

SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

TUESDAY
April 4, 2023



**SMITHFIELD TOWN COUNCIL MEETING
SMITHFIELD TOWN HALL
COUNCIL CHAMBERS
64 FARNUM PIKE
TUESDAY, APRIL 4, 2023
6:30 P.M.**

6:30 P.M. EXECUTIVE SESSION

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Donna Keegan, Keith Christensen, Beverly Tobin, and Matthew Fague for possible appointment or reappointment to a Town board or commission.

7:00 P.M. AGENDA

- I. Regular meeting reconvened at 7:00 p.m.
 - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
 - A. Smithfield/Coventry/Moses Brown Co-Op Girls' High School Hockey Division 1 State Champions.
 - B. Citation of Environmental Excellence & Commitment – Veolia Water.
- VI. Minutes:
 - A. Move that the minutes of the January 3, 2023 executive session held pursuant to Rhode Island General Laws Section 42-46-5(a)(2) to consider, discuss, and act upon Pending Litigation (Case #: PC-2022-00953, Teresa Graham vs. the Town of Smithfield) be approved as recorded and sealed.
 - B. Move that the minutes of the March 21, 2023 executive session held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Neal Rogers and Anthony Ciacciarelli for possible appointment to a Town board or commission and Rhode Island General Laws, Section 42-46-5(a)(2) Collective Bargaining: Local 2050, International Association of Firefighters, AFL-CIO contract be approved as recorded and sealed.

- C. Move that the minutes of the March 21, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
- A. Sewer Authority appointment with a term expiring in January of 2026.
 - B. Conservation Commission appointment with a term expiring in July of 2024.
- VIII. Public Hearings:
- A. Conduct a public hearing to consider and act upon adopting amendments to the Zoning Ordinance and Zoning Map.
 - B. Consider scheduling a public hearing on May 2, 2023 to consider and act upon sewer usage rate changes.
 - C. Sitting as the Smithfield Water Supply Board, consider scheduling a public hearing on May 16, 2023 consider and act upon water rate changes.
 - D. Consider scheduling a public hearing on April 18, 2023 to consider and act upon a request for abandonment of a portion of the Pine Drive right of way.
- IX. Licenses:
- A. Consider, discuss, and act upon approving the annual renewal of ten (10) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Botan, LLC d/b/a “Wise Guys Deli”, 1201 Douglas Pike
 - 2. Douglas Cochrane d/b/a “Releaf Center”, 375 Putnam Pike, #21
 - 3. GameStop, Inc. d/b/a “GameStop Store #4848”, 371 Putnam Pike Unit 190
 - 4. Grams Girls, Inc. d/b/a “Cardsmart Smithfield”, 445 Putnam Pike
 - 5. MDB-T, LLC d/b/a “Toyota of Smithfield”, 550 George Washington Highway
 - 6. NEFL, Inc. d/b/a “New England Frozen Lemonade”, 15 Indian Head Trail
 - 7. Princes & Sons Pizza, Inc. d/b/a “Depetrillo’s Pizza & Bakery”, 105 Pleasant View Avenue
 - 8. Rhode Island CVS Pharmacy, LLC d/b/a “CVS Pharmacy#330”, 445 Putnam Pike
 - 9. Riptide Fitness, LLC d/b/a “Planet Fitness”, 445 Putnam Pike
 - 10. Speedway, LLC d/b/a “Speedway #02821”, 263 Putnam Pike
 - B. Consider, discuss, and act upon approving the annual renewal of one (1) Pool Table License, as applied, subject to compliance with all State regulations and local ordinances.
 - 1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)

- C. Consider, discuss, and act upon approving the annual renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all State regulations and local ordinances.
1. On the Rhode Café, LLC d/b/a “On the Rhode Café”, to sell coffee, bagels and donuts from a truck with RI Reg. 1BZ291, 73B Gene Allen Road, Foster, RI
- D. Consider, discuss, and act upon approving the annual renewal of two (2) Massage Establishment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
1. Chalom MacDermott d/b/a “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4
 2. Oasis Spa, Inc., d/b/a “Oasis Spa, Inc.”, 9 Cedar Swamp Road, #9
- E. Consider, discuss, and act upon approving the annual renewal of two (2) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.
1. Chalom MacDermott working at “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4
 2. Ying Shu Li working at “Oasis Spa, Inc.”, 9 Cedar Swamp Road #9
- F. Consider, discuss, and act upon approving a new Victualling Only License for Smithfield Cookies, LLC d/b/a “Crumbly Cookies”, 371 Putnam Pike, Unit 195, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the Smithfield Building Official and final approval from the RI Department of Health.
- G. Consider, discuss, and act upon approving one (1) Special Event License for the Smithfield Parks and Recreation Department for an “Easter Egg Hunt and Easter Bunny”, 1 William J. Hawkins, Jr. Trail on the following date:
- Saturday, April 8, 2023 starting at 10:00 a.m.
- All Special Event Licenses for the Smithfield Parks and Recreation Department are subject to compliance with all State regulations and local ordinances.
- H. Consider, discuss, and act upon approving one (1) Special Event License for the Smithfield Parks and Recreation Department for a “Camp & Vendor Fair”, 1 William J. Hawkins, Jr. Trail on the following date:
- Friday, April 14, 2023 from 11:00 a.m. to 1:00 p.m.

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

- I. Consider, discuss, and act upon approving a new Victualling Only License for Cava Mezze Grill, LLC d/b/a “Cava Mezze Grill”, 473 Putnam Pike, with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, local ordinances, final approval from the Smithfield Building Official and final approval from the RI Department of Health.

X. Old Business:

- A. Consider, discuss, and act upon approving outdoor seating and bar service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, located at 294 Waterman Avenue, as applied, subject to compliance with all State regulations, local ordinances and final approval from the Smithfield Building Official on the proposed outdoor seating area.

XI. New Business:

- A. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon a bid award for on-call professional engineering & consulting services.
- B. Sitting as the Smithfield Water Supply Board, consider, discuss, and act upon authorizing a request for proposals for the North Providence Pressure Reducing Project.
- C. Consider, discuss, and act upon a contract extension with Hague, Sahady & Co., P.C. for financial audit services in the amount of fifty-nine thousand and five hundred dollars (\$59,500).
- D. Consider, discuss, and act upon adopting a resolution in support of Rhode Island Day at Vicksburg National Military Park sponsored by Council President T. Michael Lawton and Council Member John J. Tassoni, Jr.
- E. Consider, discuss, and act upon adopting a resolution to establish a Town Ordinance Working Group sponsored by Council Vice President Michael P. Iannotti and Council Member Rachel S. Toppi.
- F. Consider, discuss, and act upon appointing two (2) Town Council Members to the Town Ordinance Working Group.
- G. Consider, discuss, and act upon authorizing a contract with Aramsco, through the RI Master Price Agreement #364, for flooring replacement at the Senior Center in an amount not to exceed thirteen thousand, seven hundred seventy-

four dollars and zero cents (\$13,774.00).

H. Consider, discuss, and act upon the abatement of uncollectable cell tower tax bills in the amount of seventy-nine thousand, five hundred, seventy-one dollars and thirty-seven cents (\$79,571.37) for Velocita Wireless & Skytel from 2008 to 2014.

I. Consider, discuss, and act upon the appointment of a Town Clerk.

XII. Public Comment.

XIII. Adjournment.

AGENDA POSTED: FRIDAY, MARCH 31, 2023

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

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

PLEASE SEE EXECUTIVE
SESSION ENVELOPE

MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

Date: Tuesday, March 21, 2023

Place: Smithfield Town Hall

Time: 6:30 P.M.

Present:

Town Council President T. Michael Lawton
Town Council Member Sean M Kilduff (excused)
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
Acting Town Clerk Lyn M. Antonuccio

I. President Lawton calls the Tuesday, March 21, 2023 Smithfield Town Council Meeting to order at 7:00 p.m.

At 6:30 p.m., a motion was made by Vice President Iannotti, seconded by Member Tassoni, to convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(1) Personnel; to interview Neal Rogers and Anthony Ciacciarelli for possible appointment to a Town board or commission and Rhode Island General Laws, Section 42-46-5(a)(2) Collective Bargaining: Local 2050, International Association of Firefighters, AFL-CIO contract. At 6:55 p.m. a motion was made by Vice President Iannotti, seconded by Member Toppi, to adjourn the executive session and seal the minutes. The motion was unanimously approved.

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

II. President Lawton offers a prayer.

III. Salute to the flag.

IV. Emergency Evacuation and Health Notification

V. Presentations:

A. Smithfield Samaritans – Grey Ledge Medical Management’s Activities Committee.

President Lawton explains that the Smithfield Samaritan Program encourages anyone in the community to self-nominate or submit a name to the Town Manager, of a Smithfield resident or business in town who is doing or has performed an act of kindness or a good deed that is notable or charitable.

The Town Council will review all nominations that are submitted and will each month select one individual or business to be recognized with a citation and the opportunity to speak at the council meeting explaining their good deeds “on the record.”

President Lawton further explains that Julie Sylvestre has nominated Grey Ledge Medical's Activities committee by submitting the following:

"Anne Morrow, a lifelong Smithfield resident, is the Chairperson for Grey Ledge Medical's Activities Committee, which consists of 5 GLMM employees. The Activities Committee consistently researches charitable organizations and organizes donations each month and in some cases they identify multiple charities per month to support.

From arranging employee donations to local food pantries, to organizing group events like charitable trivia nights at the Thirsty Beaver, to supporting Smithfield High School's upcoming trivia night, and most recently, raising money, clothing and household items for a family who lost their home in a fire. The members consistently look at ways that our company can support the residents of Smithfield RI.

It would be wonderful if this team of energetic and thoughtful people could be recognized for all of their efforts and support to the local community".

The council presents Grey Ledge Medical's Activities Committee with a certificate of recognition.

VI. Minutes:

- A. Move that the minutes of the March 7, 2023 open session meeting held be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the March 7, 2023 executive session meeting be approved as recorded and sealed. **Motion is approved by a unanimous 4/0 vote.**

- B. Move that the minutes of the March 14, 2023 open session meeting be approved as recorded.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the March 14, 2023 open session meeting be approved as recorded. **Motion is approved by a unanimous 4/0 vote.**

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

VIII. Public Hearings:

- A. Conduct a Public Hearing to consider, discuss and act upon approving the relocation of a Class B-Victualler License for Copperfield's, Inc. d/b/a "Copperfield's Bar and Grill, relocating from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35, 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 and local ordinances, a Certificate of Good Standing from the RI Division of Taxation, a copy of the Retail Sales Permit and**

approval from the RI Department of Health.

President Lawton suggests moving this agenda item as the attorney representing “Copperfield’s” as not yet arrived.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, to move this agenda item to be heard later. **Motion is approved by a unanimous 4/0 vote.**

B. Conduct a Public Hearing to consider, discuss and act upon approving outdoor seating and bar service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, located at 294 Waterman Avenue, as applied, subject to compliance with all State regulations, local ordinances and final approval from the Smithfield Building Official on the proposed outdoor seating area.

President Lawton declares the public hearing open.

Acting Town Clerk Antonuccio states that she has not yet received the final approval from the Building Official.

The owner of “Rangoon” Isabel Juan explains to the members that her establishment has been located in Town for fifteen (15) years, and she has been doing the best she can because the pandemic hit business hard. Ms. Juan further explains that she is hoping to attract more business by offering outdoor seating.

Ms. Juan also explains that for the past fifteen (15) years she has followed all of the rules/regulations and has been cooperating with the neighborhood. Ms. Juan felt that in order to stay in Town and attract more business, and to be more community oriented, she needed to do something better.

Ms. Juan states that the outdoor seating will consist of approximately twenty (20) seats, and the restaurant closes at 10:00 p.m.

President Lawton questions if an inspection report was received. Ms. Juan states that she is working with an architect, and she has been in contact with the Building/Zoning Department and the Fire Department. Ms. Juan further states that the architect is currently drawing the plan, and she hopes to have it within the next two (2) weeks.

Member Toppi questions the status of the building report. Acting Town Clerk Antonuccio states that she has not received any report, however, Ms. Juan has been in contact with that office. Ms. Juan explains that she received inspections from the Building and Fire Departments approximately two (2) months ago for her liquor license renewal.

Solicitor Gallone questions if the plans have been submitted to the Building Department. Ms. Juan states that she submitted her request for temporary outdoor seating consisted of a drawing, however, because that will be ending she is applying for permanent outdoor seating.

Member Toppi questions who is holding up the process. Ms. Juan explains that the Building Department needs to review the drawing.

Acting Town Clerk Antonuccio explains that the inspections Ms. Juan is referring to are required as part of the liquor license renewal process.

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

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council continue the public hearing for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, located at 294 Waterman Avenue to April 4, 2023. **Motion is approved by a unanimous 4/0 vote.**

A. Conduct a Public Hearing to consider, discuss and act upon approving the relocation of a Class B-Victualler License for Copperfield’s, Inc. d/b/a “Copperfield’s Bar and Grill, relocating from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35, 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 and local ordinances, a Certificate of Good Standing from the RI Division of Taxation, a copy of the Retail Sales Permit and approval from the RI Department of Health.

President Lawton declares the public hearing open.

Attorney Stefanie DiMaio representing “Copperfield’s” explains that she was informed today that there was an objection to the relocation of this liquor license.

Solicitor Gallone explains that there was an objection filed by Attorney John Mancini on behalf of the landlord stating that there is an outstanding Consent Order in Superior Court resulting from an eviction proceeding, and \$18,000 is being held in escrow of the court registry. Solicitor Gallone believes the escrow was released, however, there is a balance due of \$652. Solicitor Gallone further explains that the full judgement has not been satisfied.

Solicitor Gallone states that the Consent Order states that the tenant has until April 1, 2023 to comply with the agreement.

Attorney DiMaio states that she was involved in the eviction proceedings and there was an agreement for \$18,652.00, and \$18,000 was held in escrow in the court registry. Attorney DiMaio further states that the entire judgement is stayed until April 1, 2023.

Attorney DiMaio reminds the members that the landlord and his attorney had the opportunity to object to “Copperfield’s” renewal at the March 7, 2023 meeting and neither appeared. Attorney DiMaio requests that the council approve the relocation of this liquor license.

Solicitor Gallone suggests making the motion subject to the judgement being satisfied.

Member Tassoni questions the hours of operation. Acting Town Clerk Antonuccio states that those hours coincide with state law.

Member Tassoni states that he is not in favor of granting the relocation of this license because of events that have taken place there. Member Tassoni further states that the Acting Town Clerk gave him paperwork explaining the additional work the Town has to do when establishments are not in compliance. Member Tassoni also states that he owns a business, and he pays and submits his paperwork on time. Member Tassoni explains that it seems to be the same individuals, and he wants to change the ordinance because it is not fair when the Town is running around in order to help these businesses to flourish and there is always backlash.

Member Tassoni feels that the services of the Town are being used, and it is not appropriate because if you own a business you should be responsible enough to get your paperwork submitted on time pay and pay your bills on time.

Member Toppi questions how many business were late last year making payments or submitting their paperwork. Acting Town Clerk Antonuccio states approximately ten (10) businesses were late with either or both of those items.

Member Toppi also questions how many times this establishment was late paying their tangible taxes. Member Tassoni gives Member Toppi those dates.

President Lawton questions if those payments were ultimately made. Acting Town Clerk Antonuccio states the payments were made.

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

Vice President Iannotti states that if this is not the only business that has not paid on time, and licenses have been approved for other businesses, should this business be singled out. Vice President Iannotti feels that there needs to be a policy that is applied evenly to all businesses.

Member Tassoni states that the ordinance needs to be “fixed”.

Motion is made by Vice President Iannotti, seconded by Member Toppi that the Smithfield Town Council approve the relocation of a Class B-Victualler License for Copperfield’s, Inc. d/b/a “Copperfield’s Bar and Grill, relocating from 9 Cedar Swamp Road to 375 Putnam Pike, Unit 35, 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 and local ordinances, a Certificate of Good Standing from the RI Division of Taxation, a copy of the Retail Sales Permit and approval from the RI Department of Health, and subject to the payment of any monies owed pursuant to the State of Rhode Island Superior Court stipulation, judgement and civil action in Kent County KD-2022-0655. **Motion is approved by a 4/1 vote. Member Tassoni votes nay.**

Solicitor Gallone states that confirmation of payment must be provided. Attorney DiMaio states that she will provide the payment confirmation.

IX. Licenses:

- A. Consider, discuss and act upon approving a new Victualling License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", located at 375 Putnam Pike, Unit 35, 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, final approval from RI Department of Health and a copy of the Retail Sales Permit.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council approve a new Victualling License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", located at 375 Putnam Pike, Unit 35, 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, final approval from RI Department of Health and a copy of the Retail Sales Permit. **Motion is approved by a 3/1 vote. Member Tassoni votes nay.**

- B. Consider, discuss and act upon approving a new Entertainment License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", located at 375 Putnam Pike, Unit 35.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council approve a new Entertainment License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", located at 375 Putnam Pike, Unit 35. **Motion is approved by a 3/1 vote. Member Tassoni votes nay.**

- C. Consider, discuss and act upon approving a new Special Dance License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", located at 375 Putnam Pike, Unit 35.**

Motion is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council approve a new Special Dance License for Copperfield's, Inc. d/b/a "Copperfield's Bar & Grill", located at 375 Putnam Pike, Unit 35. **Motion is approved by a 3/1 vote. Member Tassoni votes nay.**

- D. Consider, discuss and act upon approving the annual renewal of fourteen (14) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.**
- 1. Amrah H. Siddiqui d/b/a "Shop N Go", 105C Pleasant View Avenue, Unit #9**
 - 2. Card, Inc. d/b/a "Gigi's Scoops", 265 Putnam Pike**
 - 3. Claire's Boutique, Inc. d/b/a "Claire's #5041", 371 Putnam Pike**
 - 4. Hill Top Gardens, LLC d/b/a "Hill Top Gardens", 363 Putnam Pike**
 - 5. Home Depot USA, Inc. d/b/a "The Home Depot #4282", 371 Putnam Pike**
 - 6. Kishwar J. Adil d/b/a "Twin River Mini Mart", 151 Douglas Pike, Suite 7**

7. **Mattress Firm, Inc. d/b/a “Mattress Firm #170005”, 445 Putnam Pike**
8. **Office Superstore East, LLC d/b/a “Staples the Office Superstore”, 371 Putnam Pike, Suite 230**
9. **Petco Animal Supplies Stores, Inc. d/b/a “Petco #3748”, 371 Putnam Pike**
10. **Premium Brands Opco, LLC d/b/a “Loft#734”, 371 Putnam Pike**
11. **RPC, Inc. d/b/a “Rumford Pet Express”, 445 Putnam Pike**
12. **Sterling, Inc. d/b/a “Kay Jewelers #2608”, 371 Putnam Pike, Unit 325**
13. **The Stop & Shop Supermarket Co., LLC d/b/a “Stop & Shop Supermarket #705”, 446 Putnam Pike**
14. **Ulta Salon Cosmetics & Fragrance, Inc. d/b/a “Ulta Beauty”, 371 Putnam Pike**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve the annual renewal of fourteen (14) Holiday Sales Licenses, as listed, as applied, subject to compliance with all state regulations and local ordinances.

1. Amrah H. Siddiqui d/b/a “Shop N Go”, 105C Pleasant View Avenue, Unit #9
2. Card, Inc. d/b/a “Gigi’s Scoops”, 265 Putnam Pike
3. Claire’s Boutique, Inc. d/b/a “Claire’s #5041”, 371 Putnam Pike
4. Hill Top Gardens, LLC d/b/a “Hill Top Gardens”, 363 Putnam Pike
5. Home Depot USA, Inc. d/b/a “The Home Depot #4282”, 371 Putnam Pike
6. Kishwar J. Adil d/b/a “Twin River Mini Mart”, 151 Douglas Pike, Suite 7
7. Mattress Firm, Inc. d/b/a “Mattress Firm #170005”, 445 Putnam Pike
8. Office Superstore East, LLC d/b/a “Staples the Office Superstore”, 371 Putnam Pike, Suite 230
9. Petco Animal Supplies Stores, Inc. d/b/a “Petco #3748”, 371 Putnam Pike
10. Premium Brands Opco, LLC d/b/a “Loft#734”, 371 Putnam Pike
11. RPC, Inc. d/b/a “Rumford Pet Express”, 445 Putnam Pike
12. Sterling, Inc. d/b/a “Kay Jewelers #2608”, 371 Putnam Pike, Unit 325
13. The Stop & Shop Supermarket Co., LLC d/b/a “Stop & Shop Supermarket #705”, 446 Putnam Pike
14. Ulta Salon Cosmetics & Fragrance, Inc. d/b/a “Ulta Beauty”, 371 Putnam Pike

Motion is approved by a unanimous 4/0 vote.

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

1. **Baby Duck, LLC d/b/a “Tacofied”, to sell tacos and homemade potato chips from a truck with RI Reg. 85432, 38 Dean Avenue, Johnston RI**

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council approve the renewal of one (1) Mobile Food Truck License, as applied, subject to compliance with all state regulations and local ordinances. **Motion is approved by a unanimous 4/0 vote.**

- F. **Consider, discuss and act upon approving the annual renewal of two (2) Bingo Licenses, as applied, subject to compliance with all State regulations and local ordinances.**

1. **Esmond Village Tenants Association, 3 Village Drive, Apt. 112 (fee waived)**
2. **Pleasant View Elementary School PTO, 100 Pleasant View Avenue (fee waived)**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council act upon approving the annual renewal of two (2) Bingo Licenses, for the Esmond Village Tenants Association, located at 3 Village Drive, Apt. 112, Pleasant View Elementary School PTO, located at 100 Pleasant View Avenue, as listed, as applied, subject to compliance with all state regulations and local ordinances. Fee waived. **Motion is approved by a unanimous 4/0 vote.**

- G. **Consider, discuss and act upon approving four (4) One-Day Special Event Licenses for Seven Cedars Farm for “Easter Fundays”, 20 John Mowry Road on the following dates:**

- **Saturday, March 25, 2023 from 10:00 a.m. to 2:00 p.m.**
- **Saturday, April 1, 2023 from 11:00 a.m. to 3:00 p.m.**
- **Sunday, April 2, 2023 from 11:00 a.m. to 3:00 p.m.**
- **Saturday, April 8, 2023 from 11:00 a.m. to 3:00 p.m.**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve four (4) One-Day Special Event Licenses for Seven Cedars Farm for “Easter Fundays”, 20 John Mowry Road on the following dates:

- **Saturday, March 25, 2023 from 10:00 a.m. to 2:00 p.m.**
- **Saturday, April 1, 2023 from 11:00 a.m. to 3:00 p.m.**
- **Sunday, April 2, 2023 from 11:00 a.m. to 3:00 p.m.**
- **Saturday, April 8, 2023 from 11:00 a.m. to 3:00 p.m.**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

H. Consider, discuss and act upon approving one (1) One-Day Special Event License for Seven Cedars Farm for “Touch a Truck”, 20 John Mowry Road on the following date:

- **Saturday, April 22, 2023 from 10:00 a.m. to 2:00 p.m., with a rain date of Sunday, April 23, 2023**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for “Touch a Truck”, 20 John Mowry Road on the following date:

- Saturday, April 22, 2023 from 10:00 a.m. to 2:00 p.m., with a rain date of Sunday, April 23, 2023

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

I. Consider, discuss and act upon approving one (1) One-Day Special Event License for Seven Cedars Farm for a “Spring Craft Fair”, 20 John Mowry Road on the following date:

- **Saturday, May 13, 2023 from 10:00 a.m. to 4:00 p.m., with a rain date of Sunday, May 14, 2023**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for a “Spring Craft Fair”, 20 John Mowry Road on the following date:

- Saturday, May 13, 2023 from 10:00 a.m. to 4:00 p.m., with a rain date of Sunday, May 14, 2023

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

J. Consider, discuss and act upon approving one (1) One-Day Special Day Event License for Seven Cedars Farm for a “Summer Craft Show”, 20 John Mowry Road on the following date:

- **Saturday, July 22, 2023 from 10:00 p.m. to 3:00 p.m., with a rain date of Sunday, July 23, 2023**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Smithfield Town Council approve one (1) One-Day Special Day Event License for Seven Cedars Farm for a “Summer Craft Show”, 20 John Mowry Road on the following date:

- Saturday, July 22, 2023 from 10:00 p.m. to 3:00 p.m., with a rain date of Sunday, July 23, 2023

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

K. Consider, discuss and act upon approving one (1) One-Day Special Event License for Seven Cedars Farm for a “Fall Festival”, 20 John Mowry Road on the following date:

- **Saturday, September 9, 2023 from 10:00 a.m. to 4:00 p.m., with a rain date of Sunday, September 10, 2023**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve one (1) One-Day Special Event License for Seven Cedars Farm for a “Fall Festival”, 20 John Mowry Road on the following date:

- Saturday, September 9, 2023 from 10:00 a.m. to 4:00 p.m., with a rain date of Sunday, September 10, 2023

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is approved by a unanimous 4/0 vote.

L. Consider, discuss and act upon approving fifteen (15) One-Day Special Event Licenses, for Seven Cedars Farm for “Haunted Hayrides”, 20 John Mowry Road on the following dates:

- **Friday, September 29, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Saturday, September 30, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Sunday, October 1, 2023 from 7:00 p.m. to 9:30 p.m.**
- **Friday, October 6, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Saturday, October 7, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Sunday, October 8, 2023 from 7:00 p.m. to 9:30 p.m.**
- **Friday, October 13, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Saturday, October 14, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Sunday, October 15, 2023 from 7:00 p.m. to 9:30 p.m.**
- **Friday, October 20, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Saturday, October 21, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Sunday, October 22, 2023 from 7:00 p.m. to 9:30 p.m.**
- **Friday, October 27, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Saturday, October 28, 2023 from 7:00 p.m. to 10:30 p.m.**
- **Sunday, October 29, 2023 from 7:00 p.m. to 9:30 p.m.**

All Special Event Licenses for Seven Cedars Farm are subject to compliance with all State regulations and local ordinances.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council fifteen (15) One-Day Special Event Licenses, for Seven Cedars Farm for “Haunted Hayrides”, 20 John Mowry Road on the following dates:

- Friday, September 29, 2023 from 7:00 p.m. to 10:30 p.m.
- Saturday, September 30, 2023 from 7:00 p.m. to 10:30 p.m.
- Sunday, October 1, 2023 from 7:00 p.m. to 9:30 p.m.
- Friday, October 6, 2023 from 7:00 p.m. to 10:30 p.m.
- Saturday, October 7, 2023 from 7:00 p.m. to 10:30 p.m.
- Sunday, October 8, 2023 from 7:00 p.m. to 9:30 p.m.
- Friday, October 13, 2023 from 7:00 p.m. to 10:30 p.m.
- Saturday, October 14, 2023 from 7:00 p.m. to 10:30 p.m.
- Sunday, October 15, 2023 from 7:00 p.m. to 9:30 p.m.
- Friday, October 20, 2023 from 7:00 p.m. to 10:30 p.m.
- Saturday, October 21, 2023 from 7:00 p.m. to 10:30 p.m.
- Sunday, October 22, 2023 from 7:00 p.m. to 9:30 p.m.
- Friday, October 27, 2023 from 7:00 p.m. to 10:30 p.m.

Motion is approved by a unanimous 4/0 vote.

X. Old Business:

- A. Consider, discuss, and act upon repealing and replacing Chapter 126 of the Code of Ordinances entitled “Animals” sponsored by Councilman John J. Tassoni.**

Town Manager Rossi reviews the changes that have been made.

President Lawton thanks Member Tassoni for submitting this ordinance. President Lawton feels that there was a great deal of healthy dialog that took place at the last meeting, and many passionate residents came to the meeting. President Lawton also feels that the changes made are great.

Member Tassoni thanks Town Manager Rossi, Robert Salisbury, and his council colleagues for their input because this is a very comprehensive ordinance that has not been changed in twenty (20) years. Member Tassoni also thanks Dennis Tabella for reviewing this legislature

Member Toppi thanks everyone for their input and suggestions.

Member Toppi feels that the limitations with regard to how many dogs/cats you can own (three of each). Member Toppi states that she spoke with Mr. Salisbury, and while she respects his expertise, she does not think a good enough argument has been made as to what people can/cannot own. Member Toppi also feels that this is an example of government “overreaching”.

Member Toppi explains that after speaking with Mr. Salisbury she learned that in his twenty-three (23) years he has had four (4) cases of hoarding, therefore, this is not a big problem. Member Toppi further explains that there has been a section added to this ordinance protecting animals against hoarding and penalizes the owner. Member Toppi feels these limitations are not needed.

Motion is made by Member Toppi, seconded by Vice President Iannotti, to amend the ordinance to eliminate the limitations on dogs and cats for all people regardless of their property size or if it is commercial or residential. **Motion is approved by a 3/ vote. Member Tassoni votes nay.**

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the ordinance shall go forward as amended. **Motion is approved by a unanimous 4/0 vote.**

XI. New Business:

- A. Consider, discuss, and act upon authorizing the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Local 2050, International Association of Firefighters, AFL-CIO.**

Town Manager Rossi thanks the Local 2050, Matt Pearson, Chief Seltzer, and all of the members that work with him during negotiations.

Town Manager Rossi explains that this agreement would result in a significant savings to address overtime costs while helping to reduce the longtime liability associated with comprehensive time cash outs. Town Manager Rossi further explains that this agreement includes modifications to the healthcare plan reducing medical coverage costs to the Town while increasing the employee’s contribution for coverage. Town Manager Rossi also explains that in addition, employees will increase their contribution to the Other Post-Employment Benefits Trust and the private fire pension fund.

Vice President Iannotti states that this agreement will add an additional of \$16,325 to the 2024 budget, \$235,572 to the 2025 budget, and \$325,647 to the 2026 budget. Vice President Iannotti further states that this is what has been projected, however, this would depend upon having a greater savings in overtime costs that may not “pan out” that way.

Town Manager Rossi explains that this scenario is the worst case scenario with regard to those cost estimates. Town Manager Rossi further explains that the next agenda item will further address the retirement issue and potential additional savings. Town Manager Rossi also explains that this is based on using very conservative numbers with regard to savings, and the largest portion of where issues are will be additional contribution to the Town funding of the private fire pension.

Town Manager Rossi states that the Town’s biggest shortfall is funding the pension and OPEB to the necessary level.

Vice President Iannotti questions if salary raises will be offset by additional retirement contributions and lower healthcare costs. Town Manager Rossi states that is correct, and they are increasing the deductible amount which reduces the actual healthcare costs as well as their actual contribution to both the private pension and the OPEB Trust. Town Manager Rossi further states reducing the amount of comprehensive time that is available will create a savings in overtime.

Town Manager Rossi also states that the SAFER Grant will create additional savings that have not been accounted for in these calculations.

Vice President Iannotti questions the additional Town contribution of up to \$539,000 by 2026. Town Manager Rossi explains that this amount is for the Legacy Plan which will help the Town reach 100% of the required contribution. Town Manager Rossi further explains that all new employees hired after July 1, 2011 are in the state plan, which is 100% funded.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council hereby authorizes the ratification of the proposed Collective Bargaining Agreement between the Town of Smithfield and Local 2050, International Association of Firefighters, AFL-CIO for the term July 1, 2023 – June 30, 2026 pending final solicitor approval. **Motion is approved by a unanimous 4/0 vote.**

B. Consider, discuss, and act upon accepting the FEMA, Department of Homeland Security, Fiscal Year 2021 SAFER Grant award.

Chief Robert Seltzer explains that the council members have an outline of the SAFER Grant which describes the purpose of it and how it will affect the department currently and in the future.

Chief Seltzer further explains that there is no co-share with this grant, it is 100%, and there is no obligation to maintain any of the personnel after the three (3) year period.

Chief Seltzer also explains that in the timeframe of the period of performance, and beyond, their will be several people eligible for retirement as they will be closer to the thirty (30) year range, therefore, if adjustments need to be made in the future as people leave, for attribution someone can be slid into that spot.

Chief Seltzer states there is a savings in overtime based upon his calculations, it will be approximately \$200,000 per year. Chief Seltzer further states that with the third rescue being available 24/7, an additional \$50,000 in income will be generated.

President Lawton questions how many firefighters will be stationed at the new fire department. Chief Seltzer states that firefighters will be stationed there.

Vice President Iannotti questions when this grant would take effect. Chief Seltzer states it will take effect upon acceptance, and there is a one hundred eighty (180) recruitment period. Chief Seltzer further states that if this is approved tonight, he can notify the acceptance.

Vice President Iannotti questions if new recruits would be hired all at once. Chief Seltzer states the recruits are hired all at once, and this would be funded for the entire three (3) year period.

President Iannotti questions if after this time period is over, it is determined whether the Town keeps/does not keep them or they will fill positions that are open from retirements or other reasons. Chief Seltzer states that this is correct. Vice President Iannotti states that keeping twelve (12) people will cost \$3.6M. Chief Seltzer states that this cost is for three (3) years. Vice President Iannotti feels that keeping all twelve (12) people would be a “big hit” to the budget. Chief Seltzer reminds the members that there will be a reduction in overtime costs and three (3) years to plan out the cost.

Chief Seltzer explains that the Budget and Financial Review Board (BFRB) was recommending that one (1) floater be retained per shift to allow for a reduction in overtime, and the numbers could be adjusted as needed. Chief Seltzer further explains that the department really needs four (4) people to staff the rescues around the clock, and that would be using no floaters. Chief Seltzer also explains that the value of the floaters needs to be determined, and the Budget and Financial Review Board was recommending one (1) floater because the math “made sense”.

Vice President Iannotti questions if the BFRB reviewed this grant. Chief Seltzer states they did not review the grant. Vice President Iannotti suggests having them review this grant, however, he is unsure about the time period.

Town Manager Rossi explains that time will not allow the BFRB to review the grant, and the Town has already received an extension. Chief Seltzer assures the members this is in line with what was discussed with the BFRB.

Chief Seltzer explains that when the new fire station is built, he will request another ISO review which allows for credit for personnel and the station. Chief Seltzer further explains that the fire station performance review will be occurring and no additional money should be needed for the fire department.

Member Toppi questions future staffing needs. Chief Seltzer states that this will allow for enough people to staff apparatus to be available at all times.

Member Toppi questions if twelve (12) people will be needed to accomplish this. Chief Seltzer explains that four (4) people will be needed to accomplish this level of staffing.

Member Toppi questions the savings to the taxpayers. Chief Seltzer explains that the ISO rating and the rescue being available 24/7 for increasing calls must be taken into consideration by looking at the balance by having a floater or paying the overtime.

Town Manager Rossi explains while there is no exact number, the Town will receive an additional \$50,000 in revenue from EMS. Chief Seltzer explains that having two (2) floaters will save \$200,000.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, that the Smithfield Town Council officially accepts the FEMA SAFER Grant award, award number EMW-2021-FF-02021. **Motion is approved by a unanimous 4/0 vote.**

C. Consider, discuss, and act upon authorizing the Town Manager to execute the extinguishment of a cistern access and maintenance easement on property located at 160 Stillwater Road (AP 21/Lot 38).

Town Manager Rossi explains that as a condition of approval for a minor subdivision there was a requirement for a fire protection system, however, after recording the easement, it was determined that a fire hydrant was within a reasonable distance of the proposed development.

Motion is made by Member Toppi, seconded by Vice President Iannotti, that the Town Council authorize Randy R. Rossi, Town Manager, to execute the instrument extinguishing the *Cistern Access and Maintenance Easement*, Instrument #2022-3343, recorded on October 20, 2022. **Motion is approved by a unanimous 4/0 vote.**

D. Consider, discuss, and act upon authorizing a request for proposals for concession services at the Smithfield Ice Rink subject to review by the Town Solicitor.

Ice Rink Manager T.J. Tullie explains that the current contract with Cagney Food Service will expire at the end of April 2023.

President Lawton questions the hours. Mr. Tullie explains that the hours are based on the event, and they are required for community events.

President Lawton questions who can bid on this. Mr. Tullie states anyone that is able to provide the service may bid.

Member Tassoni questions if a license is required. Mr. Tullie states that they must be licensed.

President Lawton questions if there will be a committee formed to review the bids. Town Manager Rossi explains that a committee will be formed consisting of the Purchasing Agent, Finance Director, and Mr. Tullie.

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby authorize the advertisement of a new RFP for concession services at the Smithfield Municipal Ice Rink for the new contract period of April 30, 2023 to April 29, 2025. Subject to review by the Town Solicitor. **Motion is approved by a unanimous 4/0 vote.**

- E. Consider, discuss, and act upon approving tax abatements in the amount of six thousand, two hundred, forty-two dollars and seventeen cents (\$6,242.17).**

Motion is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve the tax abatements in the amount of \$6,242.17. **Motion is approved by a unanimous 4/0 vote.**

XII. Public Comment.

Joseph O'Connor of 6 Apple Tree Lane reads an article that appeared in the Providence Journal about the Smithfield/Coventry/Moses Brown Co-op girls' varsity ice hockey team against Mount St. Charles/Cumberland/Lincoln en route to winning the Division II. Mr. O'Connor offers them recognition for their win.

Edward DeMayo of 75 Whipple Road questions if there is anything in the Animal Ordinance with regard to if a pit bull should become aggressive. Member Tassoni explains that the ordinance has been approved, and Mr. Salisbury will be able to handle that situation. Member Tassoni feels that is not about the pit bulls, it is about the owners.

Town Manager Rossi reminds everyone that on March 31, 2023 the Smithfield Fire Department will be taking on the Smithfield Police Department in a March Madness basketball game at the high school to benefit Smithfield Human Services and Food Pantry. Town Manager Rossi also reminds everyone to bring a non-perishable food item. Town Manager Rossi also reminds everyone that the admission fee is \$5.00 for adults; kids are \$2.00; and those under five (5) years of age are free.

XIII. Adjournment.

Motion is made by Member Tassoni, seconded by Vice President Iannotti, to adjourn the meeting. **Motion is approved by a unanimous 4/0 vote.**

Meeting adjourns at 8:10 p.m.

Acting Town Clerk



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

MEMORANDUM

DATE: March 29, 2023
TO: Smithfield Town Council
FROM: Michael Phillips, Town Planner
RE: Proposed Amendments to Zoning Ordinance and Map

Attached are a number of proposed amendments to the Zoning Ordinance. Some of the amendments are proposed to comply with changes in State statutes and enabling legislation (Accessory Dwelling Units and Zoning Board voting provisions), some are proposed to implement actions called for in the Comprehensive Plan (Addition of the Open Space Zone) and others are proposed to eliminate inconsistencies or to update the ordinance (Zone Boundary section, Solar provisions & In-lieu of Fees).

The Planning Board reviewed the proposed amendments at a number of meetings and made a positive recommendation to the Town Council to adopt the amendments.

Recommended Motion: That the Smithfield Town Council hereby adopts amendments to the Zoning Ordinance and Zoning Map.

Attachments:
Proposed Amendments
Public Hearing Notice

Proposed Zoning Amendments- April 2023

ARTICLE 1- GENERAL PROVISIONS

1.3 ESTABLISHMENT OF ZONING DISTRICTS

For the purpose of this Ordinance, the Town is divided into zoning districts designated and described as follows:

...

Open Space (OS) - This district is established for land held by the Town, State or private conservation organizations such as the Audubon Society of Rhode Island, and home owners associations with dedicated open space that is currently or, is planned to be used for recreation or conservation purposes. Permitted uses in the Open Space zone would be those agricultural uses allowed in the R-80 and R-200 zoning districts, certain open recreation and public and semi-public uses.

ARTICLE 4 – USE REGULATIONS

ZONING DISTRICT ABBREVIATIONS

Residential Zoning Districts

...

R-20MA Multi-Family Residential Affordable (For permitted uses see Section 9.3)

Open Space - Land held by the Town, State or private conservation organizations for open space, recreation or conservation purposes will be zoned Open Space.

4.4 Supplementary Use Regulations

A-10. Open Space – Uses allowed by right in the Open Space district include, passive recreation, conservation and customary outdoor sports facilities. On municipal property, indoor sports facilities, restroom facilities, exhibition space, maintenance buildings and other facilities for educational and/or instructional purposes are also allowed by right.

1.5 ZONE BOUNDARIES

Where uncertainty exists as to the boundaries of the zoning districts as shown on the Official Zoning Map, the following rules shall apply:

...

C. Where the street layout...

D. When a lot is transected by a Zoning District Boundary, the zoning regulations applicable to the larger part of the lot by area shall govern the entire lot, except where doing so is inconsistent with the general purposes of zoning ordinances set forth in R.I.G.L. §45-24-30 as well as inconsistent with the Town’s Comprehensive Plan, including the Future Land Use Map.

Article 2.2 Specific Definitions

2. Accessory Dwelling Unit (ADU)

~~A dwelling unit: (i) Rented to and occupied either by one or more members of the family of the occupant or occupants of the principal residence; or (ii) Reserved for rental occupancy by a person or a family where the principal residence is owner occupied and that meets the following provisions:~~

~~A. In zoning districts that allow residential uses, no more than one ADU may be an accessory to a single family dwelling.~~

~~B. An ADU shall include separate cooking and sanitary facilities, with its own legal means of ingress and egress, and is a complete, separate dwelling unit. The ADU shall be within, or attached to, the principal dwelling unit structure or within an existing structure, such as a garage or barn, and designed so that the appearance of the principal structure remains that of a one-family residence.~~

A residential living unit on the same parcel where the primary use is a legally established single-unit or multi-unit dwelling. An ADU provides complete independent living facilities for one or more persons. It may take various forms including, but not limited to: a detached unit; a unit that is part of an accessory structure, such as a detached garage; or a unit that is part of an expanded or remodeled primary dwelling.

B-1. Accessory Dwelling Unit (ADU)—~~A dwelling unit: (i) Rented to and occupied either by one or more members of the family of the occupant or occupants of the principal residence; or (ii) Reserved for rental occupancy by a person or a family where the principal residence is owner occupied and that meets the following provisions:~~ A residential living unit on the same parcel where the primary use is a legally established single-unit or multi-unit dwelling. An ADU provides complete independent living facilities for one or more persons. It may take various forms including, but not limited to: a detached unit; a unit that is part of an accessory structure, such as a detached garage; or a unit that is part of an expanded or remodeled primary dwelling. An ADU located in a single family residence, to extent practicable should retain the appearance one-family residence.

~~A. In zoning districts that allow residential uses, no more than one ADU may be an accessory to a single-family or, multifamily dwelling.~~

~~B. An ADU shall include separate cooking and sanitary facilities, with its own legal means of ingress and egress, and is a complete, separate dwelling unit. The ADU shall be within, or attached to, the principal dwelling unit structure or within an existing structure, such as a garage or barn, and designed so that the appearance of the principal structure remains that of a one-family residence.~~

~~B. C. An ADU shall not be less than 400 square feet in area and not greater than 800 square feet of interior floor area~~

~~C. D. At a minimum, the ADU must share the following utilities with the principal structure: water, electric and sewer/OWTS.~~

- D. ~~E.~~ Provide proof that the on-site wastewater treatment system (OWTS) is suitable for the increase in the number of bedrooms.
- E. A lot containing an ADU shall provide for one (1) parking space above that which is required for the principal structure as called for in Section 7.4 (A) herein.
- F. ADU's approved subject to the requirement that there be a familial relationship between the occupant of the principal residence and the occupant of the ADU are not considered Non-Conforming uses based solely on the lack of the familial relationship. Amendments to R.I.G.L. 45.24 and to this ordinance removed the requirement for a familial relationship.
- ~~F. An application for an accessory dwelling unit shall be filed annually with the Official and recorded in the Smithfield Land Evidence Records.~~

ARTICLE 5 DIMENSIONAL REGULATIONS

5.10 INCLUSIONARY ZONING

M. In-Lieu-of Fees:

The Town of Smithfield prefers that Inclusionary Units be constructed on site. However, the fee in lieu of the construction or provision of affordable housing shall be the choice of the developer or builder applied on a per-unit basis and may be used for new developments, purchasing property and/or homes, rehabilitating properties, or any other manner that creates additional low-or-moderate income housing as defined in § 45-53-3(9). If a developer opts to pay a fee in lieu, the number of units the developer may build on site is reduced by the number of units for which the builder pays the fee in lieu. Under no circumstances may a developer pay the fee in lieu to avoid building an LMI unit on site and also convert the LMI unit included in the calculation of total units into a market rate unit.

5.11.2 Definitions.

- A. Accessory solar energy system: A solar energy system that is incidental and subordinate to the principal use(s) of the parcel and generates no more energy than 125% of the energy that is necessary to support the principal use of the parcel and occupies less than 20,000 square feet of area, inclusive of inter-row and panel/collector spacing.
- D. Large-scale solar energy system: A principal solar energy system that occupies ~~40,000~~ 20,000 square feet of area or more, inclusive of inter-row and panel/collector spacing.
- ~~G. Medium-scale solar energy system: A principal solar energy system that occupies more than 1,750 square feet but less than 40,000 square feet of surface area, inclusive of inter-row and panel/collector spacing.~~

5.11.3 Permitted Uses And Review Process.

- B. All new principal solar energy systems shall be subject to Technical Review, and/or ...
 - a. ~~Medium-scale and~~ Large-scale solar energy systems shall be subject to Technical Review and review pursuant to the Town's Land Development and Subdivision Review Regulations.
- G. Applications which require Technical Review and/or Major Land Development Project review...
- 16. An Environmental Impact Assessment including a carbon sequestration analysis shall be submitted for all ~~medium and~~ large-scale solar energy systems that propose to clear more than 10 acres of forest land.

5.11.4 Accessory Solar Energy Systems.

- A. Accessory solar energy systems shall be permitted in the zones indicated in the Smithfield Zoning Ordinance, Article 4.3, Table of Uses and, reviewed pursuant to the requirements of this section. A solar energy system that generates more than the 125% of the energy needed for the principal use on the property shall be considered Major Land development Project and reviewed as a new principal solar energy systems pursuant to 5.11.3 Permitted Uses And Review Process (B).
- B. Accessory solar energy systems less than 1,750 square feet in size, inclusive of inter-row and panel/collector spacing shall not be constructed, installed, or modified as provided in this Section before all required building permits are obtained from the Building Department.
- ~~C. Applications for an accessory solar energy system shall be submitted to the Smithfield Building and Zoning Officer unless it is an application for an accessory solar energy system governed by Section 4 (D), in which case the application shall be submitted to the Administrative Officer for the Planning Board.~~
- ~~D.C.~~ D.C. New, or expanded ground mounted accessory solar energy systems greater than 1,750 square feet in size, inclusive of inter-row and panel/collector spacing, shall be subject to Technical Review, as specified in Section 10.9 herein. The review of new, or expanded accessory solar energy systems of ~~40,000~~ 20,000 square feet or more in size, inclusive of inter-row and panel/collector spacing, shall be as a Large Scale Solar Energy System and is subject to the provisions of 5.11.5 Principal Solar energy Systems herein. ~~include a public hearing, advertised and noticed pursuant to the requirements for public notice contained within the Smithfield's Land Development and Subdivision Review Regulations. Technical Review shall be conducted pursuant to and shall meet the standards set forth by the provisions of Section 3, Permitted Uses And Review Process, and the Town's Land Development and Subdivision Review Regulations.~~

5.11.6 General Requirements For Accessory And Principal Solar Energy Systems.

~~M. All medium and~~ Large scale ground-mounted solar energy systems shall be designed and installed to ensure that:

5.11.7 Additional Requirements For Principal Solar Energy Systems In Residential Zoning Districts (R-20, R-20M, R-Med, R-80 And R-200).

~~B. Medium scale solar energy systems in the R-Med, R-80, and R-200 zoning districts, and that otherwise meet the requirements of this Ordinance, shall only be allowed on parcels of ten (10) acres or more and by Special Use Permit.~~

~~B~~ Large-scale solar energy systems in the R-Med, R-80, and R-200 zoning districts, and that otherwise meet the requirements of this Ordinance, shall only be allowed on parcels of ~~fifteen (15)~~ ten (10) acres or more and by Special Use Permit.

~~C~~ Unless the ~~Medium scale or~~ Large-scale solar energy system is roof-mounted, it shall not be permitted on any parcel in a Residential Zoning District that has an existing principal residential use as identified by the Smithfield Zoning Ordinance, Article 4.3(B) Residential Uses.

E. A residential use as identified by the Smithfield Zoning Ordinance, Article 4.3(B) Residential Uses, shall not be permitted on any parcel in a Residential Zoning District that has an existing ~~Medium Scale or~~ Large-scale solar energy system.

10.7 ZONING BOARD OF REVIEW

J. Voting

The Board shall be required to vote as follows:

1. ~~Four (4)~~ Five (5) active members, which may include alternates, shall be necessary to conduct a hearing. As soon as a conflict occurs for a member, that member shall excuse himself/herself, and shall not sit as an active member and shall take no part in the conduct of the hearing. Only five (5) active members shall be entitled to vote on any issue.
2. The concurring vote of ~~three (3) of the five (5)~~ a majority members of the Board sitting at a hearing shall be necessary to reverse any order, requirement, decision or determination of the Planning Board or any zoning administrative officer from whom an Appeal was taken.
3. The concurring vote of ~~four (4) of the five (5)~~ a majority of members of the Board sitting at a hearing shall be required to decide in favor of an applicant on any matter within the discretion of the Board upon which it is required to pass under this Ordinance, including Variances and Special Use Permits.

ARTICLE 4 – USE REGULATIONS – 4.3 TABLE OF USES

D. PUBLIC & SEMI-PUBLIC USES (cont'd.)	R-200	R-80	R-Med	R-20	R-20M	MU	V	C	HC	LI	I	PC	PD
17. Accessory Solar Energy System	P	P	P	P	P	P	P	P	P	P	P	P	P
19. Medium-Scale Solar Energy System	S	S	S	N	N	N	N	S	P	P	P	P	P

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, April 4 at 7:00 PM.** The purpose of the Public Hearing is to consider and act upon proposed amendments to the following Article(s) and Section(s) of the Smithfield Zoning Ordinance and Zoning Map:

Amendments to the Zoning Ordinance include changes to the following articles and sections: amend by adding a new Zoning District entitled "Open Space (OS)" in Article 1 General Provisions, §1.3 Establishment of Zoning Districts, Article 4 - Use Regulations, Zoning District Abbreviations and, in §4.4 Supplementary Use Regulations, "A-10 Open Space". Additional amendments include: adding a new sub section "D." dealing with split lots in Article 1, §1.5 Zone Boundaries; amending a definition in Article 2, §2.2, Specific Definitions, Item 2, *Accessory Dwelling Unit (ADU)*; amending the provisions in Article 4, §4.4 Supplementary Use Regulations, B-1. *Accessory Dwelling Unit (ADU)*; Article - 5 Dimensional Regulations, §5.10 Inclusionary Zoning, *M. In-Lieu-of-Fees*; §5.11 Solar Energy Systems, Subsection 2 Definitions, *A. Accessory solar energy system*; and removing definition *G. Medium-scale solar energy system*; amending language in §5.11.3 *Permitted Uses And Review Process*; 5.11.4 *Accessory Solar Energy Systems*; 5.11.6 *General Requirements For Accessory And Principal Solar Energy Systems*; 5.11.7 *Additional Requirements For Principal Solar Energy Systems In Residential Zoning Districts (R-20, R-20M, R-Med, R-80 And R-200)*; and, Article 10.7 Zoning Board Of Review, *J. Voting.*

The proposed Zoning Map amendment involves changing the zoning designation of the following lots with the Map ID #s as shown on the enclosed map to the newly created Open Space (OS) district: **Map ID #1 - AP 50 / Lots 5, 7 & 8; Map ID #2 - AP 50 / Lot 43; Map ID #3 - AP 49 / Lot 6B; Map ID #3a - AP 49 / Lot 256; Map ID #3b - AP 49 / Lot 178; Map ID #4 - AP 49 / Lot 13; Map ID #5 - 49D / Lots 11 & 12; Map ID #6 & #6a - AP 49 / Lots 60 & 250; Map ID #7, #7a & #7b - AP 48 / Lots 14 & 15 and AP 49 / Lots 90 & 94; Map ID #8, #8a & #8b - AP 49 / Lots 82, 87 & 89; Map ID #9, #9a & #9b - AP 48 / Lots 17, 17A, 26B & 27; Map ID #10 - AP 45 / Lot 19; Map ID #11 - AP 45 / Lot 40; Map ID #12 - AP 46 / Lot 382; Map ID #13 - AP 46 / Lot 226; Map ID #13a - AP 46 / Lot 108; Map ID #14 - AP 46 / Lot 288; Map ID #15 - AP 46 / Lot 70; Map ID #16 - AP 46 / Lot 49; Map ID #16a - AP 46 / Lot 45; Map ID #16b - AP 49 / Lot 177; Map ID #17 - AP 49 / Lot 139; Map ID #18 - AP 49 / Lot 164; Map ID #19 - AP 47 / Lot 193; Map ID #19a - AP 47 / Lot 219; Map ID #19b - AP 46 / Lot 18; Map ID #20 - AP 47 / Lot 168; Map ID #21 - AP 47 / Lot 29; Map ID #22 & #22a - AP 47 / Lots 33 & 45A; Map ID #23 - AP 47 / Lot 61; Map ID #24 - AP 47 / Lot 13A; Map ID #25 - AP 47 / Lot 46; Map ID #26 - AP 47 / Lot 56A; Map ID #27 - AP 47 / Lot 276; Map ID #28 - AP 46 / Lots 9 & 327; Map ID #29 - AP 43 / Lot 72 and AP 46 / Lots 156 & 166; Map ID #29a - AP 43 / Lot 71; Map ID #29b - AP 46 / Lot 215; Map ID #30 - AP 43 / Lot 165; Map ID #31 - AP 51 / Lot 1A; Map ID #32 - AP 46 / Lot 83A; Map ID #33 - AP 45 / Lot 9B; Map ID #34 - AP 22 / Lot 1 and AP 23 / Lot 39; Map ID #35, #35a & #35b - AP 45 / Lots 177 & 216, AP 45C / Lot 17 and AP 45D / Lots 21, 22 & 23; Map ID #36 - AP 45 / Lot 59; Map ID #37 - AP 45 / Lot 61; Map ID #38 - AP 45 / Lot 72; Map ID #39 - AP 42 / Lot 18; Map ID #40 - AP 42 / Lot 213; Map ID #41 - AP 42 / Lot 254; Map ID #42 - AP 42 / Lot 110; Map ID #43 - AP 42 / Lot 127; Map ID #44 - AP 23 / Lot 70A and AP 24 / Lots 61B & 61C; Map ID #45 - AP 24 / Lot 69 and AP 25 / Lots 47B & 47C; Map ID #46 - AP 24 / Lot 116, AP 32 / Lots 14 & 15 and AP 33 / Lot 31; Map ID #47 - AP 32 / Lot 10 and AP 33 / Lot 1; Map ID #48 - AP 43 / Lots 21 & 118; Map ID #49 & #49a - AP 11 / Lots 4 & 7, AP 12 / Lots 1A & 2 and AP 43 / Lots 79, 79A & 80; Map ID #50 - AP 44 / Lot 33; Map ID #51 - AP 44 / Lot 107; Map ID #52 - AP 44 / Lot 107A; Map ID #53 - AP 44 / Lot 10; Map ID #54 - AP 47 / Lot 4; Map ID #55 - AP 44 / Lot 3; Map ID #55a - AP 44 / Lot 6; Map ID #56 - AP 44 / Lot 167 & 168; Map ID #57 - AP 44 / Lot 70; Map ID #58 - AP 7 / Lot 80; Map ID #59 - AP 5 / Lot 70; Map ID #60 - AP 43 / Lot 16A; Map ID**

#61 - AP 43 / Lot 4; Map ID #62 - AP 31 / Lot 38; Map ID #63 - AP 42 / Lot 130A; Map ID #64 - AP 42 / Lot 99; and Map ID #65 - AP 42 / Lots 38 & 39.

