |                                   |                     |
|-------------------------|-----------------------------------|---------------------|
| 1. <u>Mary Townsend</u> | <u>12 Airport Rd Coventry</u>     | <u>401-545-5415</u> |
| NAME                    | ADDRESS                           | PHONE               |
| 2. <u>Leora Elkins</u>  | <u>51 Norman Ave Pawtucket RI</u> | <u>401-947-7542</u> |
| NAME                    | ADDRESS                           | PHONE               |

CANDIDATE'S SIGNATURE: \_\_\_\_\_ Witness: \_\_\_\_\_





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



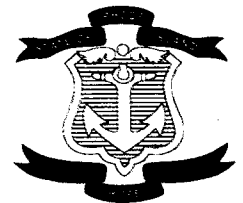
Phone: (401) 574-8955  
 TTY Via 711  
 Fax: (401) 574-8914  
 Email: Tax.Excise@tax.ri.gov

SMITHFIELD PIZZA HOUSE LLC  
 298 OLD COUNTY ROAD  
 SMITHFIELD, RI 02917

State of Rhode Island  
 DIVISION OF TAXATION

RETAIL SALES PERMIT

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



ID: 2-5733-8446

ISSUED TO:

SMITHFIELD PIZZA HOUSE LLC  
 345 WATERMAN AVENUE UNIT C  
 SMITHFIELD, RI 02917

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

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

NEENA S. SAVAGE  
 TAX ADMINISTRATOR

DATE ISSUED: 05/29/2024



# Memorandum

**DATE:** June 12, 2024

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm”, for the June 18<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

Blackbird Farm, LLC d/b/a “Blackbird Farm” has applied for a Sidewalk Sales License to hold a Farmer’s Market, every Sunday beginning June 23, 2024 through September 29, 2024 from 10:00 a.m. to 2:00 p.m., on property located at 660 Douglas Pike. In accordance with 347-7 of the Town Ordinance, a Sidewalk Sales License is required as the commercial use of produce grown elsewhere that shall take place.

## **TOWN REVENUE:**

The cost for a Sidewalk Sales License is \$25 per year.

## **SUPPORTING DOCUMENTS:**

Copy of license application  
Copy of BCI – No Record  
Letter of explanation  
Drawing of the location of the Farmer’s Market including customer parking

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve a new Sidewalk Sales License for Blackbird Farm, LLC d/b/a “Blackbird Farm”, to hold a Farmer’s Market every Sunday beginning June 23, 2024 through September 29, 2024, with the hours of operation to be from 10:00 a.m. to 2:00 p.m., at property located at

660 Douglas Pike, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: \$25.00

No Disqualifying  
Record  
  
Chief of Police

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 6-18-24

Type of License: Sidewalk Sales Check One:

New  ) Renewal  Amended

Name of Applicant: Black Bird Farm

Date of Birth: \_\_\_\_\_

Resident Address: 122 Limerock Rd

Business Address: 122 Limerock Rd

Operating Under Trade Name of: Smithfield RI

Resident Telephone: 401-578-3959 Business Telephone: 401-232-2495

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Title: \_\_\_\_\_ DOB: \_\_\_\_\_

Describe operation of business: \_\_\_\_\_

Requested Hours of Operation: \_\_\_\_\_

Signature of Applicant: Kevin Bartholme Title: owner

Applies to business establishments only:

In case of emergency/person to contact

Name: Kevin Bartholme Address: 122 Limerock Rd Phone: 401-742-6990

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

For Official Use Only

Police Chief:  [Signature] SIGNATURE NOT REQUIRED

Fire Chief:  only if tents are being used/setup

Building Official:  SIGNATURE NOT REQUIRED

Owner of premises:  Kevin Bartholme

RI Dept. of Health:  SIGNATURE NOT REQUIRED

At a meeting of the Smithfield Town Council, held on 6/18/24

the above stated application was:

( ) Approved ( ) Denied

License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

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

**POLICE CLEARANCE REPORT FOR**  
**LICENSE APPLICATION**

DATE: 6.12.24

1. NAME OF CANDIDATE: (PRINT)

Bothillde Ann Marie \_\_\_\_\_  
 LAST FIRST MIDDLE

MAIDEN NAME

12-10-1963

2. DATE OF BIRTH

122 Limerock Rd

4. CURRENT ADDRESS

Farm

6. TYPE OF BUSINESS

IS a LLC

8. IS BUSINESS INCORPORATED

Providence

3. PLACE OF BIRTH

Black Bird Farm

5. NAME OF BUSINESS

122 Limerock Rd

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

401-578-3959

9. BUSINESS PHONE

401-578-3959

10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State

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

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

\_\_\_\_\_

13. List below two (2) character references

1. John Mauro Mowry Rd Burrville 401-710-7995  
 NAME ADDRESS PHONE

2. Ted Powers Smithfield 401-263-8047  
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE:

Ann Marie Bothillde

Witness:

[Signature]



**Blackbird Farm Farmers Market**

Sundays 10 a.m. – 2 p.m., June 23 through September 29th  
660 Douglas Pike, Smithfield, RI 02917

We host an annual farmers market produced by Eat Drink RI at our Farm Stand & Ice Cream Trailer location. The 2024 farmers market will take place every Sunday from 10 a.m. – 2 p.m. from June 23 through September 29, (weather permitting). Follow Eat Drink RI and Blackbird Farm on Facebook for Market updates and any possible weather cancellations.

Farmers markets are for people from all walks of life and all ages who share a common belief that farmers and local producers are a vital part of our community. This market will support the local food economy, showcase a wide variety of products and tap into a region of the state that doesn't offer an extensive outdoor market other than ours. The Blackbird Farm Farmers Market will support local farmers and producers, improve access to fresh fruits, vegetables and other farm products, encourage sustainability, and educate the community on the importance of local foods.

**Vendors:**

Angell Farm  
Beautiful Day  
Blackbird Farm  
NEC Solar  
Pure Haven by Alana  
Renewal by Anderson  
Treats By The Beach  
Sue-Bee Honey (alternating weeks)  
Deb Brodie Honey (alternating weeks)

Limerock Road

Douglas Pike

entrance

more parking

Ice Cream & Lobster Cart

Farm Stand

portapotty & handwashing

customer parking

8 7 6 5 4 3 2 1  
vendor parking

- 1 Beautiful Day
- 2 Treats by the Beach
- 3 NEC Solar
- 4 Sue-Bee Honey or Deb Brodie
- 5 Renewal by Anderson of Southern NE
- 6 Angell Farm
- 7 Pure Haven by Alana
- 8 non-profit spot



# Memorandum

**DATE:** June 12, 2024

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Temporary Extension of a licensed premises for the Smithfield Sportsman’s Club for the June 18<sup>th</sup> Town Council Meeting

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## **BACKGROUND:**

The Smithfield Sportsman’s Club has applied for a temporary extension of their Class D (Full Privilege) licensed premises to include the club’s parking lot for their annual “Field Day”, to be held on Sunday, September 15, 2024 from 9:00 a.m. to 8:00 p.m. Rain date will be Sunday, September 22, 2024.

## **TOWN REVENUE:**

No fee is required for the extension of a Liquor License on prior licensed premises.

## **SUPPORTING DOCUMENTS:**

Copy of License Application  
Copy of BCI – No Record  
Copy of Letter of Explanation  
Copy of TIP cards  
Drawing of event area

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the temporary extension of a Class D (Full Privilege) licensed premises for the Smithfield Sportsman’s Club, to include its parking lot located at 14 Walter Carey Road, for their Annual “Field Day” on Sunday, September 15, 2024, from 9:00 a.m. to 8:00 p.m., as applied, subject to compliance with all State regulations, local ordinances, and conditional upon the standard alcohol/crowd control agreement with the Smithfield Police Department. Rain date will be Sunday, September 22, 2024.



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

FEE: ~~550.00~~ NO FEE

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information

Extension of a Class D  
Full Priv. License

Date of Application: June 1 2024

Type of License: Virtualing

License Application Status: Renewal

Name of Applicant: Jonathan Hirons – President

Date of Birth: 10/27/1968

Resident Address: PO Box 386  
Greenville RI 02828

Business Address: 14 Walter Carey Road  
Smithfield RI 02917

Map: 51  
Lot: 46

Corporation Name: Smithfield Sportsman's Club, Inc.

Resident Telephone:

Business Telephone: (401) 231-9883

Operating Under

Trade Name of: Smithfield Sportsman's Club

Corr. Secretary	Ron Jacob	5 Pine Ct. RI 02828	401-949-5752
Director	Robert Dionne	19 East Prospect St RI 02917	401-742-6461
Director	Wayne Charboneau	50 Comac St Pawtucket	401-339-0765
Director	Ralph Amato	38 Newman Ave RI 02919	401-232-5823
Director	James Bell	168 Ridge Rd 02917	401-632-1722
Director	Butch Simoneau	17 Connors Farm Rd 02917	401-837-6328
Director	Charles Sutton	10 Eleanor Dr Coventry	401-644-9672
Director	Mike Pezza	92 Irons Ave Johnston RI	401-640-3009
Director	John Johnson	121 Pinehill Av Johnston	401-749-2553
Director	Carl Lisa	8 Oakwood Cir RI 02828	401-524-7147
Secretary	Sandra Davis	19 Burgess Drive RI 02886	401-739-8325
Treasurer	William Moore	35 Boulevard Av RI 02865	401-480-8930
Vice President	Timothy Yuettner	28 Versailles St RI 02920	401-952-8583
Asst. Treasurer	Richard Hennessey	22 Burlingame Rd Smfld.	401-300-1113

For Official Use Only

Police Chief: X 

Fire Chief: SIGNATURE NOT REQUIRED

Building Official: SIGNATURE NOT REQUIRED

Owner of Premises: X Jonathan Hirons

RI Dept. of Health: SIGNATURE NOT REQUIRED

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

( ) Approved      ( ) Denied      License# \_\_\_\_\_      Date Issued: \_\_\_\_\_

TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: ~~250.00~~

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

Describe Operation of Business:

Required to fill requested Monday - Sunday 6:00 a.m. - 1:00 a.m.  
Hours of Operation:

Signature of Applicant: x Jonathan Hiron Title: x President

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Timothy Yuettner

Address: 28 Versailles St., Cranston, RI 02920

Telephone: (401) 952-8583

Name: Jonathan Hiron

Address: 62 Hagerstown Road, Warwick, RI

Telephone: (401) 374-9276

For Official Use Only

Police Chief: x [Signature]

Fire Chief: SIGNATURE NOT REQUIRED

Building Official: SIGNATURE NOT REQUIRED

Owner of Premises: x Jonathan Hiron

RI Dept. of Health: SIGNATURE NOT REQUIRED

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

( ) Approved ( ) Denied

License# \_\_\_\_\_

Date Issued: \_\_\_\_\_

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



**POLICE CLEARANCE REPORT FOR LICENSE APPLICATION**

DATE: JUNE 1, 2024

1. NAME OF CANDIDATE: (PRINT)

DAVIS SANDRA A.  
 LAST FIRST MIDDLE

ROACH  
 MAIDEN NAME

6-4-1951  
 2. DATE OF BIRTH

PROVIDENCE  
 3. PLACE OF BIRTH

19 BURGESS DR. WARWICK  
 4. CURRENT ADDRESS

- N/A  
 5. NAME OF BUSINESS

- N/A  
 6. TYPE OF BUSINESS

- N/A  
 7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

NONE  
 9. BUSINESS PHONE

401-447-1894  
 10. HOME PHONE

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

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
<u>1977</u>	<u>PRESENT</u>	<u>19 BURGESS DR.</u>	<u>WARWICK RI</u>
<u>1970</u>	<u>1977</u>	<u>10A STANDARD AVE.</u>	<u>WARWICK RI</u>

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

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

13. List below two (2) character references
- |                         |                   |                     |
|-------------------------|-------------------|---------------------|
| NAME                    | ADDRESS           | PHONE               |
| <u>CHARIS PARENTEAU</u> | <u>WARWICK RI</u> | <u>401-219-0048</u> |
  - |                      |                   |                     |
|----------------------|-------------------|---------------------|
| NAME                 | ADDRESS           | PHONE               |
| <u>ASHLEY LAYOIE</u> | <u>WARWICK RI</u> | <u>401-258-7953</u> |

CANDIDATE'S SIGNATURE: Sandra Davis Witness: Ron Malpol



**The Smithfield Sportsman's Club, Inc.**  
**Member Federated Rhode Island Sportsmen's Clubs**

P.O. Box 386 Greenville, R.I. 02828

June 1, 2024

Lyn Antonuccio, Town Clerk  
Smithfield Town Hall  
Smithfield, RI 02917

Ref: Smithfield Sportsman's Club Annual Field Day

The Smithfield Sportsman's Club will be holding our annual field day on Sunday, September 15, 2024. The event will run from 9:00 am to 8:00 pm. A rain date will be on Sunday, September 22, 2024.

We will be requesting an extension of our current liquor license since we will be having an outdoor bar at this event. You may contact me at any time at 401-447-1394 with any questions.

Respectfully,

A handwritten signature in blue ink that reads "Sandra Davis". The signature is written in a cursive, flowing style.

Sandra Davis  
Smithfield Sportsman's Secretary



**The Smithfield Sportsman's Club, Inc.**  
**Member Federated Rhode Island Sportsmen's Clubs**

P.O. Box 386 Greenville, R.I. 02828

June 1, 2024

TO: Smithfield Police Department  
ATTN: Detail Officer

SUBJECT: On-Duty Officers for Annual Field Day

Dear Sirs:

Our organization is requesting two (2) officers be present from 12:00 noon until 6:00 pm for our annual field day to be held on Sunday September 15, 2024. If you have any questions feel free to call me at 401-447-1394 anytime. There will be a follow up on this request two weeks prior to field day.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Davis". The signature is fluid and cursive.

Sandra Davis  
Field Day Committee



## Frank J. Faubert

- Training Servers of Alcohol
- Server Training Specialist
- Consulting Services Available

89 Redwood Drive  
 Cranston, RI 02920-5914  
 Office: 401.943.5454  
 Fax: 401.946.4121  
 Cell: 401.419.6222

SERVER TRAINING ON PREMISE

[fjfaubert@hotmail.com](mailto:fjfaubert@hotmail.com)

[www.stoptraining.com](http://www.stoptraining.com)

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.



Issued: 03/21/2024  
 Code: 2024 - 060  
 Name:

Craig A. Mancini  
 56 Turner Avenue  
 Cranston, RI 02920

SERVER TRAINING ON PREMISE

Expiration Date: 03/21/2027

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.



Issued: 03/21/2024  
 Code: 2024 - 060  
 Name:

Jonathan G. Hirons  
 62 Hagerstown Road  
 Warwick, RI 02886

SERVER TRAINING ON PREMISE

Expiration Date: 03/21/2027

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.



Issued: 03/21/2024  
 Code: 2024 - 060  
 Name:

Charlene J. Mancini  
 56 Turner Avenue  
 Cranston, RI 02920

SERVER TRAINING ON PREMISE

Expiration Date: 03/21/2027

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.



Issued: 03/21/2024  
 Code: 2024 - 060  
 Name:

Robert A. Dionne  
 64 Sugar Hill Road  
 Easton, NH 03580

SERVER TRAINING ON PREMISE

Expiration Date: 03/21/2027

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.



Issued: 03/21/2024  
 Code: 2024 - 060  
 Name:

Robert R. Peters  
 14 Sweet Road  
 Smithfield, RI 02917

SERVER TRAINING ON PREMISE

Expiration Date: 03/21/2027

Instructor: Frank J. Faubert 401-943-5454

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.



Issued: 03/21/2024  
 Code: 2024 - 060  
 Name:

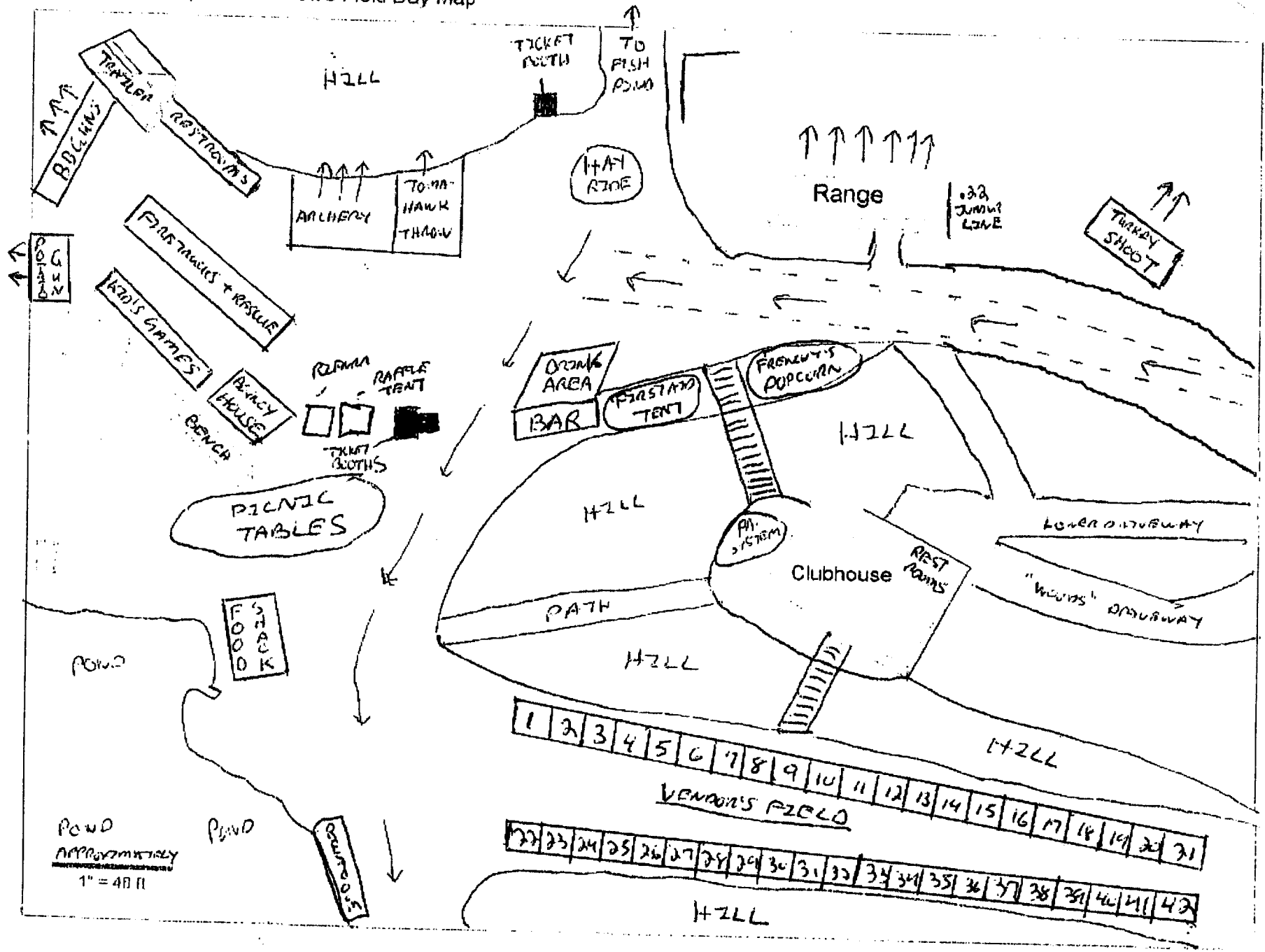
David A. Farrar  
 44 Smith Street  
 Greenville, RI 02828

SERVER TRAINING ON PREMISE

Expiration Date: 03/21/2027

Instructor: Frank J. Faubert 401-943-5454

# Smithfield Sportsman's Club Field Day Map





# memorandum

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**DATE:** June 14, 2024

**TO:** The Honorable Smithfield Town Council

**FROM:** Randy R. Rossi, Town Manager

**RE:** **Appropriation and Tax Levy Resolution for the Fiscal Year Ending June 30, 2025**

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Based on section C-5.09 of the Town Charter, Appropriation and Revenue Resolutions, the Smithfield Town Council is required to adopt the following resolutions associated with the budget process.

- C-5.09. Appropriation and Revenue Resolutions

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

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

Passage of these resolutions will meet Charter requirements and formally impose the Fiscal Year 2024-2025 Operating Budget.

**Motion:**

That the Smithfield Town Council hereby moves passage of the Appropriation and Tax Levy Resolution for the Fiscal Year Ending June 30, 2025.



**APPROPRIATION AND TAX LEVY RESOLUTION  
FISCAL YEAR ENDING JUNE 30, 2025**

**TOWN OF SMITHFIELD, RHODE ISLAND**

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD  
as follows:**

**WHEREAS**, the Smithfield Town Council voted to adopt a budget and impose a tax at a Smithfield Town Council Meeting legally assembled on the eighteenth (18<sup>th</sup>) day of June, AD, 2024, as follows:

---

BUILDING OFFICIAL'S OFFICE

The sum of \$ 507,751 is appropriated for the Building Official's Office.

These funds to be expended under the direction of the Town Council.

---

TREASURER-TAX COLLECTOR

The sum of \$ 745,931 is appropriated for the Treasurer-Tax Collector's Office, including an amount sufficient estimated at \$ 45,000 for Tax Sale and Expenses.

These funds to be expended under the direction of the Town Council.

---

TAX ASSESSOR'S OFFICE

The sum of \$ 327,842 is appropriated for the Tax Assessor's Office.

These funds to be expended under the direction of the Town Council.

---

FIRE DEPARTMENT

The sum of \$ 12,244,973 is appropriated for the Fire Department.

These funds to be expended under the direction of the Town Council.

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SMITHFIELD PUBLIC LIBRARIES

The sum of \$ 1,560,039 is appropriated for the Smithfield Public Libraries. Of this total appropriation, \$ 618,189 is currently allocated for the operation of the East Smithfield Library and an amount of \$ 941,850 is currently allocated for the operation of the Greenville Public Library, distributed on a monthly basis. MOTION also includes the requirement that the libraries must file with the Town Finance Director on or before September 30, 2024, a complete financial statement for Fiscal Year 2023-2024, starting with the balance shown on the last statement rendered.

Such sum to be expended under the direction of the Town Council.

---

SENIOR CENTER

The sum of \$ 527,509 is appropriated for the Senior Center.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024 in Dues and Conferences for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

EAST SMITHFIELD  
NEIGHBORHOOD CENTER

The sum of \$ 6,465 is appropriated for the East Smithfield Neighborhood Center.

Such sum to be expended under the direction of the Town Council.

---

PLANNING AND ECONOMIC DEVELOPMENT

The sum of \$ 242,740 is appropriated for the Planning and Economic Development Office.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024 in Office Expenses for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

POLICE DEPARTMENT

The sum of \$ 10,102,774 is appropriated for the Police Department.

These funds to be expended under the direction of the Town Council.

---

ANIMAL CONTROL

The sum of \$ 252,927 is appropriated for the Animal Control Division.

These funds to be expended under the direction of the Town Council.

---

PUBLIC WORKS - Operations

The sum of \$ 2,653,806 is appropriated for the Operations Budget of the Public Works Department.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024, for Supplies and Equipment Maintenance for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

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PUBLIC WORKS - Special Projects

The sum of \$ 3,329,183 is appropriated for the Special Projects Budget of the Public Works Department, including amounts sufficient estimated at \$ 100,000 for Highway Drainage; \$ 903,302 for Highway Resurfacing; \$ 25,000 for Sidewalk Improvements; \$ 340,000 for Hydrant Services; \$ 200,000 for Street Lights; \$ 378,000 for Sanitary Landfill; and \$ 1,382,881 for Rubbish & Garbage Collection.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024, for Highway Drainage, Highway Resurfacing, Hydrant Services, and Sanitary Landfill for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

PARKS AND RECREATION DEPARTMENT

The sum of \$ 1,026,947 is appropriated for the Parks and Recreation Department.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024 in Supplies and Maintenance for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

TOWN ENGINEER'S OFFICE

The sum of \$ 415,855 is appropriated for the Town Engineer's Office, including an amount sufficient estimated at \$ 15,000 for Engineering Services.

MOTION also includes the re-appropriation of the unexpended balance as of June 30, 2024 in Engineering Services for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

SCHOOL DEPARTMENT

The sum of \$ 44,687,865 be appropriated for the Smithfield Public Schools being made up of \$ 34,278,069 in Town Appropriation and Anticipated Revenues in the amount of \$ 10,409,796, including the Town's proportionate share of Retirement Fund for the School Department. Any additional state or federal education aid which increases the amount of monies available for the Smithfield School Department for Fiscal Year 2025, that becomes available after the passage of the Smithfield Town Budget, shall be directed over to the School Department for Fiscal Year 2025. Any decrease in Anticipated Revenues for the School Department for Fiscal Year 2025 shall result in a corresponding decrease in the Overall Total Appropriation for the School Department for Fiscal Year 2025. In accordance with General Laws 9-1-31.1, the stipends for School Committee members are to be calculated on a per diem basis.

Any general operations amount included in the total appropriated sum of \$ 44,687,865 is to be expended under the direction of the School Committee and any capital improvement amount is to be expended under the direction of the School Committee.

---

TOWN CLERK'S OFFICE

The sum of \$ 424,909 is appropriated for the Town Clerk's Office, including an amount sufficient estimated at \$ 25,300 for Miscellaneous.

These funds to be expended under the direction of the Town Council.

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TOWN MANAGER'S OFFICE

The sum of \$ 589,558 is appropriated for the Town Manager's Office.

These funds to be expended under the direction of the Town Council.

---

TOWN HALL

The sum of \$ 170,205 is appropriated for Town Hall, including an amount sufficient estimated at \$ 45,800 for Office Expenses.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024 in Building Maintenance & Supplies and Office Expenses for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

HUMAN SERVICES

The sum of \$ 10,825 is appropriated for Human Services.

Such sum to be expended under the direction of the Town Council.

---

EMERGENCY  
MANAGEMENT AGENCY

The sum of \$ 122,483 is appropriated for the Emergency Management Agency.

Motion also includes the re-appropriation of the unexpended balances as of June 30, 2024 for Supplies and Maintenance, Office Expenses, and Miscellaneous for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

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LEGISLATIVE and  
POLICY DIRECTION

The sum of \$ 601,384 is appropriated for Legislative and Policy Direction, including amounts sufficient estimated at \$ 48,000 for Advertising, \$ 400,000 for Legal Fees, and \$ 12,000 for Miscellaneous. In accordance with General Laws 9-1-31.1, the stipends for Town Council members are to be calculated on a per diem basis.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024 in Rezoning/Comprehensive Community Plan and Contingency for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

TOWN-AIDED PROGRAMS

The sum of \$ 64,100 is appropriated for the Town-Aided Programs as indicated and further MOVE that Well One, Tri-County Community Action Agency and any other agency that the Town deems appropriate shall file with the Town Finance Director on or before November 30, 2024 a complete financial statement for the period beginning July 1, 2023 or the date of the last such statement, whichever is later, and ending one (1) year later.

MOTION also includes that all disbursements will be on a quarterly basis.

This sum to be expended under the direction of the Town Council.

---

BOARDS AND COMMISSIONS

The sum of \$ 110,681 is appropriated for Boards and Commissions including an amount sufficient estimated at \$ 50,676 for the Board of Canvassers.

These funds to be expended under the direction of the Town Council.

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SYSTEM-WIDE  
MUNICIPAL OBLIGATIONS

The sum of \$ 3,295,562 is appropriated for System-Wide Municipal Obligations, including an amount sufficient estimated at \$ 15,000 for Unemployment Compensation; \$ 1,021,286 for Health Insurance; \$ 60,000 for Retirement; Commit up to the first \$ 50,000 of Telephone Tax revenue collected to the Retirement Escrow account to be used for accumulated time cash outs; Commit up to the next \$ 65,000 of Telephone Tax revenue collected to the Revaluation Escrow account to be used for future tax revaluation updates; Commit up to the first \$ 100,000 of Hotel and Meal Tax revenue collected to the Municipal Escrow account to be used for unanticipated projects and expenditures; \$ 969,292 for Insurance Premiums; \$ 63,000 for Financial Audit; \$ 232,000 for Computer Expenses; \$ 1,200 for Sewer Expenses; \$ 36,000 for Postage; \$ 350,000 for Postemployment Escrow.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024 in Computer Expenses, and Sewer Expenses for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

---

MUNICIPAL DEBT SERVICE

Debt Service Motion

The sum of \$ 5,508,389 is appropriated for Municipal Debt Service, Principal and Interest, as indicated, to be paid by the Town Finance Director when due. MOTION includes amounts sufficient estimated at \$ 3,755,000 for Principal due on Bonds and Notes; \$ 1,753,389 for Interest due on Bonds and Notes; and \$ 5,508,389 for the aggregate amount of Debt Service due for Fiscal Year 2024-2025.

MOTION also includes the re-appropriation of the unexpended balances as of June 30, 2024 for the Principal Due on Bonds and Notes and the Interest Due on Bonds and Notes for Fiscal Year 2024-2025.

These funds to be expended under the direction of the Town Council.

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MUNICIPAL CAPITAL IMPROVEMENTS

Capital Improvements Motion

The sum of \$ 2,070,440 is appropriated for Municipal Capital Improvement Projects as indicated.

MOTION includes the sum of \$ 400,000 for the School Capital Reserve Fund.

MOTION also includes the re-appropriation of unexpended balances as of June 30, 2024 in the Fire Department, Police Department, Public Works Department, and Legislative and Policy.

These funds to be expended under the direction of the Town Council.

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CAPITAL RESERVE FUND & CAPITAL LAND TRUST RESERVE FUND

The sum of \$ 450,000 is appropriated from the Capital Reserve Fund and the sum of \$ -0- is appropriated from the Capital Land Trust Reserve Fund.

These funds to be expended under the direction of the Town Council

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# ENTERPRISE FUNDS

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## SMITHFIELD SEWER AUTHORITY

The sum of \$ 4,022,142 is appropriated for the Town of Smithfield Sewer Authority, including the amount of \$ 520,000 for capital improvement expenditures.

These funds to be expended under the direction of the Town Council.

The Smithfield Sewer Authority operational and capital budget for Fiscal Year 2025 reflects a user fee per unit of no more than \$425.00 plus the Applicable Industrial Pretreatment Program Charge.

---

## SMITHFIELD WATER DEPARTMENT

The sum of \$ 2,303,337 is appropriated for the Town of Smithfield Water Department, including the amount of \$ 50,000 for capital improvement expenditures.

These funds to be expended under the direction of the Town Council.

---

## SMITHFIELD ICE RINK

The sum of \$ 989,541 is appropriated for the Town of Smithfield Ice Rink Department, including the amount of \$ 225,000 for capital improvement expenditures.

These funds to be expended under the direction of the Town Council.

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# *MISCELLANEOUS MOTIONS (MM)*

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(General Fund)

## MM-1

RESOLVED: THAT the unexpended balance in all appropriations, excepting the School Appropriation and all Escrow Accounts, at the close of the Fiscal Year on June 30, 2024, revert to the General Fund in the Town Treasury, if not re-appropriated, providing that outstanding obligations do not exist.

If outstanding obligations against any and all appropriations for Fiscal Year 2023-2024 exist at the close of the Fiscal Year, the amounts to revert to the General Fund shall be the balance of funds remaining after all obligations against the appropriation or appropriations have been paid and charged against the proper appropriation or appropriations.

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(Publication of Annual Listing  
of Delinquent Taxes)

## MM-2

RESOLVED: THAT IN ORDER to facilitate the collection of unpaid taxes, the Tax Collector shall prepare a list of names of all taxpayers whose taxes are unpaid as of July 1, 2024, for the years 2014 to 2024, inclusive, together with the amount of said unpaid taxes for each of said year; and, such list shall be a public record available to anyone to see on call and/or to be published publicly at the Town Council's direction.

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(Finance Director's Authorization  
to Pay Bills)

## MM-3

RESOLVED: THAT IN ORDER to provide payment of outstanding obligations of the Town incurred during the Fiscal Year ending June 30, 2024, the Town Finance Director be and he hereby is authorized and directed, when in possession of properly approved vouchers, to charge against Fiscal Year 2023-2024 appropriations, all obligations incurred in Fiscal Year 2023-2024, regardless of when the obligation is actually paid. Consistent therewith, all agencies receiving appropriations are directed to ensure that sufficient funds are available in their respective appropriations to meet all obligations incurred during Fiscal Year 2023-2024, even if said obligations are actually paid in Fiscal Year 2024-2025.

---

MM-4

RESOLVED: THAT ALL Departments of the Town be required to approve for payment, contracted bills remaining unpaid at the end of the Fiscal Year 2023-2024, which pertain to services rendered and/or goods received on or before June 30, 2024. Said unpaid bills shall be incorporated in their annual reports for the Fiscal Year 2023-2024.

---

(Treasurer's Authorization  
to Borrow in Anticipation of Taxes)

MM-5

RESOLVED: THAT THE Town Treasurer be authorized on behalf of the Town of Smithfield, Rhode Island, to borrow, at one time or from time to time, within the Fiscal Year beginning July 1, 2024, in anticipation of the receipt of the proceeds of the annual tax assessed or to be assessed in said financial year upon the rateable property within said Town, for the purpose of providing funds for the payment of the current liabilities and expenses of said Town, as authorized by Section 45-12-4 of the General Laws, and to issue and sell therefore a negotiable note or notes of the Town of Smithfield and to renew the same, each such note or renewal note to be signed by the Town Treasurer and countersigned by the President of the Town Council and the Town Clerk, to bear such date or dates and mature at such time or times not later than one year from the date or dates thereof (or in the case of a renewal note, not later than one year from the date of the original note) as shall be determined by the Town Treasurer; said note or notes and renewal note or notes to be sold in such manner, at public or private sale, to bear interest at such a rate or rates and, subject to applicable provisions of law and of this vote, to be in such form as the Town Treasurer shall determine. Said note or notes shall bear upon their face the notation, "Issued in Anticipation of Taxes Assessed as of December 31, 2023".

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(Additional Revenues)

MM-6

RESOLVED: THAT THE Town Finance Director be and he hereby is directed to credit the appropriate Town departments or accounts, as approved by the Town Manager or higher authority, with all monies received from the State or other sources, including reimbursement for monies expended or sale of material or otherwise by said departments.

In addition, thereto, the Town Finance Director, in accordance with the directive of the Town Manager or higher authority, is instructed to apply as credit to the appropriate accounts, all revenues received from enforcement of laws enacted by local, state, or higher authorities.

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(Payment of Bills from  
Deficit Appropriations)

MM-7

RESOLVED: THAT THE Town Finance Director be, and he hereby is directed by the Town Council to issue no check or checks in payment of any bill or bills which will cause a deficit to any appropriation made and adopted by said taxpayers.

---

(Purchases in excess of  
\$10,000 require bid process)

MM-8

RESOLVED: THAT THE purchase of all equipment, materials, and supplies that may cost in excess of \$ 10,000 be advertised for competitive bidding in accordance with the Town's Purchasing Policy.

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(Escrow Fees)

MM-9

RESOLVED: THAT THE fees collected by the Smithfield Fire Department for smoke detector inspections and hazardous materials programs be collected and placed in a special escrow account entitled, "Fire Department Fees Escrow" and may be expended on behalf of the Fire Department for authorized expenditures relating to Fire Prevention. Said Escrow account shall not be subject to the transfer of the remaining unexpended balances to the General Fund at the end of each Fiscal Year and any monies remaining in the Fire Department Fees Escrow Account for FY 2023-2024 shall revert to said Escrow for Fiscal Year beginning July 1, 2024.

---

(Expenditure of Revenue Funds  
for Capital Improvements)

MM-10

RESOLVED: THAT revenues for capital expenditures in the amount of \$ 1,806,499 be appropriated for FY 2024-2025 for the capital outlays as identified by department.

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MM-11

RESOLVED: THAT THE Members of the Smithfield Town Council qualified to vote on any proposition to impose a tax on this Eighteenth (18<sup>th</sup>) day of June, AD, 2024, hereby order the levy, apportionment, and collection of a tax on the ratable real estate and tangible personal property in a sum

**Not Less than \$ 61,502,883 nor more than \$ 62,979,245**  
(= NET Budget - \$ 100,000 + Maximum Tax Levy)

Said tax to be for ordinary expenses and charges, for the payment of the interest and indebtedness in whole or in part of said Town, and for other purpose authorized by law. That the Tax Assessor, having assessed and apportioned said tax on the inhabitants and ratable property of said Town as of the thirty-first (31<sup>st</sup>) day of December, A.D. 2023 at twelve o'clock midnight, Eastern Standard Time, according to law, shall on completion of said assessment, date, certify, and sign the same and deliver to and deposit the same in the office of the Town Clerk.

And that the Town Clerk, on receipt of said assessment, shall forthwith make a copy of the same and deliver it to the Town Finance Director, who shall forthwith issue and affix to said copy a warrant under his hand, directed to the Collector of Taxes of said Town, thereby commanding him to proceed and collect said tax of the persons and estates liable therefore;

And that said tax shall be due and payable on and between the first (1<sup>st</sup>) day of September, A.D. 2024, next, and the thirtieth (30<sup>th</sup>) day of September, A.D. 2024, next;

And that all taxes remaining unpaid on said thirtieth (30<sup>th</sup>) day of September, A.D. 2024, shall carry until collected a penalty at the rate of twelve (12) percentum per annum upon such unpaid taxes.

Said tax may be paid in four (4) installments, the first installment of 25 percentum on or between the first (1<sup>st</sup>) day of September, A.D. 2024 and the thirtieth (30<sup>th</sup>) day of September, A.D. 2024, and the remaining installments as follows: 25 percentum on or between the first (1<sup>st</sup>) day of December, A.D. 2024 and the thirty-first (31<sup>st</sup>) day of December, A.D. 2024; 25 percentum on or between the first (1<sup>st</sup>) day of March, A.D. 2025 and the thirty-first (31<sup>st</sup>) day of March, A.D. 2025; 25 percentum on or between the first (1<sup>st</sup>) day of June, A.D. 2025 and the thirtieth (30<sup>th</sup>) day of June, A.D. 2025. Each installment of taxes if paid on or between the first and the last day of each installment period successively and in order shall be free from any charge for interest.

If the first installment or any succeeding installment of taxes is not paid by the last day of the respective installment period or periods as they occur, then the whole tax, or remaining unpaid balance of the tax as the case may be, shall immediately become due and payable and shall carry until collected a penalty at the rate of twelve (12) percentum per annum.

In order to obtain approval for a building permit or town license, all taxes must be paid current as of the first (1<sup>st</sup>) day of the installment period. All delinquent motor vehicle taxpayers requiring clearance

for registration renewal are required to make payment in full of all outstanding taxes, penalties in addition to the current year's taxes in the form of certified funds.

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**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with Home Rule Charter Section 5.09, the Town Council hereby makes and implements the appropriations and property tax levy and sets tax rates as follows:

Residential Real Estate: not to exceed \$14.96 per Thousand Dollars of Ratable Property.

Commercial Real Estate: not to exceed \$20.94 per Thousand Dollars of Ratable Property.

Tangible Property: not to exceed \$59.74 per Thousand Dollars of Ratable Property.

PASSED: June 18, 2024

APPROVED:

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T. Michael Lawton, President  
Smithfield Town Council

ATTEST:

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Lyn Antonuccio, Town Clerk



ROBERT W. SELTZER  
CHIEF OF DEPARTMENT

## SMITHFIELD FIRE DEPARTMENT

*"To Help People"*  
HEADQUARTERS, STATION NO. 1  
607 PUTNAM PIKE  
SMITHFIELD, RHODE ISLAND 02828  
www.smithfieldfire.com



TEL. (401) 949-1330  
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: June 11, 2024

Re: Approval of RFP for the sale of Town property owned at 321 George Washington Highway

Dear Town Council Members,

See the included RFP for the sale of Town property located at 321 George Washington Highway.

The aforementioned property was purchased by the Town for the construction of a north-end fire station. Since the cost of building such station is well beyond the approved bond for the project, the fire station building committee has pursued other options for a fire station.

The option we are presently working on is the retrofit of an existing building located at 341 George Washington Highway. The retrofit project is within our budget for the new fire station. The building will support the fire station apparatus bays and crew quarters. In addition, we will have room to move our headquarters staff and Fire Alarm office into the same building. This move alone will save us thousands of dollars in renovation costs at the Putnam Pike fire station.

The Town Manager is working with the property owner on a financial agreement for the project and I am working with Aharonian & Associates Architects on the proposed station design. We will be meeting as a Building Committee shortly to review the entire project, and then move the project forward to the Town Council for final approval.

Thank you for your consideration.

Sincerely,

Robert W. Seltzer  
Chief of Department

Motion: To approve RFP #240523 for the sale of Town property located at 321 George Washington Highway.

---

*"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."*

# *Town of Smithfield, RI*

## *Request for Proposals*



RFP # 240523

Sale of Real Estate Located at:  
321 George Washington Highway  
Smithfield, RI



*Table of contents:*

Page 1	RFP # 240523 cover sheet
Page 2	Table of Contents & Summary
Pages 3 to 6	RFP

*Summary:*

The Town of Smithfield is seeking proposals for the sale of municipal real estate located at 321 George Washington Highway Smithfield, RI. Said Location is also known as Tax Assessor's Plat 48, Lot 51 in the Town of Smithfield, RI.

**A Non Mandatory Site Visit** will be held at the 321 George Washington Highway location at 10:00AM on Wednesday, June 26, 2024.

Sealed proposals for the purchase of said property may be received at the Finance Office to the attention of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until 10:00am on Wednesday, July 24, 2024 at which time all bids will be publicly opened and read aloud.



**TOWN of SMITHFIELD**  
State of Rhode Island  
**Terms and Requirements for Proposals**

Property Location: **321 George Washington Highway**

Date and Time to be OPENED: **Wednesday, July 24, 2024 at 10:00 AM**

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

**Instructions**

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

**TOWN OF SMITHFIELD**  
State of Rhode Island

**SPECIFICATIONS**

The Town of Smithfield is offering an opportunity to acquire Town-owned property.

The Town of Smithfield (the "Town") hereby requests proposals for the sale of municipal property located at 321 George Washington Highway, Smithfield, RI (Assessors Plat 48, Lot 51) with Property ID # 6870, this is a vacant parcel roughly 2.7 acres in area and is zoned LI.

**PROPOSAL REQUIREMENTS**

- Price offered
- Proposed bidder shall indicate the intended use of the property.
- Bid Security of 10%

**INQUIRIES**

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

Carlos Santos  
Purchasing Agent  
Smithfield Town Hall  
64 Farnum Pike  
Smithfield, RI 02917  
[Csantos@smithfieldri.gov](mailto:Csantos@smithfieldri.gov)

**EVALUATION FACTORS**

The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP.

Proposal will be evaluated on the following:

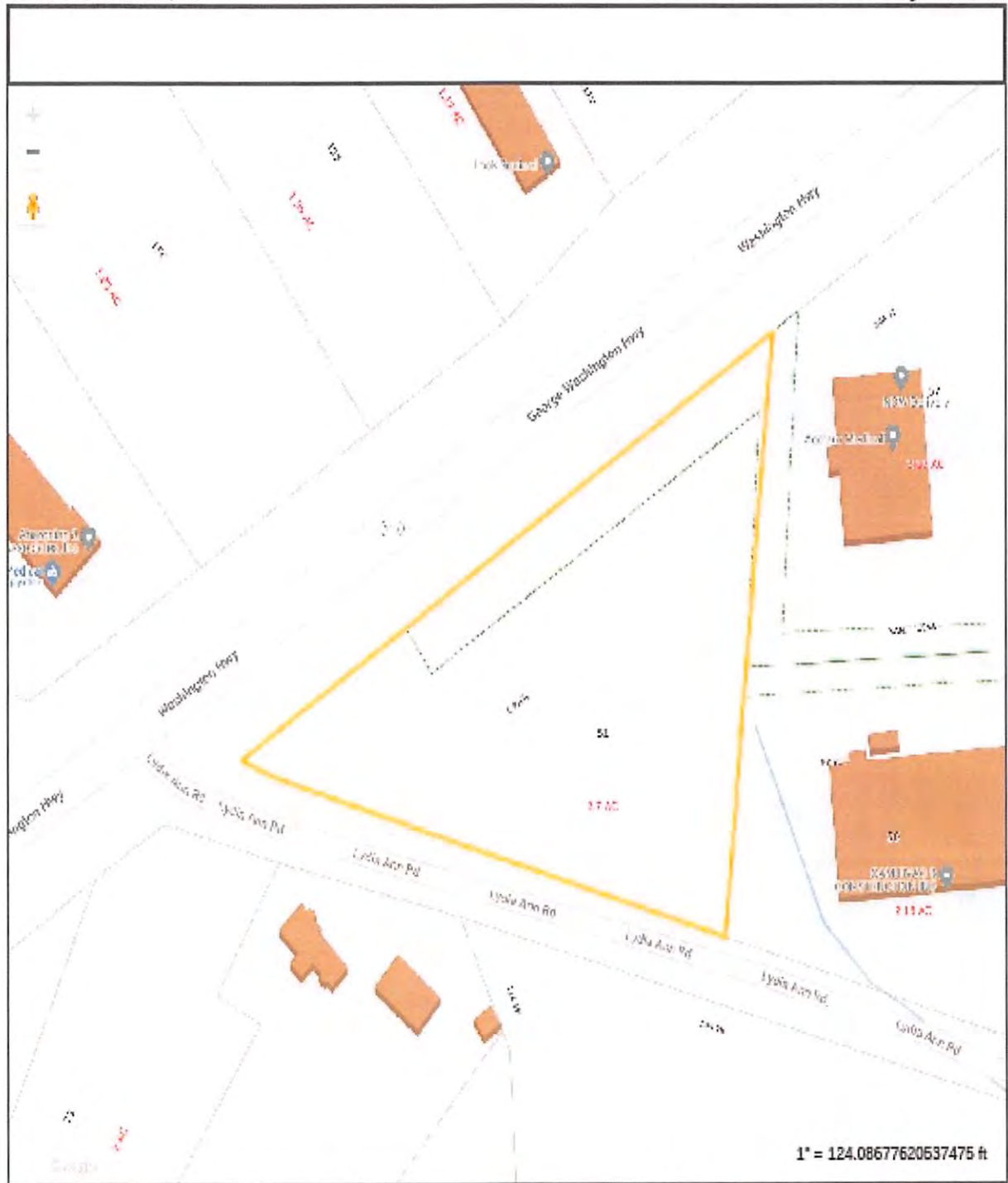
1. Proposed use of the property.
2. Responder's bid pricing.

**FINAL SELECTION**

Should the Smithfield Town Council decide to sell the parcel, it will select an offer after taking into account a recommendation of the Evaluation Committee in regards to the proposals submitted for consideration. However, the ultimate selection of a potential bidder will be in the sole discretion of the Town Council based on the best interest of the Town. If the Town Council decides to sell the property the successful bidder will be notified and contract will be drafted and executed by the parties.

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

<b>TIMELINE</b>	
<b>Request for Proposals Issued</b>	<b>June 20, 2024</b>
<b>Site Visit</b>	<b>June 26, 2024 at 10:00 AM</b>
<b>Question Due Date</b>	<b>July 10, 2024 at 4:00 PM</b>
<b>Proposal Due Date and Opening</b>	<b>July 24, 2024 at 10:00 AM</b>
<b>Town Council Meeting for potential Bid award</b>	<b>August 13, 2024 at 7:00 PM</b>



**Property Information**

Property ID 6870  
 Location 321 GEORGE WASHINGTON HWY  
 Owner TOWN OF SMITHFIELD



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

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

Geometry updated 4/10/2024  
 Data updated 4/10/2024

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



ROBERT W. SELTZER  
CHIEF OF DEPARTMENT

## SMITHFIELD FIRE DEPARTMENT

*"To Help People"*  
HEADQUARTERS, STATION NO. 1  
607 PUTNAM PIKE  
SMITHFIELD, RHODE ISLAND 02828  
www.smithfieldfire.com



TEL. (401) 949-1330  
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: June 11, 2024

Re: RFP #042324 Medical Billing Service Award Recommendation

Dear Town Council Members,

Bids were accepted for RFP #042324, Medical Billing Service – three (3) year term. Four (4) medical billing companies responded to the RFP.

A Bid Tabulation form is include with this memo which shows the billing percentage for each bidder. Also included is the cover sheet and Attachment A, Cost Proposal Form, as submitted by each bidder. A complete copy of each Bid proposal is available from the Town Purchasing Agent.

The proposal percentages ranged from 3.50% to 6.0%. We currently pay 6%.

Based upon the submitted billing percentage and the qualifications to provide the appropriate billing services, we recommend the award to go to COMSTAR, LLC of Rowley, MA.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer".

Robert W. Seltzer  
Chief of Department

Motion: To award RFP #042324, Medical Billing Service, to COMSTAR, LLC of Rowley, MA.

---

*"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."*

**TOWN OF SMITHFIELD**  
**BID TABULATION**  
 On Behalf of the FIRE  
 DEPARTMENT



Project: Medical Billing Service - three (3) year term  
 Project No.: RFP 042324  
 Bid opening Date: 6/11/2024 at 10:00AM  
 Bid Prepared by: Carlos A. Santos, Purchasing Agent

GeBBS Healthcare Solutions 600 Corporate Pointe, Suite 1250 Culver City, CA 90230 ATTN: Lingaraju Ekambaram P: 888-539-4282 E: lingaraju.ekambaram@gebbs.com	COMSTAR LLC 8 Turcotte Memorial Drive Roweley, MA 01969 ATTN: Nicole Vessal P: 800-742-3001 E: nvessal@comstarbilling.com	Coastal Medical Billing Inc. 9 Main Street, Suite 2K Sutton, MA 01590 ATTN: Jennifer VanderBaan P: 508-476-9740 E: jenn@coastalbilling.com	Coronis Health RCM, LLC 125 Metro Center Blvd, FL 3 Warwick, RI 02886 ATTN: Steven Morley P: 908-907-8456 E: Stevenmorley@coronishealth.com
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ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	Percentage	Percentage	Percentage	Percentage
1	USING PERCENTAGE:	Year One -	4.50%	3.50%	5%	6%
2		Year Two -	4.65%	3.50%	5%	6%
3		Year Three -	4.80%	3.50%	5%	6%
4	Describe any separate fees for Collection Agency Processing, if applicable:		N/A	N/A	Coastal will work with collection agency Town chooses.	N/A
5	Describe any fees for Credit Card payment processing:		This will be charged at actuals.	N/A	If Town uses Unibank the fee is passed on to patient, if using their clearing house the fee is paid by the Town.	N/A
6	Optional Services (Please describe service & any associated fee):		N/A	Privacy Practice Notices, mailed & tracked: \$50.00/patient	N/A	N/A
<b>TOTAL BID AMOUNT</b>			\$ -	\$ -	\$ -	\$ -

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



## **GeBBS Healthcare Solutions Response to Smithfield Fire Department – Medical Billing Service Providers RFP # 042324**

Submitted to:

Dorinda Keene  
Town Purchasing Agent  
64 Farnum Pike, Smithfield, RI 02917  
Phone: 401-574-8670  
Email: [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov)

Submitted by:

Kiran Kumar  
Chief Sales and Solutions Officer  
GeBBS Healthcare Solutions  
Phone: 201-562-8294  
Email: [kiran.kumar@gebbs.com](mailto:kiran.kumar@gebbs.com)

Website: [www.gebbs.com](http://www.gebbs.com)

Submitted Date: June 10, 2024



TOWN OF SMITHFIELD



**ATTACHMENT A  
COST PROPOSAL FORM**

Agrees to respond on: **Medical Billing Service – 3year term**  
Date and time to be opened: **10:00 AM on Monday, June 10, 2024**

<b>Vendor Name:</b>	GeBBS Healthcare Solutions Inc.
<b>Vendor Address:</b>	600 Corporate Pointe, Suite 1250, Culver City, CA 90230
<b>City, State, Zip:</b>	Culver City, CA 90230
<b>Soc. Sec. # or Fed. Id #:</b>	26-3746595

WHEREAS, the TOWN OF SMITHFIELD 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.