Zoning Map Amendments April 2023



These amendments are proposed to be made in accordance with the provisions of Section 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

April 2023

Public/Private - Open Space/Recreation and Conservation Land						
Map ID	Name	Location	AC	Uses	Owner	Plat/Lot
1	Unnamed Tarkiln Road	181 Tarkiln Road	70.2	Audubon Property	Audubon Property	50/08, 50/07
2	Laurelwoods Sub.	19 Laurelwoods Drive	32.1	Subdivision Donation	Town	50/43
3	Latham Brook	Latham Farm Road	123	Trails	Land Trust	49/6B
3a	Burlingame Estates	Cedar Forest Drive	9.43	Conservation	Land Trust	49/256
3b	Wionkhedge Homeowners Assoc.	Burlingame Road	16	Other Private Open Space	HO Assoc.	49/178
4	Mowry Conservation Area	Old forge Road	46	Active Conservation	Town	49/13
5	Rogler Farm/Farnum Pike Lots	39, 40 Rogler Farm Road	2.9	Unimproved Conservation	Town	49D/12, 49D/11
6, 6a	Mowry Farms	Mowry Farms Lane	10.3	Conservation Development	HO Assoc.	49/60, 49/250
7,7a, 7b	Unnamed Hanton City/Rocky Hill Rd	Hanton City Trail	174	Audubon Property	Audubon Property	48/15, 48/14, 49/94, 49/90
8, 8a, 8b	Hanton City	Hanton City Trail	105.3	Unimproved Conservation	Land Trust	49/82, 49/89, 49/87
9, 9a, 9b	Woonsocket Reservoir	Rocky Hill & West Reservoir Rd	107.76	Other Private Open Space	City of Woonsocket	48/17, 48/26B, 48/27, 48/17A
10	Harris Pond	Ryan Court	5.6	Subdivision Donations	Town	45/19
11	Harris Farm	141 Harris Road	38	Farmland Conservation Easement	State Airport Corp.	45/40
12	Stillwater/Thurber Blvd. Lot	277 Stillwater	4	Unimproved Conservation	Town	46/382
13	Stillwater Scenic Trail	Farnum Pike/Capron Rd.	12.96	Active Conservation	Lease by Town	46/226
13a	Stillwater Pond/dam/ fishing area	300 Stillwater Road	25.5	Land Development Donation	Lighthouse Preservation	46/108

Map ID	Name	Location	AC	Uses	Owner	Plat/Lot
14	Washington Grove/Appian Way	100 Washington Highway	1.8	Unimproved Conservation	Town	46/288
15	Washington Grove	Route 116/Route 104	100	State Conservation Property	State of RI	46/70
16	Stillwater Reservoir Dam	320 Farnum Pike	16	State Conservation Property	State of RI	46/49
16a	Stillwater – Fishermen’s Access	Log Road	4	State Conservation Property	State of RI	46/45
16b	Mowry Fly Fishing Area	6 Industrial Dr. So.	3.01	State Conservation Property	State of RI	49/177
17	Smithfield land Trust/Revive the Roots	Old Forge Road	19.7	Active Conservation	Land Trust	49/139
18	Cavanagh	251 Log Road	11.35	Conservation Easement	Land Trust	49/164
19	Connors Farm Conservation Area	Connors Farm Drive	56.8	Active Conservation	Town	47/193
19a	Shipman Purchase	Burlingame Road	42.6	Smithfield Land Trust	Land Trust	47/219
19b	Judson Farm	Williams Road	55.6	Active Conservation	Land Trust	46/18
20	Connors Farm Assoc.	Connors Farm Drive	10	Other Private Open Space	HO Assoc.	47/168
21	Hyde Tree Farm	Mann School Road	60	Conservation Easement	Land Trust	47/29
22, 22a	Sasso	, 146 Mann School R	23.3	Conservation Easement	Land Trust	47/33, 47/45a
23	Mapleville Highlands	Kristen Dr./Colwell Rd.	5.2	Conservation Easement	Town	47/61
24	Pavao	Evans Road	6.49	Subdivision Donation	Land Trust	47/13A
25	Deerfield Park	Blackhawk Trail	97.2	Active Conservation/Rec.	Town	44/33
25	Camp Shepard	Colwell Road	125	Trails, Fishiing Boating	Town	47/46
26	Sprague Village	Baldwin Drive	41.2	Subdivision Donations	Town	47/56A
27	Matteo Farm	Swan Road	51.29	Farmland Conservation	Land Trust	47/276
28	Sand Trace	Clarence Thurber	38.4	Trails	Town	46/9, 46/327

Map ID	Name	Location	AC	Uses	Owner	Plat/Lot
29	Wolf Hill Forest Preserve	Mountaindale Road/Farnum Pike,	293	Smithfield Land Trust/Conservation-Trails	Land Trust	43/72, 46/166, 46/156
29a	Mercer Lookout	Wolf Hill Road	24	Active Conservation	Town	43/71
29b	Leo Bouchard Conservation Center	5 Waterview Drive	2	Active Conservation	Town	46/215
30	Wolf Hill-Mountaindale Road	Mountaindale Road/Carlton's Way	12.8	Trails	Town	43/165
31	Circle Drive Lot	12 Russell Lane	2.3	Unimproved Conservation	Town	51/1A
32	Sleepy Acres	Tristan Court	25.5	Subdivision Donations in Process	HO Assoc.	46/83a
33	La Perche Recreation Area	Limerock Road	12.9	Rec Field W/ OS	Town	45/9b
34	Georgiaville Beach, Dam & Gorge & Islands	Stillwater Road	12.2	Active Conservation	Town	23/39, 22/1
35, 35a, 35b	Hilldale/Highview & Rolling Woods/Lots	Redfern, Karen Ann, Forestwood Dr., Vera Drive	24.4	Unimproved Conservation	Town	45C/17, 45D/23, 45D/21, 45/177, 45/216
36	Blackbird Farm	Limerock Road	57	Ag & Forestland Conservation	Land Trust	45/059
37	Deer Run- Sub. Dedication	West Farm Road	34.3	Subdivision Donation	Land Trust	45/61
38	Angel Farm/Clark Road	Clark Road / Victoria Drive	8.8	Subdivision Donation	Land Trust	45/72
39	Sleboda Farm	Whipple Rd. Route 7	61	Conservation Easement	Land Trust	42/18
40	Deerhill Homeowners Assoc.	Deerhill Drive	24.4	Other Private Open Space	HO Assoc.	42/213
41	High Ridge/Gallo	Ridge Road/Crest Circle	30.85	Active Conservation	Land Trust	42/254
42	Pheasant Run	Pheasant Run	50.8	Other Private Open Space	HO Assoc.	42/110
43	Village at Summerfield	Cambridge Circle	50.8	Other Private Open Space	HO Assoc.	42/127

Map ID	Name	Location	AC	Uses	Owner	Plat/Lot
44	Whipple Field Conservation Area	Fenwood Avenue	8	Unimproved Conservation	Town	23/70A, 24/61B, 24/61C
45	Esmond Park	Farnum Pike@Esmond St.	4.85	Active Conservation	Town	25/47C, 25/47B, 24/69
46	Mendes Field/Town Hall	64 Farnum Pike	6.7	Unimproved Conservation	Town	33/31, 32/15, 24/116, 32/14
47	Old County School Lot	200 Old County Road	21.5	Unimproved Conservation	Town	33/1, 32/10
48	Unnamed	Ledgemont Drive	20	Audubon Property	Audubon Property	43/21, 43/118
49, 49a	High School/Middle School	Pleasant View Ave.	30.3	Rec Field W/ OS	Town	12/1A, 12/2,11/4, 11/7, 43/79, 43/79A, 43/80
50	Deerfield Park	Blackhawk Trail	97.2	Active Conservation/Rec.	Town	44/33
51	Village in The Woods	Aspen Lane/Austin Ave.	26.5	Other Private Open Space	HO Assoc.	44/107
52	Cascade Brook	Mapleville Road (Pig Road)	27.28	Active Conservation	Town	44/107A
53	Steere Orchard	Austin Avenue	20.46	Farmland Easement	Land Trust	44/10
54	ELEANOR HOAR	Austin Avenue	25.2	Farmland Conservation	Land Trust	47/4
55	Booker/Steere Farm	West Greenville Road	5	Farmland Conservation	Land Trust	44/3
55a	Waterman Reservoir	44-6, 44-76	6.9	Other Private Open Space	HO Assoc.	44/6
56	Greenville Terrace	Sophia Lane	5	Other Private Open Space	HO Assoc.	44/167, 44/168
57	Sophia Lane	Smith Ave/Sophia Lane	28.33	Subdivision Donation	Land Trust	44/70
58	Burgess Field	Douglas Circle	6.22	Conservation/Rec.	Town	7/80
59	Slacks Beach	Greenlake Drive	0.6	Town Beach	Town	5/70
60	Willow Field	Willow Road	15	Rec Field W/ OS	Town	43/16A

Map ID	Name	Location	AC	Uses	Owner	Plat/Lot
61	Powder Mill Ledges	Sanderson Road	87	Audubon Property	Audubon Property	43/04
62	Dangelo	Old County Road	15.4	Farmland Conservation Easement	Land Trust	31/38
63	Hanson Property	13 Wadsworth Drive	16.42	Unimproved Conservation	Town	42/130A
64	Summerfield Donation	Between 209 & 223 Ridge Road	28.55	Unimproved Conservation	Town	42/99
65	Wenscott Conservation Area	Douglas Pike	7.6	Unimproved Conservation	Town	42/38, 42/39



Town of Smithfield

Smithfield Sewer Authority

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

J. Kevin McNelis, Chairman

Ernest E. Powers, Vice Chairman

Louis Caterina, Secretary

March 29, 2023

MEMORANDUM

TO: Smithfield Town Council

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

RE: Sewer Authority
Sewer Usage Billing Rate Study Recommendation
Request to schedule Public Hearing for May 2, 2023

Honorable Town Council;

Attached with this memo please find a completed Rate Study for the Sewer Fund from Berry-Dunn. The study evaluated the current fees for usage charged by the Sewer Authority and recommends refinement of the rate structure over the next 5-years.

Based on the results of several fee iterations, the Rate Study presented is recommended for implementation of a sequenced 5-year adjustment to the sewer usage billing, as indicated in the final report. At this time the Sewer Authority is requesting the Town Council consider scheduling a Public Hearing on May 2, 2023 to consider and act upon a sewer usage billing adjustment as recommended.

Moved: *The Smithfield Town Council hereby schedules a Public Hearing for May 2, 2023 at the regularly scheduled meeting of the Town Council to consider and act upon sewer usage billing rate recommendations for the Fiscal Year 2024.*

Enclosures: Public Hearing Ad for Sewer Usage Rate Adjustment
Town Engineers 03/17/2023 memo to Sewer Authority

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Danielle Carey, Finance Director
Anthony Gallone, Esq., SSA Legal Counsel

TOWN OF SMITHFIELD PUBLIC NOTICE OF PUBLIC HEARING SEWER AUTHORITY – FY24 USER RATE PROPOSAL

The Smithfield Sewer Authority requests the Smithfield Town Council to consider and act upon a Sewer Usage Billing Rate Adjustment for Fiscal Year ending June 30, 2024 at a Public Hearing which is scheduled at 7:00 PM on May 2, 2023 at:

Smithfield Town Hall, Town Council Chambers
64 Farnum Pike, Smithfield, RI 02917.

The Sewer Usage Rate Study and Recommendations to the Sewer Usage Billing Rates can be viewed on the Town's website, at www.smithfieldri.com or by contacting the:

Engineering Department, Town of Smithfield
64 Farnum Pike, Smithfield, RI 02917
Telephone Number 233-1041

The administrative record containing all documents is on file and may be inspected by appointment at the Town Engineer's Office mentioned above between 8:30 a.m. and 4:00 p.m., Monday through Friday, except holidays.



Town of Smithfield

MEMO

March 17, 2023

TO: Smithfield Sewer Authority
DEPT:

FROM: Kevin Cleary, PE, Town Engineer
DEPT: Engineer

A handwritten signature in blue ink that reads "Kevin Cleary".

SUBJECT: Sewer Authority Enterprise Fund - FY24 Rate Study Recommendation

Attached with this memo please find a completed Rate Study for the Sewer Fund from Berry Dunn Consulting. The study evaluated the current user rates for service charges by the Sewer Authority and recommends refinement of the rate structure over the next 5-years to eliminate structural deficit conditions and build a suitable capital reserve balance on the account.

Based on the results of the Rate Study and the presentation the best-fit recommendation is to implement a 5-year sequenced adjustment to the sewer usage rates, as indicated in the final report, starting with an FY24 increase to \$425/year per sewer unit charge.

Along with the recommended rate, there are several alternate rate conditions for consideration; the first of which includes a do nothing scenario; which continues a structural deficit spending current capital reserve, then an adjustment to \$400/year; which carries a structural deficit for a few years into the future and then two larger increases that minimize structural deficit while recovering the capital reserve fund balance sooner.

Moved: *The Smithfield Sewer Authority hereby recommends the Smithfield Town Council schedule a public hearing to consider implementation of a modified sewer usage rate to \$425/year, as presented in the attached rate schedule, starting in Fiscal Year 2024.*

Enclosures

Cc: Randy R. Rossi, MBA, CGFM, Town Manager
Anthony Gallone, Esq., SSA Legal Counsel
Danielle Carey, Finance Director
Jesse Myott, Director, Berry-Dunn

Town of Smithfield

Sewer Enterprise Fund - Sewer Rate Study

Final Report



Submitted by:

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207.541.2200

Kevin Price, Principal

kprice@berrydunn.com

Jesse Myott, Project Manager

jmyott@berrydunn.com

Submitted on:

March 17, 2023

Table of Contents

Section	Page
Table of Contents.....	i
1.0 Introduction	1
1.1 Project Background	1
1.2 Abbreviations and Terms	4
2.0 Approach and Work Performed	5
2.1 Work Performed	5
3.0 Sewer Enterprise Fund: Technical Analysis and Findings	7
3.1 Sewer Enterprise Fund Overview	7
3.2 Current Rate Structure.....	7
3.3 Sewer Enterprise Fund: Revenue Requirement Analysis.....	8
3.4 Scenario One: Increase Unit Rate Charge to \$400 in FY 2024	10
3.5 Scenario Two: Increase Unit Rate Charge to \$425 in FY 2024	11
3.6 Scenario Three: Increase Unit Rate Charge to \$450 in FY 2024.....	12
3.7 Sewer Reserve Fund: Unrestricted Fund Balance	13
4.0 Recommendations and Considerations.....	15
4.1 Proposed Rates.....	15
4.2 Summary of Recommendations and Considerations	15
Appendix A: Revenue Requirements	16

1.0 Introduction

This section of the report provides a high-level background of the project, as well as key terms and their definitions.

1.1 Project Background

The Town of Smithfield (Town) retained Berry Dunn McNeil & Parker, LLC (BerryDunn) to prepare a Sewer Rate Study for the Smithfield Sewer Enterprise Fund (Fund). The analysis has projected the full cost of providing wastewater collection and treatment services supported by the Fund. The results have provided a revenue requirement determination, which will serve to provide guidance for setting sewer rates at the level necessary to meet projected revenue requirements for the next five fiscal years (FYs): FY 2024 – FY 2028. The rates proposed in this report reflect the projected level necessary to fund service delivery for FY 2024 through FY 2028 based on applicable guidelines established by the American Water Works Association.¹

Identifying major cost drivers projected to be realized in the future has allowed a more detailed revenue requirement forecast to be developed, which can then be used as a foundation for assessing the level of sewer rates necessary to meet revenue requirements, sustain current operations, and fund goals, initiatives, and enhanced service delivery in the future. The final project report includes recommendations based on the objective analytical findings and institutional knowledge, as well as assumptions related to known expense increases likely to be realized in the future. The analysis has also identified possible barriers and challenges to implementing recommendations and considerations.

The Town's last major cost of service (CoS) analysis and rate study was conducted over 10 years ago. Since then, rates have remained unchanged. In order to satisfy annual revenue requirements, provide funding for current operations and known costs increases, and fund capital investments to the level necessary to maintain and improve the collection and treatment, system rates may need to be adjusted in future years systematically.

For these reasons, the Town is interested in understanding the projected full cost of providing wastewater collection and treatment services for FY 2024 – FY 2028 and considering recommendations that might better align rate levels in the future to reflect these costs, satisfy revenue requirements, fund future development and planning initiatives, and maintain a sufficient unrestricted reserve fund balance to provide rate stabilization, fund capital investments, and help ensure business continuity, if needed.

The final project report provides the Town with an overview of current pre-treatment rates, collection and treatment rates, and associated revenues per customer category. Additionally, this final project report provides projected expenses associated with operating and maintaining the collection and treatment system. The report also documents the estimated percentage of

¹ American Water Works Association, *M1 Principles of Water Rates, Fees and Charges, 7th Edition*, www.awwa.org. Accessed February 2023.

reserve fund balance as a percentage of full operational costs, which will allow Town officials to make informed policy decisions regarding adjustments to pre-treatment and collection and treatment rates, if so desired. Finally, this report describes BerryDunn’s approach to the analysis and understanding of the collection and treatment system’s operational structure and services provided, findings, considerations, and recommendations.

1.2 Initial Summary of Recommendations

The Town is responsible for setting wastewater collection and treatment rates in accordance with the projected revenue requirements necessary to sufficiently fund wastewater services annually. Generally, rates are set at levels projected to satisfy annual revenue requirements based on known assumptions of major cost drivers in the future and to maintain an adequate reserve fund level.

Based on the technical analysis performed, the proposed Scenario Two rates below (more detail can found in Section 3.0 and Section 4.0) are projected to satisfy revenue requirement needs to fund operations and maintenance of the collection and treatment system, fund needed capital improvement projects, and maintain adequate reserves for FY 2024 through FY 2028. It is assumed that rate increases will take effect July 1 of each calendar year, should they be adopted at the levels proposed below.

Table 1.2.1: Summary of Recommendations and Considerations

Category		Recommendation
1	Scenario Two: \$425 Unit Charge in FY 2024	BerryDunn estimates, and therefore recommends, that the sewer enterprise fund would fully eliminate its structural deficit by FY 2026 and have the capacity to maintain adequate reserves if this scenario is adopted beginning July 1, 2023: increasing the Sewer Unit Rate to \$425.
2	Scenario Two: \$425 Unit Charge in FY 2024	BerryDunn also recommends that the Sewer Unit Rate increases \$25 each fiscal year, FY 2025 through FY 2028: FY 2025 - \$450, FY 2026 \$475, FY 2027 \$500, and FY 2028 \$525.
3	Pre-Treatment Rates and Charges	BerryDunn recommends that the Town keep the pre-treatment rates and charges levels and structure as is.
4	Unrestricted Reserve Fund Balance	BerryDunn recommends the Town maintain an unrestricted reserve fund balance, in the sewer enterprise fund, in the range of 70% to 80% of estimated FY expenditures. Expenditures should be identified as any expense made to operate, maintain, and improve the wastewater collection and treatment system in a given FY.

**Table 1.2.2: Sewer Enterprise Fund With Unit Rate Increases
FY 2024 – FY 2028: \$425 Scenario**

Fiscal Year	Unit Charge	Percent Increase
2023 (Current)	\$355	-
2024 (proposed)	\$425	19.7%
2025 (proposed)	\$450	5.9%
2026 (proposed)	\$475	5.6%
2027 (proposed)	\$500	5.3%
2028 (proposed)	\$525	5.0%

**Table 1.2.3: Sewer Enterprise Fund Estimated Revenue and Expense With Unit Rate Increases
FY 2024 – FY 2028: \$425 Scenario**

Fiscal Year	Revenue	Expense	Net	Cost Recovery	Projected Fund Balance
2024 (estimated)	\$4,009,848	\$4,379,721	(\$369,873)	92%	\$3,025,756
2025 (estimated)	\$4,221,398	\$4,348,530	(\$127,132)	97%	\$2,898,624
2026 (estimated)	\$4,432,948	\$4,332,543	\$100,405	102%	\$2,999,029
2027 (estimated)	\$4,644,498	\$4,354,241	\$290,257	107%	\$3,289,286
2028 (estimated)	\$4,856,048	\$4,399,046	\$457,002	110%	\$3,746,288

1.3 Abbreviations and Terms

Table 1.3.1: Project Abbreviations, Terms, and Definitions

Abbreviation/Term	Definition
BerryDunn	Berry Dunn McNeil & Parker, LLC
CoS	Cost of Service
Fund	Sewer Enterprise Fund
FY	Fiscal Year
MS	Microsoft
SME	Subject Matter Expert
State	State of Rhode Island
Town	Town of Smithfield

2.0 Approach and Work Performed

This section of the report outlines how BerryDunn approached the project, summarizes the major tasks performed within each phase, provides an overview of how expense assumptions were identified and revenue requirement forecasts developed, and provides a high-level synopsis of the project deliverables.

2.1 Work Performed

BerryDunn's approach to completing this study involved four phases:

- Phase 0 – Project Management and Data Request
- Phase 1 – Revenue Requirement Determination and Rate Guidance
- Phase 2 – Draft Sewer Rate Study Report
- Phase 3 – Final Sewer Rate Study Report and Final Presentation

Central to the approach was the use of BerryDunn's Microsoft (MS) Excel-based CoS model, which was used to forecast the Town's full cost for providing wastewater collection and treatment services for FY 2024 – FY 2028. BerryDunn used the cost model to develop forecast scenarios to assess the financial impact of increased operational and maintenance costs, necessary capital improvement investments, debt service requirements, and the revenue requirements needed to maintain a sufficient Fund balance.

After an initial project-planning call with the Town to clarify goals and objectives, identify known project constraints, and refine dates and/or tasks as appropriate, BerryDunn requested and reviewed documentation and data to get a better understanding of the Town's current fiscal and services environment as it related to the sewer enterprise fund.

BerryDunn commenced the project and scheduled a series of follow-up meetings with Town subject matter experts (SMEs) involved in the sewer rate analysis. BerryDunn also followed up with Town staff on multiple occasions throughout the course of the project to confirm BerryDunn's understanding of the data and information provided. The aim of these meetings and conversations was to discuss assumptions related to major cost drivers identified in FY 2024 – FY 2028 associated with operations and maintenance required to provide wastewater collection and treatment services to customers, and to discuss the revenue requirements necessary to fund services.

BerryDunn reviewed the Town's current sewer unit rate (volume) charges and pre-treatment charges schedules related to enterprise fund services and guided Town staff through discussions to consider adjustments to rate levels that might better generate the revenue needed to cover the cost of services the Town commonly provides. Other charges, such as penalties, fines, and State of Rhode Island (State) mandated fees, were excluded from the analysis.

BerryDunn employed a standard cost accounting methodology to identify and assign expected costs to the services the Town provides. This methodology uses identified expected expenses,

mainly from the Town's sewer enterprise fund adopted FY 2023 operating budget segments, and in some instances actual expenses incurred in prior FYs, to determine projected full costs. Finally, where detailed and/or accurate data was nonexistent, BerryDunn used institutional knowledge from Town SMEs to develop assumptions and proportional assignment of expenses based on weighted averages and other standard analytical techniques.

Also included in the analysis are the identified actual revenues from FY 2022 and projected revenues for FY 2023 associated with providing wastewater collection and treatment services to rate payers, which Town and Sewer Authority SMEs also verified.

BerryDunn prepared a cost model for the Town's sewer enterprise fund and associates charges for services analyzed for this project based on:

- The Town's FY 2023 adopted sewer enterprise fund expenditure budget
- Applicable actual expenditures incurred in prior FYs and prior FYs' reported actual revenue in the sewer enterprise fund
- Key staff input and institutional knowledge
- Town financial document reviews
- Data discussed and reviewed during meetings with Town SMEs

BerryDunn reviewed the study findings with the Town, identifying any needed revisions and allowing the opportunity for the Town to give feedback and request additions and deletions before approving final deliverables and recommendations.

3.0 Sewer Enterprise Fund: Technical Analysis and Findings

This section of the report provides a general overview of the sewer enterprise fund operational structure, the major technical findings BerryDunn identified, and BerryDunn’s projections based on those findings.

3.1 Sewer Enterprise Fund Overview

The Town’s Sewer Authority operates and maintains all infrastructure associated with wastewater collection and treatment through the sewer enterprise fund, with all operations, maintenance, and improvements funded from rate payers. The Town engineer oversees the collection and treatment operations of the system which provides services to approximately 80% of the Town’s residents. The Sewer Authority’s regional treatment facility is located at 20 Esmond Drive in the southeastern part of town and is operated by the contracted firm Veolia Water North America. The volunteer Sewer Authority board provides analyses and insight into policy and fiscal matters.

The Sewer Authority, through the sewer enterprise fund, provides wastewater collection and treatment services to more than 4,900 residential accounts, 365 commercial accounts, and 22 industrial accounts throughout the Town. The Sewer Authority makes certain all applicable work necessary to maintain and operate the collection and treatment system is performed in accordance with all federal, State, and local municipal code sections, and health and safety provisions.

3.2 Current Rate Structure

The Sewer Authority’s current rate structure is comprised of two components: pre-treatment charges and unit usage (volume) charges. Both the pre-treatment charges and the unit charges are assessed based on water usage. Table 3.2.1 below outlines the Sewer Authority’s current pre-treatment and unit charges related to wastewater collection and treatment services.

Table 3.2.1: Current Pre-Treatment and Unit Charges – Sewer

Current Pre-Treatment and Unit Charges – Sewer		
Connection Type	Pre-Treatment Charge	Unit Charge ²
Residential	\$10	\$355
Commercial	\$30	\$355
Industrial	\$106	\$355

² One (1) Unit equals 70,000 gallons of water consumption.

Unit or volume charges are assessed on the amount of metered water consumption for a specific billing period.

3.3 Sewer Enterprise Fund: Revenue Requirement Analysis

BerryDunn reviewed all sewer enterprise fund revenue and expenses associated with wastewater collection and treatment for FY 2022 and FY 2023 (projected) and determined the average full cost to provide all wastewater collection and treatment services is \$3,281,015 annually. The average revenue generated across all rate components and current charges is \$3,082,725 annually. BerryDunn calculated the percentage of costs recovered by way of current rates and charges, finding that the enterprise fund recovered an average of 94% of the cost to provide services for FY 2022 and FY 2023 (projected).

Furthermore, BerryDunn projected revenue and expenses associated with wastewater collection and treatment for FY 2024 through FY 2028 and estimates the average full cost to provide all wastewater collection and treatment services will be \$4,362,816 annually. The average revenue estimated across all rate components and fees and charges is projected to be \$3,356,740 annually at current rates and charges levels. BerryDunn calculated the percentage of costs recovered by way of current rates and charges, finding that the enterprise fund is projected to recover an estimated average of 74% to 80% of the cost to provide services between FY 2024 and FY 2028 at current rates and charges levels. Table 3.3.1, below, outlines actual, projected, and estimated revenue and expense at current rates and charges levels.

Table 3.3.1: Revenue and Expense at Current Unit Rate: FY 2024 – FY 2028

Fiscal Year	Revenue	Expense	Net	Cost Recovery
2022 (actual)	\$3,003,560	\$3,604,383	(\$600,823)	83%
2023 (estimated)	\$3,161,891	\$2,957,646	\$204,245	107%
2024 (projected)	\$3,225,129	\$4,379,721	(\$1,154,592)	74%
2025 (projected)	\$3,289,631	\$4,348,530	(\$1,058,899)	76%
2026 (projected)	\$3,355,424	\$4,332,453	(\$977,119)	77%
2027 (projected)	\$3,422,533	\$4,354,241	(\$931,708)	79%
2028 (projected)	\$3,490,983	\$4,399,046	(\$908,063)	79%

The analysis shows that, even with no rate increases, revenue is projected to increase slightly year-over-year given current consumption trends related to larger customers (commercial, industrial, etc.). However, despite some projected gains in some revenue categories, expenditures are estimated to outpace revenues year-over-year, with the most significant expense indicators pointing to the continuation of this trend. Left unchecked, these trends might have consequential effects on reserve fund balance levels and, ultimately, the Sewer Authority's ability to continue delivering services at current levels. Table 3.3.2, below, outlines the core expense components estimated to impact operations between FY 2024 and FY 2028.

Table 3.3.2: Core Expense Component Increases: FY 2024 – FY 2028

Summary of Findings		
Category		Findings
1	Projected Expense Increase – Utilities	BerryDunn identified increases projected in average annual utility expense for the period FY 2024 – FY 2028 of an estimated 5% each FY, or a total increase of \$60,118 FY 2024 – FY 2028.
2	Projected Expense Increase – Repairs & Maintenance	BerryDunn identified increases projected in average annual repairs and maintenance expense for the period FY 2024 – FY 2028 of an estimated 3% each FY, or a total increase of \$28,973 FY 2024 – FY 2028.
3	Projected Expense – Overall Operations & Maintenance	BerryDunn identified increases projected in average annual operations and maintenance expense for the period FY 2024 – FY 2028 of an estimated 3% each FY, or a total increase of \$441,400 FY 2024 – FY 2028.
4	Projected Expense – Capital Allocations	BerryDunn identified projected annual capital allocation expense for the period FY 2024 – FY 2028 of an estimated \$500,000 each FY.
5	Capital Improvements	BerryDunn identified significant deferred capital maintenance and replacement investment. Though recent efforts have developed an approach to begin addressing deferred capital investment, the collection and treatment system is in need of short-term and long-term capital investment. Capital investments help ensure business and service continuity, system improvements and capacity increases can be realized, and treatment quality and safety standards can be maintained.
6	Reserve Funds	BerryDunn identified sufficient reserve funding to date; however, planned capital investments designed to address some of the deferred investment identified above will likely deplete reserve funding levels significantly. Maintaining adequate reserves is a fundamental principal of sound financial management. It is essential that the Sewer Authority maintain adequate levels of working capital in its enterprise fund to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to help ensure stable delivery of services.

For these reasons, BerryDunn recommends the Sewer Authority consider annual adjustments to the unit rate level FY 2024 through FY 2028 to address the estimated revenue shortfalls year-over-year. BerryDunn estimates that in doing so, the Sewer Authority will be able to meet its annual revenue requirements needed to sufficiently operate, maintain, and improve the wastewater collection and treatment system system. Tables 3.4.1 through 3.6.2 below outline the revenue and expense scenarios estimated for the sewer enterprise fund between FY 2024 and FY 2028 for three rate scenarios. Though three scenarios have been developed, BerryDunn recommends that the Sewer Authority consider Scenario Two for adoption. Given the results of the technical analysis BerryDunn estimates that Scenario Two will provide a sufficient framework to meet revenue requirements and to maintain an adequate fund balance with minimal impact to rate payers.

3.4 Scenario One: Increase Unit Rate Charge to \$400 in FY 2024

**Table 3.4.1: Sewer Enterprise Fund With Unit Rate Increases
FY 2024 – FY 2028: \$400 Scenario**

Fiscal Year	Unit Charge	Percent Increase
2023 (Current)	\$355	-
2024 (proposed)	\$400	12.7%
2025 (proposed)	\$425	6.3%
2026 (proposed)	\$450	5.9%
2027 (proposed)	\$475	5.6%
2028 (proposed)	\$500	5.3%

**Table 3.4.2: Sewer Enterprise Fund Estimated Revenue and Expense With Unit Rate Increases
FY 2024 – FY 2028: \$400 Scenario**

Fiscal Year	Revenue	Expense	Net	Cost Recovery	Projected Fund Balance
2024 (estimated)	\$3,798,298	\$4,379,721	(\$581,423)	87%	\$2,814,206
2025 (estimated)	\$4,009,848	\$4,348,530	(\$338,682)	92%	\$2,475,524
2026 (estimated)	\$4,221,398	\$4,332,543	(\$111,145)	97%	\$2,364,379
2027 (estimated)	\$4,432,948	\$4,354,241	\$78,707	102%	\$2,443,086
2028 (estimated)	\$4,644,498	\$4,399,046	\$245,452	106%	\$2,688,538

3.5 Scenario Two: Increase Unit Rate Charge to \$425 in FY 2024

**Table 3.5.1: Sewer Enterprise Fund With Unit Rate Increases
FY 2024 – FY 2028: \$425 Scenario**

Fiscal Year	Unit Charge	Percent Increase
2023 (Current)	\$355	-
2024 (proposed)	\$425	19.7%
2025 (proposed)	\$450	5.9%
2026 (proposed)	\$475	5.6%
2027 (proposed)	\$500	5.3%
2028 (proposed)	\$525	5.0%

**Table 3.5.2: Sewer Enterprise Fund Estimated Revenue and Expense With Unit Rate Increases
FY 2024 – FY 2028: \$425 Scenario**

Fiscal Year	Revenue	Expense	Net	Cost Recovery	Projected Fund Balance
2024 (estimated)	\$4,009,848	\$4,379,721	(\$369,873)	92%	\$3,025,756
2025 (estimated)	\$4,221,398	\$4,348,530	(\$127,132)	97%	\$2,898,624
2026 (estimated)	\$4,432,948	\$4,332,543	\$100,405	102%	\$2,999,029
2027 (estimated)	\$4,644,498	\$4,354,241	\$290,257	107%	\$3,289,286
2028 (estimated)	\$4,856,048	\$4,399,046	\$457,002	110%	\$3,746,288

3.6 Scenario Three: Increase Unit Rate Charge to \$450 in FY 2024

**Table 3.6.1: Sewer Enterprise Fund With Unit Rate Increases
FY 2024 – FY 2028: \$450 Scenario**

Fiscal Year	Unit Charge	Percent Increase
2023 (Current)	\$355	-
2024 (proposed)	\$450	26.8%
2025 (proposed)	\$475	5.6%
2026 (proposed)	\$500	5.3%
2027 (proposed)	\$525	5.0%
2028 (proposed)	\$550	4.8%

**Table 3.6.2: Sewer Enterprise Fund Estimated Revenue and Expense With Unit Rate Increases
FY 2024 – FY 2028: \$450 Scenario**

Fiscal Year	Revenue	Expense	Net	Cost Recovery	Projected Fund Balance
2024 (estimated)	\$4,221,397	\$4,379,721	(\$158,232)	96%	\$3,237,306
2025 (estimated)	\$4,432,948	\$4,348,530	\$84,418	102%	\$3,321,724
2026 (estimated)	\$4,644,498	\$4,332,543	\$311,955	107%	\$3,633,679
2027 (estimated)	\$4,856,048	\$4,354,241	\$501,807	112%	\$4,135,486
2028 (estimated)	\$5,067,598	\$4,399,046	\$668,552	115%	\$4,804,038

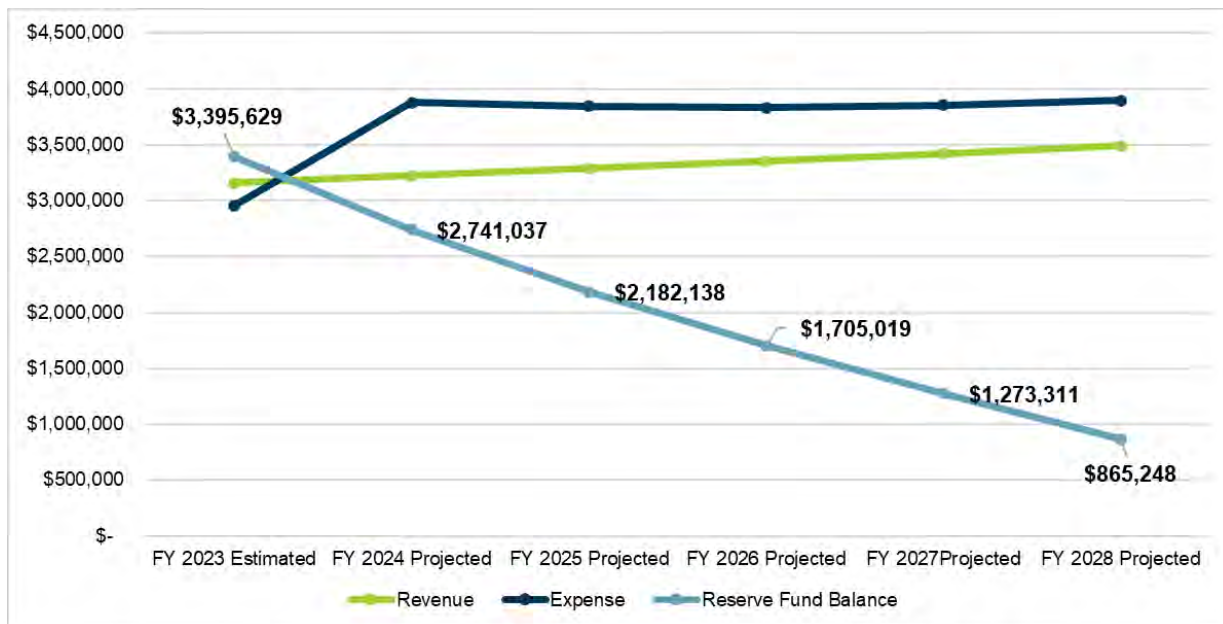
3.7 Sewer Reserve Fund: Unrestricted Fund Balance

The Sewer Authority needs an unrestricted fund balance sufficient to help ensure business and service continuity if a downturn in the economy, or some other unforeseen event or circumstance, occurs. Unrestricted fund balance funds can generally be used for any lawful purposes associated with operating and maintaining the wastewater collection and treatment system. Therefore, rates should be set a level sufficient to meet annual revenue requirement needs but also maintain an adequate unrestricted fund balance level.

At the start of FY 2023, the sewer enterprise fund maintained an estimated fund balance of \$3,191,384 compared to average expenditures of the two prior FYs, which generally fall in the \$3,200,000 to 3,300,000 range. However, as previously mentioned, the Sewer Authority has projected increased operational expenditures as well as programmed capital improvement projects designed to upgrade and enhance the functionality of the wastewater collection and treatment system.

For these reasons, the projected unrestricted fund balance level is expected to decline significantly over the next few FYs as funds that could be used for capital improvements are instead used to cover annual operation and maintenance shortfalls. This also limits the Sewer Authority’s ability to fund capital improvements in a “pay-as-you-go” model to mitigate severe impacts to rate payers. To that end, despite current capacity to use unrestricted fund balance appropriations over the next few FYs to fund larger capital projects and initiatives, without rate increases, the unrestricted fund balance is projected to decline as operational expenditures increase and needed capital expenditures are made. Figure 3.7.1 depicts the projected fund balance through FY 2028 should no rate increase be adopted and needed capital expenditures are made.

Figure 3.7.1: Sewer Reserve Fund Balance Projection FY 2024 – FY 2028 With No Rate Increase

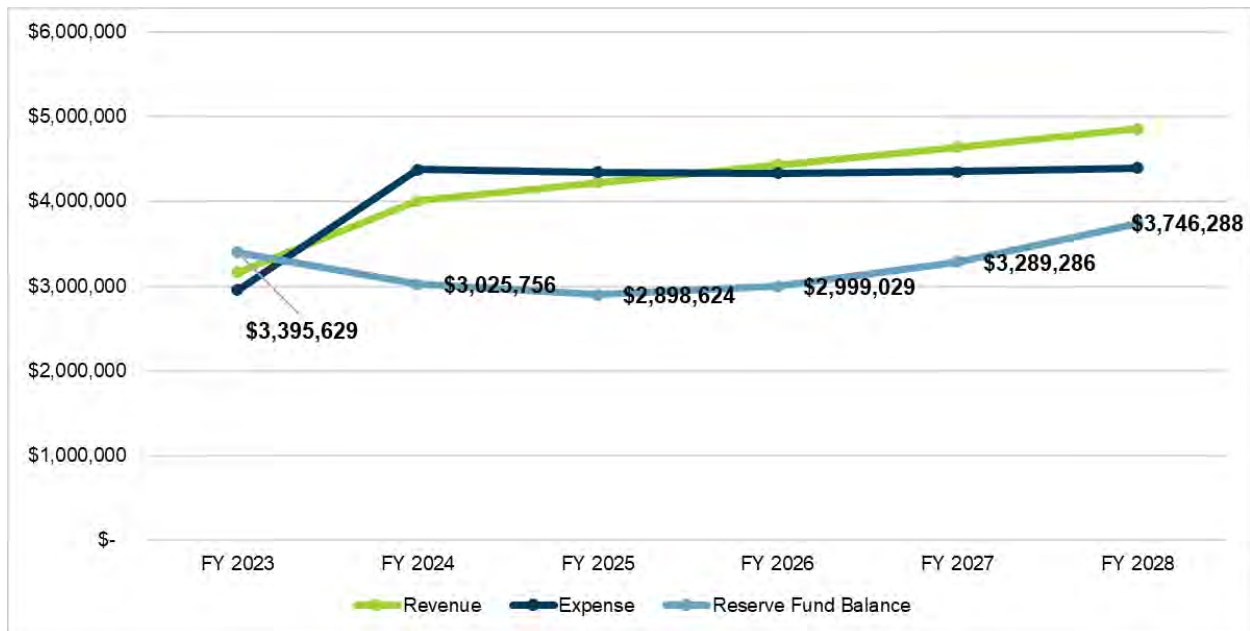




Given the combination of projected operations and maintenance expenditure increases and needed capital improvement allocations and investments, the unrestricted reserve fund balance is expected to decline substantially by the end of FY 2028 to \$865,248 or to a level that represents only 22% of projected annual expenditures in FY 2028, without the adoption of rate increases. The significant depletion of fund balance could be slowed by deferring needed capital maintenance and replacement, but this is not recommended as capital improvements to the system are essential to ensure adequate levels of service delivery can be maintained.

Beginning in FY 2024, BerryDunn recommends that the Town adopt a unit rate of \$425 in FY 2024, \$450 in FY 2025, \$475 in FY 2026, \$500 in FY 2027, and \$525 in FY 2028 to help ensure sufficient revenue is generated to cover operational and maintenance expenses and to maintain a sufficient unrestricted reserve fund balance level needed for capital improvements and investments. Figure 3.7.2 depicts the projected fund balance through FY 2024 should a unit rate of \$425 be adopted in FY 2024 and increases be adopted each FY through FY 2028 as outlined above.

Figure 3.7.2: Sewer Reserve Fund Balance Projection FY 2024 – FY 2028 With Rate Increase



Though future wastewater collection and treatment needs and trends cannot be known for certain, nor what unforeseen system needs may arise, the recommended rate increases are projected to allow sufficient revenue generated each FY based on known core expense assumptions and customer trends. For these reasons, BerryDunn recommends that the Sewer Authority monitor the fund balance periodically to help ensure a sufficient level is being maintained, and that funds are being expended in a lawful, consistent manner. BerryDunn also recommends that the Sewer Authority monitor local indicators related to system capacity needs and monitor the fund balance consistently to identify any large fluctuations should they be evident, as dramatic changes may indicate longer-term trends pertaining to revenue or expenditure increases or decreases.

4.0 Recommendations and Considerations

This section of the report outlines various recommendations and considerations BerryDunn has provided based on the technical revenue requirement analysis, current fees and charges environment analysis, and meetings with staff and stakeholders to discuss Sewer Authority and townwide priorities.

4.1 Proposed Rates

The Town is responsible for setting wastewater collection and treatment rates in accordance with the projected revenue requirements necessary to sufficiently fund wastewater services annually. Generally, rates are set at levels projected to satisfy annual revenue requirements based on known assumptions of major cost drivers in the future and to maintain an adequate reserve fund level.

Based on the technical analysis performed, the proposed rates below are projected to satisfy revenue requirement needs to fund operations and maintenance of the collection and treatment system, fund needed capital improvement projects, and maintain adequate reserves for FY 2024 through FY 2028. It is assumed that rate increases will take effect July 1 of each calendar year, should they be adopted at the levels proposed below.

4.2 Summary of Recommendations and Considerations

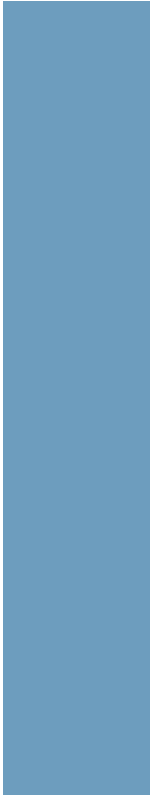
Table 4.2.1: Summary of Recommendations and Considerations

Category		Recommendation
1	Scenario Two: \$425 Unit Charge	BerryDunn estimates, and therefore recommends, that the sewer enterprise fund would fully eliminate its structural deficit by FY 2026 and have the capacity to maintain adequate reserves if this scenario is adopted beginning July 1, 2023.
2	Pre-Treatment Rates and Charges	BerryDunn recommends that the Town keep the pre-treatment rates and charges levels and structure as is.
3	Unrestricted Reserve Fund Balance	BerryDunn recommends the Town maintain an unrestricted reserve fund balance, in the sewer enterprise fund, in the range of 70% to 80% of estimated FY expenditures. Expenditures should be identified as any expense made to operate, maintain, and improve the wastewater collection and treatment system in a given FY.



Appendix A: Revenue Requirements

The complete cost model developed to project revenue requirements is attached as a PDF file.



Town of Smithfield, RI
Fiscal Year 2024 - 2028

Smithfield Sewer Enterprise - Rate Development Guidance

Final Model
Last Updated:
March 17, 2023

Kevin Cleary, PE, LSIT
Town Engineer
Town of Smithfield
401-233-1041
kcleary@smithfieldri.com

Jesse Myott - Project Manager
BerryDunn - Manager - LGPG
Boston, MA
415-418-8187
jmyott@berrydunn.com





Current - No Rate Increase

Unit Rate	\$ 355	\$ 355	\$ 355	\$ 355	\$ 355	\$ 355
Rate Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
	FY 2023 Estimated	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected
Revenue	\$ 3,161,891	\$ 3,225,129	\$ 3,289,631	\$ 3,355,424	\$ 3,422,533	\$ 3,490,983
Expense	\$ 3,057,646	\$ 3,879,721	\$ 3,848,530	\$ 3,832,543	\$ 3,854,241	\$ 3,899,046
Reserve Fund Balance	\$ 3,295,629	\$ 2,641,037	\$ 2,082,138	\$ 1,605,019	\$ 1,173,311	\$ 765,248

Rate Increase to \$400

Unit Rate	\$ 355	\$ 400	\$ 425	\$ 450	\$ 475	\$ 500
Rate Increase	\$ -	\$ 45	\$ 25	\$ 25	\$ 25	\$ 25

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
	FY 2023 Estimated	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected
Revenue	\$ 3,161,891	\$ 3,798,298	\$ 4,009,848	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498
Expense	\$ 3,057,646	\$ 4,379,721	\$ 4,348,530	\$ 4,332,543	\$ 4,354,241	\$ 4,399,046
Reserve Fund Balance	\$ 3,295,629	\$ 2,714,206	\$ 2,375,524	\$ 2,264,379	\$ 2,343,086	\$ 2,588,538

RECOMMENDED SCENARIO

Rate Increase to \$425

Unit Rate	\$ 355	\$ 425	\$ 450	\$ 475	\$ 500	\$ 525
Rate Increase	\$ -	\$ 70	\$ 25	\$ 25	\$ 25	\$ 25

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
	FY 2023 Estimated	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected
Revenue	\$ 3,161,891	\$ 4,009,848	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498	\$ 4,856,048
Expense	\$ 2,957,646	\$ 4,379,721	\$ 4,348,530	\$ 4,332,543	\$ 4,354,241	\$ 4,399,046
Reserve Fund Balance	\$ 3,395,629	\$ 3,025,756	\$ 2,898,624	\$ 2,999,029	\$ 3,289,286	\$ 3,746,288

Rate Increase to \$450

Unit Rate	\$ 355	\$ 450	\$ 475	\$ 500	\$ 525	\$ 550
Rate Increase	\$ -	\$ 95	\$ 25	\$ 25	\$ 25	\$ 25

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
	FY 2023 Estimated	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected
Revenue	\$ 3,161,891	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498	\$ 4,856,048	\$ 5,067,598
Expense	\$ 2,957,646	\$ 4,379,721	\$ 4,348,530	\$ 4,332,543	\$ 4,354,241	\$ 4,399,046
Reserve Fund Balance	\$ 3,395,629	\$ 3,237,306	\$ 3,321,724	\$ 3,633,679	\$ 4,135,486	\$ 4,804,038



	Actual	Estimated	Projected	Projected	Projected	Projected	Projected
Per Unit Rate	\$ 355	\$ 355	\$ 400.00	\$ 425.00	\$ 450.00	\$ 475.00	\$ 500.00
Sewer Rate Impact (rate increase)	\$ -	\$ -	\$ 45.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Revenue and Other Sources:							
Charges for Services	\$ 2,915,577	\$ 3,161,891	\$ 3,526,678	\$ 3,738,228	\$ 3,949,778	\$ 4,161,328	\$ 4,372,878
Other Miscellaneous Revenue	\$ 33,113	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Plan Review Inspection Services	\$ 11,395	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Non-Cash Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve Fund/Appropriation	\$ -	\$ -	\$ 106,620	\$ 106,620	\$ 106,620	\$ 106,620	\$ 106,620
Interest Income	\$ 43,474	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 3,003,560	\$ 3,161,891	\$ 3,798,298	\$ 4,009,848	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498
Retained Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 3,003,560	\$ 3,161,891	\$ 3,798,298	\$ 4,009,848	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498
Expenditures and Other Uses:							
Personnel Expense Impact	0.0%	0.0%	0.2%	4.9%	2.5%	2.5%	2.5%
Sewer Personnel							
Full-Time Salaries	\$ 1,250	\$ 5,000	\$ 5,000	\$ 5,253	\$ 5,384	\$ 5,519	\$ 5,657
FICA / Social Security	\$ -	\$ 383	\$ 393	\$ 402	\$ 412	\$ 423	\$ 434
Total Sewer Personnel	\$ 1,250	\$ 5,383	\$ 5,393	\$ 5,655	\$ 5,796	\$ 5,942	\$ 6,091
Services & Supplies Expense Impact	0.0%	1.5%	0.7%	0.3%	0.7%	0.7%	1.5%
Sewer Operating Expenses							
Utilities	\$ 203,213	\$ 200,000	\$ 210,000	\$ 220,500	\$ 231,525	\$ 243,101	\$ 260,118
Contracted Services (Plant Operations) Expe	\$ 2,079,453	\$ 2,105,750	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000
Service Fees	\$ 5,937	\$ 20,000	\$ 20,000	\$ 21,013	\$ 21,538	\$ 22,076	\$ 23,621
Refunds / Abatements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs	\$ 184,024	\$ 160,000	\$ 165,000	\$ 168,100	\$ 172,303	\$ 176,610	\$ 188,973
Office Supplies	\$ -	\$ 2,000	\$ 2,000	\$ 2,101	\$ 2,154	\$ 2,208	\$ 2,363
Supplies & Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ 1,051	\$ 1,077	\$ 1,104	\$ 1,181
Professional Fees	\$ 66,622	\$ 90,000	\$ 100,000	\$ 94,556	\$ 96,920	\$ 99,343	\$ 106,297
Miscellaneous	\$ 6,138	\$ 6,000	\$ 6,000	\$ 5,778	\$ 5,923	\$ 6,071	\$ 6,496
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sewer Operating Expenses	\$ 2,545,387	\$ 2,584,750	\$ 2,604,000	\$ 2,613,099	\$ 2,631,440	\$ 2,650,513	\$ 2,689,049
Sewer Indirect							
Departmental (Trans to General Fund)	\$ 213,819	\$ 217,513	\$ 224,097	\$ 230,760	\$ 237,682	\$ 244,813	\$ 250,933
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sewer Capital	\$ 213,819	\$ 217,513	\$ 224,097	\$ 230,760	\$ 237,682	\$ 244,813	\$ 250,933
Sewer Debt Service							
Principle & Interest	\$ 141,118	\$ 150,000	\$ 505,231	\$ 499,016	\$ 457,625	\$ 452,973	\$ 452,973
Total Sewer Other Uses	\$ 141,118	\$ 150,000	\$ 505,231	\$ 499,016	\$ 457,625	\$ 452,973	\$ 452,973
Sewer Capital & Depreciation							
Capital	\$ -	\$ -	\$ 541,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Depreciation	\$ 702,809	\$ 100,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Total Expenditures and Other Uses	\$ 3,604,383	\$ 3,057,646	\$ 4,379,721	\$ 4,348,530	\$ 4,332,543	\$ 4,354,241	\$ 4,399,046
Available Funds: Excess (Deficit)	\$ (600,823)	\$ 104,245	\$ (581,423)	\$ (338,682)	\$ (111,145)	\$ 78,707	\$ 245,452
Fund Balance / Retained Earnings Summary:							
Estimated Fund Balance / Retained Earnings	\$ (600,823)	\$ 104,245	\$ (581,423)	\$ (338,682)	\$ (111,145)	\$ 78,707	\$ 245,452
Available Fund Balance / Retained Earnings	\$ 3,191,384	\$ 3,295,629	\$ 2,714,206	\$ 2,375,524	\$ 2,264,379	\$ 2,343,086	\$ 2,588,538
Unrestricted Fund Balance % of Expenditures	88.5%	107.8%	62.0%	54.6%	52.3%	53.8%	58.8%



	Actual	Estimated	Projected	Projected	Projected	Projected	Projected
Per Unit Rate	\$ 355	\$ 355	\$ 425.00	\$ 450.00	\$ 475.00	\$ 500.00	\$ 525.00
Sewer Rate Impact (rate increase)	\$ -	\$ -	\$ 70.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Revenue and Other Sources:							
Charges for Services	\$ 2,915,577	\$ 3,161,891	\$ 3,738,228	\$ 3,949,778	\$ 4,161,328	\$ 4,372,878	\$ 4,584,428
Other Miscellaneous Revenue	\$ 33,113	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Plan Review Inspection Services	\$ 11,395	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Non-Cash Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve Fund/Appropriation	\$ -	\$ -	\$ 106,620	\$ 106,620	\$ 106,620	\$ 106,620	\$ 106,620
Interest Income	\$ 43,474	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 3,003,560	\$ 3,161,891	\$ 4,009,848	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498	\$ 4,856,048
Retained Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 3,003,560	\$ 3,161,891	\$ 4,009,848	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498	\$ 4,856,048
Expenditures and Other Uses:							
Personnel Expense Impact	0.0%	0.0%	0.2%	4.9%	2.5%	2.5%	2.5%
Sewer Personnel							
Full-Time Salaries	\$ 1,250	\$ 5,000	\$ 5,000	\$ 5,253	\$ 5,384	\$ 5,519	\$ 5,657
FICA / Social Security	\$ -	\$ 383	\$ 393	\$ 402	\$ 412	\$ 423	\$ 434
Total Sewer Personnel	\$ 1,250	\$ 5,383	\$ 5,393	\$ 5,655	\$ 5,796	\$ 5,942	\$ 6,091
Services & Supplies Expense Impact	0.0%	1.5%	0.7%	0.3%	0.7%	0.7%	1.5%
Sewer Operating Expenses							
Utilities	\$ 203,213	\$ 200,000	\$ 210,000	\$ 220,500	\$ 231,525	\$ 243,101	\$ 260,118
Contracted Services (Plant Operations) Expe	\$ 2,079,453	\$ 2,105,750	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000
Service Fees	\$ 5,937	\$ 20,000	\$ 20,000	\$ 21,013	\$ 21,538	\$ 22,076	\$ 23,621
Refunds / Abatements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs	\$ 184,024	\$ 160,000	\$ 165,000	\$ 168,100	\$ 172,303	\$ 176,610	\$ 188,973
Office Supplies	\$ -	\$ 2,000	\$ 2,000	\$ 2,101	\$ 2,154	\$ 2,208	\$ 2,363
Supplies & Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ 1,051	\$ 1,077	\$ 1,104	\$ 1,181
Professional Fees	\$ 66,622	\$ 90,000	\$ 100,000	\$ 94,556	\$ 96,920	\$ 99,343	\$ 106,297
Miscellaneous	\$ 6,138	\$ 6,000	\$ 6,000	\$ 5,778	\$ 5,923	\$ 6,071	\$ 6,496
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sewer Operating Expenses	\$ 2,545,387	\$ 2,584,750	\$ 2,604,000	\$ 2,613,099	\$ 2,631,440	\$ 2,650,513	\$ 2,689,049
Sewer Indirect							
Departmental (Trans to General Fund)	\$ 213,819	\$ 217,513	\$ 224,097	\$ 230,760	\$ 237,682	\$ 244,813	\$ 250,933
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sewer Capital	\$ 213,819	\$ 217,513	\$ 224,097	\$ 230,760	\$ 237,682	\$ 244,813	\$ 250,933
Sewer Debt Service							
Principle & Interest	\$ 141,118	\$ 150,000	\$ 505,231	\$ 499,016	\$ 457,625	\$ 452,973	\$ 452,973
Total Sewer Other Uses	\$ 141,118	\$ 150,000	\$ 505,231	\$ 499,016	\$ 457,625	\$ 452,973	\$ 452,973
Sewer Capital & Depreciation							
Capital	\$ -	\$ -	\$ 541,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Depreciation	\$ 702,809	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Total Expenditures and Other Uses	\$ 3,604,383	\$ 2,957,646	\$ 4,379,721	\$ 4,348,530	\$ 4,332,543	\$ 4,354,241	\$ 4,399,046
Available Funds: Excess (Deficit)	\$ (600,823)	\$ 204,245	\$ (369,873)	\$ (127,132)	\$ 100,405	\$ 290,257	\$ 457,002
Fund Balance / Retained Earnings Summary:							
Estimated Fund Balance / Retained Earnings	\$ (600,823)	\$ 204,245	\$ (369,873)	\$ (127,132)	\$ 100,405	\$ 290,257	\$ 457,002
Available Fund Balance / Retained Earnings	\$ 3,191,384	\$ 3,395,629	\$ 3,025,756	\$ 2,898,624	\$ 2,999,029	\$ 3,289,286	\$ 3,746,288
Unrestricted Fund Balance % of Expenditures	88.5%	114.8%	69.1%	66.7%	69.2%	75.5%	85.2%



	Actual	Estimated	Projected	Projected	Projected	Projected	Projected
Per Unit Rate	\$ 355	\$ 355	\$ 450.00	\$ 475.00	\$ 500.00	\$ 525.00	\$ 550.00
Sewer Rate Impact (rate increase)	\$ -	\$ -	\$ 95.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

Revenue and Other Sources:

Charges for Services	\$ 2,915,577	\$ 3,161,891	\$ 3,949,778	\$ 4,161,328	\$ 4,372,878	\$ 4,584,428	\$ 4,795,978
Other Miscellaneous Revenue	\$ 33,113	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Plan Review Inspection Services	\$ 11,395	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Non-Cash Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve Fund/Appropriation	\$ -	\$ -	\$ 106,620	\$ 106,620	\$ 106,620	\$ 106,620	\$ 106,620
Interest Income	\$ 43,474	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 3,003,560	\$ 3,161,891	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498	\$ 4,856,048	\$ 5,067,598
Retained Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 3,003,560	\$ 3,161,891	\$ 4,221,398	\$ 4,432,948	\$ 4,644,498	\$ 4,856,048	\$ 5,067,598

Expenditures and Other Uses:

Personnel Expense Impact	0.0%	0.0%	0.2%	4.9%	2.5%	2.5%	2.5%
---------------------------------	------	------	------	------	------	------	------

Sewer Personnel

Full-Time Salaries	\$ 1,250	\$ 5,000	\$ 5,000	\$ 5,253	\$ 5,384	\$ 5,519	\$ 5,657
FICA / Social Security	\$ -	\$ 383	\$ 393	\$ 402	\$ 412	\$ 423	\$ 434
Total Sewer Personnel	\$ 1,250	\$ 5,383	\$ 5,393	\$ 5,655	\$ 5,796	\$ 5,942	\$ 6,091

Services & Supplies Expense Impact

	0.0%	1.5%	0.7%	0.3%	0.7%	0.7%	1.5%
--	------	------	------	------	------	------	------

Sewer Operating Expenses

Utilities	\$ 203,213	\$ 200,000	\$ 210,000	\$ 220,500	\$ 231,525	\$ 243,101	\$ 260,118
Contracted Services (Plant Operations) Expe	\$ 2,079,453	\$ 2,105,750	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000
Service Fees	\$ 5,937	\$ 20,000	\$ 20,000	\$ 21,013	\$ 21,538	\$ 22,076	\$ 23,621
Refunds / Abatements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs	\$ 184,024	\$ 160,000	\$ 165,000	\$ 168,100	\$ 172,303	\$ 176,610	\$ 188,973
Office Supplies	\$ -	\$ 2,000	\$ 2,000	\$ 2,101	\$ 2,154	\$ 2,208	\$ 2,363
Supplies & Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ 1,051	\$ 1,077	\$ 1,104	\$ 1,181
Professional Fees	\$ 66,622	\$ 90,000	\$ 100,000	\$ 94,556	\$ 96,920	\$ 99,343	\$ 106,297
Miscellaneous	\$ 6,138	\$ 6,000	\$ 6,000	\$ 5,778	\$ 5,923	\$ 6,071	\$ 6,496
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sewer Operating Expenses	\$ 2,545,387	\$ 2,584,750	\$ 2,604,000	\$ 2,613,099	\$ 2,631,440	\$ 2,650,513	\$ 2,689,049

Sewer Indirect

Departmental (Trans to General Fund)	\$ 213,819	\$ 217,513	\$ 224,097	\$ 230,760	\$ 237,682	\$ 244,813	\$ 250,933
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sewer Capital	\$ 213,819	\$ 217,513	\$ 224,097	\$ 230,760	\$ 237,682	\$ 244,813	\$ 250,933

Sewer Debt Service

Principle & Interest	\$ 141,118	\$ 150,000	\$ 505,231	\$ 499,016	\$ 457,625	\$ 452,973	\$ 452,973
Total Sewer Other Uses	\$ 141,118	\$ 150,000	\$ 505,231	\$ 499,016	\$ 457,625	\$ 452,973	\$ 452,973

Sewer Capital & Depreciation

Capital	\$ -	\$ -	\$ 541,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Depreciation	\$ 702,809	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Total Expenditures and Other Uses	\$ 3,604,383	\$ 2,957,646	\$ 4,379,721	\$ 4,348,530	\$ 4,332,543	\$ 4,354,241	\$ 4,399,046

Available Funds: Excess (Deficit)	\$ (600,823)	\$ 204,245	\$ (158,323)	\$ 84,418	\$ 311,955	\$ 501,807	\$ 668,552
--	---------------------	-------------------	---------------------	------------------	-------------------	-------------------	-------------------

Fund Balance / Retained Earnings Summary:

Estimated Fund Balance / Retained Earnings	\$ (600,823)	\$ 204,245	\$ (158,323)	\$ 84,418	\$ 311,955	\$ 501,807	\$ 668,552
Available Fund Balance / Retained Earnings	\$ 3,191,384	\$ 3,395,629	\$ 3,237,306	\$ 3,321,724	\$ 3,633,679	\$ 4,135,486	\$ 4,804,038
Unrestricted Fund Balance % of Expenditures	88.5%	114.8%	73.9%	76.4%	83.9%	95.0%	109.2%



	\$355 per UNIT			
FY 2023 (Current)	FY 2024 Projected Revenues			

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 355	\$ 3,004,010
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 3,145,888

	\$400 per UNIT			
FY 2024 (Proposed)	FY 2024 Projected Revenues			

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 400	\$ 3,384,800
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 3,526,678

	\$425 per UNIT			
FY 2024 (Proposed)	FY 2024 Projected Revenues			

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 425	\$ 3,596,350
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 3,738,228

Town of Smithfield, RI
Smithfield Sewer Enterprise - Rate Development Guidance
 Fiscal Year 2024 - 2028



FY 2025 (Proposed)

\$450 per UNIT				
FY 2025 Projected Revenues				

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 450	\$ 3,807,900
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 3,949,778

FY 2026 (Proposed)

\$475 per UNIT				
FY 2026 Projected Revenues				

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 475	\$ 4,019,450
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 4,161,328

FY 2027 (Proposed)

\$500 per UNIT				
FY 2027 Projected Revenues				

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 500	\$ 4,231,000
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 4,372,878



FY 2028 (Proposed)

\$525 per UNIT	
FY 2028 Projected Revenues	

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 525	\$ 4,442,550
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 4,584,428

Future

\$550 per UNIT	
Future	

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 550	\$ 4,654,100
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 4,795,978

Future

\$575 per UNIT	
Future	

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 575	\$ 4,865,650
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 5,007,528

Town of Smithfield, RI
Smithfield Sewer Enterprise - Rate Development Guidance
 Fiscal Year 2024 - 2028



Future

\$600 per UNIT
Future

Connection Type	Connections	Units (Consumption)	Unit Cost	Total Revenue
Sewer Unit Charge	5,358	8,462	\$ 600	\$ 5,077,200
Res. Industrial Pre-treatment	4,972	5,731	\$ 10	\$ 57,310
Com. Industrial Pre-treatment	365	2,331	\$ 30	\$ 69,930
Ind. Industrial Pre-treatment	22	103	\$ 106	\$ 10,918
Pre-treatment Charge	3	3,720	\$ 1	\$ 3,720
	10,720	20,347		\$ 5,219,078

Town of Smithfield, RI
Smithfield Sewer Enterprise - Rate Development Guidance
 Fiscal Year 2024 - 2028



Debt Service Schedule

Principal	Maturity Date	2023	2024	2025	2026	2027
\$ 850,000	9/1/2022	\$ 64,226	\$ -	\$ -	\$ -	\$ -
\$ 60,000	9/1/2024	\$ 38,374	\$ 37,840	\$ 37,300	\$ -	\$ -
\$ 4,000,000	9/1/2032	\$ 248,078	\$ 247,265	\$ 246,959	\$ 247,222	\$ 247,186
\$ 3,370,000	9/1/2033	\$ 222,480	\$ 218,817	\$ 214,757	\$ 210,402	\$ 205,787
\$ 8,280,000		\$ 573,158	\$ 503,922	\$ 499,016	\$ 457,624	\$ 452,973

Smithfield RIIB 2007
 Smithfield 2007A
 SRF Series 2012A
 SRF Series 2013A




TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: April 4, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Director of Public Works / Water Commissioner 

RE: Request to Schedule a Public Hearing - Water Rates Study Presentation

BACKGROUND:

The Smithfield Water Supply Board last reviewed and adopted revisions to the Rates, Rules and Regulations for the Smithfield Water Supply Board (SWSB) on November 5, 2019.