The bidder agrees to provide a reimbursement using a Percentage of total fees collected for emergency medical services billing as stated below.

**Using Percentage:**

Year One:	Four and five tenths	percent	4.50	%
	(In words)		(In figures)	
Year Two:	Four and sixty-five hundredths	percent	4.65	%
	(In words)		(In figures)	
Year Three:	Four point eight	percent	4.80	%
	(In words)		(In figures)	



PROVIDING AMBULANCE BILLING & COLLECTION SERVICES SINCE 1984



**Town of Smithfield, RI  
Qualification Statements for Emergency Medical Services Billing  
Providers**

*Original*

Due Date:  
June 10, 2024  
10:00AM

Submitted by:  
Nicole Vessal, Vice President  
[nvessal@comstarbilling.com](mailto:nvessal@comstarbilling.com)

Comstar, LLC  
8 Turcotte Memorial Drive, Rowley, MA 01969  
(800) 488-4351

TOWN OF SMITHFIELD



**ATTACHMENT A  
COST PROPOSAL FORM**

<b>Agrees to respond on: <i>Medical Billing Service - 3year term</i></b>	
<b>Date and time to be opened: <i>10:00 AM on Monday, June 10, 2024</i></b>	
<b>Vendor Name:</b>	Comstar, LLC
<b>Vendor Address:</b>	8 Turcotte Memorial Drive
<b>City, State, Zip:</b>	Rowley, MA 01969
<b>Soc. Sec. # or Fed. Id #:</b>	46-5544561

WHEREAS, the TOWN OF SMITHFIELD has duly asked for proposals for performance of services and/or supply of goods in accordance with the indicated specifications. The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

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

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

The bidder agrees to provide a reimbursement using a Percentage of total fees collected for emergency medical services billing as stated below.

**Using Percentage:**

Year One: Three Point Five percent 3.5 %  
 (In words) (In figures)

Year Two: Three Point Five percent 3.5 %  
 (In words) (In figures)

Year Three: Three Point Five percent 3.5 %  
 (In words) (In figures)



COASTAL MEDICAL BILLING INC.

9 Main Street Suite 2K • Surton, Ma 01590 • 866-268-5200 • 508-476-9748 • carla@coastalbilling.com

## Town of Smithfield

REQUEST FOR PROPOSALS:

RFP # 042324

ON BEHALF OF:

SMITHFIELD FIRE DEPARTMENT



TOWN OF SMITHFIELD



ATTACHMENT A  
COST PROPOSAL FORM

Agrees to respond on: <b>Medical Billing Service – 3year term</b>	
Date and time to be opened: <b>10:00 AM on Monday, June 10, 2024</b>	
<b>Vendor Name:</b>	Coastal Medical Billing
<b>Vendor Address:</b>	9 Main Street Suite 2K
<b>City, State, Zip:</b>	Sutton, Ma 01590
<b>Soc. Sec. # or Fed. Id #:</b>	04-3239754

WHEREAS, the TOWN OF SMIT HFIELD has duly asked for proposals for performance of services and/or supply of goods in accordance with he 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.

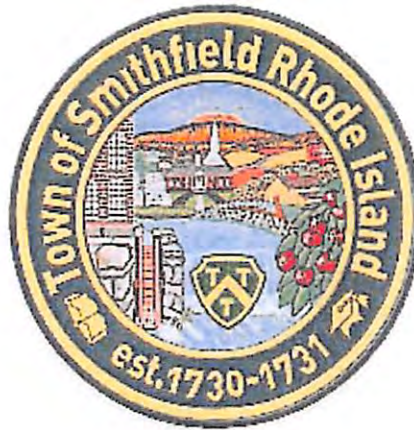
The bidder agrees to provide a reimbursement using a Percentage of total fees collected for emergency medical services billing as stated below.

**Using Percentage: Based on what is collected**

Year One: Five percent 5 %  
(In words) (In figures)

Year Two: Five percent 5 %  
(In words) (In figures)

Year Three: Five percent 5 %  
(In words) (In figures)



**REQUEST FOR PROPOSALS**  
**RFP: 4042324**  
**MEDICAL BILLING SERVICE PROVIDERS**

**RFP Provided By:**



Coronis Health RCM, LLC  
125 Metro Center Blvd, Fl 3  
Warwick, RI 02886  
T: (401) 572-3120  
F: (401) 572-3351  
[www.coronishealth.com](http://www.coronishealth.com)

RFP Contact: Steven Morley  
Administrative & Compliance Officer  
T: (908) 907-8456  
F: (732) 441-1350  
E: [stevenmorley@coronishealth.com](mailto:stevenmorley@coronishealth.com)

*ORIGINAL*

TOWN OF SMITHFIELD



**ATTACHMENT A**  
**COST PROPOSAL FORM**

Agrees to respond on: <b>Medical Billing Service – 3year term</b>	
Date and time to be opened: <b>10:00 AM on Monday, June 10, 2024</b>	
Vendor Name:	Coronis Health RCM, LLC
Vendor Address:	125 Metro Center Blvd, FL3
City, State, Zip:	Warwick, RI 02886
Soc. Sec. # or Fed. Id #:	82-1550497

WHEREAS, the TOWN OF SMITHFIELD 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.

The bidder agrees to provide a reimbursement using a Percentage of total fees collected for emergency medical services billing as stated below.

**Using Percentage:**

Year One: Six percent 6 %  
(In words) (In figures)

Year Two: Six percent 6 %  
(In words) (In figures)

Year Three: Six percent 6 %  
(In words) (In figures)



# Town of Smithfield

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

CARLOS SANTOS  
PURCHASING AGENT

**DATE:** June 11, 2024  
**TO:** Honorable Town Council  
**FROM:** Carlos Santos, Purchasing Agent  
**CC:** Randy R. Rossi, Town Manager  
Caitlyn Choiniere, Finance Director  
  
**RE:** Town Council approval to Award a Request for Proposal (RFP) # 240201 for Town-wide | On-call | Plumbing Services Contract for a one year period with two (2) optional years.

## **BACKGROUND:**

At the July 12, 2022 Town Council Meeting, the Town Council voted to award a two (2) year contract with Arden Engineering Constructors, LLC located at 505 Narragansett Park Drive, Pawtucket, RI 02861, that contract is set to expire on June 30, 2024, Fiscal Year end.

At the February 6, 2024 Town Council Meeting, the Town Council voted to approve advertising an RFP seeking a new on-call plumbing contractor for all Town and School buildings, this is an important service to have especially in case of emergencies.

## **SUBJECT:**

At the June 5, 2024, 10:00AM bid due date, one proposal was received from Arden Engineering Constructors, LLC. This is the same company that has the current contract that is due to expire on June 30, 2024. The Town and School Department have worked with this company over the last several years with great success.

The Purchasing Agent reached out to all Department Directors for proposal review and vote yes or no to accept Arden Engineering Constructors, LLC's proposal. I received responses from seven (7) directors, the results of their votes are unanimous to accept the proposal from Arden Engineering Constructors, LLC located at 505 Narragansett Park Drive, Pawtucket, RI 02861.

Hourly rates for Fiscal Year (FY) starting on 7/1/24 to 6/30/25 period as follows: Weekday rate - \$130.00; Emergency off-hour rate - \$190.00; Sunday/Holiday rate - \$230.00, these rates represent a \$10.00/hour rate increase over last contract.

Hourly rates for first optional FY starting on 7/1/25 to 6/30/26 are as follows: Weekday rate - \$134.00; Emergency off-hour rate - \$196.00; Sunday/Holiday rate - \$237.00.

Hourly rates for second optional FY starting on 7/1/26 to 6/30/27 are as follows: Weekday rate - \$138.00; Emergency off-hour rate - \$201.00; Sunday/Holiday rate - \$244.00.



**FINANCIAL IMPACT:**

The funding source will be FY 2025 municipal budget.

**ATTACHMENTS:**

Copy Arden Engineering Constructors, LLC's proposal, Copy of Bid Tabulation and copy of voting summary are attached.

**MOTION:**

That the Smithfield Town Council hereby award the Town-wide On-Call Plumbing contract to Arden Engineering Constructors, LLC located at 505 Narragansett Park Drive, Pawtucket, RI 02861, with the following hourly rates:

Hourly rates for Fiscal Year (FY) starting on 7/1/24 to 6/30/25 period as follows: Weekday rate - \$130.00; Emergency off-hour rate - \$190.00; Sunday/Holiday rate - \$230.00.

Hourly rates for first optional FY starting on 7/1/25 to 6/30/26 are as follows: Weekday rate - \$134.00; Emergency off-hour rate - \$196.00; Sunday/Holiday rate - \$237.00.

Hourly rates for second optional FY starting on 7/1/26 to 6/30/27 are as follows: Weekday rate - \$138.00; Emergency off-hour rate - \$201.00; Sunday/Holiday rate - \$244.00.

**TOWN OF SMITHFIELD  
BID TABULATION**



Project: Town-wide On-call Plumbing services  
 Project No.: 240201  
 Bid opening Date: June 5, 2024  
 Bid Prepared by: Carlos A. Santos, Purchasing Agent

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	Arden Engineering Constructors 505 Narragansett Park Drive Pawtucket, RI 02861 Attn: Kelli Dowling P: 401-727-3500 E: kdowling@ardeneng.com							
				UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
1	First year: 7/1/24 to 6/30/25										
	Standard rate	hourly		\$ 130.00							
	Emergency/off-hour rate	hourly		\$ 190.00							
2	Sunday/Holiday rate	hourly		\$ 230.00							
	First Option year: 7/1/25 to 6/30/26										
	Standard rate	hourly		\$ 134.00							
3	Emergency/off-hour rate	hourly		\$ 196.00							
	Sunday/Holiday rate	hourly		\$ 237.00							
	Second Optional Year: 7/1/26 to 6/30/27										
	Standard rate	hourly		\$ 138.00							
	Emergency/off-hour rate	hourly		\$ 201.00							
	Sunday/Holiday rate	hourly		\$ 244.00							
<b>TOTAL BID AMOUNT</b>				<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>

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



# TOWN OF SMITHFIELD

## BID EVALUATION SUMMARY

PROJECT #: RFP 240201

PROJECT NAME: TOWN-WIDE ON-CALL PLUMBING SERVICES

DATE: June 11, 2024

Submitted by:  
Carlos Santos

EVALUATION COMMITTEE MEMBERS	Company Info	Company Info	Company Info	Company Info	Company Info
	Arden Engineering YES/NO VOTE				
1 Gene Allen - Department of Public Works	YES				
2 Angelo Mencussi - School Department	YES				
3 Caitlyn Choimiere - Finance Director	YES				
4 Carlos Santos - Purchasing Agent	YES				
5 Chief Richard St.Sauveur, Jr. - Police Department	YES				
6 Chief Robert Selzer - Fire Department	YES				
7 Michael Phillips - Town Planner	YES				



## **Town of Smithfield**

### **REQUEST FOR PROPOSALS #240201**

### **Town-wide On-call Plumbing Services**

**June 5, 2024**



**ATTACHMENT "A"**

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

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

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

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

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

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



**ATTACHMENT A  
COST PROPOSAL FORM**

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

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

<b>VENDOR NAME:</b>	Arden Engineering Constructors LLC
<b>VENDOR ADDRESS:</b>	505 Narragansett Park Dr
<b>CITY, STATE, ZIP:</b>	Pawtucket RI 02861
<b>Soc. Sec. # or Fed. ID#</b>	20-5126747

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

<u>One Hundred Thirty Dollars and Zero cents</u>	\$ <u>130.00</u>
(Per Hour Rate in words)	(Per Hour Rate in Figures)

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

<u>One Hundred Ninety Dollars and Zero cents</u>	\$ <u>190.00</u>
(Per Hour Rate in words)	(Per Hour Rate in Figures)

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

<u>Two Hundred Thirty Dollars and Zero cents</u>	\$ <u>230.00</u>
(Per Hour Rate in words)	(Per Hour Rate in Figures)

Option Year 1-

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

<u>One hundred Thirty Four Dollars and Zero cents</u>	\$ <u>134.00</u>
(Per Hour Rate in words)	(Per Hour Rate in Figures)

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

<u>One Hundred Ninety Six Dollars &amp; Zero cents</u>	\$ <u>196.00</u>
(Per Hour Rate in words)	(Per Hour Rate in Figures)

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

<u>Two Hundred Thirty Seven Dollars and Zero cents</u>	\$ <u>237.00</u>
(Per Hour Rate in words)	(Per Hour Rate in Figures)

Town of Smithfield, RI



**ATTACHMENT A  
COST PROPOSAL FORM**

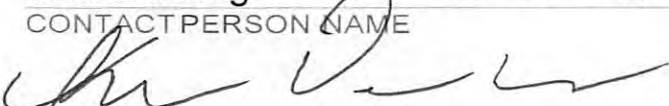
**Option Year 2-**

1. Hourly rate for the Second Optional one (1) year period July 1, 2026 - June 30, 2027  
  
    One Hundred Thirty Eight Dollars and Zero cents     \$ 138.00  
        (Per Hour Rate in words)   (Per Hour Rate in Figures)
  
2. Emergency/Off-hour rate for the Second Optional one (1) year period July 1, 2026 – June 30, 2027  
  
    Two Hundred One Dollars and Zero cents                 \$ 201.00  
        (Per Hour Rate in words)   (Per Hour Rate in Figures)
  
3. Sunday/ Holiday rate for the Second Optional one (1) year period July 1, 2026 - June 30, 2027  
  
    Two Hundred Forty Four Dollars and Zero cents     \$ 244.00  
        (Per Hour Rate in words)   (Per Hour Rate in Figures)

PHONE: 401-727-3500

EMAIL kdowning@ardeneng.com

Kelli Dowling                     Account Manager  
CONTACT PERSON NAME                                     TITLE

  
CONTACT PERSON SIGNATURE

TITLE: Account Manager

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## **C. Experience**

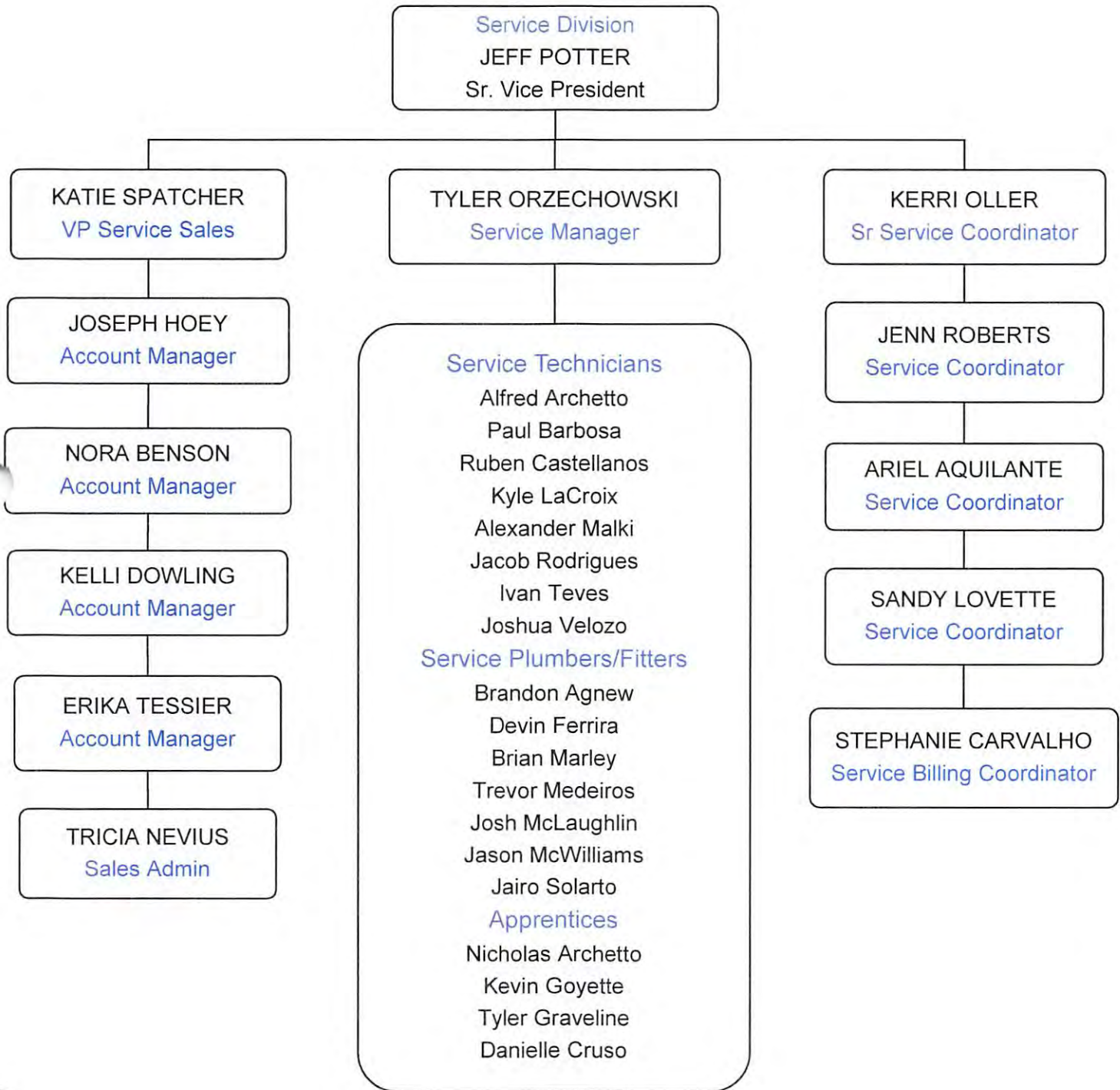
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## ORGANIZATIONAL CHART



## KEY PERSONNEL RESUMES

### PRIMARY CONTACT

Kelli Dowling, Account Manager – 2023 to Present

Ofc: 401-727-3500 x1647 | Cell: 401-408-4593 Email: [kdowling@ardeneng.com](mailto:kdowling@ardeneng.com)

Education: Associate of Arts Degree, Psychology, University of Phoenix

Certifications: OSHA 10

Tyler Orzechowski, Service Manager – 2021 to Present

Graduated Diman Regional Voc-Tech School in Fall River, MA;

HVAC/refrigeration company

Licensed Master Refrigeration in Rhode Island

Refrigeration Contractor in Massachusetts

Service Technician – 2021

Service Manager – 2024

Kerri Oller, Senior Service Coordinator - 2015 to Present

Kerri coordinates field service work for commercial HVAC/R, scheduling service technicians for maintenance contracts, repairs, installations, and emergency service. Kerri ensures customers' requirements are always fulfilled. She answers customer emails and phone calls to determine if immediate attention is needed. She creates work orders, reviews work and purchase orders, field-generated paperwork, and invoices for accuracy. Kerri also schedules and coordinates all sprinkler service activity.

Education: Associate of Science, Word Processing Management

Certification: Dispatcher Professional Development Program, Mechanical Service Contractors of America, (MSCA)

Ariel Aquilante, Service Coordinator - 2021 to Present

Ariel's customer service experience has expanded over eleven years in various industries, including insurance, printing, and casino entertainment, as a master scheduler, club supervisor, and representative.

## SERVICE PERSONNEL LICENSE & CERTIFICATIONS

Brandon Agnew	Plumber, Journeyman, JP006915	OSHA 10, First Aid/CPR, Aerial Lift Operator, Hot Work Safety, Medical Gas
Al Archetto	Refrigeration/Pipefitter, Journeyman, PJ-151196	OSHA 10, Confined Space Entrant/Attendant, Confined Space Supervisor, Aerial Lifts/Platforms
Nick Archetto	Pipefitter, Apprentice, RI2019001266	OSHA 10, First Aid/CPR, Confined Space Entrant/ Attendant/Supervisor, Ariel Lifts/Platforms
Paul Barbosa	Refrigeration/Pipefitter, Journeyman	OSHA 10
Michael Burrows	Refrigeration, Master II, Propane Gas; Journey II; Oil Buner Service, Journey II, 00006866	OSHA 10, Confined Space Entrant/Attendant/Supervisor, First Aid/CPR, Electrical Arc Flash Safety
Ruben Castellanos	Refrigeration, Journeyman I, RJ1	OSHA 10
Kevin Goyette	Refrigeration, Apprentice, 12018001895	OSHA 10, Confined Space Entrant/Attendant, Electrical Arc Flash Safety
Tyler Graveline	Refrigeration, Apprentice, 2022000037	OSHA 10, Aerial Lifts/Platforms, Confined Space Entrant/Attendant
Kyle Lacroix	Oil Burner Service, Journey II	OSHA 10, Electrical Arc Flash Safety
Alex Malki	Refrigeration, Journeyman I, RJ1	OSHA 10, Hot Work Safety, Confined Space Entrant/Attendant/Supervisor, Aerial Lift Operator
Antonio Malki	Plumber, Journeyman, 2022000536	OSHA 10, First Aid/CPR, Aerial Lifts/ Platforms, Confined Space Entrant/Attendant/Supervisor, Electrical Arc Flash Safety
Brain Marley	Plumber, Journeyman, JP002729	OSHA 10, First Aid/CPR, Confined Space Supervisor, Hot Work Safety, Mobile Equipment Operator

## SERVICE PERSONNEL LICENSE & CERTIFICATIONS

Josh McLaughlin	Plumber, Journeyman, JP006927	OSHA 10, Confined Space Supervisor
Trevor Medeiros	Plumber/Pipefitter/Gas/Oil, PHCP Journeyman, JP007558, JOUR2PjF	OSHA 10/30, First Aid/CPR, Aerial Lifts/Platforms, Confined Space Supervisor, Hazard Recognition, Hot Work Safety
Tyler Orzechowski	Refrigeration/Pipefitter Journeyman1, RJ1	OSHA 10, First Aid/CPR, Hot Work Safety, Electrical Arc Flash Safety, R410A
Jacob Rodrigues	Refrigeration Journeyman I	OSHA 10, First Aid/CPR, Electrical Arc Flash Safety
Patrick Rooney	Pipefitter, Journeyman II Gas/Oil, PHCP-w	OSHA 10, Refrigeration, Electrical Arc Flash Safety
Aaron Smith	Refrigeration, Journeyman I, RJ1	OSHA 10
Jairo Solarto	Master Plumber, MP002325	OSHA 10
Ivan Teves	Refrigeration, Journeyman I, RJ1	OSHA 10, First Aid/CPR, Scissor Lift, Confined Space Attendant/Entrant/Supervisor, Electrical Arc Flash Safety
Josh Velozo		OSHA 10, Scaffold User

## EXPERIENCE

### Company Overview

Since 1954, Arden Engineering Constructors has led the industry with the most advanced design, construction, and maintenance solutions available. Our comprehensive offerings provide total system responsibility and supreme customer satisfaction. Our success is due to the dedication and expertise of our valuable and talented long-term employees, who have provided countless successful projects for building owners, general contractors, and maintenance professionals.

**Arden's capabilities include:** VDC, Engineering, Mechanical/HVAC, Fire Protection, Electrical, Building Automation, and Service & Maintenance.

### Service & Maintenance

Arden's proactive approach to Service & Maintenance will increase your building or facility's efficiency, reduce operational costs, and prolong equipment life. Our service and planned maintenance programs can ensure your essential systems are always up and running, providing maximum effectiveness. Our comprehensive services include repairing, retro-commissioning, upgrades, and maintaining specialized controls, chillers, boilers, pumps, air handler units, condensing units, exhaust fans, and rooftop units. All service accounts are provided with a dedicated Account Manager to ensure all requirements are fulfilled.

### HVAC

HVAC service includes repair and maintenance of specialized controls, chillers, boilers, pumps, air handler units, condensing units, exhaust fans, and rooftop units.

### Plumbing

- Domestic Water Supply Backflow Prevention Pure Water Systems
- Medical Gas Installation
- Cross Contamination Prevention

## EXPERIENCE – Continued

### **24/7 EMERGENCY SERVICE**

If an unexpected problem occurs, we are available with our 24/7 emergency service 365 days a year. Our prompt, reliable, and experienced service team will identify and address any problems quickly and efficiently.

### **On-Call Emergency Response**

Arden Engineering will provide Emergency service twenty-four hours per day, seven days per week within two (2) hours under normal circumstances. Arden will conduct operations causing the least possible obstruction and inconvenience to public traffic. If police detail is required, Arden will make the necessary arrangements to schedule the detail. All safety signs and equipment comply with the MUCTD. Reporting Arden will provide service reports with each billing invoice in agreed upon format for routine maintenance and emergency maintenance. Arden shall provide written (electronic) reports detailing the services provided, cost, and time required to make repairs.

Our dedicated Emergency Service line 866-GO ARDEN (866-462-7336) will connect you with a Service Coordinator who will swiftly take your information and assign a technician. If your emergency is after office hours, your call will be handled by our answering service, who will reach a technician on call to address your issue. Arden also offers contracts for customers who require around-the-clock service response.

### **Some of our longstanding customers include:**

- Miriam Hospital
- Toray Plastics
- Ronald MacDonald House
- Rhode Island Hospital
- South Kingstown Nursing & Rehab

## SAFETY & TRAINING EXPERIENCE

*A successful project is a safe project*

We are committed to operating safely. We offer our employees a safe environment and the responsibility to keep it that way. Any employee may stop work if he or she feels there are unsafe conditions present. Every employee has the responsibility to inform and rectify any unsafe situation they may encounter. Our goal is zero work accidents. Period.

## PREVIOUS EXPERIENCE & REFERENCES

Arden Engineering Constructors currently works with building owners to provide planned maintenance, design build services, renovation, pre-purchase mechanical due diligence audits, engineering services, equipment repairs and energy management services. Currently we are working on projects related to the Rhode Island Transit & Transport Departments as well as other notable references.

Client	Location	Contact
Rhode Island Department of Transportation	Pawtucket Commuter Rail HVAC upgrades	
Rhode Island Public Transit Authority	Electric Bus Facility – HVAC, Plumbing, and Electrical	
Rhode Island Turnpike & Bridge Authority	Multiple Locations On-Call Electrical Services	
Cranston School Department 845 Park Ave. Cranston, RI 02910	23 Buildings HVAC services – boilers, RTU's, and AHU's	Ed Collins Facilities Director 401-270-8000
City of Pawtucket 137 Roosevelt Ave., Pawtucket, RI 02860	10+ Office Buildings HVAC services – boilers, chillers, RTU, pumps, controls	Chris Crawley 401-374-7645
Beneficent House 1 Chestnut Street Providence, RI 02903	Apartment Building HVAC Preventative Maintenance for chillers, cooling tower, boilers, and pumps	Jasmin Chapron Property Manager 401-331-4755
Richmond Square 1 Richmond Square Providence, RI 02906	Two Commercial Buildings HVAC equipment replacement and service contract	Maria Martin Property Manager 401-444-9153
State of Rhode Island 2 Capitol Hill Providence, RI 0290	30+ Offices Buildings HVAC – boilers, chillers, towers, packaged equipment & refrigeration equipment, air & water balancing	Mr. Mark Barnes Building & Service Coordinator 401-222-5093
Rhode Island Supreme Courts 250 Benefit Street Providence, RI 02903	Multiple Buildings Services – HVAC, plumbing, pipe fitting, electrical, and sprinkler	Jason Zina 401-256-0497 <a href="mailto:jzina@courts.ri.gov">jzina@courts.ri.gov</a>



## DIVERSITY

Arden recruits, hires, trains, and promotes employees without discriminating based on race, color, religion, gender, national origin, marital status, age, disability, or veteran status. We understand that all our employees share the responsibility for supporting our policies for a harassment-free and drug-free work- place. Arden strives to build and nurture a culture that embraces diversity and equality and is committed to building a workforce with various backgrounds, skills, and views. We work with multiple organizations and resources to achieve this. And we proudly have a female office staff of over 37%.



## EXHIBIT A

Position	Hourly		
	Year 1	Year 2	Year 3
Master Plumber – Regular Rate	\$130	\$134	\$138
Master Plumber – Overtime Rate	\$190	\$196	\$201
Master Plumber – Sunday/Holiday Rate	\$230	\$237	\$244
Parts Markup	25%	25%	25%
Truck Charge	\$65	\$65	\$65

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

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

<b>PRODUCER</b> Edgewood Partners Ins. Center 40 Marcus Drive 3rd Floor Melville, NY 11747	<b>CONTACT NAME:</b> Commercial Support <b>PHONE (A/C, No, Ext):</b> 631-390-9700 <b>FAX (A/C, No):</b> 631-390-9797 <b>E-MAIL ADDRESS:</b> NEConstructioncerts@epicbrokers.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : The North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER E : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D : The North River Insurance Company	21105	INSURER E : The Charter Oak Fire Insurance Company	25615	INSURER F :
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INSURER E : The Charter Oak Fire Insurance Company	25615													
INSURER F :														
<b>INSURED</b> Arden Engineering Constructors LLC 505 Narragansett Park Drive Pawtucket, RI 02861														

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

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTNCO2400A489PHX24	04/18/2024	04/18/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
PRODUCTS - COMP/OP AGG	\$2,000,000							
							\$	
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	VTOCAP2399A437CO F24	04/18/2024	04/18/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	Y	Y	CUP2W2682622425	04/18/2024	04/18/2025	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB8M3033012425G	04/18/2024	04/18/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Excess Liability			5228128503	04/18/2024	04/18/2025	\$5,000,000 Occur/Agg	

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

<b>CERTIFICATE HOLDER</b> Evidence of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Leonard Sciscia</i>

Rhode Island Department of Labor and Training  
Division of Workforce Regulation and Safety

**CONTRACT MASTER/PIPE 00007544**



**ARDEN ENGINEERING CONSTRUC  
JOHN A PUNIELLO  
23 KING PHILLIP AVENUE  
BRISTOL RI 02809**

*Josh R. Deegan*  
Assistant Director

11/30/2025  
Expiration Date



ON BEHALF OF THE  
**SMITHFIELD SCHOOL DEPARTMENT**



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: June 11, 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 Buildings & Grounds

RE: Town Council Award of RFP # 240510 – Landscape Services at three (3) School locations.

---

### **BACKGROUND:**

At the May 21, 2024 Town Council meeting, the Town Council authorized the advertising of RFP # 240510 – Landscape Services at three (3) school locations, on May 22, 2024 the RFP was advertised. Proposals accepted through 10:00am on June 7, 2024, at which time they were publicly opened at the Town Hall. One (1) proposal was received from Central Nurseries located at 1155 Atwood Ave. Johnston, RI 02917. This proposal was reviewed, and scored as per attached scoring form.

### **SUBJECT**

The Town of Smithfield on behalf of the Smithfield School Department is requesting Town Council award the contract for RFP # 240510 - landscape services at 3 schools to Central Nurseries, Inc. as the sole vendor to submit a proposal for landscape services related to outdoor classroom gardens at three (3) school locations:

- Old County Road School - 200 Old County Road.
- Pleasant View Elementary School - 90 Pleasant View Ave.
- LaPerche Elementary School - 11 Limerock Road.

For the total cost submitted, not to exceed \$139,998.00. Subject to School Committee approval at their June 17, 2024 meeting.

### **FINANCIAL IMPACT:**

School Building Authority (SBA) Inside Out Grant.

### **ATTACHMENTS:**

Copy of Request for Proposals, Bid Tabulation Form and Evaluation Form.

**MOTION:**

That the Smithfield Town Council hereby Award the contract for RFP # 240510 – Landscape Services at three (3) School locations:

- Old County Road School - 200 Old County Road.
- Pleasant View Elementary School - 90 Pleasant View Ave.
- LaPerche Elementary School - 11 Limerock Road.

To Central Nurseries located at 1155 Atwood Ave. Johnston, RI 02917 for a total cost not to exceed \$139,998.00. Subject to School Committee approval at their June 17, 2024 meeting.

**TOWN OF SMITHFIELD**

**On Behalf of the School Department  
BID TABULATION**



Project: Landscaping Services at Three (3) School Locations  
 Project No.: RFP# 240510  
 Bid Opening Date: Friday, June 7, 2024 @ 10AM  
 Bid Prepared by: Carlos A. Santos, Purchasing Agent

**Notes:**

ITEM NO.	BID ITEM DESCRIPTION	Central Nurseries, Inc. 1155 Atwood Ave. Johnston, RI 02917 Attn: Paul A. Pagliarini 401-942-7511 E: ppagliarini@centrالنurseries.com		E:		E:		E:		E:	
		UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
1	BID (Includes all Material, Labor and Equipment): Old County Road School		\$ 46,380.00								
2	BID (Includes all Material, Labor and Equipment): Pleasant View Elementary School		\$ 64,708.00								
3	BID (Includes all Material, Labor and Equipment): LaPerche Elementary School		\$ 28,910.00								
<b>LUMP SUM TOTAL BID AMOUNT \$</b>		<b>\$</b>	<b>139,998.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>

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



**Town of Smithfield**  
**On Behalf of the Smithfield School Department**

**Evaluation Criteria for RFP # 240510**  
**Landscaping Services at 3 Schools**

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
<b>Total Possible Evaluation Points</b>		<b>100</b>

RESPONDING COMPANY NAME	Melissa Devine	Angelo Mencucci	TOTAL SCORE
Central Nurseries, Inc	95	95	190

Melissa Devine: Melissa Devine Date: 6/11/24 Angelo Mencucci: Angelo Mencucci Date: 6/11/2024

TOWN OF SMITHFIELD, RI



ON BEHALF OF  
THE SMITHFIELD SCHOOL DEPARTMENT



**ATTACHMENT A  
COST PROPOSAL FORM**

Agrees to respond on: **Landscaping services at three (3) School Locations**  
Date and time to be opened: **Wednesday, June 5, 2024 at 10:00 AM**

<b>VENDOR NAME:</b>	Central Nurseries, Inc.
<b>VENDOR ADDRESS:</b>	1155 Atwood Ave.
<b>CITY, STATE, ZIP:</b>	Johnston, RI 02917
<b>Soc. Sec. # or Fed. ID #</b>	05-0269058

**#1 - BID (Includes all Material, Labor and Equipment): Old County Road School**

46,380.00

\$

(In numerals)

Forty Six Thousand Three Hundred and Eighty Dollars

(In words)

**#2 - BID (Includes all Material, Labor and Equipment): Pleasant View Elementary School**

64,708.00

\$

(In numerals)

Sixty Four Thousand Seven Hundred and Eight Dollars

(In words)

**#3 - BID (Includes all Material, Labor and Equipment): LaPerche Elementary School**

28,910.00

\$

(In numerals)

Twenty Eight Thousand Nine Hundred and Ten Dollars

(In words)



TOWN OF SMITHFIELD, RI

**LUMP SUM COST FOR ALL THREE (3) SCHOOL BUILDING LOCATIONS:**

Total Lump Sum Cost: \$139,998.00  
(In numerals)

Total Lump Sum Cost: One Hundred Thirty Nine Thousand Nine Hundred and Ninety Eight Dollars  
(In words)

**CONTACT INFORMATION:**

PHONE 401-942-7511 FAX 401-943-6598

EMAIL PPagliarini@CentralNurseries.com

Paul A Pagliarini President  
CONTACT PERSON NAME TITLE



CONTACT PERSON SIGNATURE

ADDENDUM



## Town of Smithfield

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

---

**DATE:** June 3, 2024

**RE:** RFP # 240510– Landscape Services at three (3) SCHOOL locations

---

### Addendum # 1 – Proposal Due Date Change

The School Department has decided to change the proposal due date from 10:00AM on Wednesday, June 5, 2024 to the new due date of 10:00AM on Friday, June 7, 2024.

Carlos A. Santos  
Purchasing Agent

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Central Nurseries, Inc.  
1155 Atwood Avenue  
Johnston, RI 02919

### SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company  
P.O. Box 712  
Des Moines, IA 50306-0712  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Town of Smithfield  
64 Farnum Pike  
Smithfield, RI 02917

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

240510 Landscape Services at Three School Locations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

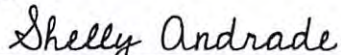
Signed and sealed this 7th day of June, 2024.

  
\_\_\_\_\_  
(Witness)

Central Nurseries, Inc.  
(Principal)

By:   
(Title) President

Employers Mutual Casualty Company  
(Surety) (Seal)

By:   
(Title) Shelly Andrade, Attorney-in-Fact



**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

**KNOW ALL MEN BY THESE PRESENTS, that:**

- |   |  |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation     | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation   |
| 2. EMCASCO Insurance Company, an Iowa Corporation             | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation      |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Shelly Andrade**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond  
Principal : Central Nurseries, Inc.  
Obligee : Town of Smithfield

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

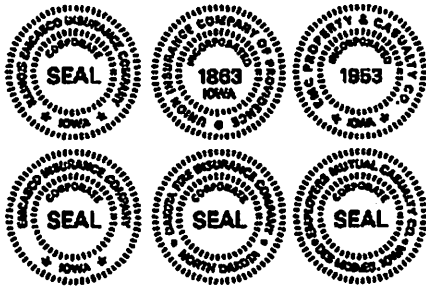
**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19<sup>th</sup> day of September, 2022.

Seals



*Scott R. Jean*  
\_\_\_\_\_  
Scott R. Jean, President & CEO  
of Company 1 (Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
\_\_\_\_\_  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 19<sup>th</sup> day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



**CERTIFICATE**

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19<sup>th</sup> day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7<sup>th</sup> day of June, 2024.

*Ryan J. Springer*  
\_\_\_\_\_  
Vice President



*Quality & Service Since 1936*

6/7/2024

To whom it may concern:

We thank you for allowing us to bid on this project. Please read on for our understood scope of work and reference following documents for other items.

Temporary site protection will be installed on site as needed. Areas will be prepared for proper grading for amenities and final surfaces. Two already designed footings will be installed for the Skyway umbrella supplied by the town at Pleasant View. The town will excavate and repair the asphalt drive and we will furnish and install all irrigation piping, etc. at LaPerche. Irrigation will be installed at two sites, directly hooking up to the existing outdoor faucet with appropriate equipment. The faucet will remain in place, no new plumbing work will be required. Garden pathways will be excavated and a base properly prepared for a local blue/grey unimproved stone dust edged with metal edging will be installed. At Pleasant View, a portion of the fence will be moved while at Old County, a new readily available commercial split rail fence will be installed. Boulders will be installed at each site. At LaPerche Elementary, no work on existing planters will be done. At Pleasant View, plans state that replacing existing garden beds is not in the contract and will be done by the owner. At Old County, scope of services says that the town will purchase and provide 12 ADA planter beds. CNI will receive them on site, install them and provide soils. Painting/finishing, if desired, will be by others. Painting may be a great activity for students of the school. Once complete, the sites will be repaired, cleaned and seeded as required. Protection fencing will be removed.

Please find our statement of qualifications attached. If you should have any further questions about our capabilities, please do not hesitate to reach out to me.

Central Nurseries employs several people that live in the town of Smithfield. Barry Houle and Robin Waskiel, are the estimators and project managers for CNI. Mr. Houle estimated this package and will be the project manager moving forward. Donnie Meija, a foreman, also lives in town. If it is possible and depending on work load, he may be chosen to run field operations.

Attached are references as well as a list of previous work down for the town.

Respectfully yours,

Central Nurseries, Inc.

Central Nurseries, Inc.  
P.O. Box 19477  
1155 Atwood Ave  
Johnston RI  
USA 02919

tel: 401.942.7511  
fax: 401.943.6598  
web: [centralnurseries.com](http://centralnurseries.com)



Job Name	Amount	Owner	Dates of Contract	Contact Name	Contact Title	Contact Tel
Burrillville Recreation Center	\$522,109.00	Town of Burrillville	2023	Jeff McCormick	Public Works Director	568-4440
Carpenter Memorial Garden	\$40,800.00	Town of Cumberland	2023	Sara Brelsford	Chief of Staff to Mayor	728-2400 x 134
Cass Park Athletic Buffer	\$87,735.00	City of Woonsocket	2024	Steve D'Agostino	Public Works Director	767-9213
Jenks Park	\$1,369,889.00	City of Central Falls	2023-2024	Diane Jacques	Dep Director, Planning and Economic Development	616-2481
Woonsocket Wastewater Buffer	\$116,207.00	City of Woonsocket	2023	Steve D'Agostino	Public Works Director	767-9213

**Work on town owned sites**

Job Name	Contractor	Year
Smithfield Police Headquarters	ADS Construction	2019
LaPerche Elementary School	Ahlborg Construction	2021
Pleasant View Elementary School	Ahlborg Construction	2021



# Central Nurseries

*Quality & Service Since 1936*

Main Office:

1155 Atwood Ave,

Johnston, RI 02919

TEL: 401-942-7511

FAX: 401-943-6598

[www.centralnurseries.com](http://www.centralnurseries.com)

[info@centralnurseries.com](mailto:info@centralnurseries.com)

*Celebrating 87 Years*

# CONTENTS

Company Overview

Notable Projects

References



Ocean House  
Watch Hill, RI



## COMPANY OVERVIEW

Central Nurseries, Inc. (CNI) is a fourth generation family-owned and operated landscape nursery and construction company celebrating 87 years this spring. Established in 1936, Central Nurseries is a leader in landscape and site construction. Based in Johnston, RI, Central Nurseries offers a variety of services and capabilities for landscape and site construction such as; construction management, site and utility construction, landscape design, wholesale and retail nursery sales and nursery operations. Our staff consists of over 100 experienced professionals and qualified work crews including but not limited to construction managers, horticulturists, estimators, buyers, expeditors, accountants, landscape designers, sales personnel, and maintenance workers.

Central Nurseries is able to offer clients top quality landscape products and construction services through our four main divisions:



Mario Pagliarini, March 1954

**Nursery Operations:** Located in Chepachet, RI, CNI owns and operates a nearly 100 acre tree farm providing quality and specimen-grade trees and shrubs to local municipalities, landscape projects, landscape contractors, local nurseryman and our retail garden center in Johnston as well. Because of our nursery we are able to offer larger sized material and contract-grow to meet specifications right here in Rhode Island.



▲ Large trees from our nursery in Chepachet

◀ Aerial view of nursery in Chepachet

**Landscape Construction:** Our experienced and skilled construction crews install and maintain a broad spectrum of landscape projects, specializing in large scale public and private projects. We work throughout Rhode Island, Massachusetts, Connecticut and New Hampshire. Our state and municipal level projects include schools, roadways, bike paths, street tree planting, parks and playgrounds. Our private work has included land developments, housing complexes, office parks, retail centers, as well as some of the area's most prestigious universities, hospitals and medical centers.

**Site and Heavy Construction:** The site division complements our landscape construction division. Services include site, utility, and heavy construction for public works projects, commercial and industrial facilities, recreational and educational facilities, private developments, and new building construction.

**Landscape Maintenance:** As one of the region's leading landscape maintenance and horticultural services firm, we handle every aspect of landscape care for a wide range of customers. We ensure that the first impression of your property is the best impression. Also, part of our maintenance division is Interiorscapes by Central Nurseries, which installs and maintains interior plantings as well as holiday and special event decorations.



### **Construction Capabilities:**

CNI maintains and operates its own fleet of heavy and light construction equipment including but not limited to bulldozers, hydraulic excavators, trucks, loaders, loader-backhoes, hydro-seeders, power rakes, and lawn maintenance equipment.

Specialty subcontractors are used on a project-specific basis and are prequalified in advance. Our staff uses computer estimating and scheduling techniques to plan, organize, and schedule manpower and equipment. During construction, we monitor all activities to measure performance and to ensure that the project is completed on time and within budget.

## **Key Personnel**

### **Owners:**

#### **Paul Pagliarini**

##### ***President and General Superintendent***

- Construction Operations Manager
- BS in Business Administration, Providence College
- Licensed Arborist, ISDS Installer, and Hoisting Engineer
- Certified Pesticide Applicator
- OSHA Certified
- RI Nursery & Landscape Association Representative to the RI Invasive Plant Council
- Licensed Master Irrigator
- Industry Representative to the Preview Committee for RI Department of Transportation Specifications
- Over forty five years of experience in Landscape Construction

#### **James Pagliarini**

##### ***Vice President and Director of Nursery Operations***

- BS in Plant & Soil Science, University of Rhode Island
- BS in Ornamental Horticulture, University of Rhode Island
- Licensed Arborist, Commercial Applicator, Horticulturist
- OSHA Certified
- Past President of the RI Nursery & Landscape Association
- Board Member of NE Nursery and Landscape Association
- Board of Dir RI Farm Bureau 17 Years
- American Farm Bureau - National Horticulture Advisory Board
- State of RI Water Resource Board
- State of RI Agricultural Land Preservation Commission
- Licensed Realtor
- Over forty years of experience in Landscape Construction and Nursery Production

#### **Steven Pagliarini**

##### ***Owner and Chief Financial Officer***

- BS in Accounting & Business Administration, Providence College
- Licensed Arborist, Commercial Applicator, Master Irrigator, Hoisting Engineer
- OSHA Certified
- Past President of the RI Nursery & Landscape Association
- Long Standing Member of the NE Nursery and Landscape Association
- Profile Manufacturing product study board for Futera Erosion Control Products
- Over forty five years of experience in Landscape Maintenance, Construction and Interiorscapes.

## Other Key Personnel:

### **Barry Houle**

#### *Estimator/Project Manager*

- BS In Aquaculture and Fishery Science Technology, URI
- Over 22 years of professional experience with CNI
- Proficient in estimating, project management practices, procurement, submittals, LEED, SDS
- Quantum Software Solutions, scheduling and job costing, as well as several web based management programs.

### **Robln Wasklel**

#### *Estimator/Project Manager*

- Over 34 years of experience in site and landscape construction
- Over 22 years of professional experience with CNI
- Proficient in estimating, project management practices, procurement, submittals, LEED, SDS
- Quantum Software Solutions, scheduling and job costing, as well as several web based management programs.

### **Glanna Pagliarini**

#### *Project Administrator*

- BS in Marketing, Johnson & Wales University
- RI Nursery & Landscape Association Executive President 2022
- "2019 RINLA Young Nursery Person of the Year" Award Recipient
- Over 15 years of professional experience with Central Nurseries, Inc. specializing in street tree plantings.

### **Gregory Pagliarini**

#### *Operations Manager for Irrigation and Landscape Lighting Divisions*

- RI Certified Horticulturalist
- RI Licensed Arborist
- RI Master Irrigator
- RI Licensed Commercial Applicator
- OSHA Certified
- 12 years experience in irrigation installation and design
- Over 22 years experience with Central Nurseries

### **Darin Armstrong**

#### *Wholesale Sales Manager*

- BS in Horticulture, Michigan State University
- RI Certified Horticulturist
- RI Certified Arborist
- 25 + years of Nursery Sales, purchasing and production

## Other Key Personnel (Continued):

### **Gerald DeSesto**

#### *Landscape Designer*

- BS in Resource Development, University of Rhode Island
- Certificate of Professional Turf Grass Management, University of Massachusetts
- Landscape Architecture, Rhode Island School of Design
- Over forty years of experience in Landscape Construction

### **Gabrielle Vafiadis**

#### *Account Manager for Maintenance Division & Interiorscapes*

- 17+ years experience in horticulture
- Studied Horticulture & Turf Management, University of Rhode Island
- Proficient in exterior landscape maintenance & design, interior plant maintenance & design, and clerical efficiency
- Over 4 years of professional experience with Central Nurseries

### **General Labor Force**

- Comprised of 100+ skilled individuals with a range of 1-30 years of experience with Central Nurseries, Inc.

*We reserve the right to adjust our labor force as needed.*

## **Foreman Experience**

**Mike Gallpeau**

**Operator Foreman/Superintendent**

**Years' Experience 23 years**

**Year's with Central Nurseries 8 years**

**OSHA 30 certified**

**Licenses: Hoisting Engineer, Excavator, CPR**

**Donny Mejia**

**Laborer Foreman**

**Years' Experience 17 years**

**Year's with Central Nurseries 15 years**

**OSHA certified**

**Licenses: CPR**

**Steve Damaso**

**Laborer Foreman**

**Years' Experience 34 years**

**Year's with Central Nurseries 34 years**

**OSHA certified**

**Licenses: Arborist, CPR**

**Robert Radock**

**Operating Engineer**

**Years' Experience 28 years**

**Year's with Central Nurseries 20 years**

**OSHA certified**

**Licenses: Hoisting Engineer, Hydraulics, Excavator, Forklift**

## **General Labor Force**

- **Ranges from 1-30 years of experience with Central Nurseries, Inc.**
- **Various laborers, operators and other, hold Arborist, Commercial Applicators, Master Irrigator, Plumber, Hoisting, Excavator licenses**  
**Local Labor Union Hall if necessary**

## Yale Residential Colleges 13 & 14

New Haven, CT

Contractor: Ralph Computaro & Son Excavating

Contact: Tyler Fries

Landscape Architect: Olin Partnership, Ltd. 215-440-0030, Eve Kootchick

Final Contract: \$2,425,005.00

This project encompassed work at several sites on the Yale University Campus. Two new Residence Halls, Yale Golf Course, Farmington Canal Greenway and a Street Tree Improvement Project. Large specimen caliper trees and shrubs were installed as well as over thirty three thousand native plugs and over forty eight thousand flowering bulbs. The 2 new residence halls occupied an entire city block and include 7 individual courtyards, one of which required hoisting materials to a roof top garden. The Farmington Greenway project abuts a bike trail where thousands of plugs were installed and the Street Tree Improvement project included large specimen caliper trees in conjunction with a State Road Improvement project. We worked with an accelerated schedule alongside of some of the best subcontractors in the industry.



**Yale School of Management**

165 Whitney Ave., New Haven, CT

Contractor: Dimeo Construction Company, Inc.

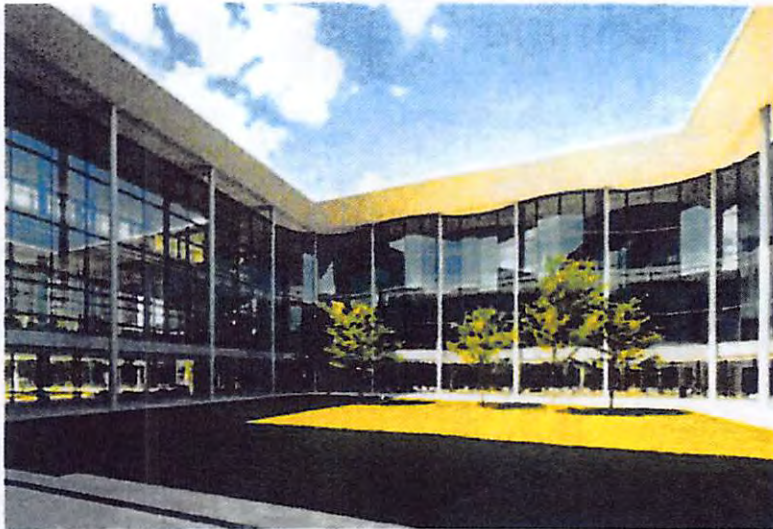
Contact: Joe Bolton 401-781-9800

Landscape Architect: Olin Partnership, Ltd. 215-440-0030

Engineer: BuroHappold Engineering

Final Contract: \$4,270,255.00

Scope: This project required granite paving, curbing and stone features, over 80,000 perennial grasses and flowers along with native shrubs and mature trees, 6000 cy of soil blended to meet stringent specifications and rigorous testing, courtyard soil (1000 CY) and mature trees.