BerryDunn was contracted to review the current SWSB financial status and project the revenue requirements of the Enterprise Fund for FY2024 through FY2026. This review incorporates the wholesale water rate increase of 46% from the Providence Water Supply that we experienced over the last two years, along with projected operating cost.

The recommendations presented are intended to provide the SWSB with the required revenue, to ensure the reliable supply of water at the highest quality for our customers.

FINANCIAL IMPACT:

The proposed rates will insure that the customers of the SWSB received the highest possible water quality and service reliability. The proposed rates are incorporated in the current budget request for FY 2024.

RECOMMENDATION: That the Smithfield Town Council Advertise a Public Hearing for May 16, 2023, to review the Water Rate Study for the Smithfield Water Supply Board.

MOVED: *That the Smithfield Town Council Advertise a Public Hearing for May 16, 2023, to review the Water Rate Study for the Smithfield Water Supply Board..*

Town of Smithfield

Smithfield Water Supply Board – Water Rate Study
Draft Report – V2.0



Submitted by:

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207.541.2200

Kevin Price, Principal

kprice@berrydunn.com

Jesse Myott, Project Manager

jmyott@berrydunn.com

Submitted on:

Final Draft v2.0: March 8, 2023



Table of Contents

Section	Page
Table of Contents.....	i
1.0 Introduction	1
1.1 Project Background	1
1.2 Abbreviations and Terms	3
2.0 Approach and Work Performed.....	4
2.1 Work Performed	4
3.0 SWSB Enterprise Fund: Technical Analysis and Findings.....	6
3.1 SWSB Overview	6
3.2 Current Rate Structure.....	6
3.3 SWSB Enterprise Fund: Revenue Requirement Analysis	8
3.4 SWSB Reserve Fund: Unrestricted Fund Balance.....	11
3.5 Summary of Technical Findings.....	13
4.0 Recommendations and Considerations.....	15
4.1 Proposed Rates.....	15
4.1.1 Proposed Meter Charges and Private Fire Protection Charges	15
4.1.2 Proposed Tiered Usage Rates (Volume Charges).....	16
4.1.3 Projected Customer Impacts	17
4.2 Proposed Rate Structure	18
4.3 Summary of Recommendations and Considerations	18
5.0 Peer Comparisons	19
5.1 Greenville Water District	19
5.2 Providence Water	19
5.3 Lincoln Water Commission	20
Appendix A: Revenue Requirements	21
Appendix B: Cost Model.....	22

1.0 Introduction

This section of the report provides a high-level background of the project, as well as key terms and their definitions.

1.1 Project Background

The Town of Smithfield (Town) retained Berry Dunn McNeil & Parker, LLC (BerryDunn) to prepare a Water Rate Study for the Smithfield Water Supply Board (SWSB) Enterprise Fund (Fund). The analysis has projected the full cost of providing SWSB potable water distribution services supported by the Fund. The results have provided a revenue requirement determination, which will serve to provide guidance for setting water rates at the level necessary to meet projected revenue requirements for the next three fiscal years (FYs): FY 2024 – FY 2026. The rates proposed in this report reflect the projected level necessary to fund service delivery for FY 2024 through FY 2026 based on applicable guidelines established by the American Water Works Association.¹

Identifying major cost drivers projected to be realized in the future has allowed a more detailed revenue requirement forecast to be developed, which can then be used as a foundation for assessing the level of water rates necessary to meet revenue requirements, sustain current operations, and fund goals, initiatives, and enhanced service delivery in the future. The final project report includes recommendations based on the objective analytical findings and institutional knowledge, as well as assumptions related to known expense increases likely to be realized in the future. The analysis has also identified possible barriers and challenges to implementing recommendations and considerations.

The Town's last major cost of service (CoS) analysis and rate study was conducted in 2019. Since then, rates are schedule to be analyzed and adjusted every three years in order to satisfy annual revenue requirements, provide funding for current operations and known costs increases, and to fund capital investments to the level necessary to maintain and improve the distribution system.

For these reasons, the Town is interested in understanding the projected full cost of providing potable water distribution services for FY 2024 – FY 2026 and considering recommendations that might better align rate levels in the future to reflect these costs, satisfy revenue requirements, fund future development and planning initiatives, and maintain a sufficient unrestricted reserve fund balance to provide rate stabilization, fund capital investments, and help ensure business continuity, if needed.

The final project report provides the Town with an overview of current water rates, non-metered charges, and associated revenues. Additionally, this final project report provides projected expenses associated with operating and maintaining the distribution system. The report also

¹ American Water Works Association, *M1 Principles of Water Rates, Fees and Charges, 7th Edition*, www.awwa.org. Accessed February 2023.



documents the estimated percentage of reserve fund balance as a percentage of full operational costs, which will allow Town and SWSB officials to make informed policy decisions regarding adjustments to water rates and non-metered charges, if so desired. Finally, this report describes BerryDunn’s approach to the analysis and understanding of the SWSB’s organizational structure and services provided, findings, considerations, and recommendations.



1.2 Abbreviations and Terms

Table 1.2.1: Project Abbreviations, Terms, and Definitions

Abbreviation/Term	Definition
BerryDunn	Berry Dunn McNeil & Parker, LLC
CoS	Cost of Service
Fund	SWSB Enterprise Fund – Unrestricted Fund Balance
FY	Fiscal Year
MS	Microsoft
SIRP	Smithfield Infrastructure Replacement Charge
SME	Subject Matter Expert
State	State of Rhode Island
SWSB	Smithfield Water Supply Board
Town	Town of Smithfield

2.0 Approach and Work Performed

This section of the report outlines how BerryDunn approached the project, summarizes the major tasks performed within each phase, provides an overview of how expense assumptions were identified and revenue requirement forecasts developed, and provides a high-level synopsis of the project deliverables.

2.1 Work Performed

BerryDunn's approach to completing this study involved four phases:

- Phase 0 – Project Management and Data Request
- Phase 1 – Revenue Requirement Determination and Rate Guidance
- Phase 2 – Draft Water Rate Study Report
- Phase 3 – Final Water Rate Study Report and Final Presentation

Central to the approach was the use of BerryDunn's Microsoft (MS) Excel-based CoS model, which was used to forecast the SWSB's full cost for providing potable water distribution services for FY 2024 – FY 2026. BerryDunn used the cost model to develop forecast scenarios to assess the financial impact of increased operational and maintenance costs, necessary capital improvement investments, debt service requirements, and the revenue requirements needed to maintain a sufficient Fund balance.

After an initial project-planning call with the Town to clarify goals and objectives, identify known project constraints, and refine dates and/or tasks as appropriate, BerryDunn requested and reviewed documentation and data to get a better understanding of the SWSB's current fiscal and services environment.

BerryDunn commenced the project and scheduled a series of follow-up meetings with Town subject matter experts (SMEs) involved in the water rate analysis. BerryDunn also followed up with Town staff on multiple occasions throughout the course of the project to confirm BerryDunn's understanding of the data and information provided. The aim of these meetings and conversations was to discuss assumptions related to major cost drivers identified in FY 2024 – FY 2026 associated with operations and maintenance required to deliver SWSB services to customers, and to discuss the revenue requirements necessary to fund services.

BerryDunn reviewed the SWSB's current water rate (volume) charges and non-metered fees and charges schedules related to enterprise fund services and guided Town staff through discussions to consider adjustments to rate levels that might better generate the revenue needed to cover the CoS the SWSB commonly provides. Other charges, such as penalties, fines, and State of Rhode Island (State) mandated fees, were excluded from the analysis.

BerryDunn employed a standard cost accounting methodology to identify and assign expected costs to the services SWSB provides. This methodology uses identified expected expenses, mainly from the SWSB's adopted FY 2023 operating budget segments, and in some instances actual expenses incurred in prior FYs, to determine projected full costs. Finally, where detailed

and/or accurate data was nonexistent, BerryDunn used institutional knowledge from Town and SWSB SMEs to develop assumptions and proportional assignment of expenses based on weighted averages and other standard analytical techniques.

Also included in the analysis are the identified actual revenues from FY 2021 and FY 2022 and projected revenues for FY 2023 associated with providing potable water distribution services to rate payers, which Town and SWSB SMEs also verified.

BerryDunn prepared a cost model for the SWSB's current water rates analyzed for this project based on:

- SWSB's FY 2023 adopted expenditure budget
- Applicable actual expenditures incurred in prior FYs and prior FYs' reported actual revenue in the enterprise fund
- Key staff input and institutional knowledge
- Town financial document reviews
- Data discussed and reviewed during meetings with Town and SWSB SMEs

BerryDunn reviewed the study findings with the Town on multiple occasions, identifying any needed revisions and allowing the opportunity for the Town to give feedback and request additions and deletions before approving final deliverables and recommendations.

3.0 SWSB Enterprise Fund: Technical Analysis and Findings

This section of the report provides a general overview of the SWSB’s organizational structure, the major technical findings BerryDunn identified, and BerryDunn’s projections based on those findings.

3.1 SWSB Overview

The SWSB provides high-quality potable water to more than 9,400 residents through 1,600 meters throughout the Town and a portion of the Town of North Providence. The Town’s main—and only—source of water is purchased from the Providence Water Supply. The Town is supplied water by two other districts in addition to the SWSB: the Providence Water Supply Board and the Greenville Water District. The SWSB makes certain all applicable work necessary to maintain and operate the distribution system is performed in accordance with all federal, State, and local municipal code sections and health and safety provisions.

The SWSB operates as an enterprise fund, with all operations funded from rate payers and non-metered fees and charges. The Town Council also acts as the Board of Water Commissioners. In October 2017, the SWSB appointed a five-member Advisory Commission. The volunteer Advisory Commission provides analyses and insight into SWSB policy and fiscal matters. The Director of Public Works also serves as the Smithfield Water Commissioner.

3.2 Current Rate Structure

The SWSB’s current rate structure is generally comprised of two components: non-metered fees and charges, and usage (volume) charges. Non-metered fees and charges are flat-rate or fixed charges, which are assessed based on the meter size, connection size, or customer category. Table 3.2.1 and Table 3.2.2 below outline the SWSB’s current non-metered fees and charges related to water meters and private fire protection (safety) connections.

Table 3.2.1: Current Non-Metered (Base) Fees and Charges – Water

Current Non-Metered Fees and Charges – Water	
Meter Size (inches)	Current Charge
5/8" to 1"	\$60
1½"	\$120
2"	\$180
3"	\$375
4"	\$600
6"	\$1,125
8"	\$1,950
10"	\$2,625

Table 3.2.2: Current Non-Metered Fees and Charges – Private Fire Connection

Current Non-Metered Fees and Charges – Fire	
Connection Size (inches)	Current Charge
Hydrant (ea.)	\$250
1½"	\$100
4"	\$150
6"	\$200
8"	\$250
10"	\$300
12"	\$350

Usage or volume charges are assessed on the amount of metered water consumption for a specific billing period. The SWSB’s current charges rate structure is divided into three unique service-tier categories. Table 3.2.3 below outlines the three usage tiers.

Table 3.2.3: Current Three-Tier Rate Structure

Current Rate Structure	
Customer Tier and Current Rate	Description
Tier 1 Usage: \$4.88 (per 1,000 gallons of consumption)	Tier 1 rates apply to customers who use between one gallon and 100,000 gallons of water annually. This is the most common usage tier as most average-size residential properties and small commercial operations fall within this usage tier. Of the 1,693 active customer accounts in 2022, 1,212 fell within this usage tier, consuming an estimated 50,929,176 gallons of water.
Tier 2 Usage: \$5.78 (per 1,000 gallons of consumption)	Tier 2 rates apply to customers who use between 100,001 gallons and 1,000,000 gallons of water annually. Generally, larger residential properties, larger commercial business operations, apartment/condominium complexes, and properties using significant irrigation fall within this usage tier. Of the 1,693 active customer accounts in 2022, 449 fell within this usage tier, consuming an estimated 91,181,539 gallons of water.
Tier 3 Usage: \$6.66 (per 1,000 gallons of consumption)	Tier 3 rates apply to customers who use more than 1,000,000 gallons of water annually. Generally, large commercial business and industrial operations and colleges and universities fall within this usage tier. Of the 1,693 active customer accounts in 2022, 32 fell within this usage tier, consuming an estimated 147,995,079 gallons of water.

3.3 SWSB Enterprise Fund: Revenue Requirement Analysis

BerryDunn reviewed all enterprise fund revenue and expenses associated with potable water distribution and delivery for FY 2021, FY 2022, and FY 2023 (projected) and determined the average full cost to provide all water distribution and delivery services was \$1,827,227 annually. The average revenue generated across all rate components and fees and charges structures was \$2,087,363 annually. BerryDunn calculated the percentage of costs recovered by way of current rates and charges, finding that the enterprise fund recovered an average of 116% of the cost to provide services between FY 2021 and FY 2023 (projected).

Revenue generation remained relatively flat across the FYs analyzed, likely due in large part to conservation efforts on behalf of customers. However, the SWSB did experience increased expenditures related to personnel, services, and supplies—and specifically a significant increase in the cost of purchased wholesale water from Providence Water, an increase of 46% percent since 2017.

Furthermore, BerryDunn projected revenue and expenses associated with potable water distribution and delivery for FY 2024, FY 2025, and FY 2026 and estimates the average full cost to provide all water distribution and delivery services will be \$2,369,673 annually. The average revenue estimated across all rate components and fees and charges structures is projected to be \$2,196,632 annually, at current rates and charges levels. BerryDunn calculated the percentage of costs recovered by way of current rates and charges, finding that the enterprise fund is projected to recover an estimated average of 92.8% of the cost to provide services between FY 2024 and FY 2026 at current rates and charges levels. Table 3.3.1, below, outlines actual, projected, and estimated revenue and expense at current rates and charges levels.

Table 3.3.1: Revenue and Expense at Current Rates and Charges Levels: FY 2021 – FY 2026

Fiscal Year	Revenue	Expense	Net	Cost Recovery
2021 (actual)	\$2,094,048	\$1,562,255	\$531,793	134.0%
2022 (actual)	\$2,016,687	\$1,768,072	\$248,615	114.0%
2023 (projected)	\$2,151,354	\$2,151,354	\$0	100.0%
2024 (estimated)	\$2,157,057	\$2,270,677	(\$113,621)	95.0%
2025 (estimated)	\$2,196,370	\$2,351,753	(\$155,383)	93.4%
2026 (estimated)	\$2,236,469	\$2,486,587	(\$250,118)	89.9%

The analysis shows that, even with no rate increases, revenue is projected to increase slightly year-over-year given current consumption trends related to larger customers (commercial, university, etc.). However, despite some projected gains in some revenue categories post-pandemic, expenditures are estimated to outpace revenues year-over-year, with the most significant expense indicators pointing to the continuation of this trend. Left unchecked, these trends might have consequential effects on Fund balance levels and, ultimately, the SWSB's ability to continue delivering services at current levels. Table 3.3.2, below, outlines the core expense components estimated to impact operations between FY 2024 and FY 2026.

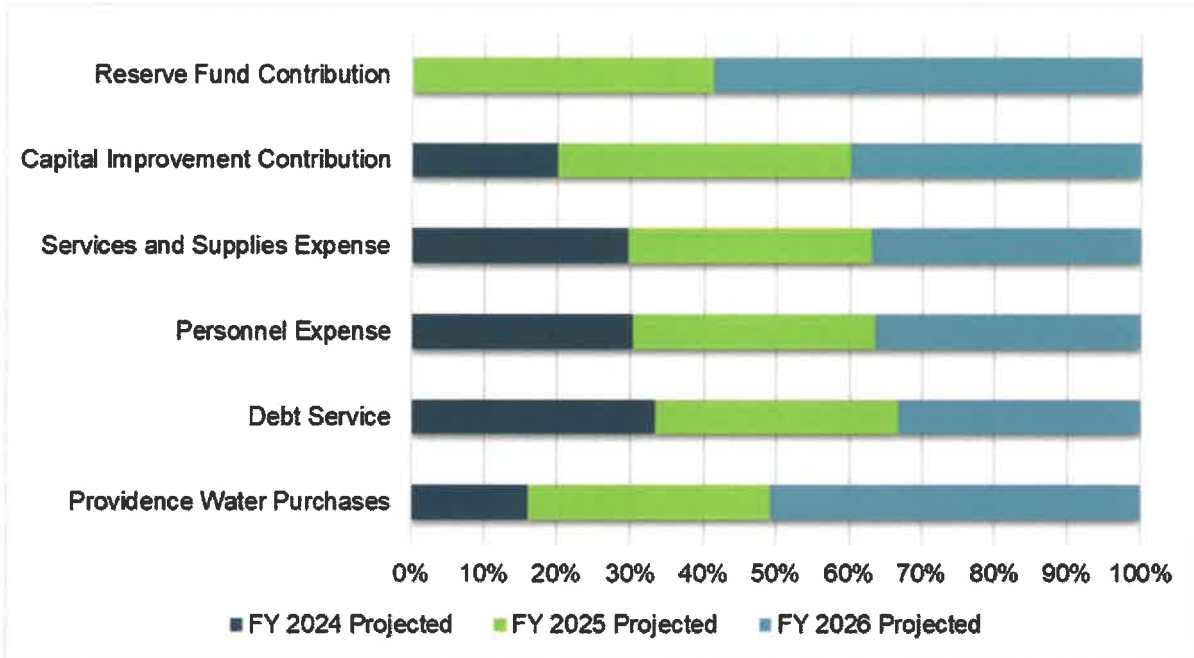
Table 3.3.2: Core Expense Component Increases: FY 2024 – FY 2026

Summary of Findings		
Category		Findings
1	Projected Expense Increase – Wholesale Water Purchases	BerryDunn identified significant increases in average annual Providence Water wholesale purchase expense for the periods analyzed: FY 2017 – FY 2020: \$628,719 annually (wholesale water cost) FY 2021 – FY 2023 (est.): \$745,779 annually (wholesale water cost) FY 2024 – FY 2026: \$827,531 annually (projected wholesale water cost)
2	Projected Expense Increase – Debt Service	BerryDunn projects debt service expense will increase \$200,000 to an estimated \$230,000 annually, FY 2024 – FY 2026, due to the scheduled repayment of bonded debt issued and used for capital improvements.
3	Projected Expense Increase – Personnel	BerryDunn projects an increase in personnel expense of \$64,000, should an additional full-time position be approved.
4	Projected Expense Increase – Service and Supplies	BerryDunn projects an increase in general service and supplies expense of \$40,000 – \$50,000, annually.
5	Capital Improvements	BerryDunn identified significant deferred capital maintenance and replacement investment. Though recent efforts have developed an approach to begin addressing deferred capital investment, the distribution system still needs significant short-term and long-term capital investment. Capital investments help ensure business and service continuity, system improvements and capacity increases can be realized, and water quality and safety standards can be maintained.
6	Reserve Funds	BerryDunn identified sufficient reserve funding to date; however, planned capital investments designed to address some of the deferred investment identified above will likely deplete reserve funding levels significantly. Maintaining adequate reserves is a fundamental principal of sound financial management. It is essential that the SWSB maintain adequate levels of working capital in its enterprise fund to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to help ensure stable delivery of services.



In addition to the projected dollar values listed above, Figure 3.3.1 below depicts the core expense components and their projected impact to year-over-year expenditure increases as a percentage of the total core expense component increases estimated.

Figure 3.3.1: Core Expense Component Increases as a Percent of Total: FY 2024 – FY 2026



For these reasons, BerryDunn recommends the SWSB consider annual adjustments to the three-tier rate structure of a 7% increase across all three tiers in FY 2024, a 7% increase across all three tiers in FY 2025, and a 7% increase across all three tiers in FY 2026 to address the estimated revenue shortfalls year-over-year. BerryDunn estimates that in doing so, the SWSB will be able to meet its annual revenue requirements needed to sufficiently operate, maintain, and improve the water distribution system. Table 3.3.3 below outlines the revenue and expense scenarios estimated for the enterprise fund between FY 2024 and FY 2026 with the proposed water rate increases of 7% year-over-year annually for three FYs.

Table 3.3.3: Enterprise Fund Revenue and Expense With Rates and Charge Increases: FY 2024 – FY 2026

Fiscal Year	Revenue	Expense	Net	Cost Recovery
2024 (estimated)	\$2,253,413	\$2,270,677	(\$17,265)	99.2%
2025 (estimated)	\$2,397,753	\$2,351,753	\$46,000	102.0%
2026 (estimated)	\$2,552,199	\$2,486,587	\$65,612	102.6%



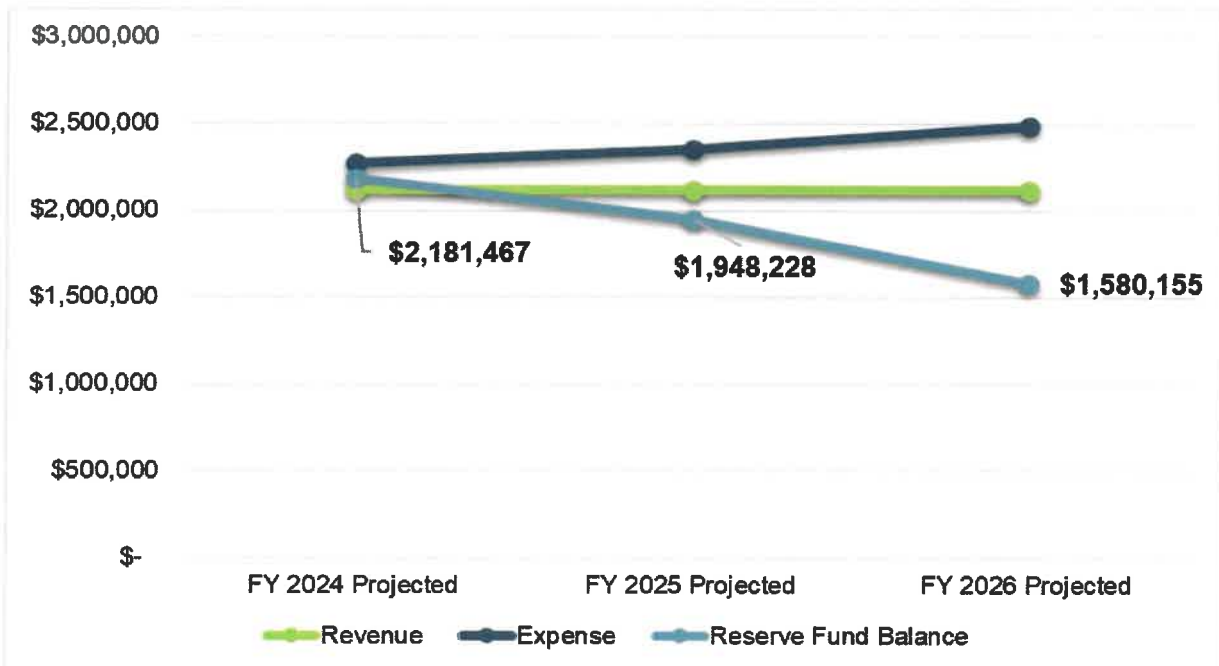
3.4 SWSB Reserve Fund: Unrestricted Fund Balance

The SWSB needs an unrestricted fund balance sufficient to help ensure business and service continuity if a downturn in the economy, or some other unforeseen event or circumstance, occurs. Unrestricted fund balance funds can generally be used for any lawful purposes associated with operating and maintaining the potable water distribution system. Therefore, rates should be set a level sufficient to meet annual revenue requirement needs but also maintain an adequate unrestricted fund balance level.

At the start of FY 2023, the SWSB enterprise fund maintained a fund balance of \$2,333,630 compared to average expenditures of the two prior FYs, which generally fall in the \$1,600,000 to \$1,700,000 range. However, as previously mentioned, the SWSB has projected increased operational expenditures related to personnel, services and supplies, and water purchase costs as well as programmed capital improvement projects designed to upgrade and enhance the functionality of the water distribution system.

For these reasons, the projected unrestricted fund balance level is expected to decline significantly over the next few FYs as funds that might be needed to fund operations and capital improvements are instead used in a “pay-as-you-go” model to mitigate severe impacts to rate payers. To that end, despite current capacity to use unrestricted fund balance appropriations over the next few FYs to fund larger capital projects and initiatives, without rate increases, the unrestricted fund balance is projected to decline significantly as operational expenditures increase. Figure 3.4.1 depicts the projected fund balance through FY 2026 should no rate increase be adopted.

Figure 3.4.1: Reserve Fund Balance Projection FY 2024 – FY 2026 With No Rate Increase

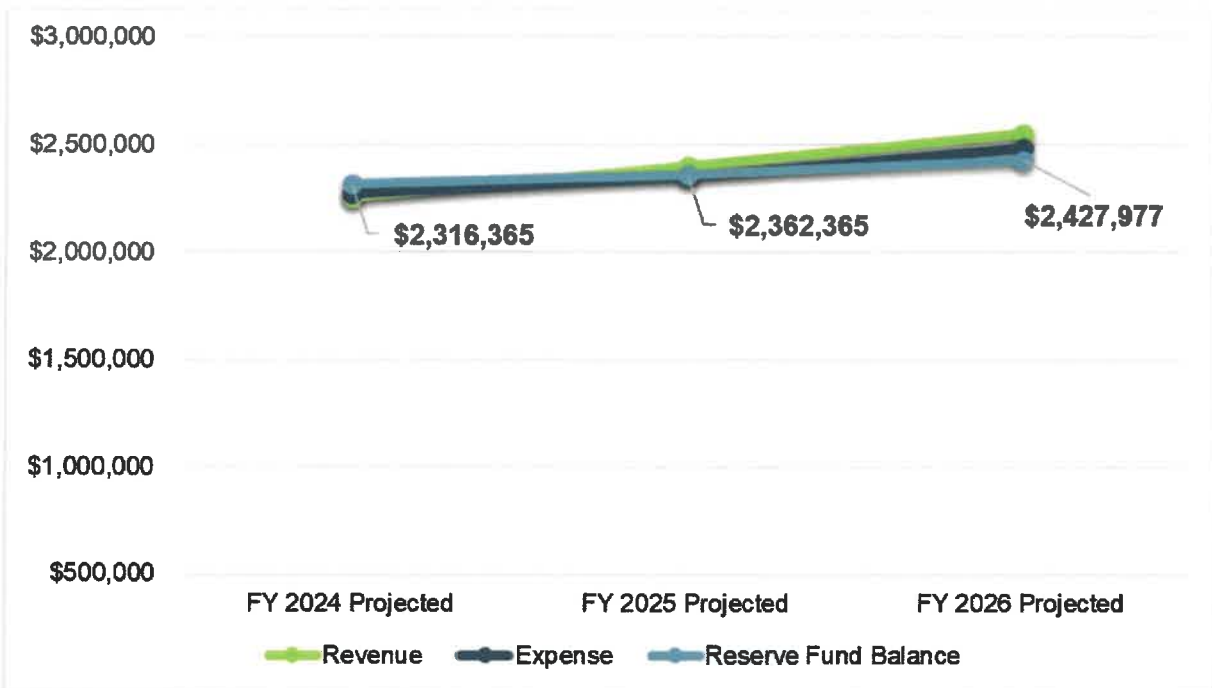




Given the combination of projected operations and maintenance expenditure increases and projected capital improvement investments, the unrestricted reserve fund balance is expected to decline substantially by the end of FY 2026 to \$1,580,155 or to a level that represents only 63.5% of projected annual expenditures in FY 2026, without the adoption of rate increases.

Beginning in FY 2024, BerryDunn recommends that the Town adopt a tiered usage rate increase of 7% in FY 2024, 7% in FY 2025, and 7% in FY 2026 to help ensure sufficient revenue is generated to cover operational and maintenance expenses and to maintain a sufficient unrestricted reserve fund balance level. Figure 3.4.2 depicts the projected fund balance through FY 2026 should a 7% rate increase be adopted each FY through FY 2026.

Figure 3.4.2: Reserve Fund Balance Projection FY 2024 – FY 2026 With 7% Rate Increases



As is evident from Figure 3.4.2, above, should the proposed rate increases be adopted, the unrestricted reserve fund balance is expected to rise in conjunction with projected expenditures, maintaining an estimated level of \$2,427,977 or 97.6% of projected expenditures in FY 2026.

Though future water consumption needs and demand trends cannot be known for certain, nor what unforeseen water distribution system needs may arise, the recommended rate increases are projected to allow sufficient revenue generated each FY based on known core expense assumptions and customer consumption trends. For these reasons, BerryDunn recommends that the SWSB monitor the fund balance periodically to help ensure a sufficient level is being maintained, and that funds are being expended in a lawful, consistent manner. BerryDunn also recommends that the SWSB monitor local indicators related to water consumption and monitor the fund balance consistently to identify any large fluctuations should they be evident, as dramatic changes may indicate longer-term trends pertaining to revenue or expenditure increases or decreases.

3.5 Summary of Technical Findings

Table 3.5.1 summarizes the key technical findings of BerryDunn’s analysis of the SWSB’s rates, fees, and charges environment.

Table 3.5.1: Summary of Technical Findings

Summary of Technical Findings		
Category		Findings
1	Revenue	BerryDunn identified average annual revenue generation of \$2,087,363 across FY 2021 (actual), FY 2022 (actual), FY 2023 (projected).
2	Expense	BerryDunn identified average annual expenditures of \$1,827,227 across FY 2021 (actual), FY 2022 (actual), FY 2023 (projected).
3	Fund Balance	BerryDunn identified a SWSB enterprise fund balance of \$2,333,630 at the start of FY 2023.
4	Projected Expense Increase – Wholesale Water Purchases	BerryDunn identified significant increases in average annual Providence Water wholesale purchase expense for the periods analyzed: FY 2017 – FY 2020: \$628,719 annually (wholesale water cost) FY 2021 – FY 2023 (est.): \$745,779 annually (wholesale water cost) FY 2024 – FY 2026: \$827,531 annually (projected wholesale water cost)
5	Projected Expense Increase – Debt Service	BerryDunn projects debt service expense will increase \$200,000 to an estimated \$230,000 annually, FY 2024 – FY 2026, due to the scheduled repayment of bonded debt issued and used for capital improvements.
6	Projected Expense Increase – Personnel	BerryDunn projects an increase in personnel expense of \$64,000, should an additional full-time position be approved.
7	Projected Expense Increase – Service and Supplies	BerryDunn projects an increase in general service and supplies expense of \$40,000 – \$50,000, annually.
8	Capital Improvements	BerryDunn identified significant deferred capital maintenance and replacement investment. Though recent efforts have developed an approach to begin addressing deferred capital investment, the distribution system still needs significant short-term and long-term capital investment. This helps ensure business and service continuity, system improvements and capacity increases can be realized, and water quality and safety standards can be maintained.



Summary of Technical Findings		
Category		Findings
9	Reserve Funds	BerryDunn identified sufficient reserve funding to date; however, planned capital investments designed to address some of the deferred investment identified above will likely deplete reserve funding levels significantly. Maintaining adequate reserves is a fundamental principal of sound financial management. It is essential that the SWSB maintain adequate levels of working capital in its enterprise fund to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to help ensure stable service delivery.
10	Projected Revenue Requirement	BerryDunn projected average annual revenue requirement needs of \$2,401,122 annually for FY 2024 – FY 2026.
11	Current Water Rates	BerryDunn identified the projected revenue requirements needed to fund operations for FY 2024 – FY 2026 and determined that current rate levels are not sufficient to generate the revenue needed to adequately operate the distribution system and maintain an adequate unrestricted reserve fund balance.

4.0 Recommendations and Considerations

This section of the report outlines various recommendations and considerations BerryDunn has provided based on the technical revenue requirement analysis, current fees and charges environment analysis, peer comparisons, and meetings with staff and stakeholders to discuss SWSB and townwide priorities.

4.1 Proposed Rates

The Town is responsible for setting water rates in accordance with the projected revenue requirements necessary to sufficiently fund water distribution services annually. Generally, rates are set at levels projected to satisfy annual revenue requirements based on known assumptions of major cost drivers in the future and to maintain an adequate reserve fund level.

Based on the technical analysis performed, the proposed rates below are projected to satisfy revenue requirement needs to fund operations and maintenance of the distribution system, fund needed capital improvement projects, and maintain adequate reserves for FY 2024 through FY 2026. It is assumed that rate increases will take effect July 1 of each calendar year, should they be adopted at the levels proposed below.

4.1.1 Proposed Meter Charges and Private Fire Protection Charges

Table 4.1.1.1: Proposed Meter Charges FY 2024 – FY 2026

Meter Charges (Base Charges)		0% Increase	10% Increase	10% Increase
Meter Size	Current Rate	FY 2024 Proposed Rate	FY 2025 Proposed Rate	FY 2026 Proposed Rate
¾" to 1"	\$60	\$60	\$66	\$73
1½"	\$120	\$120	\$132	\$145
2"	\$180	\$180	\$198	\$218
3"	\$375	\$375	\$413	\$454
4"	\$600	\$600	\$660	\$726
6"	\$1,125	\$1,125	\$1,238	\$1,361
8"	\$1,950	\$1,950	\$2,145	\$2,360
10"	\$2,625	\$2,625	\$2,888	\$3,176

Table 4.1.1.2: Proposed Private Fire Protection Charges FY 2024 – FY 2026

Private Fire Protection Charges		\$0 Increase	\$25 Increase	\$25 Increase
Connection Size	Current Rate	FY 2024 Proposed Rate	FY 2025 Proposed Rate	FY 2026 Proposed Rate
Hydrant (ea.)	\$250	\$250	\$275	\$300
1½"	\$100	\$100	\$125	\$150
4"	\$150	\$150	\$175	\$200
6"	\$200	\$200	\$225	\$250
8"	\$250	\$250	\$275	\$300
10"	\$300	\$300	\$325	\$350
12"	\$350	\$350	\$375	\$400

4.1.2 Proposed Tiered Usage Rates (Volume Charges)

Table 4.1.2.1 below, reflects the current rate level per usage tier and the proposed rates per usage tier FY 2024 through FY 2026.

Table 4.1.2.1: Proposed Tiered Usage Rate FY 2024 – FY 2026

Current Rate Structure		FY 2023	FY 2024 7% Increase	FY 2025 7% Increase	FY 2026 7% Increase
Tier	Usage Range (gallons)	Current Rate (per 1,000 gallons)	Proposed Rate (per 1,000 gallons)	Proposed Rate (per 1,000 gallons)	Proposed Rate (per 1,000 gallons)
Tier 1	1 – 100,000	\$4.88	\$5.22	\$5.59	\$5.98
Tier 2	100,001 – 1,000,000	\$5.78	\$6.18	\$6.62	\$7.08
Tier 3	Over 1,000,000	\$6.66	\$7.13	\$7.63	\$8.16
Current Rate Structure		FY 2023	FY 2024 No Increase	FY 2025 No Increase	FY 2026 No Increase
		Current Rate (per 1,000 gallons)	Proposed Rate (per 1,000 gallons)	Proposed Rate (per 1,000 gallons)	Proposed Rate (per 1,000 gallons)
Smithfield Infrastructure Replacement Charge (SIRP)		\$0.50	\$0.50	\$0.50	\$0.50
Rhode Island State Watershed & Water Quality Charge		\$0.30	\$0.30	\$0.30	\$0.30

BerryDunn estimates that an additional \$102,059 of revenue will be realized in FY 2024, an additional \$144,341 of revenue will be realized in FY 2025, and an additional \$154,445 of revenue will be realized in FY 2026 should the proposed water rate increase be adopted and usage trends remain similar. The proposed water rate increases are projected to satisfy the revenue requirements necessary to operate and maintain the water distribution system, fund capital improvements, and maintain an adequate unrestricted reserve fund balance.

BerryDunn does not recommend any adjustments to the SIRP. The current charge should be maintained at the current level of \$0.50 per 1,000 gallons of consumption FY 2024 through FY 2026 as is outlined in Table 4.1.2.1 above.

The Rhode Island State Watershed & Water Quality Charge is a State set fee and therefore is not applicable to recommendations or adjustments per this study as is outlined in Table 4.1.2.1 above.

4.1.3 Projected Customer Impacts

The following customer impact analyses estimates projected billing impacts based on 1,693 customer accounts across the three-tier rate structure.

Table 4.1.3.1: Projected Customer Billing Impacts FY 2024 – FY 2026

User Type			Estimated Annual New Charges				Percent of Customer Accounts
Customer Category	Annual Usage (gallons)	Current Annual Charges	FY 2024	FY 2025	FY 2026	Three-Year Est. Charges Increase	
Low-End User (5/8" Meter)	15,000	\$145	\$158	\$164	\$170	\$56	72%
Average – Low-End User (5/8" Meter)	40,000	\$287	\$309	\$324	\$339	\$110	
Average – Middle-End User (5/8" Meter)	75,000	\$486	\$520	\$547	\$577	\$185	
Average – High-End User (5/8" Meter)	120,000	\$760	\$810	\$855	\$904	\$290	
Large User (2" Meter)	600,000	\$4,038	\$4,272	\$4,529	\$4,798	\$1,485	26%

User Type			Estimated Annual New Charges				
Customer Category	Annual Usage (gallons)	Current Annual Charges	FY 2024	FY 2025	FY 2026	Three-Year Est. Charges Increase	Percent of Customer Accounts
Large User (4" Meter)	3,000,000	\$22,010	\$23,344	\$24,777	\$26,290	\$8,381	2%

As is evident from Table 4.1.3.1, above, projected bill increases for the most common usage customers range from \$56 to \$290 over the three FYs annualized. Larger commercial and industrial customers might see increases ranging from \$1,485 to \$8,381 over the three FYs analyzed, depending on usage and conservation efforts.

4.2 Proposed Rate Structure

BerryDunn recommends that the Town keep the current three-tier rate structure as is. BerryDunn determined from the technical analysis that this structure adequately reflects the current customer base, and no adjustments are recommended at this time.

4.3 Summary of Recommendations and Considerations

Table 4.3.1: Summary of Recommendations and Considerations

Category		Recommendation
1	Meter (Base) Charges	BerryDunn recommends the Town adopt a 10% increase to meter (base) charges in FY 2025 and a 10% increase to meter (base) charges in FY 2026.
2	Private Fire Protection Charges	BerryDunn recommends the Town adopt a \$25 increase to private fire protection charges in FY 2025 and a \$25 increase to private fire protection charges in FY 2026.
3	Tiered Usage (Volume) Rates	BerryDunn recommends the Town adopt a 7% increase in tiered usage rates in FY 2024, a 7% increase in FY 2025, and a 7% increase in FY 2026 to help ensure projected revenue requirements for each FY are met and that an adequate unrestricted reserve fund balance is maintained in the water enterprise fund.
4	Three-Tier Rate Structure	BerryDunn recommends that the Town keep the current three-tier rate structure as is.
5	Unrestricted Reserve Fund Balance	BerryDunn recommends the Town maintain an unrestricted reserve fund balance, in the water enterprise fund, in the range of 70% to 80% of estimated FY expenditures. Expenditures should be identified as any expense made to operate, maintain, and improve the water distribution system in a given FY.

5.0 Peer Comparisons

Peer comparisons can provide useful insights into how the Town’s water rates, fees, and charges environment compares with similar operations in the State. While the SWSB operations are unique in many ways, the selection of peers for comparison attempts to reflect as closely as possible the unique elements found throughout the SWSB distribution area.

5.1 Greenville Water District

Table 5.1.1: Current Rate, Fees, and Charges Comparison – SWSB and Greenville Water District

Common Rates and Charges				
District	Metered Rate (per 1,000 gallons)	Infrastructure Rate (per 1,000 gallons)	5/8" Meter Charge	Fire Hydrant (ea.)
SWSB (current)	\$4.88	\$0.50	\$60	\$250
SWSB (FY 2024)	\$5.22	\$0.50	\$60	\$250
SWSB (FY 2025)	\$5.59	\$0.50	\$66	\$275
SWSB (FY 2026)	\$5.98	\$0.50	\$73	\$300
Greenville Water District ²	\$4.61	\$0.65	\$27.89	\$550

² Rates effective as of 2023: www.greenvillewd.org, accessed February 2023.

5.2 Providence Water

Table 5.2.1: Current Rate, Fees, and Charges Comparison – SWSB and Providence Water

Common Rates and Charges				
District	Metered Rate (per 1,000 gallons)	Infrastructure Rate (per 1,000 gallons)	5/8" Meter Charge	Fire Connection: 4"
SWSB	\$4.88	\$0.50	\$60	\$150
SWSB (FY 2024)	\$5.22	\$0.50	\$60	\$250
SWSB (FY 2025)	\$5.59	\$0.50	\$66	\$275
SWSB (FY 2026)	\$5.98	\$0.50	\$73	\$300
Providence Water ³	\$5.12	\$0.47	\$124.20	\$313

³ Rates effective as of July 1, 2021: www.provwater.com, accessed February 2023.

5.3 Lincoln Water Commission

Table 5.3.1: Current Rate, Fees, and Charges Comparison – SWSB and Lincoln Water Commission

Common Rates and Charges				
District	Metered Rate (per 1,000 gallons)	Infrastructure Rate (per 1,000 gallons)	5/8" Meter Charge	Fire Connection: 1 1/2"
SWSB	\$4.88	\$0.50	\$60	\$100
SWSB (FY 2024)	\$5.22	\$0.50	\$60	\$250
SWSB (FY 2025)	\$5.59	\$0.50	\$66	\$275
SWSB (FY 2026)	\$5.98	\$0.50	\$73	\$300
Lincoln Water Commission ⁴	\$5.23	\$0.76	N/A	\$225.72

⁴Rates effective August 8, 2018: www.lincolnwatercommission.com, accessed February 2023.

Appendix A: Revenue Requirements

Town of Smithfield, RI
 Smithfield Water Supply Board - Revenue Requirements
 Fiscal Year 2024 & 2025 & 2026

	FY 2021 Actual	FY 2022 Actual	FY 2023 Adopted	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected
Water Rate Impact	0.0%	0.0%	0.0%	0.0%	7.0%	7.0%	7.0%
Revenue and Other Sources:							
Water Charges	\$ 1,819,096	\$ 1,692,388	\$ 1,782,118	\$ 1,782,118	\$ 1,906,866	\$ 2,040,347	\$ 2,183,171
Hydrant Revenue	\$ 77,400	\$ 76,000	\$ 75,000	\$ 75,000	\$ 76,133	\$ 76,133	\$ 76,133
Unbilled Water Revenue	\$ 26,225	\$ 60,256	\$ -	\$ -	\$ 28,827	\$ 28,827	\$ 28,827
Miscellaneous Revenue	\$ 46,410	\$ 48,102	\$ 146,236	\$ 146,236	\$ 80,249	\$ 80,249	\$ 80,249
Communications Tower	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Water Billings	\$ 7,810	\$ 7,725	\$ -	\$ -	\$ 5,178	\$ 5,178	\$ 5,178
RIIB Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Improvement Fund	\$ 117,094	\$ 132,204	\$ 145,000	\$ 145,000	\$ 155,150	\$ 166,011	\$ 177,631
Investment Interest - WAS	\$ 13	\$ 13	\$ 3,000	\$ 3,000	\$ 1,009	\$ 1,009	\$ 1,009
Sub-Total	\$ 2,094,048	\$ 2,016,687	\$ 2,161,354	\$ 2,161,354	\$ 2,263,413	\$ 2,397,764	\$ 2,562,199
Retained Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 2,094,048	\$ 2,016,687	\$ 2,161,354	\$ 2,161,354	\$ 2,263,413	\$ 2,397,764	\$ 2,562,199
Expenditures and Other Uses:							
Personnel Expense Impact		0.0%	0.0%	0.0%	3.5%	3.5%	3.5%
Water Personnel							
Salaries & Wages	\$ 123,336	\$ 125,128	\$ 128,040	\$ 128,040	\$ 196,521	\$ 203,400	\$ 210,519
Overtime	\$ 14,614	\$ 15,016	\$ 15,365	\$ 15,365	\$ 15,903	\$ 16,459	\$ 17,035
Longevity	\$ 6,716	\$ 19,940	\$ 25,000	\$ 25,000	\$ 25,875	\$ 26,781	\$ 27,718
Vacation and Sick	\$ (18,888)	\$ 2,509	\$ 4,000	\$ 4,000	\$ 4,140	\$ 4,285	\$ 4,435
FICA / Social Security	\$ 10,352	\$ 11,829	\$ 13,189	\$ 13,189	\$ 13,651	\$ 14,128	\$ 14,623
Blue Cross / Delta Dental	\$ 48,514	\$ 48,609	\$ 45,754	\$ 45,754	\$ 47,355	\$ 49,013	\$ 50,728
Retirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pension - State Pension	\$ 13,677	\$ 14,233	\$ 14,226	\$ 14,226	\$ 14,724	\$ 15,239	\$ 15,773
Life Insurance	\$ 418	\$ 433	\$ 418	\$ 418	\$ 433	\$ 448	\$ 463
Total Water Personnel	\$ 198,739	\$ 237,697	\$ 245,992	\$ 245,992	\$ 318,602	\$ 329,763	\$ 341,294
Operating Expense Impact							
Water Purchase Expense		0.0%	0.0%	0.0%	5.0%	5.0%	5.0%
Water Operating Expenses							
Utilities	\$ 84,454	\$ 104,376	\$ 110,000	\$ 110,000	\$ 115,500	\$ 121,275	\$ 127,339
Water	\$ 749,588	\$ 737,748	\$ 760,000	\$ 760,000	\$ 787,500	\$ 826,875	\$ 868,219
Testing	\$ 5,809	\$ 11,220	\$ 6,700	\$ 6,700	\$ 7,035	\$ 7,387	\$ 7,756
Service Fee - Contract Services	\$ 7,553	\$ 16,746	\$ 15,000	\$ 15,000	\$ 15,750	\$ 16,538	\$ 17,364
Taxes	\$ 1,811	\$ 1,823	\$ 3,700	\$ 3,700	\$ 3,885	\$ 4,079	\$ 4,283
Gas, Oil, Grease	\$ 8,654	\$ 7,398	\$ 7,000	\$ 7,000	\$ 7,350	\$ 7,718	\$ 8,103
Repairs	\$ 23,708	\$ 52,716	\$ 150,000	\$ 150,000	\$ 157,500	\$ 165,375	\$ 173,644
Office Supplies	\$ 1,018	\$ 2,204	\$ 1,000	\$ 1,000	\$ 1,050	\$ 1,103	\$ 1,158
Supplies & Maintenance	\$ 44,929	\$ 46,108	\$ 70,000	\$ 70,000	\$ 73,500	\$ 77,175	\$ 81,034
Professional Fees	\$ 42,518	\$ 194,417	\$ 50,000	\$ 50,000	\$ 52,500	\$ 55,125	\$ 57,881
Miscellaneous	\$ 4,267	\$ 6,787	\$ 5,000	\$ 5,000	\$ 5,250	\$ 5,513	\$ 5,788
Total Water Operating Expenses	\$ 974,309	\$ 1,181,543	\$ 1,168,400	\$ 1,168,400	\$ 1,226,820	\$ 1,288,161	\$ 1,352,569
Water Capital							
Capital Reserve Expense	\$ -	\$ -	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Capital Expenditures	\$ 31,354	\$ -	\$ 270,000	\$ 270,000	\$ 50,000	\$ 50,000	\$ 100,000
Total Water Capital	\$ 31,354	\$ -	\$ 305,000	\$ 305,000	\$ 85,000	\$ 85,000	\$ 135,000
Water Other Uses							
Depreciation	\$ 101,435	\$ 105,453	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000
Debt Service Expense	\$ 30,276	\$ 10,795	\$ 30,000	\$ 30,000	\$ 230,000	\$ 230,000	\$ 230,000
Interest - COPS Payable	\$ -	\$ -	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Total Water Other Uses	\$ 131,711	\$ 116,248	\$ 195,000	\$ 195,000	\$ 395,000	\$ 395,000	\$ 395,000
Indirect Costs							
	\$ 226,142	\$ 232,584	\$ 236,962	\$ 236,962	\$ 245,256	\$ 253,840	\$ 262,724
Total Expenditures and Other Uses	\$ 1,562,255	\$ 1,768,072	\$ 2,161,354	\$ 2,161,354	\$ 2,270,677	\$ 2,351,763	\$ 2,486,687
Available Funds: Excess (Deficit)	\$ 531,793	\$ 248,615	\$ -	\$ -	\$ (17,265)	\$ 46,000	\$ 65,612
Fund Balance / Retained Earnings Summary:							
Certified Fund Balance / Retained Earnings	\$ 531,793	\$ 248,615	\$ -	\$ -	\$ (17,265)	\$ 46,000	\$ 65,612
Available Fund Balance / Retained Earnings	\$ 1,585,181	\$ 1,833,796	\$ 2,333,630	\$ 2,333,630	\$ 2,316,365	\$ 2,362,365	\$ 2,427,977
Unrestricted Fund Balance % of Expendit	101.5%	103.7%	108.5%	108.5%	102.0%	100.5%	97.6%



Appendix B: Cost Model

The complete cost model developed to project revenue requirements is attached as a MS Excel file.



Town of Smithfield

64 FARNUM PIKE
SMITHFIELD, RHODE ISLAND 02917

PLANNING DEPARTMENT

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

MEMORANDUM

DATE: March 29, 2023
TO: Town Council
FROM: Michael Phillips, Town Planner
RE: Request to Abandon Portions of Pine Drive

The enclosed petition to abandon portions of the Pine Drive right of way has been reviewed by the Planning Department and is submitted to the Town Council for consideration. The petition is submitted on behalf of Paul F. McCarthy, the land owner that abuts the unused portion of the right of way on both sides.

Historical aerial photographs of this area show that the portion of the right of way that is the subject of the abandonment petition was cleared when the other streets in the plat were being constructed. It is not clear whether this portion of the right of way was ever used a roadway but, over the years, it became overgrown and is no longer passable. Accordingly, the abandonment petition would seem to be appropriate.

Pursuant to *Rhode Island General Law Title 24 Highways Chapter 24-6, Abandonment By Towns*, the Town Council of a community is authorized to abandon a roadway that no longer serves a public purpose. The law also requires notice of the abandonment be provided in a newspaper once a week for three (3) successive weeks prior to the meeting and, that those abutting the roadway to be abandoned receive personal notice.

Ownership of the roadway right of way areas that are abandoned revert to the abutting owners. In this case, Mr. McCarthy owns property on both sides of the right of way so the entire right of way would revert to him.

Recommended Motion: That the Smithfield Town Council hereby schedules a public hearing on April 18, 2023 to consider the abandonment of a portion of Pine Drive right of way as shown on the attached map and provide notice as required by R.I.G.L.