### **Citizens Bank Office Campus**

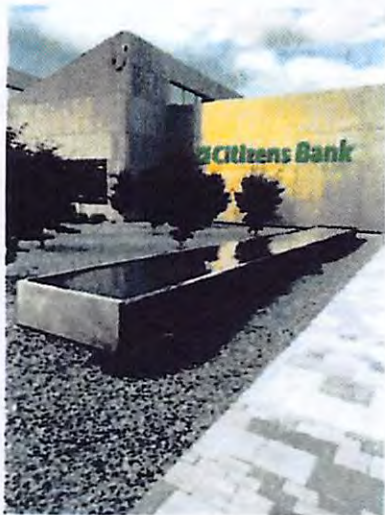
1 Citizens Dr., Johnston, RI

Contractor: Dimeo Construction Company

Landscape Architect: Carol R. Johnson Associates 617-896-2500 Brad Brochu

Final Contract: \$7,039,974.00

A 123 acre site that was previously a dump site has been transformed into a first class office campus with thousands of trees, shrubs, groundcovers, perennials, custom seed blends and sod. Including the landscape work, our scope of work also included constructing several athletic fields including, 2 basketball, tennis, beach volleyball, softball, soccer and 2 bocce courts. An irrigation system with a pump station was installed. Raingardens were constructed for the storm water overflow with river stone bedding, wetland plants and stone walls. A courtyard terrace including mature birch trees, groundcovers, perennials, custom grill stations, linear fire table, custom gabion walls and seating was installed. Concrete pavers at the terrace and plaza entrances with granite edging was the paved surface. The project showcases 2 custom built fountains. The entrance fountain was custom built and is over 45' long and the terrace fountain is a large boulder that was reclaimed from the site that in which a runnel was cut in the stone for the water to flow. We installed 2 shelters with stabilized stone dust for ADA compliance and over a ½ mile of drip strip around the buildings. Landscaping of 4 new interstate highway ramps as well as the residential yard restoration along 2 miles of a new road. This was a fast track project that had a strict deadline.



## Ocean House

2 Bluff Ave., Watch Hill, RI

Contractor: Dimeo Construction Company, Inc.

Contact: Paul Rouyeau 401-781-9800

Landscape Architect: Richter & Cegan, Inc. 860-678-0669

Final Contract: \$1,335,022.00

Perched above the Atlantic Ocean in Watch Hill RI this project is unique in new construction in that it replicates the original building. No detail was ignored and it seemed as if cost was not an issue as this job had nearly 2000 owner generated change orders. From cobblestone driveways, to rooftop gardens, our work included a complex irrigation system, a working herb garden, and an internationally sanctioned croquet court built entirely on sand and sodded with golf-green quality bent grass. This is not the largest project that we have done but it certainly ranks high in degree of difficulty from a coordination standpoint.



**Roger Williams Park Zoo – South American Rainforest Exhibit Building**

1000 Elmwood Ave., Providence, RI 02907

Contractor: Bentley Builders LLC

Landscape Architect: Yoder & Tidwell, Ltd. 401-751-2460

Final Contract: \$340,390.00

Located in the Frederick Law Ohlmstead designed Roger Williams Park, the Faces of the Rainforest is a glass and steel structure with a 40' high atrium that houses a plethora of fauna and flora. Our scope on the project included the installation of specialty soils inside the building along with the sourcing and supply of a variety of indigenous tropical plants. The outdoor exhibits tied in a flamingo pond and a monkey cage to the native looking new landscaping.



## RI Veterans Home

480 Metacom Ave., Bristol, RI 02809

Contractor: Gilbane Building Company

Landscape Architect: Landscape Elements 401-773-4088

Final Contract: \$3,351,077.50

This 110 acre site was transformed into a beautiful residential facility for our state military veterans. This project included trees, shrubs, perennials and custom seed blends to enhance the surroundings. We processed and spread over 30,000 cy of loam and spread over 300 cy of mulch. Our scope of work also included all of the site furnishings such as benches, bike racks, teak tables and chairs, custom made pergolas for the neighborhood areas. Custom made bollards were installed at the front entrance for security. Ten custom made flagpoles we raised. Close to a mile of drip strip was placed at the perimeter of the buildings. A granite paver centerpiece is at the entry area, along with a stone pier entry sign. New fencing and rails were installed. Colored concrete patios and walks surround the site. The historic cannon, trunnion and bell were carefully restored for future generations to enjoy.



### **Tiverton Casino & Hotel**

777 Tiverton Casino Blvd., Tiverton, RI

Contractor: Gilbane Building Company

Landscape Architect: Hali Beckman 401-294-1684

Final Contract: \$1,320,177.25

This was a fast track project where many trades worked closely together and featured a new casino, hotel and parking garage. Our scope of work included trees, shrubs, perennials and various custom seed blends to keep the site looking as natural and low maintenance as possible. We blended and spread over 3,000 cy of custom blended soils that had to pass strict testing specifications. Custom planters and flowers were added to enhance the entranceway. A new rotary with trees, shrubs and groundcovers was installed to assist with the traffic pattern. We worked on an intense accelerated schedule to get the project completed a month ahead of schedule.





# Town of Smithfield

PLANNING DEPARTMENT  
64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917  
TELEPHONE: (401) 233-1017 FACSIMILE: (401) 233-1091

DATE: June 12, 2024  
TO: Smithfield Town Council  
FROM: Michael Phillips, Director of Planning & Economic Development  
RE: Property Sale of William Winsor Elementary School

The Smithfield Town Council issued a Request for Proposals (RFP) at the November 21, 2023 Town Council Meeting for the Sale of William Winsor Elementary School. On December 18, 2023, the Town received three responses to the RFP. The proposals were reviewed and scored based on the evaluation factors set forth in the specifications. The results of the review and scoring of the three responses can be found below with Gemini Housing Corporation edging out the other two responses.

<b>Evaluation Factors</b>	<b>Max Score</b>	<b>RJB Properties, LLC.</b>	<b>Fernandes Construction</b>	<b>Gemini Housing Corp.</b>
Responsiveness and Feasibility of proposed plan	40	30	30	38
Required documentation and ability to meet the development requirements as stated in the RFP	10	10	10	10
Experience	15	15	15	15
Price Offered	35	30	10	35
<b>Grand Total</b>	<b>100</b>	<b>85</b>	<b>65</b>	<b>98</b>

Based on these results we would recommend that the Town Council consider moving forward with awarding the bid to Gemini Housing Corporation.

**Recommended Motion:** Moved that the Smithfield Town Council authorizes the sale of 562 Putnam Pike to Gemini Housing Corporation in the amount of \$810,000. And further move to authorize the Town Solicitor to negotiate a Purchase and Sales agreement with Gemini Housing Corporations attorney and authorize the Town Manager to execute the finalized agreement.

**TOWN OF SMITHFIELD  
BID TABULATION**



**Project:** Property Sale: William Winsor Elementary School  
**Project No.:** 20230630 REV 1.1-13  
**Bid Date:** December 18, 2023  
**Bid Prepared by:** Carlos Santos, Purchasing Agent

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	RJB PROPERTIES, LLC		FERNANDES CONSTRUCTION		GEMINI HOUSING CORP.		AMOUNT
				UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	
1	Proposal Amount			\$ 800,000.00	\$ 800,000.00	\$ 200,000.00	\$ 200,000.00	\$ 810,000.00	\$ 810,000.00	
2										
3										
4										
5										
6										
7										
8										
<b>TOTAL BID AMOUNT</b>				<b>\$</b>	<b>800,000.00</b>	<b>\$</b>	<b>200,000.00</b>	<b>\$</b>	<b>810,000.00</b>	<b>\$</b>
										<b>-</b>

Note: This amount assumes the cost to remediate hazardous conditions is less than \$100,000. This offer is subject to acceptance of Phase 1 environmental study and all permits and approvals to construct up to 42 residential units on this parcel. This offer is NOT subject to financing or any public funding or low-income housing tax credits.

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

# **GEMINI HOUSING CORPORATION**

7 Church St. Greenville, RI 02828

To; Purchasing Agent, Finance Office, Town Hall

64 Farnum Pike

Smithfield, RI, 02917

## **William Winsor Elementary School Proposal**

### **Introduction**

In response to RFP # 20230630 Gemini Housing Corporation (Gemini) proposes to purchase the William Winsor Elementary School located at 562 Putnam Pike, Greenville, RI for the creation of affordable senior housing. Gemini anticipates the construction of 45 one bedroom apartments, all units affordable to Low and Moderate income households.

Gemini offers a bid of **Eight Hundred and Ten Thousand Dollars (\$810,000)**, for the site. This is equivalent to \$18,000 for each of the projected apartments.

### **Developer Information: Background, Experience, Finances**

The proposed Developer, Gemini is the nonprofit affiliate of the Smithfield Housing Authority, and is an experienced developer of affordable housing in Smithfield. With support from the Town of Smithfield, Gemini partnered with the Coventry Housing Associates Corporation in 2016 to develop Georgiaville Village Green 42-unit, affordable family housing development. The project, funded primarily with Low Income Housing Tax Credits, was completed in 2020 and won multiple awards and accolades for its design and construction. Prior to that, in 2005, Gemini co-developed Macintosh Estates, a 45-unit senior housing project, funded through HUD's Section 202 program in conjunction with HOME funds.

Gemini combines ample experience development and management experience with necessary assets and liquidity. Gemini has not filed for the protection of a US Bankruptcy Court within the past 7 years.

Other parties involved in the development at this time include Saccoccio & Associates (Architect), and Barbara Sokoloff Associates (Development Consultant).

### **Project Description**

Based on preliminary conceptual plans, the project will consist of 45 one-bedroom units. The existing school building will be adapted, and the existing west side addition will be extended toward the south. Parts of the first floor which are less appropriate for residential use will be used for a community room, fitness room, office space, and storage. Approximately 35,000 square feet of space will be renovated and an estimated 14,000 square feet will be new construction. Please see the attached preliminary plans .



# GEMINI HOUSING CORPORATION

7 Church St. Greenville, RI 02828

Redevelopment of this school is envisioned by the project team as adding to, not detracting from, the character of the neighborhood. To this end, the town's requirement for a vegetative strip and adherence to the Landscape Ordinance will be incorporated. The existing paved playground at the site will be removed and replaced by a landscaped green space. This site greening is anticipated to have a direct, positive impact on adjacent and nearby residents, as well as the future residents of the project. In addition, the development shall conform to all provisions of the deed transferring the property from the state to the Town as applicable.

## Project Goals and Impacts

Gemini's mission is the provision of affordable housing in Smithfield. This goal and this project are both in line with the Town's goals as well. In particular, the Smithfield Comprehensive Community Plan's housing element directly promotes the use of "existing structures" for use as housing. The William Winsor Elementary School presents an important opportunity for this.

## Project Schedule

Item	Anticipated Timing
Site Acquisition RFP	December 2023
Site Award	January 2023
Predevelopment	September 2023 – January 2024
RIHousing LIHTC Application Submission	December 2025
LIHTC Financing Award	April 2026
Financial Closing	December 2026
Construction Start	March 2027
Initial Occupancy	March 2028

**Please note that Gemini will need to need to obtain financing for the purchase of the property.**

## Attachments

Please see the following exhibits, attached below:

- Developer information (contact information, principals, references)
- Preliminary schematic plans
- Gemini Housing Corporation's financial statements
- A check for \$10,000 to serve as an initial refundable deposit.

Sincerely,



Clare Fortin, Executive Director

# **GEMINI HOUSING CORPORATION**

7 Church St. Greenville, RI 02828

## **Contact Information & References for Gemini Housing Corporation**

Address; 7 Church Street, Greenville, RI, 02828

Authorized Representative; Executive Director Clare Fortin

Telephone; (401) 949-0270

Facsimile; (401) 949-3499

### **References;**

Carol Ventura – Executive Director, Rhode Island Housing ; (401) 457-1129

Julie A. Leddy – Executive Director Coventry Housing Authority and Coventry Housing Associates; (401) 828-4367

Dennis DelGatto – Vice President of Branch Management, Citizens Bank; (401) 334-2990

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of June, 2024, between **Town of Smithfield**, hereinafter referred to as ("**Seller**") and **Gemini Housing Corporation**, a Rhode Island non-profit corporation, hereinafter referred to as ("**Buyer**").

The Seller hereby agrees to **SELL** and the Buyer to **PURCHASE** that certain real estate known as the William Winsor School situated at **562 Putnam Pike, Greenville, Rhode Island**, and described as follows:

**Assessor's Plat 6, Lot 49**

Subject to plat restrictions of record and municipal regulations, property taxes, outstanding sewer charges. Said premises are to be conveyed by good and sufficient Warranty Deed of the Seller, conveying a good and clear title to the same, free from all encumbrances except as aforesaid, and for such deed and conveyance the Buyer is to pay the sum of **EIGHT HUNDRED TEN THOUSAND (\$810,000.00) DOLLARS** of which **ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS** is to be paid as a deposit within (60) days from the execution hereof and the balance of **SIX HUNDRED SIXTY THOUSAND (\$660,000.00) DOLLARS** is to be paid in cash, certified funds or wire transfer at time of closing and delivery of the deed.

It is expressly agreed notwithstanding any other provisions of this Agreement, that this Agreement is subject as follows:

A. **Feasibility Period**: The Buyer shall have a period of **One Hundred Twenty (120) days** from the execution of this Purchase Agreement to accomplish its due diligence with respect

to the Premises (the "Feasibility Period"). Buyer shall have the right to conduct any/all necessary environmental assessments, geotechnical testing, title review, surveys, zoning, availability of utilities, engineering studies, etc. to verify and satisfy to the Buyer's sole discretion that the Premises can be acquired, financed, and used for its intended purpose.

Buyer may, at Buyer's sole risk and expense, access the Premises, to perform preliminary due diligence activities following the execution of this Agreement, including, but not limited to, boundary and topographical surveys, an environmental and geotechnical assessment, and site inspection. Buyer and seller acknowledge that the cost of such due diligence activities shall be the sole responsibility of Buyer. It is understood that all persons entering onto the Premises pursuant hereto shall be covered by commercially reasonable general liability insurance. If any site inspection requires the opening of any walls, vents, pipes, conduits, etc, the premises shall be returned to the same condition as prior thereto after said inspection is concluded.

In the event Buyer elects to terminate this agreement for any reason prior to the expiration of the Feasibility Period, then all Deposits shall be returned to Buyer.

B. **Governmental Permits/Approvals and Financing:** The Buyer shall have a period of **Nine Hundred Seventy Five (975) days** after the expiration of the Feasibility Period (the "Permitting and Financing Period") to obtain all necessary governmental licenses, permits, and approvals to construct a minimum of 42 elderly housing rental units along with any necessary environmental review that may be required.

The Buyer shall also have this same period of **Nine Hundred Seventy Five (975) days** to obtain the issuance of a commitment letter by an institutional mortgage lender to provide financing for the acquisition of this property, along with the construction of 42 elderly housing rental units.

The Seller agrees that Buyer may extend the Permitting and Financing Periods for two additional ninety (90) day periods (i)

to obtain the necessary permits, approvals or financing if the Purchaser is diligently pursuing the permits, approvals or financing , or (ii) if the approval process is being appealed by parties and/or beyond the control of the Purchaser to, conclude the approval process.

In the event Buyer is unable to obtain the necessary permits or financing prior to the expiration of the above set forth period, along with any extensions, then Buyer may elect to terminate this agreement and all Deposits shall be returned to Buyer.

C. **Buyer's Title**: Seller to deliver free and clear marketable title at the time of closing.

Full possession of said premises, free of all occupants, is to be delivered to the Buyer at the time of the delivery of the deed, the said premises to be then in the same condition in which they now are. Any personal property left on the premises after the closing shall be deemed abandoned by the Seller.

Buyer acknowledges that seller has not made and does not make any representations, warranties or other statements as to the condition of the property and buyer acknowledges that at closing it is purchasing the property on an "as is, where is" basis and without relying on any representations or warranties of any kind whatsoever, express or implied, from seller as to any matters concerning the property. No representations or warranties have been made or are made and no responsibility has been or is assumed by seller as to the condition or repair of the property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the property or the condition, repair, value, expense of operation or income potential of the property or any

portion thereof. Buyer acknowledges that seller has requested buyer to inspect fully the property and investigate all matters relevant thereto and, with respect to the condition of the property, to rely solely upon the results of buyer's own inspections. This provision of the purchase and sales agreement shall survive the delivery and acceptance of the deed to the property.

Taxes, sewer and other municipal assessments shall be apportioned as of the day of delivery of the deed.

Upon default by the Buyer, the Seller shall have the right to retain the deposit as liquidated damages and its sole remedy.

The deed is to be delivered and the consideration paid, if the Buyer so requires, at the law office of Joseph Tudino, 915 Smith Street, Providence, Rhode Island, unless some other time and place should be mutually agreed upon.

D. **Closing:** The closing shall take place within **thirty (30)** days following the obtaining of all necessary permits and financing. However, said closing shall occur no later than **thirty (30)** days following the Permitting and Financing Period along with any extension thereof.

All or part of the premises may have been previously determined by the Rhode Island Department of Environmental Management to be a coastal wetland, bay, fresh water wetland, pond, marsh, river bank, or swamp, as these terms are defined in Chapter 1 of Title 2 of the Rhode Island General Laws.

If the Seller shall be unable to give title or to make conveyance as above stipulated, any payments made under this Agreement shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by the Buyer shall be deemed to be a full performance

and discharge hereof.

The Buyer agrees that this property may only be utilized as elderly housing rental units and that this restriction shall survive the closing.

Any notice required by this agreement shall be mailed first class mail, prepaid, as follows:

**To Seller:**           **Town Manager**  
                          **Town of Smithfield**  
                          **64 Farnum Pike**  
                          **Smithfield, RI 02917**

**To Buyer:**           **Gemini Housing Corporation**  
                          **7 Church Street**  
                          **Greenville, RI 02828**

The date of this Agreement shall be the later of the date on which Buyer signs this Agreement or the date on which Seller signs this Agreement, as set forth immediately under the Buyer's and Seller's signatures.

**IN WITNESS WHEREOF**, the said parties hereto, and to another instrument of like tenor, set their hands and seals on the day and year first above written.

Signed and sealed in  
the presence of:

BUYER:

**GEMINI HOUSING CORPORATION**



By \_\_\_\_\_ Date:

SELLER:

Town of Smithfield

By: \_\_\_\_\_ Date:



December 18, 2023

Carlos A. Santos  
 Purchasing Agent  
 Town of Smithfield  
 64 Farnum Pike  
 Smithfield, RI 02917

**Re: Request for Proposals – William Windsor School**

Dear Mr. Santos:

RJB Properties, LLC is pleased to submit a proposal to the Town of Smithfield for the development of 562 Putnam Pike (AP 6 Lot 49) and 0 West Cottage Ave (AP 6 Lot 44A) (the “Parcel”), currently the site of the former William Windsor elementary school. This proposal is in response to RFP #20230630 Rev 11-13.

**Overall Development Concept**

We propose a comprehensive permit development, consisting of approximately 42 residential units, of which 25% would be affordable at 80-120% AMI. A full gut renovation of the existing school building will house approximately 30 units with the balance of the 42 units being new construction at the rear of the school. Note on the conceptual elevation drawing that the historical features of the original school building exterior will be preserved and the exterior of the 1950’s school addition will be enhanced to match the historical features of the original school house. This will be done at a significant cost but will enhance the curb appeal of the project and the buildings will better blend into the surrounding area.

The project would be done in phases. Phase I would be the renovation of the school which would start immediately after receiving all town and state permits and approvals. Once Phase I nears completion and units become available Phase II would begin. Phase II is the construction of the three 4 unit townhouses. The following is the overall expected schedule:

Activity	Start	End
RFP Submission	December 2023	
Acquisition/P&S	January 2024	February 2024
Permitting/Approvals	February 2024	April 2024
Closing	April 2024	
Interior Demolition of School	April 2024	June 2024
Phase I Construction	June 2024	June 2025
Phase II Construction	April 2025	April 2026



### Project Team

RJB Properties, LLC is a local developer/contractor with over 20 years of experience in developing and constructing quality commercial projects in the Lincoln/Smithfield area. We own and manage over 150,000SF of office and commercial properties all of which we have built. A sampling of our development/construction projects are:

52 Reservoir Rd, Smithfield – Industrial Flex Space  
945 Douglas Pike (Laura’s Bar & Grill), Smithfield  
370 George Washington Hwy, Smithfield – Office  
640 George Washington Hwy, Lincoln – Office  
10 Breakneck Hill Rd, Lincoln – Office (renovated elementary school)  
12 Breakneck Hill Rd, Lincoln - Office

RJB Properties, LLC has the financial capabilities to complete the proposed project. Please contact Jeff Cascione of Navigant Credit Union if further verification is needed. RJB Properties, LLC has never filed for bankruptcy proceedings.

### Financial Proposal

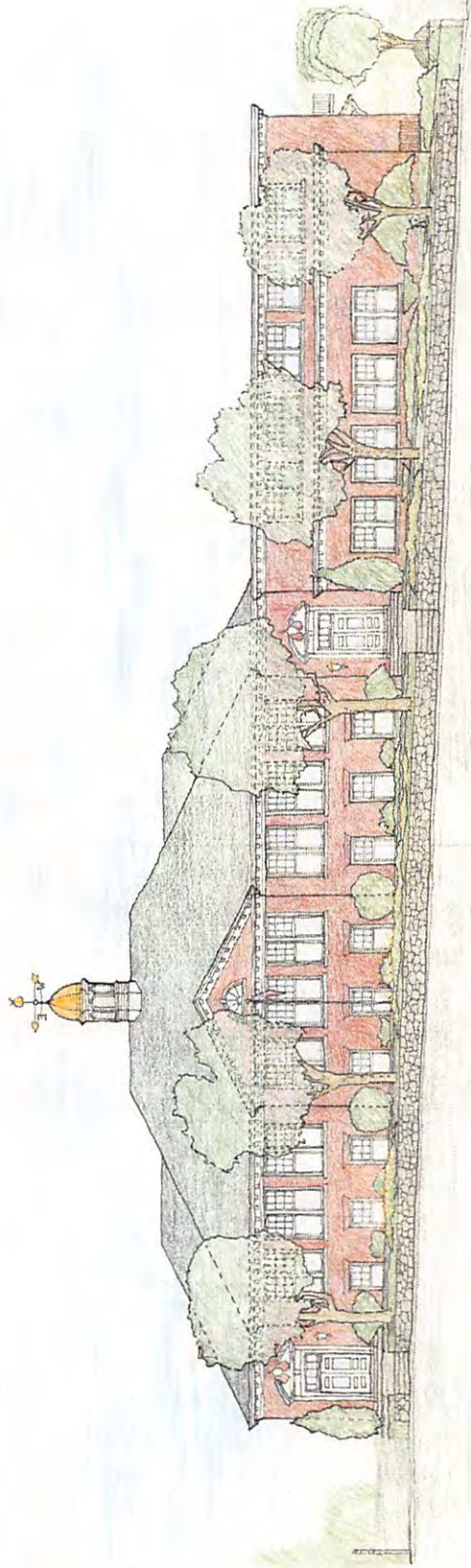
Based on the limited information available the offer purchase price is \$800,000 (Eight-Hundred Thousand dollars). This price assumes the cost to remediate all hazardous conditions (asbestos, tank removal, oil cleanup, etc.) is less than \$100,000. This offer is subject to acceptance of a Phase I environment study and all permits and approvals to construct up to 42 residential units on the parcel. **This offer is not subject to financing or any public funding or low-income housing tax credits.**

A bid deposit of \$10,000 has been previously submitted.

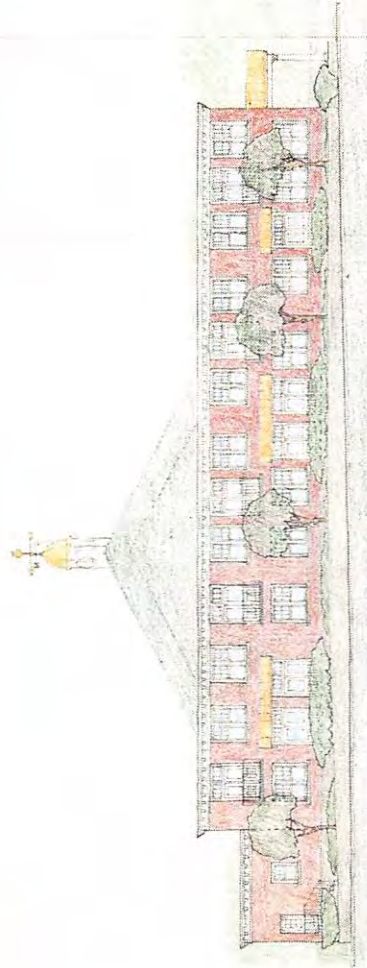
We look forward to working with the Town on this project.

Respectfully,

Ralph Branca  
RJB Properties, LLC  
640 George Washington Hwy  
Building B – Suite 103  
Lincoln, RI 02865



PUTNAM PIKE (NORTH) ELEVATION SCALE: 1/8" = 1'-0"



COTTAGE AVENUE (WEST) ELEVATION SCALE: 3/32" = 1'-0"



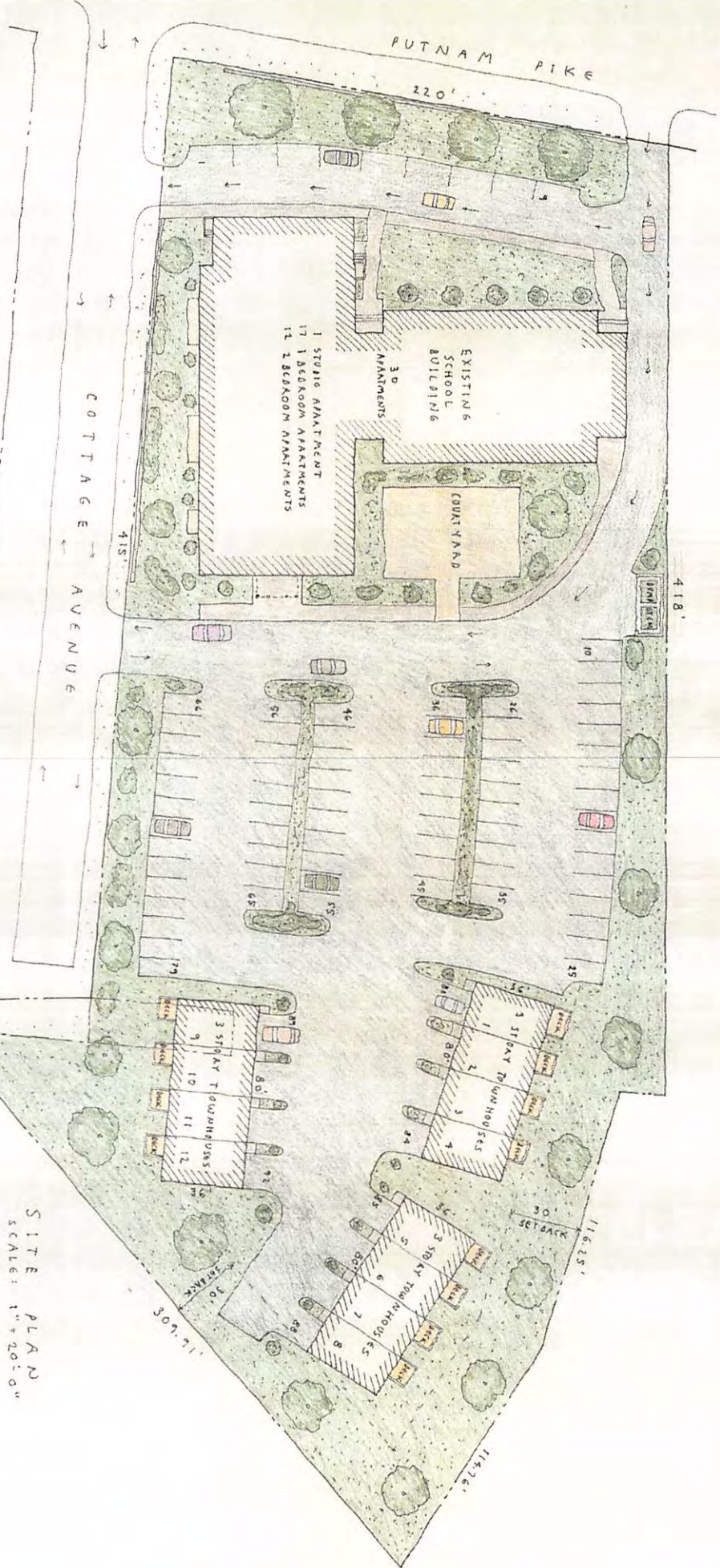
APARTMENTS AND TOWNHOUSES AT WILLIAM WINSON SCHOOL  
 PUTNAM PIKE, SMITHFIELD, R.I.

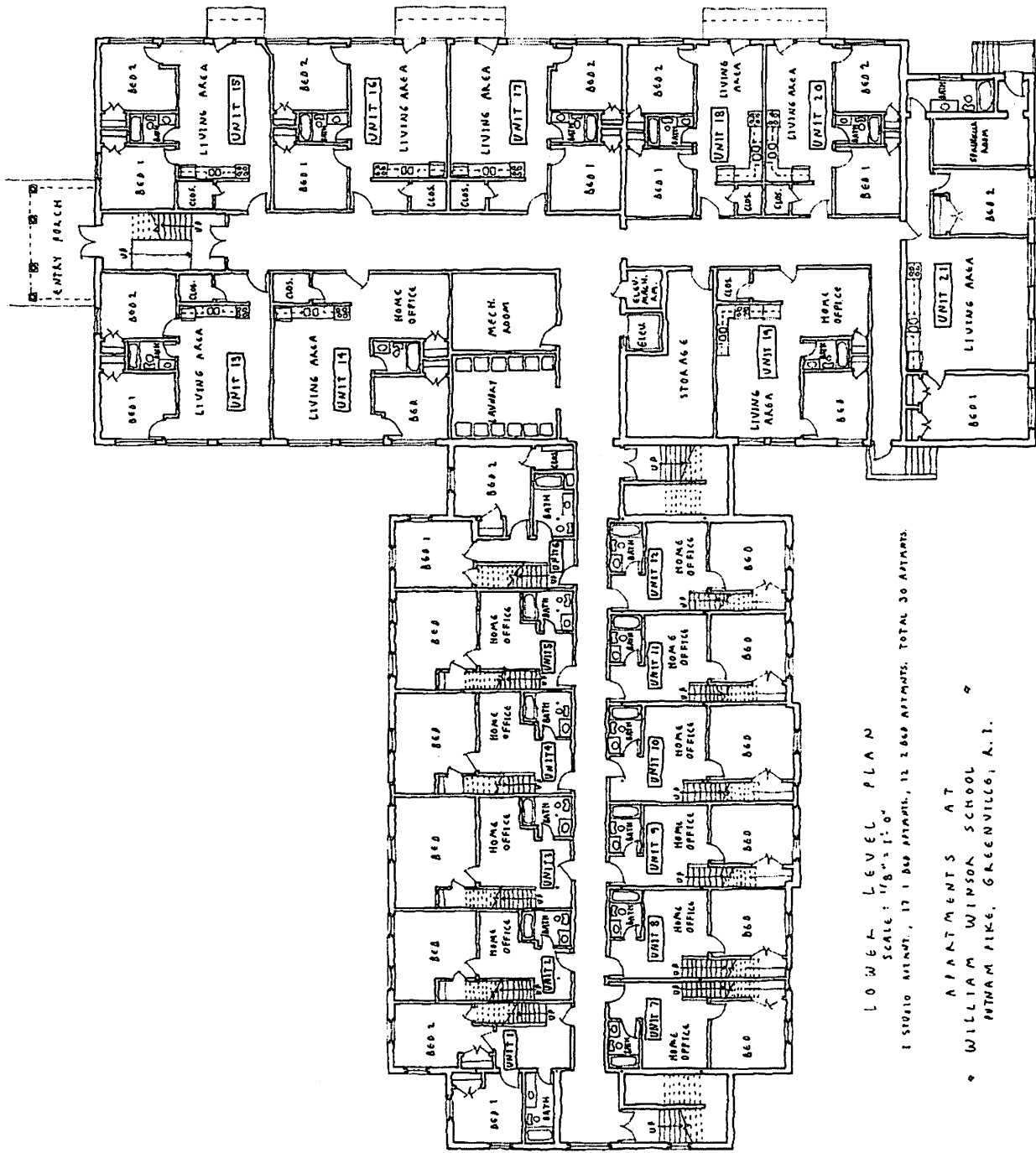
CHRISTOPHER BLEVEY ~ RESIDENTIAL DESIGNER ~ 256 FANNUM PIKE, SMITHFIELD, R.I. 02917 ~ 401-232-7428 4

A CHRISTOPHER BEEYER ~ RESIDENTIAL DESIGNER ~ 256 FAIRMOR PIKE, SMITHFIELD, A.I. 02917 ~ 401-332-7628

APARTMENTS AND TOWNHOUSES AT  
 WILLIAM WINSOR SCHOOL  
 PUTNAM PIKE, SMITHFIELD, A.I.

SITE PLAN  
 SCALE: 1" = 20' 0"





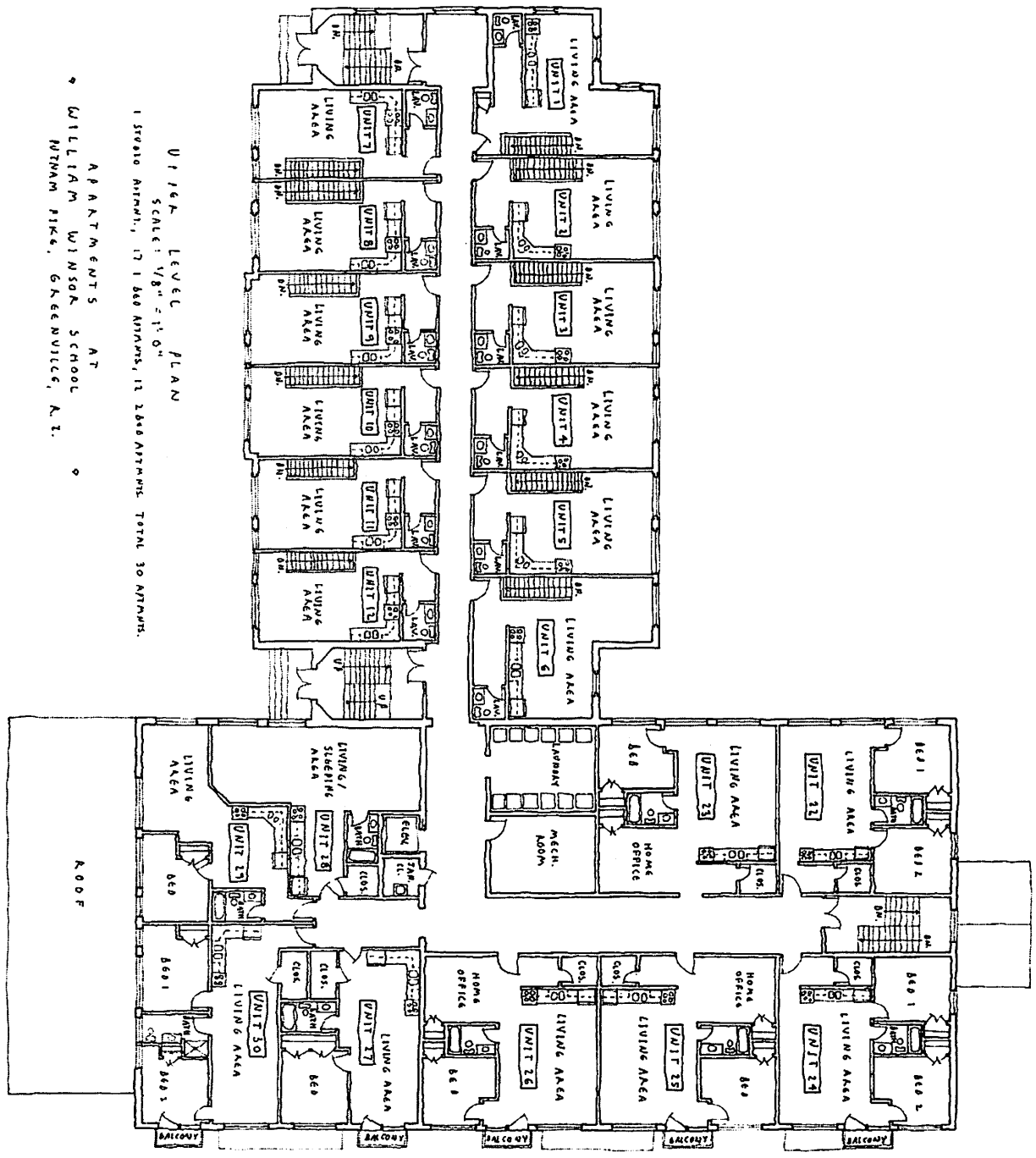
LOWER LEVEL PLAN  
 SCALE: 1/8" = 1'-0"  
 1 STUDIO APARTMENT, 17 1 BR APARTMENTS, 12 2 BR APARTMENTS, TOTAL 30 APARTMENTS  
 APARTMENTS AT  
 WILLIAM WIMSON SCHOOL  
 PUTNAM PIKE, GREENVILLE, A. I.

CHRISTOPHER BLEYER ~ BUILDING DESIGNER ~ 236 FAARNUM PIKE, SMITHFIELD, A. I. 02717 ~ 401-331-9628

CHRISTOPHER BLETCHER ~ BUILDING DESIGNER ~ 256 FAHNDON LANE, SMITHFIELD, R.I. 02917 ~ 401-331-7628

APARTMENTS AT  
 WILLIAM WILSON SCHOOL  
 WISNAM PIKE, GREENVILLE, R.I.

UNIT 6 LEVEL PLAN  
 SCALE: 1/8" = 1'-0"  
 1 STAIRS NORTH, 17 1 BED APPTS., 12 2BED APPTS. TOTAL 30 APPTS.



GARY R. FERNANDES  
FERNANDES CONST  
240 Buxton Street  
North Smithfield, Rhode Island 02896  
(401) 265-7763

December 14, 2023

Town Purchasing Agent  
Smithfield Town Hall  
64 Farnum Pike  
Smithfield, RI 02917

Re: Purchase Proposal W. Winsor Elementary School/562 Putnam Pike, Greenville, RI

Ladies and Gentlemen

For the last 40 years I have specialized in the rehabilitation of and adaptive reuse of abandoned court houses, schools and mill buildings. As to my qualifications and demonstrated experience I hereby submit the following list of abandoned, condemned or underutilized structures which I have rehabilitated and successfully adaptively reused.

Rehabilitated Properties	Building	Built <i>circa</i>
837-839 Social St., Woonsocket, RI (Converted to apartments)	Jenkes Mansion	1810
133-135 River St., Woonsocket, RI (Converted to apartments)	School	1870
320 Grove St., Woonsocket, RI (Converted to apartments)	School	1820
26-28-30-32 Main St., Woonsocket, RI (Converted to apartments and retail space)	Store Front/Commercial Space	1900
83-91 Main St., Woonsocket, RI (Converted to apartments and retail space)	Store Front/Commercial Space	1900
74 South Main St., Woonsocket, RI (Converted to River Falls Restaurant)	Mill	1820
24 Front St., Woonsocket, RI (Converted to condominiums)	Courthouse	1894
125 South Main St., Woonsocket, RI (Converted to apartments and retail space)	Commercial Space	1800
167 Blackstone St., Woonsocket, RI (Converted to 17 apartments)	Assisted Living building	1920
706 Social St., Woonsocket, RI (Converted to 14 apartments)	School	1910
65 Fifth Avenue, Woonsocket, RI (Converted to 14 apartments)	School	1918



For your convenience, in reviewing my experience, I have enclosed pictures representing ten (10) of the above referenced rehabilitated properties.

I do hereby submit my bid in the amount Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the purchase of the W. Winsor Elementary School.

I am the only individual that will be responsible for the project. I intend to own and manage the property once construction is completed. At this time, I own and manage 90 units.

My plan for the W. Winsor Elementary School is to do a complete rehabilitation of the structure but at the same time keep the historical elements of the building inside and out. The building will be converted into 20-25, 1- and 2-bedroom residential units, approximately 1,000 square feet each.

My projects are completed one year from the start of construction, which construction starts as soon as all required permits are obtained.

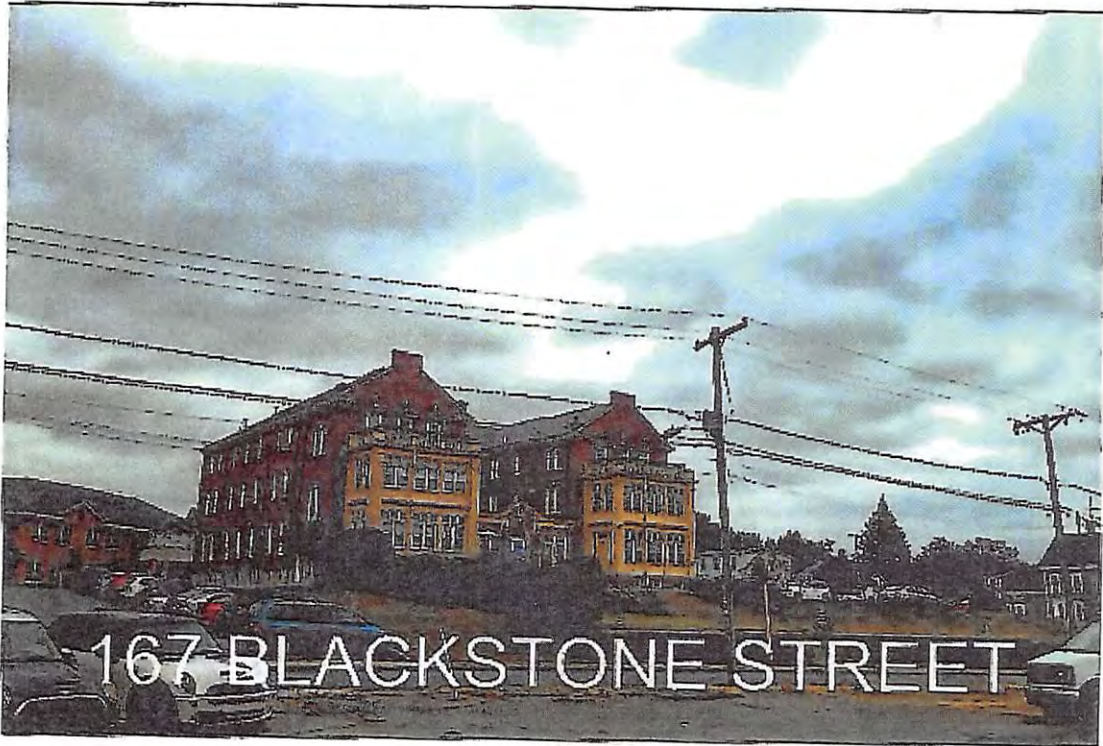
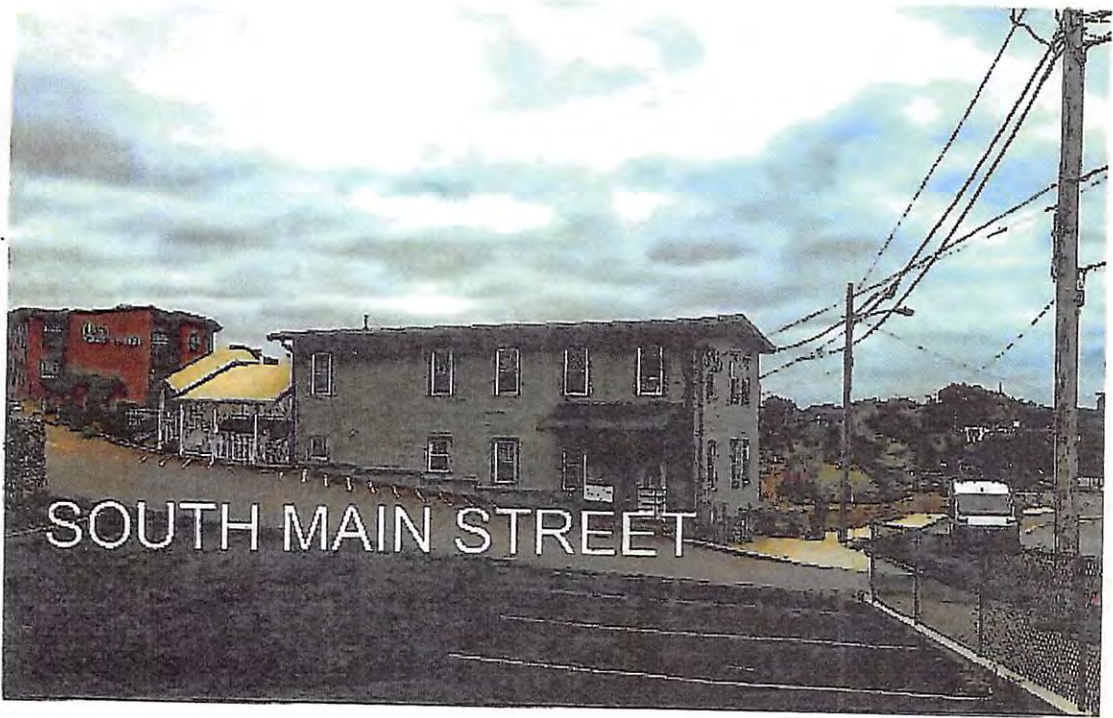
I have enclosed financial letters showing that I am financially responsible for completing this project.

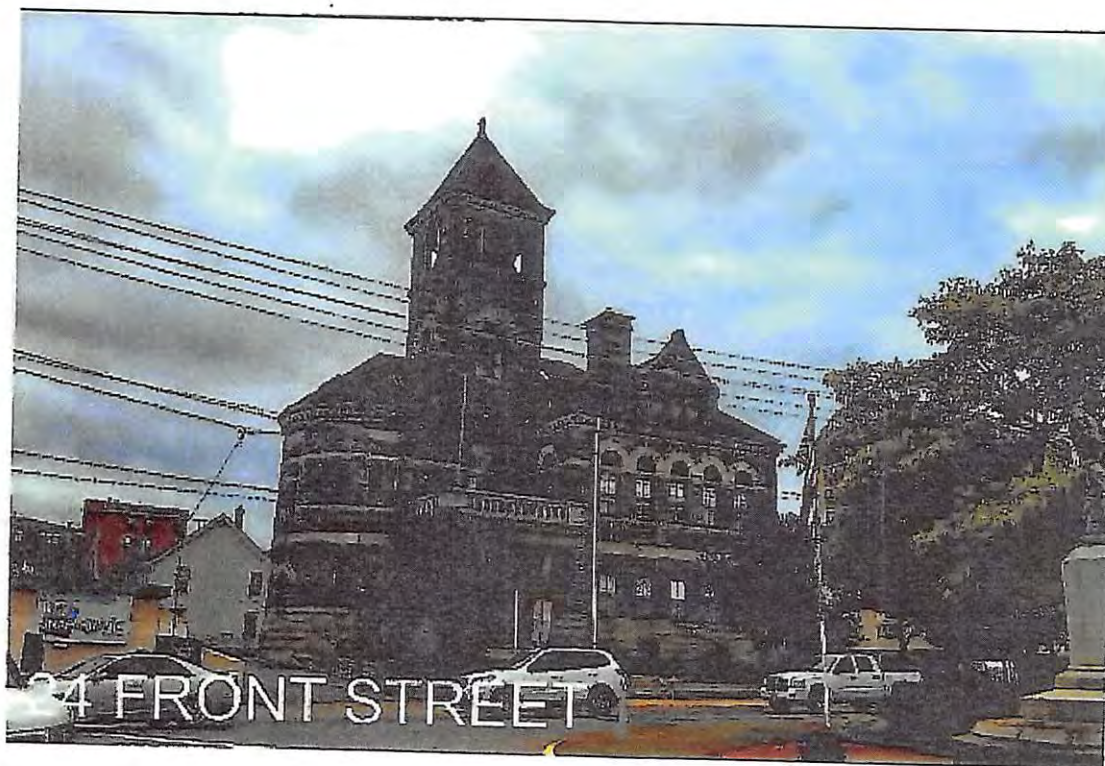
Please be advised that I would welcome the opportunity to work with the Town regarding this very important project.

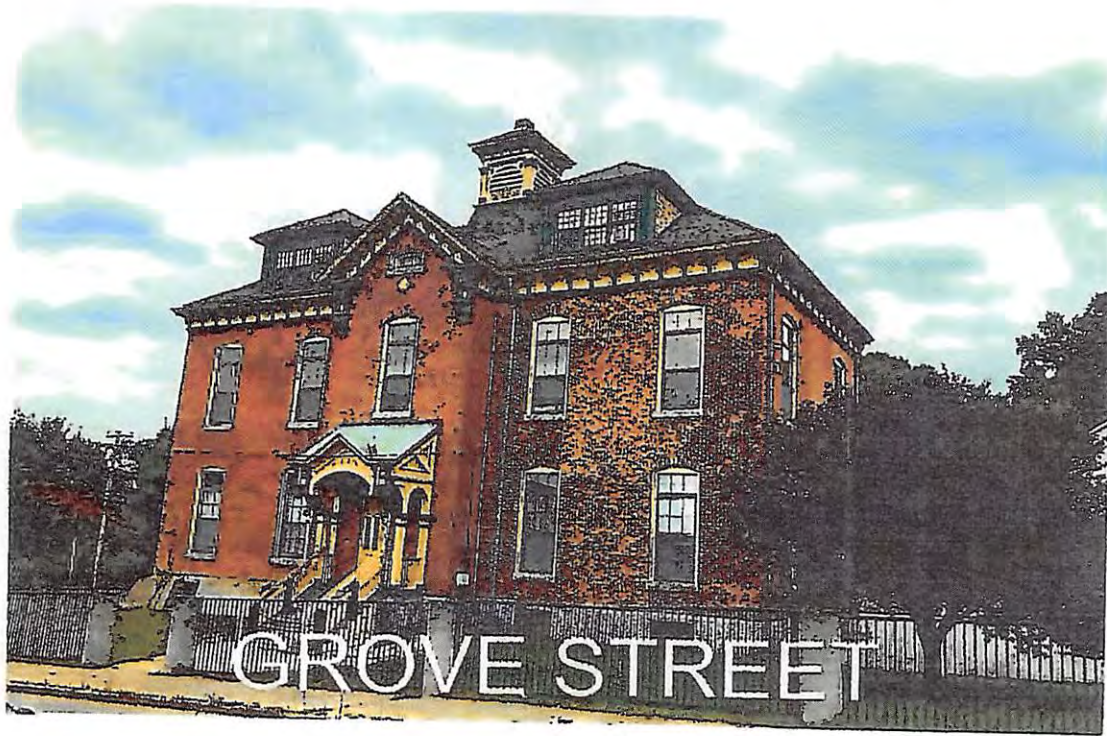
Thank you for your consideration.