Attachments:
Abandonment Petition
Exhibit A – Deed Description
Abandonment Plan
Public Hearing Advertisement

STATE OF RHODE ISLAND
PROVIDENCE COUNTY

TOWN OF SMITHFIELD

Paul F. McCarthy
Petitioner

**A PETITION TO THE HONORABLE TOWN COUNCIL
TO ABANDON PORTION OF PINE DRIVE PAPER STREET**

To the Honorable Town Council of the Town of Smithfield, Rhode Island:

The Petitioner, PAUL F. MCCARTHY, a resident of Smithfield, Rhode Island, is the owner of property abutting relevant portions of the parcel of land situated in the Town of Smithfield, Rhode Island, in between Lots 31 and 32 on Assessor Map 38. The Petitioner respectfully petitions this Honorable Town Council to abandon the Pine Drive Paper Street which is more fully described on Exhibit A attached hereto.

As grounds for the petition, the undersigned represents the following:

Petitioner PAUL F. MCCARTHY owns Lots 31 and 32 on Assessor Map 38, which includes his residence at 16 Pine Drive. The Town of Smithfield Planning Department has recommended that the Pine Drive Paper Street to be abandoned. This paper street has never been utilized, developed, improved, or maintained by the Town, and is not necessary for any future use.

Wherefore, the undersigned hereby requests that the Pine Drive Paper Street described in Exhibit A be abandoned and that the land contained therein revert to the abutting lot owners.

Respectfully submitted,
Paul F. McCarthy

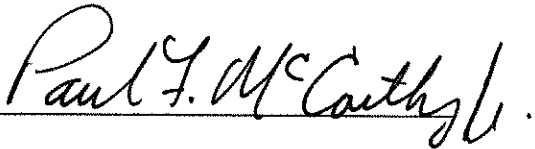


EXHIBIT A

That certain tract or parcel of land with all buildings and improvements thereon, situated on the northwesterly side of Pine Drive, in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the northwesterly line of Pine Drive, said point being the most southerly corner of land now or formerly Paul & Tracy McCarthy and the most southeasterly corner of the herein described parcel;

thence proceeding in a northwesterly direction a distance of one hundred fifty (150') feet, bounded northeasterly by said McCarthy land, to a point;

thence turning and proceeding a southwesterly direction a distance of twenty-five (25') feet, bounded northwesterly by an unnamed street, to a point;

thence turning and proceeding a southeasterly direction a distance of one hundred fifty and (150') feet, bounded southwesterly by land now or formerly of Paul F. McCarthy, Jr. to a point on the northwesterly line of Pine Drive;

thence turning and proceeding a northeasterly direction a distance of twenty-five (25') feet, along the northwesterly line of Pine Drive, to the point and place of beginning;

said parcel contains 3,750 s.f. of land, more or less.

Pine Drive
Abandonment Plan



Paul McCarthy

Abandonment Area

Paul McCarthy

MOWRY DRIVE

PINE DRIVE

LOG ROAD

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING
ABANDONMENT OF A PORTION OF PINE DRIVE**

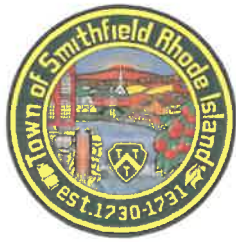
Notice is hereby given that a Public Hearing will be held in the Council Chamber, 2nd Floor, Town Hall, 64 Farnum Pike, Smithfield, on Tuesday, April 18, 2023 at 7:00 p.m. on a petition of Pine Drive, from of Paul F. McCarthy, portions of the parcel of land situated in the Town of Smithfield, in between Lots 31 and 32 on Assessor Map 38, which is sought to be abandoned because Pine Drive has ceased to be useful to the public.

For a description of the portion of Pine Drive sought to be abandoned reference is hereby made to said Petition on file with the Town Clerk of said Town Council.

Abutting land owners should appear at the above mentioned time and place, if they see fit, to be heard for or against such abandonment and, as to the damage if any, which they shall sustain thereby.

By order of the Smithfield Town Council:

ATTEST: Lyn Antonuccio, MPA, CMC, Town Clerk




TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: April 4, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director / Water Commissioner 

RE: Recommendation of Award to RFQ for SWSB Engineer of Record – Beta Group

BACKGROUND:

The Smithfield Water Supply Board advertised a Request for Qualifications for On-Call Engineering Services to cover the next reporting period for the Water Supply System Management Plan. Within this five year cycle, other documents such as the Emergency Response Plan, Risk and Resiliency Plan, Clean Water Infrastructure Replacement Plan and Cyber Security updates, along with various system improvements projects will be engineered and constructed.

On December 22, 2022, we received three responses to the request for qualifications. Those respondents were Pare Corporation, Beta Group, Inc. and Wright-Peirce.

A Selection Committee was assembled, consisting of the Town Engineer, the Town Planner and myself to review the qualification submittals. All three firms were invited in for interviews by the selection committee on February 7, 2023.

Supporting documentation is attached, including the original RFQ, Bid Tab, individual scoring sheets from the Selection Committee members, summary of scoring sheets and each proposal received.

Based on the review of the qualification submittals and interviews with the Selection Committee, the Selection Committee forwards for your consideration Beta Group Inc. as being the most qualified applicant.

Beta Group Inc. was requested to supply their Agreement for Profession Services, which is also attached for review. This Agreement was reviewed by the Town Solicitor and found to be acceptable.

FINANCIAL IMPACT:

Funding for these project will be through the Smithfield Water Supply Board operating and capital budgets.

RECOMMENDATION:

That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, awards the On-Call Professional Engineering Services through Fiscal Year 2028 to Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865.

MOVED: *That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, awards the On-Call Professional Engineering Services through Fiscal Year 2028 to Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865.*

SMITHFIELD WATER SUPPLY BOARD
PURCHASING AGENT
NOTICE TO BIDDERS

REQUESTS FOR QUALIFICATIONS

On-Call Professional Engineering Services
RFQ #22-01

Sealed qualifications are being requested to provide the Smithfield Water Supply Board (SWSB) with On-Call Professional Engineering and Consulting Services, in accordance with all terms and specifications contained herein. Submittals will be received in the Purchasing Office, Town Hall, 64 Farnum Pike, Smithfield, R.I. 02917, until:

Two (2:00) O'clock PM, Local Time
on May ____, 2022

If additional information is needed, please contact the Purchasing Agent listed in the package.

Qualifications must be submitted in sealed envelopes addressed to the Purchasing Agent, Town Hall, 64 Farnum Pike, Smithfield, R.I. 02917, and must be plainly marked in the lower left-hand corner, "SWSB On-Call Professional Engineering Services - RFQ# 22-01".

Tabulations listing firm names and locations will be posted on the BidNet Bidding website generally within twenty-four (24) hours of the closing date.

It is solely the vendor's responsibility to see that the bid is delivered within the time and at the prescribed place. Qualifications received before the time of opening will be securely kept, unopened. Qualifications may be withdrawn upon written request (on the bidder's letterhead and signed by the person signing the bid), which must be received before the time fixed for opening. Qualifications may be modified in the same manner. No qualifications or modification thereof received after the time set for opening will be considered, even if it is determined by the Purchasing Agent that such non-arrival before the time set for the opening was due solely to the delay in the mails for which the bidder is not responsible.

Any vendor taking exception to or questioning any of the provisions, procedures, conditions, or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and posted on the BidNet Bidding website. Should a vendor still not be satisfied, they may, in the submittal, set out and stipulate the exception, with enough explanation to be understood by the SWSB and within the stipulation. The SWSB may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes or Rhode Island Use Taxes are not to be included in the bid. The SWSB will execute exemption certificates, if furnished by the bidder when submitting his invoice.

The vendor will state the approximate delivery date in the bid or the time required to make delivery, after notification of award.

The right is reserved, as the interest of the SWSB may require, to reject any or all submittals, to waive any technical defect or informality in received submittals and to accept or reject any submittal or portion thereof.

The SWSB reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the SWSB.

Note: All vendors are responsible for ensuring that no addenda have been added to the original bid package.

SMITHFIELD WATER SUPPLY BOARD

By

Carlos Santos
Purchasing Agent

SMITHFIELD WATER SUPPLY BOARD

REQUEST FOR QUALIFICATIONS ON-CALL PROFESSIONAL ENGINEERING SERVICES RFQ#22-01

APRIL 2022

I. INTRODUCTION

The Smithfield Water Supply Board (SWSB) seeks qualified engineering and consulting firms to provide on-call professional engineering and consulting services for utility design, peer review, project management services, grant applications, developers plan review and other topics. The firm must be licensed and lawfully engaged in providing these services in the State of Rhode Island.

II. SCOPE OF WORK

The contract will encompass all project-related engineering and consulting services to the SWSB, including but not limited to the following:

- Funding applications preparation
- Project planning assistance
- Regulatory coordination and permitting assistance
- Field survey, site evaluations and environmental assessments
- Preparation and review of preliminary and final design plans and specifications
- Preparation and review of the bid packets
- Bid support, evaluations and award recommendations
- Construction administration services
- Coordinate field testing and construction inspection services
- Review of project planning and design document submittals to the SWSB by others
- Other special services, as required

III. RESPONSE TO RFQ

Four (4) copies of the written qualification statement shall be submitted to the Purchasing Agent, Town Hall, 64 Farnum Pike, Smithfield, RI 02917 by 2:00 p.m., _____, _____, 2022. Submittals should be marked: "SWSB On-Call Engineering Services - RFQ#22-01". Submittals shall be limited to no more than a total of forty (40) pages.

It is solely the Consultant's responsibility to ensure that the submission is delivered by the time and at the place described above. Submissions received before the time of opening

will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a submission not properly addressed and identified. Any submission received after the time and date specified, shall not be considered, even if the Purchasing Agent determines that such non-arrival before the time set for the opening was due solely to a delay in the mail for which the submitter is not responsible. Conditional or qualified submissions will not be accepted.

Qualification Statements shall contain the following, as a minimum:

- a) An authorized officer of the firm must sign a transmittal letter;
- b) Brief firm history;
- c) A description of the proposed project management decision-making process and overall management philosophy;
- d) The Consultants organizational chart showing the reporting and control structure for the proposed project team for the SWSB projects;
- e) A description of each team member's role and scope of work the Consultant assigns to the SWSB projects. Include a statement of the availability and commitment of each team member, including the proposed work location of each individual, during the different phases of the project(s);
- f) A description of the background, experience and qualifications of each team member that will be available to the SWSB. Include resumes for the project manager and each of the team members;
- g) A description of similar projects, to that of this request, where the proposed project team have worked together;
- h) A narrative description of the Consultant's quality assurance/ quality control program;
- i) Conflicts of Interest – List any potential private or public conflicts of interest that may interfere with the performance of the tasks as outlined.

Examples;

- i. If the applicant is working for a private developer who is building within the SWSB service area, requiring water design services, how will a potential conflict of interest be avoided/managed?
 - ii. If the applicant is working with multiple utilities, describe how the SWSB to be assured that their interests are being represented before regulatory agencies?
- j) A minimum of three (3) references for municipal work completed within the last five (5) years, especially for similar engineering/consulting services for water projects. The following information should be included for each project:

- Project name, description, location and contract value
- Team members involved
- Completion date
- Schedule and cost performance

- Services performed
 - Owner contact for references
- j) Any other information the Consultant deems pertinent.

IV. SELECTION PROCESS AND CRITERIA

The submittals from this Request for Qualifications will be reviewed and evaluated by a SWSB review team, based on the selection criteria identified in this section. First, the submittals will be reviewed to determine if it is responsive to the requirements of the RFQ. If the submittal is deemed responsive, it will be evaluated and ranked. In its sole discretion, the SWSB may waive any minor or immaterial failure to meet a requirement of this RFQ and may request clarifications or additional information if deemed necessary. Also, if necessary, as determined by the SWSB, individual presentations and discussions may be scheduled with the top three (3) firms ranked as fully qualified and meeting the objectives of this RFQ, based on the information provided within the written statements.

The ranking of the Consultants shall be in the order determined, to provide the qualifications and services deemed most meritorious for the SWSB. Negotiations for a contract for the project shall be conducted with the Consultant ranked first. If a contract satisfactory and advantageous to the SWSB cannot be negotiated at a fair and equitable price, as determined at the sole discretion of the SWSB, negotiations shall be formally terminated. Negotiations will then begin with the Consultant ranked second and so on, until a contract satisfactory and advantageous to the SWSB can be negotiated at a fair and equitable price, as determined at the sole discretion of the SWSB. The final negotiated Contract for the project shall be recommended to the Town Council, sitting as the Smithfield Water Supply Board, for an award of a contract. The SWSB is not required to explain how a proposal is rated or a statement of reasons why a particular proposal was not selected as most meritorious.

The following criteria shall be considered in the evaluation and ranking of the proposals:

- 1. Qualifications and Experience - 30 points**
 - Leadership structure and experience
 - Project team's experience and credentials of critical people assigned to the team
 - The availability of the individuals on the project team
 - Management staff and capabilities
 - Appropriate size of firm relative to proposed work assignments
- 2. Project Understanding and Approach- 30 points**
 - Presentation of the Consultant's proposed approach to providing services
 - Project controls

- Conflict of Interest Controls

3. Past performance- 30 points

- Successful municipal project diversity and experience.
- Demonstrated commitment to customer objectives
- Schedule and budget performance on similar projects

4. Value Added Performance – 10 points

- Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.

V. GENERAL CONDITIONS

- 1) The SWSB reserves the right to reject any and all submittals, waive any informality and request interviews of consultants prior to award and select and negotiate the consultant services in the best interest of the SWSB.
- 2) The Consultant shall guarantee to perform the services offered for a period of not less than 90 days from the deadline for submission of proposals.
- 3) The SWSB reserves the right to accept all or part of any submittal and to negotiate a contract or services and cost with the selected Consultant.
- 4) The Consultant shall provide all necessary personnel, materials, and equipment to perform and complete all work under this proposal.
- 5) All original documents and drawings shall become the property of the SWSB, after completion of the Consultant's work.
- 6) The Smithfield Water Supply Board intends to recommend the award of a contract to the Town Council, sitting as the Water Supply Board, for the requested services, within three (3) months of receipt of the proposals. The Consultant shall be prepared to commence work immediately upon execution of a contract with the SWSB.
- 7) Awards will not be made to any person, firm or company in default of a contract with the Town of Smithfield, the State of Rhode Island or the Federal Government.

- 8) The Consultant hereby agrees that it will assign to the SWSB all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, a combination of contracts in restraint of trade, that affect the price of goods or services, obtained by the SWSB under this Contract, if so requested by the Smithfield Water Supply Board or the Town of Smithfield.
- 9) Unless otherwise stated, monthly invoices are to be submitted in duplicate upon delivery of service to the Smithfield Water Supply Board. The invoice must include an itemization of all services provided in accordance with the Contract Fee Schedule.
- 10) Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the SWSB and receipt of invoice, whichever is later.
- 11) The SWSB is exempt from all sales and Federal excise taxes. Our exemption number will be provided to the successful applicant.
- 12) The Smithfield Water Supply Board's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The SWSB may terminate the Contract for non-appropriation of funds and all payment obligations of the SWSB cease on the date of termination.
- 13) None of the services covered by the Contract shall be assigned in full or in part or subcontracted, without the prior written approval of the SWSB.
- 14) This Contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the SWSB reserves the right to obtain these services from any other vendor.
- 15) Unless otherwise specified, all costs listed are firm for the term of the Contract with an annual adjustment as may be negotiated during initial contract talks.
- 16) Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm, pandemic, or other act of God.
- 17) Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties, as stated in the Contract.
- 18) If any of the GENERAL TERMS AND CONDITIONS are held to be invalid or unenforceable, it will be construed to have the broadest interpretation, which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

- 19) Each and every provision and clause, required by law, to be inserted in any subsequent Contract, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
- 20) Proposal shall also mean quotation, bid, offer, qualification/experience statement and services. Proposers shall also mean vendors, offerors, bidders or any person or firm responding to a Request for Qualifications.
- 21) All contracts entered into by the Smithfield Water Supply Board shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Providence County.
- 22) The Consultant selected for this project shall procure and maintain the following types of insurance:

A. Workers' Compensation Insurance

The Consultant shall maintain in full force and at all times Workers' Compensation for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability insurance in the amount of \$500,000 each policy, \$500,000 each accident and disease. Consultant shall supply evidence of the same to the Town of Smithfield. In the event the Consultant is exempt from workers' compensation as a sole proprietorship, the Consultant will present proof of said exemption in the form and manner approved by the Rhode Island Department of Labor.

B. Contractor's Commercial General Liability Insurance

The Consultant shall carry Commercial General Liability Insurance (CGL) with broad form of Contractual General Liability Endorsement attached, providing for a per occurrence limit of liability of not less than Five Million Dollars (\$5,000,000) for all damages arising out of bodily injury or property damage. If Consultant's CGL policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Consultant will provide evidence of its General Liability policy to the Town of Smithfield and name the Town of Smithfield as an Additional Insured to the policy.

C. Comprehensive Automobile Liability and Property Damage Insurance

The Consultant shall carry and maintain in full force at all times during the engagement Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence for all damages arising out of bodily injury and/or property damage. If Consultant's automobile liability policy is subject to an Annual

Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Consultant will provide evidence of its auto liability policy to the Town of Smithfield and name the Town of Smithfield as an Additional Insured to the policy.

D. Professional Liability Insurance

The Consultant shall carry and maintain an insurance policy written in the name of the Owner, its employees, servants and agents, and extended to include the interests of the Engineer, its employees, and agents; to protect the Owner and the Engineer from any liability which might be incurred against them as a result of any operations of the Contractor or his/her subcontractors, or their employees. Such insurance shall provide for a limit of not less than Five Million Dollars (\$5,000,000) for all damages arising out of bodily injury and/or property damage. If Consultant's Professional Liability policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The contract will provide evidence of its Professional Liability policy to the Town of Smithfield.

E. Hold Harmless and Indemnification

Consultant herein releases and discharges the Town of Smithfield, its employees, agents, servants and insurers from all liability for any injury, damage, demand, action, cost, claim or expense to its employees, agents, servants and insurers.

Consultant further agrees to defend and indemnify and hold harmless the Town of Smithfield and its employees, agents, servants, and insurers from all liabilities, claims, actions, debts, demands, damages, losses, costs and expenses, including reasonable attorneys' fees, asserted by an employee, patron or third-party arising out of or connected to the Consultant's engineering and consulting services.

TECHNICAL POINTS OF CONTACT

Any questions regarding this RFQ shall be directed to Carlos Santos, Purchasing Agent, Town of Smithfield, RI by email at Carlos Santos csantos@smithfieldri.com

On-Call Professional Engineering Services

RFQ #22-01

List the Officers of your Corporation or Principals of your LLC

Complete Company Name: _____

Name Title/Officer/Position

Name Title/Officer/Position

Name Title/Officer/Position

Name Title/Officer/Position

Name Title/Officer/Position

Name Title/Officer/Position

Name Title/Officer/Position

Name Title/Officer/Position

Name Title/Officer/Position



TOWN OF SMITHFIELD

BID TABULATION

DATE: December 22, 2022

PROJECT #: 22-1121

PROJECT TITLE: Smithfield Water Supply Board-On-call Engineering & Consulting Services

Request for Qualifications

PREPARED BY: CARLOS SANTOS
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.		
Wright - Pierce The Westminster Square Bldg 10 Dorance St., Suite 840 Providence, RI 02903	Michael R. Hornig, PE Direct: 401-808-8314 Office: 401-383-2276 Cell: 401-479-9041		
Fare Corporation 8 Blackstone Valley Place Lincoln, RI 02865	Timothy P. Thies, PE 401-334-4100		
BETA Group Inc. 701 George Washington Hwy Lincoln, RI 02865	Paul Smith, PE 401-333-2382		

REFERRED TO THE EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL.

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee

Summary

	Pare Corp			Beta Group			Wright-Pierce		
	Kevin Cleary	Mike Phillips	Gene Allen	Kevin Cleary	Mike Phillips	Gene Allen	Kevin Cleary	Mike Phillips	Gene Allen
1. Qualifications and Experience - 30 points	22	28	27	28	28	30	25	25	24
2. Project Understanding and Approach- 30 points	22	22	20	28	28	28	30	25	28
3. Past performance- 30 points	26	26	28	27	27	30	27	27	30
4. Value Added Performance – 10 points	6	7	6	9	9	8	8	8	6
Total Score	76	83	81	92	92	96	90	85	88

Summary	
Beta	280
Wright-Pierce	263
Pare	240

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee		
Submittal by: Beta	Kevin Cleary, PE; Town Engineer	
Is the submittal responsive to the requirements of the RFQ.	Yes / No	Yes
The following criteria shall be considered in the evaluation and ranking of the proposals:		
1. Qualifications and Experience - 30 points	Score	Notes
<ul style="list-style-type: none"> • Leadership structure and experience • Project team's experience and credentials of critical people assigned to the team • The availability of the individuals on the project team • Management staff and capabilities • Appropriate size of firm relative to proposed work assignments 		Very proven experience with project team. Illustrated, quite well a number of very complex projects they have been working on for other nearby water entities in RI. Project team is well presented and appears to carry the capacity to deliver management and leadership to drive Smithfield Water System's capital needs well into the future.
2. Project Understanding and Approach- 30 points	score	28
<ul style="list-style-type: none"> • Presentation of the Consultant's proposed approach to providing services • Project controls • Conflict of Interest Controls 		Excellent approach, best of the lot actually. Integration of GIS based controls budget models and capital plan assistance to be a project driver to really push the water department to realizing well run capital projects/expansion. Very minimal present. Beta has a 75% - 25% business model whereby the services they render are for government to private business.
3. Past performance- 30 points	score	28
<ul style="list-style-type: none"> • Successful municipal project diversity and experience. • Demonstrated commitment to customer objectives • Schedule and budget performance on similar projects 		Team rolled out some very unique project experiences, in very difficult physical environments and demonstrated proven leadership in providing project direction, management, funding assistance and drive to push municipal water programs to staying ahead of trends, regulations and capital needs.
4. Value Added Performance – 10 points	score	27
<ul style="list-style-type: none"> • Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal. 		Presented 3 very unique, but similar project experiences that are more complex than Smithfield's needs and showed very well how their project team led the community officials along decision paths with expert knowledge, project management, capital assistance and budget programming. Beta seemed to understand Smithfield's long range capital needs best and presented a well explained path on how the local staff needs to get there.
	score	9
	Total Score	92

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee		
Submittal by: Wright-Pierce	Kevin Cleary, PE, Town Engineer	Yes / No
Is the submittal responsive to the requirements of the RFQ.		Yes
The following criteria shall be considered in the evaluation and ranking of the proposals:		
	Score	Notes
1. Qualifications and Experience - 30 points		
• Leadership structure and experience		Excellent proposal, quality experienced professionals well versed in the water industry, standards & regulations. Although very qualified individuals, seems project team may need to be led, rather than being proactive about driving Town's needs as consultant.
• Project team's experience and credentials of critical people assigned to the team		
• The availability of the individuals on the project team		
• Management staff and capabilities		
• Appropriate size of firm relative to proposed work assignments	25	
2. Project Understanding and Approach- 30 points		
• Presentation of the Consultant's proposed approach to providing services		Appear to have a very detailed approach to providing Smithfield the requested services. Zero conflicts as their firm is entirely government service based.
• Project controls		
• Conflict of Interest Controls		
3. Past performance- 30 points	30	
• Successful municipal project diversity and experience.		Town of Smithfield has had past experiences with WP, very competent firm that delivers consistent projects on time and on budget. Costs of services has been fair and efficient.
• Demonstrated commitment to customer objectives		
• Schedule and budget performance on similar projects		
4. Value Added Performance - 10 points	27	
• Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services; materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		Project funding assistance team on board with consultant adds value in obtaining infrastructure back funding, loans, grants and overall budgetary planning for the utility as a value added measure. Interview with project team went very well. Qualified, diverse group of experienced professional. Exemplary experience with PFAS chemicals which is a trending treatment process upcoming in water industry.
	score	8
	Total Score	90

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee			
Submittal by: Pare	Kevin Cleary, PE; Town Engineer	Yes / No	Yes
Is the submittal responsive to the requirements of the RFQ?			
The following criteria shall be considered in the evaluation and ranking of the proposals:			
		Score	Notes
1. Qualifications and Experience - 30 points			
• Leadership structure and experience			Proven leadership and project experience with the Town of Smithfield, as Pare is the incumbent consulting engineer. Team has extensive knowledge of the Smithfield system, complete with hydraulic modeling at the helm
• Project team's experience and credentials of critical people assigned to the team			Staff seems a little stretched presently, however and team may be a little small to drive Smithfield's capital needs and provide budget assistance.
• The availability of the individuals on the project team			
• Management staff and capabilities			
• Appropriate size of firm relative to proposed work assignments	score	22	
2. Project Understanding and Approach- 30 points			
• Presentation of the Consultant's proposed approach to providing services			Clearly understand the needs of Smithfield and the objective of the very needed improvements that the system must undertake in the next decade to continue with delivering quality service. There is conflict with this firm however as they approximate 50% - 50% split of government to private business work portfolio, provide services for Prov Water and other local water distributors where our dedicated delivery of services have at times been impacted. Consultant has an which creates additional appearance of conflict present.
• Project controls			
• Conflict of Interest Controls	score	22	
3. Past performance- 30 points			
• Successful municipal project diversity and experience.			Very diverse team, tons of experience with municipal water leadership, not overly clear, as mentioned above in conflict, they are fully committed to our municipal objectives.
• Demonstrated commitment to customer objectives			
• Schedule and budget performance on similar projects	score	26	
4. Value Added Performance – 10 points			
• Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.			Other than the present model Pare uses for the Smithfield system, they did not present any other value added measure that significantly modifies the portfolio to improve the system, deliver the much needed drive to deliver projects and push the pace the water system really deserves. Project leader did most of the explaining and staff commitment did not give the sense that additional leadership will be given to Smithfield. Pare basically has the project now, has the project to lose, but did not present much to add anything new to expanding our system with the capital needs, funding formulas and budget assistance needed to improve the system efficiently.
	score	6	
	Total Score	76	

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee		
Submittal by: Beta	Michael Phillips, Town Planner	
Is the submittal responsive to the requirements of the RFQ.	Yes / No	Yes
The following criteria shall be considered in the evaluation and ranking of the proposals:		
1. Qualifications and Experience - 30 points	Score	Notes
<ul style="list-style-type: none"> Leadership structure and experience Project team's experience and credentials of critical people assigned to the team The availability of the individuals on the project team Management staff and capabilities Appropriate size of firm relative to proposed work assignments 	28	Very proven experience with project team. Impressive portfolio of very complex projects they have been working on for other nearby water entities in RI. Project team was well prepared and had well thought out presentation. They have the resources to man the project and stressed that we would benefit from their robust work force capabilities
2. Project Understanding and Approach- 30 points	score	
<ul style="list-style-type: none"> Presentation of the Consultant's proposed approach to providing services Project controls Conflict of Interest Controls 	28	Excellent approach, provided insights into the system that we had not anticipated. Good response to conflict issue. Beta has a 75% - 25% business model whereby the services they render are for government to private business.
3. Past performance- 30 points	score	
<ul style="list-style-type: none"> Successful municipal project diversity and experience. Demonstrated commitment to customer objectives Schedule and budget performance on similar projects 	27	Examples of past projects were impressive and showed that they can handle the projects that we may be facing. Showed good project examples that came in on budget.
4. Value Added Performance – 10 points	score	
<ul style="list-style-type: none"> Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal. 	9	Presented 3 very unique, but similar project experiences that are more complex than Smithfield's needs and showed very well how their project team led the community officials along decision paths with expert knowledge, project management, capital assistance and budget programming. Beta seemed to understand Smithfield's long range capital needs best and presented a well explained path on how the local staff needs to get there.
Total Score		92

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee		
Submittal by: Wright-Pierce	Michael Phillips, Town Planner	
Is the submittal responsive to the requirements of the RFQ.	Yes / No	Yes
The following criteria shall be considered in the evaluation and ranking of the proposals:		
1. Qualifications and Experience - 30 points	Score	Notes
<ul style="list-style-type: none"> • Leadership structure and experience • Project team's experience and credentials of critical people assigned to the team • The availability of the individuals on the project team • Management staff and capabilities • Appropriate size of firm relative to proposed work assignments 		Excellent proposal, quality experienced professionals well versed in the water industry, standards & regulations. Although very qualified individuals, seems project team may need to be led, rather than being proactive about driving Town's needs as consultant.
2. Project Understanding and Approach- 30 points	score	25
<ul style="list-style-type: none"> • Presentation of the Consultant's proposed approach to providing services • Project controls • Conflict of Interest Controls 		Was not wowed by their presentation of projects or with project lead's delivery. Appear to have a very detailed approach to providing Smithfield the requested services. Zero conflicts as their firm is entirely government service based.
3. Past performance- 30 points	score	25
<ul style="list-style-type: none"> • Successful municipal project diversity and experience. • Demonstrated commitment to customer objectives • Schedule and budget performance on similar projects 		Town of Smithfield has had past experiences with WP, very competent firm that delivers consistent projects on time and on budget. Costs of services has been fair and efficient.
4. Value Added Performance -- 10 points	score	27
<ul style="list-style-type: none"> • Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal. 		Project funding assistance team on board with consultant adds value in obtaining infrastructure back funding, loans, grants and overall budgetary planning for the utility as a value added measure. Qualified, diverse group of experienced professional. Exemplary experience with PFAS chemicals which is a trending treatment process upcoming in water industry.
	score	8
	Total Score	85

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee			
Submittal by: Pare	Michael Phillips, Town Planner	Yes / No	Yes
Is the submittal responsive to the requirements of the RFQ?			
The following criteria shall be considered in the evaluation and ranking of the proposals:			
1. Qualifications and Experience - 30 points		Score	Notes
<ul style="list-style-type: none"> Leadership structure and experience Project team's experience and credentials of critical people assigned to the team The availability of the individuals on the project team Management staff and capabilities Appropriate size of firm relative to proposed work assignments 			Proven leadership and project experience with the Town of Smithfield, as Pare is the incumbent consulting engineer. Team has extensive knowledge of the Smithfield system, complete with hydraulic modelling at the helm. Staff seems a little stretched presently, however and team may be a little small to drive Smithfield's capital needs and provide budget assistance. Top staff does show up when asked.
2. Project Understanding and Approach- 30 points		score	28
<ul style="list-style-type: none"> Presentation of the Consultant's proposed approach to providing services Project controls Conflict of Interest Controls 			Clearly understand the needs of Smithfield and the objective of the very needed improvements that the system must undertake in the next decade to continue with delivering quality service. There issues with conflicts with this firm however as they have a equal split between split of government to private business clients. The provide services for Prov Water and other local water distributors and have in certain instances found that our service is not a priority. This conflict issues with entities that they represent may prove to be problematic for projects that the Town will be undertaking in the future.
3. Past performance- 30 points		score	22
<ul style="list-style-type: none"> Successful municipal project diversity and experience. Demonstrated commitment to customer objectives Schedule and budget performance on similar projects 			Very diverse team, tons of experience with municipal water leadership. Potential conflicts may impact future projects that require interagency cooperation.
4. Value Added Performance -- 10 points		score	26
<ul style="list-style-type: none"> Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal. 			Other than the present model Pare uses for the Smithfield system, they did not present any other value added beyond what is being offered and brought no new insights into improving the system.
		score	7
		Total Score	83

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee		
Submittal by: Wright-Pierce	Gene Allen, Water Commissioner/DPW Director	
Is the submittal responsive to the requirements of the RFQ.	Yes / No	Yes
The following criteria shall be considered in the evaluation and ranking of the proposals:		
	Score	Notes
1. Qualifications and Experience - 30 points		
· Leadership structure and experience		Structure of leadership seems good. Presentation was good, however, it was an overview of what the system is, with little offerings as to potential issues, improvements or future direction.
· Project team's experience and credentials of critical people assigned to the team		
· The availability of the individuals on the project team		
· Management staff and capabilities		
· Appropriate size of firm relative to proposed work assignments	24	
2. Project Understanding and Approach- 30 points		
· Presentation of the Consultant's proposed approach to providing services		Good experience with utilities, particularly WWT. Seems to control project and budgets well. No conflicts as they are solely government service.
· Project controls		
· Conflict of Interest Controls		
3. Past performance- 30 points		
· Successful municipal project diversity and experience.		Have worked on similar projects with good results.
· Demonstrated commitment to customer objectives		
· Schedule and budget performance on similar projects	28	
4. Value Added Performance - 10 points		
· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		Firm has a dedicated position to assist clients with obtaining funding and grants for capital projects. Noted however RI does not have a lot of options.
	score	6
	Total Score	88

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee		
Submittal by: Beta Group	Gene Allen, Water Commissioner/DPW Director	
Is the submittal responsive to the requirements of the RFQ.	Yes / No	Yes
The following criteria shall be considered in the evaluation and ranking of the proposals:		
1. Qualifications and Experience - 30 points	Score	Notes
<ul style="list-style-type: none"> Leadership structure and experience Project team's experience and credentials of critical people assigned to the team The availability of the individuals on the project team Management staff and capabilities Appropriate size of firm relative to proposed work assignments 	30	Leadership showed vast knowledge of complex projects firm has worked on. Project manager has tremendous enthusiasm and offered areas to consider for improvements to the system. Good experience and interaction with State agencies.
2. Project Understanding and Approach- 30 points	score	
<ul style="list-style-type: none"> Presentation of the Consultant's proposed approach to providing services Project controls Conflict of Interest Controls 		No conflicts of interest stated. Firms primary customer is government with select private work.
3. Past performance- 30 points	score	
<ul style="list-style-type: none"> Successful municipal project diversity and experience. Demonstrated commitment to customer objectives Schedule and budget performance on similar projects 	28	Showed confidence in project and budget controls. Communication with client and public outreach was strong point emphasized repeatedly.
4. Value Added Performance – 10 points	score	
<ul style="list-style-type: none"> Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal. 	8	Knowledge of the system and experience in complex projects. Bringing those ideas to the local level, scalable, experience with State agencies on new technology and ideas. GIS and technology integration inline with towns overall direction.
	score	
	Total Score	96

On-Call Professional Engineering and Consulting Services - RFQ Evaluation Committee

Submittal by: Pare Corporation Is the submittal responsive to the requirements of the RFQ.		Gene Allen, Water Commissioner/DPW Director Yes
The following criteria shall be considered in the evaluation and ranking of the proposals:		
1. Qualifications and Experience - 30 points <ul style="list-style-type: none"> • Leadership structure and experience • Project team's experience and credentials of critical people assigned to the team • The availability of the individuals on the project team • Management staff and capabilities • Appropriate size of firm relative to proposed work assignments 	Score	Notes
	score	Top leadership has vast knowledge of the water system and surrounding systems. Focused on previous areas of work on system with little offering on future new concepts. Presentation was an overview of the existing system with no input on future considerations.
2. Project Understanding and Approach- 30 points <ul style="list-style-type: none"> • Presentation of the Consultant's proposed approach to providing services • Project controls • Conflict of Interest Controls 	Score	Notes
	score	Pare has both government and private clients 50/50. Pare also has many other water systems, some bigger than us, that has limited their ability to consult for us.
3. Past performance- 30 points <ul style="list-style-type: none"> • Successful municipal project diversity and experience. • Demonstrated commitment to customer objectives • Schedule and budget performance on similar projects 	Score	Notes
	score	Pare brings a lot of historical knowledge to the system. At times project management has to be followed up with to keep current.
4. Value Added Performance - 10 points <ul style="list-style-type: none"> • Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal. 	Score	Notes
	score	Pare has the most experience with the history of the water system but offered little for new ideas on the future of the system.
Total Score		81

AGREEMENT FOR PROFESSIONAL SERVICES

Between

**TOWN OF SMITHFIELD
Smithfield Water Supply Board
3 Spragueville Road
Smithfield, RI 02917**

And

**BETA GROUP, INC.
701 George Washington Highway
Lincoln, RI 02865**

For

**On-Call Professional Engineering Services
Smithfield Water Supply Board**

THIS *AGREEMENT* made this ___ *Day of* ___ 2023 between the **Town of Smithfield through its Water Supply Board**, hereinafter called the "CLIENT", and **BETA Group, Inc.**, hereinafter called the "ENGINEER".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 – ENGAGEMENT OF ENGINEER

- 1.1 CLIENT hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to provide engineering design and related professional services in connection with On-Call Professional Engineering Services, herein referred to as the Project, as generally described in Attachment A.

ARTICLE 2 – SERVICES OF THE ENGINEER

- 2.1 The ENGINEER will perform professional consulting engineering on various ASSIGNMENTS. ASSIGNMENTS will be scoped and the fee negotiated with the CLIENT. Upon mutual agreement by both parties, CLIENT will issue an ASSIGNMENT AUTHORIZATION to the ENGINEER to commence work on the ASSIGNMENT. A Sample Authorization form is provided in ATTACHMENT B for this ASSIGNMENT AUTHORIZATION. ENGINEER will prepare and submit this form to the CLIENT for execution.
- 2.2 The ENGINEER will serve as the CLIENT's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will consult with and advise the CLIENT during the performance of services provided under this Agreement.
- 2.3 The ENGINEER shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care).

- 2.4 Estimates of probable construction costs, if any, by the ENGINEER represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ENGINEER nor the CLIENT has any control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from estimates.

ARTICLE 3 – RESPONSIBILITIES OF CLIENT

The CLIENT, at no cost to the ENGINEER, will:

- 3.1 Provide ENGINEER with all available information pertinent to the PROJECT at the onset of the PROJECT.
- 3.2 If required, provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for ENGINEER to provide the services under this Agreement.
- 3.3 Designate a person to act as CLIENT'S representative with respect to the services to be provided under this Agreement, such person to have complete authority to transmit instructions, receive, information, interpret and define the CLIENT'S decisions with respect to the subject professional services.
- 3.4 Furnish all legal services required in connection with the subject release, including resolution of liability and site access issues with the adjacent property owner(s) and all negotiations in connection therewith.
- 3.5 Administer and pay all application and other fees related to regulatory reviews and permitting approvals with any Federal, State and local agencies having jurisdiction for the project.

ARTICLE 4 – COMPENSATION & PAYMENT

- 4.1 For the services performed under this Agreement, and as outlined in Attachment A, the CLIENT will pay the ENGINEER on a time-charge plus expense basis, monthly as charges accrue. If additional work beyond the budget is required, the CLIENT shall be contacted for approval prior to proceeding.
- 4.2 The ENGINEER will perform professional consulting engineering on various ASSIGNMENTS. ASSIGNMENTS will be scoped and the fee negotiated with the CLIENT. Upon mutual agreement by both parties, CLIENT will issue an ASSIGNMENT AUTHORIZATION to the ENGINEER to commence work on the ASSIGNMENT. A Sample Authorization form is provided in ATTACHMENT B for this ASSIGNMENT AUTHORIZATION. ENGINEER will prepare and submit this form to the CLIENT for execution.
- 4.2.1 For time-charge assignments, compensation for labor charges will be based on salary cost times a multiplier of **2.10**. Salary cost is defined as salary and wages paid to personnel for time chargeable to the project plus a percentage covering: allowances for sick leave, vacation and holiday pay; taxes and insurance premiums based upon billable time; and medical benefits.
- 4.3 Compensation for direct expenses will be non-salary expenses times a multiplier of **1.1**. Non salary expenses include such typical expenses as the cost of: mileage, express mail, printing and

reproduction, identifiable supplies, outside specialized sub-consultants (i.e. electrical, instrumentation, geotechnical, etc.) charges, subcontracts for services such as surveys, subsurface investigations, television inspection of sewers, and testing by commercial laboratories, application fees and/or other charges by reviewing authorities.

- 4.4 The total labor charges and reimbursable expenses for the Scope of Services shall be described in Attachment A shall not exceed **negotiated amount** without prior written approval from the CLIENT.
- 4.5 Payment to ENGINEER shall be made within 30 days after receipt of an acceptable invoice; any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month. If the CLIENT objects to any invoice submitted by the ENGINEER, the CLIENT shall so advise the ENGINEER in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by the CLIENT.
- 4.6 Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to ENGINEER within 45 days of the date of invoice, ENGINEER may, without waiving any other claim or right against the CLIENT, suspend services under this AGREEMENT until the ENGINEER has been paid in full all amounts due ENGINEER and/or any of its sub-consultants and sub-contractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

ARTICLE 5 – SERVICES NOT INCLUDED

- 5.1 The following services or costs are not included under this AGREEMENT.
- Payment for police details, if required
- 5.2 For additional services, compensation shall be negotiated with CLIENT in accordance the terms described under Article 4.

ARTICLE 6 – TIME OF COMPLETION

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. ENGINEER will perform services under this AGREEMENT in a timely manner consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen site/weather conditions or project delays beyond the control of ENGINEER may result in an adjustment to the indicated schedule. Should such conditions arise, ENGINEER will notify CLIENT as soon as reasonably possible.
- 6.3 Services called for in this AGREEMENT are anticipated to be discussed with the CLIENT on a per assignment basis.
- 6.4 This AGREEMENT will terminate on **INSERT DATE** unless mutually extended by the CLIENT and ENGINEER.

ARTICLE 7 – INDEMNIFICATION AND INSURANCE

- 7.1 CLIENT and ENGINEER shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the PROJECT, and/or under this AGREEMENT.
- 7.2 Nothing herein contained shall be construed to obligate the ENGINEER to prepare for or appear in litigation on behalf of the CLIENT, except in consideration of additional compensation to be mutually agreed upon.
- 7.3 The ENGINEER shall carry insurance in the following types and limits:
- | | |
|------------------------|------------------|
| Workman's Compensation | Statutory Limits |
| Employer's Liability | \$1,000,000 |
- Comprehensive General Liability:
- Comprehensive general liability insurances coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, property damage, personal injury and products liability.
- Comprehensive Automobile Liability Insurance:
- | | |
|------------------------|--|
| Combined Single Limit | \$1,000,000 |
| Professional Liability | \$1,000,000 per claim and in the aggregate |
- 7.4 Certificates of Insurance will be furnished upon request. If CLIENT requires additional insurance coverage, and it is available, the CLIENT agrees to reimburse the ENGINEER for such additional expense.

ARTICLE 8 – TERMINATION OF AGREEMENT

- 8.1 Termination for Cause: If, through any cause, ENGINEER fails to fulfill in a timely manner the obligations under this Agreement, or if ENGINEER violates any of the provisions of this Agreement, CLIENT shall thereupon have the right to terminate this Agreement by written notice to ENGINEER of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against the ENGINEER. If the AGREEMENT is terminated by the CLIENT as provided herein, ENGINEER will be paid for services performed as of date of notice is received, less payment for compensation previously made.
- 8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, ENGINEER will be paid

for services performed as of date of notice is received, less payment for compensation previously made.

- 8.3 Documents: In either of the foregoing events, finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other final materials prepared by the ENGINEER under this AGREEMENT shall be surrendered to the CLIENT and ENGINEER will be entitled to receive payment for services performed as of date of notice is received, less payment for compensation previously made.

ARTICLE 9 – OWNERSHIP OF DOCUMENTS

- 9.1 One (1) copy of all final project documents (deliverables) shall be furnished by ENGINEER to CLIENT. All final documents prepared by the ENGINEER for the PROJECT shall become the property of the CLIENT upon completion of the project and receipt of final payment by ENGINEER. Any re-use of such documents without ENGINEER’S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to ENGINEER or ENGINEER’S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for the purposes in connection with the PROJECT is not to be construed as an act in derogation of the ENGINEER’S rights under this Agreement.
- 9.2 If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including contract drawings and specifications (“Electronic Documents”) are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration.

Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.

- 9.3 To the extent permitted by law, ENGINEER retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer-generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized ENGINEER representative. Subject to Article 9.1, ENGINEER licenses to CLIENT the use of all written work products, including plans, specifications, calculations, and computer-generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.

ARTICLE 10 – AUTHORIZATION TO BEGIN WORK

- 10.1 Execution of this Agreement shall be considered Notice to Proceed.

ARTICLE 11 – CLIENT FURNISHED INFORMATION

- 11.1 CLIENT shall provide ENGINEER with all available project related technical data including historical environmental reports, and all other relevant data. ENGINEER will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services.
- 11.2 CLIENT shall arrange for site access for ENGINEER.

ARTICLE 12 – ASSIGNABILITY

- 12.1 Neither party to this Agreement shall assign any interest in this Agreement, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

ARTICLE 13 – LIMITATION OF LIABILITY

- 13.1 CLIENT hereby agrees that to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to ENGINEER'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract shall not exceed the limits specified in Article 7.3.

ARTICLE 14 – MISCELLANEOUS

- 14.1 Questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
- 14.2 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the CLIENT or ENGINEER, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however the same may be caused.
- 14.3. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or ENGINEER. ENGINEER'S services under this Agreement are being performed solely for the benefit of the CLIENT and no person or other entity shall have any claim against ENGINEER because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the CLIENT and any employee, representative or consultant of the ENGINEER. The CLIENT agrees that in the event of a dispute regarding this Agreement or the services rendered by ENGINEER hereunder, the CLIENT shall only seek recourse against ENGINEER and waives any right to pursue a claim against ENGINEER'S individual directors, officers or employees.

ARTICLE 15 – JURISDICTION

- 15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first written above.

SMITHFIELD WATER SUPPLY BOARD

BETA GROUP, INC.

By: _____

Board of Selectmen

Date: _____

By: _____

Robert Drake, PE

Title: Senior Vice President

Date: March 2023

**ATACHMENT A
AGREEMENT BETWEEN
SMITHFIELD WATER SUPPLY BOARD and
BETA GROUP, INC.**

ENGINEER's SERVICES

ENGINEER's services described in Section 2.0 of this Agreement are amended and supplements including but not limited to the following:

SCOPE OF SERVICES:

The services of this On-Call Professional Services Agreement will be defined in the Letters of Understanding for each Task Order. The nature of the general services that ENGINEER will provide under this AGREEMENT includes, but not be limited to the following services:

- Funding applications preparation
- Project planning assistance
- Regulatory coordination and permitting assistance
- Field Survey, site evaluations and environmental assessments
- Preparation and review of preliminary and final design plans and specifications
- Preparation and review of the bid packets
- Bid support, evaluations and award recommendations
- Construction administration services
- Coordinate field testing and construction inspection services
- Review of project planning and design documents submittals to the SWSB by others
- Other special services, as required

A designated Project Manager shall be identified in the Letter of Understanding for each Task Order submitted under this AGREEMENT.

SAMPLE

ATTACHMENT B AGREEMENT BETWEEN SMITHFIELD WATER SUPPLY BOARD and BETA GROUP, INC.

AUTHORIZATION FORM ON-CALL ENGINEERING SERVICES

This work shall be performed under the AGREEMENT made by and between the Town of Smithfield RI through its Water Supply Board, (CLIENT) and BETA Group, Inc., (ENGINEER) for **On-Call Engineering Professional Services**. This ASSIGNMENT AUTHORIZATION made this ___ day of _____, 2023.

WHEREAS, CLIENT and ENGINEER have mutually agreed to proceed with the services of this ASSIGNMENT in accordance with ARTICLES 2 and 4 of the AGREEMENT;

NOW THEREFORE, ENGINEER is authorized to commence with the services of this Assignment.

ASSIGNMENT DESCRIPTION

This ASSIGNMENT will consist of Description of the Project or Assignment.

ARTICLE 2 - SERVICES OF ENGINEER

SCOPE OF SERVICES

ENGINEER'S Services will consist of Describe Services.

SCHEDULE

The estimated time for completion of the ASSIGNMENT is 000 calendar days.

ARTICLE 4 - COMPENSATION & PAYMENT

The total labor charges and reimbursable expenses for the Scope of Services, described herein, shall not exceed \$ _____ without prior written approval from the CLIENT.

All terms and conditions of the AGREEMENT remain in full force except as specifically modified by this ASSIGNMENT AUTHORIZATION.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION, the day and year first written above.

SMITHFIELD WATER SUPPLY BOARD

BETA GROUP, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT C
AGREEMENT BETWEEN
SMITHFIELD WATER SUPPLY BOARD and
BETA GROUP, INC.**

2023 HOURLY RATE SCHEDULE

The following Table is provided for information only and provides the range of loaded hourly salary rates by labor classification. Compensation for labor charges will be based on the actual employee salary cost rates times a multiplier specified under Article 4 above.

2023 LOADED HOURLY RATE SCHEDULE		
Principal in Charge	\$ 290.00	- \$ 340.00
Senior Associate	\$ 210.00	- \$ 270.00
Senior Project Manager	\$ 190.00	- \$ 240.00
Project Manager	\$ 170.00	- \$ 205.00
Senior Designer/CADD	\$ 125.00	- \$ 150.00
Project Engineer	\$ 120.00	- \$ 150.00
Engineer	\$ 105.00	- \$ 130.00
Staff Engineer	\$ 95.00	- \$ 120.00
Engineering Designer	\$ 90.00	- \$ 110.00
Technician	\$ 70.00	- \$ 130.00

Rates effective January 1, 2023 through December 31, 2023.



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of one (1) Pool Table License for the April 4th Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

The cost to renew a Pool Table License is \$20.00 for the first table and \$10.00 for each additional table.

APPROVAL STATUS:

All paperwork is complete for approval of renewal by the Town Council.

RECOMMENDED MOTION:

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

1. Bryant University Fisher Student Center, 1150 Douglas Pike (one pool table)



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Mobile Food Truck License Renewal for the April 4th Town Council Meeting

BACKGROUND:

The business listed below has filed their application for renewal.

TOWN REVENUE:

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

APPROVAL STATUS:

All paperwork is complete for renewal by the Town Council.

RECOMMENDED MOTION:

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

1. On the Rhode Café, LLC d/b/a “On the Rhode Cafe”, to sell coffee, bagels and donuts from a truck with RI Reg. 1BZ291, 73B Gene Allen Road, Foster, RI

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$75.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 1 / 6 / 2023

Type of License: Mobile Food Trucks

License Application Status: Renewal

Name of Applicant: Caitlyn Wallitsch

Date of Birth: 11/29/1998

Resident Address: 303 Arthurs Way
Pascoag RI 02859

Business Address: 73B Gene Allen Rd.
Foster RI 02825 Map:
Lot:

Corporation Name: On the Rhode Café, LLC

Resident Telephone: (401) 749-2405
Business Telephone: (401) 749-2405

Operating Under
Trade Name of: On the Rhode Café

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:

Required to fill requested
Hours of Operation:

Signature of Applicant: X Caitlyn Wallitsch

Title: X Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Address: Telephone:

Name: Address: Telephone:

For Official Use Only

Police Chief: _____

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

At a meeting of the Smithfield Town Council, held on 4/4/23 the above stated application was

() Approved () Denied

License# 13

Date Issued: _____

MOBILE FOOD ESTABLISHMENT REGISTRATION

BE IT KNOWN THAT

Mobile Food Establishment Owner:

Caitlyn Wallitsch
303 Arthur's Way
Pascoag, Rhode Island 02859

DMV License Plate State or
Number of Truck/Car/Trailer
or DEM Registration Number:
Rhode Island-1BZ291

Name of Mobile Food
Establishment/Truck:

DBA (Doing Business As):

Business Entity Name:

On the Rhode Cafe

has met the requirements of the Department of Business Regulation and has been granted this license as a
Trailer which serves Other:
IN THE STATE OF RHODE ISLAND.

Expiration Date: April 18, 2023

License Number: MFE-753



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of two (2) Massage Establishment Licenses for the April 4th Town Council Meeting

BACKGROUND:

The businesses listed below have filed their applications for renewal.

TOWN REVENUE:

The cost to renew the Massage Establishment License is \$100.00 per year.

APPROVAL STATUS:

All paperwork is complete for Town Council approval.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of two (2) Massage Establishment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Chalom MacDermott d/b/a “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4
2. Oasis Spa, Inc. d/b/a “Oasis Spa, Inc.”, 9 Cedar Swamp Road #9

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$100.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3 / 8 / 2023

Type of License: Massage Establishment

License Application Status: Renewal

Name of Applicant: Chalom MacDermott

Date of Birth: 11/13/1982

Resident Address: 48 Mary Elizabeth Dr.
North Scituate RI 02857

Business Address: 29 Smith Avenue Unit 4
Smithfield RI 02828
Scituate Map:
Lot:

Corporation Name: Chalom MacDermott

Resident Telephone: (512) 739-1269
Business Telephone: ~~(512) 739-1269~~
401-349-7508

Operating Under
Trade Name of: Massage Nirvava & Bodywork

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:

Required to fill requested
Hours of Operation:

Monday through Friday 9:00 a.m. to 7:00 p.m., Saturday, 9:00 a.m. to 5:00 p.m. Sunday 10am-4pm

Signature of Applicant: X [Signature]

Title: X [Signature]

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: James MacDermott Address: 48 Mary Elizabeth Dr, N. Scituate RI 02857 Telephone: (401) 749-3378

Name: Mayara Silva Address: 903 Providence Place, Apt 151, Providence RI 02 Telephone: (857) 763-8050

For Official Use Only

Police Chief: _____

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

At a meeting of the Smithfield Town Council, held on 4/4/23 the above stated application was

() Approved () Denied

License# 7

Date Issued: _____

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$100.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3 / 9 / 2023

Type of License: Massage Establishment

License Application Status: Renewal

Name of Applicant: Ying Shu Li

Date of Birth: 2/12/1963

Resident Address: 300 George Waterman Rd.
Johnston RI 02919

Business Address: 9 Cedar Swamp Rd., #9
Smithfield RI 02917

Map:
Lot:

Corporation Name: Oasis Spa Inc.

Resident Telephone: (860) 874-7547

Business Telephone:

Operating Under
Trade Name of: Oasis Spa Inc.

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

Owner	Ying Shu Li	20 Hurdis St. RI, 02904	(860)874-7547
-------	-------------	-------------------------	---------------

Describe Operation of Business: Cindy 646-371-7139

Required to fill requested
Hours of Operation: _____

Signature of Applicant: [Signature] Title: OWNER

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Kwok Chan Address: 110 Bailey Blvd, E. Greenwich, RI 02818 Telephone: (401) 257-9993
Name: Steve Soscia Address: One James P Murphy Hgwy, #200, W. Warwick, R Telephone: (401) 996-3700

For Official Use Only

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

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

() Approved () Denied License# 2 Date Issued: _____

OK
3/9/23
2023



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual Renewal of two (2) Massage Therapy Licenses for the April 4th Town Council Meeting

BACKGROUND:

The businesses listed below have filed their applications for renewal.

TOWN REVENUE:

The cost to renew the Massage Therapy License is \$75.00 per year.

APPROVAL STATUS:

All paperwork is complete for Town Council approval

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of two (2) Massage Therapy Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Chalom MacDermott working at “Massage Nirvana & Bodywork”, 29 Smith Avenue, Unit 4
2. Ying Shu Li d/b/a working at “Oasis Spa, Inc.”, 9 Cedar Swamp Road #9

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$75.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3 / 8 / 2023

Type of License: Massagist

License Application Status: Renewal

Name of Applicant: Chalom MacDermott

Date of Birth: 11/13/1982

Resident Address: 48 Mary Elizabeth Dr.
North Scituate RI 02857

Business Address: 29 Smith Avenue Unit 4
Smithfield RI 02828

Map:

Lot:

Corporation Name: Chalom MacDermott

Resident Telephone: (512) 739-1269

Business Telephone: (512) 739-1269

Operating Under
Trade Name of: Massage Nirvava & Bodywork

401-349-7508

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:

Required to fill requested
Hours of Operation:

Monday through Friday 9:00 a.m. to 8:00 p.m., Saturday, 9:00 a.m. to 6:00 p.m. Sat 10-4 pm

Signature of Applicant: X [Signature]

Title: X [Signature]

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: James MacDermott Address: 48 Mary Elizabeth Dr, N. Scituate RI 02857 Telephone: (401) 749-3378

Name: Mayara Silva Address: 903 Providence Place, Apt 151, Providence RI 02 Telephone: (857) 763-8050

For Official Use Only

Police Chief: _____

Fire Chief: _____

Building Official: _____

Owner of Premises: _____

RI Dept. of Health: _____

At a meeting of the Smithfield Town Council, held on 4/4/23 the above stated application was

() Approved () Denied

License# 14

Date Issued: _____

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: \$75.00

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3 /9 /2023

Type of License: Massagist

License Application Status: Renewal

Name of Applicant: Ying Shu Li

Date of Birth: 2/12/1963

Resident Address: 300 George Waterman Rd.
Johnston RI 02919

Business Address: 9 Cedar Swamp Rd #9 Map:
Smithfield RI 02917 Lot:

Corporation Name:

Resident Telephone: (860) 874-7547 Business Telephone:

Operating Under Trade Name of: Ying Shu Li

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: Contact Jaylinh at 401-257-9993, contractor, with any concerns with licenses for Oasis Spa

Required to fill requested
Hours of Operation:

Signature of Applicant: X [Signature] Title: X owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Kwok Chan Address: 110 Bailey Blvd., East Greenwich, RI 02818 Telephone: (401) 257-9993
Name: Steve Soscia Address: One James P Murphy Hwy, Ste 200, West Warwick Telephone: (401) 996-3700

Police Chief: _____
Building Official: _____
RI Dept. of Health: _____

For Official Use Only

Fire Chief: _____
Owner of Premises: _____

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

() Approved () Denied

License# 2

Date Issued: _____



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for Smithfield Cookies, LLC d/b/a “Crumbl Cookies” for the April 4th Town Council Meeting

BACKGROUND:

Smithfield Cookies, LLC d/b/a “Crumbl Cookies”, has applied for a new Victualling License for their business located at 371 Putnam Pike, Unit 195.

TOWN REVENUE:

Fee for a Victualling License is \$50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Copy of Retail Sales Permit
Link to menu: crumblcookies.com

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for Smithfield Cookies, LLC d/b/a “Crumbl Cookies”, located at 371 Putnam Pike, Unit 195 with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, final approval from the Smithfield Building Official 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 1/9/23

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

Name of Applicant Harrison Fuller

Date of Birth 07/02/1998

Resident Address 630 Smithfield Rd, Apt 1107

Address 371 Putnam Pike Unit 195

Operating Under Smithfield Cookies LLC

Resident Telephone: (801) 380-7126 Business Telephone (401) 244-4002

Trade Name of: d/b/a Crumb Cookies

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 Shannon Branson-Fuller Address: 11362 N 5700 W Highgate ⁸⁴⁰⁰³ Title: Franchise Partner DOB 9/15/1963

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

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

Describe operation of business: Franch. SB Bakery with a weekly rotating menu of cookies.

Requested Hours of Operation: Monday - Thursday 9am - 12pm Friday - Saturday 9am - 12pm closes Sunday

Signature of Applicant: Harrison Fuller

Title: Owner Operator

Applies to business establishments only:

In case of emergency/person to contact

Name: Alanna Wiley Address: 630 Smithfield Rd N. Providence ^{RI 02904} Phone: (970) 620-1077

Name: _____ Address: _____ Phone: _____

For Official Use Only

Police Chief: [Signature]

Fire Chief: [Signature]

Building Official: [Signature]

Owner of premises: [Signature]

RI Dept. of Health: _____

WS Smithfield Associates c/o WS asset management, its property manager, Mark Wagner its agent

At a meeting of the Smithfield Town Council, held on 4/4/23

the above stated application was:

() Approved () Denied

License #: 154 Date Issued: _____

NO Criminal Record

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

POLICE CLEARANCE REPORT FOR LICENSE APPLICATION

DATE: 01/09/23

1. NAME OF CANDIDATE: (PRINT)

Fuller Harrison Alexander
LAST FIRST MIDDLE

MAIDEN NAME

04/01/1998

Provo, Utah

2. DATE OF BIRTH

3. PLACE OF BIRTH

530 Smithfield Rd Apt 1107

Crumb Cookies

4. CURRENT ADDRESS North Providence RI 02904

5. NAME OF BUSINESS

Franchised Bakery

377 Putnam Pike Suite 0-195 Smithfield RI 02917

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

NO

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

(801) 380-4486
9. BUSINESS PHONE

(801) 380-4486
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>Sep/2022</u>	<u>Current</u>	<u>630 Smithfield Rd</u>	<u>North Providence RI</u>
<u>Jun/2020</u>	<u>Sep/2020</u>	<u>270 N. Holbrookway</u>	<u>Lehi UT</u>
<u>Jan/2022</u>	<u>Jun/2022</u>	<u>2105 N tower st</u>	<u>Santa Ana CA</u>

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

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

13. List below two (2) character references

- | | | |
|--------------------------|---|-----------------------|
| 1. <u>Kieth Fairbank</u> | <u>7 Hillside Rd Cumberland, RI 02864</u> | <u>(408) 925-0055</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Daniel Ames</u> | <u>5 Andrews way Cumberland, RI 02864</u> | <u>(309) 542-7235</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.state.ri.gov

SMITHFIELD COOKIES LLC CRUMBL COOKIES
 630 SMITHFIELD RD APT 1107
 NORTH PROVIDENCE, RI 02904-2932

State of Rhode Island
 DIVISION OF TAXATION

RETAIL SALES PERMIT
 Valid From: 07/01/2022 to 06/30/2023

ID: 24587-9151

ISSUED TO:
 SMITHFIELD COOKIES LLC CRUMBL COOKIES
 370 PUTNAM PIKE STE 0195
 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 unique 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
 NEENA S. SAVAGE
 TAX ADMINISTRATOR

DATE ISSUED: 01/17/2023



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for the Smithfield Parks and Recreation Department for the April 4th Town Council Meeting

BACKGROUND:

The Smithfield Parks and Recreation Department, has applied for one (1) One-Day Special Event License to hold an “Easter Egg Hunt and Easter Bunny Event” to take place at Smithfield Deerfield Park, 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, (fee has been waived)

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for the Smithfield Parks and Recreation Department to hold an “Easter Egg Hunt and Easter Bunny Event”, 1 William J. Hawkins, Jr. Trail on the following date:

- Saturday, April 8, 2023 starting at 10:00 a.m.

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

TOWN OF SMITHFIELD
OFFICE OF THE TOWN CLERK
LICENSE APPLICATION

FEE: 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.

Date of Application: 3/23/23

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 Tarkenton Rd. Smithfield Business Address: 1 Wm. J. Hawkins Trail Plat Lot

Operating Under Trade Name of: Dept. of Parks & Rec Resident Telephone: 401-349-9499 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 Carne Address: 1 Wm. J. Hawkins Trail Title: Director DOB: 6-17-67

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

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

Describe operation of business: Easter Egg Hunt @ Deerfield Park

Saturday, April 8, 2023 Hours of Operation: 10 AM START

Signature of Applicant: [Signature] Title: Program Coord.

Applies to business establishments only:

In case of emergency/person to contact

Name: Robert Carne Address: 1 Wm. J. Hawkins Trail Phone: 401-349-0611

Name: Paul McGinn Address: _____ Phone: 401-349-0612

Police Chief: [Signature] Fire Chief: _____
Building Official: SIGNATURE NOT REQUIRED Owner of premises: Robert Carne
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)

NO Criminal
 Record

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 3/21/23

1. NAME OF CANDIDATE: (PRINT)

Field-Swallow Laura Lynn
 LAST FIRST MIDDLE

MAIDEN NAME
Field
11-14-70

2. DATE OF BIRTH
11-14-70

Providence, RI

3. PLACE OF BIRTH
Dept of Parks & Rec

4. CURRENT ADDRESS
Parkst Rec

5. NAME OF BUSINESS
Wm. J Hawkins Trail, Smithfield

6. TYPE OF BUSINESS

7. BUSINESS ADDRESS

8. IS BUSINESS INCORPORATED

IF SO, LIST OFFICERS

Robert Cairi, Parks & Rec Dir.

401.349.0612
 9. BUSINESS PHONE

401.400.9499
 10. HOME PHONE

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

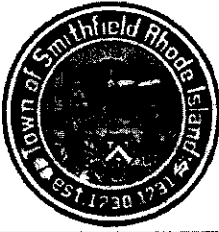
From Mo./Yr.	To Mo./Year	St. No. & Name	City & State
<u>Sep 2000</u>	<u>Present</u>	<u>111 Parkst Rd</u>	<u>Smithfield</u>

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>Robert Cairi</u> | <u>Wm. J Hawkins Tr, Smithfield</u> | <u>401.349.0612</u> |
| NAME | ADDRESS | PHONE |
| 2. <u>Melissa Chaput</u> | <u>DPW, Smithfield RI</u> | <u>401.233.1034</u> |
| NAME | ADDRESS | PHONE |

CANDIDATE'S SIGNATURE: [Signature] Witness: Robert Cairi



TOWN OF SMITHFIELD PARKS & RECREATION

PHONE: (401) 349-0612

MEMORANDUM

TO: Lyn Antonuccio, Town Clerk
FROM: Laura Field-Swallow, Parks & Recreation
DATE: 23 March 2023
RE: SPECIAL EVENT REQUESTS

Attached are two (2) Special Event License Requests submitted by The Parks & Recreation Department for the month of April, including diagram of Deerfield Park (parking).

1) Easter Egg Hunt with Easter Bunny

Event will be held on Saturday, **8 April 2023** beginning at 10 AM at Deerfield Park.
Age Categories: Under 2; 3 & 4; 5 & 6; 7 & 8; and 9-10
There will be a Golden Ticket where one child will receive a special prize.
Easter Bunny will make an appearance and take photos (if requested).
Gallagher Middle School National Junior Honor Society members are assisting with pre-event coordination on March 28.

2) Camp & Vendor Fair

Event will be held on Friday, **14 April 2023** from 11 AM- 1PM at Deerfield Park.
Businesses and Organizations providing services, programs, activities, camps, volunteer and employment opportunities for children and teens will be available to share information, answer questions, provide demonstrations (if applicable), and offer early enrollment.
Businesses and Organizations will pay an exhibitor fee with optional opportunities of Logo placement on bags, and Pre-stuffed materials for a fee.
There is no charge to attend and the first 100 attendees will receive pre-stuffed bags upon arrival.
The event also will include a Jedi Training for children as well as face painting, and two (2) miniature horses from Faith Hill Farms (East Greenwich, RI).

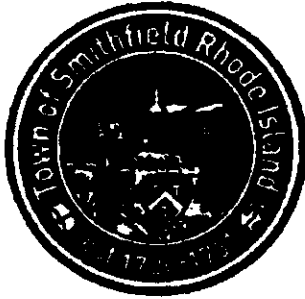
The Parks & Recreation Department plan to make these annual events for residents.

Please contact me at (401) 349-0612 or Email: lfieldswallow@smithfieldri.com with questions, concerns, or suggestions.

Thank you!

DEERFIELD PARK





Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1000 - Fax (401) 232-7244
E-mail: lantonuccio@smithfieldri.com

Lyn Antonuccio, MPA, CMC
Acting Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

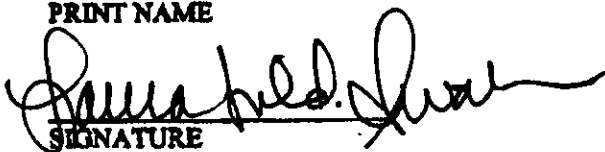
The following criteria must be met for the issuance of a Special Event License:

	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"/>

Dept. of Parks + Rec
NAME OF ORGANIZATION

Laura Field-Swallow
PRINT NAME

3/21/23
DATE


SIGNATURE



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Special Event License for the Smithfield Parks and Recreation Department for the April 4th Town Council Meeting

BACKGROUND:

The Smithfield Parks and Recreation Department, has applied for one (1) One-Day Special Event License to hold a “Camp & Vendor Fair” to take place at Smithfield Deerfield Park, 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 (fee has been waived)

SUPPORTING DOCUMENTS:

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

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve one (1) One-Day Special Event License for the Smithfield Parks and Recreation Department to hold a “Camp & Vendor Fair”, 1 William J. Hawkins, Jr. Trail on the following date:

- Friday, April 14, 2023 from 11:00 a.m. to 1:00 p.m.

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

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

FEE: 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.

Date of Application: 3/23/23

Type of License: SPECIAL EVENT Check One: New Renewal Transfer
 Name of Applicant: Laura Field Swallow Date of Birth: 1/11/70
 Resident Address: 111 Tarkenton Rd Smith Business Address: Dept of Parks Flat/Lot: _____
 Operating Under Trade Name of: Dept of Parks & Rec Resident Telephone: 401-349-4459 Business Telephone: 401-349-6212

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 Carre Address: 1/11/11 Hawkins Title: Director DOB: 6.17.67
 Name: _____ Address: _____ Title: _____ DOB: _____
 Name: _____ Address: _____ Title: _____ DOB: _____

Describe operation of business: Camp & Vendor Fair
 Friday, April 14 2023 Hours of Operation: 11-1 Deerfield Park

Signature of Applicant: [Signature] Title: Prog. Coord.

Applies to business establishments only: _____
 In case of emergency/person to contact
 Name: Robert Carre Address: 1/11/11 Hawkins Tr Phone: 401-349-0602
 Name: Paul McGinn Address: 1-4 Phone: 17

Police Chief: [Signature] Fire Chief: [Signature] SIGNATURE NOT REQUIRED
 Building Official: SIGNATURE NOT REQUIRED Fire Chief: Robert Carre Owner of premises
 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)

NO Criminal
 Record

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 3/21/23

1. NAME OF CANDIDATE: (PRINT)

Field-Swallow Laura Lynn
 LAST FIRST MIDDLE

MAIDEN NAME
Field

2. DATE OF BIRTH
11-14-70

Providence RI

4. CURRENT ADDRESS
111 Tarkenton Rd Smithfield

3. PLACE OF BIRTH
Dept of Parkst Rec

6. TYPE OF BUSINESS
Parkst Rec

5. NAME OF BUSINESS
Lynn J Hawkins Trail, Smithfield

8. IS BUSINESS INCORPORATED IF SO, LIST OFFICERS
Robert Cairne, Parks + Rec Dir.

9. BUSINESS PHONE
401.349.0612

10. HOME PHONE
401.400.9499

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

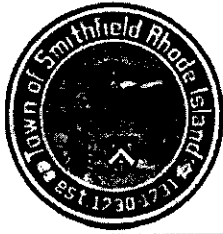
From Mo./Yr.	To Mo./Year	St. No. & Name	City & State
<u>Sep 2000</u>	<u>Present</u>	<u>111 Tarkenton Rd</u>	<u>Smithfield</u>

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
- Robert Cairne 111 J Hawkins Tr Smithfield 401.349.0612
 NAME ADDRESS PHONE
 - Melissa Chaput Smithfield RI 401.233.1034
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: [Signature] Witness: Robert E Cairne



TOWN OF SMITHFIELD PARKS & RECREATION

PHONE: (401) 349-0612

MEMORANDUM

TO: Lyn Antonuccio, Town Clerk
FROM: Laura Field-Swallow, Parks & Recreation
DATE: 23 March 2023
RE: SPECIAL EVENT REQUESTS

Attached are two (2) Special Event License Requests submitted by The Parks & Recreation Department for the month of April, including diagram of Deerfield Park (parking).

1) Easter Egg Hunt with Easter Bunny

Event will be held on Saturday, **8 April 2023** beginning at 10 AM at Deerfield Park.

Age Categories: Under 2; 3 & 4; 5 & 6; 7 & 8; and 9-10

There will be a Golden Ticket where one child will receive a special prize.

Easter Bunny will make an appearance and take photos (if requested).

Gallagher Middle School National Junior Honor Society members are assisting with pre-event coordination on March 28.

2) Camp & Vendor Fair

Event will be held on Friday, **14 April 2023** from 11 AM- 1PM at Deerfield Park.

Businesses and Organizations providing services, programs, activities, camps, volunteer and employment opportunities for children and teens will be available to share information, answer questions, provide demonstrations (if applicable), and offer early enrollment.

Businesses and Organizations will pay an exhibitor fee with optional opportunities of Logo placement on bags, and Pre-stuffed materials for a fee.

There is no charge to attend and the first 100 attendees will receive pre-stuffed bags upon arrival.

The event also will include a Jedi Training for children as well as face painting, and two (2) miniature horses from Faith Hill Farms (East Greenwich, RI).

The Parks & Recreation Department plan to make these annual events for residents.

Please contact me at (401) 349-0612 or Email: lfieldswallow@smithfieldri.com with questions, concerns, or suggestions.

Thank you!

DEERFIELD PARK





Town of Smithfield

64 Farnum Pike
Esmond, Rhode Island 02917
(401) 233-1000 - Fax (401) 232-7244
E-mail: Lantonuccio@smithfieldri.com

Lyn Antonuccio, MPA, CMC
Acting Town Clerk
Probate Clerk
Municipal Court Clerk
Board of Canvassers Clerk

SPECIAL EVENT CHECKLIST

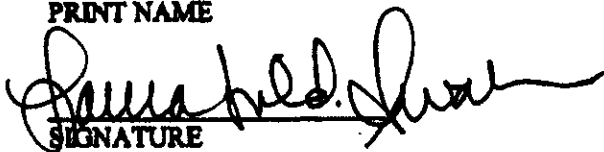
The following criteria must be met for the issuance of a Special Event License:

	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"/>

Dept. of Party + Rec
NAME OF ORGANIZATION

Laura Field-Swallow
PRINT NAME

3/21/23
DATE


SIGNATURE



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: New Victualling License for Cava Mezze Grill, LLC d/b/a “Cava Mezze Grill” for the April 4th Town Council Meeting

BACKGROUND:

Cava Mezze Grill, LLC d/b/a “Cava Mezze Grill”, has applied for a new Victualling License for their business located at 473 Putnam Pike.

TOWN REVENUE:

Fee for a Victualling License is \$50.00 per year

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI – No Record
Copy of Retail Sales Permit
Link to menu: cava.com/menu

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve a new Victualling License for Cava Mezze Grill, LLC d/b/a “Cava Mezze Grill”, located at 473 Putnam Pike with the hours of operation to be Monday through Sunday from 6:00 a.m. to 2:00 a.m., as applied, subject to compliance with all State regulations, final approval from the Smithfield Building Official and final approval from the RI Department of Health.

FBI:

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

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 3/21/23

Type of License: Victualing - ONLY New Renewal Amended

Name of Applicant: Alexander Kennedy Date of Birth: 07/24/1994

Resident Address: 32 Progressive St. Worcester, MA 01604 Business Address: 473 Putnam Pike, Greenville RI 02828

Operating Under Trade Name of: Cava Mezze Grill LLC Telephone: 617-708-5830 Business Telephone: (401) 355-7402

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

Name: <u>Kenneth Robert Bertram</u>	Address: <u>14 Ridge Square NW, Suite 500 Washington, DC 20016</u>	Title: <u>Chief Legal Officer</u>	DOB: <u> </u>
Name: <u>Brett Schulman</u>	Address: <u>14 Ridge Square NW, Suite 500 Washington, DC 20016</u>	Title: <u>Chief Executive Officer</u>	DOB: <u> </u>
Name: <u>Tricia Toliver</u>	Address: <u>14 Ridge Square NW, Suite 500 Washington, DC 20016</u>	Title: <u>Chief Financial Officer</u>	DOB: <u> </u>

Description of business: A fast casual restaurant that serves mediterranean style cuisine for lunch and dinner. No alcohol is served

Requested Hours of Operation: Every day of the week from 10:45 am to 10:00 pm.

Signature of Applicant: *Alex Kennedy* Title: General Manager

Applies to business establishments only. In case of emergency, contact 911

Name: Alex Kennedy Address: 32 Progressive St. Worcester MA 01604 Phone: (617) 708-5830

Name: Patrick Cartier Address: 34 Chandler St. Plymouth MA 02360 Phone: (401) 919-7287

For Official Use Only

Police Chief: X *[Signature]* Fire Chief: X *[Signature]*

Building Official: X *[Signature]* Owner of premises: X *[Signature]*

RI Dept. of Health: X

At a meeting of the Smithfield Town Council, held on 4/4/23 the above stated application was

() Approved () Denied License #: 155 Date Issued:

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

NO Criminal
 Record

**POLICE CLEARANCE REPORT FOR
 LICENSE APPLICATION**

DATE: 3/21/23

1. NAME OF CANDIDATE: (PRINT)

Kennedy Alexander Lee
 LAST FIRST MIDDLE

MAIDEN NAME

07/24/1994

2. DATE OF BIRTH

32 Progressive St. Worcester, MA
 01614

4. CURRENT ADDRESS

Limited Service Restaurant

6. TYPE OF BUSINESS

Yes

8. IS BUSINESS INCORPORATED

Kenneth Robert Bertram - Chief Legal Officer, Brett Schulman - Chief Executive Officer and Tricia Tolvar - Chief Financial Officer

St. Louis

3. PLACE OF BIRTH

Cava Mezze Grill LLC

5. NAME OF BUSINESS

473 Putnam Pike, Greenville RI 02828

7. BUSINESS ADDRESS

(401) 355-7402

9. BUSINESS PHONE

617-708-5830

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>7/22</u>	<u>Present</u>	<u>32 Progressive St</u>	<u>Worcester, MA</u>
<u>7/21</u>	<u>7/22</u>	<u>18 Bohair st.</u>	<u>Somerville, MA</u>
<u>7/20</u>	<u>7/21</u>	<u>Apt 532 Beard St.</u>	<u>Chelsea, MA</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. Jackie Jeffery 99 Agnes Springfield, MA 413-883-7398
 NAME ADDRESS PHONE
2. Jo Montezio 120 Greenwood St. Boston, MA 617-407-9908
 NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: [Signature]

Witness: Cynthia D. D'Agostino



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

CAVA MEZZE GRILL LLC
 14 RIDGE SQ NW STE 500
 WASHINGTON, DC 20016-2908

State of Rhode Island
 DIVISION OF TAXATION



RETAIL SALES PERMIT

Valid From: 07/01/2022 to 06/30/2023

ID: 2-4713-0778

ISSUED TO:
 CAVA MEZZE GRILL LLC
 473 PUTNAM PIKE STE A2
 GREENVILLE, RI 02828-3004

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

DATE ISSUED: 03/13/2023

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

NEENA S. SAVAGE
 TAX ADMINISTRATOR



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Consider a request for Outdoor Seating/Bar Service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant” for the April 4th Town Council Meeting

BACKGROUND:

Consider, discuss and act upon approving outdoor seating and bar service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, 294 Waterman Avenue. Ms. Juan’s Class B-Victualler Beverage License was approved on May 15, 2017. This establishment currently holds a Class B-Victualler Beverage License. Pursuant to the rules and regulations established by State Liquor Control, they are requesting permission from the Town Council to extend the current alcoholic beverage service to include outdoors. Accordingly all abutters within 200 feet of the establishment were notified of this change and the Public Hearing was advertised twice prior to this meeting in the Valley Breeze.

TOWN REVENUE:

There will be no additional fee at this time other than the fee for advertising the Public Hearing

SUPPORTING DOCUMENTS:

Copy of application
Copy of BCI - No record
Copy of letter requesting outdoor and seating bar service
Copy of notice to abutters
Copy of radius map & abutters list
Drawing of outdoor seating area
Copy of Tip Cards

Notice of Public Hearing that appeared in the Valley Breeze on the following dates: March 9, 2023 and March 16, 2023

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve outdoor seating and bar service for Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, 294 Waterman Avenue, as applied, subject to compliance with all State regulations, local ordinances and final approval from the Smithfield Building Official on the proposed outdoor seating area.

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

FEE: 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.

OUTDOOR SEATING/BAR SERVICE

Date of Application: 7/18/2022

Type of License: Beverage Class B-V

License Application Status: Renewal

Name of Applicant: Isabel Juan

Date of Birth: 3/20/1970

Resident Address: 23 Romoli Avenue
Attleboro MA 02703

Business Address: 294 Waterman Avenue
Smithfield RI 02917 Map: Lot:

Corporation Name: Rangoon, LLC

Resident Telephone: (508) 641-0517 Business Telephone: (401) 231-8881

Operating Under Trade Name of: Rangoon Chinese & Japanese Restaurant

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

Officer	Tsui Chuan Juan	220 Park Street MA,
Officer	Hsiao-Ya L. Yuan	220 Park Street MA,
Officer	Lih Kung Young	62 Woodland Road MA,

Describe Operation of Business: Food and bar service. Food Business License FSV25617

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

Signature of Applicant:  Title: Owner

APPLIES TO BUSINESS ESTABLISHMENTS ONLY:

In Case of Emergency/Person to Contact

Name: Chun Yeh Juan Address: 23 Romoli Avenue, Attleboro, MA 02703 Telephone: (774) 254-7627

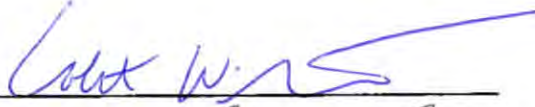
Name: Address: Telephone:


Police Chief: 

Building Official: 

RI Dept. of Health: _____

For Official Use Only

Fire Chief: 

Owner of Premises: 

At a meeting of the Smithfield Town Council, held on 3/21/23 the above stated application was

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

Dear Town Council,

I am writing to request outdoor seating and a bar set to be placed in a public space within our town. As the weather becomes warmer and the days get longer, I believe that many members of our community would appreciate a comfortable and welcoming space to relax and socialize.

By providing outdoor seating and a bar set, we can create a space that encourages social interaction and community building. This space could serve as a meeting point for families, friends, and neighbors to gather, catch up, and enjoy the outdoors together.

Furthermore, by creating a public space that encourages socialization, we can strengthen the sense of community within our town. By fostering relationships between individuals from different backgrounds, we can create a more cohesive and welcoming community.

I believe that this initiative would be a positive addition to our town, and I would be happy to assist in any way that I can to help make it a reality. Thank you for your consideration, and I look forward to hearing back from you soon.

Sincerely,

Rangoon Chinese & Japanese Restaurant
294 Waterman ave
Smithfield RI 02917
401-231-8881

Isabel Juan

March 6, 2023

PUBLIC HEARING

TOWN OF SMITHFIELD
INTOXICATING BEVERAGE LICENSE

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

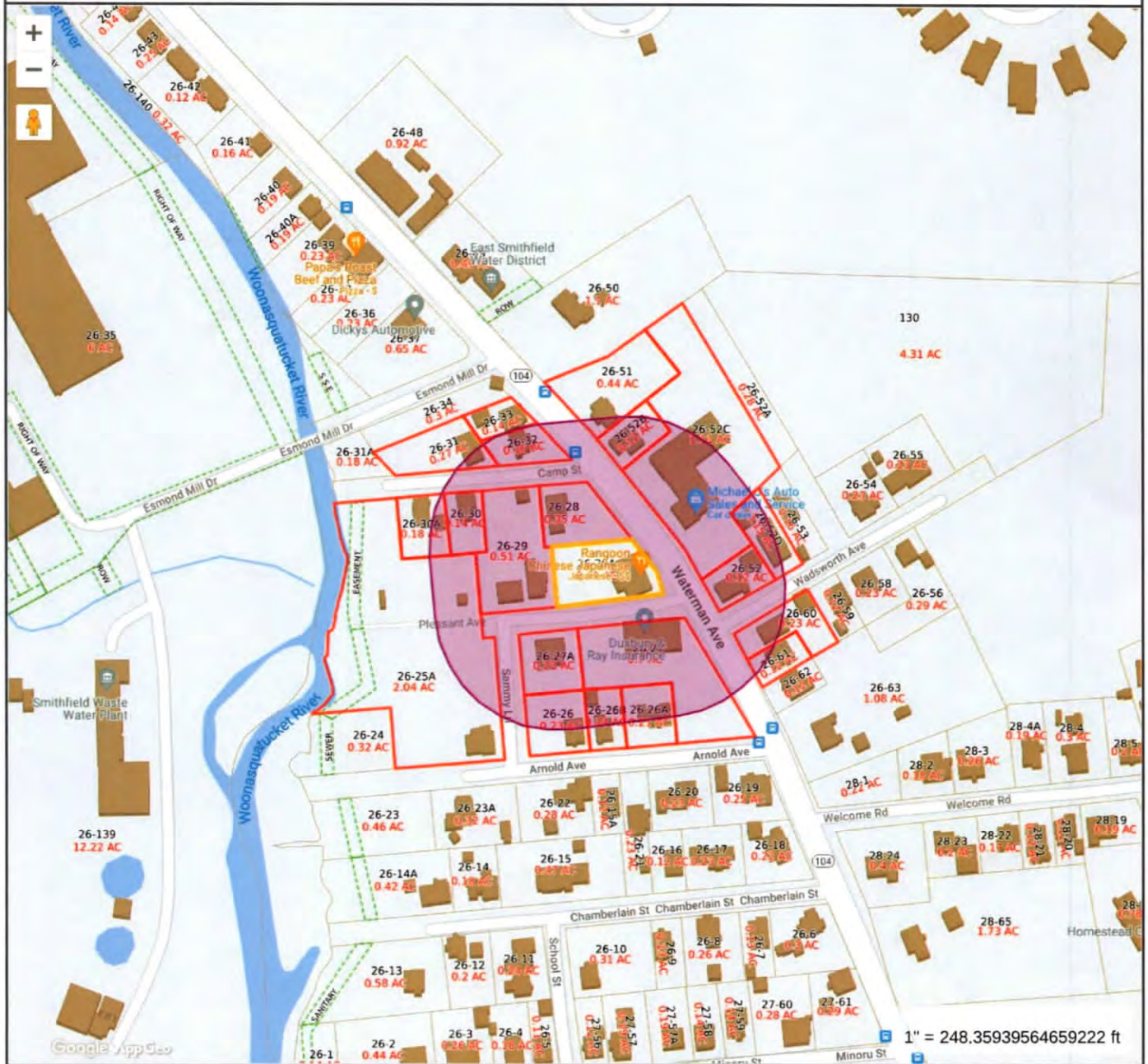
REQUEST FOR OUTDOOR SEATING AND BAR SERVICE

Rangoon, LLC d/b/a “Rangoon Chinese & Japanese Restaurant”, 294 Waterman Avenue, in the Town of Smithfield.

The above named application will be in order for a hearing of the Town Council on March 21, 2023 at 7:00 p.m., Smithfield Town Hall, Council Chambers, Smithfield, at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager’s Office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

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

294 Waterman Ave



Property Information

Property ID 2593
 Location 294 WATERMAN AVE
 Owner 294 WATERMAN AVENUE REALTY TRUST



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

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

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

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

Abutters Report

Abutters

<u>REM ACCT_NUM</u>	<u>REM_OWN_NAME</u>	<u>REM_PRCL_LOCN</u>
13-3390-75	DORNHECKER GERALD	304 WATERMAN AVE
11-0449-94	ORTIZ CARMEN LOPEZ	302 WATERMAN AVE
18-0440-61	REGAN JOSEPH M JR ET UX	5 CAMP ST
03-3700-00	COUTURE DANIEL R	6 CAMP ST
10-0619-14	294 WATERMAN AVENUE REALT	294 WATERMAN AVE
12-1426-09	LEMIEUX JESSICA L ET AL	300 WATERMAN AVE
03-3086-60	CONNOLLY FAMILY LIVING TR	8 CAMP ST
13-0540-00	MANNI RONALD F ET UX	1 SAMMY LANE
18-0330-10	J THEODORE RAY LIVING TRU	292 WATERMAN AVE
19-0073-00	SACCOIA DENNIS J ET UX	3 ARNOLD AVE
19-0850-00	PUPO HAMILTON CUSIN	5 ARNOLD AVE
19-0840-98	7 ARNOLD LLC	7 ARNOLD AVE
02-1355-00	NPM REALTY LLC	301 WATERMAN AVE
08-1929-92	HUYKMAN EUGENE	293 WATERMAN AVE
19-0610-70	SCHOFIELD PAUL T	297 WATERMAN AVE
16-2064-96	PITRONE RICHARD A ET UX	291 WATERMAN AVE
03-3147-89	CONSTANTINEAU CHRISTINE E	4 WADSWORTH AVE
16-0434-57	PAQUETTE TIMOTHY B	289 WATERMAN AVE
16-0877-74	PAVAO CHRISTOPHER J ET AL	287 WATERMAN AVE
02-2925-00	BRUNO ERIC J ET ALS JT	9 ARNOLD AVE
18-1387-74	ROJAS CLAUDIA M	5 BRUNO AVE

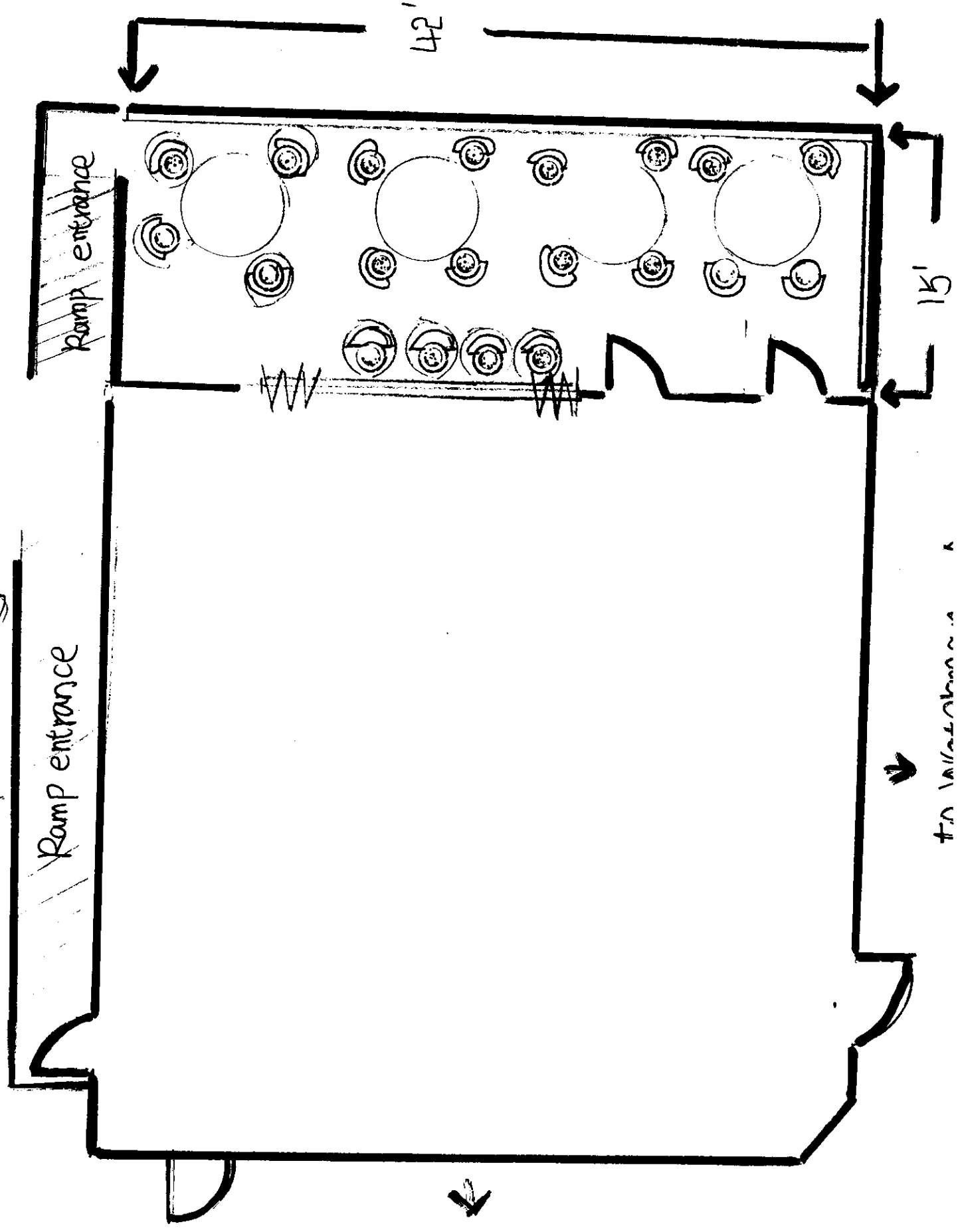
↑ to Parking lot

Ramp entrance

Ramp entrance

to Burno Ave

to Washington



42'

15'

Parking lot

Parking lot

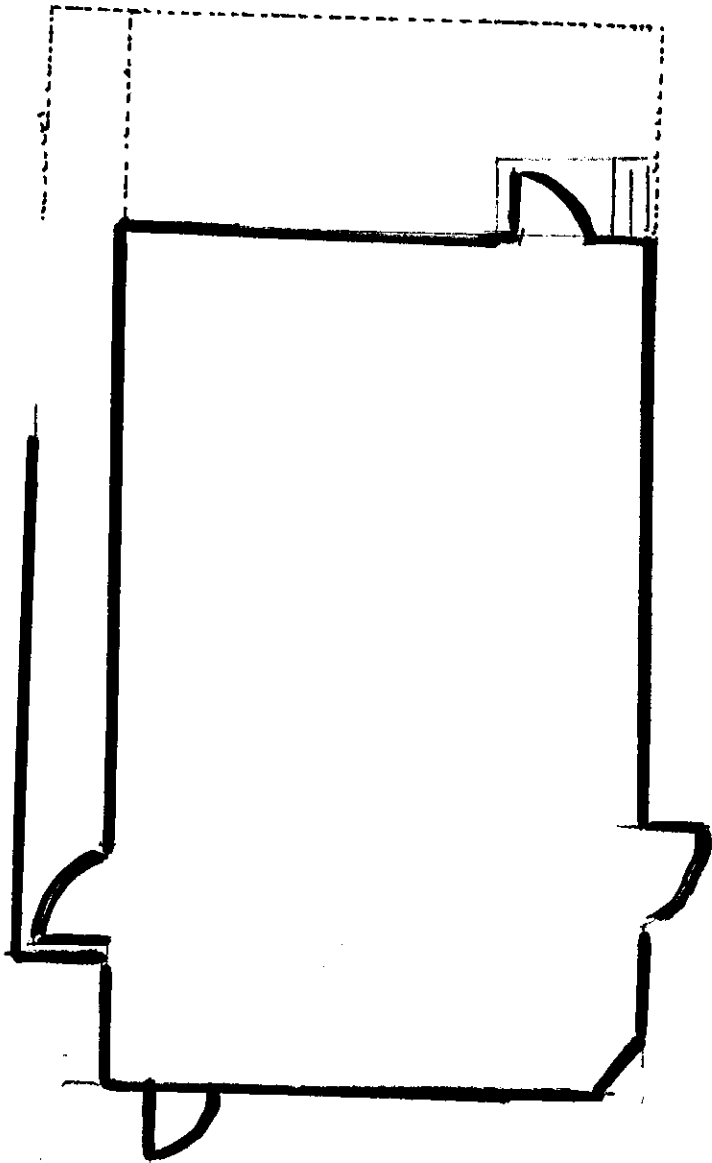
EXIT

Wintersman Ave

Wintersman Ave

EXIT

Burno Ave





Issued: 08/25/2020
Code: 20 - 148
Name:

Ashley M. Vieira
29 Sebille Road
Smithfield, RI 02917

Expiration Date: 08/25/2023

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: 08/25/2020
Code: 20 - 148
Name:

Marcela E. Quiroa
9 Callista Street
Greenville, RI 02828

Expiration Date: 08/25/2023

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: 08/25/2020
Code: 20 - 148
Name:

Isabel Juan
23 Romoli Avenue
Attleboro, MA 02703

Expiration Date: 08/25/2023

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: 08/25/2020
Code: 20 - 148
Name:

Timothy P. Edesall
9 Adames Street
Smithfield, RI 02917

Expiration Date: 08/25/2023

Instructor: Frank J. Faubert 401-943-5454

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING**

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

REQUEST FOR OUTDOOR SEATING AND BAR SERVICE
(Addendum to existing Class B-Victualler Beverage License)

Rangoon, LLC d/b/a "Rangoon Chinese & Japanese Restaurant", 294 Waterman Avenue, in the Town of Smithfield.

The above named application will be in order for a hearing at a meeting of the Town Council on Tuesday, March 21, 2023 at 7:00 P.M. in the Council Chamber, Smithfield Town Hall, 64 Farnum Pike, Smithfield, at which time and place all remonstrants may make their objections. The public is welcome to any meeting of the Smithfield Town Council. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.

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



Memorandum

DATE: March 29, 2023

TO: Smithfield Town Council

FROM: Carol Banville – License Coordinator

SUBJECT: Annual renewal of ten (10) Holiday Sales Licenses for the April 4th Town Council Meeting

BACKGROUND:

The businesses listed below have filed their applications for renewal.

TOWN REVENUE:

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

APPROVAL STATUS:

Applications are complete for approval by the Town Council.

RECOMMENDED MOTION:

Move that the Smithfield Town Council approve the annual renewal of ten (10) Holiday Sales Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Botan, LLC d/b/a “Wise Guys Deli”, 1201 Douglas Pike
2. Douglas Cochrane d/b/a “Releaf Center”, 375 Putnam Pike, #21
3. GameStop, Inc. d/b/a “GameStop Store #4848”, 371 Putnam Pike Unit 190
4. Grams Girls, Inc. d/b/a “Cardsmart Smithfield”, 445 Putnam Pike
5. MDB-T, LLC d/b/a “Toyota of Smithfield”, 550 George Washington Highway
6. NEFL, Inc. d/b/a “New England Frozen Lemonade”, 15 Indian Head Trail
7. Princes & Sons Pizza, Inc. d/b/a “Depetrillo’s Pizza & Bakery”, 105 Pleasant View Avenue
8. Rhode Island CVS Pharmacy, LLC d/b/a “CVS Pharmacy #330”, 445 Putnam Pike

9. Riptide Fitness, LLC d/b/a "Planet Fitness", 445 Putnam Pike
10. Speedway, LLC d/b/a "Speedway #02821", 263 Putnam Pike




TOWN OF SMITHFIELD

DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

MEMORANDUM

Date: April 4, 2023
To: Honorable Town Council
Through: Randy R. Rossi, Town Manager
From: Gene Allen, Public Works Director / Water Commissioner 

RE: Advertise Request for Proposals for the North Providence Pressure Reducing Project

BACKGROUND:

The North Providence Pressure Reducing Project will install three pressure reducing valves (PRV), and associated equipment, in Forestwood Drive, Riverview Drive and Bicentennial Way in North Providence. These PRV's will protect the AC pipes installed in the adjoining neighborhoods in North Providence and will allow for the transmission main in Smithfield Road to carry additional water to our storage tanks, without negatively impacting those neighborhoods. A 12-inch water main will be also be installed in Cavalry Drive, connecting the water mains in Noto Drive and Douglas Pike. This will provide system redundancy, water quality and added system reliability.

Pare Corporation was contracted to develop the plans, specifications and bid documents that are presented for your review this evening. These documents are currently at 90% completion.

The RI Department of Health has this project on their Project Priority List and the RI Infrastructure Bank has indicated this project qualifies for a Drinking Water SRF Loan.

FINANCIAL IMPACT:

Funding for this contract will be through a Drinking Water SRF loan with the RI Infrastructure Bank. The project costs are anticipated to be \$750,000 and have been incorporated into the recently completed rate study.

RECOMMENDATION:

That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, authorize the advertisement of the Request for Proposal for the North Providence Pressure Reducing Project subject to final review and comment by the Town Solicitor.

MOVED: *That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, authorize the advertisement of the Request for Proposal for the North Providence Pressure Reducing Project subject to final review and comment by the Town Solicitor.*

**PROJECT MANUAL AND SPECIFICATIONS
FOR THE
SMITHFIELD WATER SUPPLY BOARD
NORTH PROVIDENCE PRESSURE CONTROL PROJECT**

**Prepared for:
Smithfield Water Supply Board (SWSB)
3 Spragueville Road
Smithfield, RI 02917**

**Prepared by:
Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865**

90% SUBMISSION

MARCH 2023



PROJECT MANUAL

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 10 – Cover
00 01 10 – Table of Contents
00 11 16 – Invitation to Bid
00 21 13 – Instructions to Bidders
00 22 13 – Supplemental Instructions to Bidders
00 40 00 – Supplements to Bid Form
00 41 43 – Bid Form
00 51 00 – Notice of Award
00 52 00 – Agreement
00 55 00 – Notice to Proceed
00 61 13.13 – Performance Bond
00 61 13.16 – Payment Bond
00 63 63 – Change Order
00 65 16 – Certificate of Substantial Completion
00 70 00 – Standard General Conditions of the Construction Contract
00 73 00 – Supplemental Conditions
00 73 39 – State Revolving Fund (SRF) Loan Program Requirements

DIVISION 01 – GENERAL REQUIREMENTS

01 11 00 – Summary of Work
01 14 00 – Contractors Use of the Premises
01 20 00 – Measurement and Payment
01 26 00 – Contract Considerations
01 31 00 – Coordination and Meetings
01 32 00 – Construction Schedules
01 33 00 – Submittal Procedures
01 35 00 – Special Provisions
01 35 29 – Emergency Response Plan Requirements
01 35 29.13 – Project Safety and Health Specifications
01 40 00 – Quality Control Requirements
01 41 00 – Permits and Regulatory Requirements
01 42 19 – Reference Standards
01 57 13 – Erosion Control
01 60 00 – Material and Equipment
01 70 00 – Contract Closeout
01 74 00 – Maintenance

DIVISION 03 – CONCRETE

- 03 03 00 – Cast-in-Place Concrete
- 03 11 00 – Concrete Formwork
- 03 41 00 – Precast Concrete Structures and Accessories

DIVISION 31 – EARTHWORK

- 31 00 00 – Earthwork
- 31 23 16.26 – Rock Removal

DIVISION 32 – EXTERIOR IMPROVEMENTS

- 32 12 00 Bituminous Concrete Pavement
- 32 90 00 Landscaping

DIVISION 33 – UTILITIES

- 33 11 13 – Ductile Iron Pipe and Fittings
- 33 12 16 – Valves, Tapping Sleeves, and Appurtenances
- 33 12 34 – Pressure Reducing Valve
- 33 13 00 – Pipeline Pressure, Leakage, and Disinfection

APPENDICES

- Appendix A – RIGAS Specifications and Details

SECTION 00 11 16 – INVITATION TO BID

The Smithfield Water Supply Board (SWSB) is seeking sealed Bids for the North Providence Pressure Control Project. This project includes the installation of pressure reducing valves (PRV) for pressure control along Smithfield Road in North Providence and the installation of new water main to close the loop on two dead ends in the system on Cavalry Drive and Douglas Pike in Smithfield, RI. Bids will be received by the SWSB until **1:00 pm on xxx, 2023** at the office of the Purchasing Agent at 64 Farnum Pike, Smithfield, RI 02917 at which time the bids will be opened and publicly read aloud in the Town Council Chambers, 2nd Floor of the Town Hall Building.

Bids must be enclosed in sealed envelopes and labeled as required in Part 6.2 A. of the Instructions to Bidders. All Bids must be submitted on the form in the Contract Documents and clearly marked:

Bid Submission: North Providence Pressure Control Project

Prospective Bidders are asked to attend a non-mandatory Pre-Bid Conference at **10:00 am on xxx, 2023**, to be held at the SWSB office at 64 Farnum Pike, Smithfield, RI 02917.

Individuals requesting interpreter services for the hearing impaired or require handicap accessible facilities should call the SWSB at (401) 233-1034 a minimum of seventy-two (72) hours in advance of the Pre-Bid Conference.

Contract documents may be obtained from SWSB by emailing Gene Allen (gallen@smithfieldri.com) or picked up at the Purchasing Office at 64 Farnum Pike, Smithfield, RI 02917 between the hours of 8:30 am and 3:30 pm, weekdays.

This project is being funded in part by the Rhode Island Drinking Water State Revolving Fund loan. As such, all work under this Contract is subject to the prevailing wage rates of the State of Rhode Island and the Davis Bacon Regulations, in accordance with RIGL 37-13-1. Rhode Island Certified Prevailing Wage Daily Logs will be required to be filled out daily and maintained onsite throughout the course of the project. Certified payrolls will be required to be submitted for all work under this contract. The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Bidders shall inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

All Bidders must comply with the State of Rhode Island requirements regarding the participation of minority/women's business enterprises (MBE/WBE's) or DBE in the performance of this contract. The successful bidder will be required to include in their bid documents for subcontractors and MBE/WBE's "Fair Share" percentage which totals at least 10 percent (10%) of the dollar value of the entire procurement or project.

Bid Security in the form identified within the Instruction to Bidders, and in the amount of five (5) percent of the total Bid amount, must accompany each bid.

The successful Bidder must furnish a Performance and a Labor and Material Payment Bond, in the specific formats as attached herein, both for the full value of the Bid Price, along with all required insurance certificates, within ten (10) calendar days after the award date in order to execute a Contract.

No Bidder may withdraw his Bid within sixty (60) days following the closing time for receipt of Bids.

Time of completion is set at 200 days following the Notice to Proceed to complete all work. Liquidated damages will be in the amount of \$1500.00 for each calendar day of delay from the date established for substantial completion.

SWSB will be financing all work through the State of Rhode Island Drinking Water State Revolving Fund (DWSRF) loan program. The prospective contractor shall be aware of and comply with all the requirements of receiving monies from the Rhode Island Infrastructure Bank, utilizing the RI State Revolving Fund for projects (i.e. Certified Weekly Payrolls, Davis Bacon requirements, Labor Standards Interviews, Certified Prevailing Wage Daily Logs, MBE/DBE requirements, etc.).

This project is subject to the American Iron and Steel requirements of P.L. 113-76, the Consolidated Appropriations Act of 2014.

SWSB reserves the right to reject any and all Bids or parts thereof, to waive any irregularity in the Bids received, and to accept the Bid or parts thereof deemed to be most favorable to the best interest of SWSB.

END OF SECTION 00 11 16

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

PART 1 SUMMARY

1.1 DOCUMENT INCLUDES

- A. Invitation
 - 1. Receipt and Opening of Proposals
 - 2. Intent
 - 3. Work Identified in the Contract Documents
 - 4. Contract Period and Term of Agreement
 - 5. Telegraphic Modification
 - 6. Obligations of the Bidder
 - 7. Prices

- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Addenda and Interpretations
 - 6. Product/System Substitutions
 - 7. Delivery

- C. Site Assessment
 - 1. Site Examination
 - 2. Pre-Bid Conference

- D. Qualifications
 - 1. Qualifications of the Bidder
 - 2. Subcontractors/Suppliers/Others

- E. Bid Submission
 - 1. Preparation of Bids
 - 2. Submission of Bids

- F. Bid Enclosures/Requirements
 - 1. Bid Security
 - 2. Agreement to Bond
 - 3. Performance Bond and Labor and Material Payment Bond
 - 4. Insurance
 - 5. Bid Form Requirements
 - 6. Bid Form Signature
 - 7. Prevailing Wage Rates
 - 8. Tax Exemption
 - 9. Labor Regulations

- 10. Additional Bid Information
- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Withdraw of Bids
 - 3. Acceptance of Offer
- H. Laws, Ordinances, and Codes
- I. Time of Completion and Liquidated Damages
- J. Permits

PART 2 INVITATION

2.1 RECEIPT AND OPENING OF PROPOSALS

- A. Sealed bids/proposals will be accepted, and time stamped upon receipt at the SWSB Purchasing Agent's office, 64 Farnum Pike, Smithfield, RI 02917; until the time, indicated on the attached Invitation to Bid, for the commodities, equipment, or services listed in the specifications. Bid/Proposals will be publicly read at the time specified in the advertisement in the Town Council Chambers, 2nd Floor of the Town Hall Building.
- B. Proposals submitted for a specified item must not be combined under the same cover with any other Bid item.
- C. Any Bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the SWSB or the Engineer that such non-arrival before the time set for the opening was due solely to delay in the mails for which the Bidder is not responsible. Conditional or qualified Bids will not be accepted.
- D. Submit Document 00 40 00 - Supplements to Bid Forms with Bid Submission.

2.2 INTENT

- A. The intent of this Bid request is to solicit bids for the labor and materials necessary to install of pressure reducing valves (PRV) new water main.

2.3 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- B. Scope: The scope of this project includes the installation of pressure reducing valves (PRV) for pressure control along Smithfield Road in North Providence and the installation of new water main to close the loop on two dead ends in the system on Cavalry Drive and Douglas Pike in Smithfield, RI.
- C. The Owner hereby reserves the right, at any time, or from time to time, to order additions, deletions, or revisions in the work to be authorized through a written amendment (change order), which shall be subject to the provisions in General Conditions - Article 10.

2.4 CONTRACT PERIOD AND TERM OF AGREEMENT

- A. Time of completion is set at **200 days** following the Notice to Proceed to complete all work.

2.5 TELEGRAPHIC MODIFICATION

- A. Telephonic, telegraphic or oral Bids, amendments or withdrawals will not be accepted.

2.6 OBLIGATIONS OF THE BIDDER

- A. At the time of opening of Bids, each Bidder will be presumed to have inspected the Specifications and Contract Documents (including all Addenda), which have been sent to the address given by such Bidder. The failure or omission of any Bidder to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall in no way relieve any Bidder from any obligation in respect to his Bid.
- B. Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to the proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the SWSB, the proposal will receive careful consideration.

2.7 PRICES

- A. Bidders shall state the proposed price in the manner as designed in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit price shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
- B. Bidders agree that the price in this Bid shall be irrevocable for 60 days, or until the Bid is awarded by the SWSB. After award by the SWSB, said prices shall then remain firm for the duration of the Contract.

PART 3 BID DOCUMENTS AND CONTRACT DOCUMENTS**3.1 DEFINITIONS**

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, Supplements to Bid Forms, Appendices and Bid Securities, identified herein.
- B. Contract Documents: Defined in EJCDC 1910-8 Article 1, including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.
- E. Owner: Smithfield Water Supply Board
- F. Engineer: Pare Corporation

3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified by the project title, “North Providence Pressure Control Project”, as prepared by the Engineer, Pare Corporation located at 8 Blackstone Valley Place, Lincoln, RI and identified in the Table of Contents, Project Manual, and Specifications.

3.3 AVAILABILITY

- A. Additional copies of the Bid Documents may be obtained at the Purchasing Agent office, 64 Farnum Pike, Smithfield, RI 02917 between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. Bid documents are also available by emailing Mr. Gene Allen, Director of the Department of Public Works. (gallen@smithfieldri.com).
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.4 EXAMINATION

- A. Bid Documents may be viewed at the office of the Engineer.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify the Engineer should the documents be incomplete.
- C. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.

3.5 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Bidder orally. Every request for such interpretations should be in writing, addressed to SWSB, or emailed to Mr. Gene Allen (gallen@smithfieldri.com). To be given consideration the request must be received at least seven (7) days prior to the date fixed for the opening of the bids. Fax transmissions will be accepted with a written follow-up by Bidder.
- B. Any and all interpretations, and supplemental instructions, which, if issued, will be mailed by regular mail, emailed, or faxed to all prospective Bidders (at the respective address furnished by the Bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of the bids (unless such addenda postpones the opening of bids). Failure of Bidder to receive any such addendum or interpretations shall not relieve any Bidder from the obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

3.6 PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered by the Engineer up to 10 days before receipt of Bids.
- B. The submission shall provide sufficient information to determine the acceptability of such products.
- C. When a request to substitute a Product is made, the Engineer may approve the substitution and

will issue an Addendum to known Bidders.

- D. In the submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in the Work and changes to Contract Time and Contract Price to accommodate such substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions shall not be considered.

3.7 DELIVERY

- A. All Purchases related to this bid are to be delivered FOB to the SWSB, and delivery to be supplied with the Purchase Order. No extra charges for delivery, handling, or other services will be honored. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. The vendor must notify SWSB 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful Bidder. SWSB will not make payment on damaged goods, they must be replaced, or adjustments made at the option of SWSB. SWSB is only represented by the Director of SWSB or their designated representative in these matters and shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.
- B. Bid price is to include the cost of uncrating and setting in a place where noted.
- C. Bid price is to include installation where noted.

PART 4 SITE ASSESSMENT

4.1 SITE EXAMINATION

- A. All general contractors (or Bidders), and major subcontractors are required to examine the project site before submitting a Bid.

4.2 PRE-BID CONFERENCE

- A. A mandatory Pre-Bid Conference has been scheduled for **10:00 am** on **xxx, 2023** at the SWSB Purchasing Agent Office, 64 Farnum Pike, Smithfield, RI 02917.
- B. All general contract and subcontract Bidders are invited.
- C. Representatives of the Owner and Engineer will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, if applicable, and issued to all known Bid Document recipients.

PART 5 QUALIFICATIONS

5.1 QUALIFICATIONS OF THE BIDDER

- A. SWSB may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to SWSB all such information and data for this purpose as SWSB may request.

- B. SWSB reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner or the Engineer that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner or the Engineer reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to Article 6.06 of EJCDC General Conditions.

PART 6 BID SUBMISSION

6.1 PREPARATION OF BID

- A. Each Bid must be submitted on the prescribed form and submitted in duplicate. All blank spaces for Bid prices must be filled in ink or typewritten, both in words and figures. All Bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings, together with all Addenda thereto.
- B. Erasures or other changes must be explained or noted over the signature of the Bidder.
- C. Each Bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.
- D. Supplemental information, drawings, warranties, literature and material to be provided with the Bid shall be on the Bidder's own form.

6.2 SUBMISSION OF BIDS

- A. Envelopes containing Bids must be sealed and marked with the name and address of the Bidder with the label "Bid Submission: North Providence Pressure Control Project." That envelope is to be placed inside another sealed envelope which has been addressed as follows:

Smithfield Water Supply Board
64 Farnum Pike
Smithfield, RI 02917
Attention: Bid Proposal

- B. Any Bidder may withdraw his Bid by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments or withdrawals will not be accepted.
- C. Unless otherwise specified, no Bid may be withdrawn for a period of sixty days (60) from the time of Bid opening.
- D. Negligence on the part of the Bidder in preparing the bid confers no rights for the withdrawal of the Bid after it has been opened.
- E. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

- F. Any deviation from the Specifications MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL. The Bidder shall indicate how the Bid will deviate from Specifications.

PART 7 BID ENCLOSURES/REQUIREMENTS

7.1 BID SECURITY

- A. Each Bid proposal must be accompanied by Bid security (security deposit) in the form of a Bid Bond, payable to SWSB, in the amount of 5% of the total amount Bid. Bid security of the successful Bidder will be retained by SWSB until Bid requirements are met or forfeited to SWSB upon Bidder's failure to perform contract obligations.
- B. Any successful Bidder withdrawing his Bid subsequent to Bid opening shall forfeit his Bid deposit.
- C. Include the cost of Bid Security in the Bid Price.
- D. Bid Bonds shall remain valid and in force for the entire Bid eligibility period (i.e., 90 days from Bid opening).

7.2 AGREEMENT TO BOND

- A. Submit with the Bid all surety requirements, provisions, and enclosures.

7.3 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. The successful Bidder will be required to furnish SWSB with a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by SWSB.
- B. The failure of the successful Bidder to supply the required Bonds within a time specified or within such extended period as SWSB may grant based upon reasons determined sufficient by SWSB, shall constitute a default, and SWSB may either award the contract to the next lowest Bidder or re-advertise for Bids.