  
\_\_\_\_\_  
Gary R. Fernandes













**Mechanics**  
COOPERATIVE BANK

December 14, 2023

To Whom it May Concern:

RE: Gary Fernandes

Please be advised that the subject, Gary Fernandes, has ready access to funds in excess of \$500,000 with Mechanics Cooperative Bank. He is a customer is excellent standing with our Bank.

Please feel free to contact me with any questions at 508-823-7744.

Regards,

Edward F. Petras  
First Vice President



**Mechanics**  
COOPERATIVE BANK

December 14, 2023

To Whom it May Concern:

RE: Gary Fernandes

Please be advised that the subject, Gary Fernandes, has borrowing capacity with Mechanics Cooperative Bank in excess of \$2,000,000. Mr. Fernandes is long time Borrower with the Bank and is in excellent standing.

Please feel free to contact me with any questions at 508-823-7744.

Regards,

Edward F. Petras  
First Vice President







# TOWN OF SMITHFIELD INFORMATION TECHNOLOGY

(401) 233-1011

webmaster@smithfieldri.com

---

## MEMORANDUM

Date: June 18, 2024  
To: Honorable Town Council  
From: Dave Duchesneau, IT Director

**RE: RI MPA 227 (FY22 - ITS75 Software and Services) – DELL Technologies – Town of Smithfield**

### **Background:**

In April of 2024, the Rhode Island Cybersecurity Planning Committee in conjunction with the Rhode Island Emergency Management Agency began accepting project proposals to receive funding for cybersecurity related projects. The Town of Smithfield IT Department has submitted a proposal to migrate the Town to Office 365, which would provide Town employees with the most up to date Microsoft Office applications, as well as move the current email solution from a 3<sup>rd</sup> party host to the Microsoft platform, giving the IT Department more oversight and security controls.

On May 17, 2024, the Rhode Island Cybersecurity Planning Committee approved this project to be funded by the State and Local Cybersecurity Grant Program, under the condition that the Town migrate to a Microsoft Government Community Cloud tenant (GCC). Dell Technologies has considerable experience in this field and is qualified to resell Office 365 government licensing to complete this project.

### **Financial Impact:**

The funding for this contract is contained within the State and Local Cybersecurity Grant Program funds allocated for cybersecurity related projects not to exceed \$14,134.87.

### **Recommendation:**

That the Smithfield Town Council authorizes the Town Manager to enter contract, through the RI MPA 227 (FY22 - ITS75 Software and Services) contract, with Dell Technologies, for the supply of Office 365 GCC licensing, not to exceed \$14,134.87.



# Quote

Date: June 7, 2024  
Dell Quote # JMGEXCL20240607A  
Expiration Date: 7/31/2024

To: Town of Smithfield RI  
Customer # 17246954

Microsoft						
Qty	Manufacturer	Part #	Description	Item Price	Line Total	
40	Microsoft	AAA-11650	Office 365 E3GCC User - 12 Months	\$ 233.74	\$	9,349.60
21	Microsoft	AAA-11646	Office 365 E1GCC User - 12 Months	\$ 101.62	\$	2,134.02
21	Microsoft	AAA-10711	Ent Mobility and Security E3 Per User	\$ 126.25	\$	2,651.25
				<b>Total</b>	<b>\$</b>	<b>14,134.87</b>
MPA 227 --- Requires New Enterprise Agreement to be set up						



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

**PLANNING DEPARTMENT**

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

## MEMORANDUM

**DATE:** June 12, 2024  
**TO:** Smithfield Town council  
**FROM:** Michael Phillips, Town Planner  
**RE:** Mowry Farms – Release of Performance Bond, Acceptance of Maintenance Bond and Acceptance of Public Improvements

The public improvements have been completed at the Mowry Farms subdivision and the developer has requested release of the surety bond posted for said improvements. Pursuant to the Land Development and Subdivision Regulations, the Planning Board reviewed the request on February 15<sup>th</sup> and based on recommendations from the Town Engineer and Director of Public Works, voted to recommend that the Town Council accept all public improvements associated with the subdivision. The Planning Board also recommended that the Town Council authorize the release of \$30,850 from the performance bond and retain \$5,000 maintenance bond to cover any costs incurred during the 1-year guarantee period.

The developer has submitted deeds for Mowry Farms Lane, metes and bounds descriptions and by reference to the final plat drawings. Deeded items include roadway right of way. All drainage facilities and the open space is retained by the Home Owners Association.

Recommended Motions: 1.) That the Smithfield Town Council hereby releases the \$30,850 from the performance bond, retains a maintenance bond in the amount of \$5,000 and accepts all public improvements and land dedications associated with the Mowry Farms subdivision.

**Attachments:**

1. January 29, 2024 Memo from Kevin Cleary, Town Engineer, and Gene Allen, Director of Public Works RE: Acceptance of Public Improvements & Bond Release
2. Deed for Mowry Farms Lane
3. “As-Built” Plan



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917  
Telephone: (401) 233-1041 – Fax: (401) 233-1091

## ENGINEERING DEPARTMENT

Kevin Cleary, PE, LSIT  
Town Engineer


Gavin Lopes  
Engineering Assistant

January 29, 2024

### MEMORANDUM

**TO:** Planning Board, c/o Michael Phillips, Town Planner

**FROM:**

  
Kevin Cleary, PE, LSIT, Town Engineer  
Gene Allen, Director of Public Works

**RE:** ***Acceptance of Public Improvements & Bond Release  
Mowry Farms – Frank Simonelli***

Honorable Planning Board Members:

The developer, as referenced above, has requested the acceptance of Mowry Farms Lane as a Town Accepted Roadway.

Mowry Farms Lane was constructed as part of the Mowry Farms subdivision, an eight-lot residential subdivision which was substantially completed and recorded as a plat in March of 2014. As a result of the recording the applicant posted sufficient bonding to cover incomplete items of work associated with the finish construction of public improvements.

Please see the attached November 20, 2013, Engineering recording bond estimate, proof of bond posting & developer's bond reduction request from July of 2015. The bond reduction request was approved by the Planning Board and included retainage for the remaining incomplete items of work on the project. Since that time, plat build-out has occurred, the developer has completed all the required and bonded incomplete work items in compliance with the approved Subdivision Plan approved by the Smithfield Planning Board and to the satisfaction of the Director of Public Works and Town Engineer. The Town Engineer has inspected all aspects of construction, as they occurred, and certifies that all improvements are completed to meet the approved specifications.

In accordance with the Land Development and Subdivision Regulations the Planning Board shall review the matter, deliberate and consider a recommendation to Town Council to release the bond and accept the public improvements (See attached motion). This office recommends a nominal amount of \$5,000 be retained from the bond as maintenance guarantee to be held for a one (1) year period following acceptance and recommends that the roadway and other associated public improvements be accepted for ownership and maintenance by the Town of Smithfield, as prescribed.

**Motion:**     *The Smithfield Planning Board hereby recommends the Smithfield Town Council consider acceptance of all public improvements associated with Mowry Farms Lane, as depicted on as-built drawings of Mowry Farms subdivision dated December 2014. In accordance with Section VI Article B (j) 4 of the Land Development and Subdivision Regulations, the Smithfield Planning Board recommends acceptance of Mowry Farms Lane as part of the municipal street system whereby upon Town Council approval there-forward the Town of Smithfield shall permanently own, repair and maintain said public right-of-way improvements and infrastructure therein. Furthermore, the Planning Board hereby recommends the Town Council authorize the release of said bond retainer in the amount of \$30,850 and recommend that a Maintenance Bond in the amount of \$5,000 dollars be retained for the 1-year guarantee period following acceptance.*

Cc:     Randy R. Rossi, MBA, CGFM, Town Manager  
        Anthony Gallone, Esq., Town Solicitor  
        Gene Allen, Director of Public Works  
        Michael Phillips, Town Planner/Administrative Officer

Enclosures:     11/17/2023 Acceptance Request Letter – F. Simonelli  
                    Bond Fund Balance Sheet  
                    12/29/2014 Town Engineers Bond Estimate Worksheet

**QUIT CLAIM DEED**

**MOWRY FARMS, LLC**, a limited liability company organized of the Town of Smithfield, County of Providence State of Rhode Island, *for nominal consideration paid, grant to TOWN OF SMITHFIELD*, a Municipal Corporation in the State of Rhode Island, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, all right, title and interest in and to that certain road laid out and designated as Mowry Farms Lane on the plat entitled, "Subdivision Plan for Mowry Farms Assessors Plat 49 Lot 60, Branch Pike, situated in Smithfield Rhode Island, prepared for Providence Pike Investments, G.P., prepared by Millstone Engineering, P.C. October, 2013", **WITH QUIT CLAIM COVENANTS:**


For description of the conveyed road see Exhibit "A", which is attached hereto and made a part hereof by reference.

THE CONSIDERATION FOR THIS TRANSFER IS SUCH THAT NO TAX REVENUE STAMPS ARE REQUIRED.

The undersigned Representative of Grantor hereby covenants that this transaction is such that no R.I.G.L. §44-30-71.3 withholding is required, as the Grantor is a limited liability company organized under the laws of the State of Rhode Island and its members are residents of the State of Rhode Island as evidenced by affidavits.

**IN WITNESS WHEREOF, MOWRY FARMS, LLC**, has caused these presents to be signed and its seal to be duly affixed on this 12 day of JUNE, 2024.

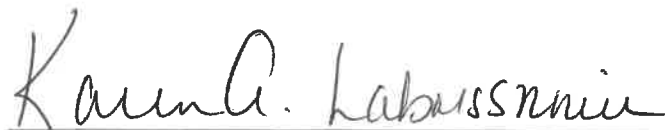
  
\_\_\_\_\_  
Witness

**Mowry Farms, LLC**  
  
\_\_\_\_\_  
Frank Simonelli, Member

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

In Smithfield, on the 12 day of JUNE, 2024, before me personally appeared Frank Simonelli the **Authorized Member**, of **MOWRY FARMS, LLC**, to me known and known by me to be the party executing the foregoing instrument on behalf of said limited liability company, and he acknowledged said instrument, by him executed, to be his free act and deed individually, in said capacity, and the free act and deed of said **MOWRY FARMS, LLC**.



  
\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: 7/23/25

**EXHIBIT "A"**

Being a tract or parcel of land situated in the Town of Smithfield, Rhode Island and being bounded and described as follows:

Beginning at the most southwesterly point of the parcel identified as Smithfield Tax Assessor's Plat 49, Lot 60, on the easterly line of Branch Pike;

Thence running N 25°-04'-31" E with the easterly line of Branch Pike for a distance of 162.83 feet to a point, said point being the point of beginning for Mowry Farms Lane;

Thence running S 80°-41'-47" E for a distance of 479.47 feet to a point of curvature;

Thence running on a curve to the right with a 1450.0-foot radius, 45.12-foot tangent, and 03°-33'-51" delta, for a distance of 90.20 feet to a point of tangency;

Thence running S 77°-07'-55" E for a distance of 275.69 feet to a point of curvature;

Thence running on a curve to the right with a 250.0-foot radius, 107.24-foot tangent, and 46°-26'-11" delta, for a distance of 202.62 feet to a point of tangency;

Thence running S 30°-40'-32" E for a distance of 176.00 feet to a point of curvature;

Thence running on a curve to the left with a 162.0-foot radius, 22.60-foot tangent, and 15°-53'-10" delta, for a distance of 44.92 feet to a point of compound curvature;

Thence running on a curve to the left with a 63.0-foot radius and 180°-00'-00" delta, for a distance of 197.92 feet to a point of compound curvature;

Thence running on a curve to the left with a 162.0-foot radius, 40.30-foot tangent, and 27°-56'-20" delta, for a distance of 79.00 feet to a point of reverse curvature;

Thence running on a curve to the right with a 138.0-foot radius, 55.51-foot tangent, and 43°-49'-30" delta, for a distance of 105.55 feet to a point of tangency;

Thence running N 30°-40'-32" W for a distance of 22.46 feet to a point of curvature;

Thence running on a curve to the left with a 300.0-foot radius, 128.76-foot tangent, and 46°-27'-31" delta, for a distance of 243.26 feet to a point of tangency;

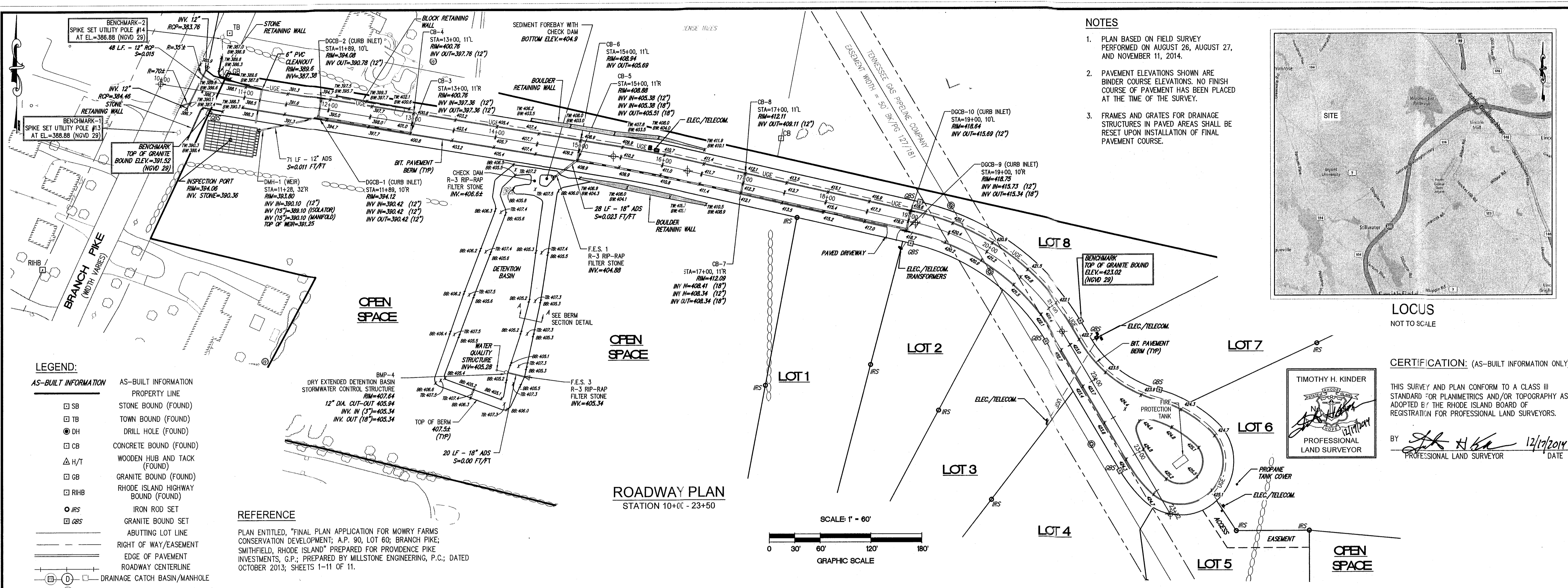
Thence running N 77°-07'-55" W for a distance of 275.59 feet to a point of curvature;

Thence running on a curve to the left with a 1500.0-foot radius, 46.67-foot tangent, and 03°-33'-51" delta, for a distance of 93.31 feet to a point of tangency;

Thence running N 80°-41'-47" W for a distance of 465.35 feet to a point;

Thence running S 25-04'-31" W for a distance of 51.96 feet to the point and place of beginning.

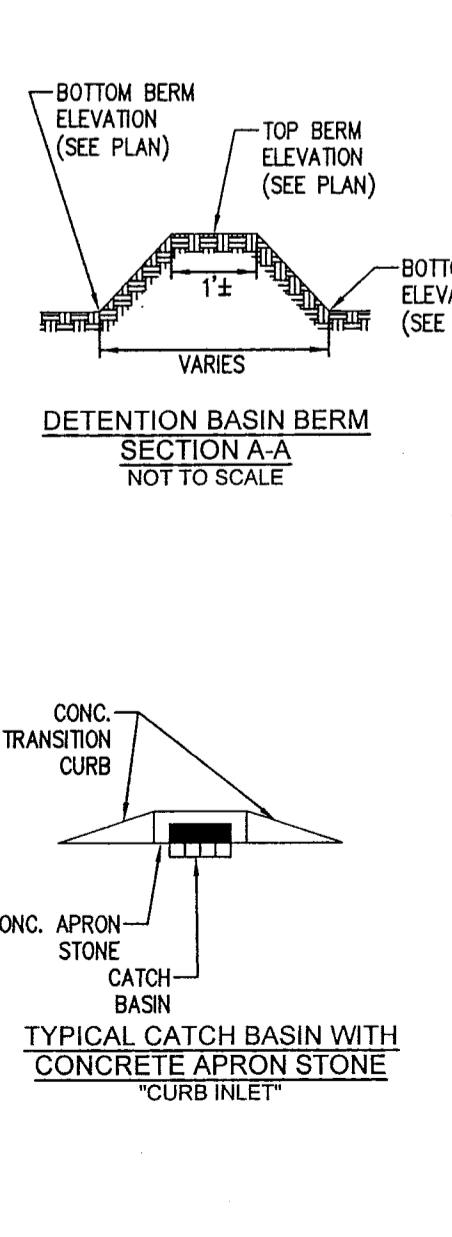
Said parcel contains 76,202 square feet (1.75 acres) of land, be the same more or less.



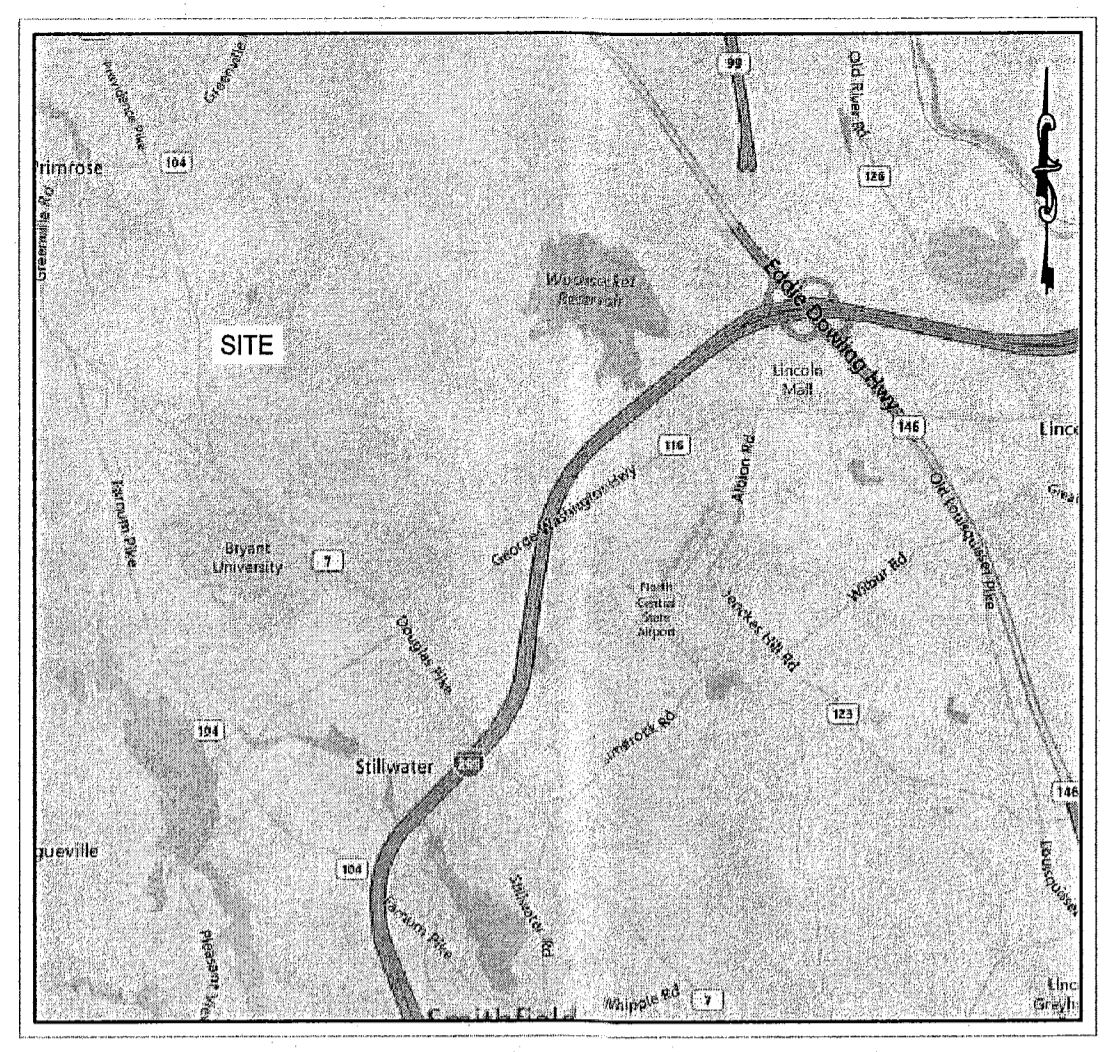
- LEGEND:**
- AS-BUILT INFORMATION**
- SB STONE BOUND (FOUND)
  - TB TOWN BOUND (FOUND)
  - ⊙ DH DRILL HOLE (FOUND)
  - CB CONCRETE BOUND (FOUND)
  - △ H/T WOODEN HUB AND TACK (FOUND)
  - GB GRANITE BOUND (FOUND)
  - RH RHODE ISLAND HIGHWAY BOUND (FOUND)
  - IRS IRON ROD SET
  - GRS GRANITE BOUND SET
  - ABUTTING LOT LINE
  - RIGHT OF WAY/EASEMENT
  - EDGE OF PAVEMENT
  - ROADWAY CENTERLINE
  - DRAINAGE CATCH BASIN/MANHOLE
  - DOUBLE GRATE CATCH BASIN (DGCB)
  - STORM DRAIN
  - GAS EASEMENT
  - ⊙ GAS POST
  - ⊙ LIGHT POLE
  - ⊙ UTILITY POLE
  - ⊙ TREE
  - STONE WALL
  - ACCESS EASEMENT
  - UNDERGROUND ELECTRIC/TELECOM (APPROXIMATE)
  - SPOT GRADE (AS-BUILT)
  - TOP WALL/BOTTOM WALL ELEV.
  - TOP BERM/BOTTOM BERM ELEV.

**REFERENCE**

PLAN ENTITLED, "FINAL PLAN APPLICATION FOR MOWRY FARMS CONSERVATION DEVELOPMENT; A.P. 90, LOT 60; BRANCH PIKE, SMITHFIELD, RHODE ISLAND" PREPARED FOR PROVIDENCE PIKE INVESTMENTS, G.P.; PREPARED BY MILLSTONE ENGINEERING, P.C.; DATED OCTOBER 2013; SHEETS 1-11 OF 11.



- NOTES**
- PLAN BASED ON FIELD SURVEY PERFORMED ON AUGUST 26, AUGUST 27, AND NOVEMBER 11, 2014.
  - PAVEMENT ELEVATIONS SHOWN ARE BINDER COURSE ELEVATIONS. NO FINISH COURSE OF PAVEMENT HAS BEEN PLACED AT THE TIME OF THE SURVEY.
  - FRAMES AND GRATES FOR DRAINAGE STRUCTURES IN PAVED AREAS SHALL BE RESET UPON INSTALLATION OF FINAL PAVEMENT COURSE.



**LOCUS**  
NOT TO SCALE

**TIMOTHY H. KINDER**  
PROFESSIONAL LAND SURVEYOR

**CERTIFICATION: (AS-BUILT INFORMATION ONLY)**

THIS SURVEY AND PLAN CONFORM TO A CLASS III STANDARD FOR PLANIMETRICS AND/OR TOPOGRAPHY AS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS.