7.4 INSURANCE

- A. The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by SWSB.
- B. The Contractor shall also indemnify and save harmless SWSB against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his Bid.
- C. The Contractor shall furnish certificates of insurance from companies acceptable to SWSB. All Insurance Companies listed on certificate must be licensed to do business in the State of

Rhode Island. The Contractor shall provide a certificate of insurance as specified on the Bid proposal form. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is accepted by SWSB.

- D. The Contractor shall secure, pay for and maintain insurance as necessary to protect himself/herself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.
- E. The Contractor shall require similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Contractor shall be fully responsible for the acts and omissions of its sub-contractors and of persons employed either directly or indirectly by them, as it is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the contract shall create any contractual relation between any sub-contractor and SWSB.

7.5 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Attachments.

7.6 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
 - 1. Sole Proprietorship: Signature of the sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.7 PREVAILING WAGE RATES

- A. Bid prices must reflect adherence to the provisions of State Labor Laws concerning payment of prevailing wages (see RI General Laws Sec. 37-13-1 et seq. as amended). The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Bidders shall inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

7.8 TAX EXEMPTION

- A. Rhode Island Sales and Use Tax: Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the CONTRACTOR during Bidding.

- B. Rhode Island Sales Tax: SWSB is exempt from the payment of Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.
- C. Federal Excise Taxes: SWSB is exempt from the payment of any excise or federal transportation taxes. The price Bid must be exclusive of taxes and will be so construed.

7.9 LABOR REGULATIONS

- A. The following paragraphs regarding labor regulations shall be included and become part of these Specifications:
 - 1. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT-OF-STATE CONTRACTORS).
 - 2. The successful Bidder will be required to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
 - 3. The successful Bidder will be required to comply with the Safety and Health Regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
 - 4. The successful Bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive an award of the Contract.

7.10 ADDITIONAL BID INFORMATION

- A. The Owner requires that the Bidders complete the Supplements to Bid Forms and Appendices identified in Section 00 40 00 and attach them with the submission of Bids.
 - 1. Appendix A - Subcontractors
 - 2. Appendix B - Qualifications of Bidder

Failure to comply with these stipulations will be grounds for disallowing Bids at the Owner's or Engineer's discretion.

PART 8 OFFER ACCEPTANCE/REJECTION

8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Bid closing date.

8.2 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn personally or by written request at anytime prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification of his Bid after such Bid has been opened.

8.3 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, SWSB will issue to the successful Bidder, a written Bid Acceptance, letter of Contract Award, and Notice to Proceed.

PART 9 LAWS, ORDINANCES, AND CODES

- A. All applicable Federal and State Laws, Ordinances and Codes of the Town of Smithfield and Regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.
- B. SWSB will not award the Contract to any contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Towns of Smithfield or the laws of the State of Rhode Island. If the successful Bidder is a corporation NOT authorized to do business in the State of Rhode Island, it shall qualify to do business in the State of Rhode Island, immediately after the award of the contract.
- C. The successful bidder must provide proof of liability and worker's compensation insurance coverage in the aggregate minimum amount as specified herein. Such proof of insurance must specify SWSB as additionally insured and as certificate holder.

PART 10 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The Bidder must agree to commence Work on or before the date specified in the written Notice to Proceed. The Bidder must agree also to pay as liquidated damages, the sum of \$1,500 for each consecutive calendar day thereafter as hereinafter provided in the Contract and General Conditions.

PART 11 PERMITS

- A. The Contractor shall obtain and pay for all other Permits as required by the Towns of Smithfield and North Providence and the State of Rhode Island (i.e., traffic control, general building, mechanical, curb cut, electrical, telephone, etc.).

END OF SECTION 00 21 13

SECTION 00 22 13 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

ARTICLES

1. AWARD & CONTRACT
2. CONDITION OF WORK
3. INFORMATION SUPPLIED TO BIDDERS
4. METHOD OF AWARD
5. EXECUTION OF THE AGREEMENT
6. NOTICE TO PROCEED
7. POWER OF ATTORNEY
8. UNCERTAINTY OF QUANTITIES
9. ITEMS NOT LISTED IN THE BID
10. BALANCED BIDDING
11. NOTICE OF SPECIAL CONDITIONS
12. JOB CONDITIONS
13. PRECONSTRUCTION CONFERENCE

SPECIAL INSTRUCTIONS TO BIDDERS**ARTICLE 1: AWARD AND CONTRACT**

Unless otherwise specified, the Smithfield Water Supply Board (SWSB, also referred to as OWNER) reserves the right to make award by item or items, or by total, as may be in the best interest of SWSB. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder followed by a Purchase Order shall, unless otherwise specified, be deemed to result in a binding Contract without further action by either party.

ARTICLE 2: CONDITION OF WORK

Insofar as possible, the CONTRACTOR, in carrying out his Work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the Work being performed by others. The CONTRACTOR must satisfy himself by his own investigation and research as to the nature and location of the Work, the general and local conditions, including, but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the Work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the Work to be done and labor and materials needed.

ARTICLE 3: INFORMATION SUPPLIED TO BIDDERS

The OWNER shall provide to bidders prior to bidding all information, which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from any officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

ARTICLE 4: METHOD OF AWARD

If, at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract, the Contract may be awarded on the base bid. If such bid exceeds such amount, the OWNER expressly reserves the right to increase or decrease any class, item, or part of the Work, and this reservation includes the omission of any such item, items, class or part of the Work as may be decided by the OWNER at the unit prices submitted by the bidder to bring the Contract within available funds; or the OWNER may reject all bids.

ARTICLE 5: EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the OWNER. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The CONTRACTOR shall furnish a Performance Bond and a Payment Labor and Material Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, as security for faithful performance of Contract.

The OWNER, within thirty (30) days of receipt of an acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice by withdrawal shall be effective upon receipt of the notice by the OWNER.

ARTICLE 6: NOTICE TO PROCEED

The Notice to Proceed is anticipated to be issued by xx, 2023 by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the period mutually agreed upon, the CONTRACTOR might terminate the agreement without further liability on the part of either party.

ARTICLE 7: POWER OF ATTORNEY

Attorney-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 8: UNCERTAINTY OF QUANTITIES

The quantities listed in the Bid (proposal) are approximate and are given only for use in comparing Bids and to indicate approximately the total amount of the Contract; and the OWNER does not expressly or by implication represent that the actual amounts of Work will even approximately correspond therewith, but does call particular attention to the uncertainty of the quantities of the Work involved, which cannot be predicted in advance. The Work under certain items may be materially greater or less than that given in the Bid, as may be necessary in the judgment of the OWNER to complete the Work contemplated in the Contract.

Under the Contract, the OWNER reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the Bid.

Only such quantities of the respective items of Work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

ARTICLE 9: ITEMS NOT LISTED IN THE BID

Appurtenant items of Work shown on the Drawings or specified or required to complete the Work, but not listed separately under the list of items in the Bid, shall be included in the cost of payment under the various applicable Bid Items. It shall be the responsibility of the CONTRACTOR to verify any missing or incomplete items.

ARTICLE 10: BALANCED BIDDING

Minus bidding on any item or items of the Specification is prohibited. Bids should be made on each separate item of Work shown in the Bid (proposal) with reasonable relation to the probable cost of doing the Work included in such item, and the right is reserved to reject wholly any bid in case any item or items thereof are obviously unbalanced or appear to the OWNER to be so unbalanced as to affect or to be liable to affect adversely any interests of the OWNER. The attention of the Bidder is called to the fact that unbalancing of bids may adversely affect the CONTRACTOR, if certain portions of the Work are increased or decreased as provided in the Contract Documents.

ARTICLE 11: NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- a. inspection and testing of materials,
- b. insurance requirements,
- c. wage rates,
- d. interpretation of Drawings and Specifications,
- e. the use of explosives and protection.

ARTICLE 12: JOB CONDITIONS

The Bidder is advised that free vehicular and pedestrian access must be maintained to the major streets. The scheduling of work on or adjacent to the State roadway will be dictated by RIDOT Permit requirements.

ARTICLE 13: PRECONSTRUCTION CONFERENCE

The CONTRACTOR shall be prepared to attend a pre-construction conference scheduled by the OWNER after award of the Contract, but prior to the actual commencement of Work at the site. The main item of discussion will be the CONTRACTOR's construction schedule, proposed Superintendent, Professional Engineer or Land Surveyor, etc.

END OF SECTION 00 22 13

SECTION 00 40 00 – SUPPLEMENTS TO BID FORM

To: Smithfield Water Supply Board
ATTN: Mr. Gene Allen, Director
Department of Public Works
Town of Smithfield
64 Farnum Pike
Smithfield, Rhode Island 02917

Project: North Providence Pressure Control Project
March 2023
Pare Project No. 03066.62

Date: _____

Submitted by:

(full name)

(full address)

In accordance with Document 00 21 13 - Instructions to Bidders, and Document 00 41 43 - Bid Form, we include the Supplements to Bid Form appendices listed below. The information provided shall be considered an integral part of the Bid Form. These appendices are as follows:

Appendix A: Subcontractors: Include the names of all subcontractors, including qualifications and experience and the portions of the work they will perform.

Appendix B: Qualifications of Bidder

SECTION 00 41 43 – BID FORM

To: Smithfield Water Supply Board
64 Farnum Pike
Smithfield, Rhode Island 02917

Project: North Providence Pressure Control Project
March 2023
Pare Project No. 03066.62

Date: _____

Submitted by:
(Full name)

(Full address)

1.00 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and Special Instruction to Bidders and the Contract Documents prepared by Pare Corporation, Engineer for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work in the **Base Bid** (Items 1 through 14) for the Price of:

\$

(Figures)

(Total price in words) dollars, in lawful money of the United States of America.

The Owner hereby reserves the right to reject any or all bids and to select the bid that best serves the interest of the Smithfield Water Supply Board.

Attention is called to information contained in Section 01 20 00 - Measurement and Payment, for information concerning Bid Items.

We have included herewith, the required security deposit, Bid Bond as required by the Instruction to Bidders.

2.00 EXPERIENCE/SUBMITTALS

- A. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

- B. It is the intention of the Owner to obtain bids only from Contractors with experience on similar PRV and water main projects. To be considered for this project the successful bidder shall meet the following conditions:
 - 1. The successful Bidder shall use only thoroughly trained and experienced workers completely familiar with the work required.
- C. Contractors shall submit with bid proposal the following, which shall become an integral part of the Bid Submission.
 - 1. Section 00 40 00 - Supplements to the Bid Form
 - Appendix A - Subcontractors
 - Appendix B - Qualifications of Bidder
- D. It shall be noted that the quantities on the bid form shall in no way constitute a minimum or maximum quantity to be expected. The Owner reserves the right to remove items from the bid and to add or subtract quantities from the bid after awarding of the contract has been completed
- E. Unbalanced bidding (i.e. “pennying” of a bid item or items) shall not be allowed and may be cause for rejection of the bid, at the discretion of the Smithfield Water Supply Board. Should the bidder believe that their bid prices provided in the bid form, constitute full compensation for each particular bid item, and the bid price for a particular bid item may be construed as an unbalanced bid, the bidder shall submit to the Engineer and Owner information supporting their proposed bid price for that particular bid item along with their bid. The submission of supporting documentation on bid items shall in no way constitute acceptance of that bid item as balanced. The Owner reserves the right to make the final determination of balanced or unbalanced bids.

3.0 Schedule of Prices

BID FORM

North Providence Pressure Control Project

Bid Item	Description	Quantity	Unit	Unit Bid Price (Numbers)	Unit Bid Price (Words)	Total Bid Item Cost (Numbers)
NOTE: THE UNIT PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.						
1.	Site Mobilization and Demobilization (up to 5% of base bid)	1	LS			
2.	Filter Socks	500	LF			
3.	Silt Sacks	6	EA			
4.	Test Pits	110	CY			
5.	Rock Removal	140	CY			
6a.	Furnish and Install New 12" Concrete Lined DI Water Main	220	LF			
6b.	Furnish and Install New 8" Concrete Lined DI Water Main	310	LF			
7a.	Furnish and Install 12" Gate Valve and Box	2	EA			
7b.	Furnish and Install 8" Gate Valve and Box	3	EA			
8.	Reconnect Existing Copper Service to New Water Main	2	EA			
9a.	Furnish and Install 4" PVC Electrical Conduit	300	LF			
9b.	Furnish and Install 4" PVC Signal Conduit	240	LF			
10.	Furnish and Install 35' Signal Antenna Pole	1	EA			

3.0 Schedule of Prices

BID FORM

North Providence Pressure Control Project

Bid Item	Description	Quantity	Unit	Unit Bid Price (Numbers)	Unit Bid Price (Words)	Total Bid Item Cost (Numbers)
NOTE: THE UNIT PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.						
11.	Furnish and Install PRV Vault	3	LS			
12.	Full Depth Trench Pavement	210	TONS			
13.	Temporary Trench Pavement	110	TONS			
14.	4" Loam and Seed	400	SY			
			TOTAL		\$	

4.00 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within ten (10) days of receipt of Notice of Award.

Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in Information to Bidders.

Commence work within ten (10) days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5.00 CONTRACT TIME

If this Bid is accepted, the Bidder hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the PROJECT **within 200 calendar days**.

6.00 RETAINAGE

If this bid is accepted, the retainage shall be an amount equal to 5% of completed Work until 75% of the Work has been completed. At 75% completion, if recommended by the ENGINEER and with the concurrence of the OWNER, the retainage may be reduced to 2.5% by the ENGINEER and acceptable to the OWNER, unless the ENGINEER certifies that the job is not proceeding satisfactorily, but in any event the amounts previously retained shall not be paid to the CONTRACTOR until the Work is completed. At 75% completion, or any time thereafter when the progress of the Work, in the opinion of the ENGINEER is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 5% of the value of the Work completed. Upon satisfactory completion of the Work, any amount retained will be paid to the CONTRACTOR.

7.00 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

8.00 APPENDICES

Submit Documents 00 40 00 - Supplements to Bid Forms with Bid Submission.

9.00 BID FORM SIGNATURE(S)

The Corporate Seal of (Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer _____ Title)

(Seal)

(Authorized signing officer _____ Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION

Notice of Award

Date: _____

Project: North Providence Pressure Control Project

Owner: Smithfield Water Supply Board

Owner's Contract No.:

Contract:

Engineer's Project No.: 03066.62

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

64 Farnum Pike, Smithfield, RI 02917

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

SECTION 00 52 00 – AGREEMENT

THIS AGREEMENT is by and between TOWN OF SMITHFIELD and
(Owner)
_____ of _____
(Contractor) (Town/City) (State)

made on this _____ day of _____, 2015.

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

PART 1 – WORK

- 1.1 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows:
 - A. The work identified in the Contract Documents includes _____

PART 2 – THE PROJECT

- 2.1 The project for which the Work under the Contract Documents in its entirety is referred to as the **North Providence Pressure Control Project**

PART 3 – THE ENGINEER

- 3.1 The Project has been designed by Pare Corporation (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 4 – CONTRACT TIME

- 4.1 All time limits for Milestone, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

PART 5 – CONTRACT PRICE

- 5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds at the unit prices stated in Contractor’s Bid, attached hereto as an exhibit.

PART 6 – PAYMENT PROCEDURES

- 6.1 CONTRACTOR shall submit Applications for Payment in accordance with the Schedule of Values approved by the Engineer or OWNER’s Representative. All unit price quantities shall be agreed upon by the Contractor’s onsite representative and the Owner’s onsite representative prior to formal submission.

- 6.2 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by the Engineer on or about the first (1st) day of each month during performance of work as provided in Paragraph 6.3 below. All such payments will be measured by the Schedule of Values.
- 6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the specification, OWNER shall pay the remainder of the Contract Price as authorized by the Town Manager.

PART 7 – INTEREST

- 7.1 All moneys not paid when due shall not bear any interest, but payment shall be expedited to CONTRACTOR and be paid no later than the next payment due from an Application for Payment.

PART 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 8.1. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, and locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 8.2. CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
- 8.3. CONTRACTOR has given the ENGINEER written notice of all conflicts, errors and discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to CONTRACTOR.

PART 9 – CONTRACT DOCUMENTS

- 9.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- A. This agreement (Section 00 52 00 - pages 1 to 6, inclusive).
 - B. Bid Security Bond
 - C. Performance Bonds
 - D. EJCDC General Conditions
 - E. Supplementary Conditions
 - F. Liability Insurance Certification
 - G. Notice of Award.
 - H. Specifications as listed in the table of contents of the Project Manual.

- 9.2 Addenda
- 9.3 Exhibits, Appendices and attachments associated with this Agreement:
 - (a) CONTRACTOR'S Bid (Section 00 41 43)
- 9.4 Documentation submitted by CONTRACTOR prior to Notice of Award. (BID ADDENDUM, etc.)
- 9.5 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Part 9. The Contract Documents may only be altered, amended or repealed by mutual agreement between the CONTRACTOR and the OWNER.

PART 10 - MISCELLANEOUS

- 10.1 Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto, without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.2 Successors and Assigns: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.3 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

North Providence Pressure Control Project Smithfield Road and Cavalry Drive

North Providence and Smithfield, Rhode Island

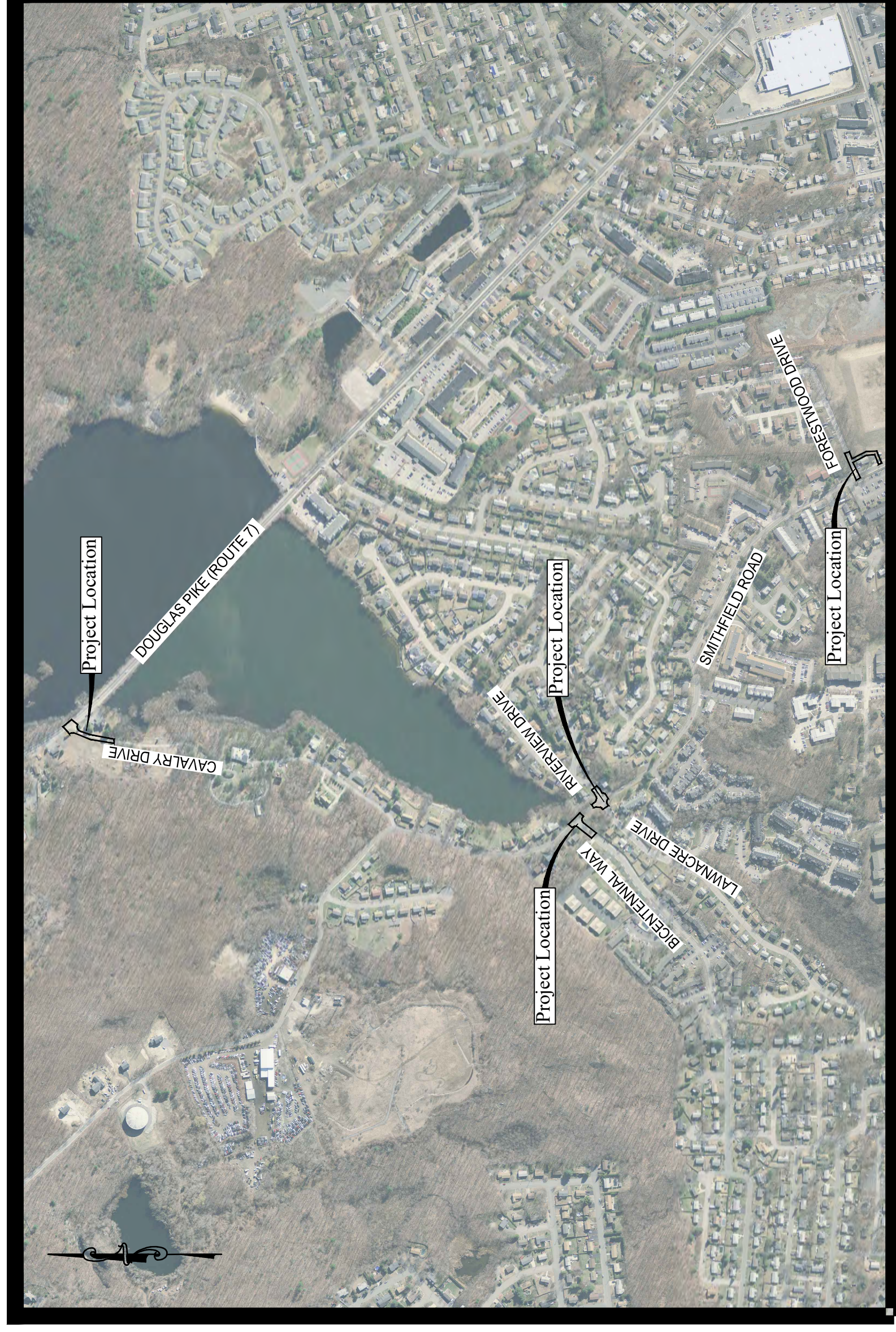
Pare Project 03066.62

Prepared For
SMITHFIELD WATER SUPPLY BOARD
DEPARTMENT OF PUBLIC WORKS
3 SPRAGUEVILLE ROAD
SMITHFIELD, RI 02817

Prepared By



PARE CORPORATION
ENGINEERS - SCIENTISTS - PLANNERS
8 BRADSTONE VALLEY PLACE
LINCOLN, RI 02885
401.334-4100
2024-2025
300.950.5755
14 HERBIA ROAD, SUITE 28
HOUSTON, TX 77060
409.267.2468



Locus Plan
SCALE: 1"=400'

90% SUBMISSION
FEBRUARY 2023

Index of Drawings

Sheet No.	Dwg. No.	Description
1	-	COVER SHEET
2	C1.1	NOTES & LEGEND
3	C2.1	SITE PLAN BICENTENNIAL WAY
4	C2.2	SITE PLAN RIVERVIEW DRIVE
5	C2.3	SITE PLAN FORESTWOOD DRIVE
6	C2.4	SITE PLAN CAVALRY DRIVE
7	C3.1	RESTORATION PLAN BICENTENNIAL WAY
8	C3.2	RESTORATION PLAN RIVERVIEW DRIVE
9	C3.3	RESTORATION PLAN FORESTWOOD DRIVE
10	C3.4	RESTORATION PLAN CAVALRY DRIVE
11 - 14	C4.1 - C4.4	DETAILS 1 - 4
15	C5.1	TEMPORARY TRAFFIC CONTROL PLAN
16	E1.1	ELECTRICAL NOTES
17	E1.2	ELECTRICAL SITE PLANS
18	E1.3	ELECTRICAL DETAILS

PROJECT DESCRIPTION

THE PRIMARY WORK OF THIS PROJECT INCLUDES THE INSTALLATION OF PRESSURE REDUCING VALVES (PRV) FOR PRESSURE CONTROL ALONG SMITHFIELD ROAD IN NORTH PROVIDENCE AND THE INSTALLATION OF NEW WATER MAIN TO CLOSE THE LOOP ON TWO DEAD ENDS IN THE SYSTEM ON CAVALRY DRIVE AND DOUGLAS PINE IN SMITHFIELD, RI.

GENERAL NOTES

- BASE MAP GPS INFORMATION IS BASED ON RI GIS MAPPING AND SUPPLEMENTAL FIELD SURVEYS PERFORMED BY PARE CORPORATION ON OCTOBER 1 & 4, 2019. IT IS NOTED THAT ADDITIONAL UTILITY STRUCTURES MAY EXIST. PROPERTY LINES AND CONTOURS WERE TAKEN FROM RI GIS AND ARE APPROXIMATE ONLY.
- IN AREAS WHERE CONSTRUCTION ACTIVITIES ARE ANTICIPATED TO OCCUR WITHIN PRIVATE PROPERTY, PROPERTY LINE LOCATIONS ARE TO BE REVIEWED WITH THE SMITHFIELD WATER SUPPLY BOARD PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- NORTH ARROW DIRECTION SHOWN IS APPROXIMATE.
- SOME WATER SERVICE CONNECTIONS MAY NOT BE SHOWN ON THE DRAWINGS. THE OWNER WILL MARK THE LOCATION OF SUCH SERVICES. PROVIDED THE CONTRACTOR GIVES THE OWNER AT LEAST ONE WEEK ADVANCE NOTICE.
- ALL EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES.
- CONTRACTOR SHALL NOTIFY "DUGSAFE", THE SMITHFIELD WATER SUPPLY BOARD, THE TOWN OF NORTH PROVIDENCE, AND ANY UTILITY COMPANIES IN THE AREA WHICH INCLUDE "DUGSAFE" PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND ADHERE TO ALL REGULATIONS AND ORDINANCES OF THE UTILITIES INVOLVED. NOTIFICATIONS SHALL BE MADE AT LEAST 72 HOURS IN ADVANCE, EXCLUDING WEEKENDS AND HOLIDAYS, PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
- THE WORK SHOWN ON THESE DRAWINGS AND ALL OTHER INCIDENTAL WORK REQUIRED TO COMPLETE THIS PROJECT SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (BLUE BOOK) OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION (RDOT) WHERE APPLICABLE.
- THE CONTRACTOR SHALL RESTORE ALL PUBLIC AND PRIVATE PROPERTY TO ITS PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS TO TAKE SPECIAL CARE NOT TO DAMAGE TREES, BUSHES, PLANTS, FLOWERS, STONEWALLS, FENCES, ETC. WITHIN THE CONSTRUCTION AREA. CONTRACTOR SHALL REPLACE, AT NO COST TO OWNER, ALL DAMAGED ITEMS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND PAY FOR ALL REQUIRED PERMITS, POST REQUIRED BONDS, AND SUPPLY THE NECESSARY NOTICES, REGARDING CONSTRUCTION, UTILITIES, AND INCIDENTAL WORK WITH THE OWNER AND APPLICABLE UTILITY COMPANIES.
- ALL EXISTING UTILITY LINES ENCOUNTERED DURING CONSTRUCTION ARE TO REMAIN IN SERVICE. THE CONTRACTOR SHALL REPAIR ANY EXISTING SEWERS, STORM DRAIN LINES, GAS MAINS, ELECTRICAL LINES, TRAFFIC SIGNALS, OR CULVERTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT OF DAMAGE TO EXISTING UTILITIES, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY AND WILL BE RESPONSIBLE FOR CONTACTING THE AGENCY RESPONSIBLE FOR THE UTILITIES INVOLVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PRIOR APPROVAL OF THESE AGENCIES. THE CONTRACTOR SHALL ALLOW THE UTILITY COMPANY TO REPAIR THE DAMAGED UTILITY AND SHALL BE RESPONSIBLE TO RESOLVE COST OF REPAIR WITH UTILITY COMPANY. SHOULD THE UTILITY COMPANY ALLOW CONTRACTOR TO PERFORM REPAIR, THE CONTRACTOR SHALL ALLOW THE UTILITY AGENCIES THE OPPORTUNITY TO INSPECT THE REPAIRED FACILITIES PRIOR TO ANY BACKFILL OR CONCEALMENT.
- IN THOSE INSTANCES WHERE UTILITY POLE SUPPORT IS REQUIRED, THE CONTRACTOR SHALL PROVIDE A MINIMUM 48-HOUR NOTIFICATION TO THE RESPECTIVE UTILITY COMPANY. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR TEMPORARY BRACING OF UTILITIES.
- ALL STRUCTURES AND PIPELINES LOCATED ADJACENT TO THE TRENCH EXCAVATION SHALL BE PROTECTED AND FIRMLY SUPPORTED BY THE CONTRACTOR UNTIL THE EXCAVATION IS COMPLETED. DAMAGE TO ANY STRUCTURE CAUSED BY OR RESULTING FROM THE CONSTRUCTION OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. UTILITIES REQUIRING REPAIR, RELOCATION, OR ADJUSTMENT AS A RESULT OF THE PROJECT SHALL BE COORDINATED THROUGH THE RESPECTIVE UTILITY AND THE TOWN.
- CONTRACTOR SHALL REMOVE AND REPLACE, OR REPAIR, ALL CURBS, SIDEWALKS, PAVEMENT, AND OTHER ITEMS DAMAGED BY THEIR CONSTRUCTION ACTIVITIES TO AT LEAST THEIR ORIGINAL CONDITION, AND TO THE SATISFACTION OF THE TOWN, THE OWNER, AND THE ENGINEER.
- ANY TRAFFIC SIGNAL EQUIPMENT (LIGHTS, CONDUITS, LOOP DETECTORS) DISTURBED SHALL BE REPLACED OR REPAIRED TO PRE-CONSTRUCTION CONDITION OR BETTER BY THE CONTRACTOR AS DIRECTED BY THE TOWN, THE OWNER, OR ENGINEER AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES AS NECESSARY AND IN ACCORDANCE WITH THE MOST RECENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL BE REQUIRED TO FURNISH AND MAINTAIN A TELEPHONE NUMBER WHERE THE CONTRACTOR CAN BE REACHED 24 HOURS A DAY, 7 DAYS A WEEK.
- DO NOT SCALE DRAWINGS UNLESS OTHERWISE NOTED. WRITTEN DIMENSIONS SHALL PREVAIL. REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL GOVERN.
- THE CONTRACTORS SHALL MAINTAIN A SET OF FIELD RECORD DRAWINGS DURING PROGRESSION OF THE PROJECT TO BE UPDATED ON A DAILY BASIS AND SHALL BE SUBMITTED TO THE OWNER AT COMPLETION OF THE PROJECT. FINAL RECORD DRAWINGS WILL BE PREPARED BY THE CONTRACTOR.
- NORMAL WORKING HOURS SHALL BE BETWEEN 7AM AND 4PM, MONDAY THROUGH FRIDAY. NON-HOLIDAYS. WORK OUTSIDE OF THESE HOURS SHALL BE REQUESTED IN ADVANCE IN WRITING AND APPROVED BY THE TOWN, THE OWNER, AND ENGINEER.
- ALL PAVED SURFACES SHALL BE SWEEPED CLEAN AT THE END OF EACH WORK DAY.
- THE CONTRACTOR SHALL BE REQUIRED TO PAVE UTILITY TRENCHES WEEKLY (MINIMUM), ON FRIDAYS, IN ADVANCE OF INCLEMENT WEATHER, OR AS DIRECTED BY THE ENGINEER OR THE TOWN.
- THE CONTRACTOR SHALL NOT STORE ANY APPARATUS, MATERIALS, SUPPLIES, OR EQUIPMENT ON PRIVATE PROPERTY.

EROSION CONTROL NOTES

- SEDIMENT CONTROL BARRIERS ARE TO BE INSTALLED BY THE CONTRACTOR AS SHOWN ON THE DRAWINGS AND PER THE DETAILS PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK IN THOSE AREAS. CONTRACTOR SHALL ALSO PROVIDE TEMPORARY SEDIMENT PROTECTION AS SHOWN ON THE DETAILS FOR ALL EXISTING CATCH BASIN OR DRAINAGE INLET STRUCTURES ALONG THE ROUTE OF THE WATER MAIN CONSTRUCTION.
- ALL CONSTRUCTION-PHASE EROSION CONTROLS SHALL BE INSPECTED BY THE CONTRACTOR AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN NINE (9) HOURS AFTER EACH EVENING RAINFALL EVENT. THESE INSPECTIONS SHALL BE LIMITED TO THE 24-HOUR PERIOD. THE CONTRACTOR SHALL NOTE AREAS OF EROSION AND SEDIMENT MIGRATION, AS WELL AS THE CONDITION AND EFFECTIVENESS OF THE STORMWATER CONTROLS.
- ACCUMULATED SEDIMENTS SHALL BE EXCAVATED AND BE PROPERLY DISPOSED WHEN THE HEIGHT OF THE SEDIMENT EXCEEDS ONE HALF (1/2) THE HEIGHT OF THE FILTER SOCKS.
- FILTER SOCKS/ SILT SACKS SHALL BE REPLACED EVERY SIX (6) MONTHS, AT A MINIMUM, AND MORE FREQUENTLY IF NECESSARY. ANY DAMAGED FILTER SOCKS/ SILT SACKS SHALL BE PROMPTLY REPLACED.
- UPON COMPLETION OF EARTHWORK OUTSIDE OF THE PAVED LIMITS, PERMANENT VEGETATION SHALL BE RE-ESTABLISHED.
- UPON COMPLETION OF THE PROJECT AND PERMANENT STABILIZATION OF THE GROUND SURFACE, ALL SEDIMENT CONTROL BARRIERS SHALL BE REMOVED SO AS NOT TO IMPEDE STORM FLOW OR DRAINAGE AND DISPOSED OF IN AN APPROPRIATE FASHION.

WATER MAIN & SERVICE INSTALLATION NOTES

- GENERAL CONTRACTOR IS REQUIRED TO PROVIDE UNINTERRUPTED WATER SERVICE DURING CONSTRUCTION. IF A WATER SHUTDOWN IS REQUIRED, THE SHUTDOWN SHALL BE NO LONGER THAN EIGHT (8) HOURS AND SHALL BE COORDINATED WITH SWISB AND THE TOWNS OF SMITHFIELD AND NORTH PROVIDENCE NO LESS THAN 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, DISINFECTION, TESTING, MAINTENANCE, AND BREAKDOWN TO MAINTAIN WATER SERVICE TO THE BUILDINGS AS NEEDED DURING CONSTRUCTION. START-UP, AND TESTING. THE CONTRACTOR SHALL WORK WITH THE LOCAL FIRE DEPARTMENT FOR THE USE OF TEMPORARY HYDRANTS. A TESTABLE DOUBLE-CHECK BACKFLOW PREVENTER SHALL BE USED ON ALL BYPASS PIPING.
- COVER, NEW WATER MAINS AND SERVICES SHALL BE INSTALLED AT A MINIMUM OF 5 FEET FROM FINISHED GRADE, UNLESS OTHERWISE NOTED ON THE PLANS. WHERE NECESSARY, NEW WATER MAINS SHALL BE INSTALLED AT A GREATER DEPTH TO CLEAR OBSTACLES SHOWN ON THE DRAWING AT NO ADDITIONAL COST TO THE OWNER. NEW WATER SERVICES CONNECTING TO EXISTING WATER SERVICES LESS THAN 5 FEET DEEP SHALL BE INSULATED.
- BACKFILL: BACKFILL SHALL BE PLACED IN UNIFORM LAYERS AND BE THOROUGHLY COMPACTED BY TAMPING OR VIBRATING WITH MECHANICAL COMPACTING EQUIPMENT. IMPORTED PORTLAND CEMENT BEDDING SHALL BE REQUIRED TO A DEPTH OF 6 INCHES BELOW THE BOTTOM OF THE PIPE TO A MINIMUM OF 12 INCHES ABOVE THE PIPE. FOR THE PORTION ABOVE THE PIPE BEDDING, BACKFILL SHALL BE SUITABLE MATERIAL FROM THE EXCAVATION OR, IF ORDERED BY THE ENGINEER, SHALL BE BANK-FORM GRAVEL, PROCESSED GRAVEL, OR CRUSHED STONE. UNSUITABLE MATERIALS (I.E., PEAT, CLAY, ORGANIC MATTER, DEBRIS) SHALL BE REMOVED OFF-SITE FOR DISPOSAL.
- EXISTING SERVICES: EXISTING SERVICES SHALL NOT BE CONNECTED TO THE PROPOSED WATER MAIN UNTIL SATISFACTORY PRESSURE TEST AND DISINFECTION RESULTS HAVE BEEN RECEIVED BY THE ENGINEER AND APPROVED BY THE OWNER. ALL EXISTING ACTIVE WATER SERVICES SHALL BE CONNECTED TO THE PROPOSED WATER MAIN. NEW SERVICES SHALL RUN FROM THE MAIN TO THE LOCATION OF THE EXISTING CURB STOP (AT MINIMUM), REPLACE EXISTING CURB STOP AND CONNECT TO EXISTING WATER SERVICE AT THE PROPERTY LINE. EXISTING WATER MAINS OR SERVICES SHALL NOT BE ABANDONED WITHOUT THE APPROVAL OF THE OWNER.
- EXISTING UTILITIES EXCEPT WHERE OTHERWISE DIRECTED, 18 INCHES MINIMUM VERTICAL SEPARATION SHALL BE PROVIDED WHERE NEW WATER MAINS CROSS EXISTING UTILITIES. WHERE NEW MAINS CROSS UNDER UTILITIES, IT SHALL CROSS WITHOUT THE USE OF BENDS UNLESS OTHERWISE NOTED.
- TEST PITS: TEST PITS TO LOCATE EXISTING UTILITIES MAY BE ORDERED BY THE ENGINEER TO DETERMINE WHETHER TO RAISE OR LOWER THE PROPOSED WATER MAIN TO CLEAR EXISTING UTILITIES OR TO MEET EXISTING WATER MAINS.
- SERVICE DECOMMISSIONING: CLOSE-OPEN CURB STOP, AS DIRECTED BY ENGINEER, AND REMOVE BOX. ABANDONED SERVICE PIPE SHALL BE CAPPED AT THE PROPERTY LINE AND AT THE WATER MAIN.
- VALVE DECOMMISSIONING: CLOSE-OPEN VALVE, AS DIRECTED BY ENGINEER, REMOVE AND LEGALLY DISPOSE OF GATE BOX, FILL HOLE, AND PAVE ACCORDING TO TYPICAL TRENCH DETAIL.
- HYDRANT DECOMMISSIONING: CUT AND CAP HYDRANT LATERAL, DECOMMISSION HYDRANT VALVE, REMOVE AND LEGALLY DISPOSE OF EXISTING HYDRANT ASSEMBLY, BACKFILL AND COMPACT HOLES, AND PAVE ACCORDING TO TYPICAL TRENCH DETAIL OR RESTORE LANDSCAPING TO MATCH ADJACENT AREAS AT NO EXPENSE TO THE OWNER.
- OPENING OR CLOSING VALVES: THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES OR HYDRANTS WHICH HOLD WATER IN THE SYSTEM. THE OWNER WILL, ON 48 HOURS NOTICE FROM THE CONTRACTOR, OPEN AND/OR CLOSE ANY VALVES OR HYDRANTS REQUIRED FOR DRAINING OR ADMITTING WATER TO VARIOUS SECTIONS OF THE WATER MAINS.
- DISINFECTION: ALL NEW WATER MAINS SHALL BE FLUSHED AND DISINFECTED IN ACCORDANCE WITH AWWA C651. LATEST REVISION, AND SHALL BE PERFORMED IN THE PRESENCE OF ENGINEER AND OWNER. FORM OF CHLORINE USED FOR DISINFECTION SHALL BE APPROVED BY ENGINEER.
- PRESSURE TESTING: ALL NEW WATER MAIN SHALL BE SUBJECT TO PRESSURE AND LEAKAGE TESTING PER AWWA C600. LATEST REVISION. PRESSURE TEST SHALL BE 1.5 TIMES THE NORMAL PRESSURE, BUT NO LESS THAN 150 PSI FOR 2 HOURS.
- EXISTING WATER MAINS TO BE ABANDONED SHALL BE FILLED WITH CELLULAR CONCRETE. ACCESS LOCATIONS SHALL BE LIMITED TO ONE EVERY 2000 LINEAR FEET, OR GREATER, DISTURBANCE OF EXISTING PAVEMENT (WHICH WILL REMAIN) SHALL BE MINIMIZED TO THE EXTENT POSSIBLE.

ENVIRONMENTAL NOTES

- BORING BA-22 CONTAINS THE FOLLOWING RIDEW METHOD 1 RESIDENTIAL DIRECT EXPOSURE CRITERIA EXCEEDANCES:
 - BENZ(a)PYRENE
 - BENZO(b)FLUORANTHENE
 - CHRYSENE

GAS MAIN NOTES

RIE POLICY REQUIREMENTS

- CONTRACTOR SHALL FOLLOW THE GUIDELINES LISTED IN RI ENERGY'S "GUIDELINES FOR WORKING AROUND GAS UTILITIES". DOCUMENT ATTACHED.
- DEPTH OF GAS FACILITIES ARE UNKNOWN AND COULD BE SHALLOW. USE CAUTION WHEN WORKING IN THE VICINITY OF ANY GAS FACILITY, HAND DIGGING ONLY.
- RI ENERGY REQUIRES A MINIMUM OF ONE FOOT OF SEPARATION BETWEEN CROSSING UTILITIES AND EXISTING GAS FACILITIES.
- RI ENERGY REQUIRES A MINIMUM OF THREE FEET OF SEPARATION BETWEEN THE GAS MAIN AND THE PARALLEL FACILITY FOR STEEL AND PLASTIC GAS MAINS. FOR CAST IRON GAS MAIN SEE LINE ITEM FOR ENCROACHMENT GUIDELINES.
- AT A PROPOSED UTILITY AND CRITICAL GAS MAIN CROSSING, A RI ENERGY GAS DAMAGE PREVENTION INSPECTOR MUST BE ON SITE WHEN CROSSING. CALL ED SOUZA AT 401-283-9159 OR JEFF CASSEL AT 508-468-7217.
- IF A GAS MAIN IS EXPOSED OR GOING TO BE EXPOSED CALL RI ENERGY DISPATCH AT 877-304-1203 FOR AN INSPECTOR TO BE DISPATCHED TO THE SITE TO INSPECT THE LINE BEFORE BACKFILL.
- IF A GAS MAIN OR GAS MAIN COATING IS DAMAGED, CALL RI ENERGY DISPATCH OFFICE AT 877-304-1203 FOR AN INSPECTOR TO BE DISPATCHED TO THE SITE FOR REPAIR BEFORE BACKFILL.

- FOR ANY EXPOSED GAS FACILITY, PROVIDE BACKFILL MATERIALS AND COMPACT THE BACKFILL MATERIALS IN ACCORDANCE WITH RI ENERGY'S "GUIDELINES FOR BACKFILL AND COMPACTION AROUND GAS PIPES". DOCUMENT (DWG NO. CNST-6045) ATTACHED.
- WHEN CROSSING OR EXPOSING A STEEL OR PLASTIC GAS FACILITY SUPPORT MAY BE REQUIRED. FOLLOW THE GUIDELINES LISTED AND ILLUSTRATED IN RI ENERGY'S "SUPPORT REQUIREMENTS FOR EXPOSED & UNDERMINED STEEL OR PLASTIC GAS FACILITIES". DOCUMENT (DWG NO. CNST-6045) ATTACHED.
- ALL GAS VALVE BOXES SHALL BE ADJUSTED TO THE NEW ROAD/SIDEWALK SURFACE. VALVE BOXES, IF REQUIRED FOR REPLACEMENT, CAN BE OBTAINED AT RI ENERGY'S PROVIDENCE LOCATION, 277 DEXTER STREET, PROVIDENCE, RI OR RI ENERGY'S LINCOLN FACILITY, 642 GEORGE WASHINGTON HIGHWAY, LINCOLN, RI (QUANTITIES 5 OR LESS). CONTRACTOR SHALL FOLLOW THE GUIDELINES LISTED IN RI ENERGY'S "GUIDELINES FOR WORKING AROUND CORROSION CONTROL SYSTEM COMPONENTS". DOCUMENT ATTACHED.
- DUE TO SYSTEM RELIABILITY AND PUBLIC SAFETY CONCERNS, IT IS RI ENERGY'S PRACTICE TO RESTRICT ALL CONSTRUCTION WORK ON OR NEAR GAS FACILITIES BETWEEN NOVEMBER 15TH AND APRIL 15TH. ALL SCHEDULED WORK SHOULD BE COMPLETED BETWEEN APRIL 15TH AND NOVEMBER 15TH. AS GAS USAGE PEAK DURING THE MONTHS OF DECEMBER TO MARCH DRIVEN BY HEATING NEEDS, RI ENERGY'S PRIORITY IS TO PROVIDE OUR CUSTOMERS WITH SAFE AND RELIABLE GAS SERVICE. ANY WORK ON OR NEAR THE GAS FACILITY WILL EXPOSE OUR CUSTOMERS TO UNNECESSARY RISK. EXCEPTIONS WILL BE CONSIDERED ON A CASE BY CASE BASIS. APPROVALS FROM GAS CONTROL, OPERATIONAL ENGINEERING, AND PROJECT ENGINEERING WILL BE REQUIRED FOR THESE CASES.
- FOR A GAS LEAK CALL 800-640-1956.
- FOR A DAMAGED GAS FACILITY CALL 800-970-1684.

CONDUIT INSTALLS

- RI ENERGY REQUIRES A ONE FOOT SEPARATION BETWEEN A PROPOSED CONDUIT AND ANY GAS FACILITY.
- RI ENERGY DOES NOT ALLOW THE USE OF GRINDING WHEEL TYPE TRENCHERS OVER ANY GAS FACILITY. HAND DIGGING ONLY IN THESE AREAS.
- IF IT IS NECESSARY TO GO UNDER OUR FACILITY AND OUR FACILITY IS 4", 6" OR 8" CAST IRON THEN ENCROACHMENT BECOMES AN ISSUE. IN ORDER TO AVOID AN ENCROACHMENT AND AVOID THE MAIN SECTION BEING RE-PLACED KEEP THE TRENCH WIDTH FOR 4" CAST IRON TO LESS THAN 2" WIDE AND FOR 6" CAST IRON TO LESS THAN 4" WIDE AND FOR 8" CAST IRON TO LESS THAN 5" WIDE. 95% COMPACTION OF THE SOIL BELOW A CAST IRON IS ALWAYS REQUIRED AND PROPER BACKFILL IN ACCORDANCE WITH OUR BACKFILL AND COMPACTION AROUND GAS MAINS DOCUMENT. IF AN ENCROACHMENT IS SUSPECTED PLEASE CALL ED SOUZA AT 401-283-9159 OR JEFF CASSEL AT 508-468-7217.

LEGEND

EXISTING

	HYDRANT
	CATCH BASIN (CB)
	TELECOM MANHOLE (TMH)
	DRAINAGE MANHOLE (DMH)
	WATER VALVE
	WATER SHUTOFF
	VERTICAL GRANITE CURB (VGC)
	EDGE OF PAVEMENT (EOP)
	PROPERTY LINE
	CHAIN LINK FENCE
	WOODEN FENCE
	ACCOMP ASPHALT-COATED CORRUGATED METAL PIPE
	DEPTH TO INVERT
	DUCTILE IRON
	CAST IRON
	CEMENT LINED
	CORRUGATED PLASTIC
	EDGE OF PAVEMENT
	REINFORCED CONCRETE PIPE
	CORRUGATED METAL PIPE
	GALVANIZED STEEL
	PLASTIC
	POLYETHYLENE (PE)
	POLYPROPYLENE (PP)
	YELLOW PLASTIC
	WATER
	DRAIN
	BITUMINOUS CONCRETE
	TYPICAL
	SINGLE WHITE LINE
	DOUBLE YELLOW LINE
	UTILITY POLE (UP)
	GUY WIRE / GUY POLE
	PIPE DIAMETER
	WATER MAIN
	DRAIN LINE
	SEWER LINE
	GAS LINE
	OVERHEAD WIRE
	DECIDUOUS TREE
	SIGN
	TREE LINE
	STONE WALL
	CONTOUR

PROPOSED

	WATER MAIN
	TEMPORARY BYPASS
	TEMPORARY HYDRANT
	HYDRANT
	GATE VALVE
	END CAP
	CURB STOP
	REDUCER
	TEST PIT
	SEDIMENTATION CONTROLS
	PROBE
	PROBE NON-REFUSAL
	PROBE REFUSAL
	WATER DEPTH
	SAWCUT LINE

PROJECT NO.: 03066.02

DATE: FEBRUARY 2023

SCALE: AS NOTED

CHECKED BY: MWS

DRAWN BY: PBG

APPROVED BY: AWB

DRAWING TITLE: PBG

DRAWING TITLE:

NOTES & LEGEND

DRAWING NO.: C1.1

SHEET NO.: 2 OF 18

Smithfield Water Supply Board
North Providence Pressure Control Project
North Providence and Smithfield, Rhode Island

SCALE ADJUSTMENT GUIDE
1" = 10'
BAR IS ONE INCH ON ORIGINAL DRAWING



90% SUBMISSION

Preliminary
02/15/2023 2:35:31 PM



SCALE ADJUSTMENT GUIDE
 0' 1"
 BASIS ONE INCH ON
 ORIGINAL DRAWING

Smithfield Water Supply Board
 North Providence Pressure Control Project
 North Providence and Smithfield, Rhode Island

PROJECT NO.:	03066.62
DATE:	FEBRUARY 2023
SCALE:	AS NOTED
DESIGNED BY:	MWS
CHECKED BY:	PBG
DRAWN BY:	AWB
APPROVED BY:	PBG
DRAWING TITLE:	

SITE PLAN
 BICENTENNIAL WAY
 DRAWING NO.: **C2.1**
 SHEET NO. 3 OF 18



SITE PLAN - BICENTENNIAL WAY
 SCALE: 1" = 10'

Preliminary
 02/15/2023 2:35:31 PM

Scale: 1"=10'

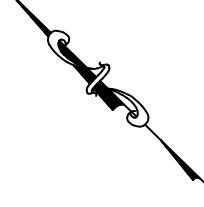
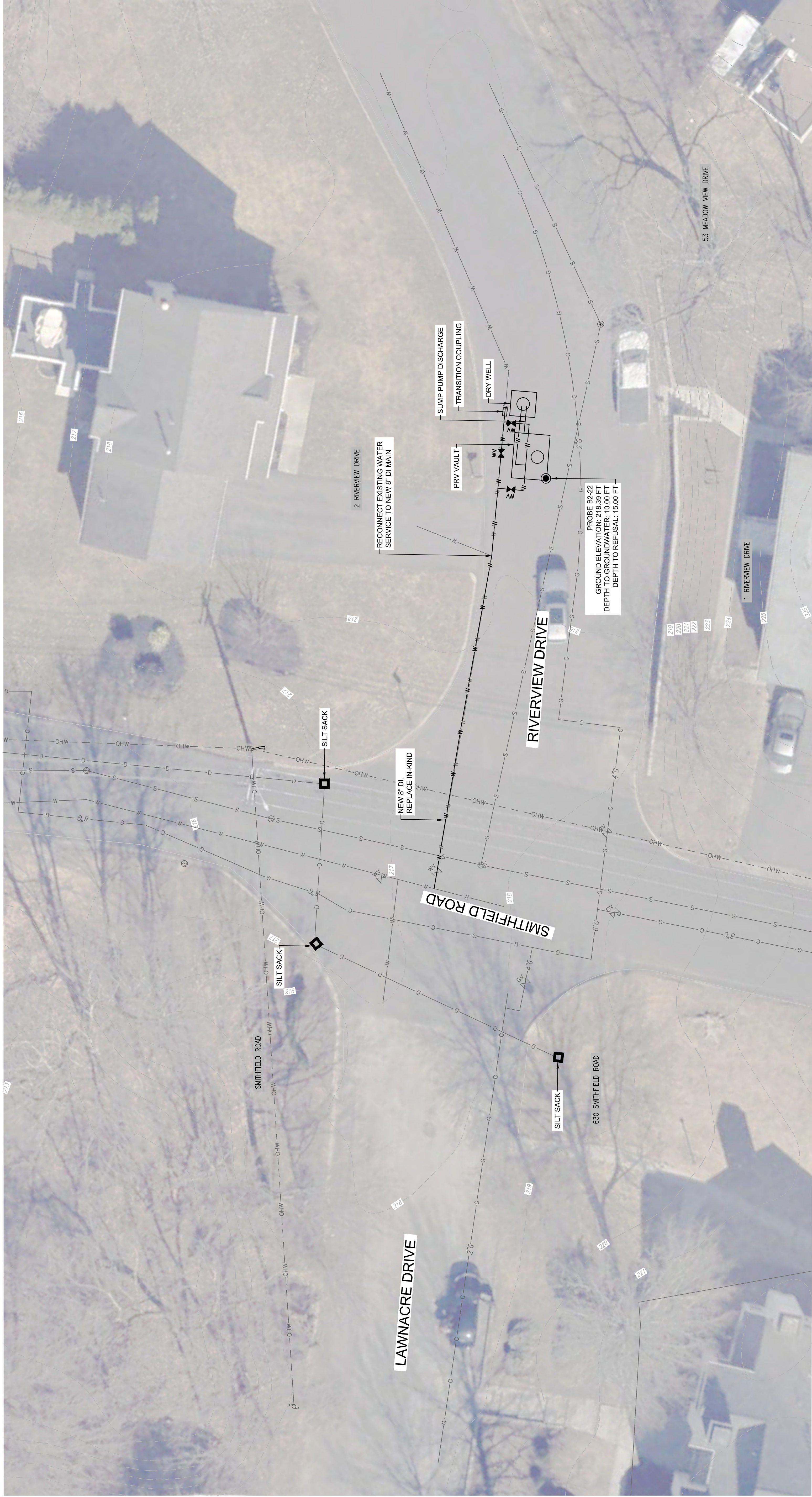
90% SUBMISSION

REVISIONS:

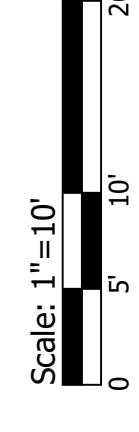
PROJECT NO.: 03066.62
 DATE: FEBRUARY 2023
 SCALE: AS NOTED
 DESIGNED BY: MWS
 CHECKED BY: PBG
 DRAWN BY: AWB
 APPROVED BY: PBG
 DRAWING TITLE:

SITE PLAN
 RIVERVIEW DRIVE

DRAWING NO.: C2.2
 SHEET NO. 4 OF 18

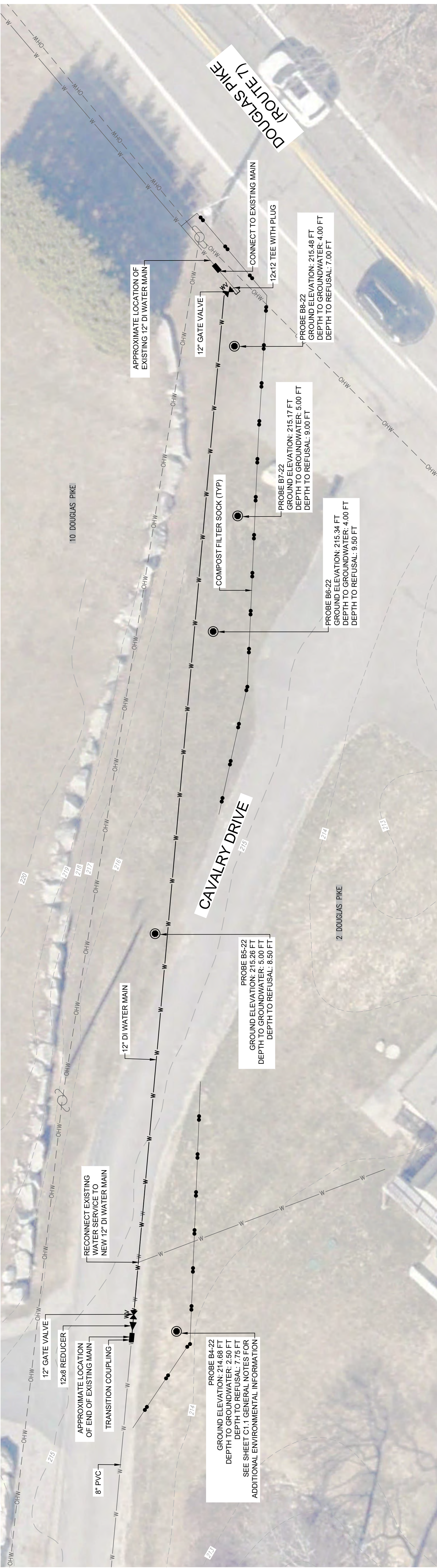


SITE PLAN - RIVERVIEW DRIVE
 SCALE: 1" = 10'

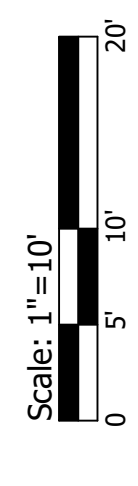


Preliminary
 02/15/2023 2:35:31 PM

90% SUBMISSION



SITE PLAN - CAVALRY DRIVE
SCALE: 1" = 10'



Preliminary
02/15/2023 2:35:31 PM

90% SUBMISSION

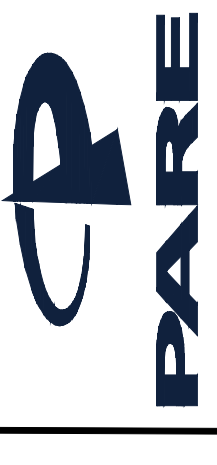


SCALE ADJUSTMENT GUIDE
0' 1'
BASE IS ONE INCH ON
ORIGINAL DRAWING

Smithfield Water Supply Board
North Providence Pressure Control Project
North Providence and Smithfield, Rhode Island

PROJECT NO.:	03066.62
DATE:	FEBRUARY 2023
SCALE:	AS NOTED
DESIGNED BY:	MWS
CHECKED BY:	PBG
DRAWN BY:	AWB
APPROVED BY:	PBG
DRAWING TITLE:	
SITE PLAN CAVALRY DRIVE	
DRAWING NO.:	C2.4
SHEET NO.:	6 OF 18

2:\085103\4441202662_0223 - MWS - Pressure Control Project - 01/20/23\1230_Plan.dwg



SCALE ADJUSTMENT GUIDE
 0' 1" BASIS ONE INCH ON ORIGINAL DRAWING

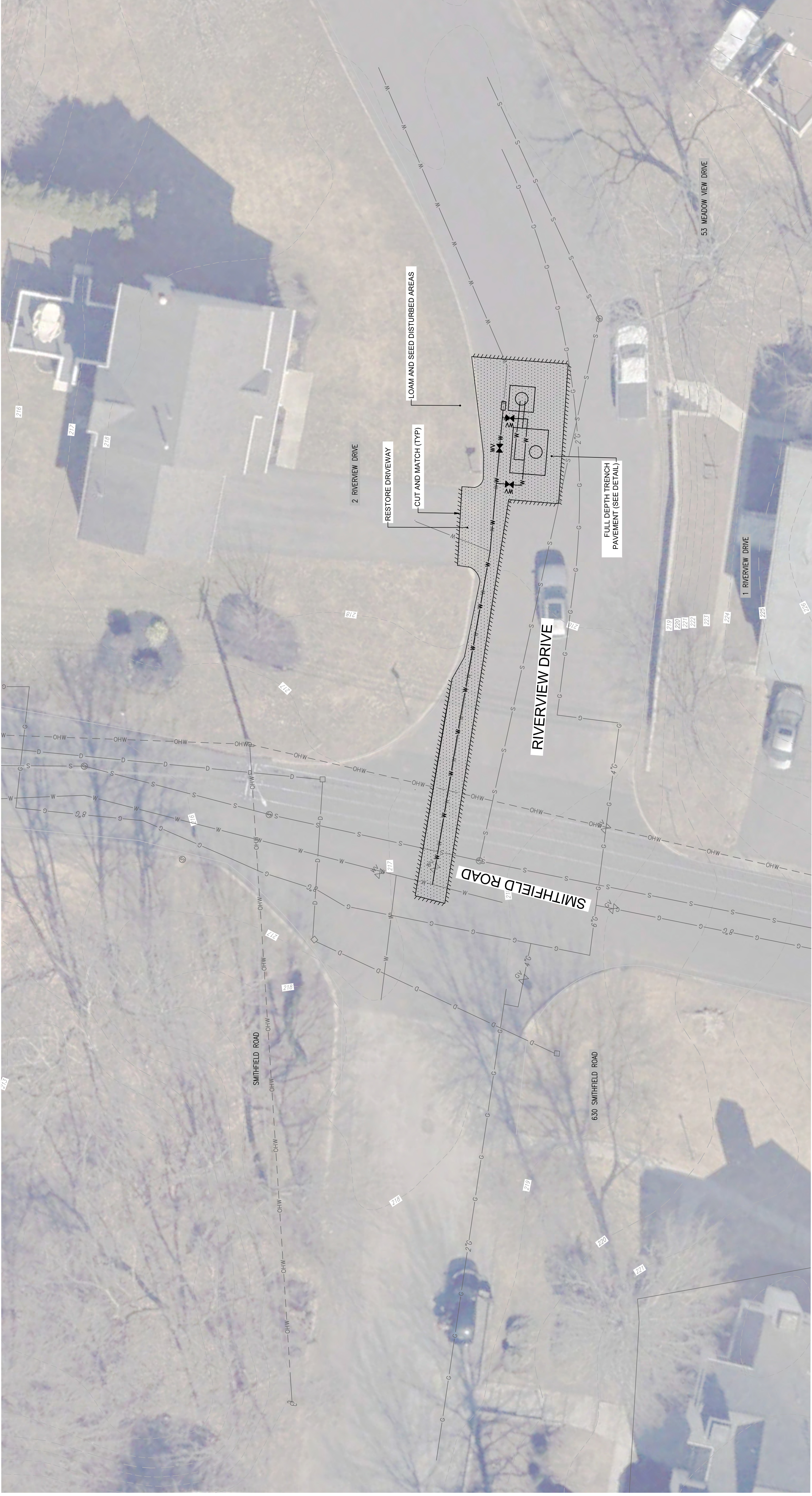
Smithfield Water Supply Board
 North Providence Pressure Control Project
 North Providence and Smithfield, Rhode Island

REVISIONS:

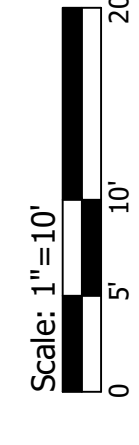
PROJECT NO.: 03066.62
 DATE: FEBRUARY 2023
 SCALE: AS NOTED
 DESIGNED BY: MWS
 CHECKED BY: PBG
 DRAWN BY: AWB
 APPROVED BY: PBG
 DRAWING TITLE:

RESTORATION PLAN
 RIVERVIEW DRIVE

DRAWING NO.: C3.2
 SHEET NO.: 8 OF 18



SITE PLAN - RIVERVIEW DRIVE
 SCALE: 1" = 10'



Preliminary
 02/15/2023 2:35:32 PM

90% SUBMISSION



SCALE ADJUSTMENT GUIDE
 0' 1'
 BASIS ONE INCH ON
 ORIGINAL DRAWING

Smithfield Water Supply Board
 North Providence Pressure Control Project
 North Providence and Smithfield, Rhode Island

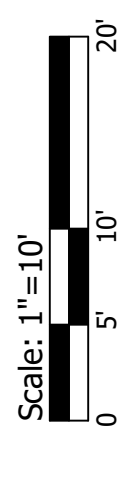
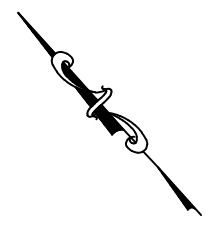
REVISIONS:

PROJECT NO.: 03066.62
 DATE: FEBRUARY 2023
 SCALE: AS NOTED
 DESIGNED BY: MWS
 CHECKED BY: PBG
 DRAWN BY: AWB
 APPROVED BY: PBG
 DRAWING TITLE:

RESTORATION PLAN
 FORESTWOOD DRIVE

DRAWING NO.: C3.3

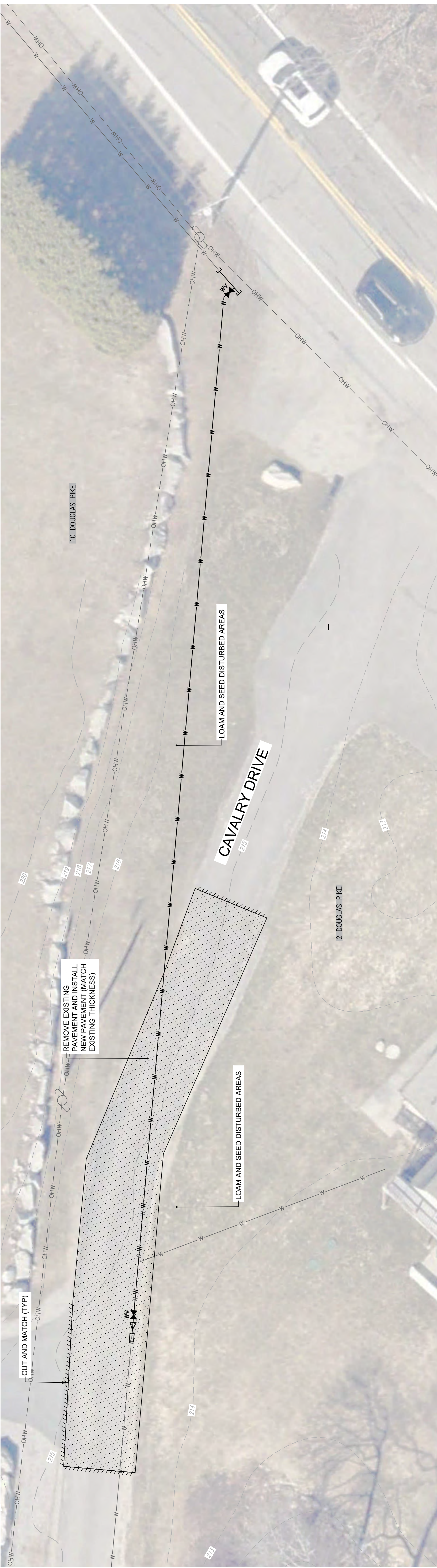
SHEET NO. 9 OF 18



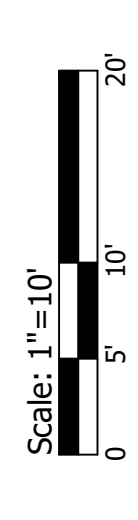
SITE PLAN - FORESTWOOD DRIVE
 SCALE: 1" = 10'

Preliminary
 02/15/2023 2:35:32 PM

90% SUBMISSION

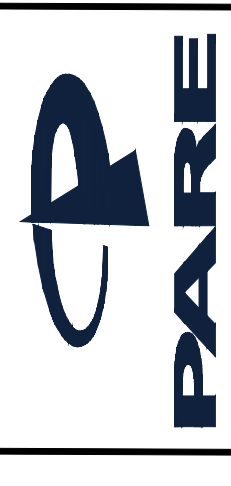


SITE PLAN - CAVALRY DRIVE
SCALE: 1" = 10'



Preliminary
02/15/2023 2:35:32 PM

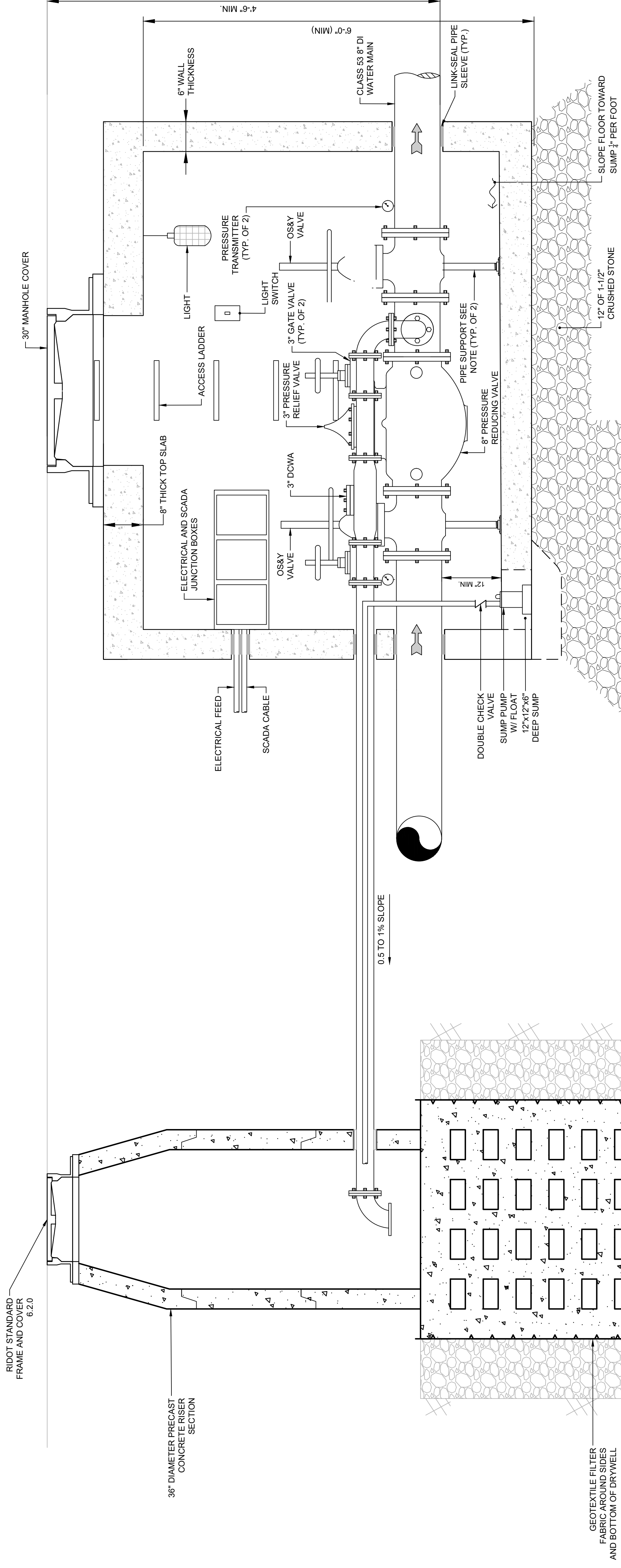
90% SUBMISSION



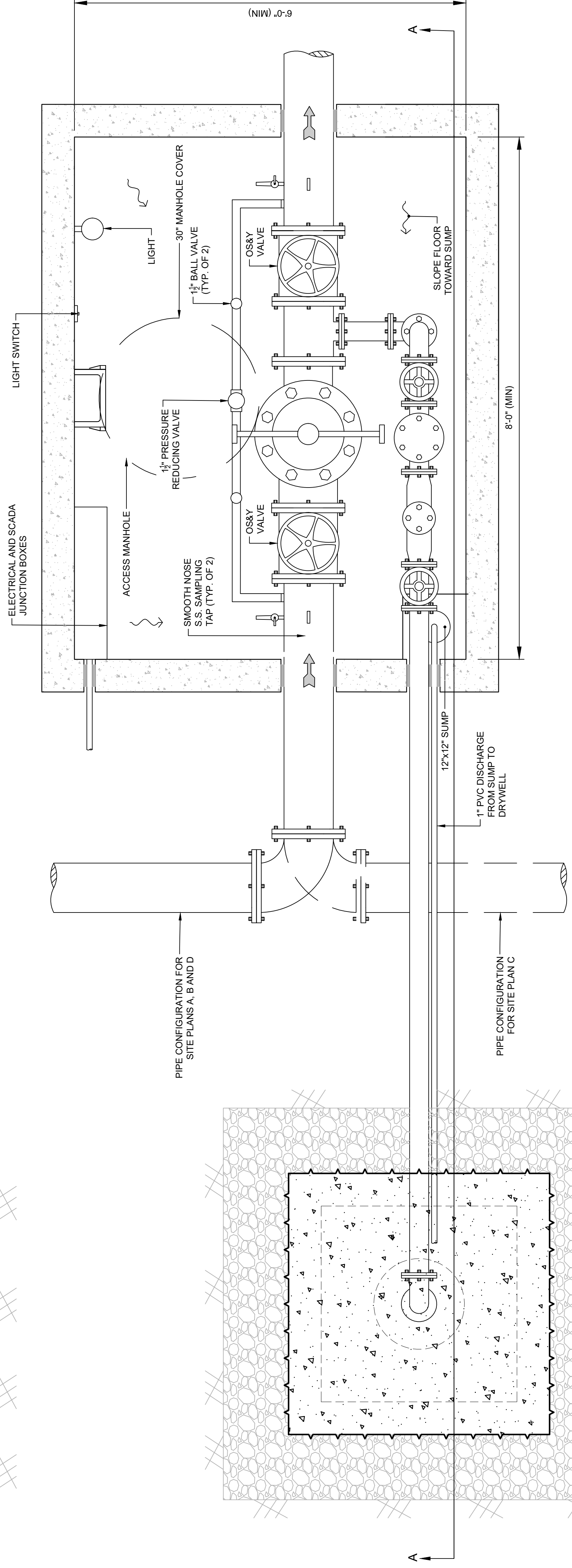
SCALE ADJUSTMENT GUIDE
0" 1"
BASE IS ONE INCH ON
ORIGINAL DRAWING

Smithfield Water Supply Board
North Providence Pressure Control Project
North Providence and Smithfield, Rhode Island

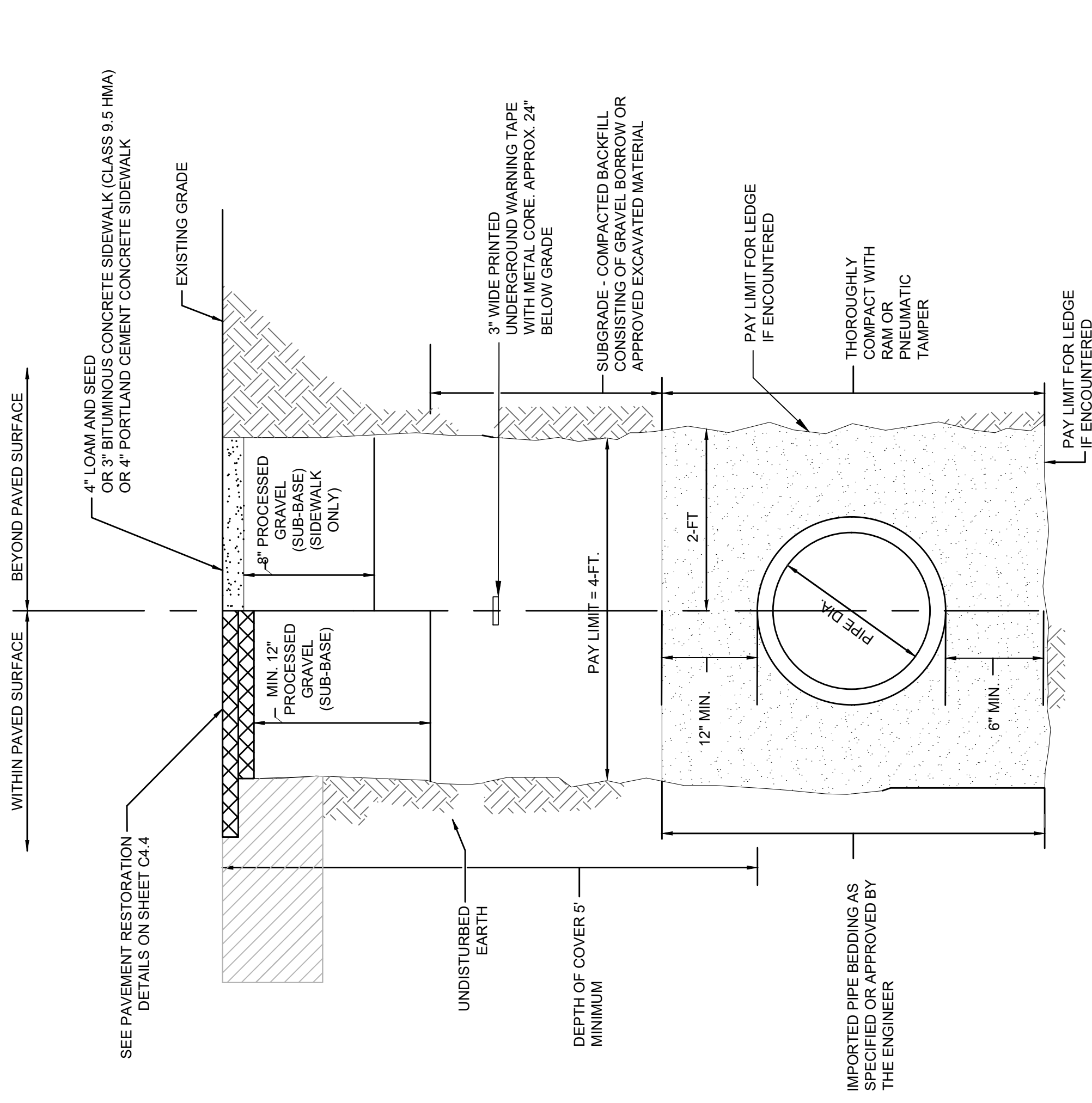
PROJECT NO.:	03066.62
DATE:	FEBRUARY 2023
SCALE:	AS NOTED
DESIGNED BY:	MWS
CHECKED BY:	PBG
DRAWN BY:	AWB
APPROVED BY:	PBG
DRAWING TITLE:	
RESTORATION PLAN	
CAVALRY DRIVE	
DRAWING NO.:	C3.4
SHEET NO.	10 OF 18



SECTION



PLAN

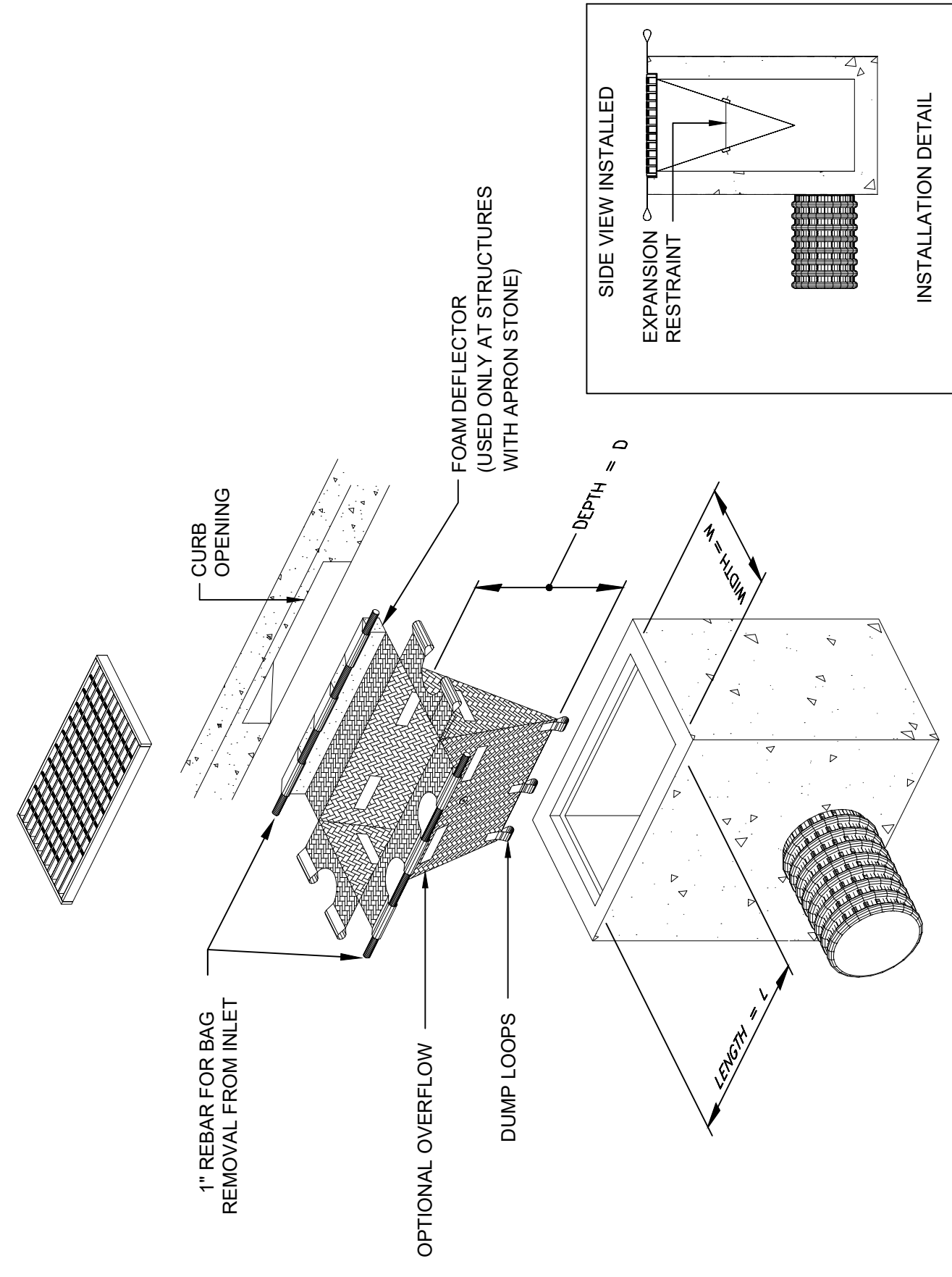


NOTES:

1. PAVEMENT INSTALLED BEYOND PAYMENT LINE MUST BE PRE-APPROVED BY THE ENGINEER.
2. THE FINISHED SURFACE OF THE PAVEMENT, AFTER COMPACTION, SHALL BE TRUE TO THE ESTABLISHED LINE AND GRADE OF THE EXISTING PAVEMENT.
3. CONTRACTOR SHALL RESET ALL STRUCTURES PRIOR TO PAVING. STRUCTURES SHALL MATCH FINAL GRADE.

TYPICAL TRENCH DETAIL

SCALE: NOT TO SCALE

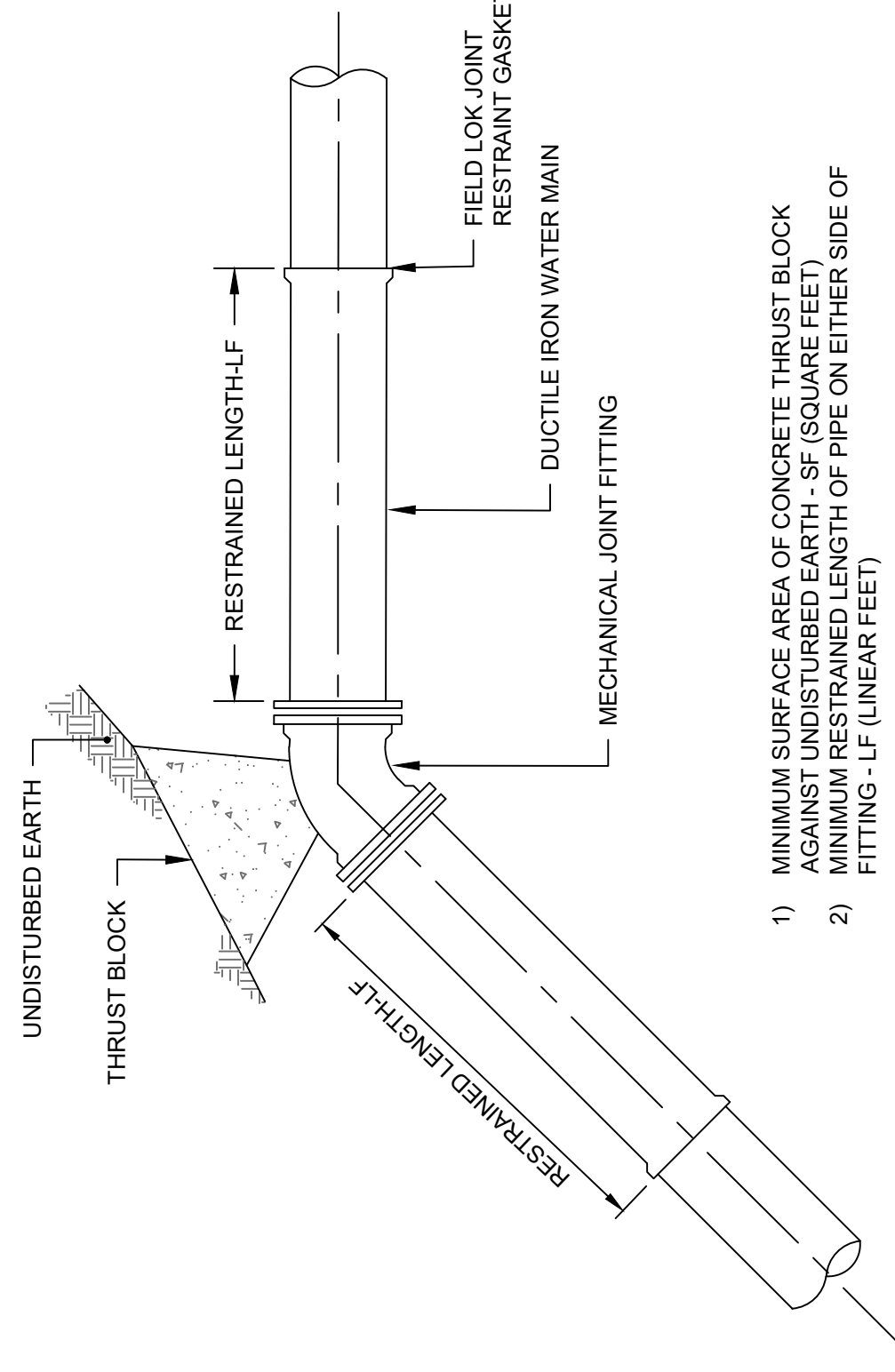


NOTES:

1. INLET SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IN EACH CATCH BASIN WITHIN THE PROJECT LIMITS AND ANY OTHER CATCH BASIN AS DIRECTED BY THE ENGINEER.

INLET SEDIMENT CONTROL DEVICE
 (WITH OPTIONAL CURB DEFLECTOR)

SCALE: NOT TO SCALE



- 1) MINIMUM SURFACE AREA OF CONCRETE THRUST BLOCK AGAINST UNDISTURBED EARTH - SF (SQUARE FEET)
- 2) MINIMUM RESTRAINED LENGTH OF PIPE ON EITHER SIDE OF FITTING - LF (LINEAR FEET)

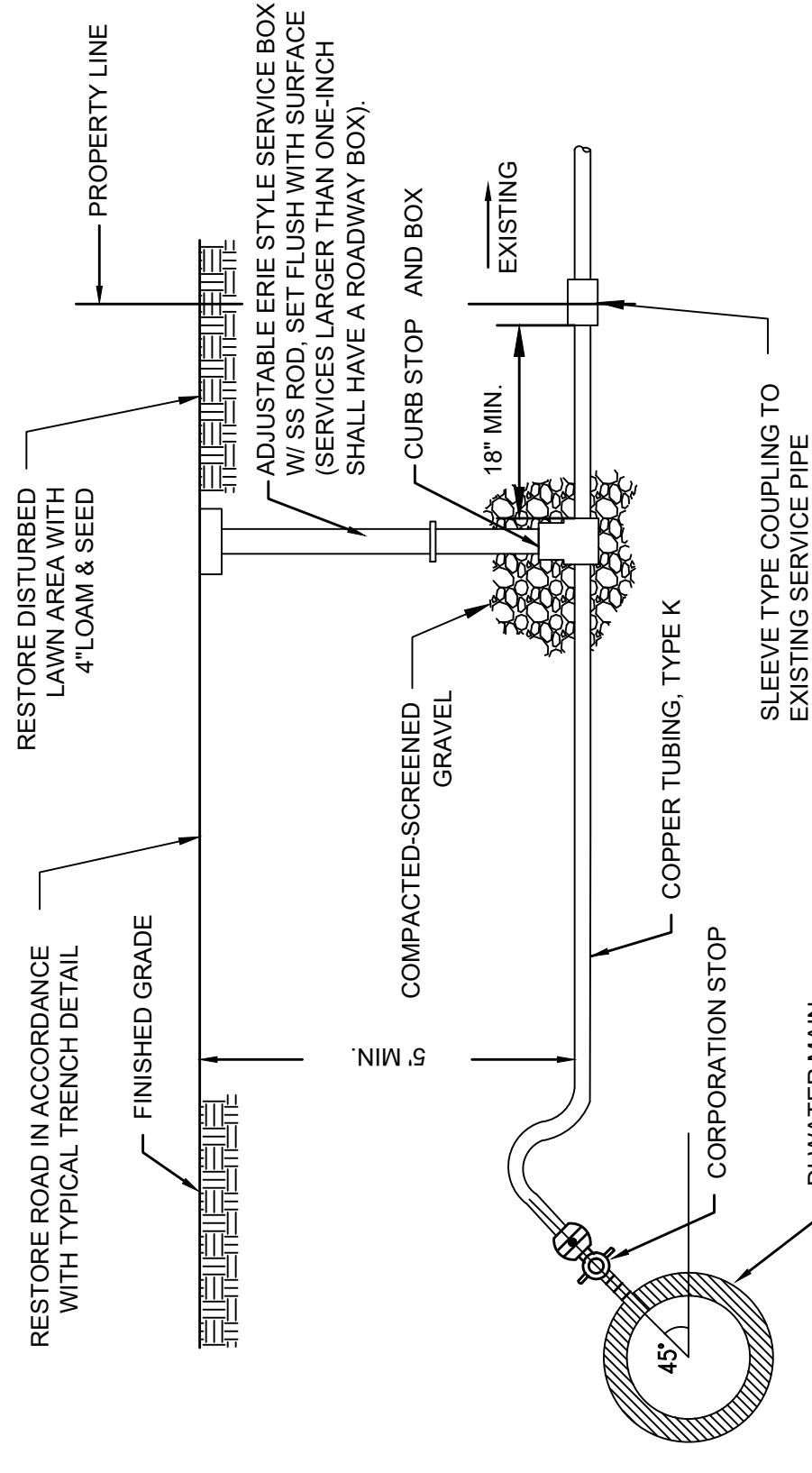
PIPE SIZE	PLUG		TEE		90° BEND		45° BEND		22 1/2° BEND		11 1/4° BEND	
	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF
6"	2.8	3.7	2.8	3.2	4.0	18	2.1	7	1.1	4	1.0	2
8"	4.8	4.8	4.8	4.3	6.8	23	3.7	10	1.9	5	1.0	2
10"	7.3	5.8	7.3	5.3	10.3	28	5.6	12	2.8	6	1.4	3
12"	10.3	6.9	10.3	6.3	14.5	33	7.9	14	4.0	6	2.0	3
16"	17.8	8.9	17.8	8.3	25.2	42	13.6	17	7.0	8	3.5	4
20"	27.5	10.8	27.5	10.2	38.9	51	21.0	21	10.7	10	5.4	5
24"	39.2	12.7	39.2	12.1	55.4	59	30.0	25	15.3	12	7.7	6

NOTES:

1. THE "SF" VALUES IN THE ABOVE TABLE ARE BASED ON 3,000 P.S.F. SOIL BEARING CAPACITY, 150 P.S.I. TEST PRESSURE AND A 1.5 FACTOR OF SAFETY.
2. THE "LF" VALUES IN THE ABOVE TABLE ARE BASED ON A TYPE 3 LAYING CONDITION, A SAND SILT SOIL DESIGNATION, A 5 FOOT RUN LENGTH, 150 P.S.I. TEST PRESSURE AND A 1.5 FACTOR OF SAFETY.

RESTRAINT AT FITTINGS

SCALE: NOT TO SCALE

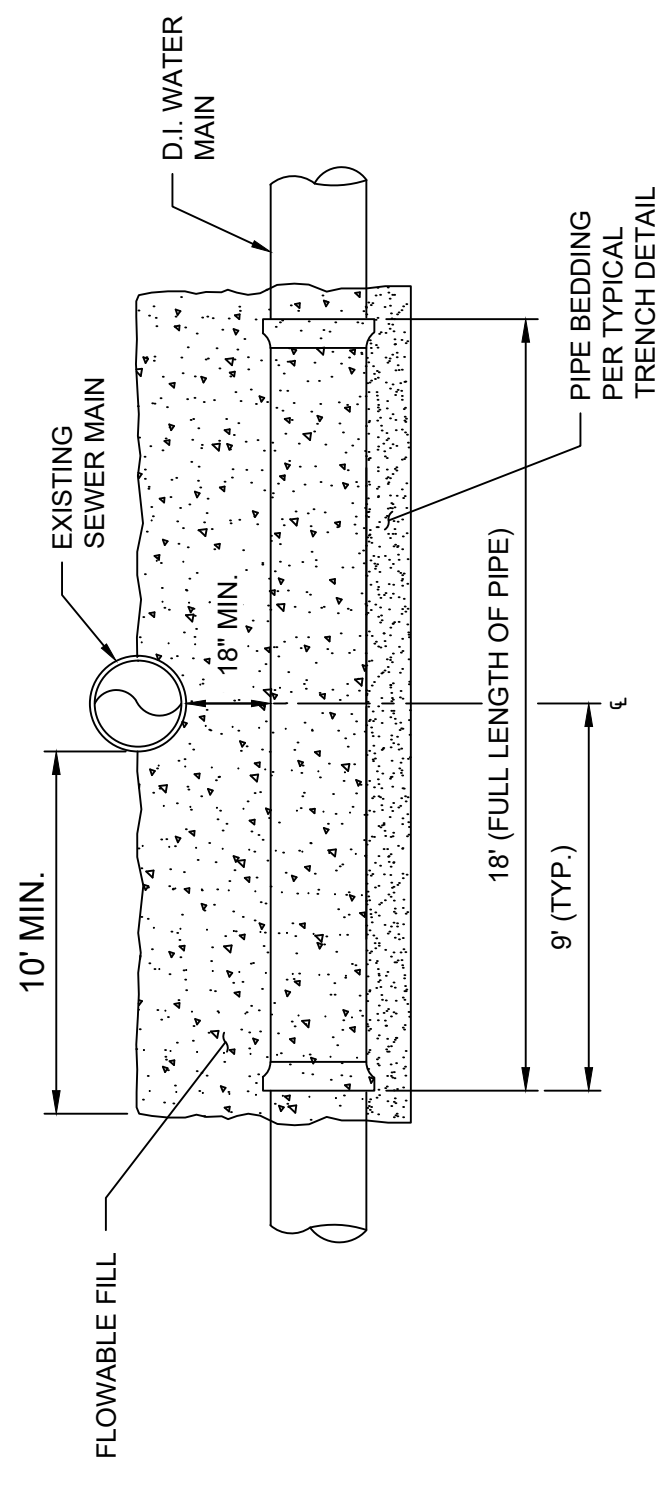


NOTES:

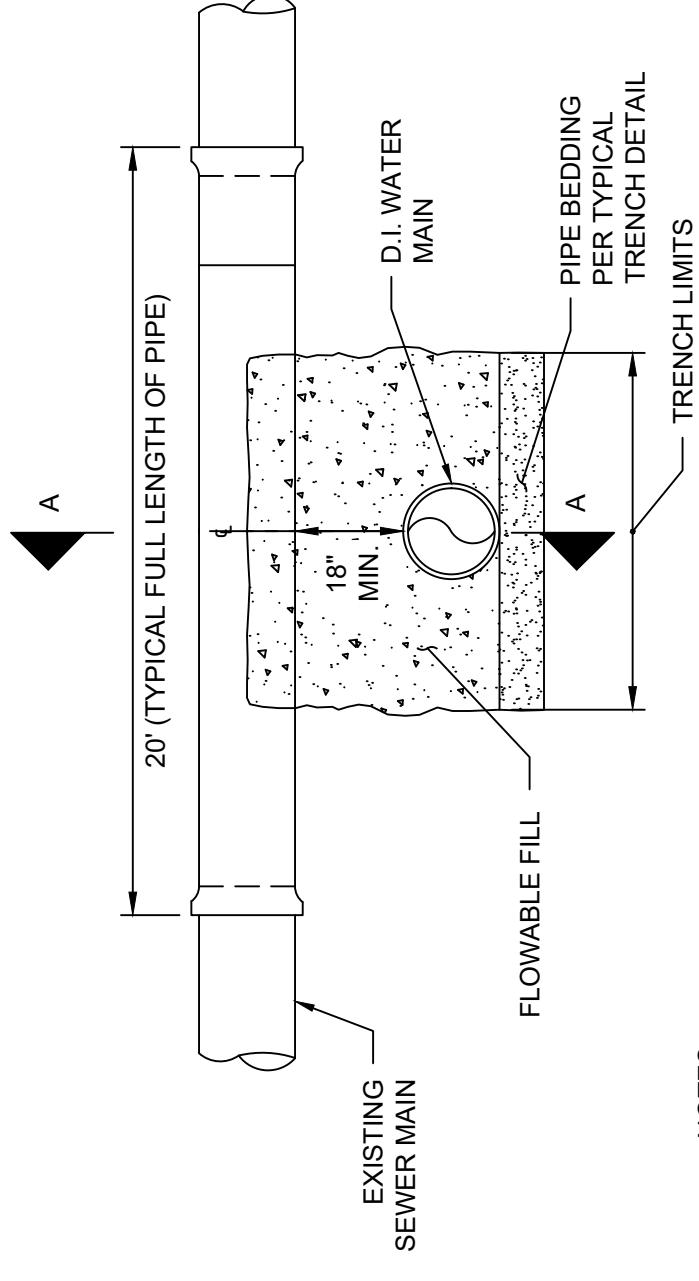
1. ALL JOINTS SHALL BE COMPRESSION TYPE.
2. COPPER SERVICE LINE SHALL BE BACKFILLED WITH SAND BY HAND TO 12" ABOVE TUBING, AND SHALL HAVE A SAND BEDDING OF 6".
3. CORPORATION STOPS LARGER THAN ONE INCH SHALL HAVE A SADDLE.
4. WATER SERVICES SHALL BE INSULATED IN AREAS WHERE CONNECTION TO EXISTING WATER SERVICE IS LESS THAN 5".

TYPICAL SERVICE TRANSFER
 DUCTILE IRON WATER MAINS

SCALE: NOT TO SCALE 02/15/2023 2:35:32 PM



SECTION A-A

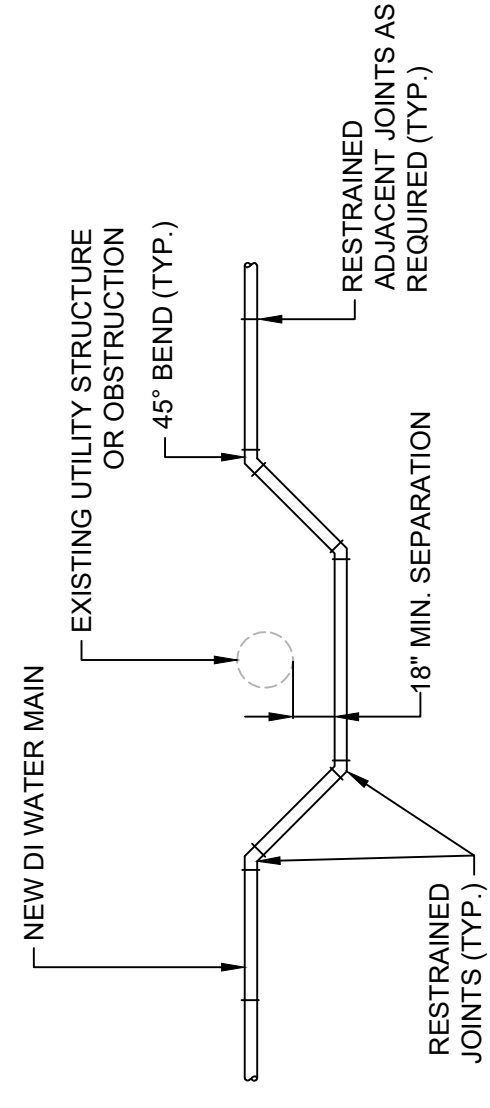


NOTES:

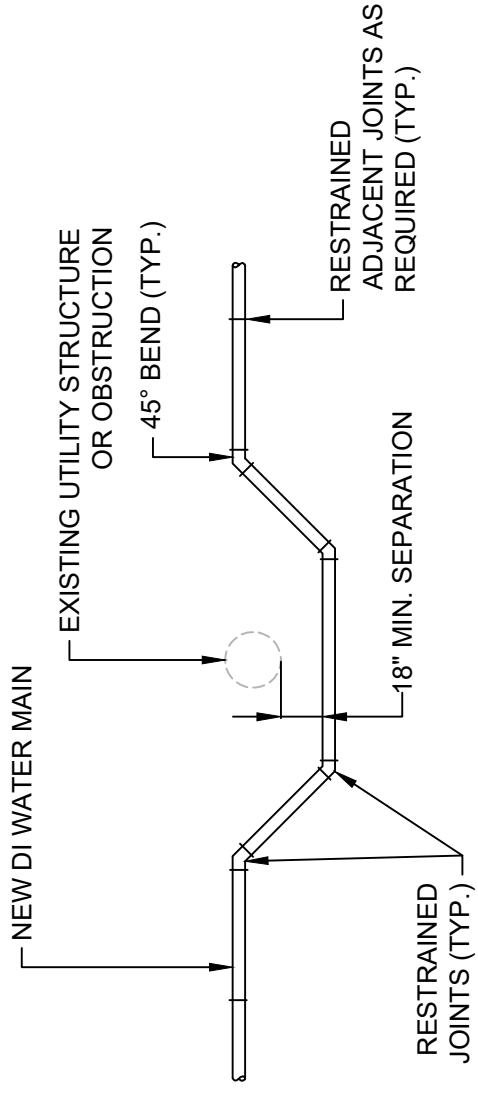
1. CENTER PIPE SECTION BENEATH CENTER LINE OF EXISTING SEWER PIPE SECTION.

WATER CROSSING BELOW SEWER DETAIL

SCALE: NOT TO SCALE



VERTICAL OFFSET PROFILE VIEW



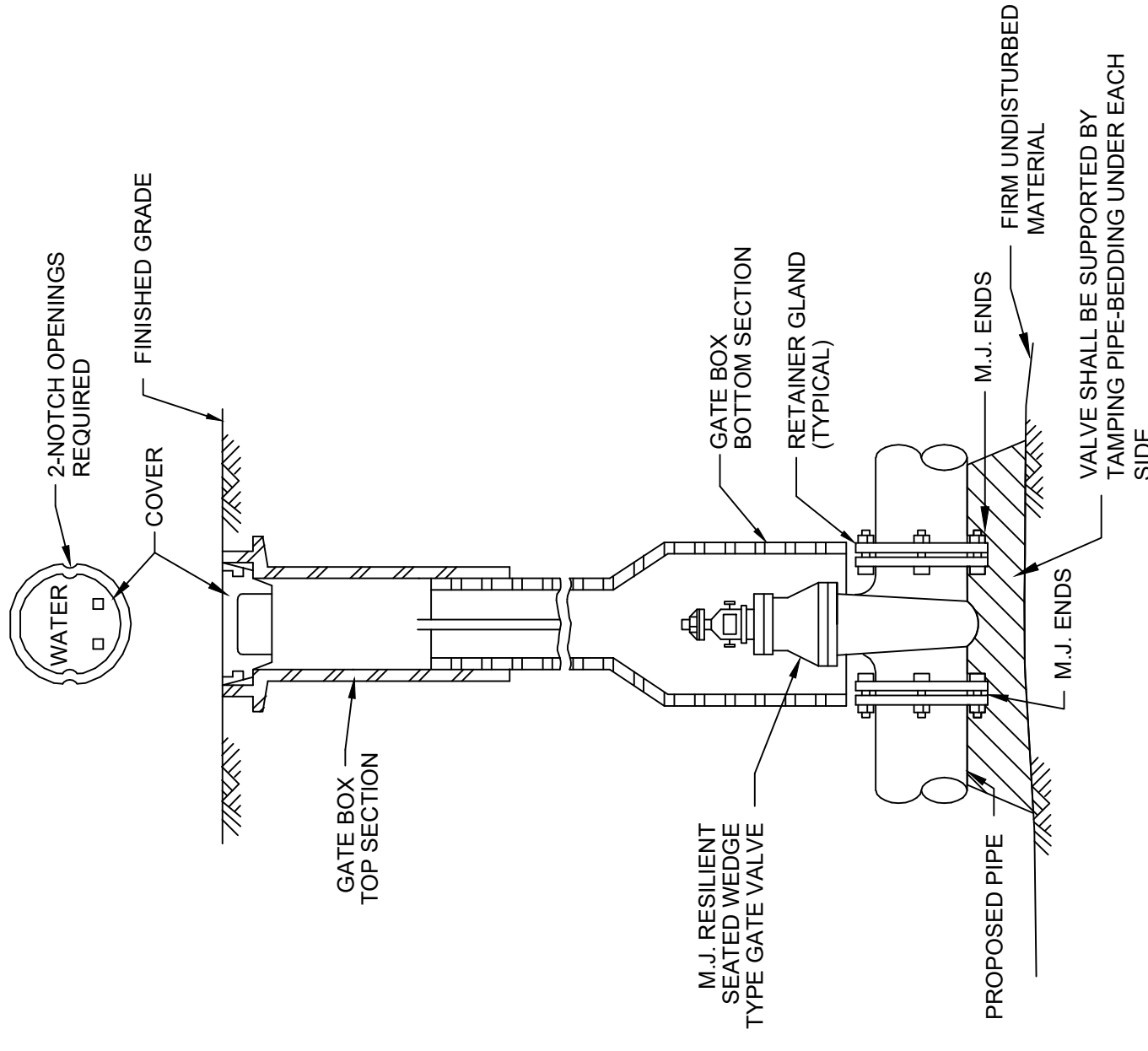
HORIZONTAL OFFSET PLAN VIEW

NOTES:

1. ALL JOINTS WITHIN OFFSET SHALL BE RESTRAINED MECHANICAL JOINT.
2. OFFSET CAN BE ABOVE OR BELOW CONFLICT UTILITY OR ON EITHER SIDE OF HORIZONTAL OBSTRUCTION.

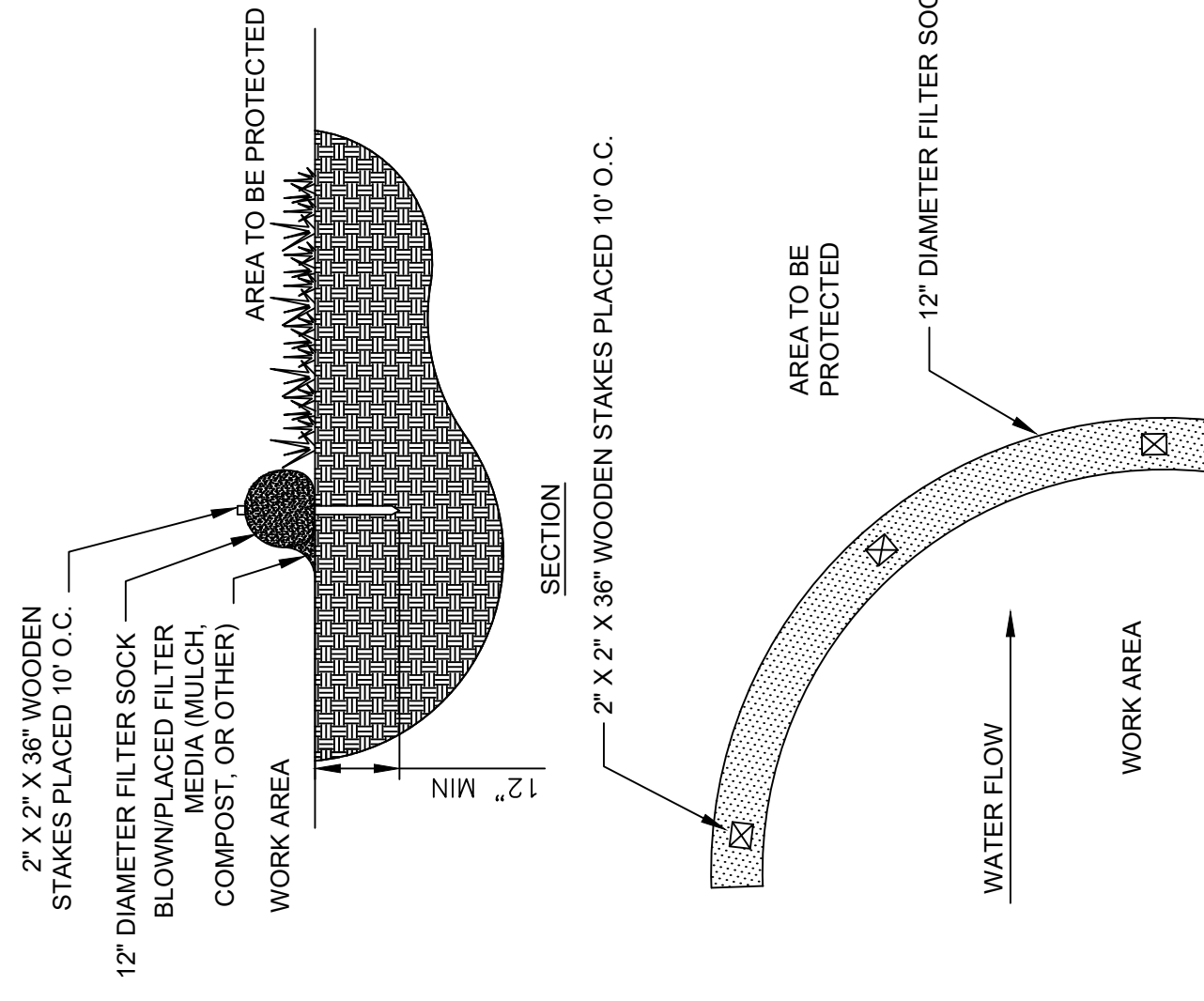
UTILITY OFFSET

SCALE: NOT TO SCALE



GATE VALVE AND VALVE BOX DETAIL

SCALE: NOT TO SCALE

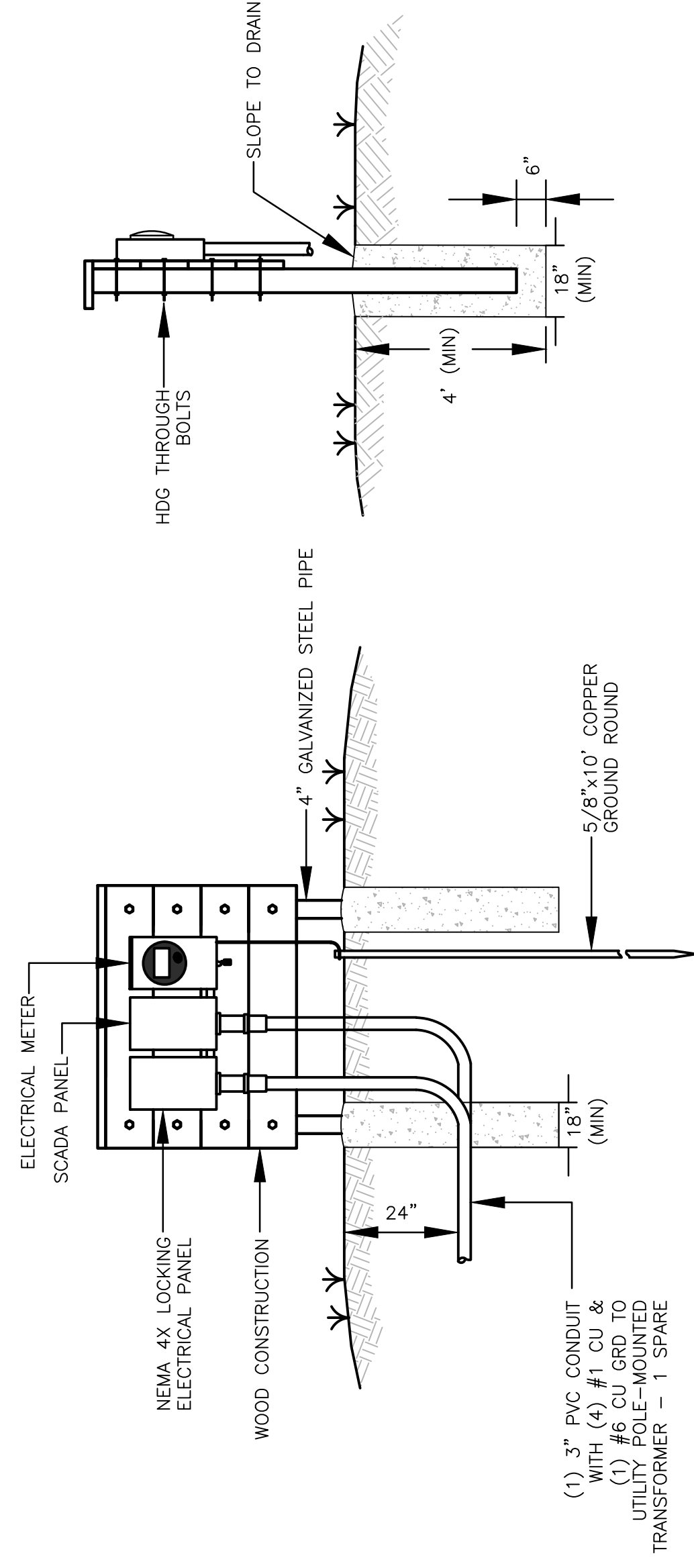


SECTION

PLAN

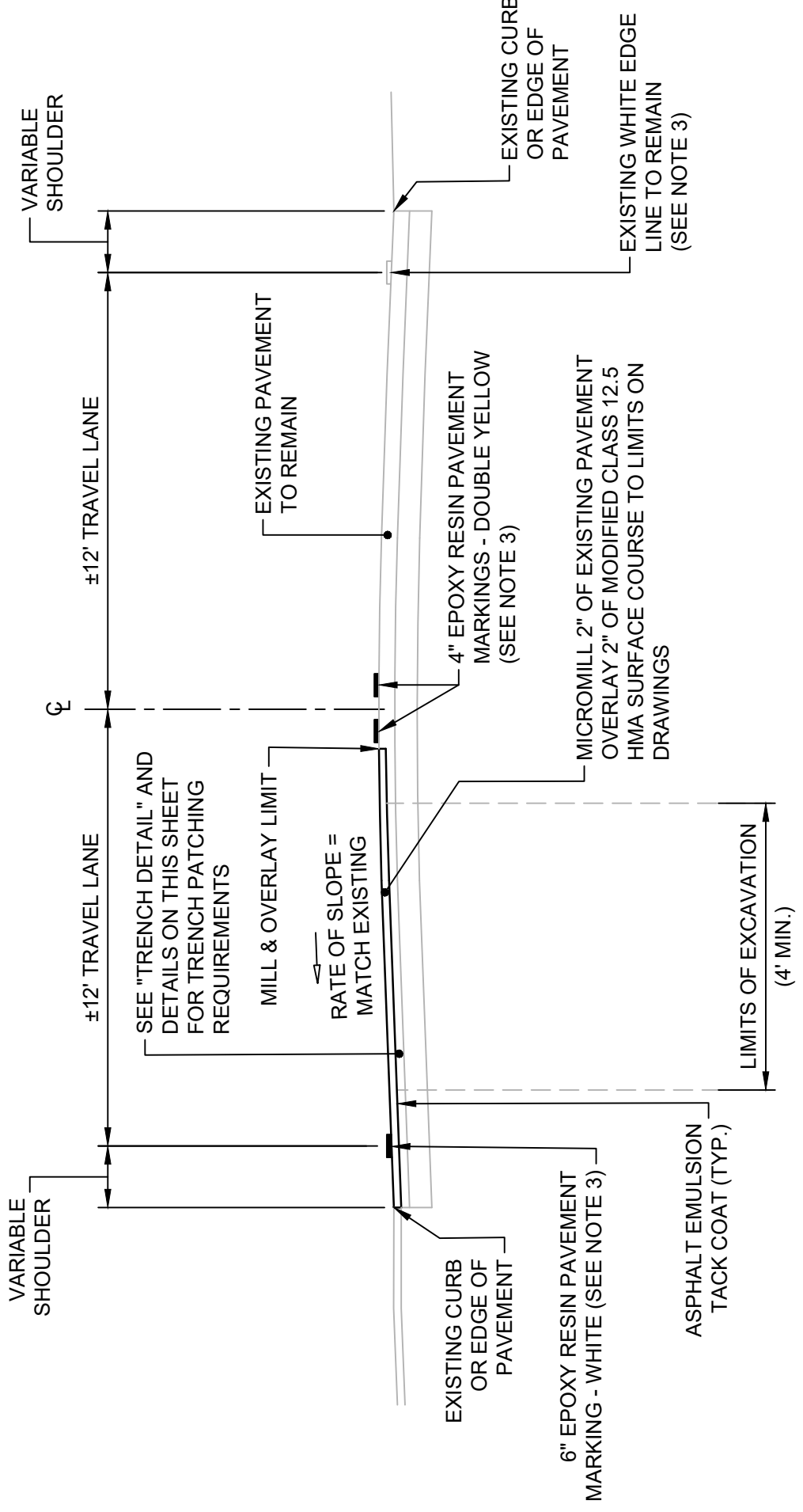
FILTER SOCK SEDIMENTATION CONTROLS

SCALE: NOT TO SCALE



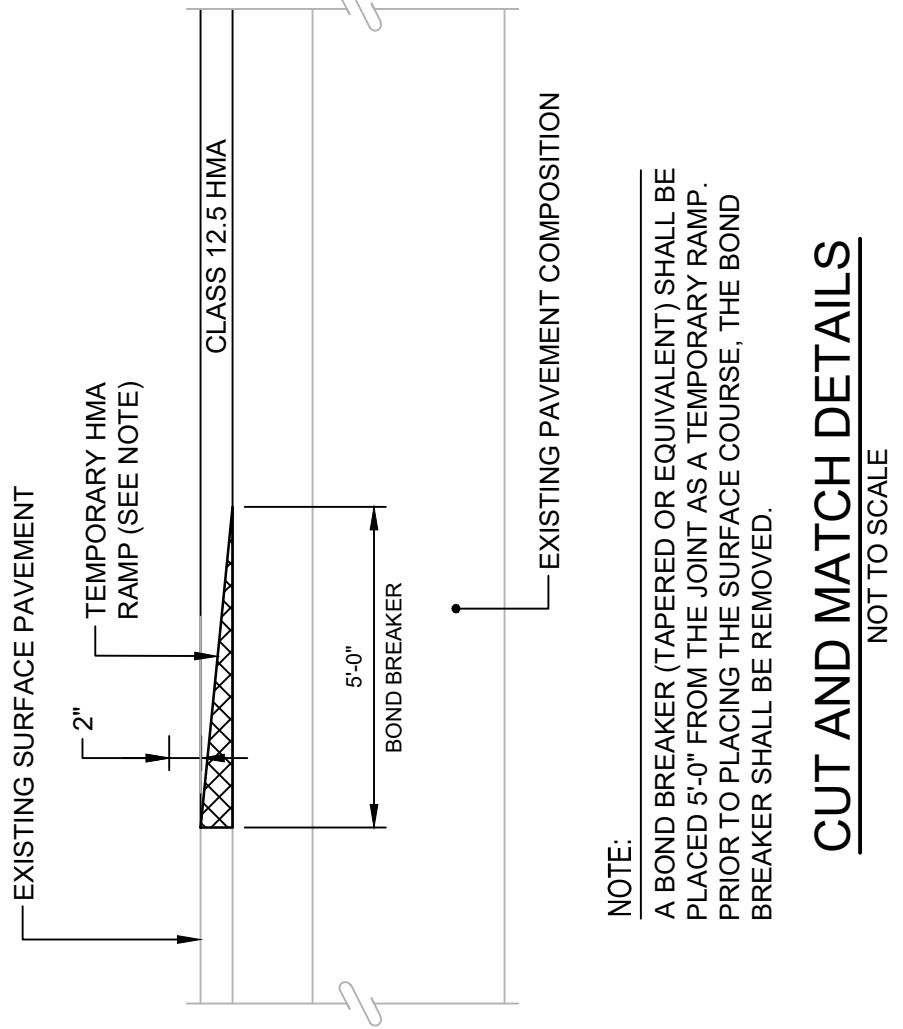
ELECTRICAL METER MOUNTING DETAIL

SCALE: NOT TO SCALE



- NOTES:**
- CONTRACTOR SHALL PERFORM 2" MICROMILL AND OVERLAY FROM THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLANS. THE TRENCH PATCH SHALL BE EXPOSED TO TRAFFIC A MINIMUM OF 30 DAYS BEFORE THE SURFACE IS MILLED.
 - SAWCUT AND TACK COAT ALL EDGES. TACK COAT SHALL BE APPLIED BETWEEN HMA LAYERS.
 - PAVEMENT MARKINGS SHALL BE RESTORED IN ACCORDANCE WITH RIDOT REQUIREMENTS.