BY *[Signature]* 12/17/2014  
PROFESSIONAL LAND SURVEYOR DATE

NO.	DATE	REVISION

**JEFFREY C. HANSON**  
No. 5238  
12/17/14  
REGISTERED PROFESSIONAL ENGINEER

**MILLSTONE ENGINEERING, P.C.**  
CIVIL ENGINEERING • LAND PLANNING

250 Centerville Road, Building E-12  
Warwick, Rhode Island 02886

p. (401) 924-3344 f. (401) 921-3303  
www.MillstoneEng.com

**AS-BUILT PLAN**

**MOWRY FARMS**

A.P. 49, LOT 60  
BRANCH PIKE  
SMITHFIELD, RI

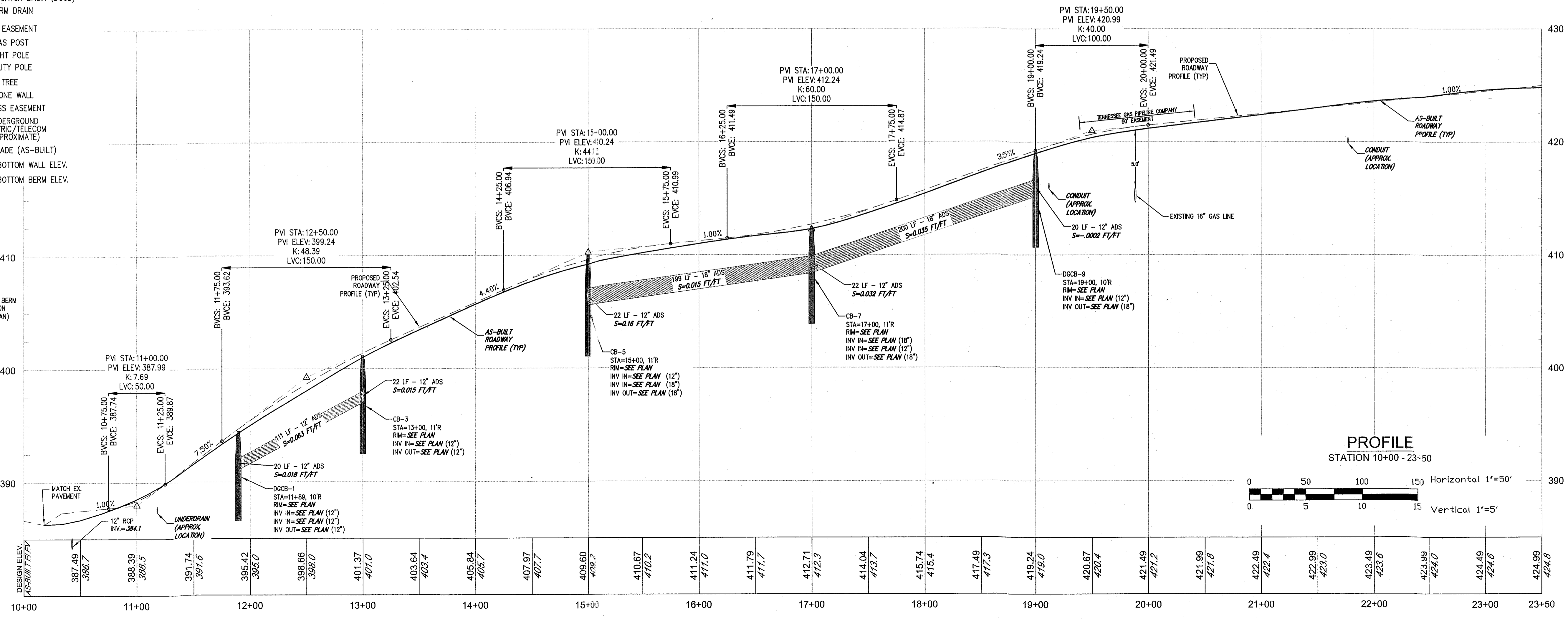
PREPARED FOR:  
**PROVIDENCE PIKE INVESTMENTS, G.P.**

SCALE 1"=60'  
DECEMBER, 2014

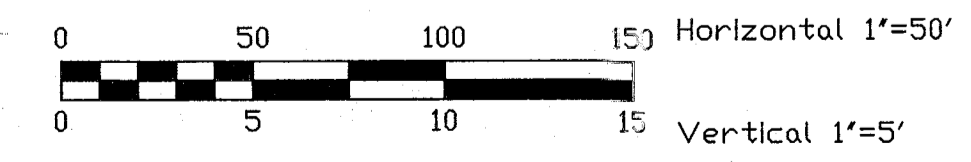
Drawn By: BJC  
Checked By: JCH, THK  
Sheet

**1**  
of 1

FILE NO.: 11.18.22



**PROFILE**  
STATION 10+00 - 23+50



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# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

**PLANNING DEPARTMENT**

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

## MEMORANDUM

**DATE:** June 12, 2024  
**TO:** Smithfield Town council  
**FROM:** Michael Phillips, Town Planner  
**RE:** Canton Court – Release of Performance Bond, Acceptance of Maintenance Bond and Acceptance of Public Improvements

The public improvements have been completed at the subdivision and the developer has requested release of the surety bond posted for said improvements. Pursuant to the Land Development and Subdivision Regulations, the Planning Board reviewed the request on May 16th and based on recommendations from the Town Engineer and Director of Public Works, voted to recommend that the Town Council accept all public improvements, easements and open space lots associated with the subdivision. The Planning Board also recommended that the remaining performance bond (\$40,000) posted for the project be released and that a \$5,000 maintenance bond be posted to cover any costs incurred during the 1-year guarantee period.

The developer has submitted deeds for all facilities to be accepted with metes and bounds descriptions and by reference to the final plat drawings. Deeded items include roadway rights of way for Canton Court and a drainage easement.

### Recommended Motions:

- 1.) That the Performance Bond totaling \$40,000 be released as recommended by the Planning Board and Town Engineer;
- 2.) That a \$5,000 maintenance bond be accepted for the 1-year maintenance guarantee period; and
- 3.) That Town accepts all public improvements and easements including the subdivision roadway, Canton Court.

### Attachments:

1. May 1, 2024 Memo from Kevin Cleary, Town Engineer & Gene Allen, DPW Director to the Town Council, RE: Acceptance of Public Improvements & Bond Release
2. "As-Built" Plans
3. Roadway Deeds



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917  
Telephone: (401) 233-1041 – Fax: (401) 233-1091

## ENGINEERING DEPARTMENT

Gavin Lopes  
Assistant to the Town Engineer

---

May 1, 2024

### MEMORANDUM

**TO:** Planning Board, c/o Michael Phillips, Town Planner

**FROM:**   
Gavin Lopes, Assistant to the Town Engineer  
Gene Allen, Director of Public Works

**RE:** *Acceptance of Public Improvements & Bond Release  
Canton Court – Michael Greico*

Honorable Planning Board Members:

The developer, as referenced above, has requested the acceptance of Canton Court as a Town Accepted Roadway.

Canton Court was constructed as part of the Canton Court subdivision, a five-lot residential subdivision substantially completed and recorded as a plat in March of 2014. As a result of the recording the applicant posted sufficient bonding to cover incomplete items of work associated with the finish construction of public improvements.

Please see the attached November 20, 2013, Engineering recording bond estimate, proof of bond posting & developer's bond reduction request from July of 2015. The bond reduction request was approved by the Planning Board and included retainage for the remaining incomplete items of work on the project.

In accordance with the Land Development and Subdivision Regulations the Planning Board shall review the matter, deliberate and consider a recommendation to Town Council to release the bond and accept the public improvements (See attached motion). This office recommends a nominal amount of \$5,000 be retained from the bond as maintenance guarantee to be held for a one year period and recommends that the roadway and other associated public improvements be accepted for ownership and maintenance by the Town of Smithfield.



# Town of Smithfield

64 FARNUM PIKE

SMITHFIELD, RHODE ISLAND 02917

Telephone: (401) 233-1041 – Fax: (401) 233-1091

## ENGINEERING DEPARTMENT

Gavin Lopes

Assitant to the Town Engineer

---

May 1, 2024

### MEMORANDUM

**TO:** Planning Board, c/o Michael Phillips, Town Planner

**FROM:**

Gavin Lopes, Assistant to the Town Engineer  
Gene Allen, Director of Public Works

**RE:** ***Acceptance of Public Improvements & Bond Release  
Canton Court – Michael Greico***

Honorable Planning Board Members:

The developer, as referenced above, has requested the acceptance of Canton Court as a Town Accepted Roadway.

Canton Court was constructed as part of the Canton Court subdivision, a five-lot residential subdivision substantially completed and recorded as a plat in March of 2014. As a result of the recording the applicant posted sufficient bonding to cover incomplete items of work associated with the finish construction of public improvements.

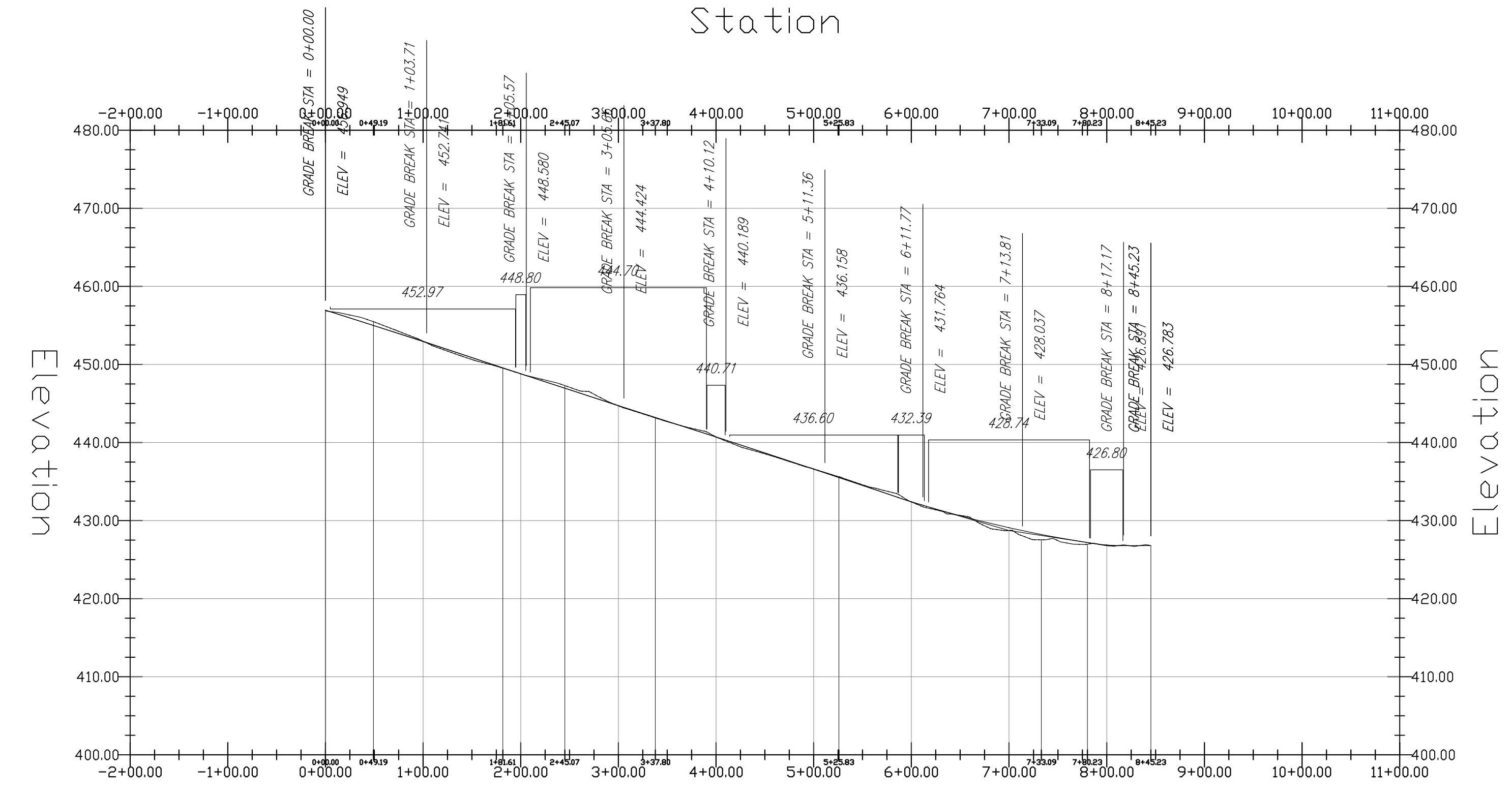
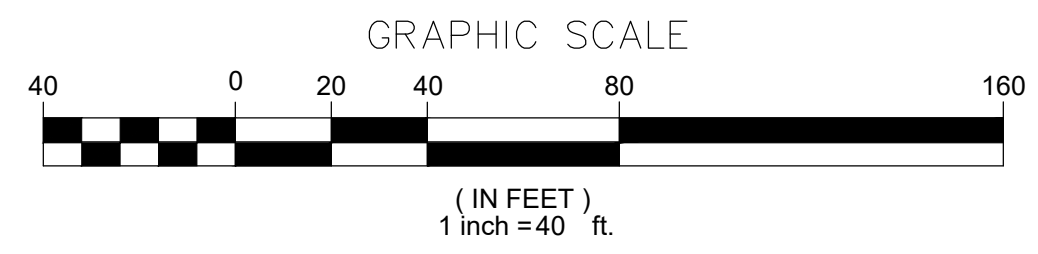
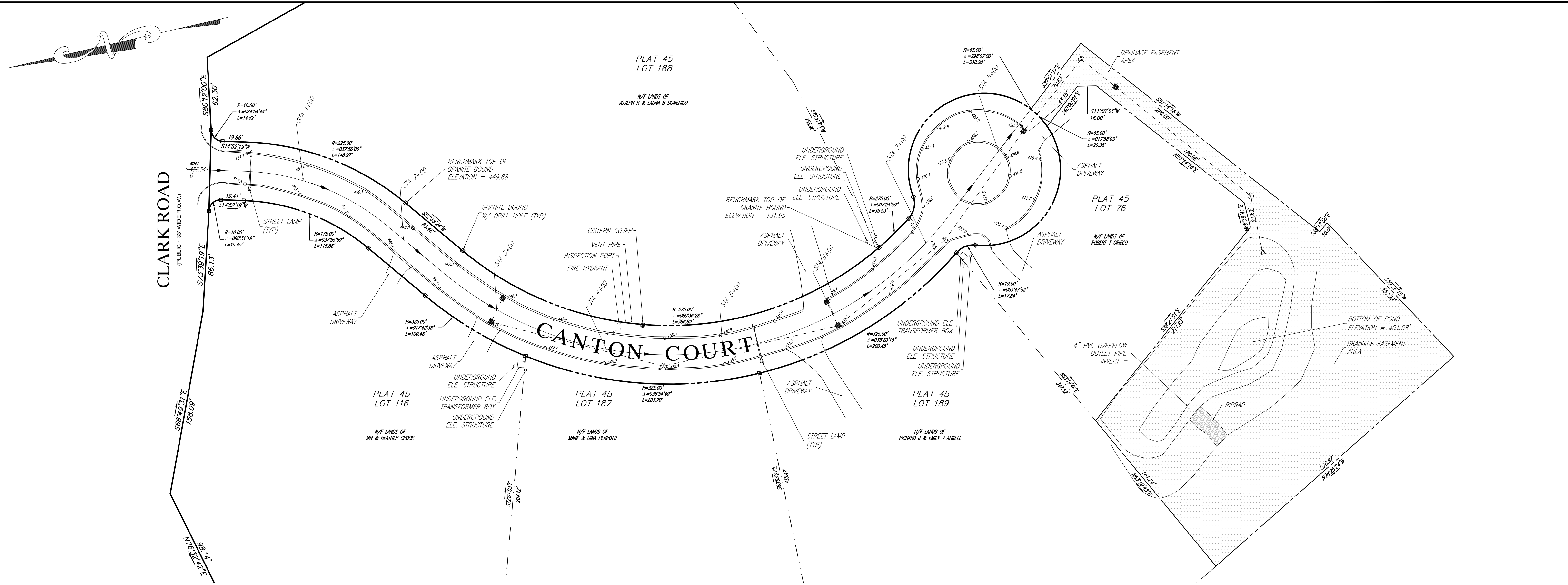
Please see the attached November 20, 2013, Engineering recording bond estimate, proof of bond posting & developer's bond reduction request from July of 2015. The bond reduction request was approved by the Planning Board and included retainage for the remaining incomplete items of work on the project.

In accordance with the Land Development and Subdivision Regulations the Planning Board shall review the matter, deliberate and consider a recommendation to Town Council to release the bond and accept the public improvements (See attached motion). This office recommends a nominal amount of \$5,000 be retained from the bond as maintenance guarantee to be held for a one year period and recommends that the roadway and other associated public improvements be accepted for ownership and maintenance by the Town of Smithfield.

Motion:        *The Smithfield Planning Board hereby recommends the Smithfield Town Council consider acceptance of all public improvements associated with the Canton Court subdivision, as depicted on as-built drawings of the Canton Court subdivision. In accordance with Section VI Article B (j) 4 of the Land Development and Subdivision Regulations, the Smithfield Planning Board recommends acceptance of Mowry Farms Lane as part of the municipal street system whereby the Town of Smithfield shall permanently own, repair and maintain said road. Furthermore, the Planning Board hereby recommends the Town Council authorize the release of said bond retainer in the amount of \$40,000 and recommend that a Maintenance Bond in the amount of \$5,000 dollars be posted for the 1-year guarantee period.*

Cc:        Randy R. Rossi, MBA, CGFM, Town Manager  
             Anthony Gallone, Esq., Town Solicitor

Enclosures:



- NOTES:**
- THIS IS NOT A BOUNDARY SURVEY.
  - THE PURPOSE OF THIS SURVEY IS TO SHOW THE TOPOGRAPHY OF THE AS-BUILT CONDITIONS OF CANTON COURT AND THE DRAINAGE IMPROVEMENTS THEREON.
  - ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS UTILIZING THE KEYSTONE VRS NETWORK (KEYNETGPS).
  - HORIZONTAL INFORMATION SHOWN HEREON IS IN THE RHODE ISLAND STATE PLANE COORDINATE SYSTEM, BASED ON THE NORTH AMERICAN DATUM OF 1983.
  - UNDERGROUND UTILITIES WERE NOT LOCATED EXCEPT AS SHOWN.
  - ADDITIONS OR DELETIONS TO THIS SURVEY PLAN ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
  - THIS IS A FINAL AS-BUILT BASED UPON FIELD CONDITIONS AS SHOWN ON THE DATE OF THIS PLAN.

- REFERENCES:**
- THE TAX ASSESSOR'S MAP OF SMITHFIELD, PROVIDENCE COUNTY, MAP 45.
  - MAP ENTITLED 'SITE IMPROVEMENT PLAN CANTON COURT SUBDIVISION, CLARK ROAD, SMITHFIELD, RI, AP 45 LOT 76', MICHAEL GRIECO SR., APPLICANT, ROBERT GRIECO, OWNER PREPARED BY SUGRUE & ASSOC., INC. CIVIL ENGINEERS AND LAND SURVEYORS.

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO 43B-RIC-2000-1.9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015 AS FOLLOWS:

A. TYPE OF BOUNDARY SURVEY:	MEASUREMENT SPECIFICATION
CONSTRUCTION AS BUILT SURVEY	II
B. OTHER TYPE OF SURVEY:	MEASUREMENT SPECIFICATION:
DATA ACCUMULATION SURVEY	III
(PLANIMETRIC SURVEY, TOPOGRAPHIC SURVEY)	V-3
VERTICAL CONTROL STANDARD	T-2
TOPOGRAPHIC SURVEY ACCURACY	

**"FINAL AS-BUILT FOR ROADWAY AND DRAINAGE OF CANTON COURT"**

LAND IN  
SMITHFIELD, RHODE ISLAND

OWNER/APPLICANT: MICHAEL GRIECO SR.  
AP 45 LOT 76  
7 CANTON COURT  
SMITHFIELD, RI 02917

PREPARED BY: N. VELTRI SURVEY INC.  
26 JULIET ROAD  
NARRAGANSETT, RI 02882  
veltrisurvey@verizon.net



**QUIT CLAIM**

I, ROBERT T. GRIECO, of 11 Countryside Drive, Smithfield, Rhode Island 02917, for nominal consideration paid, grant to TOWN OF SMITHFIELD, a Municipal Corporation in the State of Rhode Island, with a mailing address of 64 Farnum Pike, Smithfield, Rhode Island 02917, all right, title and interest in and to that certain parcel of land, laid out and designated as Canton Court on a plan entitled, Canton Court Subdivision, Plan of Land AP 26, Lots 76 & 116, Clark Road, Smithfield, RI Scale 1"= 100', Dated March 14, 2016, prepared by Sugrue & Assoc. Inc. Civil Engineers and Land Surveyors 72 Hartford Pike N. Scituate RI 02857, WITH QUIT CLAIM COVENANTS.

SEE EXHIBIT A ATTACHED HERETO AND HEREIN INCORPORATED BY REFERENCE.

THE CONSIDERATION FOR THIS TRANSFER IS SUCH THAT NO DOCUMENTARY TAX STAMPS ARE REQUIRED AND NO RIGL 44-30-71.3 WITHHOLDING IS REQUIRED.

WITNESS my hand this 4<sup>th</sup> day of JUNE, 2024.

*[Signature]*  
ROBERT T. GRIECO

STATE OF RHODE ISLAND                     )  
  ) SS:  
COUNTY OF PROVIDENCE                   )

On this day, JUNE 4, 2024, before me personally appeared ROBERT T. GRIECO, as Grantor,  personally known to me or { } proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed to the preceding or attached Quit Claim Deed and acknowledged to me that he signed it voluntarily for its stated purposes.

{SEAL}



*[Signature]*  
\_\_\_\_\_  
Notary Public

**Exhibit – A**  
**Canton Court**

That certain strip of land for purpose of public roadway named Canton Courton located on the Southerly side of Clark Road, in the Town of Smithfield, County of Providence, State of Rhode Island and is bounded and described as follows:

Beginning at a point on the Southerly line of Clark Road, sixty-two and  $30/100$  (62.30) feet Westerly as measured along the Southerly line of said Clark Road from the most Northwesterly corner of land N/F of Corio, Luigi et ux;

Thence Westerly along the Southerly line of said Clark Road a distance of sixty-eight and  $86/100$  (68.86) feet to the point of curvature of Canton Court;

Thence Southeasterly and clockwise along a curve having a radius of ten and  $00/100$  (10.00) feet and an arc distance of fourteen and  $45/100$  feet to the point of tangency of said curve;

Thence Southwesterly a distance of nineteen and  $41/100$  (19.41) feet to the point of curvature of a curve;

Thence Southwesterly and clockwise along a curve having a radius of one hundred seventy-five and  $00/100$  (175.00) feet and an arc distance of one hundred fifteen and  $86/100$  (115.86) feet to the point of tangency of said curve;

Thence Southwesterly a distance of sixty-three and  $46/100$  (63.46) feet to the point of curvature of a curve;

Thence Southeasterly and counterclockwise along a curve having a radius of three hundred twenty-five and  $00/100$  (325.00) feet and an arc distance of five hundred four and  $61/100$  (504.61) feet to the point of reverse curve;

Thence Southwesterly and clockwise along a curve having a radius of nineteen and  $00/100$  (19.00) feet and an arc distance of seventeen and  $84/100$  (17.84) feet to the point of reverse curve;

Thence Southeasterly and counterclockwise along a curve having a radius of sixty-five and  $00/100$  (65.00) feet and an arc distance of three hundred thirty-six and  $59/100$  (336.59) feet to the point of reverse curve;

Thence Northwesterly and clockwise along a curve having a radius of nineteen and  $00/100$  (19.00) feet and an arc distance of nineteen and  $56/100$  (19.56) feet to the point of compound curve;

Thence Northeasterly and clockwise along a curve having a radius of two hundred seventy-five and 00/100 (275.00) feet and an arc distance of four hundred twenty-two and 42/100 (422.42) feet to the point of tangency of said curve;

Thence Northeasterly a distance of sixty-three and 46/100 (63.46) feet to the point of curvature of a curve;

Thence Northeasterly and counterclockwise along a curve having a radius of two hundred twenty-five and 00/100 (225.00) feet and an arc distance of one hundred forty-eight and 97/100 (148.97) feet to the point of tangency of said curve;

Thence Northeasterly a distance of nineteen and 86/100 (19.86) feet to the point of curvature of a curve;

Thence Northeasterly and clockwise along a curve having a radius of ten and 00/100 (10.00) feet and an arc distance of fourteen and 82/100 (14.82) feet to the point of tangency of said curve on the Southerly line of Clark Road at the point and place of beginning and said roadway contains approximately 1.11 acres of land.

***Reference is also hereby made to a plan entitled, Canton Court Subdivision, Plan of Land AP 26, Lots 76 & 116, Clark Road, Smithfield, RI Scale 1" = 100'. Dated March 14, 2016, prepared by Sugrue & Assoc. Inc. Civil Engineers and Land Surveyors 72 Hartford Pike N. Scituate RI 02857.***





**GRANT OF EAS**

I, ROBERT T. GRIECO, of 11 Countryside Drive, Smithfield, Rhode Island 02917(hereinafter referred to as the "Grantor"), does hereby grant to the TOWN OF SMITHFIELD, a municipal corporation (hereinafter referred to as the "Grantee") whose mailing address is 64 Farnum Pike, Smithfield, Rhode Island 02917, in consideration of and consistent with the mutual covenants contained herein, a perpetual easement on, over and across the areas designated as "DRAINAGE EASEMENT AREA", as further described in Exhibit B.

The Grantor, for himself and on behalf of his heirs, successors, and assigns, and the Grantee, for itself and on behalf of its heirs, successors, and assigns, hereby covenant and agree as follows:

- 1. The Grantee will be responsible for the inspection, maintenance, and repair of all of those stormwater drainage facilities constructed by the Grantor.

SEE EXHIBIT B ATTACHED HERETO AND HEREIN INCORPORATED BY REFERENCE.

WITNESS my hand this 4th day of JUNE, 2024.

  
ROBERT T. GRIECO

STATE OF RHODE ISLAND )  
 ) SS:  
COUNTY OF PROVIDENCE )

On this day, JUNE 4, 2024, before me personally appeared ROBERT T. GRIECO, as Grantor, {} personally known to me or { } proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed to the preceding or attached Grant of Easement and acknowledged to me that he signed it voluntarily for its stated purposes.

{SEAL}

  
Notary Public

**Exhibit – B**  
**Canton Court**  
**Drainage Easement Area**

That certain strip of land, situated at the Southerly end of Canton Court, Town of Smithfield, County of Providence and State of Rhode Island, designated as follows:

Beginning at a point on the Southerly end of Canton Court and said point being the most Northeasterly corner of the drainage easement herein described:

Thence Southwesterly with a curve turning to the right with an arc length of 20.30', with a radius of 65.0'

Thence S 37° 25' 28" E a distance of 43.15';

Thence S 14° 25' 6" W a distance of 16.00';

Thence S 53° 48' 49" W a distance of 160.98';

Thence N 88° 46' 46" W a distance of 21.63';

Thence N 35° 46' 28" W a distance of 210.84';

Thence S 65° 55' 21" W a distance of 163.65';

Thence S 25° 28' 46" E a distance of 270.87';

Thence N 54° 21' 37" E a distance of 159.14";

Thence S 35° 38' 23" E a distance of 10.00';

Thence N 53° 53' 56" E a distance of 260.79';

Thence N 37° 17' 04" W a distance of 70.63';

Which is the point of beginning.

Said Drainage Easement containing an area of 52,400 square feet, (1.203 acres) more or less of land

***Reference is also hereby made to a plan entitled, Canton Court Subdivision, Plan of Land AP 26, Lots 76 & 116, Clark Road, Smithfield, RI Scale 1" = 100'. Dated March 14, 2016, prepared by Sugrue & Assoc. Inc. Civil Engineers and Land Surveyors 72 Hartford Pike N. Scituate RI 02857.***