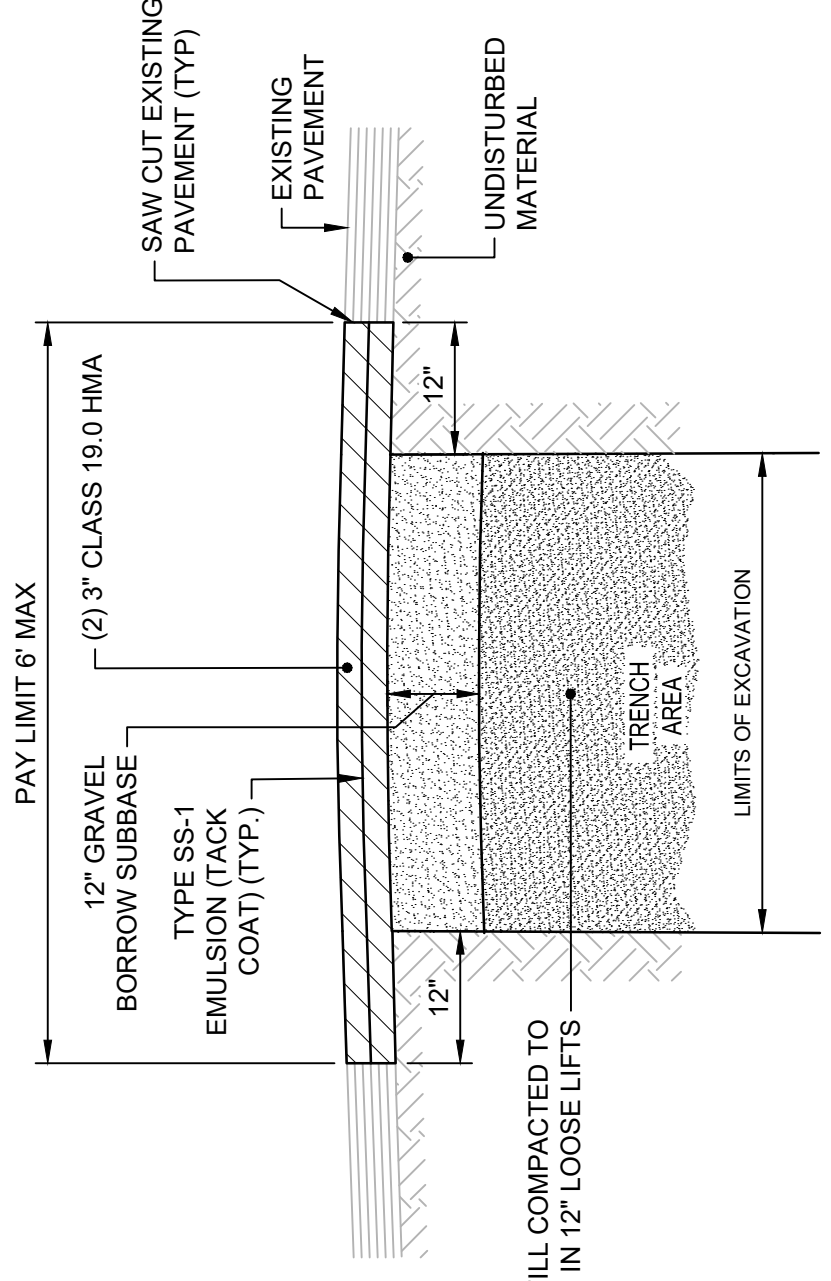
MICRO-MILL AND OVERLAY
 NOT TO SCALE



CUT AND MATCH DETAILS
 NOT TO SCALE

- NOTES:**
- CONTRACTOR SHALL SCHEDULE TEMPORARY WATERBORNE REFLECTORIZED PAVEMENT MARKINGS SO THAT PAVEMENT MARKINGS SHALL BE PLACED ON ROADWAYS WHICH ARE OPENED TO TRAFFIC AT THE COMPLETION OF EACH DAY'S PAVING OPERATION.
 - PERMANENT EPOXY RESIN PAVEMENT MARKINGS SHALL BE PLACED NO SOONER THAN 2 WEEKS BUT NO LATER THAN 4 WEEKS FROM THE COMPLETION OF THE FINAL PAVEMENT RESTORATION.

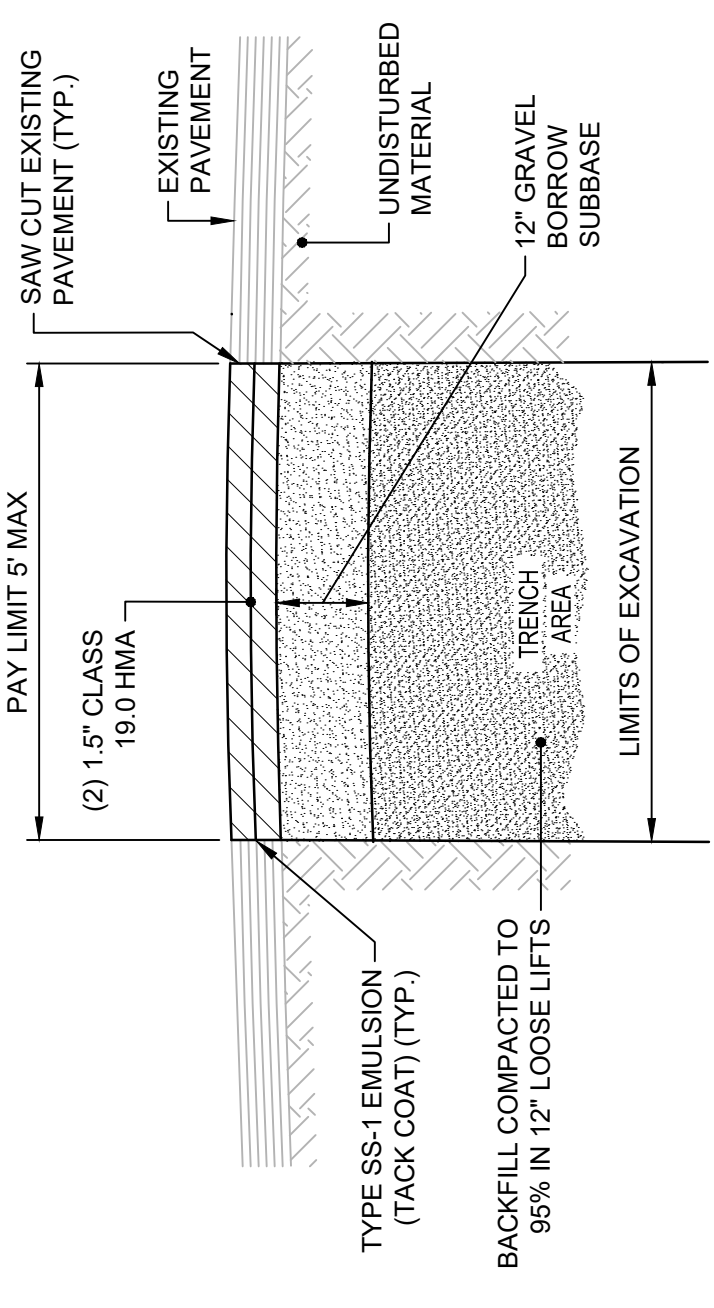
PAVEMENT RESTORATION DETAILS
 NOT TO SCALE



NOTES:

- RATE OF SLOPE TO MATCH EXISTING TOWARDS EDGE OF PAVEMENT.
- PAVEMENT THICKNESS TO MATCH EXISTING CONDITIONS.
- TWO 2" LIFTS OF CLASS 19.0 HMA TO BE USED WHERE SUBJECT TO NEW SURFACE COURSE BY ROAD RECONSTRUCTION ON MICROMILL AND OVERLAY.
- THE FULL-DEPTH TRENCH PAVEMENT SHALL REMAIN IN PLACE FOR A MINIMUM 30 CALENDAR DAYS PRIOR TO FINAL PAVEMENT RESTORATION.

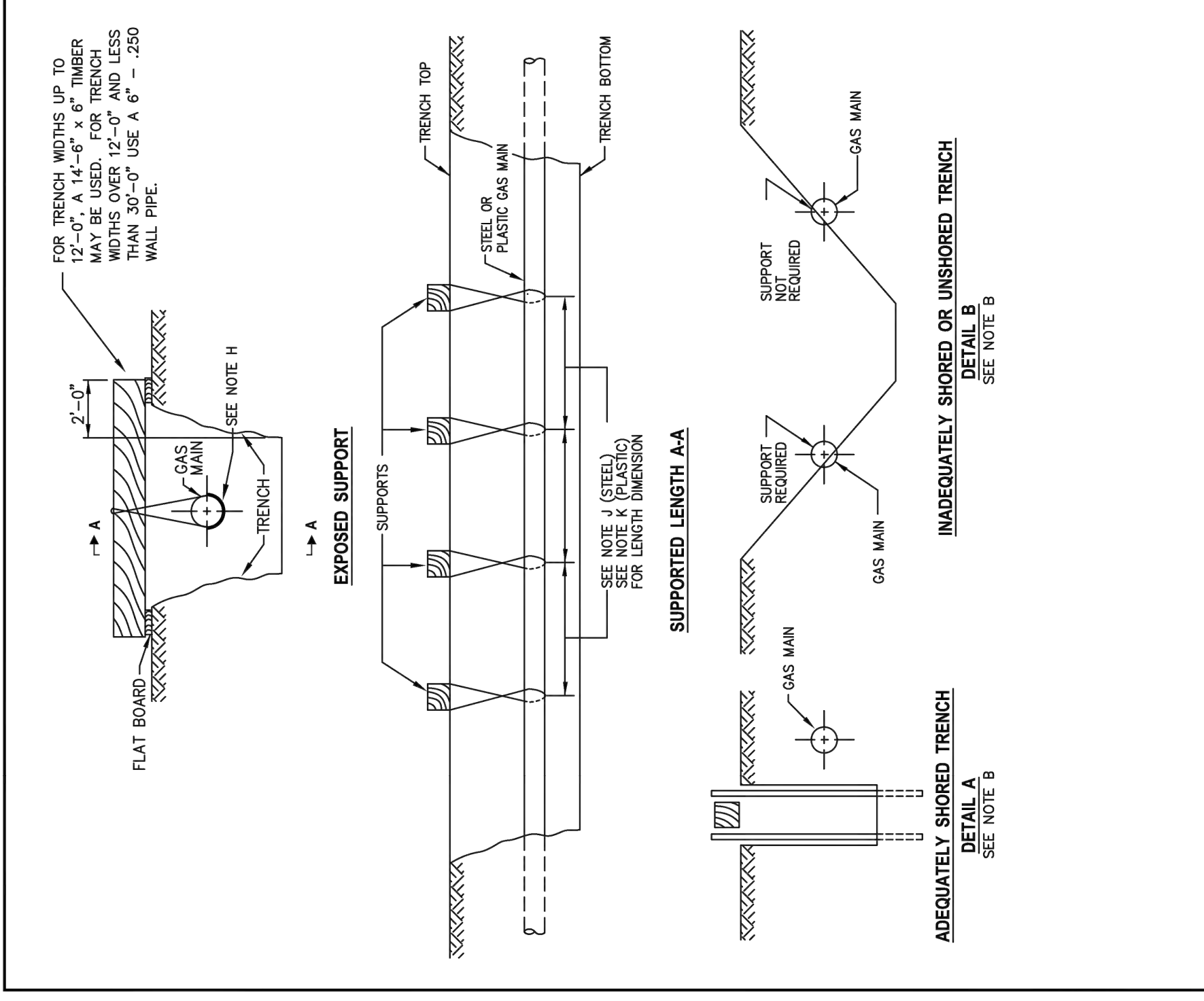
FULL DEPTH TRENCH PAVEMENT DETAIL
 NOT TO SCALE



NOTES:

- RATE OF SLOPE TO MATCH EXISTING TOWARDS EDGE OF PAVEMENT.
- TWO 1.5" LIFTS OF CLASS 9.5 OR CLASS 12.5 HMA TO BE INSTALLED DAILY.

TEMPORARY TRENCH PAVEMENT DETAIL
 NOT TO SCALE



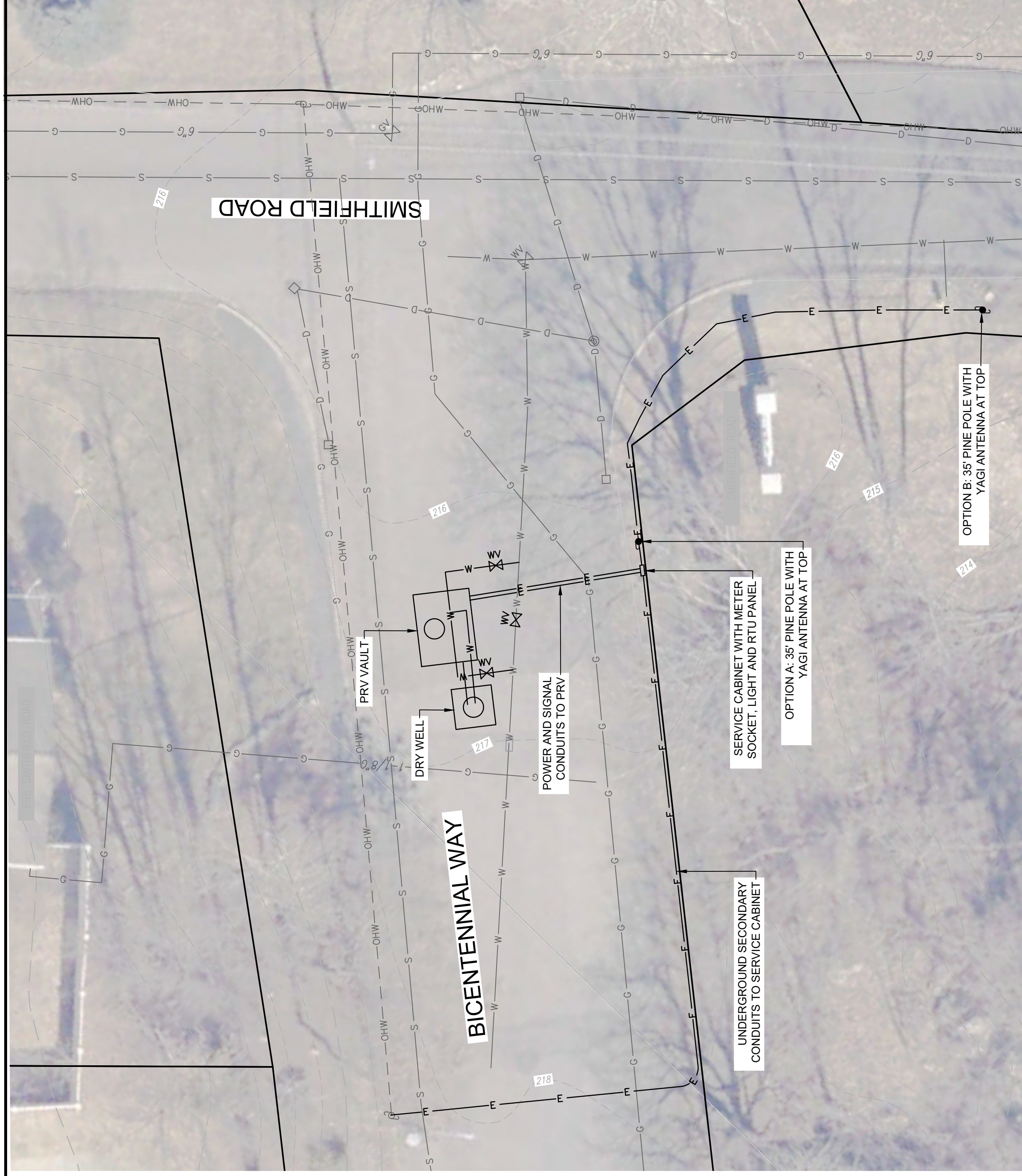
- NOTES:**
- THIS CONSTRUCTION STANDARD SHALL BE USED TO SUPPORT PLASTIC OR STEEL GAS FACILITIES WHICH ARE UNDERMINED AND EXPOSED BY CONSTRUCTION ACTIVITY.
 - IF AN EXCAVATION IS MADE AT ANY DISTANCE PARALLEL TO THE GAS FACILITY WITH ADEQUATE OSHA STRUCTURAL SHORING, AS SHOWN IN DETAIL "A", OR IF A STABLE SOIL CONDITION WITH SUFFICIENT COVER ABOVE THE PIPE'S CENTERLINE EXISTS, AS SHOWN IN DETAIL "B", THEN SUPPORTS ARE NOT REQUIRED. UNSTABLE SOIL IS DEFINED AS A SOIL WHICH CAN CAUSE SETTLEMENT, SLURRING, OR OTHER UNDESIRABLE SOIL BEHAVIOR UNDER CONSTRUCTION ACTIVITY. VIBRATIONS, etc., AND CAUSE A SOIL SCENARIO TO OCCUR AS SHOWN IN DETAIL "B" TO REQUIRE PIPE SUPPORT.
 - IF AN EXCAVATION CROSSES OR RUNS PARALLEL TO A GAS FACILITY, SUPPORTS MAY NOT BE REQUIRED IF THE EXPOSED SECTION OF PLASTIC PIPES IS 3" OR LESS AND STEEL PIPES 7" OR LESS.
 - ALL EXCAVATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ONE CALL DIG SAFE PROGRAM USING THE APPROPRIATE MARK OUT, TEST HOLES AND EXCAVATION TO AVOID DAMAGE TO PIPE OR PIPE COATINGS:
 - NEW YORK STATE CODE RULE 733
 - NEW YORK STATE CODE RULE 734
 - MD DIG SAFE LAW, RSA 174 - REGULATING UNDERGROUND UTILITY DAMAGE PREVENTION SYSTEM
 - USE OF THIS CONSTRUCTION STANDARD DOES NOT RELIEVE THE CONTRACTOR FROM THE OBLIGATION TO OBTAIN PERMITS OR AUTHORITY OR THEIR EQUIVALENTS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EXISTING STANDARDS AND THE APPROPRIATE PARTY SHALL BE BILLED FOR ALL EXPENSES.
 - GAS FACILITIES SHOULD NOT BE UNDERMINED WITHOUT ADEQUATE SUPPORT (DETAIL A). ALL SUPPORT LINES SHALL BE TENSIONED SO THAT NO DEFLECTION WILL OCCUR WHEN THE FACILITY IS UNDERMINED. THIS TENSION SHALL BE CHECKED AT THE START AND END OF EACH DAY AND ADJUSTED AS NECESSARY.
 - WHERE A COUPLING, GAS SERVICE, CLAMP, VALVE, DRIP LINE OR OTHER APPURTENANCE EXISTS ON THE EXPOSED SECTION OF MAIN, AN ADDITIONAL SUPPORT SHALL BE INSTALLED AT THE LOCATION.
 - WHEN SUPPORTING AN EXPOSED FACILITY, THE PIPE COATING SHALL BE PROTECTED WITH ROCK SHIELD (ITEM ID 00301097) OR OTHER LIKE MATERIAL CUT TO A MINIMUM WIDTH OF 1/2 THE SUPPORTED PIPE DIAMETER. SUPPORT LINES SHALL BE A MINIMUM OF 1/2 POLYPROPYLENE OR BETTER.
 - SUPPORTS FOR GAS TRANSMISSION FACILITIES SHALL BE REVIEWED WITH GAS ENGINEERING PRIOR TO INSTALLATION.
 - THE MAXIMUM SPACING BETWEEN SUPPORTS FOR STEEL FACILITIES SHALL BE AS FOLLOWS:
 7' SPACING FOR 3" AND 1 1/2" STEEL
 10' SPACING FOR 2" STEEL
 15' SPACING FOR 3" AND 4" STEEL
 20' SPACING FOR 6" AND LARGER STEEL
 - THE MAXIMUM SPACING BETWEEN SUPPORTS FOR PLASTIC FACILITIES SHALL BE AS FOLLOWS:
 3' SPACING FOR 2" AND SMALLER PLASTIC
 6' SPACING FOR 4" AND LARGER PLASTIC
 - VIBRATING MACHINES ARE ALLOWED OVER STEEL OR PLASTIC FACILITIES WITH 24" OR GREATER COVER. HAND HELD MECHANICAL TAMPER IS ACCEPTABLE OVER ANY FACILITY WITH 12" OR GREATER COVER.
 - WHEN CONSTRUCTION ACTIVITY IS COMPLETED, CLEAN FILL SHALL BE COMPACTED AROUND AND UNDER THE GAS FACILITY BEFORE REMOVING SUPPORTS.
 - SEE REGIONAL PBW65010 PROCEDURES FOR REPLACEMENT REQUIREMENTS OF CAST IRON PIPE.

No.	ITEM	CODE No.
BILL OF MATERIAL		

SHT. 2 OF 2 **CNST-6045**

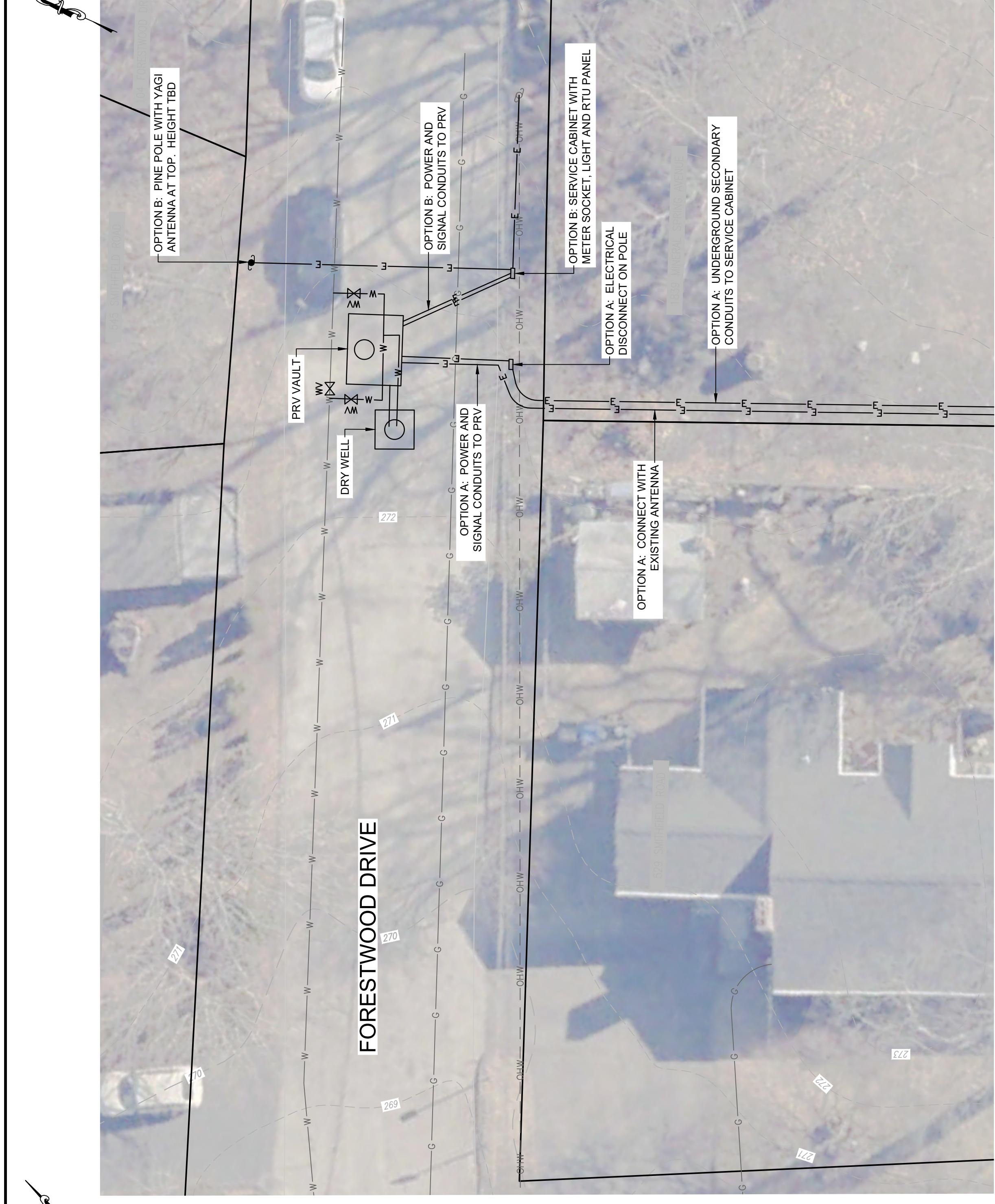
Rhode Island Energy		SUPPORT REQUIREMENTS FOR EXPOSED & UNDERMINED STEEL OR PLASTIC GAS FACILITIES	
DATE:	07/07/2023	EFFECTIVE DATE:	03/24/2008
DESIGN:	A. GULLANI	STD. DWG. NO.	CNST-6045
DRAWN:	P. DIMAO		

REVISIONS: CLARIFIED NOTES B & C ADDED NOTE N.
 SHEET NO. 14 OF 18



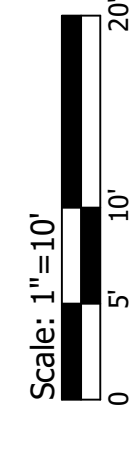
BICENTENNIAL WAY PRV VAULT ELECTRICAL SITE PLAN

SCALE: 1"=10'



FORESTWOOD DRIVE PRV VAULT ELECTRICAL SITE PLAN

SCALE: 1"=10'



SCALE ADJUSTMENT GUIDE
1" = 10'
BASED ON ONE INCH ON ORIGINAL DRAWING

Smithfield Water Supply Board
North Providence Pressure Control Project
North Providence and Smithfield, Rhode Island

REVISIONS:

PROJECT NO.:	03066.62
DATE:	FEBRUARY 2023
SCALE:	AS NOTED
DESIGNED BY:	MWS
CHECKED BY:	PBG
DRAWN BY:	AWB
APPROVED BY:	PBG
DRAWING TITLE:	ELECTRICAL SITE PLANS

Preliminary
02/15/2023 2:35:32 PM

90% SUBMISSION



Town of Smithfield

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

DANIELLE CAREY
FINANCE DIRECTOR

March 29, 2023

TO: The Honorable Smithfield Town Council
Cc: Randy Rossi, Town Manager
FROM: Danielle Carey, Finance Director
SUBJECT: One Year Renewal of Financial Audit Services for Fiscal Year Ended June 30, 2023

The Town of Smithfield, as required by charter, advertised an R.F.P. for Financial Audit Services for the Town and School Department for Fiscal Year Ending June 30, 2021, with two optional one year renewals to be reviewed and approved annually by the town council.

On June 15, 2021 the town council awarded the bid for audit services to the firm Hague, Sahady & Co., CPA's P.C. Based on the quality of service that has been provided to the Town and School, I respectfully request that the firm of Hague, Sahady & Co., CPA's P.C. be granted a one-year renewal for the Financial Audit Services and Agreed-Upon Procedures for the Fiscal Year Ending June 30, 2023.

Motion:

That the Smithfield Town Council grant a one year renewal for Financial Audit Services and Agreed-Upon Procedures for the Town of Smithfield and the Smithfield School Department for Fiscal Year Ending June 30, 2023 to the Hague, Sahady & Co., CPA's P.C. in the amount of \$59,500.

Attachments:

Bid Tab – May 20, 2021
Bid Award Memo – June 8, 2021



Town of Smithfield

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

BRIAN SILVIA
FINANCE DIRECTOR

DATE: June 8, 2021

TO: The Honorable Smithfield Town Council
Cc: Randy Rossi, Town Manager
FROM: Brian Silvia, Finance Director
RE: Financial Audit Services Contract

The Town of Smithfield went out to bid for its Financial Audit Services contract, which had its bid opening on March 20, 2021 at 10:00 AM. The contract is for one fiscal year, ending June 30, 2021 with two, one year extensions for fiscal years ending June 30, 2022 & June 30, 2023. Two vendors submitted bids for consideration, Hague, Sahady & Co., CPA's P.C. of Fall River, MA and Marcum LLP of Providence, RI.

Both vendors submitted bids that were in compliance with the specifications set forth within the request for proposals. Additionally, both vendors are viable candidates with excellent experience in this field and throughout the State of Rhode Island.

Based on the qualifications of each vendor, it is my recommendation to award this contract to Hague, Sahady & Co., CPA's P.C., as they are the lowest qualified bidder for this contract. In accordance with the Auditor General of the State of Rhode Island, the Auditor General has reviewed and approved the Request for Proposals as well as the recommended award to Hague, Sahady & Co., CPA's for this contract. Funding is available for this contract within the Town's Other Municipal Obligations Department, in account 021-0910 (Audit-Town Financial Records).

Recommended Motion:

That the Smithfield Town Council hereby approve the Financial Audit Services contract, to the lowest qualified bidder, Hague, Sahady & Co., CPA's P.C. for one fiscal year ending June 30, 2021 with two one year extensions for fiscal years ending June 30, 2022 & June 30, 2023.



TOWN OF SMITHFIELD

BID TAB

Annual Financial Audit Services

Submitted by: Purchasing Office
 Prepared by: Carlos Santos

BID OPENING: May 20, 2021 @ 10:00AM

	Fiscal Year	Town	School	AUP	Total
Hauge, Sahady & Co., CPA's P.C. 126 President Ave. Fall River, MA 02720	June 30, 2021	\$40,000	\$14,000	\$3,500	\$57,500
	June 30, 2022	\$41,000	\$14,000	\$3,500	\$58,500
	June 30, 2023	\$42,000	\$14,000	\$3,500	\$59,500
Marcum Accountants & Advisors 155 South Main Street, Suite 100 Providence, RI 02903	June 30, 2021	\$62,000	\$24,400	\$3,600	\$90,000
	June 30, 2022	\$63,400	\$25,000	\$3,600	\$92,000
	June 30, 2023	\$64,400	\$26,000	\$3,600	\$94,000

BIDS ARE REFERRED TO THE FINANCE DEPARTMENT AND A FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL

Recommended Motion:

That the Smithfield Town Council hereby adopt a resolution in support of Rhode Island Day at Vicksburg National Military Park sponsored by Council President T. Michael Lawton and Council Member John J. Tassoni, Jr.

TOWN OF SMITHFIELD, RHODE ISLAND

**A RESOLUTION IN SUPPORT OF RHODE ISLAND DAY AT VICKSBURG
NATIONAL MILITARY PARK**

WHEREAS, the Seventh Rhode Island Volunteers was recruited in the summer of 1862; and

WHEREAS, the Seventh Rhode Island fought in the Battles of Fredericksburg, Vicksburg, Jackson, the Wilderness, Spotsylvania Court House, the North Anna River, Cold Harbor, Bethesda Church, Petersburg, Hatcher's Run, Weldon Railroad, and Polar Spring Church; and

WHEREAS, One in Five men died serving in the Seventh Rhode Island; and

WHEREAS, the Seventh Rhode Island suffered terribly in the 1863 Mississippi Campaign; and

WHEREAS, the following Smithfield soldiers died in the Mississippi Campaign:

Pvt. John Burke, Co. H

Pvt. Thomas Crane, Co. B

Pvt. Francis W. Gardiner, Co. I; and

WHEREAS, in 1908 the Veterans of the Seventh Rhode Island dedicated a memorial to their regiment at Vicksburg National Military Park

NOW, THEREFORE, BE IT RESOLVED that we, the Smithfield Town Council, declare Saturday, November 18, 2023 to be Rhode Island Day at Vicksburg National Military Park in the rededication of the memorial to the Seventh Rhode Island Volunteers.

PASSED: April 4, 2023

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn M. Antonuccio, CMC
Acting Town Clerk

Recommended Motion:

That the Smithfield Town Council hereby adopt a resolution to establish a Town Ordinance Working Group sponsored by Council Vice President Michael P. Iannotti and Council Member Rachel S. Toppi.

TOWN OF SMITHFIELD, RHODE ISLAND

**RESOLUTION TO ESTABLISH
A TOWN ORDINANCE WORKING GROUP**

WHEREAS, multiple provisions of the Smithfield Code of Ordinances have not been updated in many years; and

WHEREAS, the Town Council deems that having an up to date Code of Ordinances is beneficial to both residents and non-residents so that they can be apprised of the laws governing Smithfield;

NOW, THEREFORE, BE IT RESOLVED that a Working Group consisting of the Town Manager, the Town Solicitor, and two members of the Town Council is hereby established to review all Town ordinances to ensure consistency with the Smithfield Town Charter, the Smithfield Comprehensive Plan, and the Rhode Island General Laws.

As a part of its review, the Working Group shall request input from Department Directors where it is appropriate. When the Working Group has completed its review, it shall submit all recommended ordinance changes to the Town Council for review and possible enactment in accordance with section C-2.13 of the Smithfield Town Charter.

PASSED: April 4, 2023

APPROVED:

T. Michael Lawton, President
Smithfield Town Council

ATTEST:

Lyn M. Antonuccio, CMC
Acting Town Clerk

Recommended Motion:


That the Smithfield Town Council hereby appoints _____ and
_____ to the Town Ordinance Working Group.



Town of Smithfield

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

CARLOS SANTOS
PURCHASING AGENT

DATE: March 20, 2023
TO: Honorable Town Council
FROM: Carlos Santos, Purchasing Agent 
CC: Randy R. Rossi, Town Manager
Danielle Carey, Finance Director
Karen Armstrong, Senior Center Director
RE: Replacement of existing carpet/VCT tile flooring in the Senior Center Lobby area. Using vendors listed in the State of RI Master Purchasing Agreement MPA 364.

SUBJECT:

The Town Purchasing Agent solicited competitive quotes to replace existing flooring at the Senior Center Lobby. The existing carpet and VCT tile flooring in the Senior Center Lobby area is work and damaged with several visible cracks in the tiles and discoloration to the 6" vinyl cove base. Using vendors listed in State of RI Master Purchasing Agreement MPA 364, the Purchasing Agent solicited proposals from the five (5) vendors listed (copy of vendor listing attached) also solicited one local contractor not on the MPA list. The Town received five (5) proposals, as recorded on the Bid Tabulation sheet.

There were four (4) respondents from the MPA 364 listing and one (1) local contractor not part of the MPA listing. All proposals were evaluated on the proposed cost and familiarity with the companies. Aramsco is the lowest qualified bidder and has collaborated with the Town and School Department on several projects, always with great success.

RECOMENDATION:

For these reasons we recommend that the Town Council award this flooring project in the Smithfield Senior Center Lobby area in the amount of \$12,910.00 plus \$864.00 to scrub new VCT tiles and apply 5 coats of protectant finish, for a total cost not to exceed \$13,774.00.

FINANCIAL:

Senior Center Grant.

ATTACHMENTS:

Attached for your review are: a copy of the MPA Request for Quote, Bid Tabulation Summary and all quotes received.

MOTION:

That the Smithfield Town Council hereby award the project of flooring replacement in the Senior Center lobby area to lowest qualified bidder Aramsco, a vendor listed in The State of RI Master Pricing Agreement, MPA 364, for a cost not to exceed \$13,774.00.



TOWN OF SMITHFIELD

BID TABULATION

DATE: March 18, 2023

PROJECT: Senior Center Lobby - Flooring
Using the State of RI Master Purchasing Agreement (MPA) 364

RFP # _____ PREPARED BY: CARLOS SANTOS
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.	TOTAL COST
Authority Flooring, Inc 225 Macklin Street, Unit A Cranston, RI 02920	Kevin Nardolillo 401-954-1987	\$ 14,322.50
Debnor Flooring Contractors Inc 34 Lark Industrial Parkway Greenville, RI 02828	Norman R. Ramos 401-949-9800 Add on: wash/wax new flooring	\$ 17,400.00 \$2,100.00
AramSCO 9 Panas Road Foxboro, MA 02035	EJ Wholey - Cell: 401-487-1963 800-333-4385 Add on: Scrub VCT & apply 5 Coats of finish	\$ 12,910.00 \$864.00
Excellent Flooring Inc 10 Dewey Ave. Unit 1 Warwick, RI 02886	Erick Gallegos Saul Romero 401-316-9306	\$ 27,117.00
Sole Source Construction, LLC 766 Pippin Orchard Rd. Cranston, RI 02921	Rayan Vaughan 401-265-6320	\$ 24,800.00

REFERRED TO THE EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL.



Equipped for Success™

QUOTATION

1480 GRANDVIEW AVE
PAULSBORO, NJ 08066
800-333-4385

Date: 3/16/2023

Customer Name: SMITHFIELD ICE RINK

Attention: CARLOS SANTOS

Address: 1 WILLIAM HAWKINS JR TRAIL

City, State, Zip: SMITHFIELD RI 02828

Submitted By: E.J. WHOLEY

SMITHFIELD SENIOR CENTER

SCOPE OF WORK

- 1) RIP OUT EXISTING FLOORING
- 2) SKIM COAT TO SMOOTH FINISH
- 3) INSTALL FLOORING IN THE FOLLOWING AREAS
- 4) INSTALL NEW COVE BASE

ENTRANCE SITTING AREA

PHILADELPHIA INTELLECT SHARP #45515 CARPET TILES

ENTRANCE AND HALL VINYL TILE

ARMSTRONG 51904031 / P259B GRAY

TOTAL \$12,910.00

SCRUB VCT AND APPLY 5 COATS OF FINISH

\$864.00

TOTAL \$13,774.00

MPA 364 FLOOR VENDOR

WORK PERFORMED AT PREVAILING WAGE

ALL MATERIALS SUPPLIED BY ARAMSCO

Thank you for the opportunity to submit our quotation

Special Conditions: _____

Signed: _____

1-800-333-4385



AN **AramSCO** FAMILY COMPANY



Authority Flooring, Inc.

225 Macklin Street. Unit A
Cranston, RI 02920

Phone # 401-316-9306 authorityflooring@yahoo.com
Fax #

Estimate

Date	Estimate #
3/6/2023	2330

Name / Address
Town of Smithfield 64 Farnum Pike Smithfield, RI 02917

Description	Total
Project: Senior Center Lobby located at: 1 William J. Hawkins Jr. Trail, Smithfield, RI 02828.	
Remove and dispose existing floor, skim coat single application, 1,150 SF @ \$1.25 / SF	1,437.50
Install 1,150 SF of VCT @ \$5.50 / SF	6,325.00
Install 6" of cove base 400 lin FT @ \$4.00 / FT	1,600.00
Remove and dispose existing floor and prep 450 SF @ \$1.25 / SF	562.50
Install 50 SY of Carpet Tile @ \$46.95 / SY	2,347.50
Floor Coverings Transition Strips 150 lin FT @ \$3.00 / FT	450.00
Move heavy furniture	1,600.00
Price includes material and labor	

Total	\$14,322.50
--------------	--------------------

Looking forward to doing business with you.



34 Lark Industrial Parkway
Greenville RI 02828

Phone: 401-949-9800
Fax: 401-949-9809

Pages: 1 (including cover) **Time:** 7:30 AM

Date: 2/9/23 **Fax:** 949-4593

Company: TOWN OF SMITHFIELD **Phone:** 949-4590

Attn: Karen **From:** Norman R. Ramos

Re: SENIOR CENTER - LOBBY

Our revised estimates are as follows:

- Remove/dispose existing VCT/Vinyl Base
- Prep floors
- Furnish and install new VCT/6" Vinyl Base
- Move contents
FOR THE SUM OF \$ 14,900.00

- Remove/dispose exiting Carpet
- Furnish and install new Carpet Tile
- Move contents
FOR THE SUM OF \$ 2,500.00

- Wash/wax new flooring
FOR THE SUM OF \$ 2,100.00

EXCEPTIONS AND NOTES:

1. TAX IS NOT INCLUDED.
2. SOME OFF-HOURS ARE INCLUDED.



**TOWN OF SMITHFIELD
SMITHFIELD SENIOR CENTER
KAREN ARMSTRONG
DIRECTOR**

**ONE WILLIAM J. HAWKINS JR. TRAIL, SMITHFIELD, RI
02828
TELEPHONE (401) 949-4590**

- Remove/dispose existing VCT/Vinyl Base (Armstrong Tile)
- Prep floors
- Furnish and install new VCT/6" Vinyl Base
- Move contents

- Remove/dispose exiting Carpet
- Furnish and install new Carpet Tile
- Move contents

- Wash/wax new flooring

Excellent Flooring Inc
10 Dewey Ave Unit 1

Warwick RI 02886

Tel: (401) 954-1987

Excellentflooring15@gmail.com

17-Mar-23

Carlos Santos
Town Of Smithfield
64 Farnum Pike
Smithfield, RI 02917
401-233-1000 X-138

RE: Senior Center Lobby
1 William J. Hawkins Trail Smithfield RI 02828

Proposal # 30823

Dear : Carlos Santos

We are pleased to submit this proposal in conjunction with the above referenced project, all to be in accordance with the plans and specifications from the architect, plan date:

For the total sum of **\$27,117**
We will furnish and install the following floor finishes:

<u>CARPET:</u>			\$3,275
	CARPET:	<i>CPT TBD with more Information</i>	
<u>RESILIENT:</u>			\$23,842
	VCT:	<i>Armstrong VCT Color: Sterling 51904</i>	
	BASE:	<i>6" Vinyl Cove Base Johnsonite Color Charcoal</i>	

ALL MATERIALS THAT WILL BE USED ARE LISTED ABOVE

We Are MBE Certified With the State Of Rhode Island

We acknowledge the following addenda: NONE

Elevators and/or Scaffolding is not included, use of this equipment to be provided by GC. For use by EFI.

All work to be performed during normal business hours, dumpsters are to be provided by others.

E.F.I. will install all materials per manufacturers newest recommendations and guidelines.

Finishes are as noted above, subject to change with issuance of further specs., clarifications, final selections and layouts.

We include: removal, furniture moving, floor preparation, Waxing of new VCT

Above pricing valid for thirty (30) days.

Thank you for accepting this proposal. Please call if you have any questions.

Very truly yours,

Erick M Gallegos

President
Excellent Flooring Inc

Sole Source Construction, LLC
766 Pippin Orchard Rd
Cranston, RI 02921
+1 4017122700
ar@solesourceconstruction.com



ADDRESS

Town of Smithfield - Carlos Santos
64 Farnum Pike
Smithfield, RI 02917
csantos@smithfieldri.com

Estimate 2143

DATE 03/16/2023

LOCATION

Smithfield Senior Center

ACTIVITY	DESCRIPTION	AMOUNT
Services	<ul style="list-style-type: none">-Remove and dispose of approximately 1035 SF of VCT from current area in Senior Center Lobby-Remove and dispose of current carpeting and rubber transition strips-Remove and dispose of current 4" cove base from hallway VCT areas-Scrape, prep and patch subfloor substrate with self-leveler-Furnish and install VCT, color to be chosen by owner-Furnish and install Carpet Tile (Shaw brand or equivalent)-Furnish and install new 4" vinyl cove base where removed, color to be chose by owner-Furnish and install new rubber transition strips around carpeted area	24,800.00

TOTAL \$24,800.00

Accepted By

Accepted Date



Town of Smithfield

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

CARLOS SANTOS
PURCHASING AGENT

DATE: February 23, 2023
TO: All Contractors
FROM: Carlos Santos, Purchasing Agent
CC: Karen Armstrong, Senior Center/Human Services Director
RE: Request for Quote – using RI Master Purchasing Agreement **MPA-364** to replace existing flooring at the Senior Center Lobby.

SUBJECT: The Town is looking for competitive quotes to replace existing flooring at the Senior Center Lobby located at: 1 William J. Hawkins Jr. Trail, Smithfield, RI 02828.

SCOPE OF WORK

1. Remove and dispose existing Carpet and VCT/vinyl base floor.
2. Skim coat sub-floor to smooth finish.
3. Furnish & Install new VCT/6" vinyl cove base.
4. Furnish & install new carpet tiles with rubber backing (color & style TDB).
5. Wash & wax new flooring.
6. Work to be performed over a weekend.
7. Includes moving furniture.
8. Work performed at prevailing wage.
9. Removal of all existing material.

Description of Work: This estimate will have to include moving furniture. Removing and disposing of existing carpet and VCT/vinyl base floor and all debris. Due to the nature of The Senior Center operating schedule work will have to be performed over weekends.

Appointments: Site visit appointments for viewing and measuring the area can be made by contacting the Purchasing Agent; Carlos Santos at 401-233- 1000 ext. 138, Monday thru Friday 9AM to 4PM.

Responses: Send Cost Proposal Forms and any other pertinent information to the attention of Carlos Santos, Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917, in person proposal drop-off to be between the hours of 9AM and 4PM Monday thru Friday or via Email: csantos@smithfieldri.com.

Due Date: The proposal receipt deadline is Friday, March 17, 2023 at 4:00PM.



Town of Smithfield, RI

PRE-BID SITE WALK THRU AND/OR MEETING

Smithfield Senior Center

Attendance List

PROJECT NUMBER: USING THE STATE OF RI MPA 364

PROJECT NAME: Senior Center Lobby - Remove & Replace Flooring

DATE: Monday, February 27, 2023 @ 10:15 AM EST

	Name (Printed)	Company Name	Phone #	Email	DATE
1	Erick Gallegos	Excellent Flooring Inc	401 954 1957	ExcellentFlooring15@gmail.com	2/27 10:15
2	Saul Romero	Excellent Flooring Inc	401 339 9634		"
3	KEVIN CARROLL	AUTHORITY FLOORING	401 952 5630		3/2 11:AM
4	RYAN YACIGNAN	SOLE SOURCE	401 265 6320	RYAN@SOLESOURCE.COM	3/7 9AM
5	W S WHOLEY	ARMSCO	-	-	3/15 10AM
6					
7					
8					
9					
10					
11					
12					
13					
14					

Contract # MPA 364 - Carpet and Tile Installation, Wood Floor Refinishing

MPA 364 includes furnishing all labor, materials, equipment and supervision to remove and replace all carpets, carpet tiles, VCT (Vinyl Composition Tile), commercial sheet vinyl and rubber stair treads. Also includes the disposal offsite of removed materials and the preparation of sub-floor to receive new flooring. This MPA also includes the stripping and refinishing of wood floors.

Contract Period: Issue Date: Dec 22, 2021- Award Date: Jul 1, 2021- Effective Date: Jul 1, 2021 - Expiration Date: Jul 1, 2024

<u>Contact Type</u>	<u>Name</u>	<u>Email</u>	<u>Phone</u>
AUTHORITY FLOORING INC	SHIRLEY NARDOLILLO	AUTHORITYFLOORING@YAHOO.COM	401-316-9306
ARAMSCO INC. /CASEY E.M.I.	EJ WHOLEY	EJWHOLEY@CASEYEMI.COM	800-333-4385-424
Dubon Masonry Construction, LLC	Guillermo Dubon	jdubon@dubonmasonry.com	401-639-2105-
Sole Source Construction, LLC	Michael Sepe	solesourceconstruction@gmail.com	401-864-1844-
Excellent Flooring Inc.	Erick Gallegos	excellentflooring15@gmail.com	401-954-1987-



Town of Smithfield

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

DANIELLE CAREY
FINANCE DIRECTOR

March 28, 2023

TO: The Honorable Smithfield Town Council
Cc: Randy Rossi, Town Manager
FROM: Danielle Carey, Finance Director
SUBJECT: Abatement of Defunct Cell Tower Company Tax Bills

The Town of Smithfield pursues delinquent tax accounts through delinquent notifications, phone calls, action by our collection attorney, and legal action. Velocita Wireless & Skytel have delinquent cell tower tax bills from 2008 – 2014, however both companies are defunct and all attempts made to collect these balances have been unsuccessful.

Years to be written off:

Tax Year	Velocita Wireless	Skytel	Total
2008	\$ 2,856.17	\$ -	\$ 2,856.17
2009	\$ 8,331.78	\$ 1,329.12	\$ 9,660.90
2010	-	\$ 28,172.66	\$ 28,172.66
2011	-	\$ 8,331.78	\$ 8,331.78
2012	-	\$ 9,720.41	\$ 9,720.41
2013	-	\$ 15,274.93	\$ 15,274.93
2014	-	\$ 5,554.52	\$ 5,554.52
Total	\$ 11,187.95	\$ 63,383.42	\$ 79,571.37

MOTION:

That the Smithfield Town Council approves the abatement of uncollectable cell tower tax bills for Velocita Wireless & Skytel from 2008 to 2014.

Receivable	Account	Owner	Uncollected Balance
2008 DEC SUNDRY	SB-0003-13	VELOCITA WIRELESS(BELL)	\$ 1,388.63
2008 DEC SUNDRY	SB-0003-19	VELOCITA WIRELESS(BELL)	\$ 1,388.63
2008 OCT SUNDRY	SB-0002-52	VELOCITA WIRELESS(BELL)	\$ 78.91
2009 APRIL SUNDRY	SB-0003-52	VELOCITA WIRELESS(BELL)	\$ 1,388.63
2009 FEB SUNDRY	SB-0003-26	VELOCITA WIRELESS(BELL)	\$ 1,388.63
2009 JUNE SUNDRY	SB-0003-62	VELOCITA WIRELESS(BELL)	\$ 1,388.63
2009 MAY SUNDRY	SB-0003-58	VELOCITA WIRELESS(BELL)	\$ 1,388.63
2009 TOWER RENTAL	SB-0003-29	VELOCITA WIRELESS(BELL)	\$ 1,388.63
2009 TOWER RENTAL	SB-0003-35	VELOCITA WIRELESS(BELL)	\$ 1,388.63
			\$ 11,187.95
2009 DECEMBER SUNDRY	SB-0004-58	SKYTEL	\$ 1,329.12
2010 MARCH SUNDRY	SB-0006-89	SKYTEL	\$ 1,388.63
2010 MARCH SUNDRY	SB-0007-73	SKYTEL	\$ 1,388.63
2010 February Sundry	SB-0004-66	SKYTEL	\$ 400.06
2010 JULY SUNDRY	SB-0006-05	SKYTEL	\$ 1,388.63
2010 JUNE SUNDRY	SB-0005-98	SKYTEL	\$ 1,388.63
2010 NOV SUNDRY	SB-0005-17	SKYTEL	\$ 1,388.63
2010 OCT SUNDRY	SB-0007-04	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0004-81	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0004-87	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0004-90	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0004-98	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0005-03	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0005-07	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0005-12	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0005-15	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0005-79	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0005-83	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0005-85	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0006-13	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0006-98	SKYTEL	\$ 1,388.63
2010 TOWER VERIZON	SB-0007-02	SKYTEL	\$ 1,388.63
2011 MARCH SUNDRY	SB-0005-89	SKYTEL	\$ 1,388.63
2011 SEPT SUNDRY	SB-0006-16	SKYTEL	\$ 1,388.63
2011 VERIZON TOWER	SB-0005-94	SKYTEL	\$ 1,388.63
2011 VERIZON TOWER	SB-0006-09	SKYTEL	\$ 1,388.63
2011 VERIZON TOWER	SB-0006-20	SKYTEL	\$ 1,388.63
2011 VERIZON TOWER	SB-0006-73	SKYTEL	\$ 1,388.63
2012 AUGUST SUNDRY	SB-0006-96	SKYTEL	\$ 1,388.63
2012 JUNE SUNDRY	SB-0006-95	SKYTEL	\$ 1,388.63
2012 verizon tower	SB-0006-78	SKYTEL	\$ 1,388.63
2012 verizon tower	SB-0006-79	SKYTEL	\$ 1,388.63
2012 verizon tower	SB-0006-85	SKYTEL	\$ 1,388.63
2012 verizon tower	SB-0006-92	SKYTEL	\$ 1,388.63

Receivable	Account	Owner	Uncollected Balance
2012 verizon tower	SB-0008-67	SKYTEL	\$ 1,388.63
2013 APRIL SUNDRY	SB-0007-79	SKYTEL	\$ 1,388.63
2013 AUGUST SUNDRY	SB-0007-84	SKYTEL	\$ 1,388.63
2013 AUGUST SUNDRY	SB-0007-86	SKYTEL	\$ 1,388.63
2013 JULY SUNDRY	SB-0007-82	SKYTEL	\$ 1,388.63
2013 MAY SUNDRY	SB-0007-81	SKYTEL	\$ 1,388.63
2013 OCT SUNDRY	SB-0008-01	SKYTEL	\$ 1,388.63
2013 VERIZON TOWER	SB-0007-68	SKYTEL	\$ 1,388.63
2013 VERIZON TOWER	SB-0007-72	SKYTEL	\$ 1,388.63
2013 VERIZON TOWER	SB-0007-98	SKYTEL	\$ 1,388.63
2013 VERIZON TOWER	SB-0008-70	SKYTEL	\$ 1,388.63
2013 VERIZON TOWER	SB-0008-76	SKYTEL	\$ 1,388.63
2014 APRIL SUNDRY	SB-0008-88	SKYTEL	\$ 1,388.63
2014 JUNE SUNDRY	SB-0009-00	SKYTEL	\$ 1,388.63
2014 Verizon Tower	SB-0008-73	SKYTEL	\$ 1,388.63
2014 Verizon Tower	SB-0008-79	SKYTEL	\$ 1,388.63
			\$ 68,383.42